

RESOLUTION NO. 159-13

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF RIVIERA BEACH, PALM BEACH COUNTY, FLORIDA, AUTHORIZING THE DELETION OF THE CLASSIFIED POSITION OF PLUMBING INSPECTOR AND ADDING THE CLASSIFIED POSITION OF COMBINATION INSPECTOR AND PROVIDING AN EFFECTIVE DATE.

WHEREAS, the classified position of Plumbing Inspector became vacant and the request is to delete the position and increase the complement of Combination Inspector in the Community Development Department 2013-2014 Fiscal Year Budget; and

WHEREAS, the 2013-2014 Community Development Budget shall be amended by increasing the number of Combination Inspectors from one (1) to two (2); and

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 classified position of Plumbing Inspector be deleted from the General Employees Job Classification List as follows:

<u>JOB CLASSIFICATION</u> <u>LIST</u>	<u>POSITION</u>	<u>GRADE</u>	<u>SALARY RANGE</u>
GENERAL EMPLOYEES INSPECTOR	PLUMBING	15	\$42,683 – 66,159

SECTION 2. That the deleted position of plumbing inspector be reclassified to combination inspector as follows:

<u>JOB CLASSIFICATION</u> <u>LIST</u>	<u>POSITION</u>	<u>GRADE</u>	<u>SALARY RANGE</u>
GENERAL EMPLOYEES INSPECTOR	COMBINATION	17	\$46,106-\$71,464

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

PASSED AND APPROVED this 4TH day of DECEMBER, 2013.

APPROVED:



THOMAS MASTERS
MAYOR



CEDRICK A. THOMAS
CHAIRPERSON

ATTEST:



CARRIE E. WARD, MMC
CITY CLERK

ABSENT

DAWN S. PARDO
CHAIR PRO TEM


BRUCE A. GUYTON
COUNCILPERSON

ABSENT

JUDY L. DAVIS
COUNCILPERSON

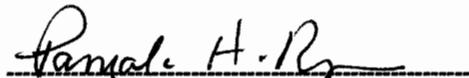

TERENCE D. DAVIS
COUNCILPERSON

MOTIONED BY: T. DAVIS

SECONDED BY: B. GUYTON

C. THOMAS AYE
D. PARDO ABSENT
B. GUYTON AYE
J. DAVIS ABSENT
T. DAVIS AYE

REVIEWED AS TO LEGAL SUFFICIENCY



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

DATE: 12/4/13

RESOLUTION NO. 160-13

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF RIVIERA BEACH, PALM BEACH COUNTY, FLORIDA, AUTHORIZING THE CITY MANAGER TO SUBMIT AN APPLICATION TO PALM BEACH COUNTY, ON BEHALF OF THE CITY, FOR COMMUNITY DEVELOPMENT BLOCK GRANT FUNDS IN THE AMOUNT OF \$180,000 FOR THE FISCAL YEAR 2013-2014 FOR RECONSTRUCTION OF WEST 37TH STREET BETWEEN AVENUE J AND AVENUE K; AND PROVIDING AN EFFECTIVE DATE.

WHEREAS, Palm Beach county receives Community Development Block Grant Funds from the U.S. Department of Housing and Urban Development for the implementation and execution of certain activities and projects; and

WHEREAS, Palm Beach County will be soliciting proposals for its Community Development Block Grant Program for fiscal year 2013-14; and

WHEREAS, The City of Riviera Beach has entered into an interlocal agreement with Palm Beach County for implementation of community development projects; and

WHEREAS, The City of Riviera Beach has conducted a public meeting, obtained citizens input on community development projects and ranked those projects.

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 hereby approves the submission of an application to Palm Beach County for Community Development Block Grant Funds for fiscal year 2013-14.

SECTION 2. That these funds are to be used for improving West 37th Street between Avenue J and Avenue K in the Northwest Neighborhood Strategy Area; and that the City is committing \$245,000 of the Street Improvement Funds for this project in addition to the County CDBG allocation of \$180,000.

SECTION 3. That these projects shall be priority number one for funding consideration.

SECTION 4. That the City Manager is authorized to execute the application

SECTION 5. That the Resolution take effect upon its passage and approval by City Council.

PASSED and APPROVED this 4TH day of DECEMBER, 2013.

APPROVED:



THOMAS A. MASTERS
MAYOR



CEDRICK A. THOMAS
CHAIRPERSON

ATTEST:



CARRIE E. WARD
MASTER MUNICIPAL CLERK
CITY CLERK

ABSENT

DAWN S. PARDO
CHAIR PRO TEM



BRUCE A. GUYTON
COUNCILPERSON

ABSENT

JUDY L. DAVIS
COUNCILPERSON



TERENCE D. DAVIS
COUNCILPERSON

MOTIONED BY: T. DAVIS

SECONDED BY: B. GUYTON

B. GUYTON AYE

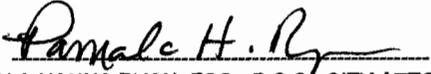
J. DAVIS ABSENT

C. THOMAS AYE

D. PARDO ABSENT

T. DAVIS AYE

REVIEWED AS TO LEGAL SUFFICIENCY


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

DATE: 12/4/13

RESOLUTION NO. 161-13

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 INTERLOCAL AGREEMENT BETWEEN THE CITY OF RIVIERA BEACH AND THE BOARD OF COUNTY COMMISSIONERS, PALM BEACH COUNTY, FOR YOUTH EMPOWERMENT TEEN PROGRAM IN THE AMOUNT OF \$100,000, AUTHORIZING THE DIRECTOR OF FINANCE AND ADMINISTRATIVE SERVICES TO SET UP A BUDGET FOR THE SAME; AND PROVIDING FOR AN EFFECTIVE DATE.

WHEREAS, the Criminal Justice Commission of Palm Beach County continues their development of a Youth Violence Prevention Project which addresses the increase in violent firearm crimes; and

WHEREAS, the Youth Empowerment Teen Program meets the requirements for administering youth prevention/intervention services; and

WHEREAS, on December 5th, 2006 the Board of County Commissioners (BCC) approved funding to initiate partnerships with Riviera Beach, West Palm Beach and Lake Worth to implement the Youth Violence Prevention Project, and

WHEREAS, the Criminal Justice Commission has recommended the use of Palm Beach County grant funds to support the partnership by providing funds for the CITY to participate; and

WHEREAS, the COUNTY agreed to reimburse the CITY for expenses, up to the amount of \$100,000 from October 1, 2013 through September 30, 2014, for the Youth Violence Prevention Project,

NOW, THEREFORE, in consideration of the mutual representations, terms, and covenants hereinafter set forth, the parties hereby agree as follows:

1. The Term of the Interlocal Agreement is amended to provide that the Interlocal Agreement shall continue until September 30, 2014.

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 Interlocal Agreement between the City of Riviera Beach and the Board of County

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Commissioners, Palm Beach County grant in the amount of \$100,000 to the Youth Empowerment Teen Program.

SECTION 2. The Director of Finance and Administrative Services is authorized to set up a budget as follows:

From:

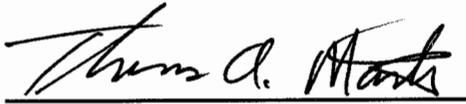
Revenue Account: 151-00-33-7200 \$100,000

To:

Regular Salary:	151-0202-569-3-1201	\$17,940
FICA:	151-0202-569-3-2101	\$1372.41
Contractual Svc:	151-0202-569-3-3101	\$22,980
Office Supplies:	151-0202-569-3-5201	\$2,500
Program Supplies:	151-0202-569-3-5201	\$600
Printing:	151-0202-569-3-4701	\$600
Food/Snacks:	151-0202-569-3-3101	\$3,000.99
Training/Dev.	151-0202-569-3-5403	\$7,961
Advertising/Market:	151-0202-569-3-3101	\$5,000
Apprenticeship:	151-0202-569-3-3101	\$38,045.60

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

APPROVED:



THOMAS A. MASTERS
MAYOR



CEDRICK A. THOMAS
CHAIRPERSON

ATTEST:



CARRIE E. WARD
MASTER MUNICIPAL CLERK
CITY CLERK

ABSENT

DAWN S. PARDO
CHAIR PRO TEM

ABSENT

JUDY L. DAVIS
COUNCILPERSON



TERENCE D. DAVIS
COUNCILPERSON



BRUCE A. GUYTON
COUNCILPERSON

MOTIONED BY: T. DAVIS

SECONDED BY: B. GUYTON

B. GUYTON AYE

J. DAVIS ABSENT

C. THOMAS AYE

D. PARDO ABSENT

T. DAVIS AYE

REVIEWED AS TO LEGAL SUFFICIENCY



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

DATE: 12/4/13

R20140071

INTERLOCAL AGREEMENT BETWEEN THE BOARD OF COUNTY COMMISSIONERS, PALM BEACH COUNTY, FLORIDA, AND THE CITY OF RIVIERA BEACH, FLORIDA

THIS INTERLOCAL AGREEMENT is made as of the ____ day of ^{JAN 14 2014}, 2013, by and between Palm Beach County, a Political Subdivision of the State of Florida, by and through its Board of Commissioners, hereinafter referred to as the COUNTY, and the City of Riviera Beach, a municipality located in Palm Beach County, Florida, hereinafter referred to as the CITY, each one constituting a public agency as defined in Part I of Chapter 163, Florida Statutes.

WITNESSETH:

WHEREAS, Section 163.01 of the Florida Statutes, known as the Florida Interlocal Cooperation Act of 1969, authorizes local governmental units to make the most efficient use of their powers by enabling them to cooperate with other localities on a basis of mutual advantage and thereby to provide services and facilities in a manner and pursuant to forms of governmental organization that will harmonize geographic, economic, population and other factors influencing the needs and development of local communities; and

WHEREAS, Part I of Chapter 163 of the Florida Statutes permits public agencies as defined therein to enter into interlocal agreements with each other to exercise jointly any power, privilege, or authority which such agencies share in common and which each might exercise separately; and

WHEREAS, The Criminal Justice Commission (CJC), upon direction from the Board of County Commissioners (BCC), continues the development of a Youth Violence Prevention Project which addresses the increase in violent crimes; and

WHEREAS, the COUNTY will reimburse the CITY for the expenses outlined in the budget, Exhibit B, up to the amount of \$100,000 from October 1, 2013 through September 30, 2014 for the Youth Violence Prevention Project set forth in Exhibits A; and

NOW, THEREFORE, in consideration of the mutual representations, terms and covenants hereinafter set forth, the parties hereto agree as follows:

ARTICLE 1 - SERVICES AND PROGRAMMATIC REQUIREMENTS

The CITY'S responsibility under this INTERLOCAL AGREEMENT is to provide professional services in the area of YOUTH VIOLENCE PREVENTION/YOUTH EMPOWERMENT CENTER, as more specifically set forth in the Scope of Work detailed in Exhibit A.

The CITY agrees that it shall implement one Youth Empowerment Center as part of the countywide efforts of the Youth Violence Prevention Project in partnership with the COUNTY.

The CITY agrees to specific programmatic requirements, including but not limited to, the following:

- A. Maintain books, records, documents, and other evidence which sufficiently and properly reflects all costs of any nature expended in the performance of this Contract in accordance with generally accepted accounting principles.
- B. Maintain records in accordance with the Public Records Law, Chapter 119, Florida Statutes.
- C. No private or confidential data collected, maintained or used during the course of the contract period shall be disseminated except as authorized by statute during the contract period or thereafter.
- D. Allow the COUNTY, through the Criminal Justice Commission, to monitor the CITY and ensure that the fiscal and programmatic goals as outlined in the Scope of Work (Exhibit A) are adhered to by permitting authorized representatives to have access to records upon reasonable notice for the purpose of review, analysis, inspection and audit. Services will be monitored against administrative and programmatic standards designed to measure program efficiency and effectiveness. The CITY shall maintain business and accounting records detailing the performance of the contract. Monitoring includes announced and unannounced site visits performed by the COUNTY. The CITY shall comply with site visits.
- E. Reimburse funds to COUNTY that are deemed by the COUNTY in its sole discretion to be misused or misspent.
- F. The COUNTY'S Executive Director of the Criminal Justice Commission may authorize adjustments in the budget of up to 10% provided there is not an increase in the total amount.
- G. The COUNTY'S representative shall review in advance all capital, event, and trip expenses in excess of \$500.00. All events/trips must have their own budgets. All equipment and capital items costing more than \$300.00 shall be inventoried and marked. A list of all such items shall be provided to the COUNTY'S representative within twenty (20) days of receipt and prior to payment by the COUNTY. In the event of the termination of the Youth Violence Prevention Project/Youth Empowerment Center by either party under this or subsequent contracts, the items purchased hereunder shall be immediately transferred to the COUNTY.
- H. All subcontracts for services herewith, shall require prior review and written authorization by the COUNTY'S representative.
- I. Submit a Report of Monthly Measurable Outcomes Report for each program, within 10 days of the end of each calendar month (i.e. January 10, for the month of December) that reflects the CITY'S progress in attaining its goals as outlined in the Scope of Work, Exhibit A. Failure to provide this information in a timely fashion and in the format required will be grounds for financial reimbursements to be withheld by COUNTY staff.

ARTICLE 2 – CONTRACT REPRESENTATIVE/LIAISON

The COUNTY'S representative/liaison during the performance of this INTERLOCAL AGREEMENT shall be Brenda Oakes, telephone no. 355-1617.

The CITY'S representative/liaison during the performance of this INTERLOCAL AGREEMENT shall be Valerie Grimsley, telephone number 840-0135. Subcontract providers report to the CITY's representative.

ARTICLE 3 – SCHEDULE

The CITY shall commence services on October 1, 2013 and regardless of the date COUNTY executes complete all services by September 30, 2014.

ARTICLE 4 - PAYMENTS TO CITY

A. The total amount to be paid by the COUNTY under this INTERLOCAL AGREEMENT for all services and shall not exceed a total INTERLOCAL AGREEMENT amount of one-hundred thousand, dollars (\$100,000). The CITY shall notify the COUNTY's representative in writing when 90% of the "not to exceed amount" has been reached. The CITY will bill the COUNTY on a monthly basis, or as otherwise provided, at the amounts set forth in Exhibit B for services rendered toward the completion of the Scope of Work. Where incremental billings for partially completed items are permitted, the total billings shall not exceed the estimated percentage of completion as of the billing date.

B. The CITY shall submit monthly programmatic reports and monthly financial invoices to the COUNTY which will include a reference to this INTERLOCAL AGREEMENT, identify the project and identify the amount due and payable to the CITY, as well as confirmation of the CITY's expenditures for the Project. Programmatic reports received trigger payments to the CITY. Invoices and related backup shall be provided to support grant funds and CITY funds.

C. Invoices received from the CITY pursuant to this INTERLOCAL AGREEMENT will be reviewed and approved by the COUNTY's representative, to verify that services have been rendered in conformity with the INTERLOCAL AGREEMENT. Approved invoices will then be sent to the Finance Department for payment. Invoices will normally be paid within thirty (30) days following the COUNTY representative's approval.

D. Final Invoice: In order for both parties herein to close their books and records, the CITY will clearly state "final invoice" on the CITY'S final/last billing to the COUNTY. This shall constitute CITY'S certification that all services have been properly performed and all charges and costs have been invoiced to Palm Beach County. Any other charges not properly included on this final invoice are waived by the CITY.

ARTICLE 5 - TERMINATION

This INTERLOCAL AGREEMENT may be terminated by the CITY upon sixty (60) days' prior written notice to the COUNTY's representative in the event of substantial failure by the COUNTY to perform in accordance with the terms of this INTERLOCAL AGREEMENT through no fault of the CITY. It may also be terminated, in whole or in part, by the COUNTY, with or without cause, immediately upon written notice to the CITY. Unless the CITY is in breach of this INTERLOCAL AGREEMENT, the CITY shall be paid for services rendered to the COUNTY'S satisfaction through the date of termination. After receipt of a Termination Notice and except as otherwise directed by the COUNTY the CITY shall:

- A. Stop work on the date and to the extent specified.
- B. Terminate and settle all orders and subcontracts relating to the performance of the terminated work.
- C. Transfer all work in process, completed work, and other materials related to the terminated work to the COUNTY, including program, capital and equipment items purchased.
- D. Continue and complete all parts of the work that have not been terminated.

ARTICLE 6 – PERSONNEL

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

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

Any changes or substitutions in the CITY'S key personnel, as may be listed in Exhibit A, must be made known to the COUNTY'S representative and written approval must be granted by the COUNTY's representative before said change or substitution can become effective.

The CITY warrants that all services shall be performed by skilled and competent personnel to the highest professional standards in the field.

All of the CITY'S personnel (and all subcontractors), while on COUNTY premises, will comply with all COUNTY requirements governing conduct, safety and security.

ARTICLE 7 - SUBCONTRACTING

The COUNTY reserves the right to accept the use of a subcontractor or to reject the selection of a particular subcontractor and to inspect all facilities of any subcontractor in order to make a determination as to the capability of the subcontractor to perform properly under this INTERLOCAL AGREEMENT. The CITY is encouraged to seek additional small business enterprises for participation in subcontracting opportunities. If the CITY uses any subcontractors on this project the following provisions of this Article shall apply:

If a subcontractor fails to perform or make progress, as required by this INTERLOCAL AGREEMENT, and it is necessary to replace the subcontractor to complete the work in a timely fashion, the CITY shall promptly do so, subject to acceptance of the new subcontractor by the COUNTY.

The CITY agrees to maintain all relevant records and information necessary to document compliance with the Palm Beach County Code and will allow the COUNTY to inspect such records.

ARTICLE 8 - AVAILABILITY OF FUNDS

The COUNTY'S performance and obligation to pay under this INTERLOCAL AGREEMENT for subsequent fiscal years are contingent upon annual appropriations for its purpose by the Board of County Commissioners.

ARTICLE 9 – INDEMNIFICATION

The parties to this INTERLOCAL AGREEMENT and their respective officers and employees shall not be deemed to assume any liability for the acts, omissions, and negligence of the other party. Further, nothing contained herein shall be construed as a waiver of sovereign immunity by either party, as provided for in section 768.28, Florida Statutes.

ARTICLE 10 - SUCCESSORS AND ASSIGNS

The COUNTY and the CITY each binds itself and its partners, successors, executors, administrators and assigns to the other party and to the partners, successors, executors, administrators and assigns of such other party, in respect to all covenants of this INTERLOCAL AGREEMENT. Except as above, neither the COUNTY nor the CITY shall assign, sublet, convey or transfer its interest in this INTERLOCAL AGREEMENT without the prior written consent of the other.

ARTICLE 11 – REMEDIES

This INTERLOCAL AGREEMENT shall be governed by the laws of the State of Florida. Any legal action necessary to enforce the INTERLOCAL 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 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, 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.

No provision of this INTERLOCAL AGREEMENT is intended to, or shall be construed to, create any third party beneficiary or to provide any rights to any person or entity not a party to this INTERLOCAL AGREEMENT, including but not limited to any citizen or employees of the COUNTY and/or CITY.

ARTICLE 12 - CONFLICT OF INTEREST

The CITY represents that it presently has no interest and shall acquire no interest, either direct or indirect, which would conflict in any manner with the performance of services required hereunder, as provided for in Chapter 112, Part III, Florida Statutes, and the Palm Beach County Code of Ethics. The CITY further represents that no person having any such conflict of interest shall be employed for said performance of services.

The CITY shall promptly notify the COUNTY's representative, in writing, by certified mail, of all potential conflicts of interest of any prospective business association, interest or other circumstance which may influence or appear to influence the CITY'S judgement or quality of services being provided hereunder. Such written notification shall identify the prospective business association, interest or circumstance, the nature of work that the CITY may undertake and request an opinion of the COUNTY as to whether the association, interest or circumstance would, in the opinion of the

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

ARTICLE 13 - EXCUSABLE DELAYS

The CITY shall not be considered in default by reason of any failure in performance if such failure arises out of causes reasonably beyond the control of the CITY or its subcontractors and without their fault or negligence. Such causes include, but are not limited to, acts of God, force majeure, natural or public health emergencies, labor disputes, freight embargoes, and abnormally severe and unusual weather conditions.

Upon the CITY'S request, the COUNTY shall consider the facts and extent of any failure to perform the work and, if the CITY'S failure to perform was without it or its subcontractors fault or negligence, the INTERLOCAL AGREEMENT Schedule and/or any other affected provision of this INTERLOCAL AGREEMENT shall be revised accordingly, subject to the COUNTY'S rights to change, terminate, or stop any or all of the work at any time.

ARTICLE 14 – ARREARS

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

ARTICLE 15 - DISCLOSURE AND OWNERSHIP OF DOCUMENTS

The CITY shall deliver to the COUNTY's representative for approval and acceptance, and before being eligible for final payment of any amounts due, all documents and materials prepared by and for the COUNTY under this INTERLOCAL AGREEMENT.

To the extent allowed by Chapter 119, Florida Statutes, all written and oral information not in the public domain or not previously known, and all information and data obtained, developed, or supplied by the COUNTY or at its expense will be kept confidential by the CITY and will not be disclosed to any other party, directly or indirectly, without the COUNTY'S prior written consent unless required by a lawful court order. All drawings, maps, sketches, programs, data base, reports and other data developed, or purchased, under this INTERLOCAL AGREEMENT for or at the COUNTY'S expense shall be and remain the COUNTY'S property and may be reproduced and reused at the discretion of the COUNTY.

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

Notwithstanding any other provision in this INTERLOCAL AGREEMENT, all documents, records, reports and any other materials produced hereunder shall be subject to disclosure, inspection and audit, pursuant to the Palm Beach County Office of the Inspector General, Palm Beach County Code, Sections 2-421 - 2-440, as amended.

ARTICLE 16 - INDEPENDENT CONTRACTUAL RELATIONSHIP

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

The CITY does not have the power or authority to bind the COUNTY in any promise, agreement or representation.

ARTICLE 17 - CONTINGENT FEES

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

ARTICLE 18 - ACCESS AND AUDITS

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

Palm Beach County has established the Office of the Inspector General in Palm Beach County Code, Section 2-421 - 2-440, as may be amended. The Inspector General's authority includes but is not limited to the power to review past, present and proposed County INTERLOCAL AGREEMENTS, transactions, accounts and records, to require the production of records, and to audit, investigate, monitor, and inspect the activities of the CITY, its officers, agents, employees, and lobbyists in order to ensure compliance with INTERLOCAL AGREEMENT requirements and detect corruption and fraud.

Failure to cooperate with the Inspector General or interfering with or impeding any investigation shall be in violation of Palm Beach County Code, Section 2-421 - 2-440, and punished pursuant to Section 125.69, Florida Statutes, in the same manner as a second degree misdemeanor.

ARTICLE 19 – NONDISCRIMINATION

The CITY warrants and represents that all of its employees are treated equally during employment without regard to race, color, religion, disability, sex, age, national origin, ancestry, marital status, familial status, sexual orientation, gender identity and expression.

ARTICLE 20 - AUTHORITY TO PRACTICE

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

ARTICLE 21 – SEVERABILITY

If any term or provision of this INTERLOCAL AGREEMENT, or the application thereof to any person or circumstances shall, to any extent, be held invalid or unenforceable, the remainder of this INTERLOCAL AGREEMENT, or the application of such terms or provision, to persons or circumstances other than those as to which it is held invalid or unenforceable, shall not be affected, and every other term and provision of this INTERLOCAL AGREEMENT shall be deemed valid and enforceable to the extent permitted by law.

ARTICLE 22 - PUBLIC ENTITY CRIMES

As provided in F.S. 287.132-133, by entering into this INTERLOCAL AGREEMENT or performing any work in furtherance hereof, the CITY certifies that it, its affiliates, suppliers, subcontractors and CITYs who will perform hereunder, have not been placed on the convicted vendor list maintained by the State of Florida Department of Management Services within the 36 months immediately preceding the date hereof. This notice is required by F.S. 287.133(3)(a).

ARTICLE 23 - MODIFICATIONS OF WORK

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

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

If the COUNTY elects to make the change, the COUNTY shall initiate a Contract Amendment and the CITY shall not commence work on any such change until such written amendment is signed by the CITY and approved and executed on behalf of Palm Beach County.

ARTICLE 24 – NOTICE

All notices required in this INTERLOCAL AGREEMENT shall be sent by certified mail, return receipt requested, hand delivery or other delivery service requiring signed acceptance. If sent to the COUNTY, notices shall be addressed to:

Michael Rodriguez, Executive Director
Palm Beach County Criminal Justice Commission
301 North Olive Avenue – 10TH floor
West Palm Beach, FL 33401

With copy to:
Palm Beach County Attorney's Office
301 North Olive Ave. – 6th floor
West Palm Beach, Florida 33401

If sent to the CITY, notices shall be addressed to:
Thomas A. Masters, Mayor
600 W. Blue Heron Blvd.
City of Riviera Beach
Riviera Beach, FL 33404

ARTICLE 25 - ENTIRETY OF INTERLOCAL AGREEMENTUAL AGREEMENT

The COUNTY and the CITY agree that this INTERLOCAL 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 INTERLOCAL AGREEMENT may be added to, modified, superseded or otherwise altered, except by written instrument executed by the parties hereto in accordance with Article 25- Modifications of Work.

ARTICLE 26 - CRIMINAL HISTORY RECORDS CHECK

If CITY'S employees or subcontractors are required under this INTERLOCAL AGREEMENT to enter a "critical facility," as identified in Resolution R-2003-1274, the CITY shall comply with the provisions of Chapter 2, Article IX of the Palm Beach County Code ("Criminal History Records Check" section). The CITY acknowledges and agrees that all employees and subcontractors who are to enter a "critical facility" will be subject to a fingerprint based criminal history records check. Although COUNTY agrees to pay for all applicable FDLE/FBI fees required for criminal history record checks, the CITY shall be solely responsible for the financial, schedule, and staffing implications associated in complying with this section of the Palm Beach County Code.

The CITY shall conduct a Criminal History Records Check including fingerprinting for all CITY employees or subcontractors who are in direct contact with youth program participants as per Florida Statute, Chapter 435.

ARTICLE 27 - REGULATIONS; LICENSING REQUIREMENTS

The CITY shall comply with all laws, ordinances and regulations applicable to the services contemplated herein, to include those applicable to conflict of interest and collusion. CITY is

presumed to be familiar with all federal, state and local laws, ordinances, codes and regulations that may in any way affect the services offered.

ARTICLE 28 - INSURANCE

Without waiving the right to sovereign immunity as provided by *s.768.28 f.s.*, the CITY acknowledges to be self-insured for General Liability and Automobile Liability under Florida sovereign immunity statutes with coverage limits of \$200,000 Per Person and \$300,000 Per Occurrence; or such monetary waiver limits that may change and be set forth by the legislature.

In the event the CITY maintains third-party Commercial General Liability and Business Auto Liability in lieu of exclusive reliance of self-insurance under *s.768.28 f.s.*, the CITY shall agree to maintain said insurance policies at limits not less than \$500,000 combined single limit for bodily injury or property damage

The CITY agrees to maintain or to be self-insured for Worker's Compensation & Employer's Liability insurance in accordance with Florida Statute 440.

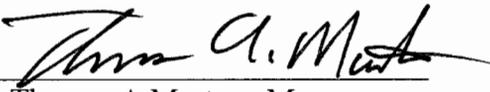
When requested, the CITY shall agree to provide an affidavit or Certificate of Insurance evidencing insurance, self-insurance and/or sovereign immunity status, which COUNTY agrees to recognize as acceptable for the above mentioned coverages.

Compliance with the foregoing requirements shall not relieve the CITY of its liability and obligations under this INTERLOCAL AGREEMENT.

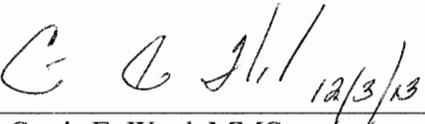
THE REMAINDER OF THIS PAGE IS INTENTIONALLY LEFT BLANK

IN WITNESS WHEREOF, the Board of County Commissioners of Palm Beach County, Florida has made and executed this INTERLOCAL AGREEMENT on behalf of the COUNTY and CITY has hereunto set its hand the day and year above written

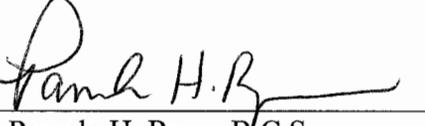
CITY: Riviera Beach, FL

By: 
Thomas A Masters, Mayor
Riviera Beach, FL

ATTEST:

By:  12/3/13
Carrie E. Ward, MMC
City Clerk

APPROVED AS TO FORM
AND LEGAL SUFFICIENCY

By: 
Pamala H. Ryan, B.C.S.
City Attorney

R2014-0071

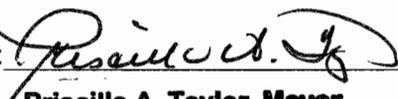
ATTEST:

JAN 14 2014
Sharon R. Bock, Clerk and Comptroller

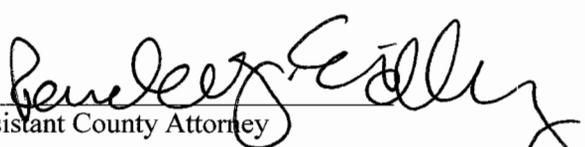
By: 
Deputy Clerk



**PALM BEACH COUNTY
BOARD OF COUNTY
COMMISSIONERS**

By: 
Priscilla A. Taylor, Mayor

APPROVED AS TO FORM
AND LEGAL SUFFICIENCY

By: 
Assistant County Attorney

APPROVED AS TO TERMS
AND CONDITIONS

By: 
Michael L. Rodriguez
Executive Director

Riviera Beach Youth Empowerment Center Program:	Responsibility
Youth Empowerment Facility	City
<p>Youth/Teen Advisory Council Council or Board of youth from the target area meets every other month minimally to recommend programs and policies of the Youth Empowerment Center. Agendas and minutes are prepared and submitted as well as sign in sheets. Youth are pre and post tested on leadership skills.</p> <p>The Center should be adequately staffed and 2014 funds should be used to enhance the current staffing complement. Staff selection should mirror the youth served and preference should be given to adding a male to the current complement.</p>	City
<p>Teen Center Provide educational and recreational programming 5 days a week (minimum) with 10 interest-based programs/pro-social activities per week (excluding recreation). Maintain a clean safe and secure environment. Work with the youth council to identify new educational recreational programs, activities and special events. Provide a monthly calendar for public release no later than the 1st day of the month.</p>	City
<p>Targeted Recruitment Recruitment should be targeted for at-risk youth. Sources are not limited to but should include: juvenile probation officers, youth court participants, participants of other diversion programs, school personnel and law enforcement.</p>	
<p>Courts Partner with Alternative Sanctions by participating in the Evening Reporting Center program.</p>	Courts/City
<p>After-school Activities Provide a variety of the latest recreational programs: martial arts, yoga, surfing, swimming, tennis hip hop dance, and organized athletics.</p>	City
<p>Tutoring Provide after-school tutoring, including assessment and or SAT skill building. Collect report cards and mid-semester reports to target youth's educational deficiencies.</p>	City
<p>Mentoring Provide mentors for youth to support and be positive role models. Staff to serve as adult mentors.</p>	City
<p>Job Training and Employment Services Partner with Workforce Alliance or other source to provide at-risk youth resources leading to graduation, additional workplace skills, and job placement.</p>	Workforce Alliance and Palm Beach Community College
<p>Case Management – Informal Provide information on existing resources for youth including school programs, job training and employment opportunities, and services available.</p>	City and MOU with collaborating agencies
<p>Assessment Each youth is assessed for risk of offending or reoffending using the Domains Assessment or the Prevention Assessment Tool. Assessments are submitted monthly.</p>	City
<p>Transportation The youth surveyed indicated that a major issue to attending programs and activities is transportation. The city must provide transportation at multiple pick up and drop off sites and field trips.</p>	City
<p>Collaborative Partnerships Leadership or the City's designated contact person participates in a minimum of ten (10) CJC or School District sponsored collaborative meetings throughout the year.</p>	City-Youth Empowerment Administrative Staff
<p>Life Skills Provide a variety of life skills in an environment conducive to learning and interesting to high school youth.</p>	City
<p>Admission – Terminated Youth are admitted on the first day of participation and are terminated at request or after 120 days of non participation.</p>	City

EXPENDITURES		City Funding	County Funding
1. Salaries			
a. Director		54575.04	
b. P/T Youth Worker	\$15.00/hr x 30 hrs/wk x 52 wks	23400	\$ 17,940.00
c. P/T Recreation Worker	\$11.50/hrly x 30hrs/wk x 52wks		
	Total Salaries	77975.04	\$ 17,940.00
2. Employee Benefits			
a. FICA [.0765 x \$77,975.04.00=\$5965.09]		5965.09	
FICA (.0765 x \$17940.00=1372.41) - P/T Recreation Worker			\$ 1,372.41
b. Retirement (52.20% of salary amount \$54,575.04)	(Not needed per admin)	8879	
c. Health & Dental Insurance		172	
d. Life Insurance			
		15016.09	\$ 1,372.41
3. Total Employee Benefits			
		92991.13	\$ 19,312.41
4. Total Salaries & Benefits			
5. Facilities Management - Vehicle Maintenance - Fuel Charges			
a. Building Maintenance (plumbing, A/C maintenance, etc.)		250	
b. Yearly fire extinguisher inspection		50	
c. Yearly fire monitoring service – 1yr contract (Simplex Grinnell - Contract ending 09/30/2014)		1096	
d. Pest Control - \$40 x 12 months		480	
e. Vehicle Maintenance		1800	
f. Fuel		1800	
		5476	
Total Facilities Management - Vehicle			
5a. Facilities (In-Kind)			
YEP Administrative Office - location Lindsey Davis (main building)			
100 sq ft x \$17.93 per square foot (market rent) x 12 months			

6. Communications/Utilities a. Telephone (Building Land Line monthly billing \$65.00 x 780.00) b. Utilities (Water \$ 65 monthly x 12=\$780) c. Internet Service/Cable (Comcast) \$124.00 x 12 months=\$1488 d. Sprint Mobile (\$99 x 12 monthly=\$1188)	300 780 1488 1188	
7. Total Building/Occupancy - Vehicle Maintenance - Fuel - Communications - Utilities	5632	
8. Printing & Supplies a. Office Supplies (Pens, Paper, Pencils, Folders, etc) b. Advertising & Marketing c. Toshiba Copier/Fax Monthly Maintenance (\$112.45 x 12 months=\$1349.40) d. Youth Off-site Site Tee-Shirts 75 shirts x \$8.00 per shirt e. Printing & Binding	600 \$ 1,150.60 500 \$ 5,000.00 \$ 1,349.40 \$ 600.00 600 \$ 600.00	
9. Total Printing/Supplies/Marketing	1700 \$ 8,700.00	
10. Food Service a. Sam's - snacks, lunches, etc. (\$500.00 quarterly x 4 quarters)	1575 \$ 3,000.99 1575 \$ 3,000.99	
11. Educational Programs a. WHAT THE FUNCTION (EOC, FLVS, INDIVIDUAL/GROUP SUBJECT TUTORIAL) Group ACT prep b. Science Dissection/Anatomy program \$12 x (30) youth participants c. College Tour/Admission/Information Session (shared cost with parents/fundraising) Scholarships Seminars	1500 \$ 3,500.00 \$ 360.00 2000 \$ 3,500.00	
12. Prevention Programs	Total 3500 \$ 7,360.00	
a. CAP - Street Smart - Making Healthy Decision (4 weeks - no cost) b. National Community Corp. - Conflict Resolution/Ani (12 weeks - 1hr per session x \$50.00 per session) c. Black Male Explorer's Program - FAMU (6 week program held at Florida A&M University - \$150 (shared cost w/parents per youth x (4) you	600 \$ 1,800.00	

d. In-school/group mentoring (boys/girls)	(24 weeks - in school mentoring (12) middle school girls & (12) high school girls			\$	3,000.00
e. Real Men Reach Back Boys Group Mentoring	(24 weeks - 2x monthly - 30 young men)			\$	3,000.00
f. Job Shadowing	(6 week program - 1hr per session - no cost) Junior Achievement			\$	4,320.00
g. Work Readiness - Petty Investment	(\$30/hrly x 6hrs per week x (24) weeks = \$4320)				
Community Employment Linkage - (12) youth to be placed					
Total		600		\$	12,120.00
13. Media/Film Projects					
a. Media/Film/Editing Projects - (2) neighborhood film projects	(5) Teen Talk Shows (show topics will discuss pertinent topics/issues affecting youth in today's society) - to be displayed on Channel 18	1000		\$	3,500.00
Total		1000		\$	3,500.00
14. Leadership Trainings (Staff & Teen Visionary Council & YEP Youth)					
a. National Youth Learning Service Conference - Washington, D.C. April 10-12, 2014 - Teen Visionary Council (5) Teens to attend	\$275 (registration) x (5) youth participants, (1) Staff \$475 (registration) Chaperone	500		\$	1,850.00
	Hotel Cost \$179 per night x (3) rooms			\$	537.00
	Airfare Cost \$150 x (5) youth/(1) Staff Chaperone			\$	900.00
b. National Mentoring Conference, Arlington, VA January 30th & 31st, 2014	\$375 (registration) x (2) staff	500		\$	2,400.00
	Hotel Cost \$179 per night x (2) nights x (1) room			\$	358.00
	Airfare Cost \$180 x (2) staff			\$	360.00
c. Self Esteem - Team Building Rope Challenge FAU Rope Challenge	\$25 per youth x (20) youth participants			\$	500.00
d. CSC Staff Trainings	i.e. Cultural Competency, abuse/neglect, etc.	125		\$	126.00
Total		1125		\$	7,961.00
15. Apprenticeship Programs					
a. Build A Computer - Take it Home	(8-12) week Program (upon finishing program youth/family will receive (12) months of Internet services at residence at \$9.95 per month)			\$	4,500.00
	(24) youth to be trained				

RESOLUTION NO. 162-13

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF RIVIERA BEACH, PALM BEACH COUNTY, FLORIDA, APPROVING THE SPECIAL EXCEPTION APPLICATION FROM BEAR NECESSITY DAYCARE, TO OPERATE A LARGE FAMILY CHILD CARE HOME, LOCATED AT 1951 AVENUE "H" EAST AND; PROVIDING FOR AN EFFECTIVE DATE.

WHEREAS, Section 31-62 of the City of Riviera Beach Land Development Code establishes the requirements for granting Special Exception applications; and

WHEREAS, the City Council amended Daycare Land Development Regulations via Ordinance No. 3092 on May 18, 2011; and

WHEREAS, Special Exception review and approval by the City Council is required for a Large Family Child Care Home (up to 12 children); and

WHEREAS, on September 4, 2013, City Council approved Ordinance 4029, which waived the established Site Plan application fee (\$1,500), the Special Exception application fee (\$2,000) and the advertising fee (\$1,000) for a period of one year for all Large Family Child Care Home applications; and

WHEREAS, LaConia Butler, submitted a Special Exception application for a Large Family Child Care Home on September 9, 2013; and

WHEREAS, Staff has reviewed the application and the application meets the City's requirements for granting a Special Exception approval; and

WHEREAS, the Planning and Zoning Board met on November 14, 2013 to review the Special Exception application and recommended approval to the City Council; and

WHEREAS, the City Council finds that the proposed Special Exception application is consistent with the City's Comprehensive Plan and the Land Development Code Regulations.

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 finds that the Special Exception application from Bear Necessity Daycare is consistent with the City's Comprehensive Plan and the Land

RESOLUTION NO. 162-13
PAGE 2 OF 3

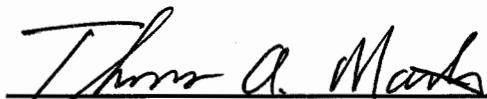
Development Regulations, and hereby approves it to operate at 1951 Avenue "H" east.

SECTION 2. Should any one or more of the provisions or elements of this Resolution be held invalid, such provision or element shall be null and void, and shall be deemed separate from the remaining provisions or elements and shall in no way affect the validity of any of the remaining provisions or elements of the Resolution.

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

PASSED and APPROVED this 4TH day of DECEMBER, 2013.

APPROVED:



THOMAS A. MASTERS
MAYOR



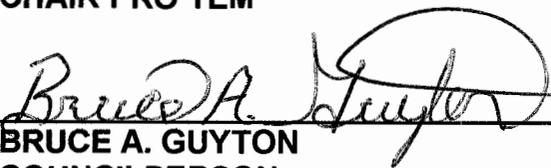
CEDRICK A. THOMAS
CHAIRPERSON

ATTEST:



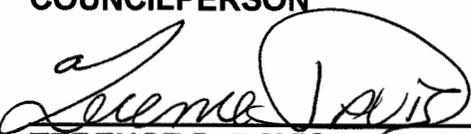
CARRIE E. WARD
MASTER MUNICIPAL CLERK
CITY CLERK

ABSENT
DAWN S. PARDO
CHAIR PRO TEM



BRUCE A. GUYTON
COUNCILPERSON

ABSENT
JUDY L. DAVIS
COUNCILPERSON



TERENCE D. DAVIS
COUNCILPERSON

RESOLUTION NO. 162-13
PAGE 3 OF 3

MOTIONED BY: B. GUYTON

SECONDED BY: T. DAVIS

C. THOMAS AYE

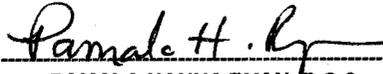
D. PARDO ABSENT

B. GUYTON AYE

J. DAVIS ABSENT

T. DAVIS AYE

REVIEWED AS TO LEGAL SUFFICIENCY


Pamala H. Ryan
PAMALA HANNA RYAN, B.C.S.,
CITY ATTORNEY

DATE: 12/4/13

RESOLUTION NO. 163-13

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF RIVIERA BEACH, PALM BEACH COUNTY, FLORIDA, APPROVING THE SPECIAL EXCEPTION APPLICATION FROM A GRANDMA'S LOVE FAMILY DAYCARE, TO OPERATE A LARGE FAMILY CHILD CARE HOME, LOCATED AT 1600 AVENUE "F" AND; PROVIDING FOR AN EFFECTIVE DATE.

WHEREAS, Section 31-62 of the City of Riviera Beach Land Development Code establishes the requirements for granting Special Exception applications; and

WHEREAS, the City Council amended Daycare Land Development Regulations via Ordinance No. 3092 on May 18, 2011; and

WHEREAS, Special Exception review and approval by the City Council is required for a Large Family Child Care Home (up to 12 children); and

WHEREAS, on September 4, 2013, City Council approved Ordinance 4029, which waived the established Site Plan application fee (\$1,500), the Special Exception application fee (\$2,000) and the advertising fee (\$1,000) for a period of one year for all Large Family Child Care Home applications; and

WHEREAS, Diana Bembery Rhodes, submitted a Special Exception application for a Large Family Child Care Home on September 10, 2013; and

WHEREAS, Staff has reviewed the application and the application meets the City's requirements for granting a Special Exception approval; and

WHEREAS, the Planning and Zoning Board met on November 14, 2013 to review the Special Exception application and recommended approval to the City Council; and

WHEREAS, the City Council finds that the proposed Special Exception application is consistent with the City's Comprehensive Plan and the Land Development Code Regulations.

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 finds that the Special Exception application from A Grandma's Love Family Daycare is consistent with the City's Comprehensive Plan and

RESOLUTION NO. 163-13
PAGE 2 OF 3

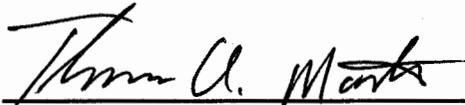
the Land Development Regulations, and hereby approves it to operate at 1600 Avenue F.

SECTION 2. Should any one or more of the provisions or elements of this Resolution be held invalid, such provision or element shall be null and void, and shall be deemed separate from the remaining provisions or elements and shall in no way affect the validity of any of the remaining provisions or elements of the Resolution.

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

PASSED and APPROVED this 4TH day of DECEMBER, 2013.

APPROVED:

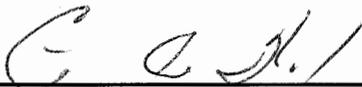


THOMAS A. MASTERS
MAYOR



CEDRICK A. THOMAS
CHAIRPERSON

ATTEST:



CARRIE E. WARD
MASTER MUNICIPAL CLERK
CITY CLERK

ABSENT

DAWN S. PARDO
CHAIR PRO TEM



BRUCE A. GUYTON
COUNCILPERSON

ABSENT

JUDY L. DAVIS
COUNCILPERSON



TERENCE D. DAVIS
COUNCILPERSON

RESOLUTION NO. 163-13
PAGE 3 OF 3

MOTIONED BY: B. GUYTON

SECONDED BY: T. DAVIS

C. THOMAS AYE

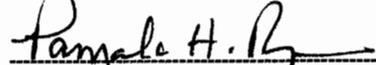
D. PARDO ABSENT

B. GUYTON AYE

J. DAVIS ABSENT

T. DAVIS AYE

REVIEWED AS TO LEGAL SUFFICIENCY



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

DATE: 12/4/13

RESOLUTION NO. 164-13

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF RIVIERA BEACH, PALM BEACH COUNTY, FLORIDA, APPROVING THE SPECIAL EXCEPTION APPLICATION FROM EULA GRAY'S FAMILY DAYCARE, TO OPERATE A LARGE FAMILY CHILD CARE HOME, LOCATED AT 301 W. 22ND CT. AND; PROVIDING FOR AN EFFECTIVE DATE.

WHEREAS, Section 31-62 of the City of Riviera Beach Land Development Code establishes the requirements for granting Special Exception applications; and

WHEREAS, the City Council amended Daycare Land Development Regulations via Ordinance No. 3092 on May 18, 2011; and

WHEREAS, Special Exception review and approval by the City Council is required for a Large Family Child Care Home (up to 12 children); and

WHEREAS, on September 4, 2013, City Council approved Ordinance 4029, which waived the established Site Plan application fee (\$1,500), the Special Exception application fee (\$2,000) and the advertising fee (\$1,000) for a period of one year for all Large Family Child Care Home applications; and

WHEREAS, Eula Gray, submitted a Special Exception application for a Large Family Child Care Home on September 10, 2013; and

WHEREAS, Staff has reviewed the application and the application meets the City's requirements for granting a Special Exception approval; and

WHEREAS, the Planning and Zoning Board met on November 14, 2013 to review the Special Exception application and recommended approval to the City Council; and

WHEREAS, the City Council finds that the proposed Special Exception application is consistent with the City's Comprehensive Plan and the Land Development Code Regulations.

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 finds that the Special Exception application from Eula Gray's Family Daycare is consistent with the City's Comprehensive Plan and the

RESOLUTION NO. 164-13

PAGE 2 OF 3

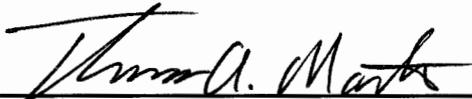
Land Development Regulations, and hereby approves it to operate at 301 W. 22nd Ct.

SECTION 2. Should any one or more of the provisions or elements of this Resolution be held invalid, such provision or element shall be null and void, and shall be deemed separate from the remaining provisions or elements and shall in no way affect the validity of any of the remaining provisions or elements of the Resolution.

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

PASSED and APPROVED this 4TH day of DECEMBER, 2013.

APPROVED:



**THOMAS A. MASTERS
MAYOR**



**CEDRICK A. THOMAS
CHAIRPERSON**

ATTEST:



**CARRIE E. WARD
MASTER MUNICIPAL CLERK
CITY CLERK**

ABSENT

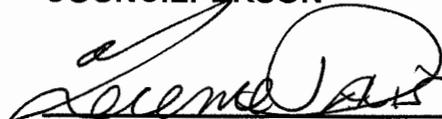
**DAWN S. PARDO
CHAIR PRO TEM**



**BRUCE A. GUYTON
COUNCILPERSON**

ABSENT

**JUDY L. DAVIS
COUNCILPERSON**



**TERENCE D. DAVIS
COUNCILPERSON**

RESOLUTION NO. 164-13

PAGE 3 OF 3

MOTIONED BY: B. GUYTON

SECONDED BY: T. DAVIS

C. THOMAS AYE

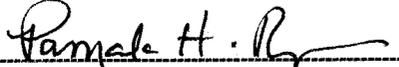
D. PARDO ABSENT

B. GUYTON AYE

J. DAVIS ABSENT

T. DAVIS AYE

REVIEWED AS TO LEGAL SUFFICIENCY



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

DATE: 12/4/13

RESOLUTION NO. 165-13

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF RIVIERA BEACH, PALM BEACH COUNTY, FLORIDA, APPROVING THE SPECIAL EXCEPTION APPLICATION FROM ANDREA'S LITTLE ANGELS FAMILY CHILD CARE, TO OPERATE A LARGE FAMILY CHILD CARE HOME, LOCATED AT 574 W. 6TH ST. AND; PROVIDING FOR AN EFFECTIVE DATE.

WHEREAS, Section 31-62 of the City of Riviera Beach Land Development Code establishes the requirements for granting Special Exception applications; and

WHEREAS, the City Council amended Daycare Land Development Regulations via Ordinance No. 3092 on May 18, 2011; and

WHEREAS, Special Exception review and approval by the City Council is required for a Large Family Child Care Home (up to 12 children); and

WHEREAS, on September 4, 2013, City Council approved Ordinance 4029, which waived the established Site Plan application fee (\$1,500), the Special Exception application fee (\$2,000) and the advertising fee (\$1,000) for a period of one year for all Large Family Child Care Home applications; and

WHEREAS, Andrea D. Frith, submitted a Special Exception application for a Large Family Child Care Home on September 13, 2013; and

WHEREAS, Staff has reviewed the application and the application meets the City's requirements for granting a Special Exception approval; and

WHEREAS, the Planning and Zoning Board met on November 14, 2013 to review the Special Exception application and recommended approval to the City Council; and

WHEREAS, the City Council finds that the proposed Special Exception application is consistent with the City's Comprehensive Plan and the Land Development Code Regulations.

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 finds that the Special Exception application from Andrea's Little Angels Family Child Care is consistent with the City's Comprehensive

RESOLUTION NO. 165-13

PAGE 2 OF 3

Plan and the Land Development Regulations, and hereby approves it to operate at 574 W. 6th St.

SECTION 2. Should any one or more of the provisions or elements of this Resolution be held invalid, such provision or element shall be null and void, and shall be deemed separate from the remaining provisions or elements and shall in no way affect the validity of any of the remaining provisions or elements of the Resolution.

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

PASSED and APPROVED this 4TH day of DECEMBER, 2013.

APPROVED:



**THOMAS A. MASTERS
MAYOR**



**CEDRICK A. THOMAS
CHAIRPERSON**

ATTEST:



**CARRIE E. WARD
MASTER MUNICIPAL CLERK
CITY CLERK**

ABSENT

**DAWN S. PARDO
CHAIR PRO TEM**



**BRUCE A. GUYTON
COUNCILPERSON**

ABSENT

**JUDY L. DAVIS
COUNCILPERSON**



**TERENCE D. DAVIS
COUNCILPERSON**

RESOLUTION NO. 165-13
PAGE 3 OF 3

MOTIONED BY: B. GUYTON

SECONDED BY: T. DAVIS

C. THOMAS AYE

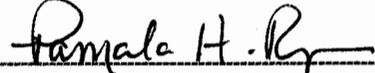
D. PARDO ABSENT

B. GUYTON AYE

J. DAVIS ABSENT

T. DAVIS AYE

REVIEWED AS TO LEGAL SUFFICIENCY



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

DATE: 12/4/13

RESOLUTION NO. 166-13

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF RIVIERA BEACH, PALM BEACH COUNTY, FLORIDA, APPROVING THE SPECIAL EXCEPTION APPLICATION FROM BOATWRIGHT FAMILY CHILD CARE HOME, TO OPERATE A LARGE FAMILY CHILD CARE HOME, LOCATED AT 390 W. 33RD ST. AND; PROVIDING FOR AN EFFECTIVE DATE.

WHEREAS, Section 31-62 of the City of Riviera Beach Land Development Code establishes the requirements for granting Special Exception applications; and

WHEREAS, the City Council amended Daycare Land Development Regulations via Ordinance No. 3092 on May 18, 2011; and

WHEREAS, Special Exception review and approval by the City Council is required for a Large Family Child Care Home (up to 12 children); and

WHEREAS, on September 4, 2013, City Council approved Ordinance 4029, which waived the established Site Plan application fee (\$1,500), the Special Exception application fee (\$2,000) and the advertising fee (\$1,000) for a period of one year for all Large Family Child Care Home applications; and

WHEREAS, Nathaniel Boatwright and Sandra Boatwright, submitted a Special Exception application for a Large Family Child Care Home on September 18, 2013; and

WHEREAS, Staff has reviewed the application and the application meets the City's requirements for granting a Special Exception approval; and

WHEREAS, the Planning and Zoning Board met on November 14, 2013 to review the Special Exception application and recommended approval to the City Council; and

WHEREAS, the City Council finds that the proposed Special Exception application is consistent with the City's Comprehensive Plan and the Land Development Code Regulations.

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 finds that the Special Exception application from Boatwright Family Child Care Home is consistent with the City's Comprehensive Plan and the Land Development Regulations, and hereby approves it to operate at 390 W.

RESOLUTION NO. 166-13
PAGE 2 OF 3

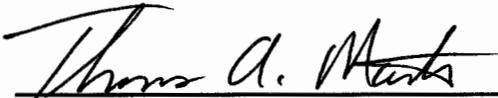
33rd St.

SECTION 2. Should any one or more of the provisions or elements of this Resolution be held invalid, such provision or element shall be null and void, and shall be deemed separate from the remaining provisions or elements and shall in no way affect the validity of any of the remaining provisions or elements of the Resolution.

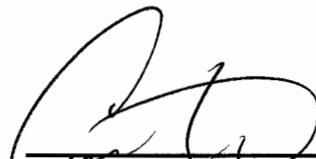
SECTION 3. This Resolution shall take effect immediately upon approval.

PASSED and APPROVED this 4TH day of DECEMBER, 2013.

APPROVED:



THOMAS A. MASTERS
MAYOR



CEDRICK A. THOMAS
CHAIRPERSON

ATTEST:



CARRIE E. WARD
MASTER MUNICIPAL CLERK
CITY CLERK

ABSENT

DAWN S. PARDO
CHAIR PRO TEM



BRUCE A. GUYTON
COUNCILPERSON

ABSENT

JUDY L. DAVIS
COUNCILPERSON



TERENCE D. DAVIS
COUNCILPERSON

RESOLUTION NO. 166-13
PAGE 3 OF 3

MOTIONED BY: B. GUYTON

SECONDED BY: T. DAVIS

C. THOMAS AYE

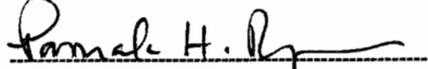
D. PARDO ABSENT

B. GUYTON AYE

J. DAVIS ABSENT

T. DAVIS AYE

REVIEWED AS TO LEGAL SUFFICIENCY



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

DATE: 12/4/13

RESOLUTION NO. 167-13

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF RIVIERA BEACH, PALM BEACH COUNTY, FLORIDA, REQUESTING THE STATE OF FLORIDA DEPARTMENT OF TRANSPORTATION TO PROHIBIT FISHING FROM BLUE HERON BRIDGE NO. 930269 AND TO INSTALL "NO FISHING" SIGNS; AND PROVIDING AN EFFECTIVE DATE.

RESOLUTION DEFERRED TO THE DECEMBER 18TH, 2013 REGULAR CITY COUNCIL MEETING

WHEREAS, the Florida Department of Transportation (FDOT) owns and maintains Blue Heron Bridge No. 930269, which is located in the City of Riviera Beach; and

WHEREAS, FDOT regulates fishing from state road bridges in accordance with section 316.1305, Florida Statutes (2013); and

WHEREAS, the City of Riviera Beach (City) has received complaints from boaters and divers concerning their personal safety when pedestrians fish from the Blue Heron Bridge; and

WHEREAS, the City has also determined that it is unsafe for pedestrians to fish from the top of the bridge because of the high rate of speed of oncoming vehicular traffic; and

WHEREAS, the City therefore requests that FDOT prohibit fishing from the bridge and install "no fishing" type signs on the bridge; and

WHEREAS, the City will enforce the regulation in accordance with the law.

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 above recitations are hereby true and incorporated herein.

SECTION 2. That City of Riviera Beach requests FDOT to prohibit fishing from the Blue Heron Bridge No. 930269 and install "no fishing" signs on the bridge.

SECTION 3. That this resolution shall become effective upon its passage.

PASSED and APPROVED this _____ day of _____, 2013.

RESOLUTION NO. 168-13

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF RIVIERA BEACH, PALM BEACH COUNTY, FLORIDA, APPROVING AN INTERLOCAL AGREEMENT BETWEEN THE BOARD OF COUNTY COMMISSIONERS, PALM BEACH COUNTY, FLORIDA, AND THE CITY OF RIVIERA BEACH, FLORIDA; ACCEPTING FUNDING IN THE AMOUNT OF \$83,400 FOR THE CONTINUATION OF REENTRY SERVICES; AUTHORIZING THE DIRECTOR OF FINANCE AND ADMINISTRATIVE SERVICES TO SET UP A BUDGET FOR THE SAME AND AUTHORIZING THE MAYOR AND CITY CLERK TO EXECUTE THE AGREEMENT; AND PROVIDING FOR AN EFFECTIVE DATE.

WHEREAS, the COUNTY through the Criminal Justice Commission (CJC) is administering Department of Justice, Justice Assistance Grants (JAG Grants); and

WHEREAS, the CJC of Palm Beach County continues their commitment to successful offender reentry; and

WHEREAS, the purpose of the County-wide reentry effort is to reduce recidivism, rebuild ties between offenders and their families, protect the public, assist offenders in establishing a self-sustaining life and support evidence-based practices; and

WHEREAS, the CJC developed a five year reentry strategic plan with a goal of reducing recidivism by 50% over 5 years; and

WHEREAS, in order to meet the goals and objectives of the County's Reentry Initiative, the implementation of pre and post release services are critical, which include the services of two (2) part-time case managers to professionally and ethically implement the program goals; and

WHEREAS, the COUNTY has agreed to reimburse the CITY for the expenses in an amount not to exceed Eighty-Three Thousand Four Hundred Dollars (\$83,400) from October 1, 2013 through September 30, 2014 to provide reentry services.

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

RESOLUTION NO. 168-13

PAGE 2

SECTION 1. That the Mayor and City Clerk are authorized to execute the Interlocal Agreement between the City of Riviera Beach and the Board of County Commissioners, Palm Beach County for the Justice Service Center.

SECTION 2. The Director of Finance and Administrative Services is authorized to set up a budget for the same:

<u>Revenues</u>	
JSC Revenue	\$83,400
<u>Expenditures</u>	
Personnel	\$ 1,378
Travel/Training	\$2,400
Supplies	\$15,000
Other-Transitional Housing, Ex-offender Support Services, On-The-Job Training Stipends	<u>\$20,000</u>
Total	\$ 83,400

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

PASSED AND APPROVED this 18 day of 12/, 2013.

APPROVED:



THOMAS A. MASTERS
MAYOR



CEDRICK A. THOMAS
CHAIRPERSON

ATTEST:



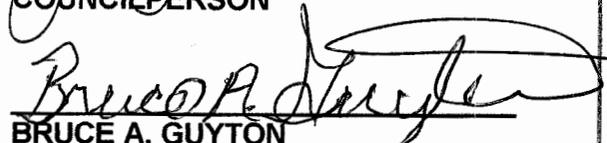
CARRIE E. WARD
MASTER MUNICIPAL CLERK
CITY CLERK



DAWN S. PARDO
CHAIR PRO TEM



JUDY L. DAVIS
COUNCILPERSON



BRUCE A. GUYTON
COUNCILPERSON

RESOLUTION NO. 168-13
PAGE 3

MOTIONED BY: D. PARDO

SECONDED BY: T. DAVIS

B. GUYTON AYE

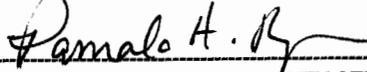
J. DAVIS AYE

C. THOMAS AYE

D. PARDO AYE

T. DAVIS AYE

REVIEWED AS TO LEGAL SUFFICIENCY


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

DATE: 12/18/13

**INTERLOCAL AGREEMENT BETWEEN PALM BEACH COUNTY AND
THE CITY OF RIVIERA BEACH FOR COMMUNITY REENTRY**

THIS INTERLOCAL AGREEMENT ("ILA" or "Agreement") is made as of 7th day of January, 2014 by and between the Board of County Commissioners, Palm Beach County, a political subdivision of the State of Florida (herein referred to as the "COUNTY"), and the City of Riviera Beach, a municipality located in Palm Beach County, Florida (herein referred to as the CITY), each one constituting a public agency as defined in Part I of Chapter 163, Florida Statutes.

WITNESSETH:

WHEREAS, Section 163.01, Florida Statutes, known as the "Florida Interlocal Cooperation Act of 1969" authorizes public agencies to make the most efficient use of their powers 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; and

WHEREAS, Part I of Chapter 163, Florida Statutes, permits public agencies defined therein to enter into ILA with each other to jointly exercise any power, privilege, or authority which such agencies share in common and which each might exercise separately; and

WHEREAS, the COUNTY through the Criminal Justice Commission (CJC) is administering Department of Justice, Justice Assistance Grants (JAG Grants); and

WHEREAS, the purpose of the County-wide reentry effort is to reduce recidivism, rebuild ties between offenders and their families, protect the public, assist offenders in establishing a self-sustaining life; and support evidence-based practices; and

WHEREAS, the CJC developed a five year reentry strategic plan with a goal of reducing recidivism by 50% over 5 years; and

WHEREAS, in order to meet the goals and objectives of the County's Reentry Initiative, the implementation of pre and post release services are critical, which include the services of two (2) part-time case managers to professionally and ethically implement the program goals; and

WHEREAS, the COUNTY has agreed to reimburse the CITY for the expenses outlined in the Budget, Exhibit B, in an amount not to exceed Eighty-Three Thousand Four Hundred Dollars (\$83,400) from October 1, 2013 through September 30, 2014; and

WHEREAS, the CITY agrees to be bound by the requirements of the Department of Justice, JAG Program Standard Conditions.

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

SECTION 1 – SERVICES - SCOPE OF WORK

The CITY'S responsibilities under this ILA are to hire two (2) part-time case managers and deliver ex-offender support services, as more fully outlined in the Scope of Work attached hereto and marked as Exhibit A.

The COUNTY'S representative/liaison during the performance of this ILA shall be Michael Rodriguez, telephone no. (561) 355-4943.

The CITY'S representative/liaison during the performance of this ILA shall be Ruth Jones, telephone no. (561) 845-4010.

SECTION 2 – TERM OF CONTRACT

The CITY shall commence services on October 1, 2013, and complete all services by September 30, 2014. The parties agree that the CITY will be entitled to payment for services rendered beginning on October 1, 2013, notwithstanding the date the ILA is executed by the COUNTY.

The data and other deliverables required to be collected and inputted by the Case Managers into the CJC Reentry Network (RENEW), shall be done on a regular basis, no later than every quarter, as referenced in Exhibit A.

SECTION 3 - PAYMENTS TO THE CITY

- A. The total amount to be paid by the COUNTY under this ILA for all services shall not exceed a total contract amount of eighty-three thousand and four hundred dollars (\$83,400). "Out-of-pocket" expenses are not permissible under this ILA. The CITY shall notify the COUNTY's representative in writing when 90% of the "not to exceed amount" has been reached. The CITY will bill the COUNTY on a monthly basis at the amounts set forth in Exhibit B for services rendered toward the completion of the Scope of Work.
- B. Invoices received from the CITY pursuant to this ILA will be reviewed and approved by the COUNTY's representative, to verify that services have been rendered in conformity with the ILA. Approved invoices will then be sent to the Finance Department for payment. Invoices will normally be paid within thirty (30) days following the COUNTY representative's approval.
- C. Final Invoice: In order for both parties herein to close their books and records, the CITY will clearly state "final invoice" on the CITY'S final/last billing to the COUNTY. This shall constitute CITY'S certification that all services have been properly performed and all charges and costs have been invoiced to Palm Beach County. Any other charges not properly included on this final invoice are waived by the CITY.

SECTION 4 - ACCESS AND AUDITS

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

Palm Beach County has established the Office of the Inspector General in Palm Beach County Code Section 2-421 – 2-440, as may be amended. The Inspector General's authority includes but is not limited to the power to review past, present and proposed County contracts, transactions, accounts and records, to require the production of records, and to audit, investigate, monitor, and inspect the activities of the CITY, its officers, agents, employees, and lobbyists in order to ensure compliance with ILA requirements and detect corruption and fraud.

Failure to cooperate with the Inspector General or interfering with or impeding any investigation shall be in violation of Palm Beach Code, Section 2-421 – 2-440, and punished pursuant to Section 125.69, Florida Statutes, in the same manner as a second degree misdemeanor.

SECTION 5 - TERMINATION

This Agreement may be terminated by either party upon thirty (30) days written notice to the other party.

SECTION 6 - NOTICE

All notices required in this ILA shall be sent by certified mail, return receipt requested, hand delivery or other delivery service requiring signed acceptance. If sent to the COUNTY, notices shall be addressed to:

Michael L. Rodriguez, Executive Director
Criminal Justice Commission
301 North Olive Avenue, Suite 1001
West Palm Beach, Florida 33401

With copy to:

Palm Beach County Attorney's Office
301 North Olive Avenue- 6th Floor
West Palm Beach, Florida 33401

If sent to the CITY, notices shall be addressed to:

Ruth Jones
600 W. Blue Heron Blvd.
City of Riviera Beach
Riviera Beach, FL 33404

SECTION 7 - DELEGATION OF DUTY

Nothing contained herein shall be deemed to authorize the delegation of the constitutional or statutory duties of the officers of the COUNTY and the CITY.

SECTION 8 - FILING

A copy of this ILA shall be filed with the Clerk and Comptroller in and for Palm Beach County.

SECTION 9 - LIABILITY

The parties to this ILA and their respective officers and employees shall not be deemed to assume any liability for the acts, omissions, and negligence of the other party. Further, nothing herein shall be construed as a waiver of sovereign immunity by either party, pursuant to Section 768.28, Florida Statutes.

SECTION 10 - REMEDIES

This ILA shall be governed by the laws of the State of Florida. Any legal action necessary to enforce the ILA 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 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, 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.

No provision of this ILA is intended to, or shall be construed to, create any third party beneficiary or to provide any rights to any person or entity not a party to this ILA, including but not limited to any citizen or employees of the COUNTY and/or the CITY.

SECTION 11 - NONDISCRIMINATION

The CITY warrants and represents that all of its employees are treated equally during employment without regard to race, color, religion, disability, sex, age, national origin, ancestry, marital status, familial status, sexual orientation, gender identity and expression.

SECTION 12 - INSURANCE BY THE CITY

Without waiving the right to sovereign immunity as provided by *s.768.28 F.S.*, the CITY acknowledges to be self-insured for General Liability and Automobile Liability under Florida sovereign immunity statutes with coverage limits of \$200,000 Per Person and \$300,000 Per Occurrence; or such monetary waiver limits that may change and be set forth by the legislature.

Prior to execution of the agreement, the CITY agrees to maintain or to be self-insured for Worker's Compensation & Employer's Liability insurance in accordance with Florida Statute 440.

When requested, the CITY shall provide an affidavit or Certificate of Insurance evidencing insurance, self-insurance and/or sovereign immunity status, which the COUNTY agrees to recognize as acceptable for the above mentioned coverages. Compliance with the foregoing requirements shall not relieve the CITY of its liability and obligations under this ILA.

SECTION 13 – PUBLIC ANNOUNCEMENTS

The CITY, and its subcontractors, shall include information in all public announcements, presentations, advertisements, special events and printed materials relating to the program and its activities thereafter, that the funding has been provided by the Palm Beach County Criminal Justice Commission, the Palm Beach County Board of County Commissioners, and the United States Department of Justice; failing to adhere to the notice requirement will result in forfeiting reimbursement as it relates to the event.

SECTION 14 - REGULATIONS; LICENSING REQUIREMENTS

The CITY shall comply with all laws, ordinances and regulations applicable to the services contemplated herein, to include those applicable to conflict of interest and collusion. The CITY is presumed to be familiar with all federal, state and local laws, ordinances, codes and regulations that may in any way affect the services offered.

SECTION 15 - PROGRAMMATIC REQUIREMENTS

The CITY agrees to specific programmatic requirements, including but not limited to, the following:

- A. Maintain books, records, documents, and other evidence which sufficiently and properly reflects all costs of any nature expended in the performance of this ILA in accordance with generally accepted accounting principles.
- B. Maintain records in accordance with the Public Records Law, Chapter 119, Florida Statutes.
- C. No private or confidential data collected, maintained or used during the course of the ILA period shall be disseminated except as authorized by statute during the ILA period or thereafter.
- D. Allow the COUNTY, through the Criminal Justice Commission, to monitor the CITY and ensure that the fiscal and programmatic goals as outlined in the Scope of Work (Exhibit A) are adhered to by permitting authorized representatives to have access to records upon reasonable notice for the purpose of review, analysis, inspection and audit. Such inspections may include unannounced site visits. Services will be monitored against administrative and programmatic standards designed to measure program efficiency and effectiveness. The CITY shall maintain business and accounting records detailing the performance of the ILA.

- E. To support programmatic monitoring and evaluation, the CITY will complete and submit a “logic model form” that will identify the CITY’S program activities, outputs, and desired outcomes (immediate, intermediate, and long-term) to the satisfaction of the authorized representatives or agents of the COUNTY and/or the Criminal Justice Commission. The completed satisfactory “logic model form” must be submitted to the COUNTY within 30 days after the ILA is in force. Training will be provided by the COUNTY and/or Criminal Justice Commission to help the CITY complete the “logic model form”.
- F. Reimburse funds to COUNTY that are deemed by the COUNTY in its sole discretion to be misused or misspent.
- G. The CITY agrees to be bound by the requirements of the Department of Justice (JAG) Standard Conditions as outlined in the attachment (Exhibit C) and the attachment is incorporated by reference and made a part of this ILA.

SECTION 16 - AVAILABILITY OF FUNDS

The COUNTY'S performance and obligation to pay under this ILA for subsequent fiscal years is contingent upon annual appropriations for its purpose by the Board of County Commissioners.

SECTION 17 - MODIFICATIONS OF WORK

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

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

If the COUNTY elects to make the change, the COUNTY shall initiate an ILA Amendment and the CITY shall not commence work on any such change until such written amendment is signed by the CITY and approved and executed on behalf of Palm Beach County.

SECTION 18 - SEVERABILITY

If any term or provision of this ILA, or the application thereof to any person or circumstances shall, to any extent, be held invalid or unenforceable, the remainder of this ILA, or the application of such terms or provision, to persons or circumstances other than those as to which it is held invalid or unenforceable, shall not be affected, and every other term and provision of this ILA shall be deemed valid and enforceable to the extent permitted by law.

SECTION 19 - ENTIRETY OF CONTRACTUAL AGREEMENT

The COUNTY and the CITY agree that this ILA 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 ILA may be added to, modified, superseded or otherwise altered, except by written instrument executed by the parties hereto in accordance with Section 18- Modifications of Work.

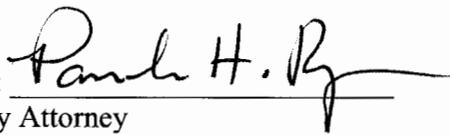
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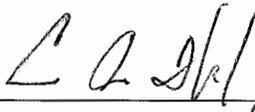
IN WITNESS WHEREOF, the COUNTY and the CITY have hereunto set its hand the day and year above written.

CITY OF RIVIERA BEACH

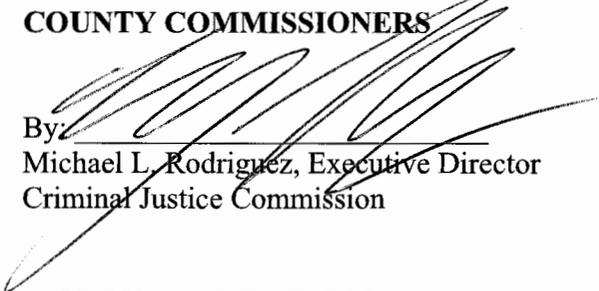
By: 
Thomas A. Masters, Mayor

APPROVED AS TO FORM
AND LEGAL SUFFICIENCY

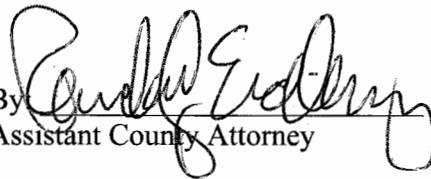
By: 
City Attorney

ATTEST: 
By: 12/31/13
City Clerk

**PALM BEACH COUNTY BOARD OF
COUNTY COMMISSIONERS**

By: 
Michael L. Rodriguez, Executive Director
Criminal Justice Commission

APPROVED AS TO FORM
AND LEGAL SUFFICIENCY

By: 
Assistant County Attorney

APPROVED AS TO TERMS
AND CONDITIONS

By: 
Craig Spatara
RESTORE Program Manager
Criminal Justice Commission

SCOPE OF WORK

Interlocal Agreement between Palm Beach County and the City of Riviera Beach.

Effective Date: October 1, 2013 - September 30, 2014

Objective

Palm Beach County, through its Criminal Justice Commission (CJC), created a strategic plan with a goal of reducing recidivism by 50% over 5 years for ex-offenders returning from the Florida Department of Corrections or the Palm Beach County Jail. To this end, The City of Riviera Beach, shall be responsible to provide services primarily to those ex-offenders returning to the northern region of Palm Beach County.

Services to be Provided by the City

The City of Riviera Beach shall be responsible to:

- Provide two (2) part time case managers who will provide case management for Ex-Offenders returning to the northern region of Palm Beach County through the Florida Department of Corrections.
- Provide Transitional Housing for those Ex-Offenders that are in need of the service.
- Facilitate "Ex-Offender Support Services" to include Identification Assistance, Peer Support Groups, Family Reunification Counseling and Events, Literacy and GED Classes, Trade Education and Certification and Mental Health Treatment Services, etc. by referring Ex-Offenders to outside service providers.
- Make the case managers available for all meetings, trainings and events as scheduled by the CJC-RESTORE Program Manager.
- Follow RESTORE policies & procedures, as may be amended from time to time.

Evaluation/Data Collection

The City of Riviera Beach will fully cooperate with the Criminal Justice Commission to develop an approved Logic Model which will be the established mechanisms for providing detailed data for the purposes of evaluation of the reentry program.

The City of Riviera Beach will collect and input all required data in the CJC Reentry Network (RENEW), on a regular basis, no later than every quarter.

BUDGET WORKSHEET, NARRATIVE and SUMMARY	
A. PERSONNEL	
1. Case Manager x 2 - The Case Managers will have primary responsibility for case managing Ex-Offenders assigned through the RESTORE Initiative. They will also be responsible for facilitating "Ex-Offender Support Services" and Transitional Housing.	47,022
SUB-TOTAL PERSONNEL	47,022
B. FRINGE BENEFITS	
SUB-TOTAL FRINGE BENEFITS	0
C. TRAVEL/TRAINING	
1. Local mileage-Staff (Reimburse \$.555 per mile x 2,483 miles)	1,378
SUB-TOTAL TRAVEL / TRAINING	1,378
D. SUPPLIES	
1. Bus Passes	1,000
2. Office Supplies	2,000
3. Rent	10,000
4. Web-site	500
5. Copier Lease	1500
SUB-TOTAL SUPPLIES	15,000
E. OTHER	
1. Transitional Housing	5,000
2. Ex-Offender Support Services	5,000
3. Incentives	5,000
4. On the Job Training	4,000
5. Marketing	1,000
SUB-TOTAL OTHER	20,000

Exhibit B

BUDGET WORKSHEET, NARRATIVE and SUMMARY	
A. PERSONNEL	47,022
B. FRINGE BENEFITS	0
C. TRAVEL/TRAINING	1,378
D. SUPPLIES	15,000
E. OTHER	20,000
TOTAL PROJECT BUDGET	83,400

Edward Byrne Memorial Justice Assistance Grant (JAG) Program
Florida Department of Law Enforcement

Standard Conditions

Conditions of agreement requiring compliance by units of local government (subgrant recipients), implementing agencies, and state agencies upon signed acceptance of the subgrant award appear in this section. Upon approval of this subgrant, the approved application and the following terms of conditions will become binding. Failure to comply with provisions of this agreement will result in required corrective action up to and including project costs being disallowed and termination of the project, as specified in item 18 of this section.

1. **All Subgrant Recipients must comply with the financial and administrative requirements set forth in the current edition of the U.S. Department of Justice, Office of Justice Programs (OJP) Financial Guide (Financial Guide) (www.ojp.usdoj.gov/financialguide/index.htm) and the Edward Byrne Memorial Justice Assistance Grant (JAG) program guidance (www.bja.gov/ProgramDetails.aspx?Program_ID=59) as well as Federal statutes, regulations, policies, guidelines and requirements and Florida laws and regulations including but not limited to:**

- **Florida Administrative Code, Chapter 11D-9, "Edward Byrne Memorial State and Local Law Enforcement Assistance Formula Grant Program": www.flrules.org/**
- **Office of Management and Budget (OMB) Circulars: www.whitehouse.gov/omb/circulars**
 - **A-21 (2 CFR 220), "Cost Principles for Educational Institutions"**
 - **A-87 (2 CFR 225), "Cost Principles for State, Local and Indian Tribal Governments"**
 - **A-102, "Grants and Cooperative Agreements with State and Local Governments"**
 - **A-110 (2 CFR 215), "Uniform Administrative Requirements for Grants and Cooperative Agreements"**
 - **A-122 (2 CFR 230), "Cost Principles for Non-Profit Organizations"**
 - **A-133, "Audits of States, Local Governments, and Non-Profit Organizations"**
- **Code of Federal Regulations: www.gpo.gov/fdsys/**
 - **2 CFR 175.15(b), "Award Term for Trafficking in Persons"**
 - **28 CFR 38, "Equal Treatment for Faith-Based Organizations"**
 - **28 CFR 66, "U.S. Department of Justice Common Rule for State And Local Governments" (Common Rule)**
 - **28 CFR 83, "Government-Wide Requirements for Drug-Free Workplace (Grants)"**
 - **28 CFR 18, 22, 23, 30, 35, 42, 61, and 63**
- **Public Law 109-162, Title XI—Department of Justice Reauthorization, Subtitle B—Improving the Department of Justice's Grant Programs, Chapter 1—Assisting Law Enforcement and Criminal Justice Agencies, Sec. 1111. Merger of Byrne Grant Program and Local Law Enforcement Block Grant Program: www.bja.gov/ProgramDetails.aspx?Program_ID=59.**
- **United States Code: www.gpo.gov/fdsys/**
 - **42 U.S.C. 3711 et seq., "Omnibus Crime Control and Safe Streets Act of 1968"**
- **State of Florida General Records Schedule GS1-SL for State and Local Government Agencies: dlis.dos.state.fl.us/barm/genschedules/GS1-SL.pdf.**

2. **Requirements for Contractors of Subgrant Recipients**

The subgrant recipient assures the compliance of all contractors with the applicable provisions of Title I of the Omnibus Crime Control and Safe Streets Act of 1968, as amended (42 U.S.C. 3711 et seq. at www.gpo.gov/fdsys/); the provisions of the current edition of the Office of Justice Programs *Financial Guide* (www.ojp.usdoj.gov/financialguide/index.htm); and all other applicable

Edward Byrne Memorial Justice Assistance Grant (JAG) Program

Florida Department of Law Enforcement

State and Federal laws, orders, circulars, or regulations.

3. Allowable Costs

- a. Allowance for costs incurred under the subgrant shall be determined according to the general principles and standards for selected cost items set forth in the Office of Justice Programs Financial Guide, U.S. Department of Justice Common Rule for State And Local Governments and federal OMB Circular A-87, "Cost Principles for State, Local and Indian Tribal Governments," or OMB Circular A-21, "Cost Principles for Educational Institutions."
- b. All procedures employed in the use of federal funds for any procurement shall be according to U.S. Department of Justice Common Rule for State and Local Governments, or OMB Circular A-110, or OMB Circular A-102, and Florida law to be eligible for reimbursement.

4. Reports**a. Project Performance Reports**

- (1) Reporting Time Frames: The subgrant recipient shall submit Quarterly Project Performance Reports to the Florida Department of Law Enforcement, hereafter known as the Department, within fifteen (15) days after the end of the reporting period. In addition, if the subgrant award period is extended beyond the "original" project period, additional Quarterly Project Performance Reports shall be submitted.

Failure to submit Quarterly Performance Reports that are complete, accurate, and timely may result in sanctions, as specified in item 18, Performance of Agreement Provisions.

- (2) Report Contents: Performance Reports must include a response to all objectives included in your subgrant. A detailed response is required in the narrative portion for yes/no performance objectives. The narrative must also reflect on accomplishments for the quarter and identify problems with project implementation and address actions being taken to resolve the problems. Additional information may be required if necessary to comply with federal reporting requirements.
- (3) Submission: Performance Reports may be submitted by the Project Director, Application Manager, or Performance Contacts.

b. Financial Reports**(1) Project Expenditure Reports**

- (a) The subgrant recipient shall have a choice of submitting either a Monthly or a Quarterly Project Expenditure Report to the Department. Project Expenditure Reports are due thirty (30) days after the end of the reporting period. In addition, if the subgrant award period is extended, additional Project Expenditure Reports shall be submitted. Project Expenditure Reports for grants made under the Recovery Act must be submitted monthly. See the Recovery Act Conditions for additional information.
- (b) All project expenditures for reimbursement of subgrant recipient costs shall be submitted on the Project Expenditure Report Forms prescribed and provided by the Office of Criminal Justice Grants (OCJG) through the Subgrant Information Management ON-line (SIMON) system.
- (c) All Project Expenditure Reports shall be submitted in sufficient detail for proper pre-audit and post-audit.

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- (d) Before the "final" Project Expenditure Report will be processed, the subgrant recipient must submit to the Department all outstanding project reports and must have satisfied all special conditions. Failure to comply with the above provisions shall result in forfeiture of reimbursement.
- (e) Reports are to be submitted even when no reimbursement is being requested.
- (f) The report must be electronically signed by the subgrant recipient or implementing agency's chief financial officer or the chief financial officer's designee.

(2) Financial Closeout Audit

- (a) The Financial Closeout Audit shall be submitted to the Department within forty-five (45) days of the subgrant termination date.
- (b) The Financial Closeout Audit must be electronically signed by the subgrant recipient or implementing agency's chief financial officer or the chief financial officer's designee.

(3) Project Generated Income (PGI)

- (a) If applicable, the subgrant recipient shall submit Quarterly PGI Earnings and Expenditures Reports to the Department within thirty (30) days after the end of the reporting period covering subgrant project generated income and expenditures during the previous quarter. If any PGI remains unspent after the subgrant ends, the subgrant recipient must continue submitting quarterly PGI reports until all funds are expended. (See Item 11, Program Income.)
- (b) PGI Earnings and Expenditures reports must be electronically signed by the subgrant recipient or implementing agency's chief financial officer or the chief financial officer's designee.

c. Other Reports

The subgrant recipient shall report to the Uniform Crime Report and other reports as may be reasonably required by the Department.

5. Fiscal Control and Fund Accounting Procedures

- a. All expenditures and cost accounting of funds shall conform to the Office of Justice Programs Financial Guide, the Common Rule, and OMB Circulars A-21, A-87, and A-110, or A-102 as applicable, in their entirety.
- b. The subgrant recipient is required to establish and maintain adequate accounting systems and financial records and to accurately account for funds awarded to them. As a subgrant recipient, you must have a financial management system in place that is able to record and report on the receipt, obligation, and expenditure of grant funds. An adequate accounting system for a subgrant recipient must be able to accommodate a fund and account structure to separately track receipts, expenditures, assets, and liabilities for awards, programs, and subgrant recipients.
- c. All funds spent on this project shall be disbursed according to provisions of the project budget as approved by the Department.
- d. All funds not spent according to this agreement shall be subject to repayment by the subgrant recipient.

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6. Payment Contingent on Appropriation and Available Funds

The State of Florida's performance and obligation to pay under this agreement is contingent upon an annual appropriation by the Florida Legislature. Furthermore, the obligation of the State of Florida to reimburse subgrant recipients for incurred costs is subject to available federal funds.

7. Obligation of Subgrant Recipient Funds

Subgrant funds shall not under any circumstances be obligated prior to the effective date or subsequent to the termination date of the subgrant period. Only project costs incurred on or after the effective date and on or prior to the termination date of the subgrant recipient's project are eligible for reimbursement. All payments must be completed within thirty (30) days of the end of the subgrant period.

8. Advance Funding

Advance funding may be provided to a subgrant recipient upon a written request to the Department. The request must be electronically signed by the subgrant recipient or implementing agency's chief financial officer or the chief financial officer's designee.

9. Trust Funds

- a. The unit of local government must establish a trust fund in which to deposit JAG funds. The trust fund may or may not be an interest bearing account.
- b. The account may earn interest, but any earned interest must be used for program purposes and expended before the federal grant period end date. Any unexpended interest remaining at the end of the federal grant period must be submitted to the Office of Criminal Justice Grants for transmittal to the Bureau of Justice Assistance.

10. Travel and Training

The cost of all travel shall be reimbursed according to the subgrant recipient's written travel policy. If the subgrant recipient does not have a written travel policy, cost of all travel will be reimbursed according to § 112.061, Fla. Stat.

11. Program Income (also known as Project Generated Income)

- a. All income generated as a direct result of a subgrant project shall be deemed program income.
- b. Any project that will potentially earn PGI must submit an Earnings and Expenditures Report to report how much PGI was earned during each quarter. A report must be submitted each quarter even if no PGI was earned or expended. PGI Earnings and Expenditures reports must be electronically signed by the subgrant recipient or implementing agency's chief financial officer or the chief financial officer's designee.
- c. PGI expenditures require prior written approval from the Office of Criminal Justice Grants. Program income must be used for the purposes of and under the conditions applicable to the award. If the cost is allowable under the Federal grant program, then the cost would be allowable using program income. PGI budget requests must be signed by the subgrant recipient or implementing agency's chief financial officer or the chief financial officer's designee.
- d. Program income should be used as earned and expended as soon as possible. Any unexpended PGI remaining at the end of the Federal grant period must be submitted to the Office of Criminal Justice Grants for transmittal to the Bureau of Justice Assistance.

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12. Approval of Consultant Contracts

The Department shall review and approve in writing all consultant contracts prior to employment of a consultant when the consultant's rate exceeds \$450 (excluding travel and subsistence costs) for an eight-hour day. A detailed justification must be submitted to and approved by FDLE prior to obligation or expenditures of such funds. Approval shall be based upon the contract's compliance with requirements found in the Financial Guide, the Common Rule, and in applicable state statutes. The Department's approval of the subgrant recipient agreement does not constitute approval of consultant contracts. If consultants are hired through a competitive bidding process (not sole source), the \$450 threshold does not apply.

13. Property Accountability

- a. The subgrant recipient agrees to use all non-expendable property for criminal justice purposes during its useful life or dispose of it pursuant to § 274, Fla. Stat.
- b. The subgrant recipient shall establish and administer a system to protect, preserve, use, maintain and dispose of any property furnished to it by the Department or purchased pursuant to this agreement according to federal property management standards set forth in the Office of Justice Programs Financial Guide, U.S. Department of Justice Common Rule for State and Local Governments or the federal OMB Circular A-110 or A-102, as applicable. This obligation continues as long as the subgrant recipient retains the property, notwithstanding expiration of this agreement.

14. Ownership of Data and Creative Material

Ownership of material, discoveries, inventions, and results developed, produced, or discovered subordinate to this agreement is governed by the terms of the Office of Justice Programs Financial Guide (as amended), and the U.S. Department of Justice Common Rule for State and Local Governments, or the federal OMB Circular A-110 or A-102, as applicable.

15. Copyright

The awarding agency reserves a royalty-free non-exclusive, and irrevocable license to reproduce, publish, or otherwise use, and authorize others to use, for Federal government purposes:

- a. The copyright in any work developed under an award or subaward, and
- b. Any rights of copyright to which a subgrant recipient or subrecipient purchases ownership with support funded under this grant agreement.

16. Publication or Printing of Reports

The subgrant recipient shall submit for review and approval one copy of any curricula, training materials, or any other written materials that will be published, including web-based materials and web site content, through funds from this grant at least thirty (30) days prior to the targeted dissemination date.

All materials publicizing or resulting from award activities shall contain the following statements: "This project was supported by Grant No. [contact the Office of Criminal Justice Grants for award number] awarded by the Bureau of Justice Assistance. The Bureau of Justice Assistance is a component of the Office of Justice Programs, which also includes the Bureau of Justice Statistics, the National Institute of Justice, the Office of Juvenile Justice and Delinquency Prevention, the Office for Victims of Crime, and the Office of Sex Offender Sentencing, Monitoring, Apprehending, Registering, and Tracking. Points of view or opinions in this document are those of the author and do not necessarily represent the official position or policies of the U.S. Department of Justice."

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17. Audit

- a. Subgrant recipients that expend \$500,000 or more in a year in Federal awards shall have a single or program-specific audit conducted for that year. The audit shall be performed in accordance with the federal OMB Circular A-133 and other applicable federal law. The contract for this agreement shall be identified in the Schedule of Federal Financial Assistance in the subject audit. The contract shall be identified as federal funds passed through the Florida Department of Law Enforcement and include the contract number, CFDA number, award amount, contract period, funds received and disbursed. When applicable, the subgrant recipient shall submit an annual financial audit that meets the requirements of § 11.45, Fla. Stat., "Definitions; duties; authorities; reports; rules.," § 215.97, Fla. Stat., "Florida Single Audit Act"; and Rules of the Auditor General, Chapter 10.550, "Local Governmental Entity Audits" and Chapter 10.650, "Florida Single Audit Act Audits Nonprofit and For-Profit Organizations."
- b. A complete audit report that covers any portion of the effective dates of this agreement must be submitted within 30 days after its completion, but no later than nine (9) months after the audit period. In order to be complete, the submitted report shall include any management letters issued separately and management's written response to all findings, both audit report and management letter findings. Incomplete audit reports will not be accepted by the Department.
- c. The subgrant recipient shall have all audits completed by an Independent Public Accountant (IPA). The IPA shall be either a Certified Public Accountant or a Licensed Public Accountant.
- d. The subgrant recipient shall take appropriate corrective action within six (6) months of the issue date of the audit report in instances of noncompliance with federal laws and regulations.
- e. The subgrant recipient shall ensure that audit working papers are made available to the Department, or its designee, upon request for a period of three (3) years from the date the audit report is issued, unless extended in writing by the Department.
- f. Subgrant recipients that expend less than \$500,000 in Federal awards during a fiscal year are exempt from the audit requirements of OMB Circular A-133 for that fiscal year. In this case, written notification, which can be in the form of the "Certification of Audit Exemption" form, shall be provided to the Department by the Chief Financial Officer, or designee, that the subgrant recipient is exempt. This notice shall be provided to the Department no later than March 1 following the end of the fiscal year.
- g. If this agreement is closed out without an audit, the Department reserves the right to recover any disallowed costs identified in an audit completed after such closeout.
- h. The completed audit report or written notification of audit exemption should be sent to the following address:

Florida Department of Law Enforcement
Office of Criminal Justice Grants
2331 Phillips Road
Tallahassee, Florida 32308

18. Performance of Agreement Provisions

In the event of default, non-compliance or violation of any provision of this agreement by the subgrant recipient, the subgrant recipient's consultants and suppliers, or both, the Department shall impose sanctions it deems appropriate including withholding payments and cancellation, termination, or suspension of the agreement in whole or in part. In such event, the Department

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shall notify the subgrant recipient of its decision thirty (30) days in advance of the effective date of such sanction. The subgrant recipient shall be paid only for those services satisfactorily performed prior to the effective date of such sanction.

19. Commencement of Project

- a. If a project is not operational within 60 days of the original start date of the award period, the subgrant recipient must report by letter to the Department the steps taken to initiate the project, the reasons for delay, and the expected start date.
- b. If a project is not operational within 90 days of the original start date of the award period, the subgrant recipient must submit a second statement to the Department explaining the implementation delay.
- c. Upon receipt of the ninety (90) day letter, the Department shall determine if the reason for delay is justified or shall, at its discretion, unilaterally terminate this agreement and re-obligate subgrant funds to other Department approved projects. The Department, where warranted by extenuating circumstances, may extend the starting date of the project past the ninety (90) day period, but only by formal written adjustment to this agreement.

20. Excusable Delays

- a. Except with respect to defaults of consultants, the subgrant recipient shall not be in default by reason of any failure in performance of this agreement according to its terms (including any failure by the subgrant recipient to make progress in the execution of work hereunder which endangers such performance) if such failure arises out of causes beyond the control and without the fault or negligence of the subgrant recipient. Such causes include, but are not limited to, acts of God or of the public enemy, acts of the government in either its sovereign or contractual capacity, fires, floods, epidemics, quarantine restrictions, strikes, freight embargoes, and unusually severe weather, but in every case, the failure to perform shall be beyond the control and without the fault or negligence of the subgrant recipient.
- b. If failure to perform is caused by failure of a consultant to perform or make progress, and if such failure arises out of causes beyond the control of subgrant recipient and consultant, and without fault or negligence of either of them, the subgrant recipient shall not be deemed in default, unless:
 - (1) Supplies or services to be furnished by the consultant were obtainable from other sources,
 - (2) The Department ordered the subgrant recipient in writing to procure such supplies or services from other sources, and
 - (3) The subgrant recipient failed to reasonably comply with such order.
- c. Upon request of the subgrant recipient, the Department shall ascertain the facts and the extent of such failure, and if the Department determines that any failure to perform was occasioned by one or more said causes, the delivery schedule shall be revised accordingly.

21. Written Approval of Changes in this Approved Agreement (Grant Adjustments)

- a. Subgrant recipients must obtain prior approval from the Department for major substantive changes such as changes in project activities, target populations, service providers, implementation schedules, project director, and designs or research plans set forth in the approved agreement and for any budget changes that will transfer more than 10% of the total budget between budget categories.

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- b. Subgrant recipients may transfer up to 10% of the total budget between current, approved budget categories without prior approval as long as the funds are transferred to an existing line item
- c. Under no circumstances can transfers of funds increase the total budgeted award.
- d. Requests for changes to the subgrant agreement must be electronically signed by the subgrant recipient or implementing agency's chief official or the chief official's designee.
- e. Any certifications required for the requested changes, such as Sole Source, ADP Justification, Privacy Certification forms, and Confidential Funds certifications, must be signed by the subgrant recipient or implementing agency chief official or someone with formal, written signature authority for the chief official.

22. Disputes and Appeals

- a. The Department shall make its decision in writing when responding to any disputes, disagreements, or questions of fact arising under this agreement and shall distribute its response to all concerned parties. The subgrant recipient shall proceed diligently with the performance of this agreement according to the Department's decision.
- b. If the subgrant recipient appeals the Department's decision, the appeal also shall be made in writing within twenty-one (21) calendar days to the Department's clerk (agency clerk). The subgrant recipient's right to appeal the Department's decision is contained in § 120, Fla. Stat., and in procedures set forth in Rule 28-106.104, Florida Administrative Code. Failure to appeal within this time frame constitutes a waiver of proceedings under § 120, Fla. Stat.

23. Conferences and Inspection of Work

Conferences may be held at the request of any party to this agreement. At any time, a representative of the Department, of the U.S. Department of Justice, or the Auditor General of the State of Florida, have the right of visiting the project site to monitor, inspect and assess work performed under this agreement.

24. Access to Records

- a. The Department of Law Enforcement, the Auditor General of the State of Florida, the U.S. Department of Justice, the U.S. Comptroller General or any of their duly authorized representatives, shall have access to books, documents, papers and records of the subgrant recipient, implementing agency and contractors for the purpose of audit and examination according to the Financial Guide and the Common Rule.
- b. The Department reserves the right to unilaterally terminate this agreement if the subgrant recipient, implementing agency, or contractor refuses to allow public access to all documents, papers, letters, or other materials subject to provisions of § 119, Fla. Stat., and made or received by the subgrant recipient or its contractor in conjunction with this agreement.
- c. The subgrant recipient will give the awarding agency or the General Accounting Office, through any authorized representative, access to and the right to examine all paper or electronic records related to the financial assistance.

25. Retention of Records

The subgrant recipient shall maintain all records and documents for a minimum of five (5) years from the date of the final financial statement and be available for audit and public disclosure upon request of duly authorized persons. The subgrant recipient shall comply with State of Florida General Records Schedule GS1-SL for State and Local Government Agencies:
dliis.dos.state.fl.us/barm/qenschedules/GS1-SL.pdf.

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26. Personnel Changes

Upon implementation of the project, in the event there is a change in Chief Officials for the Subgrant recipient or Implementing Agency, project staff must notify the help desk for FDLE's online grants management system, SIMON (Subgrant Information Management Online) so that the organization can be updated in SIMON. If the project director changes, a grant adjustment must be entered in SIMON to reflect the change.

27. Background Check

Whenever a background screening for employment or a background security check is required by law for employment, unless otherwise provided by law, the provisions of § 435, Fla. Stat. shall apply.

- a. All positions in programs providing care to children, the developmentally disabled, or vulnerable adults for 15 hours or more per week; all permanent and temporary employee positions of the central abuse hotline; and all persons working under contract who have access to abuse records are deemed to be persons and positions of special trust or responsibility and require employment screening pursuant to § 435, Fla. Stat., using the level 2 standards set forth in that chapter.
- b. All employees in positions designated by law as positions of trust or responsibility shall be required to undergo security background investigations as a condition of employment and continued employment. For the purposes of the subsection, security background investigations shall include, but not be limited to, employment history checks, fingerprinting for all purposes and checks in this subsection, statewide criminal and juvenile records checks through the Florida Department of Law Enforcement, and federal criminal records checks through the Federal Bureau of Investigation, and may include local criminal records checks through local law enforcement agencies.
 - (1) Any person who is required to undergo such a security background investigation and who refuses to cooperate in such investigation or refuses to submit fingerprints shall be disqualified for employment in such position or, if employed, shall be dismissed.
 - (2) Such background investigations shall be conducted at the expense of the employing agency or employee. When fingerprinting is required, the fingerprints of the employee or applicant for employment shall be taken by the employing agency or by an authorized law enforcement officer and submitted to the Department of Law Enforcement for processing and forwarding, when requested by the employing agency, to the United States Department of Justice for processing. The employing agency shall reimburse the Department of Law Enforcement for any costs incurred by it in the processing of the fingerprints.

28. Drug Court Projects

A Drug Court Project must comply with § 397.334, Fla. Stat., "Treatment-Based Drug Court Programs."

29. Overtime for Law Enforcement Personnel

Prior to obligating funds from this award to support overtime by law enforcement officers, the U.S. Department of Justice encourages consultation with all allied components of the criminal justice system in the affected jurisdiction. The purpose of this consultation is to anticipate and plan for systemic impacts such as increased court dockets and the need for detention space.

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30. Criminal Intelligence System

The subgrant recipient agrees that any information technology system funded or supported by the Office of Justice Programs funds will comply with 28 C.F.R. Part 23, Criminal Intelligence Systems Operating Policies, if the Office of Justice Programs determines this regulation to be applicable. Should the Office of Justice Programs determine 28 C.F.R. Part 23 to be applicable, the Office of Justice Programs may, at its discretion, perform audits of the system, as per 28 C.F.R. 23.20(g). Should any violation of 28 C.F.R. Part 23 occur, the subgrant recipient may be fined as per 42 U.S.C. 3789g(c)-(d). The subgrant recipient may not satisfy such a fine with federal funds.

31. Confidential Funds

A signed certification that the project director or the head of the Implementing Agency has read, understands, and agrees to abide by all of the conditions for confidential funds as set forth in the effective edition of the Office of Justice Programs *Financial Guide* is required from all projects that are involved with confidential funds. The signed certification must be submitted at the time of grant application.

32. Civil Rights Compliance

- a. Federal laws prohibit recipients of financial assistance from discriminating on the basis of race, color, national origin, religion, sex, disability, or age in funded programs or activities. All subgrant recipients, implementing agencies, and contractors must comply with any applicable statutorily-imposed nondiscrimination requirements, which may include the Omnibus Crime Control and Safe Streets Act of 1968 (42 U.S.C. § 3789d); the Victims of Crime Act (42 U.S.C. § 10604(e)); The Juvenile Justice and Delinquency Prevention Act of 2002 (42 U.S.C. § 5672(b)); the Civil Rights Act of 1964 (42 U.S.C. § 2000d); the Rehabilitation Act of 1973 (29 U.S.C. § 794); the Americans with Disabilities Act of 1990 (42 U.S.C. § 12131-34); the Education Amendments of 1972 (20 U.S.C. §§1681, 1683, 1685-86); the Age Discrimination Act of 1975 (42 U.S.C. §§ 6101-07); and Department of Justice Non-Discrimination Regulations 28 CFR Part 42; see Ex. Order 13279 (equal protection of the laws for faith-based and community organizations).
- b. FDLE does not discriminate on the basis of race, color, religion, national origin, sex, disability, or age in the delivery of services or benefits or in employment.
- c. Subgrant recipients are responsible for ensuring that contractors, vendors, and agencies to whom they pass-through funds are in compliance with all Civil Rights requirements and that the contractors, vendors, and agencies are aware that they may file a discrimination complaint with the subgrant recipient, with FDLE, or with the Office for Civil Rights and how to do so.
- d. Equal Employment Opportunity Plans
 - (1) A subgrant recipient or implementing agency must develop an EEO Plan if it has 50 or more employees and it has received any single award of \$25,000 or more from the Department of Justice. The plan must be prepared using the on-line short form at www.ojp.usdoj.gov/about/ocr/eeop_comply.htm, must be retained by the subgrant recipient or implementing agency, and must be available for review or audit. The organization must also submit an EEO Certification to FDLE.
 - (2) If the subgrant recipient or implementing agency is required to prepare an EEO Plan and has received any single award of \$500,000 or more from the Department of Justice, it must submit its plan to the Department of Justice for approval. A copy of the Department of Justice approval letter must be submitted to FDLE. The approval letter expires two years from the date of the letter.

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- (3) A subgrant recipient or implementing agency is exempt from the EEO Plan requirement if it is has fewer than 50 employees or if it does not receive any single award of \$25,000 or more from the Department of Justice or if it is a nonprofit organization, a medical or educational institution, or an Indian Tribe. If an organization is exempt from the EEO Plan requirement, it must submit an EEO Certification to FDLE.
- (4) The subgrant recipient and implementing agency acknowledge that failure to comply with EEO Requirements within 60 days of the project start date may result in suspension or termination of funding, until such time as it is in compliance.
- e. In the event a Federal or State court or Federal or State administrative agency makes a finding of discrimination after a due process hearing on the grounds of race, color, religion, national origin, sex, or disability against a recipient of funds, the recipient will forward a copy of the finding to FDLE and to the Office for Civil Rights, Office of Justice Programs.
 - f. In accordance with federal civil rights laws, the subgrant recipient shall not retaliate against individuals for taking action or participating in action to secure rights protected by these laws.
 - g. Subgrant recipients must include comprehensive Civil Rights/Nondiscrimination Provisions in all contracts funded by the subgrant recipient.
 - h. If the subgrant recipient or any of its employees, contractors, vendors, or program beneficiaries has a discrimination complaint, they may file a complaint with the subgrant recipient, with FDLE or with the Office for Civil Rights. Discrimination complaints may be submitted to FDLE at Office of the Inspector General, P.O. Box 1489, Tallahassee, Florida 32302-1489 or on-line at www.fdle.state.fl.us/contacts/comment_form.html. Discrimination complaints may also be submitted to the Office for Civil Rights, Office of Justice Programs, U.S. Department of Justice, 810 7th Street, NW, Washington, DC 20531, by phone at (202)307-0690.
 - i. The subgrant recipient must have procedures in place for responding to discrimination complaints that employees and clients, customers, and program participants file directly with the subgrant recipient.
 - j. Any discrimination complaints file with FDLE will be reviewed by FDLE's Inspector General and referred to the Office for Civil Rights, the Florida Commission on Human Relations, or the Equal Employment Opportunity Commission, based on the nature of the complaint.
 - k. Americans with Disabilities Act

Subgrant recipients must comply with the requirements of the Americans with Disabilities Act (ADA), Public Law 101-336, which prohibits discrimination by public and private entities on the basis of disability and requires certain accommodations be made with regard to employment (Title I), state and local government services and transportation (Title II), public accommodations (Title III), and telecommunications (Title IV).

- l. Limited English Proficiency (LEP)

In accordance with Department of Justice Guidance pertaining to Title VI of the Civil Rights Act of 1964, 42 U.S.C. § 2000d, recipients of Federal financial assistance must take reasonable steps to provide meaningful access to their programs and activities for persons with LEP. For more information on the civil rights responsibilities that recipients have in providing language services to LEP individuals, please see the website at www.lep.gov.

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m. Equal Treatment for Faith Based Organizations

The subgrant recipient agrees to comply with the applicable requirements of 28 C.F.R. Part 38, the Department of Justice regulation governing "Equal Treatment for Faith Based Organizations" (the "Equal Treatment Regulation"). The Equal Treatment Regulation provides in part that Department of Justice grant awards of direct funding may not be used to fund any inherently religious activities, such as worship, religious instruction, or proselytization. Recipients of direct grants may still engage in inherently religious activities, but such activities must be separate in time or place from the Department of Justice funded program, and participation in such activities by individuals receiving services from the grantee or a sub-grantee must be voluntary. The Equal Treatment Regulation also makes clear that organizations participating in programs directly funded by the Department of Justice are not permitted to discriminate in the provision of services on the basis of a beneficiary's religion. Notwithstanding any other special condition of this award, faith-based organizations may, in some circumstances, consider religion as a basis for employment. See www.ojp.gov/about/ocr/equal_fbo.htm.

33. Immigration and Nationality Act

No public funds will intentionally be awarded to any contractor who knowingly employs unauthorized alien workers, constituting a violation of the employment provisions contained in 8 U.S.C. Section 1324a(e), Section 274A(e) of the Immigration and Nationality Act ("INA"). The Department shall consider the employment by any contractor of unauthorized aliens a violation of Section 274A(e) of the INA. Such violation by the subgrant recipient of the employment provisions contained in Section 274A(e) of the INA shall be grounds for unilateral cancellation of this contract by the Department.

34. National Environmental Policy Act (NEPA)

- a. The subgrant recipient agrees to assist FDLE in complying with the NEPA, the National Historic Preservation Act, and other related federal environmental impact analyses requirements in the use of subgrant funds by the subgrant recipient. This applies to the following new activities whether or not they are being specifically funded with these subgrant funds. That is, it applies as long as the activity is being conducted by the subgrant recipient or any third party and the activity needs to be undertaken in order to use these subgrant funds,
- (1) New construction;
 - (2) Minor renovation or remodeling of a property either (a) listed on or eligible for listing on the National Register of Historic Places or (b) located within a 100-year flood plain;
 - (3) A renovation, lease, or any other proposed use of a building or facility that will either (a) result in a change in its basic prior use or (b) significantly change its size; and
 - (4) Implementation of a new program involving the use of chemicals other than chemicals that are (a) purchased as an incidental component of a funded activity and (b) traditionally used, for example, in office, household, recreational, or educational environments.
 - (5) Implementation of a program relating to clandestine methamphetamine laboratory operations, including the identification, seizure, or closure of clandestine methamphetamine laboratories.
- b. The subgrant recipient understands and agrees that complying with NEPA may require the preparation of an Environmental Assessment and/or an Environmental Impact Statement, as directed by the Bureau of Justice Assistance. The subgrant recipient further understands and

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agrees to the requirements for implementation of a Mitigation Plan, as detailed by the Department of Justice at www.bja.gov/Funding/nepa.html, for programs relating to methamphetamine laboratory operations.

- c. For any of a subgrant recipient's existing programs or activities that will be funded by these subgrants, the subgrant recipient, upon specific request from the Department and the U.S. Department of Justice, agrees to cooperate with the Department of Justice in any preparation by Department of Justice of a national or program environmental assessment of that funded program or activity.

35. Non-Procurement, Debarment and Suspension

The subgrant recipient agrees to comply with Executive Order 12549, Debarment and Suspension and 2 CFR 180, "OMB Guidelines To Agencies On Governmentwide Debarment And Suspension (Nonprocurement)" These procedures require the subgrant recipient to certify it shall not enter into any lower tiered covered transaction with a person who is debarred, suspended, declared ineligible or is voluntarily excluded from participating in this covered transaction, unless authorized by the Department. If the subgrant is \$100,000 or more, the subgrant recipient and implementing agency certify that they and their principals:

- a. Are not presently debarred, suspended, proposed for debarment, declared ineligible, sentenced to a denial of Federal benefits by a State or Federal court, or voluntarily excluded from covered transactions by any Federal department or agency;
- b. Have not within a three-year period preceding this application been convicted of or had a civil judgment rendered against them for commission of fraud or a criminal offense in connection with obtaining, attempting to obtain, or performing a public (Federal, State, or local) transaction or contract under a public transaction; violation of Federal or State antitrust statutes or commission of embezzlement, theft, forgery, bribery, falsification or destruction of records, making false statements, or receiving stolen property;
- c. Are not presently indicted for or otherwise criminally or civilly charged by a governmental entity (Federal, State, or local) with commission of any of the offenses enumerated in paragraph (1)(b) of this certification; and
- d. Have not within a three-year period preceding this application had one or more public transactions (Federal, State, or local) terminated for cause or default.

36. Federal Restrictions on Lobbying

- a. Each subgrant recipient agrees to comply with 28 CFR Part 69, "New Restrictions on Lobbying" and shall file the most current edition of the Certification And Disclosure Form, if applicable, with each submission that initiates consideration of such subgrant recipient for award of federal contract, grant, or cooperative agreement of \$100,000 or more.
- b. This certification is a material representation of fact upon which reliance was placed when this agreement was made. Submission of this certification is a prerequisite to entering into this agreement subject to conditions and penalties imposed by 31 USC 1352. Any person who fails to file the required certification is subject to a civil penalty of not less than \$10,000 and not more than \$100,000 for each failure to file.
- c. As required by 31 USC 1352, and implemented at 28 CFR 69, for persons entering into a grant or cooperative agreement over \$100,000, as defined at 28 CFR 69, the applicant certifies that:
 - (1) No Federal appropriated funds have been paid or will be paid, by or on behalf of the undersigned, to any person for influencing or attempting to influence an officer or

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employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with the making of any Federal grant, the entering into of any cooperative agreement, and the extension, continuation, renewal, amendment, or modification of any Federal grant or cooperative agreement;

- (2) If any funds other than Federal appropriated funds have been paid or will be paid to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with this Federal grant or cooperative agreement, the undersigned shall complete and submit Standard Form - LLL, "Disclosure of Lobbying Activities," in accordance with its instructions;
- (3) The undersigned shall require that the language of this certification be included in the award documents for all subawards at all tiers (including subgrants, contracts under grants and cooperative agreements, and subcontracts) and that all subgrant recipients shall certify and disclose accordingly.

37. State Restrictions on Lobbying

In addition to the provisions contained in Item 36, above, the expenditure of funds for the purpose of lobbying the legislature or a state agency is prohibited under this contract.

38. Additional Restrictions on Lobbying

The subgrant recipient understands and agrees that it cannot use any federal funds, either directly or indirectly, in support of the enactment, repeal, modification or adoption of any law, regulation or policy, at any level of government, without the express prior written approval of the Office of Justice Programs.

39. "Pay – to – Stay"

Funds from this award may not be used to operate a "pay-to-stay" program in any local jail. Furthermore, no funds may be given to local jails that operate "pay-to-stay" programs. "Local jail," as referenced in this condition, means an adult facility or detention center owned and/or operated by city, county, or municipality. It does not include juvenile detention centers. "Pay-to-stay" programs as referenced in this condition, means a program by which extraordinary services, amenities and/or accommodations, not otherwise available to the general inmate population, may be provided, based upon an offender's apparent ability to pay, such that disparate conditions of confinement are created for the same or similar offenders within a jurisdiction.

40. Mitigation of Health, Safety and Environmental risks dealing with Clandestine Methamphetamine Laboratories

If an award is made to support methamphetamine laboratory operations the subgrant recipient must comply with this condition, which provides for individual site environmental assessment/impact statements as required under the National Environmental Policy Act.

- a. General Requirement: The subgrant recipient agrees to comply with Federal, State, and local environmental, health and safety laws and regulations applicable to the investigation and closure of clandestine methamphetamine laboratories and the removal and disposal of the chemicals, equipment, and wastes used in or resulting from the operation of these laboratories.
- b. Specific Requirements: The subgrant recipient understands and agrees that any program or initiative involving the identification, seizure, or closure of clandestine methamphetamine laboratories can result in adverse health, safety and environmental impacts to (1) the law enforcement and other governmental personnel involved; (2) any residents, occupants, users, and neighbors of the site of a seized clandestine laboratory; (3) the seized laboratory site's immediate and surrounding environment of the site(s) where any remaining chemicals,

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equipment, and waste from a seized laboratory's operations are placed or come to rest. Therefore, the subgrant recipient further agrees that in order to avoid or mitigate the possible adverse health, safety and environmental impacts from any of clandestine methamphetamine operations funded under this award, it will (1) include the nine, below listed protective measures or components; (2) provide for their adequate funding to include funding, as necessary, beyond that provided by this award; and (3) implement these protective measures directly throughout the life of the subgrant. In so doing, the subgrant recipient understands that it may implement these protective measures directly through the use of its own resources and staff or may secure the qualified services of other agencies, contractor or other qualified third party.

- (1) Provide medical screening of personnel assigned or to be assigned by the subgrant recipient to the seizure or closure if of clandestine methamphetamine laboratories;
- (2) Provide Occupational Safety and Health Administration (OSHA) required initial and refresher training for law enforcement officials and other personnel assigned by the subgrant recipient to either the seizure or closure of clandestine methamphetamine laboratories;
- (3) As determined by their specific duties, equip personnel assigned to the project with OSHA required protective wear and other required safety equipment;
- (4) Assign properly trained personnel to prepare a comprehensive contamination report on each closed laboratory;
- (5) Employ qualified disposal contractors to remove all chemicals and associated glassware, equipment, and contaminated materials and wastes from the site(s) of each seized clandestine laboratory;
- (6) Dispose of the chemicals, equipment, and contaminated materials and wastes removed from the sites of seized laboratories at properly licensed disposal facilities or, when allowable, properly licensed recycling facilities;
- (7) Monitor the transport, disposal, and recycling components of subparagraphs 5 and 6 immediately above in order to ensure proper compliance;
- (8) Have in place and implement an inter-agency agreement or other form of commitment with a responsible State environmental agency that provides for that agency's (i) timely evaluation of the environmental conditions at and around the site of a closed clandestine laboratory and (ii) coordination with the responsible party, property owner, or others to ensure that any residual contamination is remediated, if necessary, and in accordance with existing State and Federal requirements; and
- (9) Have in place and implement a written agreement with the responsible state or local service agencies to properly respond to any minor, as defined by state law, at the site. This agreement must ensure immediate response by qualified personnel who can (i) respond to the potential health needs of any minor at the site; (ii) take that minor into protective custody unless the minor is criminally involved in the meth lab activities or is subject to arrest for other criminal violations; (iii) ensure immediate medical testing for methamphetamine toxicity; and (iv) arrange for any follow-up medical tests, examinations, or health care made necessary as a result of methamphetamine toxicity.

41. The Coastal Barrier Resources Act

The subgrant recipient will comply and assure the compliance of all contractors with the provisions of the Coastal Barrier Resources Act (P.L. 97-348) dated October 19, 1982 (16 USC

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3501 et seq.) which prohibits the expenditure of most new Federal funds within the units of the Coastal Barrier Resources System.

42. Enhancement of Security

If funds are used for enhancing security, the subgrant recipient agrees to:

- a. Have an adequate process to assess the impact of any enhancement of a school security measure that is undertaken on the incidence of crime in the geographic area where the enhancement is undertaken.
- b. Conduct such an assessment with respect to each such enhancement; and, submit to the Department the aforementioned assessment in its Final Program Report.

43. Environmental Protection Agency's (EPA) list of Violating Facilities

The subgrant recipient assures that the facilities under its ownership, lease or supervision which shall be utilized in the accomplishment of the Program Purpose are not listed on the EPA's list of Violating Facilities and that it will notify the Department of the receipt of any communication from the Director of the EPA Office of Federal Activities indicating that a facility to be used in the project is under consideration for listing by the EPA.

44. Flood Disaster Protection Act

The subgrant recipient will comply with Section 102(a) of the Flood Disaster Protection Act of 1973, Public Law 93-234, 87 Stat. 975, requiring that the purchase of flood insurance in communities where such insurance is available as a condition of the receipt of any federal financial assistance for construction or acquisition purposes for use in any area that has been identified as an area having special flood hazards.

45. National Historic Preservation Act

It will assist the Department (if necessary) in assuring compliance with section 106 of the National Historic Preservation Act of 1966 (16 U.S.C. § 470), Ex. Order 11593 (identification and protection of historic properties), the Archeological and Historical Preservation Act of 1974 (16 U.S.C. § 469 a-1 et seq.), and the National Environmental Policy Act of 1969 (42 U.S.C. § 4321).

46. Human Research Subjects

Subgrant recipient agrees to comply with the requirements of 28 C.F.R. part 46 and all Office of Justice Programs policies and procedures regarding the protection of human research subjects, including obtainment of Institutional Review Board approval, if appropriate, and subject informed consent.

47. Global Standards Package

In order to promote information sharing and enable interoperability among disparate systems across the justice and public safety community, OJP requires the grantee to comply with DOJ's Global Justice Information Sharing Initiative (DOJ's Global) guidelines and recommendations for this particular grant. Grantee shall conform to the Global Standards Package (GSP) and all constituent elements, where applicable, as described at: www.it.ojp.gov/gsp_grantcondition. Grantee shall document planned approaches to information sharing and describe compliance to the GSP and appropriate privacy policy that protects shared information, or provide detailed justification for why an alternative approach is recommended.

48. Reporting, Data Collection and Evaluation

The subgrant recipient agrees to comply with all reporting, data collection and evaluation requirements, as prescribed by the Bureau of Justice Assistance in the program guidance for the Justice Assistance Grant (JAG). Compliance with these requirements will be monitored by FDLE.

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49. Privacy Certification

The subgrant recipient agrees to comply with all confidentiality requirements of 42 U.S.C. section 3789g and 28 C.F.R. Part 22 that are applicable to collection, use, and revelation of data or information. Subgrant recipient further agrees, as a condition of grant approval, to submit a Privacy Certificate that is in accord with requirements of 28 C.F.R. Part 22 and, in particular, section 22.23.

50. State Information Technology Point of Contact

The subgrant recipient agrees to ensure that the State Information Technology Point of Contact receives written notification regarding any information technology project funded by this grant during the obligation and expenditures period. This is to facilitate communication among local and state governmental entities regarding various information technology projects being conducted with these grant funds. In addition, the subgrant recipient agrees to maintain an administrative file documenting the meeting of this requirement. For a list of State Information Technology Points of Contact, go to www.it.ojp.gov/default.aspx?area=policyAndPractice&page=1046.

51. Interstate Connectivity

To avoid duplicating existing networks or IT systems in any initiatives funded by the Bureau of Justice Assistance for law enforcement information sharing systems which involve interstate connectivity between jurisdictions, such systems shall employ, to the extent possible, existing networks as the communication backbone to achieve interstate connectivity, unless the subgrant recipient can demonstrate to the satisfaction of the Bureau of Justice Assistance that this requirement would not be cost effective or would impair the functionality of an existing or proposed IT system.

52. Supplanting

The subgrant recipient agrees that funds received under this award will not be used to supplant State or local funds, but will be used to increase the amounts of such funds that would, in the absence of Federal funds, be made available for law enforcement activities.

53. Conflict of Interest

The subgrant recipient and implementing agency will establish safeguards to prohibit employees from using their positions for a purpose that constitutes or presents the appearance of personal or organizational conflict of interest, or personal gain.

54. Uniform Relocation Assistance and Real Property Acquisitions Act

The subgrant recipient will comply with the requirements of the Uniform Relocation Assistance and Real Property Acquisitions Act of 1970 (42 U.S.C. § 4601 et seq.), which govern the treatment of persons displaced as a result of federal and federally-assisted programs.

55. Limitations on Government Employees Financed by Federal Assistance

The subgrant recipient will comply with requirements of 5 U.S.C. §§ 1501-08 and §§ 7324-28, which limit certain political activities of State or local government employees whose principal employment is in connection with an activity financed in whole or in part by federal assistance.

56. Certification for Employees Working Solely on a Single Federal Award

Any project staff that are fully or partially funded by the grant and that are expected to work solely on the grant must certify that they worked solely on the grant. The certification must be prepared at least semi annually and must be signed by the employee and by a supervisory official having first hand knowledge of the work performed by the employee.

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57. Additional Documentation of Personnel for Department of Financial Services

In accordance with Section 215.971, Florida Statutes, the Florida Department of Financial Services may require documentation validation that personnel services were performed on project related activities in accordance with the contract agreement.

58. Reporting Potential Fraud, Waste, Abuse, and Similar Misconduct

The subgrant recipient must promptly refer to the Florida Department of Law Enforcement, Office of Criminal Justice Grants any credible evidence that a principal, employee, agent, contractor, subcontractor, or other person has either 1) submitted a false claim for grant funds under the False Claims Act; or 2) committed a criminal or civil violation of laws pertaining to fraud, conflict of interest, bribery, gratuity, or similar misconduct involving grant funds

59. Task Force Training Requirement

The subgrant recipient agrees that within 120 days of award, each member of a law enforcement task force funded with these funds who is a task force commander, agency executive, task force officer, or other task force member of equivalent rank, will complete required online (internet-based) task force training. The training is provided free of charge online through BJA's Center for Task Force Integrity and Leadership (www.ctfli.org). All current and new task force members are required to complete this training once during the life of the award, or once every four years if multiple awards include this requirement. This training addresses task force effectiveness as well as other key issues including privacy and civil liberties/rights, task force performance measurement, personnel selection, and task force oversight and accountability. Additional information is available regarding this required training and access methods via BJA's web site and the Center for Task Force Integrity and Leadership (www.ctfli.org).

60. Funds to Association of Community Organizations for Reform Now (ACORN) Unallowable

Subgrant recipient understands and agrees that it cannot use any federal funds, either directly or indirectly, in support of any contract or subaward to either the Association of Community Organizations for Reform Now (ACORN) or its subsidiaries, without the express prior written approval of OJP.

61. High Risk Subgrant Recipients

The subgrant recipient agrees to comply with any additional requirements that may be imposed during the grant performance period if the U.S. Department of Justice determines that the subgrant recipient is a high-risk grantee. Cf. 28 C.F.R. parts 66, 70.

62. Text Messaging While Driving

Pursuant to Executive Order 13513, "Federal Leadership on Reducing Text Messaging While Driving," 74 Fed. Reg. 51225 (October 1, 2009), the subgrant recipient is encouraged to adopt and enforce policies banning employees from text messaging while driving any vehicle during the course of performing work funded by this subgrant and to establish workplace safety policies and conduct education, awareness, and other outreach to decrease crashes caused by distracted drivers.

63. Central Contractor Registry (CCR)

The subgrant recipient must maintain the currency of its information in the CCR until it submits the final financial report required under this award or receives the final payment, whichever is later. This requires that the subgrant recipient review and update the information at least annually after the initial registration, and more frequently if required by changes in its information or another award term.

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64. Maximum Allowable Salary

No portion of these federal grant funds shall be used towards any part of the annual cash compensation of any employee of the subgrant recipient whose total annual cash compensation exceeds 110% of the maximum salary payable to a member of the Federal government's Senior Executive Service at an agency with a Certified SES Performance Appraisal System for that year. (The salary table for SES employees is available at <http://www.opm.gov/oca/payrates/index.asp>. A subgrant recipient may compensate an employee at a higher rate, provided the amount in excess of this compensation limitation is paid with non-federal funds.)

This limitation on compensation rates allowable under this award may be waived on an individual basis at the discretion of the OJP official indicated in the program announcement under which this award is made.

65. DNA Testing of Evidentiary Materials and Upload of DNA Profiles to a Database

If JAG program funds will be used for DNA testing of evidentiary materials, any resulting eligible DNA profiles must be uploaded to the Combined DNA Index System (CODIS), by a government DNA lab with access to CODIS. No profiles generated with JAG funding may be entered into any other non-governmental DNA database without prior express written approval from BJA. For more information, refer to the NIJ FY 2012 DNA Backlog Reduction Program, available at ncjrs.gov/pdffiles1/nij/sI000989.pdf.

66. Interoperable Communications Guidance

Subgrant recipients that are using funds to support emergency communications activities must comply with the current SAFECOM Guidance for Emergency Communication Grants, including provisions on technical standards that ensure and enhance interoperable communications. Emergency communications activities include the purchase of Interoperable Communications Equipment and technologies such as voice-over-internet protocol bridging or gateway devices, or equipment to support the build out of wireless broadband networks in the 700 MHz public safety band under the Federal Communications Commission (FCC) Waiver Order. SAFECOM guidance can be found at www.safecomprogram.gov/library/lists/library/DispForm.aspx?ID=334.

Subgrant recipients Grantees interested in developing a public safety broadband network in the 700 MHz band in their jurisdictions must adhere to the technical standards set forth in the FCC Waiver Order, or any succeeding FCC orders, rules, or regulations pertaining to broadband operations in the 700 MHz public safety band. The subgrant recipient shall also ensure projects support the Statewide Communication Interoperability Plan (SCIP) and are fully coordinated with the full-time Statewide Interoperability Coordinator (SWIC). If any future regulatory requirement (from the FCC or other governmental entity) results in a material technical or financial change in the project, the recipient should submit associated documentation, and other material, as applicable, for review by the SWIC to ensure coordination. Subgrant recipients must provide a listing of all communications equipment purchased with grant award funding (plus the quantity purchased of each item) to FDLE once items are procured during any periodic programmatic progress reports.

67. Bulletproof Vests

Subgrant recipients that wish to purchase vests with JAG funds **must certify** that law enforcement agencies receiving vests have a written "mandatory wear" policy in effect. This policy must be in place for at least all uniformed officers before funding can be used by the agency for vests. There are no requirements regarding the nature of the policy other than it being a mandatory wear policy for all uniformed officers while on duty. FAQs related to the mandatory wear policy and certifications can be found at www.bja.gov/Funding/JAGFAQ.pdf.

JAG funds may be used to purchase bulletproof vests for an agency, but may not be used as the 50% match for purposes of the Bulletproof Vest Partnership (BVP) program.

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Bulletproof vests purchased with JAG funds may be purchased at any threat level, make, or model from any distributor or manufacturer, as long as the vests have been tested and found to comply with applicable National Institute of Justice ballistic or stab standards. In addition, bulletproof vests purchased must be American-made. The latest NIJ standard information can be found at: www.nij.gov/topics/technology/body-armor/safety-initiative.htm.

68. BJA or FDLE Sponsored Events

The subgrant recipient agrees to participate in BJA- or FDLE-sponsored training events, technical assistance events, or conference held by FDLE or BJA or their designees, upon FDLE's or BJA's request.

69. Expenses Related to Conferences, Meetings, Trainings, and Other Events

The subgrant recipient agrees to comply with all applicable laws, regulations, policies, and guidance (including specific cost limits, prior approval and reporting requirements, where applicable) governing the use of federal funds for expenses related to conferences, meetings, trainings, and other events, including the provision of food and/or beverages at such events, and costs of attendance at such events. Information on pertinent laws, regulations, policies, and guidance is available at www.ojp.gov/funding/confcost.htm.

RESOLUTION NO. 169-13

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF RIVIERA BEACH, PALM BEACH COUNTY, FLORIDA, APPROVING AN INTERLOCAL AGREEMENT BETWEEN THE BOARD OF COUNTY COMMISSIONERS, PALM BEACH COUNTY, FLORIDA AND THE CITY OF RIVIERA BEACH, FLORIDA; ACCEPTING FUNDING IN THE AMOUNT OF \$132,350 FOR THE CONTINUATION OF REGIONAL AND STATE TRANSITIONAL OFFENDER REENTRY (RESTORE) INITIATIVE; AUTHORIZING THE DIRECTOR OF FINANCE AND ADMINISTRATIVE SERVICES TO SET UP A BUDGET FOR THE SAME AND AUTHORIZING THE MAYOR AND CITY CLERK TO EXECUTE THE AGREEMENT; AND PROVIDING FOR AN EFFECTIVE DATE.

WHEREAS, the COUNTY, through the CJC, is administering the Department of Justice, Second Chance Act Grant (SCA Grant); and

WHEREAS, the purpose of the Second Chance Act (SCA) is to reduce recidivism, rebuild ties between offenders and their families, protect the public, assist offenders in establishing a self-sustaining life; and support evidence-based practices; and

WHEREAS, the CJC created the Regional and State Transitional Offender Reentry (RESTORE) Initiative, with a goal of reducing recidivism by 50% over 5 years for 300 inmates returning from the Florida Department of Corrections through the Florida Department of Corrections; and

WHEREAS, in order to meet the goals and objectives of the RESTORE Initiative Program, the implementation of pre and post release services are critical, which include the services of one Program Manager and one Case Manager to professionally and ethically implement the program goals; and

WHEREAS, the COUNTY has agreed to reimburse the CITY for the expenses in an amount not to exceed One Hundred Thirty-Two Thousand Three Hundred Fifty Dollars (\$132,350) from October 1, 2013 through September 30, 2014 to provide RESTORE services.

WHEREAS, the CITY agrees to the requirements of the Department of Justice, Second Chance Act Grant Program Standard Conditions.

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 Interlocal Agreement between the City of Riviera Beach and the Board of County Commissioners, Palm Beach County for the Justice Service Center.

SECTION 2. The Director of Finance and Administrative Services is authorized to set up a budget for the same:

<u>Revenues</u>	
JSC Revenue	\$132,350
<u>Expenditures</u>	
Personnel	\$ 92,520
Fringe Benefits	\$23,130
Travel/Training	\$500
Supplies	\$500
Other-	<u>\$15,700</u>
Total	\$132,350

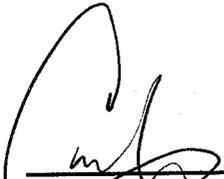
SECTION 3. This Resolution shall take effect upon its passage and approval by City Council.

PASSED AND APPROVED this 18th day of December, 2013.

APPROVED:



THOMAS A. MASTERS
MAYOR



CEDRICK A. THOMAS
CHAIRPERSON

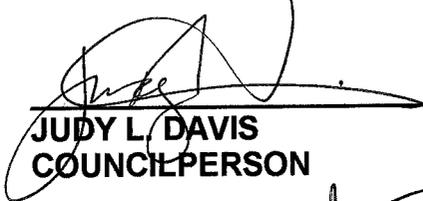
ATTEST:



CARRIE E. WARD *12/18/13*
MASTER MUNICIPAL CLERK
CITY CLERK



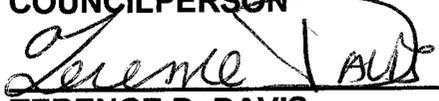
DAWN S. PARDO
CHAIR PRO TEM



JUDY L. DAVIS
COUNCILPERSON



BRUCE A. GUYTON
COUNCILPERSON



TERENCE D. DAVIS
COUNCILPERSON

MOTIONED BY: D. PARDO

SECONDED BY: T. DAVIS

B. GUYTON AYE

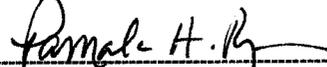
J. DAVIS AYE

C. THOMAS AYE

D. PARDO AYE

T. DAVIS AYE

REVIEWED AS TO LEGAL SUFFICIENCY



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

DATE: 12/18/13

**INTERLOCAL AGREEMENT BETWEEN PALM BEACH COUNTY AND
THE CITY OF RIVIERA BEACH FOR THE RESTORE INITIATIVE**

THIS INTERLOCAL AGREEMENT ("ILA" or "Agreement") is made as of 7th day of JANUARY, 2014 by and between the Board of County Commissioners, Palm Beach County, a political subdivision of the State of Florida (herein referred to as the "COUNTY"), and the City of Riviera Beach, a municipality located in Palm Beach County, Florida (herein referred to as the "CITY"), each one constituting a public agency as defined in Part I of Chapter 163, Florida Statutes.

WITNESSETH:

WHEREAS, Section 163.01, Florida Statutes, known as the "Florida Interlocal Cooperation Act of 1969" authorizes public agencies to make the most efficient use of their powers 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; and

WHEREAS, Part I of Chapter 163, Florida Statutes, permits public agencies defined therein to enter into ILA with each other to jointly exercise any power, privilege, or authority which such agencies share in common and which each might exercise separately; and

WHEREAS, the COUNTY through the Criminal Justice Commission (CJC) is administering the Department of Justice, Second Chance Act Grant (SCA Grant); and

WHEREAS, the purpose of the Second Chance Act (SCA) is to reduce recidivism, rebuild ties between offenders and their families, protect the public, assist offenders in establishing a self-sustaining life; and support evidence-based practices; and

WHEREAS, the CJC created the Regional and State Transitional Offender Reentry (RESTORE) Initiative, with a goal of reducing recidivism by 50% over 5 years for 300 inmates returning from the Florida Department of Corrections through the Florida Department of Corrections; and

WHEREAS, in order to meet the goals and objectives of the RESTORE Initiative Program, the implementation of pre and post release services are critical, which include the services of one Program Manager and one Case Manager to professionally and ethically implement the program goals; and

WHEREAS, the COUNTY has agreed to reimburse the CITY for the expenses outlined in the Budget, Exhibit B, in an amount not to exceed One Hundred Thirty-Two Thousand Three Hundred Fifty Dollars (\$132,350) from October 1, 2013 through September 30, 2014; and

WHEREAS, the CITY agrees to be bound by the requirements of the Department of Justice, Second Chance Act Grant Program Standard Conditions.

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

SECTION 1 – SERVICES - SCOPE OF WORK

The CITY'S responsibilities under this ILA are to hire two reentry staff positions and deliver ex-offender support services, as more fully outlined in the Scope of Work attached hereto and marked as Exhibit A.

The COUNTY'S representative/liaison during the performance of this ILA shall be Michael Rodriguez, telephone no. (561) 355-4943.

The CITY'S representative/liaison during the performance of this ILA shall be Ruth Jones, telephone no. (561) 845-4010.

SECTION 2 – TERM OF CONTRACT

The CITY shall commence services on October 1, 2013, and complete all services by September 30, 2014. The parties agree that the CITY will be entitled to payment for services rendered beginning on October 1, 2013, notwithstanding the date the ILA is executed by the COUNTY.

The data and other deliverables required to be collected and inputted by the Riviera Beach Program Manager and Case Manager into the CJC Reentry Network (RENEW), shall be done on a regular basis, no later than every quarter, as referenced in Exhibit A.

SECTION 3 - PAYMENTS TO THE CITY

- A. The total amount to be paid by the COUNTY under this ILA for all services shall not exceed a total contract amount of one hundred thirty-two thousand, three hundred fifty dollars (\$132,350). "Out-of-pocket" expenses are not permissible under this ILA. The CITY shall notify the COUNTY's representative in writing when 90% of the "not to exceed amount" has been reached. The CITY will bill the COUNTY on a monthly basis at the amounts set forth in Exhibit B for services rendered toward the completion of the Scope of Work.
- B. Invoices received from the CITY pursuant to this ILA will be reviewed and approved by the COUNTY's representative, to verify that services have been rendered in conformity with the ILA. Approved invoices will then be sent to the Finance Department for payment. Invoices will normally be paid within thirty (30) days following the COUNTY representative's approval.
- C. Final Invoice: In order for both parties herein to close their books and records, the CITY will clearly state "final invoice" on the CITY'S final/last billing to the COUNTY. This shall constitute CITY'S certification that all services have been properly performed and all charges and costs have been invoiced to Palm Beach County. Any other charges not properly included on this final invoice are waived by the CITY.

SECTION 4 - ACCESS AND AUDITS

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

Palm Beach County has established the Office of the Inspector General in Palm Beach County Code Section 2-421 – 2-440, as may be amended. The Inspector General's authority includes but is not limited to the power to review past, present and proposed County contracts, transactions, accounts and records, to require the production of records, and to audit, investigate, monitor, and inspect the activities of the CITY, its officers, agents, employees, and lobbyists in order to ensure compliance with ILA requirements and detect corruption and fraud.

Failure to cooperate with the Inspector General or interfering with or impeding any investigation shall be in violation of Palm Beach Code, Section 2-421 – 2-440, and punished pursuant to Section 125.69, Florida Statutes, in the same manner as a second degree misdemeanor.

SECTION 5 - TERMINATION

This Agreement may be terminated by either party upon thirty (30) days written notice to the other party.

SECTION 6 - NOTICE

All notices required in this ILA shall be sent by certified mail, return receipt requested, hand delivery or other delivery service requiring signed acceptance. If sent to the COUNTY, notices shall be addressed to:

Michael L. Rodriguez, Executive Director
Criminal Justice Commission
301 North Olive Avenue, Suite 1001
West Palm Beach, Florida 33401

With copy to:

Palm Beach County Attorney's Office
301 North Olive Avenue- 6th Floor
West Palm Beach, Florida 33401

If sent to the CITY, notices shall be addressed to:

Ruth Jones
600 W. Blue Heron Blvd.
City of Riviera Beach
Riviera Beach, FL 33404

SECTION 7 - DELEGATION OF DUTY

Nothing contained herein shall be deemed to authorize the delegation of the constitutional or statutory duties of the officers of the COUNTY and the CITY.

SECTION 8 - FILING

A copy of this ILA shall be filed with the Clerk and Comptroller in and for Palm Beach County.

SECTION 9 - LIABILITY

The parties to this ILA and their respective officers and employees shall not be deemed to assume any liability for the acts, omissions, and negligence of the other party. Further, nothing herein shall be construed as a waiver of sovereign immunity by either party, pursuant to Section 768.28, Florida Statutes.

SECTION 10 - REMEDIES

This ILA shall be governed by the laws of the State of Florida. Any legal action necessary to enforce the ILA 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 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, 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.

No provision of this ILA is intended to, or shall be construed to, create any third party beneficiary or to provide any rights to any person or entity not a party to this ILA, including but not limited to any citizen or employees of the COUNTY and/or the CITY.

SECTION 11 - NONDISCRIMINATION

The CITY warrants and represents that all of its employees are treated equally during employment without regard to race, color, religion, disability, sex, age, national origin, ancestry, marital status, familial status, sexual orientation, gender identity and expression.

SECTION 12 - INSURANCE BY THE CITY

Without waiving the right to sovereign immunity as provided by *s.768.28 F.S.*, the CITY acknowledges to be self-insured for General Liability and Automobile Liability under Florida sovereign immunity statutes with coverage limits of \$200,000 Per Person and \$300,000 Per Occurrence; or such monetary waiver limits that may change and be set forth by the legislature.

Prior to execution of the agreement, the CITY agrees to maintain or to be self-insured for Worker's Compensation & Employer's Liability insurance in accordance with Florida Statute 440.

When requested, the CITY shall provide an affidavit or Certificate of Insurance evidencing insurance, self-insurance and/or sovereign immunity status, which the COUNTY agrees to recognize as acceptable for the above mentioned coverages. Compliance with the foregoing requirements shall not relieve the CITY of its liability and obligations under this ILA.

SECTION 13 – PUBLIC ANNOUNCEMENTS

The CITY, and its subcontractors, shall include information in all public announcements, presentations, advertisements, special events and printed materials relating to the program and its activities thereafter, that the funding has been provided by the Palm Beach County Criminal Justice Commission, the Palm Beach County Board of County Commissioners, and the United States Department of Justice; failing to adhere to the notice requirement will result in forfeiting reimbursement as it relates to the event.

SECTION 14 - REGULATIONS; LICENSING REQUIREMENTS

The CITY shall comply with all laws, ordinances and regulations applicable to the services contemplated herein, to include those applicable to conflict of interest and collusion. The CITY is presumed to be familiar with all federal, state and local laws, ordinances, codes and regulations that may in any way affect the services offered.

SECTION 15 - PROGRAMMATIC REQUIREMENTS

The CITY agrees to specific programmatic requirements, including but not limited to, the following:

- A. Maintain books, records, documents, and other evidence which sufficiently and properly reflects all costs of any nature expended in the performance of this ILA in accordance with generally accepted accounting principles.
- B. Maintain records in accordance with the Public Records Law, Chapter 119, Florida Statutes.
- C. No private or confidential data collected, maintained or used during the course of the ILA period shall be disseminated except as authorized by statute during the ILA period or thereafter.
- D. Allow the COUNTY, through the Criminal Justice Commission, to monitor the CITY and ensure that the fiscal and programmatic goals as outlined in the Scope of Work (Exhibit A) are adhered to by permitting authorized representatives to have access to records upon reasonable notice for the purpose of review, analysis, inspection and audit. Such inspections may include unannounced site visits. Services will be monitored against administrative and programmatic standards designed to measure program efficiency and effectiveness. The CITY shall maintain business and accounting records detailing the performance of the ILA.

- E. To support programmatic monitoring and evaluation, the CITY will complete and submit a "logic model form" that will identify the CITY'S program activities, outputs, and desired outcomes (immediate, intermediate, and long-term) to the satisfaction of the authorized representatives or agents of the COUNTY and/or the Criminal Justice Commission. The completed satisfactory "logic model form" must be submitted to the COUNTY within 30 days after the ILA is in force. Training will be provided by the COUNTY and/or Criminal Justice Commission to help the CITY complete the "logic model form."
- F. Reimburse funds to COUNTY that are deemed by the COUNTY in its sole discretion to be misused or misspent.
- G. The CITY agrees to be bound by the requirements of the Department of Justice, Second Chance Act Grant Program (SCA) Standard Conditions as outlined in the attachment (Exhibit C) and the attachment is incorporated by reference and made a part of this ILA.

SECTION 16 - AVAILABILITY OF FUNDS

The COUNTY'S performance and obligation to pay under this ILA for subsequent fiscal years is contingent upon annual appropriations for its purpose by the Board of County Commissioners.

SECTION 17 - MODIFICATIONS OF WORK

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

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

If the COUNTY elects to make the change, the COUNTY shall initiate an ILA Amendment and the CITY shall not commence work on any such change until such written amendment is signed by the CITY and approved and executed on behalf of Palm Beach County.

SECTION 18 - SEVERABILITY

If any term or provision of this ILA, or the application thereof to any person or circumstances shall, to any extent, be held invalid or unenforceable, the remainder of this ILA, or the application of such terms or provision, to persons or circumstances other than those as to which it is held invalid or unenforceable, shall not be affected, and every other term and provision of this ILA shall be deemed valid and enforceable to the extent permitted by law.

SECTION 19 - ENTIRETY OF CONTRACTUAL AGREEMENT

The COUNTY and the CITY agree that this ILA 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 ILA may be added to, modified, superseded or otherwise altered, except by written instrument executed by the parties hereto in accordance with Section 18- Modifications of Work.

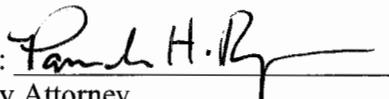
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IN WITNESS WHEREOF, the COUNTY and the CITY have hereunto set its hand the day and year above written.

CITY OF RIVIERA BEACH

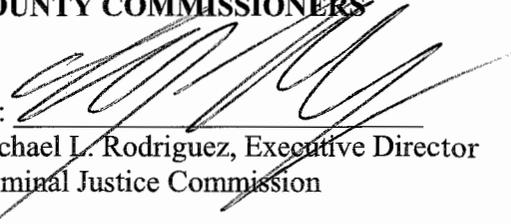
By: 
Thomas A. Masters, Mayor

APPROVED AS TO FORM
AND LEGAL SUFFICIENCY

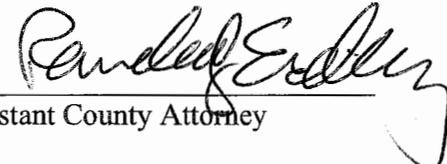
By: 
City Attorney

ATTEST: 
By: _____
City Clerk 12/31/13

**PALM BEACH COUNTY BOARD OF
COUNTY COMMISSIONERS**

By: 
Michael L. Rodriguez, Executive Director
Criminal Justice Commission

APPROVED AS TO FORM
AND LEGAL SUFFICIENCY

By: 
Assistant County Attorney

APPROVED AS TO TERMS
AND CONDITIONS

By: 
Craig Spatara
RESTORE Program Manager
Criminal Justice Commission

SCOPE OF WORK

Interlocal Agreement between Palm Beach County and the City of Riviera Beach.

Effective Date: October 1, 2013 - September 30, 2014

Objective

Palm Beach County, through its Criminal Justice Commission (CJC), created the Regional and State Transitional Offender Reentry (RESTORE) Initiative, with a goal of reducing recidivism by 50% over 5 years for 600 inmates returning from the Florida Department of Corrections. To this end, The City of Riviera Beach shall be responsible to provide services primarily to those ex-offenders returning to the northern region of Palm Beach County.

Services to be Provided by the City

The City of Riviera Beach shall be responsible to:

- Provide a Program Manager who will provide administrative support and case management for Ex-Offenders returning to Palm Beach County through the Florida Department of Corrections.
- Provide a Case Manager who will provide case management for Ex-Offenders returning to the northern region of Palm Beach County through the Florida Department of Corrections.
- Provide Transitional Housing for those Ex-Offenders that are in need of the service.
- Facilitate "Ex-Offender Support Services" to include Identification Assistance, Peer Support Groups, Family Reunification Counseling and Events, Literacy and GED Classes, Trade Education and Certification and Mental Health Treatment Services, etc. by referring Ex-Offenders to outside service providers.
- Make the Program Manager and Case Manager available for all meetings, trainings and events as scheduled by the CJC-RESTORE Program Manager.
- Follow RESTORE policies & procedures, as may be amended from time to time.

Evaluation/Data Collection

The City of Riviera Beach will fully cooperate with the Criminal Justice Commission to develop an approved Logic Model which will be the established mechanisms for providing detailed data for the purposes of evaluation of the reentry program.

The City of Riviera Beach will collect and input all required data in the CJC Reentry Network (RENEW), on a regular basis, no later than every quarter.

Exhibit B

BUDGET WORKSHEET, NARRATIVE and SUMMARY	
A. PERSONNEL	92,520
B. FRINGE BENEFITS	23,130
C. TRAVEL/TRAINING	500
D. SUPPLIES	500
E. OTHER	15,700
TOTAL PROJECT BUDGET	132,350

	Department of Justice Office of Justice Programs Bureau of Justice Assistance	AWARD CONTINUATIONSHEET Grant	PAGE 2 OF 5
PROJECT NUMBER 2013-CZ-BX-0016		AWARD DATE 09/10/2013	
SPECIAL CONDITIONS			
<ol style="list-style-type: none"> 1. The recipient agrees to comply with the financial and administrative requirements set forth in the current edition of the Office of Justice Programs (OJP) Financial Guide. 2. The recipient acknowledges that failure to submit an acceptable Equal Employment Opportunity Plan (if recipient is required to submit one pursuant to 28 C.F.R. Section 42.302), that is approved by the Office for Civil Rights, is a violation of its Certified Assurances and may result in suspension or termination of funding, until such time as the recipient is in compliance. 3. The recipient agrees to comply with the organizational audit requirements of OMB Circular A-133, Audits of States, Local Governments, and Non-Profit Organizations, and further understands and agrees that funds may be withheld, or other related requirements may be imposed, if outstanding audit issues (if any) from OMB Circular A-133 audits (and any other audits of OJP grant funds) are not satisfactorily and promptly addressed, as further described in the current edition of the OJP Financial Guide. 4. Recipient understands and agrees that it cannot use any federal funds, either directly or indirectly, in support of the enactment, repeal, modification or adoption of any law, regulation or policy, at any level of government, without the express prior written approval of OJP. 5. The recipient must promptly refer to the DOJ OIG any credible evidence that a principal, employee, agent, contractor, subgrantee, subcontractor, or other person has either 1) submitted a false claim for grant funds under the False Claims Act; or 2) committed a criminal or civil violation of laws pertaining to fraud, conflict of interest, bribery, gratuity, or similar misconduct involving grant funds. This condition also applies to any subrecipients. Potential fraud, waste, abuse, or misconduct should be reported to the OIG by - mail: Office of the Inspector General U.S. Department of Justice Investigations Division 950 Pennsylvania Avenue, N.W. Room 4706 Washington, DC 20530 e-mail: oig.hotline@usdoj.gov hotline: (contact information in English and Spanish): (800) 869-4499 or hotline fax: (202) 616-9881 Additional information is available from the DOJ OIG website at www.usdoj.gov/oig. 			
<ol style="list-style-type: none"> 6. Recipient understands and agrees that it cannot use any federal funds, either directly or indirectly, in support of any contract or subaward to either the Association of Community Organizations for Reform Now (ACORN) or its subsidiaries, without the express prior written approval of OJP. 7. The recipient agrees to comply with any additional requirements that may be imposed during the grant performance period if the agency determines that the recipient is a high-risk grantee. Cf. 28 C.F.R. parts 66, 70. 			

 <p>Department of Justice Office of Justice Programs Bureau of Justice Assistance</p>	<p align="center">AWARD CONTINUATIONSHEET Grant</p>	<p align="right">PAGE 3 OF 5</p>
<p>PROJECT NUMBER: 2011-CZ-BX-0014 AWARD DATE: 09/10/2013</p>		
<p align="center"><i>SPECIAL CONDITIONS</i></p> <ol style="list-style-type: none"> 8. The recipient agrees to comply with applicable requirements regarding registration with the System for Award Management (SAM) (or with a successor government-wide system officially designated by OMB and OJP). The recipient also agrees to comply with applicable restrictions on subawards to first-tier subrecipients that do not acquire and provide a Data Universal Numbering System (DUNS) number. The details of recipient obligations are posted on the Office of Justice Programs web site at http://www.ojp.gov/funding/sam.htm (Award condition: Registration with the System for Award Management and Universal Identifier Requirements), and are incorporated by reference here. This special condition does not apply to an award to an individual who received the award as a natural person (i.e., unrelated to any business or non-profit organization that he or she may own or operate in his or her name). 9. Pursuant to Executive Order 13513, "Federal Leadership on Reducing Text Messaging While Driving," 74 Fed. Reg. 51225 (October 1, 2009), the Department encourages recipients and sub recipients to adopt and enforce policies banning employees from text messaging while driving any vehicle during the course of performing work funded by this grant, and to establish workplace safety policies and conduct education, awareness, and other outreach to decrease crashes caused by distracted drivers. 10. The recipient agrees to comply with all applicable laws, regulations, policies, and guidance (including specific cost limits, prior approval and reporting requirements, where applicable) governing the use of federal funds for expenses related to conferences, meetings, trainings, and other events, including the provision of food and/or beverages at such events, and costs of attendance at such events. Information on pertinent laws, regulations, policies, and guidance is available at www.ojp.gov/funding/confcost.htm. 11. The recipient understands and agrees that any training or training materials developed or delivered with funding provided under this award must adhere to the OJP Training Guiding Principles for Grantees and Subgrantees, available at http://www.ojp.usdoj.gov/funding/ojptrainingguidingprinciples.htm. 12. The recipient agrees that if it currently has an open award of federal funds or if it receives an award of federal funds other than this OJP award, and those award funds have been, are being, or are to be used, in whole or in part, for one or more of the identical cost items for which funds are being provided under this OJP award, the recipient will promptly notify, in writing, the grant manager for this OJP award, and, if so requested by OJP, seek a budget-modification or change-of-project-scope grant adjustment notice (GAN) to eliminate any inappropriate duplication of funding. 13. The recipient understands and agrees that award funds may not be used to discriminate against or denigrate the religious or moral beliefs of students who participate in programs for which financial assistance is provided from those funds, or of the parents or legal guardians of such students. 14. The recipient understands and agrees that - (a) No award funds may be used to maintain or establish a computer network unless such network blocks the viewing, downloading, and exchanging of pornography, and (b) Nothing in subsection (a) limits the use of funds necessary for any Federal, State, tribal, or local law enforcement agency or any other entity carrying out criminal investigations, prosecution, or adjudication activities. 15. Award recipients must verify Point of Contact (POC), Financial Point of Contact (FPOC), and Authorized Representative contact information in GMS, including telephone number and e-mail address. If any information is incorrect or has changed, a Grant Adjustment Notice (GAN) must be submitted via the Grants Management System (GMS) to document changes. 16. The recipient agrees to cooperate with any assessments, national evaluation efforts, or information or data collection requests, including, but not limited to, the provision of any information required for the assessment or evaluation of any activities within this project. 		



Department of Justice
Office of Justice Programs
Bureau of Justice Assistance

**AWARD
CONTINUATIONSHEET
Grant**

PAGE 5 OF 5

PROJECT NUMBER 2012-CZ-BX-4016

AWARD DATE 09/10/2013

SPECIAL CONDITIONS

25. Grantee agrees that assistance funds awarded under this grant will not be used to support any inherently religious activities, such as worship, religious instruction, or proselytization. If the grantee refers participants to, or provides, a non-Federally funded program or service that incorporates such religious activities, (1) any such activities must be voluntary for program participants, and (2) program participants may not be excluded from participation in a program or otherwise penalized or disadvantaged for any failure to accept a referral or services. If participation in a non-Federally funded program or service that incorporates inherently religious activities is deemed a critical treatment or support service for program participants, the grantee agrees to identify and refer participants who object to the inherently religious activities of such program or service to, or provide, a comparable secular alternative program or service.
26. Recipient agrees that funds provided under this award may not be used to operate a "pay-to-stay" program in any local jail. Recipient further agrees not to subaward funds to local jails which operate "pay-to-stay" programs.
27. Recipient understands and agrees that it must submit quarterly Federal Financial Reports (SF-425) and semi-annual performance reports through GMS (<https://grants.ojp.usdoj.gov>), and that it must submit quarterly performance metrics reports through BJA's Performance Measurement Tool (PMT) website (www.bjaperformancetools.org). For more detailed information on reporting and other requirements, refer to BJA's website. Failure to submit required reports by established deadlines may result in the freezing of grant funds and High Risk designation.
28. The recipient may not obligate, expend or draw down funds until the Office of the Chief Financial Officer (OCFO) has approved the budget and budget narrative and a Grant Adjustment Notice (GAN) has been issued to remove this special condition.



Department of Justice
Office of Justice Programs
Bureau of Justice Assistance

Washington, D.C. 20531

Memorandum To: Official Grant File

From: Orbin Terry, NEPA Coordinator

Subject: Categorical Exclusion for Palm Beach County Board of County Commissioners

Awards under this program will be used to establish and provide technology career training programs for incarcerated adults and juveniles. None of the following activities will be conducted whether under the Office of Justice Programs federal action or a related third party action:

- (1) New construction.
- (2) Any renovation or remodeling of a property located in an environmentally or historically sensitive area, including property (a) listed on or eligible for listing on the National Register of Historic Places, or (b) located within a 100-year flood plain, a wetland, or habitat for an endangered species.
- (3) A renovation which will change the basic prior use of a facility or significantly change its size.
- (4) Research and technology whose anticipated and future application could be expected to have an effect on the environment.
- (5) Implementation of a program involving the use of chemicals.

Additionally, the proposed action is neither a phase nor a segment of a project which when reviewed in its entirety would not meet the criteria for a categorical exclusion. Consequently, the subject federal action meets the Office of Justice Programs' criteria for a categorical exclusion as contained in paragraph 4(b) of Appendix D to Part 61 of Title 28 of the Code of Federal Regulations.

RESOLUTION NO. 170-13

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF RIVIERA BEACH, PALM BEACH COUNTY, FLORIDA, CREATING A PUBLIC UTILITIES EASEMENT WITHIN THE MARINA DISTRICT UPLANDS AREA DESCRIBED HEREIN WHICH IS REQUIRED TO PROTECT AND AFFORD ACCESS TO EXISTING UTILITIES AND ALSO TO FACILITATE FUTURE DEVELOPMENT OF SAID AREA; AUTHORIZING THE MAYOR AND CITY CLERK TO EXECUTE THE EASEMENT; PROVIDING FOR CONFLICTS, SEVERABILITY AND RECORDING; AND PROVIDING FOR AN EFFECTIVE DATE.

WHEREAS, the City Council approved the Marina District Master Plan on February, 27, 2013; and

WHEREAS, staff is currently processing the final development plan for phase one development of the marina uplands property; and

WHEREAS, as part of the process for development of the marina uplands property, rights-of-way in the marina uplands area are to be abandoned; and

WHEREAS, there are utilities existing in the marina uplands area within the rights-of-way to be abandoned; and

WHEREAS, an easement must be in place prior to the abandonment of the rights-of-way in the marina uplands; and

WHEREAS, the City of Riviera Beach is in support of the creation of a public utilities easement, attached hereto as "Exhibit A", which is required to protect existing utilities and also to facilitate future development of the marina district uplands.

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 hereby authorizes the Mayor and City Clerk to execute a public utilities easement over a portion of the Marina District Uplands, specifically described and shown within "Exhibit A" attached hereto, and described below:

A PORTION OF RIVIERA, AS RECORDED IN PLAT BOOK 2 AT PAGES 90 AND 91, TOGETHER WITH A PORTION OF INLET GROVE, AS RECORDED IN PLAT BOOK 8 AT PAGE 14, BOTH OF THE PUBLIC RECORDS OF PALM BEACH COUNTY, FLORIDA, TOGETHER WITH FILLED IN LANDS OF LAKE WORTH, ALL LYING IN SECTION 33, TOWNSHIP 42 SOUTH, RANGE 43

EAST, PALM BEACH COUNTY, FLORIDA, DESCRIBED AS FOLLOWS:

BEGINNING AT THE SOUTHWEST CORNER OF THE "RESERVED" AREA, INLET GROVE, ACCORDING TO THE PLAT THEREOF, AS RECORDED IN PLAT BOOK 8, PAGE 14, OF THE PUBLIC RECORDS OF PALM BEACH COUNTY, FLORIDA; THENCE ALONG THE EAST RIGHT-OF-WAY LINE OF AVENUE C (PLATTED AS OAK STREET NORTH), NORTH 06°06'26" EAST, A DISTANCE OF 441.30 FEET TO THE NORTH LINE OF LOT 1 IN THE AFOREMENTIONED INLET GROVE; THENCE ALONG SAID NORTH LINE AND ALONG THE EASTERLY PROLONGATION OF SAID NORTH LINE, SOUTH 88°09'50" EAST, A DISTANCE OF 363.55 FEET TO THE MEAN HIGH WATER LINE OF THE WATERS OF LAKE WORTH AS LOCATED ON NOVEMBER 18, 2008; THENCE SOUTHERLY ALONG SAID MEAN HIGH WATER LINE THE FOLLOWING FIFTEEN (15) COURSES; (1) SOUTH 04°12'25" EAST, A DISTANCE OF 34.36 FEET; (2) SOUTH 00°39'20" EAST, A DISTANCE OF 31.28 FEET; (3) SOUTH 00°39'51" EAST, A DISTANCE OF 24.33 FEET; (4) SOUTH 03°13'39" EAST, A DISTANCE OF 33.51 FEET; (5) SOUTH 06°26'40" EAST, A DISTANCE OF 23.02 FEET; (6) SOUTH 07°42'21" EAST, A DISTANCE OF 21.60 FEET; (7) SOUTH 11°47'31" EAST, A DISTANCE OF 27.20 FEET; (8) SOUTH 12°07'22" EAST, A DISTANCE OF 26.46 FEET; (9) SOUTH 16°10'47" EAST, A DISTANCE OF 28.88 FEET; (10) SOUTH 21°34'53" EAST, A DISTANCE OF 28.91 FEET; (11) SOUTH 25°54'26" EAST, A DISTANCE OF 25.33 FEET; (12) SOUTH 29°04'45" EAST, A DISTANCE OF 27.09 FEET; (13) SOUTH 21°16'26" EAST, A DISTANCE OF 20.63 FEET; (14) SOUTH 27°50'28" EAST, A DISTANCE OF 38.45 FEET; (15) SOUTH 02°10'14" EAST, A DISTANCE OF 876.50 FEET; THENCE ALONG THE EASTERLY PROLONGATION OF THE SOUTH LINE OF THE LANDS DESCRIBED IN OFFICIAL RECORDS BOOK 1662, PAGE 810 OF THE PUBLIC RECORDS OF PALM BEACH COUNTY, FLORIDA, NORTH 88°56'04" WEST, A DISTANCE OF 436.40 FEET TO THE EAST RIGHT-OF-WAY LINE OF AVENUE C (PLATTED AS OAK STREET NORTH); THENCE ALONG SAID EAST RIGHT-OF-WAY LINE, NORTH 22°04'00" WEST, A DISTANCE OF 69.86 FEET; THENCE ALONG THE WESTERLY BOUNDARIES OF THE LANDS DESCRIBED IN OFFICIAL RECORDS BOOK 24148, PAGE 1436 OF SAID PUBLIC RECORDS OF PALM BEACH COUNTY THE FOLLOWING FOUR (4) COURSES; (1) NORTH 68°58'59" EAST, A DISTANCE OF 21.00 FEET; (2) NORTH 22°01'19" WEST, A DISTANCE OF 53.00 FEET; (3) NORTH 68°03'26" EAST, A DISTANCE OF 62.22 FEET; (4) NORTH 00°48'09" WEST, A DISTANCE OF 105.75 FEET TO THE SOUTH LINE OF BLOCK 15, RIVIERA, ACCORDING TO THE PLAT THEREOF, AS RECORDED IN PLAT BOOK 2, PAGES 90 AND 91 OF SAID PUBLIC RECORDS OF PALM BEACH COUNTY; THENCE ALONG THE SOUTH LINE OF SAID BLOCK 15, SOUTH 88°56'04" EAST, A DISTANCE OF 57.74 FEET; THENCE ALONG THE WEST RIGHT-OF-WAY LINE OF GRAND VIEW PLACE NORTH, AS SHOWN ON SAID PLAT OF RIVIERA, NORTH 02°21'09" WEST, A DISTANCE OF 176.30 FEET; THENCE

ALONG THE SOUTH RIGHT-OF-WAY LINE OF OLD EAST 13TH STREET (PLATTED AS FLAGLER AVENUE), AS SHOWN ON SAID PLAT OF RIVIERA, NORTH 88°17'30" WEST, A DISTANCE OF 174.50 FEET; THENCE ALONG A LINE 5.00 FEET EAST OF, AS MEASURED AT RIGHT ANGLES, AND PARALLEL WITH THE EAST RIGHT-OF-WAY LINE OF AVENUE C (PLATTED AS OAK STREET NORTH), AS SHOWN ON SAID PLAT OF RIVIERA, NORTH 01°03'56" EAST, A DISTANCE OF 60.00 FEET; THENCE ALONG THE NORTH RIGHT-OF-WAY LINE OF SAID OLD EAST 13TH STREET, NORTH 88°17'30" WEST, A DISTANCE OF 5.00 FEET; THENCE ALONG THE EAST RIGHT-OF-WAY LINE OF SAID AVENUE C, NORTH 01°03'56" EAST, A DISTANCE OF 294.08 FEET; THENCE ALONG THE SOUTH RIGHT-OF-WAY LINE OF EAST 14TH STREET (PLATTED AS NORTH AVENUE), AS SHOWN ON SAID PLAT OF RIVIERA, SOUTH 88°09'50" EAST, A DISTANCE OF 5.00 FEET; THENCE ALONG A LINE 5.00 FEET EAST OF, AS MEASURED AT RIGHT ANGLES, AND PARALLEL WITH THE SAID EAST RIGHT-OF-WAY LINE OF AVENUE C, NORTH 01°03'56" EAST, A DISTANCE OF 30.00 FEET; THENCE ALONG THE SOUTH LINE OF SAID "RESERVED" AREA, NORTH 88°09'50" WEST, A DISTANCE OF 10.13 FEET TO THE POINT OF BEGINNING.

SAID LANDS LYING AND BEING IN THE CITY OF RIVIERA BEACH, PALM BEACH COUNTY, FLORIDA.

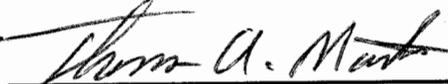
SECTION 2. Should any one or more of the elements of this Resolution or attached Exhibit be held invalid, such elements shall be null and void, and shall be deemed separate from the remaining elements and shall in no way affect the validity of any of the remaining elements of the Resolution.

SECTION 3. The City Clerk of the City of Riviera Beach is hereby authorized and directed to file and record this Resolution in the Public Records of Palm Beach County, Florida.

SECTION 4. This Resolution shall take effect immediately upon approval.

PASSED and APPROVED this 18TH day of DECEMBER, 2013.

APPROVED:

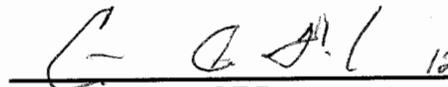


THOMAS A. MASTERS
MAYOR

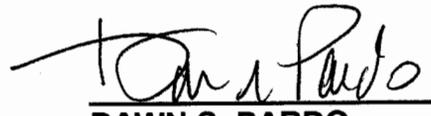


CEDRICK A. THOMAS
CHAIRPERSON

ATTEST:

 12/18/13

CARRIE E. WARD
MASTER MUNICIPAL CLERK
CITY CLERK



DAWN S. PARDO
CHAIR PRO TEM



BRUCE A. GUYTON
COUNCILPERSON



JUDY L. DAVIS
COUNCILPERSON



TERENCE D. DAVIS
COUNCILPERSON

MOTIONED BY: D. PARDO

SECONDED BY: T. DAVIS

C. THOMAS AYE

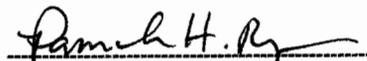
D. PARDO AYE

B. GUYTON AYE

J. DAVIS AYE

T. DAVIS AYE

REVIEWED AS TO LEGAL SUFFICIENCY



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

DATE: 12/18/13

GRANT OF UTILITY EASEMENT

THIS GRANT OF PERPETUAL UTILITY EASEMENT is made this _____ day of _____, 20_____, by the City of Riviera Beach, a political subdivision of the State of Florida, whose address is, 600 West Blue Heron Boulevard, (hereinafter "GRANTOR") to the Riviera Beach Utility District, a political subdivision of the State of Florida, whose address is, 800 West Blue Heron Boulevard, Riviera Beach, Florida 33404 (hereinafter "DISTRICT"):

WITNESSETH:

WHEREAS, the GRANTOR is the owner of property generally located east of Avenue 'C', south of the northern property line of Bicentennial Park, west of the Municipal Marina docks and north of the southern property line of the Marina Uplands, within the area generally referred to as the Marina District Uplands, Palm Beach County, Florida (hereinafter "Property");

WHEREAS, the GRANTOR desires to convey to the DISTRICT an easement for public utilities, legally described as follows:

A PORTION OF RIVIERA, AS RECORDED IN PLAT BOOK 2 AT PAGES 90 AND 91, TOGETHER WITH A PORTION OF INLET GROVE, AS RECORDED IN PLAT BOOK 8 AT PAGE 14, BOTH OF THE PUBLIC RECORDS OF PALM BEACH COUNTY, FLORIDA, TOGETHER WITH FILLED IN LANDS OF LAKE WORTH, ALL LYING IN SECTION 33, TOWNSHIP 42 SOUTH, RANGE 43 EAST, PALM BEACH COUNTY, FLORIDA, DESCRIBED AS FOLLOWS:

BEGINNING AT THE SOUTHWEST CORNER OF THE "RESERVED" AREA, INLET GROVE, ACCORDING TO THE PLAT THEREOF, AS RECORDED IN PLAT BOOK 8, PAGE 14, OF THE PUBLIC RECORDS OF PALM BEACH COUNTY, FLORIDA; THENCE ALONG THE EAST RIGHT-OF-WAY LINE OF AVENUE C (PLATTED AS OAK STREET NORTH), NORTH 06°06'26" EAST, A DISTANCE OF 441.30 FEET TO THE NORTH LINE OF LOT 1 IN THE AFOREMENTIONED INLET GROVE; THENCE ALONG SAID NORTH LINE AND ALONG THE EASTERLY PROLONGATION OF SAID NORTH LINE, SOUTH 88°09'50" EAST, A DISTANCE OF 363.55 FEET TO THE MEAN HIGH WATER LINE OF THE WATERS OF LAKE WORTH AS LOCATED ON NOVEMBER 18, 2008; THENCE SOUTHERLY ALONG SAID MEAN HIGH WATER LINE THE FOLLOWING FIFTEEN (15) COURSES; (1) SOUTH 04°12'25" EAST, A DISTANCE OF 34.36 FEET; (2) SOUTH 00°39'20" EAST, A DISTANCE OF 31.28 FEET; (3) SOUTH 00°39'51" EAST, A DISTANCE OF 24.33 FEET; (4) SOUTH 03°13'39" EAST, A DISTANCE OF 33.51 FEET; (5) SOUTH 06°26'40" EAST, A DISTANCE OF 23.02 FEET; (6) SOUTH 07°42'21" EAST, A DISTANCE OF 21.60 FEET; (7) SOUTH 11°47'31" EAST, A DISTANCE OF 27.20 FEET; (8) SOUTH 12°07'22" EAST, A DISTANCE OF 26.46 FEET; (9) SOUTH 16°10'47" EAST, A DISTANCE OF 28.88 FEET; (10) SOUTH 21°34'53" EAST, A DISTANCE OF 28.91 FEET; (11) SOUTH 25°54'26" EAST, A DISTANCE OF 25.33 FEET; (12) SOUTH 29°04'45" EAST, A DISTANCE OF 27.09 FEET; (13) SOUTH 21°16'26"

EAST, A DISTANCE OF 20.63 FEET; (14) SOUTH 27°50'28" EAST, A DISTANCE OF 38.45 FEET; (15) SOUTH 02°10'14" EAST, A DISTANCE OF 876.50 FEET; THENCE ALONG THE EASTERLY PROLONGATION OF THE SOUTH LINE OF THE LANDS DESCRIBED IN OFFICIAL RECORDS BOOK 1662, PAGE 810 OF THE PUBLIC RECORDS OF PALM BEACH COUNTY, FLORIDA, NORTH 88°56'04" WEST, A DISTANCE OF 436.40 FEET TO THE EAST RIGHT-OF-WAY LINE OF AVENUE C (PLATTED AS OAK STREET NORTH); THENCE ALONG SAID EAST RIGHT-OF-WAY LINE, NORTH 22°04'00" WEST, A DISTANCE OF 69.86 FEET; THENCE ALONG THE WESTERLY BOUNDARIES OF THE LANDS DESCRIBED IN OFFICIAL RECORDS BOOK 24148, PAGE 1436 OF SAID PUBLIC RECORDS OF PALM BEACH COUNTY THE FOLLOWING FOUR (4) COURSES; (1) NORTH 68°58'59" EAST, A DISTANCE OF 21.00 FEET; (2) NORTH 22°01'19" WEST, A DISTANCE OF 53.00 FEET; (3) NORTH 68°03'26" EAST, A DISTANCE OF 62.22 FEET; (4) NORTH 00°48'09" WEST, A DISTANCE OF 105.75 FEET TO THE SOUTH LINE OF BLOCK 15, RIVIERA, ACCORDING TO THE PLAT THEREOF, AS RECORDED IN PLAT BOOK 2, PAGES 90 AND 91 OF SAID PUBLIC RECORDS OF PALM BEACH COUNTY; THENCE ALONG THE SOUTH LINE OF SAID BLOCK 15, SOUTH 88°56'04" EAST, A DISTANCE OF 57.74 FEET; THENCE ALONG THE WEST RIGHT-OF-WAY LINE OF GRAND VIEW PLACE NORTH, AS SHOWN ON SAID PLAT OF RIVIERA, NORTH 02°21'09" WEST, A DISTANCE OF 176.30 FEET; THENCE ALONG THE SOUTH RIGHT-OF-WAY LINE OF OLD EAST 13TH STREET (PLATTED AS FLAGLER AVENUE), AS SHOWN ON SAID PLAT OF RIVIERA, NORTH 88°17'30" WEST, A DISTANCE OF 174.50 FEET; THENCE ALONG A LINE 5.00 FEET EAST OF, AS MEASURED AT RIGHT ANGLES, AND PARALLEL WITH THE EAST RIGHT-OF-WAY LINE OF AVENUE C (PLATTED AS OAK STREET NORTH), AS SHOWN ON SAID PLAT OF RIVIERA, NORTH 01°03'56" EAST, A DISTANCE OF 60.00 FEET; THENCE ALONG THE NORTH RIGHT-OF-WAY LINE OF SAID OLD EAST 13TH STREET, NORTH 88°17'30" WEST, A DISTANCE OF 5.00 FEET; THENCE ALONG THE EAST RIGHT-OF-WAY LINE OF SAID AVENUE C, NORTH 01°03'56" EAST, A DISTANCE OF 294.08 FEET; THENCE ALONG THE SOUTH RIGHT-OF-WAY LINE OF EAST 14TH STREET (PLATTED AS NORTH AVENUE), AS SHOWN ON SAID PLAT OF RIVIERA, SOUTH 88°09'50" EAST, A DISTANCE OF 5.00 FEET; THENCE ALONG A LINE 5.00 FEET EAST OF, AS MEASURED AT RIGHT ANGLES, AND PARALLEL WITH THE SAID EAST RIGHT-OF-WAY LINE OF AVENUE C, NORTH 01°03'56" EAST, A DISTANCE OF 30.00 FEET; THENCE ALONG THE SOUTH LINE OF SAID "RESERVED" AREA, NORTH 88°09'50" WEST, A DISTANCE OF 10.13 FEET TO THE POINT OF BEGINNING.

SAID LANDS LYING AND BEING IN THE CITY OF RIVIERA BEACH, PALM BEACH COUNTY, FLORIDA.

(hereinafter "Easement Area"), subject to the terms and conditions contained herein; and,

WHEREAS, the DISTRICT desires an unrestricted and nonexclusive easement for public utilities, including but not limited to, water and sewer, associated improvements and equipment

together with all rights of ingress and egress necessary for the full and complete use, occupation, and enjoyment of the easement hereby granted, and all rights and privileges incident thereto, subject to the encumbrances of record; and

WHEREAS, the GRANTOR is willing to grant such easement.

NOW, THEREFORE, for and in consideration of the mutual covenants each to the other of the sum of one dollar (\$1.00) receipt and other valuable consideration, the sufficiency and receipt of which is acknowledged by the DISTRICT, the GRANTOR does hereby grant unto the DISTRICT, its licensees, agents, successors and assigns, permanent, full and free right and authority to own, construct, operate, maintain, repair, install, rebuild and replace utility facilities within the Easement Area subject to encumbrances of record, and the GRANTOR hereby grants to the DISTRICT a perpetual easement in, over, under, through, upon and across the Easement Area for the purpose of providing public utility services to and from properties or lands inclusive of the Property.

TO HAVE AND TO HOLD the said easement, unto the DISTRICT, its licensees, agents, successors and assigns forever. It being expressly understood, however, that in the event the DISTRICT, its licensees, successors and assigns, vacates the easement herein granted, that the same shall revert back to GRANTOR, its heirs, successors or assigns.

IN WITNESS WHEREOF, the GRANTOR has caused this document to be executed in its name by its Mayor, and its seal to be hereto affixed, attested by its City Clerk, on the date and year first above written.

[Signatures on following page]

Signed, Sealed and delivered
in the presence of:

WITNESSES:

Signature: _____

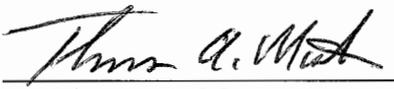
Print Name: _____

Signature: _____

Print Name: _____

ATTEST:

Signature: 
Carrie E. Ward, M.M.C.
City Clerk

Signature: 
Thomas A. Masters
Mayor

Reviewed as to Legal Sufficiency:

Signature: _____
Pamala H. Ryan, B.C.S.
City Attorney

STATE OF FLORIDA)
)
COUNTY OF PALM BEACH)

The foregoing instrument was acknowledged before me this _____ day of _____
20____, by _____, who is personally known to me or who has produced
_____ as identification.

(SEAL)

Signature: _____

Print Name: _____

Notary Public in and for the County and State last aforesaid.

My Commission Expires: _____

Serial No., if any: _____

RESOLUTION NO. 171-13

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF RIVIERA BEACH, PALM BEACH COUNTY, FLORIDA, APPROVING A CHANGE ORDER AND AUTHORIZING PAYMENT IN THE AMOUNT OF \$134,127.17 TO MURPHY CONSTRUCTION COMPANY INC., FOR THE CONSTRUCTION AND INSTALLATION OF A FIXED FUEL DOCK; AUTHORIZING THE DIRECTOR OF FINANCE AND ADMINISTRATIVE SERVICES TO MAKE PAYMENTS FOR SAME; AND PROVIDING AN EFFECTIVE DATE.

WHEREAS, the fixed fuel dock is needed to support the future fuel dock building which will house the point of sale for fueling and retail items. Adding this change order to the existing contract enable the city to complete the work prior to the floating docks being installed reducing the possibility of damage and conflict, and;

WHEREAS, Murphy Construction Company has a current contract with the city (Bid 369-12), to install the fixed and floating docks on phases 1 and 2 of the project, and the work contemplated in the change order is of like kind and does not constitute a significant departure from the scope of work contained in the contract, and;

WHEREAS, staff recommends City Council approve change order and payment for the same.

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

SECTION 1. That the change order to provide the construction and installation of a fixed fuel dock concurrent with phase two of the marina project is hereby approved.

SECTION 2. The Director Finance and Administrative Services is authorized to appropriate funds from the General Marina Grant Fund account 422-0000-575-4-6251 in the amount of \$ 134,127.17 and make payment to Murphy Construction Company Inc., for the same.

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

PASSED AND APPROVED this 18 day of 12/, 2013

APPROVED:



THOMAS A. MASTERS
MAYOR

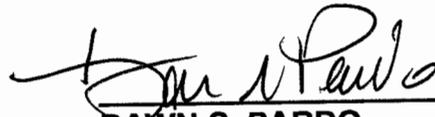


CEDRICK A. THOMAS
CHAIRPERSON

ATTEST:



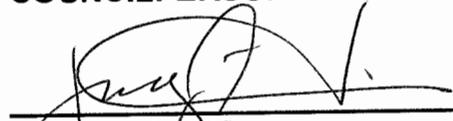
CARRIE E. WARD,
MASTER MUNICIPAL CLERK
CITY CLERK



DAWN S. PARDO
CHAIR PRO TEM



BRUCE A. GUYTON
COUNCILPERSON



JUDY L. DAVIS
COUNCILPERSON



TERENCE D. DAVIS
COUNCILPERSON

MOTIONED BY: D. PARDO

SECONDED BY: T. DAVIS

B. GUYTON AYE

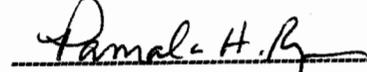
J. DAVIS AYE

C. THOMAS AYE

D. PARDO AYE

T. DAVIS AYE

REVIEWED AS TO LEGAL SUFFICIENCY



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

DATE: 12/18/13

RESOLUTION NO. 172-13

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF RIVIERA BEACH, PALM BEACH COUNTY, FLORIDA, APPROVING THE PURCHASE OF STANDARD CITY DECORATIVE STREET LIGHTS FOR WEST 13TH STREET FROM MUNICIPAL LIGHTING SYSTEMS, INC OF LAKE WORTH, FLORIDA BEING A SOLE SOURCE PROVIDER OF THE SYSTEM IN THE AMOUNT OF \$191,308.19; AUTHORIZING THE DIRECTOR OF FINANCE AND ADMINISTRATIVE SERVICES TO MAKE PAYMENT FOR THE SAME FROM ACCOUNT NO. 303-1127-541-0-6351; AND PROVIDING AN EFFECTIVE DATE

WHEREAS, the City Council under Resolution No. 110-13 authorized the reconstruction of West 13th Street between West 13th Court and Avenue R in the amount of \$1,691,197.80; and

WHEREAS, street lights were originally considered during the design process, but were removed for cost considerations; and

WHEREAS, the difference in the initial estimates and the actual cost allowed staff to revisit the installation of decorative street lights while staying within the initial project budget; and

WHEREAS, Municipal Lighting Systems, Inc. has submitted a cost proposal for light poles, light fixtures and pull boxes in the amount of \$191,308.19; and

WHEREAS, the contractor B&B Underground Contractors Inc. has agreed, through submission of a change order, to install the proposed decorative street lighting system; and

WHEREAS, the City will purchase the street lights from Municipal Lighting Systems, Inc. being a sole source provider; and

WHEREAS, direct purchase of the street light system and various components will save the City approximately \$40,000; due to the City's tax exempt status and elimination of the Contractor's materials markup.

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

SECTION 1. That City Council hereby approves the purchase of the City's standard decorative lighting system from Municipal Lighting Systems, Inc. in an amount not to exceed \$191,308.19.

SECTION 2. The Director Finance and Administrative Services is authorized to make payment for same from account 303-1127-541-0-6351 in the amount of \$191,308.19 to Municipal Lighting Systems, Inc.

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

PASSED and APPROVED this 18 day of 12, 2013.

APPROVED:

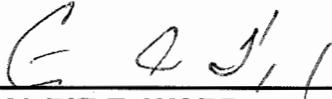


THOMAS A. MASTERS
MAYOR

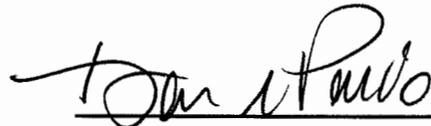


CEDRICK A. THOMAS
CHAIRPERSON

ATTEST:



CARRIE E. WARD
MASTER MUNICIPAL CLERK
CITY CLERK



DAWN S. PARDO
CHAIR PRO TEM



BRUCE A. GUYTON
COUNCILPERSON



JUDY L. DAVIS
COUNCILPERSON

TERENCE D. DAVIS
COUNCILPERSON

RESOLUTION NO. 172-13

PAGE 3

MOTIONED BY: D. PARDO

SECONDED BY: T. DAVIS

B. GUYTON AYE

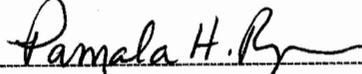
J. DAVIS AYE

C. THOMAS AYE

D. PARDO AYE

T. DAVIS AYE

REVIEWED AS TO LEGAL SUFFICIENCY


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

DATE: 12/18/13

RESOLUTION NO. 173-13

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF RIVIERA BEACH, PALM BEACH COUNTY, FLORIDA, APPROVING CHANGE ORDER NUMBER ONE AND AUTHORIZING PAYMENT IN THE AMOUNT OF \$213,627.82 TO B&B UNDERGROUND CONTRACTORS INC. FOR CHANGES IN THE ORIGINAL SCOPE OF WORK TO PROVIDE INSTALLATION OF THE CITY'S DECORATIVE STREET LIGHTING SYSTEM ON WEST 13TH STREET BETWEEN WEST 13TH COURT AND AVENUE R; AUTHORIZING THE DIRECTOR OF FINANCE AND ADMINISTRATIVE SERVICES TO MAKE PAYMENT FOR SAME FROM ACCOUNT NUMBER 303-1127-541-0-6351; AND PROVIDING AN EFFECTIVE DATE.

WHEREAS, B&B Underground Contractors Inc. has a current materials and services agreement (Bid 397-13) authorized under Resolution No.110-13, to provide roadway construction services for West 13th Street between West 13th Court and Avenue R; and

WHEREAS, the original bids for construction came in significantly lower than the Engineer's probable cost estimate which left funds available for street lights that were not an initial consideration for the project; and

WHEREAS, B&B Underground Contractors Inc. has submitted a change order for labor and minor materials to install the decorative street lighting system in the amount of \$213,627.82; and

WHEREAS, the City will do a direct purchase of the street light system and various components which will save the City approximately \$40,000; due to the City's tax exempt status and elimination of the Contractor's materials markup; and

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

SECTION 1. That City Council hereby approves Change Order Number One with B&B Underground Contractors Inc. in the amount of \$213,627.82 to provide for installation of the City's decorative street lighting system on West 13th Street between West 13th Court and Avenue R.

SECTION 2. The Director of Finance and Administrative Services is authorized to make payment for same from account 303-1127-541-0-6351 in the amount of **\$213,627.82** to B&B Underground Contractors Inc.

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

PASSED AND APPROVED this 18 day of December, 2013

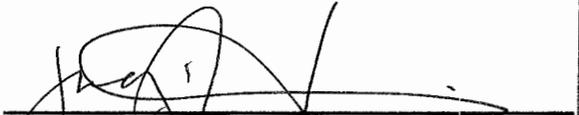
APPROVED:


THOMAS A. MASTERS
MAYOR

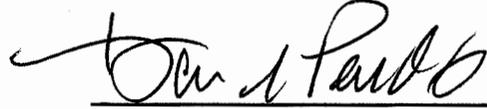

BRUCE A. GUYTON
COUNCILPERSON

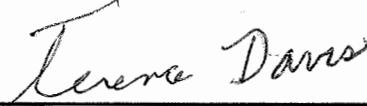
ATTEST:


CARRIE E. WARD,
MASTER MUNICIPAL CLERK
CITY CLERK


JUDY L. DAVIS
COUNCILPERSON


CEDRICK A. THOMAS
COUNCILPERSON


DAWN S. PARDO
COUNCILPERSON


TERENCE D. DAVIS
COUNCILPERSON

MOTIONED BY: D. PARDO

SECONDED BY: T. DAVIS

B. GUYTON OUT

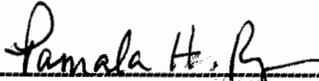
J. DAVIS AYE

C. THOMAS AYE

D. PARDO AYE

T. DAVIS AYE

REVIEWED AS TO LEGAL SUFFICIENCY


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

DATE: 12/18/13

RESOLUTION NO. 174-13

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF RIVIERA BEACH, PALM BEACH COUNTY, FLORIDA, ACCEPTING FUNDS FROM PALM BEACH COUNTY 911 EMERGENCY MANAGEMENT IN THE AMOUNT OF \$100,050 TO PROVIDE FOR A GRANT REIMBURSEMENT OF PUBLIC SAFETY ANSWERING POINT (PSAP) OPERATIONS; AUTHORIZING THE DIRECTOR OF FINANCE AND ADMINISTRATIVE SERVICES TO INCREASE THE 2013-2014 911 GRANT BUDGET FOR THE SAME; AND PROVIDING AN EFFECTIVE DATE.

WHEREAS, the City of Riviera Beach has received a Reimbursement Grant from Palm Beach County 911 Emergency Management in the amount of \$98,550; and

WHEREAS, the City Council of the City of Riviera Beach, Florida, accept the funds from the Palm Beach County 911 Emergency Management in the amount of \$100,050.

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

SECTION 1: The funds in the amount of \$100,050 from the Palm Beach 911 Emergency Management grant fund are hereby accepted.

SECTION 2: That the Director of Finance and Administrative Services is authorized to increase the 2013-2014 911 Grant budget in the amount of \$100,050 as follows:

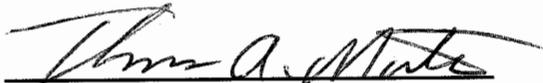
<u>Revenue</u>	<u>Amount</u>
124-00-331293 911 Fund	\$100,050

<u>Expenditures</u>	<u>Amount</u>
124-0819-521-0-1201	\$ 73,965
124-0819-521-0-3401	\$ 11,230
124-0819-521-0-5201	\$ 14,855

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

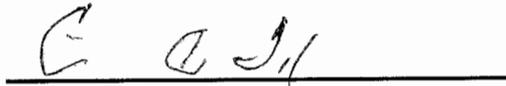
PASSED and APPROVED this _____ day of _____, 2013

APPROVED:


THOMAS A. MASTERS
MAYOR

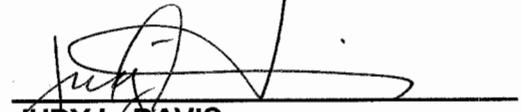

CEDRICK A. THOMAS
CHAIRPERSON

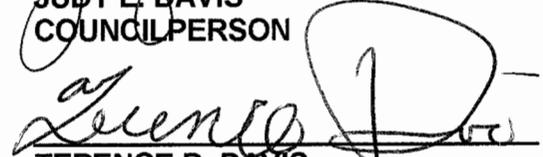
ATTEST:


CARRIE E. WARD,
MASTER MUNICIPAL CLERK
CITY CLERK


DAWN S. PARDO
CHAIR PRO TEM


BRUCE A. GUYTON
COUNCILPERSON


JUDY L. DAVIS
COUNCILPERSON


TERENCE D. DAVIS
COUNCILPERSON

MOTIONED BY: D. PARDO

SECONDED BY: T. DAVIS

B. GUYTON AYE

J. DAVIS AYE

C. THOMAS AYE

D. PARDO AYE

T. DAVIS AYE

REVIEWED AS TO LEGAL SUFFICIENCY


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

DATE: 12/18/13

RESOLUTION NO. 175-13

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF RIVIERA BEACH, PALM BEACH COUNTY, FLORIDA, URGING THE FLORIDA LEGISLATURE TO ADOPT AND GOVERNOR RICK SCOTT TO SUPPORT LEGISLATIVE CHANGES PROVIDING REGULATION OF RECOVERY RESIDENCES/SOBER HOUSES IN THE FORM OF STATE-WIDE REGISTRATION; PROVIDING FOR AN EFFECTIVE DATE.

WHEREAS, Recovery Residences, also known as "Sober Houses" are not required to be licensed under state law; and

WHEREAS, unlicensed and/or unregulated Sober Houses create impacts in residential neighborhoods including health, safety, and welfare hazards for both their residents and surrounding neighbors; and

WHEREAS, the City Council of the City of Riviera Beach encourages the Florida Legislature to adopt and Governor Rick Scott to support legislation regulating Sober Homes in order to:

1. Create a consistent standard of operation to provide uniform and safe operation throughout the state.
2. Provide for accountability for the owners/operators of these homes.
3. Help end abuses that are occurring in some of the homes (i.e. House for Women operated by a registered sexual offender; multi-family residence owned and operated by same person as owner of bar it is attached to; insurance fraud; patient brokering; etc.).
4. Require background checks for owners/operators of the homes in order to help end the abuses as referenced in paragraph 3 above. These background checks would be similar to those already required for the owners/operators of the following types of homes/facilities:
 - a. Addictions Receiving Facility;
 - b. Day or Night Treatment;
 - c. Day or Night Treatment with Community Housing;
 - d. Detoxification;
 - e. Intensive Inpatient Treatment;
 - f. Intensive Outpatient Treatment;
 - g. Medication-Assisted treatment for opiate addiction;
 - h. Outpatient Treatment;
 - i. Residential Treatment;
 - j. Facilities that provide Intervention services; and

- k. Facilities that provide prevention services.
Pursuant to State Statute 397.311(18) and 397.403, *Fla. Stat.* as well as
- l. Assisted Living Facilities;
- m. Adult Family-Care Homes;
- n. Adult Day Care Centers
Pursuant to State Statute 429.174, 429.67, 429.919, *Fla. Stat.*; and
- o. Service Providers for the Department of Elderly Affairs; and
- p. Community Residential Homes pursuant to Chapter 419, *Fla. Stat.*

5. Ensure that certain life safety standards are followed in order to keep the residents safe in the event of a fire (similar to the requirements for the homes/facilities referenced in Paragraph 4 above).
6. Treat similar facilities similarly. The "Community Housing" aspect of "Day or Night Treatment with Community Housing" is already licensed by the Department of Children and Families pursuant to § 397.311(18)(a)3, *Fla. Stat.* and the only difference between the licensed facilities referenced in this statute and unlicensed sober homes is that the "Community Housing" facility which is nothing more than a residence for persons in recovery is owned and/or operated by the same person or entity that owns and operates the "Day or Night Treatment Facility" even though no treatment is provided in the "Community Housing" home, whereas a Sober House (again nothing more than a residence for persons in recovery) may be owned or operated by anyone and is not directly affiliated with the treatment facility.

WHEREAS, uniform regulation of these Sober Houses will provide safety to a disadvantaged group and protect both residents and their surrounding communities; and

WHEREAS, the City Council finds that regulation of Sober Houses would be in the best interest of and for the protection of the health, safety, and welfare of its residents, both temporary and permanent.

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

SECTION 1. Each "WHEREAS" clause set forth herein is ratified and incorporated herein by this reference

SECTION 2. The City Council urges the State Administration and Florida Legislature to support legislation regulating Recovery Residences and Sober Houses throughout the State.

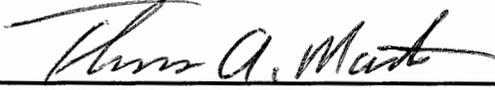
SECTION 3. The City Clerk is directed to distribute this Resolution to Governor Rick Scott, the Speaker of the House, the President of the Senate, the Palm Beach County Legislative Delegation, the Florida League of Cities, the Florida Association of

Counties, the Florida City County Management Association, the Palm Beach County Board of County Commissioners, the Palm Beach County League of Cities, and each of the municipalities in Palm Beach County.

SECTION 4. This Resolution shall become effective upon approval.

PASSED AND APPROVED this 18 day of 12, 2013.

APPROVED:



THOMAS A. MASTERS
MAYOR

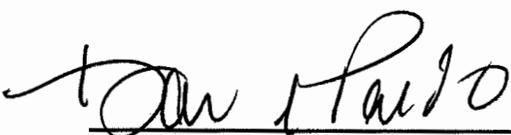


CEDRICK A. THOMAS
CHAIRPERSON

ATTEST:



CARRIE E. WARD
MASTER MUNICIPAL CLERK
CITY CLERK



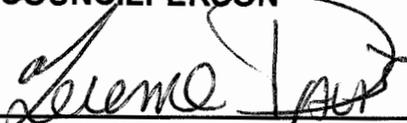
DAWN S. PARDO
CHAIR PRO TEM



BRUCE A. GUYTON
COUNCILPERSON



JUDY L. DAVIS
COUNCILPERSON



TERENCE D. DAVIS
COUNCILPERSON

RESOLUTION NO. 175-13

PAGE 4

MOTIONED BY: D. PARDO
SECONDED BY: T. DAVIS

B. GUYTON AYE

J. DAVIS AYE

C. THOMAS AYE

D. PARDO AYE

T. DAVIS AYE

REVIEWED AS TO LEGAL SUFFICIENCY

Pamela H. Ryan

PAMALA HANNA RYAN, B.C.S.

CITY ATTORNEY

DATE: 12/18/13

RESOLUTION NO. 176-13

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF RIVIERA BEACH, PALM BEACH COUNTY, FLORIDA, ESTABLISHING A SENIOR ROOF ASSISTANCE PROGRAM; PROVIDING FOR ELIGIBILITY REQUIREMENTS; PROVIDING FOR A FUNDING SOURCE; AND PROVIDING AN EFFECTIVE DATE.

WHEREAS, many senior citizens have fixed incomes, making it difficult to afford roof maintenance and repair; and

WHEREAS, per the request of City Council, staff has developed the Senior Roof Assistance Program to help alleviate this burden on eligible senior residents of Riviera Beach, attached as "Exhibit A"; and

WHEREAS, the City Council desires to allocate \$200,000 from the Housing Trust Fund in order to implement the Senior Roof Assistance Program; and

WHEREAS, the City Council finds that the Senior Roof Assistance Program will assist in approving the health and welfare of the residents of the City.

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

SECTION 1. The Senior Roof Assistance Program, attached hereto as "Exhibit A" is hereby approved in its entirety.

SECTION 2. The Director of Finance and Administrative Services is hereby authorized to disburse \$200,000 from the Housing Trust Fund towards activities pursuant with the Senior Roof Assistance Program.

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

PASSED and APPROVED this 18 day of 12, 2013.

APPROVED:

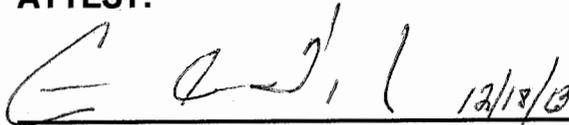


THOMAS A. MASTERS
MAYOR

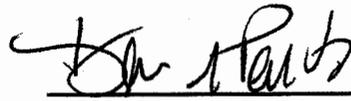


CEDRICK A. THOMAS
CHAIRPERSON

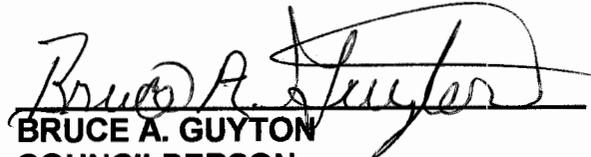
ATTEST:

 12/13/13

CARRIE E. WARD
MASTER MUNICIPAL CLERK
CITY CLERK



DAWN S. PARDO
CHAIR PRO TEM



BRUCE A. GUYTON
COUNCILPERSON



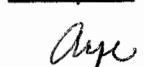
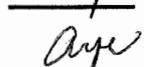
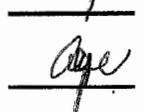
JUDY L. DAVIS
COUNCILPERSON



TERENCE D. DAVIS
COUNCILPERSON

MOTIONED BY: _____

SECONDED BY: _____

- C. THOMAS 
- D. PARDO 
- B. GUYTON 
- J. DAVIS 
- T. DAVIS 

REVIEWED AS TO LEGAL SUFFICIENCY

PAMALA HANNA RYAN, CITY ATTORNEY

DATE: _____