

**CITY OF RIVIERA BEACH CITY COUNCIL**

**AGENDA ITEM SUMMARY**

MEETING DATE: 11/18/2009

AGENDA ITEM SUMMARY NO. M09-112-1

- |  |   |                                     |
|--|---|-------------------------------------|
| <input checked="" type="checkbox"/> CONSENT          | <input type="checkbox"/> AWARDS/PRESENTATIONS/PETITIONS | <input type="checkbox"/> RESOLUTION |
| <input type="checkbox"/> PUBLIC HEARING              | <input type="checkbox"/> ORDINANCE ON FIRST READING     | <input type="checkbox"/> DISCUSSION |
| <input type="checkbox"/> ORDINANCE ON SECOND READING |   |                                     |

**SUBJECT: MINUTES OF THE REGULAR CITY COUNCIL MEETING HELD NOVEMBER 4, 2009**

**RECOMMENDATION/MOTION: APPROVE THE MINUTES OF THE REGULAR CITY COUNCIL MEETING HELD NOVEMBER 4, 2009**

**INTER-DEPARTMENTAL REVIEW & DATE**

CITY ATTORNEY	MARINA
• CITY CLERK <i>[Signature]</i>	POLICE
COMMUNITY DEVELOPMENT	PUBLIC WORKS
FINANCE	PURCHASING
FIRE	RECREATION & PARKS
HUMAN RESOURCES	WATER & SEWER
LIBRARY	OTHER

APPROVED BY CITY MANAGER: *[Signature]* DATE: 11-12-09

ORIGINATING DEPARTMENT: OFFICE OF THE CITY CLERK	COSTS: CURRENT FY: _____	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 DEPARTMENT:  CITYWIDE	FUNDING SOURCE: <input type="checkbox"/> CAPITAL IMPROVEMENT <input type="checkbox"/> OPERATING <input type="checkbox"/> OTHER	ATTACHMENTS: 1. MINUTES OF THE REGULAR CITY COUNCIL MEETING HELD NOVEMBER 4, 2009
ADVERTISED DATE: PAPER: <input checked="" type="checkbox"/> NOT REQUIRED AFFECTED PARTIES <input type="checkbox"/> NOTIFIED <input type="checkbox"/> NOT REQ'D	BUDGET ACCOUNT NUMBER:	

BACKGROUND/SUMMARY:

**Item No. 01**



**CITY OF RIVIERA BEACH  
PALM BEACH COUNTY, FLORIDA  
REGULAR CITY COUNCIL MEETING MINUTES  
MUNICIPAL COMPLEX COUNCIL CHAMBERS  
WEDNESDAY, NOVEMBER 4, 2009 AT 6:30 P.M.**

***ANY PERSON WHO WOULD LIKE TO SPEAK ON AN AGENDA ITEM (NON-CONSENT ITEMS ONLY), PLEASE FILL OUT A PINK PUBLIC COMMENT CARD LOCATED IN THE BACK OF THE COUNCIL CHAMBERS AND GIVE IT TO THE LEGISLATIVE ASSISTANT PRIOR TO THE BEGINNING OF THE MEETING. IN NO EVENT WILL ANYONE BE ALLOWED TO SPEAK ON AN AGENDA ITEM AFTER THE RESOLUTION IS READ OR ITEM CONSIDERED.***

**CITY CLERK CALLS TO ORDER**

**Roll Call**

Chairperson Pardo was present and presided. Upon a roll call by Deputy City Clerk Anthony, the following were present: Mayor Thomas A. Masters; Chairperson Dawn S. Pardo; Chair pro-tem Judy L. Davis; Councilperson Billie E. Brooks; Councilperson Tonya Davis Johnson; and Councilperson Shelby L. Lowe. Also present were: City Manager Ruth Jones; Deputy City Clerk Claudene Anthony, and City Attorney Pamala H. Ryan.

**Invocation/Pledge of Allegiance**

Everyone stood for a Moment of Silence and the Pledge of Allegiance led by Councilperson Lowe.

**AGENDA Approval:**

**Additions, Deletions, Substitutions**

**City Manager Jones** made the following revisions to the agenda: deleted No. 3 – Resolution reference an interlocal agreement with the Palm Beach County Criminal Justice Commission and No. 8 – discussion reference the development agreement JSF Marine, LLC; and revised the heading of No. 7 – Resolution reference the dry storage facility.

**Chairperson Pardo** stated that No. 6 – presentation to Diamonte Dove would be conducted prior to approval of the Consent Agenda.

**Adoption of Agenda**

A motion was made by **Councilperson Brooks** and seconded by **Chair pro tem Davis** to approve the agenda as amended.

**MOTION**

Upon a roll call vote by Deputy City Clerk Anthony, the vote was unanimous.

**MOTION APPROVED**

**CONSENT AGENDA:**

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

**MINUTES:**

1. **MINUTES OF THE REGULAR CITY COUNCIL MEETING HELD ON OCTOBER 21, 2009.**

**RESOLUTIONS:**

2. **RESOLUTION NO. 136-09 A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF RIVIERA BEACH, PALM BEACH COUNTY, FLORIDA, AUTHORIZING THE MAYOR AND CITY CLERK TO EXECUTE THE FLORIDA INLAND NAVIGATION DISTRICT (FIND) PROJECT AGREEMENT ON BEHALF OF THE CITY; ACCEPTING FUNDS IN THE AMOUNT OF \$475,000 FROM FIND WITH A REQUIRED MATCH OF \$475,000; AUTHORIZING THE FINANCE DIRECTOR TO SET UP A BUDGET FOR SAME; AND PROVIDING AN EFFECTIVE DATE.**

**Deputy City Clerk Anthony** read the aforementioned into the record.

A motion was made by **Chair pro tem Davis** and seconded by **Councilperson Brooks** to approve Resolution No. 136-09.

**MOTION**

**Gerald Ward, 31 W 20<sup>th</sup> Street**, made comments reference the contents of the project agreement. He then encouraged the City Council if the intent was to approve the item, to pay strict attention to Chapter 287.05 F.S.

Upon a roll call vote by Deputy City Clerk Anthony, the vote was unanimous.

**MOTION APPROVED**

3. RESOLUTION NO. \_\_\_\_\_ A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF RIVIERA BEACH, PALM BEACH COUNTY, FLORIDA, ACCEPTING THE INTERLOCAL AGREEMENT FROM PALM BEACH COUNTY – OFFICE OF CRIMINAL JUSTICE COMMISSION IN THE AMOUNT OF \$168,000 FOR FISCAL YEAR OCTOBER 1, 2009 AND ENDING SEPTEMBER 30, 2010; AUTHORIZING THE MAYOR AND CITY CLERK TO EXECUTE THE AGREEMENT; AND AUTHORIZING THE FINANCE DIRECTOR TO ESTABLISH A BUDGET; AND PROVIDING AN EFFECTIVE DATE. ~~REMOVED~~
  
4. RESOLUTION NO. 137-09 A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF RIVIERA BEACH, PALM BEACH COUNTY, FLORIDA, AUTHORIZING THE MAYOR AND CITY CLERK TO EXECUTE THE INTERLOCAL AGREEMENT BETWEEN THE SOLID WASTE AUTHORITY OF PALM BEACH COUNTY AND THE CITY OF RIVIERA BEACH; AND PERMITTING THE SOLID WASTE AUTHORITY TO RECEIVE AND PROCESS ALL CITY SOLID WASTE AND RECYCLABLE MATERIALS; FURTHER AUTHORIZING THE CITY TO RECEIVE PAYMENT FROM THE AUTHORITY AS A PART OF THE AUTHORITY'S REVENUE SHARE PROGRAM PERTAINING TO THE SALE OF PROCESSED RECYCLABLE MATERIALS; AND PROVIDING AN EFFECTIVE DATE.
  
5. RESOLUTION NO. 138-09 A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF RIVIERA BEACH, PALM BEACH COUNTY, FLORIDA, ADOPTING THE FURLOUGH POLICY FOR FISCAL YEAR 2009-2010; AND PROVIDING AN EFFECTIVE DATE.

#### END OF CONSENT AGENDA

A motion was made by **Councilperson Davis Johnson** and seconded by **Chair pro tem Davis** to approve the Consent Agenda as amended.

**MOTION**

Upon a roll call vote by Deputy City Clerk Anthony, the vote was unanimous.

**MOTION APPROVED**

#### **PETITIONS AND COMMUNICATIONS FOR FILING:**

**NONE**

**AWARDS AND PRESENTATIONS:**

6. **PRESENTATION AUTHORIZING THE RECOGNITION OF DIAMONTE DOVE AS THE WINNER OF THE RIVIERA BEACH PUBLIC LIBRARY CYBERMOBILE LOGO CONTEST.**

**Cynthia Cobb, Librarian**, recognized Diamonte Dove and Mayor Masters presented him with a plaque.

**PUBLIC HEARINGS:**

**NONE**

**ORDINANCES ON SECOND READING:**

**NONE**

**ORDINANCES ON FIRST READING:**

**NONE**

**COMMENTS FROM THE PUBLIC – 8:00 PM\*<sup>1</sup> – Non Agenda or Consent Item Speakers (Three Minute Limitation)** *Please be reminded that the City Council has adopted a set of “Rules of Decorum Governing Public Conduct During Official Meetings”, which has been posted at the entrance of the Council Chambers. In an effort to preserve order, if any of the rules are not adhered to, the Council Chair may have any disruptive speaker removed from the podium from the meeting and/or the building, if necessary. Please govern yourselves accordingly.*

**Nora Mahoney, 2120 Broadway**, made comments reference televising the Planning and Zoning Board meetings; and a boat repair business located next to her business.

**Richard Wester**, advised his address was that of the city's marina and continued with comments in opposition to the berating of staff during public comments.

**George Carter, Riviera Beach Maritime Academy**, announced Youthbuild would be kicking off November 13, 2009 at 5:00 p.m. He stated that funding was only available for 6 paid positions.

**Mike Mahoney, 2120 Broadway**, complimented the progress in Bicentennial Park. He continued with comments reference holiday decorations on Broadway. Mr. Mahoney made comments reference an incident that occurred at the St.

George's soup kitchen and the patrons utilizing parking spaces on city owned property.

**Norma Duncombe, Lake Shore Drive,** requested that the City Council make a motion to suspend their pay for one month or one pay period as indicated at a previous City Council Meeting.

**Bonnie Larson, W 27<sup>th</sup> Street,** inquired about the format in which agenda backup was posted to the web; she continued with comments reference improvements to Broadway.

**Fane Lozman, Riviera Beach Marina,** read the 1<sup>st</sup> Amendment rights into the record. He continued with reading an email sent to the mayor from a prosecutor in Broward County. He then announced his dissatisfaction with the elected officials for violating his rights.

**Lonnie Lovett, 670 W 36<sup>th</sup> Street,** made comments reference residents taking a stand against being disgraced by the actions of a member of the public who constantly belittles staff members.

**Gerald Ward, 31 W 20<sup>th</sup> Street,** made comments reference the City Council Workshop scheduled for November 5<sup>th</sup> at 6:00 on the capital budget. He made comments reference the lack of backup information for No. 8 – discussion reference 21<sup>st</sup> Street.

**Angela Wynn, W 35<sup>th</sup> Street,** announced that the Riviera Beach Civic Association would be held November 16<sup>th</sup> at Newcomb Hall. She continued with comments reference the cases involving Fane Lozman.

**Zar Yassine, 2124 Broadway,** made comments reference the complaints filed against his business by the owners of Dee's T-shirts and a possible resolution to the matter.

**Marie Allsopp, 1921 Marsh Harbour Drive,** made comments reference the options stated at a previous meeting for the residents of Marsh Harbour. She continued with comments reference the mayor moving into Marsh Harbour to experience first hand the living conditions of the residents in the community.

**Solomon Burgess, 1981 Freeport Drive,** expressed appreciation for the efforts put forth by the Police Department to eradicate the criminal activity within Marsh Harbour. He continued with comments reference the inability to schedule a meeting with Cornerstone, the residents of Marsh Harbour, and the city.

**Mary Stenger, 1959 Freeport Drive,** reviewed meetings previously held with members of staff, the CDD, CMS the company managing the property, and residents of Marsh Harbour.

**City Manager Jones** provided a status report on scheduling a meeting with Cornerstone as requested by Chairperson Pardo.

**Chair pro tem Davis** requested that City Manager Jones or City Attorney Ryan draft a letter and send it certified to Cornerstone requesting a meeting.

**Judith Thomas, 1312 Lucaya Drive**, requested a motion directing that a letter be drafted and sent certified so that it could not be said that the request was of one councilperson and not the city council as a body. She continued with comments reference a public records request she submitted and received a response from one department.

**Mary Brabham, 1564 W 9<sup>th</sup> Street**, made comments reference the City Council finding a solution to the problem the residents of Marsh Harbour was experiencing. She continued with complimenting the City Council on their efforts to communicate with the residents. Ms Brabham announced that a meeting would be held with the residents of Marsh Harbour and Sonoma Bay to appoint board members. She continued with comments reference oratorical activities being a part of the Martin Luther King, Jr. Celebration and that information was distributed to the Mayor and City Council.

<sup>†</sup>Public Comments will begin at 8:00 PM or if an item is already in progress at 8:00 PM, Public Comments will begin immediately after the item has concluded.

### **REGULAR:**

7. **RESOLUTION NO. 139-09 A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF RIVIERA BEACH, PALM BEACH COUNTY, FLORIDA, DECLARING THAT THE CITY WILL NO LONGER OPERATE A DRY STORAGE FACILITY; AUTHORIZING STAFF TO ADJUST THE PALM BEACH COUNTY PUBLIC ACCESS GRANT AGREEMENT TO REFLECT THE REMOVAL OF \$400,000 ALLOCATED IN PHASE I FOR THE REPAIR AND RENOVATION PORTION OF DRY STORAGE FACILITY AND REALLOCATE THAT AMOUNT TO DESIGN AND ENGINEERING SERVICES ~~REPLACE IT WITH THE COST FOR DEMOLITION OF SAID FACILITY;~~ AUTHORIZING THE FINANCE DIRECTOR TO AMEND THE CITY BUDGET TO REFLECT THE ELIMINATION OF THE DRY STORAGE OPERATION; AND PROVIDING AN EFFECTIVE DATE.**

**Deputy City Clerk Anthony** read the aforementioned Resolution into the record.

A motion was made by **Chair pro tem Davis** and seconded **Councilperson Lowe** to approve Resolution No. 139-09.

**MOTION**

An overall review of the dry storage operations was presented by the Marina Director; followed with financial detailed information presented by the Finance Director.

**Norma Duncombe, Lake Shore Drive**, made comments reference revenue received by the marina and the inefficient management of its operations.

**Lynne Hubbard, 1405 W 23<sup>rd</sup> Street**, made comments reference other entities desiring to run the marina because of its location. She continued stating on behalf of the Westside Civic Association, disapproval of the proposed resolution.

**Bonnie Larson, W 27<sup>th</sup> Street**, made comments reference the lack of maintenance on city property and the lack of employee accountability.

**Fane Lozman, Riviera Beach Marina**, made comments reference the lack of customer service provided by Marina staff members. He also made comments reference funds generated by the marina and its dry storage facility.

**Gerald Ward, 31 W 20<sup>th</sup> Street**, made comments reference the timely availability of backup information. He also stated that the item was not presented to the Waterfront Advisory Board. He continued with comments as it related to information he provided to the City Council regarding articles written about the Marina. Mr. Ward continued with comments reference the City Council's statutory authority to give the finance director the opportunity to modify the budget.

**Chair pro tem Davis** requested that the resolution be revised to read "enclosed dry storage facility".

**Councilperson Davis Johnson** stated for the record that she was uncomfortable with the item. She stated that she did not feel that she had sufficient information in order to make an educated vote. She stated that she should have been provided the opportunity to review the report with Mr. Timpson and Mr. Legue; therefore, she felt it would be in the best interest of the city to oppose the proposed resolution.

**Councilperson Lowe** stated that he would feel comfortable with the resolution if Section 1 as presented was removed.

There was a consensus of the City Council to change the wording in the resolution to "existing enclosed dry storage facility".

Upon a roll call vote by Deputy City Clerk Anthony, the motion was approved with Councilperson Davis Johnson dissenting.

**MOTION APPROVED**

**8. DISCUSSION OF A DEVELOPMENT AGREEMENT BETWEEN THE CITY OF RIVIERA BEACH, AND JSF MARINE, LLC, REGARDING FUTURE DEVELOPMENT OF A PORTION OF EAST 21<sup>ST</sup> STREET.**

**BOARD APPOINTMENT(S):**

**NONE**

**DISCUSSION BY THE CITY MANAGER:**

**City Manager Jones** reminded the City Council of the workshop scheduled for November 5<sup>th</sup> at 6:00 p.m. and that a workshop was scheduled for November 17<sup>th</sup> regarding labor negotiations in the Utility Conference Room. She continued with stating that the legislative would be polling the City Council reference scheduling a budget workshop to discuss Fiscal Year 2010/2011 budget.

**LEGAL DISCUSSION/REQUEST:**

**City Attorney Ryan** reminded the City Council of the Closed Executive Session scheduled for November 5<sup>th</sup> at 5:00 p.m. and that the case Denise Baker vs City of Riviera Beach would be discussed during this session also.

**DISCUSSION AND RECOMMENDATIONS BY CITY COUNCIL:**

**Councilperson Lowe** made comments reference residents putting forth an effort to make a change rather than complaining.

**Councilperson Davis Johnson** stated that she would be scheduling a listening tour in Marsh Harbour specifically for its residents. She announced that the Criminal Justice Protection would be at the Port Center November 6<sup>th</sup>, 9:00 a.m. until 6:00 p.m. in search of individuals possessing a Class D security license for upcoming events.

**Councilperson Brooks** requested that staff research funding that may be available to assist senior citizens in paying their water bill. She continued with comments reference a report of an employee using profanity in the presence of children. She also stated that she would not be in attendance at the Closed Executive Session and workshop scheduled for November 5<sup>th</sup>.

**Chair pro tem Davis** recognized David Hall (Parks and Recreation) and Jeff Gagnon (Community Development) for their assistance in completing a project for a senior citizen. She stated that she would like to do a formal recognition at the next City Council Meeting. She announced that she had a ticket to the Palm Beach County Caucus of Black Elected Officials luncheon scheduled for November 7<sup>th</sup> that she wanted to giveaway. She also announced that she had five senior homes that were in need of painting and the contractor who agreed to the work was unable to follow through with his commitment due to family issues and she was requesting that contractors assist her in these efforts. Ms Davis also requested that the city council adopt a clean city initiative.

**Chairperson Pardo** requested an update on the dock moratorium. She also requested a list of the Waterfront Advisory Board members with term expiration and attendance record for the past two years. She then requested that staff investigate who was responsible for maintaining the lights on Pine Point Road.

**Mayor Masters** announced that a call for action has been made amongst the religious leaders to address the violence taking place against young people during daylight hours. He announced that the Office of the Mayor had a facebook page at [www.MayorBishopThomasMasters.com](http://www.MayorBishopThomasMasters.com) to review the projects of the mayor. He continued with comments reference Marsh Harbour Development and requested that Police Chief Williams give an overview of the Police Department's efforts. He addressed the concern of a previous speaker regarding him moving into Marsh Harbour.

**Police Chief Williams** reviewed the efforts of the Police Department in assisting the residents of Marsh Harbour stating there had been several improvements to enhance visibility of security.

## **ADJOURNMENT**

**There being no further business, the meeting was duly adjourned at 10:05 p.m.**

PLEASE NOTE: A COMPLETE RECORDING AND AGENDA PACKAGE IS AVAILABLE IN THE OFFICE OF THE CITY CLERK.

**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. JOHNSON** \_\_\_\_\_  
**S. LOWE** \_\_\_\_\_

**DATE APPROVED: 11/18/2009**

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

**MEETING DATE:** November 18, 2009

**AGENDA ITEM SUMMARY NO.** D09-112-3

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

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

**SUBJECT:** Maintenance Service Agreement from Motorola, Inc. for the period of October 1, 2009, through September 30, 2010, at a total cost of \$49,254.96. This Maintenance Contract is for Motorola Radio and Telephone equipment used by the Police Department Communications Center.

**RECOMMENDATION / MOTION:** Staff recommends that the City Council approve the service agreement for telephone and Radio equipment, total amount of \$49,254.96.

**INTER-DEPARTMENTAL REVIEW & DATE**

• Assistant City Manager <i>BS 11/12/09</i>	Library
• City Attorney <i>PHL 11/10/09</i>	Marina
• City Clerk <i>SA</i>	• Police <i>Jon</i>
Community Development	Public Works
• Finance <i>ST 11-10-09</i>	Purchasing
Fire	Recreation & Parks
Human Resources	Utilities
Information Systems	Other

**APPROVED BY CITY MANAGER:** *[Signature]*

**DATE:** 11-12-09

Originating Dept. <i>[Signature]</i> Police Department User Dept. <i>[Signature]</i> Police Department Advertised: <input type="checkbox"/> Not Required <b>Affected Parties</b> <input checked="" type="checkbox"/> Notified <input type="checkbox"/> Not Required	<b>Costs: \$49,254.96</b> Current FY: _____ Funding Source: <input type="checkbox"/> Capital Improvement <input checked="" type="checkbox"/> Operating <input type="checkbox"/> Other Budget Account Number: 001-0817-521-0-4601	<b>City Council Actions:</b> <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 _____ <b>Attachments:</b> 1. Resolution 2. Two (2) Original Service Agreements
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**BACKGROUND / SUMMARY:**

Since 1991, the City of Riviera Beach has contracted with Motorola, Inc., to service the Police Department's radio equipment. In November 2004, the City installed new radio console equipment, purchased through the COPS Technology Grant Award. During the first year, the Maintenance Service Agreement was included as part of the initial purchase. The Department also purchased 145 portable radios in the 2004 radio purchase.

The radio console is one of the most essential pieces of equipment in the Public Safety Communications Center and portable radios are mission critical and are the primary mode of communication for officers in the field. If a technical issue or system failure presents itself, the Police Department must have a service agreement in place to ensure timely repair of the console and a process in place to provide continual repair and maintenance of portable radios.

**Item No.02**

A service agreement will guarantee that qualified personnel are available to service and/or repair the console and portable radios as needed. The service agreement will also provide for, but is not limited to, telephone support, on-site support, and case management.

Motorola designed and installed the radio console and provided the portable radios therefore making it proprietary. Staff recommends that Motorola continue to provide services as outlined in the proposed Maintenance Service Agreement. Staff recognizes that Motorola's past service to the City has been prompt, professional, and courteous.

[The remainder of this was intentionally left blank.]



RESOLUTION NO. \_\_\_\_\_

**A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF RIVIERA BEACH, PALM BEACH COUNTY, FLORIDA, APPROVING THE MAINTENANCE SERVICE CONTRACT FOR SERVICE OF TELEPHONE EQUIPMENT AND RADIO SERVICE FOR THE FISCAL YEAR 2009/2010, WITH MOTOROLA COMMUNICATIONS AND ELECTRONICS, INC., AT A TOTAL COST OF \$49,254.96; AUTHORIZING THE MAYOR AND CITY CLERK TO EXECUTE A LETTER OF EXTENSION AUTHORIZING THE FINANCE DIRECTOR TO MAKE PAYMENT FROM ACCOUNT NUMBER 001-0817-521-0-4601; AND PROVIDING AN EFFECTIVE DATE.**

**WHEREAS**, the City has contracted with Motorola to maintain the Radio equipment since 1994; and

**WHEREAS**, the contract is renewed annually; and

**WHEREAS**, Motorola has submitted a Letter of Extension to continue to service and maintain the City's Radio equipment for the total sum of \$49,254.96.

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

**SECTION 1.** The City Council authorizes the Mayor and City Clerk to execute the Letter of Extension with Motorola Communications on behalf of the City for \$49,254.96.

**SECTION 2.** The Finance Director is authorized to make monthly payments in the amount of \$4,104.58 from account number 001-0817-521-0-4601 to Motorola for maintenance of the 800 MHz trucking Radio equipment and portable radios.

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

**[The remainder of this was intentionally left blank.]**

RESOLUTION NO. \_\_\_\_\_  
PAGE 2

PASSED and APPROVED this \_\_\_\_\_ day of \_\_\_\_\_, 2009.

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: \_\_\_\_\_

B. BROOKS \_\_\_\_\_

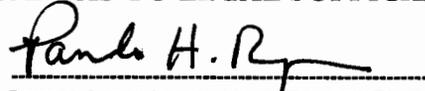
J. DAVIS \_\_\_\_\_

T. JOHNSON \_\_\_\_\_

D. PARDO \_\_\_\_\_

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

REVIEWED AS TO LEGAL SUFFICIENCY

  
\_\_\_\_\_  
PAMALA HANNA RYAN, CITY ATTORNEY



June 29, 2009

City of Riviera Beach  
Attn: Asst. Chief Danny Jones  
600 West Blue Heron Blvd.  
Riviera Beach, FL 33040

**RE: Extension to Maintenance and Support Agreement: S00001002124  
Product: Motorola SmartZone Radio System**

Dear Asst. Chief Danny Jones:

By means of this letter, Motorola, Inc. hereby extends the City of Riviera Beach's maintenance and support agreement as referenced above. Enclosed are two (2) copies of the updated equipment inventory, Statements of Work and Pricing Worksheet for the period 10/01/09 through 9/30/10. All terms and conditions shall remain in full force and effect.

Please indicate acceptance of this extension by signing the acceptance block below and **returning one copy to my attention at Motorola, Inc. 8000 W Sunrise Blvd RCV West 11-14J, Plantation, Florida 33322 or fax it to my attention at 954-723-4791 on or before 10/01/09.** Failure to return this fully executed letter on or before 10/01/09 will result in a lapse in maintenance, which will be subject to a 10% recertification and reimplementation fee.

If you have any questions or need further clarification, please contact me directly at 954-723-4718 or 954-520-8868. In addition you can also send an email to me at [cindee@motorola.com](mailto:cindee@motorola.com).

Sincerely,

*Cindee Markes*

Cindee Markes  
Customer Support Mgr.  
Motorola, Inc.

**Accepted by:**

**MOTOROLA, INC.**

Signed by: *Cindee Markes*

Printed Name: Cindee Markes

Title: Customer Support Manager

Date: 6-29-09

**City of Riviera Beach**

Signed by: \_\_\_\_\_

Printed Name: \_\_\_\_\_

Title: \_\_\_\_\_

Date: \_\_\_\_\_

Signed by: \_\_\_\_\_

Printed Name: \_\_\_\_\_

Title: \_\_\_\_\_

Date: \_\_\_\_\_

## Pricing Worksheet

**Effective Date:** 10/1/2009

**Customer:** Riviera Beach, City of

**Contract Number:** S00001002124

### **Service Products Provided**

Dispatch

OnSite Infrastructure Response

Network Monitoring

Infrastructure Repair with Advanced Replacement

Console Only Software Subscription Agreement

Local Radio Combo Package

Local Response & Repair for FHAS Zetron Equipment

**Maintenance Total: \$ 49,254.96**

**Customer:** Riviera Beach, City of

**Effective:** 10/1/2009

**Qty**      **SmartZone Radio Equipment**

4      Gold Elite Consoles  
1      CEB  
4      Spectra Consolettes  
4      MCC3600 Remotes  
1      Dispatch Center

**Qty**      **Fire House Alerting System**

2      Zetron Model 26 (main & backup)  
5      Zetron Model 6 Units (4 Fire Stations, 1 Dispatch)  
2      Control Stations

**Qty**      **Subscribers**

20      LTS2000  
125      XTS5000

## Statement of Work

### On Site Infrastructure Response and Dispatch Service

#### 1.0 Description of Services

The Motorola System Support Center (SSC) will receive Customer request for service and dispatch a Servicer. The Servicer will respond to the Customer location based on pre-defined Severity Levels set forth in the Severity Definitions Table and Response times set forth in the Response Time Table in order to Restore the System.

Motorola will provide Case management as set forth herein. The SSC will maintain contact with the on-site Servicer until System Restoral and Case is closed. The SSC will Continuously track and manage Cases from creation to close through an automated Case tracking process. This Case management allows for Motorola to provide Case activity reports.

The terms and conditions of this Statement of Work (SOW) are an integral part of Motorola's Service Terms and Conditions or other applicable Agreement to which it is attached and made a part thereof by this reference.

#### 2.0 Motorola has the following responsibilities:

- 2.1. Continuously receive service requests.
- 2.2. Create a Case as necessary when service requests are received. Gather information to perform the following:
  - 2.2.1. Characterize the issue.
  - 2.2.2. Determine a plan of action.
  - 2.2.3. Assign and track the Case to resolution.
- 2.3. Dispatch a Servicer as required by Motorola standard procedures and provide necessary Case information collected in 2.2.
- 2.4. Ensure the required personnel have access to Customer information as needed.
- 2.5. Servicer will perform the following on-site:
  - 2.5.1. Run diagnostics on the Infrastructure or FRU.
  - 2.5.2. Replace defective Infrastructure or FRU, as applicable. Customer, Servicer or Motorola may provide Infrastructure or FRU.
  - 2.5.3. Provide materials, tools, documentation, physical planning manuals, diagnostic/test equipment and any other requirements necessary to perform the Maintenance service.
  - 2.5.4. If a third party Vendor is needed to Restore the System, the Servicer may accompany that Vendor onto the Customer's premises.
- 2.6. Verify with Customer that Restoration is complete or System is functional, if required by Customer's repair Verification in the Customer Support Plan required by section 3.2. If Verification by Customer cannot be completed within 20 minutes of Restoration, the Case will be closed and the Servicer will be released.
- 2.7. Escalate the Case to the appropriate party upon expiration of a Response time.
- 2.8. Close the Case upon receiving notification from Customer or Servicer, indicating the Case is resolved.
- 2.9. Notify Customer of Case Status as defined required by the Customer Support Plan:
  - 2.9.1. Open and closed; or
  - 2.9.2. Open, assigned to the Servicer, arrival of the Servicer on-site, deferred or delayed, closed.
- 2.10. Provide Case activity reports to Customer.

#### 3.0 Customer has the following responsibilities:

- 3.1. Contact Motorola, as necessary, to request service.
- 3.2. Provide Motorola with pre-defined Customer information and preferences prior to Start Date necessary to complete Customer Support Plan.
  - 3.2.1. Case notification preferences and procedure.
  - 3.2.2. Repair Verification preference and procedure.



- 3.2.3. Database and escalation procedure forms.
- 3.2.4. Submit changes in any information supplied in the Customer Support Plan to the Customer Support Manager.
- 3.3. Provide the following information when initiating a service request:
  - 3.3.1. Assigned System ID number.
  - 3.3.2. Problem description and site location.
  - 3.3.3. Other pertinent information requested by Motorola to open a Case.
- 3.4. Allow Servicicers access to Equipment.
- 3.5. Supply Infrastructure or FRU, as applicable, in order for Motorola to Restore the System as set forth in paragraph 2.5.2.
- 3.6. Maintain and store in an easily accessible location any and all Software needed to Restore the System.
- 3.7. Maintain and store in an easily accessible location proper System backups.
- 3.8. For E911 systems, test the secondary/backup PSAP connection to be prepared in the event of a catastrophic failure of a system. Train appropriate personnel on the procedures to perform the function of switching to the backup PSAP.
- 3.9. Verify with the SSC that Restoration is complete or System is functional, if required by Repair Verification preference provided by Customer in accordance with section 3.2.
- 3.10. Cooperate with Motorola and perform all acts that are reasonable or necessary to enable Motorola to provide these services.

**Severity Definitions Table**

Severity Level	Problem Types
Severity 1	<ul style="list-style-type: none"> <li>▪ Response is provided Continuously</li> <li>▪ Major System failure</li> <li>▪ 33% of System down</li> <li>▪ 33% of Site channels down</li> <li>▪ Site Environment alarms (smoke, access, temp, AC power).</li> <li>▪ This level is meant to represent a major issue that results in an unusable system, sub-system, Product, or critical features from the Customer's perspective. No Work-around or immediate solution is available.</li> </ul>
Severity 2	<ul style="list-style-type: none"> <li>▪ Response during Standard Business Day</li> <li>▪ Significant System Impairment not to exceed 33% of system down</li> <li>▪ System problems presently being monitored</li> <li>▪ This level is meant to represent a moderate issue that limits a Customer's normal use of the system, sub-system, product, or major non-critical features from a Customer's perspective</li> </ul>
Severity 3	<ul style="list-style-type: none"> <li>▪ Response during Standard Business Day</li> <li>▪ Intermittent system issues</li> <li>▪ Information questions</li> <li>▪ Upgrades/Preventative maintenance</li> <li>▪ This level is meant to represent a minor issue that does not preclude use of the system, sub-system, product, or critical features from a Customer's perspective. It may also represent a cosmetic issue, including documentation errors, general usage questions, recommendations for product enhancements or modifications, and scheduled events such as preventative maintenance or product/system upgrades.</li> </ul>

**Response Times Table (Customer's Response Time Classification is designated in the Service Agreement)**

Severity Level	Premier Response Time	Regular Response Time
Severity 1	Within 2 hours from receipt of Notification Continuously 24 x 7	Within 4 hours from receipt of Notification Standard Business Day
Severity 2	Within 4 hours from receipt of Notification Standard Business Day	Within 4 hours from receipt of Notification Standard Business Day
Severity 3	Within 24 hours from receipt of Notification Standard Business Day	Within 24 hours from receipt of Notification Standard Business Day



## Statement of Work

### Infrastructure Repair with Advanced Replacement

#### 1.0 Description of Services

Infrastructure Repair is a repair service for Motorola and select third party Infrastructure as set forth in the applicable attached Exhibit(s), all of which are hereby incorporated into this Statement of Work (SOW) by this reference. Customer's System type determines which exhibit is applicable (i.e. SmartZone system exhibit, SmartNet system exhibit). Infrastructure may be repaired down to the Component level, as applicable, at the Motorola Infrastructure Depot Operations (IDO). At Motorola's discretion, select third party Infrastructure may be sent to the original equipment manufacturer or third party vendor for repair. If Infrastructure is no longer supported by the original equipment manufacturer or third party vendor, Motorola may replace Infrastructure with similar Infrastructure, when possible.

When available, Motorola will provide Customer with an Advanced Replacement unit(s) or FRU(s) in exchange for Customer's malfunctioning FRU(s). Non-standard configurations, Customer-modified Infrastructure and certain third party Infrastructure are excluded from Advanced Replacement service. Malfunctioning FRU (s) will be evaluated and repaired by IDO and returned to IDO FRU inventory upon completion of repair. In cases where Advanced Replacement is not available or when a Customer requires the exact serial number to be returned, a FRU may be available on a Loaner basis.

The terms and conditions of this SOW are an integral part of Motorola's Service Terms and Conditions or other applicable agreement to which it is attached and made a part thereof by this reference.

#### 2.0 Motorola has the following responsibilities:

- 2.1. Use commercially reasonable efforts to maintain an inventory of FRU.
- 2.2. Provide new or reconditioned units as FRU to Customer or Servicer, upon request and subject to availability. The FRU will be of similar kit and version, and will contain like boards and chips, as the Customer's malfunctioning Infrastructure.
- 2.3. Program FRU to original operating parameters based on templates provided by Customer as required in Section 3.5. If Customer template is not provided or is not reasonably usable, a standard default template will be used.
- 2.4. Properly package and ship Advanced Replacement FRU from IDO's FRU inventory to Customer specified address.
  - 2.4.1. During normal operating hours of Monday through Friday 7:00am to 7:00pm CST, excluding holidays, FRU will be sent next day air via Federal Express Priority Overnight or UPS Red, unless otherwise requested. Motorola will pay for such shipping, unless Customer requests shipments outside of the above mentioned standard business hours and/or carrier programs, such as NFO (next flight out). In such cases, Customer will be subject to shipping and handling charges.
  - 2.4.2. When sending the Advanced Replacement FRU to Customer, provide a return air bill in order for Customer to return the Customer's malfunctioning FRU. The Customer's malfunctioning FRU will become property of IDO and the Customer will own the Advanced Replacement FRU.
  - 2.4.3. When sending a Loaner FRU to Customer, IDO will not provide a return air bill for the malfunctioning Infrastructure. The Customer is responsible to arrange and pay for shipping the malfunctioning Infrastructure to IDO. IDO will repair and return the Customer's Infrastructure and will provide a return air bill for the customer to return IDO's Loaner FRU.
- 2.5. Provide repair return authorization number upon Customer request for Infrastructure that is not classified as an Advanced Replacement or Loaner FRU.
- 2.6. Receive malfunctioning Infrastructure from Customer and document its arrival, repair and return.
- 2.7. Perform the following service on Motorola Infrastructure:
  - 2.7.1. Perform an operational check on the Infrastructure to determine the nature of the problem.
  - 2.7.2. Replace malfunctioning FRU or Components.
  - 2.7.3. Verify that Motorola Infrastructure is returned to Motorola manufactured specifications, as applicable
  - 2.7.4. Perform a Box Unit Test on all serviced Infrastructure.

- 2.7.5. Perform a System Test on select Infrastructure.
  - 2.8. Provide the following service on select third party Infrastructure:
    - 2.8.1. Perform pre-diagnostic and repair services to confirm Infrastructure malfunction and eliminate sending Infrastructure with no trouble found (NTF) to third party vendor for repair, when applicable.
    - 2.8.2. Ship malfunctioning Infrastructure to the original equipment manufacturer or third party vendor for repair service, when applicable.
    - 2.8.3. Track Infrastructure sent to the original equipment manufacturer or third party vendor for service.
    - 2.8.4. Perform a post-test after repair by Motorola, original equipment manufacturer, or third party vendor to confirm malfunctioning Infrastructure has been repaired and functions properly in a Motorola System configuration, when applicable.
  - 2.9. Re-program repaired Infrastructure to original operating parameters based on templates provided by Customer as required by Section 3.5. If Customer template is not provided or is not reasonably usable, a standard default template will be used. If IDO determines that the malfunctioning Infrastructure is due to a Software defect, IDO reserves the right to reload Infrastructure with a similar Software version. Enhancement Release(s), if needed, are subject to additional charges to be paid by Customer unless the Customer has a Motorola Software Subscription agreement.
  - 2.10. Properly package repaired Infrastructure unless Customer's malfunctioning FRU was exchanged with an IDO FRU. Motorola will return Customer's FRU(s) to IDO's FRU inventory, upon completion of repair.
  - 2.11. Ship repaired Infrastructure to the Customer specified address during normal operating hours set forth in 2.4.1. FRU will be sent two-day air unless otherwise requested. Motorola will pay for such shipping, unless Customer requests shipments outside of the above mentioned standard business hours and/or carrier programs, such as NFO (next flight out). In such cases, Customer will be subject to shipping and handling charges.
- 3.0 Customer has the following responsibilities:
- 3.1. Contact or instruct Servicer to contact the Motorola System Support Center (SSC) and request an Advanced Replacement, or Loaner FRU and a return authorization number (necessary for all non-Advanced Replacement repairs) prior to shipping malfunctioning Infrastructure or third party Infrastructure named in the applicable attached Exhibit.
    - 3.1.1. Provide model description, model number, serial number, type of System and Firmware version, symptom of problem and address of site location for FRU or Infrastructure.
    - 3.1.2. Indicate if Infrastructure or third party Infrastructure being sent in for service was subjected to physical damage or lightning damage.
    - 3.1.3. Follow Motorola instructions regarding inclusion or removal of Firmware and Software applications from Infrastructure being sent in for service.
    - 3.1.4. Provide Customer purchase order number to secure payment for any costs described herein.
  - 3.2 Pay for shipping of Advanced Replacement or Loaner FRU from IDO if Customer requested shipping outside of standard business hours or carrier programs set forth in section 2.4.1.
  - 3.3 Within five (5) days of receipt of the Advanced Replacement FRU from IDO's FRU inventory, properly package Customer's malfunctioning Infrastructure and ship the malfunctioning Infrastructure to IDO for evaluation and repair as set forth in 2.7. Customer must send the return air bill, referenced in 2.4.2 above back to IDO in order to ensure proper tracking of the returned Infrastructure. Customer will be subject to a replacement fee for malfunctioning Infrastructure not properly returned. For Infrastructure and/or third party Infrastructure repairs that are not exchanged in advance, properly package Infrastructure and ship the malfunctioning FRU, at Customer's expense and risk of loss to Motorola. Customer is responsible for properly packaging the Customer malfunctioning Infrastructure FRU to ensure that the shipped Infrastructure arrives un-damaged and in repairable condition. Clearly print the return authorization number on the outside of the packaging.
  - 3.4 If received, Customer must properly package and ship Loaner FRU back to IDO within five (5) days of receipt of Customer's repaired FRU.
  - 3.5 Maintain templates of Software/applications and Firmware for reloading of Infrastructure as set forth in paragraph 2.3 and 2.9.
  - 3.6 Cooperate with Motorola and perform all acts that are reasonable or necessary to enable Motorola to provide the Infrastructure Repair with Advanced Replacement services to Customer.



4.0 In addition to any exclusions named in Section 5 of the Service Terms and Conditions or in any other underlying Agreement to which this SOW is attached, the following items are excluded from Infrastructure Repair with Advanced Replacement:

1. All Infrastructure over seven (7) years from product cancellation date.
2. Physically damaged Infrastructure.
3. Third party Equipment not shipped by Motorola.
4. Consumable items including, but not limited to, batteries, connectors, cables, tone/ink cartridges.
5. Test equipment.
6. Racks, furniture and cabinets.
7. Firmware and/or Software upgrades.



Console Only Infrastructure Exhibit	Inclusions, Exclusions, Exceptions and Notes for Infrastructure Repair
Card Cages	Included
Central Electronics Bank(s) (CEB)	Includes Logging Recorder Interface and Network Hub. Includes Base Interface Module (BIM), Console Operator Interface Module (COIM), Operator Interface Module (OMI).
Central Electronic Shelf (CES)	Included
Computer(s)	Includes computers that directly interface with CEB. Includes keyboards, mice and trackballs. Excludes laptop computers and all 286, 386, 486 computers. Defective or phosphor-burned cathode ray tubes CRT(s) and burned-in flat panel display image retention.
Console(s)	Includes consoles (Centracom Gold Series, Centracom Gold Series Elite, Centracom Gold Elite, CommandSTAR lite, MIP5000, MC1000, MC2000, MC2500, MC3000, MCC5500) Includes headset jacks, dual footswitches, gooseneck microphones and Console Interface Electronics (CIE). Excludes Centracom I.
Console Audio Box (CAB)	Included
Dictaphones, Logging Recorders and Recording Equipment	Excludes all types and models.
Junction Box	Included
Microwave Equipment.	Excluded from service agreement but may be repaired on an above contract, time and material basis. All Equipment must be shipped to IDO. Excludes any on-site services.
Monitor(s)	Includes all Motorola certified monitors connected to computers that directly interface with or control the communications System. Excludes defective or phosphor-burned cathode ray tubes CRT(s) and burned-in flat panel displays image retention. Monitors not shipped by Motorola and/or cannot be confirmed by a Motorola factory order number.
Site Frequency Standard(s)	Includes Netclocks systems Excludes MFS -Rubidium Standard Network Time and Frequency devices
UPS Systems.	Excluded from service agreements but may be repaired on an above contract, time and material basis. All UPS Systems must be shipped to IDO for repair. Excludes any on-site services. Excludes all batteries.



## Statement of Work

### SP-Local Infrastructure Repair with On Site Response for FHAS

#### 1.0 Description of Services

Local Infrastructure Repair with On Site Response is a repair service provided by the Servicer for the Fire House Alerting System Infrastructure named on the Customer Equipment list. At the Servicer's discretion and responsibility, Infrastructure may be sent to Motorola, original equipment manufacturer, third party vendor, or other facility for repair.

The terms and conditions of this Statement of Work (SOW) are an integral part of Motorola's Service Terms and Conditions or other applicable Agreement to which it is attached and made a part thereof by this reference.

#### 2.0 Motorola Servicer has the following responsibilities:

- 2.1. Repair or replace Infrastructure at the Servicer facility or Customer location as determined by Servicer. Any replaced FRU will be of a similar kit and version, and will contain like boards and chips, as the Customer's malfunctioning FRU(s). Servicer is responsible for travel costs to a Customer location to repair Infrastructure.
- 2.2. Perform the following on FHAS Infrastructure:
  - 2.2.1. Perform an operational check on the Infrastructure to determine the nature of the problem.
  - 2.2.2. Repair or replace malfunctioning FRU, as determined by Servicer.
  - 2.2.3. Verify that FHAS Infrastructure is returned to manufactured specifications.
- 2.3. Provide the following service on select third party Infrastructure
  - 2.3.1. Perform pre-diagnostic and repair service to confirm Infrastructure malfunction and eliminate sending Infrastructure with no trouble found (NTF) to third party vendor for repair, when applicable.
  - 2.3.2. Ship malfunctioning Infrastructure to the original equipment manufacturer or third party vendor for repair service. Servicer is responsible for all shipping and handling charges.
  - 2.3.3. Coordinate and track Infrastructure sent to the original equipment manufacturer or third party vendor for service.
- 2.4. Re-program Infrastructure to original operating parameters based on templates provided by Customer required by Section 3.2. If the Customer template is not provided or is not reasonably usable, a standard default template will be used. The Servicer will provide the standard template.
- 2.5. Notify the Customer upon completion of repair or replacement.
- 2.6. Properly package, return ship or hand deliver Infrastructure to the Customer specified address. Servicer will pay return shipping charges, if being sent via overnight carrier.

#### 3.0 Customer has the following responsibilities:

- 3.1. Contact Servicer and provide the following information:
  - 3.1.1. Provide customer name, address of site location, and symptom of problem.
  - 3.1.2. Provide model description, model number, serial number, and type of System and Firmware version, if known.
- 3.2. Maintain and/or store backups of all applicable Software applications and Firmware for reloading, if necessary by Servicer, after repair service is completed.
- 3.3. Cooperate with Motorola and perform all acts that are reasonable or necessary to enable Motorola to provide Local Infrastructure Repair services to Customer.

## Statement of Work

### Software Subscription Console Only

#### 1.0 Description of Service

Motorola will provide to Customer Software Subscription services in accordance with this Statement of Work. Motorola will provide periodic software bulletins to Customer at its address for notice purposes (or at another address that Customer may direct in writing). These software bulletins announce and explain Enhancement Releases and Core Releases for Motorola and Non-Motorola Software that are available to Software Subscription Customers for use with their upgrade-capable Motorola Equipment covered by these services. Motorola will provide applicable Enhancement Releases or Core Releases as ordered by Customer.

Software Subscription includes design services for Enhancement Releases only. Motorola will review System audit data (when this service is performed by Motorola) along with an equipment list to avoid potential Software incompatibilities between equipment that is being upgraded versus equipment which is not being upgraded with the Enhancement Release. Motorola will identify additional equipment and engineering (if applicable) for the System that is required as a result of the upgrade and will recommend a plan for installation of this additional equipment in addition to the core or enhancement release. Implementation of this installation plan is not included with the Software Subscription services.

Additional Provisions for Software Subscription services that begin after December 31, 2004, concerning SmartZone 4.1 and Astro 25 Trunking Systems: Motorola recommends that Customer maintains continuity in receiving Software Subscription services until Customer decides to no longer install additional Enhancement Releases. If, contrary to this recommendation, Customer discontinues Software Subscription services and later decides to reinstitute Software Subscription services, then Motorola will provide those Software Subscription services retroactively to the date such services were discontinued.

#### Exclusions

The Software Subscription program originated from and was designed to support Motorola's radio systems business. The Software Subscription program does not cover the software, hardware, or services provided by Radio Service Software; ISD; Plant Equipment, Inc. ("Plant") -Motorola's E911 solution subcontractor; or any Motorola business sector other than CGISS. Software not purchased through Motorola is not covered.

Software Subscription services are not intended to, and do not, cover software support for virus attacks, games or other applications that are not part of the System, or misuse of the covered Software. Motorola is not responsible for management of anti-virus or other security applications (such as Norton).

The terms and conditions of this Statement of Work (SOW) are an integral part of Motorola's Service Terms and Conditions or other applicable Agreement to which it is attached and made a part thereof by this reference.

#### 2.0 Motorola has the following responsibilities:

- 2.1 Provide to Customer the software bulletins announcing Enhancement Releases and Core Releases.
- 2.2 Provide to Customer (in response to a Customer order) those Features included in an Enhancement Release that apply to the Motorola Software in Customer's existing System components.
- 2.3 Perform the following Software upgrade design:
  - 2.3.1 Review Infrastructure System audit data as needed.
  - 2.3.2 Identify additional System equipment needed to implement an Enhancement Release, if applicable.
  - 2.3.3 Complete a proposal defining the Enhancement Release, Equipment requirements, installation plan, and impact to System users that will fulfill the Customer's upgrade requirements.

- 2.3.4 Advise Customer of probable impact to System users during the actual field upgrade implementation.
- 2.4 Provide to Customer (in response to a Customer order) those Standard Features included in a Core Release that apply to the Motorola Software in Customer's existing System components. Optional Features issued with a Core Release are not included under these Software Subscription services but are available to Customer, under a separate agreement at a discount from current list price (20% for voice System Optional Features and 15% for data System Optional Features). Once an Optional Feature is provided to Customer, Enhancement Releases for that Optional Feature are available at no additional charge.
- 3.0 Customer has the following responsibilities:
  - 3.1 Customer must contact its Motorola representative to order an available Enhancement Release or Core Release as directed in the Customer Support Plan.
  - 3.2 Contact Motorola upon receiving a bulletin to engage the appropriate Motorola resources for an Enhancement Release.
  - 3.3 Review Software installation plans and impact to the users with appropriate Customer personnel.
  - 3.4 Cooperate with Motorola and perform all acts that are reasonable or necessary to enable Motorola to provide these services to Customer
- 4.0 Special provisions: the following provisions apply to the Software Subscription services :
  - 4.1 Customer acknowledges that if its System has a Special Product Feature, additional engineering may be required to prevent an installed Enhancement Release or Core Release from overwriting the Special Product Feature. Upon request, Motorola will determine whether a Special Product Feature can be incorporated into an Enhancement Release or Core Release and whether additional engineering effort is required.
  - 4.2 Customer is encouraged to install periodically Enhancement Releases because they may include minor performance enhancements and will keep the System current. In addition enhancement releases may contain updated versions of third party software enabling customers to obtain optimal support for these products. Customer is encouraged to migrate the Motorola Software to the most current Core Release because Enhancement Releases are available for a limited time for a given core release as defined by Motorola's life cycle roadmap.. If Customer's System is not maintained to a currently supported Software version, all Core Releases and Enhancement Releases may not be compatible with Customer's existing System.
  - 4.3 Additional hardware, software, or engineering services may be required if Customer desires to upgrade or migrate to a particular Core Release or Enhancement Release. If the size and complexity of Customer's System warrants, Motorola may provide consultation services to determine the technological, operational and financial impact of installing a particular Core Release or Enhancement Release on the System, pursuant to a separate agreement. Customer must pay for such consulting services and for any other engineering services, hardware, and software that are required to upgrade or migrate Customer's System due to each Enhancement Release or Core Release that Customer orders.
  - 4.4 Customer may use the Software (including any Enhancement Releases and Core Releases) only in accordance with the applicable Software License Agreement. Nothing in this Statement of Work or caused by Motorola rendering these Software Subscription services is intended to modify the Software License Agreement or to alter Motorola's intellectual property rights in and to its Software.
  - 4.5 Software Subscription services do not include repair or replacement of hardware or Software caused by defects that are not corrected by the Enhancement Releases and Core Releases, nor does it include repair or replacement of defects resulting from any nonstandard or improper use or conditions or from unauthorized installation of Software.
  - 4.6 Customer may terminate Software Subscription services at any time by giving written notice of termination to Motorola. Such termination will be effective at the next annual anniversary date following Motorola's receipt of the notice of termination and may be partial if that is reasonably necessary to accommodate a significant change to Customer's System configuration.
  - 4.7 These Software Subscription services and the parties' duties described in this Statement of Work will automatically terminate if Motorola no longer supports the Software version in Customer's System or discontinues the Software Subscription program; in either case, Motorola will refund to Customer any prepaid fees for Software Subscription services applicable to the terminated period.



- 4.8 Motorola may suspend or terminate these Software Subscription services, if Customer fails to pay Motorola any fees for Software Subscription services when due, Customer breaches the Software License Agreement or the Agreement, Customer's rights to use the Software under the Software License Agreement expires or is terminated, or Customer replaces its Motorola System with a system from another manufacturer.

## Statement of Work

### Local Radio Combo Package

#### 1.0 Description

Local Radio Combo Package provides operational check and board level repair services for mobile, portable, two-way and mobile data. An operational check is an analysis of the Equipment to identify external or internal defects. Local Radio Combo Package also includes service on standard palm microphones and single mobile controls heads, provided that they are required for normal operation of the two-way mobile and are included at the point of manufacture. Service is only included on Equipment specifically named in the applicable Agreement to which this Statement of Work is attached.

Local Radio Combo Package excludes repairs to: optional accessories; iDEN accessories; iDEN mobile microphones; Non-standard mobile microphones, mobile external speakers; optional or additional control heads, single and multiple unit portable chargers; batteries, mobile antennas; mobile power & antenna cables and power supplies.

The following are excluded from Local Radio Combo service unless they are purchased as an option for an additional fee. The options are OnSite, Radio Survey and Analysis, Portable Remote Speaker Microphones, Portable Antenna Replacements Mobile Remote Control Heads.

The terms and conditions of this SOW are an integral part of Motorola's Service Terms and Conditions or other applicable agreement to which it is attached and made a part thereof by this reference.

#### 2.0 Motorola has the following responsibilities:

- 2.1 Service to be performed at the Servicer facility during Standard Business Days.
- 2.2 Perform an operational check on the Equipment to determine the nature of the problem.
- 2.3 Remove/reinstall mobile or data Equipment from/to Customer's vehicle as needed for additional servicing.
- 2.4 Test and Restore the Equipment to Motorola factory specifications.
- 2.5 Remove any dust, and/or foreign substances from the Equipment.
- 2.6 Reprogram Equipment necessary to return Equipment to original operating parameters based on the template in the Equipment, if the template information can be retrieved from the Equipment, or from a backup diskette provided by Customer containing the template information. If the Customer template is not provided or not reasonably usable, a generic template utilizing the latest Radio Service Software (RSS) version for that Equipment will be used. The Equipment will require additional programming by the Customer to Restore the original template.
- 2.7 Notify Customer upon completion of repair for pickup of Equipment.

#### 3.0 Customer has the following Responsibilities:

- 3.1 Deliver and pick up Equipment to/from the Servicer facility.
- 3.2 Inform Servicer of description of problem for Equipment brought in for service.
- 3.3 If the Equipment will not power up, or if desired, supply Servicer with a backup diskette with the Software template or programming in order to assist in returning the Equipment to original operating parameters. If applicable, record the current flashcode for each radio.
- 3.4 If Motorola must use a generic template to restore Equipment to operating condition, Customer is responsible for any programming required to Restore Equipment to desired parameters.
- 3.5 Cooperate with Motorola and perform all acts that are reasonable or necessary to enable Motorola to provide the Local Radio Combo Package service to Customer.



## **Statement of Work**

### **Local Radio Combo Package OnSite Option – Pick up & Delivery**

#### **1.0 Description of Service**

Equipment will be picked up from and delivered to the Customer's location, within a designated radius of the Servicer facility. Schedule pickups will be mutually agreed upon and outlined in the Customer Support Plan. This Option covers Equipment that is specifically named in the applicable Agreement to which this Statement of Work is attached.

#### **2.0 Motorola has the following responsibilities:**

- 2.1** Use reasonable efforts to pickup and deliver Equipment per the mutually agreed upon Customer location, days of week, and preferred time. If a pick up/delivery cannot occur according to the preferred schedule, Customer will be contacted prior to the scheduled pick up/delivery, to arrange a mutually agreeable alternative date and/or time for pick up/delivery.
- 2.2** Generate service receipt and leave with Customer.

#### **3.0 Customer has the following responsibilities:**

- 3.1** Designate mutually agreeable location for service pickup and delivery, days of week, and preferred time.
- 3.2** Provide problem description along with unit.



June 29, 2009

City of Riviera Beach  
Attn: Asst. Chief Danny Jones  
600 West Blue Heron Blvd.  
Riviera Beach, FL 33040

**RE: Extension to Maintenance and Support Agreement: S00001002124  
Product: Motorola SmartZone Radio System**

Dear Asst. Chief Danny Jones:

By means of this letter, Motorola, Inc. hereby extends the City of Riviera Beach's maintenance and support agreement as referenced above. Enclosed are two (2) copies of the updated equipment inventory, Statements of Work and Pricing Worksheet for the period **10/01/09** through **9/30/10**. All terms and conditions shall remain in full force and effect.

Please indicate acceptance of this extension by signing the acceptance block below and **returning one copy to my attention at Motorola, Inc. 8000 W Sunrise Blvd RCV West 11-14J, Plantation, Florida 33322 or fax it to my attention at 954-723-4791 on or before 10/01/09**. Failure to return this fully executed letter on or before **10/01/09** will result in a lapse in maintenance, which will be subject to a 10% recertification and reimplementation fee.

If you have any questions or need further clarification, please contact me directly at 954-723-4718 or 954-520-8868. In addition you can also send an email to me at [cindee@motorola.com](mailto:cindee@motorola.com).

Sincerely,

*Cindee Markes*

Cindee Markes  
Customer Support Mgr.  
Motorola, Inc.

**Accepted by:**

**MOTOROLA, INC.**

Signed by: *Cindee Markes*

Printed Name: Cindee Markes

Title: Customer Support Manager

Date: 6-29-09

**City of Riviera Beach**

Signed by: \_\_\_\_\_

Printed Name: \_\_\_\_\_

Title: \_\_\_\_\_

Date: \_\_\_\_\_

Signed by: \_\_\_\_\_

Printed Name: \_\_\_\_\_

Title: \_\_\_\_\_

Date: \_\_\_\_\_

## Pricing Worksheet

**Effective Date:** 10/1/2009

**Customer:** Riviera Beach, City of

**Contract Number:** S00001002124

### Service Products Provided

Dispatch

OnSite Infrastructure Response

Network Monitoring

Infrastructure Repair with Advanced Replacement

Console Only Software Subscription Agreement

Local Radio Combo Package

Local Response & Repair for FHAS Zetron Equipment

**Maintenance Total: \$ 49,254.96**

**Customer:** Riviera Beach, City of

**Effective:** 10/1/2009

**Qty**      **SmartZone Radio Equipment**

4      Gold Elite Consoles  
1      CEB  
4      Spectra Consolettes  
4      MCC3600 Remotes  
1      Dispatch Center

**Qty**      **Fire House Alerting System**

2      Zetron Model 26 (main & backup)  
5      Zetron Model 6 Units (4 Fire Stations, 1 Dispatch)  
2      Control Stations

**Qty**      **Subscribers**

20      LTS2000  
125      XTS5000

## Statement of Work

### On Site Infrastructure Response and Dispatch Service

#### 1.0 Description of Services

The Motorola System Support Center (SSC) will receive Customer request for service and dispatch a Servicer. The Servicer will respond to the Customer location based on pre-defined Severity Levels set forth in the Severity Definitions Table and Response times set forth in the Response Time Table in order to Restore the System.

Motorola will provide Case management as set forth herein. The SSC will maintain contact with the on-site Servicer until System Restoral and Case is closed. The SSC will Continuously track and manage Cases from creation to close through an automated Case tracking process. This Case management allows for Motorola to provide Case activity reports.

The terms and conditions of this Statement of Work (SOW) are an integral part of Motorola's Service Terms and Conditions or other applicable Agreement to which it is attached and made a part thereof by this reference.

#### 2.0 Motorola has the following responsibilities:

- 2.1. Continuously receive service requests.
- 2.2. Create a Case as necessary when service requests are received. Gather information to perform the following:
  - 2.2.1. Characterize the issue.
  - 2.2.2. Determine a plan of action.
  - 2.2.3. Assign and track the Case to resolution.
- 2.3. Dispatch a Servicer as required by Motorola standard procedures and provide necessary Case information collected in 2.2.
- 2.4. Ensure the required personnel have access to Customer information as needed.
- 2.5. Servicer will perform the following on-site:
  - 2.5.1. Run diagnostics on the Infrastructure or FRU.
  - 2.5.2. Replace defective Infrastructure or FRU, as applicable. Customer, Servicer or Motorola may provide Infrastructure or FRU.
  - 2.5.3. Provide materials, tools, documentation, physical planning manuals, diagnostic/test equipment and any other requirements necessary to perform the Maintenance service.
  - 2.5.4. If a third party Vendor is needed to Restore the System, the Servicer may accompany that Vendor onto the Customer's premises.
- 2.6. Verify with Customer that Restoration is complete or System is functional, if required by Customer's repair Verification in the Customer Support Plan required by section 3.2. If Verification by Customer cannot be completed within 20 minutes of Restoration, the Case will be closed and the Servicer will be released.
- 2.7. Escalate the Case to the appropriate party upon expiration of a Response time.
- 2.8. Close the Case upon receiving notification from Customer or Servicer, indicating the Case is resolved.
- 2.9. Notify Customer of Case Status as defined required by the Customer Support Plan:
  - 2.9.1. Open and closed; or
  - 2.9.2. Open, assigned to the Servicer, arrival of the Servicer on-site, deferred or delayed, closed.
- 2.10. Provide Case activity reports to Customer.

#### 3.0 Customer has the following responsibilities:

- 3.1. Contact Motorola, as necessary, to request service.
- 3.2. Provide Motorola with pre-defined Customer information and preferences prior to Start Date necessary to complete Customer Support Plan.
  - 3.2.1. Case notification preferences and procedure.
  - 3.2.2. Repair Verification preference and procedure.

- 3.2.3. Database and escalation procedure forms.
- 3.2.4. Submit changes in any information supplied in the Customer Support Plan to the Customer Support Manager.
- 3.3. Provide the following information when initiating a service request:
  - 3.3.1. Assigned System ID number.
  - 3.3.2. Problem description and site location.
  - 3.3.3. Other pertinent information requested by Motorola to open a Case.
- 3.4. Allow Servicicers access to Equipment.
- 3.5. Supply Infrastructure or FRU, as applicable, in order for Motorola to Restore the System as set forth in paragraph 2.5.2.
- 3.6. Maintain and store in an easily accessible location any and all Software needed to Restore the System.
- 3.7. Maintain and store in an easily accessible location proper System backups.
- 3.8. For E911 systems, test the secondary/backup PSAP connection to be prepared in the event of a catastrophic failure of a system. Train appropriate personnel on the procedures to perform the function of switching to the backup PSAP.
- 3.9. Verify with the SSC that Restoration is complete or System is functional, if required by Repair Verification preference provided by Customer in accordance with section 3.2.
- 3.10. Cooperate with Motorola and perform all acts that are reasonable or necessary to enable Motorola to provide these services.

**Severity Definitions Table**

<b>Severity Level</b>	<b>Problem Types</b>
Severity 1	<ul style="list-style-type: none"> <li>▪ Response is provided Continuously</li> <li>▪ Major System failure</li> <li>▪ 33% of System down</li> <li>▪ 33% of Site channels down</li> <li>▪ Site Environment alarms (smoke, access, temp, AC power).</li> <li>▪ This level is meant to represent a major issue that results in an unusable system, sub-system, Product, or critical features from the Customer's perspective. No Work-around or immediate solution is available.</li> </ul>
Severity 2	<ul style="list-style-type: none"> <li>▪ Response during Standard Business Day</li> <li>▪ Significant System Impairment not to exceed 33% of system down</li> <li>▪ System problems presently being monitored</li> <li>▪ This level is meant to represent a moderate issue that limits a Customer's normal use of the system, sub-system, product, or major non-critical features from a Customer's perspective</li> </ul>
Severity 3	<ul style="list-style-type: none"> <li>▪ Response during Standard Business Day</li> <li>▪ Intermittent system issues</li> <li>▪ Information questions</li> <li>▪ Upgrades/Preventative maintenance</li> <li>▪ This level is meant to represent a minor issue that does not preclude use of the system, sub-system, product, or critical features from a Customer's perspective. It may also represent a cosmetic issue, including documentation errors, general usage questions, recommendations for product enhancements or modifications, and scheduled events such as preventative maintenance or product/system upgrades.</li> </ul>

**Response Times Table (Customer's Response Time Classification is designated in the Service Agreement)**

<b>Severity Level</b>	<b>Premier Response Time</b>	<b>Regular Response Time</b>
Severity 1	Within 2 hours from receipt of Notification Continuously 24 x 7	Within 4 hours from receipt of Notification Standard Business Day
Severity 2	Within 4 hours from receipt of Notification Standard Business Day	Within 4 hours from receipt of Notification Standard Business Day
Severity 3	Within 24 hours from receipt of Notification Standard Business Day	Within 24 hours from receipt of Notification Standard Business Day



## Statement of Work

### Infrastructure Repair with Advanced Replacement

#### 1.0 Description of Services

Infrastructure Repair is a repair service for Motorola and select third party Infrastructure as set forth in the applicable attached Exhibit(s), all of which are hereby incorporated into this Statement of Work (SOW) by this reference. Customer's System type determines which exhibit is applicable (i.e. SmartZone system exhibit, SmartNet system exhibit). Infrastructure may be repaired down to the Component level, as applicable, at the Motorola Infrastructure Depot Operations (IDO). At Motorola's discretion, select third party Infrastructure may be sent to the original equipment manufacturer or third party vendor for repair. If Infrastructure is no longer supported by the original equipment manufacturer or third party vendor, Motorola may replace Infrastructure with similar Infrastructure, when possible.

When available, Motorola will provide Customer with an Advanced Replacement unit(s) or FRU(s) in exchange for Customer's malfunctioning FRU(s). Non-standard configurations, Customer-modified Infrastructure and certain third party Infrastructure are excluded from Advanced Replacement service. Malfunctioning FRU (s) will be evaluated and repaired by IDO and returned to IDO FRU inventory upon completion of repair. In cases where Advanced Replacement is not available or when a Customer requires the exact serial number to be returned, a FRU may be available on a Loaner basis.

The terms and conditions of this SOW are an integral part of Motorola's Service Terms and Conditions or other applicable agreement to which it is attached and made a part thereof by this reference.

#### 2.0 Motorola has the following responsibilities:

- 2.1. Use commercially reasonable efforts to maintain an inventory of FRU.
- 2.2. Provide new or reconditioned units as FRU to Customer or Servicer, upon request and subject to availability. The FRU will be of similar kit and version, and will contain like boards and chips, as the Customer's malfunctioning Infrastructure.
- 2.3. Program FRU to original operating parameters based on templates provided by Customer as required in Section 3.5. If Customer template is not provided or is not reasonably usable, a standard default template will be used.
- 2.4. Properly package and ship Advanced Replacement FRU from IDO's FRU inventory to Customer specified address.
  - 2.4.1. During normal operating hours of Monday through Friday 7:00am to 7:00pm CST, excluding holidays, FRU will be sent next day air via Federal Express Priority Overnight or UPS Red, unless otherwise requested. Motorola will pay for such shipping, unless Customer requests shipments outside of the above mentioned standard business hours and/or carrier programs, such as NFO (next flight out). In such cases, Customer will be subject to shipping and handling charges.
  - 2.4.2. When sending the Advanced Replacement FRU to Customer, provide a return air bill in order for Customer to return the Customer's malfunctioning FRU. The Customer's malfunctioning FRU will become property of IDO and the Customer will own the Advanced Replacement FRU.
  - 2.4.3. When sending a Loaner FRU to Customer, IDO will not provide a return air bill for the malfunctioning Infrastructure. The Customer is responsible to arrange and pay for shipping the malfunctioning Infrastructure to IDO. IDO will repair and return the Customer's Infrastructure and will provide a return air bill for the customer to return IDO's Loaner FRU.
- 2.5. Provide repair return authorization number upon Customer request for Infrastructure that is not classified as an Advanced Replacement or Loaner FRU.
- 2.6. Receive malfunctioning Infrastructure from Customer and document its arrival, repair and return.
- 2.7. Perform the following service on Motorola Infrastructure:
  - 2.7.1. Perform an operational check on the Infrastructure to determine the nature of the problem.
  - 2.7.2. Replace malfunctioning FRU or Components.
  - 2.7.3. Verify that Motorola Infrastructure is returned to Motorola manufactured specifications, as applicable
  - 2.7.4. Perform a Box Unit Test on all serviced Infrastructure.

- 2.7.5. Perform a System Test on select Infrastructure.
  - 2.8. Provide the following service on select third party Infrastructure:
    - 2.8.1. Perform pre-diagnostic and repair services to confirm Infrastructure malfunction and eliminate sending Infrastructure with no trouble found (NTF) to third party vendor for repair, when applicable.
    - 2.8.2. Ship malfunctioning Infrastructure to the original equipment manufacturer or third party vendor for repair service, when applicable.
    - 2.8.3. Track Infrastructure sent to the original equipment manufacturer or third party vendor for service.
    - 2.8.4. Perform a post-test after repair by Motorola, original equipment manufacturer, or third party vendor to confirm malfunctioning Infrastructure has been repaired and functions properly in a Motorola System configuration, when applicable.
  - 2.9. Re-program repaired Infrastructure to original operating parameters based on templates provided by Customer as required by Section 3.5. If Customer template is not provided or is not reasonably usable, a standard default template will be used. If IDO determines that the malfunctioning Infrastructure is due to a Software defect, IDO reserves the right to reload Infrastructure with a similar Software version. Enhancement Release(s), if needed, are subject to additional charges to be paid by Customer unless the Customer has a Motorola Software Subscription agreement.
  - 2.10. Properly package repaired Infrastructure unless Customer's malfunctioning FRU was exchanged with an IDO FRU. Motorola will return Customer's FRU(s) to IDO's FRU inventory, upon completion of repair.
  - 2.11. Ship repaired Infrastructure to the Customer specified address during normal operating hours set forth in 2.4.1. FRU will be sent two-day air unless otherwise requested. Motorola will pay for such shipping, unless Customer requests shipments outside of the above mentioned standard business hours and/or carrier programs, such as NFO (next flight out). In such cases, Customer will be subject to shipping and handling charges.
- 3.0 Customer has the following responsibilities:
- 3.1. Contact or instruct Servicer to contact the Motorola System Support Center (SSC) and request an Advanced Replacement, or Loaner FRU and a return authorization number (necessary for all non-Advanced Replacement repairs) prior to shipping malfunctioning Infrastructure or third party Infrastructure named in the applicable attached Exhibit.
    - 3.1.1. Provide model description, model number, serial number, type of System and Firmware version, symptom of problem and address of site location for FRU or Infrastructure.
    - 3.1.2. Indicate if Infrastructure or third party Infrastructure being sent in for service was subjected to physical damage or lightning damage.
    - 3.1.3. Follow Motorola instructions regarding inclusion or removal of Firmware and Software applications from Infrastructure being sent in for service.
    - 3.1.4. Provide Customer purchase order number to secure payment for any costs described herein.
  - 3.2 Pay for shipping of Advanced Replacement or Loaner FRU from IDO if Customer requested shipping outside of standard business hours or carrier programs set forth in section 2.4.1.
  - 3.3 Within five (5) days of receipt of the Advanced Replacement FRU from IDO's FRU inventory, properly package Customer's malfunctioning Infrastructure and ship the malfunctioning Infrastructure to IDO for evaluation and repair as set forth in 2.7. Customer must send the return air bill, referenced in 2.4.2 above back to IDO in order to ensure proper tracking of the returned Infrastructure. Customer will be subject to a replacement fee for malfunctioning Infrastructure not properly returned. For Infrastructure and/or third party Infrastructure repairs that are not exchanged in advance, properly package Infrastructure and ship the malfunctioning FRU, at Customer's expense and risk of loss to Motorola. Customer is responsible for properly packaging the Customer malfunctioning Infrastructure FRU to ensure that the shipped Infrastructure arrives un-damaged and in repairable condition. Clearly print the return authorization number on the outside of the packaging.
  - 3.4 If received, Customer must properly package and ship Loaner FRU back to IDO within five (5) days of receipt of Customer's repaired FRU.
  - 3.5 Maintain templates of Software/applications and Firmware for reloading of Infrastructure as set forth in paragraph 2.3 and 2.9.
  - 3.6 Cooperate with Motorola and perform all acts that are reasonable or necessary to enable Motorola to provide the Infrastructure Repair with Advanced Replacement services to Customer.



4.0 In addition to any exclusions named in Section 5 of the Service Terms and Conditions or in any other underlying Agreement to which this SOW is attached, the following items are excluded from Infrastructure Repair with Advanced Replacement:

1. All Infrastructure over seven (7) years from product cancellation date.
2. Physically damaged Infrastructure.
3. Third party Equipment not shipped by Motorola.
4. Consumable items including, but not limited to, batteries, connectors, cables, tone/ink cartridges.
5. Test equipment.
6. Racks, furniture and cabinets.
7. Firmware and/or Software upgrades.



Console Only Infrastructure Exhibit	Inclusions, Exclusions, Exceptions and Notes for Infrastructure Repair
Card Cages	Included
Central Electronics Bank(s) (CEB)	Includes Logging Recorder Interface and Network Hub. Includes Base Interface Module (BIM), Console Operator Interface Module (COIM), Operator Interface Module (OMI).
Central Electronic Shelf (CES)	Included
Computer(s)	Includes computers that directly interface with CEB. Includes keyboards, mice and trackballs. Excludes laptop computers and all 286, 386, 486 computers. Defective or phosphor-burned cathode ray tubes CRT(s) and burned-in flat panel display image retention.
Console(s)	Includes consoles (Centracom Gold Series, Centracom Gold Series Elite, Centracom Gold Elite, CommandSTAR lite, MIP5000, MC1000, MC2000, MC2500, MC3000, MCC5500) Includes headset jacks, dual footswitches, gooseneck microphones and Console Interface Electronics (CIE). Excludes Centracom I.
Console Audio Box (CAB)	Included
Dictaphones, Logging Recorders and Recording Equipment	Excludes all types and models.
Junction Box	Included
Microwave Equipment.	Excluded from service agreement but may be repaired on an above contract, time and material basis. All Equipment must be shipped to IDO. Excludes any on-site services.
Monitor(s)	Includes all Motorola certified monitors connected to computers that directly interface with or control the communications System. Excludes defective or phosphor-burned cathode ray tubes CRT(s) and burned-in flat panel displays image retention. Monitors not shipped by Motorola and/or cannot be confirmed by a Motorola factory order number.
Site Frequency Standard(s)	Includes Netclocks systems Excludes MFS -Rubidium Standard Network Time and Frequency devices
UPS Systems.	Excluded from service agreements but may be repaired on an above contract, time and material basis. All UPS Systems must be shipped to IDO for repair. Excludes any on-site services. Excludes all batteries.

## Statement of Work

### SP-Local Infrastructure Repair with On Site Response for FHAS

#### 1.0 Description of Services

Local Infrastructure Repair with On Site Response is a repair service provided by the Servicer for the Fire House Alerting System Infrastructure named on the Customer Equipment list. At the Servicer's discretion and responsibility, Infrastructure may be sent to Motorola, original equipment manufacturer, third party vendor, or other facility for repair.

The terms and conditions of this Statement of Work (SOW) are an integral part of Motorola's Service Terms and Conditions or other applicable Agreement to which it is attached and made a part thereof by this reference.

#### 2.0 Motorola Servicer has the following responsibilities:

- 2.1. Repair or replace Infrastructure at the Servicer facility or Customer location as determined by Servicer. Any replaced FRU will be of a similar kit and version, and will contain like boards and chips, as the Customer's malfunctioning FRU(s). Servicer is responsible for travel costs to a Customer location to repair Infrastructure.
- 2.2. Perform the following on FHAS Infrastructure:
  - 2.2.1. Perform an operational check on the Infrastructure to determine the nature of the problem.
  - 2.2.2. Repair or replace malfunctioning FRU, as determined by Servicer.
  - 2.2.3. Verify that FHAS Infrastructure is returned to manufactured specifications.
- 2.3. Provide the following service on select third party Infrastructure
  - 2.3.1. Perform pre-diagnostic and repair service to confirm Infrastructure malfunction and eliminate sending Infrastructure with no trouble found (NTF) to third party vendor for repair, when applicable.
  - 2.3.2. Ship malfunctioning Infrastructure to the original equipment manufacturer or third party vendor for repair service. Servicer is responsible for all shipping and handling charges.
  - 2.3.3. Coordinate and track Infrastructure sent to the original equipment manufacturer or third party vendor for service.
- 2.4. Re-program Infrastructure to original operating parameters based on templates provided by Customer required by Section 3.2. If the Customer template is not provided or is not reasonably usable, a standard default template will be used. The Servicer will provide the standard template.
- 2.5. Notify the Customer upon completion of repair or replacement.
- 2.6. Properly package, return ship or hand deliver Infrastructure to the Customer specified address. Servicer will pay return shipping charges, if being sent via overnight carrier.

#### 3.0 Customer has the following responsibilities:

- 3.1. Contact Servicer and provide the following information:
  - 3.1.1. Provide customer name, address of site location, and symptom of problem.
  - 3.1.2. Provide model description, model number, serial number, and type of System and Firmware version, if known.
- 3.2. Maintain and/or store backups of all applicable Software applications and Firmware for reloading, if necessary by Servicer, after repair service is completed.
- 3.3. Cooperate with Motorola and perform all acts that are reasonable or necessary to enable Motorola to provide Local Infrastructure Repair services to Customer.

## Statement of Work

### Software Subscription Console Only

#### 1.0 Description of Service

Motorola will provide to Customer Software Subscription services in accordance with this Statement of Work. Motorola will provide periodic software bulletins to Customer at its address for notice purposes (or at another address that Customer may direct in writing). These software bulletins announce and explain Enhancement Releases and Core Releases for Motorola and Non-Motorola Software that are available to Software Subscription Customers for use with their upgrade-capable Motorola Equipment covered by these services. Motorola will provide applicable Enhancement Releases or Core Releases as ordered by Customer.

Software Subscription includes design services for Enhancement Releases only. Motorola will review System audit data (when this service is performed by Motorola) along with an equipment list to avoid potential Software incompatibilities between equipment that is being upgraded versus equipment which is not being upgraded with the Enhancement Release. Motorola will identify additional equipment and engineering (if applicable) for the System that is required as a result of the upgrade and will recommend a plan for installation of this additional equipment in addition to the core or enhancement release. Implementation of this installation plan is not included with the Software Subscription services.

Additional Provisions for Software Subscription services that begin after December 31, 2004, concerning SmartZone 4.1 and Astro 25 Trunking Systems: Motorola recommends that Customer maintains continuity in receiving Software Subscription services until Customer decides to no longer install additional Enhancement Releases. If, contrary to this recommendation, Customer discontinues Software Subscription services and later decides to reinstitute Software Subscription services, then Motorola will provide those Software Subscription services retroactively to the date such services were discontinued.

#### Exclusions

The Software Subscription program originated from and was designed to support Motorola's radio systems business. The Software Subscription program does not cover the software, hardware, or services provided by Radio Service Software; ISD; Plant Equipment, Inc. ("Plant") -Motorola's E911 solution subcontractor; or any Motorola business sector other than CGISS. Software not purchased through Motorola is not covered.

Software Subscription services are not intended to, and do not, cover software support for virus attacks, games or other applications that are not part of the System, or misuse of the covered Software. Motorola is not responsible for management of anti-virus or other security applications (such as Norton).

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#### 2.0 Motorola has the following responsibilities:

- 2.1 Provide to Customer the software bulletins announcing Enhancement Releases and Core Releases.
- 2.2 Provide to Customer (in response to a Customer order) those Features included in an Enhancement Release that apply to the Motorola Software in Customer's existing System components.
- 2.3 Perform the following Software upgrade design:
  - 2.3.1 Review Infrastructure System audit data as needed.
  - 2.3.2 Identify additional System equipment needed to implement an Enhancement Release, if applicable.
  - 2.3.3 Complete a proposal defining the Enhancement Release, Equipment requirements, installation plan, and impact to System users that will fulfill the Customer's upgrade requirements.

- 2.3.4 Advise Customer of probable impact to System users during the actual field upgrade implementation.
- 2.4 Provide to Customer (in response to a Customer order) those Standard Features included in a Core Release that apply to the Motorola Software in Customer's existing System components. Optional Features issued with a Core Release are not included under these Software Subscription services but are available to Customer, under a separate agreement at a discount from current list price (20% for voice System Optional Features and 15% for data System Optional Features). Once an Optional Feature is provided to Customer, Enhancement Releases for that Optional Feature are available at no additional charge.
- 3.0 Customer has the following responsibilities:
  - 3.1 Customer must contact its Motorola representative to order an available Enhancement Release or Core Release as directed in the Customer Support Plan.
  - 3.2 Contact Motorola upon receiving a bulletin to engage the appropriate Motorola resources for an Enhancement Release.
  - 3.3 Review Software installation plans and impact to the users with appropriate Customer personnel.
  - 3.4 Cooperate with Motorola and perform all acts that are reasonable or necessary to enable Motorola to provide these services to Customer
- 4.0 Special provisions: the following provisions apply to the Software Subscription services :
  - 4.1 Customer acknowledges that if its System has a Special Product Feature, additional engineering may be required to prevent an installed Enhancement Release or Core Release from overwriting the Special Product Feature. Upon request, Motorola will determine whether a Special Product Feature can be incorporated into an Enhancement Release or Core Release and whether additional engineering effort is required.
  - 4.2 Customer is encouraged to install periodically Enhancement Releases because they may include minor performance enhancements and will keep the System current. In addition enhancement releases may contain updated versions of third party software enabling customers to obtain optimal support for these products. Customer is encouraged to migrate the Motorola Software to the most current Core Release because Enhancement Releases are available for a limited time for a given core release as defined by Motorola's life cycle roadmap.. If Customer's System is not maintained to a currently supported Software version, all Core Releases and Enhancement Releases may not be compatible with Customer's existing System.
  - 4.3 Additional hardware, software, or engineering services may be required if Customer desires to upgrade or migrate to a particular Core Release or Enhancement Release. If the size and complexity of Customer's System warrants, Motorola may provide consultation services to determine the technological, operational and financial impact of installing a particular Core Release or Enhancement Release on the System, pursuant to a separate agreement. Customer must pay for such consulting services and for any other engineering services, hardware, and software that are required to upgrade or migrate Customer's System due to each Enhancement Release or Core Release that Customer orders.
  - 4.4 Customer may use the Software (including any Enhancement Releases and Core Releases) only in accordance with the applicable Software License Agreement. Nothing in this Statement of Work or caused by Motorola rendering these Software Subscription services is intended to modify the Software License Agreement or to alter Motorola's intellectual property rights in and to its Software.
  - 4.5 Software Subscription services do not include repair or replacement of hardware or Software caused by defects that are not corrected by the Enhancement Releases and Core Releases, nor does it include repair or replacement of defects resulting from any nonstandard or improper use or conditions or from unauthorized installation of Software.
  - 4.6 Customer may terminate Software Subscription services at any time by giving written notice of termination to Motorola. Such termination will be effective at the next annual anniversary date following Motorola's receipt of the notice of termination and may be partial if that is reasonably necessary to accommodate a significant change to Customer's System configuration.
  - 4.7 These Software Subscription services and the parties' duties described in this Statement of Work will automatically terminate if Motorola no longer supports the Software version in Customer's System or discontinues the Software Subscription program; in either case, Motorola will refund to Customer any prepaid fees for Software Subscription services applicable to the terminated period.



- 4.8 Motorola may suspend or terminate these Software Subscription services, if Customer fails to pay Motorola any fees for Software Subscription services when due, Customer breaches the Software License Agreement or the Agreement, Customer's rights to use the Software under the Software License Agreement expires or is terminated, or Customer replaces its Motorola System with a system from another manufacturer.



## Statement of Work

### Local Radio Combo Package

#### 1.0 Description

Local Radio Combo Package provides operational check and board level repair services for mobile, portable, two-way and mobile data. An operational check is an analysis of the Equipment to identify external or internal defects. Local Radio Combo Package also includes service on standard palm microphones and single mobile controls heads, provided that they are required for normal operation of the two-way mobile and are included at the point of manufacture. Service is only included on Equipment specifically named in the applicable Agreement to which this Statement of Work is attached.

Local Radio Combo Package excludes repairs to: optional accessories; iDEN accessories; iDEN mobile microphones; Non-standard mobile microphones, mobile external speakers; optional or additional control heads, single and multiple unit portable chargers; batteries, mobile antennas; mobile power & antenna cables and power supplies.

The following are excluded from Local Radio Combo service unless they are purchased as an option for an additional fee. The options are OnSite, Radio Survey and Analysis, Portable Remote Speaker Microphones, Portable Antenna Replacements Mobile Remote Control Heads.

The terms and conditions of this SOW are an integral part of Motorola's Service Terms and Conditions or other applicable agreement to which it is attached and made a part thereof by this reference.

#### 2.0 Motorola has the following responsibilities:

- 2.1 Service to be performed at the Servicer facility during Standard Business Days.
- 2.2 Perform an operational check on the Equipment to determine the nature of the problem.
- 2.3 Remove/reinstall mobile or data Equipment from/to Customer's vehicle as needed for additional servicing.
- 2.4 Test and Restore the Equipment to Motorola factory specifications.
- 2.5 Remove any dust, and/or foreign substances from the Equipment.
- 2.6 Reprogram Equipment necessary to return Equipment to original operating parameters based on the template in the Equipment, if the template information can be retrieved from the Equipment, or from a backup diskette provided by Customer containing the template information. If the Customer template is not provided or not reasonably usable, a generic template utilizing the latest Radio Service Software (RSS) version for that Equipment will be used. The Equipment will require additional programming by the Customer to Restore the original template.
- 2.7 Notify Customer upon completion of repair for pickup of Equipment.

#### 3.0 Customer has the following Responsibilities:

- 3.1 Deliver and pick up Equipment to/from the Servicer facility.
- 3.2 Inform Servicer of description of problem for Equipment brought in for service.
- 3.3 If the Equipment will not power up, or if desired, supply Servicer with a backup diskette with the Software template or programming in order to assist in returning the Equipment to original operating parameters. If applicable, record the current flashcode for each radio.
- 3.4 If Motorola must use a generic template to restore Equipment to operating condition, Customer is responsible for any programming required to Restore Equipment to desired parameters.
- 3.5 Cooperate with Motorola and perform all acts that are reasonable or necessary to enable Motorola to provide the Local Radio Combo Package service to Customer.



## **Statement of Work**

### **Local Radio Combo Package OnSite Option – Pick up & Delivery**

#### **1.0 Description of Service**

Equipment will be picked up from and delivered to the Customer's location, within a designated radius of the Servicer facility. Schedule pickups will be mutually agreed upon and outlined in the Customer Support Plan. This Option covers Equipment that is specifically named in the applicable Agreement to which this Statement of Work is attached.

#### **2.0 Motorola has the following responsibilities:**

- 2.1 Use reasonable efforts to pickup and deliver Equipment per the mutually agreed upon Customer location, days of week, and preferred time. If a pick up/delivery cannot occur according to the preferred schedule, Customer will be contacted prior to the scheduled pick up/delivery, to arrange a mutually agreeable alternative date and/or time for pick up/delivery.**
- 2.2 Generate service receipt and leave with Customer.**

#### **3.0 Customer has the following responsibilities:**

- 3.1 Designate mutually agreeable location for service pickup and delivery, days of week, and preferred time.**
- 3.2 Provide problem description along with unit.**

## CITY OF RIVIERA BEACH CITY COUNCIL AGENDA ITEM SUMMARY

MEETING DATE: November 18, 2009

AGENDA ITEM SUMMARY NO. I-09-112-2

- 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 the City Council of the City of Riviera Beach authorizing the Finance Director to appropriate \$40,000 from Capital Acquisition Fund and \$40,000 from Paving and Drainage Construction Fund for engineering services with Lal John Samadi in accordance with the terms of February 6, 2008 agreement with Mr. Samadi.

**RECOMMENDATION / MOTION:** Motion to approve the resolution.

<ul style="list-style-type: none"> <li>◆ City Attorney <i>PHR 11/10/09</i></li> <li>◆ City Clerk <i>11/10/09</i></li> <li>Community Development</li> <li>◆ Finance <i>11-10-09</i></li> <li>Fire</li> <li>Human Resources</li> <li>◆ Assistant City Manager <i>PAW 11/12/09</i></li> </ul>	<ul style="list-style-type: none"> <li>Library</li> <li>Marina</li> <li>Police</li> <li>Public Works</li> <li>Purchasing</li> <li>Recreation &amp; Parks</li> <li>Utilities District</li> </ul>
--	---

APPROVED BY CITY MANAGER: *[Signature]*

DATE: 11-12-09

<p><b>Originating Dept.</b> Community Development <i>[Signature]</i></p> <p><b>Advertised:</b> Date: Paper: <input checked="" type="checkbox"/> Not Required</p> <p><b>Affected Parties</b> <input type="checkbox"/> Notified <input checked="" type="checkbox"/> Not Required</p>	<p><b>Costs:</b> <u>\$80,000</u></p> <p><b>Current FY:</b> <u>2009-2010</u></p> <p><b>Funding Source:</b>  <input checked="" type="checkbox"/> Capital Improvement  <input type="checkbox"/> Operating  <input checked="" type="checkbox"/> Other: Paving and Drainage</p> <p><b>Budget Account Number:</b>            310-00-399999            301-00-399999</p>	<p><b>City Council Actions:</b></p> <ul style="list-style-type: none"> <li><input type="checkbox"/> Approved</li> <li><input type="checkbox"/> Approved w/conditions</li> <li><input type="checkbox"/> Denied _____</li> <li><input type="checkbox"/> Tabled to _____</li> <li><input type="checkbox"/> Referred to Staff _____</li> </ul> <p><b>Attachments:</b></p> <ol style="list-style-type: none"> <li>1. Resolution</li> <li>2. Approved Agreement</li> </ol>
--	---	--

**SUMMARY:**

On February 6, 2008, the City Council approved an agreement with Lal John Samadi for engineering services for the City. Since that time, Mr. Samadi has been providing invaluable engineering services to the City. The City has been utilizing Mr. Samadi's engineering services for a number of projects, such as coordination and construction management of Blue Heron/AIA (LAP Project); Calloway Park, Phase I and II; expansion of Lindsey Davis to accommodate YEP; Traffic Calming; Brooks Subdivision infrastructure; West 23<sup>rd</sup> Street (currently under construction), West 32<sup>nd</sup> and 33<sup>rd</sup> design and construction; design of West 34<sup>th</sup> Street (2010 reconstruction project; coordination with FDOT on SR 710 and US Highway 1; coordination with Palm Beach County and the School Board staff on traffic, safety and infrastructure plans; site plan and building permit review, and all other miscellaneous engineering needs of the Department.

Mr. Samadi is LAP (Local Agency Program) certified by FDOT. Due to Mr. Samadi's LAP certification, the City was in a position to request and receive 3.5 Million Dollars of Stimulus Funds for the Blue Heron Boulevard/SR AIA project (see attached ARRA Local Stimulus Projects for Palm Beach County). Of all the municipalities that submitted for the stimulus funds, Riviera Beach was in a position to be allocated the funding by FDOT due to Mr. Samadi's LAP certification.

In July, 2009 the City instituted an engineering review fee, which we collect for all site plan and building permit applications. Since the fee was instituted, the Community Development Department has collected approximately \$12,000 and we project that we will collect approximately \$50,000 this fiscal year. Capital funds are utilized to fund Mr. Samadi's services. Engineering Review Fees will be utilized as more funds are collected.

Recommendation: Staff recommends that the City Council approve the attached resolution.

# Item No. 03

# EXHIBIT A-1

## II. FISCAL IMPACT ANALYSIS

### A. Five Year Summary of Fiscal Impact: Engineering Services

Fiscal Years	<u>2009</u>	<u>2010</u>	<u>2011</u>	<u>2012</u>	<u>2013</u>
Capital Expenditures	<u>\$80,000</u>				
Operating Costs					
External Revenues					
Program Income (City)					
Cash Match (City)					

NET FISCAL IMPACT

NO. ADDITIONAL FTE  
POSITIONS (Cumulative)

Is Item Included in Current Budget? Yes   --   No         
Budget Account No.: Fund Dept/Div. Org. Object  
310-00-399999  
301-00-399999

Reporting Category

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

Contracting with Mr. Samadi is a cost effective method of obtaining quality engineering services for the City.

### C. Departmental Fiscal Review:

  
Mary McKinney, Dir. of Community Development

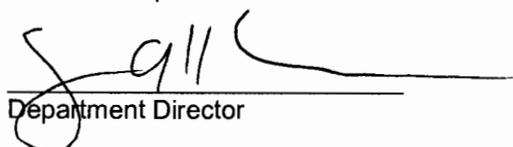
## III. REVIEW COMMENTS

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

\_\_\_\_\_  
Finance Department

\_\_\_\_\_  
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 FINANCE DIRECTOR TO APPROPRIATE \$40,000 FROM CAPITAL ACQUISITION FUND AND \$40,000 FROM PAVING AND DRAINAGE CONSTRUCTION FUND FOR ENGINEERING SERVICES WITH LAL JOHN SAMADI; AND PROVIDING FOR AN EFFECTIVE DATE.

**WHEREAS**, on February 6, 2008, the City Council entered into an agreement with Lal Samadi for engineering services; and

**WHEREAS**, It will be cost efficient and most effective for the City to retain the engineering services of Mr. Samadi to continue providing engineering services until such services are no longer deemed necessary.

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

**SECTION 1.** That the Finance Director is authorized to appropriate fund balance in the following accounts:

Capital Acquisition Fund	310-00-399999	\$40,000
Paving & Drainage Construction Fund	301-00-399999	\$40,000

**SECTION 2.** The Finance Director to make payment for Lal John Samadi's services from the various funds as provided above.

**SECTION 3.** This resolution shall become effective upon its passage.

**PASSED AND APPROVED** this \_\_\_\_\_ day of \_\_\_\_\_, 2009.

{REMAINDER OF PAGE INTENTIONALLY LEFT BLANK}

RESOLUTION NO. \_\_\_\_\_  
PAGE -2-

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: \_\_\_\_\_

B. BROOKS \_\_\_\_\_

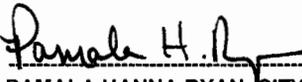
J. DAVIS \_\_\_\_\_

T. JOHNSON \_\_\_\_\_

D. PARDO \_\_\_\_\_

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

REVIEWED AS TO LEGAL SUFFICIENCY

  
\_\_\_\_\_  
PAMALA HANNA RYAN, CITY ATTORNEY

DATE: 11/10/09

## ENGINEERING SERVICES AGREEMENT

**THIS AGREEMENT** is made on this 6th day of February, 2008 by and between the City of Riviera Beach, a municipal corporation existing under the laws of the State of Florida, whose address is 600 West Blue Heron Boulevard, Riviera Beach, Florida 33404 hereinafter called the "City" and Lal John Samadi, a professional engineer whose address is 512 Marlin Road, North Palm Beach, Florida 33408 hereinafter called the "Engineer."

**WHEREAS**, the City desires to engage the services of a professional engineer to administer certain municipal roadway, sidewalk, and traffic calming improvement projects; and

**WHEREAS**, the City desires to engage the services of a professional engineer to review development projects submitted by developers for compliance with the City and State codes and regulations, provide technical reports, attend meetings and advise the City; and

**WHEREAS**, the City and the Engineer desire to enter into an agreement under the terms and conditions stated herein.

**NOW, THEREFORE**, in consideration of the foregoing, the following covenants and promises, the City and the Engineer agree as follows:

1. The Engineer will provide the following services to the City.
  - (a) The Engineer will provide professional services related to field observation of roadway construction, sidewalks installation and traffic calming projects, prepare daily reports, review contractor's request for information (RFI), review shop drawings, review request for payments and close the project.
  - (b) The Engineer will review development plans submitted by developers for compliance with the City's Land Development Codes, Flood Protection Ordinance, Streets and Sidewalks and National Pollution Discharge Elimination System permits and prepare necessary reports and recommendations.
  - (c) The Engineer will attend technical review meetings, represent the City at County and State regular or scheduled meetings as directed by the City.
  - (d) The Engineer will provide engineering support to other City departments as directed by the City, review bids submitted by Contractors, value engineer, if necessary, and make recommendations.
  - (e) The Engineer shall provide a minimum twenty four (24) hours of service per week.

- (f) The Engineer will report directly to the Director of Community Development, and will not make any representations regarding the above City matters without specific authority from the Director of Community Development.
2. For such services, the City agrees to pay Engineer the sum of \$110.00 per hour with a minimum of twenty-four (24) hours per week. The total and cumulative amount of this Agreement shall not exceed the amount of funds annually budgeted for these services.

Reimbursable expenses, including, but not limited to, out-of-pocket expenses for express mail, computerized research, word processing charges, long distance telephone, postage and photocopying shall be itemized separately. All requests for payment of expenses eligible for reimbursement under the terms of this Agreement shall include copies of receipts, invoices, or other documentation acceptable to the Finance Department. Such documentation shall be sufficient to establish that the expense was actually incurred and necessary in the performance of the scope of work described in this Agreement. Long distance telephone calls shall identify the person(s) called, purpose of call, time, and costs. Mileage charges shall identify the destination, number of miles, rate, and purpose of travel. Photocopying charges shall describe the documents, purpose of duplicating, and rate charged.

Any travel, per diem, mileage, meals or lodging expenses, which may be reimbursable under the terms of this Agreement, will be paid in accordance with the rates and conditions set forth in Section 112.061, Florida Statutes.

3. Invoices received from the Engineer will be reviewed and approved by the City's representative, indicating that services have been rendered in conformity with the Agreement and then will be sent to the Finance Department for payment. Invoices will normally be paid within thirty (30) days following the City representative's approval.
4. The City is hereby informed that the Engineer may not be available during the month of July 2008 due to prior commitments.
5. The City will not be responsible for documenting or paying any taxes owed as a result of the Engineer rendering personal services under this agreement.
6. The Engineer is, and shall be, in the performance of all work and services and or activities under this Agreement, an independent contractor, and not an employee, agent or servant of the City. The Engineer shall exercise control over the means and manner in which he performs the work, and in all respects, the Engineer's relationship to the City shall be that of an independent contractor and not as an employee or agent of the City.

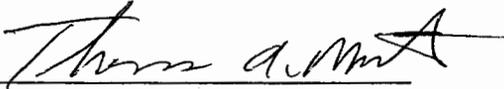
7. This agreement shall take effect on or prior to January 8, 2008. The Agreement may be terminated by either party with or without cause upon thirty (30) days prior written notice.
8. The City shall not be responsible for any property damage or personal injury sustained by the Engineer and/or the Engineer's employees from any cause whatsoever during the time in which this Agreement is in effect. Further, the Engineer shall indemnify and save harmless and defend the City, its agents, servants, and employees from and against any and all claims, liability, losses, and/or causes of action which may arise from any negligent act or omission of the Engineer, its agents, servants, or employees in the performance of services under this Agreement. Nothing contained in this provision shall be construed or interpreted as consent by the City to be sued, nor as a waiver of sovereign immunity beyond the waiver provided in Section 768.28, Florida Statutes.
9. This Agreement and any dispute, disagreement, or issue of construction or interpretation arising hereunder whether relating to its execution, its validity, the obligations provided herein, performance or breach shall be governed and interpreted according to laws of the State of Florida. Any and all legal action necessary to enforce the Agreement will be held in Palm Beach County.
10. 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.
11. If the Engineer employs two or more employees at any time during the life of this Agreement, he shall maintain adequate Worker's Compensation Insurance and Employer's Liability Insurance in at least such amounts as are required by law for all of its employees per Florida Statute Section 440.02. The Engineer shall provide certificates evidencing insurance coverage as required by this Agreement.
12. This Agreement sets forth the entire agreement between the parties and that there are no promises or understandings other than those stated herein. None of the provisions, terms and conditions contained in this Agreement may be added to, modified, superseded or otherwise altered, except by written instrument executed by the City Manager.

**SIGNATURES ON FOLLOWING PAGE**

**ENGINEER SERVICES AGREEMENT WITH THE CITY OF RIVIERA BEACH**

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

**CITY OF RIVIERA BEACH**

BY:   
THOMAS A. MASTERS  
MAYOR

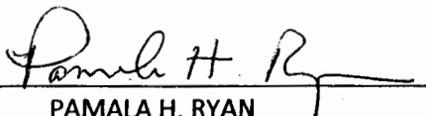
**ENGINEER**

BY:   
LAL "JOHN" SAMADI  
PROFESSIONAL ENGINEER  
LICENSE NO. #39621

**ATTEST:**

BY:   
CARRIE E. WARD  
MASTER MUNICIPAL CLERK  
CITY CLERK

**APPROVED AS TO FORM AND LEGAL SUFFICIENCY**

BY:   
PAMALA H. RYAN  
CITY ATTORNEY

DATE: 1/28/08

**APPROVED AS TO TERMS AND CONDITIONS**

BY:   
MARY MCKINNEY  
COMMUNITY DEVELOPMENT  
DIRECTOR

DATE: \_\_\_\_\_

**The American Recovery and Reinvestment Act of 2009 (ARRA)  
Surface Transportation Program (STP) Funding  
Local Stimulus Projects as of April 1, 2009**

Martin	FDOT (Vero Beach)	Road	Resurface 20th Avenue from Oslo Road to State Road 60	Conventional	FDOT	\$ 2,110,000.00
	Martin County	Road	Resurface CR 609 from SR 710 to CR 714	Conventional	LAP	\$ 2,100,000.00
	Martin County	Road	Resurface Baker Road from Public property line to Savannah Road	Conventional	LAP	\$ 250,000.00
	Martin County (Stuart)	Road	Construct southbound right turn lane on SR 707 @ NW Wright Blvd	Conventional	LAP	\$ 216,849.00
Palm Beach	FDOT (Belle Glade)	Road	Reconstruct SE 3rd Street from Martin Luther King Boulevard to SE Avenue G with stormwater utilities, curb and gutter, sidewalks	Design-Build	FDOT	\$ 2,200,000.00
	FDOT (Palm Beach County, Boca Raton)	Road	Reconstruct County Road 811 (Dixie Highway) from Broward/palm Beach County line to 18th Street	Design-Build	FDOT	\$ 4,484,687.00
	Palm Beach County	Road	Resurface Military Trail from Clint Moore Road to Lake Worth Road with ADA ramps and guardrail upgrade	Conventional	LAP	\$ 7,000,000.00
	Palm Beach County (Boynton Beach)	Road	Roadway improvements on Seacrest and Martin Luther King Jr. Blvd. including lighting, crosswalks, sidewalk improvements, pavers and traffic circles to slow traffic through residential areas	Conventional	LAP	\$ 1,998,838.00
Palm Beach County (Tequesta)	Bridge	Replace Tequesta Drive Bridge and approaches including utility improvements	Conventional	LAP	\$ 3,000,000.00	
	Riviera Beach	Road	Resurface Blue Heron Blvd/SR A1A from US 1 to South of Burnt Bridge. This includes sidewalks, lighting, drainage and landscaping	Conventional	LAP	\$ 3,500,000.00
Royal Palm Beach	Road	Convert Okeechobee Blvd (40th Street) to urban section with drainage, bike lanes and bike/ped paths	Conventional	LAP	\$ 2,000,000.00	
Wellington	Road	Resurface Forest Hill Blvd. from Southern Blvd to Florida's Turnpike. This includes sidewalks, lighting, drainage, bike lane, street furniture and signage	Conventional	LAP	\$ 3,000,000.00	
Fort Pierce	Road	Reconstruct 13th Street from Orange Avenue to Avenue I (Phase II) and improve intersection	Conventional	LAP	\$ 1,368,986.00	
Port St. Lucie	Road	Reconstruction of existing two lanes on Westmoreland Boulevard from Bakersfield Street to Cambridge Drive	Conventional	LAP	\$ 1,754,012.00	
St. Lucie County	Bridge	Replace Juanita Avenue Bridge	Conventional	LAP	\$ 1,155,082.00	
<b>District 4 Total</b>						<b>\$ 80,227,921.00</b>
5 Brevard	Brevard County	Road	Resurfacing, Sarno Rd From Wickham Rd To Croton Rd	Conventional	LAP	\$ 1,041,225.00
	Brevard County	Road	Resurfacing, Wickham Rd, From South of Post Rd. To North of Parkway Dr.	Conventional	LAP	\$ 931,730.00
	Brevard County	Road	Resurfacing, Sisson Rd, From SR 405 To SR 50	Conventional	LAP	\$ 896,751.00
	Brevard County	Road	Resurfacing, Cox Road From 300' North of SR 520 To SR 524	Conventional	LAP	\$ 838,313.00
	Brevard County	Road	Resurfacing, Micco Road From Dottle Lane To 1 Mile West Of Dottle Lane	Conventional	LAP	\$ 500,000.00
	Brevard County	Road	Resurfacing, Sykes Creek Parkway, From Merritt Avenue To North Banana River Dr.	Conventional	LAP	\$ 303,144.00
	Brevard County	Road	Resurfacing, Old Dixie Highway, From Draa Rd. To SR 406	Conventional	LAP	\$ 75,501.00
	Brevard County	Road	Resurfacing, North Riverside Drive, From Eau Gallie Blvd. To US 192	Conventional	LAP	\$ 50,000.00
	Brevard County	Road	Resurfacing, Sheridan Road From John Rodes Blvd. To Wickham Rd.	Conventional	LAP	\$ 50,000.00
	Brevard County	Road	Resurfacing, Ridgewood Ave., From Grant to E. Central Blvd.	Conventional	LAP	\$ 181,563.00
	City of Cocoa	Road	Drainage Pipe, School Street, From Fiske Blvd to Pineda St.	Conventional	LAP	\$ 209,982.00
	City of Cocoa Beach	Road	Resurfacing, Ocean Beach Blvd, From Young Avenue To Flagler Lane	Conventional	LAP	\$ 262,282.00
	City of Indialantic	Road	Resurfacing, North Riverside Drive, From North of Town Limits (Watson) To US 192	Conventional	LAP	\$ 56,321.00

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

MEETING DATE: November 18, 2009

AGENDA ITEM SUMMARY NO. 109-11-2-1

- |  |   |
|--|---|
| <input checked="" type="checkbox"/> CONSENT    | <input type="checkbox"/> AWARDS / PRESENTATIONS / PETITIONS                                 |
| <input checked="" type="checkbox"/> RESOLUTION | <input type="checkbox"/> PUBLIC HEARING <input type="checkbox"/> ORDINANCE ON FIRST READING |
| <input type="checkbox"/> DISCUSSION            | <input type="checkbox"/> ORDINANCE ON SECOND READING  |

**SUBJECT:** A resolution of the City Council of the City of Riviera Beach authorizing the Mayor and City Clerk to execute a Local Agency Program (LAP) agreement with the Florida Department of Transportation (FDOT) for improvements to Blue Heron Boulevard/State Road A1A; and providing for an effective date.

**RECOMMENDATION / MOTION:** Staff recommends that the City Council approve the attached resolution.

**DEPARTMENTAL APPROVAL REVIEW & DATE**

*City Attorney <i>PKP 11/10/09</i>	Marina
*City Clerk <i>PKP 11/10/2009</i>	Police
Community Development	Public Works
*Finance <i>PKP 11-12-09</i>	Purchasing
Fire	Recreation & Parks
Human Resources	Water & Sewer
*Assistant City Manager	Other

APPROVED BY CITY MANAGER: *Patrick Jones*

DATE: 11-12-09

<b>Originating Dept.</b> Community Development  	<b>Costs:</b> none at this time County Current FY:  <b>Funding Source:</b> <input type="checkbox"/> Capital Improvement <input type="checkbox"/> Operating <input type="checkbox"/> Other- Budget Account Number:	<b>City Council Actions:</b> <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 _____
<b>User Dept.</b> CDD		
<b>Advertised:</b> Date: Paper: <input checked="" type="checkbox"/> Not Required <b>Affected Parties</b> <input type="checkbox"/> Notified <input checked="" type="checkbox"/> Not Required		<b>Attachments:</b> 1- Resolution 2- LAP agreement

**BACKGROUND / SUMMARY:** The City of Riviera Beach entered into an agreement with the Florida Department of Transportation (FDOT) in 2004, as amended in 2006 and 2007 for receiving funds to improve Blue Heron Boulevard/State Road A1A between Broadway and the City's north corporate limit line on Singer Island. The City also will receive additional funds under American Recovery and Reinvestment Act (ARRA) or Stimulus program. In order to receive these funds, the City must enter into a LAP agreement with FDOT. Staff recommends that the City Council authorize the Mayor and City Clerk to execute the agreement. The City's consulting engineers, Jordan, Jones and Goulding have completed 95% plans and specifications for this project. A permit from the South Florida Water Management is expected within the next thirty days. All other agency permits have been received. A Notice To Proceed is expected from the FDOT in December 2009.

**Item No.04**

# EXHIBIT A-1

## II. FISCAL IMPACT ANALYSIS

A. Five Year Summary of Fiscal Impact: LAP Agreement, State Road A1A

Fiscal Years	2009	2010	2011	2012	2013
Capital Expenditures	None	None	_____	_____	_____
Operating Costs	None	None	_____	_____	_____
External Revenues	None	None	_____	_____	_____
Program Income (City)	None	None	_____	_____	_____
In-Kind Match (City)	None	None	_____	_____	_____
<b>NET FISCAL IMPACT</b>	None	None	_____	_____	_____

NO. ADDITIONAL FTE POSITIONS (Cumulative) \_\_\_\_\_

Is Item Included in Current Budget? Yes  No   
 Budget Account No.: Fund \_\_\_\_\_ Dept/Div. \_\_\_\_\_ Org. \_\_\_\_\_ Object \_\_\_\_\_

Reporting Category \_\_\_\_\_

B. Recommended Sources of Funds/Summary of Fiscal Impact:  
 This agreement consolidates prior JPA Agreements and requires no additional funding.

C. Departmental Fiscal Review: *J. All*  
**Mary McKinney, Dir. of Community Development**

## III. REVIEW COMMENTS

A. Finance Department and/or Purchasing/Intergovernmental Relations/Grants Comments:  
*Project costs are in excess of \$13M, paid mostly from grants and developer contributions.*  
*J. All*  
 Finance Department 11-1009 Purchasing and Grants

B. Other Department Review:  
*J. All*  
 Department Director

**CITY OF RIVIERA BEACH  
CAPITAL PROJECT PROPOSAL  
FY 2010 - FY 2014**

**DEPARTMENT:** COMMUNITY DEVELOPMENT

**PROJECT TITLE:** US HIGHWAY 1 IMPROVEMENT **JOB CODE:**

**PRIORITY ASSIGNED BY DEPARTMENT (1 HIGHEST TO 5 LOWEST):** 2

**PRIORITY ASSIGNED BY CITY MANAGER (1 HIGHEST TO 5 LOWEST):**

**MANDATED BY LAW (CHECK YES OR NO):** YES NO X

**MANDATED BY COUNCIL (CHECK YES OR NO):** YES X NO

**APPROVED BY RESOLUTION NO.** **RESOLUTION DATE:**

**PROJECT DESCRIPTION**

Resurfacing, landscaping, drainage improvement, decorative lights, traffic mast arms, sidewalk improvements on US Highway 1 between West 12th Street and Silver Beach Road to be completed by the Florida Department of Transportation (FDOT). CRA and City staff are coordinating with FDOT staff.

**PROPOSED COMPLETION DATES**

<b>PROJECT PROPOSAL / DISCUSSION</b>		<b>DESIGN</b>		<b>CONSTRUCTION</b>	9/30/2011
--------------------------------------	--	---------------	--	---------------------	-----------

**CAPITAL OUTLAY COSTS**

Description	PRIOR YEARS	FY 2009/2010	FY 2010/2011	FY 2011/2012	FY 2012/2013	FY 2013/2014	TOTAL
Land Acquisition							-
Engineering							-
Design & Survey							-
Construction			13,000,000				13,000,000
Buildings							-
Other Improvements							-
Inspection fees							-
Equipment							-
Other Project Costs							-
Contingency							-
<b>TOTAL CAPITAL OUTLAY</b>	-	-	13,000,000	-	-	-	13,000,000

**PROPOSED SOURCES OF FUNDING**

Source of Funding	PRIOR YEARS	FY 2009/2010	FY 2010/2011	FY 2011/2012	FY 2012/2013	FY 2013/2014	TOTAL
Grant-State (FDOT)			13,000,000				13,000,000
							-
							-
<b>TOTAL FUNDING</b>	-	-	13,000,000	-	-	-	13,000,000

**OPERATING COSTS**

OPERATING COSTS:	PRIOR YEARS	FY 2009/2010	FY 2010/2011	FY 2011/2012	FY 2012/2013	FY 2013/2014	TOTAL
Personal Services							-
Operating Costs							-
Maintenance Costs							-
<b>TOTAL OPERATING COSTS</b>		-	-	-	-	-	-

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 A LOCAL AGENCY PROGRAM (LAP) AGREEMENT BETWEEN THE CITY OF RIVIERA BEACH AND THE FLORIDA DEPARTMENT OF TRANSPORTATION FOR IMPROVING BLUE HERON BOULEVARD/STATE ROAD A1A; AND PROVIDING FOR AN EFFECTIVE DATE.**

**WHEREAS**, The City of Riviera Beach has entered into Joint Participation Agreements with the Florida Department of Transportation for receiving funds to improve Blue Heron Boulevard and State Road A1A between Broadway and the north City limit on Singer Island; and

**WHEREAS**, The FDOT has allocated funds from the American Recovery and Reinvestment Act (ARRA) for improvements on Blue Heron Boulevard/State Road A1A; and

**WHEREAS**, In order for the City to receive Federal Funds for this project, it must enter into a Local Agency Program (LAP) agreement with the Florida Department of Transportation.

**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 a Local Agency Program (LAP) Agreement with the Florida Department of Transportation for improving Blue Heron Boulevard/State Road A1A.

**SECTION 2.** This resolution shall take effect immediately upon its passage and approval by the City Council.

**PASSED AND APPROVED** this \_\_\_\_\_ day of \_\_\_\_\_, 2009.

RESOLUTION NO. \_\_\_\_\_  
PAGE 2

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: \_\_\_\_\_

B. BROOKS \_\_\_\_\_

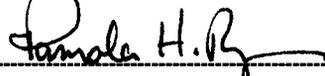
J. DAVIS \_\_\_\_\_

T. JOHNSON \_\_\_\_\_

D. PARDO \_\_\_\_\_

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

REVIEWED AS TO LEGAL SUFFICIENCY

  
\_\_\_\_\_  
PAMALA HANNA RYAN, CITY ATTORNEY

DATE: 11/10/09

**The American Recovery and Reinvestment Act of 2009 (ARRA)  
Surface Transportation Program (STP) Funding  
Local Stimulus Projects as of April 1, 2009**

FDOT (Vero Beach)	Road	Resurface 20th Avenue from Oslo Road to State Road 60	Conventional	FDOT	\$ 2,110,000.00
Martin	Road	Resurface CR 609 from SR 710 to CR 714	Conventional	LAP	\$ 2,100,000.00
Martin County	Road	Resurface Baker Road from Publix property line to Savannah Road	Conventional	LAP	\$ 250,000.00
Martin County (Stuart)	Road	Construct southbound right turn lane on SR 707 @ NW Wright Blvd	Conventional	LAP	\$ 216,849.00
Palm Beach	Road	Reconstruct SE 3rd Street from Martin Luther King Boulevard to SE Avenue G with stormwater utilities, curb and gutter, sidewalks	Design-Build	FDOT	\$ 2,200,000.00
FDOT (Palm Beach County, Boca Raton)	Road	Reconstruct County Road 811 (Dixie Highway) from Broward/Palm Beach County Line to 18th Street	Design-Build	FDOT	\$ 4,484,687.00
Palm Beach County	Road	Resurface Military Trail from Clint Moore Road to Lake Worth Road with ADA ramps and guardrail upgrade	Conventional	LAP	\$ 7,000,000.00
Palm Beach County (Boynton Beach)	Road	Roadway improvements on Seacrest and Martin Luther King Jr. Blvd. including lighting, crosswalks, sidewalk improvements, pavers and traffic circles to slow traffic through residential areas	Conventional	LAP	\$ 1,998,838.00
Palm Beach County (Tequesta)	Bridge	Replace Tequesta Drive Bridge and approaches including utility improvements	Conventional	LAP	\$ 3,000,000.00
Riviera Beach	Road	Resurface Blue Heron Blvd/SR A1A from US 1 to South of Burnt Bridge. This includes sidewalks, lighting, drainage and landscaping	Conventional	LAP	\$ 3,500,000.00
Royal Palm Beach	Road	Convert Okeechobee Blvd (40th Street) to urban section with drainage, bike lanes and bike/ped paths	Conventional	LAP	\$ 2,000,000.00
Wellington	Road	Resurface Forest Hill Blvd. from Southern Blvd to Florida's Turnpike. This includes sidewalks, lighting, drainage, bike lane, street furniture and signage	Conventional	LAP	\$ 3,000,000.00
Fort Pierce	Road	Reconstruct 13th Street from Orange Avenue to Avenue I (Phase II) and improve intersection	Conventional	LAP	\$ 1,368,986.00
Port St. Lucie	Road	Reconstruction of existing two lanes on Westmoreland Boulevard from Bakersfield Street to Cambridge Drive	Conventional	LAP	\$ 1,754,012.00
St. Lucie County	Bridge	Replace Juanita Avenue Bridge	Conventional	LAP	\$ 1,155,082.00
<b>District 4 Total</b>					<b>\$ 80,227,921.00</b>
5 Brevard	Road	Resurfacing, Sarno Rd From Wickham Rd To Croton Rd	Conventional	LAP	\$ 1,041,225.00
Brevard County	Road	Resurfacing, Wickham Rd., From South of Post Rd. To North of Parkway Dr.	Conventional	LAP	\$ 931,730.00
Brevard County	Road	Resurfacing, Sisson Rd., From SR 405 To SR 50	Conventional	LAP	\$ 896,751.00
Brevard County	Road	Resurfacing, Cox Road From 300' North of SR 520 To SR 524	Conventional	LAP	\$ 838,313.00
Brevard County	Road	Resurfacing, Micco Road From Dottie Lane To 1 Mile West Of Dottie Lane	Conventional	LAP	\$ 500,000.00
Brevard County	Road	Resurfacing, Sykes Creek Parkway, From Merritt Avenue To North Banana River Dr.	Conventional	LAP	\$ 303,144.00
Brevard County	Road	Resurfacing, Old Dixie Highway, From Draa Rd. To SR 406	Conventional	LAP	\$ 75,501.00
Brevard County	Road	Resurfacing, North Riverside Drive, From Eau Gallie Blvd. To US 192	Conventional	LAP	\$ 50,000.00
Brevard County	Road	Resurfacing, Sheridan Road From John Rodes Blvd. To Wickham Rd.	Conventional	LAP	\$ 50,000.00
City of Cape Canaveral	Road	Resurfacing, Ridgewood Ave., From Grant to E. Central Blvd.	Conventional	LAP	\$ 181,563.00
City of Cocoa	Road	Drainage Pipe, School Street, From Fiske Blvd to Pineda St.	Conventional	LAP	\$ 209,982.00
City of Cocoa Beach	Road	Resurfacing, Ocean Beach Blvd, From Young Avenue To Flagler Lane	Conventional	LAP	\$ 262,282.00
City of Indianalantic	Road	Resurfacing, North Riverside Drive, From North of Town Limits (Watson) To US 192	Conventional	LAP	\$ 56,321.00



# Florida Department of Transportation

CHARLIE CRIST  
GOVERNOR

3400 West Commercial Boulevard  
Fort Lauderdale, Florida 33309-3421

STEPHANIE C. KOPELOUSOS  
SECRETARY

October 30, 2009

**RECEIVED**  
NOV 02 2009  
COMMUNITY DEVELOPMENT  
DEPARTMENT

Ms. Mary McKinney, Director of Community Development  
City of Riviera Beach  
600 West Blue Heron Blvd.  
Riviera Beach, Florida 33404

Dear Ms. McKinney:

REFERENCE: LAP AGREEMENT

FM No. 420325-1-38/58-01 Location: SR-A1A  
County: Palm Beach Agency: Village City of Riviera Beach

I have enclosed 5 sets of the agreement on the above project for the Agency to execute. The Agency's attorney should approve and sign on the execution page 13. The agreement has to be executed by the Agency, signed, dated, attested to, and sealed. Please provide an original of the county's resolution approving the agreement. There are other documents in the agreement that has to be signed and dated (see tabs).

Please do not add, change or delete any of the verbiage or documents. Return all 5 sets to me for the Department's execution. Please do not start any construction before you receive a fully executed agreement with a Notice to Proceed.

Please advise when this will go to agenda and date when the Agency's commission will execute.

If you have any questions please call me at 954-777-4496.

Sincerely,

  
Ronald E. Holmes, FDOT

STATE OF FLORIDA DEPARTMENT OF TRANSPORTATION  
**LOCAL AGENCY PROGRAM AGREEMENT**

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FPN: <u>420325-1-38/58-01</u>	Fund: <u>LF/DDR/HPP/SE/FSSU</u>	FLAIR Approp: _____
Federal No: <u>SFTL 173 R</u>	Org Code: <u>55043010404</u>	FLAIR Obj: _____
FPN: <u>420325-1-58-02</u>	Fund: <u>S115</u>	FLAIR Approp: _____
Federal No: <u>S104 002 R</u>	Org Code: _____	FLAIR Obj: _____
FPN: <u>420325-1-58-03</u>	Fund: <u>S117</u>	FLAIR Approp: _____
Federal No: <u>S137 003 R</u>	Org Code: _____	FLAIR Obj: _____
FPN: <u>420325-1-58-04</u>	Fund: <u>FSSU</u>	FLAIR Approp: _____
Federal No: <u>ARRA 027 B</u>	Org Code: _____	FLAIR Obj: <u>VF596000417001</u>
County No: <u>93</u>	Contract No: _____	Vendor No: _____

Data Universal Number System (DUNS) No: 80-939-7102  
Catalog of Federal Domestic Assistance (CFDA): 20.205 Highway Planning and Construction

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THIS AGREEMENT, made and entered into this \_\_\_\_ day of \_\_\_\_\_, \_\_\_\_ by and between the STATE OF FLORIDA DEPARTMENT OF TRANSPORTATION, an agency of the State of Florida, hereinafter called the Department, and City of Riviera Beach hereinafter called the Agency.

WITNESSETH:

WHEREAS, the Agency has the authority to enter into this Agreement and to undertake the project hereinafter described, and the Department has been granted the authority to function adequately in all areas of appropriate jurisdiction including the implementation of an integrated and balanced transportation system and is authorized under Section 339.12, Florida Statutes, to enter into this Agreement;

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

**1.00 Purpose of Agreement:** The purpose of this Agreement is to provide for the Department's participation in resurfacing on SR-A1A from Blue Heron Blvd./US-1 to south of Burnt Bridge and as further described in Exhibit "A" attached hereto and by this reference made a part hereof, hereinafter called the "project," and to provide Department financial assistance to the Agency and state the terms and conditions upon which such assistance will be provided and the understandings as to the manner in which the project will be undertaken and completed.

**1.01 Attachments:** Exhibit(s) A+B+1+L+RL+S+T+X are attached and made a part hereof.

**2.01 General Requirements:** The Agency shall complete the project as described in Exhibit "A" with all practical dispatch, in a sound, economical, and efficient manner, and in accordance with the provisions herein, and all applicable laws. The project will be performed in accordance with all applicable Department procedures, guidelines, manuals, standards, and directives as described in the Department's Local Agency Program Manual, which by this reference is made a part hereof as if fully set forth herein. Time is of the essence as to each and every obligation under this Agreement.

A full time employee of the Agency, qualified to ensure that the work being pursued is complete, accurate, and consistent with the terms, conditions, and specifications of this Agreement shall be in charge of each project.

**Removal of Any Unbilled Funds**

If Agency fails to timely perform its obligations in submitting invoices and documents necessary for the close out of the project, and said failure results in a loss of the remaining unbilled funding either by Federal withdrawal of funds or loss of State appropriation authority (which may include both federal funds and state funds, if any state funds are on the project), Agency will be responsible for the remaining unbilled funds on the project. No other funds will be provided by the Department. Agency waives the right to contest such removal of funds by the Department, if said removal is directly related to Federal (FHWA) withdrawal of funds or loss of State appropriation authority due to Local Agency's failure or nonperformance. In addition to loss of funding, the Department will consider de-certification of said Agency for future LAP projects.

## **Removal of All Funds**

If all funds are removed from the project, including amounts previously billed to the Department and reimbursed to the Agency, and the project is off the state highway system, then the department will have to request repayment for the previously billed amounts from the Local Agency. No state funds can be used on off-system projects.

**2.02 Expiration of Agreement:** The Agency agrees to complete the project on or before December 31, 2011. If the Agency does not complete the project within this time period, this Agreement will expire on the last day of the scheduled completion as provided in this paragraph unless an extension of the time period is requested by the Agency and granted in writing by the Department prior to the expiration of this Agreement. Expiration of this Agreement will be considered termination of the project. The cost of any work performed after the expiration date of this Agreement will not be reimbursed by the Department.

**2.03 Pursuant to Federal, State, and Local Laws:** In the event that any election, referendum, approval, permit, notice or other proceeding or authorization is requisite under applicable law to enable the Agency to enter into this Agreement or to undertake the project hereunder or to observe, assume or carry out any of the provisions of the Agreement, the Agency will initiate and consummate, as provided by law, all actions necessary with respect to any such matters so requisite.

**2.04 Agency Funds:** The Agency shall initiate and prosecute to completion all proceedings necessary, including federal-aid requirements, to enable the Agency to provide the necessary funds for completion of the project.

**2.05 Submission of Proceedings, Contracts, and Other Documents:** The Agency shall submit to the Department such data, reports, records, contracts, and other documents relating to the project as the Department and the Federal Highway Administration (FHWA) may require.

## **3.00 Project Cost:**

**3.01 Total Cost:** The total cost of the project is \$ 13,326,369.00. This amount is based upon the schedule of funding in Exhibit "B." The Agency agrees to bear all expenses in excess of the total cost of the project and any deficits involved. The schedule of funding may be modified by mutual agreement as provided for in paragraph 4.00.

**3.02 Department Participation:** The Department agrees to participate, including contingencies, in the project cost to the extent provided in Exhibit "B." This amount includes federal-aid funds which are limited to the actual amount of federal-aid participation.

**3.03 Limits on Department Funds:** Project costs eligible for Department participation will be allowed only from the date of this Agreement. It is understood that Department participation in eligible project costs is subject to:

- a) Legislative approval of the Department's appropriation request in the work program year that the project is scheduled to be committed;
- b) Availability of funds as stated in paragraphs 3.04 and 3.05 of this Agreement;
- c) Approval of all plans, specifications, contracts or other obligating documents and all other terms of this Agreement; and
- d) Department approval of the project scope and budget at the time appropriation authority becomes available.

**3.04 Appropriation of Funds:** The Department's performance and obligation to pay under this Agreement is contingent upon an annual appropriation by the Legislature. If the Department's funding for this project is in multiple fiscal years, funds approval from the Department's Comptroller must be received each fiscal year prior to costs being incurred. See Exhibit "B" for funding levels by fiscal year. Project costs utilizing these fiscal year funds are not eligible for reimbursement if incurred prior to funds approval being received. The Department will notify the Agency, in writing, when funds are available.

**3.05 Multi-Year Commitment:** In the event this Agreement is in excess of \$25,000 and has a term for a period of more than one year, the provisions of Section 339.135(6)(a), Florida Statutes, are hereby incorporated:

"(a) The department, during any fiscal year, shall not expend money, incur any liability, or enter into any contract which, by its terms, involves the expenditure of money in excess of the amounts budgeted as available for expenditure during such fiscal year. Any contract, verbal or written, made in violation of this subsection is null and void, and no money may be paid on such contract. The department shall require a statement from the comptroller of the Department that funds are available prior to entering into any such contract or other binding commitment of funds. Nothing herein contained shall prevent the making of contracts for periods exceeding 1 year, but any contract so made shall be executory only for the value of the services to be rendered or agreed to be paid for in succeeding fiscal years, and this paragraph shall be incorporated verbatim in all contracts of the Department which are for an amount in excess of \$25,000 and which have a term for a period of more than 1 year."

**3.06 Notice-to-Proceed:** No cost may be incurred under this Agreement until the Agency has received a written Notice-to-Proceed from the Department.

**3.07 Limits on Federal Participation:** Federal-aid funds shall not participate in any cost which is not incurred in conformity with applicable Federal and State laws, the regulations in 23 Code of Federal Regulations (C.F.R.) and 49 C.F.R., and policies and procedures prescribed by the Division Administrator of FHWA. Federal funds shall not be paid on account of any cost incurred prior to authorization by the FHWA to the Department to proceed with the project or part thereof involving such cost (23 C.F.R. 1.9 (a)). If FHWA or the Department determines that any amount claimed is not eligible, federal participation may be approved in the amount determined to be adequately supported and the Department shall notify the Agency in writing citing the reasons why items and amounts are not eligible for federal participation. Where correctable non-compliance with provisions of law or FHWA requirements exists, Federal funds may be withheld until compliance is obtained. Where non-compliance is not correctable, FHWA or the Department may deny participation in parcel or project costs in part or in total.

For any amounts determined to be ineligible for federal reimbursement for which the Department has advanced payment, the Agency shall promptly reimburse the Department for all such amounts within 90 days of written notice.

**4.00 Project Estimate and Disbursement Schedule:** Prior to the execution of this Agreement, a project schedule of funding shall be prepared by the Agency and approved by the Department. The Agency shall maintain said schedule of funding, carry out the project, and shall incur obligations against and make disbursements of project funds only in conformity with the latest approved schedule of funding for the project. The schedule of funding may be revised by mutual written agreement between the Department and the Agency. If revised, a copy of the revision should be forwarded to the Department's Comptroller and to the Department's Federal-aid Program Office. No increase or decrease shall be effective unless it complies with fund participation requirements of this Agreement and is approved by the Department's Comptroller.

#### **5.00 Records:**

**5.01 Establishment and Maintenance of Accounting Records:** Records of costs incurred under the terms of this Agreement shall be maintained and made available upon request to the Department at all times during the period of this Agreement and for 5 years after the final payment is made. Copies of these documents and records shall be furnished to the Department upon request. Records of costs incurred include the Agency's general accounting records and the project records, together with supporting documents and records of the Agency and all subcontractors performing work on the project and all other records of the Agency and subcontractors considered necessary by the Department for a proper audit of costs. If any litigation, claim or audit is started before the expiration of the 5-year period, the records shall be retained until all litigation, claims or audit findings involving the records have been resolved.

**5.02 Costs Incurred for Project:** The Agency shall charge to the project account all eligible costs of the project except costs agreed to be borne by the Agency or its contractors and subcontractors. Costs in excess of the programmed funding or attributable to actions which have not received the required approval of the Department shall not be considered eligible costs.

**5.03 Documentation of Project Costs:** All costs charged to the project, including any approved services contributed by the Agency or others, shall be supported by properly executed payrolls, time records, invoices, contracts or vouchers evidencing in proper detail the nature and propriety of the charges.

**5.04 Audit Reports:** Recipients of federal and state funds are to have audits done annually using the following criteria:

STATE OF FLORIDA DEPARTMENT OF TRANSPORTATION  
**LOCAL AGENCY PROGRAM AGREEMENT**

The administration of resources awarded by the Department to the Agency may be subject to audits and/or monitoring by the Department, as described in this section.

**Monitoring:** In addition to reviews of audits conducted in accordance with OMB Circular A-133 and Section 215.97, Florida Statutes, as revised (see "Audits" below), monitoring procedures may include, but not be limited to, on-site visits by Department staff, limited scope audits as defined by OMB Circular A-133, as revised, and/or other procedures. By entering into this Agreement, the recipient agrees to comply and cooperate fully with any monitoring procedures/processes deemed appropriate by the Department. In the event the Department determines that a limited scope audit of the recipient is appropriate, the recipient agrees to comply with any additional instructions provided by the Department staff to the Agency regarding such audit. The Agency further agrees to comply and cooperate with any inspections, reviews, investigations or audits deemed necessary by the FDOT's Office of Inspector General (OIG), and the Chief Financial Officer (CFO) or Auditor General.

### **Audits**

**Part I - Federally Funded:** Recipients of federal funds (i.e., state, local government or non-profit organizations as defined in OMB Circular A-133, as revised) are to have audits done annually using the following criteria:

1. In the event that the recipient expends \$500,000 or more in federal awards in its fiscal year, the recipient must have a single or program-specific audit conducted in accordance with the provisions of OMB Circular A-133, as revised. Exhibit "1" of this Agreement indicates federal resources awarded through the Department by this Agreement. In determining the federal awards expended in its fiscal year, the recipient shall consider all sources of federal awards, including federal resources received from the Department. The determination of amounts of federal awards expended should be in accordance with the guidelines established by OMB Circular A-133, as revised. An audit of the recipient conducted by the Auditor General in accordance with the provisions OMB Circular A-133, as revised, will meet the requirements of this part.
2. In connection with the audit requirements addressed in Part I, paragraph 1 the recipient shall fulfill the requirements relative to auditee responsibilities as provided in Subpart C of OMB Circular A-133, as revised.
3. If the recipient expends less than \$500,000 in federal awards in its fiscal year, an audit conducted in accordance with the provisions of OMB Circular A-133, as revised, is not required. However, if the recipient elects to have an audit conducted in accordance with the provisions of OMB Circular A-133, as revised, the cost of the audit must be paid from non-federal resources (i.e., the cost of such an audit must be paid from recipient resources obtained from other than federal entities).
4. Federal awards are to be identified using the Catalog of Federal Domestic Assistance (CFDA) title and number, award number and year, and name of the awarding federal agency.

**Part II - State Funded:** Recipients of state funds (i.e., a non-state entity as defined by Section 215.97(2) (l), Florida Statutes) are to have audits done annually using the following criteria:

1. In the event that the recipient expends a total amount of state financial assistance equal to or in excess of \$500,000 in any fiscal year of such recipient, the recipient must have a state single or project-specific audit for such fiscal year in accordance with Section 215.97, Florida Statutes, applicable rules of the Executive Office of the Governor and the CFO, and Chapters 10.550 (local governmental entities) or 10.650 (nonprofit and for-profit organizations), Rules of the Auditor General. Exhibit "1" to this Agreement indicates state financial assistance awarded through the Department by this Agreement. In determining the state financial assistance expended in its fiscal year, the recipient shall consider all sources of state financial assistance, including state financial assistance received from the Department, other state agencies, and other non-state entities. State financial assistance does not include federal direct or pass-through awards and resources received by a non-state entity for federal program matching requirements.
2. In connection with the audit requirements addressed in Part II, paragraph 1, the recipient shall ensure that the audit complies with the requirements of Section 215.97(7), Florida Statutes. This includes submission of a financial reporting package as defined by Section 215.97(2) (d), Florida Statutes, and Chapters 10.550 (local governmental entities) or 10.650 (nonprofit and for-profit organizations), Rules of the Auditor General.

STATE OF FLORIDA DEPARTMENT OF TRANSPORTATION  
**LOCAL AGENCY PROGRAM AGREEMENT**

3. If the recipient expends less than \$500,000 in state financial assistance in its fiscal year, an audit conducted in accordance with the provisions of Section 215.97, Florida Statutes, is not required. However, if the recipient elects to have audit conducted in accordance with the provisions of Section 215.97, Florida Statutes, the cost of the audit must be paid from the non-state entity's resources (i.e., the cost of such an audit must be paid from the recipient's resources obtained from other than State entities).
4. State awards are to be identified using the Catalog of State Financial Assistance (CSFA) title and number, award number and year, and name of the state agency awarding it.

**Part III - Other Audit Requirements:** The recipient shall follow up and take corrective action on audit findings. Preparation of a Summary Schedule of Prior Year Audit Findings, including corrective action and current status of the audit findings is required. Current year audit findings require corrective action and status of findings.

Records related to unresolved audit findings, appeals or litigation shall be retained until the action is completed or the dispute is resolved. Access to project records and audit work papers shall be given to the Department, the Department of Financial Services, and the Auditor General. This section does not limit the authority of the Department to conduct or arrange for the conduct of additional audits or evaluations of state financial assistance or limit the authority of any other state official.

**Part IV - Report Submission:**

1. Copies of financial reporting packages for audits conducted in accordance with OMB Circular A-133, as revised, and required by Part I of this Agreement shall be submitted, when required by Section .320 (d), OMB Circular A-133, as revised, by or on behalf of the recipient directly to each of the following:
  - a) The Department at each of the following address(es):

Karen Maxon, Work Program Coordinator, Work Program Office, 3400 West Commercial Blvd., Ft. Lauderdale 33309-3421
  - b) The Federal Audit Clearinghouse designated in OMB Circular A-133, as revised (the number of copies required by Sections .320 (d)(1) and (2), OMB Circular A-133, as revised), at the following address:

Federal Audit Clearinghouse  
Bureau of the Census  
1201 East 10<sup>th</sup> Street  
Jeffersonville, IN 47132
  - c) Other federal agencies and pass-through entities in accordance with Sections .320 (e) and (f), OMB Circular A-133, as revised.
2. In the event that a copy of the financial reporting package required by Part I of this Agreement and conducted in accordance with OMB Circular A-133, as revised, is not required to be submitted to the Department for reasons pursuant to Section .320 (e)(2), OMB Circular A-133, as revised, the recipient shall submit the required written notification pursuant to Section .320 (e)(2) and a copy of the recipient's audited Schedule of Expenditures of Federal Awards directly to each of the following:

Karen Maxon, Work Program Coordinator, Work Program Office, 3400 West Commercial Blvd., Ft. Lauderdale 33309-3421

In addition, pursuant to Section .320 (f), OMB Circular A-133, as revised, the recipient shall submit a copy of the financial reporting package described in Section .320 (c), OMB Circular A-133, as revised, and any Management Letters issued by the auditor, to the Department at each of the following addresses:

Karen Maxon, Work Program Coordinator, Work Program Office, 3400 West Commercial Blvd., Ft. Lauderdale 33309-3421

STATE OF FLORIDA DEPARTMENT OF TRANSPORTATION  
**LOCAL AGENCY PROGRAM AGREEMENT**

3. Copies of the financial reporting package required by Part II of this Agreement shall be submitted by or on behalf of the recipient directly to each of the following:
  - a) The Department at each of the following address(es):

Karen Maxon, Work Program Coordinator, Work Program Office, 3400 West Commercial Blvd., Ft. Lauderdale 33309-3421
  - b) The Auditor General's Office at the following address:

Auditor General's Office  
Room 401, Pepper Building  
111 West Madison Street  
Tallahassee, Florida 32399-1450
4. Copies of reports or the Management Letter required by Part III of this Agreement shall be submitted by or on behalf of the recipient directly to:
  - a) The Department at each of the following address(es):

Karen Maxon, Work Program Coordinator, Work Program Office, 3400 West Commercial Blvd., Ft. Lauderdale 33309-3421
5. Any reports, Management Letters, or other information required to be submitted to the Department pursuant to this Agreement shall be submitted in a timely manner in accordance with OMB Circular A-133, as revised, Florida Statutes, and Chapters 10.550 (local governmental entities) or 10.650 (nonprofit and for-profit organizations), Rules of the Auditor General, as applicable.
6. Recipients, when submitting financial reporting packages to the Department for audits done in accordance with OMB Circular A-133, as revised, or Chapters 10.550 (local governmental entities) or 10.650 (nonprofit and for-profit organizations), Rules of the Auditor General, should indicate the date that the financial reporting package was delivered to the recipient in correspondence accompanying the financial reporting package.

**Part V - Record Retention:** The recipient shall retain sufficient records demonstrating its compliance with the terms of this Agreement for a period of at least 5 years from the date the audit report is issued and shall allow the Department or its designee, the state CFO or Auditor General access to such records upon request. The recipient shall ensure that the independent audit documentation is made available to the Department, or its designee, the state CFO or Auditor General upon request for a period of at least 5 years from the date the audit report is issued, unless extended in writing by the Department.

**5.05 Inspection:** The Agency shall permit, and shall require its contractors to permit, the Department's authorized representatives and authorized agents of FHWA to inspect all work, workmanship, materials, payrolls, and records and to audit the books, records, and accounts pertaining to the financing and development of the project.

The Department reserves the right to unilaterally cancel this Agreement for refusal by the Agency or any contractor, sub-contractor or materials vendor to allow public access to all documents, papers, letters or other material subject to the provisions of Chapter 119, Florida Statutes, and made or received in conjunction with this Agreement (Section 287.058(1) (c), Florida Statutes).

**5.06 Uniform Relocation Assistance and Real Property Statistical Report:** For any project requiring additional right-of-way, the Agency must submit to the Department an annual report of its real property acquisition and relocation assistance activities on the project. Activities shall be reported on a federal fiscal year basis, from October 1 through September 30. The report must be prepared using the format prescribed in 49 C.F.R. Part 24, Appendix B, and be submitted to the Department no later than October 15 of each year.

**6.00 Requisitions and Payments:** Requests for reimbursement for fees or other compensation for services or expenses incurred shall be submitted in detail sufficient for a proper pre-audit and post-audit thereof (Section 287.058(1)(a), Florida Statutes).

STATE OF FLORIDA DEPARTMENT OF TRANSPORTATION  
**LOCAL AGENCY PROGRAM AGREEMENT**

All recipients of funds from this Agreement, including those contracted by the Agency, must submit bills for any travel expenses, when authorized by the terms of this Agreement, in accordance with Section 112.061, Florida Statutes, and Chapter 3-"Travel" of the Department's Disbursement Operations Manual, Topic 350-030-400 (Section 287.058(1)(b), Florida Statutes).

If, after project completion, any claim is made by the Department resulting from an audit or for work or services performed pursuant to this Agreement, the Department may offset such amount from payments due for work or services done under any agreement which it has with the Agency owing such amount if, upon demand, payment of the amount is not made within 60 days to the Department. Offsetting any amount pursuant to this paragraph shall not be considered a breach of contract by the Department.

**7.00 Department Obligations:** Subject to other provisions hereof, the Department will honor requests for reimbursement to the Agency in amounts and at times deemed by the Department to be proper to ensure the carrying out of the project and payment of the eligible costs. However, notwithstanding any other provision of this Agreement, the Department may elect by notice in writing not to make a payment if:

**7.01 Misrepresentation:** The Agency shall have made misrepresentation of a material nature in its application, or any supplement thereto or amendment thereof or in or with respect to any document of data furnished therewith or pursuant hereto;

**7.02 Litigation:** There is then pending litigation with respect to the performance by the Agency of any of its duties or obligations which may jeopardize or adversely affect the project, the Agreement or payments to the project;

**7.03 Approval by Department:** The Agency shall have taken any action pertaining to the project which, under this Agreement, requires the approval of the Department or has made related expenditure or incurred related obligations without having been advised by the Department that same are approved;

**7.04 Conflict of Interests:** There has been any violation of the conflict of interest provisions contained here in paragraph 12.06 or 12.07.

**7.05 Default:** The Agency has been determined by the Department to be in default under any of the provisions of the Agreement.

**7.06 Federal Participation:** The Department may suspend or terminate payment for that portion of the project which the FHWA, or the Department acting in lieu of FHWA, may designate as ineligible for federal-aid.

**7.07 Disallowed Costs:** In determining the amount of the payment, the Department will exclude all projects costs incurred by the Agency prior to the effective date of this Agreement or the date of authorization, costs incurred after the expiration of the Agreement, costs which are not provided for in the latest approved schedule of funding in Exhibit "B" for the project, costs agreed to be borne by the Agency or its contractors and subcontractors for not meeting the project commencement and final invoice time lines, and costs attributable to goods or services received under a contract or other arrangements which have not been approved in writing by the Department.

**7.08 Final Invoices:** The Agency must submit the final invoice on the project to the Department within 120 days after the completion of the project. Invoices submitted after the 120-day time period may not be paid.

**8.00 Termination or Suspension of Project:**

**8.01 Termination or Suspension Generally:** The Department may, by written notice to the Agency, suspend any or all of its obligations under this Agreement until such time as the event or condition resulting in such suspension has ceased or been corrected or the Department may terminate this Agreement in whole or in part at any time the interest of the Department requires such termination.

(a) If the Department determines that the performance of the Agency is not satisfactory, the Department shall notify the Agency of the deficiency in writing with a requirement that the deficiency be corrected within thirty (30) days of such notice. Such notice shall provide reasonable specificity to the Agency of the deficiency that requires correction. If the deficiency is not corrected within such time period, the Department may either (1) immediately terminate the Agreement

as set forth in paragraph 8.(b) below, or (2) take whatever action is deemed appropriate by the Department to correct the deficiency. In the event the Department chooses to take action and not terminate the Agreement, the Agency shall, upon demand, promptly reimburse the Department for any and all costs and expenses incurred by the Department in correcting the deficiency.

(b) If the Department terminates the Agreement, the Department shall notify the Agency of such termination in writing, with instructions to the effective date of termination or specify the stage of work at which the Agreement is to be terminated.

(c) If the Agreement is terminated before the project is completed, the Agency shall be paid only for the percentage of the project satisfactorily performed for which costs can be substantiated. Such payment, however, shall not exceed the equivalent percentage of the contract price. All work in progress will become the property of the Department and will be turned over promptly by the Agency.

**8.02 Action Subsequent to Notice-of-Termination or Suspension:** Upon receipt of any final termination or suspension notice under this paragraph, the Agency shall proceed promptly to carry out the actions required therein which may include any or all of the following: (a) necessary action to terminate or suspend, as the case may be, project activities and contracts and such other action as may be required or desirable to keep to a minimum the costs upon the basis of which the financing is to be computed; (b) furnish a statement of the project activities and contracts and other undertakings the cost of which are otherwise includable as project costs. The termination or suspension shall be carried out in conformity with the latest schedule, plan, and cost as approved by the Department or upon the basis of terms and conditions imposed by the Department upon the failure of the Agency to furnish the schedule, plan, and estimate within a reasonable time. The closing out of federal financial participation in the project shall not constitute a waiver of any claim which the Department may otherwise have arising out of this Agreement.

## **9.00 Contracts of Agency:**

**9.01 Third Party Agreements:** Except as otherwise authorized in writing by the Department, the Agency shall not execute any contract or obligate itself in any manner requiring the disbursement of Department funds, including consultant or construction contracts or amendments thereto, with any third party with respect to the project without the written approval of the Department. Failure to obtain such approval shall be sufficient cause for nonpayment by the Department. The Department specifically reserves unto itself the right to review the qualifications of any consultant or contractor and to approve or disapprove the employment of the same.

**9.02 Compliance with Consultants' Competitive Negotiation Act:** It is understood and agreed by the parties hereto that participation by the Department in a project with the Agency, where said project involves a consultant contract for engineering, architecture or surveying services, is contingent on the Agency's complying in full with provisions of Section 287.055, Florida Statutes, Consultants' Competitive Negotiation Act. At the discretion of the Department, the Agency will involve the Department in the consultant selection process for all projects. In all cases, the Agency's attorney shall certify to the Department that selection has been accomplished in compliance with the Consultants' Competitive Negotiation Act.

**10.00 Disadvantaged Business Enterprise (DBE) Policy and Obligation:** It is the policy of the Department that DBE's, as defined in 49 C.F.R. Part 26, as amended, shall have the opportunity to participate in the performance of contracts financed in whole or in part with Department funds under this Agreement. The DBE requirements of applicable federal and state laws and regulations apply to this Agreement.

The Agency and its contractors agree to ensure that DBE's have the opportunity to participate in the performance of this Agreement. In this regard, all recipients and contractors shall take all necessary and reasonable steps in accordance with applicable federal and state laws and regulations to ensure that the DBE's have the opportunity to compete for and perform contracts. The Agency and its contractors and subcontractors shall not discriminate on the basis of race, color, national origin or sex in the award and performance of contracts, entered pursuant to this Agreement. Furthermore, the Agency agrees that:

(a) Each financial assistance agreement signed with a US-DOT operating administration (or a primary recipient) must include the following assurance:

STATE OF FLORIDA DEPARTMENT OF TRANSPORTATION  
**LOCAL AGENCY PROGRAM AGREEMENT**

"The recipient shall not discriminate on the basis of race, color, national origin, or sex in the award and performance of any DOT-assisted contract or in the administration of its DBE program or the requirements of 49 C.F.R. Part 26. The recipient shall take all necessary and reasonable steps under 49 C.F.R. Part 26 to ensure nondiscrimination in the award and administration of DOT-assisted contracts. The recipient's DBE program, as required by 49 C.F.R. Part 26 and as approved by Department, is incorporated by reference in this Agreement. Implementation of this program is a legal obligation and failure to carry out its terms shall be treated as a violation of this Agreement. Upon notification to the recipient of its failure to carry out its approved program, the Department may impose sanctions as provided for under 49 C.F.R. Part 26 and may, in appropriate cases, refer the matter for enforcement under 18 U.S.C. 1001 and/or the Program Fraud Civil Remedies Act of 1986 (31 U.S.C. 3801 et seq.)."

(b) Each contract signed with a contractor (and each subcontract the prime contractor signs with a subcontractor) must include the following assurance:

"The contractor, subrecipient or subcontractor shall not discriminate on the basis of race, color, national origin, or sex in the performance of this contract. The contractor shall carry out applicable requirements of 49 C.F.R. Part 26 in the award and administration of DOT-assisted contracts. Failure by the contractor to carry out these requirements is a material breach of this contract, which may result in the termination of this contract or such other remedy as the recipient deems appropriate."

**11.00 Compliance with Conditions and Laws:** The Agency shall comply and require its contractors and subcontractors to comply with all terms and conditions of this Agreement and all federal, state, and local laws and regulations applicable to this project. Execution of this Agreement constitutes a certification that the Agency is in compliance with, and will require its contractors and subcontractors to comply with, all requirements imposed by applicable federal, state, and local laws and regulations, including the "Certification Regarding Debarment, Suspension, Ineligibility and Voluntary Exclusion – Lower Tier Covered Transactions," in 49 C.F.R. Part 29, when applicable.

**12.00 Restrictions, Prohibitions, Controls, and Labor Provisions:**

**12.01 Equal Employment Opportunity:** In connection with the carrying out of any project, the Agency shall not discriminate against any employee or applicant for employment because of race, age, religion, color, sex, national origin, disability or marital status. The Agency will take affirmative action to ensure that applicants are employed and that employees are treated during employment without regard to their race, age, religion, color, gender, national origin, disability or marital status. Such action 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 for training, including apprenticeship. The Agency shall insert the foregoing provision modified only to show the particular contractual relationship in all its contracts in connection with the development of operation of the project, except contracts for the standard commercial supplies or raw materials, and shall require all such contractors to insert a similar provision in all subcontracts, except subcontracts for standard commercial supplies or raw materials. When the project involves installation, construction, demolition, removal, site improvement or similar work, the Agency shall post, in conspicuous places available to employees and applicants for employment for project work, notices to be provided by the Department setting forth the provisions of the nondiscrimination clause.

**12.02 Title VI - Civil Rights Act of 1964:** The Agency will comply with all the requirements imposed by Title VI of the Civil Rights Act of 1964, the regulations of the U.S. Department of Transportation issued thereunder, and the assurance by the Agency pursuant thereto.

The Agency shall include provisions in all contracts with third parties that ensure compliance with Title VI of the Civil Rights Act of 1964, 49 C.F.R. Part 21, and related statutes and regulations.

**12.03 Americans with Disabilities Act of 1990 (ADA):** The Agency will comply with all the requirements as imposed by the ADA, the regulations of the Federal government issued thereunder, and assurance by the Agency pursuant thereto.

**12.04 Public Entity Crime:** A person or affiliate who has been placed on the convicted vendor list following a conviction for a public entity crime may not submit a bid on a contract to provide any goods or services to a public entity; may not submit a bid on a contract with a public entity for the construction or repair of a public building or public work; may not submit bids on leases of real property to a public entity; may not be awarded or perform work as a contractor, supplier,

STATE OF FLORIDA DEPARTMENT OF TRANSPORTATION  
**LOCAL AGENCY PROGRAM AGREEMENT**

subcontractor or consultant under a contract with any public entity; and may not transact business with any public entity in excess of the threshold amount provided in Section 287.017, Florida Statutes, for CATEGORY TWO for a period of 36 months from the date of being placed on the convicted vendor list.

**12.05 Discrimination:** In accordance with Section 287.134, Florida Statutes, an entity or affiliate who has been placed on the Discriminatory Vendor List, kept by the Florida Department of Management Services, may not submit a bid on a contract to provide goods or services to a public entity; may not submit a bid on a contract with a public entity for the construction or repair of a public building or public work; may not submit bids on leases of real property to a public entity; may not be awarded or perform work as a contractor, supplier, subcontractor or consultant under a contract with any public entity; and may not transact business with any public entity.

**12.06 Suspension, Revocation, Denial of Qualification or Determination of Contractor Non-Responsibility:** An entity or affiliate who has had its Certificate of Qualification suspended, revoked, denied or have further been determined by the Department to be a non-responsible contractor may not submit a bid or perform work for the construction or repair of a public building or public work on a contract with the Agency.

**12.07 Prohibited Interests:** Neither the Agency nor any of its contractors or their subcontractors shall enter into any contract, subcontract or arrangement in connection with the project or any property included or planned to be included in the project in which any member, officer or employee of the Agency or the locality during tenure or for 2 years thereafter has any interest, direct or indirect. If any such present or former member, officer or employee involuntarily acquires or had acquired prior to the beginning of tenure any such interest, and if such interest is immediately disclosed to the Agency, the Agency, with prior approval of the Department, may waive the prohibition contained in this paragraph provided that any such present member, officer or employee shall not participate in any action by the Agency or the locality relating to such contract, subcontract or arrangement.

The Agency shall insert in all contracts entered into in connection with the project or any property included or planned to be included in any project, and shall require its contractors to insert in each of their subcontracts, the following provision:

"No member, officer or employee of the Agency or of the locality during his tenure or for 2 years thereafter shall have any interest, direct or indirect, in this contract or the proceeds thereof."

The provisions of this paragraph shall not be applicable to any agreement between the Agency and its fiscal depositories or to any agreement for utility services the rates for which are fixed or controlled by a governmental agency.

**12.08 Interest of Members of, or Delegates to, Congress:** No member or delegate to the Congress of the United States shall be admitted to any share or part of this Agreement or any benefit arising therefrom.

**13.00 Miscellaneous Provisions:**

**13.01 Environmental Regulations:** The Agency will be solely responsible for compliance with all the applicable environmental regulations, for any liability arising from non-compliance with these regulations, and will reimburse the Department for any loss incurred in connection therewith. The Agency will be responsible for securing any applicable permits.

**13.02 Department Not Obligated to Third Parties:** The Department shall not be obligated or liable hereunder to any individual or entity not a party to this Agreement.

**13.03 When Rights and Remedies Not Waived:** In no event shall the making by the Department of any payment to the Agency constitute or be construed as a waiver by the Department of any breach of covenant or any default which may then exist on the part of the Agency and the making of such payment by the Department, while any such breach or default shall exist, shall in no way impair or prejudice any right or remedy available to the Department with respect to such breach or default.

**13.04 How Agreement Is Affected by Provisions Being Held Invalid:** If any provision of this Agreement is held invalid, the remainder of this Agreement shall not be affected. In such an instance, the remainder would then continue to conform to the terms and requirements of applicable law.

**13.05 Bonus or Commission:** By execution of the Agreement, the Agency represents that it has not paid and, also

agrees not to pay, any bonus or commission for the purpose of obtaining an approval of its application for the financing hereunder.

**13.06 State Law:** Nothing in the Agreement shall require the Agency to observe or enforce compliance with any provision or perform any act or do any other thing in contravention of any applicable state law. If any of the provisions of the Agreement violate any applicable state law, the Agency will at once notify the Department in writing in order that appropriate changes and modifications may be made by the Department and the Agency to the end that the Agency may proceed as soon as possible with the project.

**13.07 Plans and Specifications:** In the event that this Agreement involves constructing and equipping of facilities on the State Highway System, the Agency shall submit to the Department for approval all appropriate plans and specifications covering the project. The Department will review all plans and specifications and will issue to the Agency a written approval with any approved portions of the project and comments or recommendations covering any remainder of the project deemed appropriate. After resolution of these comments and recommendations to the Department's satisfaction, the Department will issue to the Agency a written approval with said remainder of the project. Failure to obtain this written approval shall be sufficient cause of nonpayment by the Department. The Agency will physically include Form FHWA-1273 in all its contracts and subcontracts.

**13.08 Right-of-Way Certification:** Upon completion of right-of-way activities on the project, the Agency must certify compliance with all applicable federal and state requirements. Certification is required prior to advertisement for or solicitation of bids for construction of the project, including those projects for which no right-of-way is required.

**13.09 Agency Certification:** The Agency will certify in writing, prior to project closeout that the project was completed in accordance with applicable plans and specifications, is in place on the Agency's facility, adequate title is in the Agency's name, and the project is accepted by the Agency as suitable for the intended purpose.

**13.10 Agreement Format:** All words used herein in the singular form shall extend to and include the plural. All words used in the plural form shall extend to and include the singular. All words used in any gender shall extend to and include all genders.

**13.11 Execution of Agreement:** This Agreement may be simultaneously executed in a minimum of two counterparts, each of which so executed shall be deemed to be an original, and such counterparts together shall constitute one in the same instrument.

**13.12 Restrictions on Lobbying:**

**Federal:** The Agency agrees that no federally-appropriated funds have been paid, or will be paid by or on behalf of the Agency, to any person for influencing or attempting to influence any officer or employee of any federal agency, a Member of Congress, an officer or employee of Congress or an employee of a Member of Congress in connection with the awarding of any federal contract, the making of any federal grant, the making of any federal loan, the entering into of any cooperative agreement, and the extension, continuation, renewal, amendment or modification of any federal contract, grant, loan or cooperative agreement.

If any funds other than federally-appropriated funds have been paid by the Agency to any person for influencing or attempting to influence an officer or employee of any federal agency, a Member of Congress, an officer or employee of Congress or an employee of a Member of Congress in connection with this Agreement, the undersigned shall complete and submit Standard Form-LLL, "Disclosure Form to Report Lobbying," in accordance with its instructions.

The Agency shall require that the language of this paragraph be included in the award documents for all subawards at all tiers (including subcontracts, subgrants, and contracts under grants, loans, and cooperative agreements) and that all subrecipients shall certify and disclose accordingly.

**State:** No funds received pursuant to this contract may be expended for lobbying the Legislature, the judicial branch or a state agency.

**13.13 Maintenance:** The Agency agrees to maintain any project not on the State Highway System constructed under this Agreement. If the Agency constructs any improvement on Department right-of-way, the Agency  will  will not maintain the improvements made for their useful life.

STATE OF FLORIDA DEPARTMENT OF TRANSPORTATION  
**LOCAL AGENCY PROGRAM AGREEMENT**

525-010-40  
PRODUCTION SUPPORT  
02/09  
Page 12

**13.14 Vendors Rights:** Vendors (in this document identified as the Agency) providing goods and services to the Department should be aware of the following time frames. Upon receipt, the Department has 5 working days to inspect and approve the goods and services unless the bid specifications, purchase order or contract specifies otherwise. The Department has 20 days to deliver a request for payment (voucher) to the Department of Financial Services. The 20 days are measured from the latter of the date the invoice is received or the goods or services are received, inspected, and approved.

If a payment is not available within 40 days after receipt of the invoice and the receipt, inspection, and approval of goods and services, a separate interest penalty in accordance with Section 215.422(3)(b), Florida Statutes, will be due and payable in addition to the invoice amount to the Agency. Interest penalties of less than one \$1 will not be enforced unless the Agency requests payment. Invoices which have to be returned to the Agency because of Agency preparation errors will result in a delay in the payment. The invoice payment requirements do not start until a properly completed invoice is provided to the Department.

A Vendor Ombudsman has been established within the Department of Financial Services. The duties of this individual include acting as an advocate for Agencies who may be experiencing problems in obtaining timely payment(s) from the Department. The Vendor Ombudsman may be contacted at 850-413-5516 or by calling the State Comptroller's Hotline, 877-693-5236.

**13.15 Reimbursement of Federal Funds:**

The Agency shall comply with all applicable federal guidelines, procedures, and regulations. If at any time a review conducted by FHWA reveals that the applicable federal guidelines, procedures, and regulations were not followed by the Agency and FHWA requires reimbursement of the funds, the Agency will be responsible for repayment to the Department of all funds awarded under the terms of this Agreement. Federal Economic Stimulus awards do not exempt the Agency from adherence to federal guidelines, procedures, and regulations.

STATE OF FLORIDA DEPARTMENT OF TRANSPORTATION  
**LOCAL AGENCY PROGRAM AGREEMENT**

525-010-40  
PRODUCTION SUPPORT  
02/09  
Page 13

IN WITNESS WHEREOF, the parties have caused these presents to be executed the day and year first above written.

AGENCY City of Riviera Beach

STATE OF FLORIDA DEPARTMENT OF TRANSPORTATION

BY: \_\_\_\_\_  
Name:  
Title:

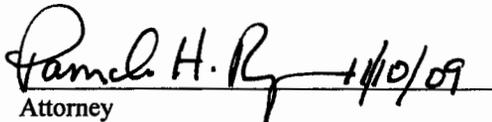
BY: \_\_\_\_\_  
Name: Gerry O'Reilly  
Title: Director of Transportation Development

Attest: \_\_\_\_\_  
Title:

Attest: \_\_\_\_\_  
Title:

REVIEWED AS TO LEGAL SUFFICIENCY

LEGAL REVIEW

  
Attorney

\_\_\_\_\_  
Office of the General Counsel

See attached Encumbrance Form for date of funding approval by Comptroller.

STATE OF FLORIDA DEPARTMENT OF TRANSPORTATION  
LOCAL AGENCY PROGRAM AGREEMENT

525-010-40  
PROJECT MANAGEMENT OFFICE  
06/06  
Page

FPN: 420325-1-38/58-  
01/02/03/04

**EXHIBIT "A"**  
**PROJECT DESCRIPTION AND RESPONSIBILITIES**

This exhibit forms an integral part of the Agreement between the state of Florida, Department of Transportation and

City of Riviera Beach

Dated:

**PROJECT LOCATION:** SR-A1A

The project  is on  is not on the National Highway System

The project  is on  is not on the State Highway System

**PROJECT DESCRIPTION:**

Resurfacing from Blue Heron Blvd. / US-1 to south of Burnt Bridge.

**SPECIAL CONSIDERATION BY THE AGENCY:**

The audit report(s) required in the Agreement shall include a Schedule of Project Assistance that will reflect the Department's contract number, the Financial Project Number (FPN), the Federal Authorization Number (FAN), where applicable, the amount of State funding action (receipt and disbursement of funds), any Federal or local funding action, and the funding action from any other source with respect to the project.

The Agency is required to provide a copy of the design plans for the Department's review and approval to coordinate permitting with the Department, and notify the Department prior to commencement of any right-of-way activities.

The Agency shall commence the projects activities subsequent to the execution of this Agreement and shall perform in accordance with the following schedule:

- a) N/A Study to be completed by N/A. (Phase 18 and 28 LAP Agreements)
- b) Design to be completed on or before N/A. (Phase 38 LAP Agreements)
- c) Right-of-Way requirements identified and provided to the Department by N/A. (All LAPS requiring RW) (District will handle all Right-of-Way activities on LAPS, the date would be set by the necessary time frame to complete RW activities)
- d) Right-of-Way to be Certified prior to advertising for Construction. (All Phase 58 LAPS).
- e) Construction contract to be let on or before 2/1/2010. (For Phase 58 LAPS) (This date would be prior to the end of the Fiscal Year that the Phase 58 is programmed in FM)
- f) Construction to be completed on or before 12/31/2011. (Phase 58 LAP Agreements)

If this schedule cannot be met, the Agency will notify the Department in writing with a revised schedule or the project is subject to the withdrawal of federal funding.

This project has state and federal funds for **Construction Only** in the year 2009 / 2010 in the amount of \$13,326,369.00. Upon execution of this agreement by all parties, the Department will provide to the Agency **ONE EXECUTED AGREEMENT** and a **NOTICE TO PROCEED**. The Agency should not start any construction prior to the **EXECUTED AGREEMENT** and a **NOTICE TO PROCEED**. The Agency will only be reimbursed for costs incurred after the executed agreement date and prior to the agreement or time extension (if required by a request for a time extension from the Agency) date. Any unused funds will be deleted by the Department and the Federal-Aid Office upon completion and final billing.

Upon completion of the project the Agency is required to complete and send the following:

1. The Final Inspection and Acceptance form (DOT Form # 525-010-42) signed and dated.
2. And a copy of the Material Testing Certification. This form is in the LAP manual - Chapter 23 - Pages 15 - 16.
3. A copy of the final plans signed and sealed.
4. A copy of the executed contract between the Agency and the contractor.

The Department may require an on site inspection with the Agency.

**SPECIAL CONSIDERATIONS BY DEPARTMENT:**

STATE OF FLORIDA DEPARTMENT OF TRANSPORTATION  
**LOCAL AGENCY PROGRAM AGREEMENT**

**EXHIBIT "B"**

**SCHEDULE OF FUNDING**

AGENCY NAME & BILLING ADDRESS City of Riviera Beach 600 West Blue Heron Blvd. Riviera Beach, Florida 33404	FPN: 420325-1-38/58-01/02/03/04
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**PROJECT DESCRIPTION**

Name: SR-A1A Length: 3.365 miles

Termini: From Blue Heron Blvd. / US-1 to south of Burnt Bridge

TYPE OF WORK By Fiscal Year	FUNDING		
	(1) TOTAL PROJECT FUNDS	(2) AGENCY FUNDS	(3) STATE & FEDERAL FUNDS
<b>Planning</b>			
2006-2007			
2007-2008			
2008-2009			
Total Planning Cost			
<b>Project Development &amp; Environment (PD&amp;E)</b>			
2006-2007			
2007-2008			
2008-2009			
Total PD&E Cost			
<b>Design</b>			
2006-2007			
2007-2008 LF	\$119,900.00	\$119,900.00	
2008-2009			
Total Design Cost	\$119,900.00	\$119,900.00	
<b>Right-of-Way</b>			
2006-2007			
2007-2008			
2008-2009			
Total Right-of-Way Cost			
<b>Construction</b>			
2009-2010 LF	\$379,200.00	\$379,200.00	
2009-2010 FSSU	\$3,500,000.00		\$3,500,000.00
2009-2010 HPP	\$1,793,123.00		\$1,793,123.00
2009-2010 S115	\$500,000.00		\$500,000.00
2009-2010 S117	\$491,964.00		\$491,964.00
2009-2010 SE	\$500,000.00		\$500,000.00
2009-2010 DDR	\$6,035,505.00		\$6,035,505.00
2009-2010 HPP	\$6,677.00		\$6,677.00
Total Construction Cost	\$13,206,469.00	\$379,200.00	\$12,827,269.00
<b>Construction Engineering and Inspection (CEI)</b>			
2006-2007			
2007-2008			
2008-2009			
Total CEI Cost			
Total Construction and CEI Costs	\$13,206,469.00	\$379,200.00	\$12,827,269.00
<b>TOTAL COST OF THE PROJECT</b>	<b>\$13,326,369.00</b>	<b>\$499,100.00</b>	<b>\$12,827,269.00</b>

The Department's fiscal year begins on July 1. For this project, funds are not projected to be available until after the 1st of July of each fiscal year. The Department will notify the Agency, in writing, when funds are available.

STATE OF FLORIDA DEPARTMENT OF TRANSPORTATION  
**LOCAL AGENCY PROGRAM AGREEMENT**

525-010-40  
PRODUCTION SUPPORT  
08/06  
Page

**EXHIBIT "1"**

**SINGLE AUDIT ACT**

**Federal Resources Awarded to the Recipient Pursuant to This Agreement Consist of the Following:**

**Federal Agency:** Federal Highway Administration

**CFDA #:** 20.205 Highway Planning and Construction

**Amount:** \$ 13,326,369.00

**ARRA Amount:** \$ 3,500,000.00

**Compliance Requirement:**

**Allowable Activities:** To be eligible, most projects must be located on public roads that are not functionally classified as local. The major exceptions are the Highway Bridge Replacement and Rehabilitation Program, which provides assistance for bridges on and off the federal-aid highways, highway safety activities, bicycle and pedestrian projects, transportation enhancement activities, the recreational trails program, and planning, research, development, and technology transfer. Proposed projects meeting these and other planning, design, environmental, safety, etc., requirements can be approved on the basis of state and local priorities within the limit of the funds apportioned or allocated to each state.

**Allowable Costs:** Eligible activities and allowable costs will be determined in accordance with Title 23 and Title 49 C.F.R. and the OMB cost principles applicable to the recipient/sub-recipient.

**Eligibility:** By law, the federal-aid highway program is a federally assisted state program that requires each state to have a suitably equipped and organized transportation department. Therefore, most projects are administered by or through State Departments of Transportation (State DOTs). Projects to be funded under the federal-aid highway program are generally selected by state DOTs or Metropolitan Planning Organizations (MPOs), in cooperation with appropriate local officials, as specified in 23 U.S.C. and implementing regulations. Territorial highway projects are funded in the same manner as other federal-aid highway projects, with the territorial transportation agency functioning in a manner similar to a state DOT. Most Federal Land Highway Program (FLHP) projects are administered by the Federal Highway Administration (FHWA) Office of Federal Lands Highway and its Divisions or by the various Florida Land Management Agencies (FLMAs). Under the FLHP, projects in the Indian Reservation Road (IRR) Program are selected by Tribal Governments and are approved by the Bureau of Indian Affairs (BIA) and the FHWA. Due to recent legislation, Tribal Governments meeting certain requirements may now administer various IRR projects on behalf of the BIA and FHWA. The Fish and Wildlife Service (FWS) and the National Park Service (NPS) select projects in the Refuge Road and Park Roads and Parkways Programs, respectively. For the Forest Highway Program, the Forest Service, the States and the FHWA jointly select projects.

**Compliance Requirements Applicable to the Federal Resources Awarded Pursuant to This Agreement Are As Follows:** The recipient of Local Agency Program (LAP) funding must comply with the statutory requirements in Sections 112.061, 215.422, 339.12, and 339.135, Florida Statutes, and Title 23 and Title 49, C.F.R.

**EXHIBIT "L"**

**LANDSCAPE MAINTENANCE AGREEMENT (LMA)**

**Paragraph 13.14** is expanded by the following:

The Department and the Agency agree as follows:

1. Until such time as the project is removed from the project highway pursuant to paragraphs 3 and 5 of this LMA, the Agency shall, at all times, maintain the project in a reasonable manner and with due care in accordance with all applicable Department guidelines, standards, and procedures hereinafter called "Project Standards." Specifically, the Agency agrees to:

- a) Properly water and fertilize all plants, keeping them as free as practicable from disease and harmful insects;
- b) Properly mulch plant beds;
- c) Keep the premises free of weeds;
- d) Mow and/or cut the grass to the proper length;
- e) Properly prune all plants which responsibility includes removing dead or diseased parts of plants and/or pruning such parts thereof which present a visual hazard for those using the roadway; and
- f) Remove or replace dead or diseased plants in their entirety, or remove or replace those plants that fall below original Project Standards.

The Agency agrees to repair, remove or replace at its own expense all or part of the project that falls below Project Standards caused by the Agency's failure to maintain the same in accordance with the provisions of this LMA. In the event any part or parts of the project, including plants, has to be removed and replaced for whatever reason, then they shall be replaced by parts of the same grade, size, and specification as provided in the original plans for the project. Furthermore, the Agency agrees to keep litter removed from the project highway.

2. Maintenance of the project shall be subject to periodic inspections by the Department. In the event that any of the aforementioned responsibilities are not carried out or are otherwise determined by the Department to not be in conformance with the applicable Project Standards, the Department, in addition to its right of termination under paragraph 4(a), may at its option perform any necessary maintenance without the need of any prior notice and charge the cost thereof to the Agency.

3. It is understood between the parties hereto that any portion of or the entire project may be removed, relocated or adjusted at any time in the future as determined to be necessary by the Department in order that the adjacent state road be widened, altered or otherwise changed to meet with the future criteria or planning of the Department. The Agency shall be given notice regarding such removal, relocation or adjustment and shall be allowed 60 days to remove all or part of the project at its own cost. The Agency will own that part of the project it removed. After the 60-day removal period, the Department will become the owner of the unresolved portion of the project, and the Department then may remove, relocate or adjust the project as it deems best, with the Agency being responsible for the cost incurred for the removal of the project.

4. This LMA may be terminated under any one of the following conditions:

- a) By the Department, if the Agency fails to perform its duties under this LMA following 15 days' written notice; or

**EXHIBIT "L" (continued)**

**LANDSCAPE MAINTENANCE AGREEMENT (LMA)**

b) By either party following 60-calendar days' written notice.

5. In the event this LMA is terminated in accordance with paragraph 4 hereof, the Agency shall have 60 days after the date upon which this LMA is effectively terminated to remove all or part of the remaining project at its own cost and expense. The Agency will own that part of the project it removed. After the 60-day removal period, the Department then may take any action with the project highway or all or part of the project it deems best, with the Agency being responsible for any removal costs incurred.

6. This LMA embodies the entire agreement and understanding between the parties hereto, and there are no other agreements or understandings, oral or written, with reference to the subject matter hereof that are not merged herein and superseded hereby.

7. This LMA may not be assigned or transferred by the Agency, in whole or in part, without consent of the Department.

8. This LMA shall be governed by and construed in accordance with the laws of the State of Florida.

9. All notices, demands, requests or other instruments shall be given by depositing the same in the U.S. mail, postage prepaid, registered or certified with return receipt requested:

a) If to the Department, addressed to:

Barbara Handrahan, Local Programs Administrator  
Florida Department of Transportation  
Program Management Office  
3400 West Commercial Boulevard  
Ft. Lauderdale, Florida 33309-3421

or at such other address as the Department may from time to time designate by written notice to the Agency; and

b) If to the Agency, addressed to:

Mary McKinney  
City of Riviera Beach  
600 West Blue Heron Boulevard  
Riviera Beach, Florida 33404

or at such other address as the Agency may from time to time designate by written notice to the Department.

10. This LMA, if attached as an exhibit to the Agreement, forms an integral part of the Agreement between the parties dated \_\_\_\_\_.

All time limits provided hereunder shall run from the date of receipt of all such notices, demands, requests, and other instruments.

**EXHIBIT "RL"**

**ROADWAY LIGHTING MAINTENANCE AGREEMENT (RLMA)**

**Paragraph 13.14** is expanded by the following:

1. a) The Agency shall, at its sole cost and expense, maintain the existing or about to be installed roadway lighting system throughout its expected useful life unless and until this exhibit is superseded by a State Highway Maintenance and Compensation Agreement.

b) In maintaining the roadway lighting system, the Agency shall perform all activities necessary to keep the roadway lighting system fully and properly functioning, with a minimum of 90% lights burning for any lighting type (e.g., high mast, standard, under deck, sign) or roadway system at all times for their normal expected useful life in accordance with the original design thereof, whether necessitated by normal wear and tear, accidental or intentional damage or acts of nature. Said maintenance shall include, but not limited to, providing electrical power and paying all charges associated therewith, routine inspection and testing, preventative maintenance, emergency maintenance, replacement of any component parts of the facilities (including the poles and any and all other component parts installed as part of the facilities), and the locating (both vertically and horizontally) of the facilities as may be necessary.

c) All maintenance shall be in accordance with the provisions of the following:

(1) Manual of Uniform Traffic Control Devices (MUTCD); and

(2) All other applicable local, state or federal laws, rules, resolutions or ordinances and Department procedures.

2. Record Keeping

The Agency shall keep records of all activities performed pursuant to this RLMA. The records shall be kept in such format as is approved by the Department.

3. Default

In the event that the Agency breaches any of the provisions above, then in addition to any other remedies which are otherwise provided for in this Agreement, the Department may exercise one or more of the following options, provided that at no time shall the Department be entitled to receive double recovery of damages:

a) Pursue a claim for damages suffered by the Department or the public.

b) Pursue any other remedies legally available.

c) As to any work not performed by the Agency, perform any work with its own forces or through contractors and seek reimbursement for the cost thereof from the Agency, if the Agency fails to cure the non-performance within 14 calendar days after written notice from the Department; however, that advance notice and cure shall not be preconditions in the event of an emergency.

**EXHIBIT "RL" (continued)**

**ROADWAY LIGHTNING MAINTENANCE AGREEMENT (RLMA)**

**4. Force Majeure**

Neither the Agency nor the Department shall be liable to the other for any failure to perform under this exhibit to the extent such performance is prevented by an act of God, war, riots, natural catastrophe or other event beyond the control of the non-performing party and which could not have been avoided or overcome by the exercise of due diligence, provided the party claiming the excuse from performance has:

- a) Promptly notified the other party of the occurrence and its estimate duration,
- b) Promptly remedied or mitigated the effect of the occurrence to the extent possible, and
- c) Resumed performance as soon as possible.

**5. Miscellaneous**

a) The parties understand and agree that the Department has manuals and written policies and procedures which shall be applicable at the time of the project and the relocation of the facilities and except that the Agency and the Department may have entered into joint agreements for utility work to be performed by a contractor. To the extent that such a joint agreement exists, this exhibit shall not apply to facilities covered by the joint agreement. Copies of Department manuals, policies, and procedures will be provided to the Agency upon request.

- b) Time is of the essence in the performance of all obligations under this RLMA.

**EXHIBIT "S"**

**2009 AMERICAN RECOVERY AND REINVESTMENT ACT (ARRA)  
JOB REPORTING**

FPN: 420325-1-38/58-01/02/03/04

This exhibit forms an integral part of the Agreement between the State of Florida, Department of Transportation (Department) and

City of Riviera Beach

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Dated \_\_\_\_\_

**SPECIAL CONSIDERATIONS BY AGENCY:**

**Compliance with the 2009 American Recovery and Reinvestment Act (ARRA)**

This project is subject to the criteria and conditions of the 2009 American Recovery and Reinvestment Act (ARRA). The Agency will satisfy the Federal reporting requirements for the project(s), such as the monthly employment report, for both the Contractor and Subcontractor. The Agency will provide the required information on form(s) provided by the Department in the timeframe indicated in the instructions. The Agency will ensure that the reporting requirements are included in all ARRA contracts and subcontracts.

The Agency will withhold the Contractor's progress payments, project acceptance, and final payment for failure to comply with the requirements of the 2009 ARRA.

**Authority of the U.S. Comptroller General**

Section 902 of the 2009 ARRA provides the U.S. Comptroller General and his representatives the authority:

1. To examine any records of the Contractor or any of its Subcontractors, or any State or Local Agency administering such contract, that directly pertain to, and involve transactions relating to, the contract or subcontract; and
2. To interview any officer or employee of the Contractor or any of its Subcontractors, or of any State or Local Agency administering the contract, regarding such transactions.

Accordingly, the U.S. Comptroller General and his representatives shall have the authority and rights as provided under Section 902 of the 2009 ARRA with respect to this contract, which is funded with funds made available under the 2009 ARRA. Section 902 further states that nothing in this Section shall be interpreted to limit or restrict, in any way, any existing authority of the U.S. Comptroller General.

**Authority of the U.S. Inspector General**

Section 1515(a) of the 2009 ARRA provides authority for any representatives of the Inspector General to examine any records or interview any employee or officers working on this contract. The Contractor is advised that representatives of the U.S. Inspector General have the authority to examine any record and interview any employee or officer of the Contractor, its Subcontractors or other firms working on this contract. Section 1515(b) further provides that nothing in this Section shall be interpreted to limit or restrict, in any way, any existing authority of the Inspector General.

**EXHIBIT "T"**

**TRAFFIC SIGNAL MAINTENANCE AGREEMENT (TSMA)**

**Paragraph 13.14** is expanded by the following:

The parties mutually agree and covenant as follows:

1. When the District Traffic Operations Engineer of the Department has served a request order on the Agency, and the designated officer of the Agency has favorably acknowledged the request order, the Agency shall undertake the responsibilities to maintain and operate existing or new traffic signals and signal systems mentioned in the request order.
2. The proposed functional design and operation of new traffic signals and signal systems shall be reviewed by the Agency in conjunction with the Department prior to installation. Such design and operation will be as energy efficient as possible.
3. The installation of signals or signal systems shall not endanger highway travel and shall be conducted in accordance with Part VI of the Manual on Uniform Traffic Control Devices (MUTCD), as amended, and with all applicable Department standards, specifications and plans governing traffic control for street and highway construction and maintenance.
4. The Agency shall be responsible for the maintenance and continuous operation of the traffic signals and signal systems (central computer, cameras, message signs, and communications interconnect), school zone traffic control devices, intersection flashing beacons, illuminated street sign names, and the payment of electricity and electrical charges incurred in connection with the operation of such traffic signals and signal systems upon completion of their installation. In the case of construction contracts, the Agency shall be responsible for the payment of electricity and electrical charges incurred in connection with the operation of the traffic signals and signal systems, and shall undertake the maintenance and continuous operation of said traffic signals and signal systems upon final acceptance of the installation by the Department. Repair or replacement and other responsibilities of the installation contractor and the Department, during the burn-in period between conditional and final acceptance, are contained in the most recent Department's Standard Specifications for Road and Bridge Construction.
5. The Agency shall maintain and operate the traffic signals and signal systems in a manner that will ensure safe and efficient movement of highway traffic and that agree with maintenance practices prescribed by the International Municipal Signal Association (IMSA) and operational requirements of the MUTCD, as amended. The Agency's maintenance responsibilities shall include, but not be limited to, preventive maintenance (periodic inspection, service, and routine repairs), and emergency maintenance (troubleshooting in the event of equipment malfunction, failure or damage). The Agency shall record its maintenance activities in a traffic signal maintenance log which shall contain, as a minimum, traffic signal log details recommended by the IMSA.
6. The Agency may remove any component of the installed equipment for repair; however, it shall not make any permanent modifications and/or equipment replacements unless the equipment provided is the same age or newer and is capable of performing the same functions. The Department shall not make any modifications and/or equipment replacements without prior written notice to the Agency.
7. The Agency shall set and maintain the timing and phasing of the traffic signals in accordance with the Department's timing and phasing plans, specifications or special provisions. The Agency may make modifications in phasing of traffic signals and signal systems to accommodate changing needs of traffic provided prior written approval is obtained from the Department. Department approval shall be contingent upon an engineering report prepared by or for the Agency in accordance with Section 1A.09, "Engineering Study and Engineering Judgment", of the MUTCD recommending such changes and signed and sealed by a qualified Professional Engineer licensed in the State of Florida. The Agency may make changes in the signal timing provided these changes are made under the direction of a qualified Professional Engineer. The Agency shall send a signed and sealed copy of the timings to the Department immediately after installation. The Department reserves the right to examine equipment, timing, and phasing at any time and, after consultation with the Agency, may specify modifications. If the Department specifies modification in timing and/or phasing, implementation of such modifications shall be coordinated with, or made by the Agency.

**EXHIBIT "T" (continued)**

**TRAFFIC SIGNAL MAINTENANCE AGREEMENT (TSMA)**

8. The Agency shall note in the maintenance log any timing and/or phasing changes and keep a copy of the timings and any approval documentation in a file.

9. The Agency may enter into agreements with other parties pertaining to traffic signals and signal systems including, but not limited to, agreements relating to costs and expenses incurred in connection with the operation of traffic signals and signal systems on the State Highway System provided that such agreements are consistent with the mutual covenants contained in this TSMA. The Agency shall furnish a copy of such agreements to the Department.

10. This TSMA shall remain in force during the life of the originally installed equipment and/or the life of any replacement equipment installed with the mutual consent of the parties hereto until superseded by a Traffic Signal Maintenance and Compensation Agreement between the Department and the Agency.

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**EXHIBIT "X"**

**PROJECT ESTIMATE AND DISBURSEMENT SCHEDULE**

FPN: 420325-1-38/58/01/02/03/04

This exhibit forms an integral part of the Agreement between the State of Florida, Department of Transportation (Department) and  
City of Riviera Beach

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Dated \_\_\_\_\_

**SPECIAL CONSIDERATIONS BY AGENCY:**

The following paragraph replaces Section 4.00 Project Estimate and Disbursement Schedule of the Local Agency Program Agreement executed between the Department and  
City of Riviera Beach

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Dated \_\_\_\_\_

Prior to the execution of this Agreement, a project schedule of funding shall be prepared by the Agency and approved by the Department. The Agency shall maintain said schedule of funding, carry out the project, and shall incur obligations against and make disbursements of project funds only in conformity with the latest approved schedule of funding for the project. The schedule of funding may be revised by execution of a LAP Supplemental Agreement between the Department and the Agency. The Agency acknowledges and agrees that funding for this project may be reduced upon determination of the award amount and execution of a LAP Supplemental Agreement. If a LAP Supplemental Agreement is executed, copies should be forwarded to the Department's Office of Comptroller and Federal-Aid Management Office.

STATE OF FLORIDA DEPARTMENT OF TRANSPORTATION  
 FEDERAL-AID PROJECT FUNDING REQUEST

525-010-30  
 CONSTRUCTION  
 08/00  
 Page 1 of 2

DATE 9/18/09

AGENCY City of Riviera Beach FEDERAL-AID PROJECT NUMBER SFTL 173R/S104 002R/S137 003R/ARRA 027B

FIN NUMBER 420325-1-38/58-01/02/03/04 STATE JOB NUMBER \_\_\_\_\_ TIP PAGE NUMBER \_\_\_\_\_

PROJECT TITLE: SR-A1A

PROJECT TERMINI FROM: From Blue Heron Blvd./US-1 to south of Burnt Bridge

WORK PHASE:  PLANNING  ENVIRONMENTAL  DESIGN  CONSTRUCTION  RIGHT OF WAY

AWARD TYPE:  LOCAL  LOCAL FORCES

ENVIRONMENTAL DOCUMENT: Mark the type of environmental document prepared, indicate the approval date, and the most recent reevaluation date.

EIS approved on: \_\_\_\_\_, and reevaluated on: \_\_\_\_\_

EA /FONSI approved on: \_\_\_\_\_, and reevaluated on: \_\_\_\_\_

Categorical Exclusion:

Programmatic Categorical Exclusion determination on: 9/29/09

Type I Categorical Exclusion determination on: \_\_\_\_\_

Type II Categorical Exclusion determination on: \_\_\_\_\_

Categorical Exclusion Reevaluation on: \_\_\_\_\_

PHASE	TOTAL ESTIMATED COST (nearest Dollar)	LOCAL AGENCY FUNDS (nearest Dollar)	STATE FUNDING (nearest Dollar)	FEDERAL FUNDS (nearest Dollar)	PERCENT FEDERAL FUNDS	OBLIGATION DATE Month / Year.
PLANNING						
PD&E						
DESIGN	\$119,900.00	\$119,900.00				
R/W						
CONST.	\$13,206,469.00	\$379,200.00	\$6,035,505.00	\$6,791,764.00	51.42	
TOTAL	\$13,326,369.00	\$499,100.00	\$6,035,505.00	\$6,791,764.00	50.96	

DESCRIPTION OF EXISTING FACILITY (Existing Design and Present Condition)

Roadway Width: Varies 44' to 48' for 4 lanes and 24' for 2 lanes Number of Lanes Varies 2 lanes to 4 lanes

Bridge Number(s) on Project 930269

DESCRIPTION OF PROPOSED WORK  New Construction  3-R  Enhancement  Congestion Mitigation

Roadway Width Varies 44' to 48' for 4 lanes and 24' for 2 lanes Number of Lanes Varies 2 lanes to 4 lanes

Bridge Numbers(s) on Project 930269

LOCAL AGENCY CONTACT PERSON

Mary McKinney

TITLE:

Director of Community Development

MAILING ADDRESS:

600 West Blue Heron Blvd.

PHONE:

561-845-4060

AGENCY

City of Riviera Beach

ZIP CODE:

33404

LOCATION AND DESIGN APPROVAL:

BY: [Signature]  
 Approving Authority

TITLE: Director of Community Development DATE: 11-9-09

AGENCY: City of Riviera Beach	PROJECT TITLE: SR-A1A	DATE: 3/23/09
----------------------------------	--------------------------	------------------

ENVIRONMENTAL COMMITMENTS AND CONSIDERATIONS:

It has been determined that there are no environmental issues with the project

RIGHT OF WAY AND RELOCATION:

There was no right-of-way acquisition associated with this project.

THIS PROJECT HAS BEEN REVIEWED BY THE LEGISLATIVE BODY OF THE ADMINISTRATION AGENCY OR AGENCIES, OR IT'S DESIGNEE, AND IS NOT INCONSISTANT WITH THE AGENCY'S COMPREHENSIVE PLAN FOR COMMUNITY DEVELOPMENT.

AGENCY: \_\_\_\_\_

DATE: \_\_\_\_\_

By: \_\_\_\_\_  
(Mayor / Chairman)

STATE OF FLORIDA DEPARTMENT OF TRANSPORTATION  
**LAP CERTIFICATION**

575-095-05  
RIGHT OF WAY  
09/07

RW ITEM/SEGMENT NO.: 420325-1-58-01 MANAGING DISTRICT: \_\_\_\_\_  
CONSTRUCTION ITEM/SEGMENT NO.: \_\_\_\_\_ STATE ROAD: A1A  
F.A.P. NO. (Construction): \_\_\_\_\_ DESCRIPTION: U.S. 1 to South of  
COUNTY: Palm Beach Burnt Bridge  
LETTING DATE: October 2009

The undersigned hereby certifies as follows:

Title to all property and easements needed for the above construction project is vested in the Florida Department of Transportation (Department) or a state or local government. Sufficient authority has been obtained to construct and maintain the proposed improvements on property and easements owned by state or local governments. Further:

**Acquisition**

- Right of way was not acquired for this project.  
 Right of way was acquired for this project in compliance with applicable state and federal law.

**Relocation**

- No persons or businesses were required to move or move personal property from the project right of way.  
 All persons and businesses that were required to move or move personal property from the project right of way have been provided relocation assistance in compliance with applicable state and federal law.

**Demolition**

- No structures or improvements, including encroachments, required removal from the project right of way.  
 All structures and/or improvements, including encroachments, have been removed from the project right of way in compliance with applicable state and federal law, or will be included in the construction contract.

**Asbestos Abatement**

- No structures or improvements requiring asbestos abatement were located on the project right of way.  
 Asbestos abatement of buildings and/or structures, including those to be removed by the construction contractor, has been completed in compliance with applicable state and federal law, or will be included in the construction contract.

Submitted by Local Agency:

[Signature]  
Title: Director of Community Development Date: 1-14-09

Certified by:

5-20-09 V.N.  
[Signature]  
Cheryl A. Balogh, District Right of Way Manager

Date: 5/20/09

**ADDITIONAL STATEMENT – Local Agency Program**

**No Additional Right of Way Required**

RW ITEM/SEGMENT NO.: 420325-1-58-01

STATE ROAD: A1A

CONST. ITEM SEGMENT NO.: \_\_\_\_\_

DESCRIPTION: U.S. 1 TO SOUTH OF

F.A.P. NO.: \_\_\_\_\_

BURNT BRIDGE

PREFERRED LETTING DATE: JUNE 2009

LOCAL AGENCY: CITY OF RIVIERA BEACH

The following interests in land (Right of Way) will NOT be required for the construction of this project.

- Fee Title – land on which a permanent improvement is to be placed and maintained.
- Perpetual Easement – maybe used when permanent improvement is to be constructed and maintained on a parcel for which acquisition of fee title is impractical.
- Temporary Easement – used when it is necessary to temporarily occupy a parcel. No improvement which is a permanent part of the transportation facility or which requires maintenance beyond the term of the easement will be constructed on the temporary easement.

The right of way maps/sketches have been compared to the construction plans and the right of way, as shown, and will accommodate the planned construction. The construction activities will be performed in the existing right of way. The contractor will not be required to temporarily enter upon property not owned by STATE OF FLORIDA OR CITY OF RIVIERA BEACH for the purpose of restoration and harmonization.

JMK  
SIGNATURE

6-18-08  
DATE

MARY MCKINNEY  
NAME (Printed)

Title: DIRECTOR OF COMMUNITY DEVELOPMENT

Agency: CITY OF RIVIERA BEACH

3-25-08 10:00 AM

**LOCAL AGENCY PROGRAM (LAP)  
TYPE 1 OR PROGRAMMATIC CATEGORICAL EXCLUSION CHECKLIST**

Financial Project ID: 420325-1-58-01  
State Road No.: SR A1A (East Blue Heron Boulevard and North Ocean Drive)  
Federal Project ID: S104-002-R, S137-003-R, SFTL-173-R and ARRA-027-B  
County: Palm Beach (93080)

Project Description: SR A1A from U.S. 1 (SR 5/Broadway Avenue) to south of the Burnt Bridge (on Singer Island), excluding the Jerry Thomas Memorial Bridge, the Tidal Relief Canal Bridge and the East Blue Heron Boulevard connecting roadway section between the bridges.

Work consists of: Resurfacing, restoration and rehabilitation (3R), including milling and resurfacing of existing pavement, widening with new shoulders and turn lanes, curbing, drainage improvements (swales, inlets and piping), sidewalks, crosswalks, striping and signing, lighting, and landscape/streetscape enhancements.

Defined as a: Programmatic Categorical Exclusion, per action numbers: 1, 2, 4, 5, 7, 10, 16, 17 and 22.

**IMPORTANT** If the answer to any of these questions is No, then a Type I or Programmatic Categorical Exclusion does not apply and further coordination with FDOT is required to determine the necessary level of environmental documentation.

YES NO

- X    \_\_\_    Are the impacts to local traffic patterns, property access, community cohesiveness, planned community growth of land use patterns not adverse?
- X    \_\_\_    Are all air, noise, and water quality impacts negligible or non-existent?
- X    \_\_\_    Can the project proceed without a U.S. Coast Guard Permit?
- X    \_\_\_    Are any or all flood plain encroachments not significant in accordance with Part 2, Chapter 24?
- X    \_\_\_    Will endangered and threatened species and their critical habitats remain unaffected?
- X    \_\_\_    Is there no right-of-way or an insignificant amount of right-of-way required for the project?
- X    \_\_\_    Are the residential or business relocations for the project not significant?

- \_\_\_ Is Section 4(f) not applicable to the project?
- \_\_\_ Have properties protected under Section 106 which are taken, used or in close proximity to the project been identified and if applicable reviewed by SHPO, and has a determination of "No Effect" or "No Adverse Effect" been given?
- \_\_\_ Is the Contamination involvement not significant?
- \_\_\_ The project does not require a public hearing or an opportunity for a public hearing?

**FINDING:**

This project has been evaluated, and has been determined to meet the conditions as set forth in the PD&E Manual, Part 1, Chapter 3; therefore:

- \_\_\_ This project is a Programmatic Categorical Exclusion per FHWA (Federal Highway Administration), Federal Transit Authority (FTA), and Florida Department of Transportation (FDOT) Agency Operating Agreement executed on January 15, 2003.
- \_\_\_  This project is a Type I Categorical Exclusion under (23 CFR 771.117(e)) effective November 27, 1987.

Package prepared by: Jennifer Mathis  
 Jordan, Jones and Goulding, Inc.  
 9101 Southern Pine Boulevard, Suite 160  
 Charlotte, NC 28273

LAP Reviewer: *[Signature]* Date: 9-23-09  
 Name: Mary McKinney, AICP  
 Company: City of Riviera Beach  
 Address: 600 West Blue Heron Boulevard, Riviera Beach, FL 33404

FDOT Approval: *Barbara Handwerker* Date: 9/29/09  
 District 4 LAP Administrator

FDOT Concurrence: *Ann Broadwell* Date: 9-29-09  
 District 4 Environmental Administrator

**September 2009**

## **Programmatic Categorical Exclusion**

*The Proposed Rehabilitation, Restoration and Resurfacing (3R) with Landscape/Streetscape Enhancements of SR A1A (East Blue Heron Boulevard and North Ocean Drive)*

Financial Project ID: 420325-1-58-01

Federal Aid Project Numbers: S104-002-R, S137-003-R, SFTL-173-R and ARRA-027-B

Prepared for:

City of Riviera Beach and Florida Department of Transportation

Working to better our communities & environment





## Table of Contents

- I. Programmatic Categorical Exclusion
- II. Memorandum

### Figures

Figure 1 – Project Location Map

Figure 1A – Floodplain Location Map

Figure 2 – Critical Habitat Map

Figure 3 - Location of Johnson's seagrass in the vicinity of the proposed reconfigured stormwater outfall along the SR A1A corridor

Figure 4 - Location of Johnson's seagrass in the vicinity of the SR A1A existing stormwater outfall sites

### Tables

Table 1 - EDR Sites/Facilities Identified within a 1 mile radius of the SR A1A Project Limits

### Appendices

Appendix A – Ecology Assessment

Appendix B – Correspondence

Appendix C – Cultural Resources Assessment Survey & Addendum

Appendix D – EDR Report & Data Map

Appendix E – Public Involvement



## MEMORANDUM

**Date:** September 22, 2009

**To:** Barbara Handrahan – Local Agency Program Administrator

**From:** Jennifer Mathis – Jordan, Jones & Goulding, Inc.

**Copies:** Ann Broadwell, Central File, Reading File

**Subject:** **Programmatic Categorical Exclusion Memorandum**  
SR A1A (East Blue Heron Boulevard and North Ocean Drive) - Rehabilitation, Restoration and Resurfacing (3R) with Landscape/Streetscape Enhancements  
Financial Project ID: 420325-1-58-01  
Federal Aid Project Numbers: S104-002-R, S137-003-R, SFTL-173-R and ARRA-027-B  
County / Section: Palm Beach (93080)  
Limits: US 1 (SR 5/Broadway Avenue) to south of the Burnt Bridge (on Singer Island)

The Class of Action for this project is a Programmatic Categorical Exclusion, per Federal Highway Administration (FHWA), Federal Transit Authority (FTA), and Florida Department of Transportation (FDOT) Agency Operating Agreement executed on January 15, 2003.

The project is approximately 2.85 miles in length and involves resurfacing, restoration and rehabilitation of the existing 5-lane urban and 3-lane rural typical sections of SR A1A (East Blue Heron Boulevard and North Ocean Drive) from US 1 (SR 5/Broadway Avenue) to just south of Burnt Bridge (see **Figure 1, Project Location Map**). The proposed improvements have been excluded for the Jerry Thomas Memorial Bridge, Little Blue Heron Bridge and the connecting roadway section of East Blue Heron Boulevard between the two bridges. The proposed improvements consist of milling and resurfacing of existing pavement, widening with new shoulders and turn lanes in various locations, curbing, drainage (swales, inlets and culverts), sidewalks, crosswalks, striping and signing, lighting, and landscape/streetscape enhancements. In addition, the project proposes to replace the existing cobra head light fixtures with Vertex "custom design" light fixtures along the entire SR A1A corridor from US 1 to just south of Burnt Bridge. This will include the replacement of lighting on the Jerry Thomas Memorial Bridge, Little Blue Heron Bridge and the roadway section in between the two bridges. The acquisition of right-of-way is not anticipated as a result of these improvements.

**Local Traffic Patterns**

The project improvements/upgrades will have a positive impact on local traffic patterns and circulation for vehicles, bicyclists and pedestrians travelling through the corridor. Overall operation and safety will be significantly improved with the addition of shoulders, turn lanes, curbing and sidewalks as well as by eliminating deficiencies, improving roadway grading/drainage and providing a new pavement surface with new striping and signing.

*Maintenance of Traffic (MOT)* – MOT plans have been developed and reviewed as part of the project design effort. Temporary lane shifts and closures will likely need to take place along both directions of travel. Accordingly, a “motorist awareness system” will be utilized during lane shifts and closures to minimize short-term impacts to local traffic patterns.

**Property Access and Right-of-Way Acquisition**

No adverse effects to property access are expected as a result of project implementation. No additional right-of-way will be purchased for the proposed project improvements. The contract documents will contain provisions requiring that adequate points of access to all developed residential, commercial, and park properties be maintained at all times during project construction.

**Community Services**

No impacts to community service establishments located along corridor are anticipated. The City of Riviera Beach Fire Station No. 3, located at 500 North Ocean Drive, was identified within the project limits. However, impact to the fire station property is not anticipated. Access to SR A1A for community service establishments will be maintained at all times during project construction. To ensure this, contract documents will also contain provisions requiring that adequate points of access to all community service establishments be maintained during construction.

**Community Cohesiveness**

The project corridor is located entirely within the City of Riviera Beach and its community character will be improved with the addition of landscaping and streetscaping amenities. Circulation for vehicles, bicyclists and pedestrians will also be improved although there may be minor temporary impacts during construction. These temporary impacts could include but are not limited to traffic congestion due to project construction and temporary closure of existing sidewalks due to sidewalk reconstruction. However, these impacts are considered temporary and would improve the project corridor once construction is complete.

**Planned Community Growth / Land Use Patterns**

No impacts to planned community growth or land uses patterns are anticipated since there will be no change to the corridor in its ability to meet transportation demand for all modes of travel.

**Air Quality and Noise**

No long-term air quality or noise impacts are expected as a result of the project, since no auxiliary lanes are being constructed; therefore, the project is not a capacity improvement. The project is located in an area which is designated as being in attainment for all of the National Ambient Air Quality Standards under the criteria provided in the Clean Air Act. Therefore, the Clean Air Act conformity requirements do not apply to the project. The proposed project does not involve construction of additional travel lanes; therefore, no noise impacts are expected as per 23 CFR 772, and a noise study is not required.

**Water Quality and Wetlands**

There is an existing area of mangrove/spartina wetlands located outside of the existing right-of-way along the Lake Worth Lagoon shoreline on the west side of the SR A1A corridor from north of Pine Point Road to just south of the Burnt Bridge. This is the area where the City of Riviera Beach oversaw

Programmatic Categorical Exclusion Memorandum  
SR A1A Improvements

the removal of invasive exotic vegetation outside of the existing SR A1A right-of-way. In addition, field surveys of the project area just south of Burnt Bridge (in the vicinity of John D. MacArthur Beach State Park) also identified mangrove swamp/forest that were trimmed and cleared outside of the existing right-of-way along the eastern side of SR A1A. Although wetlands occur adjacent to the project corridor at a number of locations, no wetlands occur within the existing SR A1A right-of-way. No additional right-of-way will be acquired as a result of the proposed project.

There will be approximately 200 linear feet of lagoon bottom dredging and placement of 16 cubic feet of rubble rip rap for maintenance of existing outfall structures in the Lake Worth Lagoon. A Section 404 Nationwide Permit (NWP) Number 3 from the US Army Corps of Engineers is required for this impact and was obtained September 11, 2009 (see **Appendix B, Correspondence**). Indirect turbidity and sedimentation effects to adjacent wetlands during construction will be avoided by the use of best management practices to contain and treat any project stormwater runoff. During construction, any potential impacts to water quality will be mitigated by implementing and maintaining an engineered Stormwater Pollution Prevention Plan (SWPPP). The SWPPP has been included as part of the construction plans of the project.

**Navigable Waterways / US Coast Guard Permitting**

The only navigable waterway adjacent to the project is located along East Blue Heron Boulevard where the Jerry Thomas Memorial Bridge and the Tidal Relief Canal Bridge cross the intracoastal waterway channel. No impacts are anticipated since there will be no physical change to the geometry of the bridges or need to access the corridor from the waterway during construction. Therefore, no US Coast Guard Permit will be required for this project.

**Floodplain Encroachment**

The existing road right-of-way is located within two floodplain zones, the 100-year floodplain and 500-year floodplain, and will remain horizontally unchanged (see **Figure 1A – Floodplain Location Map**). Minor vertical elevation adjustments on the order of magnitude of inches will be implemented to improve ridability, enhance drainage capability and eliminate localized runoff accumulation (puddling).

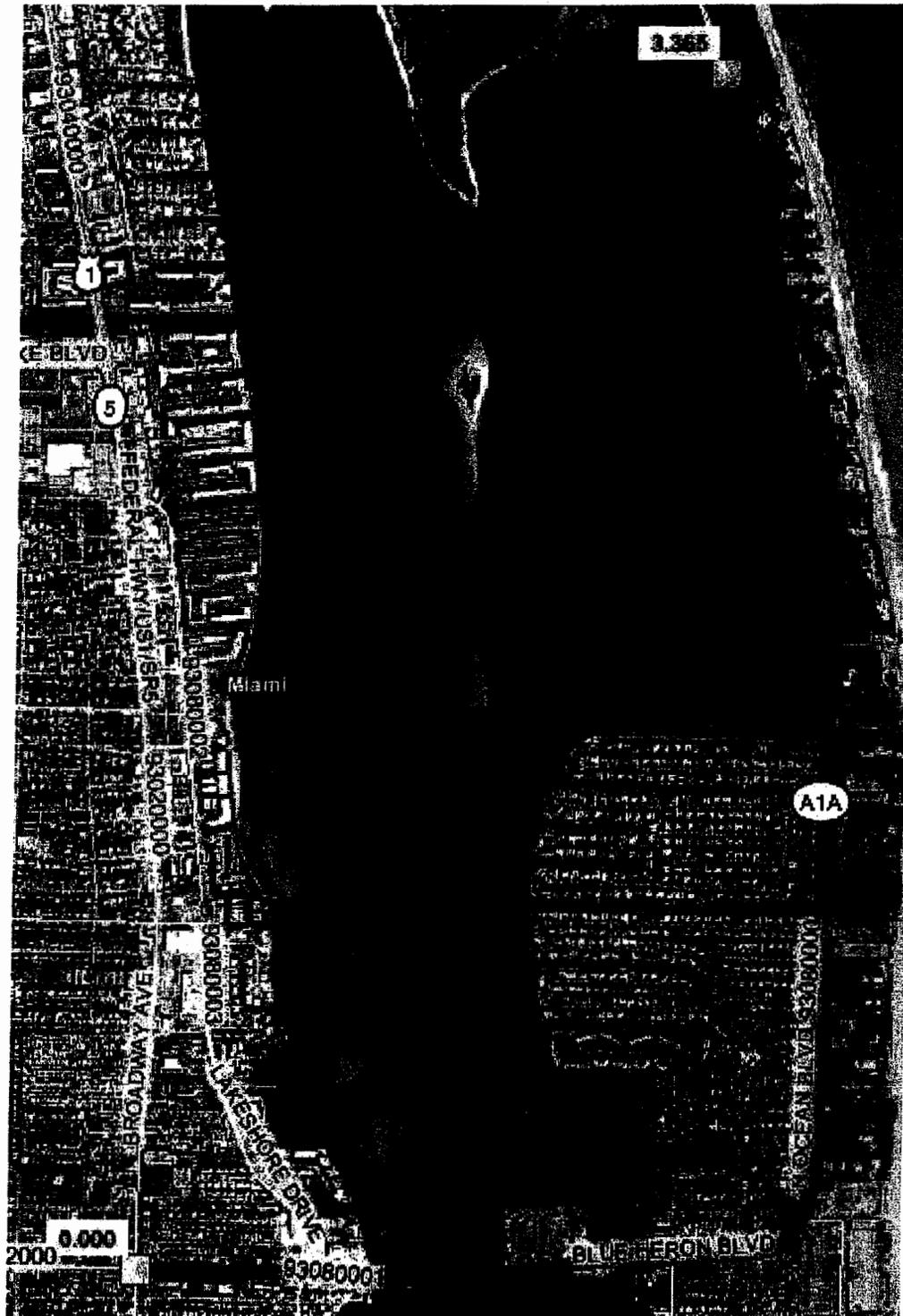
The modifications to drainage structures included in this project will result in an insignificant change in their capacity to carry floodwater. This change will cause minimal increases in flood heights and flood limits. These minimal increases will not result in any significant adverse impacts on the natural and beneficial floodplain values or any significant change in flood risks or damage. There will not be a significant change in the potential for interruption or termination of emergency service or emergency evacuation routes. Therefore, it has been determined that this encroachment is not significant.

**Threatened and Endangered Species / Other Wildlife and Critical Habitat**

The U.S. Fish and Wildlife Service (USFWS) lists 30 threatened, endangered or candidate plant and wildlife species as presently or historically occurring in Palm Beach County (see **Appendix A, Ecology Assessment**). Many of these species are considered to have extremely small likelihoods of occurrence within the SR A1A project corridor due to: 1) the species distributions being geographically limited to parts of the county not close to the SR A1A project corridor, 2) the species being restricted to habitat types that do not occur in the project corridor, and 3) the species having transient or such old records within the county that the likelihood of a present-day occurrences are extremely small. Although the project occurs within the USFWS consultation area for the Florida scrub jay (*Aphelocoma coerulescens*), no scrub jay habitat occurs within or immediately adjacent to the SR A1A corridor. No designated critical habitats occur within or close to the project area. No federally- threatened, endangered or candidate wildlife species were observed during field surveys of the project area.

FPID 420325.1

93080000 - SR A1A from Blue Heron blvd /US 1 (MP 0.000) to South of Burnt Bridge (MP 3.365)



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

MEETING DATE: November 18, 2009

AGENDA ITEM SUMMARY NO. I-09-112-3

- 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 the City Council committing to control the timing of decorative lighting on Blue Heron Bridge pillars during sea turtle nesting season.

**RECOMMENDATION / MOTION:** Motion to approve the resolution.

♦ City Attorney <i>PHR 11/10/09</i>	Library
♦ City Clerk <i>CF</i>	Marina
Community Development	Police
♦ Finance <i>11-10-09</i>	Public Works
Fire	Purchasing
Human Resources	Recreation & Parks
♦ Assistant City Manager	CRA <i>FC</i>

APPROVED BY CITY MANAGER: *Paul C. Jones*

DATE: 11-12-09

<b>Originating Dept.</b> Community Development <i>Sall</i>	<b>Costs:</b> None at this time  <b>Current FY:</b> <u>2009-2010</u>  <b>Funding Source:</b> <input type="checkbox"/> Capital Improvement <input type="checkbox"/> Operating <input type="checkbox"/> Other:  <b>Budget Account Number:</b>	<b>City Council Actions:</b> <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 _____  <b>Attachments:</b> 1. Resolution 2. decorative light sample photos
<b>Advertised:</b> Date: Paper: <input checked="" type="checkbox"/> Not Required		
<b>Affected Parties</b> <input type="checkbox"/> Notified <input checked="" type="checkbox"/> Not Required		

**SUMMARY:** The Blue Heron Boulevard/SR AIA project is in the final stages of permitting. One of the features of the project is colored decorative lights that illuminate the pillars under the Blue Heron Bridge (see attached Blue Heron Bridge example). The lights cast a soft decorative glow on the pillars. The City will be able to change the colors of the lights depending on the holiday season, such as red and green at Christmas; red, white and blue during the 4<sup>th</sup> of July, etc. The lights are on an electronic timer.

During the permitting phase of the project, both the staff at the South Florida Water Management District (SFWMD) and the and the Florida Fish and Wildlife Commission (FWC) have expressed discomfort with issuing a permit for the under bridge glow lighting due to the possibility that turtles may become disoriented by additional lighting during sea turtle nesting season (March 1 to October 31). City staff has had dialogue with both these agencies and has reiterated the measures that the City is taking to protect the turtles, such as raising the height of the municipal beach dune and installing native landscaping on the dune to block light from reaching the beach; coordinating with Catalfumo regarding the use of turtle friendly lighting that will be installed on Ocean Avenue and in the Ocean Mall parking lot and replacing all of the unshielded cobra head lights on SR AIA and the Blue Heron Bridge to louvered decorative lights (see attached example). Both the agencies have acknowledged the environmentally sensitive measures that the City has taken to protect the sea turtles, however they have also requested the City approve a resolution committing to turn off the decorative glow lights under the bridge during sea turtle nesting season.

**Recommendation:** Staff recommends City Council approve the attached resolution.

**Item No. 05**

# EXHIBIT A-1

## II. FISCAL IMPACT ANALYSIS

### A. Five Year Summary of Fiscal Impact: Blue Heron Bridge Lighting

Fiscal Years	<u>2009</u>	<u>2010</u>	<u>2011</u>	<u>2012</u>	<u>2013</u>
Capital Expenditures					
Operating Costs					
External Revenues					
Program Income (City)					
Cash Match (City)					

NET FISCAL IMPACT

NO. ADDITIONAL FTE  
POSITIONS (Cumulative)

Is Item Included in Current Budget? Yes -- No ---  
Budget Account No.: Fund Dept/Div. Org. Object

Reporting Category

B. Recommended Sources of Funds/Summary of Fiscal Impact:  
No impacts at this time.

C. Departmental Fiscal Review:

  
Mary McKinney, Dir. of Community Development

## III. REVIEW COMMENTS

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

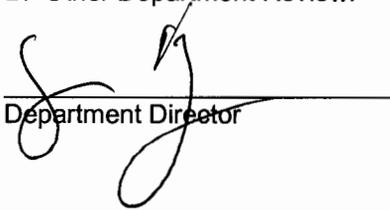
*Cost = included in AIA budget*

  
Finance Department

11-10-09

\_\_\_\_\_  
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, COMMITTING TO CONTROL THE TIMING OF THE DECORATIVE LIGHTING ON BLUE HERON BRIDGE PILLARS DURING SEA TURTLE NESTING SEASON; AND PROVIDING FOR AN EFFECTIVE DATE.**

**WHEREAS**, the City of Riviera Beach's Blue Heron Boulevard/SR AIA project, which includes the Blue Heron Bridge, is in the final stage of permitting; and

**WHEREAS**, the City of Riviera Beach wishes to demonstrate its commitment to operate and maintain the lights on timers as reasonable assurance that the Blue Heron/SR AIA project will not result in adverse secondary impacts to sea turtles; and

**WHEREAS**, the City will commit to control the timing of the under bridge lighting during sea turtle nesting season, which is March 1<sup>st</sup> to October 31<sup>st</sup> to begin lighting at 8 PM and automatically turn lighting off at 9PM; and

**WHEREAS**, the City Engineer will maintain on a quarterly basis an inspection of the timers and the lights and will immediately correct any deficiencies in the fixtures and or timers during these inspections.

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

**SECTION 1.** The City Council of the City of Riviera Beach commits to control the timing of the decorative lights under the Blue Heron Bridge to shut off no later than 9PM during sea turtle nesting season, which is March 1<sup>st</sup> to October 31<sup>st</sup>.

**SECTION 2.** This resolution shall become effective upon its passage.

**PASSED AND APPROVED** this \_\_\_\_\_ day of \_\_\_\_\_, 2009.

RESOLUTION NO. \_\_\_\_\_  
PAGE -2-

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 \_\_\_\_\_

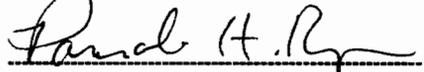
J. DAVIS \_\_\_\_\_

B. BROOKS \_\_\_\_\_

T. JOHNSON \_\_\_\_\_

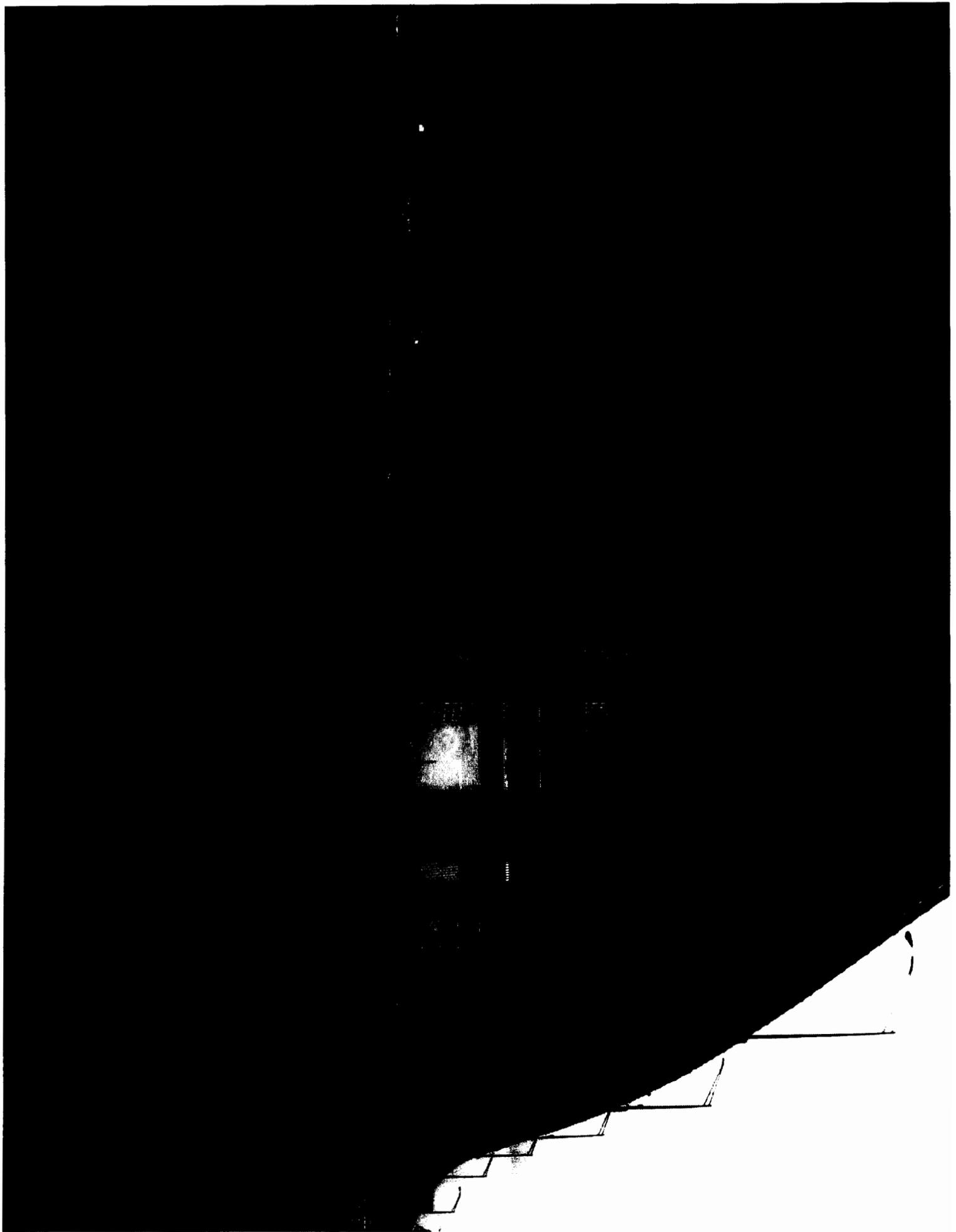
S. LOWE \_\_\_\_\_

REVIEWED AS TO LEGAL SUFFICIENCY

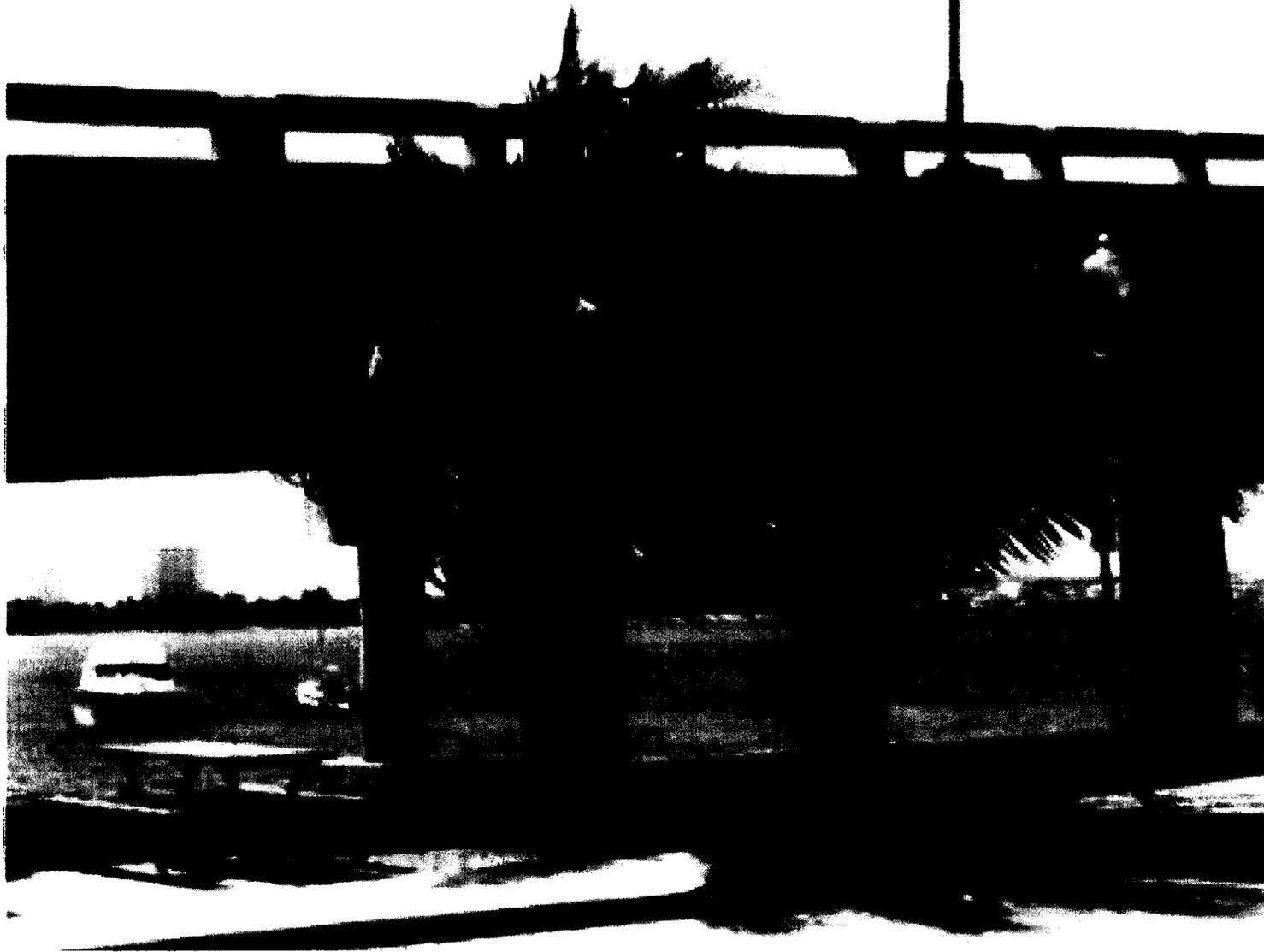
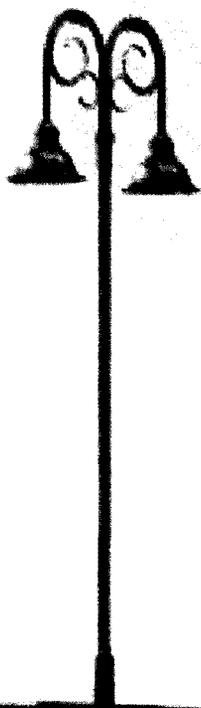
  
\_\_\_\_\_  
PAMALA HANNA RYAN, CITY ATTORNEY

DATE: 11/10/09









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

MEETING DATE: November 18, 2009

AGENDA ITEM SUMMARY NO. L09-112-1

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

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

**TITLE/SUBJECT:** Resolution authorizing settlement in the matter of Stephanie King, individually and as Natural Guardian of Xavier Carter, a minor, vs. City of Riviera Beach - Case No. 2009CA07833XXXXMBAD, in the total amount of \$37,500.

**RECOMMENDATION / MOTION:** Approve resolution for settlement.

Assistant City Manager	Library
* City Attorney <i>AR 11/10/09</i>	Marina
* City Clerk <i>AR</i>	* Police <i>WJG</i>
Community Development	Public Works
* Finance <i>AR 11-10-09</i>	Purchasing
Fire	Recreation & Parks
Human Resources	Water & Sewer
Information Technology	

APPROVED BY CITY MANAGER: *Paul C. Jones* DATE: 11-12-09

<b>Originating Dept.</b> City Attorney's Office  <b>User Dept.</b> City Attorney's Office  <b>Advertised:</b> Date: Paper: <input checked="" type="checkbox"/> Not Required  <b>Affected Parties</b> <input type="checkbox"/> Notified <input checked="" type="checkbox"/> Not Required	<b>Costs:</b> <u>\$37,500.00</u>  <b>Current FY:</b> <u>\$37,500.00</u> <b>Funding Source:</b> <input type="checkbox"/> Capital Improvement <input type="checkbox"/> Operating <input checked="" type="checkbox"/> Other:  Gallagher Bassett Services, Inc.  <b>Budget Account Number:</b>	<b>City Council Actions:</b> <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 _____  <b>Attachments:</b>  1. Resolution
---	--	--

**SUMMARY AND BACKGROUND:** On May 1, 2008, Officer Cornelius McGriff was traveling East on 34<sup>th</sup> Street in his patrol vehicle, when he recognized a suspect in a dog complaint matter. He reversed his vehicle by backing up and traveled Westbound, on 34<sup>th</sup> Street. Officer McGriff was backing up at 10 mph when he struck a vehicle driven by Stephanie King in which her son Xavier Carter was a passenger. Mrs. King was travelling approximately 25 mph. The crash caused the bumper on Ms. King's car to become dislodged. She hit her right knee on the dash and her son struck his head on the windshield causing it to crack.

On March 6, 2009, Plaintiff filed suit against the City, alleging that she and her son suffered bodily injury and resulting pain disability, disfigurement, and mental anguish. After investigation and discovery, the parties attended court ordered mediation on October 20, 2009, and reached a tentative settlement-- \$25,000 to Ms. Stephanie King for her pain and suffering and \$12,500 to her son, Xavier Carter for his pain and suffering. As part of the settlement, the City also agreed to pay plaintiff's portion of the mediation costs (\$467.50).

The City Council held a closed executive session on November 5, 2009, to discuss the case. The settlement is subject to City Council approval. Staff recommends approval.

**Item No. 06**



RESOLUTION NO. \_\_\_\_\_

**A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF RIVIERA BEACH, PALM BEACH COUNTY, FLORIDA, AUTHORIZING SETTLEMENT IN THE MATTER OF STEPHANIE KING, INDIVIDUALLY AND AS NATURAL GUARDIAN OF XAIVER CARTER, A MINOR VS. THE CITY OF RIVIERA BEACH; AUTHORIZING GALLAGHER BASSETT TO MAKE PAYMENT IN THE TOTAL AMOUNT OF \$37,500 AS COMPLETE SETTLEMENT; AND PROVIDING AN EFFECTIVE DATE.**

**WHEREAS**, Stephanie King and her son, Xaiver Carter, were involved in a motor vehicle accident with a City police officer in May 2008; and

**WHEREAS**, Ms. King filed a lawsuit against the City on behalf of Mr. Carter and herself in 2009, and alleged, among other things, bodily injury and suffering; and

**WHEREAS**, the parties participated in court ordered mediation, and tentatively agreed to settle the case contingent upon City Council approval in the following amounts: \$25,000 to Ms. King, and \$12,500 to Xaiver Carter, for a total amount of \$37,500.

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

**SECTION 1.** That settlement in the matter of *Stephanie King, individually and as Natural Guardian of Xaiver Carter, a minor, vs. City of Riviera Beach*, Case No. 2009CA07833XXXXMBAD, is hereby approved in the total amount of \$37,500, which includes attorney's fees and costs.

**SECTION 2.** That Gallagher Bassett Services, Inc., is authorized to make payment on behalf of the City, after receiving a general release from Ms. King.

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

**PASSED and APPROVED** this \_\_\_\_\_ day of November, 2009.

RESOLUTION NO. \_\_\_\_\_  
PAGE 2

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 \_\_\_\_\_

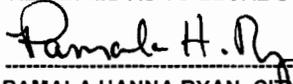
J. DAVIS \_\_\_\_\_

B. BROOKS \_\_\_\_\_

T. JOHNSON \_\_\_\_\_

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

REVIEWED AS TO LEGAL SUFFICIENCY

  
\_\_\_\_\_  
PAMALA HANNA RYAN, CITY ATTORNEY

DATE: 11/10/09

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

MEETING DATE: November 18, 2009

AGENDA ITEM SUMMARY NO. D09-112-1

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

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

**TITLE/SUBJECT: REQUEST TO APPROVE AGREEMENT FOR POLICE SERVICES WITH THOUSAND OAKS HOA**

**RECOMMENDATION / MOTION: STAFF RECOMMENDS APPROVAL OF THIS AGREEMENT**

• Assistant City Manager <i>US</i>	Library
• City Attorney <i>PHZ 11/5/09</i>	Marina
• City Clerk <i>CA</i>	• Police <i>John</i>
Community Development	Public Works
• Finance <i>11-5-09</i>	Purchasing
Fire	Recreation & Parks
Human Resources	Water & Sewer

APPROVED BY CITY MANAGER: *Keith P. Jones*

DATE: *11-12-09*

Originating Dept. POLICE <i>John</i>	Costs: <u>N/A</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. POLICE <i>John</i>	Current FY: <u>2010</u> Funding Source: <input type="checkbox"/> Capital Improvement <input type="checkbox"/> Operating <input checked="" type="checkbox"/> Other:	Attachments: <ul style="list-style-type: none"> <li>• RESOLUTION ✓</li> <li>• 2006 CRIME STATS (PRE-CONTRACT)</li> <li>• 2007/2008 CRIME STATS (POST-CONTRACT)</li> <li>• FISCAL IMPACT SHEET ✓</li> <li>• AGREEMENT FOR POLICE SERVICES</li> <li>• Letter of Approval from Thousand Oaks HOA</li> <li>• Grant information ✓</li> </ul>
Advertised: Date: Paper: <input checked="" type="checkbox"/> Not Required  Affected Parties <input type="checkbox"/> Notified <input checked="" type="checkbox"/> Not Required	Thousand Oaks HOA  Budget Account Number:	

**SUMMARY:**

November 2007, Thousand Oaks HOA and the City of Riviera Beach Police Department entered into an annual agreement that provided police services to Thousand Oaks HOA at the expense of the HOA. This agreement was established at the request of the HOA to help provide a higher level of quality of life to the residents of that community.

**BACKGROUND:**

November 2009, will serve as a two year mark for exclusive police services provided to Thousand Oaks HOA through a Police Service Agreement. Through the efforts of the Riviera Beach Police Department Police Service Agreement and Thousand Oaks HOA. Residents are now experiencing an improved quality of life. It is at the request of the HOA and the recommendation of the police department that this four year agreement be approved.

The Riviera Beach Police Department was awarded the opportunity to reduce the cost of providing police services to Thousand Oaks HOA, through a Universal Hiring Grant. Currently, there are two police officers assigned to Thousand Oaks utilizing one vehicle. The former contract required quarterly payments totaling \$169,682 annually. Under the proposed four year agreement the total of the annual amount will be \$144,682.

**Item No.07**

As the Universal Hiring Grant provide a \$25,000 per year supplement to Thousand Oaks HOA for three (3) years. The fourth year the HOA will pay the full \$169,682.

By applying the COPS Grant to this agreement it will afford Thousand Oaks HOA the opportunity to save approximately \$25,000.00 annually from their security budget. During the life of the contract the total savings will be \$75,000.00.

The past agreement has allowed the police department the opportunity to establish a direct rapport with the residents of Thousand Oaks as well as their visitors. In addition, it has provided us the opportunity to market our department to other Gated Communities within Riviera Beach.

**Please find attached**, crime related stats that display the influence the previous contract had on Thousand Oaks as well as the entire city. By reducing crime in one section of the city it reduces crime stats for the entire city.

Staff is recommending approval of this item.

**THE REMAINDER OF THIS PAGE LEFT BLANK INTENTIONALLY**



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 A THREE (3) YEAR AGREEMENT TO PROVIDE POLICE SERVICES TO THE HOMEOWNERS ASSOCIATION OF THOUSAND OAKS; AUTHORIZING THE FINANCE DIRECTOR TO ACCEPT QUARTERLY PAYMENTS IN THE AMOUNT OF \$36,170.00 FOR THREE YEARS; AND PROVIDING AN EFFECTIVE DATE.**

**WHEREAS**, at this time, the Homeowners Association of Thousand Oaks seeks to continue to improve the level of security for its residents and property; and

**WHEREAS**, in partnership with the Homeowners Association of Thousand Oaks, the Riviera Beach Police Department is prepared to continue an inter-local agreement and to provide police services specific to the needs of Thousand Oaks; and

**WHEREAS**, the City of Rivera Beach is willing and able to provide police services to the Homeowners Association of Thousand Oaks for a reasonable fee; and

**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 inter-local agreement with the Homeowners Association of Thousand Oaks.

**SECTION 2:** The Finance Director is authorized to accept quarterly payments in the amount of \$36,170.00 for a period of three (3) years.

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

**PASSED and APPROVED** this \_\_\_\_\_ day of \_\_\_\_\_, 2009.

RESOLUTION NO. \_\_\_\_\_  
PAGE 2

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 \_\_\_\_\_

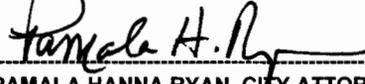
J. DAVIS \_\_\_\_\_

B. BROOKS \_\_\_\_\_

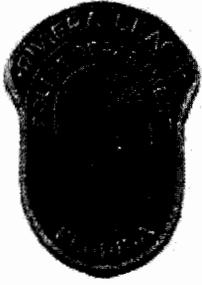
T. DAVIS \_\_\_\_\_

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

REVIEWED AS TO LEGAL SUFFICIENCY

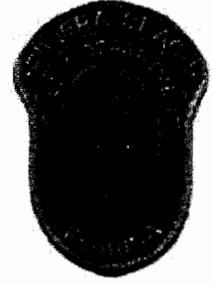
  
\_\_\_\_\_  
PAMALA HANNA RYAN, CITY ATTORNEY

DATE: 11/5/09



# Riviera Beach Police Department

## EXCEPTION REPORT



# Thousand Oaks Calls for Service Report

Police District	11-1-2006 to 11-1-2007	11-1-2007 to 11-1-2008	Difference	Percent
THOUSAND OAKS	31	78	47	151.61%
<b>Totals</b>	<b>31</b>	<b>78</b>	<b>47</b>	<b>151.61%</b>
THOUSAND OAKS	6	12	6	100.00%
<b>Totals</b>	<b>6</b>	<b>12</b>	<b>6</b>	<b>100.00%</b>
THOUSAND OAKS	1	0	-1	-100.00%
<b>Totals</b>	<b>1</b>	<b>0</b>	<b>-1</b>	<b>-100.00%</b>
THOUSAND OAKS	11	13	2	18.18%
<b>Totals</b>	<b>11</b>	<b>13</b>	<b>2</b>	<b>18.18%</b>
THOUSAND OAKS	7	9	2	28.57%
<b>Totals</b>	<b>7</b>	<b>9</b>	<b>2</b>	<b>28.57%</b>
THOUSAND OAKS	11	5	-6	-54.55%
<b>Totals</b>	<b>11</b>	<b>5</b>	<b>-6</b>	<b>-54.55%</b>
THOUSAND OAKS	0	0	0	
<b>Totals</b>	<b>0</b>	<b>0</b>	<b>0</b>	
THOUSAND OAKS	14	24	10	71.43%
<b>Totals</b>	<b>14</b>	<b>24</b>	<b>10</b>	<b>71.43%</b>
THOUSAND OAKS	6	22	16	266.67%
<b>Totals</b>	<b>6</b>	<b>22</b>	<b>16</b>	<b>266.67%</b>
THOUSAND OAKS	0	1	1	
<b>Totals</b>	<b>0</b>	<b>1</b>	<b>1</b>	
THOUSAND OAKS	7	13	6	85.71%
<b>Totals</b>	<b>7</b>	<b>13</b>	<b>6</b>	<b>85.71%</b>
THOUSAND OAKS	0	2	2	
<b>Totals</b>	<b>0</b>	<b>2</b>	<b>2</b>	
THOUSAND OAKS	13	18	5	38.46%
<b>Totals</b>	<b>13</b>	<b>18</b>	<b>5</b>	<b>38.46%</b>
THOUSAND OAKS	21	28	7	33.33%
<b>Totals</b>	<b>21</b>	<b>28</b>	<b>7</b>	<b>33.33%</b>
THOUSAND OAKS	0	2	2	
<b>Totals</b>	<b>0</b>	<b>2</b>	<b>2</b>	
THOUSAND OAKS	0	0	0	
<b>Totals</b>	<b>0</b>	<b>0</b>	<b>0</b>	
THOUSAND OAKS	0	0	0	
<b>Totals</b>	<b>0</b>	<b>0</b>	<b>0</b>	

Police District	11-1-2006 to 11-1-2007	11-1-2007 to 11-1-2008	Difference	Percent
<b>MENTALLY ILL PERSON</b>				
THOUSAND OAKS	3	2	-1	-33.33%
<b>Totals</b>	<b>3</b>	<b>2</b>	<b>-1</b>	<b>-33.33%</b>
<b>NARCOTICS</b>				
THOUSAND OAKS	0	0	0	
<b>Totals</b>	<b>0</b>	<b>0</b>	<b>0</b>	
<b>ORDINANCE</b>				
THOUSAND OAKS	1	13	12	1,200.00%
<b>Totals</b>	<b>1</b>	<b>13</b>	<b>12</b>	<b>1,200.00%</b>
<b>PERMITS</b>				
THOUSAND OAKS	0	0	0	
<b>Totals</b>	<b>0</b>	<b>0</b>	<b>0</b>	
<b>PLANNING</b>				
THOUSAND OAKS	0	2	2	
<b>Totals</b>	<b>0</b>	<b>2</b>	<b>2</b>	
<b>POLICE</b>				
THOUSAND OAKS	2	6	4	200.00%
<b>Totals</b>	<b>2</b>	<b>6</b>	<b>4</b>	<b>200.00%</b>
<b>RECORDS</b>				
THOUSAND OAKS	0	0	0	
<b>Totals</b>	<b>0</b>	<b>0</b>	<b>0</b>	
<b>REGISTRATION</b>				
THOUSAND OAKS	0	0	0	
<b>Totals</b>	<b>0</b>	<b>0</b>	<b>0</b>	
<b>SALES</b>				
THOUSAND OAKS	1	0	-1	-100.00%
<b>Totals</b>	<b>1</b>	<b>0</b>	<b>-1</b>	<b>-100.00%</b>
<b>STOLEN</b>				
THOUSAND OAKS	0	0	0	
<b>Totals</b>	<b>0</b>	<b>0</b>	<b>0</b>	
<b>STOLEN VEHICLES</b>				
THOUSAND OAKS	13	9	-4	-30.77%
<b>Totals</b>	<b>13</b>	<b>9</b>	<b>-4</b>	<b>-30.77%</b>
<b>STOLEN VEHICLES - OTHER</b>				
THOUSAND OAKS	0	0	0	
<b>Totals</b>	<b>0</b>	<b>0</b>	<b>0</b>	
<b>THEFT</b>				
THOUSAND OAKS	10	13	3	30.00%
<b>Totals</b>	<b>10</b>	<b>13</b>	<b>3</b>	<b>30.00%</b>
<b>THEFT - OTHER</b>				
THOUSAND OAKS	1	0	-1	-100.00%
<b>Totals</b>	<b>1</b>	<b>0</b>	<b>-1</b>	<b>-100.00%</b>
<b>TRAFFIC</b>				
THOUSAND OAKS	2	10	8	400.00%
<b>Totals</b>	<b>2</b>	<b>10</b>	<b>8</b>	<b>400.00%</b>
<b>TRUCKS</b>				
THOUSAND OAKS	161	282	121	75.16%
<b>Totals</b>	<b>161</b>	<b>282</b>	<b>121</b>	<b>75.16%</b>



# Riviera Beach Police Department

## EXCEPTION REPORT



# Thousand Oaks Calls for Service Report

Police District	10-1-2007 to 10-1-2008	10-1-2008 to 10-1-2009	Difference	Percent
<b>ALARM BURGLAR OR ALARM FIRE OR ALARM HOLDUP/ROBBERY</b>				
THOUSAND OAKS	75	74	-1	-1.33%
<b>Totals</b>	<b>75</b>	<b>74</b>	<b>-1</b>	<b>-1.33%</b>
<b>ANIMAL COMPLAINT</b>				
THOUSAND OAKS	12	6	-6	-50.00%
<b>Totals</b>	<b>12</b>	<b>6</b>	<b>-6</b>	<b>-50.00%</b>
<b>ARMED PERSON</b>				
THOUSAND OAKS	0	1	1	
<b>Totals</b>		<b>1</b>	<b>1</b>	
<b>ASSAULT/BATTERY DELAYED OR ASSAULT/BATTERY IN PROGRESS</b>				
THOUSAND OAKS	13	12	-1	-7.69%
<b>Totals</b>	<b>13</b>	<b>12</b>	<b>-1</b>	<b>-7.69%</b>
<b>ASSIST CITIZEN</b>				
THOUSAND OAKS	9	17	8	88.89%
<b>Totals</b>	<b>9</b>	<b>17</b>	<b>8</b>	<b>88.89%</b>
<b>BURGLARY TO AUTO</b>				
THOUSAND OAKS	5	8	3	60.00%
<b>Totals</b>	<b>5</b>	<b>8</b>	<b>3</b>	<b>60.00%</b>
<b>BURGLARY TO BUSINESS</b>				
THOUSAND OAKS	0	0	0	
<b>Totals</b>		<b>0</b>	<b>0</b>	
<b>BURGLARY TO RESIDENT</b>				
THOUSAND OAKS	25	9	-16	-64.00%
<b>Totals</b>	<b>25</b>	<b>9</b>	<b>-16</b>	<b>-64.00%</b>
<b>BUSINESS CHECK</b>				
THOUSAND OAKS	20	14	-6	-30.00%
<b>Totals</b>	<b>20</b>	<b>14</b>	<b>-6</b>	<b>-30.00%</b>
<b>CITIZEN COMP</b>				
THOUSAND OAKS	1	2	1	100.00%
<b>Totals</b>	<b>1</b>	<b>2</b>	<b>1</b>	<b>100.00%</b>
<b>CRIMINAL MISCHIEF/VANDALISM</b>				
THOUSAND OAKS	14	7	-7	-50.00%
<b>Totals</b>	<b>14</b>	<b>7</b>	<b>-7</b>	<b>-50.00%</b>
<b>CROWD CONTROL</b>				
THOUSAND OAKS	2	0	-2	-100.00%
<b>Totals</b>	<b>2</b>		<b>-2</b>	<b>-100.00%</b>
<b>DISTURBANCE OR DISTURBANCE TRESPASS/UNWANTED GUEST OR DISTURBANCE/JUVENILE OR DISTURBANCE/NEI</b>				
THOUSAND OAKS	19	17	-2	-10.53%
<b>Totals</b>	<b>19</b>	<b>17</b>	<b>-2</b>	<b>-10.53%</b>
<b>DOMESTIC/DISTURBANCE</b>				
THOUSAND OAKS	36	32	-4	-11.11%
<b>Totals</b>	<b>36</b>	<b>32</b>	<b>-4</b>	<b>-11.11%</b>
<b>FIGHT</b>				
THOUSAND OAKS	2	0	-2	-100.00%
<b>Totals</b>	<b>2</b>		<b>-2</b>	<b>-100.00%</b>
<b>JUVENILE CURFEW</b>				
THOUSAND OAKS	0	0	0	
<b>Totals</b>		<b>0</b>	<b>0</b>	
<b>LEWD/LASCIVIOUS ACTS</b>				
THOUSAND OAKS	0	0	0	
<b>Totals</b>		<b>0</b>	<b>0</b>	

Police District	10-1-2007 to 10-1-2008	10-1-2008 to 10-1-2009	Difference	Percent
<b>MENTALLY ILL PERSON</b>				
THOUSAND OAKS	2	2	0	0.00%
<b>Totals</b>	<b>2</b>	<b>2</b>	<b>0</b>	<b>0.00%</b>
<b>NARCOTICS</b>				
THOUSAND OAKS	0	0	0	
<b>Totals</b>	<b>0</b>	<b>0</b>	<b>0</b>	
<b>ORDINANCE VIOLATION</b>				
THOUSAND OAKS	11	7	-4	-36.36%
<b>Totals</b>	<b>11</b>	<b>7</b>	<b>-4</b>	<b>-36.36%</b>
<b>Park Walk &amp; Talk</b>				
THOUSAND OAKS	0	1	1	
<b>Totals</b>	<b>0</b>	<b>1</b>	<b>1</b>	
<b>PARKING COMPLAINT</b>				
THOUSAND OAKS	1	2	1	100.00%
<b>Totals</b>	<b>1</b>	<b>2</b>	<b>1</b>	<b>100.00%</b>
<b>POLICE SERVICE CALL OR SERVICE CALL</b>				
THOUSAND OAKS	4	12	8	200.00%
<b>Totals</b>	<b>4</b>	<b>12</b>	<b>8</b>	<b>200.00%</b>
<b>ROBBERY ARMED OR ROBBERY STRONGARM</b>				
THOUSAND OAKS	0	0	0	
<b>Totals</b>	<b>0</b>	<b>0</b>	<b>0</b>	
<b>SHOOTING</b>				
THOUSAND OAKS	0	0	0	
<b>Totals</b>	<b>0</b>	<b>0</b>	<b>0</b>	
<b>STABBING</b>				
THOUSAND OAKS	0	0	0	
<b>Totals</b>	<b>0</b>	<b>0</b>	<b>0</b>	
<b>STOLEN TAG</b>				
THOUSAND OAKS	0	0	0	
<b>Totals</b>	<b>0</b>	<b>0</b>	<b>0</b>	
<b>STOLEN TAG RECOVERED</b>				
THOUSAND OAKS	0	0	0	
<b>Totals</b>	<b>0</b>	<b>0</b>	<b>0</b>	
<b>STOLEN VEHICLE OR STOLEN VEHICLE IN-PROGRESS</b>				
THOUSAND OAKS	9	10	1	11.11%
<b>Totals</b>	<b>9</b>	<b>10</b>	<b>1</b>	<b>11.11%</b>
<b>STOLEN VEHICLE RECOVERED</b>				
THOUSAND OAKS	0	3	3	
<b>Totals</b>	<b>0</b>	<b>3</b>	<b>3</b>	
<b>THEFT DELAYED OR THEFT IN PROGRESS</b>				
THOUSAND OAKS	14	8	-6	-42.86%
<b>Totals</b>	<b>14</b>	<b>8</b>	<b>-6</b>	<b>-42.86%</b>
<b>TRAFFIC COMPLAINT</b>				
THOUSAND OAKS	0	1	1	
<b>Totals</b>	<b>0</b>	<b>1</b>	<b>1</b>	
<b>TRAFFIC STOP</b>				
THOUSAND OAKS	12	17	5	41.67%
<b>Totals</b>	<b>12</b>	<b>17</b>	<b>5</b>	<b>41.67%</b>
<b>Report Totals</b>				
THOUSAND OAKS	286	262	-24	-8.39%
<b>Totals</b>	<b>286</b>	<b>262</b>	<b>-24</b>	<b>-8.39%</b>



# CITY OF RIVIERA BEACH

600 WEST BLUE HERON BLVD.  
(561) 845-4132

RIVIERA BEACH, FLORIDA 33404  
FAX (561) 845-4022

OFFICE OF  
CHIEF OF POLICE

August 14, 2009

Ms. Kimberly Jackson  
President  
Thousand Oaks at Congress Master Assoc., Inc.  
4002 Canopy Lane  
Riviera Beach, FL 33404

Dear Ms. Jackson:

The Riviera Beach Police Department is pleased to inform you that the City has been awarded a grant that would allow the City to reduce the amount the Thousand Oaks at Congress Master Association, Inc. pays for compensated Police Services. The award amount is \$25,000 per year for the next three (3) years, totaling \$75,000.00.

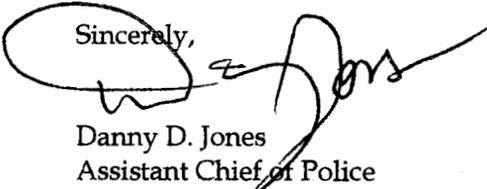
The only requirement from the City to extend this grant would be that the Officers funded in the grant be retained for an additional year at 100% of the cost being funded by the Thousand Oaks at Congress Master Association, Inc.

The current Interlocal Agreement cost is \$178,246.00 per year for the salary and benefits of the Officers working at Thousand Oaks. By applying the grant amount to this amount, the new amount will be \$153,246.00.

Please notify this agency if the Thousand Oaks at Congress Master Association, Inc. would like to take advantage of this grant opportunity. If so, I would propose a four-year contract instead of the one-year agreement that is currently in place.

Feel free to contact me if you have any questions or concerns at 561-845-4131.

Sincerely,



Danny D. Jones  
Assistant Chief of Police

C: Gloria Shuttlesworth, Assistant City Manager

Attachments

FILE: DATA\DOC\2009\JONES-THOUSAND OAKS HOA-INTERLOCAL AGREEMENT  
DDJ09-362

# REPRINT



U. S. Department of Justice  
Community Oriented Policing Services  
Grants Administration Division (GAD)  
UHP

Treasury Account Symbol (TAS) 15X0406

Grant #: 2008UMWX0033  
ORI #: FL05007

Applicant Organization's Legal Name: Riviera Beach, City of  
OJP Vendor #: 596000417

**Law Enforcement Executive:** Chief Clarence D. Williams

Address: 600 West Blue Heron Blvd.  
City, State, Zip Code: Riviera Beach, FL 33404  
Telephone: (561) 845-4130  
Fax: (561) 845-4022

**Government Executive:** Mayor Thomas Masters

Address: 600 West Blue Heron Boulevard  
City, State, Zip Code: Riviera Beach, FL 33404  
Telephone: (561) 845-4145  
Fax: (561) 863-3236

Award Start Date: 9/1/2008

Award End Date: 8/31/2011

Full Time Officers Funded: 3

Part Time Officers Funded: 0

Award Amount: \$ 225,000.00

Timothy Quinn  
Acting Director

MAR 5 2009

Date

Signature of Law Enforcement Official with the  
Authority to Accept this Grant Award

Clarence D. Williams, Chief of Police 3/16/09

Typed Name and Title of Law Enforcement  
Official Date

Signature of Government Official with the Authority to  
Accept this Grant Award

Gloria Shuttlesworth, Interim City Manager 3/26/09

Typed Name and Title of Government Official  
Date

False statements or claims made in connection with COPS grants may result in fines, imprisonment, debarment from participating in federal grants or contracts, and/or any remedy available by law to the Federal Government.

Award ID: 86955



To Riviera Beach Police Department

The reason for this letter is to confirm that Thousand Oaks HOA would like to renew the contract with the Riviera Beach Police department. Thousand Oaks would also like to take advantage of the grant money the city is offering of 25K per year, for the first 3 years of the contract. This contract extension was voted on and approved at the October 12<sup>th</sup> Board of Directors meeting.

Glenn Mangan  
Finance Manager  
On behalf of the Board of Directors  
561-951-6590

## **AGREEMENT FOR POLICE SERVICES**

This Agreement is made the \_\_\_\_\_ day of \_\_\_\_\_, 2009, by and between the Homeowner's Association of Thousand Oaks, (hereinafter "Thousand Oaks"), and the City of Riviera Beach, a Florida municipal corporation (hereinafter "CITY"), **the City** constituting a public agency as defined in Part I of Chapter 163, Florida Statutes.

### **WITNESSETH:**

WHEREAS, there exists in the Thousand Oaks Community 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 Thousand Oaks upon the terms set forth herein, which presence will benefit both the City and Thousand Oaks; and

NOW, THEREFORE, for and in consideration of the mutual covenants and promises contained herein to be kept and performed by the parties hereto, and for the mutual welfare of Thousand Oaks and the City, it is agreed as follows:

1. Recitals. The above recitals are true and correct and are incorporated herein by reference.
2. Term. Unless agreed by both parties in writing, and approved by their respective Boards, this Agreement shall expire at the end of three years from the Effective Date. The Effective Date of this Agreement shall be that date on which the last party has executed this Agreement.
3. Services.
  - A. The City shall assign two (2) full-time uniformed police officers to Thousand Oaks, providing forty (40) hours per week of full-time law enforcement presence, on a schedule to be mutually agreed upon by Thousand Oaks and the City. An option for additional police officers can be made available upon the request of Thousand Oaks, for an additional 40 hours per week of full-time law enforcement presence, on a schedule to be mutually agreed upon by Thousand Oaks and the City, and become

a permanent part of this agreement thereafter. Since an understanding of Thousand Oaks operations will enhance the benefit of the officers to the Thousand Oaks Community and the City, the City will attempt to assign an officer who has become familiar with those operations. Thousand Oaks, at its own expense, shall provide the necessary training required familiarizing the assigned officers with the Thousand Oaks Community and any other such training deemed necessary for the performance of said officers' duties in the Thousand Oaks Community. 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 Homeowners Association Executive Staff or as designated by the Homeowners Association. 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 Thousand Oaks property, and make face-to-face contact with the on duty Security Officer.

D. Thousand Oaks 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 event, the City will give Thousand

Oaks as much notice as necessary to alleviate any hardship on Thousand Oaks. Emergencies shall include but not be limited to hurricane preparation, rescue and recovery, civil disorders, and natural disasters.

4. City Responsibilities and Functions:

- A. 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.
- B. Respond to requests for assistance as requested by Security personnel.
- C. Summon such other County, State and Federal Law Enforcement, City and/or County EMS, Fire and other personnel and services, as circumstances shall require.
- D. As part of each 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 Thousand Oaks.
- E. Notify the on duty security officer concerning security and law enforcement matters related to Thousand Oaks property and persons thereon, and provide copies of reports of incidents occurring on Thousand Oaks property to the designated representative, in addition to satisfying any other requirements of the City.
- F. Enforce parking and traffic regulations within the Thousand Oaks Community.

5. 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. Thousand Oaks' liaison official shall not hold a position below Homeowners Association Executive Board Member. If requested by Thousand Oaks and with 48 hours notice, the City Liaison Officer may attend local security meetings and attend local security committee meetings.

6. Payment. Thousand Oaks 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 Thousand Oaks. 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 Thousand Oaks, in writing, by the City.

7. 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 prorate 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 Thousand Oaks:

SEABREEZE MANAGEMENT COMPANY  
c/o Ms. Linda Reavell  
8259 North Military Trail  
Palm Beach Gardens, Florida 33410  
(561) 626-0917  
(561) 626-7143 (Fax)

With a copy to:

Homeowners Association of Thousand Oaks  
1007 Centerstone Lane  
Riviera Beach, Florida 33404  
ATTN: Brian Coulton-Edwards, Vice President, Board of Directors  
(561) 827-5080  
[babje@comcast.net](mailto:babje@comcast.net)

If to City:

Ruth C. Jones  
City Manager  
City of Riviera Beach  
600 West Blue Heron Blvd.  
Riviera Beach, FL 33404  
(561) 845-4010

With a copy to:

Pamala Ryan, Esq.  
City Attorney  
City of Riviera Beach  
600 West Blue Heron Blvd.  
Riviera Beach, FL 33404  
(561) 845-4017 ([cityattorney@rivierabch.com](mailto:cityattorney@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 Thousand Oaks 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 Thousand Oaks or Thousand Oaks 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 Thousand Oaks 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, Thousand Oaks 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 Thousand Oaks 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 Thousand Oaks 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.

this \_\_\_\_\_ day of \_\_\_\_\_, 2009.

ATTEST:

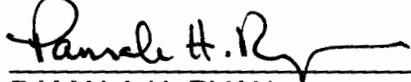
CITY OF RIVIERA BEACH

\_\_\_\_\_  
CARRIE E. WARD, MMC  
CITY CLERK

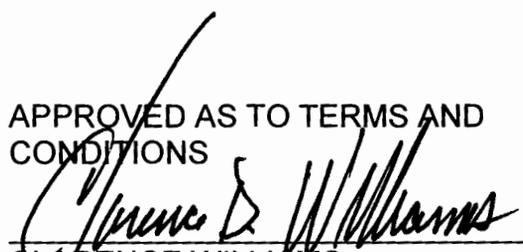
\_\_\_\_\_  
THOMAS A. MASTERS  
MAYOR

(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: 11/9/09

THOUSAND OAKS HOMEOWNERS  
ASSOCIATION

BY:   
\_\_\_\_\_  
THOUSAND OAKS HOMEOWNERS  
ASSOCIATION

ATTEST:   
\_\_\_\_\_  
SECRETARY/TREASURER

APPROVED AS TO FORM AND  
LEGAL SUFFICIENCY

By: \_\_\_\_\_  
THOUSAND OAKS HOMEOWNERS ASSOCIATION  
CONSULTING ATTORNEY

DATED:

**Oaks #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>	
Barr	22.73	2,080	47,287.97	2,750.89	708.00	3,617.53	156.00	8,834.00	16,323.81	<b>79,678.19</b>

**Oaks #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>	
Lee	26.09	2,080	54,265.12	3,156.77	708.00	4,151.28	156.00	8,834.00	18,732.32	<b>90,003.49</b>

<i>Salary Cost</i>	<b>\$169,682</b>
<i>Grant Supplement</i>	<b>\$25,000</b>
<i>Total</i>	<b>\$144,682</b>
<i>Quarterly</i>	<b>\$36,170</b>

**Payment Schedule**

Payment #1	Amount	Period Covered	Date
1	\$36,170.42	Oct -Jan	30-Jan-10
2	\$36,170.42	Feb -May	31-May-10
3	\$36,170.42	June -Sept	30-Sep-10

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

MEETING DATE: November 18, 2009

AGENDA ITEM SUMMARY NO. D09-112-2

- 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 <i>AS 11/12/09</i>	Library
• City Attorney <i>Pat 11/10/09</i>	Marina
• City Clerk <i>Pat 11/9/09</i>	• Police <i>Jmr</i>
Community Development	Public Works
• Finance <i>AT 11-9-09</i>	Purchasing
Fire	Recreation & Parks
• Human Resources	Utilities
Information Systems	Other <i>CRA</i>

APPROVED BY CITY MANAGER: *Pat*

DATE: *11-12-09*

Originating Dept. – Police <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. – Police <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	Attachments: 1. Resolution ✓ 2. Service Agreement 3. Clean and Safe Report ✓ 4. Fiscal Impact Sheet
Advertised: Date: Paper: <input type="checkbox"/> Not Required	Budget Account Number:	
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.08**

**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
<b>Total</b>	<b>\$217,000</b>

**[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	<u>0</u>	<u>0</u>	<u>0</u>	<u>0</u>	<u>0</u>
Operating Costs	<u>0</u>	<u>0</u>	<u>0</u>	<u>0</u>	<u>0</u>
External Revenues	<u>    </u>				
Program Income (LETF)	<u>    </u>				
In-Kind Match (City)	<u>    </u>				
<b>NET FISCAL IMPACT</b>	<u>-0-</u>	<u>-0-</u>	<u>-0-</u>	<u>-0-</u>	<u>-0-</u>

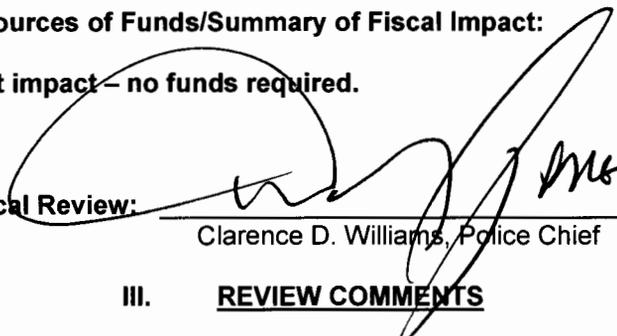
NO. ADDITIONAL FTE POSITIONS (Cumulative)        n/a        n/a        n/a        n/a        n/a  

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

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

No budget impact – no funds required.

**C. Departmental Fiscal Review:**

  
 Clarence D. Williams, Police Chief

*MC 10/26/2009*

**III. REVIEW COMMENTS**

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

  
 Finance Department      11-5-09

\_\_\_\_\_  
 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: 11/5/09

**TO: RIVIERA BEACH CRA COMMISSIONERS**

**CC: CLARENCE D. WILLIAMS, CHIEF OF POLICE  
SCOTT EVANS, INTERIM EXECUTIVE DIRECTOR**

**FROM: LEONARD B. MITCHELL, COMMANDER OF POLICE**

**DATE: OCTOBER 29, 2009**

**RE: CLEAN AND SAFE ACTIVITY REPORT**

---

The Clean and Safe Program was implemented in August of 2009. The following Law and Code Enforcement Activities transpired since that time:

- Over 100 Field Interview Report.
- 34 Prostitution Arrest.
- Closing of one illegal Paint Shop.
- Two Administrative Actions.
- Two Business Inspections.
- 268 Arrest for operation Safe Community (75 for District One).
- 45 West 16<sup>th</sup> Street (Illegal electrical hookups).
- 10 Business Contact Daily.
- Over 40 Trespass Warnings issued in the CRA District.
- Over 100 Security Checks done in the CRA District.
- Two (2) arrests for Public Nuisance.
- Photographed and distributed pictures of all caught Prostitutes to business owners.
- 62 active code violations (5 pending violations).
- 25 Compiled Violations.
- Meet and Greet with business owners within the district.

While this memo does not identify all the accomplishments of the Clean and Safe Program it does display clearly that the assigned officers understand our Mission Statement. In addition, it displays a high level of commitment by the officers to a serious plan of action.

lbn/tds

**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:

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](mailto: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](mailto: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

APPROVED AS TO TERMS AND  
CONDITIONS

  
\_\_\_\_\_  
PAMALA H. RYAN  
CITY ATTORNEY

\_\_\_\_\_  
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:

**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	<b>65,596.38</b>

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	<b>65,596.38</b>

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	<b>54,019.64</b>

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

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

MEETING DATE: November 18, 2009

AGENDA ITEM SUMMARY NO E09-112-01

- |   |  |
|---|--|
| <input type="checkbox"/> AWARDS / PRESENTATIONS / PETITIONS | <input checked="" type="checkbox"/> REGULAR        |
| <input checked="" type="checkbox"/> CONSENT                 | <input checked="" type="checkbox"/> RESOLUTION     |
| <input type="checkbox"/> PUBLIC HEARING                     | <input type="checkbox"/> DISCUSSION & DELIBERATION |
| <input type="checkbox"/> ORDINANCE ON SECOND READING        | <input type="checkbox"/> BOARD APPOINTMENT         |
| <input type="checkbox"/> PUBLIC HEARING                     | <input type="checkbox"/> WORKSHOP                  |
| <input type="checkbox"/> ORDINANCE ON FIRST HEARING         |  |

SUBJECT: Resolution executing an Emergency Services Agreement for Mutual Assistance, Automatic AID, and Dispatch Services between the City of Riviera Beach and Palm Beach County.

RECOMMENDATION / MOTION: The City Manager recommends that City Council approve a resolution executing an Emergency Services Agreement for Mutual Assistance, Automatic Aid, and Dispatch Services between the City of Riviera Beach and Palm Beach County for the provisions of fire and emergency medical dispatch services.

**INTER-DEPARTMENTAL REVIEW & DATE**

Assistant City Manager	<i>[Signature]</i> 11/05/09	Library
City Attorney	<i>[Signature]</i> 11/5/09	Marina
City Clerk	<i>[Signature]</i>	Police
Community Development		Public Works
Finance	<i>[Signature]</i> 11-3-09	Purchasing
Fire	<i>[Signature]</i> 11/02/09	Recreation & Parks
Human Resources		Water & Sewer
MIS		Intergovernmental Coordinator

APPROVED BY CITY MANAGER: *[Signature]* DATE: 11-12-09

Originating Dept. Fire Rescue <i>[Signature]</i> User Dept. Fire Rescue	<b>Costs: 0</b> Current FY: 2009/10 Funding Source: <input type="checkbox"/> <input type="checkbox"/> N/A Budget Account Number:	<b>City Council Actions:</b> <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
Advertised: Date: Paper: <input checked="" type="checkbox"/> Not Required <b>Affected Parties</b> <input type="checkbox"/> Notified <input checked="" type="checkbox"/> Not Required		<b>Attachments:</b> 1. Fiscal Impact Analysis / 2. Resolution 3. Copy of Previous Agreement and Resolution adopted by the City Council 4. Emergency Services Agreement (2)

**BACKGROUND:**

Around 1990 or 1991, the Police Department assumed fire and emergency medical dispatching responsibilities from Fire Rescue in exchange for Fire Rescue providing the Police Department with funding for three (3) personnel. Currently, all fire and emergency medical dispatching for Fire Rescue is done by the Communications' Division located in the Police Department.

**Item No. 09**

While the Communication Operators have provided an acceptable level of service, the need to provide new and innovative services to the citizens of the community has become vital to the department's mission to provide efficient services to the public for the benefit of all. With the recent enhancements in technology, Fire Rescue can better service the residents of the community through major advancements and improvements in equipment and software.

In 2003, the Board of County Commissioners directed their staff to schedule a workshop to begin reviewing the issue of countywide fire-rescue dispatch/closest unit response options; and also requested that staff review what it would cost to implement a Fire Rescue Minimum Level of Service Standard. As a result, in January 2004, the Board of County Commissioners approved the appointment of a nine-member committee to review these issues and gave them the authority to hire a Consultant, Mr. Gordon Routley, to assist with interviewing and analyzing every Fire Rescue Agency in Palm Beach County to determine their needs.

As part of the consultant's recommendation, he evaluated the feasibility of combining all Fire Dispatch operations into the Palm Beach County Fire Rescue Dispatch Center and examined the costs of funding the project. As a result, the Board of County Commissioners approved the Countywide Dispatch Program and provided the funding from the County's General Fund. In essence, any Fire Rescue agency that would like to receive dispatch services from Palm Beach County can receive services at no charge. Agencies that participate in this program can also meet the Level of Service Standard by also separately agreeing to participate in a closest unit response program.

As you know, Fire Rescue has addressed the staffing and apparatus requirements outlined in the level of service document, and as part of that standard, Fire Rescue is requesting City Council's support in addressing additional dispatch functions. Currently, over twenty-four other municipalities participate in the Countywide Dispatch Program with several other municipalities examining the process.

Based on a previous meeting with Assistant City Manager Gloria Shuttlesworth, Police Chief Clarence Williams and other staff members back in 2007, we thoroughly examined this issue and have determined that the City would benefit from participating in this Countywide Dispatch Program, which would also eliminate and reduce the volume of emergency dispatch calls handled by the Communication Center, eliminate future maintenance and replacement costs for equipment and enhance the quality of service through the use of new technology and advanced pre-arrival procedures. There would be no additional costs to the City and the County would be responsible for all future costs for upgrades and maintenance.

This agreement will allow Fire Rescue to participate in the Countywide Dispatch Program and also renew our mutual aid agreement with Palm Beach County Fire Rescue.

**SUMMARY:**

On February 21, 2007, the previous City Council adopted the Emergency Services Agreement for Mutual Assistance, Automatic Aid and Dispatch Services Agreement which was subsequently forwarded to Palm Beach County; however, Palm Beach County would not adopt the Agreement because they needed written confirmation from the Town of Palm Beach Shores that they would agree to transfer their emergency calls to Palm Beach County since the City Of Riviera Beach provides emergency medical and fire suppression services to the Town. After several letters and meetings with the Palm Beach Shores Town Manager and Commissioners, they finally provided a written acknowledgement to transfer the emergency calls.

In order to move forward, Palm Beach County is requesting that the City submit a new agreement.



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 EMERGENCY SERVICES AGREEMENT FOR MUTUAL ASSISTANCE, AUTOMATIC AID, AND DISPATCH SERVICES BETWEEN THE CITY OF RIVIERA BEACH AND PALM BEACH COUNTY FOR THE PROVISION OF FIRE AND EMERGENCY MEDICAL DISPATCH SERVICES; AND PROVIDING AN EFFECTIVE DATE.

**WHEREAS**, Section 163.01, Florida Statutes, allows governmental units to make the most use of their powers by enabling them to cooperate with other municipalities on a basis of mutual advantage; and

**WHEREAS**, it is deemed mutually advantageous for the City of Riviera Beach and Palm Beach County to enter into an agreement providing mutual assistance/automatic aid in time of emergency where the need created may be too great for either party to deal with unassisted or where the closest unit response is agreeable and in the public interest; and

**WHEREAS**, the County has approved funding from county-wide ad valorem tax revenues for county-wide common fire rescue dispatch services to be offered and provided by Palm Beach County Fire Rescue to any Fire Rescue provider in Palm Beach County; and

**WHEREAS**, the City of Riviera Beach is requesting to execute an agreement to utilize fire rescue dispatching services that will provide a real and substantial benefit to the residents and property in the City of Riviera Beach.

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

**Section 1:** The Mayor and City Clerk are authorized to execute a ten (10) year Emergency Services Agreement for Mutual Assistance, Automatic Aid and Dispatch Services with Palm Beach County as made a part of this resolution.

**Section 2:** This Resolution shall become effective upon its passage by City Council.

RESOLUTION NO. \_\_\_\_\_

PAGE 2

PASSED and APPROVED this \_\_\_\_\_ day of \_\_\_\_\_, 2009.

APPROVED:

\_\_\_\_\_  
THOMAS A. MASTERS  
MAYOR

\_\_\_\_\_  
DAWN S. PARDO  
CHAIRPERSON

(MUNICIPAL SEAL)

\_\_\_\_\_  
JUDY L. DAVIS  
CHAIR PRO TEM

ATTEST:

\_\_\_\_\_  
BILLIE E. BROOKS  
COUNCILPERSON

\_\_\_\_\_  
CARRIE E. WARD,  
MASTER MUNICIPAL CLERK  
CITY CLERK

\_\_\_\_\_  
TONYA DAVIS JOHNSON  
COUNCILPERSON

\_\_\_\_\_  
SHELBY L. LOWE  
COUNCILPERSON

MOTIONED BY: \_\_\_\_\_

SECONDED BY: \_\_\_\_\_

B. BROOKS: \_\_\_\_\_

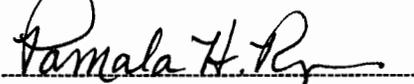
J. DAVIS: \_\_\_\_\_

T. JOHNSON: \_\_\_\_\_

D. PARDO: \_\_\_\_\_

S. LOWE: \_\_\_\_\_

REVIEWED AS TO LEGAL SUFFICIENCY

  
\_\_\_\_\_  
PAMALA HANNA RYAN, CITY ATTORNEY

Date: 11/5/09

**EMERGENCY SERVICES AGREEMENT  
FOR MUTUAL ASSISTANCE, AUTOMATIC AID, AND DISPATCH SERVICES  
BETWEEN  
PALM BEACH COUNTY AND THE CITY OF RIVIERA BEACH**

**THIS AGREEMENT** is made and entered into this \_\_\_\_ day of \_\_\_\_\_, 2009, by and between PALM BEACH COUNTY, FLORIDA, a political subdivision of the State of Florida (hereinafter the "County"), by and through its Board of County Commissioners and the City of Riviera Beach, a Florida municipal corporation located in Palm Beach County, Florida (hereinafter the "City").

**WHEREAS**, Section 163.01, Florida Statutes, known as the "Florida Interlocal Cooperation Act of 1969," authorizes local governments to make the most efficient use of their power by enabling them to cooperate with other localities on a basis of mutual advantage and thereby to provide services and facilities that will harmonize geographic, economic, population and other factors influencing the needs and development of local communities.

**WHEREAS**, each of the parties to this Agreement presently maintains a fire-rescue department with fire rescue equipment, fire fighting personnel, emergency medical equipment, emergency medical personnel, and other emergency capabilities; and

**WHEREAS**, it is deemed mutually advantageous to enter into this Agreement providing for mutual assistance/automatic aid in times of emergency where the need created may be too great for either party to deal with unassisted or where a closest unit response is agreeable and in the public interest; and

**WHEREAS**, the County has approved funding from countywide revenues for countywide common fire-rescue dispatch services (hereinafter "Countywide Common Dispatch" or "Common Dispatch") to be offered and provided by Palm Beach County Fire-Rescue to any fire-rescue providers in Palm Beach County that desire said services from the County, including the City; and

**WHEREAS**, the Countywide Common Dispatch program will provide a real and substantial benefit to the residents and property throughout Palm Beach County, including the residents and property within the City. This real and substantial benefit includes, but is not limited to, the ability to implement a closest unit response system; a more efficient deployment of mutual aid resources; enhanced emergency and disaster coordination between service providers; a more consistent recording and tracking of response time elements; and the ability to avoid confusion in dispatching calls received from mixed service areas with complex jurisdictional boundaries.

**WHEREAS**, the City and County desire to enter into this Agreement as a means to further enhance the fire-rescue services that they currently provide within their respective jurisdictions.

**NOW, THEREFORE**, in consideration of the terms and conditions set forth herein and the benefits following from each to the other, the County and the City do hereby agree as follows:

## **ARTICLE I: MUTUAL ASSISTANCE AND AUTOMATIC AID**

**Section 1. Request for Aid/Assistance:** The County and the City agree to provide emergency mutual assistance and automatic aid to each other for Fire Suppression, Emergency Medical Services, and Technical Rescue, within the terms and conditions set forth by this Agreement, and to formulate automatic aid plans and procedures under Section 2 of this Article. The assistance/automatic aid provided for by this Agreement shall extend to areas served by the parties through service agreements. Emergency mutual assistance/automatic aid will be given when properly requested unless the party from whom assistance is requested determines in accordance with Section 4 of this Article that it is unable to respond. The party requesting aid and/or assistance shall provide the following information at the time the request is made:

- a. The type and quantity of equipment and/or personnel needed; and
- b. The name and rank of the person making the request.

All requests shall be directed through the County's emergency communications center. The following officials of the participating parties are authorized to request aid and assistance under this Agreement: the respective Fire Chiefs, Assistant or Deputy Fire Chiefs, or Incident Commanders.

**Section 2. Command Authority:** In the event of an emergency which requires additional assistance, the Fire Chief of the jurisdiction in which the incident is located, or in his absence, the Assistant or Deputy Fire Chief or the Incident Commander, will direct the activities at the scene where the emergency exists, but personnel responding to the call will remain under the command of their own officers at all times. Each party shall retain control over its personnel and the rendition of services, standards of performance, discipline of officers and employees, and other matters incidental to the performance of services. Each party authorizes its Fire Chief or his designee to meet with the other party's Fire Chief or his designee and develop automatic aid/closest unit response plans and procedures, including but not limited to details regarding areas to be serviced and type and/or level of

response, when the Fire Chiefs have determined that improved response times or other forms of efficiency within their respective jurisdictions and/or service areas may be achieved. Such automatic aid/closest unit response plans and procedures shall be set forth in a Letter(s) of Understanding between the Fire Chiefs, and the Fire Chiefs are hereby authorized to enter into and amend said Letter(s) of Understanding on behalf of their respective parties, consistent with this Agreement and policies and procedures, if any, of the respective parties. The Fire Chiefs are also authorized to promulgate necessary administrative regulations and orders to implement and administer these plans and procedures.

**Section 3. Remuneration:** All costs associated with providing mutual assistance/automatic aid services under this Agreement shall be the responsibility of the agency rendering aid/assistance. Neither agency specified here shall seek reimbursement of costs associated with the rendering of mutual assistance/automatic aid services from the other agency.

The parties further agree that the agency rendering aid/assistance may request reimbursement for any expenditure of goods or services directly from the persons, parties, or company involved in, causing, or responsible for, the incident at the sole discretion of the agency rendering aid or assistance. The agency rendering aid/assistance for emergency medical services that requires transport service may request reimbursement for the transport service from the patient. The agency rendering service will handle insurance claims and collection in accordance with their policies and procedures and shall be in accordance with the latest Federal Medicare guidelines, if applicable.

If the rendering agency invoices the responsible party for the incident for reimbursement of the goods and services provided, a copy of such invoice shall be forwarded to the requesting agency as a matter of courtesy, provided however that the parties will not be required to provide copies of transport fee invoices to the other party and shall not otherwise use or disclose Protected Health Information (“PHI”) or Electronic Protected Health Information (“e-PHI”) except as permitted by the Health Insurance Portability and Accountability Act (“HIPAA”), the regulations promulgated thereunder, and any other applicable laws and regulations, all as may be amended from time to time.

**Section 4. Ability to Respond:** Each party may refuse to respond to a request for aid/assistance in the event it does not have the required equipment or manpower available or if, in its sole judgment, compliance with the request would jeopardize the protection of its own jurisdiction or personnel. Notwithstanding anything herein that may be construed to the contrary, the parties understand and agree that it is not the intention of the parties to subsidize the normal day-to-day

operations or shortages in staffing or equipment of the other party and that the mutual assistance/automatic aid provided hereunder is intended to be mutual in nature.

## **ARTICLE II: COMMON DISPATCH**

**Section 1. Common Dispatch:** The City shall be included within the Countywide Common Dispatch program implemented by the County. The County (through its Fire-Rescue Department) will provide the necessary equipment and services to implement and provide Common Dispatch and related communication services for the City as detailed herein. Each party hereby authorizes its Fire Chief or his designee to meet with the other party's Fire Chief or his designee to develop Common Dispatch plans and procedures, including but not limited to a list of necessary equipment, a time-line for Common Dispatch implementation, geographical response boundaries, and other operational details. These plans and procedures shall be set forth in a Letter(s) of Understanding between the Fire Chiefs, and the Fire Chiefs are hereby authorized to enter into and amend such Letter(s) of Understanding on behalf of their respective parties, consistent with this Agreement and policies and procedures, if any, of the respective parties. The Fire Chiefs are also authorized to promulgate necessary administrative regulations and orders to implement and administer these plans and procedures. The Letter(s) of Understanding shall specifically identify the City's level of participation in the Countywide Common Dispatch program, the equipment that will be provided by the County to the City for its use in implementing the dispatch services provided by County hereunder (hereinafter the "Equipment"), and a time-line for Common Dispatch implementation. The County shall maintain ownership of all said Equipment.

### **Section 2: City Responsibilities:**

The City agrees:

- A To maintain a Common Dispatch Letter of Understanding between the parties' Fire Chiefs as discussed above.
- B. To adopt dispatch protocols mutually agreed upon in the Letter of Understanding referenced in Article II, Section 1.
- C. To review response protocols every twelve (12) months.
- D. To transfer to County all 911 calls received by the City's Public Service Answering Point (PSAP) as soon as the need for fire-rescue services is identified.
- E. To use the Equipment provided by the County to implement the dispatch services provided by

the County hereunder.

- F. To notify the County in writing if any Equipment is lost, stolen or destroyed beyond repair.
- G. To reimburse the County for any Equipment that is lost, stolen or destroyed beyond repair.
- H. To notify the County and provide the County access to all Equipment requiring maintenance or repair.
- I. To promptly return all Equipment provided by County upon expiration or earlier termination of this Agreement.
- J. To certify the accuracy of City street addressing included in County database and on a continuing basis promptly notify the County of any necessary changes/updates to the street addressing database.
- K. To assist the County in the annual fixed asset inventory identification process.

**Section 3: County Responsibilities:**

The County agrees:

- A. To receive and dispatch in a timely manner all emergency calls for fire-rescue services received from the City's PSAP.
- B. To document unit times (e.g. response time, arrival at scene) in accordance with the standards adopted and established by the Countywide Level of Service Committee.
- C. To provide communication support for all emergency fire-rescue incidents.
- D. To provide for City's use the Equipment necessary to implement Common Dispatch services to the City.
- E. To provide maintenance and repair to dispatch related Equipment provided to the City by the County.
- F. To replace any Equipment that is lost, stolen or destroyed beyond repair.
- G. The commencement date for each of the County's responsibilities, as set forth in paragraphs A-F of this Section, shall be identified in the time-line set forth in the Letter of Understanding between the Fire Chiefs.

**ARTICLE III: GENERAL CONTRACT TERMS**

**Section 1. Preambles:** The facts set forth in the preambles to this Agreement are true and correct and are hereby reaffirmed by the parties.

**Section 2. Representative and Contract Monitor:** The County representative and contract

monitor during the performance of this Agreement shall be the Fire Chief, whose telephone number is (561) 616-7001. The City representative and contract monitor during the performance of this Agreement shall be the Fire Chief, whose telephone number is (561) 845-4104.

**Section 3. Employee Functions:** 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 the employee's employer.

**Section 4. Employee Claims, Benefits, etc.:** No employee, officer, or agent of either party shall, in connection with this Agreement or the performance of services and functions hereunder, have a right to or claim any pension, workers' compensation, unemployment compensation, civil service, or other employee rights, privileges, or benefits granted by operation of law or otherwise except through and against the entity by whom they are employed. No employee of either party shall be deemed the employee of the other, for any purpose, during the performance of services hereunder.

**Section 5. No Assumption of Liability:** Neither party to this Agreement nor their respective officers or employees shall be deemed to have assumed any liability for the negligent or wrongful acts or omissions of the other. Further, nothing herein shall be construed as a waiver of sovereign immunity.

**Section 6. Liability for Injury:** All the privileges and immunities from liability, exemptions from law, ordinance and rules, and all pensions and relief, disability, workers' compensation and other benefits which apply to the activity of the officers or employees of either party 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 extraterritorially. Liability for injury to personnel, and for loss or damage of equipment, shall be borne by the party employing such personnel, and owning or possessing such equipment.

**Section 7. Indemnification:** Each party shall be liable for its own actions and negligence and, to the extent permitted by law, County shall indemnify, defend and hold harmless the City against any actions, claims or damages arising out of County's negligence in connection with this Agreement and the City shall indemnify, defend and hold harmless the County against any actions, claims or damages arising out of the City's negligence in connection with this Agreement. The foregoing indemnification shall not constitute a waiver of sovereign immunity beyond the limits set forth in Florida Statutes, Section 768.28, nor shall the same be construed to constitute agreement by either party to indemnify the other party for such other party's negligent, willful or intentional acts or

omissions.

**Section 8. Effective Date and Term:** This Agreement shall take effect upon execution by both parties and will remain in full force and effect through September 30, 2019, unless sooner terminated as provided herein.

**Section 9. Notice of Termination:** Either party to this Agreement may, upon ninety (90) days prior written notice to the other, terminate this Agreement for any reason or for no reason at all.

**Section 10. Capital Improvement Plans:** Both parties to this Agreement, on an annual basis, shall exchange Capital Improvement Plans indicating projected location(s) and anticipated time frames for construction of future fire stations within their respective jurisdictions and/or service areas. It is understood that these plans may be modified subsequent to submission and said plans are subject to subsequent funding allocations and approvals.

**Section 11. Assignment of Rights:** Neither party shall assign, transfer or convey, in whole or in part, its rights, duties, or obligations without the prior written consent of the other.

**Section 12. Modification and Amendment:** No modification, amendment, or alteration in the terms or conditions of this Agreement shall be effective unless contained in a written document executed with the same formality and equality of dignity herewith.

**Section 13. Entirety of Agreement:** This Agreement represents the entire understanding of the parties and supersedes all other negotiations, representations, or agreements, either written or oral, relating to this Agreement.

**Section 14. Equal Opportunity:** Each party represents and warrants that it will not discriminate in the performance of services hereunder and that its employees and members of the general public benefitting from services hereunder will be treated equally and without regard to race, sex, sexual orientation, gender identity or expression, color, religion, disability, age, marital status, familial status, national origin or ancestry.

**Section 15. Annual Appropriations:** Each party's performance and obligation under this Agreement is contingent upon an annual budgetary appropriation by its respective governing body for

the purposes hereunder.

**Section 16. Remedies:** This Agreement shall be construed by and governed by the laws of the State of Florida. Any and all legal action necessary to enforce the Agreement will be held in Palm Beach County. No remedy herein conferred upon any party is intended to be exclusive of any other remedy and each and every 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.

**Section 17. Records:** Each party shall maintain all records pertaining to the services delivered under this Agreement for a period of at least three (3) years. Each party shall maintain records associated with this Agreement, including, but not limited to, all accounts, financial and technical records, research or reports, in accordance with Florida law.

**Section 18. Joint Preparation:** The preparation of this Agreement has been a joint effort of the parties, and the resulting document shall not, solely or as a matter of judicial constraint, be construed more severely against one of the parties than the other.

**Section 19. Notice of Suits:** Each party agrees to notify the other of any claim, or the initiation of any legal proceeding against it, which relates in any manner to the services provided by the other party. Each party will cooperate with the other in the defense of any suit or action arising out of, or related to, the services rendered under this Agreement.

**Section 20. Notices:** All written notices required under this Agreement shall be sent by certified mail, return receipt requested, and if sent to the County shall be mailed to:

Palm Beach County Fire Rescue  
Fire Rescue Administrator  
405 Pike Road  
West Palm Beach, FL 33411

and if sent to the City shall be mailed to:

City of Riviera Beach Fire Department  
Fire Chief  
600 West Blue Heron Boulevard  
Riviera Beach, FL 33404

Each party may change its address upon notice to the other.

**Section 21. Captions:** The captions and section designations herein set forth are for convenience only and shall have no substantive meaning.

**Section 22. Filing:** A copy of this Agreement shall be filed with the Clerk of the Circuit Court in and for Palm Beach County.

**Section 23. Enforcement Costs:** Any costs or expenses (including reasonable attorney's fees) associated with the enforcement of the terms and conditions of this Agreement shall be borne by the respective parties; provided, however, that this clause pertains only to the parties to this agreement.

**Section 24. Delegation of Duty:** Nothing contained herein shall be deemed to authorize the delegation of the constitutional or statutory duties of state, county, or City officers.

**Section 25. HIPAA Compliance:** Both parties acknowledge and agree that their respective fire-rescue departments are covered entities under the Health Insurance Portability and Accountability Act ("HIPAA") and therefore are bound by the provisions of HIPAA and the regulations promulgated thereunder (including the privacy and security rules), all as may be amended from time to time. Should any provision of this Agreement be determined to be inconsistent with the requirements of HIPAA and/or the regulations promulgated thereunder, then the parties shall promptly amend such provision as necessary to comply with HIPAA and its regulations.

**Section 26. Severability:** In the event that any section, paragraph, sentence, clause, or provision hereof is held invalid by a court of competent jurisdiction, such holding shall not affect the remaining portions of this Agreement and the same shall remain in full force and effect.

**Section 27. Survivability:** Any provision of this Agreement that is of a continuing nature, or which by its language or nature imposes an obligation or right that extends beyond the term of this Agreement, shall survive the expiration or earlier termination of this Agreement.

**Section 28. Termination of Existing Agreements**

The Emergency Services Agreement for Mutual Assistance and Automatic Aid between the parties effective October 1, 2009 (Contract No. R2009-1534) is hereby terminated as of the effective date of this Agreement. Notwithstanding anything herein to the contrary, the existing Letters of Understanding, entered into between the Fire Chiefs pursuant to Contract No. R2009-1534, that are in effect prior to the effectiveness of this Agreement shall be deemed to be renewed by the parties' Fire Chiefs upon the effectiveness of this Agreement. Said Letters of Understanding shall remain in effect until amended or rescinded by the parties' Fire Chiefs.

**Section 29: Conflict Resolution**

Any dispute or conflict between the parties that arises from the provision of services under this Agreement shall be presented in writing to the respective Contract Monitors. The Contract Monitors shall then meet to discuss the disputed issues and attempt in good faith to resolve the dispute or conflict prior to either party initiating the intergovernmental conflict resolution process provided for by Chapter 164, Florida Statutes.

**Section 30:** None of the provisions of this Agreement shall be construed to create any third-party beneficiary or to otherwise give any enforceable rights or benefits to any one other than the parties to this Agreement.

**[REMAINDER OF PAGE INTENTIONALLY LEFT BLANK]**

IN WITNESS WHEREOF, the undersigned parties have caused these presents to be signed by their duly authorized officers on the day and year first written above.

**ATTEST:**  
**SHARON R. BOCK,**  
**Clerk & Comptroller**

**PALM BEACH COUNTY, FLORIDA BY ITS**  
**BOARD OF COUNTY COMMISSIONERS**

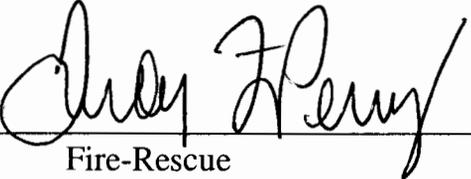
By: \_\_\_\_\_  
Deputy Clerk

By: \_\_\_\_\_  
John F. Koons, Chairman

**APPROVED AS TO FORM AND**  
**LEGAL SUFFICIENCY**

**APPROVED AS TO TERMS AND**  
**CONDITIONS**

By: \_\_\_\_\_  
County Attorney

By:  \_\_\_\_\_  
Fire-Rescue

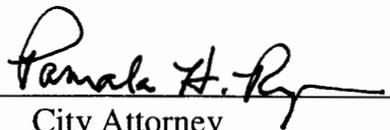
**ATTEST:**

**CITY OF RIVIERA BEACH, FLORIDA**

By: \_\_\_\_\_  
City Clerk

By: \_\_\_\_\_  
Thomas Masters, Mayor

**APPROVED AS TO FORM AND**  
**LEGAL SUFFICIENCY**

By:  \_\_\_\_\_  
City Attorney

RESOLUTION NO. 24-07

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF RIVIERA BEACH, PALM BEACH COUNTY, FLORIDA, AUTHORIZING THE MAYOR AND CITY CLERK TO EXECUTE AN EMERGENCY SERVICES AGREEMENT FOR MUTUAL ASSISTANCE, AUTOMATIC AID, AND DISPATCH SERVICES BETWEEN THE CITY OF RIVIERA BEACH AND PALM BEACH COUNTY FOR THE PROVISION OF FIRE AND EMERGENCY MEDICAL DISPATCH SERVICES; AND PROVIDING AN EFFECTIVE DATE.

**WHEREAS**, Section 163.01, Florida Statutes, allows governmental units to make the most use of their powers by enabling them to cooperate with other municipalities on a basis of mutual advantage; and

**WHEREAS**, it is deemed mutually advantageous for the City of Riviera Beach and Palm Beach County to enter into an agreement providing mutual assistance/automatic aid in time of emergency where the need created may be too great for either party to deal with unassisted or where the closest unit response is agreeable and in the public interest; and

**WHEREAS**, the County has approved funding from county-wide ad valorem tax revenues for county-wide common fire rescue dispatch services to be offered and provided by Palm Beach County Fire Rescue to any Fire Rescue provider in Palm Beach County; and

**WHEREAS**, the City of Riviera Beach is requesting to execute an agreement to utilize fire rescue dispatching services that will provide a real and substantial benefit to the residents and property in the City of Riviera Beach.

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

**Section 1:** The Mayor and City Clerk are authorized to execute a ten (10) year Emergency Services Agreement for Mutual Assistance, Automatic Aid and Dispatch Services with Palm Beach County as made a part of this resolution.

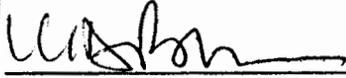
**Section 2:** This Resolution shall become effective upon its passage by City Council.

RESOLUTION NO. 24-07

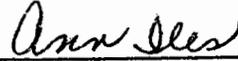
PAGE 2

PASSED and APPROVED this 21 day of February, 2007.

APPROVED:

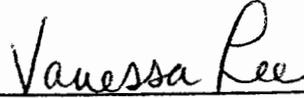


MICHAEL D. BROWN  
MAYOR



ANN ILES  
CHAIRPERSON

(MUNICIPAL SEAL)



VANESSA LEE  
CHAIR PRO TEM

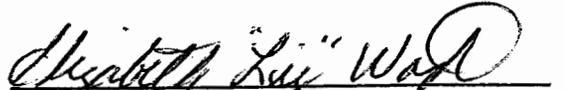
ATTEST:



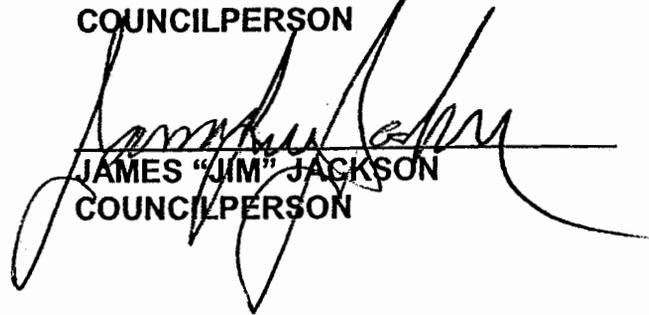
NORMA DUNCOMBE  
COUNCILPERSON



CARRIE E. WARD,  
MASTER MUNICIPAL CLERK  
CITY CLERK



ELIZABETH "LIZ" WADE  
COUNCILPERSON



JAMES "JIM" JACKSON  
COUNCILPERSON

MOTIONED BY: N. DUNCOMBE

SECONDED BY: V. LEE

A. ILES: AYE

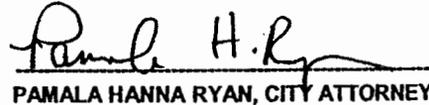
V. LEE: AYE

N. DUNCOMBE: AYE

E. WADE: AYE

J. JACKSON: AYE

REVIEWED AS TO LEGAL SUFFICIENCY



PAMALA HANNA RYAN, CITY ATTORNEY

Date: 2/14/07

**EMERGENCY SERVICES AGREEMENT  
FOR MUTUAL ASSISTANCE, AUTOMATIC AID, AND DISPATCH SERVICES  
BETWEEN  
PALM BEACH COUNTY AND THE CITY OF RIVIERA BEACH**

**THIS AGREEMENT** is made and entered into this 21 day of February, 2007, by and between PALM BEACH COUNTY, FLORIDA, a political subdivision of the State of Florida (hereinafter the "County"), by and through its Board of County Commissioners and the City of Riviera Beach, a Florida municipal corporation located in Palm Beach County, Florida (hereinafter the "City").

**WHEREAS**, Section 163.01, Florida Statutes, known as the "Florida Interlocal Cooperation Act of 1969," authorizes local governments to make the most efficient use of their power by enabling them to cooperate with other localities on a basis of mutual advantage and thereby to provide services and facilities that will harmonize geographic, economic, population and other factors influencing the needs and development of local communities.

**WHEREAS**, each of the parties to this Agreement presently maintains a fire-rescue department with fire rescue equipment, fire fighting personnel, emergency medical equipment, emergency medical personnel, and other emergency capabilities; and

**WHEREAS**, it is deemed mutually advantageous to enter into this Agreement providing for mutual assistance/automatic aid in times of emergency where the need created may be too great for either party to deal with unassisted or where a closest unit response is agreeable and in the public interest; and

**WHEREAS**, the County has approved funding from countywide ad valorem tax revenues for countywide common fire-rescue dispatch services (hereinafter "Countywide Common Dispatch" or "Common Dispatch") to be offered and provided by Palm Beach County Fire-Rescue to any fire-rescue providers in Palm Beach County that desire said services from the County, including the City; and

**WHEREAS**, the Countywide Common Dispatch program will provide a real and substantial benefit to the residents and property throughout Palm Beach County, including the residents and property within the City. This real and substantial benefit includes, but is not limited to, the ability to implement a closest unit response system; a more efficient deployment of mutual aid resources; enhanced emergency and disaster coordination between service providers; a more consistent recording and tracking of response time elements; and the ability to avoid confusion in dispatching calls received from mixed service areas with complex jurisdictional boundaries.

WHEREAS, the City and County desire to enter into this Agreement as a means to further enhance the fire-rescue services that they currently provide within their respective jurisdictions.

NOW, THEREFORE, in consideration of the terms and conditions set forth herein and the benefits following from each to the other, the County and the City do hereby agree as follows:

## **ARTICLE I: MUTUAL ASSISTANCE AND AUTOMATIC AID**

**Section 1. Request for Aid/Assistance:** The County and the City agree to provide assistance to each other for Fire Suppression, Emergency Medical Services, and Technical Rescue, within the terms and conditions set forth by this Agreement, and to formulate automatic aid plans and procedures under Section 2 of this Article. The assistance/automatic aid provided for by this Agreement shall extend to areas served by the parties through service agreements. Emergency mutual assistance/automatic aid will be given when properly requested unless the party from whom assistance is requested determines in accordance with Section 4 of this Article that it is unable to respond. The party requesting aid and/or assistance shall provide the following information at the time the request is made:

- a. The type and quantity of equipment and/or personnel needed; and
- b. The name and rank of the person making the request.

All requests shall be directed through the County's emergency communications center. The following officials of the participating parties are authorized to request aid and assistance under this Agreement: the respective Fire Chiefs, Assistant or Deputy Fire Chiefs, or Incident Commanders.

**Section 2. Command Authority:** In the event of an emergency which requires additional assistance, the Fire Chief of the jurisdiction in which the incident is located, or in his absence, the Assistant or Deputy Fire Chief or the Incident Commander, will direct the activities at the scene where the emergency exists, but personnel responding to the call will remain under the command of their own officers at all times. Each party shall retain control over its personnel and the rendition of services, standards of performance, discipline of officers and employees, and other matters incidental to the performance of services. Each party authorizes its Fire Chief or his designee to meet with the other party's Fire Chief or his designee and develop automatic aid/closest unit response plans and procedures, including but not limited to details regarding areas to be serviced and type and/or level of response, when the Fire Chiefs have determined that improved response times or other forms of efficiency within their respective jurisdictions and/or service areas may be achieved. Such automatic aid/closest unit response plans and procedures shall be set forth in a Letter(s) of Understanding between the Fire Chiefs, and the Fire Chiefs are hereby authorized to enter into and amend said

Letter(s) of Understanding on behalf of their respective parties, consistent with this Agreement and policies and procedures, if any, of the respective parties. The Fire Chiefs are also authorized to promulgate necessary administrative regulations and orders to implement and administer these plans and procedures.

**Section 3. Remuneration:** All costs associated with providing mutual assistance/automatic aid services under this Agreement shall be the responsibility of the agency rendering aid/assistance.

The parties further agree that the agency rendering aid/assistance may request reimbursement for any expenditure of goods or services directly from the persons, parties, or company involved in, causing, or responsible for, the incident at the sole discretion of the agency rendering aid or assistance. The agency rendering aid/assistance for emergency medical services that requires transport service may request reimbursement for the transport service from the patient. The agency rendering service will handle insurance claims and collection in accordance with their policies and procedures and shall be in accordance with the latest Federal Medicare guidelines, if applicable.

If the rendering agency invoices the responsible party for the incident for reimbursement of the goods and services provided, a copy of such invoice shall be forwarded to the requesting agency as a matter of courtesy, provided however that the parties will not be required to provide copies of transport fee invoices to the other party and shall not otherwise use or disclose Protected Health Information (“PHI”) or Electronic Protected Health Information (“e-PHI”) except as permitted by the Health Insurance Portability and Accountability Act (“HIPAA”), the regulations promulgated thereunder, and any other applicable laws and regulations, all as may be amended from time to time.

**Section 4. Ability to Respond:** Each party may refuse to respond to a request for aid/assistance in the event it does not have the required equipment or manpower available or if, in its sole judgment, compliance with the request would jeopardize the protection of its own jurisdiction or personnel. Notwithstanding anything herein that may be construed to the contrary, the parties understand and agree that it is not the intention of the parties to subsidize the normal day-to-day operations or shortages in staffing or equipment of the other party and that the mutual assistance/automatic aid provided hereunder is intended to be mutual in nature.

## **ARTICLE II: COMMON DISPATCH**

**Section 1. Common Dispatch:** The City shall be included within the Countywide Common Dispatch program implemented by the County. The County (through its Fire-Rescue Department) will provide the necessary equipment and services to implement and provide Common Dispatch and related communication services for the City as detailed herein. Each party hereby authorizes its Fire Chief or

his designee to meet with the other party's Fire Chief or his designee to develop Common Dispatch plans and procedures, including but not limited to a list of necessary equipment, a time-line for Common Dispatch implementation, geographical response boundaries, and other operational details. These plans and procedures shall be set forth in a Letter(s) of Understanding between the Fire Chiefs, and the Fire Chiefs are hereby authorized to enter into and amend such Letter(s) of Understanding on behalf of their respective parties, consistent with this Agreement and policies and procedures, if any, of the respective parties. The Fire Chiefs are also authorized to promulgate necessary administrative regulations and orders to implement and administer these plans and procedures. The Letter(s) of Understanding shall specifically identify the City's level of participation in the Countywide Common Dispatch program, the equipment that will be provided by the County to the City for its use in implementing the dispatch services provided by County hereunder (hereinafter the "Equipment"), and a time-line for Common Dispatch implementation. The County shall maintain ownership of all said Equipment.

## **Section 2: City Responsibilities:**

The City agrees:

- A. To maintain a Common Dispatch Letter of Understanding between the parties' Fire Chiefs as discussed above.
- B. To adopt dispatch protocols mutually agreed upon in the Letter of Understanding referenced in Article II, Section 1.
- C. To review response protocols every twelve (12) months.
- D. To transfer to County all 911 calls received by the City's Public Service Answering Point (PSAP) as soon as the need for fire-rescue services is identified.
- E. To use the Equipment provided by the County to implement the dispatch services provided by the County hereunder.
- F. To notify the County in writing if any Equipment is lost, stolen or destroyed beyond repair.
- G. To reimburse the County for any Equipment that is lost, stolen or destroyed beyond repair.
- H. To notify the County and provide the County access to all Equipment requiring maintenance or repair.
- I. To promptly return all Equipment provided by County upon expiration or earlier termination of this Agreement.
- J. To certify the accuracy of City street addressing included in County database and on a continuing basis promptly notify the County of any necessary changes/updates to the street addressing database.

K. To assist the County in the annual fixed asset inventory identification process.

**Section 3: County Responsibilities:**

The County agrees:

- A. To receive and dispatch in a timely manner all emergency calls for fire-rescue services received from the City's PSAP.
- B. To document unit times (e.g. response time, arrival at scene) in accordance with the standards adopted and established by the Countywide Level of Service Committee.
- C. To provide communication support for all emergency fire-rescue incidents.
- D. To provide for City's use the Equipment necessary to implement Common Dispatch services to the City.
- E. To provide maintenance and repair to dispatch related Equipment provided to the City by the County.
- F. To replace any Equipment that is lost, stolen or destroyed beyond repair.
- G. The commencement date for each of the County's responsibilities, as set forth in paragraphs A-F of this Section, shall be identified in the time-line set forth in the Letter of Understanding between the Fire Chiefs.

**ARTICLE III: GENERAL CONTRACT TERMS**

**Section 1. Preambles:** The facts set forth in the preambles to this Agreement are true and correct and are hereby reaffirmed by the parties.

**Section 2. Representative and Contract Monitor:** The County representative and contract monitor during the performance of this Agreement shall be the Deputy Chief of Operations, whose telephone number is (561) 616-7008. The City representative and contract monitor during the performance of this Agreement shall be the Fire Chief, whose telephone number is (561) 845-4104.

**Section 3. Employee Functions:** 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 the employee's employer.

**Section 4. Employee Claims, Benefits, etc.:** No employee, officer, or agent of either party shall, in connection with this Agreement or the performance of services and functions hereunder, have a right to or claim any pension, workers' compensation, unemployment compensation, civil service, or other employee rights, privileges, or benefits granted by operation of law or otherwise except through and against the entity by whom they are employed. No employee of either party shall be deemed the employee of the other, for any purpose, during the performance of services hereunder.

**Section 5. No Assumption of Liability:** Neither party to this Agreement nor their respective officers or employees shall be deemed to have assumed any liability for the negligent or wrongful acts or omissions of the other. Further, nothing herein shall be construed as a waiver of sovereign immunity.

**Section 6. Liability for Injury:** All the privileges and immunities from liability, exemptions from law, ordinance and rules, and all pensions and relief, disability, workers' compensation and other benefits which apply to the activity of the officers or employees of either party 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 extraterritorially. Liability for injury to personnel, and for loss or damage of equipment, shall be borne by the party employing such personnel, and owning or possessing such equipment.

**Section 7. Indemnification:** Each party shall be liable for its own actions and negligence and, to the extent permitted by law, County shall indemnify, defend and hold harmless the City against any actions, claims or damages arising out of County's negligence in connection with this Agreement and the City shall indemnify, defend and hold harmless the County against any actions, claims or damages arising out of the City's negligence in connection with this Agreement. The foregoing indemnification shall not constitute a waiver of sovereign immunity beyond the limits set forth in Florida Statutes, Section 768.28, nor shall the same be construed to constitute agreement by either party to indemnify the other party for such other party's negligent, willful or intentional acts or omissions.

**Section 8. Effective Date and Term:** This Agreement shall take effect upon approval by all parties and continue for a term of ten years, unless sooner terminated as provided herein.

**Section 9. Notice of Termination:** Either party to this Agreement may, upon ninety (90) days prior written notice to the other, terminate this Agreement for any reason or for no reason at all.

**Section 10. Capital Improvement Plans:** Both parties to this Agreement, on an annual basis, shall exchange Capital Improvement Plans indicating projected location(s) and anticipated time frames for construction of future fire stations within their respective jurisdictions and/or service areas. It is understood that these plans may be modified subsequent to submission and said plans are subject to subsequent funding allocations and approvals.

**Section 11. Assignment of Rights:** Neither party shall assign, transfer or convey, in whole or in part, its rights, duties, or obligations without the prior written consent of the other.

**Section 12. Modification and Amendment:** No modification, amendment, or alteration in the terms or conditions of this Agreement shall be effective unless contained in a written document executed with the same formality and equality of dignity herewith.

**Section 13. Entirety of Agreement:** This Agreement represents the entire understanding of the parties and supersedes all other negotiations, representations, or agreements, either written or oral, relating to this Agreement.

**Section 14. Equal Opportunity:** Each party represents and warrants that it will not discriminate in the performance of services hereunder and that its employees and members of the general public benefiting from services hereunder will be treated equally and without regard to race, sex, sexual orientation, color, religion, disability, age, marital status, national origin or ancestry.

**Section 15. Annual Appropriations:** Each party's performance and obligation under this Agreement is contingent upon an annual budgetary appropriation by its respective governing body for the purposes hereunder.

**Section 16. Remedies:** This Agreement shall be construed by and governed by the laws of the State of Florida. Any and all legal action necessary to enforce the Agreement will be held in Palm Beach County. No remedy herein conferred upon any party is intended to be exclusive of any other remedy and each and every 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.

**Section 17. Records:** Each party shall maintain all records pertaining to the services delivered under this Agreement for a period of at least three (3) years. Each party shall maintain records associated with this Agreement, including, but not limited to, all accounts, financial and technical records, research or reports, in accordance with Florida law.

**Section 18. Joint Preparation:** The preparation of this Agreement has been a joint effort of the parties, and the resulting document shall not, solely or as a matter of judicial constraint, be construed more severely against one of the parties than the other.

**Section 19. Notice of Suits:** Each party agrees to notify the other of any claim, or the initiation of any legal proceeding against it, which relates in any manner to the services provided by the other party. Each party will cooperate with the other in the defense of any suit or action arising out of, or related to, the services rendered under this Agreement.

**Section 20. Notices:** All written notices required under this Agreement shall be sent by certified mail, return receipt requested, and if sent to the County shall be mailed to:

Palm Beach County Fire Rescue  
Fire Rescue Administrator  
50 S. Military Trail, Suite 101  
West Palm Beach, FL 33415

and if sent to the City shall be mailed to:

Fire Chief  
City of Riviera Beach Fire Department  
600 West Blue Heron Boulevard  
Riviera Beach, FL 33404

Each party may change its address upon notice to the other.

**Section 21. Captions:** The captions and section designations herein set forth are for convenience only and shall have no substantive meaning.

**Section 22. Filing:** A copy of this Agreement shall be filed with the Clerk of the Circuit Court in and for Palm Beach County.

**Section 23. Enforcement Costs:** Any costs or expenses (including reasonable attorney's fees) associated with the enforcement of the terms and conditions of this Agreement shall be borne by the respective parties; provided, however, that this clause pertains only to the parties to this agreement.

**Section 24. Delegation of Duty:** Nothing contained herein shall be deemed to authorize the delegation of the constitutional or statutory duties of state, county, or City officers.

**Section 25. HIPAA Compliance:** Both parties acknowledge and agree that their respective fire-rescue departments are covered entities under the Health Insurance Portability and Accountability Act ("HIPAA") and therefore are bound by the provisions of HIPAA and the regulations promulgated thereunder (including the privacy and security rules), all as may be amended from time to time. Should any provision of this Agreement be determined to be inconsistent with the requirements of HIPAA and/or the regulations promulgated thereunder, then the parties shall promptly amend such provision as necessary to comply with HIPAA and its regulations.

**Section 26. Severability:** In the event that any section, paragraph, sentence, clause, or provision hereof is held invalid by a court of competent jurisdiction, such holding shall not affect the remaining portions of this Agreement and the same shall remain in full force and effect.

**Section 27. Survivability:** Any provision of this Agreement that is of a continuing nature, or which by its language or nature imposes an obligation or right that extends beyond the term of this

Agreement, shall survive the expiration or earlier termination of this Agreement.

**Section 28. Termination of Existing Agreements**

The Emergency Services Agreement for Mutual Assistance and Automatic Aid between the parties effective October 1, 2002 (Contract No. R2002-1587) is hereby terminated as of the effective date of this Agreement. Notwithstanding anything herein to the contrary, the existing Letters of Understanding, entered into between the Fire Chiefs pursuant to Contract No. R2002-1587, that are in effect immediately prior to the effectiveness of this Agreement shall be deemed to be renewed by the parties' Fire Chiefs upon the effectiveness of this Agreement. Said Letters of Understanding shall remain in effect until amended or rescinded by the parties' Fire Chiefs.

**Section 29: Conflict Resolution**

Any dispute or conflict between the parties that arises from the provision of services under this Agreement shall be presented in writing to the respective Contract Monitors. The Contract Monitors shall then meet to discuss the disputed issues and attempt in good faith to resolve the dispute or conflict prior to either party initiating the intergovernmental conflict resolution process provided for by Chapter 164, Florida Statutes.

**Section 30:** None of the provisions of this Agreement shall be construed to create any third-party beneficiary or to otherwise give any enforceable rights or benefits to any one other than the parties to this Agreement.

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

MEETING DATE: November 18, 2009

AGENDA ITEM SUMMARY NO. F09-112-1

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

- DISCUSSION
- RESOLUTION
- ORDINANCE ON SECOND READING

**TITLE/SUBJECT:** RESOLUTION – Resolution to ratify the Labor Agreement between the City of Riviera Beach and International Union of Police Association (IUPA) representing the Police Lieutenants.

**RECOMMENDATION / MOTION:** That City Council approve the Resolution authorizing the City Manager and City Clerk to sign the Labor Agreement between the City and the International Union of Police Association. This union represents the Police Lieutenants. The Finance Director is authorized to appropriate funds from the General Fund Fund Balance in the amount of \$22,043 for the 2008-2009 related salary increase.

**DEPARTMENTAL APPROVAL REVIEW & DATE**

◆Assistant City Manager <i>11/5/09 PDM</i>	Utility District
◆City Attorney <i>PDM 11/10/09</i>	Marina
◆City Clerk	◆Police
Community Development	Public Works
◆Finance <i>FIS-09</i>	Purchasing
Fire	Recreation & Parks
◆Human Resources <i>11/4/09</i>	IS
Library	Other

APPROVED BY CITY MANAGER: *Ruth C. Jensen*

DATE: 11-12-09

Originating Dept. Human Resources <i>[Signature]</i>	Costs: \$ 22,043 - Police Lieutenants (based on anniversary date)  Current FY: 2008/2009  Funding Source: <input type="checkbox"/> Capital Improvement <input checked="" type="checkbox"/> Operating <input type="checkbox"/> Other:  Budget Account Number: 001-00-399999 General Fund Fund Balance \$22,043	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. Advertised: Date: Paper: <input type="checkbox"/> Not Required  Affected Parties <input type="checkbox"/> Notified <input type="checkbox"/> Not Required		Attachments: 1. Resolution 2. Revised articles of contract 3. Memo from union's attorney regarding the IUPA ratification vote. 4. IUPA Contract

**SUMMARY:** On September 30, 2008, the labor agreement between IUPA and the City expired. Upon completion of labor negotiations between the City and IUPA, an agreement was reached. Three (3) articles in the bargaining agreement were revised. The term of the contract is for one (1) year with an expiration date of September 30, 2009.

**Item No. 10**

**BACKGROUND:**

Negotiations commenced with IUPA September 16, 2008 and ended February 4, 2009. The Police Officers and Sergeants met with the City at the negotiation table. Past practice has been that the City would meet with the Police Lieutenants immediately following the Police Officers and Sergeants negotiation. However, during this period of negotiations, the Police Lieutenants did not report to the table until September 18, 2009, which was the only session they attended. At that time, they tentatively agreed with the below articles.

Currently staff recommends that City Council ratify the bargaining agreement between the City of Riviera Beach and the International Union of Police Association for the Police Lieutenants through approval of the resolution.

Below is a brief description of the revised articles:

**ARTICLE 2: Terms of Agreement** - This agreement shall be effective October 1, 2008 and shall remain in full force and effective through the 30<sup>th</sup> day of September 2009. The duration of this agreement shall be for a term of one (1) year.

**ARTICLE 17: Hazard Duty Pay** – Insert language to state Special Response Team (SRT) to replace Special Weapons And Tactics (SWAT) Team.

**ARTICLE 34: Wages** – Effective upon ratification, employees will, on their anniversary date between October 1, 2008 – September 30, 2009 will receive three percent (3%) on their annual evaluation date. The City shall retroactively increase the employee's salary to three percent (3%) on employee's anniversary date.

Attached is a copy of IUPA ratification vote representing the Police Lieutenants.

Request is that the City Council approve the resolution to authorize the City Manager and City Clerk to execute the agreement between IUPA and the City of Riviera Beach.

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

**MEETING DATE:** November 18, 2009

**AGENDA SUMMARY NO.** F09-112-2

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

- REGULAR  
 RESOLUTION  
 DISCUSSION & DELIBERATION  
 BOARD APPOINTMENT  
 WORKSHOP

**SUBJECT: RETIREMENT MEMENTOS** – to be presented to PATRICK GALLIGAN for twenty-three (23) years of dedicated service to the Police Department and the citizens of Riviera Beach.

**RECOMMENDATION / MOTION:** The Mayor to present retirement gift and plaque to PATRICK GALLIGAN, Police Sergeant, who retired from the Police Department on October 9, 2009 after twenty-three (23) years of dedicated service to the City and the citizens of Riviera Beach.

**DEPARTMENTAL APPROVAL REVIEW & DATE**

• Assistant City Manager <i>pdw 11/5/09</i>	Library
• City Attorney <i>PKL 11/5/09</i>	Marina
• City Clerk	• Police <i>CAW 11/5/09</i>
Community Development	Public Works
• Finance <i>NA</i>	Purchasing
Fire	Recreation & Parks
• Human Resources <i>11/3/09</i>	Utility District
Information Technology	Other

APPROVED BY CITY MANAGER: *Frank C. Jones* DATE: 11-12-09

Originating Dept.  HUMAN RESOURCES <i>[Signature]</i>	Costs: Plaque <u>\$ 75.00</u> approx. Watch <u>\$250.00</u> approx. Current FY:  Funding Source: <input type="checkbox"/> Capital Improvement <input type="checkbox"/> Operating <input type="checkbox"/> Other _____  Budget Account Number: 001-0817-521-0-5201	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.  Advertised: Date: Paper: <input checked="" type="checkbox"/> Not Required  Affected Parties <input type="checkbox"/> Notified <input checked="" type="checkbox"/> Not Required		Attachments:  1. Synopsis of Patrick Galligan's employment from the Police Department.

BACKGROUND/SUMMARY: SEE ATTACHED

**Item No. 11**

# 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	<u>\$325.00</u>				
External Revenues					
Program Income (City)					
In-Kind Match (City)					
<b>NET FISCAL IMPACT</b>	<u><b>\$325.00</b></u>				

NO. ADDITIONAL FTE  
POSITIONS (Cumulative)

Is Item Included in Current Budget? Yes  No   
\*Budget Account No.: Fund 001 Dept/Div. 817 521 Object 0-5201

Reporting Category \_\_\_\_\_

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

C. Departmental Fiscal Review:

  
\_\_\_\_\_

## III. REVIEW COMMENTS

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

\_\_\_\_\_  
Finance Department

\_\_\_\_\_  
Purchasing and Grants

### B. Other Department Review:

\_\_\_\_\_  
Department Director

## Profile



Sergeant Patrick Galligan  
Sergeant of Police  
March 31, 1986 - October 9, 2009

Patrick Galligan joined the Riviera Beach Police Department on March 31, 1986. He has served in the following areas: Patrol Division, Vice Unit, Forfeiture Unit and Detective Division. In 2000, he was promoted to Sergeant of Police while assigned to the Detective Division. Sergeant Galligan has received numerous commendations; the Combat Cross, a Purple Heart and Life Savings Award and have well over 2000 hours of specialized training.

In 1995 he was selected Officer of the year by the Palm Beach County Victim Services and by the Adam Walsh Center for Missing and Exploited Children. In 2002 he was selected Officer of the Year by FDLE Missing Children Task Force. In 2003 Patrick Galligan was selected Officer of the Year by Florida Law Enforcement Public Information Officers Association for public relations. Sergeant Galligan assisted in developing protocol for a child abuse data base and in authoring the City's ordinance for sexual offenders and child predators.

Sergeant Galligan married his wife Debbie in 1981 and has a son, Tim who is 22 yrs old and a daughter, Caitlin who is 20 yrs old. Sergeant Galligan will spend his time making up for lost time with his family and playing golf. Sergeant Galligan loves his sport teams, New York Yankees and New York Jets.

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

MEETING DATE: November 18, 2009

AGENDA SUMMARY NO. F09-112-3

- AWARDS / PRESENTATIONS / PETITIONS
- CONSENT
- PUBLIC HEARING

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

- ORDINANCE ON SECOND READING
- ORDINANCE ON FIRST READING

**SUBJECT: RETIREMENT MEMENTOS** – to be presented to WILLIAM SHEPHERD for twenty (20) years of dedicated service to the Police Department and the citizens of Riviera Beach.

**RECOMMENDATION / MOTION:** The Mayor to present retirement gift and plaque to WILLIAM SHEPHERD, Police Officer, who retired from the Police Department on October 15, 2009 after twenty (20) years of dedicated service to the City and the citizens of Riviera Beach.

**DEPARTMENTAL APPROVAL REVIEW & DATE**

• Assistant City Manager <i>PRW 11/4/09</i>	Library
• City Attorney <i>PRW 11/5/09</i>	Marina
• City Clerk	• Police <i>CAW 11/5/09</i>
Community Development	Public Works
• Finance <i>NA</i>	Purchasing
Fire	Recreation & Parks
• Human Resources <i>HP 11/3/09</i>	Utility District
Information Technology	Other

APPROVED BY CITY MANAGER: *[Signature]* DATE: 11-12-09

Originating Dept.  HUMAN RESOURCES <i>[Signature]</i>	Costs: Plaque <u>\$ 75.00</u> approx. Watch <u>\$250.00</u> approx. Current FY:  Funding Source: <input type="checkbox"/> Capital Improvement <input type="checkbox"/> Operating <input type="checkbox"/> Other _____  Budget Account Number: 001-0817-521-0-5201	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.		
Advertised: Date: Paper: <input checked="" type="checkbox"/> Not Required  Affected Parties <input type="checkbox"/> Notified <input checked="" type="checkbox"/> Not Required		Attachments:  1. Synopsis of William Shepherd's employment from the Police Department.

BACKGROUND/SUMMARY: SEE ATTACHED

**Item No. 12**

# 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	<u>\$325.00</u>	_____	_____	_____	_____
External Revenues	_____	_____	_____	_____	_____
Program Income (City)	_____	_____	_____	_____	_____
In-Kind Match (City)	_____	_____	_____	_____	_____
<b>NET FISCAL IMPACT</b>	<u>\$325.00</u>	_____	_____	_____	_____

NO. ADDITIONAL FTE  
POSITIONS (Cumulative)

\_\_\_\_\_

Is Item Included in Current Budget?

Yes

X

No

\*Budget Account No.:

Fund 001 Dept/Div.

817

521 Object 0-5201

Reporting Category \_\_\_\_\_

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

C. Departmental Fiscal Review:

 \_\_\_\_\_

## III. REVIEW COMMENTS

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

\_\_\_\_\_  
Finance Department

\_\_\_\_\_  
Purchasing and Grants

B. Other Department Review:

\_\_\_\_\_  
Department Director

## Profile



**OFFICER WILLIAM KEITH SHEPHERD**

**Police Officer**

**June 26, 1989 to October 15, 2009**

William Keith Shepherd joined the Riviera Beach Police Department on June 26, 1989. He served in the following areas: Patrol Division, Vice Unit, P.B.S.O. MAN UNIT, Marine Patrol, and the Burglary Task Force. Officer Shepherd was on the Riviera Beach Police Special Response Team (S.R.T.) and was an Instructor for the department. He has received several letters of commendations, three Life Saving Awards and has well over 300 hours of specialized training.

Officer Shepherd met his wife while in Michigan and was married two days before he started the police academy. Officer Shepherd flew down from Michigan and started the academy. Weeks later after receiving his first pay check, he flew home to pick up his bride. Officer Shepherd has a son, Nicolas who is 16 yrs of age. On October 28, 2009 Officer Shepherd will start working as a Police Officer for the City of Manalapan. Officer Shepherd's hobbies are hunting, fishing and diving. He will be missed by the Department.

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

MEETING DATE: NOVEMBER 18, 2009

AGENDA SUMMARY NO. O09-0112-1

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

- DISCUSSION (Mayor & City Council)
- RESOLUTION

**SUBJECT: PRESENTATION OF CERTIFICATE OF APPRECIATION TO DAVID HALL - PARKS AND RECREATION, QUENTIN JACOBS - POLICE DEPARTMENT, ASSISTANT CHIEF DANNY JONES - POLICE DEPARTMENT, AND JEFF GAGNON - COMMUNITY DEVELOPMENT.**

**RECOMMENDATION / MOTION: COMMEND CITY EMPLOYEES WHO ASSISTED CHAIR PRO-TEM JUDY L. DAVIS WITH SENIOR CITIZEN HOUSE PAINTING PROJECTS.**

**DEPARTMENTAL APPROVAL REVIEW & DATE**

City Attorney	Marina
City Clerk	Police
Community Development	Public Works
Finance	Purchasing
Fire	Recreation & Parks
Human Resources	Water & Sewer
Library	Other

APPROVED BY CITY MANAGER: *Ruth C. Jones*

DATE: 11-12-09.

Originating Dept. <b>CITY COUNCIL</b>	Costs: \$ <u>N/A</u>  Current FY: <u>\$N/A</u>  Funding Source: <input type="checkbox"/> Capital Improvement <input type="checkbox"/> Operating <input type="checkbox"/> Other	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. All 	Budget Account Number:	Attachments:
Advertised: Date: Paper: <input checked="" type="checkbox"/> Not Required <input type="checkbox"/> Required  Affected Parties <input checked="" type="checkbox"/> Notified <input type="checkbox"/> Not Required		

**BACKGROUND/SUMMARY:** For over a year Chair Pro-Tem Judy Davis has facilitated a project that uses volunteers to paint homes owned and occupied by senior citizens. Several city employees assisted during the most recent projects. These employees heard about the initiative and informed Pro-Tem Davis of their desire to help. The homes were painted free of charge to the residents and without compensation to volunteers.

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

**MEETING DATE:** November 18, 2009

**AGENDA ITEM SUMMARY NO.** A09-112-1

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

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

**SUBJECT:** Riviera Beach Public Library Long Range Planning for State Aid to Libraries Grant Funding.

**RECOMMENDATION / MOTION:** Staff recommends approval of this resolution.

**INTER-DEPARTMENTAL REVIEW & DATE**

• Assistant City Manager <i>POW 11/12/09</i>	• Library <i>CL 11/9/09</i>
• City Attorney <i>YML 11/10/09</i>	Marina
• City Clerk <i>AD 11/12/09</i>	Police
Community Development	Public Works
• Finance <i>11-9-09</i>	Purchasing
Fire	Recreation & Parks
Human Resources	Utilities
Information Systems	Other

**APPROVED BY CITY MANAGER:** *Ruth C. Jordan*

**DATE:** 11-12-09

Originating Dept. Library <i>CL</i>	<b>Costs: \$2,500.00</b>  Current FY: <u>2009-10</u>  Funding Source: <input type="checkbox"/> Capital Improvement <input type="checkbox"/> Operating <input checked="" type="checkbox"/> Other	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. All		Attachments: 1. Resolution 2. Long Range Plan 2009-2014 3. <b>Fiscal Impact Analysis</b>
Advertised: <input type="checkbox"/> Not Required  <b>Affected Parties</b> <input type="checkbox"/> Notified <input checked="" type="checkbox"/> Not Required	Budget Account Number: 001-0817-521-0-4601	

**BACKGROUND / SUMMARY:**

The Long Range Plan for the Riviera Beach Public Library is an agreement on primary strategic directions based on the *Public Library Process Service Responses* in preparing an application for State Aid to Libraries Grant Funding.

The plan will be supplemented by an Annual Plan of Service which is filed by December 1<sup>st</sup>. The Annual Plan of Service will contain activities to be accomplished within the coming year.

**Item No. 14**

EXHIBIT A-1

**II. FISCAL IMPACT ANALYSIS**

**A. Five Year Summary of Fiscal Impact:**

Fiscal Years	2010	2011	2012	2013	2014
Capital Expenditures	_____	_____	_____	_____	_____
Operating Costs	_____	_____	_____	_____	_____
External Revenues	<u>\$500</u>	<u>\$500</u>	<u>\$500</u>	<u>\$500</u>	<u>\$500</u>
Program Income (City)	<u>\$2000</u>	<u>\$2050</u>	<u>\$2100</u>	<u>\$2150</u>	<u>\$2200</u>
In-Kind Match (City)	_____	_____	_____	_____	_____
<b>NET FISCAL IMPACT</b>	<u>\$2500</u>	<u>\$2550</u>	<u>\$2600</u>	<u>\$2650</u>	<u>\$2700</u>
<b>NO. ADDITIONAL FTE POSITIONS (Cumulative)</b>	<u>n/a</u>	<u>n/a</u>	<u>n/a</u>	<u>n/a</u>	<u>n/a</u>
Is Item Included In Current Budget?	Yes <u>  </u> No <u>  </u>				
Budget Account No.:	Fund 001	Dept/Division _____	Org. _____	Object _____	Reporting Category _____

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

**C. Departmental Fiscal Review:** Cynthia Cobb  
Cynthia Cobb, Library Director

**III. REVIEW COMMENTS**

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

*Included in the current budget.*

[Signature]  
Finance Department *11-9-09* 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, APPROVING THE LONG RANGE PLAN FOR THE RIVIERA BEACH PUBLIC LIBRARY, REQUESTING STATE AID TO LIBRARIES GRANT FUNDING; AND PROVIDING AN EFFECTIVE DATE.**

**WHEREAS**, effective July 1, 2003, the Florida Legislature amended Chapter 257 Florida Statutes to allow application for State Aid to Libraries Grant Funding by municipalities; and

**WHEREAS**, in order to meet the requirements for application for State Aid to Libraries Grant Funding, the city of Riviera Beach is required to approve submission of same, and

**WHEREAS**, the City of Riviera Beach already entitles its residents, property owners, children who attend public schools within the City of Riviera Beach, teachers and staff of public schools within its municipal boundaries, and municipal employees, the procurement of free library services; and

**WHEREAS**, the City Council of the City of Riviera Beach, Florida, deems that it is in the best interest to allow all residents of Palm Beach county, Florida, the procurement of a free library card, so that the City of Riviera Beach may qualify for State Aid to Libraries Grant Funding under Chapter 257 Florida Statutes.

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

**SECTION 1.** The foregoing "Whereas" clauses are hereby ratified and confirmed as being true and correct and are hereby made a specific part of this Resolution upon adoption hereof.

**SECTION 2.** The City Council hereby affirms that the City of Riviera Beach is an eligible political subdivision, is the single administrative library unit, and is the designated governing body to provide library services.

**SECTION 3.** The Library Director shall be the single administrative head employed by the City of Riviera Beach, Florida, to manage the operations of the library with an approved job description, an accredited American Library Association professional degree, and two (2) years of post-degree professional experience in a public library.

**SECTION 4.** All State Aid to Libraries Grant Funding will be centrally expended by the single administrative head as a part of the library's budget.

**SECTION 5.** The library will extend reciprocal borrowing privileges to all resident of the service area.

**SECTION 6.** The Riviera Beach Library will cooperate with all participating libraries, including the Palm Beach County Library System, for joint planning and coordination of library services.

**SECTION 7.** The Riviera Beach Public Library will continue to operate a minimum of forty (40) hours per week.

**SECTION 8.** The City Council hereby authorizes the filing of an application for State Aid to Libraries Grant Funding and appropriate City Officials are authorized to execute the application.

**SECTION 9.** The Riviera Beach Public Library will plan, implement, and execute programs to support the activities of the Plan.

**SECTION 10.** The Riviera Beach Public Library will promote services and initiatives to meet an overall exemplary level.

**SECTION 11.** This Resolution shall take effect upon its passage and adoption by City Council.

Passed and Approved this \_\_\_\_\_ day of \_\_\_\_\_, 2009.

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: \_\_\_\_\_

B. BROOKS \_\_\_\_\_

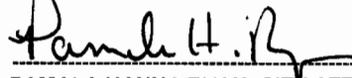
J. DAVIS \_\_\_\_\_

T. JOHNSON \_\_\_\_\_

D. PARDO \_\_\_\_\_

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

REVIEWED AS TO LEGAL SUFFICIENCY

  
\_\_\_\_\_  
PAMALA HANNA RYAN, CITY ATTORNEY

DATE: 11/10/09

**Riviera Beach Public Library**  
**Long Range Plan**  
**2009 - 2014**

# Overview and Planning Process

The Riviera Beach Public Library is applying for State Aid October 1, 2009. This plan meets the requirement that the library have a long range plan covering three to five years to qualify for the Operating State Aid Grant. This plan is supplemented by an Annual Plan of Service and Budget which is filed December 1 yearly, another requirement to receive this State Grant. The Annual Plan of Service contains activities to be accomplished within the coming year. Libraries apply for State Aid every October 1, but a new long range plan is only required when the current plan is out of date.

This plan was developed with input from the staff, library advisory board and community representatives using the Public Library Association (PLA) Planning Process. PLA has defined 18 Service Responses which describe the typical roles or services provided by public libraries in the United States. This planning process assumes that a library plan is based on community needs and local strategic directions set by the City of Riviera Beach. It also assumes that the purpose of a plan is to provide a road map, set priorities and guide the distribution of resources.

Most public libraries have four resources to invest: Collection, Staff, Technology and Facilities. Each role/service response requires a different mix of resources. As a library realigns their priorities, resources must be reallocated to best achieve the goals.

A decision tree was used to help determine those priorities most appropriate for Riviera Beach. It takes into consideration the following questions.

-- Is the library best suited to meet this need?

If yes, how many other organizations are working to meet this need? If there are many, consider collaborating with the most effective organizations. If few, **seriously consider meeting this need as a priority service area for the library.**

If no, how many other organizations are working to meet this need? If many, the library has no role. If few, the library can encourage organizations that are suited to meet this need.

A consultant from the State Library and Archives of Florida facilitated two sessions to prepare the plan, one with staff and the other with a planning committee.

The plan will continue to be revised and updated based on the needs and changes within the Riviera Beach community. The Annual Plan of Service will include more detailed activities to implement the strategic directions outlined in this plan.

# Mission Statement

The Riviera Beach Public Library is supported and funded by the City of Riviera Beach, who recognizes the need for providing its citizens and users with information and resources that provide personal growth and enrichment through cultural, informational and recreational exposure to recorded knowledge of all fields in a variety of formats.

# Library and Community

## LIBRARY

The Riviera Beach Public Library (RBPL) has two facilities, a 14,600 building located in the city complex, and a Cybermobile put in service September 2009. The library is open more than 40 hours. Forty hours is the minimum required to receive State Aid. 17,465 library cards have been issued; 13,775 are Riviera Beach residents. They have access to 81,000 books, 1,320 videos, 2,117 audio materials and 45 computers. The library's operating budget is \$672,150 as of 2009.

Residents borrowed 76,427 items this year and visited the library 119,541 times and used the public internet computers 6,700 times.

The Cybermobile is 37 feet long, 92 inches wide inside and 11 feet high. It contains 7 public computer stations and 2,500 titles. It began providing service in September 2009.

## COMMUNITY

The incorporated area of Riviera Beach covers 8 square miles in North Palm Beach County. The State & County Quick Facts Report from the US Census dated August 26, 2009 provided the following statistics. There are 35,846 residents, an increase of 19.9% from April 1, 2000 to July 1, 2006. Twenty-nine percent of the residents are under 18 years old, and 15% are 65 years and older. Of the local residents, 67.8% are black, 27.8% white and 4.5% are Hispanic.

Seventy-two percent of the residents 25 and older have a high school diploma as compared to the state average of 79.9% and 17.7% have a bachelors degree or higher as compared to 22.3% in Florida. The per capital income is \$18,847 as compared to the state income of \$21,557. The report stated that there are 23% people living below poverty level as compared to 12.5% for Florida.

# Summary of Library Goals

*The planning committee selected the following as the priority service goals for 2009 – 2014.*

## **Service Goals**

1. Residents will connect to the online world through public internet access computers at all facilities.
2. Young readers, age 5 years old and under, will gain early literacy skills through programs reaching children, their families and care givers.
3. Residents will learn more about their community's resources and services through the library.
4. Students will succeed in school through the library's homework help program.
5. Residents will understand how to find, evaluate and use information with the help of trained staff, quality resources and technology.
6. Residents will have a comfortable place to visit which has physical and virtual spaces to enhance learning.

## **Management Goals and Strategies**

### **Strategy 1: Enhancing our economic position**

1. Identify sources of funding to supplement the budget
2. Enforce collection of outstanding fines and fees
3. Pursue State Aid to library funding

### **Strategy 2: Partnerships**

1. Provide resources to local elementary and day care centers
2. Provide tutorial meeting space for local volunteers and other non-profit organizations
3. Provide computer application/training sessions

### **Strategy 3: Maximizing productivity through integrated technology**

1. Continue to update and improve library technology applications

### **Strategy 4: Perfecting our processes and systems**

1. Investigate other computer reservation systems for more self sufficiency
2. Improve procedures for collecting and more accountability of money

### **Strategy 5: Strengthening our employees capabilities**

1. Provide in-house circulation application training
2. Enhance staff knowledge of other library systems

### **Strategy 6: Improving our community image**

1. Enhance the appearance of the library facility
2. Provide mobile library services
3. Improve the quality of print communications for the library

## Service Goals with Objectives

1. Residents will connect to the online world through public internet access computers at all facilities.

Objective 1.1 \_\_\_ people use the library computers to access the Internet.

Objective 1.2 \_\_\_ people use the wireless connectivity provided by the library.

2. Young readers, age 5 years old and under will gain early literacy skills through programs reaching children, their families and care givers.

Objective 2.1 \_\_\_ preschoolers who attend library programs at the library and in other locations.

Objective 2.2. \_\_\_ preschool children who participate in read to me or other similar programs.

Objective 2.3 \_\_\_ parents and caregivers who are trained in early literacy techniques

3. Residents will learn more about their community's resources and services through the library.

Objective 3.1 \_\_\_ of reference questions answered about the programs, services and activities provided by community agencies and organizations.

Objective 3.2 \_\_\_ of presentations made by library staff describing community services

Objective 3.3 \_\_\_ of community information packets distributed to new and continuing residents.

Objective 3.4 \_\_\_ of people who indicate they found community information through the library's web site.

4. Students will succeed in school through the library's homework help program.

Objective 4.1 \_\_\_ of students enrolled in the library homework help program

Objective 4.2 \_\_\_ of people in a survey who indicate they use the library for homework

Objective 4.3 \_\_\_ of parents of school-age children who respond that the library's homework help program responds to the needs of their children

5. Residents will understand how to find, evaluate and use information with the help of trained staff, quality resources and technology.

- Objective 5.1 \_\_\_ people who attend an information literacy class
- Objective 5.2 \_\_\_ of people who receive one on one computer assistance
- Objective 5.3 \_\_\_ of people who create and maintain an e-mail account
- Objective 5.4 \_\_\_ of people who respond that computer training sessions were very good or excellent.

6. Residents will have a comfortable place to visit which has physical and virtual spaces to enhance learning.

- Objective 6.1 \_\_\_ of people who have library cards
- Objective 6.2 \_\_\_ of people who attend programs at the library
- Objective 6.3 \_\_\_ of community groups who meet at the library
- Objective 6.4 \_\_\_ of people who visit the library
- Objective 6.5 \_\_\_ of people who indicate on a survey that the library is a welcoming, attractive and comfortable place to visit
- Objective 6.6 \_\_\_ of people who participate in library blogs, wikis or similar social networking tools sponsored by the library
- Objective 6.7 \_\_\_ of people surveyed who indicate that the library web page is easy to navigate

# APPENDIX

## **Preliminary Selection of Service Responses by Staff**

Three staff selected six or seven of the service priorities they felt were most important.

### **All Selected**

Learn to Read and Write: Adult, Teen and Family Literacy

Make Career Choices: Job and Career Development

### **Two Selected**

Stimulate Imagination: Reading, Viewing and Listening for Pleasure

Understand How to Find, Evaluate, and Use Information: Information Fluency

### **Services Responses Not Selected**

Discover your Roots: Genealogy and Local History

Satisfy Curiosity: Lifelong Learning

Succeed in School: Homework Help

Visit a Comfortable Place: Physical and Virtual Spaces

Welcome to the United States: Services for New Immigrants

*Note: The other nine service responses received one vote out of a possible three.*

# **Eighteen Service Responses Sample Goals**

These goals are based on 18 Public Library Association Services Responses which describe typical roles in public libraries. The planning committee reviewed and discussed the goals in the context of the needs of Riviera Beach and the library.

They selected six goals to be the service priorities for this plan. They are Connect to the Online World (4), Create Young Readers (5), Know your Community (9), Succeed in School (15) and Understand How to Find, Evaluate and Use Information (16). The number is the sequence from the list below.

Roles which were not selected but seriously considered were Build Successful Enterprises (2) and Learn to Read and Write (10) which focuses on teen, adult and family literacy.

## **Service Goals**

1. Adults and teens will become better informed citizens by learning more about local, national and world affairs
2. Residents will build successful business and nonprofit enterprises
3. Residents will celebrate diversity and cultural awareness
4. Residents will connect to the online world through public internet access
5. The library will create young readers through early literacy programs reaching children five and under and their families and care givers.
6. Residents will discover their roots through genealogy and local history
7. Residents will express their creativity by creating and sharing content
8. Residents will get facts fast through ready reference services
9. Residents will know more about their community 's resources and services
10. Adults and teens will learn to read and write through the library's adult, teen and family literacy program
11. Residents will make informed career choices through the library's job and career development programs
12. Residents will make informed decisions as related to health, wealth and other life choices.
13. Residents will satisfy their curiosity through the library's lifelong learning program
14. Students will succeed in school through the library's homework help program

15. Residents will understand how to find, evaluate and use information
16. Residents will visit a comfortable place which can support physical and virtual spaces
17. New immigrants and refugees will be welcomed to the United States through the library's programs and services.
18. Residents will be able to stimulate their imagination through a variety of opportunities for reading, viewing and listening for pleasure.

## Strengths, Weaknesses, Opportunities and Threats (SWOT)

### Riviera Beach Community -- Staff and Planning Committee Input

<b>Strengths</b>	<b>Weaknesses</b>
Young families and mothers	Not enough jobs
Surrounding schools and a new school opening	Crime
Community Centers for Seniors	Affordable homes and agencies who can provide information about
Community Centers for all ages including children	No technical schools that can provide trade certification opportunities for older people
Development and plans for development	Need more topics and videos on health topics and research data centers on-line
Cultural events, festivals etc	Need more staff –especially an information technology specialist
Convenient public transportation	
High Technology devices and equipment	
<b>Opportunities</b>	<b>Threats</b>
New businesses	Low paying jobs
People interested in starting new businesses	Low education attainment rate
Mayor's job fair which serves young adults	Technical schools seem to target younger people
	Crime and drugs as growing problems

**Strengths, Weaknesses, Opportunities and Threats (SWOT)**

**Riviera Beach Public Library -- Staff and Planning Committee Input**

<b>Strengths</b>	<b>Weaknesses</b>
Mini version of jazz concerts outside of library	Not enough staff
Job review data kiosk	Security in the library
Passionate citizen involvement	Communication for security in addition to phone
Home grown local residents	People looking at unsavory Internet sites
Security camera	Community schools are not as strong as they could be
Computer lab	Communication within the library
Staff get along well together	Need more children's computers
Library is more attractive	Quiet study room for people to view and listen to media away from others
Library is impressive	
New vision impairment computer	
Hot zone with WIFI	
Poetry week	
<b>Opportunities</b>	<b>Threats</b>
Tutors	Music played on computers speakers is obtrusive to other customers
Cybermobile	People not knowing the hot zone area for WIFI
Room now set up to attract organizations who want to meet at the library	Some customers come in as repeaters looking at bad internet sites and take up space for others looking for jobs
Getting new children's computers	Economy
More workshops for public on things like quality where outside presenters speak	Programs on obesity are not attended but are needed
More staff	Competition between use of computers for games and use for college, applying for jobs
Library volunteer program including community service volunteers	

Youth can learn from older retiring population

etc.

Younger educated class wants to leave the area

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

MEETING DATE: November 18, 2009

AGENDA ITEM SUMMARY NO. N09-112-1

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

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

**TITLE/SUBJECT:** Authorize the Mayor and City Clerk to execute Amendment 1 to Interlocal Agreement between Palm Beach County and the City of Riviera Beach for Funding of the Expansion and Renovation of the Riviera Beach Marina and include the revised Exhibit A and Exhibit C; authorizing the Finance Director to revise the budget for the City of Riviera Beach Marina Expansion project in the amount of \$5,000,000.

**RECOMMENDATION / MOTION:** Staff recommends motion to approve this resolution.

• Assistant City Manager <i>AS 11/12/09</i>	Library
• City Attorney <i>PWC 11/13/09</i>	• Marina
• City Clerk <i>Ab Fa</i>	Police
Community Development	Public Works
• Finance <i>11-13-09</i>	Purchasing
Fire	Recreation & Parks
Human Resources	Water & Sewer
Information Services	

APPROVED BY CITY MANAGER: *[Signature]*

DATE: 11-13-09

<b>Originating Dept.</b> Executive <b>User Dept.</b> Marina <b>Advertised:</b> Date: Paper: <input checked="" type="checkbox"/> Not Required <b>Affected Parties</b> <input type="checkbox"/> Notified <input checked="" type="checkbox"/> Not Required	<b>Costs:</b> <u>\$-0-</u> <b>Current FY:</b> <u>FY 2009-10</u> <b>Funding Source:</b> <input type="checkbox"/> Capital Improvement <input type="checkbox"/> Operating <input checked="" type="checkbox"/> Other: <u>Water Access Grant</u> <b>Budget Account Number:</b> PB County Water Access Bond Revenue Account No. 424-00-337709	<b>City Council Actions:</b> <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 <b>Attachments:</b> 1. Fiscal Impact Analyst 2. Resolution 3. Amendment Number 1 to Interlocal Agreement between PBC and CRB for Funding of the Expansion and Renovation of the Riviera Beach Marina
--	--	---

**SUMMARY/BACKGROUND:** On April 18, 2007, the Board of County Commissioners, Palm Beach County and City of Riviera Beach entered into an Interlocal Agreement that provided grant funds in amount of \$5,000,000 for the Riviera Beach Marina Expansion Project. The agreement provided that the City would complete the project within 24 months. In January 2009, the City requested an extension of the agreement, which was verbally approved by the Board of County Commissioners provided that the City, at a future date, presents a progress report on the project. City and County staff have met and agreed on the proposed improvements for the project.

The proposed improvements are:

PHASE I includes taking care of the immediate needs of structural and life safety issues, as well as, the overall look and feel of the Marina from the 13th Street entrance.

The dry stack building is deemed obsolete and will be demolished. Ground and/or temporary rack systems will be installed on the remaining slab after demolition. Minimal concrete repairs to the aisle way and western apron will still be accomplished to ensure safe travel for the forklifts. The existing office space(s) will be demolished and replaced with temporary modular facilities.

**Item No. 15**

The repair and replacement of the fire hydrant system under the docks, the addition of fire extinguisher and life ring placement and electrical work will be in accordance with NFPA Code and will greatly increase the safety of the wet slip facilities. Repairs to finger piers and replacement of some key pilings will increase wet slip availability and provide for safer docking. Repairs to storm water issues at the end of 13<sup>th</sup> Street (Tiki Waterfront Grill) is needed as the flooding presents a hazard and is detrimental to the restaurant being able to conduct business.

Renovation of the existing restroom and shower facilities and laundry is desperately needed and will facilitate the customer's needs until complete building replacement is accomplished. Additionally, we are partnering with The Parks and Recreation Department to increase access and facilities at the waterfront Bicentennial Park by designing walkways, lighting and landscape and restroom facilities. The construction of these facilities would be included in a future phase.

## **PHASE II**

Phase II includes the design, engineering and permitting for the repair/replacement of the main bulkhead, design, engineering permit for the floating dock replacement and finally the design and engineering for either the replacement dry stack facility or other options for that area of the marina. The length of this phase will depend strictly on the length of time to obtain permits. It is likely that this phase will begin prior to the completion of Phase I.

Additional marina parking lot improvements are planned during Phase II, which include modest landscaping and irrigation improvements, which will increase the "curb appeal" of the Marina and make it more inviting for boaters and non-boaters alike; hardscape repairs and lighting of the parking lot and promenade leading into the park with landscape and water features for public enjoyment. Also included will be repairs and upgrades to various walkways in the Marina and improvement of all ADA requirements. It is anticipated that the above improvements will be developed and brought back before the board in 4-6months. This allows enough time to complete plans and coordinate the work with future Marina development proposals.

## **Phase III**

Phase III will begin the process of replacement of the floating docks and repair/replacement (likely replacement) of the 900' bulkhead. This work will be done incrementally as much as is practical to enable the Marina to stay operational and reduce the impact to the customers. Due to the amount of grading and upland infrastructure work necessary, replacement of the dry stack facility will require extensive engineering and therefore, will take the longest to complete. Phase III will commence, as soon as, permits are in hand.

The Amendment Number 1 to Interlocal Agreement has been amended to require that the project be completed and open to the public for its intended use on or before October 1, 2011. Exhibit A has been revised to exclude the renovation of the dry storage building and to include demolition of the dry storage facility, construction of ground stands and a temporary rack system and Exhibit C reflects the revised detailed cost estimates.

**STAFF RECOMMENDATION:** Staff recommends that the City Council approved this Resolution.

**EXHIBIT A-1**

**II. FISCAL IMPACT ANALYSIS**

**A. Five Year Summary of Fiscal Impact:**

Fiscal Years	2008-09	2009-10	2010-11	2011-12
Capital Expenditures	\$ 750,000	\$1,250,000	\$3,000,000	_____
Operating Costs	\$ _____	\$ _____	\$ _____	\$ _____
External Revenues	\$ 750,000	\$1,250,000	\$3,000,000	_____
Program Income (City)	_____	_____	_____	_____
In-Kind Match (City)	_____	\$ _____	_____	_____
<b>NET FISCAL IMPACT</b>	<b>\$ -0-</b>	<b>\$ -0-</b>	<b>\$-0-</b>	<b>\$ _____</b>

NO. ADDITIONAL FTE  
POSITIONS (Cumulative)

\_\_\_\_\_

Is Item Included In Current Budget?

Yes\_X\_ No\_\_

Budget Account No.: Fund \_\_\_\_\_ Org.\_\_\_\_ Obj

Reporting Category: \_\_\_\_\_

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

424-00-337709 Marina Expansion & Renovation Project

**C. Departmental Fiscal Review:** \_\_\_\_\_

**III. REVIEW COMMENTS**

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

*This item re-allocates prior grant budgets.*

  
Finance Department 11-12-09

\_\_\_\_\_  
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 AMENDMENT NUMBER 1 TO INTERLOCAL AGREEMENT BETWEEN PALM BEACH COUNTY AND THE CITY OF RIVIERA BEACH FOR FUNDING OF THE EXPANSION AND RENOVATION OF THE RIVIERA BEACH MARINA AND INCLUDE THE REVISED EXHIBIT A AND EXHIBIT C; AUTHORIZING THE FINANCE DIRECTOR TO REVISE THE BUDGET FOR THE CITY OF RIVIERA BEACH MARINA EXPANSION PROJECT IN THE AMOUNT OF \$5,000,000 AS PROVIDED IN THE REVISED EXHIBITS; AND PROVIDING AN EFFECTIVE DATE.**

**WHEREAS**, on November 2, 2004, a bond referendum was passed by the voters of Palm Beach County for the issuance of general obligation bonds for the purpose of financing the acquisition, construction, and/or improvements to waterfront access in Palm Beach County, in the principal amount of \$50 million ("The \$50 million Waterfront Access Bond"); and

**WHEREAS**, the Board of County Commissioners, Palm Beach County has approved funding allocations for water access projects; and

**WHEREAS**, the City of Riviera Beach desires to construct additional docks, boat slips and upgrade restrooms/laundry facilities, install new fuel tanks and upgrade/expand parking area at the City of Riviera Beach Municipal Marina; and

**WHEREAS**, the Board of County Commissioners, Palm Beach County and City of Riviera Beach entered into an Interlocal Agreement that provided grant funds in amount of \$5,000,000 for the Riviera Beach Marina Expansion Project; and

**WHEREAS**, the Interlocal Agreement required that the project be completed and open to the public within two (2) years; and

**WHEREAS**, the City has changed the scope of the project and has requested additional time to complete the project; and

**WHEREAS**, the Interlocal Agreement has been amended to require that the project be completed and open to the public for its intended use on or before October 1, 2011; and

**WHEREAS**, at the October 21, 2009 meeting, the City Council approved revisions to Exhibit A to exclude the renovation of the dry storage building and to include demolition of the dry storage facility, construction of ground stands and a temporary rack system; and

**WHEREAS**, the cost for the aforementioned changes are reflected in the revised detailed cost estimates in Exhibit C.

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

**SECTION 1.** That the Mayor and City Clerk are authorized to execute Amendment Number 1 to Interlocal Agreement between Palm Beach County and the City of Riviera Beach for Funding of the Expansion and Renovation of the Riviera Beach Marina and include the revised Exhibit A and Exhibit C.

**SECTION 2.** That the Finance Director is authorized to revise the budget in the City of Riviera Beach Marina Expansion fund as follows:

**REVENUE:**

<b>424-00-337709</b>	<b>PB County Water Access Bond</b>	<b>\$5,000,000</b>
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**EXPENDITURE:**

<b>424-0000-543-1-6251</b>	<b>Wet Slip Replace/Dry Stack Reconfiguration</b>	<b>\$2,250,000</b>
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<b>424-0000-543-2-6251</b>	<b>Restroom &amp; Laundry Improvement</b>	<b>\$ 675,000</b>
----------------------------	---	-------------------

<b>424-0000-543-3-6351</b>	<b>Dock Repair/Replacement</b>	<b>\$ 900,000</b>
----------------------------	--------------------------------	-------------------

<b>424-0000-543-4-6351</b>	<b>Parking Lot Beautification/Expansion</b>	<b>\$ 150,000</b>
----------------------------	---	-------------------

<b>424-0000-543-5-6351</b>	<b>Fuel Tank Replacement</b>	<b>\$ 560,000</b>
----------------------------	------------------------------	-------------------

<b>424-0000-543-6-3101</b>	<b>Professional Services</b>	<b><u>\$ 465,000</u></b>
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**TOTAL \$5,000,000**

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

**PASSED AND APPROVED** this \_\_\_\_\_ day of November, 2009.

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: \_\_\_\_\_

B. BROOKS \_\_\_\_\_

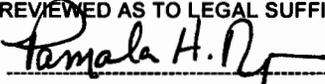
J. DAVIS \_\_\_\_\_

T. JOHNSON \_\_\_\_\_

D. PARDO \_\_\_\_\_

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

REVIEWED AS TO LEGAL SUFFICIENCY

  
\_\_\_\_\_  
PAMALA HANNA RYAN, CITY ATTORNEY

DATE: 11/13/09

RESOLUTION NO. 117-09

**A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF RIVIERA BEACH, PALM BEACH COUNTY, FLORIDA AUTHORIZING THE MAYOR AND CITY CLERK TO EXECUTE THE FIRST AMENDMENT TO THE INTERLOCAL AGREEMENT WITH THE BOARD OF COUNTY COMMISSIONERS, PALM BEACH COUNTY FOR FUNDING IN THE AMOUNT OF \$5,000,000; AUTHORIZING THE FINANCE DIRECTOR TO REVISE THE BUDGET FOR THE CITY OF RIVIERA BEACH MARINA EXPANSION PROJECT IN THE AMOUNT OF \$5,000,000; AND PROVIDING AN EFFECTIVE DATE.**

**WHEREAS**, on November 2, 2004, a bond referendum was passed by the voters of Palm Beach County for the issuance of general obligation bonds for the purpose of financing the acquisition, construction, and/or improvements to waterfront access in Palm Beach County, in the principal amount of \$50 million ("the \$50 million Waterfront Access Bond"); and

**WHEREAS**, the Board of County Commissioners, Palm Beach County has approved funding allocations for water access projects; and

**WHEREAS**, the City of Riviera Beach desires to construct additional docks, boat slips and upgrade restrooms/laundry physicality's, install new fuel tanks and upgrade/expand parking area at the City of Riviera Beach Municipal Marina; and

**WHEREAS**, the Board of County Commissioners, Palm Beach County and City of Riviera Beach entered into an Interlocal Agreement that provided grant funds in amount of \$5,000,000 for the Riviera Beach Marina Expansion Project; and

**WHEREAS**, the Interlocal Agreement required that the project be completed and open to the public within two (2) years; and

**WHEREAS**, the City has changed the scope of the project and has requested additional time to complete the project; and

**WHEREAS**, the Interlocal Agreement has been amended to require that the project be completed and open to the public for its intended use on or before October 1, 2011.

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

**SECTION 1.** That the Mayor and City Clerk are authorized to execute the First Amendment to the Interlocal Agreement with the Board of County Commissioners on behalf of the City of Riviera Beach.

**SECTION 2.** That the Finance Director is authorized to revise the budget in the City of Riviera Beach Marina Expansion fund as follows:

**REVENUE:**

424-00-337709	PB County Water Access Bond	\$5,000,000
---------------	-----------------------------	-------------

**EXPENDITURE:**

424-0000-543-1-6251	Wet Slip Replace/Dry Stack Repair	\$2,250,000
424-0000-543-2-6251	Restroom & Laundry Improvement	\$ 675,000
424-0000-543-3-6351	Dock repair/replacement	\$ 900,000
424-0000-543-4-6351	Parking Lot Beautification/Expansion	\$ 135,000
424-0000-543-5-6351	Fuel Tank Replacement	\$ 540,000
424-0000-543-6-3101	Professional Services	\$ 500,000
<b>TOTAL</b>		<b>\$5,000,000</b>

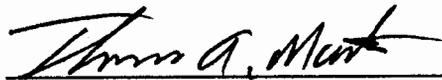
**SECTION 3.** This Resolution shall take effect immediately upon its approval.

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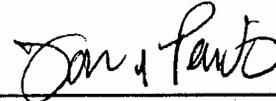
RESOLUTION NO. 117-09  
PAGE 3

PASSED AND APPROVED THIS 16th DAY OF September, 2009.

APPROVED:

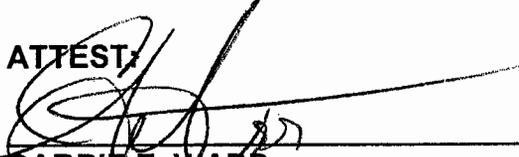


THOMAS A. MASTERS  
MAYOR

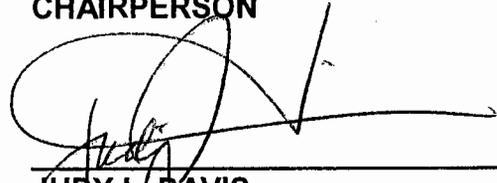


DAWN S. PARDO  
CHAIRPERSON

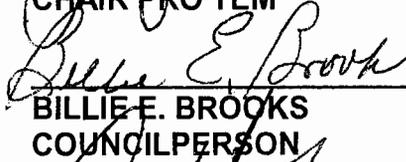
ATTEST:



CARRIE E. WARD  
MASTER MUNICIPAL CLERK  
CITY CLERK



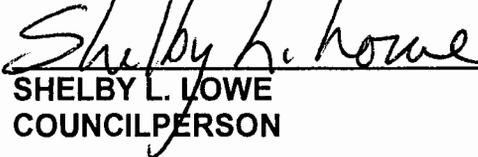
JUDY L. DAVIS  
CHAIR PRO TEM



BILLIE E. BROOKS  
COUNCILPERSON



GEDRICK A. THOMAS  
COUNCILPERSON



SHELBY L. LOWE  
COUNCILPERSON

MOTIONED BY: S. Lowe

SECONDED BY: C. Thomas

C. THOMAS: aye

D. PARDO: aye

J. DAVIS: aye

B. BROOKS: aye

S. LOWE: aye

REVIEWED AS TO LEGAL SUFFICIENCY



PAMALA HANNA RYAN, CITY ATTORNEY

DATE: 9/16/09

09/09/09

## Exhibit "A"

### Project Description

#### Phase I Marina Repair/Renovation Project Description

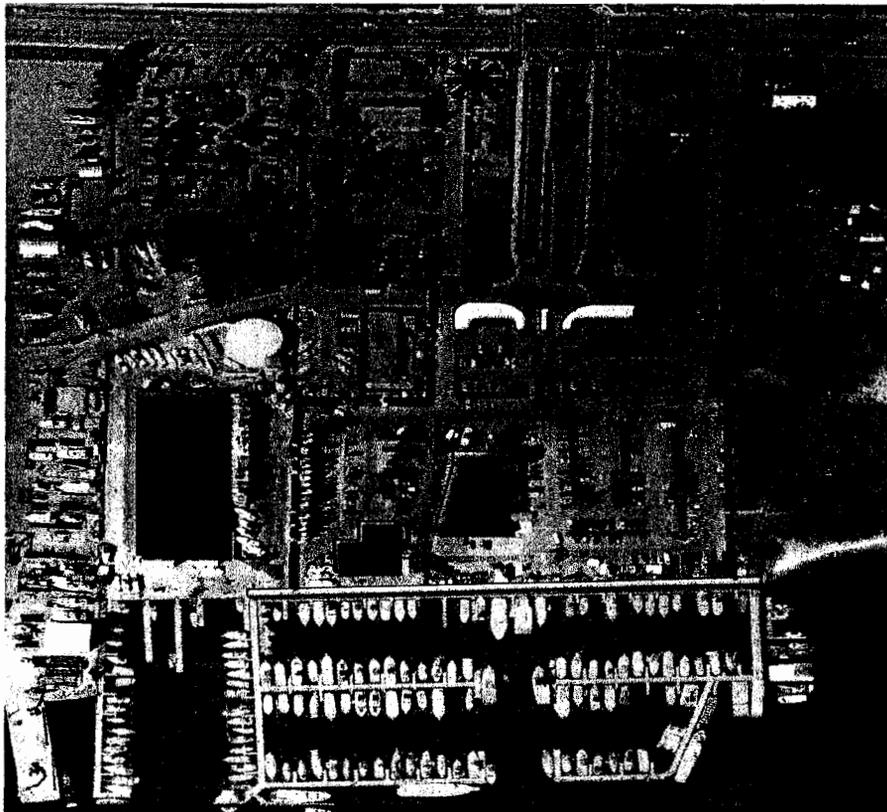
Phase 1 will deal with the immediate needs for structural and life safety issues as well as the overall look and feel of the marina from the 13th street entrance.

The repairs to the dry stack building and adjacent areas will include repair/replacement of structural members as outlined in the Slider Engineering repair plan, repairs to electrical and lighting, concrete repairs to the aisle way and western apron and repairs to the retractable doors and standard doors.

The repairs and replacement of the fire hydrant system under the docks, the addition of fire extinguisher and life ring placement and electrical work will be in accordance with NFPA code and greatly increase the safety of the wet slip facilities. Repairs to finger piers, replacement of some key pilings will increase wet slip availability and provide safer docking. Repairs to storm water issues at the end of 13<sup>th</sup> Street; (Lake Tiki) is needed as the flooding presents a hazard and is detrimental to customers being able to access restaurant facilities.

Renovation of the existing restroom and shower facilities and laundry is desperately needed and will facilitate the customer's needs until complete building replacement is accomplished. Additionally, we are partnering with The Parks and Recreation Department to increase access and facilities at the waterfront Bicentennial Park by designing walkways, lighting and landscape and restroom facilities. The construction of these facilities would be included in a future phase.

#### Phase 1: Repair and Renovation Plan



##### PHASE 1A

- DRY STORAGE BUILDING REPAIR
- DOCKS - REPLACE FIRE HYDRANT & ELECTRICAL SYSTEMS AND DOCK REPAIRS
- REGRADE AND REPAIR PAVEMENT WALKWAY
- RENOVATE NEWCOMBS HALL RESTROOMS.
- REPLACE AND UPGRADE LANDSCAPING ALONG FRONT AND ENTRANCE OF MARINA PROPERTY
- NEW SIGNAGE AND LANDSCAPING AT 13TH STREET AND U.S. HIGHWAY 1
- SHOWERS AND RESTROOM CABANAS



**AMENDMENT NUMBER 1 TO INTERLOCAL AGREEMENT BETWEEN  
PALM BEACH COUNTY AND THE CITY OF RIVIERA BEACH FOR FUNDING OF  
THE EXPANSION AND RENOVATION OF THE RIVIERA BEACH MARINA**

**THIS INTERLOCAL AGREEMENT** is made and entered into on \_\_\_\_\_, 2009 by and between PALM BEACH COUNTY, a political subdivision of the State of Florida, hereinafter referred to as "COUNTY", and the City of Riviera Beach, a Florida municipal corporation, hereinafter referred to as " MUNICIPALITY ".

**W I T N E S S E T H:**

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

**WHEREAS**, on November 2, 2004, a bond referendum was passed by the voters of Palm Beach County for the issuance of general obligation bonds for the purpose of financing the acquisition, construction, and/or improvements to waterfront access in Palm Beach County, in the principal amount of \$50 Million ("the \$50 Million Waterfront Access Bond"); and

**WHEREAS**, the COUNTY allocated Municipality \$5 Million Dollars for expansion and renovation of the City Marina; and

**WHEREAS**, County and Municipality entered into a Interlocal Agreement dated February 27, 2007 (R-2007-0349) which established the \$5 Million Dollar grant to Municipality, defined the scope of the project, and set forth the terms and conditions upon which the grant funds would be expended; and

**WHEREAS**, the Interlocal Agreement required that the Project be completed and open to the public within two (2) years; and

**WHEREAS**, Municipality has changed the scope of the project and has requested additional time to complete the project.

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

1. Section 1.03 of the Interlocal Agreement is hereby modified to replace the Project Description, Conceptual Site Plan and Cost Estimate attached as Exhibits "A", "B" and "C" to the Interlocal Agreement with the revised Project Description Conceptual Site Plan and Cost Estimate attached hereto as Exhibits "A", "B" and "C".
2. Section 2.06 of the Interlocal Agreement is hereby amended to require that the Project be completed and open to the public for its intended use on or before October 1, 2011. No further extensions to this Interlocal Agreement shall be considered.
3. Section 5.02 is hereby amended to read as follows:

The term of this Interlocal Agreement shall be for a period of thirty (30) years commencing upon the date of execution of this Amendment Number 1 to Interlocal Agreement by the parties hereto. MUNICIPALITY shall restrict its use of the Project to public waterfront access purposes only unless otherwise agreed to in writing by the parties hereto.

IN WITNESS WHEREOF, the parties have caused this Amendment Number 1 to Interlocal Agreement to be executed on the day and year first above written.

**ATTEST:**  
**SHARON R. BOCK,**  
**CLERK & COMPTROLLER**

**PALM BEACH COUNTY, FLORIDA BY ITS**  
**BOARD OF COUNTY COMMISSIONERS**

By: \_\_\_\_\_  
Deputy Clerk

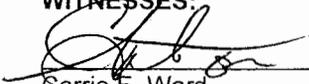
By: \_\_\_\_\_  
John F. Koons, Chairman

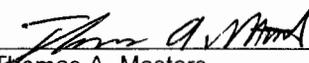
**APPROVED AS TO FORM AND**  
**LEGAL SUFFICIENCY:**

**APPROVED AS TO TERMS AND**  
**CONDITIONS:**

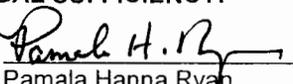
By: \_\_\_\_\_  
County Attorney

By: \_\_\_\_\_  
Dennis L. Eshleman, Director  
Parks and Recreation Department

**WITNESSES:**  
  
\_\_\_\_\_  
Carrie E. Ward  
Master Municipal Clerk  
City Clerk

**CITY OF RIVIERA BEACH**  
By:   
\_\_\_\_\_  
Thomas A. Masters  
Mayor

**APPROVED AS TO FORM AND**  
**LEGAL SUFFICIENCY:**

By:   
\_\_\_\_\_  
Pamala Hanna Ryan  
City Attorney

**Exhibit "A"**  
**Project Description**



**Location Map: City Marina**



**Phase I Marina Repair/Renovation Project Description**

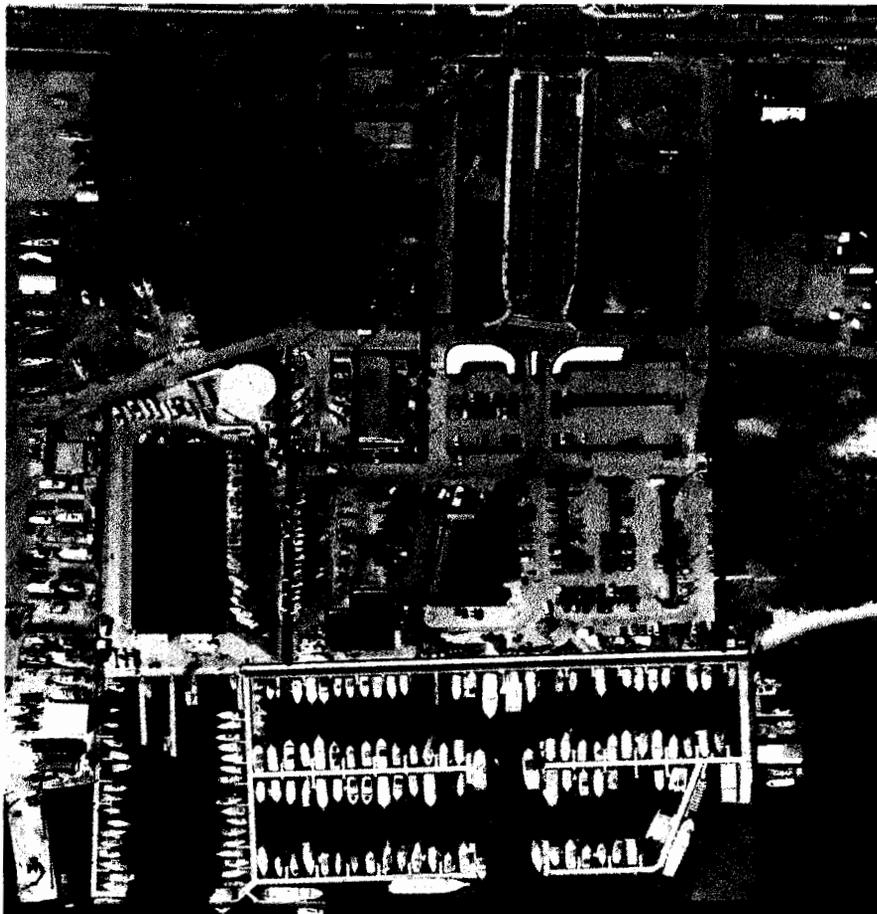
Phase 1 will deal with the immediate needs for structural and life safety issues as well as the overall look and feel of the marina from the 13th street entrance.

The Dry Storage building is deemed obsolete, so repairs to this facility would not be a prudent use of funds nor would it result in an asset for the citizens of Palm Beach County. We will demolish the 100' x 300" structure as well as the detached offices. Once demolished, we will construct additional boat storage by use of ground stands and temporary rack systems or a combination of both. The demolished office spaces will be replaced with modular building(s) out of the path of forklift traffic.

The repairs and replacement of the fire hydrant system under the docks, the addition of fire extinguisher and life ring placement and electrical work will be in accordance with NFPA code and greatly increase the safety of the wet slip facilities. Repairs to finger piers, replacement of some key pilings will increase wet slip availability and provide safer docking. Repairs to storm water issues at the end of 13<sup>th</sup> Street; is needed as the flooding presents a hazard and is detrimental to customers being able to access restaurant facilities.

Renovation of the existing restroom and shower facilities and laundry is desperately needed and will facilitate the customer's needs until complete building replacement is accomplished. Additionally, we are partnering with the Parks and Recreation Department to increase access and facilities at the waterfront Bicentennial Park by designing walkways, lighting and landscape and restroom facilities. The construction of these facilities would be included in a future phase.

### Phase 1: Repair and Renovation Plan



#### PHASE 1A

- DRY STORAGE BUILDING REPAIR
- DOCKS - REPLACE FIRE HYDRANT & ELECTRICAL SYSTEMS AND DOCK REPAIRS
- REGRADE AND REPAIR PAVEMENT WALKWAY
- RENOVATE NEWCOMB HALL RESTROOMS
- REPLACE AND UPGRADE LANDSCAPING ALONG FRONT AND ENTRANCE OF MARINA PROPERTY
- NEW SIGNAGE AND LANDSCAPING AT 13TH STREET AND U.S. HIGHWAY 1
- SHOWERS AND RESTROOM CABANAS



## **Future Required Work: To be further integrated into additional developing Marina District Plans.**

The future phases for redevelopment of the Marina and surrounding district will be brought before the CRA and City Council for review and consideration at a future meeting.

The work described below is critical to the overall improvement and enhancement of the Cities Marina, however the work needs to be coordinated and modified before receiving board approval to ensure that the funds are spent in accordance with the long-term plans for the Marina and Marina District as they are developed.

### **Phase II Design, Engineering and Permit**

Phase II will include the design, engineering and permitting for the repair/replacement of the 900' main bulkhead and design, engineering and permit for floating dock replacement. The length of this phase will depend strictly on the length of time to obtain permits. It is likely that this phase will begin prior to the completion of Phase 1

Additional Marina parking lot improvements are planned during Phase II\*, these include modest landscaping and irrigation improvements which will increase the "curb appeal" of the marina and make it more inviting for boaters and non-boaters alike. Expansion of parking into remnant parcels will ease the strain on an overcrowded parking area. Hardscape repairs and enhanced lighting of the parking lot and a lighted promenade leading into the park coordinated with current landscape/development plans for public enjoyment. Also included will be repairs and upgrades to various walkways in the marina and improvement of all ADA requirements. It is anticipated that the above improvements will be developed and brought back before the board in 6-8 months. This allows enough time to complete plans and coordinate the work with future Marina development proposals.

\* These cost are shown under Phase 1 in exhibit C

### **Phase III, Construction**

Phase III will begin the process of construction of the new bulkhead and infrastructure changes necessary to support the new docks. The new bulkhead will be constructed within 12 inches of the existing bulkhead and raised (cap) approximately 12 inches. This will facilitate a tiered approach to the promenade and upland grade.

The dock layout below is shown for general planning purposes only and is not a final design. The new docks will be floating docks, with suitable utilities including in slip sewage pump out. The dock design will be reoriented to allow for easier dockage and the floating system enhances embarking and debarking of vessels, in short a much more user friendly marina. The goal would be to maintain or moderately expand the slip counts while widening the slips to industry standards. To the extent possible, this work will be done incrementally to enable the marina to stay operational and reduce the impact to the customers, however it is anticipated that certain

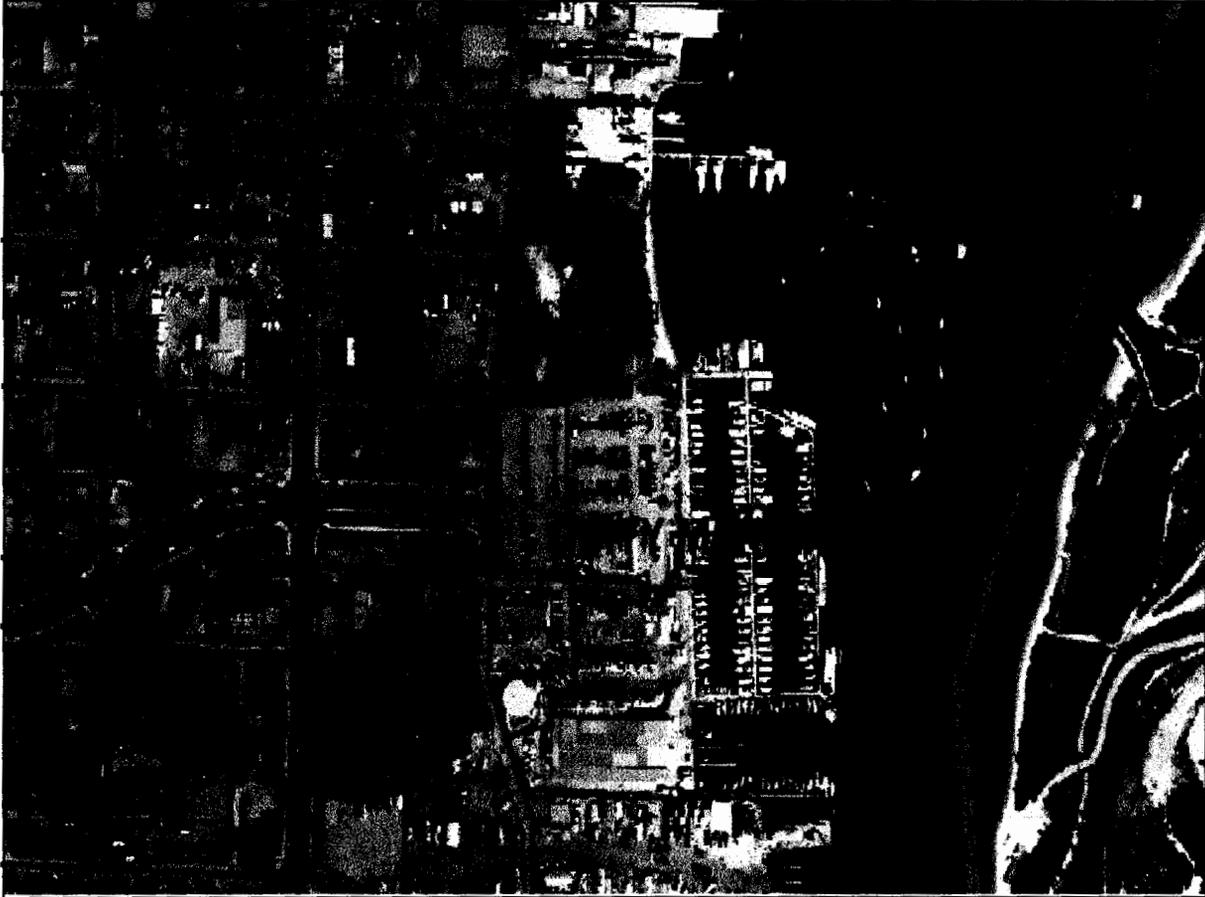
projects will necessitate the closure of the marina for an undetermined period of time. Due to the amount of grading and upland infrastructure work necessary. Phase III will commence as soon as permits are in hand.

**Phase II and III**



**Exhibit "B"**

**Site Plan**



Location Map: City Marina



**EXHIBIT C  
DETAILED COST ESTIMATES**

<b>Grant funds reimbursed to date</b>	
Forklift stops and concrete repair	\$170,000
<b>Pending reimbursement</b>	
Fuel tank replacement	\$562,789
<b>Total Funds obligated</b>	<b>\$732,789</b>
<b>Balance of available Grant</b>	<b>\$4,267,211</b>

<b>Phase 1 Repair/Renovation</b>		<b>Funding Source</b>
Dry Stack Building demolition/new racks	\$260,000	
Wet Dock Mechanical/Structural	\$319,608	
Restrooms/Showers/Laundry	\$223,904	
Hardscape/landscape	\$175,677	
Parking lot expansion	\$75,000	
Soft Cost	\$73,759	
Contingency	\$112,795	
<b>Total Phase 1</b>	<b>\$1,240,743</b>	
<b>Phase 2 Engineering/Design</b>		
Bulkhead assesment/engineering and Design	\$60,000	
Dock replacement design/permit	\$379,500	
Surveys and technicals	\$145,500	
Utilities/Stormwater	\$157,000	
<b>Total Estimated Phase 2</b>	<b>\$742,000</b>	
<b>Phase 3 Dock and Bulkhead Replacement*</b>		
Floating Dock Replacement (170 slips)	\$4,250,000	
Bulkhead Replacement (900')	\$900,000	
Contingency	\$515,000	
<b>Total Estimated Phase 3</b>	<b>\$5,665,000</b>	<b>PBC/FWC/FIND</b>
<b>Tota Estimate All Phases</b>	<b>\$7,647,743</b>	

\* These estimates will greatly depend upon results of Engineering and Design phases. Cost will be determined based on several factors including layout, number of slips and square footage. Cost will exceed balance of County Grant so additional funding sources, such as the FWC Boating Infastructure Grant (Big P) are being identified and applied for. Accordingly, each phase and funding for project within the phase will be treated independantly.