

RESOLUTION NO. 129-09

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF RIVIERA BEACH, PALM BEACH COUNTY, FLORIDA, EXTENDING THE CONTRACT WITH THE ENGINEERING FIRM OF JORDAN, JONES AND GOULDING, INC. FROM NOVEMBER 17, 2009 TO NOVEMBER 17, 2010; AND AUTHORIZING THE FINANCE DIRECTOR TO APPROPRIATE FUNDS AND MAKE PAYMENTS NOT TO EXCEED \$90,000 FROM THE AIA BEAUTIFICATION FUND 109-0716-541-3-6351; AND PROVIDING AN EFFECTIVE DATE.

WHEREAS, on October 18, 2006, the City entered into a contract with Jordan, Jones & Goulding, Inc. (JJG) to provide engineering services to the City; and

WHEREAS, on November 19, 2008, the City Council approved an extension to the contract with JJG to November 17, 2009; and

WHEREAS, JJG is currently authorized by the City to prepare plans for the Blue Heron/SRAIA Improvements Project; the Stormwater Master Plan; Water Treatment Plant Improvements and the widening of the RC-1D and RC-2C canals.

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

SECTION 1. The contract with Jordan, Jones & Goulding, Inc. is hereby extended to November 17, 2010.

SECTION 2. The Finance Director is authorized to make payment up to \$90,000 from the following account for the finalization of the Blue Heron Boulevard/SR AIA project:

109-0716-541-3-6351

SECTION 3. The terms and conditions of the said contract shall remain unchanged

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

October 21, 2009

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



TONYA DAVIS JOHNSON
COUNCILPERSON



SHELBY L. LOWE
COUNCILPERSON

MOTIONED BY: J. Davis

SECONDED BY: T. Johnson

D. PARDO aye

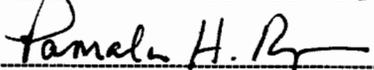
J. DAVIS aye

B. BROOKS aye

T. JOHNSON aye

S. LOWE Lowe

REVIEWED AS TO LEGAL SUFFICIENCY



PAMALA HANNA RYAN, CITY ATTORNEY

DATE: 10/13/09

RESOLUTION NO. 130-09

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF RIVIERA BEACH, PALM BEACH COUNTY, FLORIDA ACCEPTING FUNDS IN THE AMOUNT OF \$80,169 FROM THE DEPARTMENT OF JUSTICE, OFFICE OF JUSTICE PROGRAMS UNDER THE JUSTICE ASSISTANCE GRANT PROGRAM; AUTHORIZING THE CITY MANAGER TO EXECUTE THE GRANT AGREEMENT; AUTHORIZING THE FINANCE DIRECTOR TO SET UP A BUDGET FOR SAME; AND PROVIDING AN EFFECTIVE DATE.

WHEREAS, the Department of Justice, Office of Justice Programs provides assistance under the Justice Assistance Grant (JAG) Program; and

WHEREAS, the City of Riviera Beach has applied to the Department of Justice, Office of Justice Programs under the JAG Program; and

WHEREAS, the City has been awarded grant funds in the amount of \$80,169 for the period October 1, 2008 to September 30, 2012.

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 accepts grant funds in the amount of \$80,169 from the JAG Program.

SECTION 2. That the Finance Director is authorized to set up a budget as follows:

REVENUE:

JAG Program FY 2009	111-00-331225	\$80,169
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EXPENDITURE:

Mobile Video Recorders	111-8822-521-3-6405	\$80,169
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SECTION 3. This Resolution shall take effect immediately upon its approval.

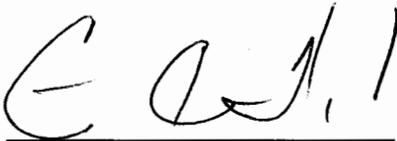
PASSED AND APPROVED this 21 day of October, 2009.

APPROVED:

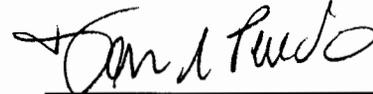


THOMAS A. MASTERS
MAYOR

(MUNICIPAL SEAL)



CARRIE E. WARD,
MASTER MUNICIPAL CLERK
CITY CLERK



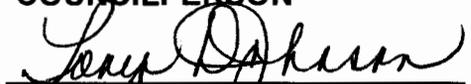
DAWN S. PARDO
CHAIRPERSON



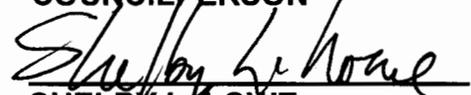
JUDY L. DAVIS
CHAIR PRO-TEM



BILLIE E. BROOKS
COUNCILPERSON



TONYA DAVIS JOHNSON
COUNCILPERSON



SHELBY L. LOWE
COUNCILPERSON

MOTIONED BY: J. Davis

SECONDED BY: T. Johnson

D. PARDO: aye

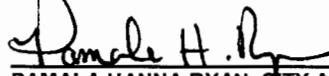
J. DAVIS: aye

B. BROOKS: aye

T. JOHNSON: aye

S. LOWE: Lowe

REVIEWED AS TO LEGAL SUFFICIENCY



PAMALA HANNA RYAN, CITY ATTORNEY

Date 10/14/09

10/14/09

RESOLUTION NO. 131-09

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF RIVIERA BEACH, PALM BEACH COUNTY, FLORIDA, RATIFYING THE LEASE AND INSTALLATION OF ONE (1) MODULAR UNIT FOR THE YOUTH EMPOWERMENT CENTER FROM WILLIAMS SCOTSMAN, INC THROUGH A PIGGYBACK PURCHASE MADE BY NATIONAL JOINT POWERS ALLIANCE; AUTHORIZING THE FINANCE DIRECTOR TO MAKE PAYMENT TO WILLIAMS SCOTSMAN, INC FROM EXPENDITURE ACCOUNT NUMBER 151-0202-569-2-3101; AND PROVIDING AN EFFECTIVE DATE.

WHEREAS, the City of Riviera Beach has grant funds from the Palm Beach County Criminal Justice Commission in the amount of \$433,312; and

WHEREAS, a portion of said funding has been allocated for lease and installation of one (1) modular unit for the Youth Empowerment Center; and

WHEREAS, City staff has leased the modular unit from Williams Scotsman for a period of seven (7) months in the amount of \$17,070; and

WHEREAS, the modular unit was leased using the piggyback contract process; and

WHEREAS, the City of Riviera Beach Code of Ordinances authorized under Florida Statue Section 287.042 allow this form of procurement.

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

SECTION 1: That City Council authorizes the lease and installation of one (1) modular unit from Williams Scotsman in the amount of \$17,070.

SECTION 2: That City Council authorizes the Finance Director to make payment to Williams Scotsman from account numbers 151-0202-569-2-3101.

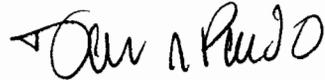
SECTION 3: This Resolution shall take effect immediately upon its passage and approval by the City Council.

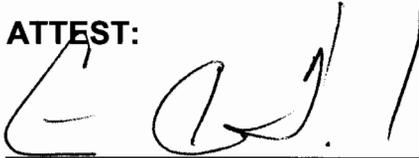
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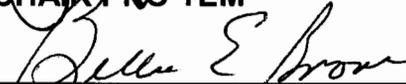
PASSED AND APPROVED this 21 day of October, 2009.

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


TONYA DAVIS JOHNSON
COUNCILPERSON


SHELBY L. LOWE
COUNCILPERSON

MOTIONED BY: J. Davis

SECONDED BY: T. Johnson

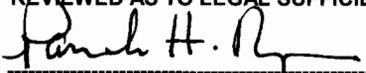
S. LOWE: Lowdy

J. DAVIS: aye

B. BROOKS: aye

T. JOHNSON: aye

D. PARDO: aye

REVIEWED AS TO LEGAL SUFFICIENCY

PAMALA HANNA RYAN, CITY ATTORNEY

DATE: 9/14/09

RESOLUTION NO. 132-09

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF RIVIERA BEACH, PALM BEACH COUNTY, FLORIDA ACCEPTING FUNDS IN THE AMOUNT OF \$300,000.00 FROM THE DEPARTMENT OF JUSTICE; AUTHORIZING THE MAYOR AND THE CHIEF OF POLICE TO EXECUTE THE GRANT CONTRACT ON BEHALF OF THE CITY OF RIVIERA BEACH; AUTHORIZING THE FINANCE DIRECTOR TO SET UP A BUDGET FOR SAME; AND PROVIDING AN EFFECTIVE DATE.

WHEREAS, the Department of Justice, Office of Community Oriented Policing Services (COPS) has a COPS Technology Program; and

WHEREAS, the City of Riviera Beach has applied to the Department of Justice for assistance under the COPS Technology Program; and

WHEREAS, the City has been awarded grant funds in the amount of \$300,000.00 to assist in the purchase of "ShotSpotter" which ~~costs approximately \$468,000.00.~~

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

SECTION 1. That staff is authorized to accept grant funds in the amount of \$300,000.00 from the Department of Justice.

SECTION 2. That the Mayor and Chief of Police are authorized to execute the grant contract on behalf of the City of Riviera Beach.

SECTION 3. That the Finance Director is authorized to set up a budget as follows:

REVENUE:

142-00-331220	COPS TECHNOLOGY FY 2010	\$300,000.00
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EXPENDITURE:

142-0817-521-2-6455	"ShotSpotter"	\$300,000.00
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SECTION 4. This Resolution shall take effect immediately upon its approval.

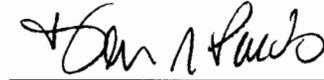
Resolution No. 132-09
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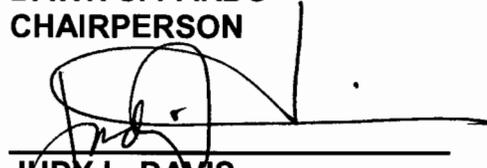
PASSED AND APPROVED this 21 day of October, 2009.

APPROVED:


THOMAS A. MASTERS
MAYOR

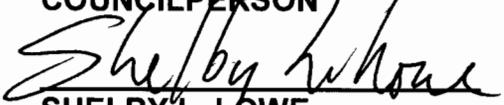
(MUNICIPAL SEAL)


DAWN S. PARDO
CHAIRPERSON


JUDY L. DAVIS
CHAIR PRO-TEM


BILLIE E. BROOKS
COUNCILPERSON


TONYA DAVIS JOHNSON
COUNCILPERSON


SHELBY L. LOWE
COUNCILPERSON

ATTEST


CARRIE E. WARD,
MASTER MUNICIPAL CLERK
CITY CLERK

MOTIONED BY: J. Davis

SECONDED BY: T. Johnson

T. JOHNSON: aye

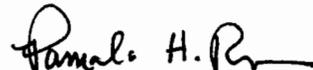
D. PARDO: aye

J. DAVIS: aye

B. BROOKS: aye

S. LOWE: aye

REVIEWED AS TO LEGAL SUFFICIENCY


PAMALA HANNA RYAN, CITY ATTORNEY

Date 10/14/09

RESOLUTION NO. 133-09

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 GALLAGHER BASSETT SERVICES AND AUTHORIZING THE FINANCE DIRECTOR TO MAKE PAYMENTS FROM THE INSURANCE LIABILITY FUND ACCOUNT NO. 602-0539-513-0-3101 UP TO THE AMOUNT OF \$94,998.00 FOR CLAIMS ADMINISTRATION; AND PROVIDING AN EFFECTIVE DATE.

WHEREAS, Gallagher Bassett Services, Inc. submitted a proposal for Claims Administration and Loss Control Services; and

WHEREAS, Gallagher Bassett Services, Inc. has performed positively while providing Claims Administration and Loss Control Services to the City of Riviera Beach.

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

SECTION 1. That Mayor and City Clerk are authorized to execute an Agreement with Gallagher Bassett Services to provide Claims Administration and Loss Control Services.

SECTION 2. That the Finance Director is authorized to make payments from Account No. 602-0539-513-0-3101 in the amount not exceeding \$94,998.00 to Gallagher Bassett Services.

SECTION 3. A copy of the Agreement is attached hereto and made a part hereof.

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

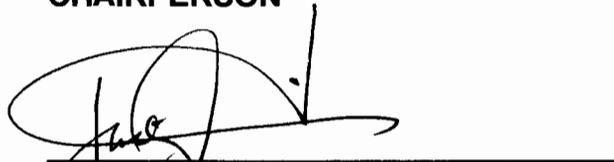
PASSED AND APPROVED this 21 day of October, 2009.

APPROVED:


THOMAS A. MASTERS
MAYOR

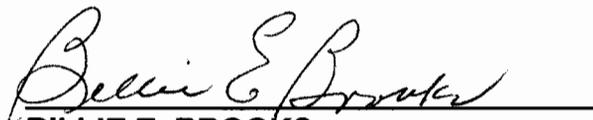

DAWN S. PARDO
CHAIRPERSON

(MUNICIPAL SEAL)


JUDY L. DAVIS
CHAIRPERSON PRO TEM

ATTEST


TONYA DAVIS JOHNSON
COUNCILPERSON


BILLIE E. BROOKS
COUNCILPERSON


CARRIE E. WARD
MASTER MUNICIPAL CLERK
CITY CLERK


SHELBY L. LOWE
COUNCILPERSON

MOTIONED BY: J. Davis

SECONDED BY: T. Johnson

D. PARDO aye
J. DAVIS aye
T. JOHNSON aye
B. BROOKS aye
S. LOWE Lowe

APPROVED AS TO LEGAL SUFFICIENCY

BY: _____

DATE: _____



GALLAGHER BASSETT SERVICES, INC.

CONTRACT FOR SERVICES

PARTIES

City of Riviera Beach, Florida (hereinafter "CLIENT") hereby retains Gallagher Bassett Services, Inc. (hereinafter "GB") to perform the services listed on Schedule V.

TERM

This contract shall be in effect from 10/1/09 to 10/1/10 and shall remain in full force and effect unless amended or terminated.

ATTACHMENTS

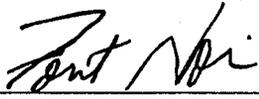
Attached hereto and made a part hereof are the following schedules:

- I. OBLIGATIONS OF THE PARTIES
- II. BANKING
- III. TERMS AND CONDITIONS
- IV. DEFINITIONS
- V. SERVICES AND FEES

CITY OF RIVIERA BEACH, FLORIDA

GALLAGHER BASSETT SERVICES, INC.

By: 
 THOMAS A. MASTERS
 MAYOR

By: 
 FORREST NORRIS
 CHIEF FINANCIAL OFFICER

Date: _____

Date: 10/19/09

ADDRESS: 2501 Martin Luther King, Jr.
Port Center Bldg., 3rd Floor
Riviera Beach, FL 33404

ADDRESS: Two Pierce Place
Itasca, IL 60143-3141

ATTEST:  10/21/2009.
 CARRIE E. WARD, MMC
 CITY CLERK

SCHEDULE I

OBLIGATIONS OF THE PARTIES

A. Obligations of GB

GB agrees to perform the following services:

1. With regard to Claims Administration, GB shall:
 - a. Review each claim and loss report submitted by the CLIENT during the term of this contract.
 - b. Conduct an investigation of each qualified claim or loss to the extent deemed necessary by GB and as agreed to by CLIENT.
 - c. Maintain a file for each qualified claim or loss that shall be available for review by the CLIENT.
 - d. Adjust, settle or resist all qualified claims or losses:
 - 1) within the stated discretionary settlement authority limit;
 - 2) with specific approval of the CLIENT, if outside the stated authority limit.
 - e. Perform necessary and customary administrative and clerical work in connection with each qualified claim or loss, including the preparation of checks or vouchers, releases, agreements and other documents needed to finalize a claim.
 - f. Establish and update claim reserves as needed.
 - g. Assist the CLIENT in establishing a banking arrangement for loss and expense payments as set forth in Schedule II.
 - h. Notify CLIENT, CLIENT's agent or carriers, as designated by the CLIENT, of all qualified claims or losses which may exceed the CLIENT's retention and, if requested, provide information on the status of those claims or losses.
 - i. Coordinate investigations on litigated claims with attorneys representing the CLIENT and with representatives of the excess carrier, as required. It is expressly understood that all legal costs and loss payments will be charged to the CLIENT.
 - j. Investigate and pursue subrogation possibilities on behalf of the CLIENT in all states permitting subrogation. Funds received from all subrogation collections shall be considered revenue of the CLIENT.
 - k. Maintain an automated loss and information system, and provide the CLIENT with reports from RISX-FACS® as set forth in Schedule V.
 - l. Provide forms, as determined by GB, needed to administer the CLIENT's program.
 - m. Provide additional ad hoc information, analysis, reports and services, when requested by CLIENT, on a time and expense basis.
 - n. Assist the CLIENT in selecting appropriate experts or specialists as the claims may require.
 - o. Provide personnel needed to perform the services agreed to herein.

2. With respect to Self-Insurance Qualification, if any, GB shall assist the CLIENT in the filing of periodic reports and renewal applications required by state administrative agencies. All fees and assessments in connection with such are the obligation of the CLIENT.
3. With regard to Risk Control Consulting and Appraisals, GB shall provide the services set forth in Schedule V.
4. Provide other services as set forth in Schedule V.
5. CLIENT or CLIENT's insurance carrier has an obligation to perform Mandatory Insurer Reporting ("MIR") as set forth in Section 111 of the Medicare, Medicaid, and SCHIP (State Children's Health Insurance Program) Extension Act of 2007 (all of which together shall be referred to as "MMSEA") (P.L. 110-173). MMSEA adds new mandatory reporting requirements for group health plan arrangements and for liability insurance (including self-insurance), no-fault insurance, and workers' compensation (see 42 U.S.C. 1395y(b)(7) & (8) and is currently going into effect. CLIENT agrees to properly register (or, as appropriate, to cause its insurance carrier to properly register) with the Centers for Medicare and Medicaid Services ("CMS") as the Responsible Reporting Entity ("RRE") and provide to GB all relevant information including the RRE Identification Number(s) assigned. GB has secured the services of a third party to assist CLIENT with the MIR. CLIENT consents to the disclosure of any required information to GB's designated third party for processing CLIENT's MIR. CLIENT agrees that for each and every claim reported to GB in which CLIENT possesses the information, CLIENT shall provide the following information as soon as required to comply with applicable law and avoid fines and penalties: claimant's first and last name, social security number, date of birth and gender. CLIENT further understands that there may be fees associated with the third party's services in order to facilitate proper claim handling under MMSEA, including but not limited to lien negotiation, which fees will properly be allocated loss adjustment expenses. CLIENT acknowledges receipt of the third party's schedule of service fees associated with proper claim handling under MMSEA.

B. Obligations of CLIENT

1. CLIENT shall pay GB for services the annual sum set forth on Schedule V, as agreed to under the "Billing and Payment Terms" section. At the end of each contract period, the annual compensation shall be subject to adjustment.

Where applicable, GB shall reconcile the claim counts at the 18th, 24th, 36th and 48th month from the inception date of the contract. CLIENT shall pay GB any additional fees due or be entitled to a refund as a result of these reconciliations.

2. CLIENT shall provide funds for the payment of qualified claims or losses, allocated loss expenses, and any Managed Care fees, if applicable. GB shall not be required to advance funds to pay losses, allocated loss expenses, bank charges, or Managed Care fees.
3. Fees are payable upon receipt of invoice. GB reserves the right to charge 1% per month, or the maximum legal rate, on balances unpaid after 30 days.

SCHEDULE II

BANKING SIMMS

GB will provide an on-line check issuance and banking communication system known as "APACS", which provides for automated payments and control. The account will be funded with Citibank to administer a SIMMS cash management program, hereinafter the CLIENT's program. Such cash management program will deal directly with the funding program of the CLIENT's banking facility. GB will assist the CLIENT in establishing the initial imprest-opening balance of the fund. The details of the CLIENT's program are set forth in a letter agreement between the CLIENT, Citibank N.A. and Arthur J. Gallagher & Co. (GB) (hereafter the "Account Parameter Agreement"). In addition, GB will analyze the account from time to time and will submit advisory reports, including any excess or deficiencies to the imprest-opening balance. As a result of the advisories, the CLIENT agrees to fund any imprest increase within 30 days of notification. Changes to the frequency of funding and/or imprest-opening balance will require the execution of a new Account Parameter Agreement. GB may charge an annual fee, subject to audit, for these services.

It is expressly understood that GB shall not be required to advance its own funds to pay any of the CLIENT's obligations.

In the event of cancellation or nonrenewal of this contract, CLIENT agrees to fund Citibank in an amount sufficient to fund all of the CLIENT's outstanding obligations.

If, at any time, CLIENT fails to provide adequate funding, GB shall issue "stop payment" orders on outstanding payments. CLIENT agrees to indemnify GB for any losses resulting from CLIENT's failure to fund its obligations. Any bank charges resulting from inadequate funding including, but not limited to, interest, stop payment charges and overdraft fees shall be the obligations of the CLIENT and shall be billed to the CLIENT when known.

In the event CLIENT fails to provide adequate funding, GB shall have the right to convert the CLIENT's program to either daily clearance or voucher upon 48 hours notice to the CLIENT.

SCHEDULE III **TERMS AND CONDITIONS**

- A. Discretionary Settlement Authority** – The limit on any settlement payment by GB shall be as set forth in Schedule V. It is agreed that GB shall have full authority in all matters pertaining to the payment, processing, investigation and administration of qualified claims or losses within this limit. Failure of GB to settle a qualified claim or loss within such limit shall not subject GB to liability to any party in the event of an adverse judgment entered by any court or the settlement of such claim or loss for an amount in excess of such limit, provided such failure is not due to any negligence on the part of GB.
- B. Terms of Cancellation or Nonrenewal** – Either party shall have the right to cancel this contract at any time for any reason or no reason at all by giving the other party written notice of intent to cancel at least sixty (60) days in advance.

Unless stated otherwise in Schedule V, GB agrees that all claim files for claims incurred during the contracted periods will be handled for no additional fees for as long as the CLIENT continues to renew this Agreement.

In the event of cancellation or nonrenewal of this program, GB may, at its sole discretion, continue to manage all pending run-off claims, and run-off claims incurred in this service term but not reported prior to the date of termination if CLIENT pays GB a mutually agreed upon per claim per year open fee to continue handling open claims. If run-off services are provided by GB, a reduced electronic RISX-FACS[®] reporting package will be provided at the CLIENT's expense. Banking and administration fees will be charged to the CLIENT as long as GB handles the claims.

Should CLIENT renew only a portion of the existing program under this Agreement (fewer states, locations, coverages, etc.), all open claims not part of the renewed portions of the program shall be considered in run-off and subject to per claim per year open fees to be agreed upon by the parties. A reduced electronic RISX-FACS[®] reporting package will be provided at the CLIENT's expense, as appropriate. Banking and administration fees will be charged to the CLIENT as long as GB handles the claims. Should no agreement be reached regarding these open claims, they will be returned to the CLIENT or forwarded to another party as designated by the CLIENT.

Should the CLIENT elect to have the files returned to them, GB will do so within a reasonable amount of time, but in no event later than thirty (30) days. Cost for file transfer will be the obligation of the CLIENT. Additionally, GB will provide an electronic, tape or paper copy of the claim information in RISX-FACS[®] at GB's prevailing rate on the date of termination. Upon delivery of this information to CLIENT, claim information may be deleted from the system.

If the CLIENT fails to pay any amounts billed, including but not limited to GB's service fee during the contract period; reconciliation billings per Schedule I, Section B,1, Paragraph 2; the service fee to continue handling claims past termination date or bank charges, within 30 days, GB shall have the right to terminate the contract by giving the CLIENT ten (10) days' notice in writing. After receipt of payment of all fees due, GB will then return all files to the CLIENT in an orderly manner. Costs for file transfer shall be the obligation of the CLIENT.

- C. Sole Claims Administrator** – During the terms of this Agreement and except as otherwise agreed to by the parties hereto, CLIENT agrees that GB shall be the sole claims administrator with respect to CLIENT's program and that all new claims under CLIENT's program shall be forwarded to GB. CLIENT further agrees not to self-administer or adjust any such claims or to forward any such claims to any other service organization or individual without GB's prior written consent.

- D. Practice of Law – GB will not perform any services which may constitute the unauthorized practice of law.
- E. Mutual Indemnification – GB agrees to defend, indemnify, protect, save and keep harmless CLIENT from any and all loss, cost, damage or exposure arising from the negligent acts or omissions of GB including, but not limited to, GB's MIR obligations on CLIENT's behalf.

CLIENT agrees to defend, indemnify, protect, save and keep harmless GB from any and all loss, cost, damage or exposure arising from the negligent acts or omissions of CLIENT.

In addition to CLIENT's obligations, immediately above and without limitation to those obligations, in consideration of GB's provision of MIR reporting services, and other good and valuable consideration, CLIENT agrees to defend, indemnify, protect and hold GB harmless from any failure by GB, third party providers, or CLIENT to properly comply with MIR obligations or otherwise comply with rules and regulations set forth by or in connection with the Centers for Medicare & Medicaid Services including, but not limited to, the requirements of 42 U.S.C.S. § 1395y(b)(8) that results in any loss, cost, damage, or expense, including but not limited to fines, claims, attorney fees or other loss including litigation, to the extent arising from or related to the failure of CLIENT to timely or accurately remit to GB any information in CLIENT's possession required for MIR including, but not limited to, relevant information such as the RRE Identification Number(s) assigned by CMS, or required claim information such as claimant first and last name, social security number, date of birth and gender. CLIENT further agrees to hold GB harmless for any expenses incurred related to the third party provider's services to assist CLIENT with its MIR obligations, if any.

The foregoing indemnification provisions shall survive termination of this Agreement.

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

- F. Notices – Any notice required to be given under this contract shall be sent by certified mail to the following in the case of GB:

Mr. Forrest Norris
Chief Financial Officer
Gallagher Bassett Services, Inc.
The Gallagher Centre
Two Pierce Place
Itasca, IL 60143-3141

and in the case of the CLIENT:

Ms. Doretha Perry
Director of Human Resources
City of Riviera Beach
2051 Martin Luther King, Jr.
Port Center Bldg., 3rd Floor
Riviera Beach, FL 33404

- G. Successors/Affiliates – This contract shall be binding upon and shall inure to the benefit of all assigns, transferees and successors in interest of the parties. The services to be provided by GB hereunder may be provided in whole or in part by any affiliated entity of GB, at the sole discretion of GB. In such event, the terms of this Agreement shall be binding upon and shall inure to the benefits of such affiliated entity.
- H. Modification – This contract represents the entire Agreement between the parties and may be modified only in writing. GB reserves the right to modify fees if:
- It is determined that the historical data upon which GB's fees and service charges developed were based upon erroneous, obsolete or insufficient information, or that a change in CLIENT's business will materially change the nature and/or volume of its business or claims as contemplated at the inception of the Agreement.

- During the term of the Agreement, legislative and/or regulatory requirements materially impact or change the scope of GB's services or responsibilities.
- I. Confidentiality of Data – All data furnished by the CLIENT, or generated as a result of services performed under this agreement, and other information designated by the CLIENT in writing, shall be treated as confidential. GB reserves the right to use statistical information or other data, so long as the CLIENT's name and/or confidential data are adequately protected.
- J. Status – It is understood that GB is engaged to perform services under this contract as an independent contractor and not as an agent of the CLIENT. This contract shall be governed by the laws of the State of Florida.
- K. Managed Care – If GB provides Managed Care services as part of the CLIENT's program, either directly or indirectly through an independent contractor, CLIENT agrees that GB may be entitled to an additional fee in connection with the Managed Care services (all or part of which may be paid to GB by the independent contractor) and to comply with the procedures for utilizing any such Managed Care services. Any such additional fee will be in exchange for bona fide administrative services provided by GB in connection with the Managed Care services. If GB provides CLIENT access to the First Health Preferred Provider Organization, CLIENT agrees to comply with the procedures for utilizing the First Health PPO Program.
- L. Reporting – GB will not assume that other coverage (unknown to GB) exists for a qualified claim or loss. GB shall not be responsible for reporting to carriers on a type of claim or loss not managed by GB.
- M. Fines and Penalties – GB shall not be responsible for any fines or penalties assessed by any governmental agency because of the acts or omissions of the CLIENT, or by previous or successor claim administrators.
- N. Solicitation of Employees – CLIENT agrees that, during the term of this Agreement and for a two-year period thereafter, CLIENT shall not, without the consent of GB, solicit to hire on behalf of itself or others any employee of GB who, during the term of this Agreement, has performed, or contributed to the performance of, services hereunder. CLIENT further acknowledges that the damages suffered by GB as a result of a breach of this obligation would be significant but not susceptible of easy calculation. Accordingly, in the event of a breach of the aforesaid obligation, CLIENT agrees to pay GB an amount equal to one hundred fifty percent (150%) of such employee's annualized salary amount at GB as of the date of breach.
- O. Risk Control Consulting – With respect to any risk control consulting services, including any form of inspection service provided by GB to CLIENT:
 1. Such services shall be in the nature of advisory to the CLIENT only and shall not be construed as imposing upon GB any duty to implement any recommendation made by GB or to otherwise ensure that any premises, equipment or other subject matter of a GB consulting service is safe or free from hazards or defects;
 2. Such services shall be solely for the benefit of CLIENT and shall not be construed as creating any duty to, or conferring any right to, any third party, including without limitation, any duty to warn any third party or the public at large;
 3. If GB fails to complete the contracted Risk Control Consulting Services during the term of this Agreement due to the CLIENT's failure to cooperate with GB's service delivery objectives, then GB will have an additional six (6) months in which to complete the contracted services. If the CLIENT fails to cooperate with GB's service delivery objectives during such six (6) month period, then GB's obligation to complete the contracted services will be deemed to be fulfilled and CLIENT shall not be entitled to any refund for services not provided. If for any reason other than CLIENT's lack of cooperation, GB fails to complete the contracted services during the term of the Agreement, then CLIENT, at its discretion, may either receive a refund for that portion of the contracted services which were not completed or may extend the term for completion of the contracted services by a period of six (6) months.
- P. Records Retention – GB will retain claim files in storage facilities (Iron Mountain, Inc.) for 36 months following date of closure. Thereafter, it will be the CLIENT's responsibility for continued file storage either based on a reassignment of that responsibility with Iron Mountain, Inc. from GB to the CLIENT, or by return of the files to the CLIENT, or to such location as may be designated by the CLIENT. GB will not be responsible for the destruction of files, but will have indicators in the storage database available to the CLIENT as to which files can be considered for destruction should the

CLIENT wish to pursue such action independently.

GB will retain hard-copy checks for 12 months following the date of bank clearance. Thereafter, copies of checks will be maintained on CD ROM.

- Q.** Subrogation – To the extent GB is involved in pursuing recoveries against third parties or otherwise undertaking subrogation activities on behalf of CLIENT, GB is authorized to collect, in the name of the CLIENT or in the name of GB, all funds due as a result of such recovery or subrogation activities. GB shall not be required to establish any trust accounts for the benefit of CLIENT, but shall promptly and fully account for all funds so received.
- R.** Taxes – CLIENT shall be responsible for payment of all applicable sales, use, ad valorem and excise taxes; duties; and assessments relating to the services provided hereunder. CLIENT shall hold GB harmless from all claims and liability arising from CLIENT's failure to pay such taxes.
- S.** Non-U.S. Dollar Transaction –In the event that GB handles any non-U.S. Dollar claims, CLIENT shall be responsible for any rate fluctuations.
- T.** Escheat – The parties acknowledge that any and all escheat and unclaimed property obligations of any type or variety lie with CLIENT and not GB. Pursuant to the other terms and conditions of this contract, GB shall provide CLIENT with such information and reports as reasonably required by CLIENT to perform this function.
- U.** Property Catastrophe Charges – Any Property loss involving ten (10) or more buildings as a result of a single event (i.e., hurricane, tornado, flood, earthquake, etc), will be billed on a time and expense basis, and paid as an allocated claim expense against the claim file. GB, at its discretion, reserves the right to utilize outside resources (adjusters) for the purpose of expediting the claim handling, as a result of the catastrophic event. If outside resources are used, their fees will also be billed as an allocated claim expense against the claim file.

**SCHEDULE IV
DEFINITIONS**

Claim – Any report of an accident (first or third party) alleging or resulting in injury, damage, or loss which could give rise to a demand for the payment of money. The claim charge is applicable on a per occurrence, per claimant, per line of coverage basis as defined in the RISX-FACS® system.

Workers' Compensation Medical Only Claim – A work-related claim that involves medical treatment and related payments only. The guidelines anticipate:

- Claimant is not considered Medicare Eligible by CMS
- No payments for indemnity or vocational rehabilitation
- Claim is not contested or in suit
- No investigations
- No loss notices, captioned reports, client meetings or settlement authority is required
- Payments on claims do not exceed \$2,500

Services provided beyond the guidelines above will be considered indemnity cases and will be on a contracted basis only.

Discretionary Settlement Authority – GB is authorized to make payment, for loss or expense, up to this amount, as GB deems necessary.

Qualified Claim or Loss – GB will investigate and adjust any loss or claim occurring within the service term, provided the loss or claim type is identified in Schedule V.

Allocated Expenses – Shall be the responsibility of the CLIENT and shall include, but not be limited to:

- legal fees
- professional photographs
- medical records
- experts' rehabilitation costs
- accident reconstruction
- architects, contractors
- engineers
- police, fire, coroner, weather, or other such reports
- property damage appraisals
- extraordinary costs for witness statements
- official documents and transcripts
- sub rosa investigations
- medical examinations
- subrogation at 15% of gross recoveries
- second injury fund recovery
- extraordinary travel made at CLIENT's request
- court reporters
- fees for service of process
- pre- and post-judgment interest paid
- chemists
- collection costs payable to third parties on subrogation
- any other similar cost, fee or expense reasonably chargeable to the investigation, negotiation, settlement or defense of a claim or loss which must have the explicit prior approval of the CLIENT
- Managed Care
- outside investigation @ \$151 per hour
- index bureau reporting

Managed Care – Managed Care services shall include, but not be limited to:

- preferred provider organization networks
- state fee scheduling
- usual, customary and reasonable bill review
- medical case management and vocational rehabilitation network
- utilization review services
- light-duty and return-to-work programs
- prospective injury management services
- hospital bill audit services
- wholesale pharmaceutical network
- retail pharmaceutical network

**SCHEDULE V
SERVICES AND FEES**

Client: City of Riviera Beach, Florida

Service Period: From 10/1/09 to 10/1/10

GB Client #: 000160

SERVICES PROVIDED:	<u>Incl</u>	_____	SERVICES PROVIDED:	<u>Incl</u>	_____
A. Claims Administration			C. Loss Funding		
Auto Liability - Bodily Injury (AB)	X	<u>5,874</u>	SIMMS	X	<u>1,357</u>
Auto Liability - Property Damage (AD)	X	<u>3,976</u>	Voucher		_____
Auto Physical Damage (APD)	X	<u>1,158</u>	Client Owned Banking		_____
General Liability - Bodily Injury (GB)	X	<u>13,706</u>	D. Supplemental		<u>4,109</u>
General Liability - Property Damage (GD)	X	<u>2,982</u>	Loss Notice Program Rpt. Level \$10,000	X	<u>Incl.</u>
Products Liability		_____	Detailed Status Rpts Rpt. Level \$50,000	X	<u>Incl.</u>
Professional Liability	X	<u>4,400</u>	Meetings	X	<u>Incl.</u>
Property (PR)	X	<u>803</u>	Discretionary Settlement Authority \$5,000	X	<u>Incl.</u>
Workers' Compensation (WC)		_____	Index Bureau	X	<u>Incl.</u>
Medical Only	X	<u>8,910</u>	Coordination	X	<u>Incl.</u>
Indemnity	X	<u>33,553</u>	Account Administration	X	<u>Incl.</u>
Record Only Processing	X	_____	Incident Processing	X	<u>420</u>
Assumption		_____	Audits	X	<u>Incl.</u>
B. Information Services		<u>13,750</u>	Acknowledgments	X	<u>Incl.</u>
RISX-FACS®		_____	Managed Care (Paid Off File)	X	<u>N/C</u>
Report Package	X	<u>Incl.</u>	E. Risk Control Consulting		_____
risxfacs.com		_____	Loss Control - ____ Hours		_____
Terminals & Printers		_____	Risx-Control Consulting - ____ Hours		_____
Data Transfer	X	<u>Incl.</u>			
Other		_____			
			TOTAL		\$ <u>94,998</u>

ADDITIONAL SERVICE TERMS AND CONDITIONS:
 Client will be billed \$979 per claim for each Auto Liability Bodily Injury claim reported against the initial deposit of \$5,874, \$497 per claim for each Auto Liability Property Damage claim reported against the initial deposit of \$3,976, \$386 per claim for each Auto Physical Damage claim reported against the initial deposit of \$1,158, \$979 per claim for each General Liability Bodily Injury claim reported against the initial deposit of \$13,706, \$497 per claim for each General Liability Property Damage claim reported against the initial deposit of \$2,982, \$1,100 per claim for each Professional/Product Liability claim reported against the initial deposit of \$4,400, \$803 per claim for each Property claim reported against the initial deposit of \$803, \$165 per claim for each Workers' Compensation Medical Only claim reported against the initial deposit of \$8,910 and \$1,157 per claim for each Workers' Compensation Indemnity claim reported against the initial deposit of \$33,553.

E & O Excpt-100 claims will be input and billed at the rate of \$61 per record. Any additional work done on Excpt-100 claims will be billed on a time and expense basis at the rate of \$151 per hour.

BILLING AND PAYMENT TERMS:
 Fee is payable in 12 monthly installments beginning 10/1/09. Fees are payable upon receipt of invoice. GB reserves the right to charge 1% per month, or the maximum legal rate, on balances unpaid after 30 days.



**CITY OF RIVIERA BEACH
LIFE OF PARTNERSHIP-DEPOSIT
COSTS AND TERMS
Effective Date: 10/01/09**

GB MANAGED CARE SERVICES

COSTS AND TERMS	Charges
Bill Review (FS/UCR)	20% of Savings
Enhanced Bill Review Savings	No charge
PPO Hospital and Outpatient Care Networks (OCN)	30% of savings after bill review reductions
Specialty Networks (MedRisk)	30% of savings after bill review reductions
Provider Out of Network Program	35% of savings after bill review reductions
Telephonic Case Management	\$75 Medical Triage \$260 per Indemnity claim (1st 30 days) \$210 per claim (2nd 30 days) After 60 days or Catastrophic - at prevailing FCM Rate \$130 per medical only claim
Hospital Certification Program	\$120 for hospital inpatient precertification \$105 for hospital inpatient continued stay review
Utilization Review Program	\$105 for outpatient precertification \$105 for outpatient continued review
Physician Review/Peer Review	\$270 per review
Task Based Field Case Management	
• Task 1: One Visit Task	\$530 per assignment
• Task 2: Two Visit Task	\$705 per assignment
• Task 3: Labor Market Survey	\$635 per assignment
• Task 4: Vocational Assessment	\$590 per assignment
• Task 5: Home Visit	\$660 (\$730 in CA) per assignment
Medical Case Management and Vocational Rehabilitation - Hourly	\$92 per hour plus expenses \$103 per hour - AK, CA, HI, NY
Priority Care - 365	\$90 per call
Texas HCN (optional)	11% of Total Savings
West Virginia MCO (optional)	\$55 per claim plus above rates
MCO - All other states	Price varies by state
PPO Retail Pharmaceutical Network	Cost of prescriptions - No charge for Bill Review or PPO
Wholesale Prescriptions and Medical Equipment Program	Cost of prescriptions and medical equipment - No charge for Bill Review or PPO
Dental Review Program (Nadent)	Charged on a per review basis
OSHA Reporting	\$4,500 per year (includes set-up, OSHA access & unlimited OSHA logs and summaries)
Taxes	All applicable taxes will be added to the service fees where required

This material is the proprietary, confidential property of Gallagher Bassett Services, Inc. It has been provided to you for the sole purpose of considering a renewal quote for claims administration services. It is not to be duplicated or shared in any form with anyone other than the individuals of such client that have a business need to know the information. It must be destroyed or returned to Gallagher Bassett Services, Inc. after its intended use.

If another preferred managed care vendor other than Gallagher Bassett Managed Care Services, Inc. is utilized, an administrative fee may apply in exchange for bona fide administrative services. The administrative services may include, but not be limited to overhead costs for the oversight and management of Managed Care vendors which includes the development and oversight of quality standards, development and maintenance of EDI interfaces and reports, monitoring of Managed Care vendor performance, and ensuring proper mandatory state compliance and reporting.

Gallagher Bassett Services, Inc. will not pay a fee, commission, or rebate to any party for the privilege of presenting our proposal or in order to secure the awarding of any program to Gallagher Bassett Services.

RESOLUTION NO. 134-09

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 \$100,000.00 FOR THE CONTINUATION OF THE WEED AND SEED PROGRAM THROUGH SEPTEMBER 30, 2010, AND AUTHORIZING THE CITY MANAGER TO EXECUTE THE INTERLOCAL AGREEMENT AND PROVIDING AN EFFECTIVE DATE OF OCTOBER 1, 2009.

WHEREAS, the Palm Beach Criminal Justice Commission will grant the funding to the City of Riviera Beach Weed and Seed Program in the amount of \$100,000; and

WHEREAS, the funds are designated for the "Seed" component of the Riviera Beach Weed and Seed Program; and

WHEREAS, funds are designated for FREE programs and services to residents, which includes the tutorial program, special events and salaries for staff.

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 agreement between the Palm Beach County Commission and the City of Riviera Beach.

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

SECTION 3. That the Finance Director is authorized to set up a budget in the Weed and Seed Project Fund (123) as follows:

Revenue:

123-00-337902	\$100,000	County Weed and Seed Grant
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Expenditures:

123-0822-521-4-1201	\$79,580.00	Salaries and Wages
123-0822-521-4-1401	\$4,871.00	FICA/Medicaid
123-0822-521-4-1403	\$7,890.00	Health/Dental Insurance
123-0822-521-4-1404	\$408.00	Life
123-0822-521-4-4001	\$1,000.00	Training/Travel
123-0822-521-4-5201	\$6,250.00	Operating Supplies General

PASSED and APPROVED this 21 day of October, 2009.

RESOLUTION NO. 134-09.
PAGE 2

APPROVED:



THOMAS A. MASTERS
MAYOR



DAWN S. PARDO
CHAIRPERSON

ATTEST:



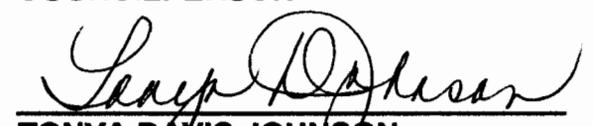
CARRIE E. WARD
MASTER MUNICIPAL CLERK
CITY CLERK



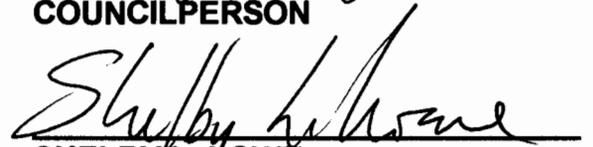
JUDY L. DAVIS
CHAIR PRO TEM



BILLIE E. BROOKS
COUNCILPERSON



TONYA DAVIS JOHNSON
COUNCILPERSON



SHELBY L. LOWE
COUNCILPERSON

MOTIONED BY: J. Davis

SECONDED BY: T. Johnson

B. BROOKS aye

J. DAVIS aye

T. JOHNSON aye

D. PARDO aye

S. LOWE Lowe

REVIEWED AS TO LEGAL SUFFICIENCY

PAMALA HANNA RYAN, CITY ATTORNEY

DATE: _____

RESOLUTION NO. 135-09

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF RIVIERA BEACH, PALM BEACH COUNTY, FLORIDA APPROVING AND AUTHORIZING THE CITY TO LOAN THE RIVIERA BEACH COMMUNITY REDEVELOPEMENT AGENCY AN AMOUNT NOT TO EXCEED \$10.4 MILLION TO BE PAID TO OCEAN MALL REDEVELOPMENT (OMRD) FOR THE CONSTRUCTION OF INFRASTRUCTURE, PARKING LOT, AND BEACH IMPROVEMENTS AT THE OCEAN MALL AND ESTABLISHING A REPAYMENT SCHEDULE AND INTEREST RATE AND PROVIDING AN EFFECTIVE DATE.

WHEREAS, the Riviera Beach Community Redevelopment Agency and the City of Riviera Beach desire herein to provide for their mutual and respective understandings, agreements, rights, duties and obligations pertaining to the payment of the amounts due for construction of certain improvements agreed to in the agreement between the City, the CRA, and OMRD, and

WHEREAS, the CRA and the City desire herein to provide for their mutual and respective understandings, agreements, rights, duties and obligations pertaining to the repayment of said amounts from Tax Increment Financings (TIF) of the CRA in the amounts provided in the attached debt service schedule;

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 hereby approves and authorizes the Mayor and City Clerk to execute an Interlocal Agreement which authorizes a loan to the CRA in an amount not to exceed \$10.4 million.

SECTION 2. Upon execution of two originals of the Agreement, one original shall be forwarded to the Clerk to be maintained as a public record.

SECTION 3. The Finance Director is hereby authorized to pay an amount not to exceed \$10.4 million to OMRD for payment of the actual costs of the construction of the previously agreed improvements as accepted as completed in stages and authorized by the City's authorized inspector.

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

PASSED AND APPROVED THIS 21ST DAY OF OCTOBER, 2009.

RESOLUTION NO. 135-09
PAGE 3

APPROVED:

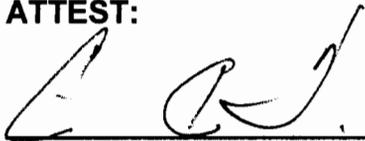


THOMAS A. MASTERS
MAYOR

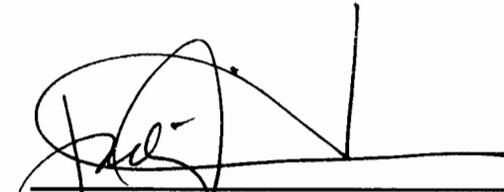


DAWN S. PARDO
CHAIRPERSON

ATTEST:



CARRIE E. WARD
MASTER MUNICIPAL CLERK
CITY CLERK



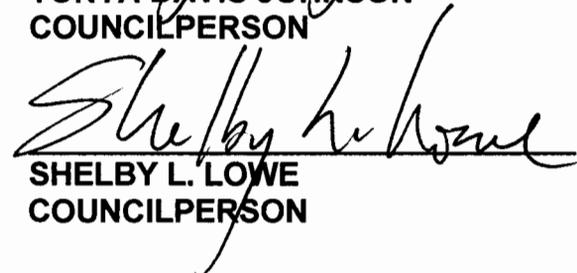
JUDY L. DAVIS
CHAIR PRO TEM



BILLIE E. BROOKS
COUNCILPERSON



TONYA DAVIS JOHNSON
COUNCILPERSON



SHELBY L. LOWE
COUNCILPERSON

MOTIONED BY: B. Brooks

SECONDED BY: J. Davis

T. JOHNSON aye

D. PARDO aye

J. DAVIS aye

B. BROOKS aye

S. LOWE aye

REVIEWED AS TO LEGAL SUFFICIENCY

PAMALA HANNA RYAN, CITY ATTORNEY

DATE: _____

LOAN AGREEMENT

**BETWEEN THE CITY OF RIVIERA BEACH, AS LENDER
and
THE RIVIERA BEACH COMMUNITY REDEVELOPMENT AGENCY, AS
BORROWER**

THIS LOAN AGREEMENT made and entered into this 21 day of October, 2009, by and between the **CITY OF RIVIERA BEACH**, a duly created municipal corporation and the **RIVIERA BEACH COMMUNITY REDEVELOPMENT AGENCY**, a public body corporate and politic of the State of Florida.

WITNESSETH

WHEREAS, the City Council (the "Council") of the City of Riviera Beach, Florida (the "City"), by the adoption of ordinances, resolutions or motions (i) has found one or more slum or blighted areas to exist within the City and created the Redevelopment Area, as defined in Chapter 163, Part III, Florida Statutes (the "Redevelopment Act"); (ii) established the Riviera Beach Community Redevelopment Agency (the "Agency"); (iii) approved the community redevelopment plan for the Redevelopment Area; and (iv) created the Riviera Beach Community Redevelopment Trust Fund, all as contemplated by the Redevelopment Act; and

WHEREAS, the City Council has made certain loans to the Riviera Beach Community Redevelopment Agency (the "Agency"), with an outstanding aggregate balance as of the date hereof of \$1,079,018; and

WHEREAS, such prior loans have been reflected by terms of Interlocal agreements dated July 2000, September 2004, November 2005, February 2006 and June 2006 (collectively, the "Prior Agreements"); and

WHEREAS, the City Council is desirous of restating the existing loans in the form of a loan agreement and providing for certain modified terms with respect thereto, and of adding an additional loan and a mechanism for future loans and providing the terms with respect thereto;

NOW, THEREFORE, in consideration of the mutual benefits flowing from each other, the City and the CRA do hereby agree as follows:

ARTICLE I

PAYMENTS BY THE AGENCY

1.1 The above recitals are true and hereby made a part of this Agreement.

1.2 The City has as of the date hereof loaned \$2,443,000 to the CRA for the purpose of paying the cost of agency activities, including operations, planning, and other related activities, \$1,079,018 of which loaned amount remains unpaid and outstanding (the "Outstanding Loan Amount") as of October 1st, 2009.

1.3 The CRA shall pay by March 31st, 2010, the balance of the Outstanding Loan Amount. Such amount shall be included in the CRA's budget as an expense item until paid.

1.4 The Outstanding Loan Agreement will bear no interest during the period of this Agreement.

1.5 The CRA is in need of financial resources to pay the developer of the public beach for various improvements to the site. Those improvements are required by the agreement signed jointly by the City, the CRA and OMRD. Improvements are for infrastructure in the amount of \$5M, parking lot improvements of \$1M which is one half the total with the developer paying the other half, and \$4.3M for improvements to the dry sand beach area on the east side of the Ocean Mall. An additional \$100K is added as contingency for any unanticipated fees or increases as may be required.

1.6 (A) The City hereby agrees to loan to the CRA an additional \$10.4 million (the "OMRD'09 Loan Amount"). Such OMRD'09 Loan Amount shall bear interest at a rate of 4.75 percent per annum and shall be payable by March 31st of each year commencing March 31st, 2010, in an annual payment of \$985,100 until such time as the Additional Loan Amount has been paid.

(B) The CRA may prepay, at any time and at its option, a portion of the balance of the OMRD'09 Loan Amount without penalty.

(C) The obligation of the CRA to repay the Outstanding Loan Amount shall be subordinate to any obligation to repay bonds issued by the CRA (or the City on behalf of the CRA) or by any community development district created or approved by the City.

1.7 The City may from time to time make additional loans to the CRA, the terms of which shall be reflected and encompassed by the terms of this Agreement.

ARTICLE II

REPRESENTATION; WARRANTIES; COVENANTS

2.1 Representations and Warranties of the Agency.

The Agency represents and warrants to the City that each of the following statements is presently true and accurate:

(A) The Agency is a body corporate and politic under the laws of the State of Florida, has all requisite corporate power and authority to carry on its business as now conducted and to perform its obligations under this Agreement and each document contemplated hereunder to which it is or will be a party.

(B) This Agreement has been duly authorized by all necessary action on the part of, and has been or will be, duly executed and delivered by the Agency, and neither the execution and delivery hereof, nor compliance with the terms and provisions hereof, (i) requires the approval and consent of any other party, except such as have been duly obtained or as are specifically noted herein, (ii) contravenes any existing law, judgment, governmental rule, regulation or order applicable to or binding on the Agency or any indenture, mortgage, deed of trust, bank loan or credit agreement, applicable ordinances, resolutions or, on the date of this Agreement, any other agreement or instrument to which the Agency is a party, or by which it or its properties are bound, specifically including any covenants of any bonds, notes or other forms of indebtedness outstanding on the Effective Date of this Agreement, or (iii) contravenes or results in any breach of, or default under any agreement applicable to the Agency, or the Agency results in the creation of any lien or encumbrance upon any property of the Agency.

(C) The Agreement constitutes a legal, valid and binding obligation of the Agency, enforceable against the Agency in accordance with the terms hereof, except as such enforceability may be limited by public policy or applicable bankruptcy, insolvency or similar laws from time to time in effect which affect creditors' rights generally and subject to usual equitable principles in the event that equitable remedies are involved.

(D) There are no pending or, to the knowledge of the Agency, threatened actions or proceedings before any court or administrative agency, or against any officer of the Agency, which question the validity of this Agreement or any document contemplated hereunder, or which are likely in any case, or in the aggregate, to materially adversely affect the consummation of the transactions contemplated hereunder or the financial condition of the Agency.

2.2 Covenants of the Agency

The Agency covenants with the City that:

(A) The Agency shall timely fulfill, or cause to be fulfilled, all of the conditions expressed herein which are within the control of the Agency or which are the responsibility of the Agency to fulfill.

(B) During each year this Agreement, and the obligations under this Agreement, shall be in effect, the Agency shall cause to occur and to continue to be in effect those agreements, instruments, documents, certificates and events contemplated by this Agreement that are applicable to, and the responsibility of, the Agency.

2.3 Representations and Warranties of the City.

The City represents and warrants to the Agency that each of the following statements is presently true and accurate:

(A) The City is a validly existing municipal corporation organized under the laws of the State of Florida, has all requisite corporate power and authority to carry on its business as now conducted and to perform its obligations under this Agreement and each document contemplated hereunder to which it is or will be a party.

(B) This Agreement has been duly authorized by all necessary action on the part of, and has been or will be, duly executed and delivered by the City, and neither the execution and delivery hereof, nor compliance with the terms and provisions hereof, (i) requires the approval and consent of any other party, except such as have been duly obtained or as are specifically noted herein, (ii) contravenes any existing law, judgment, governmental rule, regulation or order applicable to or binding on any indenture, mortgage, deed of trust, bank loan or credit agreement, applicable ordinances, resolutions or, on the date of this Agreement, any other agreement or instrument to which the City is a party, or by which it or its properties are bound, specifically including any covenants of any bonds, notes or other forms of indebtedness outstanding on the Effective Date of this Agreement, or (iii) contravenes or results in any breach of, or default under any agreement applicable to the City, or the City results in the creation of any lien or encumbrance upon any property of the City.

(C) This Agreement constitutes a legal, valid and binding obligation of the City, enforceable against the City in accordance with the terms hereof, except as such enforceability may be limited by public policy or applicable bankruptcy, insolvency or similar laws from time to time in effect which affect creditors' rights generally and subject to usual equitable principles in the event that equitable remedies are involved.

(D) There are no pending or, to the knowledge of the City, threatened actions or proceedings before any court or administrative agency, or against any officer of the City, which question the validity of this Agreement or any document contemplated hereunder, or which are likely in any case, or in the aggregate, to materially adversely affect the consummation of the transactions contemplated hereunder or the financial condition of the City.

ARTICLE III
MISCELLANEOUS

3.1 This Agreement may be amended only with the written approval of the CRA and the City.

3.2 This Agreement supersedes all written or oral representations, statements or agreements previously existing between the CRA and City with respect to the subject matter of this Agreement. All of the Prior Agreements are hereby superseded and no longer in effect.

3.3 Failure to insist on strict performance of any covenant, condition or provision of this Agreement by the CRA or the City shall not be deemed a waiver of any of either party's rights or remedies; nor shall it relieve the other party from performing any subsequent obligations strictly in accordance with the terms of this Agreement.

3.4 If any term or provision of this Agreement shall be held to any extent invalid or unenforceable as against any person, entity or circumstance during the term hereof by force of any statute, law or ruling of any forum of competent jurisdiction, such invalidity shall not affect any other term or provision of this Agreement, and to that extent, the Agreement shall remain operable, enforceable and in full force and effect to the extent permitted by law.

3.5 Unless extended by mutual agreement of the City and the CRA, this Agreement shall expire at such time as the Outstanding Loan Amount has been fully paid.

3.6 All covenants, stipulations, obligations and agreements of the City and the CRA contained in this Agreement shall be deemed to be covenants, stipulations, obligations and agreements of the City and the CRA, respectively, to the full extent authorized by Chapter 163, Florida Statutes, and provided by the Constitution and laws of the State of Florida.

3.7 No covenants, stipulation, obligation or agreement contained herein shall be deemed to be a covenant, stipulation, obligations or agreement of any present or future member of the governing body or agent or employee of the City or the CRA in its, his, her, or their individual capacity, and neither the members of the governing body of the City or the CRA, nor any official executing this Agreement, shall be liable personally, or shall be subject to any accountability, by reason of the execution by the City or the CRA of this Agreement or any act pertaining hereto.

3.8 Nothing contained in this Agreement shall constitute or create a lien, either legal or equitable, on any of the City's or the CRA's ad valorem revenues or funds. No person shall ever have the right to compel any exercise of the ad valorem taxing power of the City or the CRA, nor shall this Agreement constitute a charge, lien or

encumbrance, either legal or equitable, upon any property within its respective boundaries to make any payment contemplated by this Agreement.

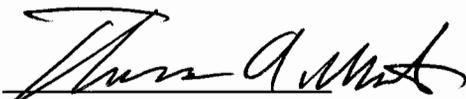
This Agreement shall become effective immediately upon the execution by the proper officers of the City and the CRA.

This Agreement is solely for the benefit of the City and the CRA and no third party shall be deemed to have any rights hereunder.

IN WITNESS WHEREOF, the City and the CRA hereto have entered into this Loan Agreement effective as of the day and year first above written.

CITY OF RIVIERA BEACH

RIVIERA BEACH COMMUNITY
REDEVELOPMENT AGENCY

By: 
Thomas A. Masters, Mayor

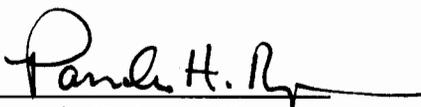
By: _____
Dawn Pardo, Chairperson

ATTEST:

By:  10/21/09
Carrie E. Ward, MMC
City Clerk

APPROVED AS TO LEGAL SUFFICIENCY

APPROVED AS TO LEGAL
SUFFICIENCY

By: 
Pamala H. Ryan, City Attorney

By: _____
Michael Haygood
CRA General Counsel

Dated 10/15/09