

**A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF RIVIERA BEACH, PALM BEACH COUNTY, FLORIDA, SUPPORTING THE REGIONAL PLANNING COUNCILS OF SOUTHEAST FLORIDA IN PREPARING A COMPREHENSIVE JOINT APPLICATION UNDER THE FEDERAL SUSTAINABLE COMMUNITIES INITIATIVE AND ESTABLISHING A WORKING RESOURCE PARTNERSHIP AGREEMENT WITH APPROPRIATE WATER RESOURCE, HOUSING, ENVIRONMENTAL AND TRANSPORTATION AGENCIES, LOCAL GOVERNMENTS, NONPROFITS, ACADEMIA AND PRIVATE SECTOR ORGANIZATIONS; PROVIDING FOR DISTRIBUTION; AND PROVIDING AN EFFECTIVE DATE.**

**WHEREAS**, on June 16, 2009, the U.S. Department of Housing and Urban Development (HUD), the U.S. Department of Transportation (DOT) and the U.S. Environmental Protection Agency (EPA) announced a new partnership to regionally coordinate federal housing, environmental protection and transportation planning and investment; and

**WHEREAS**, this new partnership is looking to multidisciplinary regional councils of government to identify and coordinate regional strategies that:

- Provide a regional vision or plan for sustainable growth
- Integrate housing, water infrastructure, transportation, land-use planning and investment
- Address energy efficiency
- Address the impacts of climate change through the development of mitigation and adaptation strategies
- Foster compatibility of sustainable built systems with restoration of the Florida Everglades
- Promote the creation of equitable, sustainable communities
- Promote environmental protection and restoration
- Redevelop underutilized sites
- Leverage federal investment in existing communities
- Promote equitable, affordable housing
- Increase economic competitiveness
- Invest in healthy, safe and walkable neighborhoods — rural, urban and suburban; and

**WHEREAS**, there is a clear understanding that the Sustainable Communities Initiative program is designed to establish a comprehensive regional plan or vision identifying critical projects and infrastructure to improve the Region's sustainability and to be used as a guide by federal funding agencies to prioritize and focus future federal investment; and

**WHEREAS**, any application for funding under the Sustainable Communities

Initiative should be prepared in consultation with the appropriate water resource, housing, environmental, and transportation agencies, local governments, nonprofits, academia and private sector organizations; and should include a formalized agreement among these entities to work cooperatively on the application and funded project; and

**WHEREAS**, the regional planning councils of Southeast Florida should commit the resources necessary within the limits of the budgets and work programs to prepare and submit a successful joint application under the Sustainable Communities Initiative; and

**WHEREAS**, the City Council of the City of Riviera Beach has been made aware that the South Florida and Treasure Coast Regional Planning Councils are working together in preparing a comprehensive joint application for the Sustainable Communities Initiative program.

**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 of the City of Riviera Beach hereby strongly supports the South Florida Regional Planning Council and the Treasure Coast Regional Planning Council in preparing a comprehensive joint application for the Sustainable Communities Initiative funding; and the establishment of a working partnership agreement with appropriate water resource, housing, environmental and transportation agencies, local government, nonprofits, academia and private sector organizations to collaborate on the application and the funded project.

**SECTION 2:** The City Council of the City of Riviera Beach directs that a copy of this Resolution be sent to the South Florida Regional Planning Council and the Treasure Coast Regional Planning Council and all municipalities in Palm Beach County.

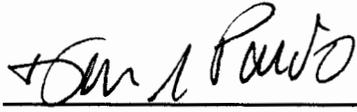
**SECTION 3:** The City Council of the City of Riviera Beach authorizes the City Manager to execute the Memorandum of Understanding in support of the Sustainable Communities Initiative.

**SECTION 4:** This Resolution shall take effect immediately upon its passage and approval.

PASSED AND APPROVED this 5 day of May, 2010

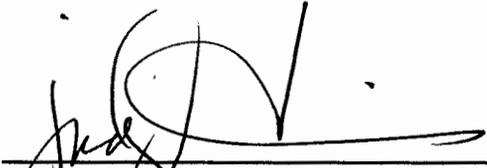
APPROVED:

  
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

SPONSORED BY

\_\_\_\_\_  
DAWN S. PARDO  
CHAIRPERSON

  
OEDRICK A. THOMAS  
COUNCILPERSON

  
SHELBY L. LOWE  
COUNCILPERSON

MOTIONED BY: J. DAVIS

SECONDED BY: B. BROOKS

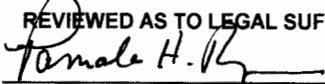
B. BROOKS AYE

J. DAVIS AYE

C. THOMAS AYE

D. PARDO AYE

S. LOWE AYE

REVIEWED AS TO LEGAL SUFFICIENCY  
  
PAMALA HANNA RYAM, CITY ATTORNEY

DATE: 5/3/10

RESOLUTION NO. 44-10

**A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF RIVIERA BEACH, PALM BEACH COUNTY, FLORIDA, AUTHORIZING SETTLEMENT OF CODE ENFORCEMENT BOARD CASE NO. CEB 01-144 FOR CODE ENFORCEMENT LIENS ON PROPERTY LOCATED AT 1546 MARTIN LUTHER KING, JR. BLVD IN THE AMOUNT OF \$25,000; ACCEPTING PAYMENT IN THE AMOUNT OF \$25,000 NO LATER THAN JUNE 1, 2010, AS FULL AND FINAL SETTLEMENT; AND PROVIDING AN EFFECTIVE DATE.**

**WHEREAS**, Florida Department of Transportation ("FDOT") has scheduled roadway improvements to State Road 710 from West of Congress Ave to Old Dixie Highway. In order to complete these roadway improvements, FDOT must increase its rights of way throughout the corridor; and

**WHEREAS**, in order to increase its rights of way, FDOT has had to purchase several parcels of property along State Road 710. As such, FDOT has entered into a contract to purchase a parcel of land located at 1546 Martin Luther King, Jr. Blvd. with a anticipated closing date within 30 days; and

**WHEREAS**, the property located at 1546 Martin Luther King, Jr. Blvd has a total of \$124,425 in code enforcement liens assessed against it. As such, purchase of the property requires satisfaction of the liens; and

**WHEREAS**, FDOT has offered to settle the code enforcement lien for \$25,000, subject to City Council approval;

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

**SECTION 1.** That settlement in the matter of Code Enforcement Board, Case No.: CEB01-144 is hereby approved in the amount of \$25,000.00.

**SECTION 2.** That the City's Finance Director is authorized to accept payment on behalf of the City in the amount of \$25,000 no later than June 1, 2010 and the City Clerk is authorized to execute a Release of Lien certificate indicating final settlement.

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

**PASSED and APPROVED** this 5 day of May, 2010.

RESOLUTION NO.: 44-10  
PAGE -2-

APPROVED:

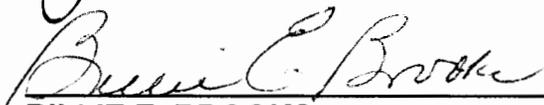
  
\_\_\_\_\_  
THOMAS A. MASTERS  
MAYOR

  
\_\_\_\_\_  
DAWN S. PARDO  
CHAIRPERSON

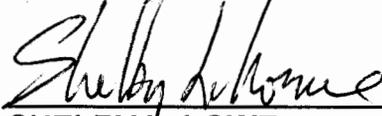
ATTEST:

  
\_\_\_\_\_  
CARRIE E. WARD  
MASTER MUNICIPAL CLERK  
CITY CLERK

  
\_\_\_\_\_  
JUDY L. DAVIS  
CHAIR PRO TEM

  
\_\_\_\_\_  
BILLIE E. BROOKS  
COUNCILPERSON

  
\_\_\_\_\_  
CEDRICK A. THOMAS  
COUNCILPERSON

  
\_\_\_\_\_  
SHELBY L. LOWE  
COUNCILPERSON

MOTIONED BY: J. DAVIS

SECONDED BY: B. BROOKS

D. PARDO AYE

J. DAVIS AYE

B. BROOKS AYE

C. THOMAS OUT

S. LOWE AYE

REVIEWED AS TO LEGAL SUFFICIENCY

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

DATE: 5/5/2010

RESOLUTION NO. 45-10

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF RIVIERA BEACH, PALM BEACH COUNTY, FLORIDA, AWARDBING BID NO. 248-09 TO TACTICAL PROTECTION CORPORATION OF MIAMI, FLORIDA TO PROVIDE ARMED SECURITY GUARD SERVICES FOR THE MUNICIPAL COMPLEX AND THE CITY MARINA; AUTHORIZING THE MAYOR AND CITY CLERK TO EXECUTE A ONE YEAR CONTRACT AGREEMENT WITH A RENEWAL OPTION FOR TWO (2) ADDITIONAL TWELVE (12) MONTH PERIODS, COMMENCING MAY 15, 2010 AND ENDING MAY 14, 2011; AUTHORIZING THE FINANCE DIRECTOR TO MAKE PAYMENTS FROM THE APPROPRIATE OPERATING ACCOUNTS; AND PROVIDING AN EFFECTIVE DATE.

**WHEREAS**, in accordance with the provisions of the City's Procurement Ordinance (2412), request for proposals was publicly solicited to provide armed security guard services for City Hall and the Municipal Marina; and

**WHEREAS**, City departments have budgeted funds for armed security guard services.

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

**SECTION 1.** That the Mayor and City Clerk are authorized to execute a one year contract with Tactical Protection Corporation for armed security services.

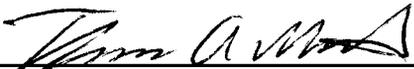
**SECTION 2.** That the Finance Director is authorized to make payment from the appropriate operational account.

**SECTION 3.** The City Manager is hereby authorized to execute contract renewals.

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

PASSED AND APPROVED THIS 5 DAY OF MAY, 2010.

APPROVED:

  
THOMAS A. MASTERS  
MAYOR

  
DAWN S. PARDO  
CHAIRPERSON

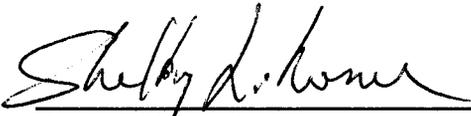
ATTEST:

  
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: J. DAVIS

SECONDED BY: C. THOMAS

D. PARDO NAY

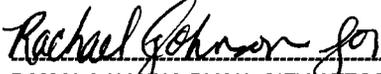
J. DAVIS AYE

B. BROOKS NAY

C. THOMAS AYE

S. LOWE AYE

REVIEWED AS TO LEGAL SUFFICIENCY

  
PAMALA HANNA RYAN, CITY ATTORNEY

DATE: 4/27/2010

## CONTRACT FOR ARMED SECURITY SERVICES

This Contract is made as of the 5 day of May, 2010, 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 Tactical Protection Corporation, of P. O. Box 961408, Miami, Florida 33296 a corporation authorized to do business in the State of Florida, hereinafter referred to as the CONTRACTOR, whose Federal I.D. number is 30-0399974.

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

### ARTICLE 1-SERVICES

- A. The CONTRACTOR'S responsibility under this Contract is to provide two (2) armed security guards for City Hall, located at 600 W. Blue Heron Boulevard, Riviera Beach, Florida and one (1) armed security guard for Municipal Marina, located at 200 East 13<sup>th</sup> Street, Riviera Beach, Florida as more specifically set forth more fully in BID 248-09 hereto and incorporated herein by reference and detailed in Exhibit "A".
- B. All guards must meet the minimum qualifications as set forth in Exhibit "B" attached hereto. CONTRACTOR shall render all services in a diligent, careful, thorough and professional manner consistent with sound business practices and consistent with security standards of comparable building, subject to policies and guidelines established in Exhibit "C" or which from time to time hereafter may be established by the CITY. CONTRACTOR warrants that all services shall be performed by skilled and competent personnel to the highest professional standards in the field.
- C. The CITY shall have the right to determine acceptable performance standards of CONTRACTOR'S personnel staffing for the building. Any employee deemed by the CITY as unfit to perform the services shall be promptly removed, without delay, from the building by the CONTRACTOR upon notice by the CITY and replaced with personnel acceptable to the CITY in its sole discretion.
- D. The CITY'S representative/liason during the performance of this Contract shall by Commander Leonard Mitchell, telephone number (561) 845-4131.

### ARTICLE 2-SCHEDULE

The term of this contract shall be one (1) year with a renewal option for two (2) additional twelve (12) month periods. The option for renewal will be exercised only upon written agreement and with original terms, conditions and unit prices adhered to with no deviation. Any renewal will be subject to appropriation of funds by the City of Riviera Beach. The City manager is authorized to enter into renewal agreements on behalf of the City.

### **ARTICLE 3-PAYMENTS TO CONTRACTOR**

- A. Consideration – In consideration of the performance of the Services by CONTRACTOR, the covenants, representations and warranties of CONTRACTOR contained in this Contract and for the performance of all its other duties and obligations as set forth in this Contract, the CITY agrees to compensate the CONTRACTOR the hourly rate of Twelve Dollars and seventy cents (\$12.70) for each hour of service (the “Contract Rate”). 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 CONTRACTOR for any costs incurred as a direct result of the CONTRACTOR providing service to the CITY in pursuance of the scope of work contained in Exhibit “A”.
- B. Payments - Invoices received from the CONTRACTOR 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 and then will be sent to the Finance Department for payment. CONTRACTOR will invoice the CITY in advance for each payment period. Invoices will normally be paid within thirty (30) days following the CITY representative’s approval.
- C. Final Invoice - In order for both parties herein to close their books and records, the CONTRACTOR will clearly state “final invoice” on the CONTRACTOR’S final/last billing to the CITY. This certifies that all services have been properly performed and all charges have been invoiced to the City of Riviera Beach. Since this account will thereupon be closed, any and other further charges if not properly included in this final invoice are waived by the CONTRACTOR.

### **ARTICLE 4-TERMINATION**

This Contract may be cancelled by the CONTRACTOR 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 CONTRACTOR. It may also be terminated, in whole or in part, by the CITY, with or without cause, upon thirty (30) days written notice to the CONTRACTOR. Unless the CONTRACTOR is in breach of this Contract, the CONTRACTOR 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 CONTRACTOR shall be paid for services rendered to the CITY’S satisfaction through the date of termination.

### **ARTICLE 5-PERSONNEL**

The CONTRACTOR 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. The CONTRACTOR shall comply with all necessary Federal, State and local laws, ordinances and regulations pertaining to the employment of its personnel.

CONTRACTOR shall perform background checks and pre-employment screenings, as well as random drug testing of guards at its sole expense. CONTRACTOR shall be responsible for any and all taxes and other charges against any of the services provided under this agreement. All of the services required hereunder shall be performed by the 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.

Any changes or substitutions in the CONTRACTOR'S key personnel, as may be listed in Exhibit "A", must be made known to the CITY'S representative and written approval must be granted by the CITY'S representative before said changes or substitution can become effective; such approval shall not unreasonably withheld.

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

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

#### **ARTICLE 6-SUBCONTRACTING**

The CITY reserves the right to accept the use of a subcontractor or to reject the selection of a particular subcontractor, to inspect all facilities after providing written notice to the CONTRACTOR, and approve all qualifications of any subcontractor in order to make a determination as to the capability of the subcontractor to perform properly under this Contract. The CONTRACTOR is encouraged to seek minority and women business enterprises for participation in subcontracting opportunities. Rejection of a proposed subcontractor may result in a change in pricing unless such rejection is due solely to poor performance. In any event, said rejection shall in no way obligate City to accept such change in pricing but City may, in its sole discretion, agree to same.

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 CONTRACTOR shall promptly do so, subject to acceptance of the new subcontractor by the CITY.

#### **ARTICLE 7-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 CONTRACTOR. The CONTRACTOR shall not be exempted from paying sales tax to its suppliers for materials used to fill contractual obligations with the CITY, nor is the CONTRACTOR authorized to use the CITY'S Tax Exemption Number in securing such materials.

The CONTRACTOR 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 8-AVAILABILITY OF FUNDS**

The CITY'S performance and obligation to pay under this contract is contingent upon an annual appropriation for its purpose by the City Council. In the event that funds are not available or re-appropriated in the next fiscal year, the CITY agrees: (1) to promptly notify the CONTRACTOR that funds are not available; (2) to pay CONTRACTOR for all work and services provided to date for which funds are available; (3) that CONTRACTOR may stop work until funds are available; and in that event; (4) that CONTRACTOR will have a reasonable amount of time to re-mobilize.

## **ARTICLE 9-INSURANCE**

- A. Prior to execution of this Contract by the CITY the CONTRACTOR 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 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 CONTRACTOR of its liability and obligations under this Contract.
- B. The CONTRACTOR shall maintain, during the life of this Contract, commercial general liability, including contractual liability insurance in the amount of \$1,000,000 per occurrence to protect the 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 CONTRACTOR or by anyone directly employed by or contracting with the CONTRACTOR.
- C. The 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 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 CONTRACTOR or by anyone directly or indirectly employed by the CONTRACTOR.
- D. 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, then such party shall 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.

E. All insurance, other than Worker's Compensation, to be maintained by the CONTRACTOR shall specifically include the CITY as an "Additional Insured".

#### **ARTICLE 10-INDEMNIFICATION**

The 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 cause of action which may arise from any negligent act or omission of the CONTRACTOR, its agents, servants, or employees in the performance of services under this Contract.

The 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 CONTRACTOR its agents, servants, or employees 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 limits provided in Section 768.28, Florida Statutes.

#### **ARTICLE 11-SUCCESSORS AND ASSIGNS**

The CITY and the CONTRACTOR 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 CONTRACTOR 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 CONTRACTOR.

#### **ARTICLE 12-REMEDIES**

This Contract shall be governed by the laws of the State of Florida. Any and all legal action necessary to enforce the contract will be held in Palm Beach County, non-Jury trial. 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 13-CONFLICT OF INTEREST**

The CONTRACTOR 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 112.311, Florida Statutes. The CONTRACTOR further represents that no person having any interest shall be employed for said performance.

The CONTRACTOR 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 CONTRACTOR'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 CONTRACTOR 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 CONTRACTOR.

The CITY agrees to notify the CONTRACTOR of its opinion by certified mail within thirty (30) days of receipt of notification by the CONTRACTOR. If, in the opinion of the CITY, the prospective business association, interest or circumstance would not constitute a conflict of interest by the CONTRACTOR, the CITY shall so state in the notification and the CONTRACTOR 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 CONTRACTOR under the terms of this Contract. In the event the CITY determines that the association, interest or circumstance would, in the opinion of the CITY, constitute a conflict of interest if entered into by the CONTRACTOR, the CONTRACTOR shall not enter into said association, interest or circumstance and should CONTRACTOR do so, it shall be deemed a material breach of this Contract.

#### **ARTICLE 14-EXCUSABLE DELAYS**

The 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 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 CONTRACTOR'S request, the CITY shall consider the facts and extent of any failure to perform the work and, if the CONTRACTOR'S failure to perform was without it or its subcontractor's 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.

#### **ARTICLE 15-ARREARS**

The CONTRACTOR 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 CONTRACTOR further warrants and represents that it has no obligation or indebtedness that would impair its ability to fulfill the terms of this Contract.

#### **ARTICLE 16-DISCLOSURE AND OWNERSHIP OF DOCUMENTS**

The CONTRACTOR 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.

This Contract does not grant directly or by implication, estoppel, or otherwise, any ownership right or license under any CONTRACTOR patent, copyright, trade secret, or other intellectual property including any intellectual property created as a result of or related to the Equipment sold or Services performed under this Contract.

Any information or data in the form of specifications, drawings, reprints, technical information or otherwise furnished to the CITY under this Contract will remain CONTRACTOR'S property, will be deemed proprietary, and will be promptly returned at CONTRACTOR'S request. CONTRACTOR will have no obligation to provide the CITY with access to its confidential and proprietary information, including cost and pricing data. The obligations set forth in this Section will survive the cancellation, termination, or completion of this Contract.

The CITY and the CONTRACTOR 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 17-INDEPENDENT CONTRACTOR RELATIONSHIP**

The CONTRACTOR is, and shall be, in the performance of all work, services and/or 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, services and/or activities performed pursuant to this Contract shall at all times, and in all places, be subject to the CONTRACTOR'S sole direction, supervision, and control. The CONTRACTOR shall exercise control over the means and manner in which it and its employees perform the work, and in all respects the CONTRACTOR'S relationship and the relationship of its employees, agents, or servants to the CITY shall be that of an Independent Contractor and not as employees or agents of the CITY.

The 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 agreement.

#### **ARTICLE 18-CONTINGENT FEES**

The CONTRACTOR warrants that it has not employed or retained any company or person, other than a bona fide employee working solely for the CONTRACTOR 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 CONTRACTOR, any fee, commission, percentage, gift, or any other consideration contingent upon or resulting from the award or making of this Contract.

#### **ARTICLE 19-ACCESS AND AUDITS**

The CONTRACTOR shall maintain adequate records to justify all charges, expenses, and costs incurred in estimating and performing the work for at least three (3) years after completion of

this Contract. The CITY 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 CONTRACTOR'S place of business. In no circumstances will CONTRACTOR be required to disclose any confidential or proprietary information regarding its product and service costs.

#### **ARTICLE 20-NONDISCRIMINATION**

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

#### **ARTICLE 21- ENFORCEMENT COSTS**

If any legal action or other proceeding is brought for the enforcement of this Contract, or because of an alleged dispute, 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 awarded 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.

#### **ARTICLE 22- AUTHORITY TO PRACTICE**

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

#### **ARTICLE 23- 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, to remainder of this Contract, or the application of such terms or provision, to persons or circumstances other than those as to which it is held invalid or unenforceable, shall not be affected, and every other term and provision of this Contract shall be deemed valid and enforceable to the extent permitted by law.

#### **ARTICLE 24-PUBLIC ENTITY CRIMES**

As provided in F.S. 287.132-133 by entering into this Contract or performing any work in furtherance hereof, CONTRACTOR certifies that it, its affiliates, suppliers, subcontractors and any other contractors 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 25- MODIFICATIONS OF WORK**

The CITY reserves the right to make changes in Scope of Work, including alterations, reductions therein or additions thereto. Upon receipt by the CONTRACTOR of the CITY'S notification of a contemplated change, the 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 CONTRACTOR'S ability to meet the completion dates or schedules of this Contract.

If the CITY so instructs, in writing, the CONTRACTOR 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 CONTRACTOR shall not commence work on any such change until such written amendment is signed by the CONTRACTOR and approved and executed by the City of Riviera Beach.

**ARTICLE 26- NOTICE**

All notices required in this Contract shall be sent by certified mail, return receipt requested, and if sent to the CITY shall be mailed to:

**CITY OF RIVIERA BEACH, OFFICE OF THE CITY MANAGER  
RUTH JONES, CITY MANAGER  
600 WEST BLUE HERON BLVD.  
RIVIERA BEACH, FLORIDA 33404**

and if sent to the CONTRACTOR shall be mailed to:

**TACTICAL PROTECTION CORPORATION  
P.O. BOX 9611408  
MIAMI, FLORIDA 33296**

**ARTICLE 27- ENTIRETY OF CONTRACTUAL AGREEMENT**

The CITY and the CONTRACTOR agree that this 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 26- Modifications of Work.

**ARTICLE 28- WARRANTY/GUARANTY**

CONTRACTOR warrants that its Services under this Contract will be free of defects in materials and workmanship for a period of ninety (90) days following completion of those Services.

**ARTICLE 29 – PROTECTION OF WORK AND PROPERTY**

The CONTRACTOR 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 CONTRACTOR shall provide any necessary materials to maintain such protection.

Until acceptance of the work by the CITY, the CITY’S property shall be under the charge and care of the CONTRACTOR and the 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 CONTRACTOR shall repair, restore and make good, without additional work occasioned by any of the above causes before its completion and acceptance.

**ARTICLE 30 – TIME**

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

**ARTICLE 31 - 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 32 - 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 33 - PREPARATION**

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

#### **ARTICLE 34 - MATERIALITY**

All provisions of the Contract shall be deemed material. In the event CONTRACTOR 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 35 - REPRESENTATIONS/BINDING AUTHORITY**

Marlon A. Enamorado 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, Marlon A. Enamorado hereby represents to the CITY that he 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 36 - 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 37 - CONTRACT DOCUMENTS AND CONTROLLING PROVISIONS**

This Contract consists of the contract, Bid number 248-09, the proposal, and any and all attachments thereto. The CONTRACTOR agrees to be bound by all the terms and conditions set forth in the aforementioned documents. To the extent that there exists a conflict between this Contract and the remaining documents, 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 38 - LEGAL EFFECT**

This Contract shall not become binding and effective until approved by the CITY Council of the CITY of Riviera Beach or its designated representative.

#### **ARTICLE 39 - 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 40 – 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 41 - 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 or other interest in land or right to use 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 CONTRACTOR;
- B. The filing of any judgment lien against the assets of CONTRACTOR 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 CONTRACTOR; or
- C. The filing of a petition by or against CONTRACTOR for relief under the Bankruptcy Code, or for its reorganization or for the appointment of a receiver or trustee of CONTRACTOR or CONTRACTOR's property; or an assignment by CONTRACTOR for the benefit of creditors; or the taking possession of the property of CONTRACTOR by any governmental officer or agency pursuant to statutory authority for the dissolution or liquidation of CONTRACTOR; or if a temporary or permanent receiver or trustee shall be appointed for CONTRACTOR or for CONTRACTOR's property and such temporary or permanent receiver or Trustee shall not be discharged within thirty (30) days from the date of appointment.

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

## **ARTICLE 42 - WAIVER OF SUBROGATION**

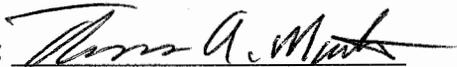
CONTRACTOR hereby waives any and all rights to Subrogation against the CITY, its officers, employees and agents for each required policy. When required by the insurer, or should a policy condition not permit an insured to enter into a pre-loss agreement to waive subrogation without an endorsement, then CONTRACTOR 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 CONTRACTOR enter into such an agreement on a pre-loss basis.

**ARTICLE 43 - RIGHT TO REVIEW**

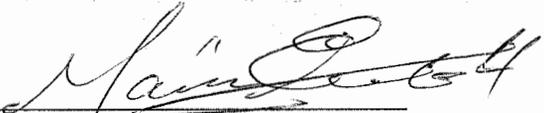
CITY, by and through its Risk Management Department, in cooperation with the contracting/monitoring department, reserves the right to review, reject or accept any required policies of insurance, including limits, coverages, or endorsements, therein from time to time throughout the term of this Contract. 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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CITY OF RIVIERA BEACH

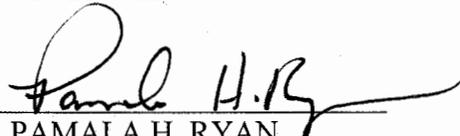
BY:   
THOMAS A. MASTERS  
MAYOR

TACTICAL PROTECTION CORPORATION

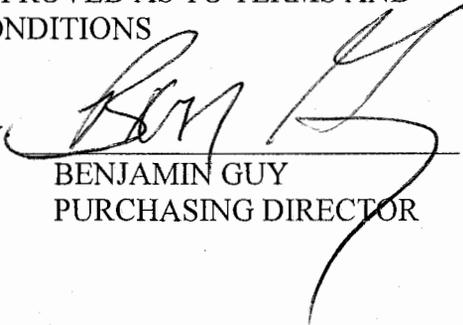
BY:   
MARLON A. ENAMORADO  
PRESIDENT

BY:   
CARRIE E. WARD, MMC,  
CITY CLERK

APPROVED AS TO FORM AND  
LEGAL SUFFICIENCY

BY:   
PAMALA H. RYAN,  
CITY ATTORNEY

APPROVED AS TO TERMS AND  
CONDITIONS

BY:   
BENJAMIN GUY  
PURCHASING DIRECTOR

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

## EXHIBIT "A"

### **SPECIAL CONDITIONS/SCOPE OF WORK**

Contractor shall provide a contract manager to call for assistance in providing a armed security guard replacement, to request schedule changes, additional services or to correct any performance issues related to armed security guard personnel.

Contractor shall provide the names of all armed security guard personnel and any replacements that will perform under the contract and update the assigned list of personnel changes as soon as they occur. The updated list shall be forwarded to the City Manager and Commander of Police Operations.

All armed security guard personnel must first successfully complete a background check prior to being assigned to perform work under the Contract. Background checks will be performed by the Riviera Beach Police Department.

Contractor will provide two (2) armed security guards to be stationed at the lobby entrance of City Hall, located at 600 W. Blue Heron Boulevard, Riviera Beach, Florida and one (1) armed security guard for Municipal Marina, located at 200 East 13<sup>th</sup> Street, Riviera Beach, Florida.

Armed Security Guard personnel assigned to City Hall shall be individually scheduled on staggered shifts as follows:

- First Guard - 8:00 A.M. to 5:00 P.M.
- Second Guard - 9:00 A.M. to 6: 00 P.M.

Security Guard personnel shall be required to promptly report to their designated contact person\department upon start of their respective shifts. At that time, guards will be provided radios or cellular phones for emergency communication with police dispatch and to receive any special instructions required to carryout their daily assignments.

#### DUTIES FOR CITY HALL GUARDS:

- Promptly report to the Riviera Beach Police Department
- Open City Hall at 8:30
- Lock City Hall at 5:30 p.m. (unless there is an evening meeting)
- Operate the metal detector in the lobby
- Inspect packages, backpacks, briefcases, bags for weapons
- Periodically, throughout the day, walk through the lobby area

**EXHIBIT "A"**

**Special Conditions/Scope of Services**

**DUTIES FOR MUNICIPAL MARINA GUARDS:**

Armed Security Guard personnel assigned to Municipal Marina shall be required to patrol by foot and cart the entire Municipal Marina property ensuring patron, customers and employee's safety, in accordance with the City of Riviera Beach guidelines and Homeland Security polices.

Armed Security Guard personnel assigned to Municipal Marina shifts shall be scheduled as follows:

- Monday thru Friday            8:00 P.M. to 8:00 A.M
- Saturday and Sunday        12 noon to 6 A.M.

**Late Meetings /Extended Operating Hours and Request for Additional Services:**

Contractor shall provide one relief officer to provide security services for regularly scheduled evening meetings of the **Riviera Beach City Council and CRA**. Such services shall be scheduled for each **Wednesday of each month**. Assigned hours shall be from **6:00 P.M. to 11:00 P.M;** however, the meetings may be longer or shorter. For purposes of employee safety, relief guards shall be specifically assigned and scheduled to ensure that hours worked for any single shift do not exceed nine (9) continuous hours.

From time to time, the City Manager or Chief of Police may require the Contractor to provide additional security services for evening special meetings and events. City will provide Contractor with at least 48 hours notice of required services.

**Holidays/Furlough Days:**

The City has implemented a furlough schedule. As such, City Hall will be closed to the public on the last Friday of every month, with the exception of November 24, 2010. CONTRACTOR shall not schedule security services on furlough days.

The City observes many legal holidays and on such occasions City Hall will be closed to the public. Unless otherwise notified by the City Manager or Chief of Police, Contractor shall not schedule security services for observed holidays.

The City of Riviera Beach observes the following holidays:

**Veterans Day**

**Christmas Day**

**New Year's Day**

**Good Friday**

**Memorial Day**

**Independence Day**

**Labor Day**

**Thanksgiving Day and the**

**Friday immediately**

**following**

**Birthday of Martin Luther King, Jr.**

**Presidents Day**



**EXHIBIT "B"**  
**QUALIFICATIONS OF GUARDS**

**ALL SECURITY GUARDS MUST MEET THE FOLLOWING MINIMUM REQUIREMENTS.**

- A. Age - All guards must be a minimum of twenty-five (25) years or older for employment.
- B. Mental and Physical Health - All guards must be in good mental and physical state of health consistent with the requirements to perform their safety and security tasks. Abuse of, or addiction to drugs or alcohol will be a cause for rejection.
- C. Visual Acuity - Eyesight will be equal to or better than 20/60 in both eyes without glasses/lenses or equal to or better than 20/20 in one eye and 20/30 in the other when using glasses or contact lenses. Individuals with active or progressive ocular disease will not be acceptable for duty as security guards.
- D. Hearing - Hearing loss in each ear – corrected if necessary to meet the requirement – will be less than 30 dB when tested by audiogram for frequencies below 2000 Hz.
- E. Speech - There will be a clear ability to orally communicate efficiently and effectively. Moment-of-crisis communication necessitates that guards will be free from a pronounced speech impediment.
- F. Sense of Smell - Guards will have the ability to sense odors.
- G. Citizenship/Employment Authorization - Security guards must be either US citizens or a permanent resident of the US.
- H. Language and Communication – Security guards must be able to read, write, speak and comprehend the English language efficiently and effectively as evidenced by the ability to perform the following:
  - a. Oral – conduct face-to-face and telephone conversations with colleagues and members of the public concerning services, locations, numbers, times, dates, etc; describe how work is to be done, what work has been assigned, steps to be followed, etc; give clear accurate descriptions of events (occurrences) witnessed.
  - b. Reading and Comprehension – Read orders, duties and procedures, and show that the written material that has been read is understood.
- I. Department and Appearance - Security guards are expected to maintain a high standard of civility, deportment, appearance and sobriety. When in contact with the public, security guards will reflect appropriate courtesies and forms of address.

**EXHIBIT "B"**

Page 2  
Exhibit B  
Qualification of Guards

A. Uniforms - Security guards will wear a uniform in the form described by the employing security service. Uniforms will:

- (1) Identify the employing security service.
- (2) Bear the word "Security" in a visibly evident location.
- (3) Conform to the requirements of applicable licensing authority.
- (4) Be readily distinguishable from the uniforms of public police.

B. Background Information - Contractor must provide proof of criminal record check through City of Riviera Beach Police Department. Security guards having any record of misdemeanor or felony convictions will not be accepted.

C. Training - All armed guards must possess the appropriate license issued by the State of Florida for armed security guards.

# EXHIBIT "C"

## HOURLY RATE COST PROPOSAL SHEET (To Be Completed By the Proposer) REQUEST FOR BID 248-09

### ARMED SECURITY GUARD SERVICES

**Company:**   
**Address:**   
**City, Zip:**   
**Phone:**  **Fax:**   
**Tax ID:**

The rates stated below include all cost associated with the performance of the services specified.

	Hourly Rate	Estimated Annual Hours	Total Estimated Annual Cost
<b>Cost per hour for Armed Security Personnel:</b>	\$ <input type="text" value="12.70"/>	8970	\$ <input type="text" value="113,919.00"/>
<b>Cost per additional hour beyond agreement costs: (Overtime rate)</b>	\$ <input type="text" value="12.70"/>	458	\$ <input type="text" value="5816.60"/>
<b>Estimated Annual Total:</b>			\$ <input type="text" value="119,735.60"/>
<b>Minimum Hours Required:</b> (If your company requires a minimum number of hours billed per week, please indicate.)			<input type="text" value="0"/>

\* This is an *Estimate of the total annual hours. These hours may increase or decrease (3 armed guards: 2@ City Hall, 1@ City Marina).*

RESOLUTION NO. 46-10

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 THE PALM BEACH CONSULTING GROUP LLC FOR PROFESSIONAL SERVICES ON THE MARINA DISTRICT PROJECT TO ASSIST THE CITY AND CRA WITH DEVELOPMENT AND IMPLEMENTATION OF THE MARINA DISTRICT CONCEPT PLAN IN AN AMOUNT NOT TO EXCEED \$25,000; AUTHORIZING THE FINANCE DIRECTOR TO MAKE PAYMENT FROM ACCOUNT NO. 001-0717-515-0-3106; AND PROVIDING AN EFFECTIVE DATE.

**WHEREAS**, the City has approved the concept plan for the International Harbor at Riviera Beach Project; and;

**WHEREAS**, the City desires to have Palm Beach Consulting Group, LLC provide professional services on the Marina District project as Project Manager to insure that the interests of the City and CRA are appropriately represented in discussions with prospective developers and to insure that a feasible conceptual direction to proceed with the project is identified.

**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 Professional Service Agreement with Palm Beach Consulting Group, LLC as Project Manager to assist the City and CRA with development of the Marina District concept plan including discussions of the various elements and components, as specifically set forth in the Scope of Work in "Attachment A".

**SECTION 2.** That the Finance Director is authorized to make payment in the amount not to exceed \$25,000 from Account No. 001-0717-515-0-3106.

**SECTION 3.** This Resolution shall become effective upon its passage and approval by City Council.

PASSED and APPROVED this 5 day of May, 2010.

APPROVED:



THOMAS MASTERS  
MAYOR



DAWN S. PARDO  
CHAIRPERSON

ATTEST:



CARRIE E. WARD  
MASTER MUNICIPAL CLERK  
CITY CLERK



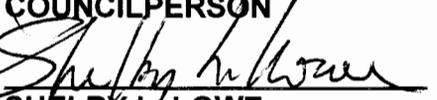
JUDY L. DAVIS  
CHAIR PRO-TEM



BILLIE E. BROOKS  
COUNCILPERSON



CEDRICK A. THOMAS  
COUNCILPERSON



SHELBY L. LOWE  
COUNCILPERSON

MOTIONED BY: B. BROOKS

SECONDED BY: S. LOWE

D. PARDO AYE

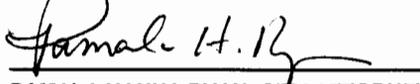
J. DAVIS AYE

B. BROOKS AYE

C. THOMAS AYE

S. LOWE AYE

REVIEWED AS TO LEGAL SUFFICIENCY



PAMALA HANNA RYAN, CITY ATTORNEY

DATE: 5/3/10

MEM  
4-27-10

RESOLUTION NO. 47-10

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF RIVIERA BEACH, PALM BEACH COUNTY, FLORIDA AUTHORIZING THE MAYOR AND CITY CLERK TO EXECUTE A CONTRACT WITH JH SPRAGUE CONSULTING, L.L.C. TO PROVIDE CONSULTATION SERVICES ON THE MARINA PROJECT TO ASSIST THE CITY AND CRA WITH DEVELOPMENT AND IMPLEMENTATION OF THE MARINA RENOVATION AND DEVELOP AND MONITOR GRANT APPLICATION PROCESSES; AUTHORIZING THE FINANCE DIRECTOR TO MAKE PAYMENT FROM ACCOUNT NO. 001-0717-515-0-3106 IN AN AMOUNT NOT TO EXCEED \$15,000; AND PROVIDING AN EFFECTIVE DATE.

**WHEREAS**, the City has approved the concept plan for the International Harbor at Riviera Beach Project; and

**WHEREAS**, the City desires to have JH Sprague Consulting, L.L.C. provide consulting services on the Marina Renovation project, as Consultant, to insure that the interests of the City and CRA area appropriately represented in discussions and in the area of grant application processes as set forth in the Scope of Work detailed in Exhibit "A".

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

**SECTION 1.** The Mayor and City Clerk are authorized to execute a contract with JH Sprague Consulting, L.L.C., as Consultant to assist the City and CRA with development of the marina renovation and including discussions of the various concept plan elements, and in the area of grant application processes, as specifically set forth in the Scope of Work in Exhibit "A".

**SECTION 2.** The Finance Director is authorized to make payment in the amount not to exceed \$15,000 from Account No. 001-0717-515-0-3106.

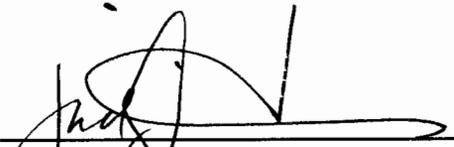
**SECTION 3.** This Resolution shall become effective upon its passage and approval by the City Council.

PASSED and APPROVED this 5 day of May, 2010.

APPROVED:  
  
\_\_\_\_\_  
THOMAS A. MASTERS  
MAYOR

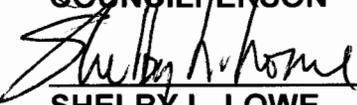
  
\_\_\_\_\_  
DAWN S. PARDO  
CHAIRPERSON

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

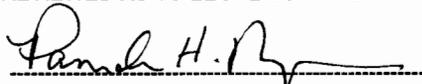
D. PARDO AYE

J. DAVIS AYE

B. BROOKS AYE

C. THOMAS AYE

S. LOWE AYE

REVIEWED AS TO LEGAL SUFFICIENCY  
  
\_\_\_\_\_  
PAMALA HANNA RYAN, CITY ATTORNEY  
DATE: 5/4/10

RESOLUTION NO. 48-10

**A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF RIVIERA BEACH, PALM BEACH COUNTY, FLORIDA APPROPRIATING FUNDS FROM THE COMMUNITY BENEFITS ACCOUNT FOR THE RIVIERA BEACH YOUTHBUILD PROGRAM IN THE AMOUNT OF \$66,000 FOR ON-THE-JOB TRAINING PROGRAMS IN THE CONSTRUCTION, PLUMBING, ELECTRICAL, ROOFING, AND LANDSCAPING INDUSTRY, AS WELL AS, PREPARING THE YOUNG ADULTS TO RECEIVE THEIR GENERAL EQUIVALENCY DIPLOMA (GED) OR EQUIVALENT; AND AUTHORIZING THE ACCEPTANCE OF THE SCOPE OF SERVICES; AND PROVIDING AN EFFECTIVE DATE.**

**WHEREAS**, YouthBuild is a national organization that provides services to local communities; and

**WHEREAS**, YouthBuild provides employment, education and job skill training to young adults who have not completed high school or earned a GED; and

**WHEREAS**, young people in the YouthBuild Program receive viable life skills training and encouragement, and also realize increased self esteem; and

**WHEREAS**, during the City Council meeting on April 21, 2010, the Riviera Beach Mayor and City Council expressed their support of Riviera Beach YouthBuild and indicated a desire to see the program continue operating within the City; and

**WHEREAS**, the City of Riviera Beach is willing to assist with gap funding to continue the job training and education component of Riviera Beach YouthBuild while the organization pursues adequate grant funding to support the overall 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 Finance Director is authorized to appropriate funds from the Community Benefits Contract Services Account in the amount of \$66,000.

**SECTION 2.** That YouthBuild will meet every sixty (60) days for updates.

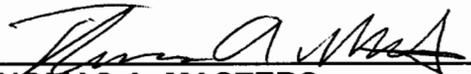
**SECTION 3.** A copy of Riviera Beach YouthBuild's Quarterly Report dated April 2010, is made a part of this Resolution.

**SECTION 4.** This Resolution shall become effective upon its passage and approval by the City Council.

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PASSED and APPROVED this 5 day of May, 2010.

APPROVED:

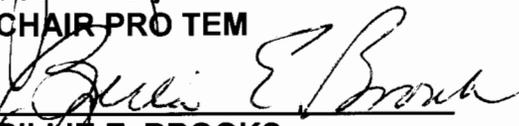
  
THOMAS A. MASTERS  
MAYOR

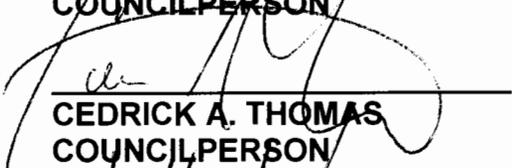
  
DAWN S. PARDO  
CHAIRPERSON

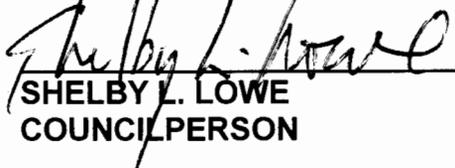
ATTEST:

  
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: C. THOMAS

SECONDED BY: S. LOWE

D. PARDO AYE

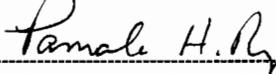
J. DAVIS AYE

B. BROOKS AYE

C. THOMAS AYE

S. LOWE AYE

REVIEWED AS TO LEGAL SUFFICIENCY

  
PAMALA HANNA RYAN, CITY ATTORNEY  
DATE: 5/5/10

RESOLUTION NO. 49-10

**A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF RIVIERA BEACH, PALM BEACH COUNTY, FLORIDA, AUTHORIZING THE FINANCE DIRECTOR TO AMEND THE 2010 POLICE FISCAL BUDGET ACCOUNTS TO MAKE PAYMENT TO PALM BEACH COUNTY BOARD OF COUNTY COMMISSIONERS IN THE AMOUNT OF \$96,624.56, AND AUTHORIZE THE FINANCE DIRECTOR TO EXECUTE THE NECESSARY DOCUMENTS TO APPLY \$12.50 FUNDS IN THE AMOUNT OF \$16,831.00; AND PROVIDING AN EFFECTIVE DATE.**

**WHEREAS**, the City desires to continue to access services with the Palm Beach County Board of County Commissioners for radio communications; and

**WHEREAS**, the City of Riviera Beach has agreed to contract service and access to Countywide 800MHz SmartZone System and paying \$211.42 as a System Maintenance Fee and \$154.00 for Renewal and Replacement Fee;

**WHEREAS**, the City of Riviera Beach has 304 subscriber radio units accessing and communicating with the Palm Beach County Countywide 800MHz SmartZone System

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

**SECTION 1.** Authorize the Finance Director to amend the 2010 Police Department Fiscal budget accounts in the following manner:

<u>From Account No.</u>	<u>Amount</u>
001-0819-521-0-3101	\$ 3,000.00
001-0819-521-0-3106	\$20,000.00
001-0819-521-0-4605	\$33,624.56
001-0819-521-0-4805	\$10,000.00
001-0819-521-0-4104	\$10,000.00
001-0819-521-0-4101	\$20,000.00
<b>Total</b>	<b>\$96,624.56</b>

<u>To Account No</u>	<u>Amount</u>
001-0817-521-0-4601	\$96,624.56
<b>Total</b>	<b>\$96,624.56</b>

**SECTION 2.** Authorize the Finance Director make payment in the amount of \$96,624.56 to Palm Beach County Board of County Commissioners for access to the Palm Beach County Countywide 800MHz SmartZone System.

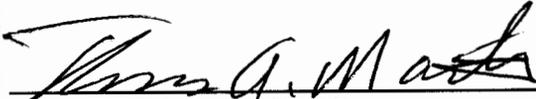
**SECTION 3.** The Finance Director is authorized to establish the necessary accounts and budget for disbursement of the State Legislative approved \$12.50 funds from the Palm Beach County Board of County Commissioners in the amount of \$16,831.00 for access to the Palm Beach County Countywide 800MHz SmartZone System

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

**PASSED AND APPROVED** this 19TH day of MAY, 2010.

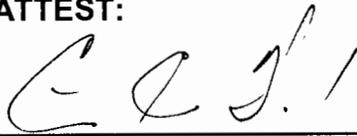
RESOLUTION NO. 49-10  
PAGE 3

APPROVED:

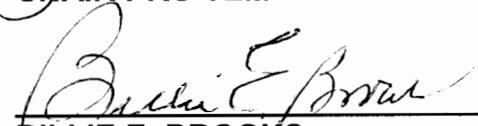
  
THOMAS A. MASTERS  
MAYOR

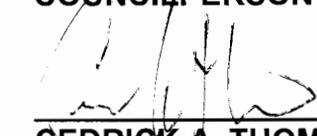
  
DAWN S. PARDO  
CHAIRPERSON

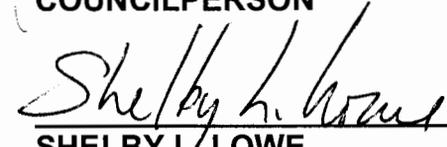
ATTEST:

  
CARRIE E. WARD  
MASTER MUNICIPAL CLERK  
CITY CLERK

  
JUDY L. DAVIS  
CHAIR PRO TEM

  
BILLIE E. BROOKS  
COUNCILPERSON

  
CEDRICK A. THOMAS  
COUNCILPERSON

  
SHELBY L. LOWE  
COUNCILPERSON

MOTIONED BY: C. THOMAS

SECONDED BY: B. BROOKS

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: 5/12/10

RESOLUTION NO. 50-10

**A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF RIVIERA BEACH, PALM BEACH COUNTY, FLORIDA, AUTHORIZING THE FINANCE DIRECTOR TO TRANSFER \$23,875.00 FROM FUND BALANCE TO THE OFFICE OF THE CITY CLERK ELECTION BUDGET ACCOUNT NOS. 001-0410-519-0-3101, 001-0410-519-0-3404, AND 001-0410-519-0-4901 TO COVER COSTS INCURRED AS A RESULT OF THE MARCH 23, 2010 RUN OFF ELECTION AND THE NEW ADDITIONAL COST INCURRED AS A RESULT OF THE AGREEMENT BETWEEN PALM BEACH COUNTY'S SUPERVISOR OF ELECTIONS; AND PROVIDING AN EFFECTIVE DATE.**

**WHEREAS**, the City of Riviera Beach held a Municipal General Election in City Council District 2 and City Council District 4 and a Special Election in City Council District 3, on March 9, 2010; and

**WHEREAS**, a Run-off Election was required in the City Council District Seat 3 Special Election on March 23, 2010; and

**WHEREAS**, the Election budget was approved without cost for a run-off in the City Council District 3 Special 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 \$23,875.00 to the Office of the City Clerk Election Account Line Item Nos. 001-0410-519-0-3101, 001-0410-519-0-3404, and 001-0410-519-0-4901.

**Section 2.** This Resolution shall take effect immediately upon passage and approval by the City Council.

**PASSED AND APPROVED this 19TH day of MAY, 2010.**

APPROVED:



**THOMAS A. MASTERS  
MAYOR**



**DAWN S. PARDO  
CHAIRPERSON**

(MUNICIPAL SEAL)

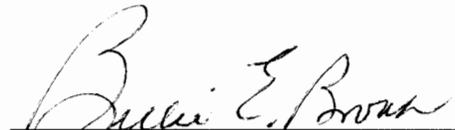


**JUDY L. DAVIS  
CHAIR PRO-TEM**

ATTEST:



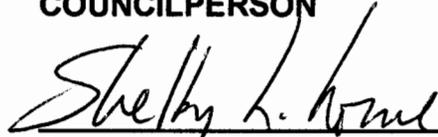
**CARRIE E. WARD  
MASTER MUNICIPAL CLERK  
CITY CLERK**



**BILLIE E. BROOKS  
COUNCILPERSON**



**CEDRICK A. THOMAS  
COUNCILPERSON**



**SHELBY L. LOWE  
COUNCILPERSON**

MOTIONED BY: C. THOMAS

SECONDED BY: B. BROOKS

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. 51-10

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF RIVIERA BEACH, PALM BEACH COUNTY, FLORIDA, AUTHORIZING THE FINANCE DIRECTOR TO APPROPRIATE \$9,905 FROM THE LAW ENFORCEMENT TRUST FUND BALANCE ACCOUNT NO. 150-00-399999 TO THE LAW ENFORCEMENT EXPENDITURE ACCOUNT NO. 150-0817-521-0-4001 AND FROM THE WEED AND SEED PROGRAM EXPENDITURE ACCOUNT NO.123-0822-521-4001 TO COVER SPONSORSHIP OF PARTICIPANTS TO ATTEND THE 25<sup>TH</sup> ANNUAL NATIONAL CONFERENCE ON PREVENTING CRIME IN THE BLACK COMMUNITY IN ORLANDO FLORIDA, ON MAY 26 -29, 2010 AND PROVIDING AN EFFECTIVE DATE .

**WHEREAS**, the Weed and Seed Program made a request for funding youths and chaperones to attend the 25<sup>th</sup> National Conference on Preventing Crime in the Black Community; and

**WHEREAS**, the Chief of Police and the City Manager recommend that sponsorship of this program be paid from the Law Enforcement Trust Fund account, which is in accordance with federal and state laws.

**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 sponsorship of (32) thirty-two youths, (9) nine Chaperones, (1) one City bus driver, (1) one Police Officer and (1) one City Council person to attend the 25th National Conference on Preventing Crime in the Black Community.

**SECTION 2:** The Finance Director is authorized to appropriate fund balance from the Law Enforcement Trust Fund for this expenditure as follows:

<b>Revenue: From</b>		
150-00-399999	LAW ENFORCEMENT TRUST FUND	\$9,905

**RESOLUTION NO. 51-10**

**PAGE 2**

**Revenue: To**

150-0817-521-0-4001    LAW ENFORCEMENT TRUST FUND                    \$9,905

**Revenue: From**

123-0822-521-4-4001    WEED AND SEED OPERATING BUDGET                    \$5,000

**SECTION 3:** The Finance Director is authorized to make payment in the amount of \$9,905 from the expenditure account number 150-0817-521-0-4001 and \$5,000 from the expenditure account number 123-0822-521-4001.

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

**PASSED and APPROVED** this 19TH day of MAY, 2010.

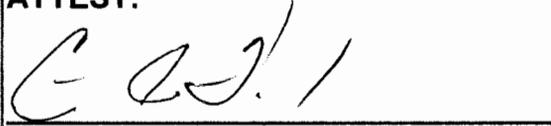
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APPROVED:

  
THOMAS A. MASTERS  
MAYOR

  
DAWN S. PARDO  
CHAIRPERSON

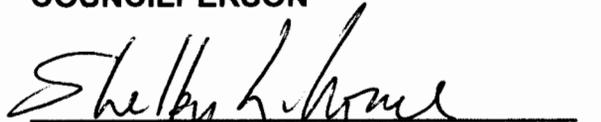
ATTEST:

  
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: C. THOMAS

SECONDED BY: B. BROOKS

D. PARDO AYE

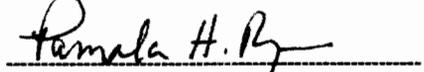
J. DAVIS AYE

B. BROOKS AYE

C. THOMAS AYE

S. LOWE AYE

REVIEWED AS TO LEGAL SUFFICIENCY

  
PAMALA HANNA RYAN, CITY ATTORNEY

DATE: 5/11/10

RESOLUTION. NO. 52-10

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF RIVIERA BEACH, PALM BEACH COUNTY, FLORIDA, APPROPRIATING FUNDING FOR ACADEMIC SUMMER CAMP 2010 TO BE HELD JUNE 14 – JULY 23, 2010, ON THE CAMPUS OF JOHN F. KENNEDY MIDDLE MAGNET SCHOOL; TRANSFERING \$130,000 FROM COMMUNITY PARTNERSHIPS BENEFIT ACCOUNT TO THE ACADEMIC SUMMER CAMP FUND TRANSFER ACCOUNT; SETTING UP A BUDGET IN THE AMOUNT OF \$130,000 FUNDING FOR THE SIX WEEK ACADEMIC SUMMER CAMP FOR MIDDLE SCHOOL STUDENTS; AND PROVIDING AN EFFECTIVE DATE.

**WHEREAS**, the City desires to provide wholesome and challenging summer youth programs that enhance the academic, physical and intellectual development of our youth while also facilitating a decrease in youth criminal activity; and

**WHEREAS**, the City operated successful Academic Summer Camps for middle school students from 1996 – 2001 and 2003 – 2009; and

**WHEREAS**, 75% of the cost of four years of the camps was funded by grants from outside funding sources - Marriott Corporation (2008) and Children Services Council of Palm Beach County and the John S. & James L. Knight Foundation (2003, 2005 – 2007); and

**WHEREAS**, sufficient funds are currently in the City's Community Partnerships account to cover the total funding of the 2010 Academic Summer Camp.

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

**SECTION 1.** That the Finance Director is authorized to transfer funds from Community Partnerships Benefit account number 608-0203-569-0-8301 to the Academic Summer Camp Fund Transfer account in the amount of \$130,000.

**SECTION 2.** That the Finance Director is authorized to set up a budget in the amount of \$130,000 for Academic Summer Camp 2010 as follows:

**Revenue:**

608-0203-569-0-8301	\$130,000	Transfer from Community Partnership Benefit Fund
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\$130,000

**Expense:**

144-1232-572-0-1201	\$ 30,380	Salary
144-1232-572-0-1203	-0-	Overtime
144-1232-572-0-1401	\$ 2,400	FICA
144-1232-572-0-3102	\$ 1,200	Employee Medical
144-1232-572-0-3404	\$ 80,920	Contract Services Personnel
144-1232-572-0-3406	\$ 2,000	Contract Services Other
144-1232-572-0-4001	\$ 4,500	Travel / Field Trips
144-1232-572-0-5201	\$ 5,600	Operating Supplies General
144-1232-572-0-5205	<u>\$ 3,000</u>	Operating Supplies Clothing (T-Shirts)
Total	\$130,000	

**SECTION 3.** That staff is authorized to advertise and coordinate staffing and operation of a six week Academic Summer Camp for middle school students.

**SECTION 4.** That staff is authorized to explore options for identification of "Seed Money" for the 2011 Academic Summer Camp.

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

**MAY 19, 2010**

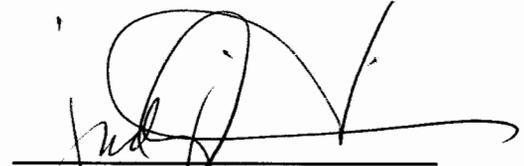
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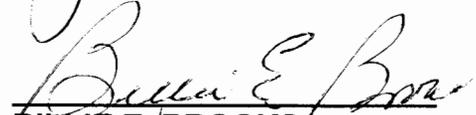
  
THOMAS A. MASTERS  
MAYOR

  
DAWN S. PARDO  
CHAIRPERSON

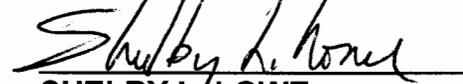
ATTEST

  
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: C. THOMAS

SECONDED BY: B. BROOKS

D. PARDO AYE

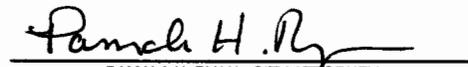
J. DAVIS AYE

B. BROOKS AYE

C. THOMAS AYE

S. LOWE AYE

REVIEWED AS TO LEGAL SUFFICIENCY

  
PAMALA H. RYAN, CITY ATTORNEY

CITY OF RIVIERA BEACH

DATE: 5/13/10

RESOLUTION NO. 53-10

**A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF RIVIERA BEACH, PALM BEACH COUNTY, FLORIDA, AUTHORIZING THE FINANCE DIRECTOR TO APPROPRIATE THE FUND BALANCE IN THE LAW ENFORCEMENT TRUST FUND ACCOUNT NUMBER 150-0817-521-2-6455 TO FUND THE PURCHASE OF LAPTOP COMPUTERS, VEHICLE LAPTOP STANDS, MICROSOFT OFFICE SOFTWARE LICENSES, AND WIRELESS DATA SERVICE FOR CITY'S POLICE DEPARTMENT; AUTHORIZING THE PAYMENT OF \$82,605.30 TO DELL MARKETING L.P.; AUTHORIZING THE PAYMENT OF \$2,135 TO STROBES-R-US; AUTHORIZING THE PAYMENT OF \$13,699 TO SHI INTERNATIONAL CORPORATION; AUTHORIZING THE ACTIVATION OF EIGHTY-THREE (83) ADDITIONAL AIRCARDS FROM AT&T MOBILITY; AND PROVIDING AN EFFECTIVE DATE.**

**WHEREAS**, the Police Department seeks to purchase seventy-three (73) laptop computers, fifty-five (55) laptop stands, fifty (50) Microsoft Office software licenses, and eighty-three (83) wireless aircards for the City's police officers; and

**WHEREAS**, police officers require the use of laptops to access mission critical databases and software applications, such as National/Florida Crime Information Center (NCIC/FCIC), Driver and Vehicle Information Database (DAVID), Field Based Reporting, and VisionMobile; and

**WHEREAS**, additional AT&T wireless data cards will be used to access the mission critical databases and software applications wirelessly from the field; and

**WHEREAS**, additional Microsoft Office software licenses are need to equip existing laptops that were previously purchased without this necessary software; and

**WHEREAS**, by activating the new AT&T aircards on or about August 1, 2010, AT&T will issue a \$100 service credit for each aircard activation, which creates a savings to the City of \$1,661 for FY2010; and

**WHEREAS**, the Police Department recommends using forfeiture funds from the Law Enforcement Trust Fund for this project; and

**WHEREAS**, this request is consistent with the provisions of Florida State Statute 932.7055.

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 funding for the laptop computers, laptop stands, software, and approves additional wireless data service.

**SECTION 2:** The City Council authorizes the Finance Director to appropriate the fund balance from the Law Enforcement Trust Fund for this expenditure as follows:

<u>Account Number</u>	<u>Description</u>	<u>Amount</u>
150-0817-521-2-6455	LETF – Cap. Machinery	\$98,439.30

**SECTION 3:** The City Council authorizes the Mayor and Finance Director to make the following payments:

<u>Vendor</u>	<u>Description</u>	<u>Amount</u>
Dell Marketing, LLC	Laptop	\$82,605.30
SHI International Corp	MS Office Software Lic.	\$13,699.00
Strobes-R-Us	Laptop Vehicle Stand	\$ 2,135.00
Project Total		\$98,439.30

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

PASSED and APPROVED this 19TH day of MAY, 2010.



RESOLUTION NO. 54-10

**A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF RIVIERA BEACH, PALM BEACH COUNTY, FLORIDA, AUTHORIZING INNOVATIVE BUSINESS STRATEGIES, INC., TO INCLUDE THE CITY OF RIVIERA BEACH IN ITS FEDERAL GRANT APPLICATIONS TO PROVIDE TECHNICAL ASSISTANCE TO SMALL CITIES AND TO ADVANCE SUPPORT OF CAPACITY-BUILDING AND SUPPORT SOCIO-ECONOMIC PARITY IN THE CITY OF RIVIERA BEACH; AND PROVIDING AN EFFECTIVE DATE.**

**WHEREAS**, the City of Riviera Beach is a small city in Palm Beach County, Florida; and

**WHEREAS**, the City of Riviera Beach has been identified as a city experiencing issues that hinder economic development for a significant portion of its citizens; and

**WHEREAS**, the City of Riviera Beach has an unemployment rate of 12.8% as of March 31, 2010; and

**WHEREAS**, there is an opportunity for the City of Riviera Beach to participate in a federal program which will provide for technical expertise to support the funding and development of a socio-economic capacity-building center; and

**WHEREAS**, Innovative Business Strategies, Inc. has the expertise to fulfill the technical needs required by the City of Riviera Beach on an as needed basis.

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

**SECTION 1.** Innovative Business Strategies, Inc. is hereby authorized to include the City of Riviera Beach in its application for Federal Funding to provide technical assistance in the acquisition of resources for support and completion of its socio-economic project.

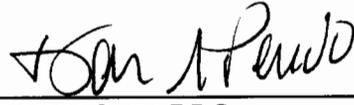
**SECTION 2.** This resolution shall become effective upon passage and approval by the City Council.

**PASSED and APPROVED** this 18 day of May, 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: \_\_\_\_\_

SECONDED BY: \_\_\_\_\_

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. 55-10

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF RIVIERA BEACH, PALM BEACH COUNTY, FLORIDA, AUTHORIZING THE FINANCE DIRECTOR TO APPROPRIATE \$22,467 FROM CAPITAL FUND BALANCE AND \$35,533 FROM ENGINEERING REVIEW FEE'S TO FUND COSTS RELATED TO ENGINEERING CONTRACT SERVICES; AND PROVIDING FOR AN EFFECTIVE DATE.

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

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

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

**SECTION 1.** That the Finance Director is authorized to appropriate funds in the General Fund as follows:

Revenue		
Engineering Review Fee	001-00-322-118	\$35,533
Expenditures		
Contract Services	001-0716-541-0-3103	\$35,533

**SECTION 2.** That the Finance Director is authorized to appropriate funds in the Additional Gas Tax Fund as follows:

Revenue		
Fund Balance	301-00-399-999	\$22,467
Expenditure		
Contract Services	301-0716-541-0-3103	\$22,467

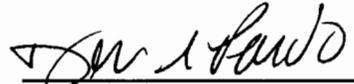
**SECTION 3.** The Finance Director to make payment for Lal John Samadi's services from various account numbers as provided above.

**SECTION 4.** This resolution shall become effective upon its passage.

**PASSED AND APPROVED** this 5TH day of MAY, 2010.

APPROVED:

  
THOMAS A. MASTERS  
MAYOR

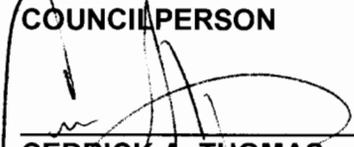
  
DAWN S. PARDO  
CHAIRPERSON

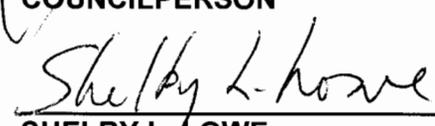
ATTEST:

  
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: J. DAVIS

SECONDED BY: B. BROOKS

C. THOMAS AYE

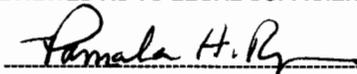
D. PARDO AYE

C. THOMAS AYE

B. BROOKS AYE

S. LOWE AYE

REVIEWED AS TO LEGAL SUFFICIENCY

  
PAMALA HANNA RYAN, CITY ATTORNEY

DATE: 4/27/10