

RESOLUTION NO. 74-10

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 BETWEEN THE PALM BEACH COUNTY TOURIST DEVELOPMENT COUNCIL AND THE CITY OF RIVIERA BEACH FOR THE 2010 BLACK ENTERTAINMENT TELEVISION (BET) SPRING BLING EVENT AND ACCEPTING FUNDS IN THE AMOUNT OF NOT TO EXCEED \$75,000 TO OFFSET COSTS ASSOCIATED WITH SPONSORING THE SPRING BLING EVENT; FURTHER DIRECTING THE FINANCE DIRECTOR TO DEPOSIT FUNDS IN THE BET SPRING BLING SPECIAL REVENUE FUND(138); AND PROVIDING AN EFFECTIVE DATE.

WHEREAS, the Black Entertainment Television (BET) Spring Bling 2010 was held on April 10, 2010; and

WHEREAS, the City incurred costs related to hosting the BET Event held in the City of Riviera Beach; and

WHEREAS, Palm Beach County Tourist Development Council desires to provide grant funding to the City of Riviera Beach to offset costs associated with holding the event in the amount not exceed \$75,000 from the Tourist development Council Special Projects Fund; and

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

Section 1: The City Council authorizes the Mayor and City Clerk to execute an agreement between the Palm Beach County Tourist Development Council and the City of Riviera Beach to receive grant funding for costs related to the Black Entertainment Television (BET) 2010 Spring Bling Event and accepting the funds not to exceed \$75,000.

Section 2: The Finance Director is authorized to deposit funds in the Spring Bling 2010 Special Revenue Fund (138).

Section 3: This Resolution shall become effective upon its passage and approval by City Council.

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PAGE 2

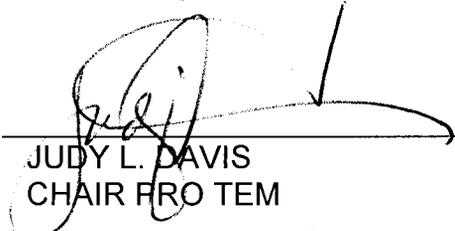
PASSED and APPROVED this 21 day of July, 2010.

APPROVED:


THOMAS A. MASTERS
MAYOR


DAWN S. PARDO
CHAIRPERSON

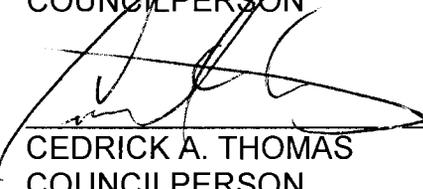
(MUNICIPAL SEAL)


JUDY L. DAVIS
CHAIR PRO TEM

ATTEST:


BILLIE E. BROOKS
COUNCILPERSON


CARRIE E. WARD,
MASTER MUNICIPAL CLERK
CITY CLERK


CEDRICK A. THOMAS
COUNCILPERSON


SHELBY L. LOWE
COUNCILPERSON

MOTIONED BY: B. BROOKS

SECONDED BY: C. THOMAS

D. PARDO: AYE

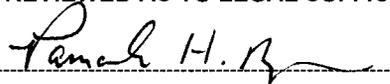
J. DAVIS: AYE

B. BROOKS: AYE

C THOMAS: AYE

S. LOWE: ABSENT

REVIEWED AS TO LEGAL SUFFICIENCY


PAMALA HANNA RYAN, CITY ATTORNEY

Date: 6/23/10

RESOLUTION NO. 75-10

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF RIVIERA BEACH, PALM BEACH COUNTY, FLORIDA, AUTHORIZING THE MAYOR AND CITY CLERK TO EXECUTE THE 2010 THRU 2011 RENEWAL SERVICE CONTRACT WITH POWER PRO-TECH SERVICES OF MAITLAND, FLORIDA TO PROVIDE SCHEDULED SERVICE AND MAINTENANCE ON GENERATORS LOCATED THROUGHOUT THE CITY, IN THE AMOUNT OF \$29,500; AUTHORIZING THE FINANCE DIRECTOR TO MAKE PAYMENTS FROM VARIOUS DEPARTMENTAL OPERATING BUDGETS; AND PROVIDING AN EFFECTIVE DATE.

WHEREAS, it is critical that emergency generators throughout the city are adequately maintained to ensure their performance when the need arises, including natural disasters and random power outages; and

WHEREAS, the City publicly solicited bids on the project and Power Pro-Tech Services was the lowest responsible bidder; and

WHEREAS, On June 13, 2007, the City Council via Resolution Number 80-07, approved award to Power Pro-Tech for a two (2) year agreement with the right to renew for three (3) additional twelve (12) month periods for emergency generator maintenance services for an estimated annual expenditure of \$29,500; and

WHEREAS, Power Pro-Tech continues to provide this service to the City of Riviera Beach in a satisfactory manner; and

WHEREAS, Power Pro-Tech has agreed to renew this contract for an additional two (2) year period with a 3.8% increase based on the CPI index under the original terms of this contract; and

WHEREAS, various departments have budgeted funds for repair and maintenance of equipment.

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

SECTION 1. The Mayor and City Clerk are authorized to execute a contract with Power Pro-Tech Services for the provision of scheduled service and maintenance on generators located throughout the City in the amount of \$29,499.96 annually.

SECTION 2. The City Council authorizes the appropriation of various Operational Funds for emergency generator maintenance services.

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PAGE 2

SECTION 3. The City Manager is hereby authorized to execute renewals as contemplated by the contract.

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

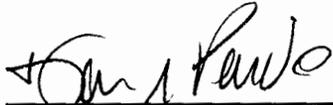
JULY 21, 2010

[SIGNATURES WILL FOLLOW ON NEXT PAGE]

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PAGE 3

APPROVED:


THOMAS A. MASTERS
MAYOR

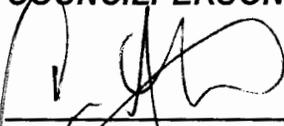

DAWN S. PARDO
CHAIRPERSON

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: J. DAVIS
SECONDED BY: B. BROOKS
C. THOMAS AYE
D. PARDO AYE
J. DAVIS AYE
B. BROOKS AYE
S. LOWE ABSENT

REVIEWED AS TO LEGAL SUFFICIENCY

PAMALA HANNA RYAN, CITY ATTORNEY

DATE: 7/1/2010

EMERGENCY GENERATOR MAINTENANCE SERVICES

THIS CONTRACT made and entered into this 21 day of July, 2010 by and between **POWER PRO-TECH SERVICES**, hereinafter referred to as **"Independent Contractor,"** whose Federal I.D. number is 01-0590478 and whose mailing address is 240 Circle Drive, Maitland, Florida, 32751 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 of Riviera Beach posted a Request for Bid (151-07), hereinafter the **"BID"** for emergency generator maintenance services, the terms of which are incorporated herein by reference; and

WHEREAS, CONTRACTOR was the successful responsible bidder under the original contract that has expired; and

WHEREAS, the renewal term of this contract shall be from July 8th, 2010, through July 7th, 2011; and

WHEREAS, the Bid allowed for and encouraged the successful bidder to extend such terms and conditions to other governmental agencies; and

WHEREAS, CONTRACTOR desires to extend such to the CITY.

NOW, THEREFORE, the parties hereto agree as follows:

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

1. That the City does hereby retain the services of the Independent Contractor for the purpose of providing maintenance services of city generators. The scope of work is as set forth more fully in the General Terms and Conditions and Special Terms and Conditions in Bid No. 15107, Exhibit "A" attached hereto and incorporated herein by reference.

2. The City agrees to compensate the Independent Contractor in accordance with the fee proposal as set forth in Exhibit "B". In no event should the contract exceed twenty-eight thousand two hundred and forty dollars (\$29,499.96) for the maintenance services of city generators. Normal repair service calls are to be billed at a rate not to exceed sixty-seven dollars and forty-seven cent per hour (\$67.47). And emergency service calls are to be billed at a rate not to exceed one-hundred-one dollars and twenty-one cent per hour (\$101.47). 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 Exhibit "A".

3. This Contract consists of this Contract, Bid No. 15107 (Exhibit "A") and the Independent Contractor's fee proposal (Exhibit "B"). The Independent Contractor agrees to be bound by all the terms and conditions set forth in this Contract, Exhibit "A" and Exhibit "B". To the extent that there exists a conflict between this Contract, Exhibit "A" and Exhibit "B", the terms, conditions, covenants, and/or provisions of this Contract shall prevail over all others.

4. The period of the Contract shall be two (2) years (24 months), with an option to renew the contract for three (3) additional twelve (12) month periods. The option for renewal will be exercised only upon mutual written Contract and with all original terms, conditions and specifications of the Contract remaining the same with no deviations. All prices, terms and conditions shall remain fixed for the initial two (2) year period of the contract with a price adjustment made after the second year of the contract and upon the first renewal based on the consumer price index (CPI) South Region (Florida), all Urban Consumers (CPI-U) subcategory, series title (mechanic) with contract anniversary month and index base year of 2009. The City's representative is authorized to execute the renewals on behalf of the City.

5. Independent Contractor hereby represents that it has complied and shall continue to comply with all applicable Federal and State statutes and local ordinances governing the work to be performed. 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.
6. 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.
7. 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.
8. 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.
9. 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.
10. 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.
11. 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.
12. The Independent 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 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.
13. The Independent Contractor shall maintain, during the life of this Contract, comprehensive automobile liability insurance in the minimum amount of \$1,000,000 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.
14. The Independent Contractor 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.

15. All work, materials and equipment and services to be furnished and/or installed by the Independent Contractor under this Contract as it relates to the servicing of generators shall be guaranteed by the Independent Contractor for a period of one (1) year from the date of service, thereof against defective materials, design and workmanship. Upon receipt of notice from the City of failure of any part covered under such warranty/guaranty period, the affected part, parts, or materials shall be replaced promptly with corrective or new works, parts or materials by the Independent Contractor at no expense to the City. In the event the Independent Contractor fails to make the necessary corrective repairs or replacements within thirty (30) days after notification by the City, the City may accomplish the work at the expense of the Contractor and seek any and all legal remedies to enforce the same.

16. All emergency services to be purchased and performed under the terms of this Contract shall be within three (3) hours from time of notification to the Contractor by the designated City representative. Response time for non-emergency repairs shall be within twenty-four (24) hours from time of notification by the designated City representation. The timely delivery and performance of said services being essential conditions of this Contract. If the services are not performed 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 one hundred and twenty-five dollars (\$125.00) for each hour elapsing between expiration of such time limit and the arrival of the Contractors personnel to begin service on the generator requiring servicing. The time limits herein stated are subject to extension without payment of damages, as provided in section 21, herein

17. The Independent Contractor shall provide the City with a written warranty of its work and with a copy of any and all applicable manufacture's warranty as it relates to the materials and parts used to accomplish the work.

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

21. 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 affect 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 Scope of Work affected by a 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 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 Council or its designated representative.

22. 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.

23. 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.

24. 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.

25. 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.

26. 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 he 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.

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

[Signatures on following page]

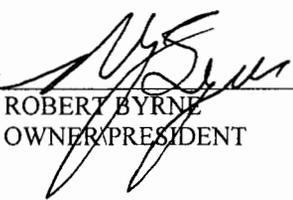
CONTRACT WITH THE CITY OF RIVIERA BEACH

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

POWER PRO-TECH SERVICES

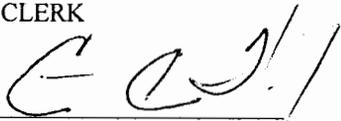
BY: 
THOMAS A. MASTERS,
MAYOR

BY: 
ROBERT BYRNE
OWNER/PRESIDENT

ATTEST:

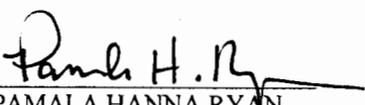
CARRIE E. WARD, MMC
CITY CLERK

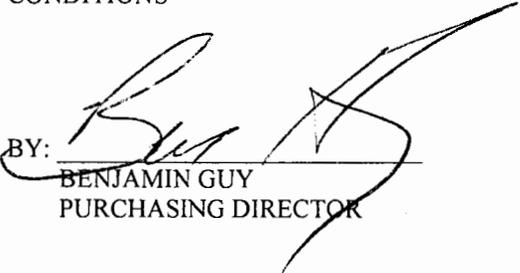
(SEAL)

BY: 

APPROVED AS TO FORM AND
LEGAL SUFFICIENCY

APPROVED AS TO TERMS AND
CONDITIONS

BY: 
PAMALA HANNA RYAN
CITY ATTORNEY

BY: 
BENJAMIN GUY
PURCHASING DIRECTOR

DATE: 7/2/10



BID COST PROPOSAL SHEET

(To Be Completed By the Bidder)

INVITATION FOR BID # 151-07 EMERGENCY GENERATOR MAINTENANCE SERVICES

Quantity	Description	2007 Hourly Rate	Adjusted Contract Renewal Price 2009 -2011
40 Hours	Normal Repair Service Work	\$ <u>65.00</u>	\$ <u>67.47</u> Hrly
40 Hours	Emergency Service Work	\$ <u>97.50</u>	\$ <u>101.21</u> Hrly
	TOTAL REPAIR SERVICE COST		
2 Months	65 KW	\$ <u>4600</u>	\$ <u>4774.80</u>
2 Months	100 KW	\$ <u>4600</u>	\$ <u>4774.80</u>
2 Months	150 KW	\$ <u>5750</u>	\$ <u>5968.50</u>
2 Months	250 KW	\$ <u>8450</u>	\$ <u>8771.10</u>
2 Months	500 KW	\$ <u>14340</u>	\$ <u>14884.92</u>
2 Months	1000 KW	\$ <u>27050</u>	\$ <u>28077.90</u>
	TOTAL GENERATOR RENTAL COST		\$ _____

TB

EXHIBIT "B" Page 2 of 4

Inventory Number	Location	Age	Make	Model#	KW	Fuel Type	2007 PRICE	RATE CHANGE	2009-2011 PRICE	Initial Acceptance
Quarterly Preventive Maintenance										
Fire Department										
4366	600 W. Blue Heron Blvd Sta. # 1	1 yr	Katolight	SP Series	100 KW	N-Gas	\$ 965.00	\$ 36.67	\$ 1,001.67	
	600 W. Blue Heron Blvd Sta. # 1	5 yrs	Honda	EM2200X	2200 W	Gasoline	\$ 365.00	\$ 13.87	\$ 378.87	
	601 W. Blue Heron Blvd Sta. # 1	5 yrs	Hale	B/S 10 HP	5000 W	Gasoline	\$ 365.00	\$ 13.87	\$ 378.87	
	1663 W. Blue Heron Blvd Sta. # 2	1 yr	Katolight	SP Series	60 KW	N-Gas	\$ 910.00	\$ 34.58	\$ 944.58	
4366	5010 N. Ocean Drive Sta. # 3	1 yr	Katolight	SP Series	60 KW	N-Gas	\$ 910.00	\$ 34.58	\$ 944.58	
4366	7501 N. Military Trail Sta. # 4	1 yr	Ford	LSG8751	U/A	Propane	\$ 910.00	\$ 34.58	\$ 944.58	
1128	600 W. Blue Heron Ladder Truck 6	15 yrs	Honda	EB 3500	3500 W	Gasoline	\$ 365.00	\$ 13.87	\$ 378.87	
	600 W. Blue Heron Ladder Truck 1	2 yrs	Harrison	U/A	10,000 W	Hydraulic	\$ 450.00	\$ 17.10	\$ 467.10	
	Fire Engine FD-1, (location varies)	11 yrs	U/A	U/A	U/A	Diesel	\$ 525.00	\$ 19.95	\$ 544.95	
	Fire Engine FD-2 (location varies)	7 yrs	Honda	EM 5000S	5000 W	Gasoline	\$ 440.00	\$ 16.72	\$ 456.72	
	Fire Engine FD-3 (location varies)	4 yrs	Honda	EM 3500S	3500 W	Gasoline	\$ 440.00	\$ 16.72	\$ 456.72	
4020	Fire Engine FD-4 (location varies)	10 yrs	Honda	EM 3500S	3500 W	Gasoline	\$ 440.00	\$ 16.72	\$ 456.72	
	Fire Engine FD-5, (location varies)	2 yrs	Honda	EM 3800SX	3800 W	Gasoline	\$ 440.00	\$ 16.72	\$ 456.72	


 Accept

EXHIBIT "B" Page 3 of 4

Inventory Number	Location	Age	Make	Model#	KW	Fuel Type	2007 PRICE	RATE CHANGE	2009-2011 PRICE	Initial Acceptance
Utilities District										
1	800 W Blue Heron Blvd	15yrs	ONAN - CUMMINS	1000DFLA	1000KW	DIESEL	\$ 3,250.00	\$ 123.50	\$ 3,373.50	
1	800 W Blue Heron Blvd	15yrs	ONAN - CUMMINS	250DFAC	250KW	DIESEL	\$ 1,365.00	\$ 51.87	\$ 1,416.87	
1	909 Ave. U (REPUMP)	8yrs	ONAN - CUMMINS	250DFAC	250KW	DIESEL	\$ 1,365.00	\$ 51.87	\$ 1,416.87	
Utilities District Lift Station Generators										
1	2050 Ave. H West L/S #1-A	3yrs	CUMMINS	NTA 855-62	350KW	DIESEL	\$ 1,395.00	\$ 53.01	\$ 1,448.01	
1	909 Ave. U L/S #50	6yrs	SDMO - JOHN DEERE	GS230UCO100 9324	220KW	DIESEL	\$ 1,395.00	\$ 53.01	\$ 1,448.01	
1	6522 Haverhill Rd. L/S #47	10yrs	KOHLER	230R0ZD71	480KW	DIESEL	\$ 1,830.00	\$ 69.54	\$ 1,899.54	
Police Department										
	600 W. Blue Heron Blvd	15 yrs	ONAN	M#70KR/15R	70kw	NATURAL	\$ 910.00	\$ 34.58	\$ 944.58	
	600 W. Blue Heron Blvd	1 yrs	CUMMINGS	GGFD-5664725	75KW	NATURAL	\$ 910.00	\$ 34.58	\$ 944.58	
City Hall										
1	600 W. Blue Heron Blvd	1 yrs	Generac		750KW	DIESEL NATURAL	\$ 2,625.00	\$ 99.75	\$ 2,724.75	
Semi-Annual Preventive Maintenance										
Utilities District										
1	5020 North Ocean Blvd. REPUMP	37yrs	CHRYSLER	AUXILIARY ENGINE	HP	PROPANE GAS	\$ 380.00	\$ 14.44	\$ 394.44	
1	Ave. C & 12TH Street REPUMP	37yrs	FORD	AUXILIARY ENGINE	HP	PROPANE GAS	\$ 380.00	\$ 14.44	\$ 394.44	
1	1490 W. 8TH Street (MLK) Well #801	37yrs	FORD	AUXILIARY ENGINE	HP	PROPANE GAS	\$ 380.00	\$ 14.44	\$ 394.44	

TB
Accept



CERTIFICATE OF LIABILITY INSURANCE

OP ID NS
POWER-2

DATE (MM/DD/YYYY)

07/09/10

PRODUCER Cooper, Simms, Nelson & Mosley 271 West Canton Avenue P.O. Box 1480 Winter Park FL 32790-1480 Phone: 407-644-8689 Fax: 407-644-9934	THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES BELOW.	
	INSURERS AFFORDING COVERAGE	NAIC #
INSURED Power Pro-Tech Services, Inc. 240 Circle Drive Maitland FL 32751	INSURER A: Hartford Fire Insurance Co.	19682
	INSURER B: Westfield Insurance Company	24112
	INSURER C: CNA Insurance Companies	
	INSURER D: Hartford Underwriters Ins. Co.	30104
	INSURER E:	

COVERAGES

THE POLICIES OF INSURANCE LISTED BELOW HAVE BEEN ISSUED TO THE INSURED NAMED ABOVE FOR THE POLICY PERIOD INDICATED. NOTWITHSTANDING ANY REQUIREMENT, TERM OR CONDITION OF ANY CONTRACT OR OTHER DOCUMENT WITH RESPECT TO WHICH THIS CERTIFICATE MAY BE ISSUED OR MAY PERTAIN, THE INSURANCE AFFORDED BY THE POLICIES DESCRIBED HEREIN IS SUBJECT TO ALL THE TERMS, EXCLUSIONS AND CONDITIONS OF SUCH POLICIES. AGGREGATE LIMITS SHOWN MAY HAVE BEEN REDUCED BY PAID CLAIMS.

INSR ADD'L LTR	INSRD	TYPE OF INSURANCE	POLICY NUMBER	POLICY EFFECTIVE DATE (MM/DD/YYYY)	POLICY EXPIRATION DATE (MM/DD/YYYY)	LIMITS	
A		GENERAL LIABILITY <input checked="" type="checkbox"/> COMMERCIAL GENERAL LIABILITY <input type="checkbox"/> CLAIMS MADE <input checked="" type="checkbox"/> OCCUR <input checked="" type="checkbox"/> Per Project Aggre GEN'L AGGREGATE LIMIT APPLIES PER <input type="checkbox"/> POLICY <input type="checkbox"/> PRO-JECT <input type="checkbox"/> LOC	21CESOA9122	05/07/10	05/07/11	EACH OCCURRENCE	\$ 1,000,000
						DAMAGE TO RENTED PREMISES (Ea occurrence)	\$ 300,000
						MED EXP (Any one person)	\$ 10,000
						PERSONAL & ADV INJURY	\$ 1,000,000
						GENERAL AGGREGATE	\$ 2,000,000
						PRODUCTS - COM/OP AGG	\$ 2,000,000
						Emp Ben.	1,000,000
B		AUTOMOBILE LIABILITY <input checked="" type="checkbox"/> ANY AUTO <input type="checkbox"/> ALL OWNED AUTOS <input type="checkbox"/> SCHEDULED AUTOS <input checked="" type="checkbox"/> HIRED AUTOS <input checked="" type="checkbox"/> NON-OWNED AUTOS	TRA5226075	05/07/10	05/07/11	COMBINED SINGLE LIMIT (Ea accident)	\$ 1,000,000
						BODILY INJURY (Per person)	\$
						BODILY INJURY (Per accident)	\$
						PROPERTY DAMAGE (Per accident)	\$
		GARAGE LIABILITY <input type="checkbox"/> ANY AUTO				AUTO ONLY - EA ACCIDENT	\$
						OTHER THAN AUTO ONLY	EA ACC \$ AGG \$
C		EXCESS / UMBRELLA LIABILITY <input checked="" type="checkbox"/> OCCUR <input type="checkbox"/> CLAIMS MADE <input type="checkbox"/> DEDUCTIBLE <input checked="" type="checkbox"/> RETENTION \$10,000	4018220051	05/07/10	05/07/11	EACH OCCURRENCE	\$ 10,000,000
						AGGREGATE	\$ 10,000,000
							\$
							\$
							\$
D		WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH) If yes, describe under SPECIAL PROVISIONS below Y/N <input checked="" type="checkbox"/> N	21WEPK8866	03/08/10	03/08/11	<input checked="" type="checkbox"/> WC STATU-TORY LIMITS <input type="checkbox"/> OTH-ER	
						E L EACH ACCIDENT	\$ 1,000,000
						E L DISEASE - EA EMPLOYEE	\$ 1,000,000
						E L DISEASE - POLICY LIMIT	\$ 1,000,000
		OTHER					

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES / EXCLUSIONS ADDED BY ENDORSEMENT / SPECIAL PROVISIONS
 *10 Days notice for nonpayment of premium.

CERTIFICATE HOLDER RIVER01 City of Riviera Beach 600 West blue Heron Drive Riviera Beach FL 33040	CANCELLATION SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, THE ISSUING INSURER WILL ENDEAVOR TO MAIL 30* DAYS WRITTEN NOTICE TO THE CERTIFICATE HOLDER NAMED TO THE LEFT, BUT FAILURE TO DO SO SHALL IMPOSE NO OBLIGATION OR LIABILITY OF ANY KIND UPON THE INSURER, ITS AGENTS OR REPRESENTATIVES. AUTHORIZED REPRESENTATIVE
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RESOLUTION NO. 76-10

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF RIVIERA BEACH, PALM BEACH COUNTY, FLORIDA, AUTHORIZING THE CITY OF RIVIERA BEACH PURCHASING DEPARTMENT TO PURCHASE GOODS AND SERVICES FROM VARIOUS PIGGYBACK CONTRACTS PUBLICLY SOLICITED BY OTHER GOVERNMENT ENTITIES, TO INCLUDE SOLE SOURCE AND PROPRIETARY PURCHASES FOR THE PURPOSE OF VARIOUS COMMONLY USED COMMODITY PURCHASES IN FISCAL YEARS 2010-2013; AND PROVIDING AN EFFECTIVE DATE.

WHEREAS, the City of Riviera Beach, Purchasing Department currently utilizes the Florida Sheriff Association, Southeast Florida Governmental Purchasing Cooperative, State of Florida Contracts, US Communities, and piggybacks off of other government entities; and

WHEREAS, these Cooperatives are composed of various government purchasing entities that have joined together to provide volume discounts and favorable pricing for supplies, services and equipment, to lower costs of commonly used commodities, as well as, promote purchasing professionalism; and

WHEREAS, piggybacking available contracts from other government entities will create cost savings to the departments within the City and provide efficient procurement of annually budgeted operating supplies and services.

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

SECTION 1. Staff is hereby given authorization to purchase goods and services from various piggyback contracts publicly solicited by other government entities, to include sole source and proprietary purchases for the fiscal years of 2010-2013.

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

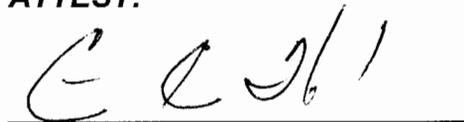
RESOLUTION NO. 76-10
PAGE 2

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

C. THOMAS AYE

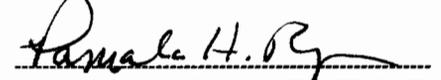
D. PARDO AYE

J. DAVIS AYE

B. BROOKS AYE

S. LOWE ABSENT

REVIEWED AS TO LEGAL SUFFICIENCY


PAMALA HANNA RYAN, CITY ATTORNEY

DATE: 7/14/10

RESOLUTION NO. 77-10

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF RIVIERA BEACH, PALM BEACH COUNTY, FLORIDA, AWARDING THE BID FOR RECONSTRUCTION OF WEST 34TH STREET TO B & B UNDERGROUND CONTRACTORS, INC. IN THE AMOUNT OF \$385,739.35; AUTHORIZING THE MAYOR AND CITY CLERK TO EXECUTE THE CONTRACT; AUTHORIZING THE FINANCE DIRECTOR TO MAKE PAYMENT FOR SAME; AND PROVIDING FOR AN EFFECTIVE DATE.

WHEREAS, bids for reconstruction of West 34th Street were opened on June 28, 2010; and

WHEREAS, B & B Underground Contractors, Inc. is the responsible low bidder.

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 submitted by B & B Underground Contractors, Inc. for reconstruction of West 34th Street is accepted in the amount of \$385,739.35.

SECTION 2. The Mayor and City Clerk are authorized to execute the contract with B&B Underground Contractors, Inc.

SECTION 3. The City Manager is hereby authorized to approve change orders in the amount not to exceed 10% of the contract price.

SECTION 4. The Finance Director is authorized to make payment for same from the following accounts:

108-0716-541-4-6355	\$309,944
301-0716-541-0-6355	\$80,000
413-1437-533-0-6558	\$29,389
413-1438-535-0-6558	\$30,000

RESOLUTION NO. 77-10
PAGE 2

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

PASSED and APPROVED on this 21ST day of JULY, 2010.

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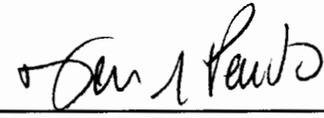
RESOLUTION NO. 77-10

PAGE 3

APPROVED:

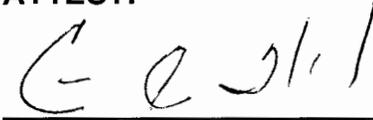


THOMAS A. MASTERS
MAYOR

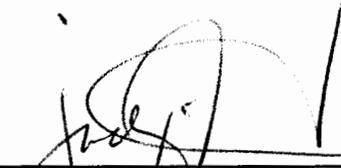


DAWN S. PARDO
CHAIRPERSON

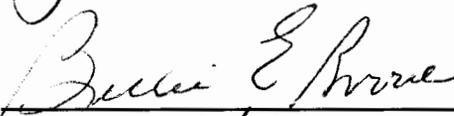
ATTEST:



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: J. DAVIS

SECONDED BY: B. BROOKS

D. PARDO AYE

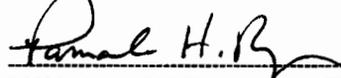
J. DAVIS AYE

B. BROOKS AYE

C. THOMAS AYE

S. LOWE ABSENT

REVIEWED AS TO LEGAL SUFFICIENCY



PAMALA HANNA RYAN, CITY ATTORNEY

DATE: 7/12/10

RESOLUTION NO. 78-10

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF RIVIERA BEACH, PALM BEACH COUNTY, FLORIDA, APPROVING AN INTERLOCAL AGREEMENT BETWEEN THE CITY OF RIVIERA BEACH AND THE PALM BEACH COUNTY CRIMINAL JUSTICE COMMISSION TO PROVIDE FUNDING IN THE AMOUNT OF \$16,244.00 FOR AN ADDITIONAL POSITION WITHIN THE WEED AND SEED PROGRAM THROUGH SEPTEMBER 30, 2010; AUTHORIZING THE CITY MANAGER TO EXECUTE THE INTERLOCAL AGREEMENT; AUTHORIZING THE FINANCE DIRECTOR TO SET UP A BUDGET IN THE WEED AND SEED PROJECT FUND (123); AND PROVIDING AN EFFECTIVE DATE

WHEREAS, the Palm Beach County Criminal Justice Commission has awarded the city of Riviera Beach Weed and Seed program a grant in the amount of \$16,244.00 to fund the City of Riviera Beach Weed and Seed Program; and

WHEREAS, the funds are designated for the "Weed" component of the Riviera Beach Weed and Seed program, which allows a police officer to work at the safe haven mentoring children, addressing crime and documenting and retrieving requested crime statistics, and other related issues.

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

SECTION 1. The City Council approves the interlocal agreement between the Palm Beach County Criminal Justice Commission and the City of Riviera Beach.

SECTION 2. The City Manager is authorized to execute the agreement.

SECTION 3. That the number of authorized positions of police officer in the Police Department is hereby increased by one, for the duration of this interlocal agreement

SECTION 4. That the Finance Director is authorized to set up a budget in the Weed and Seed Project Funds (123) as follows:

Revenue:
123-00-337902 \$16,244.00 County Weed and Seed Grant

Expenditures:
123-0822-521-4-1201 \$9,863.00 Salaries and wages
123-0822-521-4-1401 \$736.00 FICA/Medicaid
123-0822-521-4-1403 \$2,209.00 Health/Dental Insurance
123-0822-521-4-1404 \$39.00 Life
123-0822-521-4-4002 \$3,397.00 Retirement

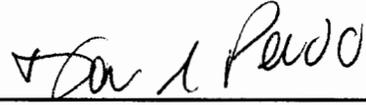
SECTION 5. This resolution shall take effect immediately upon its passage and approval.

PASSED and APPROVED this 21 day of July, 2010.

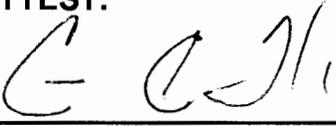
RESOLUTION NO. 78-10
PAGE 3

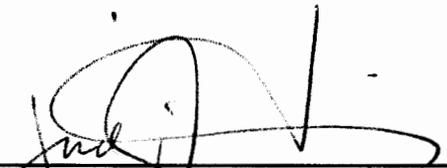
APPROVED:


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

C. THOMAS AYE

D. PARDO AYE

J. DAVIS AYE

B. BROOKS AYE

S. LOWE AYE

REVIEWED AS TO LEGAL SUFFICIENCY


PAMALA HANNA RYAN, CITY ATTORNEY

DATE: 7/17/2010

RESOLUTION NO. 79-10 A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF RIVIERA BEACH, PALM BEACH COUNTY, FLORIDA, SETTING THE MAXIMUM MILLAGE RATE FOR FISCAL YEAR 2010-2011 AT A RATE OF 9.4260 MILLS; AND PROVIDING AN EFFECTIVE DATE.

MOTION FAILED JULY 21, 2010

RESOLUTION. NO. 80-10

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF RIVIERA BEACH, PALM BEACH COUNTY, FLORIDA, AUTHORIZING THE FINANCE DEPARTMENT TO MAKE PAYMENT IN THE AMOUNT OF \$2,500.00 TO CULINARY FLAIR AS FINAL PAYMENT FOR PROVIDING LUNCH TO PARTICIPANTS IN THE YOUTH EMPOWERMENT PROGRAM'S SUMMER CAMP; AND PROVIDING FOR PAYMENT OF POSSIBLE ADDITIONAL FEES THAT MAY BE INCURRED BY OTHER CITY DEPARTMENTS DURING THE 2009 – 2010 BUDGET YEAR; AND PROVIDING AN EFFECTIVE DATE.

WHEREAS, city departments request quotes from at least three vendors for food, equipment, and catering services for occasional city sponsored events or programs; and

WHEREAS, Culinary Flair is often the most cost effective and reliable vendor response; and

WHEREAS, there is a \$10,000.00 limit on the amount of money that can be paid to any one vendor during a budget year without City Council approval; and

WHEREAS, Culinary Flair is near the \$10,000.00 budget year maximum for 2009 – 2010; and

WHEREAS, the final payment to Culinary Flair in the amount of \$2,500.00 for lunch service provided to participants in the Youth Empowerment Program's Summer Camp requires City Council approval; and

WHEREAS, City Council approval is required for other city departments to be able to select Culinary Flair if they are the most cost effective catering service vendor to respond to a request for quotes for other city sponsored events/programs during the 2009 – 2010 budget year.

RESOLUTION NO. 80-10
PAGE 2

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 make payment from account number 001-0822-569-1-4900 to Culinary Flair in the amount of \$2,500.00.

SECTION 2. That city departments are authorized to select Culinary Flair if it is the most cost effective responder to a request for quote for food, equipment, or catering service for a city sponsored event or program in fiscal year 2009-10; said additional amount not to exceed \$10,000.

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

APPROVED:



THOMAS A. MASTERS
MAYOR

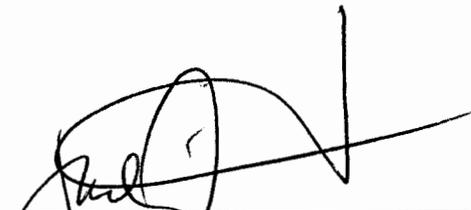


DAWN S. PARDO
CHAIRPERSON

ATTEST



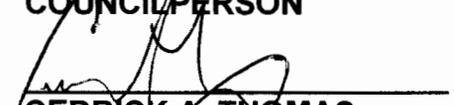
CARRIE E. WARD,
MASTER MUNICIPAL CLERK
CITY CLERK



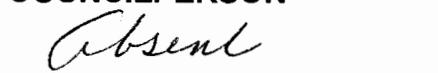
JUDY L. DAVIS
CHAIR PRO TEM



BILLIE E. BROOKS
COUNCILPERSON



CEDRICK A. THOMAS
COUNCILPERSON



SHELBY L. LOWE
COUNCILPERSON

MOTIONED BY: C. THOMAS

SECONDED BY: B. BROOKS

D. PARDO AYE

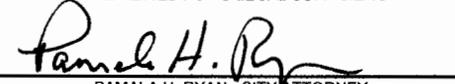
J. DAVIS AYE

B. BROOKS AYE

C. THOMAS AYE

S. LOWE ABSENT

REVIEWED AS TO LEGAL SUFFICIENCY



PAMALA H. RYAN, CITY ATTORNEY

CITY OF RIVIERA BEACH

DATE: 7/14/10