

RESOLUTION NO. 140-09 _____

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF RIVIERA BEACH, PALM BEACH COUNTY, FLORIDA, APPROVING THE MAINTENANCE SERVICE CONTRACT FOR SERVICE OF TELEPHONE EQUIPMENT AND RADIO SERVICE FOR THE FISCAL YEAR 2009/2010, WITH MOTOROLA COMMUNICATIONS AND ELECTRONICS, INC., AT A TOTAL COST OF \$49,254.96; AUTHORIZING THE MAYOR AND CITY CLERK TO EXECUTE A LETTER OF EXTENSION AUTHORIZING THE FINANCE DIRECTOR TO MAKE PAYMENT FROM ACCOUNT NUMBER 001-0817-521-0-4601; AND PROVIDING AN EFFECTIVE DATE.

WHEREAS, the City has contracted with Motorola to maintain the Radio equipment since 1994; and

WHEREAS, the contract is renewed annually; and

WHEREAS, Motorola has submitted a Letter of Extension to continue to service and maintain the City's Radio equipment for the total sum of \$49,254.96.

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

SECTION 1. The City Council authorizes the Mayor and City Clerk to execute the Letter of Extension with Motorola Communications on behalf of the City for \$49,254.96.

SECTION 2. The Finance Director is authorized to make monthly payments in the amount of \$4,104.58 from account number 001-0817-521-0-4601 to Motorola for maintenance of the 800 MHz trucking Radio equipment and portable radios.

SECTION 3. This Resolution shall take effect upon its passage and adoption by City Council.

[The remainder of this was intentionally left blank.]

RESOLUTION NO. 140-091
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PASSED and APPROVED this 18 day of November, 2009.

APPROVED:

Thomas A. Masters
THOMAS A. MASTERS
MAYOR

Dawn S. Pardo
DAWN S. PARDO
CHAIRPERSON

ATTEST

Carrie E. Ward
CARRIE E. WARD
MASTER MUNICIPAL CLERK
CITY CLERK

Judy L. Davis
JUDY L. DAVIS
CHAIR PRO TEM

Absent
BILLIE E. BROOKS
COUNCILPERSON

Tonya Davis Johnson
TONYA DAVIS JOHNSON
COUNCILPERSON

Shelby L. Lowe
SHELBY L. LOWE
COUNCILPERSON

MOTIONED BY: J. DAVIS

SECONDED BY: T. DAVIS-JOHNSON

B. BROOKS ABSENT

J. DAVIS AYE

T. JOHNSON AYE

D. PARDO AYE

S. LOWE AYE

REVIEWED AS TO LEGAL SUFFICIENCY

Pamela H. Ryan
PAMALA HANNA RYAN, CITY ATTORNEY



June 29, 2009

City of Riviera Beach
Attn: Asst. Chief Danny Jones
600 West Blue Heron Blvd.
Riviera Beach, FL 33040

**RE: Extension to Maintenance and Support Agreement: S00001002124
Product: Motorola SmartZone Radio System**

Dear Asst. Chief Danny Jones:

By means of this letter, Motorola, Inc. hereby extends the City of Riviera Beach's maintenance and support agreement as referenced above. Enclosed are two (2) copies of the updated equipment inventory, Statements of Work and Pricing Worksheet for the period 10/01/09 through 9/30/10. All terms and conditions shall remain in full force and effect.

Please indicate acceptance of this extension by signing the acceptance block below and **returning one copy to my attention at Motorola, Inc. 8000 W Sunrise Blvd RCV West 11-14J, Plantation, Florida 33322 or fax it to my attention at 954-723-4791 on or before 10/01/09.** Failure to return this fully executed letter on or before 10/01/09 will result in a lapse in maintenance, which will be subject to a 10% recertification and reimplementation fee.

If you have any questions or need further clarification, please contact me directly at 954-723-4718 or 954-520-8868. In addition you can also send an email to me at cindee@motorola.com.

Sincerely,

Cindee Markes

Cindee Markes
Customer Support Mgr.
Motorola, Inc.

Accepted by:

MOTOROLA, INC.

Signed by: *Cindee Markes*

Printed Name: Cindee Markes

Title: Customer Support Manager

Date: 6-29-09

City of Riviera Beach

Signed by: *Thomas A. Masters*

Printed Name: Thomas A. Masters

Title: MAYOR

Date: 11-18-09

Signed by: *Carrie Ward*

Printed Name: CARRIE WARD

Title: City Clerk

Date: 11/18/2009

Pricing Worksheet

Effective Date: 10/1/2009

Customer: Riviera Beach, City of

Contract Number: S00001002124

Service Products Provided

Dispatch

OnSite Infrastructure Response

Network Monitoring

Infrastructure Repair with Advanced Replacement

Console Only Software Subscription Agreement

Local Radio Combo Package

Local Response & Repair for FHAS Zetron Equipment

Maintenance Total: \$ 49,254.96

Customer: Riviera Beach, City of

Effective: 10/1/2009

Qty **SmartZone Radio Equipment**

4 Gold Elite Consoles
1 CEB
4 Spectra Consolettes
4 MCC3600 Remotes
1 Dispatch Center

Qty **Fire House Alerting System**

2 Zetron Model 26 (main & backup)
5 Zetron Model 6 Units (4 Fire Stations, 1 Dispatch)
2 Control Stations

Qty **Subscribers**

20 LTS2000
125 XTS5000

Statement of Work

On Site Infrastructure Response and Dispatch Service

1.0 Description of Services

The Motorola System Support Center (SSC) will receive Customer request for service and dispatch a Servicer. The Servicer will respond to the Customer location based on pre-defined Severity Levels set forth in the Severity Definitions Table and Response times set forth in the Response Time Table in order to Restore the System.

Motorola will provide Case management as set forth herein. The SSC will maintain contact with the on-site Servicer until System Restoral and Case is closed. The SSC will Continuously track and manage Cases from creation to close through an automated Case tracking process. This Case management allows for Motorola to provide Case activity reports.

The terms and conditions of this Statement of Work (SOW) are an integral part of Motorola's Service Terms and Conditions or other applicable Agreement to which it is attached and made a part thereof by this reference.

2.0 Motorola has the following responsibilities:

- 2.1. Continuously receive service requests.
- 2.2. Create a Case as necessary when service requests are received. Gather information to perform the following:
 - 2.2.1. Characterize the issue.
 - 2.2.2. Determine a plan of action.
 - 2.2.3. Assign and track the Case to resolution.
- 2.3. Dispatch a Servicer as required by Motorola standard procedures and provide necessary Case information collected in 2.2.
- 2.4. Ensure the required personnel have access to Customer information as needed.
- 2.5. Servicer will perform the following on-site:
 - 2.5.1. Run diagnostics on the Infrastructure or FRU.
 - 2.5.2. Replace defective Infrastructure or FRU, as applicable. Customer, Servicer or Motorola may provide Infrastructure or FRU.
 - 2.5.3. Provide materials, tools, documentation, physical planning manuals, diagnostic/test equipment and any other requirements necessary to perform the Maintenance service.
 - 2.5.4. If a third party Vendor is needed to Restore the System, the Servicer may accompany that Vendor onto the Customer's premises.
- 2.6. Verify with Customer that Restoration is complete or System is functional, if required by Customer's repair Verification in the Customer Support Plan required by section 3.2. If Verification by Customer cannot be completed within 20 minutes of Restoration, the Case will be closed and the Servicer will be released.
- 2.7. Escalate the Case to the appropriate party upon expiration of a Response time.
- 2.8. Close the Case upon receiving notification from Customer or Servicer, indicating the Case is resolved.
- 2.9. Notify Customer of Case Status as defined required by the Customer Support Plan:
 - 2.9.1. Open and closed; or
 - 2.9.2. Open, assigned to the Servicer, arrival of the Servicer on-site, deferred or delayed, closed.
- 2.10. Provide Case activity reports to Customer.

3.0 Customer has the following responsibilities:

- 3.1. Contact Motorola, as necessary, to request service.
- 3.2. Provide Motorola with pre-defined Customer information and preferences prior to Start Date necessary to complete Customer Support Plan.
 - 3.2.1. Case notification preferences and procedure.
 - 3.2.2. Repair Verification preference and procedure.

- 3.2.3. Database and escalation procedure forms.
- 3.2.4. Submit changes in any information supplied in the Customer Support Plan to the Customer Support Manager.
- 3.3. Provide the following information when initiating a service request:
 - 3.3.1. Assigned System ID number.
 - 3.3.2. Problem description and site location.
 - 3.3.3. Other pertinent information requested by Motorola to open a Case.
- 3.4. Allow Servicicers access to Equipment.
- 3.5. Supply Infrastructure or FRU, as applicable, in order for Motorola to Restore the System as set forth in paragraph 2.5.2.
- 3.6. Maintain and store in an easily accessible location any and all Software needed to Restore the System.
- 3.7. Maintain and store in an easily accessible location proper System backups.
- 3.8. For E911 systems, test the secondary/backup PSAP connection to be prepared in the event of a catastrophic failure of a system. Train appropriate personnel on the procedures to perform the function of switching to the backup PSAP.
- 3.9. Verify with the SSC that Restoration is complete or System is functional, if required by Repair Verification preference provided by Customer in accordance with section 3.2.
- 3.10. Cooperate with Motorola and perform all acts that are reasonable or necessary to enable Motorola to provide these services.

Severity Definitions Table

Severity Level	Problem Types
Severity 1	<ul style="list-style-type: none"> ▪ Response is provided Continuously ▪ Major System failure ▪ 33% of System down ▪ 33% of Site channels down ▪ Site Environment alarms (smoke, access, temp, AC power). ▪ This level is meant to represent a major issue that results in an unusable system, sub-system, Product, or critical features from the Customer's perspective. No Work-around or immediate solution is available.
Severity 2	<ul style="list-style-type: none"> ▪ Response during Standard Business Day ▪ Significant System Impairment not to exceed 33% of system down ▪ System problems presently being monitored ▪ This level is meant to represent a moderate issue that limits a Customer's normal use of the system, sub-system, product, or major non-critical features from a Customer's perspective
Severity 3	<ul style="list-style-type: none"> ▪ Response during Standard Business Day ▪ Intermittent system issues ▪ Information questions ▪ Upgrades/Preventative maintenance ▪ This level is meant to represent a minor issue that does not preclude use of the system, sub-system, product, or critical features from a Customer's perspective. It may also represent a cosmetic issue, including documentation errors, general usage questions, recommendations for product enhancements or modifications, and scheduled events such as preventative maintenance or product/system upgrades.

Response Times Table (Customer's Response Time Classification is designated in the Service Agreement)

Severity Level	Premier Response Time	Regular Response Time
Severity 1	Within 2 hours from receipt of Notification Continuously 24 x 7	Within 4 hours from receipt of Notification Standard Business Day
Severity 2	Within 4 hours from receipt of Notification Standard Business Day	Within 4 hours from receipt of Notification Standard Business Day
Severity 3	Within 24 hours from receipt of Notification Standard Business Day	Within 24 hours from receipt of Notification Standard Business Day



Statement of Work

Infrastructure Repair with Advanced Replacement

1.0 Description of Services

Infrastructure Repair is a repair service for Motorola and select third party Infrastructure as set forth in the applicable attached Exhibit(s), all of which are hereby incorporated into this Statement of Work (SOW) by this reference. Customer's System type determines which exhibit is applicable (i.e. SmartZone system exhibit, SmartNet system exhibit). Infrastructure may be repaired down to the Component level, as applicable, at the Motorola Infrastructure Depot Operations (IDO). At Motorola's discretion, select third party Infrastructure may be sent to the original equipment manufacturer or third party vendor for repair. If Infrastructure is no longer supported by the original equipment manufacturer or third party vendor, Motorola may replace Infrastructure with similar Infrastructure, when possible.

When available, Motorola will provide Customer with an Advanced Replacement unit(s) or FRU(s) in exchange for Customer's malfunctioning FRU(s). Non-standard configurations, Customer-modified Infrastructure and certain third party Infrastructure are excluded from Advanced Replacement service. Malfunctioning FRU (s) will be evaluated and repaired by IDO and returned to IDO FRU inventory upon completion of repair. In cases where Advanced Replacement is not available or when a Customer requires the exact serial number to be returned, a FRU may be available on a Loaner basis.

The terms and conditions of this SOW are an integral part of Motorola's Service Terms and Conditions or other applicable agreement to which it is attached and made a part thereof by this reference.

2.0 Motorola has the following responsibilities:

- 2.1. Use commercially reasonable efforts to maintain an inventory of FRU.
- 2.2. Provide new or reconditioned units as FRU to Customer or Servicer, upon request and subject to availability. The FRU will be of similar kit and version, and will contain like boards and chips, as the Customer's malfunctioning Infrastructure.
- 2.3. Program FRU to original operating parameters based on templates provided by Customer as required in Section 3.5. If Customer template is not provided or is not reasonably usable, a standard default template will be used.
- 2.4. Properly package and ship Advanced Replacement FRU from IDO's FRU inventory to Customer specified address.
 - 2.4.1. During normal operating hours of Monday through Friday 7:00am to 7:00pm CST, excluding holidays, FRU will be sent next day air via Federal Express Priority Overnight or UPS Red, unless otherwise requested. Motorola will pay for such shipping, unless Customer requests shipments outside of the above mentioned standard business hours and/or carrier programs, such as NFO (next flight out). In such cases, Customer will be subject to shipping and handling charges.
 - 2.4.2. When sending the Advanced Replacement FRU to Customer, provide a return air bill in order for Customer to return the Customer's malfunctioning FRU. The Customer's malfunctioning FRU will become property of IDO and the Customer will own the Advanced Replacement FRU.
 - 2.4.3. When sending a Loaner FRU to Customer, IDO will not provide a return air bill for the malfunctioning Infrastructure. The Customer is responsible to arrange and pay for shipping the malfunctioning Infrastructure to IDO. IDO will repair and return the Customer's Infrastructure and will provide a return air bill for the customer to return IDO's Loaner FRU.
- 2.5. Provide repair return authorization number upon Customer request for Infrastructure that is not classified as an Advanced Replacement or Loaner FRU.
- 2.6. Receive malfunctioning Infrastructure from Customer and document its arrival, repair and return.
- 2.7. Perform the following service on Motorola Infrastructure:
 - 2.7.1. Perform an operational check on the Infrastructure to determine the nature of the problem.
 - 2.7.2. Replace malfunctioning FRU or Components.
 - 2.7.3. Verify that Motorola Infrastructure is returned to Motorola manufactured specifications, as applicable
 - 2.7.4. Perform a Box Unit Test on all serviced Infrastructure.

- 2.7.5. Perform a System Test on select Infrastructure.
 - 2.8. Provide the following service on select third party Infrastructure:
 - 2.8.1. Perform pre-diagnostic and repair services to confirm Infrastructure malfunction and eliminate sending Infrastructure with no trouble found (NTF) to third party vendor for repair, when applicable.
 - 2.8.2. Ship malfunctioning Infrastructure to the original equipment manufacturer or third party vendor for repair service, when applicable.
 - 2.8.3. Track Infrastructure sent to the original equipment manufacturer or third party vendor for service.
 - 2.8.4. Perform a post-test after repair by Motorola, original equipment manufacturer, or third party vendor to confirm malfunctioning Infrastructure has been repaired and functions properly in a Motorola System configuration, when applicable.
 - 2.9. Re-program repaired Infrastructure to original operating parameters based on templates provided by Customer as required by Section 3.5. If Customer template is not provided or is not reasonably usable, a standard default template will be used. If IDO determines that the malfunctioning Infrastructure is due to Software defect, IDO reserves the right to reload Infrastructure with a similar Software version. Enhancement Release(s), if needed, are subject to additional charges to be paid by Customer unless the Customer has a Motorola Software Subscription agreement.
 - 2.10. Properly package repaired Infrastructure unless Customer's malfunctioning FRU was exchanged with an IDO FRU. Motorola will return Customer's FRU(s) to IDO's FRU inventory, upon completion of repair.
 - 2.11. Ship repaired Infrastructure to the Customer specified address during normal operating hours set forth in 2.4.1. FRU will be sent two-day air unless otherwise requested. Motorola will pay for such shipping, unless Customer requests shipments outside of the above mentioned standard business hours and/or carrier programs, such as NFO (next flight out). In such cases, Customer will be subject to shipping and handling charges.
- 3.0 Customer has the following responsibilities:
- 3.1. Contact or instruct Servicer to contact the Motorola System Support Center (SSC) and request an Advanced Replacement, or Loaner FRU and a return authorization number (necessary for all non-Advanced Replacement repairs) prior to shipping malfunctioning Infrastructure or third party Infrastructure named in the applicable attached Exhibit.
 - 3.1.1. Provide model description, model number, serial number, type of System and Firmware version, symptom of problem and address of site location for FRU or Infrastructure.
 - 3.1.2. Indicate if Infrastructure or third party Infrastructure being sent in for service was subjected to physical damage or lightning damage.
 - 3.1.3. Follow Motorola instructions regarding inclusion or removal of Firmware and Software applications from Infrastructure being sent in for service.
 - 3.1.4. Provide Customer purchase order number to secure payment for any costs described herein.
 - 3.2 Pay for shipping of Advanced Replacement or Loaner FRU from IDO if Customer requested shipping outside of standard business hours or carrier programs set forth in section 2.4.1.
 - 3.3 Within five (5) days of receipt of the Advanced Replacement FRU from IDO's FRU inventory, properly package Customer's malfunctioning Infrastructure and ship the malfunctioning Infrastructure to IDO for evaluation and repair as set forth in 2.7. Customer must send the return air bill, referenced in 2.4.2 above back to IDO in order to ensure proper tracking of the returned Infrastructure. Customer will be subject to a replacement fee for malfunctioning Infrastructure not properly returned. For Infrastructure and/or third party Infrastructure repairs that are not exchanged in advance, properly package Infrastructure and ship the malfunctioning FRU, at Customer's expense and risk of loss to Motorola. Customer is responsible for properly packaging the Customer malfunctioning Infrastructure FRU to ensure that the shipped Infrastructure arrives un-damaged and in repairable condition. Clearly print the return authorization number on the outside of the packaging.
 - 3.4 If received, Customer must properly package and ship Loaner FRU back to IDO within five (5) days of receipt of Customer's repaired FRU.
 - 3.5 Maintain templates of Software/applications and Firmware for reloading of Infrastructure as set forth in paragraph 2.3 and 2.9.
 - 3.6 Cooperate with Motorola and perform all acts that are reasonable or necessary to enable Motorola to provide the Infrastructure Repair with Advanced Replacement services to Customer.

4.0 In addition to any exclusions named in Section 5 of the Service Terms and Conditions or in any other underlying Agreement to which this SOW is attached, the following items are excluded from Infrastructure Repair with Advanced Replacement:

1. All Infrastructure over seven (7) years from product cancellation date.
2. Physically damaged Infrastructure.
3. Third party Equipment not shipped by Motorola.
4. Consumable items including, but not limited to, batteries, connectors, cables, tone/ink cartridges.
5. Test equipment.
6. Racks, furniture and cabinets.
7. Firmware and/or Software upgrades.



Console Only Infrastructure Exhibit	Inclusions, Exclusions, Exceptions and Notes for Infrastructure Repair
Card Cages	Included
Central Electronics Bank(s) (CEB)	Includes Logging Recorder Interface and Network Hub. Includes Base Interface Module (BIM), Console Operator Interface Module (COIM), Operator Interface Module (OMI).
Central Electronic Shelf (CES)	Included
Computer(s)	Includes computers that directly interface with CEB. Includes keyboards, mice and trackballs. Excludes laptop computers and all 286, 386, 486 computers. Defective or phosphor-burned cathode ray tubes CRT(s) and burned-in flat panel display image retention.
Console(s)	Includes consoles (Centracom Gold Series, Centracom Gold Series Elite, Centracom Gold Elite, CommandSTAR lite, MIP5000, MC1000, MC2000, MC2500, MC3000, MCC5500) Includes headset jacks, dual footswitches, gooseneck microphones and Console Interface Electronics (CIE). Excludes Centracom I.
Console Audio Box (CAB)	Included
Dictaphones, Logging Recorders and Recording Equipment	Excludes all types and models.
Junction Box	Included
Microwave Equipment.	Excluded from service agreement but may be repaired on an above contract, time and material basis. All Equipment must be shipped to IDO. Excludes any on-site services.
Monitor(s)	Includes all Motorola certified monitors connected to computers that directly interface with or control the communications System. Excludes defective or phosphor-burned cathode ray tubes CRT(s) and burned-in flat panel displays image retention. Monitors not shipped by Motorola and/or cannot be confirmed by a Motorola factory order number.
Site Frequency Standard(s)	Includes Netclocks systems Excludes MFS -Rubidium Standard Network Time and Frequency devices
UPS Systems.	Excluded from service agreements but may be repaired on an above contract, time and material basis. All UPS Systems must be shipped to IDO for repair. Excludes any on-site services. Excludes all batteries.

Statement of Work

SP-Local Infrastructure Repair with On Site Response for FHAS

1.0 Description of Services

Local Infrastructure Repair with On Site Response is a repair service provided by the Servicer for the Fire House Alerting System Infrastructure named on the Customer Equipment list. At the Servicer's discretion and responsibility, Infrastructure may be sent to Motorola, original equipment manufacturer, third party vendor, or other facility for repair.

The terms and conditions of this Statement of Work (SOW) are an integral part of Motorola's Service Terms and Conditions or other applicable Agreement to which it is attached and made a part thereof by this reference.

2.0 Motorola Servicer has the following responsibilities:

- 2.1. Repair or replace Infrastructure at the Servicer facility or Customer location as determined by Servicer. Any replaced FRU will be of a similar kit and version, and will contain like boards and chips, as the Customer's malfunctioning FRU(s). Servicer is responsible for travel costs to a Customer location to repair Infrastructure.
- 2.2. Perform the following on FHAS Infrastructure:
 - 2.2.1. Perform an operational check on the Infrastructure to determine the nature of the problem.
 - 2.2.2. Repair or replace malfunctioning FRU, as determined by Servicer.
 - 2.2.3. Verify that FHAS Infrastructure is returned to manufactured specifications.
- 2.3. Provide the following service on select third party Infrastructure
 - 2.3.1. Perform pre-diagnostic and repair service to confirm Infrastructure malfunction and eliminate sending Infrastructure with no trouble found (NTF) to third party vendor for repair, when applicable.
 - 2.3.2. Ship malfunctioning Infrastructure to the original equipment manufacturer or third party vendor for repair service. Servicer is responsible for all shipping and handling charges.
 - 2.3.3. Coordinate and track Infrastructure sent to the original equipment manufacturer or third party vendor for service.
- 2.4. Re-program Infrastructure to original operating parameters based on templates provided by Customer required by Section 3.2. If the Customer template is not provided or is not reasonably usable, a standard default template will be used. The Servicer will provide the standard template.
- 2.5. Notify the Customer upon completion of repair or replacement.
- 2.6. Properly package, return ship or hand deliver Infrastructure to the Customer specified address. Servicer will pay return shipping charges, if being sent via overnight carrier.

3.0 Customer has the following responsibilities:

- 3.1. Contact Servicer and provide the following information:
 - 3.1.1. Provide customer name, address of site location, and symptom of problem.
 - 3.1.2. Provide model description, model number, serial number, and type of System and Firmware version, if known.
- 3.2. Maintain and/or store backups of all applicable Software applications and Firmware for reloading, if necessary by Servicer, after repair service is completed.
- 3.3. Cooperate with Motorola and perform all acts that are reasonable or necessary to enable Motorola to provide Local Infrastructure Repair services to Customer.

Statement of Work

Software Subscription Console Only

1.0 Description of Service

Motorola will provide to Customer Software Subscription services in accordance with this Statement of Work. Motorola will provide periodic software bulletins to Customer at its address for notice purposes (or at another address that Customer may direct in writing). These software bulletins announce and explain Enhancement Releases and Core Releases for Motorola and Non-Motorola Software that are available to Software Subscription Customers for use with their upgrade-capable Motorola Equipment covered by these services. Motorola will provide applicable Enhancement Releases or Core Releases as ordered by Customer.

Software Subscription includes design services for Enhancement Releases only. Motorola will review System audit data (when this service is performed by Motorola) along with an equipment list to avoid potential Software incompatibilities between equipment that is being upgraded versus equipment which is not being upgraded with the Enhancement Release. Motorola will identify additional equipment and engineering (if applicable) for the System that is required as a result of the upgrade and will recommend a plan for installation of this additional equipment in addition to the core or enhancement release. Implementation of this installation plan is not included with the Software Subscription services.

Additional Provisions for Software Subscription services that begin after December 31, 2004, concerning SmartZone 4.1 and Astro 25 Trunking Systems: Motorola recommends that Customer maintains continuity in receiving Software Subscription services until Customer decides to no longer install additional Enhancement Releases. If, contrary to this recommendation, Customer discontinues Software Subscription services and later decides to reinstitute Software Subscription services, then Motorola will provide those Software Subscription services retroactively to the date such services were discontinued.

Exclusions

The Software Subscription program originated from and was designed to support Motorola's radio systems business. The Software Subscription program does not cover the software, hardware, or services provided by Radio Service Software; ISD; Plant Equipment, Inc. ("Plant") - Motorola's E911 solution subcontractor; or any Motorola business sector other than CGISS. Software not purchased through Motorola is not covered.

Software Subscription services are not intended to, and do not, cover software support for virus attacks, games or other applications that are not part of the System, or misuse of the covered Software. Motorola is not responsible for management of anti-virus or other security applications (such as Norton).

The terms and conditions of this Statement of Work (SOW) are an integral part of Motorola's Service Terms and Conditions or other applicable Agreement to which it is attached and made a part thereof by this reference.

2.0 Motorola has the following responsibilities:

- 2.1 Provide to Customer the software bulletins announcing Enhancement Releases and Core Releases.
- 2.2 Provide to Customer (in response to a Customer order) those Features included in an Enhancement Release that apply to the Motorola Software in Customer's existing System components.
- 2.3 Perform the following Software upgrade design:
 - 2.3.1 Review Infrastructure System audit data as needed.
 - 2.3.2 Identify additional System equipment needed to implement an Enhancement Release, if applicable.
 - 2.3.3 Complete a proposal defining the Enhancement Release, Equipment requirements, installation plan, and impact to System users that will fulfill the Customer's upgrade requirements.

- 2.3.4 Advise Customer of probable impact to System users during the actual field upgrade implementation.
- 2.4 Provide to Customer (in response to a Customer order) those Standard Features included in a Core Release that apply to the Motorola Software in Customer's existing System components. Optional Features issued with a Core Release are not included under these Software Subscription services but are available to Customer, under a separate agreement at a discount from current list price (20% for voice System Optional Features and 15% for data System Optional Features). Once an Optional Feature is provided to Customer, Enhancement Releases for that Optional Feature are available at no additional charge.
- 3.0 Customer has the following responsibilities:
 - 3.1 Customer must contact its Motorola representative to order an available Enhancement Release or Core Release as directed in the Customer Support Plan.
 - 3.2 Contact Motorola upon receiving a bulletin to engage the appropriate Motorola resources for an Enhancement Release.
 - 3.3 Review Software installation plans and impact to the users with appropriate Customer personnel.
 - 3.4 Cooperate with Motorola and perform all acts that are reasonable or necessary to enable Motorola to provide these services to Customer
- 4.0 Special provisions: the following provisions apply to the Software Subscription services :
 - 4.1 Customer acknowledges that if its System has a Special Product Feature, additional engineering may be required to prevent an installed Enhancement Release or Core Release from overwriting the Special Product Feature. Upon request, Motorola will determine whether a Special Product Feature can be incorporated into an Enhancement Release or Core Release and whether additional engineering effort is required.
 - 4.2 Customer is encouraged to install periodically Enhancement Releases because they may include minor performance enhancements and will keep the System current. In addition enhancement releases may contain updated versions of third party software enabling customers to obtain optimal support for these products. Customer is encouraged to migrate the Motorola Software to the most current Core Release because Enhancement Releases are available for a limited time for a given core release as defined by Motorola's life cycle roadmap.. If Customer's System is not maintained to a currently supported Software version, all Core Releases and Enhancement Releases may not be compatible with Customer's existing System.
 - 4.3 Additional hardware, software, or engineering services may be required if Customer desires to upgrade or migrate to a particular Core Release or Enhancement Release. If the size and complexity of Customer's System warrants, Motorola may provide consultation services to determine the technological, operational and financial impact of installing a particular Core Release or Enhancement Release on the System, pursuant to a separate agreement. Customer must pay for such consulting services and for any other engineering services, hardware, and software that are required to upgrade or migrate Customer's System due to each Enhancement Release or Core Release that Customer orders.
 - 4.4 Customer may use the Software (including any Enhancement Releases and Core Releases) only in accordance with the applicable Software License Agreement. Nothing in this Statement of Work or caused by Motorola rendering these Software Subscription services is intended to modify the Software License Agreement or to alter Motorola's intellectual property rights in and to its Software.
 - 4.5 Software Subscription services do not include repair or replacement of hardware or Software caused by defects that are not corrected by the Enhancement Releases and Core Releases, nor does it include repair or replacement of defects resulting from any nonstandard or improper use or conditions or from unauthorized installation of Software.
 - 4.6 Customer may terminate Software Subscription services at any time by giving written notice of termination to Motorola. Such termination will be effective at the next annual anniversary date following Motorola's receipt of the notice of termination and may be partial if that is reasonably necessary to accommodate a significant change to Customer's System configuration.
 - 4.7 These Software Subscription services and the parties' duties described in this Statement of Work will automatically terminate if Motorola no longer supports the Software version in Customer's System or discontinues the Software Subscription program; in either case, Motorola will refund to Customer any prepaid fees for Software Subscription services applicable to the terminated period.

- 4.8 Motorola may suspend or terminate these Software Subscription services, if Customer fails to pay Motorola any fees for Software Subscription services when due, Customer breaches the Software License Agreement or the Agreement, Customer's rights to use the Software under the Software License Agreement expires or is terminated, or Customer replaces its Motorola System with a system from another manufacturer.

Statement of Work

Local Radio Combo Package

1.0 Description

Local Radio Combo Package provides operational check and board level repair services for mobile, portable, two-way and mobile data. An operational check is an analysis of the Equipment to identify external or internal defects. Local Radio Combo Package also includes service on standard palm microphones and single mobile controls heads, provided that they are required for normal operation of the two-way mobile and are included at the point of manufacture. Service is only included on Equipment specifically named in the applicable Agreement to which this Statement of Work is attached.

Local Radio Combo Package excludes repairs to: optional accessories; iDEN accessories; iDEN mobile microphones; Non-standard mobile microphones, mobile external speakers; optional or additional control heads, single and multiple unit portable chargers; batteries, mobile antennas; mobile power & antenna cables and power supplies.

The following are excluded from Local Radio Combo service unless they are purchased as an option for an additional fee. The options are OnSite, Radio Survey and Analysis, Portable Remote Speaker Microphones, Portable Antenna Replacements Mobile Remote Control Heads.

The terms and conditions of this SOW are an integral part of Motorola's Service Terms and Conditions or other applicable agreement to which it is attached and made a part thereof by this reference.

2.0 Motorola has the following responsibilities:

- 2.1 Service to be performed at the Servicer facility during Standard Business Days.
- 2.2 Perform an operational check on the Equipment to determine the nature of the problem.
- 2.3 Remove/reinstall mobile or data Equipment from/to Customer's vehicle as needed for additional servicing.
- 2.4 Test and Restore the Equipment to Motorola factory specifications.
- 2.5 Remove any dust, and/or foreign substances from the Equipment.
- 2.6 Reprogram Equipment necessary to return Equipment to original operating parameters based on the template in the Equipment, if the template information can be retrieved from the Equipment, or from a backup diskette provided by Customer containing the template information. If the Customer template is not provided or not reasonably usable, a generic template utilizing the latest Radio Service Software (RSS) version for that Equipment will be used. The Equipment will require additional programming by the Customer to Restore the original template.
- 2.7 Notify Customer upon completion of repair for pickup of Equipment.

3.0 Customer has the following Responsibilities:

- 3.1 Deliver and pick up Equipment to/from the Servicer facility.
- 3.2 Inform Servicer of description of problem for Equipment brought in for service.
- 3.3 If the Equipment will not power up, or if desired, supply Servicer with a backup diskette with the Software template or programming in order to assist in returning the Equipment to original operating parameters. If applicable, record the current flashcode for each radio.
- 3.4 If Motorola must use a generic template to restore Equipment to operating condition, Customer is responsible for any programming required to Restore Equipment to desired parameters.
- 3.5 Cooperate with Motorola and perform all acts that are reasonable or necessary to enable Motorola to provide the Local Radio Combo Package service to Customer.

Statement of Work

Local Radio Combo Package OnSite Option – Pick up & Delivery

1.0 Description of Service

Equipment will be picked up from and delivered to the Customer's location, within a designated radius of the Servicer facility. Schedule pickups will be mutually agreed upon and outlined in the Customer Support Plan. This Option covers Equipment that is specifically named in the applicable Agreement to which this Statement of Work is attached.

2.0 Motorola has the following responsibilities:

- 2.1 Use reasonable efforts to pickup and deliver Equipment per the mutually agreed upon Customer location, days of week, and preferred time. If a pick up/delivery cannot occur according to the preferred schedule, Customer will be contacted prior to the scheduled pick up/delivery, to arrange a mutually agreeable alternative date and/or time for pick up/delivery.**
- 2.2 Generate service receipt and leave with Customer.**

3.0 Customer has the following responsibilities:

- 3.1 Designate mutually agreeable location for service pickup and delivery, days of week, and preferred time.**
- 3.2 Provide problem description along with unit.**

RESOLUTION NO. 141-09

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF RIVIERA BEACH, PALM BEACH COUNTY, FLORIDA, AUTHORIZING THE FINANCE DIRECTOR TO APPROPRIATE \$40,000 FROM CAPITAL ACQUISITION FUND AND \$40,000 FROM PAVING AND DRAINAGE CONSTRUCTION FUND FOR ENGINEERING SERVICES WITH LAL JOHN SAMADI; AND PROVIDING FOR AN EFFECTIVE DATE.

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

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

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

SECTION 1. That the Finance Director is authorized to appropriate fund balance in the following accounts:

Capital Acquisition Fund	310-00-399999	\$40,000
Paving & Drainage Construction Fund	301-00-399999	\$40,000

SECTION 2. The Finance Director to make payment for Lal John Samadi's services from the various funds as provided above.

SECTION 3. This resolution shall become effective upon its passage.

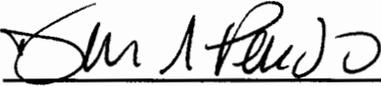
PASSED AND APPROVED this 18 day of November, 2009.

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APPROVED:



THOMAS A. MASTERS
MAYOR



DAWN S. PARDO
CHAIRPERSON

ATTEST:



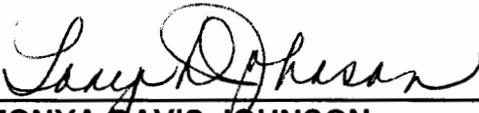
CARRIE E. WARD
MASTER MUNICIPAL CLERK
CITY CLERK



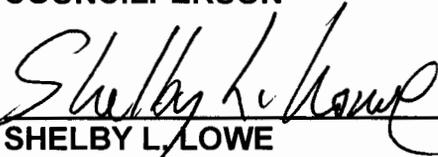
JUDY L. DAVIS
CHAIR PRO TEM



BILLIE E. BROOKS
COUNCILPERSON



TONYA DAVIS JOHNSON
COUNCILPERSON



SHELBY L. LOWE
COUNCILPERSON

MOTIONED BY: J. DAVIS

SECONDED BY: S. LOWE

B. BROOKS ABSENT

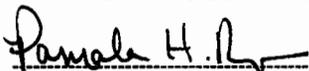
J. DAVIS AYE

T. JOHNSON AYE

D. PARDO AYE

S. LOWE AYE

REVIEWED AS TO LEGAL SUFFICIENCY



PAMALA HANNA RYAN, CITY ATTORNEY

DATE: 11/10/09

ENGINEERING SERVICES AGREEMENT

THIS AGREEMENT is made on this 6th day of February, 2008 by and between the City of Riviera Beach, a municipal corporation existing under the laws of the State of Florida, whose address is 600 West Blue Heron Boulevard, Riviera Beach, Florida 33404 hereinafter called the "City" and Lal John Samadi, a professional engineer whose address is 512 Marlin Road, North Palm Beach, Florida 33408 hereinafter called the "Engineer."

WHEREAS, the City desires to engage the services of a professional engineer to administer certain municipal roadway, sidewalk, and traffic calming improvement projects; and

WHEREAS, the City desires to engage the services of a professional engineer to review development projects submitted by developers for compliance with the City and State codes and regulations, provide technical reports, attend meetings and advise the City; and

WHEREAS, the City and the Engineer desire to enter into an agreement under the terms and conditions stated herein.

NOW, THEREFORE, in consideration of the foregoing, the following covenants and promises, the City and the Engineer agree as follows:

1. The Engineer will provide the following services to the City.
 - (a) The Engineer will provide professional services related to field observation of roadway construction, sidewalks installation and traffic calming projects, prepare daily reports, review contractor's request for information (RFI), review shop drawings, review request for payments and close the project.
 - (b) The Engineer will review development plans submitted by developers for compliance with the City's Land Development Codes, Flood Protection Ordinance, Streets and Sidewalks and National Pollution Discharge Elimination System permits and prepare necessary reports and recommendations.
 - (c) The Engineer will attend technical review meetings, represent the City at County and State regular or scheduled meetings as directed by the City.
 - (d) The Engineer will provide engineering support to other City departments as directed by the City, review bids submitted by Contractors, value engineer, if necessary, and make recommendations.
 - (e) The Engineer shall provide a minimum twenty four (24) hours of service per week.

- (f) The Engineer will report directly to the Director of Community Development, and will not make any representations regarding the above City matters without specific authority from the Director of Community Development.
2. For such services, the City agrees to pay Engineer the sum of \$110.00 per hour with a minimum of twenty-four (24) hours per week. The total and cumulative amount of this Agreement shall not exceed the amount of funds annually budgeted for these services.

Reimbursable expenses, including, but not limited to, out-of-pocket expenses for express mail, computerized research, word processing charges, long distance telephone, postage and photocopying shall be itemized separately. All requests for payment of expenses eligible for reimbursement under the terms of this Agreement shall include copies of receipts, invoices, or other documentation acceptable to the Finance Department. Such documentation shall be sufficient to establish that the expense was actually incurred and necessary in the performance of the scope of work described in this Agreement. Long distance telephone calls shall identify the person(s) called, purpose of call, time, and costs. Mileage charges shall identify the destination, number of miles, rate, and purpose of travel. Photocopying charges shall describe the documents, purpose of duplicating, and rate charged.

Any travel, per diem, mileage, meals or lodging expenses, which may be reimbursable under the terms of this Agreement, will be paid in accordance with the rates and conditions set forth in Section 112.061, Florida Statutes.

3. Invoices received from the Engineer will be reviewed and approved by the City's representative, indicating that services have been rendered in conformity with the Agreement and then will be sent to the Finance Department for payment. Invoices will normally be paid within thirty (30) days following the City representative's approval.
4. The City is hereby informed that the Engineer may not be available during the month of July 2008 due to prior commitments.
5. The City will not be responsible for documenting or paying any taxes owed as a result of the Engineer rendering personal services under this agreement.
6. The Engineer is, and shall be, in the performance of all work and services and or activities under this Agreement, an independent contractor, and not an employee, agent or servant of the City. The Engineer shall exercise control over the means and manner in which he performs the work, and in all respects, the Engineer's relationship to the City shall be that of an independent contractor and not as an employee or agent of the City.

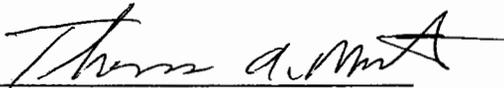
7. This agreement shall take effect on or prior to January 8, 2008. The Agreement may be terminated by either party with or without cause upon thirty (30) days prior written notice.
8. The City shall not be responsible for any property damage or personal injury sustained by the Engineer and/or the Engineer's employees from any cause whatsoever during the time in which this Agreement is in effect. Further, the Engineer shall indemnify and save harmless and defend the City, its agents, servants, and employees from and against any and all claims, liability, losses, and/or causes of action which may arise from any negligent act or omission of the Engineer, its agents, servants, or employees in the performance of services under this Agreement. Nothing contained in this provision shall be construed or interpreted as consent by the City to be sued, nor as a waiver of sovereign immunity beyond the waiver provided in Section 768.28, Florida Statutes.
9. This Agreement and any dispute, disagreement, or issue of construction or interpretation arising hereunder whether relating to its execution, its validity, the obligations provided herein, performance or breach shall be governed and interpreted according to laws of the State of Florida. Any and all legal action necessary to enforce the Agreement will be held in Palm Beach County.
10. 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.
11. If the Engineer employs two or more employees at any time during the life of this Agreement, he shall maintain adequate Worker's Compensation Insurance and Employer's Liability Insurance in at least such amounts as are required by law for all of its employees per Florida Statute Section 440.02. The Engineer shall provide certificates evidencing insurance coverage as required by this Agreement.
12. 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 City Manager.

SIGNATURES ON FOLLOWING PAGE

ENGINEER SERVICES 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

BY: 
THOMAS A. MASTERS
MAYOR

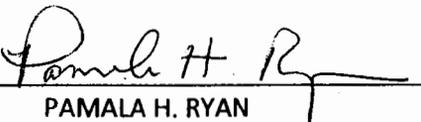
ENGINEER

BY: 
LAL "JOHN" SAMADI
PROFESSIONAL ENGINEER
LICENSE NO. #39621

ATTEST:

BY: 
CARRIE E. WARD
MASTER MUNICIPAL CLERK
CITY CLERK

APPROVED AS TO FORM AND LEGAL SUFFICIENCY

BY: 
PAMALA H. RYAN
CITY ATTORNEY

DATE: 1/28/08

APPROVED AS TO TERMS AND CONDITIONS

BY: 
MARY MCKINNEY
COMMUNITY DEVELOPMENT
DIRECTOR

DATE: _____

**The American Recovery and Reinvestment Act of 2009 (ARRA)
Surface Transportation Program (STP) Funding
Local Stimulus Projects as of April 1, 2009**

	FDOT (Vero Beach)	Road	Resurface 20th Avenue from Oslo Road to State Road 60	Conventional	FDOT	\$ 2,110,000.00
Martin	Martin County	Road	Resurface CR 609 from SR 710 to CR 714	Conventional	LAP	\$ 2,100,000.00
	Martin County	Road	Resurface Baker Road from Public property line to Savannah Road	Conventional	LAP	\$ 250,000.00
	Martin County	Road	Construct southbound right turn lane on SR 707 @ NW Wright Blvd (Stuart)	Conventional	LAP	\$ 216,849.00
Palm Beach	FDOT (Belle Glade)	Road	Reconstruct SE 3rd Street from Martin Luther King Boulevard to SE Avenue G with stormwater utilities, curb and gutter, sidewalks	Design-Build	FDOT	\$ 2,200,000.00
	FDOT (Palm Beach County, Boca Raton)	Road	Reconstruct County Road 811 (Dixie Highway) from Broward/Palm Beach County Line to 18th Street	Design-Build	FDOT	\$ 4,484,687.00
	Palm Beach County	Road	Resurface Military Trail from Clint Moore Road to Lake Worth Road with ADA ramps and guardrail upgrade	Conventional	LAP	\$ 7,000,000.00
	Palm Beach County (Boynton Beach)	Road	Roadway improvements on Seacrest and Martin Luther King Jr. Blvd. including lighting, crosswalks, sidewalk improvements, pavers and traffic circles to slow traffic through residential areas	Conventional	LAP	\$ 1,998,838.00
	Palm Beach County (Tequesta)	Bridge	Replace Tequesta Drive Bridge and approaches including utility improvements	Conventional	LAP	\$ 3,000,000.00
	Riviera Beach	Road	Resurface Blue Heron Blvd/SR A1A from US 1 to South of Burrnt Bridge. This includes sidewalks, lighting, drainage and landscaping	Conventional	LAP	\$ 3,500,000.00
	Royal Palm Beach	Road	Convert Okeechobee Blvd (40th Street) to urban section with drainage, bike lanes and bike/ped paths	Conventional	LAP	\$ 2,000,000.00
	Wellington	Road	Resurface Forest Hill Blvd. from Southern Blvd to Florida's Turnpike. This includes sidewalks, lighting, drainage, bike lane, street furniture and signage	Conventional	LAP	\$ 3,000,000.00
St. Lucie	Fort Pierce	Road	Reconstruct 13th Street from Orange Avenue to Avenue I (Phase II) and improve intersection	Conventional	LAP	\$ 1,368,986.00
	Port St. Lucie	Road	Reconstruction of existing two lanes on Westmoreland Boulevard from Bakersfield Street to Cambridge Drive	Conventional	LAP	\$ 1,754,012.00
	St. Lucie County	Bridge	Replace Juanita Avenue Bridge	Conventional	LAP	\$ 1,155,082.00
District 4 Total						\$ 80,227,921.00
5	Brevard	Road	Resurfacing, Sarno Rd From Wickham Rd To Croton Rd	Conventional	LAP	\$ 1,041,225.00
	Brevard County	Road	Resurfacing, Wickham Rd., From South of Post Rd. To North of Parkway Dr.	Conventional	LAP	\$ 931,730.00
	Brevard County	Road	Resurfacing, Sisson Rd., From SR 405 To SR 50	Conventional	LAP	\$ 896,751.00
	Brevard County	Road	Resurfacing, Cox Road From 300' North of SR 520 To SR 524	Conventional	LAP	\$ 838,313.00
	Brevard County	Road	Resurfacing, Micco Road From Dottie Lane To 1 Mile West Of Dottie Lane	Conventional	LAP	\$ 500,000.00
	Brevard County	Road	Resurfacing, Sykes Creek Parkway, From Merritt Avenue To North Banana River Dr.	Conventional	LAP	\$ 303,144.00
	Brevard County	Road	Resurfacing, Old Dixie Highway, From Draa Rd. To SR 406	Conventional	LAP	\$ 75,501.00
	Brevard County	Road	Resurfacing, North Riverside Drive, From Eau Gallie Blvd. To US 192	Conventional	LAP	\$ 50,000.00
	Brevard County	Road	Resurfacing, Sheridan Road From John Rodes Blvd. To Wickham Rd.	Conventional	LAP	\$ 50,000.00
	City of Cape Canaveral	Road	Resurfacing, Ridgewood Ave., From Grant to E. Central Blvd.	Conventional	LAP	\$ 181,563.00
	City of Cocoa	Road	Drainage Pipe, School Street, From Fiske Blvd to Pineda St.	Conventional	LAP	\$ 209,982.00
	City of Cocoa Beach	Road	Resurfacing, Ocean Beach Blvd, From Young Avenue To Flagler Lane	Conventional	LAP	\$ 262,282.00
	City of Indianalantic	Road	Resurfacing, North Riverside Drive, From North of Town Limits (Watson) To US 192	Conventional	LAP	\$ 56,321.00

RESOLUTION NO. 142-09

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF RIVIERA BEACH, PALM BEACH COUNTY, FLORIDA, AUTHORIZING THE MAYOR AND CITY CLERK TO EXECUTE A LOCAL AGENCY PROGRAM (LAP) AGREEMENT BETWEEN THE CITY OF RIVIERA BEACH AND THE FLORIDA DEPARTMENT OF TRANSPORTATION FOR IMPROVING BLUE HERON BOULEVARD/STATE ROAD A1A; AND PROVIDING FOR AN EFFECTIVE DATE.

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

WHEREAS, The FDOT has allocated funds from the American Recovery and Reinvestment Act (ARRA) for improvements on Blue Heron Boulevard/State Road A1A; and

WHEREAS, In order for the City to receive Federal Funds for this project, it must enter into a Local Agency Program (LAP) agreement with the Florida Department of Transportation.

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

SECTION 1. The Mayor and City Clerk are authorized to execute a Local Agency Program (LAP) Agreement with the Florida Department of Transportation for improving Blue Heron Boulevard/State Road A1A.

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

PASSED AND APPROVED this 18TH day of NOVEMBER, 2009.

RESOLUTION NO. 142-09
PAGE 2

APPROVED:



THOMAS A. MASTERS
MAYOR

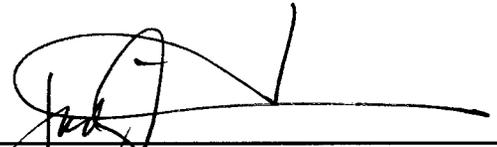


DAWN S. PARDO
CHAIRPERSON

ATTEST:



CARRIE E. WARD
MASTER MUNICIPAL CLERK
CITY CLERK



JUDY L. DAVIS
CHAIR PRO TEM

Absent

BILLIE E. BROOKS
COUNCILPERSON



TONYA DAVIS JOHNSON
COUNCILPERSON



SHELBY L. LOWE
COUNCILPERSON

MOTIONED BY: J. DAVIS

SECONDED BY: T. DAVIS-JOHNSON

B. BROOKS ABSENT

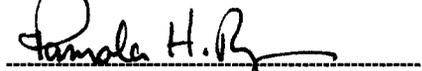
J. DAVIS AYE

T. JOHNSON AYE

D. PARDO AYE

S. LOWE AYE

REVIEWED AS TO LEGAL SUFFICIENCY


PAMALA HANNA RYAN, CITY ATTORNEY

DATE: 11/10/09

STATE OF FLORIDA DEPARTMENT OF TRANSPORTATION
LOCAL AGENCY PROGRAM AGREEMENT

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FPN: <u>420325-1-38/58-01</u>	Fund: <u>LF/DDR/HPP/SE/FSSU</u>	FLAIR Approp: _____
Federal No: <u>SFTL 173 R</u>	Org Code: <u>55043010404</u>	FLAIR Obj: _____
FPN: <u>420325-1-58-02</u>	Fund: <u>S115</u>	FLAIR Approp: _____
Federal No: <u>S104 002 R</u>	Org Code: _____	FLAIR Obj: _____
FPN: <u>420325-1-58-03</u>	Fund: <u>S117</u>	FLAIR Approp: _____
Federal No: <u>S137 003 R</u>	Org Code: _____	FLAIR Obj: _____
FPN: <u>420325-1-58-04</u>	Fund: <u>FSSU</u>	FLAIR Approp: _____
Federal No: <u>ARRA 027 B</u>	Org Code: _____	FLAIR Obj: <u>VF596000417001</u>
County No: <u>93</u>	Contract No: _____	Vendor No: _____
Data Universal Number System (DUNS) No: <u>80-939-7102</u>		
Catalog of Federal Domestic Assistance (CFDA): <u>20.205 Highway Planning and Construction</u>		

THIS AGREEMENT, made and entered into this _____ day of _____, _____ by and between the STATE OF FLORIDA DEPARTMENT OF TRANSPORTATION, an agency of the State of Florida, hereinafter called the Department, and City of Riviera Beach hereinafter called the Agency.

WITNESSETH:

WHEREAS, the Agency has the authority to enter into this Agreement and to undertake the project hereinafter described, and the Department has been granted the authority to function adequately in all areas of appropriate jurisdiction including the implementation of an integrated and balanced transportation system and is authorized under Section 339.12, Florida Statutes, to enter into this Agreement;

NOW, THEREFORE, in consideration of the mutual covenants, promises and representations herein, the parties agree as follows:

1.00 Purpose of Agreement: The purpose of this Agreement is to provide for the Department's participation in resurfacing on SR-A1A from Blue Heron Blvd./US-1 to south of Burnt Bridge and as further described in Exhibit "A" attached hereto and by this reference made a part hereof, hereinafter called the "project," and to provide Department financial assistance to the Agency and state the terms and conditions upon which such assistance will be provided and the understandings as to the manner in which the project will be undertaken and completed.

1.01 Attachments: Exhibit(s) A+B+1+L+RL+S+T+X+F+G are attached and made a part hereof.

2.01 General Requirements: The Agency shall complete the project as described in Exhibit "A" with all practical dispatch, in a sound, economical, and efficient manner, and in accordance with the provisions herein, and all applicable laws. The project will be performed in accordance with all applicable Department procedures, guidelines, manuals, standards, and directives as described in the Department's Local Agency Program Manual, which by this reference is made a part hereof as if fully set forth herein. Time is of the essence as to each and every obligation under this Agreement.

A full time employee of the Agency, qualified to ensure that the work being pursued is complete, accurate, and consistent with the terms, conditions, and specifications of this Agreement shall be in charge of each project.

Removal of Any Unbilled Funds

If Agency fails to timely perform its obligations in submitting invoices and documents necessary for the close out of the project, and said failure results in a loss of the remaining unbilled funding either by Federal withdrawal of funds or loss of State appropriation authority (which may include both federal funds and state funds, if any state funds are on the project), Agency will be responsible for the remaining unbilled funds on the project. No other funds will be provided by the Department. Agency waives the right to contest such removal of funds by the Department, if said removal is directly related to Federal (FHWA) withdrawal of funds or loss of State appropriation authority due to Local Agency's failure or nonperformance. In addition to loss of funding, the Department will consider de-certification of said Agency for future LAP projects.

Removal of All Funds

If all funds are removed from the project, including amounts previously billed to the Department and reimbursed to the Agency, and the project is off the state highway system, then the department will have to request repayment for the previously billed amounts from the Local Agency. No state funds can be used on off-system projects.

2.02 Expiration of Agreement: The Agency agrees to complete the project on or before December 31, 2011. If the Agency does not complete the project within this time period, this Agreement will expire on the last day of the scheduled completion as provided in this paragraph unless an extension of the time period is requested by the Agency and granted in writing by the Department prior to the expiration of this Agreement. Expiration of this Agreement will be considered termination of the project. The cost of any work performed after the expiration date of this Agreement will not be reimbursed by the Department.

2.03 Pursuant to Federal, State, and Local Laws: In the event that any election, referendum, approval, permit, notice or other proceeding or authorization is requisite under applicable law to enable the Agency to enter into this Agreement or to undertake the project hereunder or to observe, assume or carry out any of the provisions of the Agreement, the Agency will initiate and consummate, as provided by law, all actions necessary with respect to any such matters so requisite.

2.04 Agency Funds: The Agency shall initiate and prosecute to completion all proceedings necessary, including federal-aid requirements, to enable the Agency to provide the necessary funds for completion of the project.

2.05 Submission of Proceedings, Contracts, and Other Documents: The Agency shall submit to the Department such data, reports, records, contracts, and other documents relating to the project as the Department and the Federal Highway Administration (FHWA) may require.

3.00 Project Cost:

3.01 Total Cost: The total cost of the project is \$ 13,326,369.00. This amount is based upon the schedule of funding in Exhibit "B." The Agency agrees to bear all expenses in excess of the total cost of the project and any deficits involved. The schedule of funding may be modified by mutual agreement as provided for in paragraph 4.00.

3.02 Department Participation: The Department agrees to participate, including contingencies, in the project cost to the extent provided in Exhibit "B." This amount includes federal-aid funds which are limited to the actual amount of federal-aid participation.

3.03 Limits on Department Funds: Project costs eligible for Department participation will be allowed only from the date of this Agreement. It is understood that Department participation in eligible project costs is subject to:

- a) Legislative approval of the Department's appropriation request in the work program year that the project is scheduled to be committed;
- b) Availability of funds as stated in paragraphs 3.04 and 3.05 of this Agreement;
- c) Approval of all plans, specifications, contracts or other obligating documents and all other terms of this Agreement; and
- d) Department approval of the project scope and budget at the time appropriation authority becomes available.

3.04 Appropriation of Funds: The Department's performance and obligation to pay under this Agreement is contingent upon an annual appropriation by the Legislature. If the Department's funding for this project is in multiple fiscal years, funds approval from the Department's Comptroller must be received each fiscal year prior to costs being incurred. See Exhibit "B" for funding levels by fiscal year. Project costs utilizing these fiscal year funds are not eligible for reimbursement if incurred prior to funds approval being received. The Department will notify the Agency, in writing, when funds are available.

3.05 Multi-Year Commitment: In the event this Agreement is in excess of \$25,000 and has a term for a period of more than one year, the provisions of Section 339.135(6)(a), Florida Statutes, are hereby incorporated:

STATE OF FLORIDA DEPARTMENT OF TRANSPORTATION
LOCAL AGENCY PROGRAM AGREEMENT

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"(a) The department, during any fiscal year, shall not expend money, incur any liability, or enter into any contract which, by its terms, involves the expenditure of money in excess of the amounts budgeted as available for expenditure during such fiscal year. Any contract, verbal or written, made in violation of this subsection is null and void, and no money may be paid on such contract. The department shall require a statement from the comptroller of the Department that funds are available prior to entering into any such contract or other binding commitment of funds. Nothing herein contained shall prevent the making of contracts for periods exceeding 1 year, but any contract so made shall be executory only for the value of the services to be rendered or agreed to be paid for in succeeding fiscal years, and this paragraph shall be incorporated verbatim in all contracts of the Department which are for an amount in excess of \$25,000 and which have a term for a period of more than 1 year."

3.06 Notice-to-Proceed: No cost may be incurred under this Agreement until the Agency has received a written Notice-to-Proceed from the Department.

3.07 Limits on Federal Participation: Federal-aid funds shall not participate in any cost which is not incurred in conformity with applicable Federal and State laws, the regulations in 23 Code of Federal Regulations (C.F.R.) and 49 C.F.R., and policies and procedures prescribed by the Division Administrator of FHWA. Federal funds shall not be paid on account of any cost incurred prior to authorization by the FHWA to the Department to proceed with the project or part thereof involving such cost (23 C.F.R. 1.9 (a)). If FHWA or the Department determines that any amount claimed is not eligible, federal participation may be approved in the amount determined to be adequately supported and the Department shall notify the Agency in writing citing the reasons why items and amounts are not eligible for federal participation. Where correctable non-compliance with provisions of law or FHWA requirements exists, Federal funds may be withheld until compliance is obtained. Where non-compliance is not correctable, FHWA or the Department may deny participation in parcel or project costs in part or in total.

For any amounts determined to be ineligible for federal reimbursement for which the Department has advanced payment, the Agency shall promptly reimburse the Department for all such amounts within 90 days of written notice.

4.00 Project Estimate and Disbursement Schedule: Prior to the execution of this Agreement, a project schedule of funding shall be prepared by the Agency and approved by the Department. The Agency shall maintain said schedule of funding, carry out the project, and shall incur obligations against and make disbursements of project funds only in conformity with the latest approved schedule of funding for the project. The schedule of funding may be revised by mutual written agreement between the Department and the Agency. If revised, a copy of the revision should be forwarded to the Department's Comptroller and to the Department's Federal-aid Program Office. No increase or decrease shall be effective unless it complies with fund participation requirements of this Agreement and is approved by the Department's Comptroller.

5.00 Records:

5.01 Establishment and Maintenance of Accounting Records: Records of costs incurred under the terms of this Agreement shall be maintained and made available upon request to the Department at all times during the period of this Agreement and for 5 years after the final payment is made. Copies of these documents and records shall be furnished to the Department upon request. Records of costs incurred include the Agency's general accounting records and the project records, together with supporting documents and records of the Agency and all subcontractors performing work on the project and all other records of the Agency and subcontractors considered necessary by the Department for a proper audit of costs. If any litigation, claim or audit is started before the expiration of the 5-year period, the records shall be retained until all litigation, claims or audit findings involving the records have been resolved.

5.02 Costs Incurred for Project: The Agency shall charge to the project account all eligible costs of the project except costs agreed to be borne by the Agency or its contractors and subcontractors. Costs in excess of the programmed funding or attributable to actions which have not received the required approval of the Department shall not be considered eligible costs.

5.03 Documentation of Project Costs: All costs charged to the project, including any approved services contributed by the Agency or others, shall be supported by properly executed payrolls, time records, invoices, contracts or vouchers evidencing in proper detail the nature and propriety of the charges.

5.04 Audit Reports: Recipients of federal and state funds are to have audits done annually using the following criteria:

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The administration of resources awarded by the Department to the Agency may be subject to audits and/or monitoring by the Department, as described in this section.

Monitoring: In addition to reviews of audits conducted in accordance with OMB Circular A-133 and Section 215.97, Florida Statutes, as revised (see "Audits" below), monitoring procedures may include, but not be limited to, on-site visits by Department staff, limited scope audits as defined by OMB Circular A-133, as revised, and/or other procedures. By entering into this Agreement, the recipient agrees to comply and cooperate fully with any monitoring procedures/processes deemed appropriate by the Department. In the event the Department determines that a limited scope audit of the recipient is appropriate, the recipient agrees to comply with any additional instructions provided by the Department staff to the Agency regarding such audit. The Agency further agrees to comply and cooperate with any inspections, reviews, investigations or audits deemed necessary by the FDOT's Office of Inspector General (OIG), and the Chief Financial Officer (CFO) or Auditor General.

Audits

Part I - Federally Funded: Recipients of federal funds (i.e., state, local government or non-profit organizations as defined in OMB Circular A-133, as revised) are to have audits done annually using the following criteria:

1. In the event that the recipient expends \$500,000 or more in federal awards in its fiscal year, the recipient must have a single or program-specific audit conducted in accordance with the provisions of OMB Circular A-133, as revised. Exhibit "1" of this Agreement indicates federal resources awarded through the Department by this Agreement. In determining the federal awards expended in its fiscal year, the recipient shall consider all sources of federal awards, including federal resources received from the Department. The determination of amounts of federal awards expended should be in accordance with the guidelines established by OMB Circular A-133, as revised. An audit of the recipient conducted by the Auditor General in accordance with the provisions OMB Circular A-133, as revised, will meet the requirements of this part.
2. In connection with the audit requirements addressed in Part I, paragraph 1 the recipient shall fulfill the requirements relative to auditee responsibilities as provided in Subpart C of OMB Circular A-133, as revised.
3. If the recipient expends less than \$500,000 in federal awards in its fiscal year, an audit conducted in accordance with the provisions of OMB Circular A-133, as revised, is not required. However, if the recipient elects to have an audit conducted in accordance with the provisions of OMB Circular A-133, as revised, the cost of the audit must be paid from non-federal resources (i.e., the cost of such an audit must be paid from recipient resources obtained from other than federal entities).
4. Federal awards are to be identified using the Catalog of Federal Domestic Assistance (CFDA) title and number, award number and year, and name of the awarding federal agency.

Part II - State Funded: Recipients of state funds (i.e., a non-state entity as defined by Section 215.97(2) (l), Florida Statutes) are to have audits done annually using the following criteria:

1. In the event that the recipient expends a total amount of state financial assistance equal to or in excess of \$500,000 in any fiscal year of such recipient, the recipient must have a state single or project-specific audit for such fiscal year in accordance with Section 215.97, Florida Statutes, applicable rules of the Executive Office of the Governor and the CFO, and Chapters 10.550 (local governmental entities) or 10.650 (nonprofit and for-profit organizations), Rules of the Auditor General. Exhibit "1" to this Agreement indicates state financial assistance awarded through the Department by this Agreement. In determining the state financial assistance expended in its fiscal year, the recipient shall consider all sources of state financial assistance, including state financial assistance received from the Department, other state agencies, and other non-state entities. State financial assistance does not include federal direct or pass-through awards and resources received by a non-state entity for federal program matching requirements.
2. In connection with the audit requirements addressed in Part II, paragraph 1, the recipient shall ensure that the audit complies with the requirements of Section 215.97(7), Florida Statutes. This includes submission of a financial reporting package as defined by Section 215.97(2) (d), Florida Statutes, and Chapters 10.550 (local governmental entities) or 10.650 (nonprofit and for-profit organizations), Rules of the Auditor General.

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3. If the recipient expends less than \$500,000 in state financial assistance in its fiscal year, an audit conducted in accordance with the provisions of Section 215.97, Florida Statutes, is not required. However, if the recipient elects to have audit conducted in accordance with the provisions of Section 215.97, Florida Statutes, the cost of the audit must be paid from the non-state entity's resources (i.e., the cost of such an audit must be paid from the recipient's resources obtained from other than State entities).
4. State awards are to be identified using the Catalog of State Financial Assistance (CSFA) title and number, award number and year, and name of the state agency awarding it.

Part III - Other Audit Requirements: The recipient shall follow up and take corrective action on audit findings. Preparation of a Summary Schedule of Prior Year Audit Findings, including corrective action and current status of the audit findings is required. Current year audit findings require corrective action and status of findings.

Records related to unresolved audit findings, appeals or litigation shall be retained until the action is completed or the dispute is resolved. Access to project records and audit work papers shall be given to the Department, the Department of Financial Services, and the Auditor General. This section does not limit the authority of the Department to conduct or arrange for the conduct of additional audits or evaluations of state financial assistance or limit the authority of any other state official.

Part IV - Report Submission:

1. Copies of financial reporting packages for audits conducted in accordance with OMB Circular A-133, as revised, and required by Part I of this Agreement shall be submitted, when required by Section .320 (d), OMB Circular A-133, as revised, by or on behalf of the recipient directly to each of the following:
 - a) The Department at each of the following address(es):

Karen Maxon, Work Program Coordinator, Work Program Office, 3400 West Commercial Blvd., Ft. Lauderdale 33309-3421
 - b) The Federal Audit Clearinghouse designated in OMB Circular A-133, as revised (the number of copies required by Sections .320 (d)(1) and (2), OMB Circular A-133, as revised), at the following address:

Federal Audit Clearinghouse
Bureau of the Census
1201 East 10th Street
Jeffersonville, IN 47132
 - c) Other federal agencies and pass-through entities in accordance with Sections .320 (e) and (f), OMB Circular A-133, as revised.
2. In the event that a copy of the financial reporting package required by Part I of this Agreement and conducted in accordance with OMB Circular A-133, as revised, is not required to be submitted to the Department for reasons pursuant to Section .320 (e)(2), OMB Circular A-133, as revised, the recipient shall submit the required written notification pursuant to Section .320 (e)(2) and a copy of the recipient's audited Schedule of Expenditures of Federal Awards directly to each of the following:

Karen Maxon, Work Program Coordinator, Work Program Office, 3400 West Commercial Blvd., Ft. Lauderdale 33309-3421

In addition, pursuant to Section .320 (f), OMB Circular A-133, as revised, the recipient shall submit a copy of the financial reporting package described in Section .320 (c), OMB Circular A-133, as revised, and any Management Letters issued by the auditor, to the Department at each of the following addresses:

Karen Maxon, Work Program Coordinator, Work Program Office, 3400 West Commercial Blvd., Ft. Lauderdale 33309-3421

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3. Copies of the financial reporting package required by Part II of this Agreement shall be submitted by or on behalf of the recipient directly to each of the following:
 - a) The Department at each of the following address(es):

Karen Maxon, Work Program Coordinator, Work Program Office, 3400 West Commercial Blvd., Ft. Lauderdale 33309-3421
 - b) The Auditor General's Office at the following address:

Auditor General's Office
Room 401, Pepper Building
111 West Madison Street
Tallahassee, Florida 32399-1450
4. Copies of reports or the Management Letter required by Part III of this Agreement shall be submitted by or on behalf of the recipient directly to:
 - a) The Department at each of the following address(es):

Karen Maxon, Work Program Coordinator, Work Program Office, 3400 West Commercial Blvd., Ft. Lauderdale 33309-3421
5. Any reports, Management Letters, or other information required to be submitted to the Department pursuant to this Agreement shall be submitted in a timely manner in accordance with OMB Circular A-133, as revised, Florida Statutes, and Chapters 10.550 (local governmental entities) or 10.650 (nonprofit and for-profit organizations), Rules of the Auditor General, as applicable.
6. Recipients, when submitting financial reporting packages to the Department for audits done in accordance with OMB Circular A-133, as revised, or Chapters 10.550 (local governmental entities) or 10.650 (nonprofit and for-profit organizations), Rules of the Auditor General, should indicate the date that the financial reporting package was delivered to the recipient in correspondence accompanying the financial reporting package.

Part V - Record Retention: The recipient shall retain sufficient records demonstrating its compliance with the terms of this Agreement for a period of at least 5 years from the date the audit report is issued and shall allow the Department or its designee, the state CFO or Auditor General access to such records upon request. The recipient shall ensure that the independent audit documentation is made available to the Department, or its designee, the state CFO or Auditor General upon request for a period of at least 5 years from the date the audit report is issued, unless extended in writing by the Department.

5.05 Inspection: The Agency shall permit, and shall require its contractors to permit, the Department's authorized representatives and authorized agents of FHWA to inspect all work, workmanship, materials, payrolls, and records and to audit the books, records, and accounts pertaining to the financing and development of the project.

The Department reserves the right to unilaterally cancel this Agreement for refusal by the Agency or any contractor, subcontractor or materials vendor to allow public access to all documents, papers, letters or other material subject to the provisions of Chapter 119, Florida Statutes, and made or received in conjunction with this Agreement (Section 287.058(1)(c), Florida Statutes).

5.06 Uniform Relocation Assistance and Real Property Statistical Report: For any project requiring additional right-of-way, the Agency must submit to the Department an annual report of its real property acquisition and relocation assistance activities on the project. Activities shall be reported on a federal fiscal year basis, from October 1 through September 30. The report must be prepared using the format prescribed in 49 C.F.R. Part 24, Appendix B, and be submitted to the Department no later than October 15 of each year.

6.00 Requisitions and Payments: Requests for reimbursement for fees or other compensation for services or expenses incurred shall be submitted in detail sufficient for a proper pre-audit and post-audit thereof (Section 287.058(1)(a), Florida Statutes).

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All recipients of funds from this Agreement, including those contracted by the Agency, must submit bills for any travel expenses, when authorized by the terms of this Agreement, in accordance with Section 112.061, Florida Statutes, and Chapter 3-"Travel" of the Department's Disbursement Operations Manual, Topic 350-030-400 (Section 287.058(1)(b), Florida Statutes).

If, after project completion, any claim is made by the Department resulting from an audit or for work or services performed pursuant to this Agreement, the Department may offset such amount from payments due for work or services done under any agreement which it has with the Agency owing such amount if, upon demand, payment of the amount is not made within 60 days to the Department. Offsetting any amount pursuant to this paragraph shall not be considered a breach of contract by the Department.

7.00 Department Obligations: Subject to other provisions hereof, the Department will honor requests for reimbursement to the Agency in amounts and at times deemed by the Department to be proper to ensure the carrying out of the project and payment of the eligible costs. However, notwithstanding any other provision of this Agreement, the Department may elect by notice in writing not to make a payment if:

7.01 Misrepresentation: The Agency shall have made misrepresentation of a material nature in its application, or any supplement thereto or amendment thereof or in or with respect to any document of data furnished therewith or pursuant hereto;

7.02 Litigation: There is then pending litigation with respect to the performance by the Agency of any of its duties or obligations which may jeopardize or adversely affect the project, the Agreement or payments to the project;

7.03 Approval by Department: The Agency shall have taken any action pertaining to the project which, under this Agreement, requires the approval of the Department or has made related expenditure or incurred related obligations without having been advised by the Department that same are approved;

7.04 Conflict of Interests: There has been any violation of the conflict of interest provisions contained here in paragraph 12.06 or 12.07.

7.05 Default: The Agency has been determined by the Department to be in default under any of the provisions of the Agreement.

7.06 Federal Participation: The Department may suspend or terminate payment for that portion of the project which the FHWA, or the Department acting in lieu of FHWA, may designate as ineligible for federal-aid.

7.07 Disallowed Costs: In determining the amount of the payment, the Department will exclude all projects costs incurred by the Agency prior to the effective date of this Agreement or the date of authorization, costs incurred after the expiration of the Agreement, costs which are not provided for in the latest approved schedule of funding in Exhibit "B" for the project, costs agreed to be borne by the Agency or its contractors and subcontractors for not meeting the project commencement and final invoice time lines, and costs attributable to goods or services received under a contract or other arrangements which have not been approved in writing by the Department.

7.08 Final Invoices: The Agency must submit the final invoice on the project to the Department within 120 days after the completion of the project. Invoices submitted after the 120-day time period may not be paid.

8.00 Termination or Suspension of Project:

8.01 Termination or Suspension Generally: The Department may, by written notice to the Agency, suspend any or all of its obligations under this Agreement until such time as the event or condition resulting in such suspension has ceased or been corrected or the Department may terminate this Agreement in whole or in part at any time the interest of the Department requires such termination.

(a) If the Department determines that the performance of the Agency is not satisfactory, the Department shall notify the Agency of the deficiency in writing with a requirement that the deficiency be corrected within thirty (30) days of such notice. Such notice shall provide reasonable specificity to the Agency of the deficiency that requires correction. If the deficiency is not corrected within such time period, the Department may either (1) immediately terminate the Agreement

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as set forth in paragraph 8.(b) below, or (2) take whatever action is deemed appropriate by the Department to correct the deficiency. In the event the Department chooses to take action and not terminate the Agreement, the Agency shall, upon demand, promptly reimburse the Department for any and all costs and expenses incurred by the Department in correcting the deficiency.

(b) If the Department terminates the Agreement, the Department shall notify the Agency of such termination in writing, with instructions to the effective date of termination or specify the stage of work at which the Agreement is to be terminated.

(c) If the Agreement is terminated before the project is completed, the Agency shall be paid only for the percentage of the project satisfactorily performed for which costs can be substantiated. Such payment, however, shall not exceed the equivalent percentage of the contract price. All work in progress will become the property of the Department and will be turned over promptly by the Agency.

8.02 Action Subsequent to Notice-of-Termination or Suspension: Upon receipt of any final termination or suspension notice under this paragraph, the Agency shall proceed promptly to carry out the actions required therein which may include any or all of the following: (a) necessary action to terminate or suspend, as the case may be, project activities and contracts and such other action as may be required or desirable to keep to a minimum the costs upon the basis of which the financing is to be computed; (b) furnish a statement of the project activities and contracts and other undertakings the cost of which are otherwise includable as project costs. The termination or suspension shall be carried out in conformity with the latest schedule, plan, and cost as approved by the Department or upon the basis of terms and conditions imposed by the Department upon the failure of the Agency to furnish the schedule, plan, and estimate within a reasonable time. The closing out of federal financial participation in the project shall not constitute a waiver of any claim which the Department may otherwise have arising out of this Agreement.

9.00 Contracts of Agency:

9.01 Third Party Agreements: Except as otherwise authorized in writing by the Department, the Agency shall not execute any contract or obligate itself in any manner requiring the disbursement of Department funds, including consultant or construction contracts or amendments thereto, with any third party with respect to the project without the written approval of the Department. Failure to obtain such approval shall be sufficient cause for nonpayment by the Department. The Department specifically reserves unto itself the right to review the qualifications of any consultant or contractor and to approve or disapprove the employment of the same.

9.02 Compliance with Consultants' Competitive Negotiation Act: It is understood and agreed by the parties hereto that participation by the Department in a project with the Agency, where said project involves a consultant contract for engineering, architecture or surveying services, is contingent on the Agency's complying in full with provisions of Section 287.055, Florida Statutes, Consultants' Competitive Negotiation Act. At the discretion of the Department, the Agency will involve the Department in the consultant selection process for all projects. In all cases, the Agency's attorney shall certify to the Department that selection has been accomplished in compliance with the Consultants' Competitive Negotiation Act.

10.00 Disadvantaged Business Enterprise (DBE) Policy and Obligation: It is the policy of the Department that DBE's, as defined in 49 C.F.R. Part 26, as amended, shall have the opportunity to participate in the performance of contracts financed in whole or in part with Department funds under this Agreement. The DBE requirements of applicable federal and state laws and regulations apply to this Agreement.

The Agency and its contractors agree to ensure that DBE's have the opportunity to participate in the performance of this Agreement. In this regard, all recipients and contractors shall take all necessary and reasonable steps in accordance with applicable federal and state laws and regulations to ensure that the DBE's have the opportunity to compete for and perform contracts. The Agency and its contractors and subcontractors shall not discriminate on the basis of race, color, national origin or sex in the award and performance of contracts, entered pursuant to this Agreement. Furthermore, the Agency agrees that:

(a) Each financial assistance agreement signed with a US-DOT operating administration (or a primary recipient) must include the following assurance:

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"The recipient shall not discriminate on the basis of race, color, national origin, or sex in the award and performance of any DOT-assisted contract or in the administration of its DBE program or the requirements of 49 C.F.R. Part 26. The recipient shall take all necessary and reasonable steps under 49 C.F.R. Part 26 to ensure nondiscrimination in the award and administration of DOT-assisted contracts. The recipient's DBE program, as required by 49 C.F.R. Part 26 and as approved by Department, is incorporated by reference in this Agreement. Implementation of this program is a legal obligation and failure to carry out its terms shall be treated as a violation of this Agreement. Upon notification to the recipient of its failure to carry out its approved program, the Department may impose sanctions as provided for under 49 C.F.R. Part 26 and may, in appropriate cases, refer the matter for enforcement under 18 U.S.C. 1001 and/or the Program Fraud Civil Remedies Act of 1986 (31 U.S.C. 3801 et seq.)."

(b) Each contract signed with a contractor (and each subcontract the prime contractor signs with a subcontractor) must include the following assurance:

"The contractor, subrecipient or subcontractor shall not discriminate on the basis of race, color, national origin, or sex in the performance of this contract. The contractor shall carry out applicable requirements of 49 C.F.R. Part 26 in the award and administration of DOT-assisted contracts. Failure by the contractor to carry out these requirements is a material breach of this contract, which may result in the termination of this contract or such other remedy as the recipient deems appropriate."

11.00 Compliance with Conditions and Laws: The Agency shall comply and require its contractors and subcontractors to comply with all terms and conditions of this Agreement and all federal, state, and local laws and regulations applicable to this project. Execution of this Agreement constitutes a certification that the Agency is in compliance with, and will require its contractors and subcontractors to comply with, all requirements imposed by applicable federal, state, and local laws and regulations, including the "Certification Regarding Debarment, Suspension, Ineligibility and Voluntary Exclusion – Lower Tier Covered Transactions," in 49 C.F.R. Part 29, when applicable.

12.00 Restrictions, Prohibitions, Controls, and Labor Provisions:

12.01 Equal Employment Opportunity: In connection with the carrying out of any project, the Agency shall not discriminate against any employee or applicant for employment because of race, age, religion, color, sex, national origin, disability or marital status. The Agency will take affirmative action to ensure that applicants are employed and that employees are treated during employment without regard to their race, age, religion, color, gender, national origin, disability or marital status. Such action shall include, but not be limited to, the following: employment upgrading, demotion or transfer; recruitment or recruitment advertising; layoff or termination; rates of pay or other forms of compensation; and selection for training, including apprenticeship. The Agency shall insert the foregoing provision modified only to show the particular contractual relationship in all its contracts in connection with the development of operation of the project, except contracts for the standard commercial supplies or raw materials, and shall require all such contractors to insert a similar provision in all subcontracts, except subcontracts for standard commercial supplies or raw materials. When the project involves installation, construction, demolition, removal, site improvement or similar work, the Agency shall post, in conspicuous places available to employees and applicants for employment for project work, notices to be provided by the Department setting forth the provisions of the nondiscrimination clause.

12.02 Title VI - Civil Rights Act of 1964: The Agency will comply with all the requirements imposed by Title VI of the Civil Rights Act of 1964, the regulations of the U.S. Department of Transportation issued thereunder, and the assurance by the Agency pursuant thereto.

The Agency shall include provisions in all contracts with third parties that ensure compliance with Title VI of the Civil Rights Act of 1964, 49 C.F.R. Part 21, and related statutes and regulations.

12.03 Americans with Disabilities Act of 1990 (ADA): The Agency will comply with all the requirements as imposed by the ADA, the regulations of the Federal government issued thereunder, and assurance by the Agency pursuant thereto.

12.04 Public Entity Crime: A person or affiliate who has been placed on the convicted vendor list following a conviction for a public entity crime may not submit a bid on a contract to provide any goods or services to a public entity; may not submit a bid on a contract with a public entity for the construction or repair of a public building or public work; may not submit bids on leases of real property to a public entity; may not be awarded or perform work as a contractor, supplier,

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subcontractor or consultant under a contract with any public entity; and may not transact business with any public entity in excess of the threshold amount provided in Section 287.017, Florida Statutes, for CATEGORY TWO for a period of 36 months from the date of being placed on the convicted vendor list.

12.05 Discrimination: In accordance with Section 287.134, Florida Statutes, an entity or affiliate who has been placed on the Discriminatory Vendor List, kept by the Florida Department of Management Services, may not submit a bid on a contract to provide goods or services to a public entity; may not submit a bid on a contract with a public entity for the construction or repair of a public building or public work; may not submit bids on leases of real property to a public entity; may not be awarded or perform work as a contractor, supplier, subcontractor or consultant under a contract with any public entity; and may not transact business with any public entity.

12.06 Suspension, Revocation, Denial of Qualification or Determination of Contractor Non-Responsibility: An entity or affiliate who has had its Certificate of Qualification suspended, revoked, denied or have further been determined by the Department to be a non-responsible contractor may not submit a bid or perform work for the construction or repair of a public building or public work on a contract with the Agency.

12.07 Prohibited Interests: Neither the Agency nor any of its contractors or their subcontractors shall enter into any contract, subcontract or arrangement in connection with the project or any property included or planned to be included in the project in which any member, officer or employee of the Agency or the locality during tenure or for 2 years thereafter has any interest, direct or indirect. If any such present or former member, officer or employee involuntarily acquires or had acquired prior to the beginning of tenure any such interest, and if such interest is immediately disclosed to the Agency, the Agency, with prior approval of the Department, may waive the prohibition contained in this paragraph provided that any such present member, officer or employee shall not participate in any action by the Agency or the locality relating to such contract, subcontract or arrangement.

The Agency shall insert in all contracts entered into in connection with the project or any property included or planned to be included in any project, and shall require its contractors to insert in each of their subcontracts, the following provision:

"No member, officer or employee of the Agency or of the locality during his tenure or for 2 years thereafter shall have any interest, direct or indirect, in this contract or the proceeds thereof."

The provisions of this paragraph shall not be applicable to any agreement between the Agency and its fiscal depositories or to any agreement for utility services the rates for which are fixed or controlled by a governmental agency.

12.08 Interest of Members of, or Delegates to, Congress: No member or delegate to the Congress of the United States shall be admitted to any share or part of this Agreement or any benefit arising therefrom.

13.00 Miscellaneous Provisions:

13.01 Environmental Regulations: The Agency will be solely responsible for compliance with all the applicable environmental regulations, for any liability arising from non-compliance with these regulations, and will reimburse the Department for any loss incurred in connection therewith. The Agency will be responsible for securing any applicable permits.

13.02 Department Not Obligated to Third Parties: The Department shall not be obligated or liable hereunder to any individual or entity not a party to this Agreement.

13.03 When Rights and Remedies Not Waived: In no event shall the making by the Department of any payment to the Agency constitute or be construed as a waiver by the Department of any breach of covenant or any default which may then exist on the part of the Agency and the making of such payment by the Department, while any such breach or default shall exist, shall in no way impair or prejudice any right or remedy available to the Department with respect to such breach or default.

13.04 How Agreement Is Affected by Provisions Being Held Invalid: If any provision of this Agreement is held invalid, the remainder of this Agreement shall not be affected. In such an instance, the remainder would then continue to conform to the terms and requirements of applicable law.

13.05 Bonus or Commission: By execution of the Agreement, the Agency represents that it has not paid and, also

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agrees not to pay, any bonus or commission for the purpose of obtaining an approval of its application for the financing hereunder.

13.06 State Law: Nothing in the Agreement shall require the Agency to observe or enforce compliance with any provision or perform any act or do any other thing in contravention of any applicable state law. If any of the provisions of the Agreement violate any applicable state law, the Agency will at once notify the Department in writing in order that appropriate changes and modifications may be made by the Department and the Agency to the end that the Agency may proceed as soon as possible with the project.

13.07 Plans and Specifications: In the event that this Agreement involves constructing and equipping of facilities on the State Highway System, the Agency shall submit to the Department for approval all appropriate plans and specifications covering the project. The Department will review all plans and specifications and will issue to the Agency a written approval with any approved portions of the project and comments or recommendations covering any remainder of the project deemed appropriate. After resolution of these comments and recommendations to the Department's satisfaction, the Department will issue to the Agency a written approval with said remainder of the project. Failure to obtain this written approval shall be sufficient cause of nonpayment by the Department. The Agency will physically include Form FHWA-1273 in all its contracts and subcontracts.

13.08 Right-of-Way Certification: Upon completion of right-of-way activities on the project, the Agency must certify compliance with all applicable federal and state requirements. Certification is required prior to advertisement for or solicitation of bids for construction of the project, including those projects for which no right-of-way is required.

13.09 Agency Certification: The Agency will certify in writing, prior to project closeout that the project was completed in accordance with applicable plans and specifications, is in place on the Agency's facility, adequate title is in the Agency's name, and the project is accepted by the Agency as suitable for the intended purpose.

13.10 Agreement Format: All words used herein in the singular form shall extend to and include the plural. All words used in the plural form shall extend to and include the singular. All words used in any gender shall extend to and include all genders.

13.11 Execution of Agreement: This Agreement may be simultaneously executed in a minimum of two counterparts, each of which so executed shall be deemed to be an original, and such counterparts together shall constitute one in the same instrument.

13.12 Restrictions on Lobbying:

Federal: The Agency agrees that no federally-appropriated funds have been paid, or will be paid by or on behalf of the Agency, to any person for influencing or attempting to influence any officer or employee of any federal agency, a Member of Congress, an officer or employee of Congress or an employee of a Member of Congress in connection with the awarding of any federal contract, the making of any federal grant, the making of any federal loan, the entering into of any cooperative agreement, and the extension, continuation, renewal, amendment or modification of any federal contract, grant, loan or cooperative agreement.

If any funds other than federally-appropriated funds have been paid by the Agency to any person for influencing or attempting to influence an officer or employee of any federal agency, a Member of Congress, an officer or employee of Congress or an employee of a Member of Congress in connection with this Agreement, the undersigned shall complete and submit Standard Form-LLL, "Disclosure Form to Report Lobbying," in accordance with its instructions.

The Agency shall require that the language of this paragraph be included in the award documents for all subawards at all tiers (including subcontracts, subgrants, and contracts under grants, loans, and cooperative agreements) and that all subrecipients shall certify and disclose accordingly.

State: No funds received pursuant to this contract may be expended for lobbying the Legislature, the judicial branch or a state agency.

13.13 Maintenance: The Agency agrees to maintain any project not on the State Highway System constructed under this Agreement. If the Agency constructs any improvement on Department right-of-way, the Agency will will not maintain the improvements made for their useful life.

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13.14 Vendors Rights: Vendors (in this document identified as the Agency) providing goods and services to the Department should be aware of the following time frames. Upon receipt, the Department has 5 working days to inspect and approve the goods and services unless the bid specifications, purchase order or contract specifies otherwise. The Department has 20 days to deliver a request for payment (voucher) to the Department of Financial Services. The 20 days are measured from the latter of the date the invoice is received or the goods or services are received, inspected, and approved.

If a payment is not available within 40 days after receipt of the invoice and the receipt, inspection, and approval of goods and services, a separate interest penalty in accordance with Section 215.422(3)(b), Florida Statutes, will be due and payable in addition to the invoice amount to the Agency. Interest penalties of less than one \$1 will not be enforced unless the Agency requests payment. Invoices which have to be returned to the Agency because of Agency preparation errors will result in a delay in the payment. The invoice payment requirements do not start until a properly completed invoice is provided to the Department.

A Vendor Ombudsman has been established within the Department of Financial Services. The duties of this individual include acting as an advocate for Agencies who may be experiencing problems in obtaining timely payment(s) from the Department. The Vendor Ombudsman may be contacted at 850-413-5516 or by calling the State Comptroller's Hotline, 877-693-5236.

13.15 Reimbursement of Federal Funds:

The Agency shall comply with all applicable federal guidelines, procedures, and regulations. If at any time a review conducted by FHWA reveals that the applicable federal guidelines, procedures, and regulations were not followed by the Agency and FHWA requires reimbursement of the funds, the Agency will be responsible for repayment to the Department of all funds awarded under the terms of this Agreement. Federal Economic Stimulus awards do not exempt the Agency from adherence to federal guidelines, procedures, and regulations.

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IN WITNESS WHEREOF, the parties have caused these presents to be executed the day and year first above written.

AGENCY City of Riviera Beach

STATE OF FLORIDA DEPARTMENT OF TRANSPORTATION

BY:

Thomas Math
Name: Mayor
Title:

BY:

Name: Gerry O'Reilly
Title: Director of Transportation Development

Attest:

C. E. Ward
Title: CARRIE E. WARD
City Clerk

Attest:

Title:

REVIEWED AS TO LEGAL SUFFICIENCY

LEGAL REVIEW

Attorney

Office of the General Counsel

See attached Encumbrance Form for date of funding approval by Comptroller.

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FPN No: 420325-1-38/58-01/02/03/04

EXHIBIT "A"
PROJECT DESCRIPTION AND RESPONSIBILITIES

This exhibit forms an integral part of the Agreement between the state of Florida, Department of Transportation and

City of Riviera Beach

Dated:

PROJECT LOCATION: SR-A1A

The project is is not on the National Highway System

The project is is not on the State Highway System

PROJECT DESCRIPTION:

Resurfacing from Blue Heron Blvd. / US-1 to south of Burnt Bridge.

SPECIAL CONSIDERATION BY THE AGENCY:

The audit report(s) required in the Agreement shall include a Schedule of Project Assistance that will reflect the Department's contract number, the Financial Project Number (FPN), the Federal Authorization Number (FAN), where applicable, the amount of State funding action (receipt and disbursement of funds), any Federal or local funding action, and the funding action from any other source with respect to the project.

The Agency is required to provide a copy of the design plans for the Department's review and approval to coordinate permitting with the Department, and notify the Department prior to commencement of any right-of-way activities.

The Agency shall commence the projects activities subsequent to the execution of this Agreement and shall perform in accordance with the following schedule:

- a) N/A Study to be completed by N/A. (Phase 18 and 28 LAP Agreements)
- b) Design to be completed on or before N/A. (Phase 38 LAP Agreements)
- c) Right-of-Way requirements identified and provided to the Department by N/A. (All LAPS requiring R/W) (District will handle all Right-of-Way activities on LAPS, the date would be set by the necessary timeframe to complete R/W activities)
- d) Right-of-Way to be Certified prior to advertising for Construction. (All Phase 58 LAPS).
- e) Construction contract to be let on or before 3/30/2010. (For Phase 58 LAPS) (This date would be prior to the end of the Fiscal Year that the Phase 58 is programmed in FM)
- f) Construction to be completed on or before 6/30/2012. (Phase 58 LAP Agreements)

If this schedule cannot be met, the Agency will notify the Department in writing with a revised schedule or the project is subject to the withdrawal of federal funding.

State and federal funds are for **Construction Only** in the year 2009 / 2010 in the amount of \$ 13,206,469.00. Upon execution of this agreement by all parties the Department will provide to the Agency **ONE EXECUTED AGREEMENT** and a **NOTICE TO PROCEED**. The Agency should not start any construction prior to the **EXECUTED AGREEMENT** and a **NOTICE TO PROCEED**. The Agency will only be reimbursed for costs incurred after the executed agreement date and prior to the expiration date of the agreement or time extension (if required by a request for a time extension from the Agency)

Upon completion of the project the Agency is required to notify the Department of the date of completion and final invoicing. The Department may require an on site inspection with the Agency.

SPECIAL CONSIDERATIONS BY DEPARTMENT:

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EXHIBIT "B"

SCHEDULE OF FUNDING

AGENCY NAME & BILLING ADDRESS City of Riviera Beach 600 West Blue Heron Blvd. Riviera Beach, Florida 33404	FPN: 420325-1-38/58-01/02/03/04
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PROJECT DESCRIPTION

Name: SR-A1A Length: 3.365 miles

Termini: From Blue Heron Blvd. / US-1 to south of Burnt Bridge

TYPE OF WORK By Fiscal Year	FUNDING		
	(1) TOTAL PROJECT FUNDS	(2) AGENCY FUNDS	(3) STATE & FEDERAL FUNDS
Planning 2006-2007 2007-2008 2008-2009 Total Planning Cost			
Project Development & Environment (PD&E) 2006-2007 2007-2008 2008-2009 Total PD&E Cost			
Design 2006-2007 2007-2008 LF 2008-2009 Total Design Cost	\$119,900.00 \$119,900.00	\$119,900.00 \$119,900.00	
Right-of-Way 2006-2007 2007-2008 2008-2009 Total Right-of-Way Cost			
Construction 2009-2010 FSSU 2009-2010 FSSU 2009-2010 HPP 2009-2010 S115 2009-2010 S117 2009-2010 SE 2009-2010 DDR 2009-2010 HPP Total Construction Cost	\$379,200.00 \$3,500,000.00 \$1,793,123.00 \$500,000.00 \$491,964.00 \$500,000.00 \$6,035,505.00 \$6,677.00 \$13,206,469.00		\$379,200.00 \$3,500,000.00 \$1,793,123.00 \$500,000.00 \$491,964.00 \$500,000.00 \$6,035,505.00 \$6,677.00 \$13,206,469.00
Construction Engineering and Inspection (CEI) 2006-2007 2007-2008 2008-2009 Total CEI Cost			
Total Construction and CEI Costs	\$13,206,469.00		\$13,206,469.00
TOTAL COST OF THE PROJECT	\$13,326,369.00	\$119,900.00	\$13,206,469.00

The Department's fiscal year begins on July 1. For this project, funds are not projected to be available until after the 1st of July of each fiscal year. The Department will notify the Agency, in writing, when funds are available.

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EXHIBIT "1"

SINGLE AUDIT ACT

Federal Resources Awarded to the Recipient Pursuant to This Agreement Consist of the Following:

Federal Agency: Federal Highway Administration

CFDA #: 20.205 Highway Planning and Construction

Amount: \$ 13,326,369.00

ARRA Amount: \$ 3,879,200.00

Compliance Requirement:

Allowable Activities: To be eligible, most projects must be located on public roads that are not functionally classified as local. The major exceptions are the Highway Bridge Replacement and Rehabilitation Program, which provides assistance for bridges on and off the federal-aid highways, highway safety activities, bicycle and pedestrian projects, transportation enhancement activities, the recreational trails program, and planning, research, development, and technology transfer. Proposed projects meeting these and other planning, design, environmental, safety, etc., requirements can be approved on the basis of state and local priorities within the limit of the funds apportioned or allocated to each state.

Allowable Costs: Eligible activities and allowable costs will be determined in accordance with Title 23 and Title 49 C.F.R. and the OMB cost principles applicable to the recipient/sub-recipient.

Eligibility: By law, the federal-aid highway program is a federally assisted state program that requires each state to have a suitably equipped and organized transportation department. Therefore, most projects are administered by or through State Departments of Transportation (State DOTs). Projects to be funded under the federal-aid highway program are generally selected by state DOTs or Metropolitan Planning Organizations (MPOs), in cooperation with appropriate local officials, as specified in 23 U.S.C. and implementing regulations. Territorial highway projects are funded in the same manner as other federal-aid highway projects, with the territorial transportation agency functioning in a manner similar to a state DOT. Most Federal Land Highway Program (FLHP) projects are administered by the Federal Highway Administration (FHWA) Office of Federal Lands Highway and its Divisions or by the various Florida Land Management Agencies (FLMAs). Under the FLHP, projects in the Indian Reservation Road (IRR) Program are selected by Tribal Governments and are approved by the Bureau of Indian Affairs (BIA) and the FHWA. Due to recent legislation, Tribal Governments meeting certain requirements may now administer various IRR projects on behalf of the BIA and FHWA. The Fish and Wildlife Service (FWS) and the National Park Service (NPS) select projects in the Refuge Road and Park Roads and Parkways Programs, respectively. For the Forest Highway Program, the Forest Service, the States and the FHWA jointly select projects.

Compliance Requirements Applicable to the Federal Resources Awarded Pursuant to This Agreement Are As Follows: The recipient of Local Agency Program (LAP) funding must comply with the statutory requirements in Sections 112.061, 215.422, 339.12, and 339.135, Florida Statutes, and Title 23 and Title 49, C.F.R.

SECTION No.: N/A
FM No. (s) 420325-1-38/58-01/02/03/04
CONNECTED JPA No.: N/A
S.R. A1A

EXHIBIT G

SPECIALITY SURFACING INSTALLATION

This Exhibit forms an integral part of the District 4 Local Agency Program Agreement between the State of Florida, Department of Transportation and the Agency.

1. Prior to acceptance by the Department, all lanes for each of the speciality surfacing crossings projects shall be tested for friction in accordance with ASTM E 274-06. The initial friction resistance shall be at least 35 obtained at 40 mph with a ribbed test tire (FN40R) or equivalent as specified in Table 1. Failure to achieve this minimum resistance shall require all deficient crosswalk areas to be removed to their full extent (lane-by-lane) and replaced with the same product installed initially. If more than 50% of the lanes in the intersection require replacement, the entire intersection installation may be reconstructed with a different product on the Qualified Products List (QPL). All lanes receiving new installations shall again be friction tested within 60-90 days of their acceptance by the local agency. The initial friction resistance of each new installation shall be at least 35 (FN40R) or equivalent as specified in Table 1. Failure to achieve this minimum resistance shall require all deficient areas be removed to their full extent (lane-by-lane) and replaced with the same product installed initially. If more than 50% of the lanes in the intersection require replacement, the entire intersection installation may be reconstructed with a different product on the Department's QPL.
2. The results of all friction tests and condition surveys shall be sent to the District Maintenance Office's Warranty Coordinator with a cover letter either certifying that the crosswalks comply with the above stated requirements; or what remedial action will be taken to restore the friction and/or integrity of the crosswalk area.
3. When remedial action is required in accordance with the above requirements, the local agency at its own expense shall complete all necessary repairs within 90 days of the date the deficiency was identified.

4. Should the local agency fail to satisfactorily perform any required remedial work in accordance with this agreement, the Department reserves the right to replace the patterned textured pavement with conventional pavement and bill the local agency for this cost. No more than two full specialty surfacing pavement depth repairs shall be made to an area without first resurfacing the pavement to its full depth.

Table 1: Pavement Friction Number Conversions for Test Speeds Other Than 40 mph

30 mph Test Speed FN Results	To Convert to 40 mph Results	50 mph Test Speed FN Results	To Convert to 40 mph Results
<29	Subtract 1	<26	Add 1
29 to 47	Subtract 2	26 to 42	Add 2
48 to 67	Subtract 3	43 to 60	Add 3

SECTION No.: N/A
FM No. (s) 420325-1-38/58-01/02/03/04
CONNECTED JPA No.: N/A
S.R. A1A

EXHIBIT F

SPECIALTY SURFACING MAINTENANCE

This Exhibit forms an integral part of the District 4 Local Agency Program Agreement between the State of Florida, Department of Transportation and the Agency.

On a biannual basis, the area of each crosswalk in the outside traffic lane on the project shall be tested for friction resistance in accordance with ASTM E 274-06. Friction resistance shall be no less than 30 FN40R or equivalent as specified in Table 1. Failure to achieve this minimum resistance shall require all lanes of the crosswalk to be friction tested to determine the extent of the deficiency. All deficient areas shall be removed to their full extent (lane-by-lane) and replaced with the same product installed initially. If more than 50% of the lanes in the intersection require replacement, the entire intersection installation may be reconstructed with a different product on the QPL.

1. The integrity of the specialty surfacing pavement shall be maintained throughout its life. The local agency shall conduct biannual condition surveys of the specialty surfacing pavement for rutting, raveling, pot holes, de-lamination and cracking for the life of the adjacent pavement.
 - a. Unless the pavement adjacent to the crosswalk is also deficient in rutting, rutting depth of the specialty surfacing pavement shall not exceed 0.25". Remedial work shall include the full depth removal of the specialty surfacing payment across the full width of the lane and crosswalk.
 - b. Unless the pavement in the intersection is showing uniform raveling deficiencies, raveling, pot holes or de-lamination of the specialty surfacing pavement shall not exceed 0.25" in depth or more than 25 square inches in area. Remedial work shall include the patching of the specialty surfacing pavement in accordance with the manufacturer's instructions.

- c. Unless pavement adjacent in the intersection is deficient in cracking criteria, cracking width of the specialty surfacing pavement shall not exceed 1/8" for more than 10' in any lane of the crosswalk. Remedial work shall include as a minimum, the full depth removal of the specialty surfacing pavement along the complete length of the crack(s) and for the width recommended by the manufacturer.
2. The results of all friction tests and condition surveys shall be sent to the FDOT District Four Maintenance Engineer, Florida Department of Transportation, 3400 West Commercial Boulevard, Fort Lauderdale, FL 33309 (954)486-1400), with a cover letter either certifying that the crosswalks comply with the above stated requirements; or what remedial action will be taken to restore the friction and/or integrity of the crosswalk area.
 3. When remedial action is required in accordance with the above requirements, the local agency at its own expense shall complete all necessary repairs within 90 days of the date the deficiency was identified. However, if the circumstance requires and depending on the surface conditions of the payment, this period of time may be reduced.
 4. Should the local agency fail to satisfactorily perform any required remedial work in accordance with this agreement, the Department reserves the right to replace the patterned textured pavement with conventional pavement and bill the local agency for this cost. No more than two full specialty surfacing pavement depth repairs shall be made to an area without first resurfacing the pavement to its full depth.

Table 1: Pavement Friction Number Conversions for Test Speeds Other Than 40 mph

30 mph Test Speed FN Results	To Convert to 40 mph Results	50 mph Test Speed FN Results	To Convert to 40 mph Results
<29	Subtract 1	<26	Add 1
29 to 47	Subtract 2	26 to 42	Add 2
48 to 67	Subtract 3	43 to 60	Add 3

EXHIBIT "L"

LANDSCAPE MAINTENANCE AGREEMENT (LMA)

Paragraph 13.14 is expanded by the following:

The Department and the Agency agree as follows:

1. Until such time as the project is removed from the project highway pursuant to paragraphs 3 and 5 of this LMA, the Agency shall, at all times, maintain the project in a reasonable manner and with due care in accordance with all applicable Department guidelines, standards, and procedures hereinafter called "Project Standards." Specifically, the Agency agrees to:

- a) Properly water and fertilize all plants, keeping them as free as practicable from disease and harmful insects;
- b) Properly mulch plant beds;
- c) Keep the premises free of weeds;
- d) Mow and/or cut the grass to the proper length;
- e) Properly prune all plants which responsibility includes removing dead or diseased parts of plants and/or pruning such parts thereof which present a visual hazard for those using the roadway; and
- f) Remove or replace dead or diseased plants in their entirety, or remove or replace those plants that fall below original Project Standards.

The Agency agrees to repair, remove or replace at its own expense all or part of the project that falls below Project Standards caused by the Agency's failure to maintain the same in accordance with the provisions of this LMA. In the event any part or parts of the project, including plants, has to be removed and replaced for whatever reason, then they shall be replaced by parts of the same grade, size, and specification as provided in the original plans for the project. Furthermore, the Agency agrees to keep litter removed from the project highway.

2. Maintenance of the project shall be subject to periodic inspections by the Department. In the event that any of the aforementioned responsibilities are not carried out or are otherwise determined by the Department to not be in conformance with the applicable Project Standards, the Department, in addition to its right of termination under paragraph 4(a), may at its option perform any necessary maintenance without the need of any prior notice and charge the cost thereof to the Agency.

3. It is understood between the parties hereto that any portion of or the entire project may be removed, relocated or adjusted at any time in the future as determined to be necessary by the Department in order that the adjacent state road be widened, altered or otherwise changed to meet with the future criteria or planning of the Department. The Agency shall be given notice regarding such removal, relocation or adjustment and shall be allowed 60 days to remove all or part of the project at its own cost. The Agency will own that part of the project it removed. After the 60-day removal period, the Department will become the owner of the unresolved portion of the project, and the Department then may remove, relocate or adjust the project as it deems best, with the Agency being responsible for the cost incurred for the removal of the project.

4. This LMA may be terminated under any one of the following conditions:

- a) By the Department, if the Agency fails to perform its duties under this LMA following 15 days' written notice; or

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EXHIBIT "L" (continued)

LANDSCAPE MAINTENANCE AGREEMENT (LMA)

b) By either party following 60-calendar days' written notice.

5. In the event this LMA is terminated in accordance with paragraph 4 hereof, the Agency shall have 60 days after the date upon which this LMA is effectively terminated to remove all or part of the remaining project at its own cost and expense. The Agency will own that part of the project it removed. After the 60-day removal period, the Department then may take any action with the project highway or all or part of the project it deems best, with the Agency being responsible for any removal costs incurred.

6. This LMA embodies the entire agreement and understanding between the parties hereto, and there are no other agreements or understandings, oral or written, with reference to the subject matter hereof that are not merged herein and superseded hereby.

7. This LMA may not be assigned or transferred by the Agency, in whole or in part, without consent of the Department.

8. This LMA shall be governed by and construed in accordance with the laws of the State of Florida.

9. All notices, demands, requests or other instruments shall be given by depositing the same in the U.S. mail, postage prepaid, registered or certified with return receipt requested:

a) If to the Department, addressed to:

Barbara Handrahan, Local Programs Administrator
Florida Department of Transportation
Program Management Office
3400 West Commercial Boulevard
Ft. Lauderdale, Florida 33309-3421

or at such other address as the Department may from time to time designate by written notice to the Agency; and

b) If to the Agency, addressed to:

Mary McKinney
City of Riviera Beach
600 West Blue Heron Boulevard
Riviera Beach, Florida 33404

or at such other address as the Agency may from time to time designate by written notice to the Department.

10. This LMA, if attached as an exhibit to the Agreement, forms an integral part of the Agreement between the parties dated _____.

All time limits provided hereunder shall run from the date of receipt of all such notices, demands, requests, and other instruments.

EXHIBIT "RL"

ROADWAY LIGHTING MAINTENANCE AGREEMENT (RLMA)

Paragraph 13.14 is expanded by the following:

1. a) The Agency shall, at its sole cost and expense, maintain the existing or about to be installed roadway lighting system throughout its expected useful life unless and until this exhibit is superseded by a State Highway Maintenance and Compensation Agreement.

b) In maintaining the roadway lighting system, the Agency shall perform all activities necessary to keep the roadway lighting system fully and properly functioning, with a minimum of 90% lights burning for any lighting type (e.g., high mast, standard, under deck, sign) or roadway system at all times for their normal expected useful life in accordance with the original design thereof, whether necessitated by normal wear and tear, accidental or intentional damage or acts of nature. Said maintenance shall include, but not limited to, providing electrical power and paying all charges associated therewith, routine inspection and testing, preventative maintenance, emergency maintenance, replacement of any component parts of the facilities (including the poles and any and all other component parts installed as part of the facilities), and the locating (both vertically and horizontally) of the facilities as may be necessary.

c) All maintenance shall be in accordance with the provisions of the following:

(1) Manual of Uniform Traffic Control Devices (MUTCD); and

(2) All other applicable local, state or federal laws, rules, resolutions or ordinances and Department procedures.

2. **Record Keeping**

The Agency shall keep records of all activities performed pursuant to this RLMA. The records shall be kept in such format as is approved by the Department.

3. **Default**

In the event that the Agency breaches any of the provisions above, then in addition to any other remedies which are otherwise provided for in this Agreement, the Department may exercise one or more of the following options, provided that at no time shall the Department be entitled to receive double recovery of damages:

a) Pursue a claim for damages suffered by the Department or the public.

b) Pursue any other remedies legally available.

c) As to any work not performed by the Agency, perform any work with its own forces or through contractors and seek reimbursement for the cost thereof from the Agency, if the Agency fails to cure the non-performance within 14 calendar days after written notice from the Department; however, that advance notice and cure shall not be preconditions in the event of an emergency.

EXHIBIT "RL" (continued)

ROADWAY LIGHTNING MAINTENANCE AGREEMENT (RLMA)

4. Force Majeure

Neither the Agency nor the Department shall be liable to the other for any failure to perform under this exhibit to the extent such performance is prevented by an act of God, war, riots, natural catastrophe or other event beyond the control of the non-performing party and which could not have been avoided or overcome by the exercise of due diligence, provided the party claiming the excuse from performance has:

- a) Promptly notified the other party of the occurrence and its estimate duration,
- b) Promptly remedied or mitigated the effect of the occurrence to the extent possible, and
- c) Resumed performance as soon as possible.

5. Miscellaneous

a) The parties understand and agree that the Department has manuals and written policies and procedures which shall be applicable at the time of the project and the relocation of the facilities and except that the Agency and the Department may have entered into joint agreements for utility work to be performed by a contractor. To the extent that such a joint agreement exists, this exhibit shall not apply to facilities covered by the joint agreement. Copies of Department manuals, policies, and procedures will be provided to the Agency upon request.

- b) Time is of the essence in the performance of all obligations under this RLMA.

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EXHIBIT "S"

**2009 AMERICAN RECOVERY AND REINVESTMENT ACT (ARRA)
JOB REPORTING**

FPN: 420325-1-38/58-01/02/03/04

This exhibit forms an integral part of the Agreement between the State of Florida, Department of Transportation (Department) and

City of Riviera Beach

Dated _____

SPECIAL CONSIDERATIONS BY AGENCY:

Compliance with the 2009 American Recovery and Reinvestment Act (ARRA)

This project is subject to the criteria and conditions of the 2009 American Recovery and Reinvestment Act (ARRA). The Agency will satisfy the Federal reporting requirements for the project(s), such as the monthly employment report, for both the Contractor and Subcontractor. The Agency will provide the required information on form(s) provided by the Department in the timeframe indicated in the instructions. The Agency will ensure that the reporting requirements are included in all ARRA contracts and subcontracts.

The Agency will withhold the Contractor's progress payments, project acceptance, and final payment for failure to comply with the requirements of the 2009 ARRA.

Authority of the U.S. Comptroller General

Section 902 of the 2009 ARRA provides the U.S. Comptroller General and his representatives the authority:

1. To examine any records of the Contractor or any of its Subcontractors, or any State or Local Agency administering such contract, that directly pertain to, and involve transactions relating to, the contract or subcontract; and
2. To interview any officer or employee of the Contractor or any of its Subcontractors, or of any State or Local Agency administering the contract, regarding such transactions.

Accordingly, the U.S. Comptroller General and his representatives shall have the authority and rights as provided under Section 902 of the 2009 ARRA with respect to this contract, which is funded with funds made available under the 2009 ARRA. Section 902 further states that nothing in this Section shall be interpreted to limit or restrict, in any way, any existing authority of the U.S. Comptroller General.

Authority of the U.S. Inspector General

Section 1515(a) of the 2009 ARRA provides authority for any representatives of the Inspector General to examine any records or interview any employee or officers working on this contract. The Contractor is advised that representatives of the U.S. Inspector General have the authority to examine any record and interview any employee or officer of the Contractor, its Subcontractors or other firms working on this contract. Section 1515(b) further provides that nothing in this Section shall be interpreted to limit or restrict, in any way, any existing authority of the Inspector General.

EXHIBIT "T"

TRAFFIC SIGNAL MAINTENANCE AGREEMENT (TSMA)

Paragraph 13.14 is expanded by the following:

The parties mutually agree and covenant as follows:

1. When the District Traffic Operations Engineer of the Department has served a request order on the Agency, and the designated officer of the Agency has favorably acknowledged the request order, the Agency shall undertake the responsibilities to maintain and operate existing or new traffic signals and signal systems mentioned in the request order.
2. The proposed functional design and operation of new traffic signals and signal systems shall be reviewed by the Agency in conjunction with the Department prior to installation. Such design and operation will be as energy efficient as possible.
3. The installation of signals or signal systems shall not endanger highway travel and shall be conducted in accordance with Part VI of the Manual on Uniform Traffic Control Devices (MUTCD), as amended, and with all applicable Department standards, specifications and plans governing traffic control for street and highway construction and maintenance.
4. The Agency shall be responsible for the maintenance and continuous operation of the traffic signals and signal systems (central computer, cameras, message signs, and communications interconnect), school zone traffic control devices, intersection flashing beacons, illuminated street sign names, and the payment of electricity and electrical charges incurred in connection with the operation of such traffic signals and signal systems upon completion of their installation. In the case of construction contracts, the Agency shall be responsible for the payment of electricity and electrical charges incurred in connection with the operation of the traffic signals and signal systems, and shall undertake the maintenance and continuous operation of said traffic signals and signal systems upon final acceptance of the installation by the Department. Repair or replacement and other responsibilities of the installation contractor and the Department, during the burn-in period between conditional and final acceptance, are contained in the most recent Department's Standard Specifications for Road and Bridge Construction.
5. The Agency shall maintain and operate the traffic signals and signal systems in a manner that will ensure safe and efficient movement of highway traffic and that agree with maintenance practices prescribed by the International Municipal Signal Association (IMSA) and operational requirements of the MUTCD, as amended. The Agency's maintenance responsibilities shall include, but not be limited to, preventive maintenance (periodic inspection, service, and routine repairs), and emergency maintenance (troubleshooting in the event of equipment malfunction, failure or damage). The Agency shall record its maintenance activities in a traffic signal maintenance log which shall contain, as a minimum, traffic signal log details recommended by the IMSA.
6. The Agency may remove any component of the installed equipment for repair; however, it shall not make any permanent modifications and/or equipment replacements unless the equipment provided is the same age or newer and is capable of performing the same functions. The Department shall not make any modifications and/or equipment replacements without prior written notice to the Agency.
7. The Agency shall set and maintain the timing and phasing of the traffic signals in accordance with the Department's timing and phasing plans, specifications or special provisions. The Agency may make modifications in phasing of traffic signals and signal systems to accommodate changing needs of traffic provided prior written approval is obtained from the Department. Department approval shall be contingent upon an engineering report prepared by or for the Agency in accordance with Section 1A.09, "Engineering Study and Engineering Judgment", of the MUTCD recommending such changes and signed and sealed by a qualified Professional Engineer licensed in the State of Florida. The Agency may make changes in the signal timing provided these changes are made under the direction of a qualified Professional Engineer. The Agency shall send a signed and sealed copy of the timings to the Department immediately after installation. The Department reserves the right to examine equipment, timing, and phasing at any time and, after consultation with the Agency, may specify modifications. If the Department specifies modification in timing and/or phasing, implementation of such modifications shall be coordinated with, or made by the Agency.

STATE OF FLORIDA DEPARTMENT OF TRANSPORTATION
LOCAL AGENCY PROGRAM AGREEMENT

525-010-40
PRODUCTION SUPPORT
08/06
Page

EXHIBIT "T" (continued)

TRAFFIC SIGNAL MAINTENANCE AGREEMENT (TSMA)

8. The Agency shall note in the maintenance log any timing and/or phasing changes and keep a copy of the timings and any approval documentation in a file.

9. The Agency may enter into agreements with other parties pertaining to traffic signals and signal systems including, but not limited to, agreements relating to costs and expenses incurred in connection with the operation of traffic signals and signal systems on the State Highway System provided that such agreements are consistent with the mutual covenants contained in this TSMA. The Agency shall furnish a copy of such agreements to the Department.

10. This TSMA shall remain in force during the life of the originally installed equipment and/or the life of any replacement equipment installed with the mutual consent of the parties hereto until superseded by a Traffic Signal Maintenance and Compensation Agreement between the Department and the Agency.

STATE OF FLORIDA DEPARTMENT OF TRANSPORTATION
LOCAL AGENCY PROGRAM AGREEMENT

525-010-40
PRODUCTION SUPPORT
03/99
Page

EXHIBIT "X"

PROJECT ESTIMATE AND DISBURSEMENT SCHEDULE

FPN: 420325-1-38/58/01/02/03/04

This exhibit forms an integral part of the Agreement between the State of Florida, Department of Transportation (Department) and
City of Riviera Beach

Dated _____

SPECIAL CONSIDERATIONS BY AGENCY:

The following paragraph replaces Section 4.00 Project Estimate and Disbursement Schedule of the Local Agency Program Agreement executed between the Department and
City of Riviera Beach

Dated _____

Prior to the execution of this Agreement, a project schedule of funding shall be prepared by the Agency and approved by the Department. The Agency shall maintain said schedule of funding, carry out the project, and shall incur obligations against and make disbursements of project funds only in conformity with the latest approved schedule of funding for the project. The schedule of funding may be revised by execution of a LAP Supplemental Agreement between the Department and the Agency. The Agency acknowledges and agrees that funding for this project may be reduced upon determination of the award amount and execution of a LAP Supplemental Agreement. If a LAP Supplemental Agreement is executed, copies should be forwarded to the Department's Office of Comptroller and Federal-Aid Management Office.

STATE OF FLORIDA DEPARTMENT OF TRANSPORTATION
 FEDERAL-AID PROJECT FUNDING REQUEST

525-010-30
 CONSTRUCTION
 08/00
 Page 1 of 2

DATE 9/18/09

AGENCY City of Riviera Beach FEDERAL-AID PROJECT NUMBER SFTL 173R/S104 002R/S137 003R/ARRA 027B

FIN NUMBER 420325-1-38/58-01/02/03/04 STATE JOB NUMBER _____ TIP PAGE NUMBER _____

PROJECT TITLE: SR-A1A

PROJECT TERMINI FROM: From Blue Heron Blvd./US-1 to south of Burnt Bridge

WORK PHASE: PLANNING ENVIRONMENTAL DESIGN CONSTRUCTION RIGHT OF WAY

AWARD TYPE: LOCAL LOCAL FORCES

ENVIRONMENTAL DOCUMENT: Mark the type of environmental document prepared, indicate the approval date, and the most recent reevaluation date.

EIS approved on: _____, and reevaluated on: _____

EA /FONSI approved on: _____, and reevaluated on: _____

Categorical Exclusion:

Programmatic Categorical Exclusion determination on: 9/29/09

Type I Categorical Exclusion determination on: _____

Type II Categorical Exclusion determination on: _____

Categorical Exclusion Reevaluation on: _____

PHASE	TOTAL ESTIMATED COST (nearest Dollar)	LOCAL AGENCY FUNDS (nearest Dollar)	STATE FUNDING (nearest Dollar)	FEDERAL FUNDS (nearest Dollar)	PERCENT FEDERAL FUNDS	OBLIGATION DATE Month / Year
PLANNING						
PD&E						
DESIGN	\$119,900.00	\$119,900.00				
R/W						
CONST.	\$13,206,469.00		\$6,035,505.00	\$7,170,964.00	54.29	
TOTAL	\$13,326,369.00	\$119,900.00	\$6,035,505.00	\$7,170,964.00	53.81	

DESCRIPTION OF EXISTING FACILITY (Existing Design and Present Condition)

Roadway Width: Varies 44' to 48' for 4 lanes and 24' for 2 lanes Number of Lanes Varies 2 lanes to 4 lanes

Bridge Number(s) on Project 930269

DESCRIPTION OF PROPOSED WORK New Construction 3-R Enhancement Congestion Mitigation

Roadway Width Varies 44' to 48' for 4 lanes and 24' for 2 lanes Number of Lanes Varies 2 lanes to 4 lanes

Bridge Number(s) on Project 930269

LOCAL AGENCY CONTACT PERSON

Mary McKinney

MAILING ADDRESS:

600 West Blue Heron Blvd.

AGENCY

City of Riviera Beach

TITLE:

Director of Community Development

PHONE:

561-845-4060

ZIP CODE:

33404

LOCATION AND DESIGN APPROVAL:

BY: _____

Approving Authority

TITLE: _____

DATE: 11/18/09

AGENCY: City of Riviera Beach	PROJECT TITLE: SR-A1A	DATE: 3/23/09
----------------------------------	--------------------------	------------------

ENVIRONMENTAL COMMITMENTS AND CONSIDERATIONS:

It has been determined that there are no environmental issues with the project

RIGHT OF WAY AND RELOCATION:

There was no right-of-way acquisition associated with this project.

THIS PROJECT HAS BEEN REVIEWED BY THE LEGISLATIVE BODY OF THE ADMINISTRATION AGENCY OR AGENCIES, OR IT'S DESIGNEE, AND IS NOT INCONSISTANT WITH THE AGENCY'S COMPREHENSIVE PLAN FOR COMMUNITY DEVELOPMENT.

AGENCY: Riviera Beach

By: Thomas Monte
(Mayor / Chairman)

DATE: _____

STATE OF FLORIDA DEPARTMENT OF TRANSPORTATION
LAP CERTIFICATION

575-095-05
RIGHT OF WAY
09/07

R/W ITEM/SEGMENT NO.: 420325-1-58-01 MANAGING DISTRICT: _____
CONSTRUCTION ITEM/SEGMENT NO.: _____ STATE ROAD: A1A
F.A.P. NO. (Construction): _____ DESCRIPTION: U.S. 1 to South of
COUNTY: Palm Beach Burnt Bridge
LETTING DATE: October 2009

The undersigned hereby certifies as follows:

Title to all property and easements needed for the above construction project is vested in the Florida Department of Transportation (Department) or a state or local government. Sufficient authority has been obtained to construct and maintain the proposed improvements on property and easements owned by state or local governments. Further:

Acquisition

- Right of way was not acquired for this project.
 Right of way was acquired for this project in compliance with applicable state and federal law.

Relocation

- No persons or businesses were required to move or move personal property from the project right of way.
 All persons and businesses that were required to move or move personal property from the project right of way have been provided relocation assistance in compliance with applicable state and federal law.

Demolition

- No structures or improvements, including encroachments, required removal from the project right of way.
 All structures and/or improvements, including encroachments, have been removed from the project right of way in compliance with applicable state and federal law, or will be included in the construction contract.

Asbestos Abatement

- No structures or improvements requiring asbestos abatement were located on the project right of way.
 Asbestos abatement of buildings and/or structures, including those to be removed by the construction contractor, has been completed in compliance with applicable state and federal law, or will be included in the construction contract.

Submitted by Local Agency: _____

[Signature]
Title: Director of Community Development Date: 1-14-09

Certified by: _____

[Signature]
Cheryl A. Balogh, District Right of Way Manager

Date: 5/20/09

5-20-09 V.N.

ADDITIONAL STATEMENT – Local Agency Program

No Additional Right of Way Required

R/W ITEM/SEGMENT NO.: 420325-1-58-01

STATE ROAD: A1A

CONST. ITEM SEGMENT NO.: _____

DESCRIPTION: U.S. 1 TO SOUTH OF

F.A.P. NO.: _____

BURNT BRIDGE

PREFERRED LETTING DATE: JUNE 2009

LOCAL AGENCY: CITY OF RIVIERA BEACH

The following interests in land (Right of Way) will NOT be required for the construction of this project.

- Fee Title – land on which a permanent improvement is to be placed and maintained.
- Perpetual Easement – maybe used when permanent improvement is to be constructed and maintained on a parcel for which acquisition of fee title is impractical.
- Temporary Easement – used when it is necessary to temporarily occupy a parcel. No improvement which is a permanent part of the transportation facility or which requires maintenance beyond the term of the easement will be constructed on the temporary easement.

The right of way maps/sketches have been compared to the construction plans and the right of way, as shown, and will accommodate the planned construction. The construction activities will be performed in the existing right of way. The contractor will not be required to temporarily enter upon property not owned by STATE OF FLORIDA OR CITY OF RIVIERA BEACH for the purpose of restoration and harmonization.

JMK
SIGNATURE

6-18-08
DATE

MARY MCKINNEY
NAME (Printed)

Title: DIRECTOR OF COMMUNITY DEVELOPMENT

Agency: CITY OF RIVIERA BEACH

**LOCAL AGENCY PROGRAM (LAP)
TYPE 1 OR PROGRAMMATIC CATEGORICAL EXCLUSION CHECKLIST**

Financial Project ID: 420325-1-58-01
State Road No.: SR A1A (East Blue Heron Boulevard and North Ocean Drive)
Federal Project ID: S104-002-R, S137-003-R, SFTL-173-R and ARRA-027-B
County: Palm Beach (93080)

Project Description: SR A1A from U.S. 1 (SR 5/Broadway Avenue) to south of the Burnt Bridge (on Singer Island), excluding the Jerry Thomas Memorial Bridge, the Tidal Relief Canal Bridge and the East Blue Heron Boulevard connecting roadway section between the bridges.

Work consists of: Resurfacing, restoration and rehabilitation (3R), including milling and resurfacing of existing pavement, widening with new shoulders and turn lanes, curbing, drainage improvements (swales, inlets and piping), sidewalks, crosswalks, striping and signing, lighting, and landscape/streetscape enhancements.

Defined as a: Programmatic Categorical Exclusion, per action numbers: 1, 2, 4, 5, 7, 10, 16, 17 and 22.

IMPORTANT If the answer to any of these questions is No, then a Type I or Programmatic Categorical Exclusion does not apply and further coordination with FDOT is required to determine the necessary level of environmental documentation.

YES NO

- Are the impacts to local traffic patterns, property access, community cohesiveness, planned community growth of land use patterns not adverse?
- Are all air, noise, and water quality impacts negligible or non-existent?
- Can the project proceed without a U.S. Coast Guard Permit?
- Are any or all flood plain encroachments not significant in accordance with Part 2, Chapter 24?
- Will endangered and threatened species and their critical habitats remain unaffected?
- Is there no right-of-way or an insignificant amount of right-of-way required for the project?
- Are the residential or business relocations for the project not significant?

- ___ Is Section 4(f) not applicable to the project?
- ___ Have properties protected under Section 106 which are taken, used or in close proximity to the project been identified and if applicable reviewed by SHPO, and has a determination of "No Effect" or "No Adverse Effect" been given?
- ___ Is the Contamination involvement not significant?
- ___ The project does not require a public hearing or an opportunity for a public hearing?

FINDING:

This project has been evaluated, and has been determined to meet the conditions as set forth in the PD&E Manual, Part 1, Chapter 3; therefore:

- ___ This project is a Programmatic Categorical Exclusion per FHWA (Federal Highway Administration), Federal Transit Authority (FTA), and Florida Department of Transportation (FDOT) Agency Operating Agreement executed on January 15, 2003.
- ___ This project is a Type I Categorical Exclusion under (23 CFR 771.117(c)) effective November 27, 1987.

Package prepared by: Jennifer Mathis
 Jordan, Jones and Goulding, Inc.
 9101 Southern Pine Boulevard, Suite 160
 Charlotte, NC 28273

LAP Reviewer: *[Signature]* Date: 9-23-09
 Name: Mary McKinney, AICP
 Company: City of Riviera Beach
 Address: 600 West Blue Heron Boulevard, Riviera Beach, FL 33404

FDOT Approval: *Barbara Handwerker* Date: 9/29/09
 District 4 LAP Administrator

FDOT Concurrence: *Ann Broadwell* Date: 9-29-09
 District 4 Environmental Administrator

September 2009

Programmatic Categorical Exclusion

The Proposed Rehabilitation, Restoration and Resurfacing (3R) with Landscape/Streetscape Enhancements of SR A1A (East Blue Heron Boulevard and North Ocean Drive)

Financial Project ID: 420325-1-58-01

Federal Aid Project Numbers: S104-002-R, S137-003-R, SFTL-173-R and ARRA-027-B

Prepared for:

City of Riviera Beach and Florida Department of Transportation

Working to better our communities & environment





Table of Contents

- I. Programmatic Categorical Exclusion
- II. Memorandum

Figures

Figure 1 – Project Location Map

Figure 1A – Floodplain Location Map

Figure 2 – Critical Habitat Map

Figure 3 - Location of Johnson's seagrass in the vicinity of the proposed reconfigured stormwater outfall along the SR A1A corridor

Figure 4 - Location of Johnson's seagrass in the vicinity of the SR A1A existing stormwater outfall sites

Tables

Table 1 - EDR Sites/Facilities Identified within a 1 mile radius of the SR A1A Project Limits

Appendices

Appendix A – Ecology Assessment

Appendix B – Correspondence

Appendix C – Cultural Resources Assessment Survey & Addendum

Appendix D – EDR Report & Data Map

Appendix E – Public Involvement



MEMORANDUM

Date: September 22, 2009

To: Barbara Handrahan – Local Agency Program Administrator

From: Jennifer Mathis – Jordan, Jones & Goulding, Inc.

Copies: Ann Broadwell, Central File, Reading File

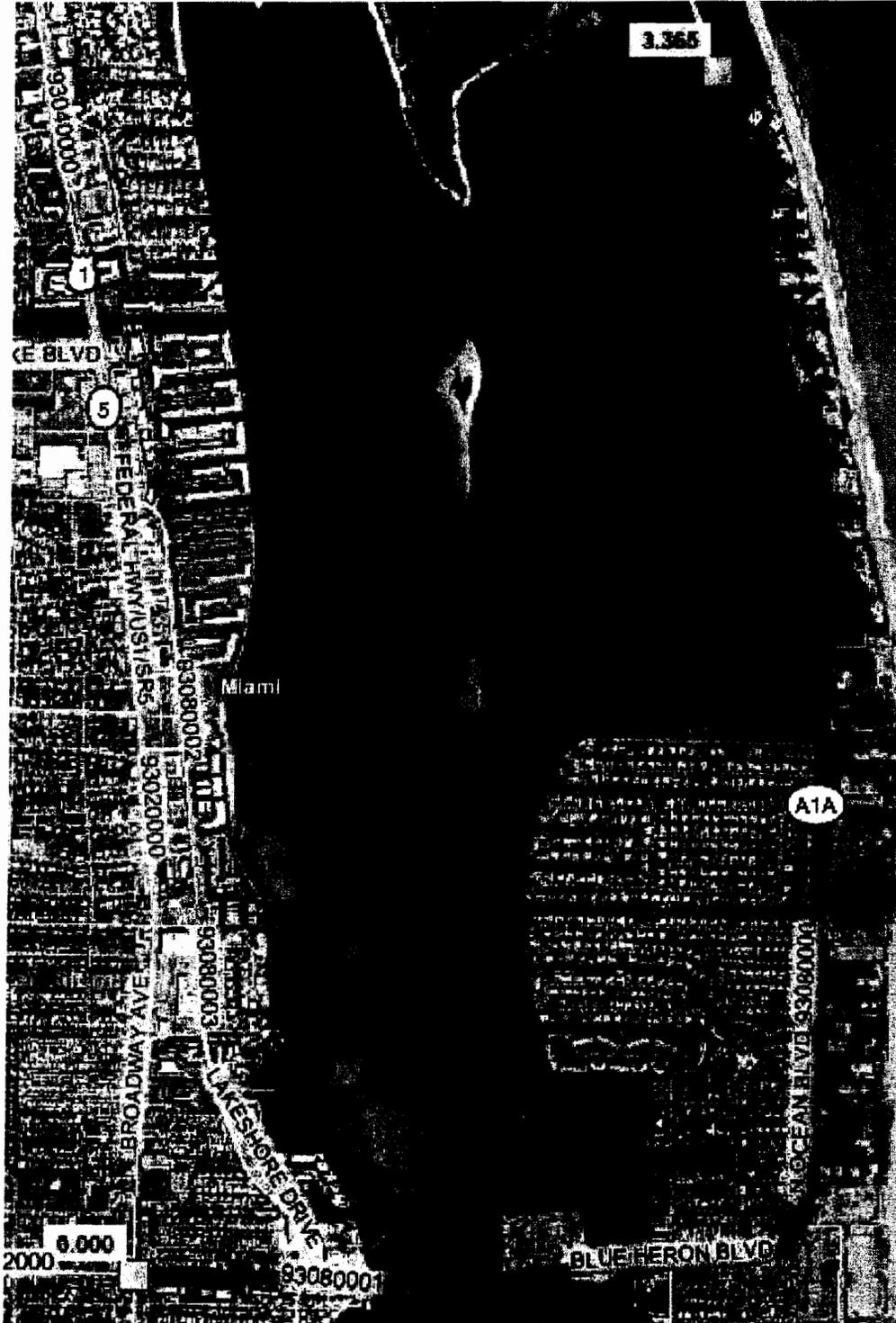
Subject: **Programmatic Categorical Exclusion Memorandum**
SR A1A (East Blue Heron Boulevard and North Ocean Drive) - Rehabilitation, Restoration and Resurfacing (3R) with Landscape/Streetscape Enhancements
Financial Project ID: 420325-1-58-01
Federal Aid Project Numbers: S104-002-R, S137-003-R, SFTL-173-R and ARRA-027-B
County / Section: Palm Beach (93080)
Limits: US 1 (SR 5/Broadway Avenue) to south of the Burnt Bridge (on Singer Island)

The Class of Action for this project is a Programmatic Categorical Exclusion, per Federal Highway Administration (FHWA), Federal Transit Authority (FTA), and Florida Department of Transportation (FDOT) Agency Operating Agreement executed on January 15, 2003.

The project is approximately 2.85 miles in length and involves resurfacing, restoration and rehabilitation of the existing 5-lane urban and 3-lane rural typical sections of SR A1A (East Blue Heron Boulevard and North Ocean Drive) from US 1 (SR 5/Broadway Avenue) to just south of Burnt Bridge (see **Figure 1, Project Location Map**). The proposed improvements have been excluded for the Jerry Thomas Memorial Bridge, Little Blue Heron Bridge and the connecting roadway section of East Blue Heron Boulevard between the two bridges. The proposed improvements consist of milling and resurfacing of existing pavement, widening with new shoulders and turn lanes in various locations, curbing, drainage (swales, inlets and culverts), sidewalks, crosswalks, striping and signing, lighting, and landscape/streetscape enhancements. In addition, the project proposes to replace the existing cobra head light fixtures with Vertex "custom design" light fixtures along the entire SR A1A corridor from US 1 to just south of Burnt Bridge. This will include the replacement of lighting on the Jerry Thomas Memorial Bridge, Little Blue Heron Bridge and the roadway section in between the two bridges. The acquisition of right-of-way is not anticipated as a result of these improvements.

FPID 420325.1

93080000 - SR A1A from Blue Heron blvd /US 1 (MP 0.000) to South of Burnt Bridge (MP 3.365)



RESOLUTION NO. 143-09

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF RIVIERA BEACH, PALM BEACH COUNTY, FLORIDA, COMMITTING TO CONTROL THE TIMING OF THE DECORATIVE LIGHTING ON BLUE HERON BRIDGE PILLARS DURING SEA TURTLE NESTING SEASON; AND PROVIDING FOR AN EFFECTIVE DATE.

WHEREAS, the City of Riviera Beach's Blue Heron Boulevard/SR AIA project, which includes the Blue Heron Bridge, is in the final stage of permitting; and

WHEREAS, the City of Riviera Beach wishes to demonstrate its commitment to operate and maintain the lights on timers as reasonable assurance that the Blue Heron/SR AIA project will not result in adverse secondary impacts to sea turtles; and

WHEREAS, the City will commit to control the timing of the under bridge lighting during sea turtle nesting season, which is March 1st to October 31st to begin lighting at 8 PM and automatically turn lighting off at 9PM; and

WHEREAS, the City Engineer will maintain on a quarterly basis an inspection of the timers and the lights and will immediately correct any deficiencies in the fixtures and or timers during these inspections or immediately at any other time that deficiencies occur during sea turtle nesting season.

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 of the City of Riviera Beach commits to control the timing of the decorative lights under the Blue Heron Bridge to shut off no later than 9PM during sea turtle nesting season, which is March 1st to October 31st.

SECTION 2. This resolution shall become effective upon its passage.

PASSED AND APPROVED this 18 day of November, 2009.

APPROVED:



THOMAS A. MASTERS
MAYOR



DAWN S. PARDO
CHAIRPERSON

ATTEST:



CARRIE E. WARD
MASTER MUNICIPAL CLERK
CITY CLERK



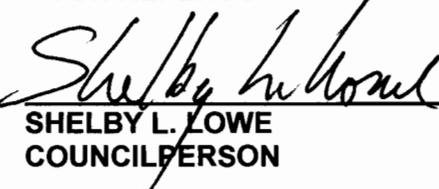
JUDY L. DAVIS
CHAIR PRO TEM



BILLIE E. BROOKS
COUNCILPERSON



TONYA DAVIS JOHNSON
COUNCILPERSON



SHELBY L. LOWE
COUNCILPERSON

MOTIONED BY: J. DAVIS

SECONDED BY: T. DAVIS-JOHNSON

D. PARDO AYE

J. DAVIS AYE

B. BROOKS ABSENT

T. JOHNSON AYE

S. LOWE AYE

REVIEWED AS TO LEGAL SUFFICIENCY

PAMALA HANNA RYAN, CITY ATTORNEY

DATE: _____

RESOLUTION NO. 144-09

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF RIVIERA BEACH, PALM BEACH COUNTY, FLORIDA, AUTHORIZING SETTLEMENT IN THE MATTER OF STEPHANIE KING, INDIVIDUALLY AND AS NATURAL GUARDIAN OF XAIVER CARTER, A MINOR VS. THE CITY OF RIVIERA BEACH; AUTHORIZING GALLAGHER BASSETT TO MAKE PAYMENT IN THE TOTAL AMOUNT OF \$37,500 AS COMPLETE SETTLEMENT; AND PROVIDING AN EFFECTIVE DATE.

WHEREAS, Stephanie King and her son, Xaiver Carter, were involved in a motor vehicle accident with a City police officer in May 2008; and

WHEREAS, Ms. King filed a lawsuit against the City on behalf of Mr. Carter and herself in 2009, and alleged, among other things, bodily injury and suffering; and

WHEREAS, the parties participated in court ordered mediation, and tentatively agreed to settle the case contingent upon City Council approval in the following amounts: \$25,000 to Ms. King, and \$12,500 to Xaiver Carter, for a total amount of \$37,500.

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

SECTION 1. That settlement in the matter of *Stephanie King, individually and as Natural Guardian of Xaiver Carter, a minor, vs. City of Riviera Beach*, Case No. 2009CA07833XXXMBAD, is hereby approved in the total amount of \$37,500, which includes attorney's fees and costs.

SECTION 2. That Gallagher Bassett Services, Inc., is authorized to make payment on behalf of the City, after receiving a general release from Ms. King.

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

PASSED and APPROVED this 18 day of November, 2009.

RESOLUTION NO. 144-09
PAGE 2

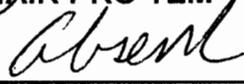
APPROVED:


THOMAS A. MASTERS
MAYOR

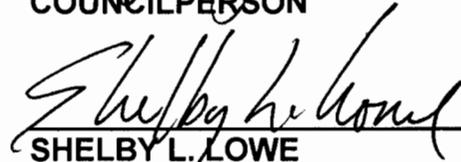

DAWN S. PARDO
CHAIRPERSON

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. DAVIS-JOHNSON

D. PARDO AYE

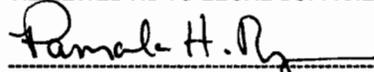
J. DAVIS AYE

B. BROOKS ABSENT

T. JOHNSON AYE

S. LOWE AYE

REVIEWED AS TO LEGAL SUFFICIENCY


PAMALA HANNA RYAN, CITY ATTORNEY

DATE: 11/10/09

RESOLUTION NO. 145-09

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF RIVIERA BEACH, PALM BEACH COUNTY, FLORIDA, AUTHORIZING THE MAYOR AND CITY CLERK TO EXECUTE A THREE (3) YEAR AGREEMENT TO PROVIDE POLICE SERVICES TO THE HOMEOWNERS ASSOCIATION OF THOUSAND OAKS; AUTHORIZING THE FINANCE DIRECTOR TO ACCEPT QUARTERLY PAYMENTS IN THE AMOUNT OF \$36,170.00 FOR THREE YEARS; AND PROVIDING AN EFFECTIVE DATE.

*Commencing
Nov. 18, 2009 -
Nov. 18, 2012.*

WHEREAS, at this time, the Homeowners Association of Thousand Oaks seeks to continue to improve the level of security for its residents and property; and

WHEREAS, in partnership with the Homeowners Association of Thousand Oaks, the Riviera Beach Police Department is prepared to continue an inter-local agreement and to provide police services specific to the needs of Thousand Oaks; and

WHEREAS, the City of Rivera Beach is willing and able to provide police services to the Homeowners Association of Thousand Oaks for a reasonable fee; and

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

SECTION 1: The Mayor and City Clerk are authorized to execute an inter-local agreement with the Homeowners Association of Thousand Oaks.

SECTION 2: The Finance Director is authorized to accept quarterly payments in the amount of \$36,170.00 for a period of three (3) years.

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

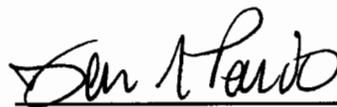
PASSED and APPROVED this 18 day of November, 2009.

RESOLUTION NO. 145-09.
PAGE 2

APPROVED:



THOMAS A. MASTERS
MAYOR



DAWN S. PARDO
CHAIRPERSON

ATTEST:



CARRIE E. WARD
MASTER MUNICIPAL CLERK
CITY CLERK

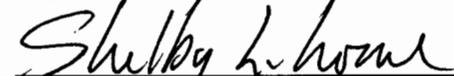


JUDY L. DAVIS
CHAIR PRO TEM



BILLIE E. BROOKS
COUNCILPERSON

TONYA DAVIS JOHNSON
COUNCILPERSON



SHELBY L. LOWE
COUNCILPERSON

MOTIONED BY: J. DAVIS

SECONDED BY: T. DAVIS-JOHNSON

D. PARDO AYE

J. DAVIS AYE

B. BROOKS ABSENT

T. DAVIS AYE

S. LOWE AYE

REVIEWED AS TO LEGAL SUFFICIENCY


PAMALA HANNA RYAN, CITY ATTORNEY

DATE: 11/5/09

AGREEMENT FOR POLICE SERVICES

This Agreement is made the 18 day of November, 2009, by and between the Homeowner's Association of Thousand Oaks, (hereinafter "Thousand Oaks"), and the City of Riviera Beach, a Florida municipal corporation (hereinafter "CITY"), **the City** constituting a public agency as defined in Part I of Chapter 163, Florida Statutes.

WITNESSETH:

WHEREAS, there exists in the Thousand Oaks Community a need for commissioned law enforcement presence differing in nature from the other areas of the City; and

WHEREAS, the City is willing and able to provide this unique presence to Thousand Oaks upon the terms set forth herein, which presence will benefit both the City and Thousand Oaks; and

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

1. Recitals. The above recitals are true and correct and are incorporated herein by reference.
2. Term. Unless agreed by both parties in writing, and approved by their respective Boards, this Agreement shall expire at the end of three years from the Effective Date. The Effective Date of this Agreement shall be that date on which the last party has executed this Agreement.
3. Services.
 - A. The City shall assign two (2) full-time uniformed police officers to Thousand Oaks, providing forty (40) hours per week of full-time law enforcement presence, on a schedule to be mutually agreed upon by Thousand Oaks and the City. An option for additional police officers can be made available upon the request of Thousand Oaks, for an additional 40 hours per week of full-time law enforcement presence, on a schedule to be mutually agreed upon by Thousand Oaks and the City, and become

a permanent part of this agreement thereafter. Since an understanding of Thousand Oaks operations will enhance the benefit of the officers to the Thousand Oaks Community and the City, the City will attempt to assign an officer who has become familiar with those operations. Thousand Oaks, at its own expense, shall provide the necessary training required familiarizing the assigned officers with the Thousand Oaks Community and any other such training deemed necessary for the performance of said officers' duties in the Thousand Oaks Community. The City shall determine training requirements that exceed those required to maintain an employee's law enforcement certification. The City shall not be responsible for any overtime cost associated with said training. Without altering the Police Department's Chain of Command structure, officers assigned hereunder, shall prepare monthly reports of their activity and make said reports available to the Homeowners Association Executive Staff or as designated by the Homeowners Association. The City, at its own expense, will provide to, and maintain for such officers, all such standard equipment as is provided to other City uniformed police officers, including without limitation, a City of Riviera Beach marked patrol car.

B. Specialized equipment to include, but not limited to, laptop computers, Mesh Network broadband wireless mobile devices, and mobile video cameras. These non-standard equipment items can be used to access NCIC / FCIC databases from a mobile device in the vehicle, in addition to viewing video from remote controlled cameras.

C. At times other than during such tours of duty, and at least twice during a patrol shift, at irregular intervals, a uniformed officer in a marked patrol car will make a tour of the Thousand Oaks property, and make face-to-face contact with the on duty Security Officer.

D. Thousand Oaks recognizes that there are times of emergency when the City may have to temporarily utilize the services of its assigned officers. The City agrees that in such event, the City will give Thousand

Oaks as much notice as necessary to alleviate any hardship on Thousand Oaks. Emergencies shall include but not be limited to hurricane preparation, rescue and recovery, civil disorders, and natural disasters.

4. City Responsibilities and Functions:

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

5. Coordination. Each Party shall designate, from time to time, an individual to serve as liaison for that party. The City Liaison Officer shall not hold a rank below Sergeant. Thousand Oaks' liaison official shall not hold a position below Homeowners Association Executive Board Member. If requested by Thousand Oaks and with 48 hours notice, the City Liaison Officer may attend local security meetings and attend local security committee meetings.

6. Payment. Thousand Oaks shall pay to the City, in exchange for the agreed upon

levels of services required hereunder, the quarterly sum as indicated on the payment schedule (Appendix 1), commencing on the Effective Date. It is important to note the actual amount of payment shall be determined and will reflect the actual salary and benefits of the uniformed patrol officers assigned to Thousand Oaks. The amount of the quarterly payment for this agreement will be adjusted to reflect salary adjustments in accordance with the IUPA Contract, or the City's in-force labor agreement. Any adjustments to the quarterly payment amount will be provided to Thousand Oaks, in writing, by the City.

7. Miscellaneous Provisions.

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

If to Thousand Oaks:

SEABREEZE MANAGEMENT COMPANY
c/o Ms. Linda Reavell
8259 North Military Trail
Palm Beach Gardens, Florida 33410
(561) 626-0917
(561) 626-7143 (Fax)

With a copy to:

Homeowners Association of Thousand Oaks
1007 Centerstone Lane
Riviera Beach, Florida 33404
ATTN: Brian Coulton-Edwards, Vice President, Board of Directors
(561) 827-5080
babje@comcast.net

If to City:

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

With a copy to:

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

- D. Nothing contained in this Agreement shall be construed to constitute a transfer of powers in any way whatsoever. This Agreement is solely an Agreement to provide services as authorized by Chapter 163, Florida Statutes. The City's and the Thousand Oaks governing bodies shall each retain all legislative authority with regard to their respective governing body. All of the privileges and immunities from liability, exemptions from

laws, ordinances and rules, and pensions and relief, disability, worker's compensation and other benefits which apply to the activity of officers, agents or employees of any public agency when performing their respective functions within the territorial limits for their respective agencies shall apply to the same degree and extent to the performance of such functions and duties of such officers, agents or employees extraterritorially under the provisions of any such Agreement.

- E. Nothing contained herein shall be deemed a limitation of the jurisdiction or law enforcement responsibilities of the City with respect to Thousand Oaks or Thousand Oaks property.
- F. This Agreement and any dispute, disagreement, or issue of construction, declaration or interpretation arising hereunder whether relating to its execution, its validity, the obligations provided herein, performance or breach shall be governed and interpreted according to laws of the State of Florida. Any and all action necessary to enforce the Agreement will be held in Palm Beach County, Florida. If any action whether in law, equity or otherwise is brought for the interpretation or enforcement of this Agreement, or because of an alleged dispute, breach, default or misrepresentation in connection with any provisions of this Agreement, the successful or prevailing party or parties shall be entitled to recover reasonable attorney's fees, court costs and all expenses (including taxes) even if not taxable as court costs (including, without limitation, all such fees, costs and expenses incident to appeals), incurred in that action or proceeding, in addition to any other relief to which such party or parties may be entitled, consistent with applicable state and federal law.
- G. No remedy herein conferred upon any party is intended to be exclusive of any other remedy, and each and every such remedy shall be cumulative and shall be in addition to every other remedy given hereunder or now or hereafter existing at law or in equity or by statute or otherwise. No single or partial exercise by any party of any right, power, or remedy hereunder

shall preclude any other or further exercise thereof.

- H. To the extent permitted by law, the City shall indemnify and hold Thousand Oaks harmless for any liability or causes of action for damages which may arise from the negligent acts or omissions of Riviera Beach employees in the performance of THIS Agreement, likewise, to the extent permitted by law, Thousand Oaks shall indemnify and hold the City harmless for any liability or causes of action for damages which may arise from the negligent acts or omissions of the Thousand Oaks employees in the performance of this Agreement, while assisting Riviera Beach Law Enforcement Personnel. Nothing in this provision shall be construed as consent by the City or by Thousand Oaks to be sued, nor as a waiver of sovereign immunity beyond the limits provided for in Section 768.28, Florida Statutes.
- I. Should any provision of this Agreement be declared invalid by a court of competent jurisdiction, same shall be deemed stricken here from and all other terms and conditions of this Agreement shall continue in full force and effect as if such invalid provision had never been made a part thereof.
- J. No delay by either party in enforcing any covenant or right hereunder shall be deemed a waiver of such covenant or right, and no waiver of any particular provision hereof shall be deemed a waiver of any other provision or a continuing waiver of such particular provision, and except as so expressly waived, all provisions hereof shall continue in full force and effect.
- K. This Agreement constitutes the entire understanding of the parties with respect to the provision of law enforcement personnel and equipment. It may not be modified, nor any of its provisions waived unless such modification and/or waiver is in writing and is agreed to and signed by both parties.

this 18 day of November, 2009.

ATTEST:

[Signature]
CARRIE E. WARD, MMC
CITY CLERK

CITY OF RIVIERA BEACH

[Signature]
THOMAS A. MASTERS
MAYOR

(CITY SEAL)

APPROVED AS TO FORM AND
LEGAL SUFFICIENCY

[Signature]
PAMALA H. RYAN,
CITY ATTORNEY

APPROVED AS TO TERMS AND
CONDITIONS

[Signature]
CLARENCE WILLIAMS,
POLICE CHIEF

DATED: 11/19/09

THOUSAND OAKS HOMEOWNERS
ASSOCIATION

BY: [Signature]
THOUSAND OAKS HOMEOWNERS
ASSOCIATION

ATTEST:

[Signature]
SECRETARY/TREASURER

APPROVED AS TO FORM AND
LEGAL SUFFICIENCY

By: [Signature]
THOUSAND OAKS HOMEOWNERS ASSOCIATION
CONSULTING ATTORNEY

DATED:

Oaks #1

Based on Average Pay Scale

Rate	Hours	Base Salary	Holiday Pay	Clothing	FICA	Life	Health/Dental	Retirement	Total Cost
<small>(per hour)</small>	<small>(hours per year)</small>	<small>(hours x rate)</small>	<small>(rate x 11 Holidays)</small>	<small>(\$5 x 52 weeks)</small>	<small>(Salary x .0765)</small>	<small>(flat rate)</small>	<small>(flat rate)</small>	<small>(34.52% of Salary)</small>	<small>(Excluding Overtime)</small>
22.73	2,080	47,287.97	2,750.89	708.00	3,617.53	156.00	8,834.00	16,323.81	79,678.19

Barr

Oaks #2

Based on Average Pay Scale

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

Lee

<i>Salary Cost</i>	\$169,682
<i>Grant Supplement</i>	\$25,000
<i>Total</i>	\$144,682
<i>Quarterly</i>	\$36,170

Payment Schedule

Payment #1	Amount	Period Covered	Date
1	\$36,170.42	Oct -Jan	30-Jan-10
2	\$36,170.42	Feb -May	31-May-10
3	\$36,170.42	June -Sept	30-Sep-10

RESOLUTION NO. 146-09

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 TO CONTINUE TO PROVIDE POLICE SERVICES TO THE RIVIERA BEACH COMMUNITY REDEVELOPMENT AGENCY (CRA); AUTHORIZING THE FINANCE DIRECTOR TO ACCEPT FOUR EQUAL PAYMENTS IN THE AMOUNT OF \$46,303.10 FOR THE 2010 FISCAL YEAR; AND PROVIDING AN EFFECTIVE DATE.

WHEREAS, there exists in the Riviera Beach Community Redevelopment Agency (CRA) a need for commissioned law enforcement presence differing in nature from the other areas of the City; and

WHEREAS, the CITY has developed an innovative crime prevention initiative that supports the mission of the CRA, and sustains property values in the CRA as the CRA is developed; and

WHEREAS, the CRA has agreed to support the crime prevention initiative by funding two (2) full-time uniformed police officers and one (1) code enforcement officer for the remainder of this fiscal year to be assigned to the CRA district for a reasonable fee; and

WHEREAS, in partnership with the CRA, the City of Riviera Beach is prepared to continue an agreement that provides police services specific to the needs of the CRA; and

WHEREAS, the CITY has initiated a Clean and Safe Program within the CRA Agency district to enhance the maintenance of physical improvements and security in the CRA area.

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

SECTION 1: The Mayor and City Clerk are authorized to execute an agreement with the Community Redevelopment Agency (CRA).

RESOLUTION NO. 146-09
PAGE 2

SECTION 2: The Finance Director is authorized to accept payments in the amount of \$46,303.10 quarterly for personnel and up to \$31,788 annually for special equipment for the 2010 fiscal year.

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

PASSED and APPROVED this _____ day of _____, 2009.

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RESOLUTION NO. 146-09
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: _____

SECONDED BY: _____

D. PARDO _____

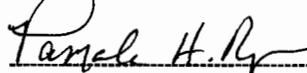
J. DAVIS _____

B. BROOKS _____

T. DAVIS _____

S. LOWE _____

REVIEWED AS TO LEGAL SUFFICIENCY



PAMALA HANNA RYAN, CITY ATTORNEY

DATE: 11/5/09

2/10/08
12/2/08

**INTERLOCAL AGREEMENT BETWEEN THE CITY OF RIVIERA BEACH AND
THE RIVIERA BEACH COMMUNITY REDEVELOPMENT AGENCY FOR
FUNDING OF THE PUBLIC SAFETY SERVICES**

THIS AGREEMENT is made this _____ day of _____ 2009,
by and between the **CITY OF RIVIERA BEACH**, a Florida municipal corporation,
(hereinafter referred to as "**CITY**"), and the **RIVIERA BEACH COMMUNITY
REDEVELOPMENT AGENCY**, (hereinafter referred to as the "**CRA**").

WITNESSETH:

WHEREAS, there exists in the CRA a need for commissioned law enforcement presence differing in nature from the other areas of the City; and

WHEREAS, the CITY is willing and able to provide this unique presence to the CRA district upon the terms set forth herein, which presence will benefit both the City and CRA; and

WHEREAS, the CITY will initiate a program within the CRA district to enhance the maintenance of physical improvements and security in the CRA area; and

WHEREAS, the CITY has developed an innovative crime prevention initiative that supports the mission of the CRA, and sustains property values in the CRA as the CRA is developed; and

WHEREAS, the CRA has agreed to support the crime prevention initiative by funding two (2) full-time uniformed police officers and one (1) code enforcement officer for the remainder of this fiscal year to be assigned to the CRA district.

NOW, THEREFORE, in consideration of the mutual covenants and promises herein contained, the parties hereby agree as follows:

1. Recitations. The recitations set forth above are hereby incorporated herein.
2. Term. Unless agreed by both parties in writing, and approved by their respective Boards, this Agreement shall expire at the end of the current fiscal year. The Effective Date of this Agreement shall be that date on which the last party has executed this Agreement.

3. Applicability The CRA hereby agrees to fund two (2) full-time uniformed police officers and one (1) code enforcement officer for the remainder of this fiscal year. Funding will be used to pay for personnel and fringe benefit costs, equipment costs, supplies and material costs, and repair parts.
4. Funding and Future Funding. The CRA agrees to fund two (2) full-time uniformed police officers and one (1) code enforcement officer for the remainder of this fiscal year. Payments will be made on a quarterly basis commencing upon the signing of this agreement. The parties acknowledge that while it is the CRA's intention to continue to provide funding for security in the future, the CRA shall be under no obligation to provide funds thereafter and such action shall be solely discretionary with its Board on an annual basis. Thereafter, in the event the CRA approves and budgets for the program in subsequent fiscal years, payments will continue to be made on a quarterly basis.
5. Services.
 - a. The City shall assign two (2) full-time uniformed police officers to CRA, providing forty (40) hours per week of full-time law enforcement presence, on a schedule to be mutually agreed upon by CRA and the City. An option for additional police officers can be made available upon the request of CRA, for an additional 40 hours per week of full-time law enforcement presence, on a schedule to be mutually agreed upon by CRA and the City, and become a permanent part of this agreement thereafter. Since an understanding of the CRA operations will enhance the benefit of the officers to the CRA area and the City, the City will attempt to assign an officer who has become familiar with those operations. The CRA, at its own expense, shall provide the necessary training required familiarizing the assigned officers with the CRA area and any other such training deemed necessary for the performance of said officers' duties in the CRA area. The City shall determine training requirements that exceed those required to maintain an employee's law enforcement certification. The City shall not be responsible for any overtime cost associated with said training. Without altering the Police Department's Chain of Command structure, officers assigned hereunder, shall prepare monthly reports of their activity and make said reports available to the CRA Executive Director or as designated by the Executive Director. The City, at its own expense, will provide to, and maintain for such officers, all such standard equipment as is provided to other City uniformed police officers, including without limitation, a City of Riviera Beach marked patrol car.

- b. Specialized equipment to include, but not limited to, laptop computers, Mesh Network broadband wireless mobile devices, and mobile video cameras. These non-standard equipment items can be used to access NCIC / FCIC databases from a mobile device in the vehicle, in addition to viewing video from remote controlled cameras.
- c. At times other than during such tours of duty, and at least twice during a patrol shift, at irregular intervals, a uniformed officer in a marked patrol car will make a tour of the CRA property, and make face-to-face contact with the Executive Director's office for special assignments deemed satisfactory under this agreement.
- d. The CRA recognizes that there are times of emergency when the City may have to temporarily utilize the services of its assigned officers. The City agrees that in such events, the City will give the CRA as much notice as necessary to alleviate any hardship on CRA. Emergencies shall include but not be limited to hurricane preparation, rescue and recovery, civil disorders, and natural disasters.

6. City Responsibilities and Functions:

- e. Make such detentions and arrests, and exercise all other powers as shall be within the authority of law enforcement personnel of the City of Riviera Beach.
- f. Respond to requests for assistance as requested by Security personnel.
- g. Summon such other County, State and Federal Law Enforcement, City and/or County EMS, Fire and other personnel and services, as circumstances shall require.
- h. As part of each of the officers' 40 hour work week as set forth above, each officer will provide a minimum of five (5) hours per week performing Community Policing activities and performing law enforcement duties specific to CRA.
- i. Notify the on-duty security officer concerning security and law enforcement matters related to the CRA property and persons thereon, and provide copies of reports of incidents occurring on CRA property to the designated representative, in addition to satisfying any other requirements of the City.
- j. Enforce parking and traffic regulations within the CRA area.

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

8. Payment. The CRA shall pay to the City, in exchange for the agreed upon levels of services required hereunder, the quarterly sum as indicated on the payment schedule (Appendix 1), commencing on the Effective Date. It is important to note the actual amount of payment shall be determined and will reflect the actual salary and benefits of the uniformed patrol officers assigned to the CRA. The amount of the quarterly payment for this agreement will be adjusted to reflect salary adjustments in accordance with the IUPA Contract, or the City's in-force labor agreement. Any adjustments to the quarterly payment amount will be provided to the CRA in writing, by the City.
9. Miscellaneous Provisions.
- a. The Agreement may be terminated by either party with sixty (60) days prior written notice. In the event that the agreement is terminated for any reason whatsoever, the City shall be entitled to payment on a prorata basis up to and including the termination date.
 - b. No employee of either party to this Agreement shall perform any function or service which is not within the employee's scope of duties as defined or determined by that employee's employer (Appendix 2). The Chief of Police will determine those areas that exceed federal, state, and local requirements defining and limiting a law enforcement officer's scope of responsibility.
 - c. All notices required in this Agreement shall be sent to the parties at the following addresses, by certified mail, facsimile or hand delivery:

If to Riviera Beach Community Redevelopment Agency:

Scott Evans, Interim Executive Director
Riviera Beach Community Redevelopment Agency
2001 Broadway, Ste. 300
Riviera Beach, Florida 33404
(561) 844-3408

If to City:

Ruth Jones, City Manager
City of Riviera Beach
600 West Blue Heron Blvd.
Riviera Beach, FL 33404
(561) 840-4010 (gshuttlesworth@rivierabch.com)

With a copy to:

Pamala Ryan, Esq.
City Attorney
City of Riviera Beach
600 West Blue Heron Blvd.
Riviera Beach, FL 33404
(561) 845-4068 (pryan@rivierabch.com)

- d. Nothing contained in this Agreement shall be construed to constitute a transfer of powers in any way whatsoever. This Agreement is solely an Agreement to provide services as authorized by Chapter 163, Florida Statutes. The City's and the CRA's governing bodies shall each retain all legislative authority with regard to their respective governing body. All of the privileges and immunities from liability, exemptions from laws, ordinances and rules, and pensions and relief, disability, worker's compensation and other benefits which apply to the activity of officers, agents or employees of any public agency when performing their respective functions within the territorial limits for their respective agencies shall apply to the same degree and extent to the performance of such functions and duties of such officers, agents or employees extraterritorially under the provisions of any such Agreement.
- e. Nothing contained herein shall be deemed a limitation of the jurisdiction or law enforcement responsibilities of the City with respect to the CRA or CRA's property.
- f. This Agreement and any dispute, disagreement, or issue of construction, declaration or interpretation arising hereunder whether relating to its execution, its validity, the obligations provided herein, performance or breach shall be governed and interpreted according to laws of the State of Florida. Any and all action necessary to enforce the Agreement will be held in Palm Beach County, Florida. If any action, whether in law, equity or otherwise, is brought for the interpretation or enforcement of this Agreement, or because of an alleged dispute, breach, default or misrepresentation in connection with any provisions of this Agreement, the successful or prevailing party or parties shall be entitled to recover reasonable attorney's fees, court costs and all expenses (including taxes) even if not taxable as court costs (including, without limitation, all such fees, costs and expenses incident to appeals), incurred in that action or proceeding, in addition to any other relief to which such party or parties may be entitled, consistent with applicable state and federal law.
- g. No remedy herein conferred upon any party is intended to be exclusive of any other remedy, and each and every such remedy shall be cumulative and shall be in addition to every other remedy

given hereunder or now or hereafter existing at law or in equity or by statute or otherwise. No single or partial exercise by any party of any right, power, or remedy hereunder shall preclude any other or further exercise thereof.

- h. To the extent permitted by law, the City shall indemnify and hold CRA harmless for any liability or causes of action for damages which may arise from the negligent acts or omissions of Riviera Beach employees in the performance of THIS Agreement, likewise, to the extent permitted by law, CRA shall indemnify and hold the City harmless for any liability or causes of action for damages which may arise from the negligent acts or omissions of the CRA employees in the performance of this Agreement, while assisting Riviera Beach Law Enforcement Personnel. Nothing in this provision shall be construed as consent by the City or by CRA to be sued, nor as a waiver of sovereign immunity beyond the limits provided for in Section 768.28, Florida Statutes.
- i. Should any provision of this Agreement be declared invalid by a court of competent jurisdiction, same shall be deemed stricken here from and all other terms and conditions of this Agreement shall continue in full force and effect as if such invalid provision had never been made a part thereof.
- j. No delay by either party in enforcing any covenant or right hereunder shall be deemed a waiver of such covenant or right, and no waiver of any particular provision hereof shall be deemed a waiver of any other provision or a continuing waiver of such particular provision, and except as so expressly waived, all provisions hereof shall continue in full force and effect.
- k. This Agreement constitutes the entire understanding of the parties with respect to the provision of law enforcement personnel and equipment. It may not be modified, nor any of its provisions waived unless such modification and/or waiver is in writing and is agreed to and signed by both parties.

10. Agreement to be Recorded. This Inter-local Agreement shall be filed pursuant to the requirements of Section 163.01 (11) of the Florida Statutes.

11. Modifications. No prior or present agreements or representations with regard to any subject matter contained within the Agreement shall be binding in any party unless included expressly in this Agreement. Any modification to this Agreement shall be in writing and executed by the parties.

12. Severability. The validity of any portion, article, paragraph, provision, clause, or any portion thereof of this Agreement shall have no force and effect upon the validity of any other part of portion hereof.

13. Governing Law. This agreement shall be governed by and in accordance with the Laws of Florida. The venue for any action arising from this Agreement shall be in Palm Beach County, Florida.
14. Assignment. Neither the CITY nor the CRA shall assign or transfer any rights or interest in this Agreement.
15. Effective Date. This Agreement shall not be valid until signed by the Mayor and the City Clerk, and shall be effective through the remainder of the current fiscal year, and thereafter on an annual basis, unless otherwise mutually terminated or amended.

IN WITNESS WHEREOF, the parties have hereto set their hands and seals this _____ day of _____, 2009.

ATTEST:

CITY OF RIVIERA BEACH

CARRIE E. WARD, MMC
CITY CLERK

THOMAS A. MASTERS
MAYOR

(CITY SEAL)

APPROVED AS TO FORM AND
LEGAL SUFFICIENCY

APPROVED AS TO TERMS AND
CONDITIONS



PAMALA H. RYAN
CITY ATTORNEY

CLARENCE WILLIAMS
POLICE CHIEF

DATED: 11/10/09

RIVIERA BEACH COMMUNITY
DEVELOPMENT AGENCY

SCOTT EVANS
INTERIM EXECUTIVE DIRECTOR

ATTEST:

RIVIERA BEACH COMMUNITY REDEVELOPMENT AGENCY
CLERK

APPROVED AS TO FORM AND
LEGAL SUFFICIENCY

By: _____
RIVIERA BEACH COMMUNITY REDEVELOPMENT AGENCY
CONSULTING ATTORNEY

DATED:

CRA #1

Based on Average Pay Scale

Rate <small>(per hour)</small>	Hours <small>(hours per year)</small>	Base Salary <small>(hours x rate)</small>	Holiday Pay <small>(rate x 11 Holidays)</small>	Clothing <small>(\$5 x 52 weeks)</small>	FICA <small>(Salary x .0765)</small>	Life <small>(flat rate)</small>	Health/Dental <small>(flat rate)</small>	Retirement <small>(34.52% of Salary)</small>	Total Cost <small>(Excluding Overtime)</small>
19.14	2,080	39,815.98			3,045.92	156.00	8,834.00	13,744.48	65,596.38

Spence

CRA #2

Based on Average Pay Scale

Rate <small>(per hour)</small>	Hours <small>(hours per year)</small>	Base Salary <small>(hours x rate)</small>	Holiday Pay <small>(rate x 11 Holidays)</small>	Clothing <small>(\$5 x 52 weeks)</small>	FICA <small>(Salary x .0765)</small>	Life <small>(flat rate)</small>	Health/Dental <small>(flat rate)</small>	Retirement <small>(34.52% of Salary)</small>	Total Cost <small>(Excluding Overtime)</small>
19.14	2,080	39,815.98			3,045.92	156.00	8,834.00	13,744.48	65,596.38

Hines

CE #1

Based on Average Pay Scale

Rate <small>(per hour)</small>	Hours <small>(hours per year)</small>	Base Salary <small>(hours x rate)</small>	Holiday Pay <small>(rate x 11 Holidays)</small>	Clothing <small>(\$5 x 52 weeks)</small>	FICA <small>(Salary x .0765)</small>	Life <small>(flat rate)</small>	Health/Dental <small>(flat rate)</small>	Retirement <small>(18% of Salary)</small>	Total Cost <small>(Excluding Overtime)</small>
17.23	2,080	35,837.36			2,741.56	156.00	8,834.00	6,450.72	54,019.64

Washington

Payment Schedule

Salary Cost \$185,212
 Quarterly \$46,303

Payment #1	Amount	Period Covered	Date
1	\$46,303.10	Oct -Jan	30-Jan-10
2	\$46,303.10	Feb -May	31-May-10
3	\$46,303.10	June -Sept	30-Sep-10

RESOLUTION NO. 147-09

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 EMERGENCY SERVICES AGREEMENT FOR MUTUAL ASSISTANCE, AUTOMATIC AID, AND DISPATCH SERVICES BETWEEN THE CITY OF RIVIERA BEACH AND PALM BEACH COUNTY FOR THE PROVISION OF FIRE AND EMERGENCY MEDICAL DISPATCH SERVICES; AND PROVIDING AN EFFECTIVE DATE.

WHEREAS, Section 163.01, Florida Statutes, allows governmental units to make the most use of their powers by enabling them to cooperate with other municipalities on a basis of mutual advantage; and

WHEREAS, it is deemed mutually advantageous for the City of Riviera Beach and Palm Beach County to enter into an agreement providing mutual assistance/automatic aid in time of emergency where the need created may be too great for either party to deal with unassisted or where the closest unit response is agreeable and in the public interest; and

WHEREAS, the County has approved funding from county-wide ad valorem tax revenues for county-wide common fire rescue dispatch services to be offered and provided by Palm Beach County Fire Rescue to any Fire Rescue provider in Palm Beach County; and

WHEREAS, the City of Riviera Beach is requesting to execute an agreement to utilize fire rescue dispatching services that will provide a real and substantial benefit to the residents and property in the City of Riviera Beach.

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

Section 1: The Mayor and City Clerk are authorized to execute a ten (10) year Emergency Services Agreement for Mutual Assistance, Automatic Aid and Dispatch Services with Palm Beach County as made a part of this resolution.

Section 2: This Resolution shall become effective upon its passage by City Council.

RESOLUTION NO. 147-09
PAGE 2

PASSED and APPROVED this 18 day of November, 2009.

APPROVED:

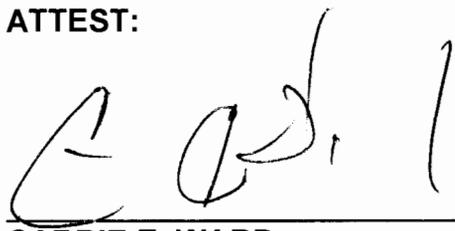

THOMAS A. MASTERS
MAYOR


DAWN S. PARDO
CHAIRPERSON

(MUNICIPAL SEAL)

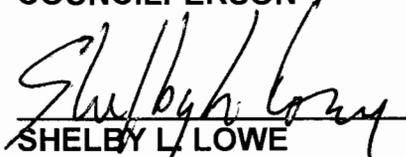

JUDY L. DAVIS
CHAIR PRO TEM

ATTEST:


CARRIE E. WARD,
MASTER MUNICIPAL CLERK
CITY CLERK


BILLIE E. BROOKS
COUNCILPERSON


TONYA DAVIS JOHNSON
COUNCILPERSON


SHELBY L. LOWE
COUNCILPERSON

MOTIONED BY: J. DAVIS

SECONDED BY: T. DAVIS-JOHNSON

B. BROOKS: ABSENT

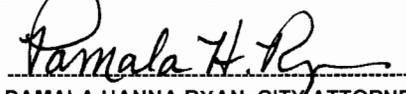
J. DAVIS: AYE

T. JOHNSON: AYE

D. PARDO: AYE

S. LOWE: AYE

REVIEWED AS TO LEGAL SUFFICIENCY


PAMALA HANNA RYAN, CITY ATTORNEY

Date: 11/5/09

**EMERGENCY SERVICES AGREEMENT
FOR MUTUAL ASSISTANCE, AUTOMATIC AID, AND DISPATCH SERVICES
BETWEEN
PALM BEACH COUNTY AND THE CITY OF RIVIERA BEACH**

THIS AGREEMENT is made and entered into this 18 day of November, 2009, by and between PALM BEACH COUNTY, FLORIDA, a political subdivision of the State of Florida (hereinafter the "County"), by and through its Board of County Commissioners and the City of Riviera Beach, a Florida municipal corporation located in Palm Beach County, Florida (hereinafter the "City").

WHEREAS, Section 163.01, Florida Statutes, known as the "Florida Interlocal Cooperation Act of 1969," authorizes local governments to make the most efficient use of their power by enabling them to cooperate with other localities on a basis of mutual advantage and thereby to provide services and facilities that will harmonize geographic, economic, population and other factors influencing the needs and development of local communities.

WHEREAS, each of the parties to this Agreement presently maintains a fire-rescue department with fire rescue equipment, fire fighting personnel, emergency medical equipment, emergency medical personnel, and other emergency capabilities; and

WHEREAS, it is deemed mutually advantageous to enter into this Agreement providing for mutual assistance/automatic aid in times of emergency where the need created may be too great for either party to deal with unassisted or where a closest unit response is agreeable and in the public interest; and

WHEREAS, the County has approved funding from countywide revenues for countywide common fire-rescue dispatch services (hereinafter "Countywide Common Dispatch" or "Common Dispatch") to be offered and provided by Palm Beach County Fire-Rescue to any fire-rescue providers in Palm Beach County that desire said services from the County, including the City; and

WHEREAS, the Countywide Common Dispatch program will provide a real and substantial benefit to the residents and property throughout Palm Beach County, including the residents and property within the City. This real and substantial benefit includes, but is not limited to, the ability to implement a closest unit response system; a more efficient deployment of mutual aid resources; enhanced emergency and disaster coordination between service providers; a more consistent recording and tracking of response time elements; and the ability to avoid confusion in dispatching calls received from mixed service areas with complex jurisdictional boundaries.

WHEREAS, the City and County desire to enter into this Agreement as a means to further enhance the fire-rescue services that they currently provide within their respective jurisdictions.

NOW, THEREFORE, in consideration of the terms and conditions set forth herein and the benefits following from each to the other, the County and the City do hereby agree as follows:

ARTICLE I: MUTUAL ASSISTANCE AND AUTOMATIC AID

Section 1. Request for Aid/Assistance: The County and the City agree to provide emergency mutual assistance and automatic aid to each other for Fire Suppression, Emergency Medical Services, and Technical Rescue, within the terms and conditions set forth by this Agreement, and to formulate automatic aid plans and procedures under Section 2 of this Article. The assistance/automatic aid provided for by this Agreement shall extend to areas served by the parties through service agreements. Emergency mutual assistance/automatic aid will be given when properly requested unless the party from whom assistance is requested determines in accordance with Section 4 of this Article that it is unable to respond. The party requesting aid and/or assistance shall provide the following information at the time the request is made:

- a. The type and quantity of equipment and/or personnel needed; and
- b. The name and rank of the person making the request.

All requests shall be directed through the County's emergency communications center. The following officials of the participating parties are authorized to request aid and assistance under this Agreement: the respective Fire Chiefs, Assistant or Deputy Fire Chiefs, or Incident Commanders.

Section 2. Command Authority: In the event of an emergency which requires additional assistance, the Fire Chief of the jurisdiction in which the incident is located, or in his absence, the Assistant or Deputy Fire Chief or the Incident Commander, will direct the activities at the scene where the emergency exists, but personnel responding to the call will remain under the command of their own officers at all times. Each party shall retain control over its personnel and the rendition of services, standards of performance, discipline of officers and employees, and other matters incidental to the performance of services. Each party authorizes its Fire Chief or his designee to meet with the other party's Fire Chief or his designee and develop automatic aid/closest unit response plans and procedures, including but not limited to details regarding areas to be serviced and type and/or level of

response, when the Fire Chiefs have determined that improved response times or other forms of efficiency within their respective jurisdictions and/or service areas may be achieved. Such automatic aid/closest unit response plans and procedures shall be set forth in a Letter(s) of Understanding between the Fire Chiefs, and the Fire Chiefs are hereby authorized to enter into and amend said Letter(s) of Understanding on behalf of their respective parties, consistent with this Agreement and policies and procedures, if any, of the respective parties. The Fire Chiefs are also authorized to promulgate necessary administrative regulations and orders to implement and administer these plans and procedures.

Section 3. Remuneration: All costs associated with providing mutual assistance/automatic aid services under this Agreement shall be the responsibility of the agency rendering aid/assistance. Neither agency specified here shall seek reimbursement of costs associated with the rendering of mutual assistance/automatic aid services from the other agency.

The parties further agree that the agency rendering aid/assistance may request reimbursement for any expenditure of goods or services directly from the persons, parties, or company involved in, causing, or responsible for, the incident at the sole discretion of the agency rendering aid or assistance. The agency rendering aid/assistance for emergency medical services that requires transport service may request reimbursement for the transport service from the patient. The agency rendering service will handle insurance claims and collection in accordance with their policies and procedures and shall be in accordance with the latest Federal Medicare guidelines, if applicable.

If the rendering agency invoices the responsible party for the incident for reimbursement of the goods and services provided, a copy of such invoice shall be forwarded to the requesting agency as a matter of courtesy, provided however that the parties will not be required to provide copies of transport fee invoices to the other party and shall not otherwise use or disclose Protected Health Information ("PHI") or Electronic Protected Health Information ("e-PHI") except as permitted by the Health Insurance Portability and Accountability Act ("HIPAA"), the regulations promulgated thereunder, and any other applicable laws and regulations, all as may be amended from time to time.

Section 4. Ability to Respond: Each party may refuse to respond to a request for aid/assistance in the event it does not have the required equipment or manpower available or if, in its sole judgment, compliance with the request would jeopardize the protection of its own jurisdiction or personnel. Notwithstanding anything herein that may be construed to the contrary, the parties understand and agree that it is not the intention of the parties to subsidize the normal day-to-day

operations or shortages in staffing or equipment of the other party and that the mutual assistance/automatic aid provided hereunder is intended to be mutual in nature.

ARTICLE II: COMMON DISPATCH

Section 1. Common Dispatch: The City shall be included within the Countywide Common Dispatch program implemented by the County. The County (through its Fire-Rescue Department) will provide the necessary equipment and services to implement and provide Common Dispatch and related communication services for the City as detailed herein. Each party hereby authorizes its Fire Chief or his designee to meet with the other party’s Fire Chief or his designee to develop Common Dispatch plans and procedures, including but not limited to a list of necessary equipment, a time-line for Common Dispatch implementation, geographical response boundaries, and other operational details. These plans and procedures shall be set forth in a Letter(s) of Understanding between the Fire Chiefs, and the Fire Chiefs are hereby authorized to enter into and amend such Letter(s) of Understanding on behalf of their respective parties, consistent with this Agreement and policies and procedures, if any, of the respective parties. The Fire Chiefs are also authorized to promulgate necessary administrative regulations and orders to implement and administer these plans and procedures. The Letter(s) of Understanding shall specifically identify the City’s level of participation in the Countywide Common Dispatch program, the equipment that will be provided by the County to the City for its use in implementing the dispatch services provided by County hereunder (hereinafter the “Equipment”), and a time-line for Common Dispatch implementation. The County shall maintain ownership of all said Equipment.

Section 2: City Responsibilities:

The City agrees:

- A To maintain a Common Dispatch Letter of Understanding between the parties’ Fire Chiefs as discussed above.
- B. To adopt dispatch protocols mutually agreed upon in the Letter of Understanding referenced in Article II, Section 1.
- C. To review response protocols every twelve (12) months.
- D. To transfer to County all 911 calls received by the City’s Public Service Answering Point (PSAP) as soon as the need for fire-rescue services is identified.
- E. To use the Equipment provided by the County to implement the dispatch services provided by

the County hereunder.

- F. To notify the County in writing if any Equipment is lost, stolen or destroyed beyond repair.
- G. To reimburse the County for any Equipment that is lost, stolen or destroyed beyond repair.
- H. To notify the County and provide the County access to all Equipment requiring maintenance or repair.
- I. To promptly return all Equipment provided by County upon expiration or earlier termination of this Agreement.
- J. To certify the accuracy of City street addressing included in County database and on a continuing basis promptly notify the County of any necessary changes/updates to the street addressing database.
- K. To assist the County in the annual fixed asset inventory identification process.

Section 3: County Responsibilities:

The County agrees:

- A. To receive and dispatch in a timely manner all emergency calls for fire-rescue services received from the City's PSAP.
- B. To document unit times (e.g. response time, arrival at scene) in accordance with the standards adopted and established by the Countywide Level of Service Committee.
- C. To provide communication support for all emergency fire-rescue incidents.
- D. To provide for City's use the Equipment necessary to implement Common Dispatch services to the City.
- E. To provide maintenance and repair to dispatch related Equipment provided to the City by the County.
- F. To replace any Equipment that is lost, stolen or destroyed beyond repair.
- G. The commencement date for each of the County's responsibilities, as set forth in paragraphs A-F of this Section, shall be identified in the time-line set forth in the Letter of Understanding between the Fire Chiefs.

ARTICLE III: GENERAL CONTRACT TERMS

Section 1. Preambles: The facts set forth in the preambles to this Agreement are true and correct and are hereby reaffirmed by the parties.

Section 2. Representative and Contract Monitor: The County representative and contract

monitor during the performance of this Agreement shall be the Fire Chief, whose telephone number is (561) 616-7001. The City representative and contract monitor during the performance of this Agreement shall be the Fire Chief, whose telephone number is (561) 845-4104.

Section 3. Employee Functions: No employee of either party to this Agreement shall perform any function, or service which is not within the employee's scope of duties as defined or determined by the employee's employer.

Section 4. Employee Claims, Benefits, etc.: No employee, officer, or agent of either party shall, in connection with this Agreement or the performance of services and functions hereunder, have a right to or claim any pension, workers' compensation, unemployment compensation, civil service, or other employee rights, privileges, or benefits granted by operation of law or otherwise except through and against the entity by whom they are employed. No employee of either party shall be deemed the employee of the other, for any purpose, during the performance of services hereunder.

Section 5. No Assumption of Liability: Neither party to this Agreement nor their respective officers or employees shall be deemed to have assumed any liability for the negligent or wrongful acts or omissions of the other. Further, nothing herein shall be construed as a waiver of sovereign immunity.

Section 6. Liability for Injury: All the privileges and immunities from liability, exemptions from law, ordinance and rules, and all pensions and relief, disability, workers' compensation and other benefits which apply to the activity of the officers or employees of either party when performing their respective functions, within the territorial limits for their respective agencies, shall apply to the same degree and extent to the performance of such functions and duties extraterritorially. Liability for injury to personnel, and for loss or damage of equipment, shall be borne by the party employing such personnel, and owning or possessing such equipment.

Section 7. Indemnification: Each party shall be liable for its own actions and negligence and, to the extent permitted by law, County shall indemnify, defend and hold harmless the City against any actions, claims or damages arising out of County's negligence in connection with this Agreement and the City shall indemnify, defend and hold harmless the County against any actions, claims or damages arising out of the City's negligence in connection with this Agreement. The foregoing indemnification shall not constitute a waiver of sovereign immunity beyond the limits set forth in Florida Statutes, Section 768.28, nor shall the same be construed to constitute agreement by either party to indemnify the other party for such other party's negligent, willful or intentional acts or

omissions.

Section 8. Effective Date and Term: This Agreement shall take effect upon execution by both parties and will remain in full force and effect through September 30, 2019, unless sooner terminated as provided herein.

Section 9. Notice of Termination: Either party to this Agreement may, upon ninety (90) days prior written notice to the other, terminate this Agreement for any reason or for no reason at all.

Section 10. Capital Improvement Plans: Both parties to this Agreement, on an annual basis, shall exchange Capital Improvement Plans indicating projected location(s) and anticipated time frames for construction of future fire stations within their respective jurisdictions and/or service areas. It is understood that these plans may be modified subsequent to submission and said plans are subject to subsequent funding allocations and approvals.

Section 11. Assignment of Rights: Neither party shall assign, transfer or convey, in whole or in part, its rights, duties, or obligations without the prior written consent of the other.

Section 12. Modification and Amendment: No modification, amendment, or alteration in the terms or conditions of this Agreement shall be effective unless contained in a written document executed with the same formality and equality of dignity herewith.

Section 13. Entirety of Agreement: This Agreement represents the entire understanding of the parties and supersedes all other negotiations, representations, or agreements, either written or oral, relating to this Agreement.

Section 14. Equal Opportunity: Each party represents and warrants that it will not discriminate in the performance of services hereunder and that its employees and members of the general public benefitting from services hereunder will be treated equally and without regard to race, sex, sexual orientation, gender identity or expression, color, religion, disability, age, marital status, familial status, national origin or ancestry.

Section 15. Annual Appropriations: Each party's performance and obligation under this Agreement is contingent upon an annual budgetary appropriation by its respective governing body for

the purposes hereunder.

Section 16. Remedies: This Agreement shall be construed by and governed by the laws of the State of Florida. Any and all legal action necessary to enforce the Agreement will be held in Palm Beach County. No remedy herein conferred upon any party is intended to be exclusive of any other remedy and each and every 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.

Section 17. Records: Each party shall maintain all records pertaining to the services delivered under this Agreement for a period of at least three (3) years. Each party shall maintain records associated with this Agreement, including, but not limited to, all accounts, financial and technical records, research or reports, in accordance with Florida law.

Section 18. Joint Preparation: The preparation of this Agreement has been a joint effort of the parties, and the resulting document shall not, solely or as a matter of judicial constraint, be construed more severely against one of the parties than the other.

Section 19. Notice of Suits: Each party agrees to notify the other of any claim, or the initiation of any legal proceeding against it, which relates in any manner to the services provided by the other party. Each party will cooperate with the other in the defense of any suit or action arising out of, or related to, the services rendered under this Agreement.

Section 20. Notices: All written notices required under this Agreement shall be sent by certified mail, return receipt requested, and if sent to the County shall be mailed to:

Palm Beach County Fire Rescue
Fire Rescue Administrator
405 Pike Road
West Palm Beach, FL 33411

and if sent to the City shall be mailed to:

City of Riviera Beach Fire Department
Fire Chief
600 West Blue Heron Boulevard
Riviera Beach, FL 33404

Each party may change its address upon notice to the other.

Section 21. Captions: The captions and section designations herein set forth are for convenience only and shall have no substantive meaning.

Section 22. Filing: A copy of this Agreement shall be filed with the Clerk of the Circuit Court in and for Palm Beach County.

Section 23. Enforcement Costs: Any costs or expenses (including reasonable attorney's fees) associated with the enforcement of the terms and conditions of this Agreement shall be borne by the respective parties; provided, however, that this clause pertains only to the parties to this agreement.

Section 24. Delegation of Duty: Nothing contained herein shall be deemed to authorize the delegation of the constitutional or statutory duties of state, county, or City officers.

Section 25. HIPAA Compliance: Both parties acknowledge and agree that their respective fire-rescue departments are covered entities under the Health Insurance Portability and Accountability Act ("HIPAA") and therefore are bound by the provisions of HIPAA and the regulations promulgated thereunder (including the privacy and security rules), all as may be amended from time to time. Should any provision of this Agreement be determined to be inconsistent with the requirements of HIPAA and/or the regulations promulgated thereunder, then the parties shall promptly amend such provision as necessary to comply with HIPAA and its regulations.

Section 26. Severability: 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.

Section 27. Survivability: Any provision of this Agreement that is of a continuing nature, or which by its language or nature imposes an obligation or right that extends beyond the term of this Agreement, shall survive the expiration or earlier termination of this Agreement.

Section 28. Termination of Existing Agreements

The Emergency Services Agreement for Mutual Assistance and Automatic Aid between the parties effective October 1, 2009 (Contract No. R2009-1534) is hereby terminated as of the effective date of this Agreement. Notwithstanding anything herein to the contrary, the existing Letters of Understanding, entered into between the Fire Chiefs pursuant to Contract No. R2009-1534, that are in effect prior to the effectiveness of this Agreement shall be deemed to be renewed by the parties' Fire Chiefs upon the effectiveness of this Agreement. Said Letters of Understanding shall remain in effect until amended or rescinded by the parties' Fire Chiefs.

Section 29: Conflict Resolution

Any dispute or conflict between the parties that arises from the provision of services under this Agreement shall be presented in writing to the respective Contract Monitors. The Contract Monitors shall then meet to discuss the disputed issues and attempt in good faith to resolve the dispute or conflict prior to either party initiating the intergovernmental conflict resolution process provided for by Chapter 164, Florida Statutes.

Section 30: None of the provisions of this Agreement shall be construed to create any third-party beneficiary or to otherwise give any enforceable rights or benefits to any one other than the parties to this Agreement.

[REMAINDER OF PAGE INTENTIONALLY LEFT BLANK]

IN WITNESS WHEREOF, the undersigned parties have caused these presents to be signed by their duly authorized officers on the day and year first written above.

ATTEST:
SHARON R. BOCK,
Clerk & Comptroller

**PALM BEACH COUNTY, FLORIDA BY ITS
BOARD OF COUNTY COMMISSIONERS**

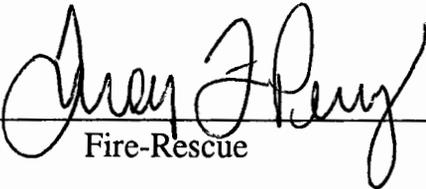
By: _____
Deputy Clerk

By: _____
John F. Koons, Chairman

**APPROVED AS TO FORM AND
LEGAL SUFFICIENCY**

**APPROVED AS TO TERMS AND
CONDITIONS**

By: _____
County Attorney

By:  _____
Fire-Rescue

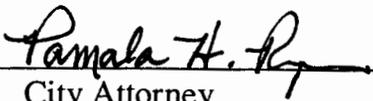
ATTEST:

CITY OF RIVIERA BEACH, FLORIDA

By:  _____
City Clerk
CARRIE E. WARD

By: _____
Thomas Masters, Mayor

**APPROVED AS TO FORM AND
LEGAL SUFFICIENCY**

By:  _____
City Attorney

RESOLUTION NO. 148-09

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF RIVIERA BEACH, PALM BEACH COUNTY, FLORIDA, AUTHORIZING THE CITY MANAGER AND CITY CLERK TO EXECUTE THE 2008-2009 BARGAINING AGREEMENT COMMENCING OCTOBER 1, 2008 TO SEPTEMBER 30, 2009 BETWEEN THE CITY OF RIVIERA BEACH AND THE INTERNATIONAL UNION OF POLICE ASSOCIATION (IUPA) AN ORGANIZATION REPRESENTING THE POLICE LIEUTENANTS OF THE CITY OF RIVIERA BEACH; THE FINANCE DIRECTOR IS AUTHORIZED TO APPROPRIATE \$22,043 FROM GENERAL FUND FUND BALANCE AND TRANSFER TO THE POLICE DEPARTMENT VARIOUS RELATED SALARY ACCOUNTS; PROVIDING FOR AN EFFECTIVE DATE.

WHEREAS, the City of Riviera Beach has a Collective Bargaining Agreement between the International Union of Police Association (IUPA), an organization representing the Police Lieutenants of the City of Riviera Beach; and

WHEREAS, both parties have agreed through union negotiations to make changes to various articles in the bargaining agreement; and

WHEREAS, the language in the attached articles are deleted by strikethrough and the newly proposed language underscored; and

WHEREAS, all other contract articles will remain the same; and

WHEREAS, the Bargaining Agreement shall be in effect for a period of one (1) year; and

WHEREAS, a three percent (3%) increase was included in the adopted budget for Fiscal year 2008-2009.

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

RESOLUTION NO. 148-09
PAGE 2

SECTION 1. That the City Manager and City Clerk are authorized to execute the collective bargaining agreement between the City of Riviera Beach and the International Union of Police Association (IUPA), that represents the Police Lieutenants of the City.

SECTION 2. That the Finance Director is authorized to appropriate \$22,043 from General Fund Balance account and transfer said amount to the Police Department's various related Salary Accounts.

SECTION 3. That this Resolution shall take effect retroactive to October 1, 2008 upon passage and approval by City Council.

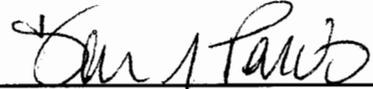
PASSED AND APPROVED this 18TH day of NOVEMBER, 2009.

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APPROVED:



THOMAS A. MASTERS
MAYOR

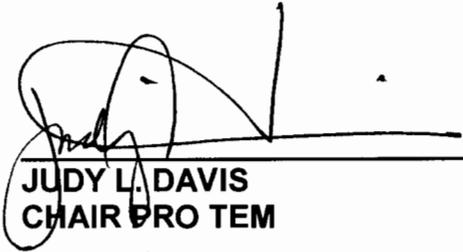


DAWN S. PARDO
CHAIRPERSON

ATTEST:



CARRIE E. WARD
MASTER MUNICIPAL CLERK
CITY CLERK



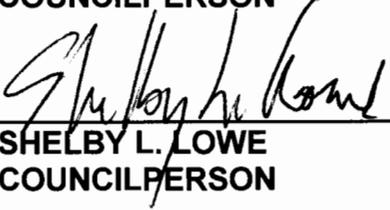
JUDY L. DAVIS
CHAIR PRO TEM



BILLIE E. BROOKS
COUNCILPERSON



TONYA DAVIS JOHNSON
COUNCILPERSON



SHELBY L. LOWE
COUNCILPERSON

MOTIONED BY: J. DAVIS

SECONDED BY: S. LOWE

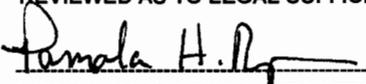
D.PARDO AYE

J. DAVIS AYE

B.BROOKS ABSENT

T. JOHNSON AYE

S. LOWE AYE

REVIEWED AS TO LEGAL SUFFICIENCY


PAMALA HANNA RYAN, CITY ATTORNEY

DATE: 11/10/09

ARTICLE 50: EDUCATION INCENTIVE

Upon ratification of this Article, all employees who take approved course work related to their job or leading to a degree relating to their job, and achieve a grade of "A" in either under-graduate or graduate work, shall be entitled to a refund of one hundred percent (100%) of tuition costs, upon completion of the course. Employees who achieve a grade of "B" shall be entitled to a refund of seventy-five percent (75%) of tuition costs, upon completion of the course. Employees who achieve a grade of "C" shall be entitled to a refund of fifty percent (50%) of tuition costs. Education reimbursement shall be limited to 18 semester hours per calendar year (January - December) per employee. Reimbursement shall be based upon current state community college or state university tuition rate.

If an employee receiving benefits under this Article, does not continued their employment for a period of at least twenty-four (24) months after last date of refund, the employee shall reimburse the City the total monies expended by the City on the employee's behalf. This reimbursement shall occur through deduction from any final pay to which the employee is entitled, or by such other means as may be necessary to recover the sum.

The Director of Human Resources shall, after consultation with the Department Head, determine whether or not the courses are approved.

Agreed on this 18 day of November, 2000, by and between the respective parties through an authorized representative or representatives of the International Union of Police Association and by the City of Riviera Beach.

WITNESSES:

J. J. Collett
PRESIDENT
Sgt. Peter Modica
[Signature]

CITY'S LABOR ATTORNEY

INTERNATIONAL UNION OF POLICE ASSOCIATION

[Signature]
for GENERAL COUNSEL

CITY OF RIVIERA BEACH

[Signature]
CITY MANAGER

ATTEST:

[Signature]
CARRIE E. WARD
MASTER MUNICIPAL CLERK
CITY CLERK

AGREEMENT BETWEEN
THE CITY OF RIVIERA BEACH, FLORIDA

AND

INTERNATIONAL UNION OF POLICE

ASSOCIATION

FOR POLICE LIEUTENANTS

CONTRACT YEAR OCTOBER 1, 2008

THROUGH

SEPTEMBER 30, 2009

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PREAMBLE

This contract, entered into by the City of Riviera Beach, Florida hereinafter referred to as the "City", and International Union of Police Association, hereinafter referred to as the I.U.P.A., Employee Organization or Union, has as its purpose:

(1) The promotion of harmonious relationships between the City and the I.U.P.A.

(2) The establishment of an equitable and peaceful procedure for the resolution of differences, and

(3) The establishment of rates of pay, hours of work and other conditions of employment.

Therefore, the Parties mutually and in good faith agree to the following:

ARTICLE 1: RECOGNITION

A. The I.U.P.A. recognizes the City Council as the elected representatives of the citizens of the City of Riviera Beach and the legally constituted authority responsible for determining the purpose, mission, and operation of the city.

B. The City recognizes the I.U.P.A. as the exclusive representative for all sworn police employees in the classification of lieutenant of the Riviera Beach Police Department, as specified in P.E.R.C. order entered in case number RC-97-029 and CA-97-099 issued October 21, 1997, and certification number 1260 (Unit 2) issued June 4, 1999.

ARTICLE 2: TERMS OF AGREEMENT

This agreement shall be effective October 1, 2008, and shall remain in full force and effect through the 30th day of September 2009. The duration of this agreement shall be for a term of one (1) year ending on September 30, 2009. In the event there is no resolution on the contracts, the parties agree to declare impasse and proceed to a resolution of the disputed items by submission of the issues in dispute directly to the City Council by bypassing the impasse procedures outlined in Florida Statutes Chapter 447.

ARTICLE 3: REPRESENTATION OF THE CITY

The City shall be officially represented by the City Manager or a person or person designated in writing to the I.U.P.A. by the City Manager. The City Manager or his designated representative shall have sole authority to conclude an agreement on behalf of the City, subject to ratification by official resolution of the City Commission. It is understood, however, that if the City Manager designates a representative to negotiate with the I.U.P.A., then such designated representative(s) shall be empowered to fully engage in good faith collective bargaining and make tentative agreements subject to final approval by the City Manager and the City Council.

ARTICLE 4: REPRESENTATION OF THE I.U.P.A.

The I.U.P.A. shall be represented by the President or Chairman of the I.U.P.A., or by a person or persons designated in writing to the City Manager by the President or Chairman of the I.U.P.A. The identification of representatives shall be made each year by March 1. The President or Chairman of the I.U.P.A. or person or persons designated by said President shall have full authority to conclude tentative agreement on behalf of the I.U.P.A., subject to ratification of a majority vote of those bargaining unit members voting on the question of ratification. It is understood that the I.U.P.A. representative or representatives are the official representatives of the I.U.P.A. for the purpose of negotiating with the City. Negotiations shall not be entered into with persons other than those described above, regardless of their position or association with the I.U.P.A. The I.U.P.A. agrees to notify the City Manager in writing of any change in the designation of the President or Chairman of the I.U.P.A., or any change in certified representatives of the I.U.P.A. The City recognizes the INTERNATIONAL UNION OF POLICE ASSOCIATION, as the exclusive bargaining agent for the sworn personnel in the unit certified by the Public Employees Relations Commission as stated in Article 1-Recognition.

ARTICLE 5: PREVAILING BENEFITS

All job benefits in effect at the time of the execution of this Agreement, except those that are modified by this Agreement which were heretofore authorized by the City Manager or benefits provided for by ordinance of the City Commissions, not specifically provided for or abridged by this Agreement, shall remain in full force and effect for the duration of this Agreement.

ARTICLE 6: NO STRIKE PROVISION

A. International Union of Police Association agrees not to engage in a strike, work stoppage, slowdown or other form of interference with operation and mission of the City Administration, as prohibited by Florida Statue.

B. Any employee who participates in, or promotes a strike, work stoppage, slowdown or other form of interference with the operation and mission of the City Administration shall be subject to discipline up to and including discharge.

C. In the event of a strike, work stoppage, slowdown or interference as defined presently in the Public Employees Relations Act, Section 447.203 (6) with the operation and accomplishment of the mission of the City Administration, the President of the I.U.P.A. shall promptly and publicly disavow such strike or work stoppage and order the employees to return to work and attempt to bring prompt resumption of normal operations. An authorized I.U.P.A. representative shall notify the City within twenty-four (24) hours after the commencement of such strike, what measures it has taken to comply with the provision or the provisions of this Article.

D. Failure to abide by the terms set forth in this Article, may cause the City Council to terminate this Agreement.

E. Nothing contained herein shall interfere with the exercise of free speech.

ARTICLE 7: MANAGEMENT RIGHTS

The I.U.P.A. recognizes that the City has and will continue to retain, whether exercised or not, the responsibility and authority to operate and manage its affairs in all respects and the powers or authority which the City has not officially abridged, delegated, or modified by the express provisions of this Agreement, are retained by the City. The rights of the City, through its management officials, shall include, but shall not be limited to the following:

- A. To manage and direct the employees of the City.
- B. To hire, promote, transfer, schedule, assign, and retain employees in positions with the City.
- C. To suspend, demote, discharge or take disciplinary action against employees from duties for just cause.
- D. To relieve employees from duty because of lack of work, business necessity, funds or other legitimate reasons.
- E. To maintain the efficiency of the operations of the City.
- F. To determine the methods, means and personnel by which such operations are to be conducted, including the right to contract and subcontract existing and future work.
- G. To determine the organization of City government.
- H. To determine the number of employees to be employed by the City.
- I. To determine the number, types and grades of positions or employees assigned to an organizations unit, department or project.
- J. To determine internal security practices.
- K. To determine those matters to be covered by the Civil Service System.
- L. To determine the minimum manning requirements to provide safety and security to the citizenry of Riviera Beach.

ARTICLE 7: MANAGEMENT RIGHTS (CONTINUED)

1. The City Council has the sole authority to determine the purpose and mission of the City and all its employees and amount of the budget to be adopted. Those inherent managerial functions are prerogatives and policy making rights which the City has not expressly modified or restricted by a specific provision of the Agreement, directly or indirectly, subject to the grievance or bargaining.

2. If, in sole discretion of the City Council, it is determined that civil emergency condition exist, including but not limited to riots, civil disorders, hurricane conditions, or similar catastrophes, the provision of this Agreement may be suspended by the Mayor during the time of the declared emergency, provided that wage rates and monetary fringe benefits shall not be suspended.

3. It is understood by the Parties that every incidental duty connected with operations enumerated in job descriptions is not always specifically described, and the employees at the discretion of the City, may be required to perform duties not within their job description.

4. Delivery of municipal services in the most efficient, effective and courteous manner is of paramount importance to the City of Riviera Beach. Accordingly, the union agrees that it will instruct its members to work diligently in order that the services performed meet the above standards.

5. Those inherent managerial functions, prerogatives and policy making rights of the City are not in any way directly or indirectly under this contract subject to infringement.

ARTICLE 8: HOLIDAYS

The City shall recognize the following days as Holidays:

1. New Year's Day
2. Dr. Martin Luther King's Birthday
3. Washington's Birthday
4. Memorial Day
5. Independence Day
6. Labor Day (First Monday in September)
7. Veteran's Day
8. Thanksgiving Day (Fourth Thursday in November)
9. Friday following Thanksgiving Day
10. Christmas Day (December 25th)
11. Employee's Birthday

Employees must work their scheduled day before and their scheduled day after the holiday in order to be paid for the holiday, (unless excused by the Department Head), or on their scheduled days off. Holidays, when worked, shall be paid at the rate of double-time and one half the employees normal hourly rate. Employees not working holidays will be compensated for eight (8) hours at their normal hourly rate. The day on which the above holidays will be observed will be determined by the City. Holiday pay is applicable on the day the City observes the holiday.

ARTICLE 9: COMPASSIONATE LEAVE

A. In the event of the death of the mother, stepmother, father, stepfather, brother, stepbrother, sister, stepsister, spouse, son, stepson, daughter, stepdaughter, grandparent, mother-in-law, or father-in-law, brother-in-law or sister-in-law who is the direct sibling of spouse of a regular full time employee, said employee shall be entitled to paid compassionate leave, not to exceed three (3) working days for any one death.

B. Five (5) days shall be granted if the employee is in attendance at the funeral and such funeral is held out of state.

C. The City Manager may grant additional leave under this section if the circumstances warrant it. However, the City Manager's determination under this section shall be final and not subject to the grievance procedure.

ARTICLE 10: WORKING CONDITIONS

The City shall endeavour to maintain the comfort of the employee through maintenance of air-conditioning and heating units, and insure vehicles are maintained in a safe reliable condition through an established maintenance reliability program as determined by the Police Chief or designee.

ARTICLE 11: BULLETIN BOARD

The City shall allow space within the confines of the Police Department Squad Room for a bulletin board for INTERNATIONAL UNION OF POLICE ASSOCIATION notices. No derogatory or demeaning information shall be posted on the bulletin board. The Chief of Police or Assistant Chiefs of Police (Chiefs) shall determine which information shall be posted. The Chiefs' judgment shall not be arbitrable.

ARTICLE 12: VACATION

A. The parties hereto agree that each employee, after his first six months of service and continuing through the fifth year of service, shall accrue paid vacation at the rate of one (1) day per month of employment to a maximum of twelve (12) days per year. Thereafter, paid vacation days will accrue according to the following schedule:

<u>AMOUNT OF SERVICE</u>	<u># OF DAYS PER YEAR</u>	<u>HOURS ACCUMULATED PER YEAR</u>	<u>HOURS ACCUMULATED PER WEEK</u>
7-12 months	6	48.0	1.848
1-5 years	12	96.0	1.848
6 years	13	104.0	2.000
7 years	14	112.0	2.152
8-10 years	15	120.0	2.308
11 years	16	128.0	2.460
12 years	17	136.0	2.616
13 years	18	144.0	2.768
14 years	19	152.0	2.924
15 years or more	20	160.0	3.076

ARTICLE 12: VACATION (CONTINUED)

B. Employees are eligible to take vacation upon completion of the one (1) year probationary period.

C. An employee utilizing at least five (5) days of vacation during the previous fiscal year may elect to receive payment, in lieu of vacation, for up to 50% of any remaining accrued vacation time. The employee must make this election in October, of the current fiscal year. Payment will be made by December 31st of the election year. Payment will be at the employee's current rate of pay, as of date paid and will not be affected by any subsequently adopted retroactive pay increases. Any unused or unpaid vacation leave shall remain in the employee's vacation leave accrual account.

D. The maximum number of vacation days an employee may accumulate shall be twice his/her annual rate of accrual.

ARTICLE 13: COURT PAY

The City shall pay at a rate of time and one half overtime to employees required to attend county and/or circuit court and deposition while off duty, stemming from actions arising from duty hours, with a minimum of two (2) hours for such overtime.

ARTICLE 14: OVERTIME

Pursuant to Article 7 Management Rights, Section E to maintain the efficiency of the operations of the City, departmental wide shift schedules excluding shift rotation shall not be changed without the City providing ten (10) days advanced notice to the Union of the change.

The City shall compensate each employee at the rate of time and one half per hour for all hours worked in excess of forty (40) hours per week for employees assigned to 8 hour shifts in a seven (7) day work cycle. Employees assigned a twelve (12) hour shift in a 14 day work cycle, shall be compensated time and one half for all hours worked in excess of 84 hours. Holidays, vacations, and compensatory time will not be considered as days worked for overtime compensation.

ARTICLE 15: COMPENSATION OVERTIME

A. Employee shall be entitled to payment in cash for overtime hours as outlined in Article 14 unless, by mutual consent of the employee and supervision, compensatory time credit is taken in lieu of cash payment. In such cases, one and one-half hours of compensatory time credit shall be provided the employee for each hour of overtime worked.

B. Compensatory time off must be taken in the same fiscal year in which compensatory time credit is earned. Compensatory time credit shall not be carried over into the next fiscal year. Payment for any accumulated compensatory time credit, for which the time off has not been taken, will be made in the last pay period of the fiscal year.

C. Total accumulated compensatory time credit shall not exceed ninety (90) hours (i.e. sixty (60) hours of employment at time and one-half).

ARTICLE 16: LINE OF DUTY INJURIES

A. The City agrees to carry full Worker's Compensation coverage for all employees, as required by Florida Statutes.

ARTICLE 17: HAZARD DUTY PAY

A. The City shall compensate each motorcycle officer, special response team (SRT) and K-9 officer at the rate of fifteen dollars (\$15.00) per week for K-9, special response team (SRT) and motorcycle duty so long as the officer is so assigned. Officers will be paid the fifteen dollars (\$15.00) per week in the pay check following performance of the assigned duty.

B. The Union and the City agree that effective June 27, 1992, officers who are assigned K-9 dogs will be compensated five (5) hours per week at straight time rate for the care and upkeep of the animal. These five (5) hours shall represent all compensation the employee shall receive during a seven (7) day period for the care and upkeep of the animal. When the employee is on duty, the employee's work hours will be adjusted to insure that the care and upkeep of the animals will be performed on duty. Nothing herein precludes the City from releasing the K-9 officer from his shift one (1) hour per day for the care and upkeep of the animal. Where the officer is released from police duty during his shift, the five (5) hours shall serve to satisfy the compensation for the officer for all work related to the care and upkeep of the animal for the seven (7) day period.

ARTICLE 18: CLOTHING ALLOWANCE

Employees required to wear plain clothes as a part of their duty shall, in November of each calendar year, receive a five hundred dollar (\$500.00) clothing allowance. This payment shall be a lump sum payment.

Any employee leaving plain clothes assignment or the employment of the City for any reason shall return, on a prorated basis, clothing allowance funds for the remainder of the fiscal year. The City shall have the right to deduct from the employee's final pay check an amount equal to the prorated clothing allowance.

Those employees remaining in the employ of the City who are no longer eligible for the plain clothes allowance may have their prorated amount deducted from their weekly pay check in equal installments until the full amount is repaid.

ARTICLE 19: CLEANING ALLOWANCE

A cleaning allowance of fifteen dollars (\$15.00) per week shall be paid to each employee upon ratification of the contract.

ARTICLE 20: EVIDENCE STORAGE

The City, realizing the necessity of storing evidence to be used in criminal cases, shall provide a location to maintain evidence in pending cases of sufficient size as not to hamper storage of the employee's official equipment in the personnel equipment locker.

ARTICLE 21: SAFETY

Police vehicles will not be placed into operation if they are unsafe pursuant to Florida State Statutes definition of defective or unsafe equipment.

The employee shall have the right to call to the attention of the shift officer the following items not in good working order:

1. Tires
2. Brakes
3. Steering (front-end)
4. Windshield wipers and washers (when necessary)
5. Lights, external and internal
6. Motor mounts

The officer in charge will then pull the vehicle from the City's service, if he deems it necessary. The vehicle will remain out of City service until repaired.

Nothing in this Article shall prohibit the City from removing any vehicle from service, at any time the City may feel it is necessary.

Any employee who observes or suspects an unsafe condition regarding a motor vehicle will report same to his immediate supervisor and will immediately complete a Vehicle Repair notice. A copy of the completed Notice shall be placed inside the vehicle in a conspicuous location and a copy will be provided to the shift supervisor.

ARTICLE 22: PHYSICAL FITNESS

The I.U.P.A. realizes the need for a physical fitness program, and further recognizes that to be physically fit is a condition of employment.

The City shall have the right to implement a physical fitness performance evaluation prior to accepting new employees. All employees are expected to participate in the prescribed physical fitness program in order to maintain their capacity to provide effective services.

The City will endeavor to formulate a fitness program flexible enough to take into consideration the age, health, and disability of the employee.

ARTICLE 23: ON CALL

Those employees who are not provided with a take home vehicle by the City will be paid at the rate of time and one half for a minimum of three (3) hours, if the employee is called out beyond regular duty hours.

Employees who are provided take home vehicles will not be provided call out pay. However, the employee shall be compensated for call out at straight time provided the employee does not exceed the regular scheduled work week hours.

ARTICLE 24: FIELD TRAINING OFFICER

This article is not applicable at this time as Lieutenants of Police do not serve as field training officers.

ARTICLE 25: SENIORITY AND PERSONNEL REDUCTION

A. Seniority shall be defined as the total length of continuous service in the Police Department. Seniority shall continue to accrue during all types of compensable leave, approved by the City. Approved leaves of absence without pay shall not count towards the accrual of seniority.

B. Employees shall lose their seniority as a result of the following:

1. Termination
2. Retirement
3. Resignation
4. Lay-off exceeding six (6) months
5. Failure to report to the Dept. of Human Resources intentions of returning to work, within five (5) days of receipt of recall, as verified by Certified Mail, Return Receipt.
6. Failure to report from Military Leave within the time limits prescribed by law.

C. The City Council will determine the classification and numbers of employees to be laid off. When the lay-off occurs, probationary employees shall be laid-off first, and then regular, full time employees, in the inverse order of their seniority at the time of the lay-off. Probationary employees shall have no recall rights.

Lay-offs shall be by seniority except where lay-off adversely impacts the City's ability to comply with minimum requirements to provide safety and security to the citizens of Riviera Beach.

ARTICLE 25: SENIORITY AND PERSONNEL REDUCTION (CONTINUED)

In the event that two (2) or more employees affected have the exact same amount of seniority, the higher current performance rating shall prevail.

D. Bumping Rights - Any employee who is scheduled for lay-off or whose job has been eliminated, or is replaced on his present job by a more senior employee, shall be entitled, if qualified, as determined by the Chief of Police, to replace an employee junior in seniority in any position of the same or lower rank.

E. Recall - Employees on lay-off status will retain recall rights for six (6) months. Employees will be notified of their recall by Certified Mail to the last address in the employee's records.

Within five (5) work days of a Certified Receipt date, laid off employees must signify in writing, their intention of returning to work, to the Dept. of Human Resources. Failure to respond to the notice within the prescribed time limits previously stated above, shall constitute a resignation by the employee.

Recall will be offered to laid off employees provided they are physically qualified and able to perform all of the duties of the job.

When employees are recalled from lay-off, the employee with the greatest seniority in the classification, shall be recalled first.

ARTICLE 26: GRIEVANCE PROCEDURES

It is recognized that due to the many procedures involved in administering an agency, there are occasions when differences arise regarding the spirit and intent of the particular directives or actions. The grievance process must be available to all members who feel they have been treated unjustly or unfairly. It also provides the Department with an opportunity to clarify the directive or action, if necessary.

I. DEFINITIONS

1. Grievance Procedure is a procedure for the resolution of any dispute or misunderstanding arising from the application or interpretation of any current collective bargaining agreement between the I.U.P.A. and the City.

2. The term "employee" includes an individual within the bargaining unit covered by this Agreement.

3. The term "day" when used in this procedure, shall mean calendar days, Monday through Friday, excluding holidays.

II. GRIEVANCE AND ARBITRATION PROCEDURES

Grievance and arbitration procedures for affected personnel of the Department will be in accordance with the current applicable collective bargaining agreement.

The collective bargaining unit has an appropriate form to be completed when a member desires to file a grievance. These forms are to be utilized for initiating all grievances.

A grievance shall be processed as hereinafter provided:

ARTICLE 26: GRIEVANCE PROCEDURE (CONTINUED)

Step 1. Within seven (7) working days of the application or interpretation of any current collective bargaining agreement between I.U.P.A. and the City, the member will present, in writing, the grievance to the member's immediate supervisor who will acknowledge the receipt of the grievance by signing the grievance and noting the time and date of the grievance. Within five (5) working days of receipt of the grievance, the supervisor will notify the employee of his decision, in writing.

Step 2. If the grievance has not been satisfactorily resolved verbally in Step 1, the I.U.P.A. or its representative or the employee, shall present such written grievance to the employee's division commander within five (5) working days from the time the response was due in Step 1. The division commander shall meet with the I.U.P.A. or the employee, or shall respond to the I.U.P.A. in writing five (5) working days from the receipt of the grievance.

Step 3. If the grievance has not been satisfactorily resolved in Step 2, the I.U.P.A. may present a written appeal to the department head within nine (9) working days from the time the response was due in Step 2. The Chief of Police or designee shall meet with the I.U.P.A. representative and shall respond in writing to the I.U.P.A. within nine (9) working days from the receipt of the appeal. Any grievance not processed in accordance with the time limits provided shall be considered conclusively abandoned.

Step 4. In the event the grievant is not satisfied with the disposition of the grievance at Step 3, or if no disposition has been made within the time limits as provided in Step 3, the I.U.P.A. may submit the grievance appeal to the City Manager or designee within seven (7) days from the time the response was due in Step 3. The City Manager or designee shall indicate in writing the disposition of the grievance to the grievant/I.U.P.A. within twelve (12) days from the receipt of appeal from the department head.

ARTICLE 26: GRIEVANCE PROCEDURE (CONTINUED)

Step 5. In the event that the I.U.P.A. is not satisfied with the disposition of the grievance at Step 4, or if no disposition has been made within the time limits as provided for in Step 4, the I.U.P.A. may submit the grievance to arbitration, using the Federal Mediation and Conciliation Services (FMCS). I.U.P.A. shall file such request with both the City Attorney and City Manager no later than seven (7) working days after the City Manager's response is due in Step 4 of the grievance procedure. The arbitration proceeding shall be in accord with the rules of FMCS.

If the City Manager does not agree that the matter is arbitrable, notification shall be sent to the I.U.P.A. of such within twelve (12) days of receipt of the I.U.P.A. request to proceed to arbitration. The parties agree that in such an instance, an arbitrator will be selected according to the rules of FMCS, to determine solely the question of arbitrability. Such decision shall be based solely on written briefs, exhibits and affidavits submitted by the parties, with no oral argument allowed.

In the event the arbitrator finds the grievance not arbitrable, the I.U.P.A. will take no further action regarding the arbitrability of the grievance.

If there is no objection by either party to the arbitrability of the grievance, and the above mentioned procedure has been fully complied with or results in a determination that the grievance arbitrable, the parties shall proceed to arbitrate the grievance.

ARTICLE 26: GRIEVANCE PROCEDURE (CONTINUED)

The arbitrator shall have no power to add to, subtract from, modify or alter the terms of the Agreement. The arbitrator shall have no authority to consider or rule upon any matter which is stated in this Agreement "not" to be subject to grievance procedure or arbitration or which is not specifically covered by this Agreement; nor shall this collective bargaining agreement be construed by an arbitrator to supersede applicable laws in existence at the time of this Agreement. The arbitrator may not issue declaratory or advisory opinion and shall confine himself exclusively to the question which is presented to him, which question must be actual and existing. The arbitrator shall render his decision in writing within thirty (30) days, or as soon as possible after the close of the arbitration hearing, and shall furnish a copy to the City and the I.U.P.A. Both parties agree that the decision of the arbitrator shall be final and binding.

The fees and expenses of the arbitrator shall be shared equally by the City and the I.U.P.A.

All other expenses shall be borne by the party incurring them, and neither party shall be responsible for the expense of witnesses called by the other.

B. GENERAL PROVISIONS

1. The time limits provided in this Article shall be strictly observed, unless extended by written agreement by the parties. Failure of the I.U.P.A. or grievant, whichever is appropriate, to proceed with the grievance within the times herein before provided, shall result in the dismissal of the grievance. Failure of the City or its representatives to respond within the times provided, shall entitle the I.U.P.A. or grievant, whichever is appropriate, to proceed to the next step in the grievance procedure.

ARTICLE 26: GRIEVANCE PROCEDURE (CONTINUED)

2. All grievances shall be processed during times which do not interfere with, or cause interruption of an employee's work responsibilities.

3. The filing of a grievance shall in no way interfere with the right of the City to proceed to carry out its management responsibilities, subject to the final resolution of the grievance. The employee shall abide by the management decision involved in any grievance, prior to and during the time the grievance has been filed, and shall not discontinue his duties prior to or during the time a grievance is being processed. A grievance may be withdrawn by the grievant or the I.U.P.A. at any time, and at any step of this procedure, provided, however, the same grievance may not be filed the second time by the same parties, after the grievance has been withdrawn.

The date of disposition shall be the date on which the immediate supervisor or other management official delivers the disposition to the I.U.P.A. or grievant, whichever is appropriate, or the date of postmark in those instances where delivery is by U.S. Mail.

The commencing of legal proceeding against the City in a court of law or equity, or before the Public Employees Relations Commission or any other administrative agency, by an employee or the I.U.P.A. for misapplication or misinterpretation of the terms of this Agreement, shall be deemed an election of remedy and shall be deemed a waiver by said employee or the I.U.P.A. of its/their right to resort to the grievance and arbitration on procedure contained in this Agreement.

ARTICLE 26: GRIEVANCE PROCEDURE (CONTINUED)

Employees are only permitted to utilize the grievance process beyond the City Manager's level after rendering of a decision for suspensions (with or without pay), discharges, or reductions in class or pay.

In the event that an employee proceeds with a grievance to an arbitrator, on a challenge to disciplinary action in accordance with paragraph number 6 above, the arbitrator's authority is limited to deciding whether the City had just cause to discipline the employee. The arbitrator's decision on this issue is to be decided based upon substantial competent evidence that:

- A. The employee violated the applicable Code of Ethics, work rules, regulations or policies.
- B. Whether the offense falls into the category of discipline which was imposed.

If the arbitrator finds that the City has met its burden under A and B above, then the arbitrator is not authorized to modify the discipline imposed on the employee.

C. I.U.P.A. is the exclusive bargaining agent for all certified officers of the Police Department and the parties agree that the City may refuse to recognize any grievance not previously reviewed, approved and filed by I.U.P.A.

Any member believing that there is a grievance shall discuss the matter with his immediate supervisor and attempt to resolve the stated concern. If the concern is not resolved through discussion with the immediate supervisor, the grievance shall be presented to I.U.P.A. for its consideration as a grievance.

If I.U.P.A. does not accept handling the grievance based upon membership in I.U.P.A., the employee may proceed with their own representative.

ARTICLE 27: DEPARTMENTAL DISCIPLINARY PROCEDURES

The Riviera Beach Police Department has established a uniform system for counseling, administering discipline, and providing remedial training to Department members. Included are the rights of the accused member and the appeal procedure for disciplinary actions. Commanders, administrators, and supervisory members are given authority to fulfill their assigned responsibilities and are expected to exercise their authority to that end. Members of this Department are to conform to, and comply with, agency directives.

DEFINITIONS:

- A. Discipline - The process whereby the employer ensures that each member's behavior conforms to standards established by the employer, including compliance and adherence to Departmental rules, regulations, directives, and policies.
- B. Disciplinary Variance - For each violation, consideration will be given to the severity of the misconduct, the time between violations, the length and quality of service, the willingness to improve, the ability to improve, the attitude of the member, the intent of the misconduct and gain the member receives as a result of the misconduct, and the overall work performance of the member.

LEVEL OF AUTHORITY FOR DISCIPLINE:

- A. Final disciplinary authority and responsibility For Department members rests with the City Manager. All supervisors are held responsible for any discipline administered at any level below them within their span of control.

ARTICLE 27: DISCIPLINARY PROCEDURES (CONTINUED)

- B. Supervisors may exercise the following disciplinary measures, upon members, under their control:
1. Chief of Police:
 - a. non-punitive discipline,
 - b. emergency relief from duty,
 - c. recommendation for suspension for not more than 30 days during any twelve-month period, recommendation for reduction in pay, recommendation for demotion in rank, and recommendation for dismissal from the Department.
 2. First level supervisor through Assistant Chiefs of Police:
 - a. non-punitive discipline
 - b. recommendation for punitive discipline.
 3. Lieutenants through Assistant Chiefs:
 - a. have the authority to impose emergency supervision.

DISCIPLINE, COUNSELING, AND RETAINING:

- A. Verbal Counseling or Reprimand - A non-punitive measure of discipline issued by members of superior rank or authority for infractions or violations of rules, regulations, policies or directives or to educate a member about a deficiency. Verbal reprimands and counseling are documented on an Employee Warning and maintained in the member's personnel file.

ARTICLE 27: DISCIPLINARY PROCEDURES (CONTINUED)

- B. Remedial Training - A non-punitive measure which may be recommended by a member of superior rank or authority within the chain of command of the member's division or bureau or by Training Officer(s) or a Field Training Officer when the subject is participating in a defined course of training. Remedial training is required to correct a specific deficiency usually identified by testing or any other evaluation method used during training or supervisory evaluation during routine job performance. The recommendation for remedial training is appropriate when a violation was caused primarily by the member being inadequately prepared for the member's responsibilities. The specific nature and procedure for remedial training will be determined by supervisors and/or training officers and documented by memorandum. The memorandum will be maintained in the member's training file.
- C. Written Reprimand - A punitive measure which is recommended by a member of superior rank and authority for more serious infractions of rules, regulations, directives or standard operating procedures, or for repeated procedural error in the line of duty. The Chief of Police reserves the right to review the circumstances surrounding a written reprimand and may agree with, impose stricter punishment, or void the reprimand. The written reprimand is documented on an Employee Warning Form and maintained in the member's personnel file.

ARTICLE 27: DISCIPLINARY PROCEDURES (CONTINUED)

- D. Suspension - (with or without pay) A punitive which may be recommended by the Chief of Police and approved by the City Manager in accordance with provisions in the City's Police Department Policy and Procedures Manual and the City Code of Ordinances. The suspension is documented on a Notice of Intent to Render Disciplinary Action form and maintained in the member's personnel file.

- E. Reduction in Pay - A punitive action which may be recommended by the Chief of Police and approved by the City Manager in accordance with provisions in the City's Police Department Policy and Procedures Manual and the City Code of Ordinances. Reduction in pay will be within the salary range for the classification. It may be imposed for disciplinary purposes or when a member's quality of work does not conform with the required standards. A reduction in pay is documented on a Notice of Intent to Render Disciplinary Action form and maintained in the member's personnel file.

- F. Demotion - (Reduction in Class) A punitive action which may be recommended by the Chief of Policy and approved by the City Manager in accordance with provisions in the City's Police Department Policy and Procedures Manual and the City Code of Ordinances. Demotion will be considered when the conduct of a member is unbecoming of the member's rank/position and is a serious act of misconduct or an improper or unlawful act. A demotion is documented on a Notice of Intent to Render Disciplinary Action form and maintained in the member's personnel file.

ARTICLE 27: DISCIPLINARY PROCEDURES CONTINUED

- G. Dismissal - A punitive action which may be recommended by the chief of Police and approved by the City Manager in accordance with provisions in the City's Police Department Policy and Procedures Manual and the City Code of Ordinances. A specific reason for dismissal is not required for probationary members who are dismissed for failing to meet probationary standards. The dismissal is documented in the member's personnel file.
1. When a member is dismissed, the following will be made available to the member in writing:
 - a. reason for dismissal:
 - b. policy or rule violated by the member'
 - c. effective date of dismissal; and
 - d. status of fringe and retirement benefits after dismissal.
- H. Notices of Intent to Render Disciplinary Action and Notifications of dismissal are maintained as follows:
1. The original is maintained in the member's personnel file in the Human Resources Department.
 2. A copy is maintained in the member's personnel file at the Police Department.
 3. A copy is given to the member.
 4. A copy is maintained in the member's Internal Affairs file, when applicable.
- I. Reports of final disciplinary actions that are punitive in nature will become a permanent part of the member's personnel file and the Internal Affairs name file.

ARTICLE 27: DISCIPLINARY PROCEDURES (CONTINUED)

ADMINISTERING DISCIPLINE:

- A. All sworn members of the Department are subject to discipline under the provisions of this directive. Any member who violates the Oath of Office, the law of the United States, the State of Florida, or the City of Riviera Beach, any provisions of the City's Police Department Policy and Procedures Manual, or the City Code of Ordinances, who is unlawful or improper in their conduct toward members or citizens, or who is incompetent in the performance of their duties, is subject to disciplinary action.
- B. All disciplinary actions imposed will be commensurate with the severity of the offense coupled with due consideration of the member's prior performance record. Disciplinary actions taken will be progressive in application, except:
1. When a violations of a serious nature occur, the actions may include immediate removal from duty. These violations include, but are not limited to: criminal misconduct, theft, domestic violence, insubordination, sabotage, any threat to Department Members or the public, and suspected drug or alcohol use while on duty. When the investigation substantiates validity of the charges, the above violations are cause for dismissal. Depending on the seriousness of the offense, and even if it is a first offense, discipline of a progressive nature is not required.

ARTICLE 27: DISCIPLINARY PROCEDURES (CONTINUED)

2. The Chief of Police reserves the right to change the duty status of the accused members until the investigation is completed.
- C. When any supervisor becomes aware of or is assigned to investigate a member with a disciplinary problem, the supervisor will thoroughly investigate the incident and ascertain if disciplinary action is necessary.
- D. If a verbal reprimand or counseling is decided upon, the Supervisor will meet with the member to administer or counseling. The reprimand or counseling will be documented on an Employee Warning form and placed in the member's personnel file.
- E. If the supervisor feels a written reprimand is appropriate, the supervisor documents the alleged improper allegations(s) and recommendation(s) in memorandum form and forwards it through the affected member's chain of command to the Chief Of Police or a designee.
1. The Chief of Police or a designee may approve or revise the recommended disposition.
 2. When the Chief of Police or a designee agree that the punishment be a Written Reprimand, the Division Commander or Shift Commander the prepare an Employee Warning Form and serve it to the member.
- F. If a suspension, dismissal, or reduction in classification or pay is being considered, the supervisor will:
1. Document the allegation(s) and recommendation(s) in memorandum form and forward it through the affected member's chain or command to the Chief of Police or designee. The Chief of Police or a designee may approve or revise the recommended disposition.

ARTICLE 27: DISCIPLINARY PROCEDURES (CONTINUED)

- a. The Chief of Police may consult with the Human Resources Department and the City Attorney if the punishment is a suspension for a significant amount of time (with or without pay), discharge, Or reduction in classification or pay.
2. After the Chief of Police has determined a disposition, the Bureau Commander or a designee will prepare a Notice of Intent to Render Disciplinary Action or a written notification of dismissal and serve to the member.
 - a. If the member desires a Disciplinary Review Hearing, the Chief of Police or a designee will schedule the hearing no less than five (5) regular business days in advance following the Notice of Intent to Administer Discipline and that said Review Board shall within 15 working days of its conclusion render its written recommendation to the Department. Should the accused employee request to continue a hearing or delay its convening, then it is agreed that the City has the right to impose the proposed penalty immediately. If the penalty is imposed should the employee prevail on the employee's grievance, the employee shall be made whole for any loss sustained.
 - b. The member may elect to submit a written statement instead of having a hearing or may, in writing, waive the hearing.

ARTICLE 27: DISCIPLINARY PROCEDURES (CONTINUED)

- c. If the member refuses to sign the Receipt for Hand Delivered City Correspondence, the member will be charged with insubordination.

NOTICE OF DISCIPLINARY ACTION AND APPEALS PROCESS:

A. Disciplinary Review Hearing:

1. All classified non-probationary member are entitled to a Disciplinary Review Hearing as provided in Section 2-138 of the City Riviera Beach Code of Ordinances for all instances of misconduct other than those reported and/or Initiated by private citizens, prior to the imposition of only the following internal disciplinary actions: suspensions (with or without pay), dismissal, or reductions in class this hearing is not a question and answer session, as the investigation into the matter has been completed. Rather, it is an opportunity for the member to offer mitigating circumstances as to why the member should not be subject to punitive measures.
2. The hearing officer will be a Major or above in rank, and not from the same division as the member who is the subject of the hearing.
3. Sworn members who are the subject of the Disciplinary Review Hearing may not have a firearm in their possession while they attend the hearing or any related meeting.
4. Any Disciplinary Review Hearing may be taped recorded.

B. DISCIPLINARY ACTION:

After imposition of any discipline in accordance with this Article, the affected member may utilize the procedures under Article 26. Grievance Procedures or avail themselves of any procedures outlined in the City's then existing Code of Ordinances.

ARTICLE 28: INTERVIEW PROCEDURE

Where an investigation is initiated by the City of Riviera Beach Police Department against an employee where a formal statement under oath is elicited from the accused employee, the interview shall be conducted under the following conditions:

A. The interview shall be conducted at a reasonable hour, preferably while the accused is on duty, unless the seriousness of the investigation is of such degree that an immediate action is required. The City shall endeavor to the best of its ability to interview on duty.

B. The investigating officer shall designate the location at which the interview shall take place. It shall be at (1) the office of the command of the investigating officer; or (2) the station, bureau or unit in which an incident allegedly occurred.

C. The accused shall be informed of the rank, name and command of the officer in charge of the investigation, the interviewing party and all persons present during the interview. All questions directed at the accused shall be asked by and through one (1) interviewer at any one time.

D. The accused shall be informed of the nature of the investigation prior to any interview, and given the names of all known complainants.

E. The interview shall be for reasonable periods and shall be timed to allow for such personal necessities and rest periods as are reasonably necessary.

ARTICLE 28: INTERVIEW PROCEDURE (CONTINUED)

F. The accused shall not be subjected to abusive or offensive language or threatened with transfer, dismissal or other disciplinary actions. No promise, reward or threat of action shall be made as an inducement to answering any question.

G. The complete interview shall be recorded and there shall be no unrecorded questions or statements. The accused retains the right to record the complete interview.

H. No mechanical device, including but not limited to, polygraph, psychological stress evaluator, et al, shall be forced onto an accused, nor shall disciplinary action be taken against an accused who refuses to submit to such testing.

I. At the request of the accused, the accused shall have the right to be represented by counsel or any other representative of the accused choice during the entire interview.

J. Where an attorney or employee representative is requested but cannot be present within four (4) hours of notification of the interview, the employee shall be required to obtain another employee representative or counsel within the above four (4) hour time frame. When an employee representative or counsel is present, they shall not have the right of cross examination.

ARTICLE 29: PROMOTIONS

Advancement beyond the level of Lieutenant shall be made by appointment.

ARTICLE 30: HOLIDAY COMPENSATION TIME

The City shall allow accumulated compensation time for each employee requesting compensation time instead of paid overtime for holidays.

The holiday compensation days will not be taken in conjunction with vacation time unless a specific waiver is approved by the Chief of Police or his designee.

Only seven (7) holiday compensation days can be taken at one time and only seven (7) compensation days can be taken over to the next year.

Any compensation time request shall be at the discretion of the Police Chief or designee. No more than seven (7) days can be accumulated at any one time. If the employee is eligible for any additional days the employee will either be paid at the rate of double time and one half the employee's normal hourly rate or the employee will be allowed time off at the employee's request subject to the discretion of the Police Chief or designee.

ARTICLE 31: SICK TIME

A. Employees who have satisfactorily completed six (6) months of their probationary period, shall earn one (1) day of sick leave for each month of continuous services, commencing the first of the month following their probationary period, with no limitations on maximum accumulated days.

B. Employees who have satisfactorily completed six (6) months of their probationary period, and who incur a non-duty sickness or disability shall receive sick leave as accrued with full pay. Such sick leave shall be charged against the employee's accrued sick leave. Duty related sickness, injuries or disabilities which are determined to be covered by worker's compensation, shall not be charged to the accumulative sick leave of the employee.

C. Employees shall be paid fifty percent (50%) of any unused sick leave hours, up to 1056 hours, upon termination of employment, for other than disciplinary reasons. Regular full time employees of the rank of Lieutenant with twenty (20) years or more service shall be paid one-hundred percent (100%) of any unused sick leave days, up to 1056 hours, upon termination of employment, for other than discharge. Such sick leave payment shall be at the employee's current regular rate of pay.

D. If an employee who has satisfactorily completed his/her probationary period is discharged for cause, the employee will not receive any compensation for unused accrued sick leave.

E. Absence for any three (3) consecutive working days shall require a doctor's certificate upon returning to work. Such certificate shall specify the medical reason why the

ARTICLE 31: SICK TIME (CONTINUED)

F. Whenever, in the judgment of the Police Chief or designee, sick leave may appear to be abused, or where any employee regularly uses his/her sick leave as it is earned, the employee requesting such sick leave may be required to furnish competent medical proof for such absence. Prior to sick leave pay being granted, a conference will be held with the Police Chief or designee. Such competent medical proof shall include a physician's statement attesting to the employee's inability to perform work on the day(s) of absence and the medical reason for such.

The definition of abuse shall include but not be limited to, when an employee consistently takes sick days before or after their regular days off, or sets a pattern of taking certain days off each month.

G. Abuse of sick leave, or a false claim for sick leave, may be considered cause for disciplinary action.

H. An employee who is absent from work shall notify the Police Chief of such absence. If possible, the absence should be reported prior to the start of any scheduled shift.

I. Failure on the part of the employee to timely notify the department of any absence for which sick leave is claimed, and/or failure to provide medical documentation in a form and manner acceptable to the department, shall result in a denial of sick leave.

ARTICLE 31: SICK TIME (CONTINUED)

J. Any employee accruing at least thirty (30) days of sick leave at the beginning of a fiscal year, may elect to be paid for six (6) days accrued during the subsequent year provided at the end of the subsequent year the employee has at least thirty (30) days in his/her sick leave account. This selection must be made in October. Payment will be at the employee's current rate of pay as of date paid and will not be affected by any subsequent adopted retroactive pay increase. The remaining days shall be added to the employee's sick leave accrual account.

K. Any employee who has accrued at least sixty (60) days sick leave at the beginning of a fiscal year may elect to be paid for nine (9) days accrued during the subsequent year provided at the end of the subsequent year the employee has at least sixty days in his/her sick leave account. The selection must be made in October. Pay will be at the employee's current rate of pay as of date paid and will not be affected by any subsequently adopted retroactive pay increase. The remaining days shall be added to the employee's sick leave accrual account.

L. Any employee employed at the beginning of the fiscal year, and who has accrued less than thirty days of sick leave, may elect to be paid for three (3) days of accrued leave. In order to elect to be paid, the employee must not have used more than two (2) days of sick leave in the preceding year. The election must be made in October. Payment will be at the employee's current rate of pay as of date paid and will not be by any subsequently adopted retroactive pay increase.

ARTICLE 32: LOCKER SPACE

The City shall allow one (1) standard size police locker within the confines of the Police Department for International Union of Police Association Property.

ARTICLE 33: BREATHALYZER OPERATORS

Breathalyzer operators shall be compensated at a rate of time and one half their regular rate of pay at a minimum of two (2) hours, for each time called out to administer a test.

The City shall pay six (6) hours at time and one-half for each breathalyzer operator who attends the mandatory annual refresher course when off duty.

ARTICLE 34: WAGES

Effective upon ratification, employees will receive on their anniversary date, three percent (3%). The City shall retroactively increase the employee's salary to three percent (3%) on the employee's anniversary date. To be eligible for retroactivity, an employee's anniversary date must have been between October 1, 2008 and September 30, 2009. A lump sum will be given for any amount exceeding the maximum. (See Appendix A for Pay Range)

Any pay increases after October 1, 2009, are subject to the parties agreeing to same and if no agreement is reached, the employee's salaries will remain frozen at their September 30, 2009 rate until new contract is reached.

Employees who are of the opinion that their evaluation is inappropriate, may file an appeal to the Chief of Police. The Chief of Police's decision shall be final. The performance evaluation shall not be grievable to arbitration.

Employees who are rated unsatisfactory during any contract year, will not be eligible for advancement.

Employees who are of the opinion that their evaluation is inappropriate, must submit a written request to their evaluating supervisor to contest their rating within ten (10) working days after receiving their evaluation. The written request shall set forth the specific reasons for the objection along with any necessary documentation. The supervisor has ten (10) working days to review the objection and resolve the issue. If the employee is not satisfied by the resolution, the employee may appeal by one (1) of the following two (2) procedures:

ARTICLE 34: WAGES (CONTINUED)

(1) If the employee received an unsatisfactory rating, the employee shall set forth in writing, the steps taken to improve the performance after advised by the supervisor. Unless improvement was made by the employee, the unsatisfactory rating may be appealed. The employee may submit the appeal in writing to the Chief of Police within five (5) working days from the date the employee received the evaluator's denial of the employee's objection to the evaluation. The Chief of Police may take one of the following three (3) actions:

- (1) Advise supervisor to re-evaluate employee with a minimum score of satisfactory.
- (2) Reject the employee's appeal.
- (3) Schedule a meeting with the employee and the evaluator to present their respective arguments.

An employee who receives an unsatisfactory rating may request a re-evaluation within six (6) months after receipt of an unsatisfactory rating.

If the employee receives a satisfactory rating or above, the employee's salary shall be adjusted to the new salary effective on the date of the new rating.

(2) If the employee received a satisfactory evaluation rating or above, the employee shall set forth in writing, the specific reasons for the objections along with documentation to the Chief of Police within five (5) working days from the date the employee received the evaluator's denial of the employee's objection. The Chief of Police may take one of the following three (3) actions:

- (1) Advise the supervisor to change the evaluation to a higher score.
- (2) Reject the employee's appeal.
- (3) Schedule a meeting with the employee and the evaluator to present their respective arguments.

ARTICLE 34: WAGES (CONTINUED)

The following procedure will be adhered to for presentation of the parties respective positions. The presentation will be limited to one (1) hour of discussion. A decision will be rendered at the conclusion of the presentation. An I.U.P.A. representative may be present to assist in the presentation. The decision of the Chief of Police shall be final on the performance evaluation and shall not be grievable to arbitration.

The City will provide the option of direct deposit to all employees upon institution of the bi-weekly pay days.

ARTICLE 35: ATTENDANCE AT MEETINGS

The President, or such designated official of the I.U.P.A. shall be allowed time off without loss of pay from his regular employment, when necessary, to attend official meetings of the City Council, Police Pension Board and Civil Service Board. The President or designated official of I.U.P.A. will be allowed time off when he has been notified by the office of the City Manager or designee that matters affecting the terms and conditions of employment of the employees of the Police Department are on the agenda of said meeting. Officers of the I.U.P.A. shall be allowed time off without loss of pay to handle grievance and arbitration matters.

ARTICLE 36: TIME POOL

A. The City shall recognize a time pool to be used by the I.U.P.A. as essential to conduct I.U.P.A. business. This time may be used by the President and/or designee. The President or designee will notify the City as to whom, what, why, when, and where this time will be used for the purpose of City bookkeeping.

Whenever possible, the I.U.P.A. shall provide reasonable notice of time pool requests. The Chief of Police or designee may refuse a request for time in the event of a manpower shortage.

B. The City shall credit the time pool with eight (8) hours compensation time for each employee covered by the bargaining unit at the beginning of the fiscal year (October 1). The I.U.P.A. shall notify the City before August 1 of its intentions for the next fiscal year.

C. If the I.U.P.A. does not choose to utilize the time pool in this Article, the compensation time in any given year, the employee shall be given the eight (8) hours compensation time off on his/her birthday. Further, if the employee's birthday falls on his/her day off, then the eight (8) hours compensation time must be taken either the day before or the day after the employee's birthday.

D. The union time pool is suspended, however, those hours in the pool are available for use by the union as outlined in this Article. No new hours shall be granted to the union without further negotiations with the City.

ARTICLE 37: RULES OF CONSTRUCTION

It is agreed and understood that this Agreement constitutes the whole Agreement between the parties and notwithstanding any other terms or provisions of this Collective Bargaining Agreement. It is expressly agreed that this Collective Bargaining Agreement shall not in any of its parts be construed by any arbitrator or court in any way which supersedes or preempts applicable laws.

ARTICLE 38: TOTAL AGREEMENT

The duration of this Agreement shall be for a term of one (1) year. The effective date of this Agreement shall be from October 1, 2008 to September 30, 2009.

ARTICLE 39: PROVISIONS IN CONFLICT WITH LAW

If this Agreement or any provision, sections, subsections, sentence, clause, phrase, or word of this Agreement is in conflict with any law, as it is finally determined by a court of competent jurisdiction which had presented to it the issue of conflict as it may pertain to this Agreement, that portion of the Agreement in conflict with said law or ordinance or resolution or court interpretation of law shall be null and void and subject to renegotiation. But the remainder of the Agreement shall remain in full force and effect with it being presumed that the intent of the parties herein was to enter into the Agreement without such invalid portion or portions.

ARTICLE 40: PRODUCTIVITY

A. The International Union of Police Association and the City recognize that the citizens of Riviera Beach are entitled to receive services at the highest possible level, subject to budget limitations. Therefore, the I.U.P.A. pledges that it will actively promote and encourage employees to increase their productivity and raise their individual level of service in order to provide and maintain the delivery of services at the highest possible level.

B. The I.U.P.A. agrees that all employees shall comply with all Police Department rules and regulations, including those relating to conduct and work performance.

C. The I.U.P.A. shall certify in writing to the City Manager, within three (3) days from the signing of this Agreement, what steps it has taken to comply with its responsibilities as described in A and B above.

ARTICLE 41: REDUCTION OF ABSENCES

A. When the total number of absences incurred by the members of the bargaining unit are reduced below the number of absences stated in Section B, the City shall pay a bonus to each employee equal to a proportionate share of the value of overtime saved as a result of absences reduced.

The actual amount of monies to be divided among the employees shall be equal to fifty percent (50%) of the value of the overtime saved as a result of absence reduced from the numbers indicated in Paragraph B.

In order to be eligible to participate in the sharing of the bonus, the employee must have been employed by the City for the time period beginning October 1, 1983, through September 30, 1984.

B. The number of absences stated on which the reduction of absences shall be based, will be equal to the total number of absences incurred by members of the bargaining unit during the period from October 1, 1982 through September 30, 1983.

C. Following September 30, 1984, and prior to December 31, 1984, the total absences for the fiscal year, October 1, 1983-September 30, 1984, will be compared with the total number of absences for the fiscal year, October 1, 1982 - September 30, 1983.

D. Between September 30th and December 31st of each year, the total absences for the preceding fiscal year, October 1st through September 30th, shall be compared with the total number of absences for the fiscal year preceding the recently terminated fiscal year, i.e., base year. It is the intent of the parties that this section reach a similar result as found in Section C.

ARTICLE 41: REDUCTION OF ABSENCES (CONTINUED)

E. If the number of employees increases or decreases from the base fiscal year to the recently terminated fiscal year, an appropriate proportionate adjustment will be made in the comparison.

F. The bonus payment, if any, paid, to the employee, shall be made no later than December 31st.

ARTICLE 42: MISCELLANEOUS

A. The City and the I.U.P.A. acknowledge that during the negotiations which resulted in the Agreement, each had the unlimited right and opportunity to make demands and proposals, with respect to any subject or matter not removed by law from the area of collective bargaining, and that the understanding and agreements arrived by the parties after the exercise of that right and opportunity are set forth and solely embodied in this Agreement.

The City and the I.U.P.A. agree that all negotiable items that should or could have been discussed during negotiations leading to this Agreement, were discussed. Therefore neither party shall be obligated to negotiate or bargain collectively with respect to any subject or matter, whether referred to herein or not, except as otherwise specifically required in this Agreement, even though such subjects or matters may not have been within the knowledge or contemplation of either or both the parties at the time they negotiated or signed this Agreement.

B. The terms and conditions of this Agreement may be altered, changed, added to, deleted from, or modified only through the voluntary mutual written consent of the parties.

C. This Agreement shall supersede any ordinances, regulations, or practices of the City, promulgated and adopted by the City Council, which are in direct conflict with the terms and/or conditions of employment contained herein.

D. There shall be no benefits implied or otherwise, accruing to the benefit of the bargaining unit or the members thereof, except those benefits as herein expressly provided.

ARTICLE 43: DEFINITIONS

A. Employee: The term "employee," when used herein after in this Agreement, shall refer to all employees represented by the International Union of Police Association in the bargaining unit.

All reference to employees in this Agreement designate both sexes, and whenever the male gender is used, it shall be construed to include both male and female employees.

B. City: The City of Riviera Beach, Palm Beach County, Florida, its administrative representative(s) or agent(s).

C. City Council: The legislative body of the City of Riviera Beach, Palm Beach County, Florida.

D. City Manager: The City Manager of the City of Riviera Beach, Palm Beach County, Florida, or designated representative.

E. PERC: The Florida Public Employee's Relations Commission.

F. Management: The term "management" as used in this Agreement shall refer to the City Manager, department and assistant department heads and any other persons designated by the City Manager.

G. Public Employee's Relations Act (PERC): Florida Statutes, Chapter 447, Part 2.

H. Doctor's Certificate: A physician's statement attending to the medical reason which rendered the employee unable to perform work on the days claimed for sick leave.

I. Administrative Leave: The period of time during which a member or employee is relieved from duty with or without pay by the authority of the Department Head and approval of the City Manager.

ARTICLE 44: DENTAL INSURANCE

The City shall provide and pay for full cost of the regular full time employee's dental insurance coverage.

ARTICLE 45: HEALTH INSURANCE

A. The City agrees to provide all eligible employees in the unit with a health plan which the City shall pay the full premium for employee. Any health plan coverage elected by the employee for dependant(s), shall be paid for by the employee.

LIFE INSURANCE

B. The City hereby agrees that all eligible employees in the unit will be provided life insurance coverage in an amount equal to \$40,000. Employees will also have the option to purchase at their expense, \$40,000 of additional life insurance.

ARTICLE 46: PENSION

All police officers may retire after twenty (20) years of credited service regardless of age under normal retirement. Average final compensation shall be based upon the two (2) highest years of his/her last ten (10) years of contributing service prior to retirement, termination or death, whichever occurs first. This proposal shall become effective upon the adoption of a pension ordinance by the City Council. The officers shall be eligible to receive one hundred percent (100%) of their sick time up to one hundred thirty two (132) days and one hundred percent (100%) of their vacation time not to exceed two (2) times the maximum accrual. It is the express intention and understanding of the parties that any previous retirement plan contained in a collective bargaining agreement is hereby null and void.

ARTICLE 47: DRUG TESTING

I. **PURPOSE:** The purpose of this directive is to provide procedural guidelines for random drug testing.

II. **DISCUSSION:** The Riviera Beach Police Department recognizes that alcohol and drug abuse are pervasive in our society. The department acknowledges that the work place is not exempt from the use of abuse of such substances. Alcohol and drug abuse is seen as harmful and a threat to department employees and the service population. Moreover, the illegal use of controlled drugs is a criminal act that directly threatens the integrity and value of the department. The department intends to reduce or deter this harm by adopting and maintaining a drug-free work place policy and program, as established under the guidelines of the Drug-Free Work Place Act, Florida Statutes, Chapter 112.0455.

III. **SCOPE:** To all sworn officers of the Riviera Beach Police Department, to include the present authorized sworn positions.

IV. **DEFINITIONS:**

A. **Drug:** Alcohol, including distilled spirits, wine, malt beverages and intoxicating liquors; amphetamines; cannabinoids; cocaine; phencyclidine (PCP); hallucinogens; methaqualone; opiates; barbiturates; benzodiazepines; synthetic narcotics; designer drugs; or a metabolite of any of the substances listed herein.

B. **Drug Test:** Any chemical, biological or physical instrumental analysis administered for the purpose of determining the presence or absence of a drug or its metabolites.

C. Except where the context otherwise requires, all other definitions used in the Drug-Free Work Place Act, Florida Statutes, Chapter 112.0455 are applicable.

ARTICLE 47: DRUG TESTING (CONTINUED)

V. POLICY:

A. It is the policy of this department to hire and continue to employ those who are free from the use of illegal drugs and abuse of alcohol either on or off duty. The illegal possession, use, sales and distribution of controlled substance, on or off duty by any employee, is not tolerated.

B. Any sworn employees of the Riviera Beach Police Department must, at random, submit to a chemical drug test, selected by the use of computer, coordinated by the Staff Inspection Sergeant.

C. The procedures to implement this policy seek to balance employee privacy with the department's legal responsibility and right to establish and maintain a safe and drug-free work environment. While the department's intentions are to deter and prevent substance abuse and the use of illegal drugs, the department will, where possible and appropriate, provide to employees the means to obtain information about the treatment for alcohol and drug dependency.

D. Any employee determined to be in violation of this policy is subject to disciplinary action, up to and including termination even for the first offense.

E. In order to more effectively identify and eliminate illegal drug use and substance abuse, and to ensure an employee's fitness for duty as a condition of continued employment, the following additional drug tests may be administered:

ARTICLE 47: DRUG TESTING (CONTINUED)

1. Reasonable Suspicion Testing - Any sworn employee of the Riviera Beach Police Department must submit to Reasonable Suspicion Testing, as defined in the Florida Drug-Free Work Place Act, Florida Statutes 112.0455 (5)(j) when: (1) a superior officer has a reasonable suspicion, based on objective factors, that the employee, while on or off-duty, is under the influence of, has possession of, or is using, dispersing, any illegal drug or controlled substance not prescribed by a licensed physician; or (2) a superior officer has a reasonable suspicion, based on objective factors, that the employee is under the influence of alcohol while on duty.

Reasonable suspicion drug testing shall not be required except upon the recommendation of a superior officer and a superior officer who is at least one level of supervision higher than the immediate superior officer of the employee in question.

2. Routine Fitness-for Duty Testing - The department may require any sworn employee to submit to a drug test, if the test is conducted as part of a routinely-scheduled employee "Fitness for Duty" medical examination, that is part of the department's physical fitness program, or that is scheduled routinely for all sworn employees.

VI. THE ORDER:

A computer program will be constructed based upon social security or officer identification numbers of all sworn employees. A number will be selected for the quantity of drug screens to be performed. The computer program will randomly select an equal quantity of identification numbers. These numbers will then be placed back into the active pool of identification numbers in the program.

VII. METHODOLOGY:

A. The random drug screening program shall be administered by a laboratory that is licensed and approved by the Department of Health and Rehabilitative Services, using criteria established by the National Institute on Drug Abuse.

ARTICLE 47: DRUG TESTING (CONTINUED)

B. All testing will be done during the hours of 8:00 a. m. to 5:00 p. m., Monday through Friday, at the approved lab. If identification number(s) are selected and the officer(s) are not on duty, then that number will be returned to the pool and another identification number will be selected that corresponds with the days and hours of testing.

C. The Police Department's random drug screening program shall test for alcohol and the following controlled substances:

Amphetamines
Barbituates
Benzodiazepines
Cocaine
Cannabinoids
Methaqualone
Opiates
Phencyclidine (PCP)
Alcohol (BLOOD)
Steroids

The following guidelines have been established in conjunction with standards developed by the U.S. Department of Health and Human Services.

PROVIDER QUALIFICATIONS:

A. The provider must have a qualified individual to assume professional, organizational, educational, and administrative responsibilities for the laboratory's urine drug testing facility. This individual shall be engaged in and responsible for the day-to-day management of the drug testing laboratory.

Certification as a laboratory director by the State forensic or clinical laboratory toxicology; or a Ph.D. in one of the natural sciences with an adequate undergraduate education in biology, chemistry, and pharmacology or toxicology; or training and experience comparable to a Ph.D. in one of the natural sciences, such as medical or scientific degree with additional training and laboratory/research experience in the biology, chemistry, and pharmacology or toxicology; and

ARTICLE 47: DRUG TESTING (CONTINUED)

Experience in analytical forensic toxicology, including experience with analysis of biological material for drugs of abuse; and

Training and/or experience in forensic application of analytical toxicology, e.g. publications, court testimony, research concerning analytical toxicology, of drugs of abuse of other factors which qualify the individual as an expert witness in forensic toxicology.

B. The provider must have a qualified individual to review the standards, control specimens, and quality control data together with the screening and confirmation test results; a licensed technologist supervisor and licensed technicians (all licensed by the State of Florida). A phlebotomist must be available to draw blood specimens.

C. All tests shall be conducted in a licensed facility, operated by the provider or at such facility subsequently agreed to by the City and the provider. Laboratory facility must be currently licensed by the Florida Department of Health and Rehabilitative Services, (HRS) or HRS/NIDA Ref: Rules 10E- 18.006 Fla. - Admin. Weekly, Vol. 17, No. 22, May 31, 1991 Initial Screen GCMS must be performed at the same facility.

Federal and State Inspections:

Volumetric pipettes and measuring services shall be certified for accuracy or be checked by gravimetric, calorimetric, or other verification procedure. Automatic pipettes and dilutors shall be checked for accuracy and reproductibility before being placed in service and checked periodically thereafter.

ARTICLE 47: DRUG TESTING (CONTINUED)

There shall be written procedures for instrument setup and normal operation, a schedule for checking critical operating characteristics for all instruments, tolerance limits for acceptable function checks and instructions for major trouble shooting and repair. Records shall be available on preventive maintenance.

There shall be written procedures for the actions to be taken when systems are out of acceptable limits or errors are detected. There shall be documentation that these procedures are followed and that all necessary corrective actions are taken. There shall also be in place systems to verify all stages of testing and reporting and documentation that these procedures are followed.

D. The provider's facility must have a quality assurance program which encompasses all aspects of the testing process: specimen acquisition, chain of custody security and reporting results, in addition to the screening and confirmation of analytical procedures. Quality control procedures will be designed, implemented and reviewed to monitor the conduct of each step of the process. The provider's facility must meet or exceed standards established by the Department of Health and Human Services.

E. The provider must have experience in handling toxicology specimens (both urine and blood) and provide a well documented chain of custody for all tests.

F. The provider must have a procedure manual which includes the principle of each test, preparation of reagents, derivation of result, linearity of methods,

ARTICLE 47: DRUG TESTING (CONTINUED)

sensitivity of the methods, cutoff values, mechanisms for reporting results, remedial actions to be taken when the test systems are outside of acceptable limits, reagents and procedures and dates on which they are in effect shall be maintained as part of the manual.

G. The provider shall maintain documentation of all aspects of the testing process. The required documentation shall include personnel files on all individuals authorized to have access to specimens; chain of custody documents; quality assurance/quality control records; procedure manuals; all test data (including calibration curves and any calculations used in determining test results); reports, performance records on performance testing performed on certification inspections; and hard copies of computer-generated data. The provider shall not dispose of any such records or documents without receiving written consent from the City.

H. The provider shall designate a program manager who will be responsible for program coordination and to provide a single point interface between the purchaser and the provider on all matters concerning the contract.

IX. SPECIMEN COLLECTION PROCEDURES:

A. Chain of Custody: A chain of custody standardized form shall be properly executed by any authorized collection site personnel upon receipt of specimen. Handling and transportation of urine and/or blood specimen from one authorized individual or place to another shall always be accomplished through chain of custody procedures. Every effort shall be made to minimize the number of persons handling specimen.

ARTICLE 47: DRUG TESTING (CONTINUED)

B. Integrity and Identity of Specimen: The laboratory shall take precautions to ensure that a urine specimen not be adulterated or diluted during the collection procedure, and that information on the urine bottle and in the record book can identify the individual from whom the specimen was collected. The following minimum precautions shall be taken to ensure that unadulterated specimen are obtained and correctly identified:

1. When an individual arrives at the collection site, the collection site person shall request the individual to present photo identification. If the individual's identity can not be established, the collection site person shall not proceed with the collection.

2. The individual shall be instructed to wash and dry his or her hands prior to urination.

3. After washing hands, the individual shall remain in the presence (to mean control), of the collection site person and shall not have any access to any water fountain, faucet, soap dispenser, cleaning agent or any other materials which could be used to adulterate the specimen.

4. The collection site person shall instruct the individual not to flush the toilet until the specimen has been given to the collection site person.

5. The individual shall be given a wrapped, sterilized container for the collection of urine to be tested.

6. The individual may provide their specimen in the privacy of a stall or otherwise partitioned area that allows for privacy. Fed. Reg. Vol. 53, No. 224, pg. 47007. Temperature, measurement (p.h. observation and specific gravity are done to insure against adulteration of the sample and obviate the need for direct observation.

7. Collection site person shall note any unusual behavior and record it in the log.

ARTICLE 47: DRUG TESTING (CONTINUED)

8. Upon receiving the specimen from the individual, the collection site person shall determine that it contains at least 50 milliliters of urine. If there are fewer than 50 milliliters of urine in the container, additional urine shall be collected in a separate container to reach a total of 50 milliliters. The individual may be given a reasonable amount of liquid to drink for this purpose (e.g., a glass of water). If the individual fails for any reason to provide 50 milliliters of urine or if the individual fails to appear at the collection site at the assigned time, the collection site person shall notify the Staff Inspection Sergeant.

9. After the specimen has been provided and submitted to the collection site person, the individual shall be allowed to wash his or her hands.

10. Immediately after the specimen is collected, the collection site person, in the presence of the individual, shall inspect the specimen to determine its color and look for any signs of contaminants. Any unusual findings shall be noted in the permanent record book.

11. All specimens suspected of being adulterated shall be forwarded to the laboratory for testing.

12. Both the individual being tested and the collection site person shall keep the specimen in view at all times prior to it being sealed and labeled. If the specimen is transferred to a second bottle, the collection site person shall request the individual to observe the transfer of the specimen and the placement of the tamper-proof seal around the bottle.

13. The collection site person shall place securely on the bottle an identification label which contains the date, the individual's specimen no., and any other identifying information.

14. The individual shall initial the identification label on the specimen bottle for the purpose of certifying that it is the specimen collected from him or her.

ARTICLE 47: DRUG TESTING (CONTINUED)

15. The collection site person shall enter in the permanent record book all information identifying the specimen. The collection site person shall sign the permanent record book next to the identifying information.

16. The individual shall be asked to read and sign a statement in the permanent record book certifying that the specimen identified as having been collected from him or her is, in fact, that specimen that he or she provided.

17. Both the individual being tested and the collection site person shall keep the specimen in the view at all times prior to sealing (Fed. Reg. Vol. 53, No. 244, pg. 47008).

18. While any part of the above chain of custody procedures is being performed, it is essential that the urine specimen and custody documents be under the control of the collection site person. If the involved collection site person leaves his or her work station momentarily, the specimen and custody form shall be taken with him or her or shall be secured. After the collection site person returns to the work station, the custody process will continue. If the collection site person is leaving for an extended period of time, the specimen must be secured before he or she leave the site.

NOTE: With regard to blood specimen, the collection site person and the individual shall be present at the same time during procedures outlined in paragraph 6 and 18.

X. LABORATORY ANALYSIS PROCEDURES:

A. Security and Chain of Custody: The drug testing laboratory shall be secured at all times. Sufficient security measures to control access to the premises and to ensure that no unauthorized personnel handle specimen or gain access to the laboratory processes or to areas where records are stored, must be in place. Access to these

ARTICLE 47: DRUG TESTING (CONTINUED)

secured areas shall be limited to specifically authorized individuals whose authorization is documented.

Laboratories shall use chain of custody procedures to maintain control and accountability of specimen from receipt through completion of testing, reporting of results, during storage, and continuing until final disposition of specimen. The date and purpose shall be documented on an appropriate chain of custody form each time a specimen is handled or transferred, and every individual in the chain of command shall be identified. Accordingly, authorized technicians shall be responsible for each urine specimen or aliquot in their possession and shall sign and complete chain of custody forms for those specimens or aliquots as they are received.

B. Receiving: Specimen bottles will normally be retained within the laboratory's accession area until all analyses have been completed. Aliquots and the laboratory's chain of custody forms shall be used by laboratory personnel for conducting initial and confirmatory tests.

1. Short-Term Refrigerated Storage: In the event a specimen does not receive an initial test on the day of receipt, it shall be placed in a secure refrigeration unit. The temperature shall not exceed 6 degrees Celsius. Emergency power equipment shall be available in case of prolonged power failure.

2. Specimen Processing: Quality control consistent NIDA and HRS/NIDA certifications. (Fed. Register Vol. 153, No. 224, pgs. 47011-4470120).

ARTICLE 47: DRUG TESTING (CONTINUED)

C. Initial Test: The initial test shall be performed using an immunoassay method as agreed upon between the provider and the City. The following initial cutoff shall be utilized when screening specimens:

Screening Cut-off Level	Drug (NG/ML)	NG/ML	Gas Chromatography Mass Spectrometry Confirmation
	Amphetamines	1000	500)
	Cannabinoids (THC)		100 15)
	Cocaine 300	150)	NIDA CUTOFF
	Opiates 300	300)	LEVELS
	Phencyclidine (PCP)		25 25)
	Barbiturates 300		200)
	Benzodiazepines	300	300)
	Methaqualone 300		300)
	Alcohol (BLOOD)	0.04 Grams %	

NOTE: These cutoff levels are subject to revision. The laboratory must be able to document its performance at a specified cutoff level by the use of quality control, both open and blind.

If a positive initial test result is consistent with prescribed or over the counter medication listed by an employee of the City of Riviera Beach and/or Consulab Consent Form, then that information should be specified on the toxicology report.

D. Confirmatory Test: All specimens identified as positive on the initial test for current employees shall be confirmed using Gas Chromatography Mass Spectrometry (GCMS) or a better testing method as agreed between the provider and the City. All confirmations for cannabinoids and cocaine metabolites shall be by quantitative analysis. For all other drugs, the confirmatory test shall detect the confirmed presence of a substance.

ARTICLE 47: DRUG TESTING (CONTINUED)

E. Blood Alcohol Screening: Blood Alcohol Screening shall be done upon request. Chain of Custody requirements will be the same as for urine specimen.

All blood alcohol results shall be reported as grams/percent. Confirmation testing of blood specimen shall be performed utilizing enzymatic methods of quantitative alcohol measurement approved by the Florida State Department of Health and Rehabilitative Services (HRS) and/or agreed upon by the City.

F. Testimony: Personnel involved in the administration of drug screens as required by the City of Riviera Beach or court must testify on behalf of the City in case of a Civil Service hearing lawsuit, or similar proceedings, relative to testing procedures and/or chain of custody. Qualified laboratory personnel must also be available to meet with City representatives to discuss testimony related to the aforementioned proceedings.

G. Time Requirements: During Police Random screens, initial screen must be completed within 24 to 48 hours. All initial screens testing positive must be confirmed by GCMS. NO POSITIVE INITIAL SCREEN RESULTS WILL BE ISSUED.

H. Storage of Specimen: The lab shall store positive specimen for a minimum of two (2) years, longer upon request, or if involved in litigation; negative specimens must be stored for a minimum of ninety (90) days.

ARTICLE 47: DRUG TESTING (CONTINUED)

I. Reporting Results: Results must be available within 24 to 48 hours of test. Written test results shall be delivered by person/persons designated by the City, within the aforementioned time frame, Monday through Friday. Verbal results will be released only to authorized persons and may require re-initiation of a phone call. Secured fax machines only, if facsimile is stipulated.

Negative results on the confirmatory test shall be reported as negative. Only specimens confirmed positive shall be reported for a specific drug.

A quarterly statistical summary of drug testing shall be provided to the department's Staff Inspection Sergeant. The summary shall contain the following information:

1. Initial Testing:
 - Number of specimens received:
 - Number of specimens reported out:
 - Number of specimens screened positive for:
 - Amphetamines
 - Barbiturates
 - Benzodiazepines
 - Cocaine Metabolites
 - Cannaboids
 - Methaqualone
 - Opiates
 - Phencyclidine (PCP)

ARTICLE 47: DRUG TESTING (CONTINUED)

J. Special requirements for random drug testing (sworn personnel - Police Department).

Must be able to test up to twenty (20) officers quarterly, Monday through Friday, and be able to schedule collection site personnel by 8:00 a.m.

Must offer the choices of either blood or urine to be used as a sample given for the test.

All containers must be sterilized and individually packaged.

Must keep a portion of the sample received in the event a second test has to be performed. Initial sample divided into two (2) separate containers. Second half of initial sample to be used only when employees who tested positive does not elect to provide any additional sample.

Sample will be tested and reported within 24 to 48 hours on an initial negative test and within 72 hours for a positive, confirmed positive test. (GCMS confirmation).

Must test all samples using an initial screening test and confirming all positive using the Gas Chromatography Mass Spectrometry (GCMS) or better testing.

ARTICLE 47: DRUG TESTING (CONTINUED):

During 180 day period after written notification of a positive test result, the employee who has provided the specimen shall be permitted by the employer to have a portion of the original specimen retested at the employee's expense. Such retesting shall be done at another HRS/NIDA licensed laboratory chosen by the employee or job applicant. Second laboratory must test at equal or greater sensitivity and first laboratory is responsible for transfer and integrity of sample. (Division of Worker's Comp. Rule 38F, pg. 13).

All samples which test positive will be kept under chain of custody condition until all administrative or judicial proceedings are over.

- a. Chain of custody must be proved by the following means:

Witness' signature serves to verify that employee/applicant and collection site person and sample were in view at all times.

- b. Person witnessing via signature on COC form is attesting to this.
- c. Following prescribed chain of custody procedures outlined in the Federal Register and are part of a documentation package.
- d. Same as "C".
- e. Be able to document who received sample, and what happened to it.
- f. Be able to document who retested sample, a how the technician received the sample.
- g. Be able to prove samples kept in a secure location.
- h. Be able to prove that the test results are of the sample in question.

ARTICLE 48: AMERICANS WITH DISABILITIES ACT

The Union and the City acknowledge the duty of the City to comply with the requirements of the Americans with Disabilities Act (ADA). The Union agrees that the City does not violate the terms of this Agreement when the employer complies with the requirements of the ADA by making reasonable accommodations for an employee with a disability or where the employer otherwise changes wages, hours or other working conditions for a disabled employee.

Nothing herein prevents the City from meeting with the employee to discuss the employee's disability and ways to make reasonable accommodations based upon the employee's disability.

ARTICLE 49: EMPLOYEES UNABLE TO PERFORM JOB DUTIES
FOLLOWING ON-THE-JOB INJURY/JOB-RELATED
ILLNESS OR DISABILITY

A. Following an on-the-job injury, job related illness, or job-related disability, an employee has a maximum of twelve (12) months from the date last worked to return to the original duties of the employee's position, with or without a reasonable accommodation. The employee's ability to perform the duties of a position is determined by the employee's physicians and verified by the Police Chief. The Police Chief has the right to seek the medical opinion of a physician of the City's choosing. Should the employee's physician's state that in his medical opinion, within a medical degree of probability the employee will be able to return to work, the employee shall have up to an additional twelve (12) months to return to work. However, in the event the employee has a medical opinion that the employee should be able to return to work, the City has a right to have the employee evaluated by a doctor of its choice. If the City's doctor renders a different opinion, the employee shall be evaluated by a doctor agreed to by both parties. In order for the employee to obtain up to twelve (12) months extension of the time to return to work, the agreed physician's opinion shall support the medical opinion that within a medical degree of probability, the employee will be able to return to work and the agreed upon physician's opinion shall be final.

ARTICLE 49: EMPLOYEES UNABLE TO PERFORM JOB DUTIES
FOLLOWING ON-THE-JOB INJURY/JOB-RELATED
ILLNESS OR DISABILITY (CONTINUED):

If an employee is unable to return to the essential duties of the employee's position with or without reasonable accommodation within twelve (12) months from the date last worked following an on-the-job injury, job-related illness, or job-related disability, or unless extended for medical reason set forth in Section A, the employee will be recommended for termination. A disabled employee will not be terminated if the employee can be reasonably accommodated in the employee's current position, in accordance with the guidelines of the Rehabilitation Act of 1973 as amended, and the Americans with Disabilities Act of 1990.

If an employee returns to work within the twelve (12) month period or unless extended for medical reason set forth in Section A, and has a subsequent recurrence of the same on-the-job injury, job-related illness, or job-related disability, the total combined lost time from work may not exceed fourteen (14) months in the most recent twenty-four (24) month period or if extended for medical reason set forth in Section A. The total combined lost time from work may not exceed twenty-six (26) months in the most recent thirty-six (36) month period.

On the first full day and the remainder of the week, full compensation coverage will be paid on any work connected injury or illness.

POLICE LIEUTENANT
2008-2009 SALARY

<u>Pay Range</u>	<u>Position</u>	<u>Minimum</u>	<u>Maximum</u>
20	Police Lieutenant	\$62,802.54	\$84,401.78

Appendix A

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF RIVIERA BEACH, PALM BEACH COUNTY, FLORIDA, APPROVING THE LONG RANGE PLAN FOR THE RIVIERA BEACH PUBLIC LIBRARY, REQUESTING STATE AID TO LIBRARIES GRANT FUNDING; AND PROVIDING AN EFFECTIVE DATE.

WHEREAS, effective July 1, 2003, the Florida Legislature amended Chapter 257 Florida Statutes to allow application for State Aid to Libraries Grant Funding by municipalities; and

WHEREAS, in order to meet the requirements for application for State Aid to Libraries Grant Funding, the city of Riviera Beach is required to approve submission of same, and

WHEREAS, the City of Riviera Beach already entitles its residents, property owners, children who attend public schools within the City of Riviera Beach, teachers and staff of public schools within its municipal boundaries, and municipal employees, the procurement of free library services; and

WHEREAS, the City Council of the City of Riviera Beach, Florida, deems that it is in the best interest to allow all residents of Palm Beach county, Florida, the procurement of a free library card, so that the City of Riviera Beach may qualify for State Aid to Libraries Grant Funding under Chapter 257 Florida Statutes.

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

SECTION 1. The foregoing "Whereas" clauses are hereby ratified and confirmed as being true and correct and are hereby made a specific part of this Resolution upon adoption hereof.

SECTION 2. The City Council hereby affirms that the City of Riviera Beach is an eligible political subdivision, is the single administrative library unit, and is the designated governing body to provide library services.

SECTION 3. The Library Director shall be the single administrative head employed by the City of Riviera Beach, Florida, to manage the operations of the library with an approved job description, an accredited American Library Association professional degree, and two (2) years of post-degree professional experience in a public library.

SECTION 4. All State Aid to Libraries Grant Funding will be centrally expended by the single administrative head as a part of the library's budget.

SECTION 5. The library will extend reciprocal borrowing privileges to all resident of the service area.

SECTION 6. The Riviera Beach Library will cooperate with all participating libraries, including the Palm Beach County Library System, for joint planning and coordination of library services.

SECTION 7. The Riviera Beach Public Library will continue to operate a minimum of forty (40) hours per week.

SECTION 8. The City Council hereby authorizes the filing of an application for State Aid to Libraries Grant Funding and appropriate City Officials are authorized to execute the application.

SECTION 9. The Riviera Beach Public Library will plan, implement, and execute programs to support the activities of the Plan.

SECTION 10. The Riviera Beach Public Library will promote services and initiatives to meet an overall exemplary level.

SECTION 11. This Resolution shall take effect upon its passage and adoption by City Council.

Passed and Approved this 18TH day of NOVEMBER, 2009.

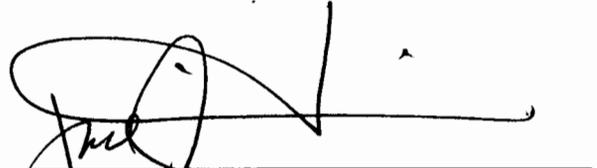
APPROVED:


THOMAS A. MASTERS
MAYOR


DAWN S. PARDO
CHAIRPERSON

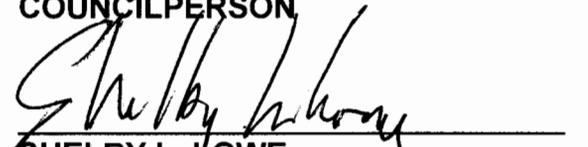
ATTEST:


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: S. LOWE

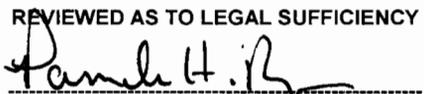
B. BROOKS ABSENT

J. DAVIS AYE

T. JOHNSON AYE

D. PARDO AYE

S. LOWE AYE

REVIEWED AS TO LEGAL SUFFICIENCY

PAMALA HANNA RYAN, CITY ATTORNEY

DATE: 11/10/09

**Riviera Beach Public Library
Long Range Plan
2009 - 2014**

Overview and Planning Process

The Riviera Beach Public Library is applying for State Aid October 1, 2009. This plan meets the requirement that the library have a long range plan covering three to five years to qualify for the Operating State Aid Grant. This plan is supplemented by an Annual Plan of Service and Budget which is filed December 1 yearly, another requirement to receive this State Grant. The Annual Plan of Service contains activities to be accomplished within the coming year. Libraries apply for State Aid every October 1, but a new long range plan is only required when the current plan is out of date.

This plan was developed with input from the staff, library advisory board and community representatives using the Public Library Association (PLA) Planning Process. PLA has defined 18 Service Responses which describe the typical roles or services provided by public libraries in the United States. This planning process assumes that a library plan is based on community needs and local strategic directions set by the City of Riviera Beach. It also assumes that the purpose of a plan is to provide a road map, set priorities and guide the distribution of resources.

Most public libraries have four resources to invest: Collection, Staff, Technology and Facilities. Each role/service response requires a different mix of resources. As a library realigns their priorities, resources must be reallocated to best achieve the goals.

A decision tree was used to help determine those priorities most appropriate for Riviera Beach. It takes into consideration the following questions.

-- Is the library best suited to meet this need?

If yes, how many other organizations are working to meet this need? If there are many, consider collaborating with the most effective organizations. If few, **seriously consider meeting this need as a priority service area for the library.**

If no, how many other organizations are working to meet this need? If many, the library has no role. If few, the library can encourage organizations that are suited to meet this need.

A consultant from the State Library and Archives of Florida facilitated two sessions to prepare the plan, one with staff and the other with a planning committee.

The plan will continue to be revised and updated based on the needs and changes within the Riviera Beach community. The Annual Plan of Service will include more detailed activities to implement the strategic directions outlined in this plan.

Mission Statement

The Riviera Beach Public Library is supported and funded by the City of Riviera Beach, who recognizes the need for providing its citizens and users with information and resources that provide personal growth and enrichment through cultural, informational and recreational exposure to recorded knowledge of all fields in a variety of formats.

Library and Community

LIBRARY

The Riviera Beach Public Library (RBPL) has two facilities, a 14,600 building located in the city complex, and a Cybermobile put in service September 2009. The library is open more than 40 hours. Forty hours is the minimum required to receive State Aid. 17,465 library cards have been issued; 13,775 are Riviera Beach residents. They have access to 81,000 books, 1,320 videos, 2,117 audio materials and 45 computers. The library's operating budget is \$672,150 as of 2009.

Residents borrowed 76,427 items this year and visited the library 119,541 times and used the public internet computers 6,700 times.

The Cybermobile is 37 feet long, 92 inches wide inside and 11 feet high. It contains 7 public computer stations and 2,500 titles. It began providing service in September 2009.

COMMUNITY

The incorporated area of Riviera Beach covers 8 square miles in North Palm Beach County. The State & County Quick Facts Report from the US Census dated August 26, 2009 provided the following statistics. There are 35,846 residents, an increase of 19.9% from April 1, 2000 to July 1, 2006. Twenty-nine percent of the residents are under 18 years old, and 15% are 65 years and older. Of the local residents, 67.8% are black, 27.8% white and 4.5% are Hispanic.

Seventy-two percent of the residents 25 and older have a high school diploma as compared to the state average of 79.9% and 17.7% have a bachelors degree or higher as compared to 22.3% in Florida. The per capital income is \$18,847 as compared to the state income of \$21,557. The report stated that there are 23% people living below poverty level as compared to 12.5% for Florida.

Summary of Library Goals

The planning committee selected the following as the priority service goals for 2009 – 2014.

Service Goals

1. Residents will connect to the online world through public internet access computers at all facilities.
2. Young readers, age 5 years old and under, will gain early literacy skills through programs reaching children, their families and care givers.
3. Residents will learn more about their community's resources and services through the library.
4. Students will succeed in school through the library's homework help program.
5. Residents will understand how to find, evaluate and use information with the help of trained staff, quality resources and technology.
6. Residents will have a comfortable place to visit which has physical and virtual spaces to enhance learning.

Management Goals and Strategies

Strategy 1: Enhancing our economic position

1. Identify sources of funding to supplement the budget
2. Enforce collection of outstanding fines and fees
3. Pursue State Aid to library funding

Strategy 2: Partnerships

1. Provide resources to local elementary and day care centers
2. Provide tutorial meeting space for local volunteers and other non-profit organizations
3. Provide computer application/training sessions

Strategy 3: Maximizing productivity through integrated technology

1. Continue to update and improve library technology applications

Strategy 4: Perfecting our processes and systems

1. Investigate other computer reservation systems for more self sufficiency
2. Improve procedures for collecting and more accountability of money

Strategy 5: Strengthening our employees capabilities

1. Provide in-house circulation application training
2. Enhance staff knowledge of other library systems

Strategy 6: Improving our community image

1. Enhance the appearance of the library facility
2. Provide mobile library services
3. Improve the quality of print communications for the library

Service Goals with Objectives

1. Residents will connect to the online world through public internet access computers at all facilities.

Objective 1.1 ___ people use the library computers to access the Internet.

Objective 1.2 ___ people use the wireless connectivity provided by the library.

2. Young readers, age 5 years old and under will gain early literacy skills through programs reaching children, their families and care givers.

Objective 2.1 ___ preschoolers who attend library programs at the library and in other locations.

Objective 2.2. ___ preschool children who participate in read to me or other similar programs.

Objective 2.3 ___ parents and caregivers who are trained in early literacy techniques

3. Residents will learn more about their community's resources and services through the library.

Objective 3.1 ___ of reference questions answered about the programs, services and activities provided by community agencies and organizations.

Objective 3.2 ___ of presentations made by library staff describing community services

Objective 3.3 ___ of community information packets distributed to new and continuing residents.

Objective 3.4 ___ of people who indicate they found community information through the library's web site.

4. Students will succeed in school through the library's homework help program.

Objective 4.1 ___ of students enrolled in the library homework help program

Objective 4.2 ___ of people in a survey who indicate they use the library for homework

Objective 4.3 ___ of parents of school-age children who respond that the library's homework help program responds to the needs of their children

5. Residents will understand how to find, evaluate and use information with the help of trained staff, quality resources and technology.

- Objective 5.1 ___ people who attend an information literacy class
- Objective 5.2 ___ of people who receive one on one computer assistance
- Objective 5.3 ___ of people who create and maintain an e-mail account
- Objective 5.4 ___ of people who respond that computer training sessions were very good or excellent.

6. Residents will have a comfortable place to visit which has physical and virtual spaces to enhance learning.

- Objective 6.1 ___ of people who have library cards
- Objective 6.2 ___ of people who attend programs at the library
- Objective 6.3 ___ of community groups who meet at the library
- Objective 6.4 ___ of people who visit the library
- Objective 6.5 ___ of people who indicate on a survey that the library is a welcoming, attractive and comfortable place to visit
- Objective 6.6 ___ of people who participate in library blogs, wikis or similar social networking tools sponsored by the library
- Objective 6.7 ___ of people surveyed who indicate that the library web page is easy to navigate

APPENDIX

Preliminary Selection of Service Responses by Staff

Three staff selected six or seven of the service priorities they felt were most important.

All Selected

Learn to Read and Write: Adult, Teen and Family Literacy

Make Career Choices: Job and Career Development

Two Selected

Stimulate Imagination: Reading, Viewing and Listening for Pleasure

Understand How to Find, Evaluate, and Use Information: Information Fluency

Services Responses Not Selected

Discover your Roots: Genealogy and Local History

Satisfy Curiosity: Lifelong Learning

Succeed in School: Homework Help

Visit a Comfortable Place: Physical and Virtual Spaces

Welcome to the United States: Services for New Immigrants

Note: The other nine service responses received one vote out of a possible three.

Eighteen Service Responses Sample Goals

These goals are based on 18 Public Library Association Services Responses which describe typical roles in public libraries. The planning committee reviewed and discussed the goals in the context of the needs of Riviera Beach and the library.

They selected six goals to be the service priorities for this plan. They are Connect to the Online World (4), Create Young Readers (5), Know your Community (9), Succeed in School (15) and Understand How to Find, Evaluate and Use Information (16). The number is the sequence from the list below.

Roles which were not selected but seriously considered were Build Successful Enterprises (2) and Learn to Read and Write (10) which focuses on teen, adult and family literacy.

Service Goals

1. Adults and teens will become better informed citizens by learning more about local, national and world affairs
2. Residents will build successful business and nonprofit enterprises
3. Residents will celebrate diversity and cultural awareness
4. Residents will connect to the online world through public internet access
5. The library will create young readers through early literacy programs reaching children five and under and their families and care givers.
6. Residents will discover their roots through genealogy and local history
7. Residents will express their creativity by creating and sharing content
8. Residents will get facts fast through ready reference services
9. Residents will know more about their community 's resources and services
10. Adults and teens will learn to read and write through the library's adult, teen and family literacy program
11. Residents will make informed career choices through the library's job and career development programs
12. Residents will make informed decisions as related to health, wealth and other life choices.
13. Residents will satisfy their curiosity through the library's lifelong learning program
14. Students will succeed in school through the library's homework help program

15. Residents will understand how to find, evaluate and use information
16. Residents will visit a comfortable place which can support physical and virtual spaces
17. New immigrants and refugees will be welcomed to the United States through the library's programs and services.
18. Residents will be able to stimulate their imagination through a variety of opportunities for reading, viewing and listening for pleasure.

Strengths, Weaknesses, Opportunities and Threats (SWOT)

Riviera Beach Community -- Staff and Planning Committee Input

Strengths	Weaknesses
Young families and mothers	Not enough jobs
Surrounding schools and a new school opening	Crime
Community Centers for Seniors	Affordable homes and agencies who can provide information about
Community Centers for all ages including children	No technical schools that can provide trade certification opportunities for older people
Development and plans for development	Need more topics and videos on health topics and research data centers on-line
Cultural events, festivals etc	Need more staff –especially an information technology specialist
Convenient public transportation	
High Technology devices and equipment	
Opportunities	Threats
New businesses	Low paying jobs
People interested in starting new businesses	Low education attainment rate
Mayor's job fair which serves young adults	Technical schools seem to target younger people
	Crime and drugs as growing problems

Strengths, Weaknesses, Opportunities and Threats (SWOT)

Riviera Beach Public Library -- Staff and Planning Committee Input

Strengths	Weaknesses
Mini version of jazz concerts outside of library	Not enough staff
Job review data kiosk	Security in the library
Passionate citizen involvement	Communication for security in addition to phone
Home grown local residents	People looking at unsavory Internet sites
Security camera	Community schools are not as strong as they could be
Computer lab	Communication within the library
Staff get along well together	Need more children's computers
Library is more attractive	Quiet study room for people to view and listen to media away from others
Library is impressive	
New vision impairment computer	
Hot zone with WIFI	
Poetry week	
Opportunities	Threats
Tutors	Music played on computers speakers is obtrusive to other customers
Cybermobile	People not knowing the hot zone area for WIFI
Room now set up to attract organizations who want to meet at the library	Some customers come in as repeaters looking at bad internet sites and take up space for others looking for jobs
Getting new children's computers	Economy
More workshops for public on things like quality where outside presenters speak	Programs on obesity are not attended but are needed
More staff	Competition between use of computers for games and use for college, applying for jobs
Library volunteer program including community service volunteers	

Youth can learn from older retiring population	etc. Younger educated class wants to leave the area
--	--

RESOLUTION NO. 150-09

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF RIVIERA BEACH, PALM BEACH COUNTY, FLORIDA AUTHORIZING THE MAYOR AND CITY CLERK TO EXECUTE AMENDMENT NUMBER 1 TO INTERLOCAL AGREEMENT BETWEEN PALM BEACH COUNTY AND THE CITY OF RIVIERA BEACH FOR FUNDING OF THE EXPANSION AND RENOVATION OF THE RIVIERA BEACH MARINA AND INCLUDE THE REVISED EXHIBIT A AND EXHIBIT C; AUTHORIZING THE FINANCE DIRECTOR TO REVISE THE BUDGET FOR THE CITY OF RIVIERA BEACH MARINA EXPANSION PROJECT IN THE AMOUNT OF \$5,000,000 AS PROVIDED IN THE REVISED EXHIBITS; AND PROVIDING AN EFFECTIVE DATE.

WHEREAS, on November 2, 2004, a bond referendum was passed by the voters of Palm Beach County for the issuance of general obligation bonds for the purpose of financing the acquisition, construction, and/or improvements to waterfront access in Palm Beach County, in the principal amount of \$50 million ("The \$50 million Waterfront Access Bond"); and

WHEREAS, the Board of County Commissioners, Palm Beach County has approved funding allocations for water access projects; and

WHEREAS, the City of Riviera Beach desires to construct additional docks, boat slips and upgrade restrooms/laundry facilities, install new fuel tanks and upgrade/expand parking area at the City of Riviera Beach Municipal Marina; and

WHEREAS, the Board of County Commissioners, Palm Beach County and City of Riviera Beach entered into an Interlocal Agreement that provided grant funds in amount of \$5,000,000 for the Riviera Beach Marina Expansion Project; and

WHEREAS, the Interlocal Agreement required that the project be completed and open to the public within two (2) years; and

WHEREAS, the City has changed the scope of the project and has requested additional time to complete the project; and

WHEREAS, the Interlocal Agreement has been amended to require that the project be completed and open to the public for its intended use on or before October 1, 2011; and

WHEREAS, at the October 21, 2009 meeting, the City Council approved revisions to Exhibit A to exclude the renovation of the dry storage building and to include demolition of the dry storage facility, construction of ground stands and a temporary rack system; and

WHEREAS, the cost for the aforementioned changes are reflected in the revised detailed cost estimates in Exhibit C.

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 Amendment Number 1 to Interlocal Agreement between Palm Beach County and the City of Riviera Beach for Funding of the Expansion and Renovation of the Riviera Beach Marina and include the revised Exhibit A and Exhibit C.

SECTION 2. That the Finance Director is authorized to revise the budget in the City of Riviera Beach Marina Expansion fund as follows:

REVENUE:

424-00-337709	PB County Water Access Bond	\$5,000,000
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EXPENDITURE:

424-0000-543-1-6251	Wet Slip Replace/Dry Stack Reconfiguration	\$2,250,000
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424-0000-543-2-6251	Restroom & Laundry Improvement	\$ 675,000
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424-0000-543-3-6351	Dock Repair/Replacement	\$ 900,000
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424-0000-543-4-6351	Parking Lot Beautification/Expansion	\$ 150,000
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424-0000-543-5-6351	Fuel Tank Replacement	\$ 560,000
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424-0000-543-6-3101	Professional Services	<u>\$ 465,000</u>
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TOTAL \$5,000,000

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

PASSED AND APPROVED this _____ day of November, 2009.

RESOLUTION NO. _____
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: _____

SECONDED BY: _____

B. BROOKS _____

J. DAVIS _____

T. JOHNSON _____

D. PARDO _____

S. LOWE _____

REVIEWED AS TO LEGAL SUFFICIENCY



PAMALA HANNA RYAN, CITY ATTORNEY

DATE: 11/13/09

Exhibit "A"

Project Description

Phase I Marina Repair/Renovation Project Description

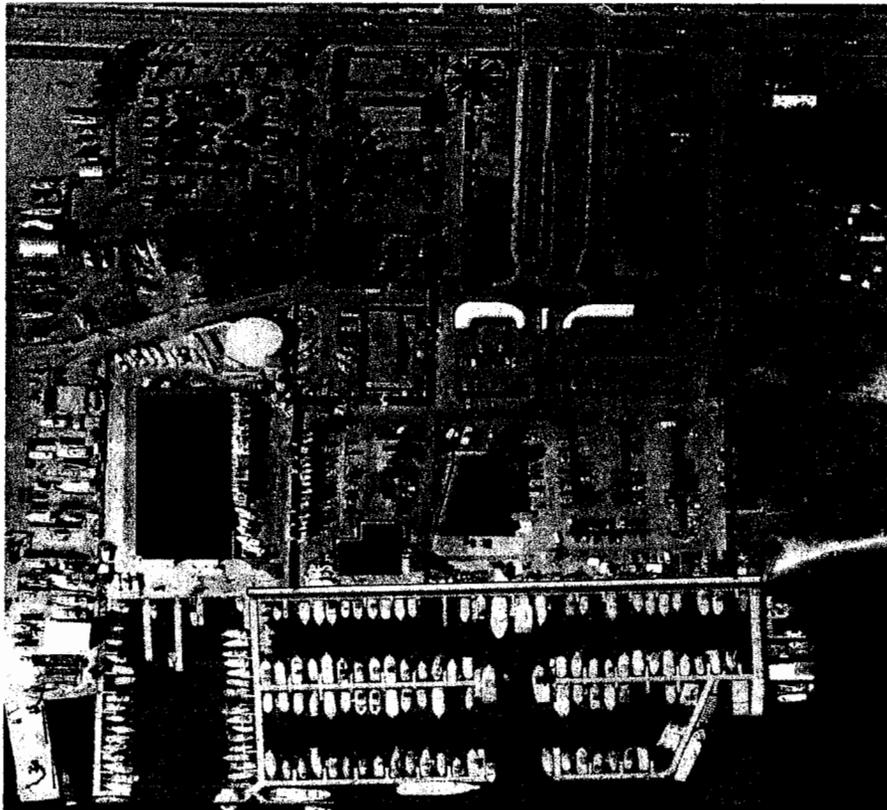
Phase 1 will deal with the immediate needs for structural and life safety issues as well as the overall look and feel of the marina from the 13th street entrance.

The repairs to the dry stack building and adjacent areas will include repair/replacement of structural members as outlined in the Slider Engineering repair plan, repairs to electrical and lighting, concrete repairs to the aisle way and western apron and repairs to the retractable doors and standard doors.

The repairs and replacement of the fire hydrant system under the docks, the addition of fire extinguisher and life ring placement and electrical work will be in accordance with NFPA code and greatly increase the safety of the wet slip facilities. Repairs to finger piers, replacement of some key pilings will increase wet slip availability and provide safer docking. Repairs to storm water issues at the end of 13th Street; (Lake Tiki) is needed as the flooding presents a hazard and is detrimental to customers being able to access restaurant facilities.

Renovation of the existing restroom and shower facilities and laundry is desperately needed and will facilitate the customer's needs until complete building replacement is accomplished. Additionally, we are partnering with The Parks and Recreation Department to increase access and facilities at the waterfront Bicentennial Park by designing walkways, lighting and landscape and restroom facilities. The construction of these facilities would be included in a future phase.

Phase 1: Repair and Renovation Plan



PHASE 1A

- DRY STORAGE BUILDING REPAIR
- DOCKS - REPLACE FIRE HYDRANT & ELECTRICAL SYSTEMS AND DOCK REPAIRS
- REGRADE AND REPAIR PAVEMENT WALKWAY
- RENOVATE NEWCOMB HALL RESTROOMS.
- REPLACE AND UPGRADE LANDSCAPING ALONG FRONT AND ENTRANCE OF MARINA PROPERTY
- NEW SIGNAGE AND LANDSCAPING AT 13TH STREET AND U.S. HIGHWAY 1
- SHOWERS AND RESTROOM CABANAS



**AMENDMENT NUMBER 1 TO INTERLOCAL AGREEMENT BETWEEN
PALM BEACH COUNTY AND THE CITY OF RIVIERA BEACH FOR FUNDING OF
THE EXPANSION AND RENOVATION OF THE RIVIERA BEACH MARINA**

THIS INTERLOCAL AGREEMENT is made and entered into on _____, 2009 by and between PALM BEACH COUNTY, a political subdivision of the State of Florida, hereinafter referred to as "COUNTY", and the City of Riviera Beach, a Florida municipal corporation, hereinafter referred to as " MUNICIPALITY ".

W I T N E S S E T H:

WHEREAS, MUNICIPALITY owns property located at 200 E 13 Street in Riviera Beach; and

WHEREAS, on November 2, 2004, a bond referendum was passed by the voters of Palm Beach County for the issuance of general obligation bonds for the purpose of financing the acquisition, construction, and/or improvements to waterfront access in Palm Beach County, in the principal amount of \$50 Million ("the \$50 Million Waterfront Access Bond"); and

WHEREAS, the COUNTY allocated Municipality \$5 Million Dollars for expansion and renovation of the City Marina; and

WHEREAS, County and Municipality entered into a Interlocal Agreement dated February 27, 2007 (R-2007-0349) which established the \$5 Million Dollar grant to Municipality, defined the scope of the project, and set forth the terms and conditions upon which the grant funds would be expended; and

WHEREAS, the Interlocal Agreement required that the Project be completed and open to the public within two (2) years; and

WHEREAS, Municipality has changed the scope of the project and has requested additional time to complete the project.

NOW, THEREFORE, in consideration of the mutual covenants, promises and representations contained herein, the parties hereto agree as follows:

1. Section 1.03 of the Interlocal Agreement is hereby modified to replace the Project Description, Conceptual Site Plan and Cost Estimate attached as Exhibits "A", "B" and "C" to the Interlocal Agreement with the revised Project Description Conceptual Site Plan and Cost Estimate attached hereto as Exhibits "A", "B" and "C".
2. Section 2.06 of the Interlocal Agreement is hereby amended to require that the Project be completed and open to the public for its intended use on or before October 1, 2011. No further extensions to this Interlocal Agreement shall be considered.
3. Section 5.02 is hereby amended to read as follows:

The term of this Interlocal Agreement shall be for a period of thirty (30) years commencing upon the date of execution of this Amendment Number 1 to Interlocal Agreement by the parties hereto. MUNICIPALITY shall restrict its use of the Project to public waterfront access purposes only unless otherwise agreed to in writing by the parties hereto.

IN WITNESS WHEREOF, the parties have caused this Amendment Number 1 to Interlocal Agreement to be executed on the day and year first above written.

ATTEST:
SHARON R. BOCK,
CLERK & COMPTROLLER

PALM BEACH COUNTY, FLORIDA BY ITS
BOARD OF COUNTY COMMISSIONERS

By: _____
Deputy Clerk

By: _____
John F. Koons, Chairman

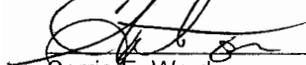
APPROVED AS TO FORM AND
LEGAL SUFFICIENCY:

APPROVED AS TO TERMS AND
CONDITIONS:

By: _____
County Attorney

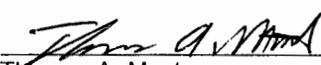
By: _____
Dennis L. Eshleman, Director
Parks and Recreation Department

WITNESSES:



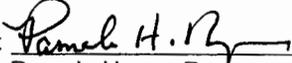
Carrie E. Ward
Master Municipal Clerk
City Clerk

CITY OF RIVIERA BEACH

By: 

Thomas A. Masters
Mayor

APPROVED AS TO FORM AND
LEGAL SUFFICIENCY:

By: 

Pamala Hanna Ryan
City Attorney

Exhibit "A"
Project Description



Location Map: City Marina



Phase I Marina Repair/Renovation Project Description

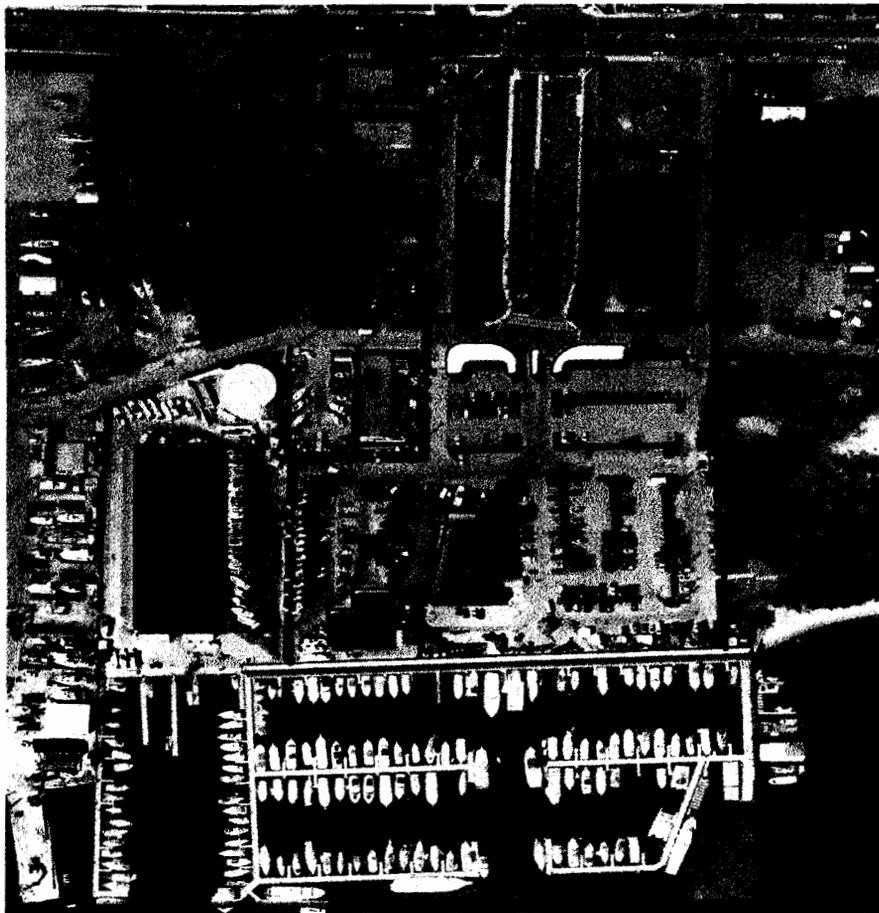
Phase 1 will deal with the immediate needs for structural and life safety issues as well as the overall look and feel of the marina from the 13th street entrance.

The Dry Storage building is deemed obsolete, so repairs to this facility would not be a prudent use of funds nor would it result in an asset for the citizens of Palm Beach County. We will demolish the 100' x 300" structure as well as the detached offices. Once demolished, we will construct additional boat storage by use of ground stands and temporary rack systems or a combination of both. The demolished office spaces will be replaced with modular building(s) out of the path of forklift traffic.

The repairs and replacement of the fire hydrant system under the docks, the addition of fire extinguisher and life ring placement and electrical work will be in accordance with NFPA code and greatly increase the safety of the wet slip facilities. Repairs to finger piers, replacement of some key pilings will increase wet slip availability and provide safer docking. Repairs to storm water issues at the end of 13th Street; is needed as the flooding presents a hazard and is detrimental to customers being able to access restaurant facilities.

Renovation of the existing restroom and shower facilities and laundry is desperately needed and will facilitate the customer's needs until complete building replacement is accomplished. Additionally, we are partnering with the Parks and Recreation Department to increase access and facilities at the waterfront Bicentennial Park by designing walkways, lighting and landscape and restroom facilities. The construction of these facilities would be included in a future phase.

Phase 1: Repair and Renovation Plan



PHASE 1A

- DRY STORAGE
BUILDING REPAIR
- DOCKS - REPLACE FIRE HYDRANT &
ELECTRICAL SYSTEMS AND DOCK REPAIRS
- REGRADE AND REPAIR PAVER WALKWAY
- RENOVATE NEWCOMB HALL RESTROOMS.
- REPLACE AND UPGRADE LANDSCAPING
ALONG FRONT AND ENTRANCE OF MARINA PROPERTY
- NEW SIGNAGE AND LANDSCAPING AT
13TH STREET AND U.S. HIGHWAY 1
- SHOWERS AND RESTROOM CABANAS



Future Required Work: To be further integrated into additional developing Marina District Plans.

The future phases for redevelopment of the Marina and surrounding district will be brought before the CRA and City Council for review and consideration at a future meeting.

The work described below is critical to the overall improvement and enhancement of the Cities Marina, however the work needs to be coordinated and modified before receiving board approval to ensure that the funds are spent in accordance with the long-term plans for the Marina and Marina District as they are developed.

Phase II Design, Engineering and Permit

Phase II will include the design, engineering and permitting for the repair/replacement of the 900' main bulkhead and design, engineering and permit for floating dock replacement. The length of this phase will depend strictly on the length of time to obtain permits. It is likely that this phase will begin prior to the completion of Phase 1

Additional Marina parking lot improvements are planned during Phase II*, these include modest landscaping and irrigation improvements which will increase the "curb appeal" of the marina and make it more inviting for boaters and non-boaters alike. Expansion of parking into remnant parcels will ease the strain on an overcrowded parking area. Hardscape repairs and enhanced lighting of the parking lot and a lighted promenade leading into the park coordinated with current landscape/development plans for public enjoyment. Also included will be repairs and upgrades to various walkways in the marina and improvement of all ADA requirements. It is anticipated that the above improvements will be developed and brought back before the board in 6-8 months. This allows enough time to complete plans and coordinate the work with future Marina development proposals.

* These cost are shown under Phase 1 in exhibit C

Phase III, Construction

Phase III will begin the process of construction of the new bulkhead and infrastructure changes necessary to support the new docks. The new bulkhead will be constructed within 12 inches of the existing bulkhead and raised (cap) approximately 12 inches. This will facilitate a tiered approach to the promenade and upland grade.

The dock layout below is shown for general planning purposes only and is not a final design. The new docks will be floating docks, with suitable utilities including in slip sewage pump out. The dock design will be reoriented to allow for easier dockage and the floating system enhances embarking and debarking of vessels, in short a much more user friendly marina. The goal would be to maintain or moderately expand the slip counts while widening the slips to industry standards. To the extent possible, this work will be done incrementally to enable the marina to stay operational and reduce the impact to the customers, however it is anticipated that certain

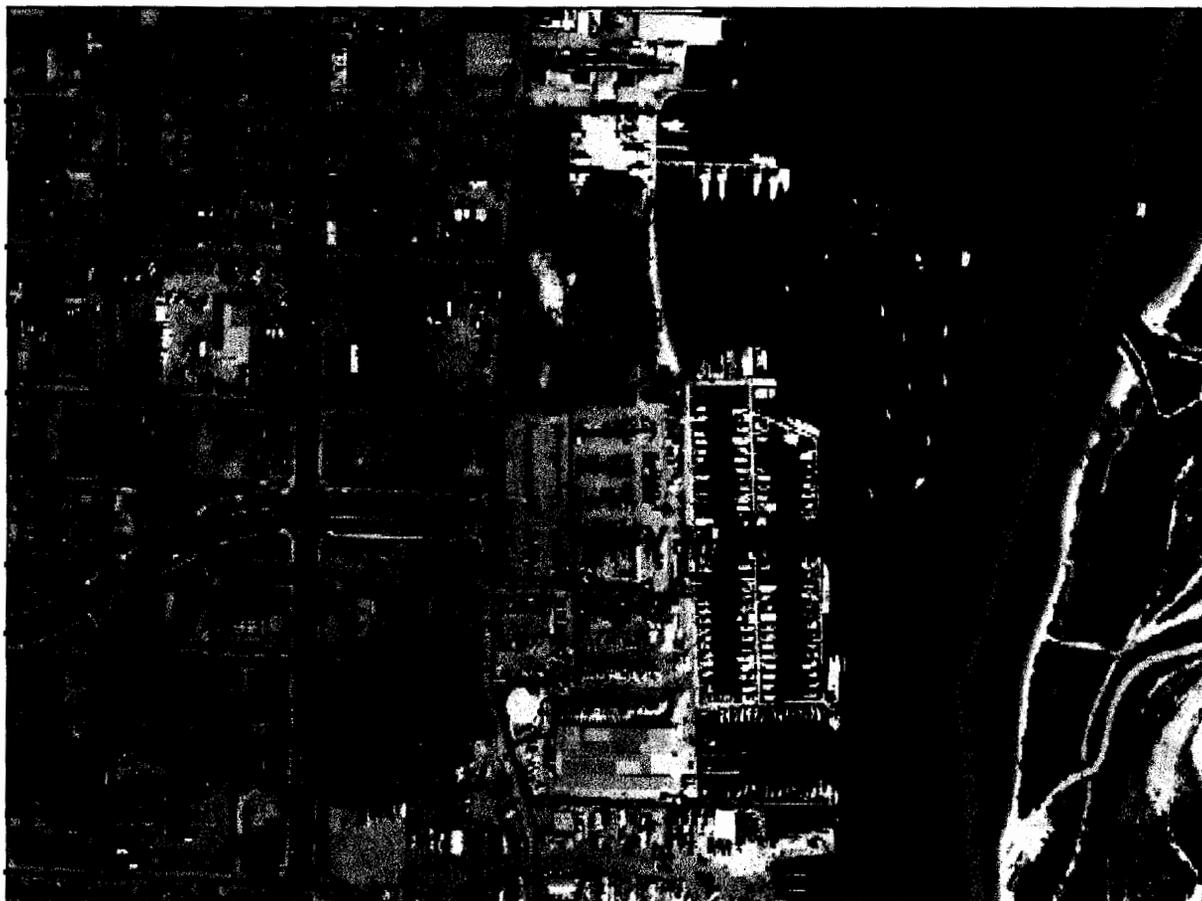
projects will necessitate the closure of the marina for an undetermined period of time. Due to the amount of grading and upland infrastructure work necessary, Phase III will commence as soon as permits are in hand.

Phase II and III



Exhibit "B"

Site Plan



Location Map: City Marina



**EXHIBIT C
DETAILED COST ESTIMATES**

Grant funds reimbursed to date	
Forklift stops and concrete repair	\$170,000
Pending reimbursement	
Fuel tank replacement	\$562,789
Total Funds obligated	\$732,789
Balance of available Grant	\$4,267,211

Phase 1 Repair/Renovation		Funding Source
Dry Stack Building demolition/new racks	\$260,000	
Wet Dock Mechanical/Structural	\$319,608	
Restrooms>Showers/Laundry	\$223,904	
Hardscape/landscape	\$175,677	
Parking lot expansion	\$75,000	
Soft Cost	\$73,759	
Contingency	\$112,795	
Total Phase 1	\$1,240,743	
Phase 2 Engineering/Design		
Bulkhead assesment/engineering and Design	\$60,000	
Dock replacement design/permit	\$379,500	
Surveys and technicals	\$145,500	
Utilities/Stormwater	\$157,000	
Total Estimated Phase 2	\$742,000	
Phase 3 Dock and Bulkhead Replacement*		
Floating Dock Replacement (170 slips)	\$4,250,000	
Bulkhead Replacement (900')	\$900,000	
Contingency	\$515,000	
Total Estimated Phase 3	\$5,665,000	
Tota Estimate All Phases	\$7,647,743	

* These estimates will greatly depend upon results of Engineering and Design phases. Cost will be determined based on several factors including layout, number of slips and square footage. Cost will exceed balance of County Grant so additional funding sources, such as the FWC Boating Infastructure Grant (Big P) are being identified and applied for. Accordingly, each phase and funding for project within the phase will be treated independantly.