

RESOLUTION NO. 01-13

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 \$132,634; 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 Criminal Justice Commission of Palm Beach County continues their commitment to successful offender reentry; and

WHEREAS, the Justice Service Center meets the requirements for administering offender reentry services; and

WHEREAS, the City of Riviera Beach presented a proposal in accordance with the Palm Beach County Criminal Justice Commission Reentry Task Force's 5-Year Strategic Plan; and

WHEREAS, the City of Riviera Beach has been awarded grant funds in the amount of One Hundred Thirty-two Thousand Six Hundred Thirty-four dollars (\$132,634) for reentry efforts in the RESTORE Initiative.

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: Revenue not to exceed \$132,634; Expenditures: Salaries- \$100,537, Fringe Benefits- \$115,693,

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Travel/Training- \$1,614, Supplies- \$3,525, Other (Storage Unit, Cellular Service, Justice Service Center Website, Ex-offender Support Services)- \$11,802.

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

PASSED AND APPROVED this 2 day of January, 2013

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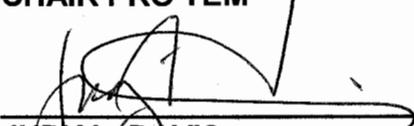

THOMAS A. MASTERS
MAYOR


BILLIE E. BROOKS
CHAIRPERSON

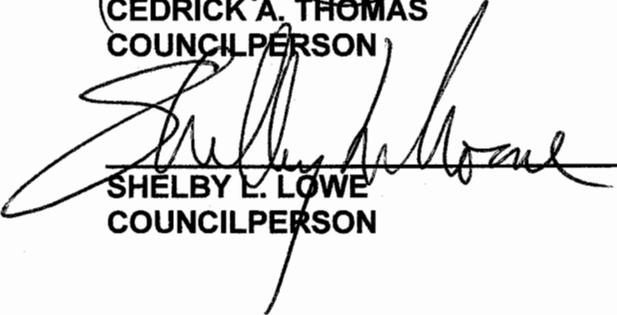
ATTEST:


CARRIE E. WARD
MASTER MUNICIPAL CLERK
CITY CLERK


DAWN S. PARDO
CHAIR PRO TEM


JUDY L. DAVIS
COUNCILPERSON


CEDRICK A. THOMAS
COUNCILPERSON


SHELBY L. LOWE
COUNCILPERSON

MOTIONED BY: J. DAVIS

SECONDED BY: S. LOWE

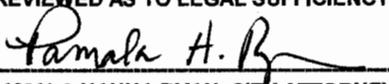
J. DAVIS AYE

B. BROOKS AYE

C. THOMAS AYE

D. PARDO AYE

S. LOWE AYE

REVIEWED AS TO LEGAL SUFFICIENCY

PAMALA HANNA RYAN, CITY ATTORNEY

DATE: 12/31/12

R2013 0078

**INTERLOCAL AGREEMENT BETWEEN THE BOARD OF COUNTY
COMMISSIONERS, PALM BEACH COUNTY, FLORIDA, AND
THE CITY OF RIVIERA BEACH, FLORIDA (EX-OFFENDER REENTRY PROGRAM)**

THIS INTERLOCAL AGREEMENT ("Agreement") is made the JAN 15 2013, 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 (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 interlocal agreements 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 Criminal Justice Commission (CJC), upon the direction from the Board of County Commissioners (BCC), continues their commitment to offender reentry; and

WHEREAS, the CITY has presented a proposal to initiate a partnership in accordance with the Palm Beach County Criminal Justice Commission Reentry Task Force's 5-Year Strategic Plan; and

WHEREAS, the COUNTY will reimburse the CITY for the expenses outlined in the Budget, Exhibit B, up to the amount of One Hundred Thirty-Two Thousand Six Hundred Thirty-Four Dollars (\$132,634) from October 1, 2012 through September 30, 2013 for reentry efforts as outlined in the Scope of Work (Exhibit A); and

WHEREAS the CITY will provide services and expenditures in the targeted areas as set forth in Exhibit A; and

WHEREAS, the CITY agrees to be bound by the Florida Department of Law Enforcement's Edward Byrne Memorial Justice Assistance Grant Local Solicitation (FDLE) requirements of the Standard Conditions as outlined in Exhibit C and the exhibit is incorporated by reference and made a part of this Agreement; and

WHEREAS, the CITY will provide tasks and deliverables as set forth in Exhibit A.

NOW THEREFORE, in consideration of the mutual promises contained herein, the COUNTY

RECEIVED

FEB 19 2013

OFFICE OF THE CITY CLERK

and the CITY agree as follows:

SECTION 1. Purpose and Payment

- A. The Term of this Interlocal Agreement is until September 30, 2013;
- B. The Term of this Interlocal Agreement provides that the COUNTY will reimburse the CITY for expenses up to the amount of \$132,634 for the Reentry Program set forth in Exhibit A and;
- C. The CITY will provide reports as requested by the COUNTY. The data collected will be used to evaluate the progress toward the FDLE grant requirements.

SECTION 2. REPRESENTATIVE/MONITORING POSITION

The COUNTY'S representative/contract monitor during the term of this Agreement shall be Michael L. Rodriguez, whose telephone number is (561) 355-4943.

The CITY'S representative/contract monitor during the term of this Agreement shall be, Jeanette Gordon, whose telephone number is (561) 840-3124.

SECTION 3. EFFECTIVE DATE

This Agreement shall take effect upon execution and shall continue in full force and effect up to and including September 30, 2013 unless otherwise terminated as provided herein.

SECTION 4. RESPONSIBILITIES AND DUTIES

The CITY agrees to provide services and sustain said services in accordance with the Scope of Work delineated in Exhibit A.

SECTION 5. PAYMENTS/INVOICING AND REIMBURSEMENT

The CITY shall submit programmatic reports and financial invoices to the COUNTY which will include a reference to this 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. Upon receipt and approval of the CITY's programmatic and fiscal invoices, included as part of Exhibit A, the COUNTY will reimburse the CITY the not-to-exceed amount in accordance with the budget (\$132,634). Invoices shall be itemized in sufficient detail for prepayment audit thereof. The CITY shall supply any further documentation deemed necessary by the COUNTY. Invoices received from the CITY will be reviewed and approved by the staff of the COUNTY'S CJC, indicating that expenditure has been made in conformity with this Agreement and then will be sent to the COUNTY's Finance Department for final approval and payment. Invoices will normally be paid within thirty (30) days following approval.

SECTION 6. ACCESS AND AUDITS

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

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 contract 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.

SECTION 7. BREACH/OPPORTUNITY TO CURE

The parties hereto expressly covenant and agree that in the event either party is in default of its obligations herein, the party not in default shall provide to the party in default thirty (30) days written notice to cure said default before exercising any of its rights as provided for in this Agreement.

SECTION 8. TERMINATION

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

SECTION 9. ATTORNEY'S FEES

Any costs or expenses (including reasonable attorney's fees) associated with the enforcement of the terms and/or conditions of this Agreement shall be borne by the respective parties; however, this clause pertains only to the parties to this Agreement.

SECTION 10. NOTICE AND CONTACT

All notices provided under or pursuant to this Agreement shall be in writing, delivered either by hand or first class, certified mail, return receipt requested, to the representatives identified below at the addresses set forth below:

For the COUNTY: Michael L. Rodriguez, Executive Director
Criminal Justice Commission

301 North Olive Avenue, Suite 1001
West Palm Beach, FL 33401

with a copy to: The County Attorney's Office
301 North Olive Avenue, 6th Floor
West Palm Beach, FL 33401

If sent to the CITY, notices shall be mailed to:
Ruth Jones
600 W. Blue Heron Blvd.
City of Riviera Beach
Riviera Beach, FL 33404

SECTION 11. 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 12. FILING

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

SECTION 13. LIABILITY

The parties to this 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 herein shall be construed as a waiver of sovereign immunity by either party, pursuant to Section 768.28, Florida Statutes.

SECTION 14. REMEDIES

This Agreement shall be construed by and governed by the laws of the State of Florida. Any and all legal action necessary to enforce the Agreement will be held in Palm Beach County. No remedy herein conferred upon any party is intended to be exclusive of any other remedy, and each and every such remedy shall be cumulative and shall be in addition to every other remedy given hereunder or now or hereafter existing at law or in equity or by statute or otherwise. No single or partial exercise by any party of any right, power, or remedy hereunder shall preclude any other or further exercise thereof.

No provision of this Contract 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 Contract, including but not limited to any citizen or employees of the COUNTY and/or CITY.

SECTION 15. EQUAL OPPORTUNITY PROVISION

The COUNTY and the CITY agree that no person shall, on the grounds of race, age, color, sex, national origin, disability, religion, ancestry, familial status, marital status, sexual orientation or gender identity or expression, be excluded from the benefits of, or be subjected to any form of discrimination under any activity carried out by the performance of this Agreement.

SECTION 16. 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.

In the event 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 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 Interlocal Agreement.

SECTION 17. 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 subcontractors in order to make a determination as to the capability of the subcontractor to perform properly under this Contract. 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 Contract, 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 Palm Beach County Board of County Commissioners has established a minimum goal for SBE participation of 15% on all County solicitations.

The CITY agrees to abide by all provisions of the Palm Beach County Code establishing the SBE Program, as amended, and understands that failure to comply with any of the requirements will be considered a breach of contract.

The CITY understands that each SBE firm utilized on this Contract must be certified by Palm Beach County in order to be counted toward the SBE participation goal.

The CITY shall provide the COUNTY with a copy of the CITY's contract with any SBE subcontractor or any other related documentation upon request.

The CITY understands the requirements to comply with the tasks and proportionate dollar amounts throughout the term of this Contract as it relates to the use of SBE firms.

The CITY will only be permitted to replace a certified SBE subcontractor who is unwilling or unable to perform. Such substitutions must be done with another certified SBE in order to maintain the SBE percentages established in this Contract. Requests for substitutions of SBE's must be submitted to the COUNTY's representative and to the Office of Small Business Assistance.

The CITY shall be required to submit to the COUNTY Schedule 1 (Participation of SBE-M/WBE Contractors) and Schedule 2 (Letter of Intent) to further indicate the specific participation anticipated, where applicable.

The CITY agrees to maintain all relevant records and information necessary to document compliance pursuant to Palm Beach County Code, Chapter 2, Article III, Sections 2-71 through 2-80.13 and any revisions thereto, and will allow the COUNTY to inspect such records.

SECTION 18. PUBLIC ANNOUNCEMENTS

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

SECTION 19. 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 20. 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 Agreement 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 Agreement period or thereafter.
- D. To allow COUNTY through the Criminal Justice Commission to both fiscally and programmatically monitor the CITY to assure that its fiscal and programmatic goals and conduct as outlined in the Scope of Work, Exhibit A, are adhered to. Resources permitted, all contracted programs/services will be reviewed at least yearly and possibly twice-yearly. Programmatic monitoring includes announced and unannounced site visits. Outcomes will be reviewed on a quarterly basis. The Criminal Justice Commission staff will utilize and review other funder's licensing or accreditation monitoring results. 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 Agreement. Authorized representatives or agents of the COUNTY and/or the Criminal Justice Commission shall have access to records upon reasonable notice for purposes of review, analysis, inspection and audit.
- 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 CONTRACT 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 Florida Department of Law Enforcement, Justice Assistance Grant (JAG) Standard Conditions as outlined in the attachment (Exhibit C) and the attachment is incorporated by reference and made a part of this Agreement.

SECTION 21. CAPTIONS

The captions and section designations herein set forth are for convenience only and shall have no substantive meaning.

SECTION 22. AVAILABILITY OF FUNDS

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

SECTION 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 Agreement.

SECTION 24. SEVERABILITY

In the event that any section, paragraph, sentence, clause, or provision herein shall be held by a court of competent jurisdiction to be invalid, such shall not affect the remaining portions of this Agreement and the same shall remain in full force and effect.

SECTION 25. CRIMINAL HISTORY RECORDS CHECK

If COUNTY'S employees or subcontractors are required under this contract to enter a "critical facility," as identified in Resolution R-2003-1274, the COUNTY shall comply with the provisions of Chapter 2, Article IX of the Palm Beach County Code ("Criminal History Records Check" section). The COUNTY 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 COUNTY shall be solely responsible for the financial, schedule, and staffing implications associated in complying with this section of the Palm Beach County Code.

SECTION 26. ENTIRETY OF AGREEMENT

The parties agree that this Agreement sets forth the entire agreement between the parties, and there are no promises or understandings other than those stated herein.

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.

ATTEST:

PALM BEACH COUNTY, FLORIDA, BY ITS

Sharon R. Bock, Clerk and Comptroller

By: [Signature]
Deputy Clerk



By: [Signature]
Steven L. Abrams, Chair

(SEAL)

ATTEST:
Carrie E. Ward

By: [Signature]
City Clerk

Date: 1/2/2013

CITY: Riviera Beach, FL

By: [Signature]
Thomas A. Masters, Mayor

APPROVED AS TO FORM AND
LEGAL SUFFICIENCY

By: [Signature]
County Attorney

APPROVED AS TO FORM AND
LEGAL SUFFICIENCY

By: [Signature]
Pamala H. Ryan,
City Attorney

APPROVED AS TO TERMS
AND CONDITIONS

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

SCOPE OF WORK

Scope of Work pertaining to the FY2013 Contract between The City of Riviera Beach and Palm Beach County (through the Criminal Justice Commission of Palm Beach County- Ex-Offender Reentry Program).

Effective date: October 1, 2012

Objective

The Criminal Justice Commission (CJC) has established Ex-Offender Reentry as one of its priorities. The goal is to reduce recidivism

Services

The City of Riviera Beach will:

- Provide a Case Manager who will provide case management for Ex-Offenders returning to Palm Beach County.
- Screen each potential client with the LSI-r Risk/Needs Assessment to determine program eligibility. Only those clients classified as "Moderate" or "High" risk may be served by these funds.
- Facilitate "Ex-Offender Support Services" to include Peer Support Groups, Family Reunification Counseling and Events, Literacy and GED Classes, Trade Education and Certification and Mental Health Treatment Services, by referring Ex-Offenders to outside service providers.
- Make the Case Manager available for meetings, trainings or events at the Program Managers discretion.

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 program.

-The City of Riviera Beach will collect and provide all required data in the CJC Reentry Network (RENEW).

BUDGET WORKSHEET, NARRATIVE and SUMMARY

A. PERSONNEL

1. *Program Director* - The Program Director will supervise, organize and coordinate programs designed to prepare offenders' reentry to the community.

\$ 53,945.00

2. *Reentry Coordinator* - Assist and provide assistance with reentry program.

\$ 1,352.00

3. *Case Manager* - The Case Manager will have primary responsibility for case managing Ex-Offenders assigned through the Justice Service Center Community Reentry initiative. They will also be responsible for facilitating "Ex-Offender Support Services" and Transitional Housing.

\$ 24,960.00

4. *Staff Assistant*- Responsible for assisting staff with day-to-day agency operations.

\$ 20,280.00

SUB-TOTAL PERSONNEL \$ 100,537.00

B. FRINGE BENEFITS

1. FICA

a. Program Director Salary Cost x 7.65%

\$ 4,127.00

b. Reentry Coordinator Salary x 7.65%

\$ 103.00

c. Case Manager Salary Cost x 7.65%

\$ 1,909.00

d. Staff Assistant Salary Cost x 7.65%

\$ 1,551.00

2. Health & Dental Plan

a. Program Director (fixed rate)

\$ 7,466.00

SUB-TOTAL BENEFITS \$ 15,156.00

TOTAL PERSONNEL & FRINGE BENEFITS \$ 115,693.00

C. TRAVEL/TRAINING

1. Conferences/Registration/Travel [Prison Reentry Conf. 2 person; Reg. \$350 Airfare \$400 round trip; Hotel @ \$154/ night for 3 nights = \$462; Per Diem 1 person @ \$32 per day for 2 days= \$64

\$ 1,276.00

2. Training and Development

\$ 338.00

SUB-TOTAL TRAVEL / TRAINING \$ 1,614.00

D. SUPPLIES

1. Office Supplies (Pens, Papers, Folders, Files, etc.)

\$ 2,000.00

2. Program Supplies (including LSI-r material)

\$ 900.00

3. Printing & Publications

\$ 625.00

SUB-TOTAL SUPPLIES \$ 3,525.00

E. OTHER

1. POD Portable Storage Unit for JSC OJT tools

\$ 1,920.00

2. Ex-Offender Support Services

\$ 8,050.00

3. Cellular Phones (2) monthly billing \$111 x 12= \$1332

\$ 1,332.00

4. JSC Website

\$ 500.00

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.

Edward Byrne Memorial Justice Assistance Grant (JAG) Program

Florida Department of Law Enforcement

(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:

dls.dos.state.fl.us/barm/genschedules/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. § 7 94); 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 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,

Edward Byrne Memorial Justice Assistance Grant (JAG) Program

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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 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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Florida Department of Law Enforcement
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. 02-13

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF RIVIERA BEACH, PALM BEACH COUNTY, FLORIDA, AUTHORIZING AND APPROPRIATING THE USE OF FUNDS RECEIVED FROM DEVELOPERS AND THE RIVIERA BEACH COMMUNITY REDEVELOPMENT AGENCY (CRA) FOR THE STATE ROAD A1A STREET RESURFACING AND BEAUTIFICATION PROJECT; AND PROVIDING AN EFFECTIVE DATE.

WHEREAS, On June 16, 2010 City Council, through the passage of Resolution Number 67-10, approved up to nine percent (9%) contingency for a total of \$927,922 on the State Road A1A beautification project; and

WHEREAS, the contingency was approved without a funding source being identified in the original resolution; and

WHEREAS, the State Road A1A Project is near to completion and the City has payments that are due and payable to the contractor that require the use of the previously approved contingency; and

WHEREAS, the City received funds from developers and the Riviera Beach CRA for this project and such funds were deposited to the City's bank account for eventual payments to the contractor for work done on the SR A1A Project; and

WHEREAS, these contributions from developers and the CRA are being held in escrow in the City's Beautification Fund and are available to be appropriated at this time for payment to the contractor for work performed on the SR A1A Project.

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

SECTION 1. The Director of Finance and Administrative Services is authorized to appropriate and disburse funds in the City's Beautification Fund in the amount of \$927,922 to contractors from funds received by the City from developers and the CRA which are held in the City's Beautification Fund's for work performed on the SR A1A Project.

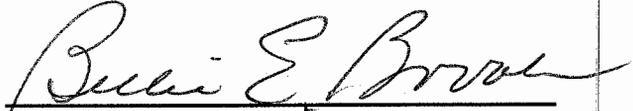
SECTION 2. This Resolution shall take effect upon its passage and approval by the City Council.

PASSED AND APPROVED THIS 2 DAY OF January, 2013.

APPROVED:

RESOLUTION NO 02-13
PAGE 2


THOMAS A. MASTERS
MAYOR


BILLIE E. BROOKS
CHAIRPERSON

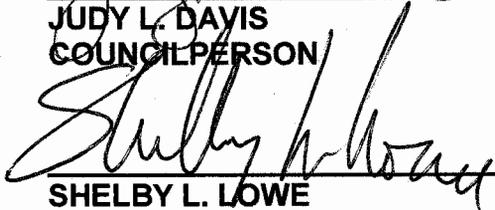
ATTEST:


CARRIE E. WARD,
MASTER MUNICIPAL CLERK
CITY CLERK


DAWN S. PARDO
CHAIR PRO TEM


CEDRICK A. THOMS
COUNCILPERSON


JUDY L. DAVIS
COUNCILPERSON


SHELBY L. LOWE
COUNCILPERSON

MOTIONED BY: S. LOWE

SECONDED BY: C. THOMAS

B. BROOKS AYE

J. DAVIS AYE

C. THOMAS AYE

D. PARDO AYE

S. LOWE AYE

REVIEWED AS TO LEGAL SUFFICIENCY


PAMALA HANNA RYAN, CITY ATTORNEY

DATE: 12/31/12

RESOLUTION NO. 03-13

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF RIVIERA BEACH, PALM BEACH COUNTY, FLORIDA, APPROVING THE MEMORANDUM OF AGREEMENT BETWEEN THE FLORIDA SHERIFFS ASSOCIATION AND THE CITY OF RIVIERA BEACH TO PARTICIPATE IN THE 1122 PROGRAM TO PURCHASE THROUGH FEDERAL PROCUREMENT CHANNELS, EQUIPMENT SUITABLE FOR USE IN THE PERFORMANCE OF COUNTER-DRUG ACTIVITIES, HOMELAND SECURITY, AND EMERGENCY RESPONSE MISSIONS; AUTHORIZING THE MAYOR AND CITY CLERK TO SIGN SAID AGREEMENT; AND PROVIDING AN EFFECTIVE DATE.

WHEREAS, The State and Local Law Enforcement Equipment Procurement Program was established and maintained pursuant to National Defense Authorization Act Section 1122 (Title 10 USC 381), hereafter known as the 1122 Program; and

WHEREAS, Subsequently, the Florida Sheriffs Association 1122 Program was established as a public-private partnership and designated State Point of Contact for the Program administration, and

WHEREAS, The 1122 Program permits state and local agencies to take advantage of the purchasing power of the Federal Government to receive discounts commensurate with large volume purchases and purchase through Federal procurement channels, equipment suitable for use in the performance of counter-drug activities, Homeland Security, and Emergency Response Missions; and

WHEREAS, This Cooperative Purchase Agreement is necessary in order that the City of Riviera Beach may order qualifying equipment under the 1122 Program through the Florida Sheriffs Association 1122 Program acting as the State Point of Contact; and

WHEREAS, Voluntary Purchasing Agreements between and among public agencies in the State of Florida have been shown to improve competition, quality, services, provide lower prices for materials and services, and avoid duplication of efforts; and

WHEREAS, The City of Riviera Beach is authorized to enter into this Memorandum of Agreement pursuant to Chapter 217, Florida Statutes.

WHEREAS, there would be no fiscal impact to the City of Riviera Beach.

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

SECTION 1: The City of Riviera Beach acknowledges the need to provide Homeland Security, Emergency Response, and counter-drug services.

SECTION 2: The City of Riviera Beach also acknowledges the fiscal responsibility to pursue cost saving opportunities to the benefit of its residents.

SECTION 3: A copy of said Agreement is attached hereto and made a part of the Resolution.

SECTION 4: The Mayor and City Clerk are authorized to execute this Memorandum of Agreement with the Florida Sheriffs Association.

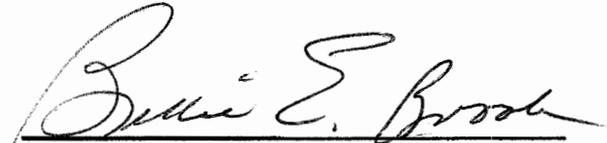
SECTION 5: This resolution shall take effect upon its passage and approval by the City Council.

PASSED AND ADOPTED this 27 day of January, 2013.

APPROVED:



THOMAS A. MASTERS
MAYOR



BILLIE E. BROOKS
CHAIRPERSON

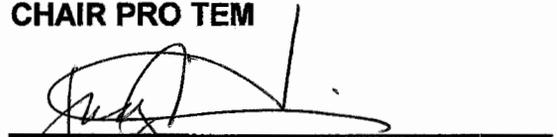
ATTEST:



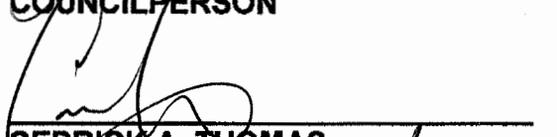
CARRIE E. WARD,
MASTER MUNICIPAL CLERK
CITY CLERK



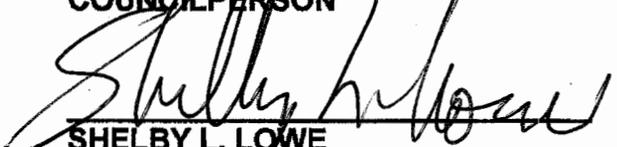
DAWN S. PARDO
CHAIR PRO TEM



JUDY L. DAVIS
COUNCILPERSON



CEDRICK A. THOMAS
COUNCILPERSON



SHELBY L. LOWE
COUNCILPERSON

MOTIONED BY: D. PARDO

SECONDED BY: C. THOMAS

B. BROOKS AYE

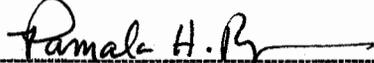
D. PARDO AYE

J. DAVIS AYE

C. THOMAS AYE

S. LOWE AYE

REVIEWED AS TO LEGAL SUFFICIENCY



PAMALA HANNA RYAN, CITY ATTORNEY

DATE: 12/31/12

MEMORANDUM OF AGREEMENT

This agreement is made and entered into this 2 day of January, 2013 between the City of Riviera Beach, hereinafter sometimes referred to as "Agency", a municipal corporation, law enforcement agency, or political subdivision of the State of Florida, and the Florida Sheriffs Association 1122 Program office.

WHEREAS, voluntary purchasing agreements between and among public agencies in the State of Florida have been shown to improve competition, quality, services, provide lower prices for materials and services, and avoid duplication of efforts; and

WHEREAS, Glenda Travis, Florida Sheriffs Association, has been designated by the Governor of the State of Florida as the State Point of Contact for the "*State and Local Law Enforcement Equipment Procurement Program*" established and maintained pursuant to National Defense Authorization Act Section 1122 (Title 10 USC 381) hereafter known as the '1122 Program'. Subsequently the Florida Sheriffs Association 1122 Program was established as a public-private partnership and designated "State Point of Contact" (SPOC) for the Program administration. Which Program permits state and local agencies to purchase through federal procurement channels-equipment suitable for use in the performance of counter-drug activities, homeland security and emergency response missions.

WHEREAS, the 1122 Program will permit state and local government agencies to take advantage of the purchasing power of the federal government to receive discounts commensurate with large volume purchases; and

WHEREAS, this Cooperative Purchase Agreement is necessary in order that the Agency may order qualifying equipment under the 1122 Program through the Florida Sheriffs Association 1122 Program acting as the SPOC.

NOW, THEREFORE, in consideration of the mutual promises contained in this Agreement, and for the mutual benefits to result therefrom, the parties agree as follows:

1. The purpose of the Agreement is a cooperative agreement between the Agency and Florida Sheriffs Association 1122 Program for the procurement of qualifying equipment under the United States 1122 Program by the Agency through the Florida Sheriffs Association 1122 Program, as the SPOC for the 1122 Program.
2. The Agency shall submit all procurement requests under the 1122 Program to the Florida Sheriffs Association 1122 Program office along with all documentation required by the Federal Government validating the mission for each procurement request.

3. The Florida Sheriffs Association 1122 Program office shall submit, in the name of the Agency, all procurement requests by the Agency under the 1122 Program.
4. The Agency shall be responsible for the payment of all costs and expenses associated with procurement requests under the 1122 Program submitted to the Florida Sheriffs Association 1122 Program office by the Agency. The Agency will submit a purchase order for the exact dollar amount of the product or service at the time of ordering. All orders shall be paid in full within 30 days of receipt to the Florida Sheriffs Association 1122 Program for equipment, materials and services received in accordance with the terms and conditions of the procurement.
5. Receipt, inspection and acceptance of all equipment, materials and services ordered under this Agreement shall be the exclusive obligation of the Agency.
6. The exercise of any rights or remedies by the Agency shall be the exclusive obligation of the Agency.
7. In this Agreement, failure of an entity to secure performance under its purchase order does not necessarily require another entity to exercise its own rights or remedies.
8. The procurement of equipment through the 1122 Program shall be subject to, and in accordance with, the terms and conditions entered into by the applicable federal agency with the vendor, except for modifications of those terms and conditions otherwise allowed by law.
9. The selection of equipment to be ordered through the 1122 Program will be at the option of the Agency, except that all such equipment shall be procured and used for counter-drug related activities, homeland security and emergency response missions.
10. The Florida Sheriffs Association 1122 Program shall not be liable in any fashion for any violation by the Agency of the terms, guidelines, regulations and statutes applicable to the 1122 Program. Florida Sheriffs Association 1122 Program and the Agency agree to assume responsibility for the acts, omissions, or conduct of each party's own employees in connection with any procurement under the 1122 Program. The Agency and Florida Sheriffs Association 1122 Program do not thereby waive any protections, available defenses or limitations of actions, to which they may be entitled in accordance with section 768.28 Florida Statutes, and Florida law. Any limitation on a party's liability shall be in accordance with section 768.28, Florida Statutes, or any other applicable provision of Florida law.
11. Either party may terminate, without notice, this Agreement if the other party fails to comply with the terms of this Agreement. Otherwise, either party may terminate this Agreement at any time, with or without cause, upon not less than thirty (30) days notice to the other party.

12. The parties are authorized to enter into this Agreement pursuant to Chapter 217, Florida Statutes.
13. A two and one half (2.5) percent administrative fee will be assessed on all purchases through the Florida Sheriffs Association 1122 Program, and will be included on the invoice for materials purchased.
14. This Agreement shall take effect upon signing by both parties.
15. Notices required under this Agreement shall be sent to the following:

For:
Acting Assistant Chief Michael B. Madden
Riviera Beach Police Department
600 West Blue Heron Boulevard
Riviera Beach, Florida 33404

For FSA 1122 Program:

Glenda Travis
 Florida 1122 State Point of Contact (SPOC)
 Florida Sheriffs Association 1122 Program
 P. O. Box 12519
 Tallahassee, FL 32317-2519

IN WITNESS WHEREOF, the parties hereto have executed this Agreement to be effective the date first written above.

FSA 1122 Program:

Glenda Travis
 Glenda Travis
 Florida Sheriffs Association 1122 Program
 Florida State 1122 State Point of Contact (SPOC)

For: City of Riviera Beach :

Thomas Masters
 Print Name: Thomas Masters
 Title: Mayor

Attested:

Peggy Goff
 Peggy Goff, Asst. Executive Director of Administration
 Florida Sheriffs Association

Attested:

Carrie Ward
 Carrie Ward, City Clerk

Reviewed as to Legal Sufficiency

Pamala H. Ryan
 Pamala H. Ryan, Esq., City Attorney

RESOLUTION NO. 04-13

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF RIVIERA BEACH, PALM BEACH COUNTY, FLORIDA, AUTHORIZING THE EXPENDITURE OF \$38,522.00 TO PURCHASE SPECIAL RESPONSE TEAM TACTICAL BODY ARMOR FROM THE BULLETPROOF VEST PARTNERSHIP GRANT OPERATING SUPPLIES ACCOUNT NUMBER 113-0818-521-0-5201; AND PROVIDING AN EFFECTIVE DATE.

WHEREAS, the Police Department is requesting the purchase of Special Response Team (SRT) Tactical Armor to equip the agency's SRT Unit; and

WHEREAS, this added equipment will assist in the reduction of injury and/or death to Riviera Beach Police Officers during high-risk SRT operations; and

WHEREAS, this purchase is based on prices set by the State of Florida Contract #680-850-11-1.

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

SECTION 1: Staff is authorized to purchase twenty (20) sets of Hornet Level III-A Tactical Armor and ten (10) bonded plates in the amount of \$38,522.00, from Federal Eastern International, a provider of the Hornet Tactical Vests, listed in Florida State Contract #680-850-11-1.

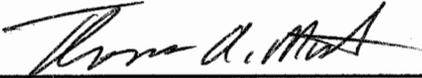
SECTION 2: The Director of Finance and Administrative Services is authorized to pay \$38,522.00 from the Bulletproof Vest Partnership Grant Operating Supplies Account Number 113-0818-521-0-5201.

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

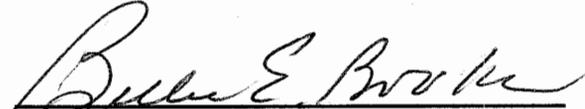
PASSED AND APPROVED this 2 day of January, 2013.

RESOLUTION NO. 04-13
PAGE 2

APPROVED:



THOMAS A. MASTERS
MAYOR

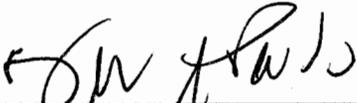


BILLIE E. BROOKS
CHAIRPERSON

ATTEST:



CARRIE E. WARD
MASTER MUNICIPAL CLERK
CITY CLERK



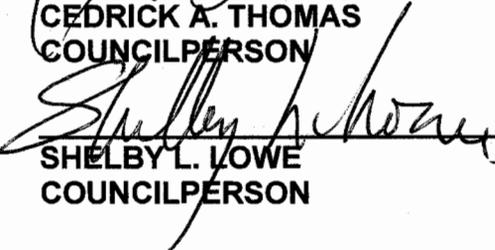
DAWN S. PARDO
CHAIR PRO TEM



JUDY L. DAVIS
COUNCILPERSON



CEDRICK A. THOMAS
COUNCILPERSON



SHELBY L. LOWE
COUNCILPERSON

MOTIONED BY: D. PARDO

SECONDED BY: C. THOMAS

B. BROOKS AYE

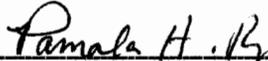
J. DAVIS AYE

C. THOMAS AYE

D. PARDO AYE

S. LOWE AYE

REVIEWED AS TO LEGAL SUFFICIENCY



PAMALA HANNA RYAN, CITY ATTORNEY

DATE: 12/31/12

RESOLUTION NO. 05-13

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF RIVIERA BEACH, PALM BEACH COUNTY, FLORIDA, APPROVING AN AMENDMENT TO THE MEDITERRANEA RESIDENTIAL PLANNED UNIT DEVELOPMENT SITE PLAN; AND PROVIDING FOR AN EFFECTIVE DATE.

WHEREAS, Section 31-57 of the City of Riviera Beach Code of Ordinances establishes the requirements for Site Plan review by the City Council; and

WHEREAS, the Meditteranea Residential Planned Unit Development was originally approved by the City Council by Resolutions 162-05 on September 21, 2005 for Phase I and 129-06 on September 6, 2006 for phase II for a total of 968 fee simple townhome units; and

WHEREAS, the Planning and Zoning Board met December 13, 2012 to review the Amendment to the Meditteranea Residential Planned Unit Development Site Plan application and made a recommendation to the City Council for approval of the application; and

WHEREAS, Staff has reviewed the proposed application and recommends approval; and

WHEREAS, the City Council finds that the attached proposed Amendment to the Meditteranea Residential Planned Unit Development Site Plan (Exhibit A) is consistent with the adopted City of Riviera Beach Comprehensive Plan and the City's Land Development Code.

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

SECTION 1. The Amendment to the Meditteranea Residential Planned Unit Development Site Plan to modify the residential building and unit types previously approved as fee simple townhouses to low-rise luxury apartments is approved with the following conditions:

1. Construction must be initiated within 18 months of the effective date of this resolution in accordance with Section 31-60(a), of the City Code of Ordinances.
2. A two-year landscaping bond for 110% of the value of landscaping and

irrigation shall be required before certificate of occupancy is issued.

3. Where material changes are proposed within any Phase of the plan, the modified plan must be reviewed by the Planning and Zoning Board and the City Council for approval prior to any building permit being issued.
4. The developer must provide a North bound exclusive right-turn lane at the project main access driveway on Military Trail prior to the first Certificate of Occupancy being issued for the project.
5. The Property Owner shall fund the cost of signal installation at the project main access driveway when and if warranted, as determined by the County Engineer. Signalization shall be a mast arm structure installation. The cost of signalization shall also include all design costs and any required utility relocation and right of way or easement acquisition. Building Permits for dwelling units shall not be issued until the developer provides acceptable surety to the County Traffic Division in an amount to be determined by the Director of the Palm Beach County Traffic Division. In order to request release of the surety for the traffic signal, the Property Owner shall provide written notice to the Traffic Division stating that the final Certificate of Occupancy has been issued for this development and requesting that a signal warrant study be conducted at the intersection. The Traffic Division shall have 24 months from receipt of this notice to either draw upon the monies to construct the traffic signal (if warranted) or release the monies. In the event the property is sold, the surety may be returned once the Traffic Division receives written documentation of the sale and a replacement surety has been provided to the Traffic Division by the new Property Owner.

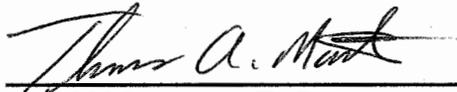
SECTION 2. This Resolution and attached site plan labeled as "Exhibit A" shall act as the final order which is not required to be recorded in the public records of Palm Beach County.

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

PASSED and APPROVED this 2ND day of JANUARY, 2013.

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APPROVED:



THOMAS A. MASTERS
MAYOR



BILLIE E. BROOKS
CHAIRPERSON

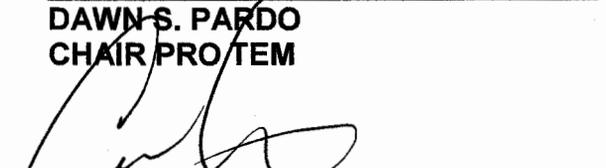
ATTEST:



CARRIE E. WARD
MASTER MUNICIPAL CLERK
CITY CLERK



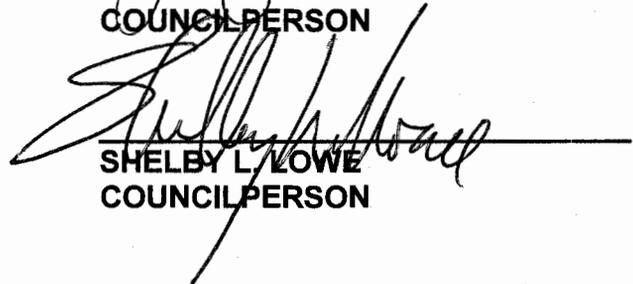
DAWN S. PARDO
CHAIR PRO TEM



CEDRICK A. THOMAS
COUNCILPERSON



JUDY L. DAVIS
COUNCILPERSON



SHELBY L. LOWE
COUNCILPERSON

MOTIONED BY: D. PARDO

SECONDED BY: J. DAVIS

B. BROOKS AYE

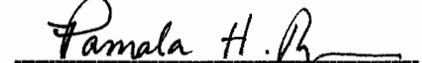
J. DAVIS AYE

C. THOMAS AYE

D. PARDO AYE

S. LOWE AYE

REVIEWED AS TO LEGAL SUFFICIENCY



PAMALA HANNA RYAN, CITY ATTORNEY

DATE: 12/31/12

RESOLUTION NO. 162-05

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF RIVIERA BEACH, PALM BEACH COUNTY, FLORIDA, APPROVING THE PHASE I SITE PLAN APPLICATION FROM RANDOLPH CORNERSTONE JOINT VENTURE LLC, FOR 210 TOWN HOMES IN THE MEDITERRANEA PLANNED UNIT DEVELOPMENT LOCATED ON THE EAST SIDE OF MILITARY TRAIL, SOUTH OF LEO LANE; PROVIDING SPECIFIC CONDITIONS AND AN EFFECTIVE DATE.

WHEREAS, Section 31-57, of the City of Riviera Beach Code of Ordinances establishes the requirements for Site Plan review by the City Council; and

WHEREAS, the City Council finds that the proposed site plan is consistent with the adopted City of Riviera Beach Comprehensive Plan and the Land Development Regulations; and

WHEREAS, the Planning & Zoning Board met on September 1, 2005, to review the site plan application and made a recommendation for approval to the City Council; and

WHEREAS, the City Council has considered the application; the evidence submitted by the applicant and staff's recommendation.

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

SECTION 1. The Phase I Site Plan (Exhibit A) for 210 new town homes is approved with the following conditions:

1. Construction must be initiated within 18 months of the effective date of this resolution in accordance with Section 31-60(a), of the City Code of Ordinances.
2. Provide a six foot concrete wall along the north property line.
3. All future advertising must state that the development is in the City of Riviera Beach. A fine of \$250 per day will be levied against the property owner for violation of this condition.
4. All new units shall be "for sale" products, and a maximum of one unit can be sold to a specific owner.
5. Expand proposed sidewalks to connect to Military Trail and the new pool clubhouse area.
6. The developer shall offer existing renters in the Woods Edge development ownership through right of first refusal to buy in the new

RESOLUTION NO. 162-05
PAGE 2

development at pre-construction prices prior to opening the units for general sale to the public; relocation assistance which includes rent concessions as deemed appropriate to later phases within the existing property; relocation assistance to Indian Trace (Military Trail, Riviera Beach) or to Renaissance Apartments (Military Trail, West Palm Beach); which include rent concessions to the aforementioned developments.

SECTION 2. This Resolution shall act as the final order which is not required to be recorded in the public records of Palm Beach County.

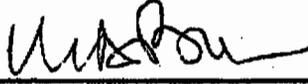
SECTION 3. This Resolution shall take effect immediately upon approval.

PASSED and APPROVED this 21ST day of SEPTEMBER, 2005.

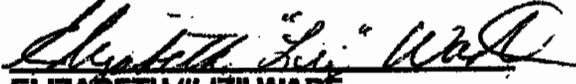
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RESOLUTION NO. 162-05
PAGE -3-

APPROVED:



MICHAEL D. BROWN
MAYOR

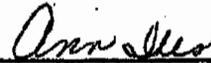


ELIZABETH "LIZ" WADE
CHAIRPERSON

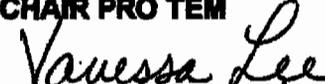
ATTEST:



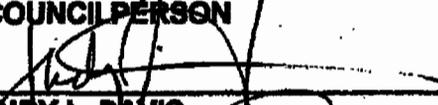
CARRIE E. WARD,
MASTER MUNICIPAL CLERK
CITY CLERK



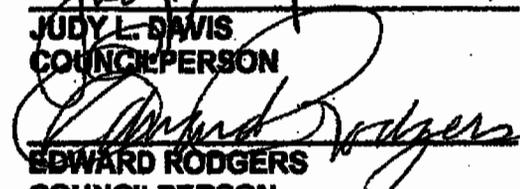
ANN ILES
CHAIR PRO TEM



VANESSA LEE
COUNCILPERSON



JUDY L. DAVIS
COUNCILPERSON



EDWARD RODGERS
COUNCILPERSON

MOTIONED BY: A. ILES

SECONDED BY: J. DAVIS

E. WADE: AYE

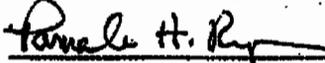
A. ILES: AYE

V. LEE: AYE

J. DAVIS: AYE

E. RODGERS: AYE

REVIEWED AS TO LEGAL SUFFICIENCY



PAMALA HANNA RYAN, CITY ATTORNEY

DATE: 9/19/05

RESOLUTION NO. 129-06

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF RIVIERA BEACH, PALM BEACH COUNTY, FLORIDA, APPROVING THE MASTER SITE PLAN APPLICATION FROM RANDOLPH CORNERSTONE JOINT VENTURE LLC, FOR 758 ADDITIONAL UNITS IN THE MEDITERRANEA PLANNED UNIT DEVELOPMENT LOCATED ON THE EAST SIDE OF MILITARY TRAIL, SOUTH OF LEO LANE; PROVIDING SPECIFIC CONDITIONS AND AN EFFECTIVE DATE.

WHEREAS, Section 31-57, of the City of Riviera Beach Code of Ordinances establishes the requirements for Site Plan review by the City Council; and

WHEREAS, the City Council finds that the proposed site plan is consistent with the adopted City of Riviera Beach Comprehensive Plan and the Land Development Regulations; and

WHEREAS, the Planning & Zoning Board met on August 10, 2006, to review the site plan application and made a recommendation for approval to the City Council; and

WHEREAS, the City Council has considered the application; the evidence submitted by the applicant and staff's recommendation.

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

SECTION 1. The Planned Unit Development Site Plan (Exhibit A) for 758 additional units and a total of 968 units (includes 210 previously approved town homes) is approved with the following conditions:

1. All future advertising must state that the development is in the City of Riviera Beach. A fine of \$250 per day will be levied against the property owner for violation of this condition.
2. Construction must be initiated within 18 months of the effective date of this resolution in accordance with Section 31-60(a), of the City Code of Ordinances.
3. The owner shall provide a bond in the amount of 110% of the cost of landscape materials and installation prior to receiving a certificate of occupancy, the bond will be valid for 2 years.
4. All new units shall be "for sale" products, and a maximum of one unit can be sold to one buyer.

5. The developer shall offer existing renters in the "Lakes" apartment community relocation assistance to Indian Trace (Military Trail, Riviera Beach) or to Renaissance Apartments (Military Trail, West Palm Beach), which will include rent concessions to the aforementioned developments.
6. A traffic light on Military Trail shall be installed at the entrance to the development upon approval by the Department of Transportation.
7. The applicant shall participate in the City of Riviera Beach MEAHOP program by contributing \$127,953 dollars to the Housing Trust Fund to allow 42,651 square feet on the 4th floor of some of the condominium building within the proposed development. The contribution shall be submitted to the City within 120 days of Council approval of the site plan (January 6, 2007).
8. In compliance with the City's exclusive franchise agreement, Waste Management must be used for all roll-off service needs.

SECTION 2. This Resolution shall act as the final order which is not required to be recorded in the public records of Palm Beach County.

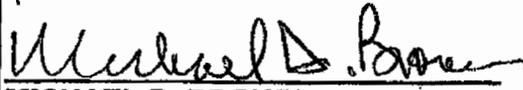
SECTION 3. This Resolution shall take effect immediately upon approval.

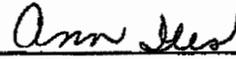
PASSED and APPROVED this 06 day of September, 2006.

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RESOLUTION NO. 129-06
PAGE 3

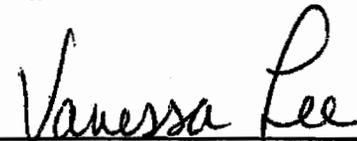
APPROVED:


MICHAEL D. BROWN
MAYOR

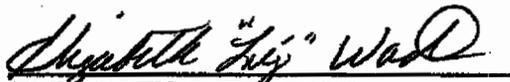

ANN ILES
CHAIRPERSON

ATTEST:


CARRIE E. WARD,
MASTER MUNICIPAL CLERK
CITY CLERK


VANESSA LEE
CHAIR PRO TEM


NORMA DUNCOMBE
COUNCILPERSON


ELIZABETH "LIZ" WADE
COUNCILPERSON


JAMES "JIM" JACKSON
COUNCILPERSON

MOTIONED BY: E. WADE

SECONDED BY: V. LEE

A. ILES AYE

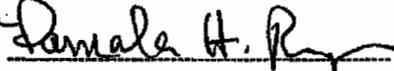
V. LEE AYE

N. DUNCOMBE AYE

E. WADE AYE

J. JACKSON ABSENT

REVIEWED AS TO LEGAL SUFFICIENCY


PAMALA HANNA RYAN, CITY ATTORNEY

DATE: 8/25/06

RESOLUTION NO 06-13

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF RIVIERA BEACH, PALM BEACH COUNTY, FLORIDA, DECLARING CERTAIN CITY OWNED REAL PROPERTY AS SURPLUS; PROVIDING AUTHORIZATION FOR THE PUBLIC SALE OF SAID REAL PROPERTY; PROVIDING FOR THE RELEASE OF ALL CITY LIENS, FINES AND ADMINISTRATIVE FEES; AUTHORIZING THE CITY MANAGER, MAYOR AND CITY CLERK TO TAKE SUCH ACTIONS AS MAY BE NECESSARY AND PROPER TO EFFECT THE TRANSFER OF OWNERSHIP OF THE REAL PROPERTY; PROVIDING THAT ALL CLOSING DOCUMENTS SHALL BE SUBJECT TO THE FINAL APPROVAL OF THE CITY ATTORNEY; PROVIDING FOR ALL REVENUE TO BE PLACED IN THE APPROPRIATE FUND; AND PROVIDING FOR AN EFFECTIVE DATE.

WHEREAS, the City has accumulated a surplus of certain City owned real property; and

WHEREAS, the City has determined that it no longer needs the real property for municipal purposes; and

WHEREAS, the City has further determined that it is in the public interest of the City to transfer ownership of the Real Property upon the terms and conditions hereinafter specified.

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

SECTION 1. The above recitals are true and correct, and are incorporated herein.

SECTION 2. The City Council of the City of Riviera Beach hereby declares that the real property listed and described in Exhibit "A" which is attached hereto and fully incorporated herein by reference, is surplus real property.

SECTION 3. The City Council of the City of Riviera Beach hereby releases all City Liens, Fines and Administrative Fees on all City owned real property listed and described in Exhibit "A" which is attached hereto and fully incorporated herein by reference.

RESOLUTION NO. 06-13
PAGE 2

SECTION 4. The City Manager is hereby directed to sell the property described in Exhibit "A" in any form of sale such as an auction or contract to purchase to governmental units, to private agencies, non-profit agencies or the public for the highest possible price following the due and proper appraisal and advertisement of said real property.

SECTION 5. The Mayor and City Clerk are authorized to execute deeds transferring ownership of the real property in accordance with the City's Policy approved by Resolution 77-12 on June 20, 2012 for the sale of real property.

SECTION 6. All Revenue received from the sale of the described property shall be deposited into the appropriate fund.

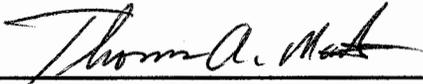
SECTION 7. This Resolution shall take effect immediately upon its adoption.

PASSED and APPROVED on 2ND day of JANUARY, 2013.

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RESOLUTION NO. 06-13
PAGE 3

APPROVED:



THOMAS A. MASTERS
MAYOR



BILLIE E. BROOKS
CHAIRPERSON

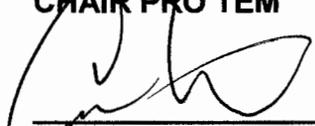
ATTEST:



CARRIE E. WARD
MASTER MUNICIPAL CLERK
CITY CLERK



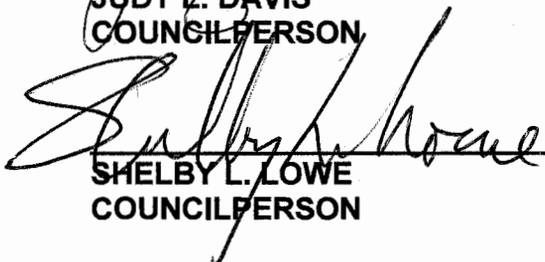
DAWN S. PARDO
CHAIR PRO TEM



CEDRICK A. THOMAS
COUNCILPERSON



JUDY L. DAVIS
COUNCILPERSON



SHELBY L. LOWE
COUNCILPERSON

MOTIONED BY: C, THOMAS

SECONDED BY: J. DAVIS

B. BROOKS AYE

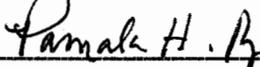
J. DAVIS AYE

C. THOMAS AYE

D. PARDO AYE

S. LOWE AYE

REVIEWED AS TO LEGAL SUFFICIENCY



PAMALA HANNA RYAN, CITY ATTORNEY

DATE: 12/31/12



POLICY AND PROCEDURE

SUBJECT: PROCEDURE FOR THE SALE, EXCHANGE, OR DONATION OF CITY OWNED REAL PROPERTY

DATE: 6/20/2012

NUMBER: RES # 77-12

1.0 PURPOSE OF THE POLICY

The purpose of this policy is to establish a procedure for the sale, exchange, or donation of City owned real property. Real Property is defined as land and generally whatever is permanently affixed to or growing upon the land.

2.0 PROCEDURE

1. Prior to the commencement of formal negotiations for the sale, exchange, or donation of City owned real property (hereinafter referred to as "property"), a written request from a person or entity requesting the property shall first be presented to the City Manager by the requesting party and the City Manager shall:

1. Determine whether the City property is needed for City purposes. If the property is not needed, then it shall be eligible to be declared as surplus property. If the City Manager determines that the property is not surplus or that it is not in the best interests of the City that it be disposed of, then the inquiry ends, and the City will not dispose of the property.
2. If the City Manager determines that the property is surplus, then staff will evaluate a selling price for the property using the following procedure:
 - a) Review public records for market value. If the Palm Beach County Property Appraiser's market value is under \$50,000.00, then no formal appraisal will be required. The property can be sold or exchanged for not less than 85 percent of the Palm Beach County Property Appraiser's market value.
 - b) If the property's Palm Beach County Property Appraiser's market value is over \$50,000.00, then two (2) formal appraisals by the City will be necessary. Thereafter, the value of the property should be based upon the average price between the two appraisals obtained by the City and the sale or exchange price shall be not less than 85 percent of the average of the two appraisals.

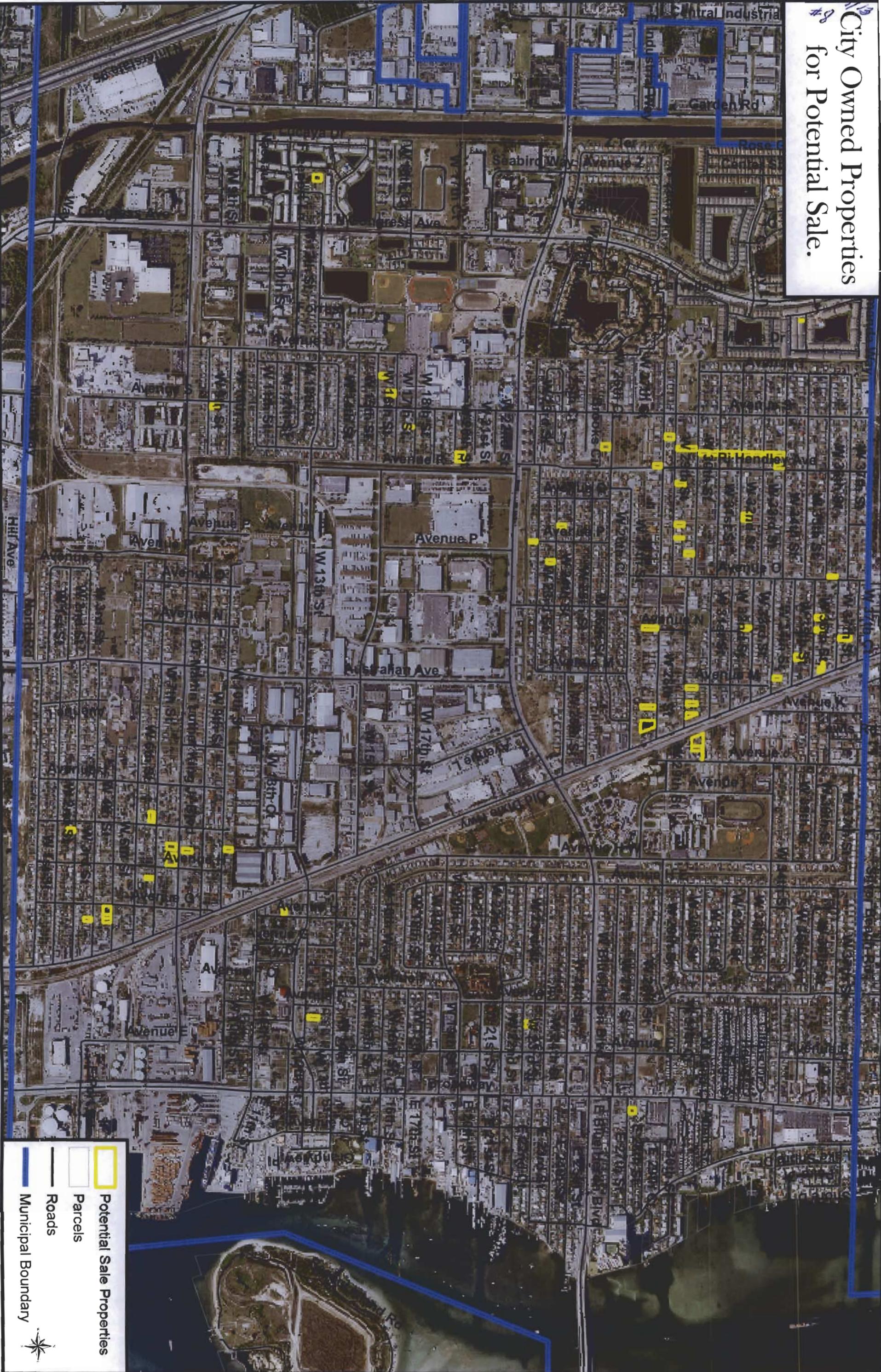


POLICY AND PROCEDURE

SUBJECT: PROCEDURE FOR THE SALE, EXCHANGE, OR DONATION OF CITY OWNED REAL PROPERTY

3. Present to the City Council, a recommendation for the method of disposition which may include one of the following:
 - a) Authorizing formal negotiations for a final sale amount or exchange of property with the requesting party;
 - b) Issuing a competitive request for proposals from interested parties;
 - c) Authorizing disposition by auction and establishing the minimum acceptable bid and other parameters to allow disposal at auction;
 - d) Submitting to the electors, in a referendum, the question of whether or not the property should be sold.
- II. Requests to donate City property will be accepted only from the Riviera Beach Community Redevelopment Agency for the purpose of implementing the Community Redevelopment Plan. The City will not donate property to any other entity or person.
- III. In addition to an outside entity or person, the City shall have the right to initiate the above procedure for the disposal of property.
- IV. The City Council will authorize the Finance Director to deposit the proceeds from the disposal of any City property to the appropriate account.

Read 1/27/13 #8
City Owned Properties
for Potential Sale.



Legend:

-  Potential Sale Properties
-  Roads
-  Municipal Boundary

North Arrow

Exhibit A
CITY OF RIVIERA BEACH
LAND FOR SALE AS OF 01/02/2013

*Rcmd 1/2/13
#8*

Description	Appraised Value	Property Control No.	Type
150 W 23RD ST	40515.00	56434228230060340	House
1400 W 32ND ST	25608.00	56434229030110490	House
1408 W 32ND ST	25608.00	56434229030110470	House
1052 W 30TH ST	49808.00	56434229050050180	House
1273 W 23RD ST	23218.00	56434229130150010	House
1273 W 23RD ST	1651.00	56434229130160280	House
1953 GARDENIA CT	30000.00	56434230350240020	House
E 28TH ST	52992.00	56434228170000030	Vacant
1501 W 28TH ST	6369.00	56434229010000480	Vacant
W 34TH ST	9900.00	56434229020200070	Vacant
AVENUE R	6369.00	56434229020200010	Vacant
W 33RD ST	9900.00	56434229020210070	Vacant
W 32ND ST	9900.00	56434229020280070	Vacant
W 31ST ST	9900.00	56434229020290070	Vacant
W 30TH ST	13860.00	56434229020360090	Vacant
W 36TH ST	3302.00	56434229030040500	Vacant
1341 W 30TH ST	6369.00	56434229030170100	Vacant
W 29TH ST	6369.00	56434229030170260	Vacant
W 29TH ST	2751.00	56434229030170330	Vacant
W 29TH ST	5453.00	56434229030180320	Vacant
W 30TH ST	2216.00	56434229050050140	Vacant
1020 W 30TH ST	2751.00	56434229050050210	Vacant
1061 W 28TH ST 1	8438.00	56434229060000070	Vacant
1019 W 28TH ST	10125.00	56434229060000110	Vacant
W 33RD ST	6369.00	56434229090050010	Vacant
W 28TH ST	11880.00	56434229100040140	Vacant
1243 W 24TH ST	5605.00	56434229130140210	Vacant
W 24TH ST	5605.00	56434229130180330	Vacant
W 35TH ST	9450.00	56434229160010140	Vacant
1108 W 34TH ST	5605.00	56434229160040470	Vacant
3617 OLD DIXIE HWY	5044.00	56434229170010010	Vacant
W 36TH ST	5605.00	56434229170020010	Vacant
W 36TH ST	5605.00	56434229170020070	Vacant
1192 W 37TH ST	9375.00	56434229200000150	Vacant
OLD DIXIE HWY	2476.00	56434229200000930	Vacant
1533 W 26TH CT	10800.00	56434229210000080	Vacant
3019 AVENUE J	7385.00	56434229240000122	Vacant
3021 1/2 AVENUE J	11460.00	56434229240000121	Vacant
1562 W 28TH ST	8294.00	56434229490000000	Vacant
W 20TH ST	5728.00	56434229640000030	Vacant
W 20TH ST	5728.00	56434229640000040	Vacant
BOOKER WAY	6369.00	56434231000001580	Vacant
W 10TH ST	3927.00	56434232010020091	Vacant
732 DR MARTIN LUTHER KING JR BLVD	16500.00	56434232010210260	Vacant
717 DR MARTIN LUTHER KING JR BLVD	15813.00	56434232010360050	Vacant
709 DR MARTIN LUTHER KING JR BLVD	31625.00	56434232010360010	Vacant
727 DR MARTIN LUTHER KING JR BLVD	23719.00	56434232010360090	Vacant
W 7TH ST	4356.00	56434232010400131	Vacant
625 AVENUE I	9162.00	56434232010420020	Vacant
W 9TH ST	6369.00	56434232020000360	Vacant
1650 W 16TH ST	11405.00	56434232040030190	Vacant
W 17TH ST	2272.00	56434232040030470	Vacant
W 17TH ST	2272.00	56434232040030480	Vacant
W 17TH ST	2272.00	56434232040030490	Vacant
W 18TH ST	2064.00	56434232040090480	Vacant
160 W 13TH ST	26109.00	56434233060040130	Vacant
1153 AVENUE H	9075.00	56434233060080112	Vacant
575 W 5TH ST	7853.00	56434233080000350	Vacant
571 W 5TH ST	7461.00	56434233080000360	Vacant
595 W 5TH ST	14092.00	56434233080000330	Vacant
571 W 4TH ST	22197.00	56434233090000790	Vacant
757 W 3RD ST	7461.00	56434233100001180	Vacant

Exhibit A
CITY OF RIVIERA BEACH
LAND FOR SALE AS OF 01/02/2013

Description	Appraised Value	Property Control No.	Type
150 W 23RD ST	40515.00	56434228230060340	House
1400 W 32ND ST	25608.00	56434229030110490	House
1408 W 32ND ST	25608.00	56434229030110470	House
1052 W 30TH ST	49808.00	56434229050050180	House
1273 W 23RD ST	23218.00	56434229130150010	House
1273 W 23RD ST	1651.00	56434229130160280	House
1953 GARDENIA CT	30000.00	56434230350240020	House
E 28TH ST	52992.00	56434228170000030	Vacant
1501 W 28TH ST	6369.00	56434229010000480	Vacant
W 34TH ST	9900.00	56434229020200070	Vacant
AVENUE R	6369.00	56434229020200010	Vacant
W 33RD ST	9900.00	56434229020210070	Vacant
W 32ND ST	9900.00	56434229020280070	Vacant
W 31ST ST	9900.00	56434229020290070	Vacant
W 30TH ST	13860.00	56434229020360090	Vacant
W 36TH ST	3302.00	56434229030040500	Vacant
1341 W 30TH ST	6369.00	56434229030170100	Vacant
W 29TH ST	6369.00	56434229030170260	Vacant
W 29TH ST	2751.00	56434229030170330	Vacant
W 29TH ST	5453.00	56434229030180320	Vacant
W 30TH ST	2216.00	56434229050050140	Vacant
1020 W 30TH ST	2751.00	56434229050050210	Vacant
1061 W 28TH ST 1	8438.00	56434229060000070	Vacant
1019 W 28TH ST	10125.00	56434229060000110	Vacant
W 33RD ST	6369.00	56434229090050010	Vacant
W 28TH ST	11880.00	56434229100040140	Vacant
1243 W 24TH ST	5605.00	56434229130140210	Vacant
W 24TH ST	5605.00	56434229130180330	Vacant
W 35TH ST	9450.00	56434229160010140	Vacant
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3617 OLD DIXIE HWY	5044.00	56434229170010010	Vacant
W 36TH ST	5605.00	56434229170020010	Vacant
W 36TH ST	5605.00	56434229170020070	Vacant
1192 W 37TH ST	9375.00	56434229200000150	Vacant
OLD DIXIE HWY	2476.00	56434229200000930	Vacant
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595 W 5TH ST	14092.00	56434233080000330	Vacant
571 W 4TH ST	22197.00	56434233090000790	Vacant
757 W 3RD ST	7461.00	56434233100001180	Vacant

RESOLUTION NO. 07-13

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF RIVIERA BEACH, PALM BEACH COUNTY, FLORIDA, APPROVING THE INTERLOCAL AGREEMENT AS PART OF PALM BEACH COUNTY'S MASTER SERVICE AGREEMENT WITH MOTOROLA TO PROVIDE COMPREHENSIVE RADIO REPAIR SERVICES TO THE CITY, INCLUDING SERVICE FOR THE CITY'S RADIO CONSOLES, AUTHORIZING THE MAYOR AND CITY CLERK TO SIGN SAID AGREEMENT; AND AUTHORIZING PAYMENT; AND PROVIDING AN EFFECTIVE DATE.

WHEREAS, The City of Riviera Beach and Palm Beach County continually seek more effective service delivery methods which result in overall savings to the taxpayers; and

WHEREAS, The City and the County have determined it to be beneficial to both parties for the City to purchase Radio Repair Services from the County; and

WHEREAS, The City and the County have the ability to lawfully enter into this Agreement.

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

SECTION 1: The City Council authorizes the Mayor and City Clerk to sign this Interlocal Agreement on behalf of the City.

RESOLUTION NO. 07-13

PAGE 2

SECTION 2: The Director of Finance and Administrative Services is authorized to make monthly payments in the amount of \$2,295.55 per month to Palm Beach County for maintenance and repair of the City's Radios and Consoles.

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

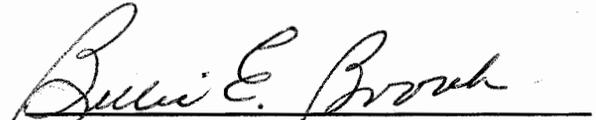
PASSED AND ADOPTED this 2 day of January, 2013.

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RESOLUTION NO. 07-13
PAGE 3

APPROVED:

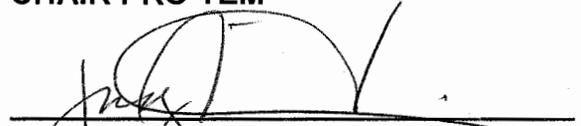

THOMAS A. MASTERS
MAYOR

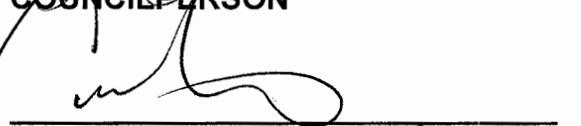

BILLIE E. BROOKS
CHAIRPERSON

ATTEST:


CARRIE E. WARD,
MASTER MUNICIPAL CLERK
CITY CLERK


DAWN S. PARDO
CHAIR PRO TEM


JUDY L. DAVIS
COUNCILPERSON


CEDRICK A. THOMAS
COUNCILPERSON


SHELBY L. LOWE
COUNCILPERSON

MOTIONED BY: D. PARDO

SECONDED BY: J. DAVIS

B. BROOKS AYE

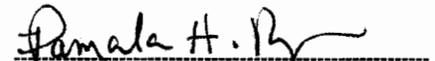
D. PARDO AYE

J. DAVIS AYE

C. THOMAS AYE

S. LOWE AYE

REVIEWED AS TO LEGAL SUFFICIENCY


PAMALA HANNA RYAN, CITY ATTORNEY

DATE: 12/31/12

R2013 0141

INTERLOCAL AGREEMENT

This Interlocal Agreement ("Agreement") is made and entered into FEB 05 2013, by and between Palm Beach County, a political subdivision of the State of Florida ("County") and the City of Riviera Beach, Florida, a municipal corporation of the State of Florida ("City").

WITNESSETH

WHEREAS, the County and the City are continually identifying more effective service delivery methods which result in overall savings to the taxpayers of the County and the City; and

WHEREAS, the County and the City have determined it to be beneficial to both parties for the City to purchase radio repair services from the County; and

WHEREAS, the County and the City have the ability to lawfully enter into this Agreement.

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

SECTION 1: PURPOSE

The purpose of this Agreement is to provide the terms and conditions by which the County will provide comprehensive radio repair services to the City, including service for the City's radio consoles as part of the County's Master Service Agreement with Motorola, and the schedule and method of payment to the County for such services. Radio repair services generally include: 1) warranty and maintenance and corrective maintenance services on radio equipment, and 2) programming of radio communication equipment, and 3) installation of radio equipment to vehicles owned and operated by the City.

SECTION 2: RADIO MANAGEMENT FACILITY

The County operates a radio maintenance & repair facility. The facility is located at 2601 Vista Parkway, West Palm Beach, FL 33411-5610. The facility is staffed and operated 8:00 am to 5:00 pm for all repairs and administrative support, Monday through Friday, excluding County holidays. Upon execution of this Agreement, the County will provide the City with emergency numbers whereby County personnel can respond to emergencies.

SECTION 3: WARRANTY AND CORRECTIVE REPAIRS

3.01 Corrective repairs will be billed according to the fee schedule identified in Attachment 1 to this Agreement.

3.02 Commercial repairs will be billed according to Attachment 1. Any commercial repair to be completed by a vendor outside of the Palm Beach County area and other than the original equipment manufacturer will require the authorization of the City prior to commencement of the work.

3.03 The City is to provide the County with a list of person/positions which are authorized to request emergency services. No emergency work will be undertaken by the County unless approved by a person/position contained on the list. Fees for emergency repair services are identified in Attachment 1.

3.04 The City may request services be expedited by requesting that certain work be performed on an overtime basis. Such work can be requested only by authorized City positions pursuant to Section 3.03 and will be performed according to the fee schedule for emergency services.

3.05 The City has four (4) radio communication consoles and associated Console Electronics Bank (CEB) equipment that the County has included within the County's Master Service Agreement. As part of the system access charges billed in November of each year, the City will be billed a separate line item for the actual maintenance costs incurred by the County for the addition of the City's equipment to the Master Service Agreement. Any subsequent request from the City to remove their radio consoles and CEB equipment from the County's Master Service Agreement shall not take effect until the end of the current fiscal year, September 30th. If this Agreement has an execution date after November, the first year of billing will take place within 30 days of the execution of the Agreement and will be prorated from the period of time remaining in the fiscal year.

SECTION 4: BILLING SCHEDULE

4.01 The County will prepare and transmit a quarterly invoice to the City itemizing the costs. The City will immediately review the invoice and report any discrepancies to the County within ten (10) days of receipt. Payment will be due to the County within thirty (30) days of receipt of the invoice. Payments shall be sent to:

Board of County Commissioners
Special Receivables Section - Finance
P.O. Box 3977
West Palm Beach, FL 33402-3977

4.02 The City may utilize its \$12.50 account to pay for County services as long as it maintains its agreement with the County that provides the City with access to the County's Public Safety Radio System, a/k/a 800 MHz Trunked Radio System, and there are sufficient funds in the account. In order to use \$12.50 funds to pay the invoice charges, either in part or in full, pursuant to this Agreement, the City will need make payment by returning a fully executed "Use of \$12.50 Authorization Form" to the following address. If a partial payment is made via

the use of \$12.50 funds, both the authorization form and the check shall be sent to the address below:

Board of County Commissioners
FDO Fiscal Section
2633 Vista Parkway
West Palm Beach, FL 33411-5603

SECTION 5: ANNUAL RATE/BUDGET INFORMATION TO BE PROVIDED BY COUNTY

5.01 The County will update Attachment 1 and transmit same to the City prior to June 1st of each year for the fiscal year beginning the next October. Such updates are in the County's sole discretion but the County agrees that the City's fee schedules shall not exceed the fee schedule applied to County departments. The revised Attachment will not only identify the fee schedule for the upcoming year, but also provide budget documentation based on historic usage and the age of the equipment. The updated Attachment will become a part of this Agreement on October 1st each year.

5.02 The County will provide the City with quarterly detailed summaries of all maintenance charges during the months that maintenance was performed. At any time, the City may request information which it may require to assist in making fiscal or management decisions.

SECTION 6: ASSET INFORMATION TO BE PROVIDED BY CITY

The City will provide the County with the information necessary to code all radio and/or communication equipment into the County's automated management system.

SECTION 7: COUNTY IMPLEMENTED QUALIFICATIONS, TRAINING AND SAFETY PROGRAMS

The County represents that all repairs will be performed by technicians holding certifications commonly available in the industry. If additional certification and/or training is required to repair new radio equipment models, the County will provide the technicians with the necessary training at no additional cost to the City.

SECTION 8: LIABILITY

The City shall indemnify, defend and save the County harmless from and against any and all claims, actions, damages, liability and expense in connection with: (i) loss of life, personal injury and/or damage to or destruction of property arising from or out of any use or lack thereof, of the radio equipment maintained by County; (ii) use by City, or (iii) any act or omission of City, its agents, contractors, employees or invitees to the extent permitted by Florida law and

subject to the limitations of Section 768.28 F.S. In case the County shall be made a party to any litigation commenced against the City or by the City against a third party, then the City shall protect and hold harmless and pay all costs and attorney's fees incurred by the County in connection with such litigation, and any appeals thereof, subject to the monetary limitations of Section 768.28 F.S.

SECTION 9: TERM OF AGREEMENT

The initial term of this Agreement shall commence on September 11, 2012, and shall continue for three (3) years or until the expiration of the City's direct access, talk group or hub agreement with the County that provides the City with access to the County's Public Safety Radio System, whichever comes first. This Agreement may be renewed for one (1) additional term of three (3) years and shall continue for a term of three (3) years or until expiration of the City's agreement with the County that provides the City with access to the County's Public Safety Radio System, whichever comes first. At least eight (8) months prior to the expiration of this Agreement's term, the City shall provide the County with a request to renew this Agreement. If agreed upon by the parties, within two (2) months of the receipt of the request, the County shall process an amendment to this Agreement which shall be executed by both the City and the County.

SECTION 10: AMENDMENTS TO THIS AGREEMENT

This Agreement may be amended from time to time via written amendment executed by both the County and the City. Annual updates to the Attachments will not require Board of County Commissioners or City Council approval, but will be incorporated annually on October 1st upon signature of the City Manager and the Director of Facilities Development & Operations.

SECTION 11: TERMINATION

This Agreement can be terminated by either party, with or without cause. Any termination shall be with a minimum of three (3) months notice.

SECTION 12: ANNUAL BUDGET APPROPRIATIONS

Pursuant to State law, this Agreement is subject to the annual budget appropriations of the City and the County.

SECTION 13: NOTICES

Any notice given pursuant to the terms of this Agreement shall be in writing and done by Certified Mail, Return Receipt Requested. The effective date of such notice shall be the date of receipt, as evidenced by the Return Receipt. All notices shall be addressed to the following:

As to the County:

Director, Facilities Development & Operations
2633 Vista Parkway
West Palm Beach, FL 33411-5603

With a copy to:

Radio System Manager
2601 Vista Parkway
West Palm Beach, FL 33411-5610

County Attorney's Office
301 North Olive Avenue
West Palm Beach, FL 33401

As to the City:

City Manager
City of Riviera Beach
Riviera Beach, FL 33404

Police Chief
City of Riviera Beach
600 W. Blue Heron Blvd.
Riviera, FL 33404

SECTION 14: APPLICABLE LAW

This Agreement shall be governed by the laws of the State of Florida.

SECTION 15: FILING

A copy of this Agreement shall be filed with the Clerk of the Circuit Court in and for Palm Beach County.

SECTION 16: DELEGATION OF DUTY

Nothing contained herein shall be deemed to authorize the delegation of the Constitutional or Statutory duties of County or City.

**SECTION 17: PALM BEACH COUNTY OFFICE OF THE INSPECTOR GENERAL
AUDIT REQUIREMENTS**

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 is authorized with the power to review past, present and proposed County contracts, transactions, accounts and records. The Inspector General's authority includes, but is not limited to, the power to audit, investigate, monitor, and inspect the activities of entities contracting with the County, or anyone acting on their behalf, in order to ensure compliance with contract requirements and to detect corruption and fraud. Failure to cooperate with the Inspector General or interfering with or impeding any investigation shall be a 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.

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IN WITNESS WHEREOF, the parties have caused this Agreement to be executed on the day and year first above written.

ATTEST:

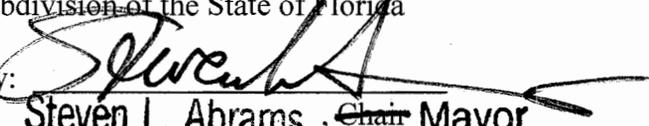
R2013 0141 FEB 05 2013

SHARON R. BOCK
CLERK & COMPTROLLER

PALM BEACH COUNTY, a political
subdivision of the State of Florida

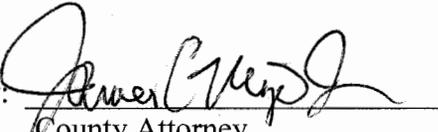
By: 
Deputy Clerk

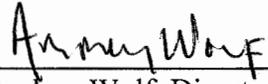


By: 
Steven L. Abrams, Chair Mayor

APPROVED AS TO FORM AND
LEGAL SUFFICIENCY:

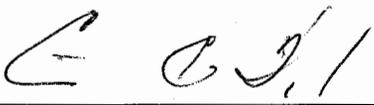
APPROVED AS TO TERMS AND
CONDITIONS:

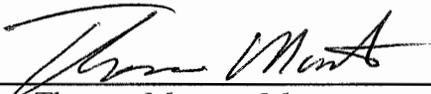
By: 
County Attorney

By: 
Audrey Wolf, Director
Facilities Development & Operation

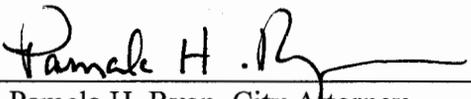
ATTEST:

CITY OF RIVEIRA BEACH, a municipal
corporation of the State of Florida

By: 
Carrie E. Ward, City Clerk

By: 
Thomas Masters, Mayor

APPROVED AS TO FORM
AND LEGAL SUFFICIENCY

By: 
Pamela H. Ryan, City Attorney

**PALM BEACH COUNTY
ELECTRONIC SERVICES & SECURITY
RADIO REPAIR MAINTENANCE AGREEMENT**

ATTACHMENT 1

Non-Emergency Contact Phone # 561-233-0830
Emergency Contact Phone # 561-712-6428

Normal Shop Labor Rate: \$65.00 per hour, per person.
Over Time Shop Labor Rate: \$97.50 per hour, per person.

Contracted Labor Rate: \$135.00 per hour, per person.
Overtime Contracted Labor Rate: \$202.50 per hour, per person.

Procured Parts and/or Related Components: At County Procurement Cost + 5% Administrative Fee

Maintenance Costs for Radio Consoles and CEB Equipment:
January 1, 2013 – September 30, 2013: \$20,659.95
October 1, 2013 – Expiration of Contract: To be determined based on County's Master Service Agreement and to be provided under separate cover.

RESOLUTION NO. 08-13

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF RIVIERA BEACH, PALM BEACH COUNTY, FLORIDA, TO APPROVE AN INTERLOCAL AGREEMENT BETWEEN THE COMMUNITY REDEVELOPMENT AGENCY (CRA) AND THE CITY OF RIVIERA BEACH TO CREATE A TASK FORCE TO PROVIDE LAW ENFORCEMENT PUBLIC SAFETY SERVICES (CLEAN AND SAFE PROGRAM) TO THE CRA; TO ACCEPT ADVANCED PAYMENT IN THE AMOUNT OF \$250,000.00 FOR THE PURCHASE / DEPLOYMENT OF SURVEILLANCE CAMERAS AND TO ACCEPT \$82,540.00 FOR REIMBURSEMENT OF POLICE OVERTIME, AUTHORIZING THE MAYOR AND CITY CLERK TO EXECUTE THE INTERLOCAL AGREEMENT; AND THE FINANCE DIRECTOR TO SET UP A BUDGET FOR THE SAME; AND PROVIDING AN EFFECTIVE DATE.

WHEREAS, There exists in the Community Redevelopment Agency (CRA) a need for additional, commissioned Law Enforcement presence differing in nature from other areas of the City and a need to deploy Law Enforcement and Crime Prevention techniques in targeted areas based on crime data; and

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

WHEREAS, The CRA has developed a comprehensive community safety initiative, known as "Clean and Safe", incorporating such elements as crime data and reporting, target Law Enforcement initiatives, civilian crime prevention services such as private security and local "Crime Prevention Ambassadors", and strategically placed surveillance equipment in conjunction with the Riviera Beach Police Department; and

WHEREAS, The City and CRA have developed a comprehensive Community Safety initiative known as "Clean and Safe", incorporating such elements as crime data and reporting, targeted Law Enforcement initiatives, civilian crime prevention services such as private security and local "Crime Prevention Ambassadors", and strategically placed Surveillance equipment in conjunction with the Riviera Beach Police Department; and

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

SECTION 1: The Mayor and City Clerk are authorized to execute an Interlocal Agreement with the CRA.

SECTION 2: The City will accept advanced payment from the CRA in the amount of \$250,000.00 for the purchase/deployment of surveillance cameras and accept \$82,540.00 for reimbursement of police overtime.

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

PASSED AND ADOPTED this 2ND day of JANUARY, 2013.

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RESOLUTION NO. 08-13

PAGE 3

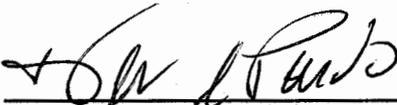
APPROVED:


THOMAS A. MASTERS
MAYOR


BILLIE E. BROOKS
CHAIRPERSON

ATTEST:


CARRIE E. WARD,
MASTER MUNICIPAL CLERK
CITY CLERK


DAWN S. PARDO
CHAIR PRO TEM


JUDY L. DAVIS
COUNCILPERSON


CEDRICK A. THOMAS
COUNCILPERSON


SHELBY L. LOWE
COUNCILPERSON

MOTIONED BY: D. PARDO

SECONDED BY: C. THOMAS

B. BROOKS AYE

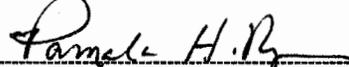
D. PARDO AYE

J. DAVIS AYE

C. THOMAS AYE

S. LOWE AYE

REVIEWED AS TO LEGAL SUFFICIENCY


PAMALA HANNA RYAN, CITY ATTORNEY

DATE: 12/31/12

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

THIS AGREEMENT is made this 2nd day of January, 2012, by and between the CITY OF RIVIERA BEACH, a Florida municipal corporation, hereinafter referred to as "CITY," and the RIVIERA BEACH COMMUNITY REDEVELOPMENT AGENCY, hereinafter referred to as the "RBCRA."

WITNESSETH:

WHEREAS, Part III, Chapter 163, Florida Statutes, The Community Redevelopment Act authorizes the expenditure of tax increment financing revenue to develop and implement community policing innovations; and

WHEREAS, there exists in the Community Redevelopment Area (CRA) a need for additional, commissioned law enforcement presence differing in nature from the other areas of the City from time to time and a need to deploy law enforcement and crime prevention techniques in targeted hot spots based on crime data; and

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

WHEREAS, the CITY will support and augment a program within the CRA to enhance the maintenance of physical improvements, safety and security in the CRA; and

WHEREAS, the RBCRA has developed a comprehensive community safety initiative, known as "Clean and Safe," incorporating such elements as crime data and reporting; targeted law enforcement initiatives; civilian crime prevention services such as private security and local "crime prevention ambassadors;" and strategically placed surveillance equipment in conjunction with the Riviera Beach Police Department; and

WHEREAS, the CITY and RBCRA acknowledge that elimination of "slum and blight" will enhance the perceptions of a safe city and the "Clean and Safe" program will focus on environmental improvement techniques such as involving law enforcement in the design of new project developments and targeting properties notorious for criminal activity and calls for service through acquisition of such properties or property-owner training; and

WHEREAS, the RBCRA finds that to support the expense of special details needed from time to time to enhance safety in particular areas for special events and noted patterns of crime on an as needed basis, within the CRA, is a public purpose.

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

1. Recitations. The recitations set forth above are hereby incorporated herein.
2. Term. This Agreement shall continue each year upon approval of an appropriation by the Commissioners of the RBCRA unless otherwise terminated as set forth herein. The Effective Date of this Agreement shall be that date on which the last party has executed this Agreement.
3. Funding and Payments. The RBCRA agrees to make payments on a quarterly basis, after presentment of a detailed invoice, the form of which will be agreed upon. The RBCRA obligation to provide funds in future years shall be subject to annual appropriations by the Board of Commissioners of the RBCRA, based on the following acknowledgements:

3.1 Administrative: The City's costs to administer and manage the program will be documented in the RBCRA/CITY Services Fee Methodology for the Police Department per a formula to be mutually agreed to and paid from the support provided from various departments of the CITY. See Exhibit 1.

3.2 RPBD-CRA Police Deployment/Detail Budget: The RBCRA will develop a "Detail Budget" available to law enforcement for targeted initiatives to thwart criminal activity. The Task Force discussed in Section 4.1 below will administer the use of the funds.

3.3 Equipment: The RBCRA Clean and Safe Budget contemplates the purchase and acquisition of various pieces of equipment necessary for the implementation and operation of the program. The RBCRA and the RCPD will determine the procurement method and storage for these items, as needed, and as determined by the Budget attached hereto and in each annual Budget.

The parties acknowledge that while it is the RBCRA's intention to continue this relationship to enhance safety and security in the future, the RBCRA shall be under no obligation to provide funds thereafter and such actions shall solely be discretionary with its Board on an annual basis. The RCPD shall provide the City of Riviera Beach Finance Department with sufficient information for the preparation of a quarterly invoice. The Finance Department will then prepare and forward an invoice to the RBCRA for payment.

4. Services.

4.1 The CITY and RBCRA agree to create a Task Force co-chaired by Chief Clarence Williams and Executive Director Tony Brown, and shall meet no less than quarterly. The purpose of the Task Force is to assess year-to-date crime data and other trends to agree on corrective actions and strategies. The Task Force will administer a CRA Law Enforcement Budget, as explained in Section 4.2 below, including the placement of surveillance cameras funded by the RBCRA. Each Party shall designate, from time to time, an individual to serve as

liaison for that Party. The City Liaison Officer shall not hold a rank below Major. The RBCRA's official liaison shall be the Director of Neighborhood Services.

4.2 The RBCRA hereby agrees to fund the cost of a Law Enforcement Services Budget needed from time to time to enhance safety in particular areas assigned by the Task Force, within the CRA. Funding will be used to reimburse the City for personnel and fringe benefit costs and other related costs agreed to by the Task Force.

4.3 The RBCRA agrees to provide up to two sub-stations for the City to locate law enforcement and RBCRA personnel at 2001 Broadway, Suite 250; and a second sub-station at the Ocean Mall. RBCRA agrees to provide furniture, fixtures and equipment for the sub-stations and will be responsible for all utilities and other operating expenses required to maintain the sub-stations. The terms of the lease space(s) shall be under a separate agreement per terms agreed to at the RBCRA's sole determination.

4.4 The RBCRA agrees to fund a crime prevention network made up of private security ("Ambassador Program"), and surveillance cameras and other equipment as budgeted from year-to-year and as documented in Exhibit 2. The network will be further delineated based on a mutually agreed plan of action.

4.5 Code Enforcement. The RBCRA agrees to fund a "Tax Lien Resolution" Fund (TLR) allowing the City or CRA to secure, demolish or acquire blighted or dilapidated properties with City secured tax liens. The TLR Fund will be administered by the CRA. The CRA and the City's Code Enforcement Department will identify no fewer than 5 properties to target each quarter. The CRA's Director of Neighborhood Services and the City's Code Enforcement Manager will present their plan each quarter to the CRA Public Safety Task Force and report results monthly. The City's costs to administer this program will be included in Section 3.1 above thus allowing the CRA to reimburse the costs for administration.

4.6 The CITY agrees to support the Ambassador Program by providing the following:

4.6.1 Equipping ambassadors with police radios at a cost to be allocated to the RBCRA.

4.6.2 Involving the Public Safety Officer in weekly Comstat meetings with the Police Department.

4.6.3 Respond to requests for assistance as requested by Ambassador personnel.

4.6.4 Make such detentions and arrests, and exercise all other powers, as shall be within the authority of law enforcement personnel of the City of Riviera Beach.

4.6.5 Summon such other County, State and Federal Law Enforcement, City and/or County EMS, Fire, and other personnel and services, as circumstances shall require.

4.6.6. Notify the Director of Neighborhood Services concerning security and law enforcement matters related to CRA property and persons thereon, and provide copies of reports of incidents occurring on CRA property to the designated representatives, in addition to satisfying any other requirements of the City.

4.6.7. Enforce parking and traffic regulations within the CRA.

4.6.8. Procure, install, and operate a network of surveillance cameras outlined in Exhibit 3, as funded by the RBCRA.

4.6.9. Other such actions in unanimous agreement by the Task Force co-chairs.

5. Reporting. Without altering the Police Department's Chain of Command structure, the Police Department will provide a report of their activity hereunder, as an attachment to invoices presented for payment. The Police Department will provide Part I and Part II crime reports on a monthly basis and to the extent possible provide prior year trend reports. Said report shall be in a format agreed upon per Exhibit 4, including, but not limited to:

5.1. Reports from any police detail operations, including target or focus, location, outcome, and forward strategy.

5.2. Part I and Part II Crime reports, including statistics, maps and analysis; these will include the companion statistics and comparison for the same time period in the previous two years.

5.3. Task Force meeting minutes to include at a minimum, strategies, targets and plan of action.

5.4. Reports on Special Projects, Initiatives, Grants or Outreach Activities occurring in the CRA.

6. Miscellaneous Provisions.

6.1. The Agreement may be terminated by either party with sixty (60) days prior written notice. In the event that the agreement is terminated for any reason whatsoever, the City shall be entitled to payment of any outstanding invoice for services requested by the RBCRA.

6.2. No employee of either party to this Agreement shall perform any function or service which is not within the employee's scope of duties as defined or determined by that employee's employer job description or department's mission. The Chief of Police will determine those areas that exceed federal, state, and local requirements defining and limiting a law enforcement officer's scope of responsibility.

6.3. All notices required in this Agreement shall be sent to the parties at the following addresses, by certified mail, facsimile, electronic delivery or hand delivery:

If to Riviera Beach Community Redevelopment Agency:

Tony Brown, Executive Director
Riviera Beach Community Redevelopment Agency
2001 Broadway, Suite 300
Riviera Beach, Florida 33404
561-844-3408

If to City of Riviera Beach:
Ruth Jones, City Manager
City of Riviera Beach
600 West Blue Heron Blvd.
Riviera Beach, FL 33404
561-840-4010

With a Copy to:

RBCRA Counsel:
J. Michael Haygood
J. Michael Haygood, P.A.
701 Northpoint Parkway Suite 209
West Palm Beach, FL 33407
561-684-8311
mhaygood@haygoodlaw.com

City Counsel:
Pamala Ryan, Esq.
City Attorney
City of Riviera Beach
600 West Blue Heron Blvd.
Riviera Beach, FL 33404
561-845-4069

6.4 Records. CITY and CRA shall keep records and accounts which shall be available at all reasonable times for examination and audit by CRA and shall be kept for a period of three (3) years after the completion of all work to be performed pursuant to this Agreement.

6.5 Sovereign Immunity. Nothing in this Agreement shall be deemed to affect the rights, privileges and immunities of the CITY or the RBCRA as set forth in Section 768.28, Florida Statutes.

6.6 Independent Contractor. The CITY is an independent contractor under this Agreement. Personal services provided by the CITY shall be by employees of the CITY and subject to supervision by the CITY, and not as officers, employees, or agents of the CRA. Personnel policies, tax responsibilities, social security, health insurance, employee benefits, purchasing policies and other similar administrative procedures applicable to services rendered under this Agreement shall be those of the CITY.

6.7 Assignments and Amendments.

6.7.1 This Agreement or any interest herein, shall not be assigned, transferred or otherwise encumbered, under any circumstances, by CRA or CITY, without the prior written consent of the other party.

6.7.2 It is further agreed that no modification, amendment or alteration in the terms or conditions contained herein shall be effective unless contained in a written document executed with the same formality and of equal dignity herewith.

6.8. Binding Authority. Each person signing this Agreement on behalf of either party individually warrants that he or she has full legal power to execute this Agreement on behalf of the party for whom he or she is signing, and to bind and obligate such party with respect to all provisions contained in this Agreement.

6.9 Severability. If any provision of this Agreement or the application thereof to any person or situation shall, to any extent, be held invalid or unenforceable, the remainder of this Agreement, and the application of such provisions to the persons or situations other than those as to which it shall have been held invalid or unenforceable, shall not be effected thereby, and shall continue in full force and effect, and be enforced to the fullest extent permitted by law.

6.10 Governing Law. This Agreement shall be governed by the laws of the State of Florida with venue lying in Palm Beach County.

6.11 Entire Agreement. This Agreement embodies the entire agreement between the parties. It may not be modified or terminated except as provided herein. It is further understood and agreed that this document incorporates and includes all prior negotiations, correspondence, conversations, agreements, or understandings applicable to the matters contained herein and the parties agree that there are no commitments, agreements, or understandings concerning the subject matter of this Agreement that are not contained in this document. Accordingly, it is agreed that no deviation from the terms hereof shall be predicated upon any prior representation or agreements, whether oral or written.

IN WITNESS WHEREOF, the Parties have caused this Agreement to be executed as of the day and year first written above.

[Signatures on following page]

CITY OF RIVIERA BEACH

BY: Thomas A. Masters
THOMAS A. MASTERS,
MAYOR

RIVIERA BEACH COMMUNITY
REDEVELOPMENT AGENCY

BY: Billie E. Brooks
COMM. BILLIE E. BROOKS,
CHAIRPERSON

ATTEST:

Carrie E. Ward
CARRIE E. WARD, MMC
CITY CLERK

REVIEWED AS TO LEGAL SUFFICIENCY

Pamela H. Ryan
PAMALA H. RYAN
CITY ATTORNEY

DATE: 12/27/12

REVIEWED AS TO LEGAL SUFFICIENCY

J. Michael Haygood
J. MICHAEL HAYGOOD
INTERIM GENERAL COUNSEL TO THE CRA

DATE: 12/12/2012

CRA Administrative Costs - Clean & Safe

**Riviera Beach Police Department
Cost Estimates**

EXHIBIT 1

	Rate (per hour)	Hours (hours per year)	Base Salary (hours x rate)	Holiday Pay (rate x 1.5 x 11 days)	Clothing (\$15 x 52 weeks)	FICA (Salary x .0765)	Life (flat rate)	Health/Dental (flat rate)	Retirement (35% of Salary)	Total Salary / Benefits
Major	34.2900	2,080	71,323.20	0.00	780.00	5,456.22	172.00	8,348.00	24,963.12	111,042.54

10% \$ 11,104.25

	Rate (per hour)	Hours (hours per year)	Base Salary (hours x rate)	Holiday Pay (rate x 1.5 x 11 days)	Clothing (\$15 x 52 weeks)	FICA (Salary x .0765)	Life (flat rate)	Health/Dental (flat rate)	Retirement (35% of Salary)	Total Salary / Benefits
Captain	33.2100	2,080	69,076.80	0.00	780.00	5,284.38	172.00	8,348.00	24,176.88	107,838.06

10% \$ 10,783.81

	Rate (per hour)	Hours (hours per year)	Base Salary (hours x rate)	Holiday Pay (rate x 1.5 x 11 days)	Clothing (\$10 x 52 weeks)	FICA (Salary x .0765)	Life (flat rate)	Health/Dental (flat rate)	Retirement (37.29% of Salary)	Total Salary / Benefits
Crime Analyst	20.7300	2,080	43,118.40	0.00	520.00	3,298.56	172.00	8,348.00	16,078.85	71,535.81

10% \$ 7,153.58

	Rate (per hour)	Hours (hours per year)	Base Salary (hours x rate)	Holiday Pay (rate x 1.5 x 11 days)	Clothing (\$15 x 52 weeks)	FICA (Salary x .0765)	Life (flat rate)	Health/Dental (flat rate)	Retirement (37.29% of Salary)	Total Salary / Benefits
Code Admin	32.7000	2,080	68,016.00	0.00	0.00	5,203.22	172.00	8,348.00	25,363.17	107,102.39

10% \$ 10,710.24

	Rate (per hour)	Hours (hours per year)	Base Salary (hours x rate)	Holiday Pay (rate x 1.5 x 11 days)	Clothing (\$15 x 52 weeks)	FICA (Salary x .0765)	Life (flat rate)	Health/Dental (flat rate)	Retirement (37.29% of Salary)	Total Salary / Benefits
Code Supv	23.5400	2,080	48,963.20	0.00	0.00	3,745.68	172.00	8,348.00	18,258.38	79,487.26

10% \$ 7,948.73

	Rate (per hour)	Hours (hours per year)	Base Salary (hours x rate)	Holiday Pay (rate x 1.5 x 11 days)	Clothing (\$15 x 52 weeks)	FICA (Salary x .0765)	Life (flat rate)	Health/Dental (flat rate)	Retirement (37.29% of Salary)	Total Salary / Benefits
Code Officer	19.0500	2,080	39,624.00	0.00	0.00	3,031.24	172.00	8,348.00	14,775.79	65,951.03

10% \$ 6,595.10

10% Total \$ 54,295.71



Florida's Dynamic
Waterfront Community

RIVIERA BEACH COMMUNITY REDEVELOPMENT AGENCY

2001 BROADWAY, SUITE 300
RIVIERA BEACH, FL 33404
PHONE: 561-844-3408
FAX: 561-881-8043
Website: www.rbcra.com

Clean and Safe - FY 2013 Adopted Budget

Clean and Safe Program

Law Enforcement Services

<i>Public Safety Officer</i>	67,460
<i>Police Detail</i>	82,540
Total - Law Enforcement Services	<u>150,000</u>

Clean and Safe Services

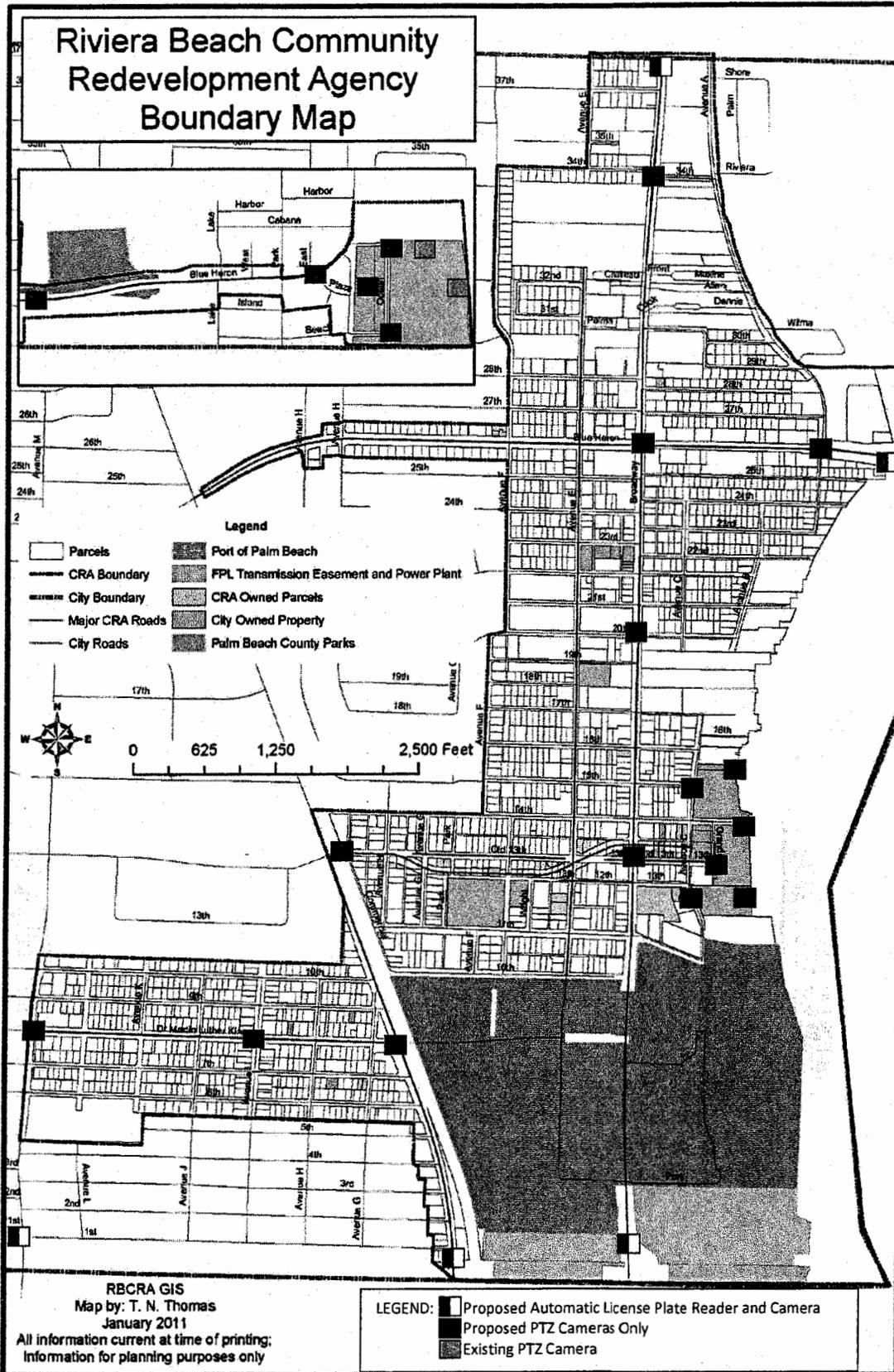
<i>Training</i>	3,500
<i>Marketing & Publications</i>	20,000
<i>Ambassador program</i>	65,000
Total - Clean and Safe Services	<u>88,500</u>

Equipment and Transportation

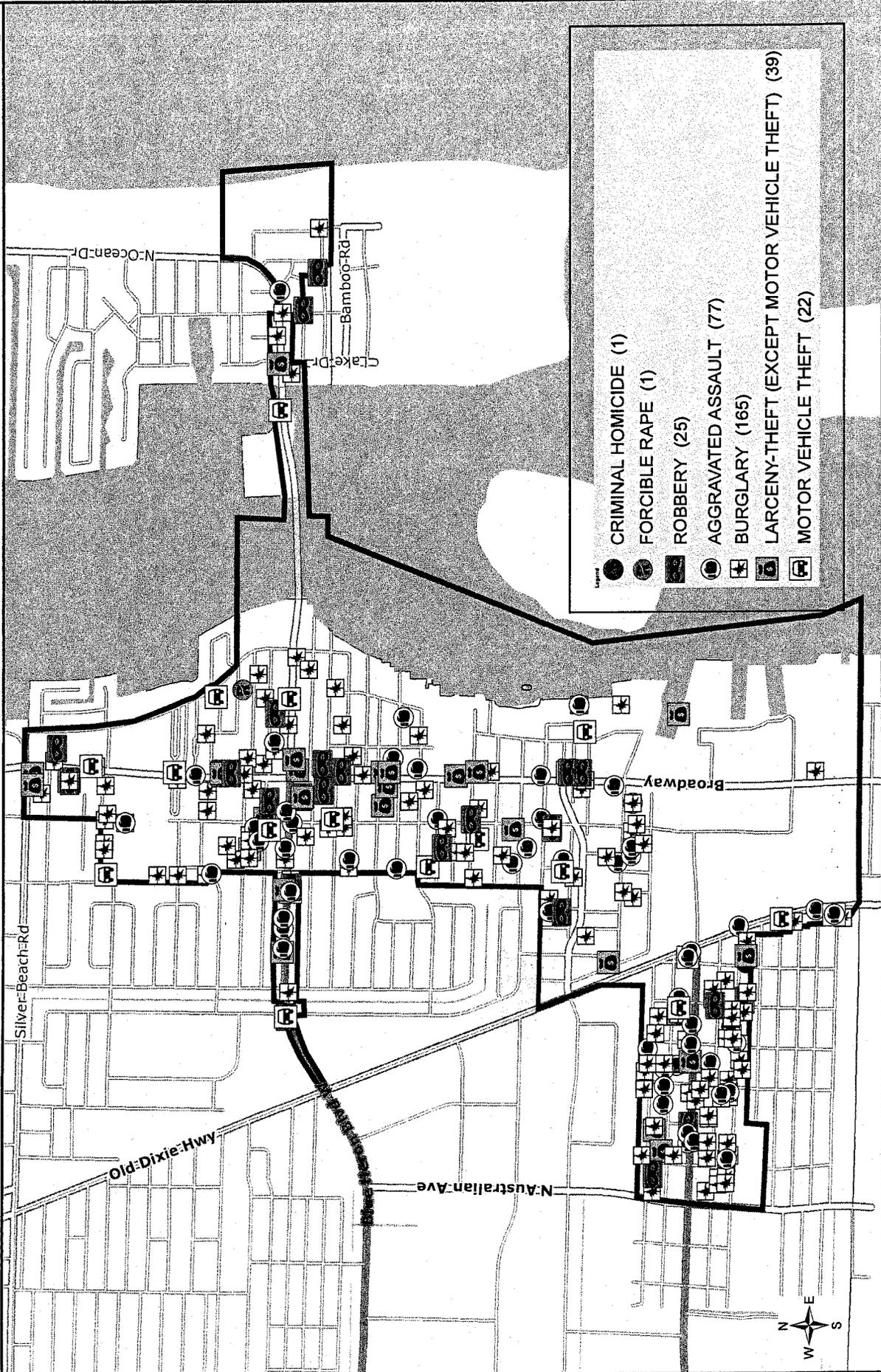
<i>Motor Vehicle & Bikes</i>	30,000
<i>Insurance, Gas and Maintenance</i>	2,000
<i>Miscellaneous</i>	20,000
Total - Equipment and Transportation	<u>52,000</u>

Sub Total	<u>\$ 290,500</u>
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Surveillance Cameras	<u>\$ 250,000</u>
Total - Clean and Safe Program	<u>\$ 540,500</u>



Riviera Beach Police Dept. CRA: 2011 Part 1 Crime Map



*Note: Map data can change due to updates/modifications within Records Management System. (RMS)



Riviera Beach Police Department

EXCEPTION REPORT

CRA: Part 1 Crime Comparisons



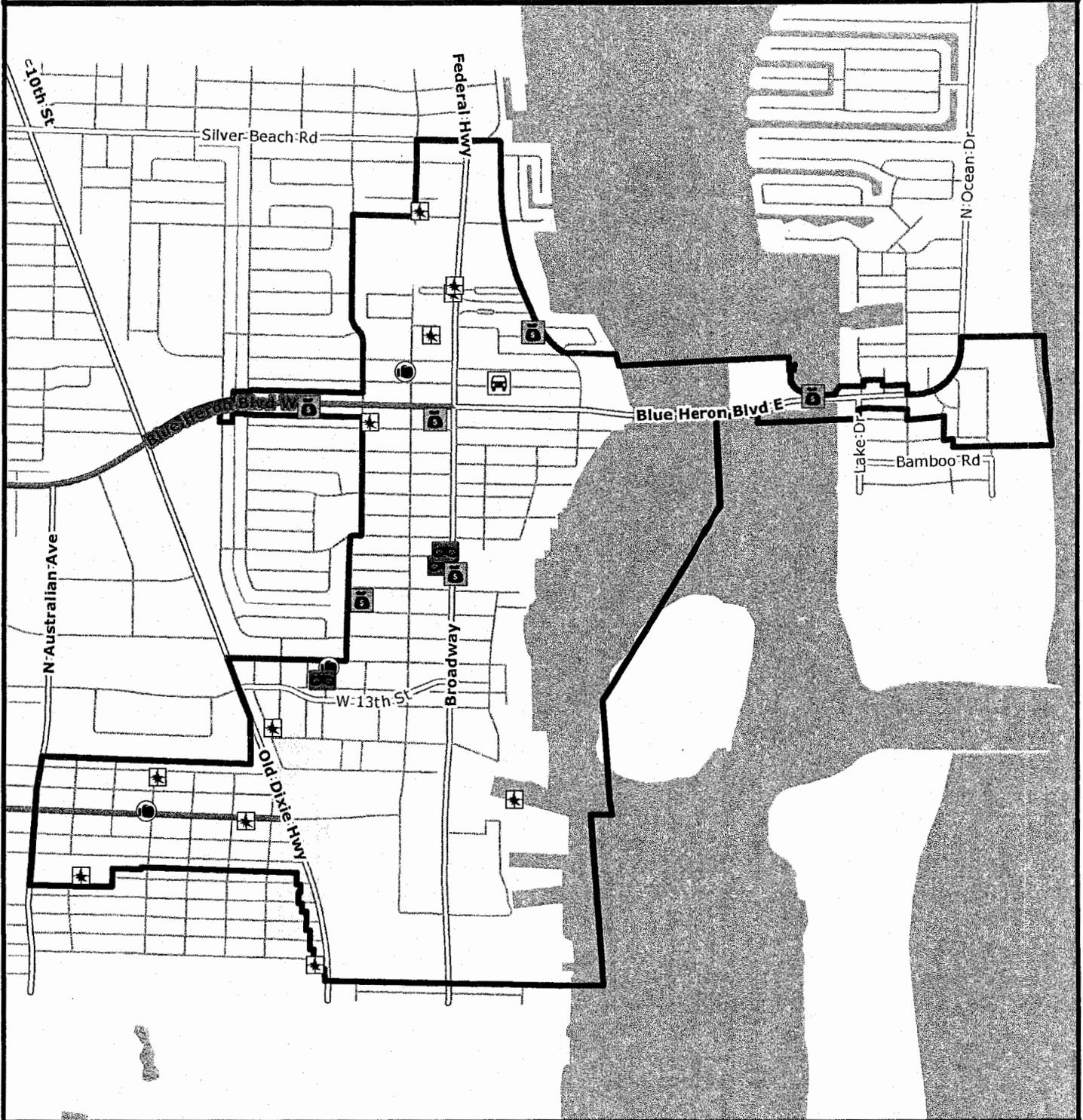
Police District	Sep-2011	Sep-2012	Difference	Percent
AGGRAVATED ASSAULT				
CRA	7	4	-3	-42.86%
Totals	7	4	-3	-42.86%
BURGLARY				
CRA	15	11	-4	-26.67%
Totals	15	11	-4	-26.67%
CRIMINAL HOMICIDE				
CRA	0	0	0	
Totals	0	0	0	
FORCIBLE RAPE				
CRA	0	0	0	
Totals	0	0	0	
LARCENY-THEFT EXCEPT MOTOR VEHICLE THEFT				
CRA	37	40	3	8.11%
Totals	37	40	3	8.11%
MOTOR VEHICLE THEFT				
CRA	2	1	-1	-50.00%
Totals	2	1	-1	-50.00%
ROBBERY				
CRA	2	3	1	50.00%
Totals	2	3	1	50.00%
Report Totals				
CRA	63	59	-4	-6.35%
Totals	63	59	-4	-6.35%

RIVIERA BEACH POLICE DEPT.

Part 1 Crime Map (Sep-2012)

CRA

Community Redevelopment Agency



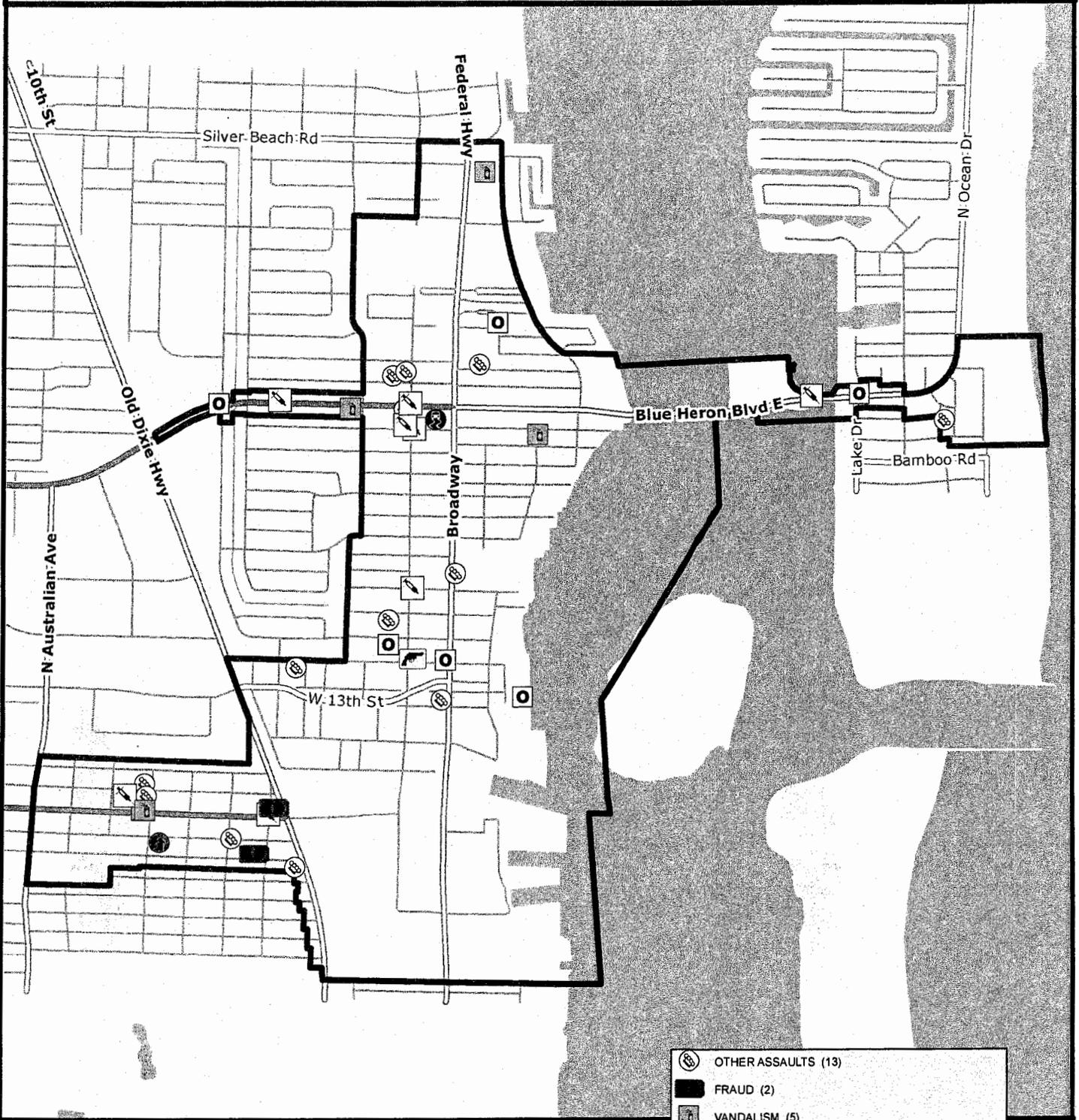
	ROBBERY (3)
	AGGRAVATED ASSAULT (4)
	BURGLARY (11)
	LARCENY-THEFT (EXCEPT MOTOR VEHICLE THEFT) (8)
	MOTOR VEHICLE THEFT (1)

*Note: Map data can change due to updates/modifications within the CAD/RMS systems.

RIVIERA BEACH POLICE DEPT.

Part 2 Crime Map (Sep-2012)

CRA
Community Redevelopment Agency



-  OTHER ASSAULTS (13)
-  FRAUD (2)
-  VANDALISM (5)
-  WEAPONS; CARRYING, POSSESSING, ETC. (1)
-  DRUG ABUSE VIOLATIONS (9)
-  OFFENSES AGAINST THE FAMILY AND CHILDREN (1)
-  DRIVING UNDER THE INFLUENCE (1)
-  ALL OTHER OFFENSES (6)



*Note: Map data can change due to updates/modifications within the CAD/RMS systems.

CRA Current Year: 2012

Part I Offenses											
Murder											2
Forcible Sex Offenses											2
Robbery											32
Aggravated Assault											53
<hr/>											
Burglary											95
Larceny											380
Motor Vehicle Theft											25
<hr/>											
Total											569
% Change											-22.6%

Part II Offenses											
Manslaughter											0
Simple Assault											84
Arson											1
Drug/Narcotics Offenses											181
Prostitution											0
Non-Forcible Sex Offenses											6
DUI											5
Vandalism											104
Weapons Violations											23
Liquor Law Violations											72
<hr/>											
Total											476
% Change											-20.9%

CRA Previous Year: 2011

Part I Offenses	Total	Jan	Feb	Mar	Apr	May	Jun	Jul	Aug	Sep	Oct	Nov	Dec
Murder	1												
Forcible Sex Offenses	1												
Robbery	29												
Aggravated Assault	90												
Burglary	170												
Larceny	446												
Motor Vehicle Theft	24												
Total	761												

Part II Offenses	YTD	Jan	Feb	Mar	Apr	May	Jun	Jul	Aug	Sep	Oct	Nov	Dec
Manslaughter	0												
Simple Assault	109												
Arson	0												
Drug/Narcotics Offenses	260												
Prostitution	10												
Non-Forcible Sex Offenses	7												
DUI	9												
Vandalism	145												
Weapons Violations	28												
Liquor Law Violations	34												
Total	602												

RESOLUTION NO. 2012-48

A RESOLUTION OF THE BOARD OF COMMISSIONERS OF THE RIVIERA BEACH COMMUNITY REDEVELOPMENT AGENCY (THE AGENCY) APPROVING THE INTERLOCAL AGREEMENT BETWEEN THE AGENCY AND THE CITY OF RIVIERA BEACH (CITY) FOR THE FUNDING OF PUBLIC SAFETY SERVICES; DIRECTING AND AUTHORIZING THE CHAIRMAN AND EXECUTIVE DIRECTOR TO TAKE SUCH ACTIONS AS SHALL BE NECESSARY AND CONSISTENT TO CARRY OUT THE INTENT AND DESIRE OF THE AGENCY; PROVIDING AN EFFECTIVE DATE.

* * * * *

WHEREAS, Past III, Chapter 163, Florida Statutes, The Community Redevelopment Act authorizes the expenditure of tax increment financing revenue to develop and implement community policing innovations; and

WHEREAS, there exists in the Community Redevelopment Area (CRA) a need for additional, commissioned law enforcement presence differing in nature from the other areas of the City from time to time and a need to deploy law enforcement and crime prevention techniques in targeted hot spots based on crime data; and

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

WHEREAS, the CITY will support and augment a program within the CRA to enhance the maintenance of physical improvements, safety and security in the CRA; and

WHEREAS the RBCRA has developed a comprehensive community safety initiative, known as "Clean & Safe," incorporating such elements as crime data and reporting; target law enforcement initiatives; civilian crime prevention services such as private security and local "crime prevention ambassadors;" and strategically placed surveillance equipment in conjunction with the Riviera Beach Police department; and

WHEREAS, the CITY and RBCRA acknowledge that elimination of "slum & blight" will enhance the perceptions of a safe city and the "Clean & Safe" program will focus on environmental improvement techniques such as involving law enforcement in the design of new project developments and targeting properties notorious for criminal activity and calls for service through acquisition of such properties or property-owner training; and

WHEREAS, the RBCRA finds that to support the expense of special details needed from time to time to enhance safety in particular areas for special events and noted patterns of crime on an as needed basis, within the CRA is a public purpose.

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

SECTION 1. The Agency hereby approves the Interlocal Agreement between the City of Riviera Beach and the Riviera Beach Community Redevelopment Agency attached hereto as Exhibit "A".

SECTION 2. The Chair and the Executive Director of the Agency, on behalf of the Agency, are each hereby authorized to take such steps as shall be necessary and proper to carry out the purposes hereof.

SECTION 3. This resolution shall be effective immediately upon its adoption.

PASSED AND ADOPTED this 12TH day of December, 2012.

RIVIERA BEACH COMMUNITY
REDEVELOPMENT AGENCY

By: Billie E. Brooks
Name: BILLIE E. BROOKS
Title: Chairperson

ATTEST:

Tony T. R.
Executive Director

Approved as to form and legal sufficiency
J. Michael Haygood

MOTION BY: Dawn Pardo

SECONDED BY: Cedrick Thomas

J. Michael Haygood
Date 12/9/2012
J. Michael Haygood, PA
General Counsel to CRA

B. BROOKS AYE
D. PARDO AYE
C. THOMAS AYE
S. LOWE AYE
J. DAVIS AYE

RESOLUTION NO. 9-13

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF RIVIERA BEACH, PALM BEACH COUNTY, FLORIDA, APPROPRIATING FUNDS FROM LOCAL BUSINESSES CONTRIBUTIONS AND THE WASTE MANAGEMENT BENEFIT FUNDS FOR THE BOBBIE E. BROOKS MEMORIAL SCHOLARSHIP FUND; AND PROVIDING AN EFFECTIVE DATE.

WHEREAS, The candidates have been chosen to receive scholarship funds and payments need to be made to scholarship recipients; and

WHEREAS, funds were received and deposited from various Businesses for the Bobbie Brooks Memorial Scholarship Fund; and

WHEREAS, funds were received from the following businesses:

Total Pledged Brooks Com Benefits WM	\$3500.00
Coventry	\$2000.00
Dozier Electric	\$ 50.00
Bradley Harper	\$ 100.00
McKinley Financial	\$1500.00
Glen Torcivia	\$ 200.00
Brian Joslyn	\$ 250.00

WHEREAS, those funds are available in the Bobbie Brooks Memorial Scholarship Fund and need to be appropriated at this time.

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

SECTION 1. That the City Council accepts donations totaling \$7600.00 for the Bobbie E Brooks Scholarship Fund

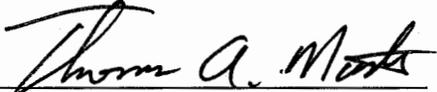
SECTION 2. The Director of Finance and Administrative Services is authorized to appropriate funds in the Donations Fund in the amount of \$7600.00 which represents funds received from various local businesses for this Fund.

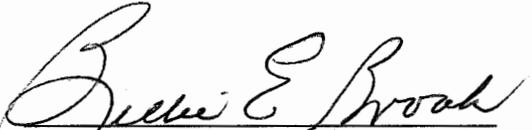
SECTION 3. The Mayor and Director of Finance and Administrative Services are authorized to expend funds for same.

SECTION 4. This Resolution shall take effect upon its passage and approval by the City Council.

PASSED AND APPROVED THIS 6 DAY OF February, 2013.

APPROVED:


THOMAS A. MASTERS
MAYOR

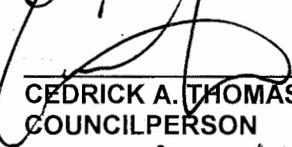

BILLIE E. BROOKS
CHAIRPERSON

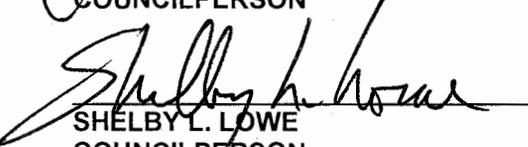
ATTEST:


CARRIE E. WARD,
MASTER MUNICIPAL CLERK
CITY CLERK


DAWN S. PARDO
CHAIR PRO TEM


JUDY L. DAVIS
COUNCILPERSON


CEDRICK A. THOMAS
COUNCILPERSON


SHELBY L. LOWE
COUNCILPERSON

MOTIONED BY: S. LOWE

SECONDED BY: D. PARDO

B. BROOKS AYE

J. DAVIS TARDY

C. THOMAS TARDY

D. PARDO AYE

S. LOWE AYE

REVIEWED AS TO LEGAL SUFFICIENCY

PAMALA HANNA RYAN, CITY ATTORNEY

DATE: _____

RESOLUTION NO. 10-13

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF RIVIERA BEACH, PALM BEACH COUNTY, FLORIDA, AUTHORIZING THE FINANCE DIRECTOR TO TRANSFER \$29,669 FROM GENERAL FUND CONTINGENCY ACCOUNT TO THE CITY CLERK'S ELECTION ACCOUNTS TO COVER THE COST FOR A RUN-OFF ELECTION SCHEDULED MARCH 26, 2013; AND PROVIDING AN EFFECTIVE DATE.

WHEREAS, the City's Municipal Elections are held in accordance with the City Charter, City Code of Ordinances and F.S. 106, and;

WHEREAS, the City Council authorized approval for expenses for the Municipal Election scheduled March 12, 2013, however no cost was included to cover incurred expenses for a Run-Off Election and the Audit, following the Municipal Election

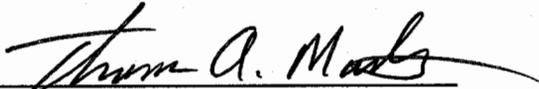
NOW THEREFORE, BE IT RESOLVED BY THE CITY COUNCIL OF THE CITY OF RIVIERA BEACH, PALM BEACH COUNTY, FLORIDA, as follows:

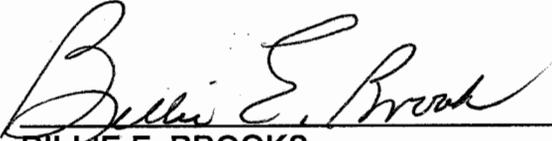
SECTION 1. That the Finance Director is hereby authorized to transfer \$29,669.00 from General Fund Contingency to the City Clerk's Elections Account Line Item No. 001-0410-5190-3404 in the amount of \$2,695; and Account Line Item No. 001-0410-519-0-3101 in the amount of \$26,974 to cover invoices received from the Palm Beach County Supervisor of Elections Office; Suddath Relocation Systems, and Printing Systems, Inc. for services rendered during the Municipal Run-off Election, and the Audit Elections for March, 2013.

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

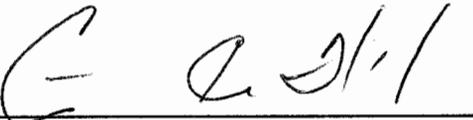
PASSED AND ADOPTED this 6 day of February, 2013.

APPROVED:


THOMAS A. MASTERS
MAYOR


BILLIE E. BROOKS
CHAIRPERSON

ATTEST:


CARRIE E. WARD
MASTER MUNICIPAL CLERK
CITY CLERK


DAWN S. PARDO
CHAIR PRO-TEM


CEDRICK A. THOMAS
COUNCILPERSON


JUDY L. DAVIS
COUNCILPERSON


SHELBY L. LOWE
COUNCILPERSON

MOTIONED BY: S. LOWE

SECONDED BY: D. PARDO

B. BROOKS: AYE

J. DAVIS: TARDY

C. THOMAS: TARDY

D. PARDO: AYE

S. LOWE: AYE

REVIEWED AS TO LEGAL SUFFICIENCY

PAMALA HANNA RYAN, CITY ATTORNEY
DATE: _____

RESOLUTION NO. 11-13

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF RIVIERA BEACH, PALM BEACH COUNTY, FLORIDA ACCEPTING THE FIRST AMENDMENT TO INTERLOCAL AGREEMENT BETWEEN THE BOARD OF COUNTY COMMISSIONERS, PALM BEACH COUNTY, FLORIDA AND THE CITY OF RIVIERA BEACH, FLORIDA; ACCEPTING AN INCREASE OF \$50,000 FOR A TOTAL NOT TO EXCEED AMOUNT OF \$90,000; AUTHORIZING THE MAYOR AND CITY CLERK TO EXECUTE ALL AMENDMENTS TO THE AGREEMENT AND AUTHORIZING THE FINANCE DIRECTOR TO AMEND THE BUDGET; AND PROVIDING FOR AN EFFECTIVE DATE.

WHEREAS, the Civil Drug Court was created through an Administrative Order by the Chief Judge in 1991 and has assisted the recovery efforts of clients with substance abuse issues by ordering them into treatment programs through the Marchman Act (FSS. Chapter 397); and

WHEREAS, the City of Riviera Beach has an investment in the Civil Drug Court; and

WHEREAS, the County's Criminal Justice Commission (CJC) wishes to provide continued support to the Civil Drug Court to provide services to citizens who are affected by substance abuse addiction; and

WHEREAS, the County, through the Criminal Justice Commission is providing additional funding up to \$50,000 for a total not to exceed amount of \$90,000 to support treatment of clients through licensed substance abuse treatment providers and facilities; and

WHEREAS, the City will provide services and incur expenditures as set forth in Exhibit A and B; and

WHEREAS, the term of the Interlocal Agreement is from October 1, 2012 through September 30, 2013.

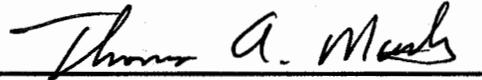
NOW THEREFORE BE IT RESOLVED BY THE CITY COUNCIL OF THE CITY OF RIVIERA BEACH, PALM BEACH COUNTY, FLORIDA, AS FOLLOWS:

SECTION 1: That the City of Riviera Beach City Council authorizes the Mayor and City Clerk to execute the first amendment to the Interlocal agreement with the County to increase an amount of up to \$50,000 for a not to exceed amount of \$90,000 to support the payment of referred clients to licensed substance abuse treatment providers and facilities.

SECTION 2: That the Finance Director is authorized to amend and increase budget account 148-1618-569-1-3101 by \$50,000.

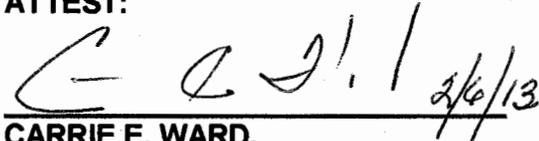
SECTION 3: That this resolution shall take effect upon its approval and passage by the City Council.

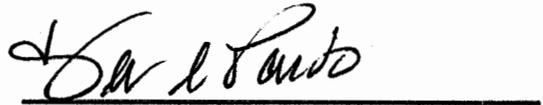
APPROVED:

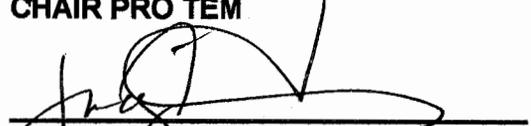

THOMAS A. MASTERS
MAYOR


BILLIE E. BROOKS
CHAIRPERSON

ATTEST:


CARRIE E. WARD,
MASTER MUNICIPAL CLERK
CITY CLERK


DAWN S. PARDO
CHAIR PRO TEM


JUDY L. DAVIS
COUNCILPERSON


CEDRICK A. THOMAS
COUNCILPERSON


SHELBY L. LOWE
COUNCILPERSON

R.2013 03 92

**FIRST AMENDMENT TO INTERLOCAL AGREEMENT
(R-2012-1758) BETWEEN THE BOARD OF COUNTY
COMMISSIONERS, PALM BEACH COUNTY, FLORIDA, AND
THE CITY OF RIVIERA BEACH, FLORIDA**

THIS AGREEMENT ("FIRST AMENDMENT") dated APR 02 2013, made 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 "CITY"), each one constituting a public agency as defined in Part I of Chapter 163, Florida Statutes, amends the parties previously executed Interlocal Agreement (R-2012-1758)("ILA").

WITNESSETH:

WHEREAS, the COUNTY'S Criminal Justice Commission (CJC), through the Crime Prevention Fund, wishes to provide continued support to the Civil Drug Court to provide services to citizens in Palm Beach County who are affected by substance abuse and addiction; and

WHEREAS, the COUNTY, agreed to reimburse the CITY for expenses up to the amount of \$40,000 from October 1, 2012 through September 30, 2013 for the Civil Drug Court in Interlocal Agreement R-2012-1758; and

WHEREAS, the Civil Drug Court is ongoing and there is a need for additional funding to provide substance abuse treatment in the County; and

WHEREAS, the CJC is recommending an additional \$50,000 of the Crime Prevention Fund be allocated to the Civil Drug Court, to increase the total funding in an amount not to exceed \$90,000; and

WHEREAS, the CITY will provide services to the Civil Drug Court clients according to the rates set forth in Exhibits A and B attached hereto.

NOW, THEREFORE, in consideration of the mutual representations, terms, and covenants hereinafter set forth, the COUNTY and the CITY agree to amend the ILA as follows:

1. The amount of the ILA is amended to provide an increase of up to \$50,000 for a total not dollar amount to exceed \$90,000;
2. The Scope of Work and the Budget as set forth in Exhibit A and B are amended to provide the increased dollar amount and the increase in the provision of Civil Drug Court services and substance abuse treatment;
3. All other provisions of said ILA are hereby confirmed, and except as provided herein are not otherwise altered or amended and remain in full force and effect.

IN WITNESS WHEREOF, the Board of County Commissioners of Palm Beach County, Florida has made and executed this First Amendment to Interlocal Agreement (R-2012-1758) on behalf of the COUNTY and the CITY has hereunto set its hand the day and year above written.

R2013.0392 APR 02 2013

ATTEST:
Sharon R. Bock, Clerk & Comptroller

PALM BEACH COUNTY, FLORIDA BY ITS
BOARD OF COUNTY COMMISSIONERS

By: *Sharon R. Bock*
Deputy Clerk

By: *Steven L. Abrams*
Steven L. Abrams, Chairman

DATE: _____
(Seal)

ATTEST:
Carrie E. Ward

CITY OF RIVIERA BEACH,
FLORIDA

By: *Carrie E. Ward*
City Clerk

By: *Thomas Masters*
Thomas Masters, Mayor

DATE: 2/6/2013
(Seal)

APPROVED AS TO FORM
AND LEGAL SUFFICIENCY
By: *Pamela H. Ryan*
Pamala H. Ryan, City Attorney

APPROVED AS TO FORM
AND LEGAL SUFFICIENCY

APPROVED AS TO TERMS
AND CONDITIONS

By: *Pamela E. Eddy*
Assistant County Attorney

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

**CITY OF RIVIERA BEACH CIVIL DRUG COURT
SCOPE OF WORK**

CIVIL DRUG COURT

In 1991, Circuit Court Judge Edward Rodgers instituted a Saturday Drug Court in Riviera Beach, Florida. It was designed to reach those people in need of the court ordered substance abuse services, but were unable to recognize their need for treatment or unable to obtain the treatment services needed to begin the recovery process.

A person may be ordered to treatment at the appropriate treatment resources facility by the Circuit Court. An Involuntary Assessment Findings petition may be filed by the respondent's spouse or guardian, any relative, or any three adults having personal knowledge of the respondent's substance abuse impairment. If the respondent is a minor, the petition may be filed by a parent, legal guardian, or legal custodian.

The Civil Drug Court staff accepts petitions Monday through Friday.

Staff is responsible for:

- Scheduling of Judges for Marchman Act commitment hearings
- Attending status check hearings
- Summoning respondents and petitioners for court appearances
- Arrange transport for clients attending treating facilities
- Collection of data
- Random drug testing to ensure compliance

The petition should allege that the person:

1. Is a habitual abuser of a controlled substance not pursuant to a lawful prescription.
2. Has lost the power of self control with respect to the use of such controlled substance.
3. Has threatened, attempted, or actually inflicted physical harm on himself or another.
4. The reason the petitioner believes that the respondent's refusal to voluntarily receive care is based on judgment so impaired by reason of substances abuse that the respondent is incapable of appreciating his need for care and making a rational decision regarding his or her need for care.
5. If the respondent has refused to submit to an assessment, such refusal must be alleged in the petition.

CASE MANAGER

The Case Manager is responsible for marketing services that are provided by the City of Riviera Beach Civil Drug Court to Youth Empowerment Centers and Justice Service Centers. The case manager will be required to access and assist individuals and their families who are impaired by substance abuse. Scheduling individual and family counseling services, treatment referrals, linking participants to outside resources, monitor clients' progress, tracking clients who have exited the program, documenting case notes, entering data and preparing monthly reports.

Responsibilities:

- Secure and maintain appropriate 'Release of Confidential Information' form for each applicant;
- Provide case management to clients assigned. Case management will involve screening, intake, assessment, service plan development, monitoring, linkage to appropriate community resources, follow up, appropriate discharge, tracking, etc;
- Prepare and submit reports to supervisor on a timely basis;
- Enter participants information into the database in a timely manner and update as needed;
- Network with other agencies to stay informed about services and resources available;
- Empower the applicant to take responsibility for their own recovery;
- Develop promotional strategies to inform the community about the program, including community presentations, print material, and related activities;
- Respect confidentiality at all times. Applicant information is never to be discussed in any non-professional context or with providers for whom the applicant/guardian has not signed a release of confidential information;
- Perform other assigned duties in a timely and efficient manner.

Substance Abuse Treatment Services

The Civil Drug Court is responsible for referring clients for substance treatment, providing payment for treatment and then submitting the invoice for reimbursement. The invoice will include information on the treatment provider level of service in sufficient detail to meet the requirements of the COUNTY. Providers must meet the certification and licensing requirements of the State of Florida. The CITY will establish fees for each service and provide a copy of the fees to the COUNTY.

Outcome Measures

1. Outcome 1: Effectively manage Civil Drug Court
2. Outcome 2: Reduce the rate of violations associated with CDC
3. Outcome 3: Increase the rate of successful completion associated with CDC

Measure for 1,2,3: > 60% Successful completion

4. Outcome 4: Reduce recidivism rates among CDC case clients (long term as most recidivism rates are calculated by tracking a cohort over a three year period)

Measure: <10% arrested the first 90 days after treatment

5. Outcome 5: Reduce relapse rates among CDC case clients

Measure: <15% substance abuse relapse first 90 days after treatment

2012-2013
CITY OF RIVIERA BEACH
CIVIL DRUG COURT

Beginning Budget (amended)	\$90,000
Certified Assessor	\$ 3,000
Case Manager (1552 hrs x \$15.515 per hr)	\$24,079
FICA	\$ 1,842
Treatment Detox Residential Outpatient	\$58,579
Operational/Supplies	\$2,500
Total Budget Allocated:	\$90,000

RESOLUTION NO 12-13

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF RIVIERA BEACH, PALM BEACH COUNTY, FLORIDA, AUTHORIZING THE MAYOR AND CITY CLERK TO EXECUTE AMENDMENT 003 TO THE DEVELOPMENT REGIONS GRANT AGREEMENT R2007-1024 BETWEEN PALM BEACH COUNTY AND THE CITY OF RIVIERA BEACH FOR EXTENDING THE TERM OF THE AGREEMENT FROM FEBRUARY 19, 2013 TO AUGUST 29, 2014; AND PROVIDING FOR AN EFFECTIVE DATE.

WHEREAS, on June 19, 2007, Palm Beach County and the City of Riviera Beach entered into a Grant Agreement for three (3) business projects: Earl L. Pleasant Custom Ceramic File, Fannie Mae Tots, Inc. and E-Z Weld, Inc; and

WHEREAS, Fannie Mae Tots, Inc and E-Z Welding, Inc have completed their projects to purchase equipment; and

WHEREAS, on February 1, 2009 the City of Riviera Beach was granted a twelve (12) month extension from February 19, 2011 to February 19, 2012 for Earl L. Pleasant to complete its project; and

WHEREAS, on August 17, 2010 the City of Riviera Beach was granted a second twelve (12) month extension from February 19, 2012 to February 19, 2013 for Earl L. Pleasant to complete its project; and

WHEREAS, Palm Beach County and City of Riviera Beach desire to amend the Agreement with a completion date ending August 29, 2014 to allow time for Earl L. Pleasant Custom Ceramic to create the required three (3) full-time employee jobs and maintain them for a period of 24 months.

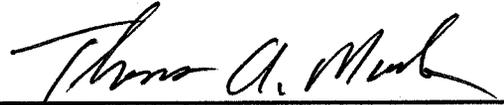
NOW THEREFORE, BE IT RESOLVED BY THE CITY COUNCIL OF THE CITY OF RIVIERA BEACH, PALM BEACH COUNTY, FLORIDA AS FOLLOWS:

SECTION 1. The Mayor and City Clerk are authorized to execute the Amendment 003 to the Agreement between Palm Beach County and the City of Riviera Beach for the aforementioned project.

SECTION 2. This resolution shall take effect immediately upon its passage.

PASSED and APPROVED on 6 day of February, 2013

APPROVED:



THOMAS A. MASTERS
MAYOR

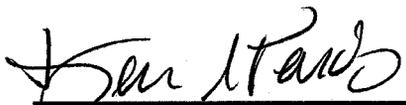


BILLIE E. BROOKS
CHAIRPERSON

ATTEST:



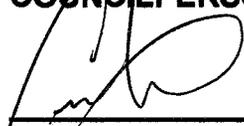
CARRIE E. WARD,
MASTER MUNICIPAL CLERK
CITY CLERK



DAWN S. PARDO
CHAIR PRO TEM



JUDY L. DAVIS
COUNCILPERSON



CEDRICK A. THOMAS
COUNCILPERSON



SHELBY L. LOWE
COUNCILPERSON

MOTIONED BY: S. LOWE

SECONDED BY: D. PARDO

B. BROOKS AYE

J. DAVIS TARDY

C. THOMAS _____

D. PARDO AYE

S. LOWE AYE

REVIEWED AS TO LEGAL SUFFICIENCY

PAMALA HANNA RYAN, CITY ATTORNEY

DATE: _____

RESOLUTION NO 13-13

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF RIVIERA BEACH, PALM BEACH COUNTY, FLORIDA, AUTHORIZING THE MAYOR AND CITY CLERK TO EXECUTE DOCUMENTS RELATED TO THE SALE OF SIX (6) CITY OWNED PARCELS LOCATED ON SR 710 TO THE FLORIDA DEPARTMENT OF TRANSPORTATION (FDOT) AND TO EXECUTE DOCUMENTS FOR THE SALE OF A TEMPORARY CONSTRUCTION EASEMENT (TCE) TO FDOT IN THE AMOUNT OF \$366,400; PROVIDING FOR THE RELEASE OF ALL CITY LIENS, FINES, AND ADMINISTRATIVE FEES ASSOCIATED WITH THESE PARCELS; DIRECTING THE FINANCE DIRECTOR TO PLACE \$366,400 IN THE GENERAL FUND; AND PROVIDING FOR AN EFFECTIVE DATE.

WHEREAS, the State of Florida Department of Transportation (FDOT) plans to continue widening State Road No. 710 (Dr. Martin Luther King, Jr. Boulevard from Australian Avenue to Old Dixie Highway); and

WHEREAS, the State of Florida Department of Transportation has made application to the City to execute and deliver to the State of Florida Department of Transportation agreements to purchase six (6) vacant parcels and a Temporary Construction Easement (TCE) owned by the City in the amount of \$366,400 as shown on Exhibit A; and

WHEREAS, after the City's due diligence, including having appraisals complete at FDOT's expense, staff recommends that the City sell six (6) parcels and one (1) TCE to FDOT in the total amount of \$366,400; and

WHEREAS, staff believes it is in the best interest of the City to sell the properties to FDOT.

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 sale of the six (6) parcels and a TCE on one (1) parcel all owned by the City identified on attached Exhibit A totaling \$366,400, is hereby authorized and the Mayor and City Clerk are authorized to execute all documents related to the sale.

SECTION 2. The City Council hereby authorizes the release of all City Liens,

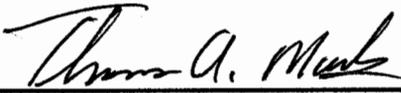
Fees, and Administrative Fees on the six (6) parcels owned by the City as shown on attached Exhibit A.

SECTION 3. That the proceeds will be placed in the City's general fund.

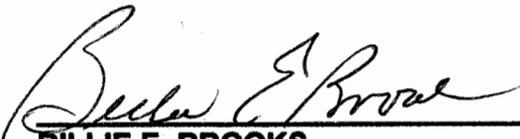
SECTION 4. That this resolution shall take effect upon its passage.

PASSED and APPROVED on 6 day of February, 2013.

APPROVED:



THOMAS A. MASTERS
MAYOR

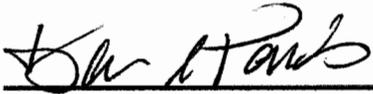


BILLIE E. BROOKS
CHAIRPERSON

ATTEST:



CARRIE E. WARD
MASTER MUNICIPAL CLERK
CITY CLERK



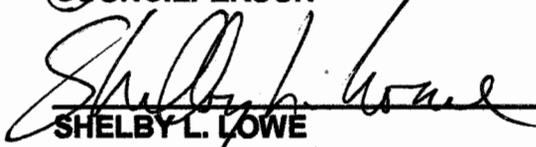
DAWN S. PARDO
CHAIR PRO TEM



CEDRICK A. THOMAS
COUNCILPERSON



JUDY L. DAVIS
COUNCILPERSON



SHELBY L. LOWE
COUNCILPERSON

MOTIONED BY: S. LOWE

SECONDED BY: D. PARDO

B. BROOKS AYE

D. PARDO AYE

C. THOMAS TARDY

J. DAVIS TARDY

S. LOWE AYE

REVIEWED AS TO LEGAL SUFFICIENCY

PAMALA HANNA RYAN, CITY ATTORNEY

DATE: _____

RESOLUTION NO. 14-13

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF RIVIERA BEACH, PALM BEACH COUNTY, FLORIDA, AUTHORIZING THE FINANCE DIRECTOR TO APPROPRIATE POLICE TRAINING FUND-FUND BALANCE IN THE AMOUNT OF \$31,440; AND PROVIDING AN EFFECTIVE DATE.

WHEREAS, pursuant to Florida Statute 318.18 (11d), the Palm Beach County Clerk of Courts collects \$2.00 court costs for certain Florida Uniform Traffic Citations written in Riviera Beach; and

WHEREAS, the Palm Beach County Clerk of Courts forwards the collected funds to the City each month; and

WHEREAS, the funds shall only be used for expenses associated with the training of police officers.

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

SECTION 1: The Finance Director is authorized to appropriate Police Training Fund-Fund Balance in the amount of \$31,440.00.

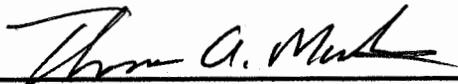
SECTION 2: The Finance Director is authorized to set up the budget as follows:

105-0822-521-0-4001	\$21,000.00
105-0822-521-0-5403	\$10,440.00

SECTION 3: This Resolution shall take effect immediately upon its passage and approval.

PASSED AND APPROVED this 6 day of February, 2013.

APPROVED:



THOMAS A. MASTERS
MAYOR

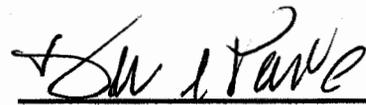


BILLIE E. BROOKS
CHAIRPERSON

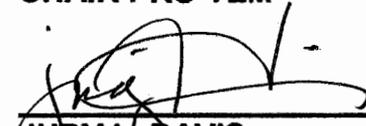
ATTEST:



CARRIE E. WARD,
MASTER MUNICIPAL CLERK
CITY CLERK



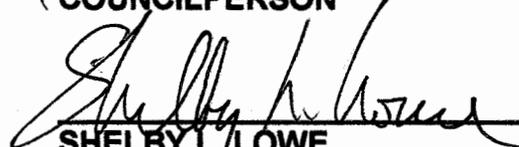
DAWN S. PARDO
CHAIR PRO TEM



JUDY L. DAVIS
COUNCILPERSON



CEDRICK A. THOMAS
COUNCILPERSON



SHELBY L. LOWE
COUNCILPERSON

MOTIONED BY: S. LOWE

SECONDED BY: D. PARDO

B. BROOKS AYE

J. DAVIS TARDY

C. THOMAS TARDY

D. PARDO AYE

S. LOWE AYE

REVIEWED AS TO LEGAL SUFFICIENCY

PAMALA HANNA RYAN, CITY ATTORNEY

DATE: _____

RESOLUTION NO. 15-13

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF RIVIERA BEACH, PALM BEACH COUNTY, FLORIDA, AUTHORIZING THE MAYOR, CITY CLERK, AND THE POLICE CHIEF TO EXECUTE A MEMORANDUM OF UNDERSTANDING BETWEEN THE UNITED STATES MARSHAL'S REGIONAL FUGITIVE TASK FORCE AND THE CITY OF RIVIERA BEACH; TO PARTICIPATE IN THE U.S. MARSHAL'S REGIONAL FUGITIVE TASK FORCE AS PART OF JOINT LAW ENFORCEMENT OPERATIONS TO INVESTIGATE AND ARREST PERSONS WHO HAVE ACTIVE STATE AND FEDERAL WARRANTS FOR THEIR ARREST; AND PROVIDING AN EFFECTIVE DATE.

WHEREAS, There exists in the City of Riviera Beach a need to investigate and arrest persons who have active state and federal warrants for their arrest; and

WHEREAS, The United States Marshals Service (USMS) pursuant to 28 U.S.C. § 566(e)(1)(B), as set forth in the Presidential Threat Protection Act of 2000 and directed by the Attorney General, has been granted the authority to direct and coordinate permanent Regional Fugitive Task Forces consisting of Federal, State, and local Law Enforcement authorities for the purpose of locating and apprehending fugitives;

WHEREAS, Participation in the Regional Fugitive Task Force by the City of Riviera Beach Police Department will serve to improve public safety and reduce violent crime.

RESOLUTION NO. 15-13
PAGE 2

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

SECTION 1: The Mayor, City Clerk, and Police Chief are authorized to execute the Memorandum of Understanding with the United States Marshals Service.

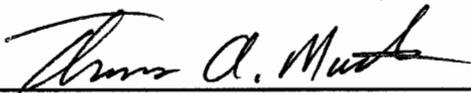
SECTION 2: A copy of said Memorandum of Understanding is attached hereto and made a part of this Resolution.

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

PASSED AND ADOPTED this 6 day of February, 2013.

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APPROVED:

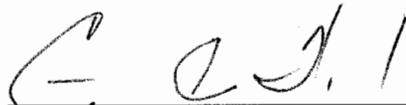


THOMAS A. MASTERS
MAYOR



BILLIE E. BROOKS
CHAIRPERSON

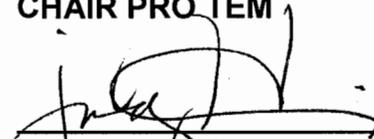
ATTEST:



CARRIE E. WARD,
MASTER MUNICIPAL CLERK
CITY CLERK



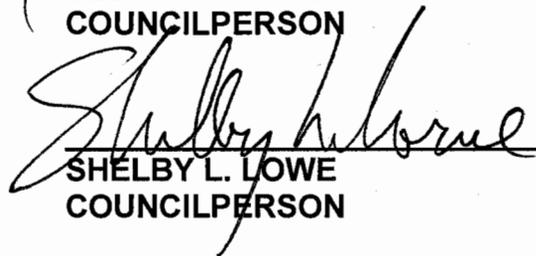
DAWN S. PARDO
CHAIR PRO TEM



JUDY L. DAVIS
COUNCILPERSON



CEDRICK A. THOMAS
COUNCILPERSON



SHELBY L. LOWE
COUNCILPERSON

MOTIONED BY: S. LOWE

SECONDED BY: D. PARDO

B. BROOKS AYE

D. PARDO AYE

J. DAVIS TARDY

C. THOMAS TARDY

S. LOWE AYE

REVIEWED AS TO LEGAL SUFFICIENCY

PAMALA HANNA RYAN, CITY ATTORNEY

DATE: _____

United States Marshals Service
Regional Fugitive Task Force – Memorandum of Understanding

PARTIES AND AUTHORITY:

This Memorandum of Understanding (MOU) is entered into by the
Riviera Beach Police Department

and the United States Marshals Service (USMS) pursuant to 28 U.S.C. § 566(e)(1)(B). As set forth in the Presidential Threat Protection Act of 2000 and directed by the Attorney General, the USMS has been granted authority to direct and coordinate permanent Regional Fugitive Task Forces consisting of Federal, state, and local law enforcement authorities for the purpose of locating and apprehending fugitives. The authority of the USMS to investigate fugitive matters as directed by the Attorney General is set forth in 28 USC § 566. The Director's authority to direct and supervise all activities of the USMS is set forth in 28 USC § 561(g) and 28 CFR 0.111. The authority of United States Marshals and Deputy U.S. Marshals, "in executing the laws of the United States within a State . . . [to] exercise the same powers which a sheriff of the State may exercise in executing the laws thereof" is set forth in 28 USC § 564. Additional authority is derived from 18 USC § 3053 and Office of Investigative Agency Policies Resolutions 2 & 15. (*See also*) "Memorandum for Howard M. Shapiro, General Counsel, Federal Bureau of Investigation" concerning the "Authority to Pursue Non-Federal Fugitives", issued by the U.S. Department of Justice, Office of Legal Counsel, dated February 21, 1995. (*See also*) Memorandum concerning the Authority to Pursue Non-Federal Fugitives, issued by the USMS Office of General Counsel, dated May, 1, 1995. (*See also*) 42 U.S.C. § 16941(a)(the Attorney General shall use the resources of federal law enforcement, including the United States Marshals Service, to assist jurisdictions in locating and apprehending sex offenders who violate sex offender registration requirements).

MISSION:

The primary mission of the task force is to investigate and arrest, as part of joint law enforcement operations, persons who have active state and federal warrants for their arrest. The intent of the joint effort is to investigate and apprehend local, state and federal fugitives, thereby improving public safety and reducing violent crime.

Each participating agency agrees to refer cases for investigation by the RFTF (Regional Fugitive Task Force). Cases will be adopted by the RFTF at the discretion of the RFTF Chief Inspector. Targeted crimes will primarily include violent crimes against persons, weapons offenses, felony drug offenses, failure to register as a sex offender, and crimes committed by subjects who have a criminal history involving violent crimes, felony drug offenses, and/or weapons offenses. Upon receipt of a written request, the RFTF may also assist non-participating law enforcement agencies in investigating, locating and arresting their fugitives. Task force personnel will be assigned federal, state, and local fugitive cases for investigation. Investigative teams will consist of personnel from different agencies whenever possible. Participating agencies retain responsibility for the cases they refer to the RFTF.

Federal fugitive cases referred to the task force for investigation by any participating agency will be entered into the National Crime Information Center (NCIC) by the USMS or originating agency, as appropriate. State or local fugitive cases will be entered into NCIC (and other applicable state or local lookout systems) as appropriate by the concerned state or local agency.

SUPERVISION:

The RFTF will consist of law enforcement and administrative personnel from federal, state, and local law enforcement agencies. Agency personnel must be approved by the RFTF Chief Inspector prior to assignment to the RFTF. Agency personnel may be removed at any time at the discretion of the RFTF Chief Inspector.

Direction and coordination of the RFTF shall be the responsibility of the USMS RFTF Chief Inspector. Administrative matters which are internal to the participating agencies remain the responsibility of the respective agencies. Furthermore, each agency retains responsibility for the conduct of its personnel.

A Task Force Advisory Committee, consisting of representatives of participating agencies and USMS RFTF personnel, may be established at the discretion of the RFTF Chief Inspector and will meet and confer as necessary to review and address issues concerning operational matters within the RFTF.

PERSONNEL:

In accordance with Homeland Security Presidential Directive 12, personnel assigned to the task force are required to undergo background investigations in order to be provided unescorted access to USMS offices, records, and computer systems. The USMS shall bear the costs associated with those investigations. Non-USMS law enforcement officers assigned to the task force will be deputized as Special Deputy U.S. Marshals. Task force personnel may be required to travel outside of the jurisdiction to which they are normally assigned in furtherance of task force operations. State or local task force officers traveling on official business at the direction of the USMS shall be reimbursed directly by the USMS for their travel expenses in accordance with applicable federal laws, rules, and regulations.

REIMBURSEMENT:

If the Marshals Service receives Asset Forfeiture funding for either 1) overtime incurred by state and local investigators who provide full time support to USMS RFTF joint law enforcement task forces; or 2) travel, training, purchase or lease of police vehicles, fuel, supplies or equipment for state and local investigators in direct support of state and local investigators, the USMS shall, pending availability of funds, reimburse your organization for expenses incurred, depending on which category of funding is provided.

Reimbursement of overtime work shall be consistent with the Fair Labor Standards Act. Annual overtime for each state or local law enforcement officer is capped at the equivalent of 25% of a GS-1811-12, Step 1, of the general pay scale for the RUS. Reimbursement for all types of qualified expenses shall be contingent upon availability of funds and the submission of a proper request for reimbursement which shall be submitted quarterly on a fiscal year basis, and which provides the names of the investigators who incurred overtime for the RFTF during the quarter; the number of overtime hours incurred, the hourly regular and overtime rates in effect for each investigator, and the total quarterly cost.

The request for reimbursement must be submitted to the RFTF Chief Inspector, who will review the request for reimbursement, stamp and sign indicating that services were received and that the request for reimbursement is approved for payment. Supporting documentation must accompany requests for reimbursement for equipment, supplies, training, fuel, and vehicle leases.

VEHICLES AND EQUIPMENT:

Notwithstanding the above, pending the availability of asset forfeiture funding and approval by the USMS in advance of any purchase, the USMS may reimburse the undersigned state or local agency for vehicles and equipment purchased in support of full time state and local investigators assigned to the RFTF involved in joint law enforcement operations. Such vehicle and equipment purchases are to be contracted for and titled in the name of the state or local law enforcement agency and must comply with requirements prescribed by the USMS pursuant to this MOU and applicable policies of the United States Department of Justice. Vehicles and equipment purchased by state and local law enforcement agencies with asset forfeiture monies provided by the USMS must remain available for exclusive use of the task force officers assigned to the RFTF by the undersigned participant agency for the duration of the task force. Upon termination of the agreement, usage and disposition of such vehicles are at the discretion of the undersigned state or local law enforcement agency.

Pending the availability of funds and equipment, the USMS will issue USMS radios, telephones, and other communication devices to each task force officer to be used for official RFTF business. All equipment used by or assigned to task force officers by the USMS or an agency will remain the property of the agency issuing the equipment and will be returned to that agency upon termination of the task force, or upon agency request.

RECORDS AND REPORTS:

Original reports of investigation, evidence, and other investigative materials generated, seized, or collected by the RFTF shall be retained by the agency in the RFTF responsible for the case. However, evidence may be turned over to other law enforcement agencies as appropriate. Copies of investigative reports and other materials may be provided to other agencies in accordance with applicable laws, rules, and regulations. Task force statistics will be maintained in the USMS Justice Detainee Information System (JDIS) - Warrant Information Network (WIN). Statistics will be made available to any participating agency upon request.

INFORMANTS:

Pending the availability of funds, the USMS may provide funding for the payment of informants. However, all payments of informants utilizing USMS funding shall comply with USMS policy.

USE OF FORCE:

All members of the RFTF shall comply with their agencies' guidelines concerning the use of firearms, deadly force, and less-lethal devices. Copies of all applicable firearms, deadly force, and less-lethal policies shall be provided to the RFTF Chief Inspector and each concerned task force officer. In the event of a shooting involving task force personnel, the incident will be investigated by the appropriate agency(s).

NEWS MEDIA

Media inquiries will be referred to the RFTF Chief Inspector. A press release may be issued and press conference held, upon agreement and through coordination with participant agencies' representatives. All press releases will exclusively make reference to the task force.

RELEASE OF LIABILITY:

Each agency shall be responsible for the acts or omissions of its employees. Participating agencies or their employees shall not be considered as the agents of any other participating agency. Nothing herein waives or limits sovereign immunity under federal or state statutory or constitutional law.

EFFECTIVE DATE AND TERMINATION:

This MOU is in effect once signed by a law enforcement participant agency. Participating agencies may withdraw their participation after providing 30 days advanced written notice to the RFTF Chief Inspector.

RFTF: FLORIDA CARIBBEAN

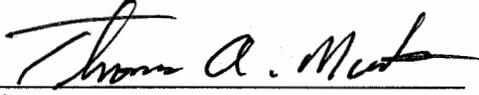
United States Marshal or RFTF Commander:

Frank Chiumento  02/11/2013
Print Name Signature Date

Participant Agency:

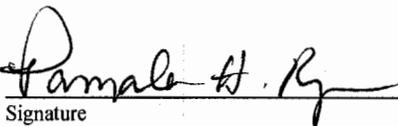
Name: Riviera Beach Police Department
Location (City & State): Riviera Beach, Florida
Phone: 561-845-4128

Participant Agency Representative:

Thomas A. Masters, Mayor  _____
Print Name & Title Signature Date

ATTEST:
Carrie E. Ward, Master Municipal Clerk, City Clerk  2/6/2013
Print Name & Title Signature Date

Clarence D. Williams, III, Chief of Police  1/25/13
Print Name & Title Signature Date

REVIEWED AS TO LEGAL SUFFICIENCY:
Pamala Hanna Ryan, Esq. City Attorney  1/22/13
Print Name & Title Signature Date

Assistant Director, Investigative Operations Division:

Print Name & Title Signature Date

RESOLUTION NO. 16-13

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF RIVIERA BEACH, PALM BEACH COUNTY, FLORIDA, AUTHORIZING THE PURCHASE OF TEN (10) IN-CAR VIDEO SYSTEMS FOR THE CITY'S POLICE VEHICLES FROM CDW GOVERNMENT, INC., THROUGH THE FLORIDA PANASONIC WSCA CONTRACT NUMBER B27172 250-WSCA-10-ACS; AUTHORIZING THE FINANCE DIRECTOR TO PAY \$58,090.00 TO CDW GOVERNMENT, INC. FROM THE 2012 JUSTICE ASSISTANCE GRANT (JAG), NUMBER 111-0822-521-2-6405, AND THE LAW ENFORCEMENT TRUST FUND, NUMBER 150-0817-521-0-6405; and PROVIDING AN EFFECTIVE DATE.

WHEREAS, there are ten (10) police vehicles in need of in-car video; and

WHEREAS, the Police Department currently utilizes the Panasonic Arbitrator in-car video system, and has located a vendor offering the same system; and

WHEREAS, the Police Department recommends CDW Government, Inc. as the vendor for the installation and integration of the Arbitrator in-car video system and recommends a piggyback of the State of Florida Contract #B27172 250-WSCA-10-ACS held by Panasonic; and

WHEREAS, the City will fund the purchase of the in-car video systems through the 2012 Justice Assistance Grant, and the Law Enforcement Trust Fund.

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 approves the purchase of ten (10) in-car video systems from CDW Government, Inc., to be used by the City's police department.

SECTION 2: The City Council authorizes the Finance Director to make payment in the amount of \$58,090.00, as follows:

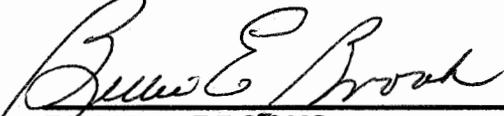
<u>Revenue</u>		
111-00-331220	2012 JAG Grant	\$43,227.00
150-00-271000	LETF Balance	\$93,216.65
<u>Expense</u>		
111-0822-521-5-6405		\$43,227.00
150-0817-521-0-6405		\$14,863.00
Total Payment		\$58,090.00

SECTION 3: This Resolution shall take effect immediately upon its passage and approval.

PASSED AND APPROVED this 6 day of February, 2013.

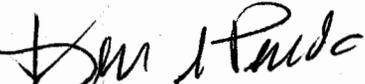
APPROVED:

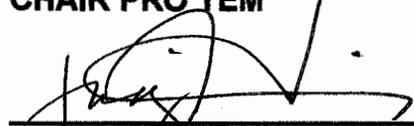

THOMAS A. MASTERS
MAYOR


BILLIE E. BROOKS
CHAIRPERSON

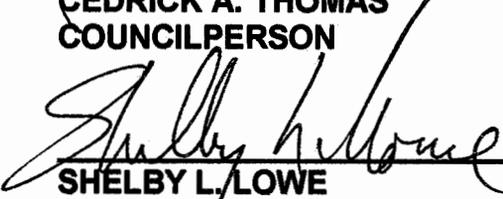
ATTEST:


CARRIE E. WARD,
MASTER MUNICIPAL CLERK
CITY CLERK


DAWN S. PARDO
CHAIR PRO TEM


JUDY L. DAVIS
COUNCILPERSON


CEDRICK A. THOMAS
COUNCILPERSON


SHELBY L. LOWE
COUNCILPERSON

MOTIONED BY: S. LOWE

SECONDED BY: D. PARDO

B. BROOKS AYE
J. DAVIS TARDY
C. THOMAS TARDY
D. PARDO AYED
S. LOWE AYE

REVIEWED AS TO LEGAL SUFFICIENCY

PAMALA HANNA RYAN, CITY ATTORNEY

DATE: _____

RESOLUTION NO. 17-13

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF RIVIERA BEACH, PALM BEACH COUNTY, FLORIDA, APPROVING AMENDMENT 003 TO THE DISASTER RECOVERY INITIATIVE PROGRAM AGREEMENT BETWEEN THE CITY OF RIVIERA BEACH AND PALM BEACH COUNTY, TO DEFINE SERVICES AND ESTABLISH A BUDGET FOR A REHABILITATION CONSULTANT, NOT TO EXCEED \$105,000; AUTHORIZING THE MAYOR AND CITY CLERK TO EXECUTE THE AGREEMENT AMENDMENT; AND PROVIDING FOR AN EFFECTIVE DATE.

WHEREAS, Palm Beach County (County) entered into a Contract in 2008 with the State of Florida Department of Community Affairs in connection with the State of Florida's 2005 Disaster Recovery Initiative (DRI) Program with funds provided by the US Department of Housing and Urban Development; and

WHEREAS, in March 2008, the City was allocated \$1,236,000 under the original contract with the County to implement specified DRI Program activities; and

WHEREAS, the agreement between the City and the County dated March 24, 2008 was amended in April and October 2009, August 2010, and January 2011, and a new agreement was executed in June 2012, and amended in September and November 2012; and

WHEREAS, amendment 003 defines services and establishes a budget for a Rehabilitation Consultant; and

WHEREAS, amendment 003 allocates no more than \$5,000 per completed rehabilitation project, not to exceed \$105,000 of the originally allocated \$1,236,000, for rehabilitation consultant services, in order to continue implementation of the DRI Program.

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 approves amendment 003 to the DRI Agreement with Palm Beach County, to define services and establish a budget

RESOLUTION NO. 17-13
PAGE 2

for a Rehabilitation Consultant, not to exceed \$5,000 per completed rehabilitation project, not to exceed \$105,000 of the originally allocated \$1,236,000.

SECTION 2. The City Council authorizes the Mayor and the City Clerk to execute the amendment.

SECTION 3. The City Council authorizes the Finance Director to disburse funds in accordance with the amended DRI Agreement.

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

PASSED and APPROVED this 6 day of February, 2013.

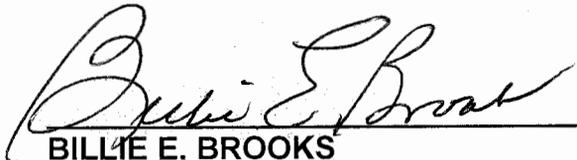
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RESOLUTION NO. 17-13
PAGE 3

APPROVED:



THOMAS A. MASTERS
MAYOR

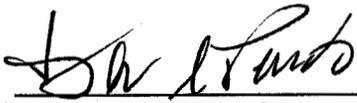


BILLIE E. BROOKS
CHAIRPERSON

ATTEST:



CARRIE E. WARD
MASTER MUNICIPAL CLERK
CITY CLERK



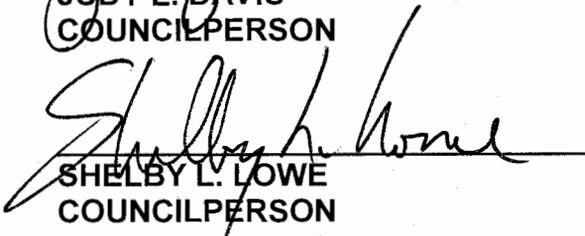
DAWN S. PARDO
CHAIR PRO TEM



CEDRICK A. THOMAS
COUNCILPERSON



JUDY L. DAVIS
COUNCILPERSON



SHELBY L. LOWE
COUNCILPERSON

MOTIONED BY: J. DAVIS

SECONDED BY: C. THOMAS

B. BROOKS AYE

J. DAVIS AYE

C. THOMAS AYE

D. PARDO AYE

S. LOWE AYE

REVIEWED AS TO LEGAL SUFFICIENCY

PAMALA HANNA RYAN, CITY ATTORNEY

DATE: _____

RESOLUTION NO. 18-13

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 AGREEMENT FOR REHABILITATION CONSULTANT SERVICES BETWEEN THE CITY OF RIVIERA BEACH AND GUARDIAN COMMUNITY RESOURCE MANAGEMENT, INC., IN ASSOCIATION WITH THE DISASTER RECOVERY INITIATIVE PROGRAM AGREEMENT, ALLOCATING NO MORE THAN \$5,000 PER REHABILITATION PROJECT, NOT TO EXCEED A TOTAL OF \$105,000, COMMENCING FEBRUARY 7, 2013 TO JUNE 15, 2013; AND PROVIDING FOR AN EFFECTIVE DATE.

WHEREAS, Palm Beach County (County) entered into a Contract in 2008 with the State of Florida Department of Community Affairs in connection with the State of Florida's 2005 Disaster Recovery Initiative (DRI) Program with funds provided by the US Department of Housing and Urban Development; and

WHEREAS, in March 2008, the City was allocated \$1,236,000 under the original contract with the County to implement specified DRI Program activities; and

WHEREAS, the agreement between the City and the County dated March 24, 2008 was amended in April and October 2009, August 2010, and January 2011, and a new agreement was executed in June 2012, and amended in September and November 2012, and February 2013; and

WHEREAS, amendment 003 defines services and establishes a budget for a Rehabilitation Consultant; and

WHEREAS, amendment 003 allocates no more than \$5,000 per completed rehabilitation project, not to exceed a total of \$105,000 of the originally allocated \$1,236,000, for rehabilitation consultant services, in order to continue implementation of the DRI Program; and

WHEREAS, Guardian Community Resource Management, Inc., has demonstrated that they are well qualified to act as the Rehabilitation Consultant in association with the DRI Program Agreement.

RESOLUTION NO. 18-13
PAGE 2

WHEREAS, the City Council desires to retain the services of Guardian Community Resource Management, Inc., in order to continue implementation of the DRI Program.

WHEREAS, the agreement commences on February 7, 2013 and expires on June 15, 2013.

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 the agreement for Rehabilitation Consulting Services with Guardian Community Resource Management, Inc.

SECTION 2. Compensation shall be no more than \$5,000 per rehabilitation project, not to exceed a total of \$105,000 of the originally allocated \$1,236,000.

SECTION 3. The City Council authorizes the Finance Director to disburse funds in accordance with this Agreement.

SECTION 4. A copy of the Agreement is attached hereto and made part of this Resolution.

SECTION 5. This Resolution shall take effect immediately upon approval.

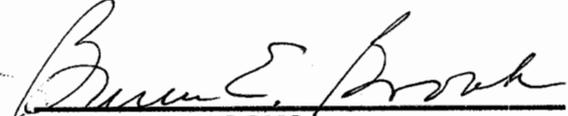
PASSED and APPROVED this 6th day of February, 2013.

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APPROVED:



THOMAS A. MASTERS
MAYOR



BILLIE E. BROOKS
CHAIRPERSON

ATTEST:



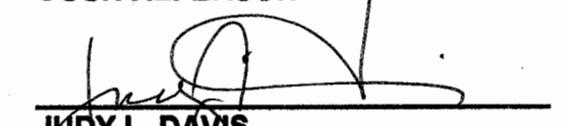
CARRIE E. WARD
MASTER MUNICIPAL CLERK
CITY CLERK



DAWN S. PARDO
CHAIR PRO TEM



CEDRICK A. THOMAS
COUNCILPERSON



JUDY L. DAVIS
COUNCILPERSON



SHELBY L. LOWE
COUNCILPERSON

MOTIONED BY: S. Lowe

SECONDED BY: _____

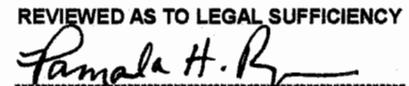
B. BROOKS aye

J. DAVIS aye

C. THOMAS aye

D. PARDO aye

S. LOWE aye

REVIEWED AS TO LEGAL SUFFICIENCY


PAMALA HANNA RYAN, CITY ATTORNEY

DATE: 2/27/13

**CITY OF RIVIERA BEACH
CONTRACT FOR CONSULTING AND PROFESSIONAL SERVICES**

This Contract is made as of this 6th day of FEBRUARY, 2013, by and between the City of Riviera Beach, Palm Beach County, Florida, a Political Subdivision of the State of Florida, by and through its City Council, hereinafter referred to as the CITY, and Guardian Community Resource Management, Inc., [] an individual, [] a partnership, [X] a corporation authorized to do business in the State of Florida, hereinafter referred to as the CONSULTANT, whose Federal I.D. number is 13-4309252.

In consideration of the mutual promises contained herein, the CITY and the CONSULTANT agree as follows:

ARTICLE 1 - SERVICES

The CONSULTANT'S responsibility under this Contract is to provide professional/consultation services associated with the Disaster Recovery Initiative Program, hereinafter referred to as DRI, specifically functioning as a Rehabilitation Consultant, details thereof set forth, but not limited to, the Scope of Work detailed in Exhibit "A", attached hereto and made part hereof.

The CITY'S representative/liaison during the performance of this Contract shall be Mary McKinney, Director of Community Development or designee: phone, 561-845-4060 or email, mmckinney@rivierabch.com.

ARTICLE 2 - SCHEDULE

The CONSULTANT shall commence services on February 7, 2013 and complete all services by June 15, 2013.

Rehabilitation Consultant work products shall be delivered or completed in accordance with Exhibit "A".

ARTICLE 3 - PAYMENTS TO CONSULTANT

- A. Generally - The CITY agrees to compensate the CONSULTANT in accordance with the DRI Agreement, as amended from time to time, between the City and Palm Beach County. The total and cumulative amount of this Contract shall not exceed \$105,000, with no more than \$5,000 paid per completed rehabilitation project. The CITY shall not reimburse the CONSULTANT for any travel costs incurred as a direct result of the CONSULTANT providing deliverables to the CITY in pursuance of the scope of work contained in Exhibit "A", without specific, prior approval of the City.

- B. Invoices received from the CONSULTANT pursuant to this Contract will be reviewed and approved by the CITY'S representative, indicating that services have been rendered in conformity with the Contract. Invoices will then be sent to the Finance Department for payment and will normally be paid within thirty (30) days following the CITY representative's approval.
- C. All requests for payment of expenses eligible for reimbursement under the terms of this Contract shall include copies of receipts, invoices, or other documentation acceptable to the Finance Department. Such documentation shall be sufficient to establish that the expense was actually incurred and necessary in the performance of the Scope of Work described in this Contract as Exhibit "A". If eligible for reimbursement, The Finance Department requires that long distance telephone calls shall identify the person(s) called, purpose of call, time, and costs. Mileage charges shall identify the destination, number of miles, rate, and purpose of travel. Duplication charges shall describe the documents, purpose of duplicating, and rate charged. Any travel, per diem, mileage, meals or lodging expenses, which may be reimbursable under the terms of this Contract, will be paid in accordance with the rates and conditions set forth in Section 112.061, Florida Statutes.
- D. Final Invoice: In order for both parties herein to close their books and records, the CONSULTANT will clearly state "Final Invoice" on the CONSULTANT'S final/last billing to the CITY. This certifies that all services have been properly performed and all charges and costs have been invoiced to the CITY. Since this account will thereupon be closed, any and other further charges, if not properly included in this final invoice, are waived by the CONSULTANT and the CITY shall have no obligations for any other costs or expenses thereafter.

Payments to the CONSULTANT shall be sent to:

Guardian CRM, Inc.
3020 Bruton Road
Plant City, FL 33565

ARTICLE 4 - TRUTH-IN NEGOTIATION CERTIFICATE

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

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

ARTICLE 5 - TERMINATION

This Contract may be cancelled by the CONSULTANT upon thirty (30) days prior written notice to the CITY'S representative in the event of substantial failure by the CITY to perform in accordance with the terms of this Contract through no fault of the CONSULTANT; provided the CITY fails to cure same within that thirty (30) day period. It may also be terminated, in whole or in part, by the CITY, with or without cause, immediately upon written notice to the CONSULTANT. Unless the CONSULTANT is in breach of this Contract, the CONSULTANT shall be paid for services rendered to the CITY'S satisfaction through the date of termination. After receipt of a Termination Notice and except as otherwise directed by the CITY the CONSULTANT 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 progress, completed work, and other materials related to the terminated work to the CITY.
- D. Continue and complete all parts of the work that have not been terminated.

ARTICLE 6 - PERSONNEL

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

All of the services required hereunder shall be performed by the CONSULTANT 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.

The CONSULTANT warrants that all services shall be performed by skilled and competent personnel in accordance with the applicable standard of care in the field for which CONSULTANT is consulting with the CITY.

The CONSULTANT agrees that it is fully responsible to the CITY for the negligent acts and omissions of subcontractors and of persons either directly or indirectly employed by the CONSULTANT. Nothing contained herein shall create any contractual relationship between any subcontractor and the CITY.

All of the CONSULTANT'S personnel and all of the CONSULTANT'S subcontractors will comply with all CITY requirements governing conduct, safety, and security while on or utilizing CITY premises/property.

ARTICLE 7 - SUBCONTRACTING

The CITY 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 Contract. The CONSULTANT is encouraged to seek minority and women business enterprises for participation in subcontracting opportunities.

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

If subcontractor(s) are used, the CONSULTANT shall use only licensed and insured subcontractor(s), and shall require any subcontractor, as may be applicable, to provide a payment bond. All subcontractors shall be required to promptly make payments to any person who, directly or indirectly, provides services or supplies under this Contract.

The CONSULTANT shall be responsible for the performance of all subcontractors.

ARTICLE 8 – SBE PARTICIPATION

The City's Procurement Ordinance has a Small Business Enterprises (SBE) participation component which may apply to this Contract. If it is determined by CITY staff that it applies, the CONSULTANT agrees to abide by the provisions of the SBE section of the procurement code. The CONSULTANT further agrees to maintain all relevant records and information necessary to document compliance with the Ordinance, and agrees to allow the CITY to inspect such records and provide such records to the CITY upon request.

ARTICLE 9 - FEDERAL AND STATE TAX

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

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

ARTICLE 10 - AVAILABILITY OF FUNDS

The CITY'S performance and obligation to pay under this Contract is contingent upon the DRI Agreement between the CITY and Palm Beach County, as amended from time to time.

ARTICLE 11 - INSURANCE

- A. Prior to execution of this Contract by the CITY, the CONSULTANT shall provide certificates evidencing insurance coverage as required hereunder. All insurance policies shall be issued by companies authorized to do business under the laws of the State of Florida. The Certificates shall clearly indicate that the CONSULTANT has obtained insurance of the type, amount, and classification as required for strict compliance with the ARTICLE and that no material change or cancellation of the insurance shall be effective without thirty (30) days prior written notice to the CITY'S representative. Compliance with the foregoing requirements shall not relieve the CONSULTANT of its liability and obligations under this Contract.
- B. The CONSULTANT shall maintain during the term of this Contract, standard Professional Liability Insurance in the minimum amount of \$1,000,000.00 per occurrence.
- C. The CONSULTANT shall maintain, during the life of this Contract, commercial general liability, including contractual liability insurance in the amount of \$500,000.00 per occurrence to protect the CONSULTANT from claims for damages for bodily and personal injury, including wrongful death, as well as from claims of property damages which may arise from any operations under this Contract, whether such operations be by the CONSULTANT or by anyone directly or indirectly employed by or contracting with the CONSULTANT.
- D. The CONSULTANT shall maintain, during the life of this Contract, comprehensive automobile liability insurance in the minimum amount of \$500,000.00 combined single limit for bodily injury and property damages liability to protect the CONSULTANT from claims for damages for bodily and personal injury, including death, as well as from claims for property damage, which may arise from the ownership, use, or maintenance of owned and non-owned automobiles, including, but not limited to, leased and rented automobiles whether such operations be by the CONSULTANT or by anyone, directly or indirectly, employed by the CONSULTANT.
- E. The parties to this Contract shall carry Workers' Compensation Insurance and Employer's Liability Insurance for all employees as required by Florida Statutes. In the event that a party does not carry Workers' Compensation Insurance and chooses not to obtain same, such party shall then, in accordance with Section 440.05, Florida Statutes, apply for and obtain an exemption authorized by the Department of Insurance and shall provide a copy of such exemption to the CITY.
- F. All insurance, other than Professional Liability and Workers' Compensation, to be maintained by the CONSULTANT shall specifically include the CITY as an "Additional Insured".

ARTICLE 12 - INDEMNIFICATION

To the extent allowed by section 725.08, Florida Statutes, the CONSULTANT shall indemnify and hold harmless the CITY, its agents, officers, and employees from and against any and all claims, liabilities, losses, costs, and/or causes of action which may arise from any negligent act, recklessness, or intentional

wrongful conduct of the CONSULTANT, its agents, officers, or employees in the performance of services under this Contract.

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

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

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

ARTICLE 13 - SUCCESSORS AND ASSIGNS

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

ARTICLE 14 - VENUE

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

ARTICLE 15 - REMEDIES

No remedy herein conferred upon any party is intended to be exclusive of any other remedy, and each and every such remedy shall be cumulative and shall be in addition to every other remedy given hereunder or now or hereafter existing at law or in equity or by statute or otherwise. No single or partial exercise by any party of any right, power, or remedy hereunder shall preclude any other or further exercise thereof.

ARTICLE 16 - CONFLICT OF INTEREST

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

The CONSULTANT shall promptly notify the CITY'S representative, in writing, by certified mail, of all potential conflicts of interest for any prospective business association, interest or other circumstance which may influence or appear to influence the CONSULTANT'S judgment or quality of services being provided hereunder. Such written notification shall identify the prospective business association, interest or circumstance, the nature of work that the CONSULTANT may undertake and request an opinion of the CITY as to whether the association, interest or circumstance would, in the opinion of the CITY, constitute a conflict of interest if entered into by the CONSULTANT. The CITY agrees to notify the CONSULTANT of its opinion by certified mail within thirty (30) days of receipt of notification by the CONSULTANT. If, in the opinion of the CITY, the prospective business association, interest or circumstance would not constitute a conflict of interest by the CONSULTANT, the CITY shall so state in the notification and the CONSULTANT 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 CITY by the CONSULTANT under the terms of this Contract.

Further, please be advised, in accordance with section 112.313, Florida Statutes, and pertinent Opinions of the Florida Commission on Ethics, that if you are a member of a city board, including an advisory board, you may be ineligible to enter into a contract/agreement with the City. If you are a member of a city board, including an advisory board, prior to executing this contract, please contact the Florida Commission on Ethics at (850) 488-7864 to secure an informal advisory opinion regarding your eligibility to enter into this contract.

ARTICLE 17 - DELAYS AND EXTENSION OF TIME

The CONSULTANT 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 CONSULTANT or its subcontractors and without their fault or negligence. Such causes include, but are not limited to: acts of God; natural or public health emergencies; labor disputes; freight embargoes; and abnormally severe and unusual weather conditions.

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

If the CONSULTANT is delayed at any time in the process of the work by any act or neglect of the CITY or its employees, or by any other consultant employed by the CITY, or by changes ordered by the

CITY or in an unusual delay in transportation, unavoidable casualties, or any causes beyond the CONSULTANT's control, or by delay authorized by the CITY pending negotiation or by any cause which the CITY shall decide justifies the delay, then the time of completion shall be extended for any reasonable time the CITY may decide. No extension shall be made for delay occurring more than seven (7) days before claim therefore is made in writing to the CITY. In the case of continuing cause of delay, only one (1) claim is necessary.

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

ARTICLE 18 - INDEBTEDNESS

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

ARTICLE 19 - DISCLOSURE AND OWNERSHIP OF DOCUMENTS

The CONSULTANT shall deliver to the CITY'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 CITY under this Contract.

All written and oral information not in the public domain or not previously known, and all information and data obtained, developed, or supplied by the CITY or at its expense will be kept confidential by the CONSULTANT and will not be disclosed to any other party, directly or indirectly, without the CITY's prior written consent unless required by a lawful order. All drawings, maps, sketches, programs, data base, reports or similar and other data developed, or purchased, under this Contract for or at the CITY's expense shall be and remain the CITY's property and may be reproduced and reused at the discretion of the CITY.

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

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

ARTICLE 20 - INDEPENDENT CONTRACTOR RELATIONSHIP

The CONSULTANT is, and shall be, in the performance of all work services and activities under this Contract, an Independent Contractor, and not an employee, agent, or servant of the CITY. All persons engaged in any of the work or services performed pursuant to this Contract shall at all times, and in all

places, be subject to the CONSULTANT's sole direction, supervision, and control. The CONSULTANT shall exercise control over the means and manner in which it and its employees perform the work, and in all respects the CONSULTANT's relationship and the relationship of its employees to the CITY shall be that of an Independent Contractor and not as employees or agents of the CITY.

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

ARTICLE 21 - CONTINGENT FEES

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

ARTICLE 22 - ACCESS AND AUDITS

The CONSULTANT shall maintain adequate records to justify all charges, expenses, and costs incurred in estimating and performing the work for at least six (6) years after completion of this Contract. The CITY, the Palm Beach County Department of Economic Sustainability and the Florida Department of Economic Opportunity, 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 CONSULTANT's place of business.

ARTICLE 23 - NONDISCRIMINATION

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

ARTICLE 24 - ENFORCEMENT COSTS

All parties shall be responsible for their own attorneys fees, court costs and expenses if any legal action or other proceeding is brought for any dispute, disagreement, or issue of construction or interpretation arising hereunder whether relating to the Contract's execution, validity, the obligations provided therein, or performance of this Contract, or because of an alleged breach, default or misrepresentation in connection with any provisions of this Contract.

ARTICLE 25 - AUTHORITY TO PRACTICE

The CONSULTANT hereby represents and warrants that it has and will continue to maintain all licenses and approvals which are legally 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 CITY upon request.

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

ARTICLE 26 - SEVERABILITY

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

ARTICLE 27 - PUBLIC ENTITY CRIMES

As provided in F.S. 287.132-133 by entering into this Contract or performing any work in furtherance hereof, the CONSULTANT certifies that it, its affiliates, suppliers, subcontractors and consultants 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 thirty-six (36) months immediately preceding the date hereof. This notice is required by F.S. 287.133(3)(a).

ARTICLE 28 - MODIFICATIONS OF WORK

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

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

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

ARTICLE 29 - NOTICE

All notices required in this Contract shall be sent by certified mail, return receipt requested, and also via email. If sent to the CITY shall be mailed to:

**City of Riviera Beach
ATTN: Ruth C. Jones, City Manager
600 W. Blue Heron Blvd.
Riviera Beach, FL 33404**

If sent to the CONSULTANT shall be mailed to:

**Guardian Community Resource Management, Inc.
ATTN: Christine Alday, President & CEO
930 Marcum Road, Suite 3
Lakeland, FL 33809**

ARTICLE 30 - ENTIRETY OF CONTRACTUAL AGREEMENT

The CITY and the CONSULTANT agree that this Contract and any attachments hereto or other documents as referenced in the Contract 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 Contract may be added to, modified, superseded or otherwise altered, except by written instrument executed by the parties hereto in accordance with Article 28-Modifications of Work.

ARTICLE 31 – PROTECTION OF WORK AND PROPERTY

The CONSULTANT shall continuously maintain adequate protection of all work from damage, and shall protect the CITY’S property from injury or loss arising in connection with the Contract. Except for any such damage, injury, or loss, except that which may be directly due to errors caused by the CITY or employees of the CITY, the CONSULTANT shall provide any necessary materials to maintain such protection.

ARTICLE 32 – TIME

Time is of the essence in all respects under this Contract. The CITY and CONSULTANT shall work in an expeditious manner to complete DRI Program objectives as set forth in the aforementioned DRI Agreement and the Scope of Work described in Exhibit “A”.

ARTICLE 33 - TERMINOLOGY AND CAPTIONS

All pronouns, singular, plural, masculine, feminine or neuter, shall mean and include the person, entity, firm or corporation to which they relate as the context may require. Wherever the context may require,

the singular shall mean and include the plural and the plural shall mean and include the singular. The term "Contract" as used herein, as well as the terms "herein", "hereof", "hereunder", "hereinafter" and the like mean this Contract in its entirety and all exhibits, amendments and addenda attached hereto and made a part hereof. The captions and paragraph headings are for reference and convenience only and do not enter into or become a part of the context of this Contract, nor shall such headings affect the meaning or interpretation of this Contract.

ARTICLE 34 - WAIVER

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

ARTICLE 35 - PREPARATION

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

ARTICLE 36 - MATERIALITY

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

ARTICLE 37 - REPRESENTATIONS/BINDING AUTHORITY

CONSULTANT has full power, authority and legal right to execute and deliver this Contract and perform all of its obligations under this Contract. By signing this Contract, Christine Alday, President & CEO of Guardian Community Resource Management, Inc., hereby represents to the CITY that she has the authority and full legal power to execute this Contract and any and all documents necessary to effectuate and implement the terms of this Contract on behalf of the party for whom he is signing and to bind and obligate such party with respect to all provisions contained in this Contract.

ARTICLE 38 - EXHIBITS

Each exhibit referred to in this Contract forms an essential part of this Contract. The exhibits, if not physically attached, should be treated as part of this Contract and are incorporated herein by reference.

ARTICLE 39 - CONTRACT DOCUMENTS AND CONTROLLING PROVISIONS

This Contract consists of this Contract and all exhibits attached hereto. The CONSULTANT agrees to be bound by all the terms and conditions set forth in this Contract. To the extent that a conflict exists between this Contract and the exhibits, the terms, conditions, covenants, and/or provisions of this

Contract shall prevail. Wherever possible, the provisions of such documents shall be construed in such a manner as to avoid conflicts between provisions of the various documents.

ARTICLE 40 - LEGAL EFFECT

This Contract shall not become binding and effective until approved by the City Manager of the City of Riviera Beach.

ARTICLE 41 - NOTICE OF COMPLAINTS OR SUITS

Each party will promptly notify the other of any complaint, claim, suit or cause of action threatened or commenced against it which arises out of or relates, in any manner, to the performance of this Contract. Each party agrees to cooperate with the other in any investigation either may conduct, the defense of any claim or suit in which either party is named, and shall do nothing to impair or invalidate any applicable insurance coverage.

ARTICLE 42 - SURVIVABILITY

Any provision of this Contract which is of a continuing nature or imposes an obligation which extends beyond the term of this Contract shall survive its expiration or earlier termination.

ARTICLE 43 - DEFAULT

Notwithstanding anything contained in this Contract to the contrary, the parties agree that the occurrence of any of the following shall be deemed a material event of default and shall be grounds for termination:

- a. The filing of a lien by any subcontractor or third tier subcontractor including, but not limited to materialmen, suppliers, or laborers, upon any property, right of way, easement, other interest in land or right to use such land within the territorial boundaries of the CITY which lien is not satisfied, discharged or contested in a court of law within thirty (30) days from the date of notice to the CONSULTANT;
- b. The filing of any judgment lien against the assets of the CONSULTANT related to the performance of this Contract which is not satisfied, discharged or contested in a court of law within thirty (30) days from the date of notice to the CONSULTANT; or
- c. The filing of a petition by or against the CONSULTANT for relief under the Bankruptcy Code, or for its reorganization or for the appointment of a receiver or trustee of the CONSULTANT or the CONSULTANT'S property; or an assignment by the CONSULTANT for the benefit of creditors; or the taking possession of the property of the CONSULTANT by any governmental officer or agency pursuant to statutory authority for the dissolution or liquidation of the CONSULTANT; or if a temporary or permanent receiver or trustee shall be appointed for the CONSULTANT or for the CONSULTANT'S property and such temporary or

permanent receiver or Trustee shall not be discharged within thirty (30) days from the date of appointment.

The CONSULTANT shall provide written notice to the CITY of the occurrence of any event of default within ten (10) days of the CONSULTANT'S receipt of notice of any such default.

ARTICLE 44 - WAIVER OF SUBROGATION

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

ARTICLE 45 - RIGHT TO REVIEW

The CITY, by and through its Risk Management Department, in cooperation with the contracting/monitoring department, reserves the right to review, reject or accept any required policies of insurance, including limits, coverages, or endorsements, therein from time to time throughout the term of this Contract. The CITY reserves the right, but not the obligation, to review and reject any insurer providing coverage because of poor financial condition or failure to operate legally.

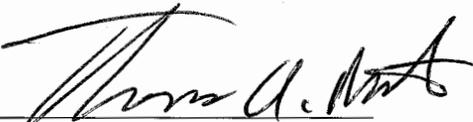
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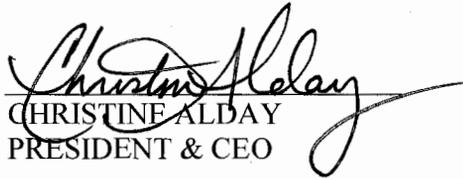
CONTRACT WITH THE CITY OF RIVIERA BEACH

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

CITY OF RIVIERA BEACH

GUARDIAN COMMUNITY
RESOURCE MANAGEMENT, INC.

BY: 
THOMAS A. MASTERS
MAYOR

BY: 
CHRISTINE ALDAY
PRESIDENT & CEO

DATE: _____

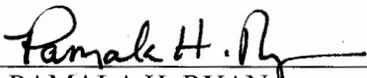
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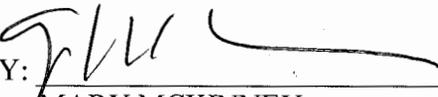
BY: 
CARRIE E. WARD
CITY CLERK

DATE: 2-20-13

APPROVED AS TO FORM AND
LEGAL SUFFICIENCY

APPROVED AS TO TERMS AND
CONDITIONS

BY: 
PAMALA H. RYAN
CITY ATTORNEY

BY: 
MARY MCKINNEY
DIRECTOR OF COMMUNITY DEVELOPMENT

DATE: 2/19/13

DATE: 2-20-13

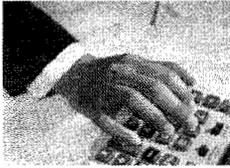


EXHIBIT A: FEE AND SCOPE OF SERVICES: RIVIERA BEACH CDBG DRI PROGRAM

Fee is NTE \$105,000.

Our fees are inclusive of all travel, meals and lodging expenses.

Maximum of \$5000 for each unit.

Specific SOW is as follows:

INTAKE OF APPLICANTS AND HOMES

- Prepare / review Site Specific Environmental Review
- Applicant Intake Process (for both relocation and rehabilitation), and Relocation Program Procedures.
- Screen and vet all applicants to determine program eligibility.
- Meet with the Building Department to coordinate permitting and inspections
- Using the City's CDBG loan documents, assist with preparing the CDBG loan documents for each applicant.

The following steps are for rehabilitation/replacement (Note: These are general steps, and some steps may be skipped, or new steps may need to be added as work progresses):

- Advertise/select a contractor to perform a lead based paint inspection of each dwelling.
- Work with staff to bid out, select and receive approval of surveyors and asbestos inspectors, lead based paint inspections
- Coordinate execution of the contracts for surveyor and asbestos inspectors.
- Issue Notice to Proceed to surveyors.
- After surveys are completed, utilize them to develop specifications and plans for rehab.
- Work with staff to bid out, select/receive approval for demo/rehab contractors.
- Work with staff to bid out for contractors to construct/rehab the residences.
- Submit bid specifications to City.
- Complete and/or revise the work write-ups to address the rehab dwellings that have existing lead paint.
- Complete the work write-up on each dwelling and obtain applicant signature acknowledging agreement with same.
- Work with staff and the homeowner (or their representatives) to award the bids.
- Using the City's contract documents, assist with preparing the CDBG rehab contract documents. Meet with the homeowner and the construction contractor to complete contracts.
- Using the City's contract documents, coordinate the execution of contracts for demolition of the existing residences, if applicable
- Work with the contractor to obtain building and related permits
- Work with homeowner to temporarily relocate out of the dwelling, if applicable.

- Issue Notice to Proceed for the construction of the new residence or rehab of residence
- Work with the Building Department to coordinate inspections and approval of draw requests.

Guardian shall submit Monthly status reports, detailing:

- Contract status.
- Project progress and status of applications
- Any significant administrative actions that could affect the contract.
- Major accomplishments, success stories, etc.
- Noteworthy meetings.
- Pending issues.
- Other items deemed appropriate.

Proposed Fee Schedule for General and Other Grant Administration Services for ongoing public grant, loan or other funding opportunities for FFY2012-2013:

Standard Rates (for technical assistance, developer agreements, policy review, administration, housing rehab specialist, project delivery, contract management, planning, etc by the hour):

Hourly Rates for Additional Services, When and If Applicable

Grant Contracts Manager, Principal	\$140/hour
Grant Projects Manager, Officer	\$125/hour
Project Coordinator or Technical Support Specialist	\$115/hour
Project or Construction Manager	\$100/hour
Legislative Liaison or Public Relations Manager	\$100/hour
Grants or Program Administrator	\$90/hour
Grant Writer or Planner or Accountant	\$80/hour
Housing or Construction Specialist	\$80/hour
Grants or Program Specialist or Technical Assistant	\$70/hour
Office Manager/Grants Assistant/Case or Financial Clerk	\$50/hour

Typical Fees by Work Order (examples)

Affordable Housing Finance Proposals	\$25,000
USDA Water/Waste Grant-Loan Applications	\$25,000**
SRF Water or Waste Loan or Grant Pre-Application or App	\$20,000
EDA Infrastructure Grant Application	\$25,000**
EPA STAG or SPAP Grant Application	\$20,000
Economic Development Transportation Grant Application	\$10,000**
Rural Infrastructure Grant Application	\$10,000**
FCT Land Acquisition Application	\$25,000**
FRDAP Application	\$10,000

** Typically does not allow for admin fees, but there are other ways to pay Guardian which can be negotiated on a case by case basis.

Guardian has consistently maintained repeat clients, continuing to bid competitively keeping quality services and client satisfaction at the forefront of our practice. We will commit to adjusting our fees based on allowable application and or administrative costs of each grant and that which will be in the best financial interest of our client. Guardian welcomes the opportunity to enter into a Contract with the City of Riviera Beach.

'The most valuable assets we have are our references, not our contracts. Take care of our clients and the contracts and invoices will come.' -

J. Corbett Alday, COO, VP



RESOLUTION NO. 19-13

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF RIVIERA BEACH, PALM BEACH COUNTY, FLORIDA, TO DEMONSTRATE THE CITY'S SUPPORT FOR BILL HB 97, SPONSORED BY REPRESENTATIVE BOBBY POWELL, FLORIDA HOUSE OF REPRESENTATIVES, TO RESTORE CONTROL TO LOCAL GOVERNMENT AS IT RELATES TO THE POSSESSION OF CONCEALED WEAPONS IN GOVERNMENT OWNED FACILITIES AND AT GOVERNMENT SANCTIONED EVENTS.

WHEREAS, Representative Bobby Powell of the Florida House of Representatives has sponsored Bill HB 97 to restore control to local government as it relates to the possession of concealed weapons in government facilities and at government sanctioned events; and

WHEREAS, Passage of Bill HB 97 would restore safety and civility in Florida local governments.

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

SECTION 1: The City of Riviera Beach supports Representative Powell's efforts to seek passage of Bill HB 97.

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

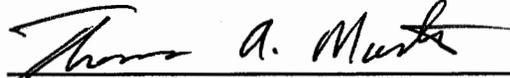
PASSED AND ADOPTED this 6 day of February, 2013.

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RESOLUTION NO. 19-13

PAGE 2

APPROVED:



THOMAS A. MASTERS
MAYOR



BILLIE E. BROOKS
CHAIRPERSON

ATTEST:



CARRIE E. WARD,
MASTER MUNICIPAL CLERK
CITY CLERK



DAWN S. PARDO
CHAIR PRO TEM



JUDY L. DAVIS
COUNCILPERSON



CEDRICK A. THOMAS
COUNCILPERSON



SHELBY L. LOWE
COUNCILPERSON

MOTIONED BY: J. DAVIS

SECONDED BY: S. LOWE

B. BROOKS AYE

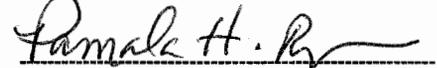
D. PARDO AYE

J. DAVIS AYE

C. THOMAS AYE

S. LOWE AYE

REVIEWED AS TO LEGAL SUFFICIENCY



PAMALA HANNA RYAN, CITY ATTORNEY

DATE: 2/5/13

RESOLUTION NO. 20-13

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF RIVIERA BEACH, PALM BEACH COUNTY, FLORIDA, APPROVING THE FIRST AND SECOND AMENDMENTS TO THE PURCHASE AND SALE AGREEMENT FOR THE ACQUISITION OF PROPERTY LOCATED AT 1481 W. 15TH STREET, RIVIERA BEACH, FLORIDA AND RATIFYING THE EXECUTION OF THE DOCUMENTS BY THE CITY MANAGER; AUTHORIZING THE CITY MANAGER TO EXECUTE THE ORIGINAL PURCHASE AND SALE AGREEMENT AND THE CLOSING DOCUMENTS RELATED TO THE PROPERTY; AND PROVIDING AN EFFECTIVE DATE.

WHEREAS, on November 7, 2012, the City Council authorized the acquisition of property located at 1481 W. 15th Street, Riviera Beach, Florida, from GEU Real Estate, LLC (GEU);

WHEREAS, on December 17, 2012, the City Council requested and received a 45 day extension of the due diligence period for the purchase of the property from GEU, requiring an amendment to the Purchase and Sale Agreement; and

WHEREAS, the City Manager executed the Amendment on behalf of the City extending the inspection period from December 21, 2012, to February 4, 2013 and the closing date from December 28, 2012, to February 11, 2013; and

WHEREAS, during the due diligence period City staff and City-hired construction professionals noted improvements and upgrades needed for the GEU property; and

WHEREAS, GEU agreed to make the necessary improvements and upgrades to the property as outlined in the Second Amendment to the Purchase and Sale Agreement; and

WHEREAS, on February 4, 2013, the City Manager executed the Second Amendment to the Purchase and Sale Agreement for the benefit of the City, said action now requiring ratification of the City Council; and

WHEREAS, the Mayor has refused to sign any of the documents related to the purchase of the property and the City Manager is therefore requesting authorization from City Council to execute the property acquisition paperwork on behalf of the City.

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

SECTION 1. The City Council approves the First and Second Amendments to the Purchase and Sale Agreement for property located at 1481 W. 15th Street, Riviera Beach, Florida and hereby ratifies the execution of the documents by the City Manager.

SECTION 2. That the City Council authorizes the City Manager to execute the Original Purchase and Sale Agreement and the closing documents on behalf of the City.

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

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APPROVED:

THOMAS A. MASTERS
MAYOR

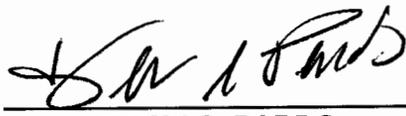


BILLIE E. BROOKS
CHAIRPERSON

ATTEST:

 2/6/13

CARRIE E. WARD
MASTER MUNICIPAL CLERK
CITY CLERK



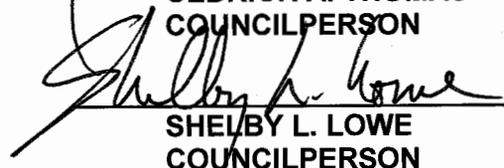
DAWN S. PARDO
CHAIR PRO TEM



JUDY L. DAVIS
COUNCILPERSON



CEDRICK A. THOMAS
COUNCILPERSON



SHELBY L. LOWE
COUNCILPERSON

MOTIONED BY: J. DAVIS

SECONDED BY: S. LOWE

B. BROOKS AYE

J. DAVIS AYE

C. THOMAS AYE

D. PARDO NAY

S. LOWE AYE

REVIEWED AS TO LEGAL SUFFICIENCY

PAMALA HANNA RYAN, CITY ATTORNEY

DATE: _____

**RESOLUTION NO. 21-13
WAS OMITTED**

RESOLUTION NO. 22-13

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF RIVIERA BEACH, PALM BEACH COUNTY, FLORIDA, APPROVING THE MARINA DISTRICT CONCEPTUAL MASTER PLAN PROVIDED BY VIKING DEVELOPERS, LLC, IN ACCORDANCE WITH THE SEPTEMBER 5, 2012, DEVELOPMENT OF NOTICED ELEMENTS AGREEMENT AND INTEGRATED PLAN; AND PROVIDING FOR AN EFFECTIVE DATE.

WHEREAS, the City desires to have a unified long-range plan for development and redevelopment of the Marina District, which integrates ideologies of residents and stakeholders; and

WHEREAS, the Citizens' Master Plan was approved on January 30, 2008, combining urban design principles with community input, creating a Citizens' Plan for the Marina District; and

WHEREAS, the City's Comprehensive plan was adopted on May 19, 2010, and amended on October 6, 2010, providing guidance for future development in the Community Redevelopment Area; and

WHEREAS, the Community Redevelopment Plan was found to be in compliance with the City's 2010 Comprehensive Plan and approved on July 20, 2011, directing future development within the Marina District; and

WHEREAS, Live Work Learn Play, Inc., consultant for Viking Developers, LLC, completed a thorough strategic assessment of the region, specifically for the Marina District, in January of 2012; and

WHEREAS, on September 5, 2012, the City, the Riviera Beach Community Redevelopment Agency (CRA) and Viking Developers, LLC, entered into a joint party agreement, known as the Development of Noticed Elements Agreement and Integrated Plan; and

WHEREAS, the CRA held several open house sessions to review the Marina District Conceptual Master Plan on January 22, 23, 24, 28 and February 5, 2013; and

WHEREAS, a Joint Public Workshop to present the Marina District Conceptual Master Plan to the City Council, CRA Board, Planning and Zoning Board, as well as residents and stakeholders was held on January 30, 2013; and

RESOLUTION NO. 22-13
PAGE 2

WHEREAS, City staff has reviewed the Marina District Conceptual Master Plan attached hereto as "Exhibit A", and has found that it is consistent with the 2008 Citizens' Master Plan, the City's 2010 Comprehensive Plan, and the 2011 Community Redevelopment Plan; and

WHEREAS, the Planning and Zoning Board reviewed the Marina District Conceptual Master Plan on February 14, 2013, and unanimously recommended approval of the Plan to the City Council; and

WHEREAS, the City Council finds that the Marina District Conceptual Master Plan, attached hereto as "Exhibit A", is consistent with the 2008 Citizens' Master Plan, the City's 2010 Comprehensive Plan and the 2011 Community Redevelopment Plan; and

WHEREAS, being that the City Council finds the Marina District Conceptual master Plan in harmony with the aforesaid plans, the City Council desires to approve the Plan.

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 approves the Marina District Conceptual Master Plan, attached hereto as "Exhibit A".

SECTION 2. This Resolution shall take effect immediately upon approval.

PASSED and APPROVED this 27th day of February, 2013.

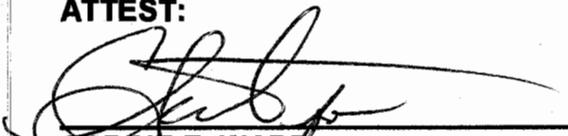
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APPROVED:


THOMAS A. MASTERS
MAYOR


BILLIE E. BROOKS
CHAIRPERSON

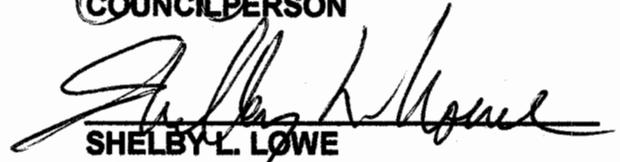
ATTEST:


CARRIE E. WARD
MASTER MUNICIPAL CLERK
CITY CLERK


DAWN S. PARDO
CHAIR PRO TEM


CEDRICK A. THOMAS
COUNCILPERSON


JUDY L. DAVIS
COUNCILPERSON


SHELBY L. LOWE
COUNCILPERSON

MOTIONED BY: J. Davis

SECONDED BY: D. Pardo

B. BROOKS aye

J. DAVIS aye

C. THOMAS aye

D. PARDO aye

S. LOWE aye

REVIEWED AS TO LEGAL SUFFICIENCY


PAMALA HANNA RYAN, CITY ATTORNEY

DATE: 2/27/13