

RESOLUTION NO. 30-10

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 WITH DR. SCOTT MCFARLAND/TEAMHEALTH SOUTHEAST FOR THE PROVISION OF MEDICAL DIRECTOR SERVICES FOR THE CITY'S PARAMEDICS, EMT'S AND LIFEGUARDS; AUTHORIZING THE FINANCE DIRECTOR TO MAKE PAYMENT IN THE AMOUNT OF \$2,000.00 PER MONTH; AND PROVIDING FOR AN EFFECTIVE DATE.

WHEREAS, the Fire Department is licensed by the State of Florida to provide Advanced Life Support Emergency Medical Services to its citizens and visitors; and

WHEREAS, the Fire Department is required by Florida State Statutes and the Florida Administrative Code to contract with a State Licensed Physician for the provision of Medical Services; and

WHEREAS, Dr. Scott McFarland/TEAMHealth Southeast has provided services to the City for the past three years and wishes to continue providing these services 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 Mayor and City Clerk are authorized to execute an agreement with Dr. Scott McFarland/TEAMHealth Southeast for the provision of Emergency Medical Direction services for the City's Paramedics EMT's and Lifeguards.

Section 2: The Finance Director is authorized to make payment to Dr. Scott McFarland/TEAMHealth Southeast in the amount of \$2,000.00 per month to be paid in monthly installments for the duration of the agreement.

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

RESOLUTION NO. 30-10

PAGE 2

APPROVED:



THOMAS A. MASTERS
MAYOR



BILLIE E. BROOKS
COUNCILPERSON

ATTEST:



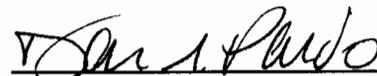
CARRIE E. WARD
MASTER MUNICIPAL CLERK
CITY CLERK



JUDY L. DAVIS
COUNCILPERSON



CEDRICK A. THOMAS
COUNCILPERSON



DAWN S. PARDO
COUNCILPERSON



SHELBY L. LOWE
COUNCILPERSON

MOTIONED BY: B. Brooks

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: 3/18/10

MEDICAL DIRECTOR AGREEMENT

THIS AGREEMENT is dated as of the 7 day of April in the year 2010 by and between the City of Riviera Beach (CITY) and InPhyNet Contracting Services, Inc., d/b/a TEAMHealth Southeast, whose address is 14050 Northwest 14th Street, Suite 190, Fort Lauderdale, Florida 33323.

The CITY and TEAMHealth Southeast, in consideration of the mutual covenants hereinafter set forth, agree as follows:

ARTICLE 1: MEDICAL DIRECTOR

- 1.1 MEDICAL DIRECTOR shall mean Scott McFarland, M.D.

ARTICLE 2: WORK

TEAMHealth Southeast shall provide services of MEDICAL DIRECTOR as an independent contractor as specified or indicated in Florida Statutes 401, Florida Administrative Code 64E, and provisions contained herein, including but not limited to:

- 2.1 MEDICAL DIRECTOR shall be the sole Medical Director of Emergency Medical Services for the CITY. MEDICAL DIRECTOR may designate another qualified medical doctor (as per Florida Statutes) to serve as acting Medical Director in periods of his absence. The City must be notified in writing at least 7 days in advance of such periods.
- 2.2 MEDICAL DIRECTOR shall be directly responsible to the CITY'S Fire Chief. Administrative control of the CITY'S emergency medical services will remain vested in the Fire Chief. MEDICAL DIRECTOR shall report directly to the CITY'S Fire Chief on all matters pertaining to the CITY'S emergency medical services.
- 2.3 MEDICAL DIRECTOR or his designee will be available 24 hours a day by telecommunications and provide a 24 hour contact number.
- 2.4 MEDICAL DIRECTOR shall comply with all state, county, and Department of Health regulations regarding emergency medical direction, advanced life support, basic life support, and emergency medical services.
- 2.5 MEDICAL DIRECTOR solely maintains the right to set all standards and protocols regarding patient care including but not limited to determination of any employee's eligibility to perform patient care under the direction of MEDICAL DIRECTOR.
- 2.6 MEDICAL DIRECTOR shall oversee and provide medical direction for the paramedics, emergency medical technicians, and lifeguards working for the CITY, and the Emergency Medical Dispatch program.
- 2.7 MEDICAL DIRECTOR shall develop and review standing orders and protocols.

MEDICAL DIRECTOR is responsible for the medical correctness of any standing orders that he authorizes for use by the CITY'S paramedics, emergency medical technicians, lifeguards, and emergency medical dispatch.

- 2.8 MEDICAL DIRECTOR shall develop and review transport policies (including trauma) and recommend any changes necessary for such policies to conform to applicable medical standards for triage.
- 2.9 MEDICAL DIRECTOR will oversee and approve a continuing medical education program for paramedics and emergency medical technicians under his supervision.
- 2.10 MEDICAL DIRECTOR shall oversee and approve a medical quality improvement program for emergency medical services provided by the CITY. The program shall include, but not limited to, a prompt review of run reports, direct observation, and comparison of performance standards for drugs, equipment, system protocols, and procedure.
- 2.11 MEDICAL DIRECTOR shall conduct direct field observation by participating as a crewmember on an EMS vehicle a minimum of 4 hours per quarter, for a total of 16 hours per year.
- 2.12 MEDICAL DIRECTOR shall review and approve security procedures for medications, fluids, and controlled substances maintained by the CITY.

ARTICLE 3: CONTRACT TIME

- 3.1 The term of this contract shall be from April 7th, 2010, through April 6th, 2013.
- 3.2 This agreement may be terminated immediately for breach of any covenants contained herein.
- 3.3 Either party may terminate this agreement for any reason upon providing 30 days notice to the other party.
- 3.4 All notices hereunder shall be in writing and delivered in person, by telecopy or by certified mail to the following:

MEDICAL DIRECTOR
Scott McFarland, M.D.
5559 Whirlaway Road
Palm Beach Gardens, FL 33418

TEAMHealth Southeast
14050 Northwest 14th Street,
Suite 190
Ft. Lauderdale, Florida 33323.

Troy F. Perry, Fire Chief
City of Riviera Beach Fire Rescue
600 West Blue Heron Boulevard
Riviera Beach, FL 33404

Either party may change its notice address by providing the other written notice as set forth above.

ARTICLE 4: CONTRACT PRICE

- 4.1 CITY shall pay TEAMHealth Southeast for performance of work by MEDICAL DIRECTOR in accordance with this agreement in the amount of \$2,000.00 per month for the remainder of the agreement.
- 4.2 CITY shall reimburse MEDICAL DIRECTOR up to \$250.00 for costs of attendance of continuing medical education courses in prehospital emergency medical care. Courses must be approved by the Fire Chief prior to reimbursement.
- 4.3 CITY shall provide clerical, administrative material and any necessary support to allow MEDICAL DIRECTOR to carry out duties outlined in this document.

ARTICLE 5: PAYMENT PROCEDURES

- 5.1 MEDICAL DIRECTOR shall receive compensation in the amount of \$2,000.00 per month. All payments are due the 10th of each month.

ARTICLE 6: MEDICAL DIRECTORS'S REPRESENTATIONS

In order to induce CITY to enter into this Agreement, MEDICAL DIRECTOR makes the following representations:

- 6.1 MEDICAL DIRECTOR has familiarized himself with the nature and extent of the work, locality, and with all local conditions and federal, State and local laws ordinances, rules, policies, and regulations that in any manner affect cost, progress, or performance of work.
- 6.2 TEAMHealth Southeast shall provide Medical Professional Liability Insurance in the amount of one million dollars per occurrence and three million dollars per annual aggregate, for MEDICAL DIRECTOR'S services pursuant to this Agreement and shall provide documentation.
- 6.3 MEDICAL DIRECTOR is properly licensed in the State of Florida.
- 6.4 MEDICAL DIRECTOR IS CERTIFIED IN Advanced Cardiac Life Support and is Board Certified in Emergency Medicine. (ABEM, BCEM, AOBEM)
- 6.5 MEDICAL DIRECTOR maintains official privilege and affiliation with at least one hospital serving Palm Beach County.

ARTICLE 7: CONTRACT DOCUMENTS

The Contract Documents, which comprise the entire agreement between CITY and MEDICAL DIRECTOR, are made a part hereof and consist of the following:

- 7.1 This agreement
- 7.2 Certificate of Insurance (including endorsements).

7.3 Proof of Florida licenses as a Medical Doctor

There are no Contract Documents other than those listed above in this Article 7. The Contract Documents may only be altered, amended or repealed by a written modification.

ARTICLE 8: MISCELLANEOUS

- 8.1 No assignments by a party hereto of any rights under or interests in the Contract Documents will be binding on another party hereto without the written consent of the party sought to be bound and any such assignment shall be void and of no effect. This includes, but without limitation, to monies that may become due and monies that are due may not be assigned without such consent (except to the extent that the effect of this restriction may be limited by law), and unless specifically stated to the contrary in any written consent to an assignment, no assignment will release or discharge the assignor from duty or responsibility under the Contract Documents.
- 8.2 To the fullest extent permitted by law, TEAMHealth Southeast shall indemnify by insurance or otherwise hold harmless and defend (provide and pay for legal defense) the CITY, and each of their officers, agents, and employees from and against all claims, damages, losses, expenses and other costs, and costs and attorney' fees on appeal arising directly out of or resulting from or in connection with the performance of the work, both on and off the job, provided that any of the foregoing is attributed to personal injury, bodily injury, sickness, disease or death, or to injury to or destruction of tangible property (other than the work itself), or caused by any act or omission of MEDICAL DIRECTOR or anyone directly or indirectly employed by TeamHealth Southeast.
- 8.3 CITY and MEDICAL DIRECTOR each binds itself, any partners, successors, assigns and legal representatives to the other party hereto, partners, successors, assigns and legal representatives in respect to all covenants, agreements and obligations contained in the Contract Documents.

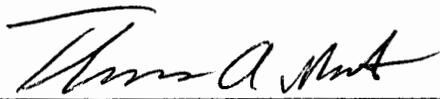
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IN WITNESS WHEREOF, the parties hereto have signed three copies of this agreement. At least one counterpart each has been delivered to CITY and MEDICAL DIRECTOR.

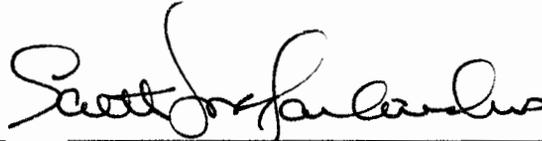
This agreement is to be effective on April 7th, 2010.

CITY

MEDICAL DIRECTOR



THOMAS A. MASTERS, MAYOR



**SCOTT MCFARLAND,
TEAMHEALTH SOUTHEAST
MEDICAL DIRECTOR**

(MUNICIPAL SEAL)

TEAMHEALTH SOUTHEAST DESIGNEE

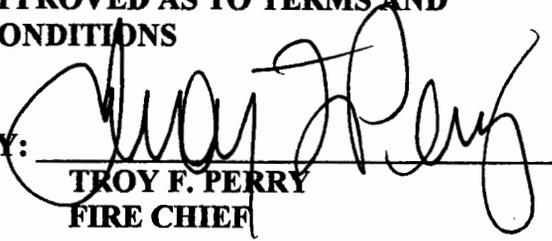
ATTEST:



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

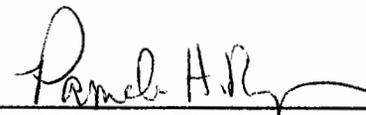
**APPROVED AS TO TERMS AND
CONDITIONS**

BY:



**TROY F. PERRY
FIRE CHIEF**

**APPROVED AS TO FORM AND
LEGAL SUFFICIENCY**

BY: 
**PAMALA H. RYAN
CITY ATTORNEY**

Date: 3/18/10

RESOLUTION NO. 31-10

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF RIVIERA BEACH, PALM BEACH COUNTY, FLORIDA, APPROVING THE SUBMISSION OF THE GRANT APPLICATION TO PARTICIPATE IN THE FLORIDA DEPARTMENT OF EDUCATION SUMMER FOOD SERVICE PROGRAM COMMENCING JUNE 07, 2010 THROUGH AUGUST 13, 2010; AUTHORIZING THE MAYOR AND CITY CLERK TO EXECUTE THE AGREEMENT ON BEHALF OF THE CITY OF RIVIERA BEACH; AND AUTHORIZING THE FINANCE DIRECTOR TO SET UP A BUDGET IN THE AMOUNT OF \$38,127.00 IN THE SUMMER FOOD GRANT FUND (137); APPROVAL FOR STAFF TO PIGGYBACK OFF PALM BEACH COUNTY'S VENDOR TO SUPPLY MEALS FOR THE SUMMER FOOD SERVICE PROGRAM; AND PROVIDING AN EFFECTIVE DATE.

WHEREAS, the City of Riviera Beach Recreation Department provides an annual Summer Program for up to 300 youths ages 5 to 13; and

WHEREAS, the City is desirous of offering free nutritious meals to all participants of the Summer Camp Program; and

WHEREAS, the Florida Department of Education, Summer Food Service program for Children provides a Grant to subsidize the cost of meals for the program.

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

SECTION 1. That the City Council hereby approves the submission of the Grant Application, which is estimated in the amount of \$38,127.00 to participate in the Florida Department of Education Summer Food Service Program to subsidize the cost of meals served during the operation of the Summer Youth Program.

SECTION 2. That the Mayor and City Clerk are authorized to execute the Agreement on behalf of the City of Riviera Beach in compliance with the Grant Application.

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SECTION 3. That the Finance Director is authorized to set up a budget in the Summer Food Grant Fund as follows:

REVENUE:

137-00-334516	Summer Food Grant 2009	\$38,127.00
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EXPENDITURES:

137-1232-572-0-1201	Salaries	\$22,428.00
137-1232-572-0-3406	Contract Services	15,199.00
137-1232-572-0-5201	Operational Supplies	500.00
		<hr/>
		\$ 38,127.00

SECTION 4. That staff is authorized to piggyback off of Palm Beach County's vendor to supply meals for the Summer Food Service Program.

SECTION 5: That this Resolution shall take effect its passage and approval by City Council.

APRIL 7, 2010

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APPROVED:



THOMAS A. MASTERS
MAYOR

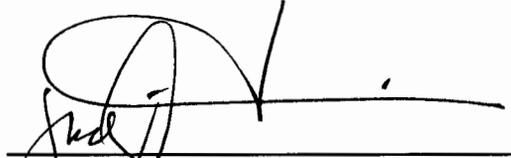


BILLIE E. BROOKS
COUNCILPERSON

ATTEST:



CARRIE E. WARD
MASTER MUNICIPAL CLERK
CITY CLERK



JUDY L. DAVIS
COUNCILPERSON



CEDRICK A. THOMAS
COUNCILPERSON



DAWN S. PARDO
COUNCILPERSON



SHELBY L. LOWE
COUNCILPERSON

MOTIONED BY: B. Brooks

SECONDED BY: C. Thomas

B. BROOKS aye

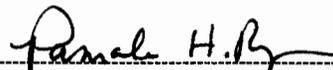
J. DAVIS aye

C. THOMAS aye

D. PARDO aye

S. LOWE aye

REVIEWED AS TO LEGAL SUFFICIENCY



PAMALA HANNA RYAN, CITY ATTORNEY

DATE: 3/29/10

RESOLUTION NO. 32-10

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF RIVIERA BEACH, PALM BEACH COUNTY, FLORIDA, AWARDING THE BID FOR LITTLE BLUE HERON BRIDGE LIGHTING TO TORRES ELECTRICAL SUPPLY COMPANY OF STUART, FLORIDA IN THE AMOUNT OF \$125,708.41; AUTHORIZING THE MAYOR AND CITY CLERK TO EXECUTE THE CONTRACT; AUTHORIZING THE FINANCE DIRECTOR TO MAKE PAYMENT FOR SAME FROM ACCOUNT NO. 310-0716-5411-6355; AND PROVIDING FOR AN EFFECTIVE DATE.

WHEREAS, the City of Riviera Beach desires to install decorative street lights on Little Blue Heron Bridge over the Intracoastal Waterway; and

WHEREAS, the bids for supplying poles, fixture, arms and brackets were opened on February 19, 2010 and Torres Electrical Supply Company of Stuart, Florida was the lowest responsible bidder.

WHEREAS, the Little Blue Heron Bridge is currently being reconstructed by FDOT contractor; and

WHEREAS, it will be cost effective for the City to have the decorative lights on the Little Blue Heron Bridge installed while it is under construction.

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

SECTION 1. The bid for the Little Blue Heron Bridge Lighting project is awarded to Torres Electrical Supply Company in the amount of \$125,708.41.

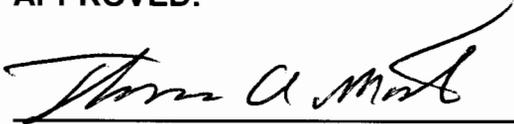
SECTION 2. The Mayor and City Clerk are authorized to execute the contract.

SECTION 3. The Finance Director is authorized to make payment of \$125,708.41 from account number 310-0716-5411-6355.

SECTION 4. This Resolution shall become effective upon its passage.

PASSED AND APPROVED this 7 day of April, 2010.

APPROVED:



THOMAS A. MASTERS
MAYOR



BILLIE E. BROOKS
COUNCILPERSON

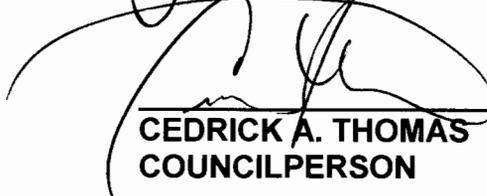
ATTEST:



CARRIE E. WARD
MASTER MUNICIPAL CLERK
CITY CLERK



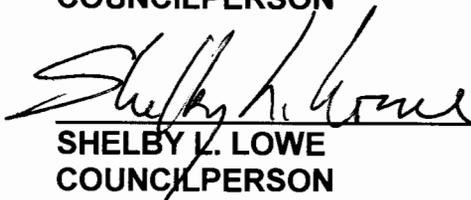
JUDY L. DAVIS
COUNCILPERSON



CEDRICK A. THOMAS
COUNCILPERSON



DAWN S. PARDO
COUNCILPERSON



SHELBY L. LOWE
COUNCILPERSON

MOTIONED BY: B. BROOKS

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: _____

PURCHASE CONTRACT

THIS CONTRACT made and entered into this 7 day of April, 2010 by and between Torres Electrical Supply Company, hereinafter referred to as "**Independent Contractor**," whose mailing address is 3190 S.E. Dominica Terrace, Stuart, Florida 34997(FID # 57-0528722) and the **CITY OF RIVIERA BEACH, FLORIDA**, a municipal corporation, hereinafter referred to as "**City**" whose address is 600 West Blue Heron Boulevard, Riviera Beach, Florida, 33404.

WHEREAS, the City solicited bids for furnishing street light poles, fixtures, arms, and brackets; and

WHEREAS, the Independent Contractor is the low responsible bidder for providing the street light poles, fixtures, arms, and brackets.

In consideration of the mutual covenants and promises set forth herein, the parties to this Contract do hereby agree as follows:

1. The City agrees to purchase street light poles, fixtures, arms and brackets from the Independent Contractor. The specifications for the project are more specifically set out in the Bid documents attached as Exhibit "A".
2. Independent Contractor agrees to be bound by all the terms and conditions as set forth in the Bid.
3. To the extent that there exists a conflict between the Bid and this Contract, 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.
4. Independent Contractor shall furnish the items within eighty (80) days from the date of receipt of a Notice To Proceed issued by the City.
5. If the contract work is not fully complete according to the terms of this Contract within the limits herein stipulated, the Independent Contractor shall pay the City, not as a penalty, but as liquidated damages, a sum equal to two hundred dollars (\$200) for each day elapsing between expiration of such time limit and the date of full completion, providing, however, that the time limits herein stated are subject to extension without payment of damages, as provided in section 21, herein.
6. The City agrees to compensate the Independent Contractor in the amount of one hundred twenty five thousand seven hundred eight dollars and forty one cents (\$125,708.41), as set forth in more detail in Exhibit "A". The total and cumulative amount of this contract shall not exceed the amount of funds annually budgeted for these services. The City shall not reimburse the Independent Contractor for any travel costs incurred as a direct result of the Independent Contractor providing deliverables to the City in pursuance of the scope of work contained in herein or in an exhibit.
7. This Contract may be terminated by either party with or without cause upon thirty (30) days prior written notice. In the event that the City terminates this Contract, for any reason whatsoever, the Independent Contractor understands and agrees that it shall not receive any further compensation beyond the termination date. This shall be true even where there are remaining months under the terms of this Contract.
8. Independent Contractor hereby represents that it has complied and shall continue to comply with all applicable Federal and State statutes and local ordinances. Further, Independent Contractor shall be solely responsible for obtaining and complying with all necessary permits, approvals and authorizations, required for the work to be performed pursuant to the terms of this Contract from any federal, state, regional, county, or city agency.
9. The Independent Contractor represents that it has, or will secure at its own expense, all necessary personnel, equipment and materials required to perform the services under this Contract. Such personnel shall not be employees of or have any contractual relationship with the City.

10. All of the services required hereunder shall be performed by the Independent Contractor 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.

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

12. All of the Independent Contractor's personnel (and all Subcontractors) while on City premises will comply with all City requirements governing conduct, safety and security.

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

14. Prior to execution of this Contract by the City the Independent Contractor shall provide certificates evidencing insurance coverages 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 Independent Contractor has obtained insurance of the type, amount, and classification as required for strict compliance with this 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 Independent Contractor of its liability and obligations under this Contract.

15. The Independent Contractor shall maintain, during the life of this Contract, commercial general liability, including contractual liability insurance in the amount of \$500,000 per occurrence to protect the Independent Contractor 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 Independent Contractor or by anyone directly employed by or contracting with the Independent Contractor.

16. The Independent Contractor shall maintain, during the life of this Contract, comprehensive automobile liability insurance in the minimum amount of \$500,000 combined single limit for bodily injury and property damages liability to protect the Independent Contractor 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 rented automobiles whether such operations be by the Independent Contractor or by anyone directly or indirectly employed by the Independent Contractor.

17. Eighty (80) calendar days from the receipt of Notice to Proceed to deliver the lights, poles and brackets.

18. The Independent Contractor shall indemnify and save harmless and defend the City, its agents, servants, and employees from and against any and all claims, liability, losses, and/or causes of action which may arise from any negligent act or omission of the Independent Contractor, its agents, servants, or employees in the performance of services under this Contract.

19. The Independent Contractor further agrees to indemnify, save harmless and defend the City, its agents, servants 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 Independent Contractor not included in the paragraph above and for which the City, its agents, servants or employees are alleged to be liable. Nothing contained in this provision shall be construed or interpreted as consent by the City to be sued, nor as a waiver of sovereign immunity beyond the waiver provided in Section 768.28, Florida Statutes.

20. The Independent Contractor 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 Independent Contractor 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 Independent Contractor's request, the City shall consider the facts and extent of any failure to perform the work and, if the Independent Contractor's failure to perform was without it or its subcontractors fault or negligence, as determined by the City, 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 Independent Contractor 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 contractor 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 Independent Contractor's control, or by delay authorized by the Engineer pending negotiation or by any cause which the Engineer shall decide justifies the delay, then the time of completion shall be extended for any reasonable time the City may decide. In the case of continuing cause of delay, only one (1) claim is necessary.

22. The Independent Contractor 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.

23. The City reserves the right to make changes in the scope of work, including alterations, reductions therein or additions thereto. Upon receipt by the Independent Contractor of the City's notification of a contemplated change, the Independent Contractor 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 effect the Independent Contractor's ability to meet the completion dates or schedules of this Contract. If the City so instructs in writing, the Independent Contractor shall suspend work on that portion of the work affected by a contemplated change, pending the City's decision to proceed with the change.

24. If the City elects to make the change, the City shall initiate a Contract Amendment and the Independent Contractor shall not commence work on any such change until such written amendment is signed by the Independent Contractor and approved and executed by the City Manager for the City.

25. All materials and/or work to be furnished and/or installed by the Independent Contractor under this Contract shall be guaranteed by the Independent Contractor for a period of one year from the date of final acceptance thereof by the City against defects in design, workmanship, or materials. Upon receipt of notice from the City of failure or defect of any part covered under such warranty/guaranty period, the affected part, parts, or materials shall be replaced promptly with new parts or materials by the Independent Contractor at no expense to the City. In the event the Independent Contractor fails to make the necessary repairs or replacements within 30 days after notification by the City, the City may accomplish the work at the expense of the Independent Contractor.

26. The Independent Contractor shall continuously maintain adequate protection of all work from damage, and shall protect such work and the City' property from injury or loss arising during the term of the Contract. Except for any such damage, injury, or loss which may be directly due to errors caused by the City or employees of the City, the Independent Contractor shall adequately protect adjacent property, as provided by the law, and shall provide guard fences, lights, and any other necessary materials to carry out such protection.

27. Until acceptance of the work by the City, the City's property shall be under the charge and care of the Independent Contractor and the Independent Contractor shall take every necessary precaution against injury or damage to the work by the action of elements or from any other cause whatsoever, and the Independent Contractor shall repair, restore and make good, without additional charge any work occasioned by any of the above causes before its completion and acceptance by the City.

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

29. 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

29. If any action, whether in law, equity or otherwise, is brought for any dispute, disagreement, or issue of construction, declaration 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, the successful or prevailing party or parties shall be entitled to recover reasonable attorney's fees, court costs and all expenses (including taxes) even if not taxable as court costs (including, without limitation, all such fees, costs and expenses incident to appeals), incurred in that action or proceeding, in addition to any other relief to which such party or parties may be entitled.

30. Time is of the essence in all respects under this Contract.

31. 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.

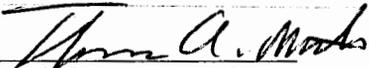
SIGNATURES ON FOLLOWING PAGE

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

TORRES ELECTRICAL SUPPLY COMPANY

BY: 
THOMAS A. MASTERS
MAYOR

BY: 
JOHN DUNN, INDUSTRIAL SALES

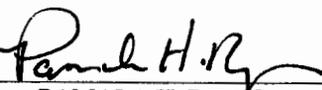
ATTEST:

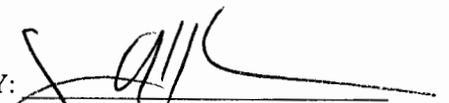
(SEAL)

BY: 
CARRIE E. WARD, MMC
CITY CLERK

APPROVED AS TO FORM AND
LEGAL SUFFICIENCY

APPROVED AS TO TERMS AND
CONDITIONS

BY: 
PAMALA H. RYAN
CITY ATTORNEY

BY: 
MARY MCKINNEY
DIR. COMMUNITY DEVELOPMENT

DATE: 3/31/10

EXHIBIT "A"

BID PROPOSAL

You are invited

to Bid in the Following: **LITTLE BLUE HERON BRIDGE LIGHTING**

The bidder having examined the plans for this project, prepared by Techno Engineering, Inc., and the terms and conditions herein, proposes to furnish:

Item No.	Quantity	Unit	Description	Unit Price	Total
1	10	EA	Concrete poles with banner arms and integral receptacles.	\$2,884.30	\$28,843.00
2	9	EA	Concrete poles.	\$2,326.87	\$20,941.83
3	4	EA	Aluminum poles with banner arms and integral receptacles	\$3,896.87	\$15,587.48
4	4	EA	Aluminum poles.	\$3,257.62	\$13,030.48
5	27	EA	Arm brackets.	\$632.09	\$17,066.43
6	27	EA	Lighting fixtures and bulbs.	\$1,119.97	\$30,239.19

Materials must be delivered on-site at Phil Foster Park located at 900 East Blue Heron Blvd., or at City Hall at 600 West Blue Heron Blvd.

TOTAL \$ 125,708.41

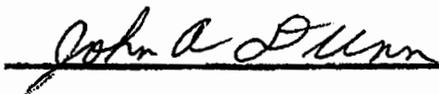
Submitted by: Torres Electrical Supply Company February 19, 2010
Contractor Date

Address: 3190 S.E. Dominica Terrace Stuart Florida 34997

Telephone: 772-286-5049

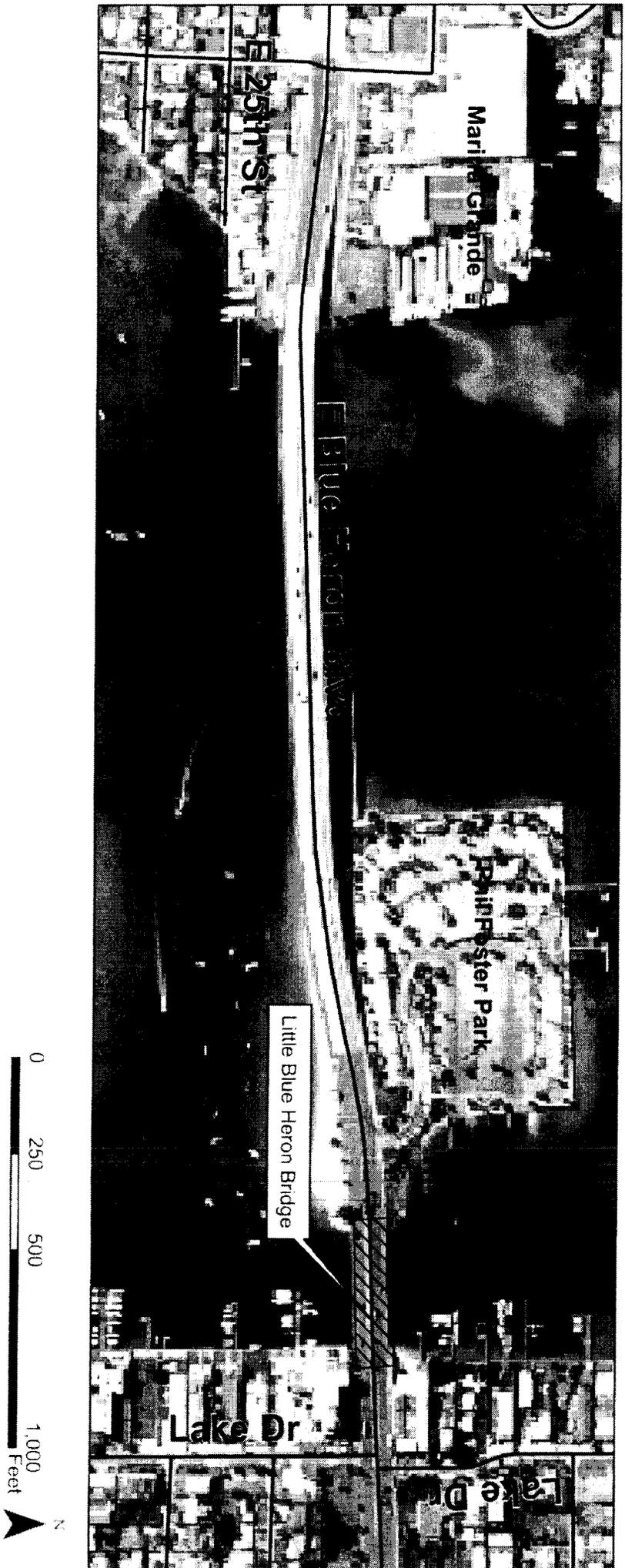
Fax: 772-286-5496

E-mail: Jdunn@torreselectrical.com

Signature: 

Bid bond 5% required if bid amount exceeds \$50,000.00

Little Blue Heron Bridge Lighting



RESOLUTION NO. 33-10

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF RIVIERA BEACH, PALM BEACH COUNTY, FLORIDA, ADOPTING FEES TO IMPLEMENT THE CERTIFICATE OF USE ORDINANCE; AND PROVIDING FOR AN EFFECTIVE DATE.

WHEREAS, Section 166.201, Florida Statutes, provides the City Council with the authority to collect fees necessary to conduct municipal government; and

WHEREAS, on April 7, 2010, the City Council adopted a Certificate of Use Ordinance (COU); and

WHEREAS, a fee schedule is needed to implement the COU ordinance as set out in the ordinance.

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

SECTION 1. That the below "Certificate of Use fee schedule" is established and may be amended from time to time:

Certificate of use application fee...\$50.00
Code compliance inspection fee...\$50.00
Community Development inspection fee...\$50.00
Reinspection fee...\$50.00
Certificate of use yearly renewal fee...\$50.00

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

PASSED and APPROVED this 7 day of April, 2010.

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APPROVED:

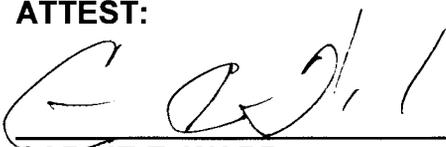


THOMAS A. MASTERS
MAYOR



BILLIE E. BROOKS
COUNCILPERSON

ATTEST:



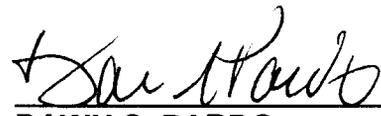
CARRIE E. WARD
MASTER MUNICIPAL CLERK
CITY CLERK



JUDY L. DAVIS
COUNCILPERSON



CEDRICK A. THOMAS
COUNCILPERSON



DAWN S. PARDO
COUNCILPERSON



SHELBY L. LOWE
COUNCILPERSON

MOTIONED BY: B. BROOKS

SECONDED BY: C. THOMAS

B. BROOKS AYE

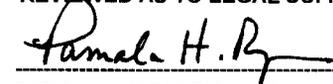
J. DAVIS AYE

C. THOMAS AYE

D. PARDO AYE

S. LOWE AYE

REVIEWED AS TO LEGAL SUFFICIENCY



PAMALA HANNA RYAN, CITY ATTORNEY

DATE: 3/29/10

RESOLUTION NO. 34-10

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF RIVIERA BEACH, PALM BEACH COUNTY, FLORIDA, APPROVING THE MAYOR AND CITY CLERK TO EXECUTE A THREE (3) YEAR AGREEMENT COMMENCING APRIL 8, 2010 TO PROVIDE POLICE SERVICES TO THE MARSH HARBOUR COMMUNITY DEVELOPMENT DISTRICT; AUTHORIZING THE FINANCE DIRECTOR TO ACCEPT QUARTERLY PAYMENTS IN THE AMOUNT OF \$22,500.87 FOR THREE (3) YEARS; AND PROVIDING AN EFFECTIVE DATE.

WHEREAS, at this time, the Marsh Harbour Community Development District seeks to continue to improve the level of security for its residents and property; and

WHEREAS, in partnership with the Marsh Harbour Community Development District, the Riviera Beach Police Department is prepared to continue an Interlocal Agreement and to provide police services specific to the needs of the Marsh Harbour Community Development District; and

WHEREAS, the City of Riviera Beach is willing and able to provide police services to the Marsh Harbour Community Development District

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

SECTION 1: The Mayor and City Clerk are authorized to execute an Interlocal Agreement with the Marsh Harbour Community Development District.

SECTION 2: The Finance Director is authorized to accept quarterly payments in the amount of \$22,500.87 for a period of three (3) years.

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

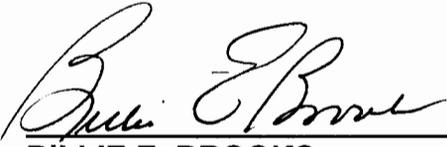
PASSED and APPROVED this 7 day of April, 2010.

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RESOLUTION NO. 34-10
PAGE 2

APPROVED:

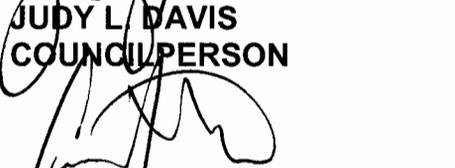

THOMAS A. MASTERS
MAYOR

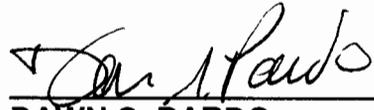

BILLIE E. BROOKS
COUNCILPERSON

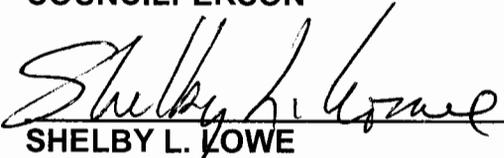
ATTEST:


CARRIE E. WARD
MASTER MUNICIPAL CLERK
CITY CLERK


JUDY L. DAVIS
COUNCILPERSON


CEDRICK A. THOMAS
COUNCILPERSON


DAWN S. PARDO
COUNCILPERSON


SHELBY L. LOWE
COUNCILPERSON

MOTIONED BY: B. BROOKS

SECONDED BY: C. THOMAS

B. BROOKS AYE

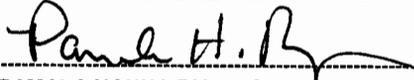
J. DAVIS AYE

C. THOMAS AYE

D. PARDO AYE

S. LOWE AYE

REVIEWED AS TO LEGAL SUFFICIENCY


PAMALA HANNA RYAN, CITY ATTORNEY

DATE: 3/30/10

AGREEMENT FOR POLICE SERVICES

This Agreement is made the 7 day of April, 2010, by and between the Marsh Harbour Community Development District, a unit of special purpose local government established pursuant to Chapter 190, Florida Statutes (hereinafter the "District"), and the City of Riviera Beach, a Florida municipal corporation (hereinafter the "City"), existing under the laws of the State of Florida.

WITNESSETH:

WHEREAS, the District is a community development district established by City Ordinance No. 2992, with authority to provide certain public infrastructure improvements and services, including security improvements and services, within the community known as "Marsh Harbour" located in the City; and

WHEREAS, a need exists within the Marsh Harbour community for commissioned law enforcement presence differing in nature from the other areas of the City; and

WHEREAS, the City is willing and able to provide this unique presence to the Marsh Harbour community upon the terms set forth herein, which presence will benefit both the City and the residents of the Marsh Harbour community; and

WHEREAS, the District is willing to fund the costs of the City providing such unique law enforcement presence within the Marsh Harbour community;

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

1. Recitals. The above recitals are true and correct and are incorporated herein by reference.
2. Term. Unless agreed by both parties in writing, and approved by their respective Boards, this Agreement shall expire at the end of three years from the Effective Date, subject to annual budgetary funding by the District. The Effective Date of this Agreement shall be that date on which the last party has executed this Agreement.
3. Services.
 - A. The City shall assign one (1) full-time uniformed police officer to Marsh Harbour, providing forty (40) hours per week of full-time law enforcement presence, on a

schedule to be mutually agreed upon by the District and the City. An option for additional police officers can be made available upon the request of the District, for an additional 40 hours per week of full-time law enforcement presence, on a schedule to be mutually agreed upon by the District and the City, and become a permanent part of this Agreement thereafter. Since an understanding of Marsh Harbour conditions will enhance the benefit of the officer to the Marsh Harbour community and the City, the City will attempt to assign an officer who has become familiar with those conditions. The District, at its own expense, shall provide the necessary training required familiarizing the assigned officer with the Marsh Harbour community and any other such training deemed necessary for the performance of said officer's unique police services in the Marsh Harbour community. The City shall determine training requirements that exceed those required to maintain an employee's law enforcement certification. The City shall not be responsible for any overtime cost associated with said training. Without altering the Police Department's Chain of Command structure, any officers assigned hereunder, shall prepare monthly reports of their activity and make said reports available to the District's Manager.

- B. The City, at its own expense, will provide to, and maintain for such officers, all such standard equipment as is provided to other City uniformed police officers, including without limitation, a City of Riviera Beach marked patrol car. Specialized equipment shall include, but not limited to, laptop computers, Mesh Network broadband wireless mobile devices, and mobile video cameras. These non-standard equipment items can be used to access NCIC / FCIC databases from a mobile device in the vehicle, in addition to viewing video from remote controlled cameras.
- C. At times other than during such tours of duty, and at least twice during a patrol shift, at irregular intervals, a uniformed officer in a marked patrol car will make a tour of the Marsh Harbour community, and make face-to-face contact with the on-duty Security Officer.
- D. The District recognizes that there are times of emergency when the City may have

to temporarily utilize the services of its assigned officer. The City agrees that in such event, the City will give the District Manager as much notice as necessary to alleviate any hardship on Marsh Harbour. Emergencies shall include but not be limited to hurricane preparation, rescue and recovery, civil disorders, and natural disasters.

4. City Responsibilities and Functions:

- A. Make such detentions and arrests, and exercise all other powers as shall be within the authority of law enforcement personnel of the City.
- B. Respond to requests for assistance as requested by Security personnel.
- C. Summon such other County, State and Federal Law Enforcement, City and/or County EMS, Fire and other personnel and services, as circumstances shall require.
- D. As part of the officer's 40 hour work week as set forth above, the officer will provide a minimum of five (5) hours per week performing Community Policing activities and performing law enforcement duties specific to Marsh Harbour.
- E. Notify the on-duty security officer concerning security and law enforcement matters related to the Marsh Harbour community and persons therein, and provide copies of reports of incidents occurring at Marsh Harbour to the District Manager, in addition to satisfying any other requirements of the City.
- F. Enforce traffic regulations within the Marsh Harbour community.

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

6. Payment. The District shall pay to the City, in exchange for the agreed upon levels of services required hereunder, the quarterly sum as indicated on the payment schedule (Appendix 1), commencing on the Effective Date. It is important to note the actual amount of payment shall be determined and will reflect the actual salary and benefits of

the uniformed patrol officer assigned to Marsh Harbour. The amount of the quarterly payment for this agreement will be adjusted to reflect salary adjustments in accordance with the IUPA Contract, or the City's in-force labor agreement. Any adjustments to the quarterly payment amount will be provided to Marsh Harbour, in writing, by the City.

7. Miscellaneous Provisions.

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

If to the District:

Marsh Harbour Community Development District
c/o Special District Services, Inc.
2501A Burns Road
Palm Beach Gardens, FL 33410
ATTN: Richard Ellington
(561) 630-4922
rellington@sdsinc.org

With a copy to:

Billing, Cochran, Lyles, Mauro & Ramsey, P.A.
SunTrust Center, Sixth Floor
515 East Las Olas Blvd.
Fort Lauderdale, FL 33301
ATTN: Dennis Lyles
(954) 764-7150
dlyles@bclmr.com

If to City:

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

With a copy to:

Pamala Ryan, Esq.
City Attorney
City of Riviera Beach
600 West Blue Heron Blvd.
Riviera Beach, FL 33404
(561) 845-4017 (cityattorney@rivierabch.com)

- D. Nothing contained in this Agreement shall be construed to constitute a transfer of powers in any way whatsoever. The City's and the District's governing bodies shall each retain all legislative authority with regard to their respective governing body. All of the privileges and immunities from liability, exemptions from laws, ordinances and rules, and pensions and relief, disability, worker's compensation and other benefits which apply to the activity of officers, agents or employees of any public agency when performing their respective functions within the territorial limits for their respective agencies shall apply to the same degree and extent to the performance of such functions and duties of such officers, agents or employees extraterritorially under the provisions of any such Agreement.
- E. Nothing contained herein shall be deemed a limitation of the jurisdiction or law enforcement responsibilities of the City with respect to the Marsh Harbour community.
- F. This Agreement and any dispute, disagreement, or issue of construction, declaration or interpretation arising hereunder whether relating to its execution, its validity, the obligations provided herein, performance or breach shall be governed and interpreted according to laws of the State of Florida. Any and all action necessary to enforce the Agreement will be held in Palm Beach County, Florida. If any action whether in law, equity or otherwise is brought for the interpretation

or enforcement of this Agreement, or because of an alleged dispute, breach, default or misrepresentation in connection with any provisions of this Agreement, the successful or prevailing party or parties shall be entitled to recover reasonable attorney's fees, court costs and all expenses (including taxes) even if not taxable as court costs (including, without limitation, all such fees, costs and expenses incident to appeals), incurred in that action or proceeding, in addition to any other relief to which such party or parties may be entitled, consistent with applicable state and federal law.

- G. No remedy herein conferred upon any party is intended to be exclusive of any other remedy, and each and every such remedy shall be cumulative and shall be in addition to every other remedy given hereunder or now or hereafter existing at law or in equity or by statute or otherwise. No single or partial exercise by any party of any right, power, or remedy hereunder shall preclude any other or further exercise thereof.
- H. To the extent permitted by law, the City shall indemnify and hold the District harmless for any liability or causes of action for damages which may arise from the negligent acts or omissions of Riviera Beach employees in the performance of this Agreement. Likewise, to the extent permitted by law, the District shall indemnify and hold the City harmless for any liability or causes of action for damages which may arise from the negligent acts or omissions of the District in the performance of this Agreement while assisting Riviera Beach law enforcement personnel. Nothing in this provision shall be construed as consent by the City or by the District to be sued, nor as a waiver of sovereign immunity beyond the limits provided for in Section 768.28, Florida Statutes.
- I. Should any provision of this Agreement be declared invalid by a court of competent jurisdiction, same shall be deemed stricken here from and all other terms and conditions of this Agreement shall continue in full force and effect as if such invalid provision had never been made a part thereof.
- J. No delay by either party in enforcing any covenant or right hereunder shall be deemed a waiver of such covenant or right, and no waiver of any particular

provision hereof shall be deemed a waiver of any other provision or a continuing waiver of such particular provision, and except as so expressly waived, all provisions hereof shall continue in full force and effect.

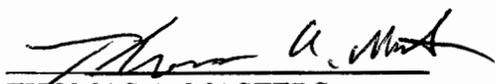
- K. This Agreement constitutes the entire understanding of the parties with respect to the provision of law enforcement personnel and equipment. It may not be modified, nor any of its provisions waived unless such modification and/or waiver is in writing and is agreed to and signed by both parties.

[SIGNATURES ON FOLLOWING PAGE]

IN WITNESS WHEREOF, the parties have hereto set their hands and seals this 7 day of April, 2010

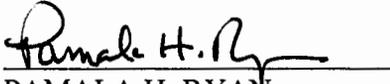
ATTEST:

CARRIE E. WARD, MMC
CITY CLERK

CITY OF RIVIERA BEACH

THOMAS A. MASTERS
MAYOR

(CITY SEAL)

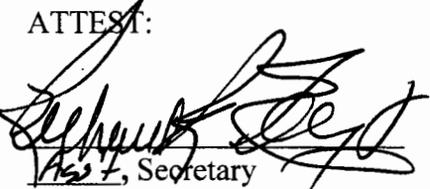
APPROVED AS TO FORM AND
LEGAL SUFFICIENCY

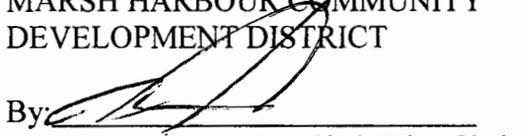

PAMALA H. RYAN,
CITY ATTORNEY

APPROVED AS TO TERMS AND
CONDITIONS


CLARENCE WILLIAMS,
POLICE CHIEF

DATED: 3/18/10

ATTEST:

Asst. Secretary

MARSH HARBOUR COMMUNITY
DEVELOPMENT DISTRICT
By: 
Maximo Cruz, Chair/Vice Chair

DATED: 3/15/10

Based on Average Pay Scale

Rate (per hour)	Hours (hours per year)	Base Salary (hours x rate)	Holiday Pay (rate x 11 Holidays)	Clothing (\$5 x 52 weeks)	FICA (Salary x .0765)	Life (flat rate)	Health/Dental (flat rate)	Retirement (34.52% of Salary)	Total Cost (Excluding Overtime)
26.09	2,080	54,265.12	3,156.77	708.00	4,151.28	156.00	8,834.00	18,732.32	90,003.49

Payment Schedule

Payment #1	Amount	Period Covered	Date
1	\$22,500.87	Mar-May	1-Mar-10
2	\$22,500.87	Jun-Aug	1-Jun-10
3	\$22,500.87	Sep-Nov	1-Sep-10
4	\$22,500.87	Dec-Feb	1-Dec-10

APPENDIX 1

APPENDIX 2

THE CITY OF RIVIERA BEACH

JOB CODE#: 4005	JOB TITLE: POLICE OFFICER	
EEO CLASS: PROTECTIVE SERVICE	SUPERVISED BY: POLICE SERGEANT	
PAY GRADE: 13	DEPARTMENT: POLICE	DIVISION:
STATUS: NON-EXEMPT	LOCATION:	
DEPT. APPROVAL:	HR APPROVAL:	CITY MGR. APPROVAL:
Date:	Date:	Date:
<p><u>Job Summary</u> General duty police work in the protection of life and property through the enforcement of laws and ordinances. An employee in this class is responsible for the protection of life and property; for the prevention, detection and investigation of crime; and for maintaining law and order. Work involves an element of personal danger. Specific assignments are received from superior officers and are carried out in accordance with established rules and procedures, however, employees must be able to act without direct supervision in meeting emergencies; Work is reviewed through reports, inspection and observation of results obtained.</p>		
<p><u>Supervision Received/Exercised</u> Work is performed under the general supervision of a Police Sergeant.</p>		
<p><u>Essential Duties and Responsibilities</u></p> <ol style="list-style-type: none"> 1. Effect an arrest, forcibly if necessary, using handcuffs and other restraints; subdues resisting suspects using maneuvers and weapons and resort to the use of hands and feet, and other approved weapons in self-defense or in defense of others. 2. Prepare investigative and other reports, including sketches, using appropriate grammar, symbols and mathematical computations. 3. Exercise independent judgment in determining when there is reasonable suspicion to detain, when probable cause exists to search and arrest and when force may be used and as to what degree. 4. Operate a law enforcement vehicle during both the day and the night; in emergency situations involving speeds in excess of posted limits, in congested traffic and in unsafe road conditions caused by factors such as fog, smoke, and rain. 5. Communicate effectively and coherently over law enforcement radio channels while initiating and responding to radio communications. 6. Gather information in criminal investigations by interviewing and obtaining the statements of victims, witnesses, suspects, and confidential informants. 7. Pursue fleeing suspects and perform rescue operations which may involve quickly entering and exiting law enforcement patrol vehicles; lifting, carrying and dragging heavy objects; climbing over and pulling up oneself over obstacles; jumping down from elevated surfaces; climbing through openings; jumping over obstacles, ditches and streams; crawling in confined areas; balancing on uneven or narrow surfaces and using body force to gain entrance through barriers. 		

8. Load, unload, aim and fire from a variety of body positions- handguns, shotguns and other agency firearms under conditions of stress that justify the use of deadly force and at levels of proficiency prescribed in certification standards.
9. Perform searches of people, vehicles, buildings and large outdoor areas which may involve feeling and detecting objects, walking for long periods of time, detaining people and stopping suspicious vehicles and persons.
10. Conduct visual and audio surveillance for extended periods of time.
11. Engage in law enforcement patrol functions that include such things as working rotating shifts, walking on foot patrol and physically checking the doors and windows of buildings to ensure they are secure.
12. Effectively communicate with people, including juveniles, by giving information and directions disputes and advising of rights and processes.
13. Demonstrate communication skills in court and other formal settings.
14. Detect and collect evidence and substances that provide the basis of criminal offenses and infractions that indicate the presence of dangerous conditions.
15. Endure verbal and mental abuse when confronted with the hostile views and opinions of suspects and other people encountered in an antagonistic environment.
16. Perform rescue functions at accidents, emergencies and disasters to include directing traffic for long periods of time, administering emergency medical aid, lifting, dragging and carrying people away from dangerous situations and securing and evacuating people from particular areas.
17. Process and transport prisoners using handcuffs and other appropriate restraints.
18. Extinguish small fires by using a fire extinguisher and other appropriate means.
19. Read and comprehend legal and non-legal documents, including the preparation and processing of such documents as citations, affidavits, warrants and photo line-ups.
20. Process arrests suspects which may include taking their photographs and obtaining a legible set of linked fingerprint impressions.
21. When designated, train, care for, and use K-9 dog in patrol and other assignments.
22. Serve subpoenas and warrants; escort funerals and persons transporting money; assist children at street crossings and control pedestrian compliance with safety laws.
23. Escort prisoners to court; testify and present evidence in court.

Additional Duties and Responsibilities

Performs other related duties as assigned.

The duties listed above are intended only as illustrations of the various types of work that maybe performed. The omission of specific statements of duties does not exclude them from the position, if the work is similar, related or a logical assignment to the position.

Necessary Skills, Knowledge and Abilities

- Ability to analyze situations quickly and objectively and to determine proper course of action to be taken.
- Ability to cope with situations firmly, courteously and tactfully, and with respect for the rights of others.
- Ability to learn the geography of the City and its physical and social characteristics.
- Ability to understand and carry out oral and written instructions.
- Ability to read, write and speak effectively.
- Ability to meet physical requirements and standards.
- Ability to communicate effectively both orally and in writing.
- Ability to observe situations analytically and objectively and to report and record them clearly and completely.
- Ability to react quickly and calmly in emergencies.
- Ability to establish and maintain effective working relationships with associates and the general public.
- Ability to work shift schedules.

Minimum Education, Certification, and Experience Requirements

High school graduation or possession of an acceptable equivalency diploma. Completion of the Minimum Standards courses as set forth by the Florida Police Standards Council. Florida Law Enforcement Certification. Applicants must possess before the date of hire a valid Florida Driver's License with an "E" endorsement. There must not be more than five (5) points within the most recent three (3) year period; and no convictions related endorsement must be maintained during the term of employment.

Special Requirements

Must possess a Florida Law Enforcement Certification and a Valid Florida Driver's License. Random and reasonable suspicion drug and alcohol tests required. The City of Riviera Beach maintains a drug-free workplace policy and program, as established under the guidelines of the Federal Drug Free Workplace Act of 1988 and Section 440.102, Florida Statutes.

Selection Guidelines

Evaluation of education and experience; written test; oral interview; and staff evaluation.

Tools and Equipment Used

Gun, computer, fax machine, various software applications, vehicle, mobile, portable radio, laptop, taser, printer, regular and cellular telephone and any other equipment and tools designated by the Police Depart. Protective suits for 610 hazard calls.

Physical Demands

The physical demands described here are representative of those that must be met by an employee to successfully perform the essential functions of this job. Reasonable accommodations may be made to enable individuals with disabilities to perform the essential functions.

Hand-eye coordination is necessary to operate guns, computers and various pieces of police and office/equipment.

While performing the duties of this job, the employee is regularly required to reach with hands and arms. The employee frequently is required to sit, stand, walk, talk, hear, and use repetitive motions of the wrists, hands and/or fingers, handle, feel or operate objects, tools, or controls. The employee is occasionally required to climb, balance, stoop, kneel, crouch, and crawl.

The employee must occasionally lift and/or move 15 to 45 pounds, raising objects from lower to higher positions, and moving objects horizontally from position-to-position.

Specific vision abilities required by this job include close vision, depth perception, and the ability to adjust focus.

Work Environment

The work environment characteristics described here are representative of those an employee encounters while performing the essential functions of this job. Reasonable accommodations may be made to enable individuals with disabilities to perform the essential functions.

While performing the duties of this job, the employee works inside and outside in various weather conditions. The employee is occasionally exposed to noise, electrical energy, odors, slippery surfaces, uneven surfaces, wet and/or humid conditions, fumes or airborne particles, toxic or caustic chemicals, extreme cold, extreme heat, and vibrations.

The noise level in the work environment is usually quiet in the office, and moderately noisy in the field.

Signature/Approval

Employee

Date

Immediate Supervisor

Date

Department Director

Date

RESOLUTION NO. 35-10

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF RIVIERA BEACH, PALM BEACH COUNTY, FLORIDA, AUTHORIZING THE CITY TO PARTICIPATE IN AN ON-THE-JOB TRAINING PROGRAM SPONSORED BY THE DIVISION OF VOCATIONAL REHABILITATION THROUGH THE DEPARTMENT OF EDUCATION; AND PROVIDING FOR AN EFFECTIVE DATE.

WHEREAS, the Division of Vocational Rehabilitation (VH) has received funds from the American Recovery and Reinvestment Act (ARRA); and

WHEREAS, this program works with people who have physical or mental disabilities to prepare them for, gain or retain employment; and

WHEREAS, in order to assist the City with employment needs, the City will participate in an On-The-Job Training Program; and

WHEREAS, the participants will develop skills and gain experience that will provide opportunities to advance their careers or perform a job with the City.

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

SECTION 1. That the City Council authorizes the City to participate in the On-The-Job Training Program sponsored by the Division of Vocation Rehabilitation.

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

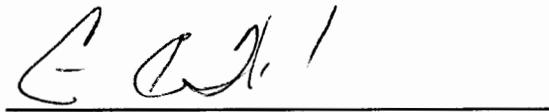
PASSED and APPROVED this 7 day of April, 2010.

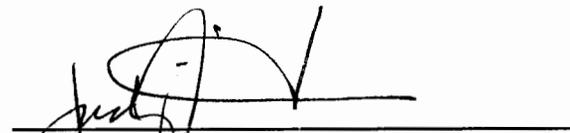
APPROVED:

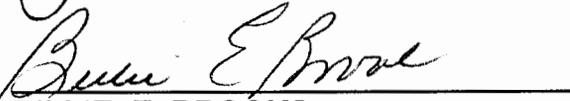

THOMAS A. MASTERS
MAYOR


DAWN S. PARDO
CHAIRPERSON

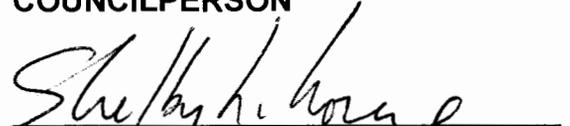
ATTEST:


CARRIE E. WARD
MASTER MUNICIPAL CLERK
CITY CLERK


JUDY L. DAVIS
CHAIR PRO TEM


BILLIE E. BROOKS
COUNCILPERSON


CEDRICK A. THOMAS
COUNCILPERSON


SHELBY L. LOWE
COUNCILPERSON

MOTIONED BY: B. Brooks

SECONDED BY: C. Thomas

D. PARDO aye

J. DAVIS aye

B. BROOKS aye

C. THOMAS aye

S. LOWE aye

REVIEWED AS TO LEGAL SUFFICIENCY

PAMALA HANNA RYAN, CITY ATTORNEY

DATE: _____

RESOLUTION NO. 36-10

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF RIVIERA BEACH, PALM BEACH COUNTY, FLORIDA, SUPPORTING THE "KEEP AMERICA BEAUTIFUL" CAMPAIGN BY SPONSORING A CLEAN-UP IN MONROE HEIGHTS ON APRIL 17, 2010, TO PROMOTE LITTER REDUCTION, SUPPORT RECYCLING, PRESERVE AND PROTECT OUR ENVIRONMENT AND HELP MAKE OUR NEIGHBORHOODS MORE LIVABLE, AND PROVIDING AN EFFECTIVE DATE.

WHEREAS, protecting the integrity of the City's neighborhoods is vital to the stability and future growth of the City of Riviera Beach; and

WHEREAS, the appearance and cleanliness of neighborhoods is a function of the integrity of those neighborhoods; and

WHEREAS, as a member of a City Council that has been concerned about the quality of life in all City neighborhoods for all residents, Councilwoman Brooks began working with Neighbors United on a long-term plan to cleanup City neighborhoods beginning in Monroe Heights; and

WHEREAS, they are being joined by dozens of residents and volunteers and supported by Waste Management, the Solid Waste Authority and the nonprofit "Keep Palm Beach County Beautiful, Inc.," a certified affiliate of the national "Keep America Beautiful" campaign, in a national day of cleanup across the county and the country; and

WHEREAS, Councilwoman Brooks, Neighbors United and other volunteers will continue their cleanup plan with monthly cleanups to be held in other City neighborhoods.

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

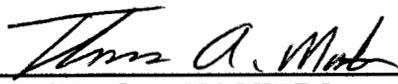
Section 1: The above recitals are true and are hereby incorporated into this Resolution.

Section 2: The City Council hereby supports the "Keep America Beautiful" campaign and authorizes the "Great American Cleanup of Monroe Heights" as planned from 8 a.m. to 12 p.m. on April 17, 2010.

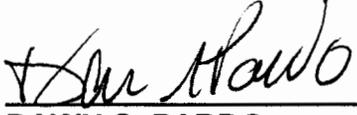
SECTION 3: This resolution shall take effect immediately upon its passage and adoption.

PASSED and APPROVED this 7TH day of APRIL,
2010.

APPROVED:



THOMAS A. MASTERS
MAYOR



DAWN S. PARDO
COUNCILPERSON

ATTEST:



CARRIE W. WARD
MASTER MUNICIPAL CLERK
CITY CLERK



JUDY L. DAVIS
COUNCILPERSON



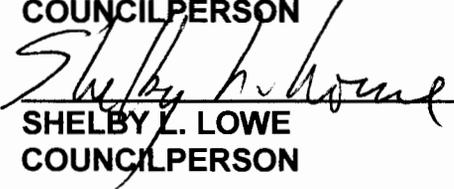
BILLIE E. BROOKS
COUNCILPERSON

SPONSORED BY:

BILLIE E. BROOKS
COUNCILPERSON



CEDRICK A. THOMAS
COUNCILPERSON



SHELBY L. LOWE
COUNCILPERSON

MOTIONED BY: B. BROOKS

SECONDED BY: C. THOMAS

D. PARDO AYE

J. DAVIS AYE

REVIEWED AS TO LEGAL SUFFICIENCY

PAMALA HANNA RYAN, CITY ATTORNEY

RESOLUTION NO- 36-10
PAGE 3

B.BROOKS

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C. THOMAS

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S.LOWE

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