

RESOLUTION NO. 89-10

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 THREE YEAR AGREEMENT WITH HEALTH CAREER INSTITUTE PROVIDING FOR THE EDUCATION AND TRAINING OF STUDENTS IN THE PARAMEDIC AND EMT PROGRAMS AT HEALTHE CAREER INSTITUTE; AND PROVIDING AN EFFECTIVE DATE.

WHEREAS, the City of Riviera Beach and Health Career Institute desire to execute a new three year agreement for the continued education and training of students in the Paramedic and EMT programs; and

WHEREAS, this agreement has been mutually beneficial for each agency since 2002 as these students assist our personnel in the provision of patient care to the citizens and visitors of Riviera Beach may eventually become Riviera Beach Fire Rescue personnel.

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

Section 1: The Mayor and City Clerk are authorized to execute an agreement with Health Career Institute to provide for the education and training of students in the Paramedic and EMT programs.

Section 2: A copy of the agreement is attached hereto and made part thereof.

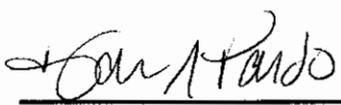
Section 3: This Resolution shall take effect upon its passage and approval by City Council.

RESOLUTION NO. 89-10
PAGE 2

APPROVED:



THOMAS A. MASTERS
MAYOR

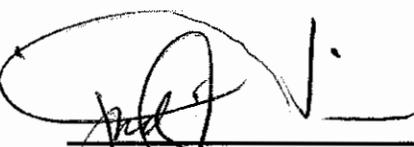


DAWN S. PARDO
CHAIRPERSON

ATTEST:



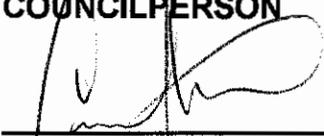
CARRIE E. WARD
MASTER MUNICIPAL CLERK
CITY CLERK



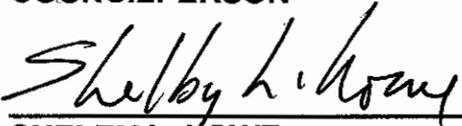
JUDY L. DAVIS
CHAIR PRO TEM



BILLIE E. BROOKS
COUNCILPERSON



CEDRICK A. THOMAS
COUNCILPERSON



SHELBY L. LOWE
COUNCILPERSON

MOTIONED BY: J. DAVIS

SECONDED BY: B. BROOKS

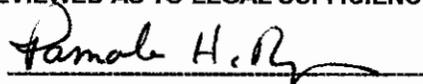
D. PARDO: AYE

J. DAVIS: AYE

B. BROOKS: AYE

C. THOMAS: AYE

S. LOWE: AYE

REVIEWED AS TO LEGAL SUFFICIENCY


PAMALA HANNA RYAN, CITY ATTORNEY
DATE: 8/10/10

HCI

HEALTH CAREER INSTITUTE



Health Career Institute
(561) 586-0121 Office
(561) 586-7616 Fax

AGREEMENT

This Agreement, made and entered into on this 18 day of August, 2010 by and between The CITY of RIVIERA BEACH, 600 West Blue Heron Boulevard, Riviera Beach, Florida, 33404, hereinafter referred to as "CITY or FIRE RESCUE", and Health Career Institute, 1926 10th Ave N. Suite 106 Lake Worth, Florida 33461 a public corporation under the laws of the State of Florida, hereinafter referred to as "SCHOOL".

Whereas, the parties hereto desire to enter into a contractual arrangement providing for education and training of students in the Paramedic and Emergency Medical Technician (EMT) programs.

NOW THEREFORE, It Is Agreed Between The Parties As Follows:

1. The SCHOOL has undertaken to educate and train students in the Paramedic and EMT programs.
2. The programs shall be under the auspice of the SCHOOL, as defined in Florida State Statute Chapter 401 and Administrative Code 64E-2.036, Training Program.
3. This agreement shall continue for three (3) year and may be renewed annually by the mutual consent of both parties. This agreement may be terminated by either party with or without cause upon thirty (30) days prior written notice, but such termination shall not be effective as to the then enrolled students who shall have an opportunity to complete their program.

The SCHOOL Further Agrees To:

1. The SCHOOL hereby represents that it has complied and shall continue to comply with all applicable Federal and State statutes and local ordinances. Further, the SCHOOL shall be solely responsible for obtaining and complying with all necessary permits, approvals and

authorizations required for the training programs which are the subject of this Agreement from any federal, state, regional, county, or city agency.

2. Ensure that students in the Paramedic and EMT programs are subject to and comply with the rules and regulations of the SCHOOL and receive the training and certification required by Florida State Statute Section 401.2701 and Administrative Code 64E-2.036, Training Program.

3. Adhere to the policies and procedures established by FIRE RESCUE to include Exposure Control Plan for Blood Borne Pathogens and all related Infectious Control Policies.

4. Consult with the FIRE RESCUE designee selecting clinical experiences for the students of the program. However, the SCHOOL acknowledges and hereby agrees that such clinical experiences shall ultimately be decided by FIRE RESCUE and as the circumstances may permit.

5. Provide a list of students and the dates for which such students are expected to participate in the clinical experiences to FIRE RESCUE.

6. The SCHOOL shall ensure that each student provides at his or her own expense the following:

- a. Uniforms
- b. Laundry service
- c. Transportation
- d. Meals
- e. Physical examination
- f. Required immunizations
- g. Hospital and medical treatment
- h. Personal/private accident insurance or evidence of such protection so as to include Professional liability insurance coverage of not less than \$1,000,000.00 per occurrence and \$3,000,000.00 aggregate. Such insurance shall specifically include CITY as an additional insured.

7. No student shall perform any procedure(s) on a patient unless such student has previously demonstrated sufficient competency at such procedure(s) so as to satisfy any federal, state, regional, county, city and/or educational requirement(s) for the performance of such procedure(s).

FIRE RESCUE Further Agrees To:

1. Provide the necessary facilities for clinical experiences for Paramedic and EMT instruction.
2. Cooperate in the assignments of the students at FIRE RESCUE with staff of the SCHOOL, however; such assignments shall be in accordance with the Fire Rescue's established shifts, available qualified supervisory personnel and station availability.
3. Provide liaison between the FIRE RESCUE administrator and the SCHOOL Program Coordinator.
4. Provide for supervision at all times of students while participating in the clinical setting at FIRE RESCUE.

Both Parties Further Agree as Follows:

1. No student shall in connection with this agreement or performance of services hereunder have a right to or claim for any wages, salary, or any other form of compensation, unemployment compensation, civil service or other employee rights, privileges and/or benefits granted by operation of law or otherwise. No student shall be deemed an employee of FIRE RESCUE, for any purpose, during the performance of services hereunder.
2. Neither party to this Agreement nor their respective officers, agents, representatives or employees shall be deemed to have assumed any liability for the negligent or wrongful acts or omissions of the other.
3. To the extent permitted by law, the SCHOOL, shall indemnify and save harmless and defend FIRE RESCUE, 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 SCHOOL, its students, agents, servants, or employees in the performance of services under this Contract. Nothing in this provision shall be construed as consent by FIRE RESCUE to be sued, nor as a waiver of sovereign immunity beyond the waiver provided in Section 768.28, Florida Statutes.
4. 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.

5. This Agreement and any dispute, disagreement, or issue of construction, declaration or interpretation arising hereunder whether relating to its execution, its validity, the obligations provided herein, performance or breach shall be governed and interpreted according to laws of the State of Florida. Any and all action necessary to enforce the Agreement will be held in Palm Beach County, Florida. If any action, whether in law, equity or otherwise is brought for the interpretation or enforcement of this Agreement, or because of an alleged dispute, breach, default or misrepresentation in connection with any provision of this Agreement, the successful or prevailing party or parties shall be entitled to recover reasonable attorney's fees, court costs and all expenses (including taxes) even if not taxable as court costs (including, without limitation, all such fees, costs and expenses incident to appeals), incurred in that action or proceeding, in addition to any other relief to which such party or parties may be entitled.

6. FIRE RESCUE and the SCHOOL, agree that this Agreement sets forth the entire agreement between the parties, and that there are no promises or understandings other than those stated herein. None of the provisions, terms and conditions contained in this Agreement may be added to, modified, superseded or otherwise altered, except by written instrument executed by the parties.

7. Failure of FIRE RESCUE to enforce or exercise any right(s) under this agreement shall not be deemed a waiver of FIRE RESCUE'S right to enforce or exercise said right(s) at any time thereafter.

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

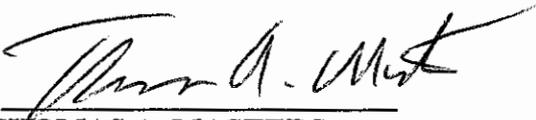
9. In the event that any section, paragraph, sentence, clause, or provision hereof is held invalid by a court of competent jurisdiction, such holding shall not affect the remaining portions of this Agreement and the same shall remain in full force and effect.

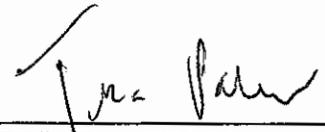
AGREEMENT WITH THE CITY OF RIVIERA BEACH

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

CITY OF RIVIERA BEACH

HEALTH CAREER INSTITUTE

BY: 
THOMAS A. MASTERS
MAYOR

BY: 
TINA PALERMO
PRESIDENT

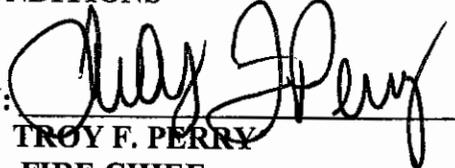
ATTEST:


CARRIE E. WARD
MASTER MUNICIPAL CLERK
CITY CLERK

**APPROVED AS TO FORM AND
LEGAL SUFFICIENCY**

BY: 
PAMALA H. RYAN
CITY ATTORNEY

**APPROVED AS TO TERMS AND
CONDITIONS**

BY: 
TROY F. PERRY
FIRE CHIEF

DATE: 8/18/10

RESOLUTION NO. 90-10

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF RIVIERA BEACH, PALM BEACH COUNTY, FLORIDA, AUTHORIZING THE MAYOR AND CITY CLERK TO EXECUTE SUPPLEMENTAL AGREEMENT NO.1 TO THE LOCAL AGENCY PROGRAM AGREEMENT BETWEEN THE CITY OF RIVIERA BEACH AND FLORIDA DEPARTMENT OF TRANSPORTATION FOR IMPROVING STATE ROAD A1A; AND PROVIDING FOR AN EFFECTIVE DATE.

WHEREAS, The City of Riviera Beach has entered into an agreement with the Florida Department of Transportation for receiving funds to improve State Road A1A between Broadway and the north City limit on Singer Island; and

WHEREAS, The City Council awarded the bid to the low bidder on June 16, 2010;
and

WHEREAS, The total bid amount is less than the allocated funds for this project;
and

WHEREAS, The Department of Transportation has proposed Supplemental Agreement No. 1 to adjust the funding to reflect the costs of construction and construction engineering and inspection for the improvements on SR A1A.

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

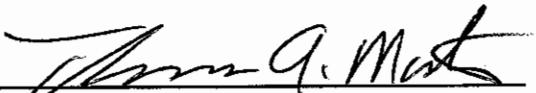
SECTION 1. The Mayor and City Clerk are authorized to execute Supplemental Agreement No.1 to the Local Agency Program (LAP) Agreement with the Florida Department of Transportation for improving State Road A1A.

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

PASSED AND APPROVED this 18 day of August, 2010.

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APPROVED:



THOMAS A. MASTERS
MAYOR

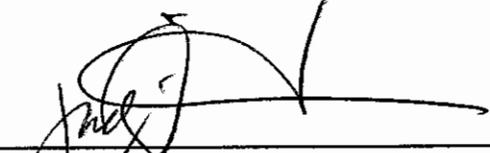


DAWN S. PARDO
CHAIRPERSON

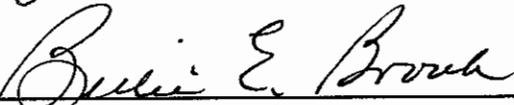
ATTEST:



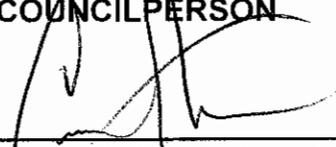
CARRIE E. WARD
MASTER MUNICIPAL CLERK
CITY CLERK



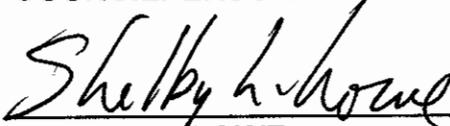
JUDY L. DAVIS
CHAIR PRO TEM



BILLIE E. BROOKS
COUNCILPERSON



CEDRICK A. THOMAS
COUNCILPERSON



SHELBY L. LOWE
COUNCILPERSON

MOTIONED BY: B. BROOKS

SECONDED BY: J. DAVIS

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. 91-10

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF RIVIERA BEACH, PALM BEACH COUNTY, FLORIDA, APPROVING AN AGREEMENT WITH PALM BEACH COUNTY RECEIVING COMMUNITY DEVELOPMENT BLOCK GRANT FUNDS IN THE AMOUNT OF \$98,876.39; AUTHORIZING THE MAYOR AND CITY CLERK TO EXECUTE THE AGREEMENT; AUTHORIZING THE FINANCE DIRECTOR TO SET UP A BUDGET AND APPROPRIATE FUND BALANCE IN THE PAVING AND DRAINAGE CONSTRUCTION FUND IN THE AMOUNT OF \$31,123.61 FOR A TOTAL AMOUNT OF \$130,000; AND PROVIDING AN EFFECTIVE DATE.

WHEREAS, on February 27, 2007, the City entered into an agreement with Palm Beach County for receiving Community Development Block Grant Funds to reconstruct West 32nd Street between Avenue R and Avenue O; and

WHEREAS, on October 3, 2007, the City awarded the bid to Capitol Contracting Group, LLC (Capitol) for reconstruction of West 32nd Street; and

WHEREAS, Capitol Contracting refused to correct deficiencies in drainage pipes as identified during inspection by the City; and

WHEREAS, the City desires to correct the deficient work by retaining an outside contractor; and

WHEREAS, Palm Beach County desires to enter into an agreement to reimburse the City in the amount of \$98,876.39 for the drainage repair work on West 32nd Street.

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

SECTION 1. The agreement between the City of Riviera Beach and Palm Beach County for receiving Community Development Block Grant Funds is hereby approved.

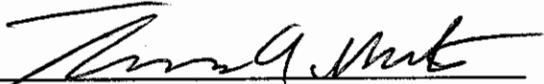
SECTION 2. The Mayor and City Clerk are authorized to execute the agreement.

SECTION 3. The Finance Director is authorized to appropriate fund in the paving and drainage account in the amount of \$31,123.61.

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

PASSED AND APPROVED on this 18 day of August, 2010.

APPROVED:

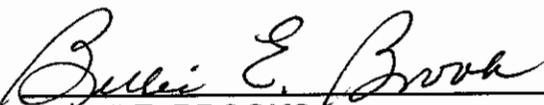

THOMAS A. MASTERS
MAYOR


DAWN S. PARDO
CHAIRPERSON

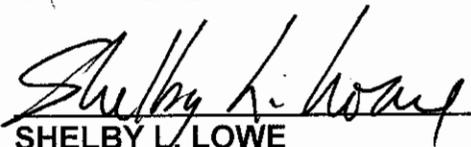
ATTEST:


CARRIE E. WARD
MASTER MUNICIPAL CLERK
CITY CLERK

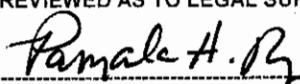

JUDY L. DAVIS
CHAIR PRO TEM


BILLIE E. BROOKS
COUNCILPERSON


CEDRICK A. THOMAS
COUNCILPERSON


SHELBY L. LOWE
COUNCILPERSON

- MOTIONED BY: S. LOWE
- 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: 8/10/11

RESOLUTION NO. 92-10

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF RIVIERA BEACH, PALM BEACH COUNTY, FLORIDA ACCEPTING ADDITIONAL FUNDS FROM THE BOARD OF COUNTY COMMISSIONERS, PALM BEACH COUNTY FOR THE YOUTH VIOLENCE PREVENTION PROJECT IN THE AMOUNT OF \$3,000 AND INCREASING THE BUDGET FROM \$423,512 TO \$426,512; AUTHORIZING THE FINANCE DIRECTOR TO AMEND THE BUDGET FOR THE SAME AND PROVIDING AN EFFECTIVE DATE.

WHEREAS, the Criminal Justice Commission of Palm Beach County continues the development of the Youth Violence Prevention Project; and

WHEREAS, the City of Riviera Beach (City) has a targeted area that meets the requirements of Youth Violence Prevention Project; and

WHEREAS, the Criminal Justice Commission continues the development of the Youth Violence Prevention Project which addresses the increase in violent firearms crimes; and

WHEREAS, the Criminal Justice Commission has recommended the use of additional funds to support the partnership by providing funds for the City to participate; and

WHEREAS, the Criminal Justice Commission and the City mutually desire to amend the Agreement adding an additional \$3,000 to the existing Interlocal Agreement for a total of \$426,512; and

WHEREAS, the term of the said Agreement was from October 1, 2009 through September 30, 2010; and

WHEREAS, the Criminal Justice Commission and the City mutually desire to extend the Interlocal Agreement until December 31, 2010.

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 First Amendment to Interlocal Agreement between the City of Riviera Beach and the Board of County Commissioners, Palm Beach County for a Youth Violence Prevention Project.

RESOLUTION NO. 92-10
PAGE 2

SECTION 2. The Finance Director is authorized to set up a budget for the same as follows: 151-0202-569-1-5250.

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

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RESOLUTION NO. 92-10
PAGE 3

PASSED AND APPROVED this 18 day of August, 2010.

APPROVED:

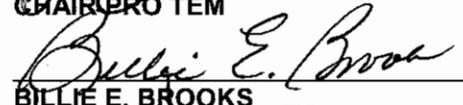

THOMAS A. MASTERS
MAYOR


DAWN S. PARDO
CHAIRPERSON

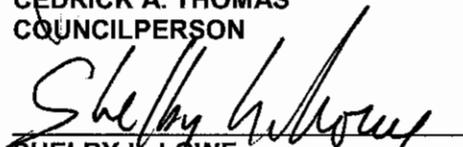
ATTEST:


CARRIE E. WARD,
MASTER MUNICIPAL CLERK
CITY CLERK


JUDY L. DAVIS
CHAIRPRO TEM


BILLIE E. BROOKS
COUNCILPERSON


CEDRICK A. THOMAS
COUNCILPERSON


SHELBY L. LOWE
COUNCILPERSON

MOTIONED BY: J. DAVIS

SECONDED BY: B. BROOKS

D. PARDO AYE

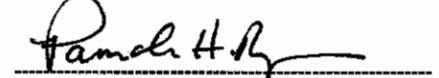
J. DAVIS AYE

B. BROOKS AYE

C. THOMAS AYE

S. LOWE AYE

REVIEWED AS TO LEGAL SUFFICIENCY


PAMALA HANNA RYAN, CITY ATTORNEY

DATE: 8/10/10

RESOLUTION NO. 93-10

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF RIVIERA BEACH, PALM BEACH COUNTY, FLORIDA AUTHORIZING TOTAL SETTLEMENT OF THE MATTER OF RICHARD LYLES V. CITY OF RIVIERA BEACH AND APPROVING THE TOTAL SETTLEMENT AMOUNT OF \$47,500.00 AS COMPLETE AND FINAL SETTLEMENT OF INDEMNITY COMPENSATION, FURTHER LIABILITY FOR FUTURE MEDICAL CARE AND REHABILITATION TO THE CLAIMANT, INCLUSIVE OF ATTORNEY'S FEES AND COSTS; FURTHER AUTHORIZING PAYMENT FROM THE CITY'S WORKERS' COMPENSATION SETTLEMENT ACCOUNT NUMBER 602-0539-513-0-1405 TO BE REIMBURSED BY THE INSURANCE CARRIER AND PROVIDING AN EFFECTIVE DATE.

WHEREAS, Richard Lyles, a former Police Lieutenant , suffered an on the job injury on July 19, 1985; and

WHEREAS, Mr. Lyles retired on December 29, 1991, and has continuously obtained medical care over the past twenty-five (25) years for his workers' compensation injury; and

WHEREAS, the City's Workers' Compensation Attorney, the City's Insurance Administrator, and the City Attorney have agreed that the City should settle this claim.

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

SECTION 1. That the City Council hereby authorizes settlement in the matter of Richard Lyles v. City of Riviera Beach Claim # 04-017846SHP in the amount of \$47,500 for payment of indemnity compensation, further liability for future medical care and rehabilitation to the claimant, inclusive of attorney's fees and costs of the Workers' Compensation Claims for the total amount of \$47,500.00.

SECTION 2. That the settlement amount of \$47,500.00 shall be paid from the City's Workers' Compensation Settlement Account No. 602-0539-513-0-1405, and said amount to be reimbursed by the insurance carrier and paid after Mr. Lyles executes a general release in favor of the City.

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

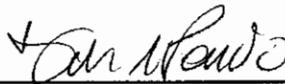
RESOLUTION NO. 93-10
PAGE -2-

PASSED AND APPROVED this 18 day of August, 2010.

APPROVED:

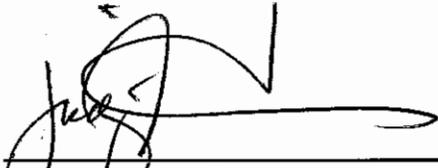


THOMAS A. MASTERS
MAYOR



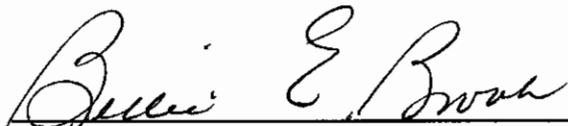
DAWN S. PARDO
CHAIRPERSON

(MUNICIPAL SEAL)

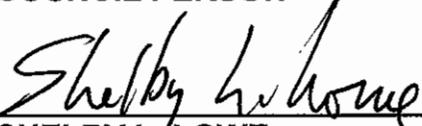


JUDY L. DAVIS
CHAIR PRO-TEM

ATTEST:



BILLIE E. BROOKS
COUNCIL PERSON



SHELBY L. LOWE
COUNCIL PERSON



CARRIE E. WARD,
MASTER MUNICIPAL CLERK
CITY CLERK



CEDRICK A. THOMAS
COUNCIL PERSON

REVIEWED AS TO LEGAL SUFFICIENCY



PAMALA HANNA RYAN, CITY ATTORNEY

DATE: 8/11/10

RESOLUTION NO. 94-10

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF RIVIERA BEACH, PALM BEACH COUNTY, FLORIDA, APPROVING THE STRATEGIC ENERGY MASTER PLAN TO INCREASE ENERGY EFFICIENCY AND REDUCE GREENHOUSE GAS EMISSIONS WITHIN MUNICIPAL FACILITIES AND THE COMMUNITY AND PROVIDING AN EFFECTIVE DATE.

WHEREAS, the City of Riviera Beach ("City") was awarded a federal grant from the Department of Energy (DOE) through the Energy Efficiency and Conservation Block Grant (EECBG) program for \$159,300; and

WHEREAS, the City committed a portion of the EECBG funds to hiring technical consultants to assist the City in developing a Strategic Energy Master Plan; and

WHEREAS, the Strategic Energy Master Plan developed by the technical consultants is consistent with the goals and objectives of EECBG program; and

WHEREAS, the Strategic Energy Master Plan developed by the technical consultants provides a series of recommendations, action items, and planning horizons for the City to increase energy efficiency and reduce greenhouse gases; and

WHEREAS, the Strategic Energy Master Plan developed by the technical consultants is consistent with Governors Executive Order #07-127 to reduce greenhouse gas emissions to 2000 levels by 2017; and

WHEREAS, the City is committed to becoming a "Green Local Government" through improved environmental stewardship and adopted Resolution No. 19-10 to focus attention within the City on sustainability matters; and

WHEREAS, adoption of the Strategic Energy Master Plan will allow the City additional opportunities to pursue grants and other funding to further the sustainability goals of the City and the State.

94-10

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

Section 1. That the City Council hereby approves and adopts the Strategic Energy Master Plan.

Section 2. The City Council directs staff to utilize existing EECBG funds to implement the Strategic Energy Master Plan.

Section 3. The City Council directs staff to pursue additional grant and funding opportunities to further implement the Strategic Energy Master Plan and the goals and objectives in Resolution No. 19-10.

Section 3. The City Council directs staff to administratively maintain and update the Strategic Energy Master Plan annually to ensure consistency with State and Regional energy efficiency goals and to ensure consideration of advancements in technology to increase energy efficiency and reduce greenhouses gases.

Section 4. This Resolution shall take effect immediately upon approval by the City Council.

PASSED and ADOPTED this 18 day of August, 2010.

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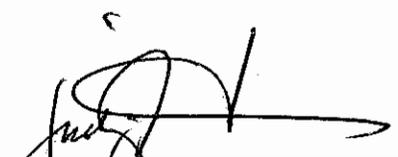
APPROVED:

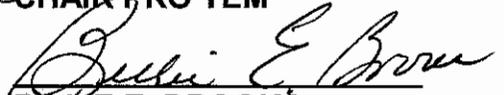

THOMAS A. MASTERS
MAYOR


DAWN S. PARDO
CHAIRPERSON

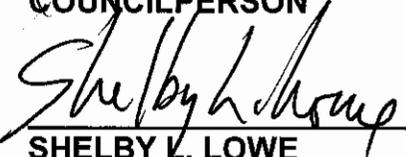
ATTEST:


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: S. LOWE

SECONDED BY: J. DAVIS

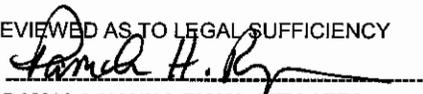
D. PARDO AYE

J. DAVIS AYE

B. BROOKS AYE

C. THOMAS AYE

S. LOWE AYE

REVIEWED AS TO LEGAL SUFFICIENCY

PAMALA HANNA RYAN, CITY ATTORNEY

8/12/10
DATE

08/11/2010

RESOLUTION NO. 96-10

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 THREE YEAR AGREEMENT WITH THE DISTRICT BOARD OF TRUSTEES OF PALM BEACH STATE COLLEGE PROVIDING FOR THE EDUCATION AND TRAINING OF STUDENTS IN THE PARAMEDIC AND EMT PROGRAMS AT PALM BEACH STATE COLLEGE; AND PROVIDING AN EFFECTIVE DATE.

WHEREAS, the City of Riviera Beach and District Board of Trustees of Palm Beach State College desire to execute a new three year agreement for the continued education and training of students in the Paramedic and EMT programs; and

WHEREAS, this Agreement has been mutually beneficial for each agency since 1985 as these students assist our personnel in the provision of patient care to the citizens and visitors of Riviera Beach and may eventually become Riviera Beach Fire Rescue personnel.

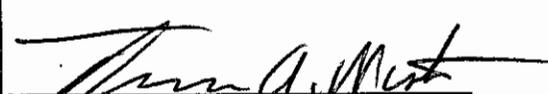
NOW, THEREFORE BE IT RESOLVED BY THE CITY COUNCIL OF THE CITY OF RIVIERA BEACH, FLORIDA, THAT:

Section 1: The Mayor and City Clerk are authorized to execute an agreement with the District Board of Trustees of Palm Beach State College to provide for the education and training of students in the Paramedic and EMT programs.

Section 2: A copy of the agreement is attached hereto and made part thereof.

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

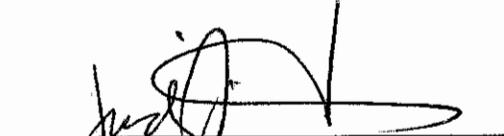
APPROVED:


THOMAS A. MASTERS
MAYOR


DAWN S. PARDO
CHAIRPERSON

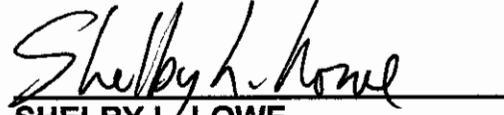
ATTEST:

 8/18/10
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

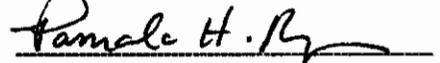
J. DAVIS AYE

B. BROOKS AYE

C. THOMAS AYE

S. LOWE AYE

REVIEWED AS TO LEGAL SUFFICIENCY


PAMALA HANNA RYAN, CITY ATTORNEY

DATE: 8/10/10

AGREEMENT

This Agreement, made and entered into on this 18 day of August, 2010 by and between The CITY of RIVIERA BEACH, 600 West Blue Heron Boulevard, Riviera Beach, Florida, 33404, hereinafter referred to as "CITY or FIRE RESCUE", and Palm Beach State College, 4200 Congress Avenue, Lake Worth, Florida 33461, a political subdivision of the State of Florida, hereinafter referred to as "COLLEGE.

Whereas, the parties hereto desire to enter into a contractual arrangement providing for education and training of students in the Paramedic and Emergency Medical Technician (EMT) programs.

NOW THEREFORE, It Is Agreed Between The Parties As Follows:

1. COLLEGE has undertaken to educate and train students in the Paramedic and EMT programs.
2. The programs shall be under the auspice of COLLEGE, as defined in Florida State Statute Chapter 401 and Administrative Code 64E-2.036, Training Program.
3. This agreement shall continue for three (3) years and may be renewed annually by the mutual consent of both parties. This agreement may be terminated by either party with or without cause upon thirty (30) days prior written notice, but such termination shall not be effective as to the then enrolled students who shall have an opportunity to complete their program.

COLLEGE Further Agrees To:

1. COLLEGE hereby represents that it has complied and shall continue to comply with all applicable Federal and State statutes and local ordinances. Further, COLLEGE shall be solely responsible for obtaining and complying with all necessary permits, approvals and authorizations required for the training programs which are the subject of this Agreement from any federal, state, regional, county, or city agency.

2. Ensure that students in the Paramedic and EMT programs are subject to and comply with the rules and regulations of COLLEGE and receive the training and certification required by Florida State Statute Section 401.2701 and Administrative Code 64E-2.036, Training Program.

3. Adhere to the policies and procedures established by FIRE RESCUE to include Exposure Control Plan for Blood Borne Pathogens and all related Infectious Control Policies.

4. Consult with the FIRE RESCUE designee selecting clinical experiences for the students of the program. However, COLLEGE acknowledges and hereby agrees that such clinical experiences shall ultimately be decided by FIRE RESCUE and as the circumstances may permit.

5. Provide a list of students and the dates for which such students are expected to participate in the clinical experiences to FIRE RESCUE.

6. COLLEGE shall ensure that each student provides at his or her own expense the following:

- a. Uniforms
- b. Laundry service
- c. Transportation
- d. Meals
- e. Physical examination
- f. Required immunizations
- g. Hospital and medical treatment
- h. Personal/private accident insurance or evidence of such protection so as to include Professional liability insurance coverage of not less than \$1,000,000.00 per occurrence and \$3,000,000.00 aggregate.

7. No student shall perform any procedure(s) on a patient unless such student has previously demonstrated sufficient competency at such procedure(s) so as to satisfy any federal, state, regional, county, city and/or educational requirement(s) for the performance of such procedure(s).

FIRE RESCUE Further Agrees To:

1. Provide the necessary facilities for clinical experiences for Paramedic and EMT instruction.
2. Cooperate in the assignments of the students at FIRE RESCUE with staff of COLLEGE, however; such assignments shall be in accordance with the Fire Rescue's established shifts, available qualified supervisory personnel and station availability.
3. Provide liaison between the FIRE RESCUE administrator and COLLEGE Program Coordinator.
4. Provide for supervision at all times of students while participating in the clinical setting at FIRE RESCUE.

Both Parties Further Agree as Follows:

1. No student shall in connection with this agreement or performance of services hereunder have a right to or claim for any wages, salary, or any other form of compensation, unemployment compensation, civil service or other employee rights, privileges and/or benefits granted by operation of law or otherwise. No student shall be deemed an employee of FIRE RESCUE, for any purpose, during the performance of services hereunder.
2. Neither party to this Agreement nor their respective officers, agents, representatives or employees shall be deemed to have assumed any liability for the negligent or wrongful acts or omissions of the other.
3. To the extent permitted by law, COLLEGE, shall indemnify and save harmless and defend FIRE RESCUE, 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 COLLEGE, its students, agents, servants, or employees in the performance of services under this Contract. Nothing in this provision shall be construed as consent by FIRE RESCUE to be sued, nor as a waiver of sovereign immunity beyond the waiver provided in Section 768.28, Florida Statutes.
4. 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.

5. This Agreement and any dispute, disagreement, or issue of construction, declaration or interpretation arising hereunder whether relating to its execution, its validity, the obligations provided herein, performance or breach shall be governed and interpreted according to laws of the State of Florida. Any and all action necessary to enforce the Agreement will be held in Palm Beach County, Florida. If any action, whether in law, equity or otherwise is brought for the interpretation or enforcement of this Agreement, or because of an alleged dispute, breach, default or misrepresentation in connection with any provision of this Agreement, the successful or prevailing party or parties shall be entitled to recover reasonable attorney's fees, court costs and all expenses (including taxes) even if not taxable as court costs (including, without limitation, all such fees, costs and expenses incident to appeals), incurred in that action or proceeding, in addition to any other relief to which such party or parties may be entitled.

6. FIRE RESCUE and COLLEGE, agree that this Agreement sets forth the entire agreement between the parties, and that there are no promises or understandings other than those stated herein. None of the provisions, terms and conditions contained in this Agreement may be added to, modified, superseded or otherwise altered, except by written instrument executed by the parties.

7. Failure of FIRE RESCUE to enforce or exercise any right(s) under this agreement shall not be deemed a waiver of FIRE RESCUE'S right to enforce or exercise said right(s) at any time thereafter.

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

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

THE REMAINDER OF THIS PAGE INTENTIONALLY LEFT BLANK

AGREEMENT WITH THE CITY OF RIVIERA BEACH

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

CITY

COLLEGE

BY: 
THOMAS A. MASTERS
MAYOR

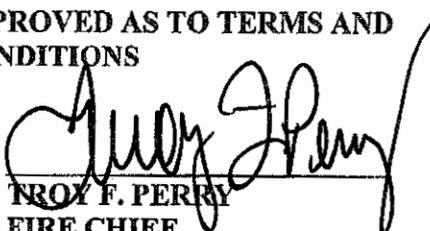
BY:  5/6/10
RICHARD A. BECKER
VP Administration & Business Services

(MUNICIPAL SEAL)

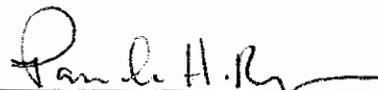
ATTEST:


CARRIE E. WARD
MASTER MUNICIPAL CLERK
CITY CLERK

**APPROVED AS TO TERMS AND
CONDITIONS**

BY: 
TROY F. PERRY
FIRE CHIEF

**APPROVED AS TO FORM AND
LEGAL SUFFICIENCY**

BY: 
PAMALA H. RYAN
CITY ATTORNEY

DATE: 8/18/10