

RESOLUTION NO. 133-15

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF RIVIERA BEACH, PALM BEACH COUNTY, FLORIDA, APPROVING THE 5TH ANNUAL COMMUNITY HEALTH FAIR ON OCTOBER 10, 2015 HOSTED BY REVIVAL COMMUNITY OUTREACH MINISTRIES IN PARTNERSHIP WITH COUNCILMAN BRUCE A. GUYTON AND PROVIDING AN EFFECTIVE DATE.

WHEREAS, on Saturday, October 10, 2015, Councilman Bruce A. Guyton in partnership with Revival Community Outreach, Inc., will host the 5th Annual Community Health Fair; and

WHEREAS, the Community Health Fair is a free event and open to the general public; and

WHEREAS, Waste Management Community Benefit Funds in the amount of \$500.00 is being donated by Councilman Guyton; and

WHEREAS, the funds are made available in District 1 Community Benefit budget.

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

SECTION 1. That the City Council authorizes the Community Health Fair being held on Saturday, October 10, 2015 at Revival Community Outreach Ministries – 1160 West 6th Street - Northeast Corner of Australian Avenue & West 6th Street.

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

PASSED AND APPROVED THIS 7th DAY OF OCTOBER, 2015.

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APPROVED:


THOMAS A. MASTERS
MAYOR

ABSENT
DAWN S. PARDO
CHAIR

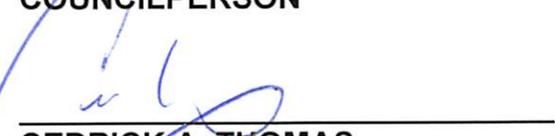
ATTEST:


CLAUDENE L. ANTHONY
CERTIFIED MUNICIPAL CLERK
CITY CLERK


TERENCE D. DAVIS
CHAIR PRO-TEM


BRUCE A. GUYTON
COUNCILPERSON


KaSHAMBA L. MILLER-ANDERSON
COUNCILPERSON


CEDRICK A. THOMAS
COUNCILPERSON

MOTIONED BY: K. MILLER-ANDERSON

SECONDED BY: B. GUYTON

B. GUYTON AYE

K. MILLER-ANDERSON AYE

C. THOMAS AYE

D. PARDO ABSENT

T. DAVIS AYE

REVIEWED AS TO LEGAL SUFFICIENCY


PAMALA HANNA RYAN, B.C.S., CITY ATTORNEY

DATE: 10/5/15

RESOLUTION NO. 134-15

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF RIVIERA BEACH, PALM BEACH COUNTY, FLORIDA, SCHEDULING THE OCTOBER 22, 2015 SISTER CITIES JOINT MEETING, TO BE HELD IN THE CITY OF RIVIERA BEACH, PUBLIC SAFETY COMPLEX AT 1481 W. 15TH STREET, RIVIERA BEACH AND PROVIDING AN EFFECTIVE DATE.

WHEREAS, the City of Riviera Beach desires to hold a joint meeting to receive, discuss, and act upon matters of mutual interest with the City of West Palm Beach, City of Lake Worth, the Town of Mangonia Park, Town of Lake Park and the Town of Palm Beach Shores; and

WHEREAS, Florida Statute Section 166.0213 requires the time and place of a joint meeting with another municipality shall be prescribed by ordinance or resolution; and

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

SECTION 1. The City Council of the City of Riviera Beach, Florida states that it will hold its Sister Cities Joint meeting to receive, discuss, and act upon matters with the City of West Palm Beach, City of Lake Worth, Town of Mangonia Park, Town of Lake Park, and the Town of Palm Beach Shores at 4:00 p.m. on October 22, 2015 in the City of Riviera Beach, at the Public Safety Complex, 1481 W 15th St, Riviera Beach, Florida.

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

PASSED AND APPROVED THIS 7TH DAY OF OCTOBER, 2015.

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APPROVED:


THOMAS A. MASTERS
MAYOR

ABSENT

DAWN S. PARDO
CHAIRPERSON

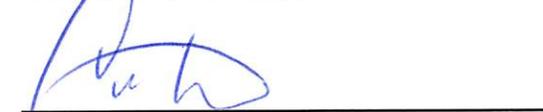
ATTEST:


CLAUDENE L. ANTHONY
CERTIFIED MUNICIPAL CLERK
CITY CLERK


TERENCE D. DAVIS
CHAIR PRO-TEM


BRUCE A. GUYTON
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COUNCILPERSON


CEDRICK A. THOMAS
COUNCILPERSON

MOTIONED BY: K. MILLER-ANDERSON

SECONDED BY: B. GUYTON

B. GUYTON AYE

K. MILLER-ANDERSON AYE

C. THOMAS AYE

D. PARDO ABSENT

T. DAVIS AYE

REVIEWED AS TO LEGAL SUFFICIENCY

PAMALA HANNA RYAN, B.C.S., CITY ATTORNEY

DATE: _____

RESOLUTION NO. 135-15

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 CONTRACT FOR CONSULTING AND PROFESSIONAL SERVICES WITH GALLAGHER BASSETT SERVICES, NOT TO EXCEED THE AMOUNT OF \$92,560; AUTHORIZING THE DIRECTOR OF FINANCE AND ADMINISTRATIVE SERVICES TO MAKE MONTHLY PAYMENTS FOR THE PURPOSE OF CLAIMS ADMINISTRATION AND LOSS CONTROL SERVICES FROM THE INSURANCE LIABILITY FUND ACCOUNT NO. 602-0539-513-0-3101 FOR CLAIMS ADMINISTRATION SERVICES FOR FISCAL YEAR 2015-2016; AND PROVIDING AN EFFECTIVE DATE.

WHEREAS, Gallagher Bassett assists the City with investigating, managing and containing costs for liability, workers compensation, auto and property claims;

WHEREAS, Gallagher Bassett Services Inc. submitted a new agreement to continue processing claims and loss control services to the City;

WHEREAS, it is in the best interest of the City to continue using the services of Gallagher Bassett.

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 an Agreement with Gallagher Bassett Services to provide claim Administration and Loss Control Services for a period of one (1) year commencing October 1, 2015 through September 30, 2016.

SECTION 2. That the Director of Finance & Administrative Services is authorized to make monthly payment from Account No. 602-0539-513-0-3101 in the amount not exceeding \$92,560 to Gallagher Bassett Services.

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

PASSED and APPROVED this 7TH day of October, 2015.

APPROVED:

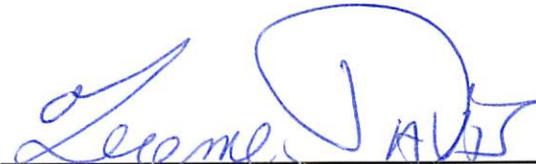

THOMAS A. MASTERS
MAYOR

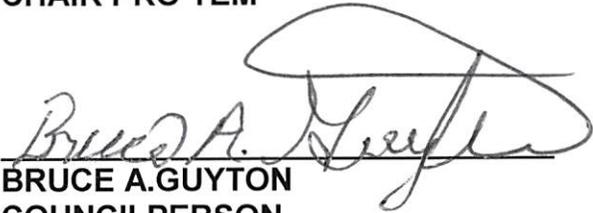
ABSENT
DAWN S. PARDO
CHAIRPERSON

ATTEST:



CLAUDENE L. ANTHONY
CERTIFIED MUNICIPAL CLERK
CITY CLERK


TERENCE D. DAVIS
CHAIR PRO TEM


BRUCE A. GUYTON
COUNCILPERSON


KaSHAMBA L. MILLER-ANDERSON
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MOTIONED BY: K. MILLER-ANDERSON

SECONDED BY: B. GUYTON

B. GUYTON AYE

K. MILLER-ANDERSON AYE

C. THOMAS AYE

D. PARDO ABSENT

T. DAVIS AYE

REVIEWED AS TO LEGAL SUFFICIENCY

PAMALA H. RYAN, B.C.S., CITY ATTORNEY

DATE: 10/5/15



Gallagher Bassett Services, Inc.

THIRD PARTY ADMINISTRATOR AGREEMENT

This Third Party Administrator Agreement (“Agreement”) is made and entered into as of October 1, 2015 (“Effective Date”) by and between **Gallagher Bassett Services, Inc.**, a Delaware corporation together with its subsidiaries and affiliates (“GB”) with its principal place of business at Two Pierce Place, Itasca, Illinois 60143 and **City of Riviera Beach, FL**, with its principal place of business at 2051 Martin Luther King, Jr., Port Center Building, 3rd Floor, Riviera Beach, FL 33404 (“CLIENT”). This Agreement will remain in effect until terminated in accordance with the terms below.

Section 1 DEFINITIONS:

Claim. Any report of injury or accident (first or third party) alleging or resulting in injury, damage, or loss which could give rise to a demand for the payment of money.

MIR. Means Mandatory Insurer Reporting under SCHIP

SCHIP. Means State Children’s Health Insurance Program

Services. Any report of injury or accident (first or third party) alleging or resulting in injury, damage, or loss which could give rise to a demand for the payment of money is considered a claim. Subject to the provisions of this Agreement, GB shall handle those claim(s) GB is authorized and required to handle (“Qualified Claims”), in accordance with the current Service Instructions on file with GB, and the Costs & Terms which is hereby attached as Exhibit A attached hereto and incorporated herein. After the first year, subsequent year Cost & Terms shall be initialed by both parties and incorporated as further Exhibit As under this Agreement with no additional contracts to be signed.

Section 2 TERMS:

- 2.1 **Service Fees:** Fees billed by GB to CLIENT for or related to the services provided for in this Agreement. Such Service Fees shall include, but not be limited to, those fees provided for in Exhibit A which is incorporated herein and attached hereto. CLIENT shall pay the Service Fees and any and all other charges as provided herein and as billed by GB. CLIENT shall be responsible for and pay GB any and all applicable taxes, duties, and assessments, other than income tax to GB. Service Fees are payable by CLIENT immediately upon receipt of an invoice. GB reserves the right to charge and CLIENT agrees to pay the lesser of 1% per month, or the maximum legal rate, on balances unpaid by CLIENT after 30 days. Where applicable, GB shall reconcile the Claim counts at the 18th and 24th month from the inception date of the Agreement and annually thereafter. CLIENT shall pay GB any additional fees due or be entitled to a refund as a result of these reconciliations.
- 2.2 **Banking-SIMMS.** GB shall provide an on-line check data and banking arrangement through Citibank. The account will be funded by CLIENT or CLIENT’S carrier and maintained with a cash management program. GB will assist CLIENT in establishing the

initial imprest or opening balance (sometimes referred to as escrow) of the fund by providing information based on paid loss history and similar factors. At no time will GB be required to provide any of its own funds for payment. If CLIENT fails to adequately fund as set forth above and as the funding balance approaches zero, GB may, upon notice, suspend banking (i.e., adjusters unable to issue new payments) to prevent the balance from going below zero. CLIENT agrees to indemnify, defend, and protect GB from any fines or penalties incurred as a result of the bank account being suspended due to CLIENT's failure to fund. GB reserves the right at any time to request CLIENT pre-fund any large payments that may deplete the imprest. Any bank charges resulting from inadequate funding including, but not limited to, interest, stop payment charges and overdraft fees shall be the obligations of CLIENT or carrier and shall be paid by CLIENT or carrier upon demand by GB. In the event of cancellation or nonrenewal of this Agreement, CLIENT or carrier agrees to fund Citibank in an amount sufficient to fund all of CLIENT's outstanding obligations as they become due. As soon as CLIENT properly funds, GB will re-activate the bank account.

- 2.3 **SCHIP Reporting and Settlement Allocations.** GB or CLIENT's designated third party shall be responsible for doing all MIR reporting behalf of CLIENT. CLIENT acknowledges that the only way to make certain Medicare's interests are protected and CLIENT is insulated from future liability concerning any conditional or future medical payments made by Medicare is through an appropriate settlement allocation.

Section 3 Limitations on Liability.

- 3.1 **GB Indemnification.** Subject to the limitations included in this section, GB agrees to defend, indemnify, protect, save and keep harmless CLIENT from any and all loss, cost, damage or exposure arising from (i) the breach of any covenant made by GB hereunder and (ii) the grossly negligent errors or omissions or intentional misconduct of GB including, but not limited to, GB's obligations to secure the services of a third party provider to assist CLIENT with research and protection of MMSEA related lien obligations, if any.
- 3.2 **CLIENT Indemnity.** CLIENT agrees to defend, indemnify, protect, save and keep harmless GB from any and all loss, cost, damage or exposure arising from (i) the breach of any representation, warranty or covenant made by CLIENT hereunder, (ii) the grossly negligent acts or omissions of CLIENT or intentional misconduct of CLIENT including but not limited to the timely and accurate remittance to GB of any information in CLIENT's possession required for MIR, (iii) acts or omissions by GB or vendors pursuant to direction from or by CLIENT, unless CLIENT is prohibited by applicable law from giving such direction, and (iv) the failure of GB or any other person or entity to report any claims that are not Qualified Claims. CLIENT further agrees to hold GB harmless for any expenses incurred related to the third party provider's services to assist CLIENT with its MMSEA obligations, if any.
- 3.3 **Cap on Liability.** CLIENT AGREES THAT THE MAXIMUM LIABILITY OF GB AND/OR ANY OF ITS EMPLOYEES, AGENTS OR REPRESENTATIVES WITH RESPECT TO ANY CLAIMS OR CAUSES OF ACTION (WHETHER IN TORT, CONTRACT, STATUTE, GB'S DUTY TO INDEMNIFY OR OTHERWISE) IN ANY WAY RELATING TO OR ARISING OUT OF THIS AGREEMENT AND/OR ANY WORK, SERVICES, ACTS, ERRORS OR OMISSIONS OF GB AND/OR ANY OF ITS EMPLOYEES, AGENTS OR REPRESENTATIVES PERTAINING IN ANY WAY TO

THIS AGREEMENT, SHALL IN NO EVENT EXCEED (I) \$250,000 WITH RESPECT TO ALL CLAIMS RELATING TO A SINGLE QUALIFIED CLAIM, AND (II) A TOTAL OF \$1,000,000 WITH RESPECT TO THE SUM OF ALL CLAIMS RELATING TO EACH TWELVE MONTH PERIOD BEGINNING FROM THE EFFECTIVE DATE OF THIS AGREEMENT.

- 3.4 **Liability for Gross Negligence Only.** CLIENT AGREES THAT NEITHER GB NOR ANY OF ITS EMPLOYEES, AGENTS OR REPRESENTATIVES SHALL HAVE ANY LIABILITY FOR FAILURE TO PERFORM OR FOR NOT PROPERLY OR ADEQUATELY PERFORMING ANY SERVICES (with term "Services" as defined above) UNDER THIS AGREEMENT, UNLESS THE ACTS, ERRORS OR OMISSIONS OF GB RISE TO THE LEVEL OF GROSS NEGLIGENCE.
- 3.5 **Act of Others.** CLIENT agrees that neither GB nor any of its employees, agents or representatives shall have any liability for (i) any claims or causes of action based on Services performed (or failed to be performed) prior to the Effective Date, and/or (ii) any claims or causes of action based on acts, errors or omissions of any counsel, any vendors or any third parties selected or chosen by CLIENT.
- 3.6 **Certain Damages Excluded.** CLIENT AGREES THAT NEITHER GB NOR ANY OF ITS EMPLOYEES, AGENTS OR REPRESENTATIVES WILL HAVE ANY LIABILITY FOR ANY PUNITIVE OR EXEMPLARY DAMAGES OR FOR ANY CONSEQUENTIAL DAMAGES, SUCH AS LOST PROFITS.
- 3.7 **Failure to Settle.** Subject to any obligation in this Indemnification and Insurance Section, failure alone by GB to settle a Qualified Claim or loss within the Discretionary Settlement Authority shall not per se subject GB to liability to any party in the event of an adverse judgment entered by any court or the settlement of such Claim or loss for an amount in excess of such limit. GB shall have no liability or responsibility whatsoever with respect to any Claims that are not Qualified Claims.
- 3.8 **Contractual Period of Limitation.** NO CLAIM OR CAUSE OF ACTION, REGARDLESS OF FORM (I.E., TORT, CONTRACT, STATUTORY OR OTHERWISE), ARISING OUT OF, RELATING TO OR IN ANY WAY CONNECTED WITH THIS AGREEMENT OR ANY SERVICES (with term "Services" as defined above) MAY BE BROUGHT BY CLIENT ANY LATER THAN THE FIRST TO OCCUR OF (A) TWO YEARS AFTER THE ACCRUAL OF SUCH CLAIM OR CAUSE OF ACTION, OR (B) ONE YEAR AFTER CLIENT BECOMES AWARE OF THE ALLEGED ACT, ERROR OR OMISSION UPON WHICH SUCH CLAIM OR CAUSE OF ACTION IS BASED.
- 3.9 **Extension of Caps.** THE LIMITATIONS ON LIABILITY IN THIS SECTION SHALL APPLY TO ANY CLAIM OR CAUSE OF ACTION ASSERTED BY OR ON BEHALF OF CLIENT OR ANY PERSON OR ENTITY CLAIMING TO BE AN ASSIGNEE OR BENEFICIARY OF OR SUCCESSOR TO CLIENT.

Section 4 **Termination.**

- 4.1 **Termination.** This Agreement may be terminated:

- a. by either party, for any reason, on sixty (60) days prior written notice to the other party;
- b. other than for CLIENT's failure to pay amounts billed as set forth in subsection (c) immediately below, in the event that one party is in default (the "Defaulting Party") under the terms of this Agreement, by the other party (the "Non-Defaulting Party"), provided the Non-Defaulting Party has given written notice of such default to the Defaulting Party and the Defaulting Party has not cured such default within 10 business days following receipt of such notice; or
- c. in the event that CLIENT fails to pay any amounts (as described in Exhibit A) within thirty (30) days following receipt of invoice for such amounts, such amounts include but are not limited to: (i) GB's service fee during the term of this Agreement; (ii) reconciliation billings; (iii) the service fee to continue handling claims past the termination date; or (iv) banking charges. After receipt of payment of all fees due, GB will then return all files to CLIENT in an orderly manner at cost of CLIENT.
- d. After receipt of payment of all fees due, GB will then return all files to CLIENT in an orderly manner. Any costs associated with the transfer of files shall be the obligation of the CLIENT.
- e. *To the extent Michigan workers compensation claims will be handled, the following terms shall apply:* During the term of the Agreement and as contractually obligated thereafter, GB shall be required to report claims to CLIENT's carriers and excess carriers as agreed by the parties. Either party may cancel this Agreement at any time, for any reason, by giving the other party written notice of intent to cancel at least sixty (60) days in advance, with a copy to The State of Michigan, Department of Labor, Bureau of Workers' Disability Compensation ("the State"). Subsequent to either party hereunder giving the other party notice of cancellation, CLIENT shall continue to pay GB for the claims services hereunder at the terms and rates in effect on the date notice of cancellation is given and as further set forth below. In the event the parties agree that GB will not continue handling pending Claims, GB will remain obligated to handle such Claims until or unless GB is relieved of that responsibility in writing by the State.

4.2 **Obligations Following Termination (Life of Partnership/Life of Contract).** *To the extent GB is handling Qualified Claims for Life of Partnership/Contract pricing, the following terms shall apply:* In the event of cancellation or nonrenewal of this Agreement, GB may continue to manage all pending run-off claims, and run-off claims incurred during the term but not reported prior to the date of termination if CLIENT pays GB a mutually agreed upon per claim per year open fee to continue handling open claims. Should CLIENT renew only a portion of the existing program under this Agreement (fewer states, locations, coverages, etc.), all open claims not part of the renewed portions of the program shall be considered in run-off and subject to per claim per year open fees to be agreed upon by the parties. A reduced electronic RISX-FACS® reporting package will be provided at the CLIENT's expense, as appropriate. Banking and administration fees will be charged to the CLIENT as long as GB handles the claims. Should no agreement be reached regarding these open claims, they will be returned to the CLIENT or forwarded to another party as designated by the CLIENT. Should the CLIENT elect to have the files returned to them, CLIENT agrees to reimburse GB for all payments made and subsequently paid by the bank,

on behalf of the CLIENT, until all claims are closed within the RISX-FACS® system and all claim files have been returned to the CLIENT. GB will provide an electronic, tape or paper copy of the claim information in RISX-FACS® at GB's prevailing rate on the date of termination. Upon delivery of this information to CLIENT, claim information may be deleted from the system.

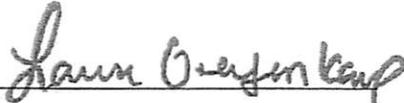
- 4.3 **Obligations Following Termination (Handle to Conclusion).** *To the extent GB is handling Qualified Claims for Handle To Conclusion pricing, the following terms shall apply:* In the event of cancellation or nonrenewal of this contract, GB will continue to manage all pending claims, and claims incurred during the term but not reported prior to the date of termination to a conclusion. Run-off services will be provided at a claims servicing branch selected by GB and a reduced RISX-FACS® reporting package will be provided at the CLIENT's expense. Banking and administration fees will be charged to the CLIENT as long as GB handles the claims. Such run-off files may be handled by GB, according to proper claim handling practices, where and as determined by GB in its discretion. Should the CLIENT elect to have the files returned to them, CLIENT agrees to reimburse GB for all payments made and subsequently paid by the bank, on behalf of the CLIENT, until all claims are closed within the RISX-FACS® system and all claim files have been returned to the CLIENT. GB will provide an electronic, tape or paper copy of the claim information in RISX-FACS® at GB's prevailing rate on the date of termination. Upon delivery of this information to CLIENT, claim information may be deleted from the system.
- 4.4 **Obligations Following Termination (Life of Partnership/Life of Contract or Handle to Conclusion).** *To the extent Michigan workers compensation claims will be handled, the following terms shall apply:* In the event GB and CLIENT cannot agree to ongoing per claim per year open run-off fees, GB will so notify the State, and continue to service the Claims until the State has provided notice to both parties that a replacement Self Insured Claims Third Party Administrator has been approved to take over claim handling.
- 4.5 **Escheat.** Unless specified otherwise in the Cost & Terms, the parties acknowledge that any and all escheat and unclaimed property obligations of any type or variety lie with CLIENT and not GB.
- 4.6 **Confidentiality and Publicity.** All terms of this Agreement and any personal or client identifiable information relative to Qualified Claims are and shall remain confidential and shall not be disclosed to any person or entity by any party hereto without the express written consent of the disclosing party unless legally required to do so.
- 4.7 **Privacy.** GB shall maintain a policy respecting informational security that includes, but is not limited to, written guidelines for: firewalls, encryption of critical data while in transit, copying or duplication of data, encryption of critical data while in storage, physical security, periodic risk assessment and security audits. Upon request and no more than annually, GB shall provide CLIENT with a copy of its most recent audited statement of internal control over financial reporting.
- 4.8 **Record Retention.** GB will retain claim files in storage facilities or by electronic copy stored on GB servers for 10 years following closure of the Claim unless otherwise required by contract or law. Thereafter, it will be the CLIENT's responsibility to notify GB that CLIENT wants the files at CLIENT's expense. Otherwise GB can return files to the carrier, if applicable, or destroy the files at GB's option. Run In Claims sent to GB will be kept in

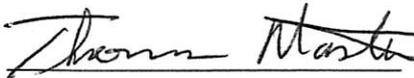
an "as is" format, will not be held by GB longer than 10 years and GB shall have no responsibility to track and store claim files for minors or those judicially ruled incompetent.

- 4.9 **Sole Claims Administrator.** During the terms of this Agreement and except as otherwise agreed to by the parties hereto, CLIENT agrees that GB shall be its sole claims administrator with respect to those Qualified Claims. CLIENT further agrees not to self-administer or engage any third party to adjust such Qualified Claims without GB's prior written consent.
- 4.10 **Waiver.** Waiver of any provision herein shall not be deemed a waiver of any other provision herein, nor shall waiver of any breach of this Agreement be construed as a continuing waiver of other breaches of the same or other provisions of this Agreement.
- 4.11 **Conflicting Terms.** The parties agree that if there is any conflict between the terms of any applicable agreement between GB and CLIENT's insurer relative to the Program and the terms of this Agreement, the terms of the insurer's contract with GB shall prevail.

Gallagher Bassett Services, Inc.

City of Riviera Beach, FL

By: 

By: 

Name: Laura Greifenkamp

Name: Thomas A. Masters

Title: Chief Financial Officer

Title: Mayor

Date: September 15, 2015

Date: October 7, 2015

RESOLUTION NO. 136-15

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF RIVIERA BEACH, PALM BEACH COUNTY, FLORIDA, INCREASING THE SALARIES FOR CERTAIN UNCLASSIFIED PART-TIME POSITIONS BY THREE (3%); AND PROVIDING AN EFFECTIVE DATE.

WHEREAS, currently the City has unclassified part-time positions that are not covered by any bargaining unit; and

WHEREAS, the unclassified positions only receive salary adjustments by approval from City council; and

WHEREAS, staff is recommending a 3% salary adjustment for positions on unclassified part-time job classification list.

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 hourly rates of the part-time positions of Summer Program Coordinator, Concession Manager, Concession Attendant, Summer Camp Aide, Library Page and Process Server be increased by three percent (3%).

<u>CLASSIFICATION</u>	<u>SALARY</u>	
	From	To
Library Page	\$8.72	\$8.98
School Crossing Guard	\$12.66	\$13.04
Process Server	\$13.91	\$14.33
Youth Worker	\$13.91	\$14.33
Summer Program Coordinator	\$13.03	\$13.42
Concession Manager	\$13.03	\$13.42
Concession Attendant	\$10.27	\$10.58
Summer Camp Aide	\$10.27	\$10.58

SECTION 2. That the salaries shall be paid from various department accounts of the City.

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

PASSED AND APPROVED this 7TH day of OCTOBER, 2015.

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APPROVED:



THOMAS A. MASTERS
MAYOR

ABSENT

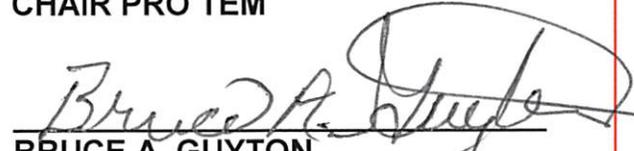
DAWN S. PARDO
CHAIRPERSON

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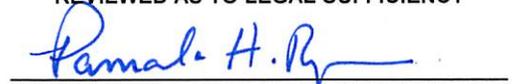
B. GUYTON AYE

K. MILLER-ANDERSON AYE

C. THOMAS AYE

D. PARDO ABSENT

T. DAVIS AYE

REVIEWED AS TO LEGAL SUFFICIENCY


PAMALA HANNA RYAN, B.C.S., CITY ATTORNEY

DATE: 10/5/15

RESOLUTION NO. 137-15

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF RIVIERA BEACH, PALM BEACH COUNTY, FLORIDA, APPROVING THE 2016 DR. MARTIN LUTHER KING, JR. BUDGET AND ACTIVITIES PROVIDING AN EFFECTIVE DATE.

WHEREAS, each year the City of Riviera Beach recognizes and celebrates the birthday of the former civil rights leader, Dr. Martin Luther King, Jr.; and

WHEREAS, staff is requesting the City Council's approval for the 2016 Dr. Martin Luther King, Jr. budget and activities; and

WHEREAS, City Council approved funds for the 2015-2016 Dr. Martin Luther King, Jr. celebration in the amount of \$19,000.00.

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 below revenues and expenditures be approved for the 2016 Dr. Martin Luther King, Jr. Celebration.

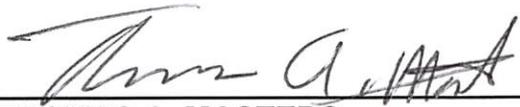
REVENUE		EXPENDITURE - 2015	
General Fund Contingency	\$19,000	Senior Citizen Luncheon	\$6,500
MLK Parade Activity Fees	\$1,400	Youth Event	\$1,500
Souvenir Journal	\$1,600	Gala Parade	\$10,000
Banquet Fees	\$6,500	Banquet	\$18,000
Vendor Fees	\$1,700	Community Service Day	\$600
Donations	\$9,800	Candlelight Vigil	\$100
		Employee/Labor Day	\$3,000
		Guest Speaker	\$10,000
		Miscellaneous	<u>\$300</u>
	<u>\$40,000</u>		\$50,000

SECTION 2. That an additional expenditure of up to \$10,000 is authorized for a guest speaker.

SECTION 3. This resolution shall take effect upon its passage.

PASSED and APPROVED this 7th day of October, 2015.

APPROVED:

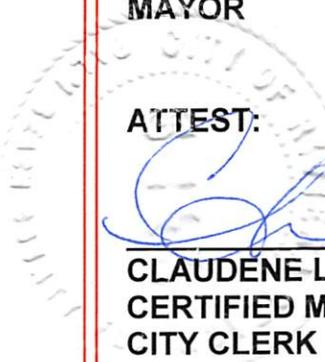


THOMAS A. MASTERS
MAYOR

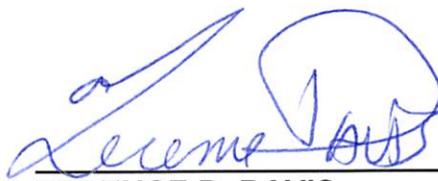
ABSENT

DAWN S. PARDO
CHAIRPERSON

ATTEST:




CLAUDENE L. ANTHONY
CERTIFIED MUNICIPAL CLERK
CITY CLERK



TERENCE D. DAVIS
CHAIR PRO TEM



BRUCE A. GUYTON
COUNCILPERSON



KaSHAMBA L. MILLER-ANDERSON
COUNCILPERSON



CEDRICK A. THOMAS
COUNCILPERSON

MOTIONED BY: B. GUYTON

SECONDED BY: C. THOMAS

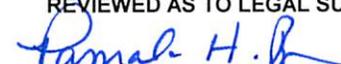
B. GUYTON AYE

K. MILLER-ANDERSON AYE

C. THOMAS AYE

D. PARDO ABSENT

T. DAVIS AYE

REVIEWED AS TO LEGAL SUFFICIENCY


PAMALA HANNA RYAN, B.C.S., CITY ATTORNEY

DATE: 10/15/15

RESOLUTION NO. 138-15

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF RIVIERA BEACH, PALM BEACH COUNTY, FLORIDA, ACCEPTING THE GRANT FUNDS FROM THE BULLETPROOF VEST PARTNERSHIP GRANT PROGRAM (BVP), BUDGET PERIOD AUGUST 11, 2015 – AUGUST 31, 2017; AUTHORIZING THE TRANSFER OF A REQUIRED CASH MATCH TOTALING \$9,490.72, FROM THE LAW ENFORCEMENT TRUST FUND – LOCAL, NUMBER 150-00-358200; AUTHORIZING THE DIRECTOR OF FINANCE AND ADMINISTRATIVE SERVICES TO SET-UP A BUDGET FOR THE BVP GRANT PROGRAM; AND PROVIDING AN EFFECTIVE DATE.

WHEREAS, the Bureau of Justice has established a Bulletproof Vest Partnership Grant Program; and

WHEREAS, the grant program will fund request for funds to help purchase bulletproof vests for law enforcement officers during the fiscal year, with the budgeted award dates of August 11, 2015 through August 31, 2017; and

WHEREAS, the City has been awarded grant funds in the amount of \$9,490.72, with a required cash match of \$9,490.72.

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 City Council is authorized to accept grant funds in the amount of \$9,490.72 from the Bulletproof Vest Partnership Grant Program.

SECTION 2: The Director of Finance and Administrative Services is authorized to transfer the required case match of \$9,490.72 from the Law Enforcement Trust Fund – Local to set up a budget for the Bulletproof Vest Partnership Grant Program as follows:

Fund	Account Number	Account Description	Amount
Revenue	113-00-331200	Federal Grant	\$9,490.72
	150-00-358200	Transfer: LETF-Local – Cash Match	\$9,490.72
Expenditure	113-0818-521-0-5201	Bulletproof Vests	\$9,490.72
	150-0817-521-0-5250	Bulletproof Vest–Match	\$9,490.72

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

PASSED AND APPROVED this 7TH day of OCTOBER, 2015.

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APPROVED:



THOMAS A. MASTERS
MAYOR

ABSENT

DAWN S. PARDO
CHAIRPERSON

ATTEST:



CLAUDENE L. ANTHONY
CERTIFIED MUNICIPAL CLERK
CITY CLERK



TERENCE D. DAVIS
CHAIR PRO TEM



BRUCE A. GUYTON
COUNCILPERSON



KASHAMBA L. MILLER-ANDERSON
COUNCILPERSON



CEDRICK A. THOMAS
COUNCILPERSON

MOTIONED BY: K. MILLER-ANDERSON

SECONDED BY: B. GUYTON

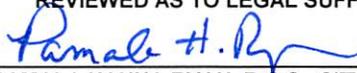
B. GUYTON AYE

K. MILLER-ANDERSON AYE

C. THOMAS AYE

D. PARDO ABSENT

T. DAVIS AYE

REVIEWED AS TO LEGAL SUFFICIENCY


PAMALA HANNA RYAN, B.C.S., CITY ATTORNEY

DATE: 10/5/15

RESOLUTION NO. 139-15

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF RIVIERA BEACH, PALM BEACH COUNTY, FLORIDA, AMENDING THE JOB CLASSIFICATION LISTS BY CREATING AND RECLASSIFYING CERTAIN CLASSIFIED AND UNCLASSIFIED POSITIONS PURSUANT TO THE 2015-2016 FISCAL BUDGET; AND PROVIDING AN EFFECTIVE DATE.

WHEREAS, the City Council has approved the creation of Classified and Unclassified positions, and reclassification of Unclassified and Classified positions; and

WHEREAS, these positions will be added or reclassified on the Job Classification List under general employees.

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

SECTION 1: That the following classified position will be reclassified and added to the General Job Classification List:

<u>JOB CLASSIFICATION LIST</u>	<u>POSITION</u>	<u>GRADE</u>	<u>SALARY RANGE</u>
FROM: General	Police Technology Specialist	13	\$43,430.06-\$67,317.21
TO: General	Police Technology Specialist	18	\$50,686.80-\$78,563.52

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

PASSED AND ADOPTED this 7TH day of OCTOBER, 2015.

APPROVED:



THOMAS A. MASTERS
MAYOR

ABSENT

DAWN S. PARDO
CHAIRPERSON

ATTEST:



CLAUDENE L. ANTHONY
CERTIFIED MUNICIPAL CLERK
CITY CLERK



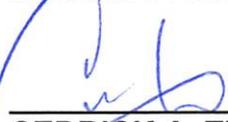
TERENCE D. DAVIS
CHAIR PRO TEM



BRUCE A. GUYTON
COUNCILPERSON



KASHAMBA L. MILLER-ANDERSON
COUNCILPERSON



CEDRICK A. THOMAS
COUNCILPERSON

MOTIONED BY: K. MILLER-ANDERSON

SECONDED BY: B. GUYTON

B. GUYTON AYE

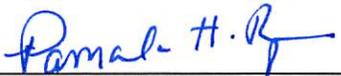
K. MILLER-ANDERSON AYE

C. THOMAS AYE

D. PARDO ABSENT

T. DAVIS AYE

REVIEWED AS TO LEGAL SUFFICIENCY



PAMALA H. RYAN, B.C.S., CITY ATTORNEY

DATE: 10/5/15

RESOLUTION NO. 140-15

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF RIVIERA BEACH, PALM BEACH COUNTY, FLORIDA, APPROVING THE PLAT ENTITLED "TROPICAL SHIPPING CORPORATE CENTER", TOTALING APPROXIMATELY 13.37 ACRES, LOCATED ON THE SOUTH SIDE OF DR. MARTIN LUTHER KING JR. BOULEVARD (SR 710); AND PROVIDING AN EFFECTIVE DATE.

WHEREAS, on April 15, 2015, the City Council approved a site plan application (SP-14-11) from Tropical Shipping USA, LLC, by Resolution No. 40-15, which included development of a new two story 30,000 square foot office building located at 1489 Dr. Martin Luther King, Jr. Boulevard; and

WHEREAS, the City received an application for plat approval (PA-15-01) named "Tropical Shipping Corporate Center" from Tropical Shipping USA, LLC, and Birdsall, Inc., to replat 13.37 acres of land, located at 1489 Dr. Martin Luther King Jr. known by parcel control numbers 56-43-42-32-35-000-0020, 56-43-42-32-38-000-0011, 56-43-42-32-38-000-0020, 56-43-42-32-38-000-0030, and 56-43-42-32-38-000-0040; and

WHEREAS, the Tropical Shipping Corporate Center Plat complies with the City's Code of Ordinances and with Florida Statutes; and

WHEREAS, the Planning and Zoning Board unanimously recommended approval of the Tropical Shipping Corporate Center Plat to the City Council on September 10, 2015; and

WHEREAS, the City Council desires to approve the Tropical Shipping Corporate Plat, attached hereto as Exhibit A.

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 City Council approves the plat entitled "Tropical Shipping Corporate Center", attached hereto and archived as part of this resolution as Exhibit A.

SECTION 2. The Mayor, City Clerk and City Engineer are authorized to sign the Tropical Shipping Corporate Center Plat.

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

RESOLUTION NO. 140-15
PAGE 2 of 2

PASSED and APPROVED this 7TH day of OCTOBER, 2015.

APPROVED:



THOMAS A. MASTERS
MAYOR

ABSENT

DAWN S. PARDO
CHAIRPERSON

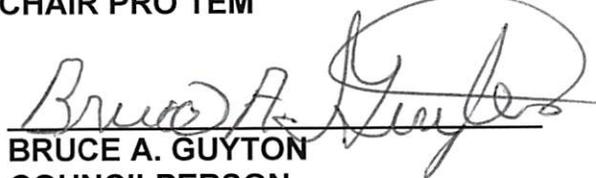
ATTEST:



CLAUDENE L. ANTHONY
CERTIFIED MUNICIPAL CLERK
CITY CLERK



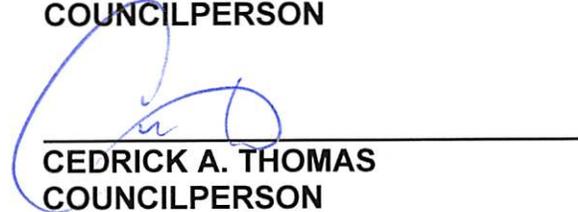
TERENCE D. DAVIS
CHAIR PRO TEM



BRUCE A. GUYTON
COUNCILPERSON



KASHAMBA L. MILLER-ANDERSON
COUNCILPERSON



CEDRICK A. THOMAS
COUNCILPERSON

MOTIONED BY: B. GUYTON

SECONDED BY: K. MILLER-ANDERSON

B. GUYTON AYE

K. MILLER-ANDERSON AYE

C. THOMAS AYE

D. PARDO ABSENT

T. DAVIS AYE

REVIEWED AS TO LEGAL SUFFICIENCY



PAMALA H. RYAN, B.C.S. CITY ATTORNEY

DATE: 10/5/15

RESOLUTION NO. 141-15

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF RIVIERA BEACH, PALM BEACH COUNTY, FLORIDA, AUTHORIZING THE RENEWAL OF LIABILITY INSURANCE COVERAGE WITH ARTHUR J. GALLAGHER OF FLORIDA, AND AUTHORIZING THE DIRECTOR FINANCE & ADMINISTRATIVE SERVICES TO MAKE PAYMENTS FROM VARIOUS CITY DEPARTMENTAL ACCOUNTS IN THE ESTIMATED AMOUNT OF \$1,645,974 FOR LIABILITY INSURANCE AND PROVIDING AN EFFECTIVE DATE.

WHEREAS, the City is in need of Worker's Compensation, Liability and Property/Casualty protected insurance coverages; and

WHEREAS, this year the City received more than \$300,000 saving in its total cost of risk for fiscal year 2015-2016; and

WHEREAS, City staff recommends renewal of liability coverage with Arthur J. Gallagher for fiscal year 2015-2016.

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

SECTION 1. That is hereby authorized to bind coverage for liability insurances with Arthur J. Gallagher for a period of one (1) year commencing October 1, 2015 through September 30, 2016.

SECTION 2. That the Director of Finance & Administrative Services is authorized to make payment from various departmental accounts in the total of \$1,645,975.

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

PASSED and APPROVED this 7TH day of October, 2015.

RESOLUTION NO. 142-15

**A RESOLUTION OF THE CITY COUNCIL OF
THE CITY OF RIVIERA BEACH, PALM BEACH
COUNTY, FLORIDA, RECOGNIZING FLORIDA
CITY GOVERNMENT WEEK, OCTOBER 18-24,
2015 AND ENCOURAGING ALL CITIZENS TO
SUPPORT THE CELEBRATION AND
CORRESPONDING ACTIVITIES.**

WHEREAS, city government is the government closest to most citizens, and the one with the most direct daily impact upon its residents; and

WHEREAS, city government is administered for and by its citizens, and is dependent upon public commitment to and understanding of its many responsibilities; and

WHEREAS, city government officials and employees share the responsibility to pass along their understanding of public services and their benefits; and

WHEREAS, Florida City Government Week is a very important time to recognize the important role played by city government in our lives; and

WHEREAS, this week offers an important opportunity to spread the word to all the citizens of Florida that they can shape and influence this branch of government which is closest to the people; and

WHEREAS, the Florida League of Cities and its member cities have joined together to teach students and other citizens about municipal government through a variety of different projects and information; and

WHEREAS, Florida City Government Week offers an important opportunity to convey to all the citizens of Florida that they can shape and influence government through their civic involvement.

**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 City of Riviera Beach does encourage all citizens, city government officials and employees to do everything possible to ensure that this week is recognized and celebrated accordingly.

Section 2. That the City of Riviera Beach does encourage educational partnerships between city government and schools.

Section 3. That the City of Riviera Beach does support and encourage all city governments to actively promote and sponsor "Florida City Government Week."

PASSED and APPROVED this 7th day of OCTOBER, 2015.

APPROVED:

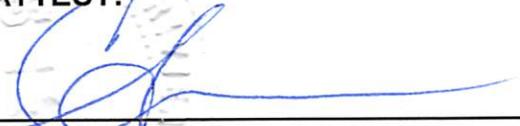


THOMAS A. MASTERS
MAYOR

ABSENT

DAWN S. PARDO
CHAIRPERSON

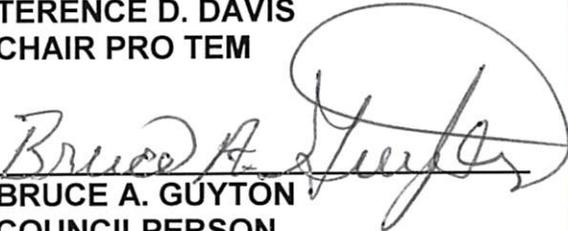
ATTEST:



CLAUDENE L. ANTHONY
CERTIFIED MUNICIPAL CLERK
CITY CLERK



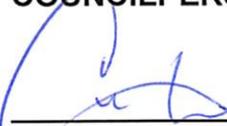
TERENCE D. DAVIS
CHAIR PRO TEM



BRUCE A. GUYTON
COUNCILPERSON



KaSHAMBA L. MILLER-ANDERSON
COUNCILPERSON



CEDRICK A. THOMAS
COUNCILPERSON

MOTIONED BY: C. THOMAS

SECONDED BY: K. MILLER-ANDERSON

B. GUYTON AYE

K. MILLER-ANDERSON AYE

C. THOMAS AYE

D. PARDO ABSENT

T. DAVIS AYE

REVIEWED AS TO LEGAL SUFFICIENCY

PAMALA H. RYAN, B.C.S., CITY ATTORNEY

DATE: _____