

RESOLUTION NO. 23-09

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF RIVIERA BEACH, PALM BEACH COUNTY, FLORIDA, APPROVING A MEMORANDUM OF UNDERSTANDING BETWEEN FLORIDA POWER AND LIGHT COMPANY AND THE CITY OF RIVIERA BEACH FOR THE CONSTRUCTION AND MAINTENANCE OF A CITY WELCOME SIGN TO BE FUNDED THROUGH A \$50,000 CONTRIBUTION FROM FLORIDA POWER AND LIGHT COMPANY; AUTHORIZING THE MAYOR AND CITY CLERK TO EXECUTE THE MEMORANDUM OF UNDERSTANDING AND FURTHER, DIRECTING AND AUTHORIZING THE FINANCE DIRECTOR TO ESTABLISH A BUDGET FOR SAME; AND PROVIDING AN EFFECTIVE DATE.

WHEREAS, in October 2007, FP&L committed to the City that FP&L would increase its landscaping in and around the Riviera Beach Power Plant; and

WHEREAS, in April 2008, FP&L announced its plans to modernize its Riviera Beach Power Plant and as part of the site plan the City approved in October 2008, FP&L proposed a substantial amount of landscaping within the footprint of the modernized Riviera Beach Plant; and

WHEREAS, the purpose of this Memorandum of Understanding is to address the landscaping installation and maintenance at the intersection of FP&L's transmission corridor at Australian Avenue, depicted on Attachment "A"; and

WHEREAS, as part of this Memorandum of Understanding, FP&L has committed to the City that FP&L will provide the City with a one time payment of \$50,000 for the City to use to purchase, install, and perpetually maintain a Sign and landscaping of the area immediately surrounding the Sign on FP&L's property at the Signage Location; and

WHEREAS, the City agrees to accept FP&L's one time payment of \$50,000 to be used to purchase, install, and perpetually maintain the Sign and landscaping at the Signage Location; and

WHEREAS, it is City Council's consensus to select the FP&L sign which is Option II, depicted on Attachment "B".

RESOLUTION NO. 23-09

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

SECTION 1. That the Mayor and City Clerk are hereby authorized to execute the Memorandum of Understanding with Florida Power and Light Company accepting the \$50,000 for construction and perpetual maintenance of the sign.

SECTION 2. The Finance Director is directed and authorized to establish a bUdget for the construction and maintenance of a City of Riviera Beach Welcome Sign.

SECTION 3. A copy of the Memorandum of Understanding is attached hereto and made a part of this Resolution.

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

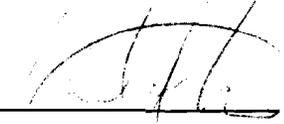
PASSED and APPROVED this 18TH day of MARCH 2009.

RESOLUTION NO. 23-09

-3-

APPROVED:

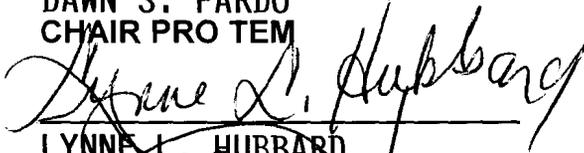

THOMAS A. MASTERS
MAYOR


CEDRICKA THOMAS
CHAIRPERSON

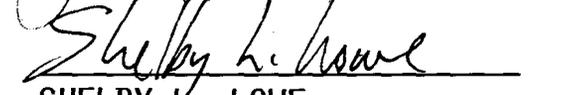
ATTEST:-


CARRIE E. WARD
MASTER MUNICIPAL CLERK
CITY CLERK


DAWN S. PARDO
CHAIR PRO TEM


LYNNE L. HUBBARD
COUNCILPERSON

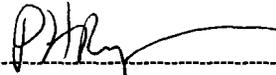

JUDY L. DAVIS
COUNCILPERSON


SHELBY V. LOWE
COUNCILPERSON

MOTIONED BY: J. DAVIS
SECONDED BY: D. PARDO

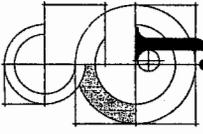
C. THOMAS : AYE
D. PARDO : AYE
L. HUBBARD: AYE
J. DAVIS : AYE
S. LOWE : OUT

REVIEWED AS TO LEGAL SUFFICIENCY


PAMALA HANNA RYAN, CITY ATTORNEY

DATE: 3/2/09

PDW:4pm.030909



Jon E. Schmidt and Associates
Landscape Architecture & Site Planning
2247 Palm Beach Lakes Blvd., Suite 101
Palm Beach, Florida 33480
Tel: (561) 684-4141 • Fax: (561) 684-4142
E-mail: j.schmidt@jasa.net
License No.: LC20000232

Riviera Beach Energy Center

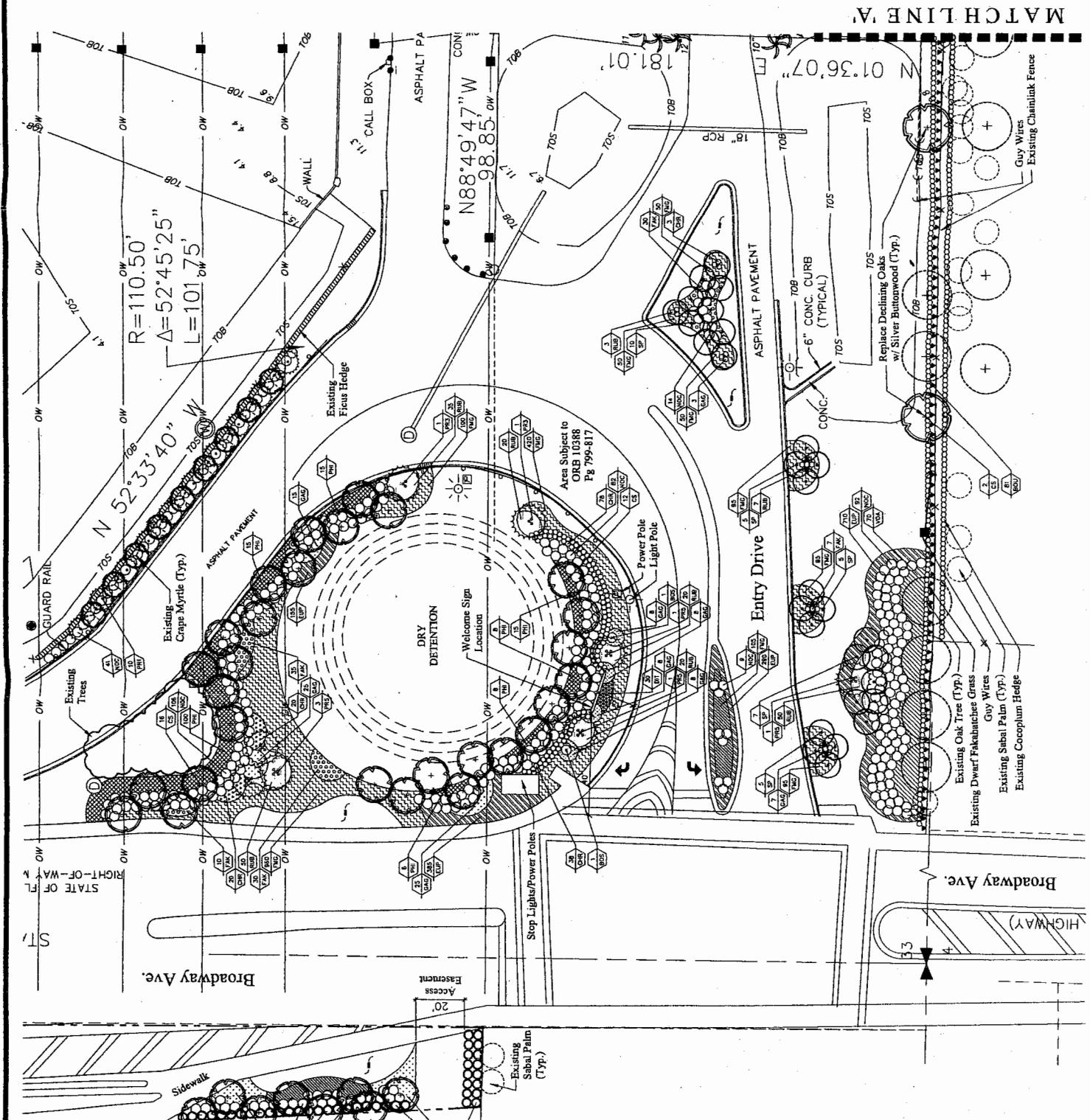
Riviera Beach, Florida

Date: 07/18/08
Scale: 1" = 20'-0"
Design By: MLD
Drawn By: ALC
Checked By: JBS
File No.: 457.02
Job No.: 06-34

REVISIONS / SUBMISSIONS
09/05/08 Comments
08/07/08 Comments
02/22/08 Comments

NOT VALID WITHOUT THE SIGNATURE AND ORIGINAL WETED SEAL OF A FLORIDA LICENSED LANDSCAPE ARCHITECT.

Prepared For:
FLORIDA RECREATION AND CONSERVATION
Conceptual Landscape Plan



Replacement Note:
1. FUTURE DECLINING TREES AND PALMS WILL BE REPLACED PER CURRENT AND APPLICABLE NURSERY STANDARDS.

Plant List

Sym	Key	Qty	Common Name/Scientific	Ht.	Spr.	Remarks
○	1	1	SEMI-PALM	10'	1	REMOVE EXISTING
○	2	1	SEMI-PALM	10'	1	REMOVE EXISTING
○	3	1	SEMI-PALM	10'	1	REMOVE EXISTING
○	4	1	SEMI-PALM	10'	1	REMOVE EXISTING
○	5	1	SEMI-PALM	10'	1	REMOVE EXISTING
○	6	1	SEMI-PALM	10'	1	REMOVE EXISTING
○	7	1	SEMI-PALM	10'	1	REMOVE EXISTING
○	8	1	SEMI-PALM	10'	1	REMOVE EXISTING
○	9	1	SEMI-PALM	10'	1	REMOVE EXISTING
○	10	1	SEMI-PALM	10'	1	REMOVE EXISTING
○	11	1	SEMI-PALM	10'	1	REMOVE EXISTING
○	12	1	SEMI-PALM	10'	1	REMOVE EXISTING
○	13	1	SEMI-PALM	10'	1	REMOVE EXISTING
○	14	1	SEMI-PALM	10'	1	REMOVE EXISTING
○	15	1	SEMI-PALM	10'	1	REMOVE EXISTING
○	16	1	SEMI-PALM	10'	1	REMOVE EXISTING
○	17	1	SEMI-PALM	10'	1	REMOVE EXISTING
○	18	1	SEMI-PALM	10'	1	REMOVE EXISTING
○	19	1	SEMI-PALM	10'	1	REMOVE EXISTING
○	20	1	SEMI-PALM	10'	1	REMOVE EXISTING
○	21	1	SEMI-PALM	10'	1	REMOVE EXISTING
○	22	1	SEMI-PALM	10'	1	REMOVE EXISTING
○	23	1	SEMI-PALM	10'	1	REMOVE EXISTING
○	24	1	SEMI-PALM	10'	1	REMOVE EXISTING
○	25	1	SEMI-PALM	10'	1	REMOVE EXISTING
○	26	1	SEMI-PALM	10'	1	REMOVE EXISTING
○	27	1	SEMI-PALM	10'	1	REMOVE EXISTING
○	28	1	SEMI-PALM	10'	1	REMOVE EXISTING
○	29	1	SEMI-PALM	10'	1	REMOVE EXISTING
○	30	1	SEMI-PALM	10'	1	REMOVE EXISTING
○	31	1	SEMI-PALM	10'	1	REMOVE EXISTING
○	32	1	SEMI-PALM	10'	1	REMOVE EXISTING
○	33	1	SEMI-PALM	10'	1	REMOVE EXISTING
○	34	1	SEMI-PALM	10'	1	REMOVE EXISTING
○	35	1	SEMI-PALM	10'	1	REMOVE EXISTING
○	36	1	SEMI-PALM	10'	1	REMOVE EXISTING
○	37	1	SEMI-PALM	10'	1	REMOVE EXISTING
○	38	1	SEMI-PALM	10'	1	REMOVE EXISTING
○	39	1	SEMI-PALM	10'	1	REMOVE EXISTING
○	40	1	SEMI-PALM	10'	1	REMOVE EXISTING
○	41	1	SEMI-PALM	10'	1	REMOVE EXISTING
○	42	1	SEMI-PALM	10'	1	REMOVE EXISTING
○	43	1	SEMI-PALM	10'	1	REMOVE EXISTING
○	44	1	SEMI-PALM	10'	1	REMOVE EXISTING
○	45	1	SEMI-PALM	10'	1	REMOVE EXISTING
○	46	1	SEMI-PALM	10'	1	REMOVE EXISTING
○	47	1	SEMI-PALM	10'	1	REMOVE EXISTING
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○	69	1	SEMI-PALM	10'	1	REMOVE EXISTING
○	70	1	SEMI-PALM	10'	1	REMOVE EXISTING
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○	95	1	SEMI-PALM	10'	1	REMOVE EXISTING
○	96	1	SEMI-PALM	10'	1	REMOVE EXISTING
○	97	1	SEMI-PALM	10'	1	REMOVE EXISTING
○	98	1	SEMI-PALM	10'	1	REMOVE EXISTING
○	99	1	SEMI-PALM	10'	1	REMOVE EXISTING
○	100	1	SEMI-PALM	10'	1	REMOVE EXISTING



46 Hours Before Digging
Call 813-986-3111

RESOLUTION NO. 24-09

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF RIVIERA BEACH, PALM BEACH COUNTY, FLORIDA AUTHORIZING THE CITY MANAGER TO SUBMIT A GRANT APPLICATION FOR MUNICIPAL MARINA REMEDIATION UNDER THE FLORIDA INLAND NAVIGATION DISTRICT WATERWAYS ASSISTANCE PROGRAM; AND PROVIDING AN EFFECTIVE DATE.

WHEREAS, The City of Riviera Beach ("City") is a municipal corporation of the State of Florida with such power and authority as has been conferred upon it by the Florida Constitution and Chapter 166, Florida Statutes; and

WHEREAS, the City is interested in carrying out the following described project for the enjoyment of the citizens of Riviera Beach and the State of Florida:

Project Title: Municipal Marina Remediation

Total Estimated Cost: \$950,000

Brief Description of Project: Phase I will consist of engineering, surveying, permitting and design. The project includes construction of a new dry stack building, floating docks and utilities, high speed fueling stations and waste pump-out and maintenance dredging of the marina basin. Inclusive of the improvements will be increasing the bulkhead height and implementing storm water management facilities. The projected slip numbers include 350 dry slips and 162 wet slips. A substantial number of the wet slips will be available for transient use.

WHEREAS, Florida Inland Navigation District financial assistance is required for the program described above.

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 authorizes the submittal of an application to the Florida Inland Navigation District in the amount of 50% of the actual cost of the project.

SECTION 2. The City of Riviera Beach certifies to the following:

1. That it will accept the terms and conditions set forth in FIND rule 66B-2 F.A.C. and which will be a part of the Project Agreement for any assistance awarded under the attached proposal.

2. That it is in complete accord with the attached proposal and that it will carry out the Program in the manner described in the proposal and any plans and specifications attached thereto unless prior approval for any change has been received from FIND.
3. That it has the ability and intention to finance its share of the cost of the project and that the project will be operated and maintained at the expense of the said City of Riviera Beach for public use.
4. That it will not discriminate against any person based on race, color or national origin in the use of said property or facility acquired or developed pursuant to this proposal, and shall comply with the terms and intent of Title VI of the Civil Rights Act of 1964, BI 88.352 (1964) and design and construct the facilities to comply with statues relating to accessibility by handicapped persons as well as other federal, state and local laws, rules and requirements.
5. That it will maintain adequate financial records on the proposed project to substantiate claims for reimbursement.
6. That it will make available to FIND if requested, a post audit of expenses incurred on the project prior to, or in conjunction with, request for the final 10% of the funding agreed to by FIND.

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

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RESOLUTION NO. 24-09
PAGE 3

PASSED AND APPROVED THIS 10th DAY OF March, 2009

APPROVED:

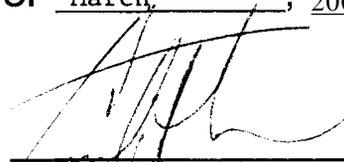


THOMAS A. MASTERS
MAYOR

(MUNICIPAL SEAL)

ATTEST


CARRIE E. WARD
MASTER MUNICIPAL CLERK
CITY CLERK



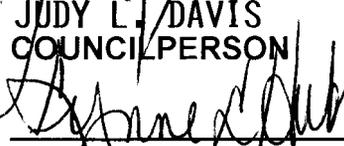
CEDRICK A. THOMAS
CHAIRPERSON



DAWN S. PARDO
CHAIR PRO-TEM



JUDY L. DAVIS
COUNCILPERSON



LYNNE L. HUBBARD
COUNCILPERSON



SHELBY L. LOWE
COUNCILPERSON

MOTIONED BY: D. PARDO

SECONDED BY: L. HUBBARD

C. THOMAS AYE

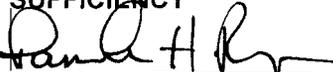
D. PARDO AYE

J. DAVIS AYE

L. HUBBARD AYE

S. LOWE OUT

REVIEWED AS TO LEGAL
SUFFICIENCY



CITY ATTORNEY
CITY OF RIVIERA BEACH
Date 3/11/09

RESOLUTION NO. 25-09

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF RIVIERA BEACH, PALM BEACH COUNTY, FLORIDA, ACCEPTING PALM BEACH COUNTY BOARD OF COUNTY COMMISSIONERS RECREATION ASSISTANCE PROGRAM (RAP) FUNDS IN THE AMOUNT OF \$2,500 FOR COSTS ASSOCIATED WITH THE 2008 ANNUAL WINTER WONDERLAND TOY GIVE-A-WAY; AND PROVIDING FOR AN EFFECTIVE DATE.

WHEREAS, the Palm Beach County Board of County Commissioners through its Recreation Assistance Program (RAP), has the authority to offer funds to assist agencies with public events; and

WHEREAS, the City of Riviera Beach Civil Drug Court has been awarded funds in the amount of \$2,500 to cover costs associated with the annual Winter Wonderland Toy Give-A-Way; and

WHEREAS, these funds will be used to cover the costs of toys distributed to the children of Palm Beach County, Florida; and

WHEREAS, the City of Riviera Beach Civil Drug Court has successfully conducted the event and distributed toys to more than 450 children.

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

SECTION 1: That the City Council authorizes acceptance of (RAP) funds in the amount of \$2,500.

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

Revenue:		
148-00-337698	Winter Wonderland	\$2,500.00
Expenditure:		
148-1618-569-0-4801	Promotional Activities	\$2,500.00

Resolution No. 25-09

Page-2-

SECTION 3: That the Mayor and City Clerk are authorized to execute the reimbursement agreement attached hereto.

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

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

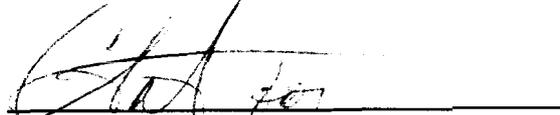
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RESOLUTION NO. 25-09

PAGE - 3 -

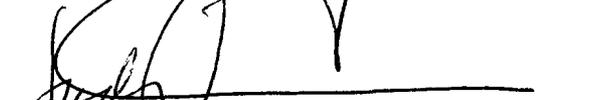
APPROVED:


MAYOR
THOMAS A. METERS


CARRIE E. WARD
MASTER MUNICIPAL CLERK
CITY CLERK


CHAIRPERSON
CEDRICK A. THOMAS


CHAIR PRO TEM
DAWN S. PARDO


COUNCILPERSON
JUDY L. DAVIS


COUNCILPERSON
LYNNE L. HUBBARD


COUNCILPERSON
SHELBY L. LOWE

MOTIONED BY: J. DAVIS

SECONDED BY: D. PARDO

C. THOMAS AYE

D. PARDO AYE

J. DAVIS AYE

L. HUBBARD AYE

S. LOWE OUT

REVIEWED AS TO LEGAL SUFFICIENCY


PAMALA HANNA RYAN, CITY ATTORNEY

DATE: 3/10/09

RESOLUTION NO. 26-09 -

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF RIVIERA BEACH, PALM BEACH COUNTY, FLORIDA, AMENDING THE JOB CLASSIFICATION LIST BY CREATING THE UNCLASSIFIED POSITION OF PROJECTS MANAGER UNDER CLASS TITLE ADMINISTRATIVE AND PROVIDING AN EFFECTIVE DATE.

WHEREAS, City Council has approved the unclassified position of Projects Manager in the 2008-2009 Budget; and

WHEREAS, the position has to be created and adding to the Job Classification List under the Job Title Administrative; and

WHEREAS, there is a dire need for the City to fill this position to coordinate various projects in the City.

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 unclassified position of Projects Manager be created and added to the Job Classification List as follows:

JOB CLASSIFICATION LIST	POSITION	PAY GRADE	SALARY
Administrative	Projects Manager	23	\$66,099 \$99,149

RESOLUTION NO. 26-09 -
PAGE2

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

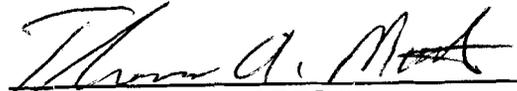
PASSED AND APPROVED this 18TH **day of** MARCH_____, **2009.**

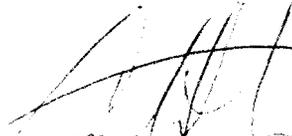
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RESOLUTION NO. 26-09

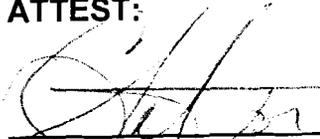
PAGE 3

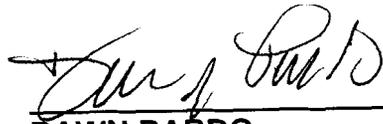
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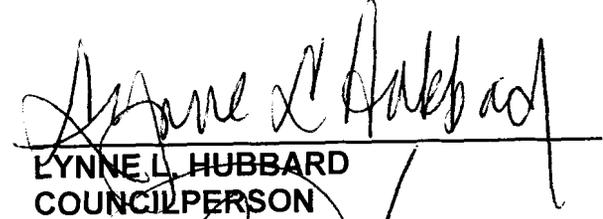

THOMAS A. MASTERS
MAYOR

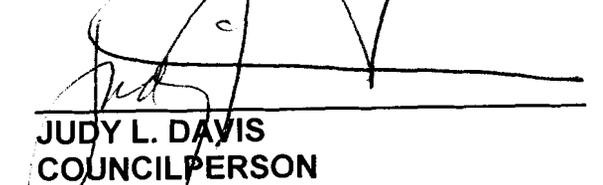

CEDRICK THOMAS
CHAIRPERSON

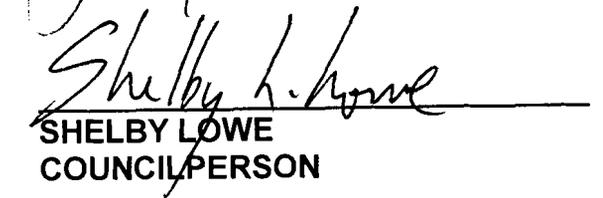
ATTEST:


CARRIE E. WARD,
MASTER MUNICIPAL CLERK
CITY CLERK


DAWN PARDO
CHAIR PRO TEM


LYNNE L. HUBBARD
COUNCILPERSON


JUDY L. DAVIS
COUNCILPERSON


SHELBY LOWE
COUNCILPERSON

MOTIONED BY: J. DAVIS

SECONDED BY: L. HUBBARD

C. THOMAS AYE

D. PARDO AYE

L. HUBBARD AYE

J. DAVIS AYE

S. LOWE OUT

REVIEWED AS TO LEGAL SUFFICIENCY

PAMALA HANNA RYAN, CITY ATTORNEY

DATE: _____

RESOLUTION NO. 27-09

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF RIVIERA BEACH, PALM BEACH COUNTY, FLORIDA, AUTHORIZING SETTLEMENT IN THE MATTER OF HIRAM DANIELS, III VS. THE CITY OF RIVIERA BEACH, CASE NO. 502007CA010866XXXXMBAJ; AUTHORIZING GALLAGHER BASSETT TO MAKE PAYMENT ON BEHALF OF THE CITY IN THE AMOUNT OF \$25,000.00 AS FULL SETTLEMENT; AND PROVIDING AN EFFECTIVE DATE.

WHEREAS, Hiram Daniels was involved in a car accident with a City of Riviera Beach Police Detective Melvin Fergusson in December 2006 where Mr. Daniels suffered bodily injury; and

WHEREAS, although Mr. Daniels was charged with the accident because he ran a stop sign, there may be sufficient evidence to show that Detective Fergusson may have had some liability in the accident as well; and

WHEREAS, Mr. Daniels filed a lawsuit against the City in July 2007, where he demanded \$100,000; and

WHEREAS, after mediating the matter, the parties have tentatively agreed to settle the case for \$25,000, subject to City Council approval.

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

SECTION 1. That settlement in the matter of *Hiram Daniels, III vs. City of Riviera Beach*, Case No. 502007CA 01 0866XXXXMBAJ, is hereby approved in the total amount of \$25,000.00, which includes attorneys fees and costs.

SECTION 2. That Gallagher Bassett is authorized to make payment on behalf of the City, after receiving a general release from Mr. Daniels.

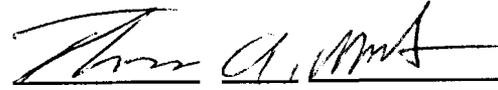
SECTION 3. That this resolution shall take effect immediately upon its passage and approval by the City Council.

PASSED and APPROVED this 18th day of March 2009.

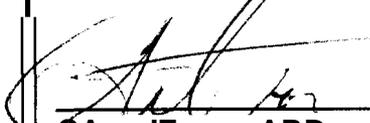
RESOLUTION NO. 27-09

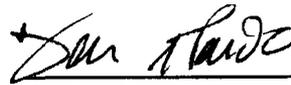
PAGE - 2 -

APPROVED:

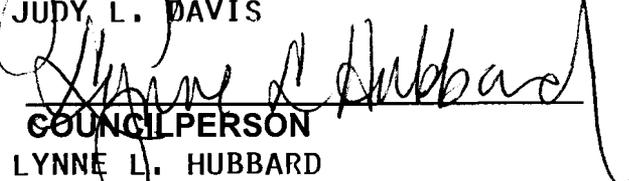

MAYOR
THOMAS A. MASTERS

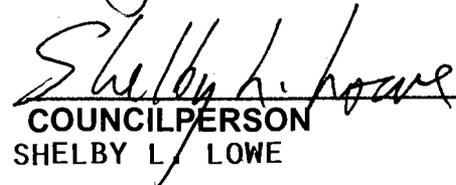

CHAIRPERSON
CEDRICK A. THOMAS


GA IE ARD
MASTER MUNICIPAL CLERK
CITY CLERK


CHAIR PRO TEM
DAWN S. PARDO


COUNCILPERSON
JUDY L. DAVIS


COUNCILPERSON
LYNNE L. HUBBARD


COUNCILPERSON
SHELBY L. LOWE

MOTIONED BY: J. DAVIS

SECONDED BY: D. PARDO

C. THOMAS AYE

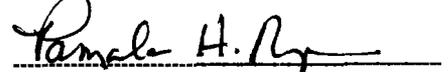
D. PARDO AYE

J. DAVIS AYE

L. HUBBARD AYE

S. LOWE OUT

REVIEWED AS TO LEGAL SUFFICIENCY


PAMALA HANNA RYAN, CITY ATTORNEY

DATE: 3/10/09

RESOLUTION NO. 28-09 -

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 BETWEEN THE CITY OF RIVIERA BEACH AND BLACK ENTERTAINMENT TELEVISION (BET) AND DIRECTING THE FINANCE DIRECTOR TO SET UP BUDGET FOR SAME IN THE SPECIAL EVENTS FUND ACCOUNT NO. 138 AND PROVIDING AN EFFECTIVE DATE.

WHEREAS, The City of Riviera Beach has been selected to host the BET Spring Bling 2009 event scheduled for March 28 & 29, 2009, on the beautiful Singer Island, Riviera Beach; and

NOW, THEREFORE, BE IT RESOLVED by the City Council of the City of Riviera Beach, Palm Beach County, Florida that:

SECTION 1: The Mayor and City Clerk are hereby authorized to execute the Agreement between the City of Riviera Beach and Black Entertainment Television (BET) for the BET Spring Bling 2009 event.

SECTION 2: The Finance Director to set up budget for the event as follows:

Revenue		
138-00-337707	PB COUNTY TDC GRANT	\$75,000
138-00-347413	SPR BLG BUS PASS	14,000
138-00-347408	VENDOR BOOTH	6,500
Expenditures		
138-0203-572-0-1203	OVERTIME-	58,992
138-0203-572-0-3101	CONTR. SERVICES	26,808
138-0203-572-0-5201	OPER SUPP	9,700

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

PASSED and APPROVED this 18TH day Of MARCH -
2009.

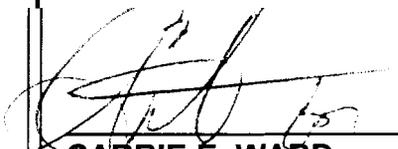
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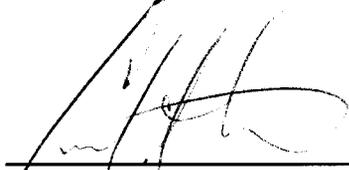
THOMAS A. MASTERS
MAYOR

(MUNICIPAL SEAL)

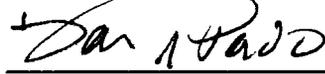
ATTEST:



CARRIE E. WARD
MASTER MUNICIPAL CLERK
CITY CLERK



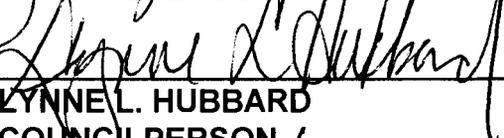
CEDRICK A. THOMAS
CHAIRPERSON



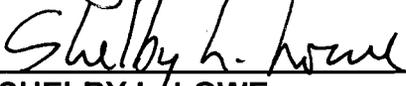
DAWN S. PARDO
CHAIR PRO-TEM



JUDY L. DAVIS
COUNCILPERSON



LYNNEL L. HUBBARD
COUNCILPERSON



SHELBY L. LOWE
COUNCILPERSON

MOTIONED BY: L. HUBBARD

SECONDED BY: J. DAVIS

C. THOMAS AYE

D. PARDO AYE

J. DAVIS AYE

L. HUBBARD AYE

S. LOWE OUT

REVIEWED AS TO LEGAL SUFFICIENCY



PAMALA H. RYAN, CITY ATTORNEY

DATE 3/12/09



AGREEMENT BETWEEN THE CITY OF RIVIERA BEACH AND
BLACK ENTERTAINMENT TELEVISION

THIS AGREEMENT ("*Agreement*") shall be effective as of the date last executed below, by and between BLACK ENTERTAINMENT TELEVISION LLC ("*HEr*"), a District of Columbia limited liability company, with its principal place of business located at One BET Plaza, 1235 "W" Street, N.E., Washington, D.C. 20018 and THE CITY OF RIVIERA BEACH C'*City*"), a Florida municipal corporation with its principal place of business located at 600 West Blue Beron Boulevard, Riviera Beach, FL 33404.

WHEREAS, BET desires to engage the City to provide for the use of a portion of the Municipal Beach located on Singer Island, as set forth in the site plan attached hereto as Exhibit "A" (the "*Venue*") to be used in connection with the production and taping of BET's program entitled "Spring Bling" scheduled for March 23-31, 2009 (the "*Program*");

WHEREAS, BET acknowledges that there is construction going on at or near the Venue; and

WHEREAS, the City desires to provide such Venue and additional items as set forth herein for the production and taping of the Program.

NOW, THEREFORE, in consideration of the promises and mutual covenants of the parties and [or other good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, it is hereby agreed as follows:

I. CITY OBLIGATIONS.

A. City shall:

1. Except [or the area identified as "Protected Dunes" in Exhibit "A", provide BET with total and unrestricted access to the Venue from Tuesday, March 24, 2009 to Monday, March 30, 2009. The above mentioned access is subject to the agreed upon limitations discussed by BET and Catalfumo Construction and Development, Inc.
2. Provide a shuttle service to and from the Venue for the Program audience from an off-site parking area(s), unless BET contracts directly with BET's chosen vendor. The off-site parking area(s) shall be selected by the City. The off-site parking area(s) shall be provided free to BET; however, the City reserves the right to charge the Program audience up to seven dollars (\$7.00) per day for parking. The shuttle service shall be provided free to BET; however, the City reserves the right to charge a round-trip fee of seven dollars (\$7.00) to the Program audience for such shuttle service to and from the event site.
3. In order to accommodate the Program, the City agrees to temporarily close agreed upon public rights-of-ways from March 23, 2009 at 8 p.m. until 9 a.m. on March 31, 2009, to be identified by the proper City representative in conjunction with the

security contractor for BET and Donna Foster-Dotson or Wayne Brooks of BET. Times and dates are subject to revisions, as long as such revisions are agreed to by both parties.

4. Use best efforts to secure approximately ten (10) vendor(s) approved by BET to provide concession services at the Venue. Said vendors may be located on the inside and/or the outside of the Venue as agreed upon by both parties. However, should it be determined by another governmental agency or entity having jurisdiction over said vendors that the vendors may not be inside the Venue, the City will provide accommodations for said vendors directly outside the Venue and will provide public works assistance to support said vendors outside the Venue. BET's approval of these vendors shall not be unreasonably withheld.
5. Provide helicopter landing pad (if needed) at or near the City's Police Department. Assist BET in determining the location for BET to set up barricades being provided by BET at or near the Venue.
6. City shall provide fencing, including but not limited to the amount, placement and type of fence, as directed by Donna Foster-Dotson or BET's designee. Install fencing (at least eight (8) feet in height) around the Venue as designated on Exhibit "A" in blue and shall remove the fencing after completion of the Program. City shall also install rope and stanchion to secure the "Protected Dunes" shown on Exhibit "A" and ensure no individuals are permitted access to said "Protected Dunes". Prior to the installation of the fence, rope and stanchion, City shall verify by an underground survey all utility lines that may be present at or near the Venue. In addition, provide adequate barricades for the Program at the location within the Venue as directed by BET. Notwithstanding the above, City shall only be obligated to provide fencing in the amount it has available in its current inventory and will not be obligated to purchase any additional fencing.
7. Provide lifeguards based on the City's determination of the number of lifeguards needed from 11a.m. to 8p.m. from March 28 through March 29, 2009.
8. Provide adequate police and police escorts, fire and EMS personnel necessary to properly protect the public. "Adequate" for purposes of this provision shall be determined in the sole discretion of the City. Notwithstanding the City's sole discretion in determining "Adequate", the City will consult with BET's security contractor, BET personnel and BET's designees regarding Adequate protection of the public and the event.
9. Will compact the ground in the talent area housing the talent as designated by BET.
10. Waive the cost for all City permits related to BET's use of the Venue and any permits related to the filming of the Program.

II. BET OBLIGATIONS.

A. BET shall:

1. Provide all the necessary personnel and equipment to produce the Program.
2. Comply with all applicable Federal, State, local laws and ordinances applicable to all issues related to the Venue, the Program and its participants and audience, including, but not *limited* to, public safety.
3. Obtain all the necessary Federal, State, and local licenses and permits.
4. Provide any and all emergency access required by the City and its employees for the safety and welfare of the community and those attending the Program, and provide proper entrances into any gates which are locked. If, in the course of BET's operations, BET, its officers, agents and/or employees become aware of any condition in or about the Venue which may be dangerous, BET shall take reasonable measures to correct such condition or if such condition cannot be corrected, cease operations upon becoming aware or being notified of such condition so as not to endanger persons or property.
5. Coordinate and make the appropriate arrangements with any merchants or residents affected by the street closures to ensure that they are provided sufficient and reasonable access to their businesses and residences. Within a reasonable time period prior to the opening day of the Program, BET, with the assistance of the City, shall complete a preliminary construction and traffic flow schedule including opening and closing times for all streets or lanes and including the use of variable message signs, if applicable. The final Maintenance of Traffic Plan ("MOT Plan") shall be completed prior to the opening day of the Program. No additional street or lane closures will be permitted unless included in the MOT Plan or unless otherwise agreed upon by BET and City.
6. Secure sponsors for sponsor area inside Venue.
7. In BET's sole discretion, distribute free BET giveaways supplied by BET.
8. Distribute complimentary tickets to the college markets for all shows.
9. Provide City with one hundred (100) complimentary tickets per day.
10. Secure all performers and ensure the City has no obligation to said performers including, but not limited to, payment or other contractual obligations of BET. City shall not be named as a party in any contract for the Program and City shall have no obligation to ensure payment to any individual or entity for goods and/or services provided in conjunction with the Program, except as set forth herein. City shall have no responsibilities to any performing rights licensing organization for any performances during the Program.

11. Provide clean up of the Venue and adjacent areas, including but not limited to, the parking area at or near the Venue, during and after the Program.
12. Prohibit all pets from entering the Venue, whether on leash or otherwise. The only exception will be police dogs on duty and dogs designated for assisting the disabled.
13. Provide adequate private security within the Venue. "Adequate" for purposes of this provision shall be determined in the sole discretion of BET. Notwithstanding BET's sole discretion in determining "Adequate", BET will consult with the City's Police Officials, City personnel and City's designees regarding Adequate protection of the public and the event. BET's security guards shall be unarmed unless otherwise approved by the City's Police Department. While the City makes no warranties as to any obligation to provide security for or in the Venue outside of standard public safety and security measures supplied by the City in general, any and all security issues shall be under the authority of the City's police department. BET shall consider increasing the level of private security being provided by BET within the Venue, at BET's sole discretion, if requested to do so by the City. The private security shall be obtained from an insured and bonded company licensed and authorized to do business in the State of Florida.
14. Provide metal detectors at the audience entrance identified on Exhibit "A".
15. Provide City's representative with two (2) copies of BET scheduled events for the Program and detailed copies of event floor plan, which shall be updated by BET as promptly as is reasonably possible upon the addition of any new items. A final detailed event floor plan for the Program should include the locations of any tents, port-o-lets, parking, stages, booths, etc. and the times when such will be constructed and dismantled. Such floor plan shall be reviewable by the appropriate City departments. Any further material changes made to the final floor plan after review by the City departments must be reviewed by the City. BET shall not conduct any other events or conduct any other business at or near the Venue except that which is authorized in this Agreement and contained within the copies provided of BET scheduled events for the Program.
16. No more than five (5) days prior to the Program, meet with the City's representative to inspect and document the condition of the Venue. Prior to the opening of the Program, meet with the City's representative to conduct a final inspection of the Venue to ensure that the location of booths, stages, port-o-lets, etc. are in accordance with the floor plan.
17. Obtain pre-approval from City for all signs, banners, posters and flags before posting at or near the Venue, such approval shall not be unreasonably withheld.
18. Provide City's representative with the name and telephone number of a management person of BET who will be on call, at all times from March 24 to March 30, 2009,

for emergencies or other matters related to the operations at the Venue and the Program. This management person of BET shall ensure that all BET staff, sponsors and representatives are courteous and cooperative and present a neat, clean and professional appearance at all times.

19. Provide City's representative with the name and cell phone numbers of all key responsible staff members who will be present at the Venue during the Program.
20. Provide City's representative with copies of all appropriate permits and licenses required by the City upon request.
21. Make best efforts to conduct its operations and the Program in an orderly manner so as not to annoy, disturb or be offensive to other patrons or residents near the Venue.
22. At its own expense, return the Venue to the City in as good condition as it was prior to being provided access thereto, including, but not limited to, repairing any and all damage to the Venue. BET will be responsible for only those damages that are caused in connection with the Program and under the terms of this Agreement. BET agrees to repair or replace within forty-eight (48) hours after the Program, or within such additional time as may be granted by the City Manager or the City Manager's designee, any damage caused to any City-owned property provided for the use of BET under the terms of this Agreement. If, after forty-eight (48) hours after the conclusion of the Program, such repairs are not made or an extension to make such repairs is not granted, the City may make such repairs and BET shall within a reasonable time period reimburse the City for its costs in doing so.
23. Make best efforts to ensure no alcoholic beverages and no illegal substances are brought into the Venue.
24. Make best efforts to ensure no person remains in the Venue overnight, except for on-duty security and BET staff, sponsors or representatives.
25. Provide appropriate staff to coordinate talent parking, talent drop-off, talent and staff entrance and talent green rooms shown on Exhibit "A".
26. Within the Venue provide all custodial service; all lighting, equipment and generators to support such lighting and equipment; trash dumpsters; and portable toilets.
27. Use reasonable efforts to include in announcements during the Program regarding the Program location and Venue, the City's slogan, "The City of Riviera Beach, Palm Beach County, Florida, The Best Waterfront City in which to live, work and play."
28. Promote the City of Riviera Beach on BET's basic cable television network through the use of a thirty (30) second promotional video of the City of Riviera Beach. The City shall prepare and submit such promotional video to BET for its approval,

which approval shall not be unreasonably withheld. The promotional video must meet BET's quality control standards and standards and practices prior to airing on the BET network. The promotional video shall run on BET's basic cable television network at least once per each initial airdate of the Program by BET on BET's basic cable television network.

29. BET recognizes that the City has been awarded a Tourist Development Council Special Projects Grant in the amount of Seventy Five Thousand Dollars (\$75,000), to be used towards the City's cost of hosting the Event and for the environmental mitigation of the turtle population on the beach. BET recognizes that in order to receive the \$75,000, the City must submit adequate documentation detailing the expenses incurred in the cost of hosting the Event and for the environmental mitigation of the turtle population on the beach. In an effort to assist the City in receiving the \$75,000 grant funds, BET shall use best efforts to provide the City with receipts and other relevant documentation of costs expended related to environmental mitigation. If said costs are approved by the City, BET will be reimbursed up to Sixteen Thousand Eight Dollars (\$16,008) of the grant funds. In the event that the City's revenues as it relates to this Event don't exceed the City's expenses for this Event, the City will decrease the amount of reimbursement as it relates to the environmental mitigation by the amount that expenses exceed revenues. In the event that there are potential overages in the City's budgeted cost for gratis services that the City provides to BET, the City shall inform BET of the potential overages prior to incurring said overages and allow BET the opportunity to mitigate said potential overages before agreeing to be responsible for said overages.

III. CONSIDERATION. In consideration of the rights granted and the obligations performed by (Cit)' herein, BET agrees to publicize its Program's location as the City of Riviera Beach, FL, and to perform the BET obligations as set forth herein. In consideration of BET's publicizing the City of Riviera Beach, the City agrees to provide the Venue for BET's Program at no cost to BET and to perform the City obligations as set forth herein. The obligations, rights and services provided by the City are estimated to have a value equivalent to Seventy Five Thousand Dollar (\$75,000.00).

IV. TERM. The term of this Agreement shall commence on the date last executed below and expire on March 31, 2009 or upon completion of services as set forth herein, unless terminated earlier as set forth herein ("Term"). Both parties recognize that BET's failure to obtain all necessary licenses or permits prior to the event will relieve both parties of their performance obligations under this Agreement.

V. TERMINATION.

A. If at any time during the Term of the Agreement, BET elects to discontinue production of the Program, or any of the episodes hereunder, or change the format of the Program, BET rna)' terminate this Agreement upon seven (7) days prior written notice thereof. In such event, BET shall have no further obligation to City.

B. In addition, BET may immediately terminate this Agreement for breach of any material provision of this Agreement by City, or if City is unable to fulfill its obligations hereunder due to

interference from or conflict with City's commitments with third parties; and BET shall thereupon have no further obligation to City.

C. City may immediately terminate this Agreement for breach of any material provision of this Agreement by BET, or if BET is unable to fulfill its obligations hereunder due to interference from or conflict with BET's commitments with third parties, or if the City determines that the Program presents an immediate threat to the health, safety or welfare of the public; and the City shall thereupon have no further obligation to BET.

VI. REPRESENTATIONS AND WARRANTIES.

A. City hereby represents and warrants to BET that:

1. City has the full right and power to enter into this Agreement. City has not entered into, nor shall at any time hereafter enter into, any contract or commitment with any third party that shall prevent or interfere with the full and complete performance of City's obligations hereunder, or with the full exercise and enjoyment by BET of its rights hereunder. City is under no obligation to any other party which is in any way inconsistent with, or which imposes any restriction upon, City's acceptance of this engagement hereunder with BET or City's undertakings under this Agreement;
2. City is authorized to and possesses all of the necessary skills, licenses and certifications, if any, to legally perform the services required hereunder;
3. City shall fulfill all obligations set forth in this Agreement in a professional manner and in accordance with the terms of this Agreement; and
4. BET will not be obligated to make any payments or to pay any other consideration to City or to any third party, except as expressly specified in this Agreement in connection with the services provided and the exercise of the rights granted to BET herein.

B. BET hereby represents and warrants to City that:

1. BET has the full right and power to enter into this Agreement. BET has not entered into, nor shall at any time hereafter enter into, any contract or commitment with any third party that shall prevent or interfere with the full and complete performance of BET's obligations hereunder, or with the full exercise and enjoyment by City of its rights hereunder. BET is under no obligation to any other party which is in any way inconsistent with, or which imposes any restriction upon, BET's acceptance of this engagement hereunder with City or BET's undertakings under this Agreement;
2. BET is authorized to and possesses, or will possess prior to the start of the Program, all of the necessary skills, licenses, permits and certifications, if any, to legally perform the services required hereunder;
3. BET shall have, prior to the Program, all necessary performing rights and licenses

and shall ensure that all performance payments required to be made, if any, under such licenses are made promptly;

4. BET shall duly license and receive authorization for all copyrighted material being used in the Program; and,
5. BET shall fulfill all obligations set forth in this Agreement in a professional manner and in accordance with the terms of this Agreement.

VII. INDEMNIFICATION.

A. BET shall indemnify, defend and hold harmless the City, its officials, agents, servants, and employees from and against any claim, demand, cause of action, damage, loss, liability, costs and expenses (including reasonable attorneys' fees) incurred in connection with any third party claim or demand made against BET, its officials, agents, servants, and employees arising out of or in any way related to: (i) any alleged or actual breach of any agreement, warranty, representation or grant made by BET; (ii) the performance or nonperformance of BET's obligations hereunder; or (iii) any infringement of any trademark or copyright, or any claim for slander, libel or the infringement of any right of privacy or right of publicity based on statements made by or actions of BET during the taping of the Program or the performance of any services by BET hereunder; or BET's failure to obtain all necessary performing rights and licenses for the Program. Notwithstanding anything to the contrary contained herein, neither party shall under any circumstances be liable for consequential, incidental, punitive, special, exemplary or indirect damages, or lost profits in connection with claims made by the other party or any other party, in connection with this Agreement regardless of the form, or whether in contract or tort.

B. BET further agrees to indemnify and save harmless and defend the City, its officials, 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 BET, its agents, servants, or employees in the performance of services under this Agreement. Nothing contained herein 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, Fla. Stat.

C. City agrees to indemnify and hold harmless BET to the extent and within the limitations of Section 768.28, Florida Statutes, subject to the provisions of that Statute whereby the City shall not be held liable to pay a personal injury or property damage claim or judgment by anyone person which exceeds the sum of \$1 00,000, or any claim or judgments of portions thereof, which, when totaled with all other occurrences, exceeds the sum of \$200,000, from any and all personal injury or property damage claims, liabilities, losses and causes of action which may arise solely as a result of the negligence of the City. However, nothing herein shall be deemed to indemnify BET from any liability or claim arising out of the negligent performance or failure of performance of BET or any LUrelated third party.

D. This indemnification includes, but is not limited to, the performance of this Agreement by BET, the operations of BET and its use of the Venue and closed public rights-of-way, and includes any costs, attorneys' fees, expenses and liabilities incurred in the defense of any such claims and the investigation thereof. This indemnification also includes, but is not limited to, the performance of this

Agreement by the City and the operation of the City, and includes any costs, attorneys' fees, expenses and liabilities incurred in the defense of any such claims and the investigation thereof.

VII. PRODUCTION AND DELIVERY.

A. Both parties recognize that time is of the "essence" with respect to the performance of their obligations hereunder. City shall cooperate with BET and its agents to ensure that the Venue is available and ready for the production and taping of the Program no later than March 23, 2009, or such other times as the parties may agree in writing. City shall use its best efforts in providing all services and obligations set forth hereunder.

B. BET shall have the opportunity to inspect the Venue. City shall use its best efforts to deliver the Venue in good working condition and free from damage or defect. Should any portion of the Venue be unsatisfactory to BET, BET and the City shall cooperate in order to take such steps necessary to remove the cause or basis for such disapproval.

C. All property taken into the Venue or nearby by BET is taken there at BET's own risk. The City shall not be responsible for any loss due to fire, theft, windstorm or from any other causes whatsoever, or should law enforcement officers seize, stop or prevent BET from conducting or continuing the Program.

D. The City shall have the authority to make periodic reasonable inspections of the Venue and adjacent areas to determine if such are being maintained in a neat and orderly condition and in accordance with the terms of this Agreement. BET shall be required to make reasonable improvement in cleaning or maintenance methods reasonably required by the City.

IX. EXHIBITION OF THE PROGRAM. Nothing herein shall be deemed to obligate BET or any of its parent or affiliated companies to broadcast or otherwise exhibit the Program on any of their cable networks or other audio or video outlets. BET shall include a statement in all advertisements, including but not limited to, basic and digital cable television on the BET network, radio, Internet and print material advertisements that the Program is being held in the City of Riviera Beach, Florida and, where applicable include a copy of the City's pre-approved trademarks, trade names and logos to promote the Program and the City. Any inadvertent failure by BET to provide said statement shall not be a material breach of this Agreement.

X. PROMOTION. BET shall publicize and advertise the Program in any and all media, including, but not limited to, basic and digital cable television on the BET Networks, radio, Internet, and print material. BET shall also post signs and posters at the Venue. City grants to BET the right to utilize City pre-approved trademarks, trade names and logos to promote the Program. All such posted signs and posters shall be removed by BET upon the completion of the Program.

XI. OWNERSHIP RIGHTS. As between BET and City, BET shall be the sole and exclusive owner of all right, title and interest in and to the Program (including footage of the Venue) throughout the universe and in perpetuity for use in any manner and media now known or hereafter devised including the Internet.

XII. INSURANCE. City acknowledges that it carries a standard Comprehensive General Liability Insurance policy not limited to property damage, third party liability for death, personal injury, personal property loss or damage, and products liability resulting from its obligations under this Agreement. City further acknowledges that such policy has a limit of not less than One Million Dollars (\$1,000,000.00) for each occurrence and Three Million Dollars (\$3,000,000.00) in the aggregate written by an insurance company that has an A. M. Bests Insurance Rating of not less than B+. City further agrees to provide BET with a certificate of insurance evidencing such coverage. Prior to the full execution of this Agreement, the certificate of insurance should be sent to the attention of Tracey Davis-Washington, Manager of Contracts and Insurance, Black Entertainment Television LLC, One BET plaza, 1235 "W" Street. N.E., Washington, DC 20018, no later than BET's use of the Venue.

Likewise, BET is hereby required to carry the following insurance:

A. Prior to execution of this Agreement by City, BET shall provide certificates evidencing insurance coverages as required hereunder. All insurance policies shall be issued by companies authorized to do business under the laws of the State of Florida. The Certificates shall clearly indicate that BET has obtained insurance of the type, amount, and classification as required for strict compliance with this article and that no material change or cancellation of the insurance shall be effective without ten (10) days prior written notice to the City's representative. Except for Worker's Compensation Insurance, the City shall be listed as an additional insured on such insurance policy. Compliance with the foregoing requirements shall not relieve BET of its liability and obligations under this Agreement.

1. BET shall maintain, during the life of this Agreement, commercial general liability, including contractual liability insurance in the amount of \$1,000,000 per occurrence/ \$3,000,000 aggregate to protect BET from claims for damages for bodily and personal injury, including wrongful death, as well as from claims of property damages which may arise from any operations under this Agreement, whether such operations be by BET or by anyone directly employed by or contracting with BET.
2. BET shall maintain, during the life of this Agreement, comprehensive automobile liability insurance in the minimum amount of \$500,000 combined single limit for bodily injury and property damages liability to protect BET from claims for damages for bodily and personal injury, including death, as well as from claims for property damage, which may arise from the ownership, use, or maintenance of owned and non-owned automobiles, including rented automobiles whether such operations be by BET or by anyone directly or indirectly employed by BET.
3. BET shall provide the City with certificates of insurance for Broadcast Errors and Omission Insurance with worldwide coverage and Cyber Liability Coverage.

B. BET shall prior to the full execution of this Agreement send a copy of all required insurance to:

Robbie Littles, Risk Manager
City of Riviera Beach
2051 Martin Luther King Blvd
Suite 302,
Riviera Beach, FL 33404.

The parties to this Agreement shall carry Workers' Compensation insurance and Employer's Liability Insurance for all employees as required by Florida Statutes. In the event that a party shall, in accordance with Section 440.05, Fla. Stat., apply for and obtain an exemption authorized by the Department of Insurance, a copy of such exemption shall be provided to the other party.

XIII. STATUS OF PARTIES. BET and City are not, and shall not be considered as joint venturers, partners, agents or employees of each other and nothing contained herein shall be deemed to constitute an employer-employee, agency, association, partnership or similar relationship. Neither party shall have the power to bind or obligate the other party except as specifically set forth in this Agreement. There shall be no liability on the part of one party hereto for debts incurred by the other party unless such has been agreed to in writing. City acknowledges that neither City nor any of the City's professionals, employees, representatives, subcontractors and other agents shall be deemed to be an employee of BET. City shall be solely responsible for City personnel, who act at City's own risk, expense, and supervision. City is solely responsible for compensating its employees or agents all commissions, taxes, including social security, unemployment taxes, income taxes, worker's compensation taxes, insurance and similar or related taxes, and for the withholding of any and all deductions required by law. No employees of City shall be entitled to any BET benefits, including life insurance, death benefits, accident or health insurance, qualified pension or retirement plans or other employee benefits. City shall hold BET harmless for City's failure to pay any commissions, unemployment and disability insurance, social security, pension tax, and other withholdings or deductions required by Federal or state law.

XIV. FORCE MAJEURE. If BET's use of the Venue is prevented, suspended, or postponed during the Term hereof, by reason of any fire, casualty, lockout, labor strike, riot, war, act of terrorism, act of God, or by ordinance, law, order or decree of any legally constituted authority ("*Force Majeure Even!*"), then in any of such Force Majeure Event, this Agreement may, at the option of BET and/or the City, be suspended during the continuance of the Force Majeure Event. In the event that any such suspension described above shall be continuing for an aggregate period of seven (7) days, the City and/or BET may elect to immediately terminate this Agreement without any further obligation to the other.

XV. ASSIGNMENTS. Neither party may sell, transfer, assign, license or otherwise dispose of its rights hereunder without the prior written consent of the other party, except to the extent that BET may sell, transfer, assign, license or otherwise dispose of its rights in the Program as set forth above in Paragraph XI. Ownership Rights.

XVI. MISCELLANEOUS.

A. Governing Law. This Agreement shall be governed by and construed in accordance with the laws of the State of Florida without regard to the conflict of law principles thereof. The parties hereby agree to submit to the jurisdiction of the state and federal courts of the state of Florida for the purpose of resolving any dispute arising out of or resulting from this Agreement.

B. Notices. All notices, documents and statements required hereunder shall be in writing and hand delivered or certified or registered first class mail (postage prepaid and return receipt requested) or overnight delivery to the addresses set forth below unless notification of a change of address is given in writing. Notice may be sent confirmed facsimile transmission but a hard copy must also be mailed. Notice shall be deemed given when mailed and faxed as follows:

Tfto BET: Lawrence Cooper, Esq.
Senior Vice President and Acting General Counsel
One BET Plaza
1235 "W" Street, N.E.
Washington, D.C. 20018
Facsimile #: (202) 608-2504

cc: Eugene Caldwell, II
Vice President, Production
555 West 57th Street, 10th floor
New York, NY 10019
Facsimile #: (202) 608-2590

If to City: Tracey Sweeney
City of Riviera Beach
600 West Blue Heron Boulevard
Riviera Beach, FL 33404
Facsimile #: (561) 840-0184

cc: Pamala H. Ryan, Esq.
City Attorney
600 West Blue Heron Boulevard
Riviera Beach, FL 33404
Facsimile #: (561) 845-4017

C. No Waiver. The waiver of any breach of this Agreement either by BET or City of any rights, remedies or defenses is not intended and will not be deemed a waiver of any additional rights, remedies or defenses to which such party would be entitled at law or in equity as to such breach. **In** addition, no waiver by either party of a breach of any term or provision of this Agreement will be construed to be a waiver of any proceeding or succeeding breach of the same or any other term or proViSION.

D. Counterparts. This Agreement may be executed in one or more counterparts, each of which shall be deemed an original, but all of which together shall constitute one instrument and may be

delivered via electronic transmission with the same force and effect as if it was executed and delivered by the parties simultaneously in the presence of one another.

E. Headings. The headings to the sections of this Agreement are for convenience only and shall not be considered part of this Agreement or be used in determining the intent of the parties.

F. Severability. If any provision of this Agreement is found to be unenforceable, the remainder shall be enforced as fully as possible and the unenforceable provision shall be deemed modified to the limited extent required to permit its enforcement in a manner most closely approximating the intention of the parties as expressed herein.

G. Binding Nature. This Agreement will not be binding on BET unless and until this Agreement has been signed by the City Council for the City of Riviera Beach and a fully executed Agreement has been returned to BET.

H. Survival. The provisions of Section VI (Representations and Warranties) and Section VII (Indemnification) shall survive the expiration or earlier termination of this Agreement.

I. Confidentiality. City agrees, subject to the Public Records Law as outlined in Chapter 119, Fla. Stat., that City will keep strictly confidential and will not disclose to anyone (exclusive of City's authorized agents and legal and financial representatives) the material terms of this Agreement without the prior written consent of BET's Legal Affairs Department.

J. Modifications or Extensions. Except as otherwise provided herein, this Agreement can only be modified or extended by a written agreement signed by both parties.

K. Entire Agreement. This Agreement constitutes the entire understanding between the parties with respect to the subject matter hereof, supersedes all previous written or verbal agreements between the parties, including but not limited to all representations, warranties, statements, correspondence, purchase orders, and understandings previously made by City or BET with respect to the subject matter of the Agreement.

IN WITNESS WHEREOF, BET and City have caused this Agreement to be executed, effective as of the date and year last executed below.

THE CITY OF RIVIERA BEACH

By: Thomas A. Masters
Mayor

Name: Thomas A. Masters

Date: March 18, 2009

BLACK ENTERTAINMENT TELEVISION LLC

By: _____
Authorized Signatory

Name: Eugene Caldwell, II

Title: Vice President, Production

Date: _____

[SEAL]

By: Carrie E. Ward, MMC
City Clerk

Approved as to legal form and sufficiency:

By: Pamala H. Ryan, Esq.
City Attorney

Date: 3/12/09

APPROVED BY
BET FINANCE DEPARTMENT

Initials [Signature] Date 3/11/09

APPROVED
by
BET Legal Dept.
Date 3/11/09 Initials [Signature]

K. Entire Agreement This Agreement constitutes the entire understanding between the parties with respect to the subject matter hereof, supersedes all previous written or verbal agreements between the parties, including but not limited to all representations, warranties, statements, correspondence, purchase orders, and understandings previously made by City or BET with respect to the subject matter of the Agreement.

IN WITNESS WHEREOF, BET and City have caused this Agreement to be executed, effective as of the date and year last executed below.

THE CITY OF RIVIERA BEACH

By: _____
Mayor

Name: Thomas R. Masters

Date: _____

[SEAL]

By: _____
Carrie E. War MMC
City Clerk

BLACK ENTERTAINMENT TELEVISION
LLC

By: [Signature]
Authorized Signatory

Name: Eugene Caldwell, II

Title: Vice President, Production
Date: 3/20/09

Approved as to legal form and sufficiency:

By: _____
Pamala H. Ryan, Esq.
City Attorney

Date: _____

WR

APPROVED BY
BET FINANCE DEPARTMENT
Initials [Signature] Date 3/11/09

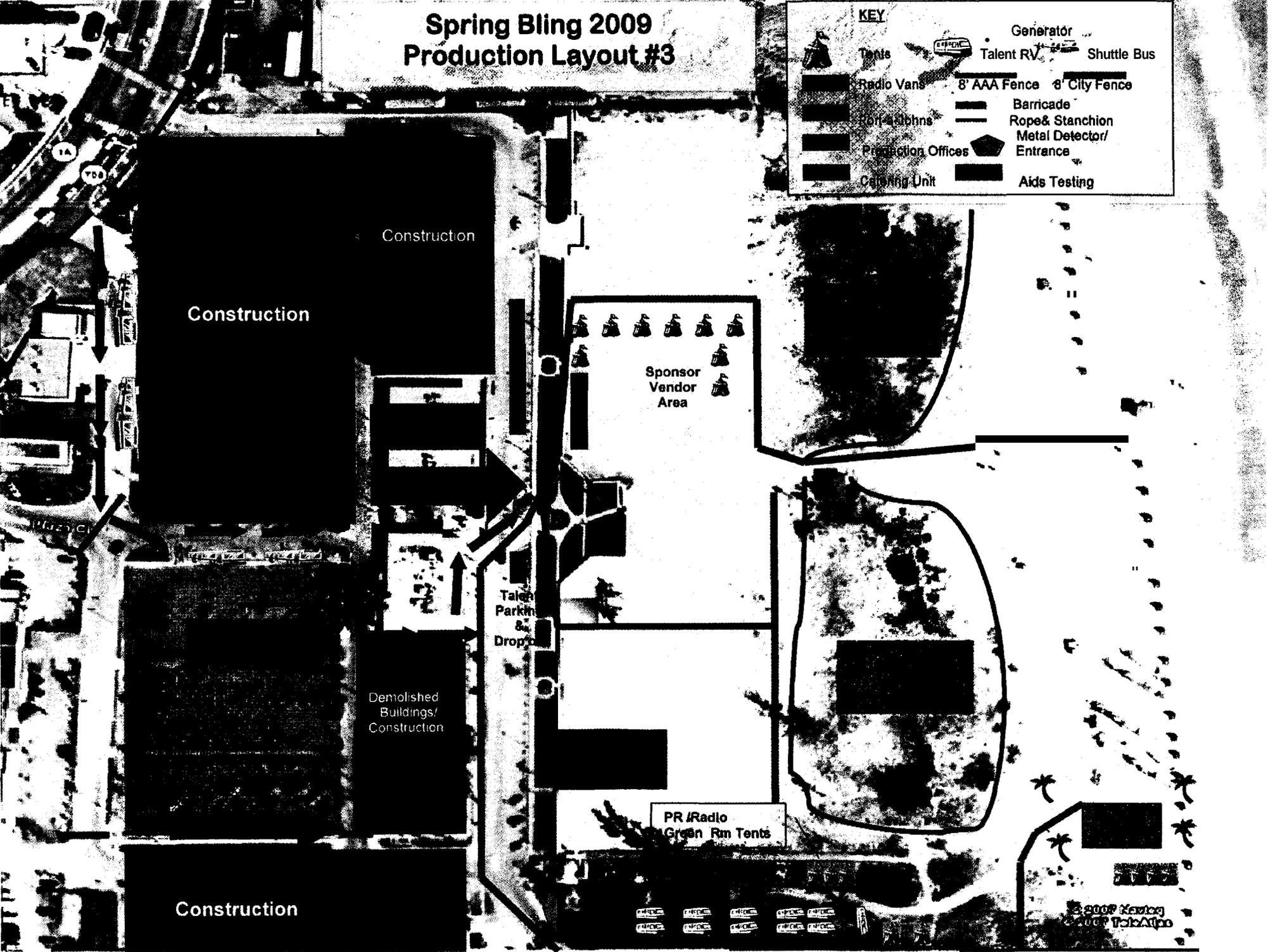
APPROVED
by
BET Legal Dept.
Date 3/11/09 Initials [Signature]

EXHIBIT "A"
SITE PLAN FOR VENUE

Spring Bling 2009 Production Layout #3

KEY

	Tents		Generator
	Radio Vans		Talent RV
	Production Offices		Shuttle Bus
	Call Booth		8' AAA Fence
	Production Offices		8' City Fence
	Call Booth		Barricade
	Call Booth		Rope & Stanchion
	Call Booth		Metal Detector/ Entrance
	Call Booth		Aids Testing



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PALM BEACH COUNTY FLORIDA
FILM & TELEVISION
COMMISSION
The Best of Everything

March 6, 2009

Ms. Gloria Shuttlesworth
Interim City Manager
City of Riviera Beach
600 West Blue Heron Boulevard
Riviera Beach, FL 33404

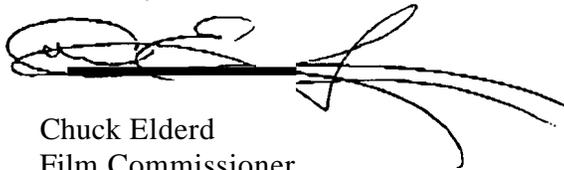
VIA FAX: 840-0184

Dear Gloria:

The Tourist Development Council at their December 11, 2008 meeting unanimously approved a reimbursable grant from the Special Projects Fund in the amount of \$75,000 to the City of Riviera Beach. This grant money is to help offset the mitigation of expenses to the City of Riviera Beach for costs of the stage construction to help with beach and turtle preservation and extra security required for the Riviera Beach Spring Bling event, with BET, to be held March 24 - 30, 2009. This grant is contingent upon the City being able to secure this event with BET. A contract for the funds will be executed between Palm Beach County and the City of Riviera Beach once the City's signed agreement with BET has been confirmed. TDC has asked that the City in their negotiations with BET obtain recognition that Riviera Beach is located within Palm Beach County through ads, a banner, proper signage or high definition aerial of Palm Beach County scenic's provided by the Palm Beach County Convention and Visitors Bureau.

If you have any questions concerning this reimbursable grant please feel free to contact Carol Meneely, Tourist Development Council, at 233-3131.

Sincerely,



Chuck Elderd
Film Commissioner

CE/cm

CC: Verdenia Baker, Deputy County Administrator, Palm Beach County
Carol Meneely, Administrative Assistant, Tourist Development Council

RESOLUTION NO. 29-09

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF RIVIERA BEACH, PALM BEACH COUNTY, FLORIDA, AUTHORIZING THE INTERIM CITY MANAGER AND CITY CLERK TO EXECUTE AN AGREEMENT COMMENCING OCTOBER 1, 2008 TO SEPTEMBER 30, 2011 BETWEEN THE CITY OF RIVIERA BEACH AND THE SERVICE EMPLOYEE INTERNATIONAL UNION (SEIU) AN ORGANIZATION REPRESENTING THE GENERAL EMPLOYEES OF THE CITY OF RIVIERA BEACH; PROVIDING FOR AN EFFECTIVE DATE.

WHEREAS, the City of Riviera Beach has a Collective Bargaining Agreement between the Service Employee International Union (SEIU), an organization representing the general employees 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 of the other contract articles will remain the same; and

WHEREAS, the Bargaining Agreement shall be in effect for a period of three (3) years with a re-opener for the second and third years for wages and four (4) articles; and

WHEREAS, the cost of the 2008 - 2009 increase is 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:

SECTION 1. That the Interim City Manager and City Clerk are authorized to execute the collective bargaining agreement between the City of Riviera Beach and the Service Employee International Union (SEIU), that represents the general employees of the City.

RESOLUTION NO. 29-09
PAGE 2

SECTION 2. That this Resolution shall take effect retroactive to October 1, 2008 upon its passage and approved by City Council.

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

[THE REMAINDER OF THIS PAGE LEFT BLANK INTENTIONALLY]

APPROVED:

Thomas A. Masters at Mark
THOMAS A. MASTERS
MAYOR

Gedrick A. Thomas
GEDRICK A. THOMAS
CHAIRPERSON

ATTEST:

Chilton

Dawn Pardo
DAWN PARDO
CHAIR PRO TEM

Lynne L. Hubbard
LYNNE L. HUBBARD
COUNCILPERSON

Judy L. Davis
JUDY L. DAVIS
COUNCILPERSON

Shelby L. Lowe
SHELBY LOWE
COUNCILPERSON

Motioned by: J. DAVIS

Seconded by: S. LOWE

- C. THOMAS OUT
- D. PARDO AYE
- L. HUBBARD AYE
- J. DAVIS AYE
- S. LOWE AYE

REVIEWED AS TO LEGAL SUFFICIENCY
Pamela H. Ryan
PAMALA H. RYAN, CITY ATTORNEY

DATE 2/24/09

AGREEMENT BETWEEN

THE CITY OF RIVIERA BEACH, FLORIDA

AND

FLORIDA PUBLIC SERVICE UNION
SERVICE EMPLOYEE INTERNATIONAL UNION

October 1, 2008 through September 30, 2011

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ARTICLE 1: PREAMBLE

This Agreement is entered into by the City of Riviera Beach, Florida, hereinafter referred to as the "City" and the Service Employees International Union, hereinafter referred to as the "Union."

The general purpose of this Agreement is to set forth terms and conditions of employment and to promote orderly and meaningful labor relations for the mutual benefit of the City of Riviera Beach in its capacity as an Employer, the Employees, and the citizens of the City of Riviera Beach.

The parties recognize that the best interest of the community and the job security of the employees of the City depend upon the City's success in establishing and maintaining, effective, proper, and superior service to the community.

ARTICLE 2: RECOGNITION

The City hereby recognizes Florida Public Service Union, affiliated with the Service Employees International Union, as the exclusive bargaining agent for the general employees in Riviera Beach in the departments and classifications listed in the Florida Public Employees Relations Commission Certification of Representatives issued in Case No.: H-RC-743-005 dated April 24, 1975, and as amended in Case No.: MS-84-026, dated August 29, 1984, for the purpose of collective bargaining in good faith on wages, fringe benefits, and other conditions of employment affecting SEIU bargaining unit members, and to execute a written agreement with respect to agreements concerning the terms and conditions of employment.

ARTICLE 3: MANAGEMENT RIGHTS

Section 1. The Union recognizes the prerogative of the City to operate and manage its affairs In all respects; In accordance with its responsibilities, and the powers or authority which the City has not officially abridged, delegated, or modified by this Agreement, are retained by the City. Management officials of the City retain the rights, in accordance with applicable laws, regulations, and provisions of the Civil Service System, but are not limited to the following:

- a. To manage, direct, plan, control and determine services to be conducted by the employees of the City.
- b. To classify, evaluate, hire, promote, transfer, schedule, assign, and retain employees positions of the City.
- c. To suspend, demote, discharge, or take other disciplinary action against employees for just cause.
- d. To relieve employees from duty because of lack of work, 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.
- g. To determine the organization of the 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 of employees assigned to an organization unit, department, or project.
- j. To determine internal security practices.

ARTICLE 3: MANAGEMENT RIGHTS (continued):

Section 1. continued

- k.** To determine those matters covered by the Civil Service System.
- 1.** To implement the missions and policies as set forth by the City.
- m.** To introduce new or improved methods, equipment or facilities.
- n.** To make, publish and enforce rules and regulations.

Section 2. The City Council has sole authority to determine the purpose and mission of the City and all its employees and the amount of the budget to be adopted, and shall not in any way, directly or indirectly, be subject to the grievance procedure or arbitration.

Section 3. If, In the sole discretion of the City Council, it is determined that Civil emergency conditions exist, including but not limited to, riots, civil disorders, hurricane conditions, or similar catastrophes, the provisions 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.

Section 4. It is understood by the parties that every incidental duty connected with operations enumerated in job descriptions is not always specifically described; and employees, at the discretion of the city, may be required to perform duties not within their job description In accordance with the provisions within this agreement.

ARTICLE 4: PROHIBITION OF STRIKES

Section 1. The Service Employees International Union, or their member agents or designees, agree during the life of this Agreement that they shall have no right to engage in any work stoppage, slow down, or strike, or similar activities, which interfere with the operation and mission of the City Administration, the consideration for such provisions being the right to a resolution of disputed questions. The Employer shall have the right to a resolution of disputed questions. The Employer shall have the right to discharge or otherwise discipline any or all employees who violate the provisions of the section. Such disciplinary action by the City shall not be subject to any grievance or appeal procedure as provided for In this Agreement, except to the extent that there is a question of fact as to the employee engaging in the prohibited activity.

Section 2. In the event of a strike, work stoppage, or interference as defined 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 Union shall properly and publicly disavow such strike or work stoppage and order the employees to return to work and attempt to bring about prompt resumption of normal operations. An authorized Union 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 provisions of this Article.

Section 3. The provisions of this article supersede any reference to the right to strike found in the International Constitution and bylaws of the Service Employees International Union.

ARTICLE 5: NON-DISCRIMINATION

The Employer and Union agree that the basic intent of this Agreement is to provide a fair day's work in return for a fair day's pay and to provide conditions of employment suitable to maintain a competent work force. The Employer and the Union agree that all provisions of this agreement shall be applied to all employees covered by it and the Employer and the Union affirm their joint opposition to any discriminatory practices in connection with employment, promotion, or training, remembering that the public interest requires the full utilization of employees' skill and ability without regard to race, color, creed, national origin, sex, age, handicapped or veteran status.

ARTICLE 6: UNION STEWARDS

Section 1. The Union, as representative of the employees in the bargaining unit covered by this Agreement, shall have the right to present its views to management on matters of concern either orally or in writing.

Section 2. The City agrees to recognize the officers, chief steward, and stewards designated by the Union as agents of the Union. The Union shall furnish written notice to the City Manager's office of such Union office or stewardship prior to it becoming effective. The City recognizes the right of the Union to designate one (1) Chief Steward and five (5) Assistant Stewards from among the regular full time unit employees.

Section 3. Officials for the Union, as designated hereinabove, may, with proper authorization, which will not be unduly withheld, be admitted on City property. Officials as designated above shall be able to talk with employees before or after regular working hours or during lunch of said employees on the City's property in areas mutually agreed on by the Union and the Employer.

Section 4. Stewards shall be allowed reasonable time-off without loss of pay during their regular shift hours for investigating grievances; however, each will first obtain oral permission from his immediate supervisor or in his absence, the next level of supervision. Permission will not be unduly withheld by the supervisor.

ARTICLE 6: UNION STEWARDS (continued):

Section 5. The Union, its members, agents, representatives, or any person acting on its behalf are hereby prohibited from (1) distributing literature in work areas where public employees work, (2) soliciting or advocating support of an employee organization's activities during working time. Any employee shown to have violated any provision of this section may be discharged or otherwise disciplined by the City notwithstanding further provisions of the laws and notwithstanding provisions of any collective bargaining agreement.

Section 6. UNION TIME POOL

Effective upon ratification by the parties, a member of the bargaining unit shall voluntarily transfer one hour for annual leave time per fiscal year into a Union Time Pool so that City Union representatives may remain in a paid status while on approved union leave. One (1) hour will be deducted from the said volunteer member's accrued annual leave in the second pay period of October based upon written authorization by the employee. All authorization forms must be submitted collectively by the Union to the City in the first week of October. Leave shall be granted in order to attend union conferences, training sessions, or other related union business. The Department Director may approve leave time in advance. Pool time shall not be unduly withheld. All requests for the use of the Union time pool shall be submitted through and include authorization from the Union president if the absence is to be covered by payments from the Union time pool.

ARTICLE 6: UNION STEWARDS (continued):

Section 6. UNION TIME POOL (continued):

Charges against the Union time pool shall be documented by the use of a Union time pool authorization form to be completed for each request. At a minimum, the form will identify the name of the User, the number of hours requested, employee's current hourly rate, the purpose of the request, and the signatures of the employee, department director or designee and the Union President. A record of all time donated and drawn against the Union time pool shall be kept by the Department Director or designee and Union President and a detailed summary will be submitted on October 1 and April 1 or each fiscal year to the Human Resources Department.

Section 7. Consistent with the accomplishment of the City's Mission, an officer or member of the SEIU may be granted extended periods of leave to engage In legitimate activities of SEIU. Such leave shall be arranged through and approved by the Union President and Department Director. The City agrees to pay an employee from the amount of hours In the time pool at the employee's current daily rate for all time lost upon receipt of Union time pool authorization form.

ARTICLE 7: DUES AND/OR COPE AND DISCONTINUATION OF DEDUCTIONS

Section 1. Employees covered by this Agreement may authorize payroll deductions for the purpose of paying Union dues and/or deducting for contributions to the Committee on Political Education (COPE). Request for same must be on a prescribed form. No authorization shall be allowed for payment of initiation fees, special assessments, fines, penalties, or delinquent dues, except for union dues and COPE.

Section 2. The Union will notify the City as to the amount of dues. This notice must state the weekly amount in dollars and cents for each individual member. Such notification will be certified to the City in writing over the signature of an authorized officer of the Union at least thirty (30) calendar days in advance of the effective date. Changes in membership dues will be similarly certified to the city and shall be done at least thirty (30) calendar days in advance of the effective date of such change.

Section 3. Dues will be deducted weekly (each applicable pay period) and the funds deducted shall be remitted monthly to the treasurer of SEIU within fifteen (15) days. The Union will indemnify, defend, and hold the City harmless against any and all claims, demands, suits, or other forms of liability that shall arise out of, or by other reason of action taken or not taken by the city on account of payroll deductions of Union dues. The Union agrees that in case of overpayment, proper adjustment, if any, will be made to the affected employee by the Union.

ARTICLE 7: DUES AND/OR COPE AND DISCONTINUATION OF DEDUCTIONS
(continued):

Section 4. The following form shall be used for the Union Dues Authorization for deduction and authorization of COPE deductions.

ARTICLE 8: BULLETIN BOARDS

Section 1. The Union shall be provided bulletin boards or partial use of bulletin boards for the posting of the Union business. The Union shall have at least one bulletin board or partial bulletin board at each location so designated by the City in the areas where unit employees normally are assigned to work. These bulletin boards shall be used for posting authorized Union notices, but restricted to the following:

- a. Notices of Union recreational and social affairs;
- b. Notices of Union elections and results of such elections;
- c. Notices of Union appointments and other official Union business; and
- d. Notice of Union meetings.

Copies of all notices posted on the bulletin boards shall be sent to the City manager's office.

Section 2. All other information, including any notices containing any information other than purpose, date, time, and place, may be posted on such designated areas only upon the approval of the City Management's office.

All costs incident to preparing and posting of Union materials will be borne by the Union. The Union is responsible for posting and removing approval material on its bulletin boards and for maintaining such bulletin boards in an orderly condition.

ARTICLE 9: GRIEVANCE PROCEDURE

Section 1. It shall be the policy of the City of Riviera Beach, Florida, to provide a procedure for the presentation and resolution of grievances or misunderstandings which may arise from the application or interpretation of this Agreement between employees and their supervisor, and to assure employees that their problems and complaints will be considered fairly, honestly, and without reprisal.

Section 2. The primary purpose of the grievance procedure is to determine what is right rather than who is right. Free discussion between employees and supervisors will lead to a better understanding by both of the practices, policies, and procedures which affect employment. It will also serve to identify and help eliminate conditions which may conceivably have caused misunderstanding and grievances. The purpose is defeated if a spirit of conflict enters into the consideration of a grievance. Supervisors and employees alike must realize and recognize the true purpose of a grievance procedure if such procedure is to have value in promoting the well being of the City Service.

Section 3. A grievance is defined as a complaint arising out of an alleged violation concerning the application, interpretation, or compliance with the provisions of this Agreement.

ARTICLE 9: GRIEVANCE PROCEDURE (continued):

Section 4. No employee or group of employees may refuse to follow directions pending the outcome of a grievance. Employees In the bargaining unit will follow all written and verbal directions, even if such directives are allegedly In conflict with the provisions of this Agreement. Compliance with such directives will not in any way prejudice the employee's right to file a grievance within the time limits contained herein, nor shall compliance affect the ultimate resolution of the grievance. For the purposes of this article, the term "business days" shall mean employee's workday Monday through Friday, exclusive of Saturday, Sunday, and holidays recognized by this agreement. Moreover, 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.

Section 5. Grievance discussions in the various steps will be conducted during regular business hours. The employee and the steward may request time to appeal a grievance to a higher step. The grievant and stewards shall suffer no loss of payor benefits in processing grievances through the various steps. Their immediate supervisor will grant the opportunity so long as it does not interfere with work operations.

ARTICLE 9: GRIEVANCE PROCEDURE (continued):

Section 6. Grievance time limits shall be strictly observed; however, they may be extended for good and sufficient reason by mutual agreement of the Union and management. The date of disposition shall be the dates in which the immediate supervisor or other management official delivers the disposition to the Union or grievant, whichever is appropriate, or the date of postmark in those instances where delivery is by U.S. Mail. All grievance statements of appeal and answers after step 1 must be in writing. Grievances not appealed to the next higher step within the prescribed time limits will be considered settled on the basis of the last answer by management. Failure of the City or its representatives to observe time limits for any step of the grievance procedure shall entitle the Union or grievant, whichever is appropriate to proceed to the next step in the grievance procedure. An employee will not be allowed to proceed to arbitration without the Union unless the Union refuses to represent the grievant solely due to the grievant's lack of membership in the Union. The Union must notify the grievant and City of its refusal for this reason.

Section 7. The commencing of a legal proceeding against the City in a court or equity or before the Public Employees Relations Commission, or any other administrative agency, by an employee or the Union, for misapplication or misinterpretation of the terms of this agreement, is deemed an election of remedy and shall be deemed a waiver by said employee or the Union of its/their right to resort to the grievance and arbitration procedure contained in this Agreement.

ARTICLE 9: GRIEVANCE PROCEDURE <continued>:

Section 8. WITHDRAWAL OF GRIEVANCE

A grievance may be withdrawn by the aggrieved employee at any time and at any step of this procedure, and may not be resubmitted at a later date.

Section 9. UNION GRIEVANCE AND APPEAL PROCEDURE STEPS

Step 1. Within five (5) business days of the incident, an employee or the Union during regular business hours may initiate a written grievance with the employee's supervisor involved in the grievance and verbally discuss the grievance with the employee's supervisor. Either party may have the Union Steward present if they desire. The discussion will include the substances of the grievance, a description of the action requested, the basis for the request, and the specific provision or provisions of this agreement which have been violated. Any grievance not conforming to the provisions of this paragraph shall be denied and not eligible to advance through the steps of the grievance procedure, including arbitration. Within five (5) business days, the Supervisor will provide written notification to the employee of the supervisor's decision.

Step 2. If the grievance is not resolved in Step 1 within five (5) business days, the employee or Union, whichever is appropriate, may appeal to Step 2 by submitting his complaint or grievance in writing to the Department Director on a form mutually agreed to by the parties. The Department Director will investigate the alleged grievance and if necessary, will conduct a meeting with the aggrieved employee, the Union Steward and the initial

ARTICLE 9: GRIEVANCE PROCEDURE (continued) :

Step 2. (continued)

supervisor involved. Within five (5) business days of the Department Director's receipt of the written grievance, the Department Director will give an answer in writing. Information regarding resolved grievances during Step 1 or Step 2 will be forwarded to the Director of Human Resources for filing.

Step 3. If the grievance IS not resolved at the Department Director's level, the Union may appeal within five (5) business days, and in writing to the Director of Human Resources. Within ten (10) business days of receipt of said written grievance appeal, the Director of Human Resources will answer in writing to the grievance and return a copy of the findings to the employee and the Union.

Step 4. If the grievance IS not resolved at the Human Resources Department level, the Union may appeal within five (5) business days, and In writing to the City Manager's office. Within ten (10) business days of receipt of said written grievance appeal, the City Manager has the discretion to meet with the grievant, the Union steward, International or State representatives, and departmental management to discuss and seek a solution to the grievance. The City Manager within ten (10) business days of first receipt of grievance will answer In writing to the grievance and return a copy of the findings to the employee and the Union.

ARTICLE 9: GRIEVANCE PROCEDURE (continued):

Step 5. In the event that a grievance or dispute relating to the meaning of an application or interpretation or compliance with the provisions of this Agreement is not settled under the foregoing steps of the grievance procedure, such dispute may be referred by either party to an impartial Arbitrator to be appointed by mutual agreement of the parties. However, if the City Manager does not agree that the matter is arbitrable, notification shall be to the Union of such, within ten (10) business days of receipt of the Union's request to proceed to arbitration. The parties agree that in such an instance, the arbitrator selected to hear the grievance will first consider the question of 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 is arbitrable, the parties shall proceed immediately (the same day as the Arbitrability hearing and before the same arbitrator) to arbitrate the grievance.

In case the City and the Union are unable to agree upon the impartial Arbitrator within fifteen (15) business days after the conclusion of Step 4, then on application of either party, petition may be made to the federal mediation and Conciliation service In Washington, DC, to supply the parties a panel of arbitrators.

The parties will select an arbitrator from the panel by alternately striking names from the panel. The remaining arbitrator shall be designated to hear the unsettled grievance.

ARTICLE 9: GRIEVANCE PROCEDURE (continued):

Step 5: (continued)

Any impartial arbitrator designated hereunder, to whom any grievance or dispute shall be submitted shall have the jurisdiction and the authority to apply and interpret the provisions of this Agreement insofar as may be necessary to the determination of such grievance. The arbitrator shall not have jurisdiction or authority to alter or change in any way the provisions of this agreement. The decision of the arbitrator on any matter within the arbitrator's jurisdiction shall be final and binding on the Union, the City, and the employees covered by the agreement. The expenses and fees of the arbitrator shall be paid by both parties equally.

Section 10. All eligible employees shall have the right of appeal, either through the negotiated grievance procedure contained herein, or the City Civil Service Appeals procedure, but not both, provided the matter is grievable under this contract. Further, an employee that desires to file a grievance must indicate in writing his preference as to appeals procedures.

ARTICLE 10: REPRESENTATION OF THE UNION

The membership of the Union shall be represented by the President of the Union or by a person or persons designated in writing to the City manager by the president of the Union. The identification of representatives shall be made each year prior to April 1st. The president of the Union, or the person or persons designated by the said president, shall have full authority to conclude a collective bargaining agreement on behalf of the Union subject to the majority vote of those employees voting on the question of ratification. It is understood that the Union representative or representatives are the official spokesperson of the Union for the purpose of negotiating with the City. Such negotiations entered into with persons other than those as defined herein, regardless of their position or association with the Union, shall be deemed unauthorized and shall have no right or authority in committing or in any way obligating the Union. It shall be the responsibility of the Union to notify the City manager in writing of any changes in the designations of the president of the Union or of any certified representative of the Union.

ARTICLE 11: BASIC WORK WEEK AND OVERTIME

Section 1. The basic work week shall consist of forty (40) hours unless otherwise specified. Departmental Management will establish the basic work week and hours of work best suited to meet the needs of the department and to provide superior service to the community. Nothing In this agreement shall be construed as a guaranteed or limitation of the number of hours to be worked per week.

Communications operators can be assigned a twelve (12) hour work shift. Management shall determine a choice of shift time which shall be determined by a majority vote of the Communications Operators_ Prior to the implementation of the twelve (12) hour work shift, the department will provide a 30 days notice to the Union and employees. Once the twelve (12) hour work shift is implemented, a volunteer standby list will be established by pay cycle where employees may volunteer to be on standby one or more of their days off_ Employees who are on standby will receive compensation according to Section 7 of this Article.

Shift bidding shall occur twice a year In January and July. Employees shall bid shifts by classification seniority_

In a two (2) week pay cycle, shifts will consist of three (3) days or 36 hours for one (1) week and four (4) days or 48 hours in second week.

ARTICLE 11: BASIC WORK WEEK AND OVERTIME (continued):

Emergency replacement including but not limited to, declared emergency and or civil disorder shall be processed in the following order:

- A. Contact part-time employees
- B. Draft personnel based on an inverse seniority system starting with the person with the most time off. In this connection, the drafted employee will receive two hours call-out in addition to all hours worked.

Communications operators will receive a one (1) hour lunch period and two (2) IS-minute breaks while working the twelve (12) hour work shift.

The City will provide the Union and employees with a 30 days notice prior to changing work schedules.

Section 2. All authorized and approved work performed in excess of forty (40) hours in anyone work week shall be considered as overtime and shall be paid at the overtime rate of one and one-half times the employee's straight time rate of pay.

Section 3. Supervision will provide notification to first shift employees of overtime to be worked on a daily basis no later than the noon hour of the day the overtime is to be scheduled. Those employees who work the second shift and third shifts and are required to work overtime will, where possible, be provided notice of the overtime at least four (4) hours prior to the end of their shift. Notification of weekend overtime to be worked shall be made

ARTICLE 11: BASIC WORK WEEK AND OVERTIME (continued):

the previous Thursday. Exception of this rule shall be for emergency services beyond the control of the City.

In the selection of an employee to be assigned overtime, the needs of the City shall be the most important consideration. Supervision shall make every reasonable effort to distribute such assignments so as to provide the opportunity for overtime to those full time employees within a division or department (only in those departments which have no division) who are qualified for the assignment and who are in the classification needed to perform the overtime assignment. Full time qualified employees who are in the classification needed to perform the overtime assignment will be the first assigned to such overtime. In the event, the need for overtime assignment exceeds the number of qualified employees in the required classification, supervision may assign other full time employee(s) to do the overtime work.

Section 4. If there a department has a seven (7) day continuous operations, employees will have two (2) consecutive days off, where possible, after completing their regularly scheduled five (5) day work week.

Management may determine a choice of workweek and shift time (e.g. a four-day 10-hour workweek) which is implemented after consultation with affected employees and the Union.

Irrespective of the foregoing, the employees in the classification of Water Plant Operator, shall have a ten (10) hour, four (4) day work week. Operators will have three (3)

ARTICLE 11: BASIC WORK WEEK AND OVERTIME (continued):

shifts. First shift will begin morning hours, second shift will begin afternoon hours, third shift will begin evening hours. Employees will bid their shifts by classification seniority and **rotate** shifts once a year also bidding by classification seniority.

Employees in the classifications of water plant operator, communications operators, and security guards who work the third shift, shall receive a five percent (5%) differential pay.

Section 5. For the purpose of overtime computation, holidays, vacations and the time spent by employees attending required (for the purpose of upward mobility) continuing education course/training to maintain or secure a required license/certifications necessary to perform their duties, shall be considered as time worked. Sick leave, funeral leave, jury duty, annual military leave, and other absences from duty on active pay status shall not be considered as time worked for purposes of overtime computation.

Section 6. Employees shall be required to work overtime as directed unless excused by their supervisor. In the event any employee in the unit is required to work approved overtime, employee will not be required to use annual leave nor be placed in a "leave without pay" status during the basic work week in order to compensate or offset the overtime hours worked or to be worked.

ARTICLE 11: BASIC WORK WEEK AND OVERTIME (continued):

Section 7. Stand-by time: In order to provide coverage for services during off-duty hours, it may be necessary to assign and schedule certain employees to stand-by duty. A stand-by duty assignment is made by a Department Director who requires an employee, on his off-duty time, which may include nights, weekends, or holidays to be available for work due to an urgent situation. Employees assigned to stand-by duty by their Department

Director are guaranteed stand-by pay of two (2) hours pay at their regular straight time rate for each eight (8) hour increment of Stand-by time assigned and scheduled.

Employees, while on stand-by duty when called to work, will in addition to the stand-by pay of two (2) hours for each eight (8) hours assigned, be paid for the actual time worked with a minimum guarantee of one (1) hour's pay for each call to work.

For pay purposes, actual time worked starts at the time of notice and ends when the employee returns home. Stand-by pay shall be paid at the regular rate and not considered in computing overtime unless the total hours worked in a work week exceeds forty (40) hours.

Section 8. Employees shall not be assigned to stand-by duty if excused in advance by management. The department will seek volunteers, whenever possible, consistent with equitable distribution of stand-by time within work area, classification, and shift, and consistent with skill and ability. In the event

ARTICLE 11: BASIC WORK WEEK AND OVERTIME (continued):

volunteers are not available, the qualified employee(s) with the least amount of stand-by time shall be required to take the assignment in order to maintain effective, proper, and superior service to the community.

ARTICLE 12: SICK LEAVE

Section 1. ACCUMULATION-LIMITATION

Each full time, regular employee in the classified service shall earn sick leave at the rate of one (1) working day per month of continuous service for a total of twelve (12) working days per calendar year. This sick leave shall be cumulative throughout the employee's service. There shall be no limit to the accumulation of an employee's sick leave, however, payout shall be limited to one hundred twenty (120) days. Except for emergencies or exceptional cases, no less than one (1) hour will be approved as determined by the employee's supervisor.

Regular full time employees shall be paid fifty percent (50%) of any unused sick leave days, up to one hundred twenty (120) days, upon termination of employment, for other than discharge for just cause. Regular full time employees with fifteen (15) years or more service shall be paid one hundred percent (100%) of any unused sick leave days, up to one hundred twenty (120) days, upon termination of employment, for other than discharge for just cause. Such sick leave payment shall be at the employee's current regular rate of pay, at the time of termination.

Requests for more than three (3) days sick leave must be accompanied by a doctor's certificate. When a regular employee has used all the accumulated sick leave and is still unable to return to work, the employee may draw against the annual leave account for the full amount the employee has accumulated. Request for such additional leave must be made to the Department Head by the employee or the employee's designee, and the Director of Human Resources shall be promptly notified of such request.

ARTICLE 12: SICK LEAVE (continued):

Section 2: PROCEDURE FOR FILING SICK LEAVE

In order to be granted paid sick leave, an employee must meet the following conditions:

Notify the Department Head or immediate supervisor of the employee's illness or the illness of a member of the immediate family not later than one (1) hour after the beginning of his scheduled work day or before the start of such work day.

For purposes of this Article, immediate family shall include spouse, child or parent.

Irrespective of the foregoing, the employee in the classifications of Water Plant Operator, Customer Service Worker, Emergency Communications Operator and Security Guard shall be required, unless excused by emergency situations, to notify the Department Head or immediate Supervisor of the illness or illness of the imlnediate family not later than one (1) one hour prior to scheduled shift. The City shall provide..a twenty-four (24) hour contact number to all affected employees.

Section 3: PARENTAL LEAVE

It shall be incumbent on the employee or the designate to notify the Human Resources Director immediately, and in writing, of said date of actual birth before Parental Leave will be authorized.

An employee utilizing Family Medical Leave Policy HR-97-02 benefits shall run concurrently with the benefits provided in this Section.

ARTICLE 12: SICK LEAVE (continued):

Section 3: PARENTAL LEAVE: continued

The current Family Medical Leave Policy, Policy # HR 97-02 in the Administrative Policies and Procedure Manual dated 09-22-97 shall be maintained for the duration of this Agreement as it relates to parental leave.

Section 4: ABUSE OF SICK LEAVE

a. If, and whenever, sick leave abuse appears probable, or where an employee consistently uses sick leave as it is earned, the employee claiming/requesting such sick leave will be informed by the immediate supervisor or Department Head that the employee is suspected of sick leave abuse; and thereafter, the immediate supervisor or Department head will hold a conference with the employee to discuss the alleged abuse and an official record of said conference will be provided to the employee.

If, after counseling by the immediate supervisor or Department Head, an employee continues to abuse sick leave or use sick leave as it is earned, the employee may be required to furnish competent medical proof of the necessity of such absence, prior to sick leave pay being paid.

Sick leave abuse occurs when an employee consistently uses sick leave as it is earned, sets a pattern of taking certain days off each month, or prior or after a previously approved vacation leave or consistently take sick days off before and after a weekend or after the employee's regular days off.

ARTICLE 12: SICK LEAVE (continued):

Section 4: ABUSE OF SICK LEAVE: continued

- b. Abuse of sick leave may constitute grounds for disciplinary action.
- c. An employee off duty due to illness is expected to remain at the employee's residence during the period of said absence, except that the employee may leave the residence to receive medical treatment, secure drugs, or for any other appropriate medical reason.

Section 5: DONATION OF LEAVE TIME

A Donation of Leave Time Policy will be established to allow an employee to donate accrued/available vacation Leave, Sick Leave or Good Cause Day time to another employee, when that employee suffers a job-related or non job-related accident, injury, or illness and does not have sufficient vacation, sick or personal holiday days accrued/available, or In their bank to cover the period of time they must be off work due to their accident, injury, or illness and no paid leave is available to them. Any donation of time is voluntary. Employees donating time must leave seven (7) days in their own account.

Employees who agree to donate days based upon this policy will not be prohibited from donating any days in excess of the actual days needed by the employee on approved leave. Unused days not used by the requesting employee shall revert to the donating employee or if the donating employee has terminated employment with the City, said days shall be forfeited by both the donating

ARTICLE 12: SICK LEAVE (continued):

Section 5: DONATION OF LEAVE TIME

employee and donor employee. In order to be eligible to participate under this Section/ an employee must be on regular status.

Section 6: SICK LEAVE INCENTIVE PROGRAM

a. Any employee who has at least sixty (60) days remaining in their sick leave account at the end of the fiscal year (September 30) may elect to be paid for nine (9) days provided at the end of the subsequent year the employee has at least sixty (60) days in the sick leave account.

b. Any employee who has at least thirty (30) days remaining in their sick leave account at the end of the fiscal year (September 30), may elect to be paid for either three (3) or six (6) days, provided at the beginning of the new fiscal year (October 1) the employee has at least thirty (30) days remaining in the sick leave account.

c. Any employee employed at the beginning of the fiscal year, and who has less than thirty (30) days of sick leave, may elect to be paid for three (3) days of accrued leave. In order to elect to be paid this benefit, the employee must not have used more than two (2) days of sick leave in the preceding year.

d. The election of a, b, or c above must be made in October of the current fiscal year, and payment will be made by December 31st of the current election year. Payment will be at the employee's current rate of pay as of the date paid/ and will not be affected by any subsequently adopted retroactive pay increases. Any unused or unpaid sick leave shall remain in the employee's sick leave accrual account.

ARTICLE 12: SICK LEAVE (continued):

Section 6: SICK LEAVE INCENTIVE PROGRAM: continued

e. Employees who are not employed on the date pay-off is made in December, may take advantage of this program as long as the employee is employed by City on September 30 in the immediate previous fiscal year.

ARTICLE 13: COMPASSIONATE LEAVE

In the event of the death of the mother, father, brother, sister, spouse, son, daughter, grandparent, mother-in-law, father-in-law, sister-in-law, brother-in-law, direct sibling of employee or spouse, step-parent, step-brother, step-sister, step-child or grandchild of a full time regular employee, such employee shall be entitled to paid compassionate leave not to exceed three (3) working days for anyone death. Proof of relationship to the employee must be submitted in the form of an obituary or funeral notice/program.

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

The City Manager may grant additional leave under this Section, except that such additional leave shall not be debited against the employee's annual leave.

ARTICLE 14: MILITARY LEAVE

Full-time employees In the City service who are members of military reserve units and who must attend annual training sessions are entitled to leave of absence with full pay. The City of Riviera Beach, pursuant to Florida Statutes, Section 115.07 Officer's and Employees' Leave of Absence, grants up to seventeen (17) days leave with pay each year in order that such employees may fulfill their military obligations.

Full-time employees In the City service who are called to perform military service shall, be granted leave of absence without pay for such service in accordance with the provisions of Florida Statutes, Section 115.09 - Leave to Public Officials for Military Service; Section 115.12 Rights During Leave; Section 115.13 Resumption of Official Duties; and Section 115.14 Employees and the City's Military Leave Policy.

Copies of such Florida Statutes as mentioned above shall be available in the office of the City Attorney.

ARTICLE 15: LEAVE WITHOUT PAY

Section 1. Employees may request, in writing, a leave of absence without pay for up to ninety (90) days. Such requests must be approved by both the Department Director and the City Manager.

Section 2. The decision to grant leave without pay (Leave of Absence) is a matter of administrative discretion. The Department Director will weigh each request and determine each case on its own merits. The reason for approval or denial shall be given in writing.

Section 3. An employee granted a leave of absence must keep the department informed, every three (3) months, of the current activity (schGol, medical, military, etc.) In addition, the employee must keep the department advised of their current address at all times.

Section 4. An employee granted a leave of absence and who wishes to return before the leave period has expired, shall be required to give the Department Director at least two (2) weeks notice. Upon receipt of such written notice, the employee must be permitted to return to work.

Section 5. An employee granted leave of absence shall, upon the termination and/or expiration of the leave, return to the job classification and rate of pay held at the time of going on leave. Failure to return to work on the scheduled date shall result in termination unless an extension of the leave is approved prior to

ARTICLE 15: LEAVE WITHOUT PAY (continued):

Section 5. continued

the return date by the City Manager.

Section 6. Group life and hospitalization insurance coverage may be continued for a maximum period of ninety (90) days while on authorized leave of absence, provided premium payments are kept current by the employee. In case of leave of absence for illness, the maximum period shall be twelve (12) months during which period group life, dental and hospitalization may be continued provided premium payments are kept current.

ARTICLE 16: JURY DUTY

Leave with pay shall be authorized for full-time employees in the classified service who may be required to perform jury duty. Employees who perform jury duty and are released by the Court during the first half of their regularly scheduled workday are expected to report to work when excused or released by the Court.

If an employee is called for Jury duty, the employee shall promptly notify the immediate Supervisor within five (5) days of receipt of the notice of jury duty or within five (5) days of appearance pursuant to the notice of jury duty.

The employee must provide the Department Director or immediate supervisor with proof of Jury duty before compensation is approved.

ARTICLE 17: SENIORITY, PROBATION, AND REDUCTION-IN-FORCE

Section 1. City Seniority is understood to mean an employee's most recent date of employment or re-employment. Seniority will continue to accrue during all types of leave except Leave Without Pay for more than thirty (30) calendar days which shall cause this date to be adjusted for an equivalent amount of time. Leave without pay for periods of less than thirty (30) days shall not cause the City seniority date to be adjusted.

City seniority shall be used for the purpose of computing vacations, service awards, and other matters based on length of service.

Section 2. Classification seniority shall be understood to mean length of time in the classification. After successful completion of the probation period, length of time in classification reverts to the date of entry, transfer, or promotion to the present classification. Seniority will continue to accrue during all types of leave except for leave without pay of thirty (30) calendar days or more which shall cause this date to be adjusted for an equivalent amount of time. Leave of absence without pay for periods of less than thirty (30) calendar days shall not cause the classification seniority date to be adjusted. Classification seniority shall be used in conjunction with job classification for the purpose of lay-off and consideration for promotion.

Section 3. All newly hired and promoted employees shall be placed on probation for the first one hundred eighty (180) days in the classification. All employees on initial probationary status

ARTICLE 17: SENIORITY, PROBATION, AND REDUCTION-IN-FORCE

(continued) :

Section 3. (continued):

(new employees) shall be eligible for membership in the Union but shall not be entitled to the benefits outlined in this Agreement with the exception of holiday pay and insurance coverage when eligible. However, newly hired probationary employees shall accumulate one (1) day sick leave and one (1) day vacation (annual leave) each month during the probationary period. Initial probationary employees will not be eligible to utilize accumulated sick leave or vacation leave during their probationary period. At the conclusion of their probationary period, employees will be eligible to use accumulated sick and vacation leave.

Section 4. Employees shall lose their seniority as a result of the following:

- a. Voluntary termination;
- b. Retirement;
- c. Termination for just cause;
- d. Lay-off exceeding one (1) year;
- e. Failure to report to the Department Head intention of returning to work within five (5) days of the return receipt verification In cases of recall; or
- f. Failure to return from Military Leave within the time limits prescribed by law.

ARTICLE 17: SENIORITY, PROBATION, AND REDUCTION-IN-FORCE

(continued) :

Section 5. In the event of a lay-off, the City of Riviera Beach will notify the employees and the Union, whenever possible, ten (10) days prior to the effective date of the lay-off. A copy of the lay-off notice along with the up-to-date Classification Seniority List will be sent to the Union.

a. Classification Seniority shall apply in lay-offs and promotions within the Classifications on a City-wide basis. If an employee is displaced due to Classification Seniority during a lay-off, an employee may exercise their City seniority to secure a job for which they are qualified within the bargaining unit of the SEIU Union on a City-wide basis.

When an employee moves into a classification that they never held through a reduction-in-force, the employee becomes the junior employee in the new classification.

When an employee moves into a previously held classification through a reduction in force, the employee reverts to classification seniority.

An employee who is displaced through a reduction in force, who moves into a lower paid position with the City, shall suffer no loss of pay, but shall have their pay red circled and shall receive no increases (except across the board cost of living or general wage increases) until such time as increases to the lower pay scale causes the employee to receive a wage increase.

b. Under this Agreement, when reduction-in force is necessary, probationary employees in the affected job classification will be laid off first and shall be recalled only after all regular employees in the affected job classification

ARTICLE 17: SENIORITY, PROBATION, AND REDUCTION-IN-FORCE

(continued) :

Section 5. continued

have been recalled. Probationary employees within a classification will be first laid off and regular employees in that classification who may be subject to lay-off may displace a probationary employee in any other classification, provided the senior employee is capable of performing the work of the probationary employee who employee is replacing.

c. In the case of a reduction-in-force in a department, a higher classification employee with higher classification seniority may, at the employee's own option and if qualified, replace an employee with less classification seniority in lower classification at the lower classification salary schedule.

d. An employee in this bargaining unit cannot exercise seniority unless employee is displaced or a vacancy exists as outlined in this Agreement.

Section 6. Recall employees In lay-off status will retain recall rights for one (1) year and shall have preference to work over applicants on eligible lists. Recall will be made by certified mail to the last address In the employee's records. Within five (5) work days of the certified receipt date, recalled employees must signify their intention of returning to work to the Department of Human Resources.

a. Recall will be offered to laid off employees provided they are physically qualified to perform the duties of the job. A laid off employee, when offered recall, who is temporarily unable to accept due to medical reasons, may request a leave of absence not to exceed thirty (30) days.

ARTICLE 17: SENIORITY, PROBATION, AND REDUCTION-IN-FORCE

(continued) :

Section 6. continued

b. When employees are recalled from layoff because of an increase in order, the employees with the greatest classification seniority shall be recalled in the reverse order they were laid off.

Section 7. Provisions for applying for promotion to open positions: Notice of a vacancy in an existing position or in a newly created position shall be posted at places accessible to employees City-wide for a period of five (5) days. Such notice will set forth the title of the position to be filled, hours of work, and rate of pay. Both the City and the Union recognizes and encourage the promotion of the City employees to existing vacancies.

a. Applicants from the City desiring to fill such a vacancy shall apply In writing to the Department of Human Resources. If the position requires a civil Service examination, the applicant will take the examination at the prescribed time and place. The position will then be filled as prescribed In Sections 2-83 through 2-85 of the City Code of Ordinances. If the position does not require a Civil Service Examination, the position will be filled on the basis of ability, fitness, and seniority.

b. In the event a vacancy occurs in a department where an employee once held the vacant position, but due to a reduction-in-force was obligated to take a job in the department at a lower classification, the employee will be given first

ARTICLE 17: SENIORITY, PROBATION, AND REDUCTION-IN-FORCE

(continued) :

Section 7. continued

consideration for the vacancy within the first six (6) months following the reduction-in-force.

ARTICLE 18: HOLIDAYS

Section 1. The following holidays shall be observed:
New Year's Day, January 1st
Dr. Martin Luther King, Jr. 's Day
Washington's Birthday
Good Friday
Memorial Day
Independence Day, July 4th
Labor Day, First Monday in September
Veterans' Day
Thanksgiving Day, Fourth Thursday In November
Friday following Thanksgiving Day
Christmas Day, December 25^{Lj}

With the understanding and agreement that during the life of this contract that there will be a maximum of eleven (11) holidays.

Section 2. Employees covered by this Agreement shall receive eight (8) hours off with pay for each of the holidays earned.

Section 3. Employees on vacation, annual military leave, jury duty, sick leave, compassionate funeral leave, and other absences observed must use the holiday on the same day that it is earned.

section 4. Employees who are scheduled and required by their supervisor to work on the day observed as a holiday must work that day to be eligible to receive holiday pay. Section 3 of this Article will not apply to employees scheduled and required to work on the day observed as the holiday.

ARTICLE 18: HOLIDAYS (continued) :

Section 5. The holidays established In the Personnel Rules and Regulations of the City of Riviera Beach as conforming to the most equitable plan for all classified employees will apply. Legal holidays shall also include such days as designated by the City Council.

Section 6. The City Manager will determine which department or operations will be closed in observance of the holiday.

Section 7. Employees assigned and scheduled to work on the holidays observed as specified by the Manager in Section I, and who, in fact, do work, shall receive eight (8) hours holiday pay plus time and one-half their regular rate of pay for all hours worked.

Section 8. Holiday pay prOVISlons of this Agreement will remain in effect for any work performed on a holiday providing the employee works the scheduled day before and the scheduled day after the holiday, unless excused by the Department Head for such reasons as sick leave, jury duty, vacation, or compassionate leave.

Section 9. Employees whose regularly scheduled day off occurs on the day or days when the City observes a holiday will be given either the employee's last scheduled work day preceding the holiday or the next scheduled work day following the holiday(s) as the employee's day off In observance of the holiday(s) The Supervisor shall advise the employee at least a

ARTICLE 18: HOLIDAYS (continued):

Section 9 (continued):

week In advance of the holiday(s) whether the employee will observe the holiday on employee's last scheduled work day prior to the holiday observance or the next scheduled work day after the holiday observance. If the employee is called into work on the day designated as the employee's holiday observance, the employee shall be compensated by payment of a regular day's pay at straight time for holiday pay plus time and one-half their regular rate of pay for all hours worked.

ARTICLE 19. VACATION (ANNUAL LEAVE)

Section 1. Application for vacation leave shall be made In advance of use. vacation request of three (3) days/shifts or less must be requested and approved or denied within twenty four (24) hours of the initial request. vacation request for four (4) days/shifts or more must be requested and approved or denied within four-eight (48) hours of the time of the request. In emergency cases, departmental management may waive this requirement. Maintenance of superior service and adherence to schedules are commitments which may compel department management to restrict the scheduling of vacation during certain periods of the year. When a written request for vacation is denied, the employee will be notified In writing. vacation leave may be granted to any employee with permanent status.

Section 2. Employees shall accrue paid vacation credit at their straight time rate during active pay status on the following basis:

Amount of Service	No. of Days Per Year	HCJurs Accumulated Per Year	Hours Accumulated Per Week
0-5 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

ARTICLE 19: VACATION (ANNUAL LEAVE) (continued):

Section 2 (continued):

15 Years or More	20	160.0	3.076
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This provision shall be interpreted to mean that the employee has completed the number of years prior to becoming eligible for the corresponding days of vacation.

vacation leave shall accrue as scheduled above and on the vacation previous page. The maximum number of vacation days to accrue shall be two (2) times the annual rate of accrual.

Section 3. Employees becoming hospitalized while on vacation may use sick time for such periods of illness providing a doctor's certificate is presented to the employee's Department Director or upon his return to work.

Section 4. Payment of vacation time In lieu of actually taking vacation will not be permitted except in these special cases:

- (a) Employees entering military service; and
- (b) Separation from City employment.
- (c) Or under Section 6 of this Article

Upon separation from City employment, regular employees shall be entitled to compensation for any earned but unused vacation to their credit on the effective date of termination.

Section 5. If the workload permits, employees may request application of unused vacation for any nationally recognized

ARTICLE 19: VACATION (ANNUAL LEAVE) (continued):

religious holiday associated with the religious faith of the employee which occurs on a normal work day.

section 6. 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 fifty percent (50%) of any remaining accrued vacation time. The employee must make this election in October of the current fiscal year and payment will be made by December 31st of the election year. Payment will be at the employee's current rate of pay, as of the 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.

ARTICLE 20: PRODUCTIVITY AND JOB TRAINING PROGRAM

Section 1. The Union and the City recognize that they have a clear responsibility to give the public maximum efficiency. Therefore, the Union pledges that it will actively promote and encourage the employees to increase their productivity in order to maintain appropriate services to the citizens of the City and to alleviate the possible necessity of curtailing services.

Section 2. To maintain the efficiency of its work force, and to ensure an adequate supply of competent employees for advancement, the City may institute and administer such training programs as it deems necessary to meet requirements, providing such programs do not conflict with any other provision of this agreement. Nothing contained in the training program shall conflict with Federal or State laws. If possible, all mandatory training programs conducted by the City will be held during normal working hours. If mandatory training is required to be conducted outside of normal working hours the City will pay the employee for the training at the employee's normal hourly rate, unless the training is mandated by a change in rules or statutes over which the City has no amendatory power or the employee has worked in excess of forty (40) hours during the week. In such limited cases, the City shall pay the employee a pre-announced stipend.

Section 3. Employees who meet the requirements as shown below shall be reimbursed as indicated for approved graduate and/or undergraduate and/or any other course work related to their job or leading to a degree related to their job.

ARTICLE 20: PRODUCTIVITY AND JOB TRAINING PROGRAM (continued):

Section 3 (continued):

<u>Grade achieved</u>	<u>Reimbursement</u>
"A" or "B"	100% of tuition cost 75% of tuition
"Pass" In a "Pass"/"Pail" course <i>"eft</i>	100% of tuition cost 50% of tuition cost

a. Education reimbursement shall be limited to eighteen (18) semester hours per calendar year (January-December) per employee. Reimbursement shall be based upon current state community college or state university tuition rate.

b. If an employee receiving benefits under this Article, does not continue 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 employees' 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.

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

This reimbursement policy does not apply to courses required by law which will continue to be paid for by the City.

ARTICLE 20: PRODUCTIVITY AND JOB TRAINING PROGRAM (continued):

Section 4. All requests for prior approval of courses and all reimbursement requests shall be submitted in the manner and with documentation as required by the City. Such documentation shall include, but not be limited to: tuition receipts, official transcripts or grade notification.

Section 5. The cost of required workbooks and/or textbooks will be reimbursed provided the request for such are submitted as required by the City. Upon completion of the course work, such reimbursed workbooks and/or textbooks shall be turned over to the City and become the property of the City.

ARTICLE 21: WAGES

Section 1. Effective upon ratification, all bargaining unit employees employed as of October 1, 2008 will receive a two percent (2%) increase on their anniversary date.

To be eligible to any retroactivity, an employee must be employed: 1. On the effective date of this agreement; 2. On the date the contract is ratified by the parties and 3. On the date of payment. All retroactivity will be paid within ninety (90) days of ratification..

On April 1, 2009, all bargaining unit employees employed as of October 1, 2008 and who remain current employees at the date of payment, will receive a one time one percent (1%) bonus at their current rate of annual base pay.

There will be no further across the board wage adjustments during the 2008/2009 Contract Year.

Employees will be evaluated during this period, using the existing electronic evaluation tool. Employees shall be provided a copy of their job competencies.

ARTICLE 21: WAGES (continued)

Employees who are at the maximum of the pay grade when the salary adjustment is applied or if the salary adjustment results in the employee's salary exceeding the maximum of the pay grade, the employee shall receive the salary adjustment up to the maximum of the pay grade and the balance in a lump sum, payable on the employee's anniversary date.

If an employee receives a satisfactory evaluation rating, the employee shall set forth in writing, the specific reasons for the objections along with documentation to the department head within five (5) working days from the date the employee received the evaluator's denial of the employee's objection of the satisfactory rating. The department head 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.

The following procedure will be adhered to for presentation of the party's respective position. The presentation will be limited to one (1) hour of discussion. A decision will be rendered at the conclusion of the presentation. A union representative may be present to assist in the presentation. The decision of the department head shall be final on the performance evaluation and shall not be grievable to arbitration.

ARTICLE 21: WAGES (continued)

Section 2. Any pay increase 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 a re-opener agreement is reached.

Section 3. Pay days will be bi-weekly on Friday. Bi-weekly is defined as every two (2) weeks. In the event pay day falls on a holiday, the City shall have the discretion to pay employees on the day before or the day after the holiday. The City will provide the option of direct deposit to all employees. Such bi-weekly pay schedule will be done so only on a city-wide basis.

Section 4. A Water Plant Operator, upon receipt of certification qualifying the employee as a "E" operator, shall forthwith receive a five percent (5%) increase in their hourly base rate.

A Water Plant Operator, upon receipt of certification qualifying the employee as an "A" operator, shall forthwith receive a ten percent (10%) increase in their hourly rate.

The base rate of pay is defined as that rate the employee receives without incentives.

Certifications earned subsequent to ratification of this Agreement are to be paid without retroactive action. Certification payments are not related to the maximum pay range.

ARTICLE 21: WAGES (continued)

Bargaining unit automotive mechanics who obtain ASE certification shall receive a \$250.00 bonus per year for each job related certification not to exceed \$1,000 annually. All certifications must be approved in advance by the department head and all certifications must be current.

Effective upon ratification, bargaining unit water/sewer mechanics who obtain sewage collection certification A, B, or C or obtain water distribution certification A, B, or C shall receive a \$250 bonus per year for each certification not to exceed \$750.00 annually. All certifications must be approved In advance by the department head and all certifications must be current.

Effective upon ratification, bargaining unit code enforcement officers who obtain levels of Florida Association of Code Enforcement certificates including the Code Enforcement Professional certification, shall receive \$250 bonus per year for each certification not to exceed \$750.00 annually. All certifications must be approved in advance by the department head and all certifications must be current.

Effective upon ratification, bargaining unit pool guards and lifeguards who obtain an emergency medical technician certification, shall receive \$25 per week. All certifications must be approved In advance by the department head and all certifications must be current.

Effective upon ratification, bargaining unit Building Inspection Inspector who obtain certification other than their

ARTICLE 21: WAGES (continued)

required certification, shall receive \$750 up to \$2250 per fiscal year. All certifications must be approved In advance by the department head and all certification must be current.

Section 5. Any employee required to work outside their job classification In a higher pay rate for three (3) or more days In a work week or consecutive work days shall receive the higher rate of pay retroactive to the first day beginning on the fourth day of work, provided the employee IS assigned to work in the higher classification on the fourth day. Where circumstances permit, every effort will be made to asslgn one (1) employee the duties of the higher classification in a given week.

ARTICLE 22: SAFETY AND HEALTH

Section 1. Departmental Management will make every reasonable effort to provide and maintain safe working conditions. To this end the Union will cooperate and encourage the employee to work in a safe manner. A Safety Committee will be established comprised of one (1) person from each of the following areas: City Hall, Water/Sewer, Public Works, and Parks and Recreation. The Committee will meet on a regular basis with the Safety Director for the purpose of reviewing and reporting unsafe working conditions as reported to the Committee.

Section 2. The City of Riviera Beach will provide proper and necessary safety equipment and devices for employees engaged in work where such special equipment, including safety shoes, and devices are necessary. Such equipment and devices, where provided, must be used and replaced by the City when worn out. If lost or stolen, employees will have the cost of replacement deducted from pay. Employees who report to work without proper safety equipment will be sent home without pay.

Section 3. The city of Riviera Beach agrees to continue the present practice of providing uniforms and periodic replacement of items to employees including a bump hat and/or safety helmet, and work gloves when requested and then only upon presentation of the work or damaged article to the foreman. Normally, this exchange shall be made the same day.

ARTICLE 22: SAFETY AND HEALTH (continued):

Section 4. In the event an employee leaves the employment of the Department or the City, the employee shall return all uniforms and safety equipment to the Department. Failure to return all issued safety equipment and uniforms, will result In the cost of same being deducted from the employee's final paycheck.

Section 5. Both parties agree to abide by and to conform to any applicable regulations enacted or adopted by Federal, State, County, or City government.

Section 6. The City will pay for initial Commercial Driver's License for current employees; but after the initial payment, the employee will be responsible for the payment of renewing the license. All new employees will be responsible for the payment of the cost of the Commercial License.

ARTICLE 23: GENERAL PROVISIONS

Section 1. Employees in the bargaining unit will be encouraged to participate in worthwhile charity drives. Employees should feel free to contribute or not -contribute without pressure from any party.

Section 2.

GROUP INSURANCE

- (a) The City agrees to provide health insurance, dental insurance for employees at no cost. Employees have the option to purchase dependent health insurance at the employee's expense.

LIFE INSURANCE

(b) The City and SEIU hereby agree that all eligible employees in the unit will be provided term 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 insurance.

Section 3. In the event an employee is called back to work outside their regular work schedule, the employee shall receive minimum of three (3) hours pay at the rate of time and one-half (1-1/2) if over forty (40) hours in a week, less sick time or other non compensable time.

ARTICLE 23: GENERAL PROVISIONS (continued):

Section 4. SENIORITY LIST

The City shall prepare a current classification seniority list quarterly. This list shall be posted on bulletin boards at all work locations.

Section 5. On the first full day and the remainder of the week! full compensation coverage will be paid on any work connected injury or illness.

Section 6. Job classification to be utilized where required.

Section 7. COPIES OF AGREEMENT

The City agrees to reproduce the Agreement In sufficient copies to distribute to all employees covered by this Agreement.

Section 8. EXAMINATION OF PERSONNEL FILES

Employees shall have the right to examine their personnel file. Requests shall be at a reasonable time.

Section 9. All disciplinary letters and reprimands shall remain in the employee!s work and personnel files. After three (3) years! if the employee has had no further infraction during that period! the infraction shall not be considered when rendering disciplinary action.

ARTICLE 24: SAVINGS CLAUSE

If any provisions of this Agreement, or the application of such provision, shall be rendered or declared invalid by any Court of competent jurisdiction, the remaining parts or portions of this Agreement shall remain in full force and effect.

ARTICLE 25: DENTAL INSURANCE

DENTAL BENEFITS

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

ARTICLE 26: TERM

After a majority of those bargaining unit members voting on the question of ratification and thereafter, upon its ratification by an official resolution of the City Council ratifying the Agreement and authorizing the Mayor and City Clerk to sign the Agreement on behalf of the City, the Agreement, upon being signed by the appropriate union Representatives and the Mayor and the City Clerk, shall become effective October 1, 2008, and shall remain in full force and effect until September 30, 2011.

The parties may open Article 21 Wages and four additional Articles each during the second thru third year of the Agreement. The parties should notify of their intent to reopen by no later than May 1, 2009.

ARTICLE 27: MAINTENANCE OF BENEFITS

All existing benefits covering City employees as outlined in the Human Resources Rules and Regulations Booklet and other written City Policy that is not now incorporated into this the Union Agreement, will remain in full force and effect along with all provisions of this Agreement for the duration of the Labor Agreement.

ARTICLE 28: 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).

ARTICLE 29: DRUG-FREE WORK PLACE POLICY

The City and the NCF&O recognize that substance abuse in our nation and our community exacts staggering costs in both human and economic terms. Substance abuse can be reasonably expected to produce impaired job performance, lost productivity, absenteeism, accidents, wasted materials, lowered morale, rising health care costs, and diminished interpersonal relationship skills. The City and SEIU NCF&O share a commitment to solve this problem and to create and maintain a drug-free work place policy.

This policy is implemented pursuant to the drug-free work place program requirements under Section 440.201, Florida Statutes, the rules of the Department of Labor and Employment Security, Division of Workers' Compensation, and the Omnibus Transportation Act.

The essential parts of this policy are:

Section 1.

The City prohibits the illegal use, possession, sale, manufacturing or distribution of drugs, alcohol, or other controlled substances on its property. It is also against City policy to report to work or to work under the influence of drugs or alcohol.

Section 2. Testing of Employees:

a. Non-CDL Employees:

1. Reasonable suspicion Testing: Employees will be tested when there is a reasonable suspicion that an employee is using or has used drugs or alcohol; the employee's job performance is impacted; or other employees safety and health are placed in danger.

ARTICLE 29: DRUG-FREE WORK PLACE POLICY (continued):

Section 2-a. (continued):

2. Follow-up Testing: All employees who have been determined to have used drugs or alcohol and are permitted by the City to return to work will be subject to six (6) unannounced follow-up drug tests for a period of two (2) years following return to work.

3. Additional Testing: Additional testing may also be conducted as required by applicable State or Federal laws, rules or regulations.

4. Following any vehicular or industrial accident or serious safety incident occurring on duty pursuant to Chapter 440 of the Florida Statutes, shall be tested for drugs and/or alcohol.

b. CDL Employees:

The Omnibus Transportation Act applies to all drivers of commercial motor vehicles (CMV's) required to obtain a commercial drivers' license (CDL). In addition to the types of testing listing above, beginning January 1, 1995, the Omnibus Transportation Act will require random and return-to-duty testing. The City of Riviera Beach will comply with the requirements of the Omnibus Transportation Act.

1. Random Testing:

The Omnibus Transportation Act requires all operators of CMV's to be randomly tested for controlled substances and alcohol beginning January 1, 1995. It applies to all drivers required to obtain a commercial drivers' license (CDL).

ARTICLE 29: DRUG-FREE WORK PLACE POLICY (continued):

Section 2-b. (continued):

2. Return-to-Duty Testing:

a. The City shall ensure that before a driver returns to duty requiring the performance of a safety-sensitive function after an alcohol concentration test result of 0.04 or greater, the driver shall undergo a return-to-duty alcohol test with a result indicating an alcohol concentration of less than 0.02.

b. The City shall ensure that before a driver returns to duty requiring the performance of a safety-sensitive function after testing positive for the use of controlled substances, the driver shall undergo a return-to-duty controlled substances test with a result indicating a verified negative result for controlled substances use. The employee shall attend and successfully complete the City's Employee Assistance Program. Otherwise, the employee will be subject to discipline up to and including termination.

c. The City shall ensure that before a driver returns to duty requiring the performance of a safety-sensitive function, the driver shall undergo a return-to-duty alcohol test with the result indicating an alcohol concentration of less than 0.02 after engaging in the following prohibited conduct:

(1) Being on duty or operating a CMV while possessing unmanifested alcohol;

(2) Using alcohol while performing safety-sensitive function;

(3) Performing safety-sensitive functions within four (4) hours after using alcohol;

ARTICLE 29: DRUG-FREE WORK PLACE POLICY (continued):

Section 2-c. (continued):

(4) Using alcohol within eight (8) hours following an accident, or before undergoing a post-accident alcohol test, whichever occurs first; or

(5) Refusing to submit to a post-accident alcohol test, a random alcohol test, a reasonable suspicion alcohol test, or a follow-up alcohol test.

d. The City shall ensure that before a driver returns to duty requiring the performance of a safety-sensitive function, the driver shall undergo a return-to-duty controlled substances test with a result indicating a verified negative result for controlled substances use after engaging in the following prohibited conduct:

(1) Reporting for duty or remaining on duty requiring the performance of safety-sensitive functions when the driver uses any controlled substance, except when the use is pursuant to the instructions of a physician who has advised the driver that the substance does not adversely affect the driver's ability to safely operate a CMV; or

(2) Refusing to submit to a post-accident controlled substance test, a random controlled substance test; a reasonable suspicion controlled substance test, or a follow-up controlled substance test.

3. Post Accident Testing:

Following any vehicular or individual accident or serious safety incident occurring on duty pursuant to Chapter 440 of the Florida Statutes and the Federal Omnibus Transportation Act of 1991, shall be tested for drugs and/or alcohol.

ARTICLE 29: DRUG-FREE WORK PLACE POLICY (continued):

Section 3. Alcohol and Drug Use Prohibitions:

a. The use, sale, purchase, possession, distribution, or dispensing of drugs or alcohol on duty or on City property is cause for immediate discharge.

b. It is against City policy to report to work or work under the influence of alcohol or drugs. Employees who violate this policy are subject to discipline up to and including discharge. In the case of a first-time violation of the City's policy, including a positive drug or alcohol test result (without evidence of use, sale, possession, distribution, dispensation, or purchase of drugs or alcohol on City property or while on duty), the employee will be subject to discipline up to and including discharge. Employee shall attend and successfully complete the City's Employee Assistance Program; otherwise, the employee will be subject to disciplinary action up to and including termination.

c. For the purpose of this policy, an individual is presumed to be under the influence of alcohol or drugs if an alcohol or drug test is positive.

d. The city may suspend with pay, however, upon positive initial confirmation of the drug test results, the City may suspend employees without pay under this policy pending the results of any further drug testing or investigations.

Section 4. All information, interviews, reports, statement memoranda and drug test results, written or otherwise, received by the City as part of this drug testing program are confidential communications. Unless authorized by State laws, rule or

ARTICLE 29: DRUG-FREE WORK PLACE POLICY (continued):

Section 4. continued

regulations, the City will not release such information without a written consent form signed voluntarily by the person tested.

Section 5. A Drug Use Information form is a confidential report which must be filled out by employees both before and after being drug tested. This form permits individuals to provide to the Medical Review Officer a list of all prescription and non-prescription drugs they are currently using or have used in the last month, as well as any other information they consider relevant to the test.

Section 6: Prior to testing, the employee will be given a list of the most common medications by brand name or common name and chemical name which may alter or affect a drug test.

Section 7: Any employee who refuses to submit to a drug test may be terminated from employment. An injured employee who refuses to submit to a drug test, or has a positive confirmation test, in addition to the above, may forfeit his eligibility for all workers' compensation medical and indemnity benefits pursuant to the laws.

Section 8: A list of names, addresses, and telephone numbers of employee assistance programs and local alcohol and drug rehabilitation programs available to employees will be provided upon request.

ARTICLE 29: DRUG-FREE WORK PLACE POLICY (continued):

section 9: An employee who receives a positive confirmed drug test result may contest or explain the results to the Employer within five (5) days after written notification of the positive test result. If an employee's explanation or challenge is unsatisfactory to the Employer, the person may contest the test results and an investigation will be conducted.

Section 10: An employee has the responsibility of notifying the drug testing laboratory of any administrative or civil action brought pursuant to Chapter 440, Florida Statutes. The lab will maintain the sample until the case or administrative appeal is settled.

section 11: The following is a list of all drugs for which the Employer may test:

<u>DRUG</u>	<u>CUTOFF N/ML</u>
Alcohol	
Barbiturates	300
Benzodiazepines	300
Cannabinoid	50
Cocaine	300
Amphetamines	1000
Methaqualone	300
Opiates (including heroin)	300
Phencyclidine (PCP)	25

ARTICLE 29: DRUG-FREE WORK PLACE POLICY (continued):

Section 12: Employees have the right to consult the testing laboratory for technical information regarding prescription and non-prescription medication.

Section 13: Details of this policy may be obtained from the Department of Human Resources.

Section 14: Employees, as a condition of employment, are required to abide by these guidelines.

Section 15: The City will pay for drug testing for all current employees.

ARTICLE 30: EMPLOYEES UNABLE TO PERFORM JOB DUTIES
FOLLOWING ON-THE-JOB INJURY, JOB-RELATED ILLNESS/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 reasonable accommodation. The employee's ability to perform the duties of a position is determined by the employee's physician and verified by the City's Risk Manager.

b. 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, 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.

c. If an employee returns to work within the twelve (12) month period 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.

d. On the first full day and the remainder of the week, full compensation coverage will be paid on any work connected injury or illness.

ARTICLE 31: COMMUNICATIONS OPERATOR TRAINER

The City shall compensate each communications operator assigned to perform training at the rate of fifty (\$50.00) per week for training for long as the communications operator trainer is so assigned. Management shall post the assignment for communications operators to apply. Management shall select the most qualified communications operator as determined by management to be a trainer.

ARTICLE 32: DISCIPLINE

Section 1. Management must, if an initial recommended decision to discipline is accepted, administer the discipline within ninety (90) days of the decision to discipline for violation of the Agreement or City practices, procedures, rules and regulations, or policies. The immediate supervisor will discuss possible violations of the Agreement, City practices, procedures, rules and regulations or policies with the employee. The time limit may be extended by mutual consent of the parties; however, neither party may be unreasonably withhold consent from the other.

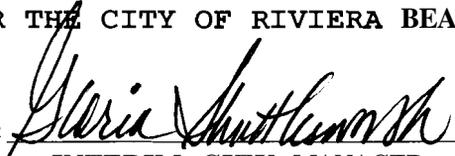
Section 2. The term "administer discipline" means the disposition and/or documentation of an oral or written warning, a suspension (with or without pay), a reduction in pay, demotion or termination.

Section 3. The immediate supervisor shall discuss the disposition/documentation of an oral or written warning, a suspension (with or without pay), a reduction in pay, demotion or termination with the employee or Union before the effective date of disposition.

Section 4. If a violation for which the employee is disciplined is not repeated within three (3) years, the violation will not be used to support or aggregate a future disciplinary action.

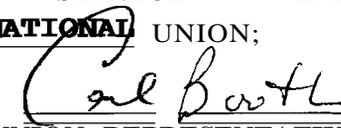
IN WITNESS WHEREOF, we have hereunto affixed our signatures
this _____ day of _____, 2009.

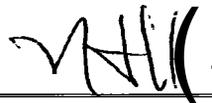
FOR THE CITY OF RIVIERA BEACH:

BY: 
INTERIM CITY MANAGER
GLORIA SHUTTLESWORTH
CHIEF EXECUTIVE OFFICER

BY: 
MAYOR
THOMAS A. MASTERS

FOR SERVICE EMPLOYEES
~~INTERNATIONAL~~ UNION;

BY: 
UNION REPRESENTATIVE
CARL BOOTH

BY: 
WITNESS
NORMAN WILLIAMS

ATTEST:

BY: 
CITY CLERK
CARRIE E. WARD,
MASTER MUNICIPAL CLERK

RESOLUTION NO. 30--09

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF RIVIERA BEACH, PALM BEACH COUNTY, FLORIDA, APPROVING THE SUBMISSION OF THE GRANT APPLICATION TO PARTICIPATE IN THE FLORIDA DEPARTMENT OF EDUCATION SUMMER FOOD SERVICE PROGRAM COMMENCING JUNE 08, 2009 THROUGH AUGUST 14, 2009; AUTHORIZING THE MAYOR AND CITY CLERK TO EXECUTE THE AGREEMENT ON BEHALF OF THE CITY OF RIVIERA BEACH; AND AUTHORIZING THE FINANCE DIRECTOR TO SET UP A BUDGET IN THE AMOUNT OF \$35,349.90 IN THE SUMMER FOOD GRANT FUND (137); APPROVAL FOR STAFF TO SELECT VENDOR TO SUPPLY MEALS FOR THE SUMMER FOOD SERVICE PROGRAM; AND PROVIDING AN EFFECTIVE DATE.

WHEREAS, the City of Riviera Beach Recreation Department provides an annual Summer Program for up to 300 youths ages 5 to 13; and

WHEREAS, the City is desirous of offering free nutritious meals to all participants of the Summer Camp Program; and

WHEREAS, the Florida Department of Education, Summer Food Service program for Children provides a Grant to subsidize the cost of meals for the program.

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

SECTION 1. That the City Council hereby approves the submission of the Grant Application, which is estimated in the amount of \$35,349.90 to participate in the Florida Department of Education Summer Food Service Program to subsidize the cost of meals served during the operation of the Summer Youth Program.

SECTION 2. That the Mayor and City Clerk are authorized to execute the Agreement on behalf of the City of Riviera Beach in compliance with the Grant Application.

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SECTION 3. That the Finance Director is authorized to set up a budget in the Summer Food Grant Fund as follows'

REVENUE:

137-00-334516	Summer Food Grant 2009	\$35,349.90
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EXPENDITURES:

137-1232-572-0-1201	Salaries	\$19,262.00
137-1232-572-0-3406	Contract Services	15,537.90
137-1232-572-0-5201	Operational Supplies	550.00
		<hr/>
		\$ 35,349.90

SECTION 4. That this Resolution shall take effect upon its passage and approval by City Council.

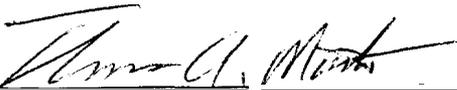
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RESOLUTION NO. 30-09

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PASSED AND APPROVED this 1ST day of MARCH 2009.

APPROVED:

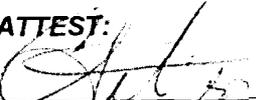


THOMAS A. MASTERS
MAYOR



CEDRICK A. THOMAS
CHAIRPERSON

ATTEST:



CARRIE E. WARD,
MASTER MUNICIPAL CLERK
CITY CLERK



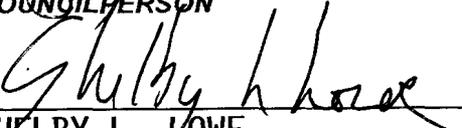
DAWN S. PARDO
CHAIR PRO TEM



JUDY L. DAVIS
COUNCILPERSON



LYNNE L. HUBBARD
COUNCILPERSON



SHELBY L. LOWE
COUNCILPERSON

MOTIONED BY: S. LOWE

SECONDED BY: L. HUBBARD

C. THOMAS OUT

D. PARDO AYE

J. DAVIS AYE

L. HUBBARD AYE

S. LOWE AYE

REVIEWED AS TO LEGAL SUFFICIENCY



PAMALA HANNA RYAN, CITY ATTORNEY

DATE: 3/12/09

RESOLUTION NO. 31-09

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF RIVIERA BEACH, PALM BEACH COUNTY, FLORIDA, AWARDING A PORTION OF THE SCHEDULE 1 IMPROVEMENTS FOR BID NO. 214-09 AND AUTHORIZING THE MAYOR AND CITY CLERK TO EXECUTE THE PROPOSED CONSTRUCTION SERVICES CONTRACT WITH CARRICK CONTRACTING CORP. OF LAKE PARK, FLORIDA, THE LOWEST RESPONSIBLE BIDDER FOR THE CONSTRUCTION OF TWO (2) NEW TENNIS COURTS FOR PHASE II IMPROVEMENTS OF THE DAN CALLOWAY RECREATIONAL COMPLEX IN THE AMOUNT OF \$77,500.00; AND PROVIDING AN EFFECTIVE DATE.

WHEREAS, the City Council of the City of Riviera Beach, Palm Beach County, Florida, does hereby accept the Purchasing Department's recommendation and approves the Construction Services contract for the construction of two (2) new tennis courts for the Dan Calloway Recreational Complex in the amount of \$77,500 to be completed by Carrick Contracting Corporation of Lake Park, FL the "Lowest Responsible Bidder" for the Schedule 1 improvements for Bid No 214-09.

WHEREAS, the Mayor and City Clerk are authorized to execute the appropriate Construction Services Contract upon the review and approval of the City Attorney.

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

SECTION 1. The City Council hereby accepts the proposal and awards a Construction Services Contract to the lowest responsible bidder for the Schedule 1 improvements for Bid No. 214-09 in the amount of \$77,500.00 for the construction of two (2) new tennis courts for the Dan Calloway Recreational Complex; and authorizes the Mayor and City Clerk to execute the contract for same.

SECTION 2. The Mayor and Finance Director are authorized to make payment from the Parks and Recreation Capital Impact Fee Account No. 310-1236-572-0-6351.

SECTION 3. The City Manager shall have authority to approve change orders in an amount not to exceed 10% of the contract award.

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

PASSED AND APPROVED this 18TH day of March 2009

APPROVED:

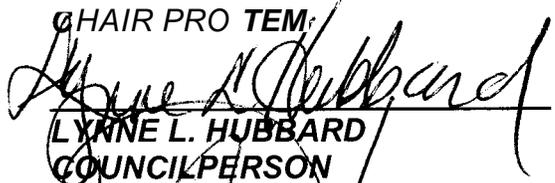

THOMAS A. MASTERS
MAYOR


CEDRICK A. THOMAS
CHAIRPERSON

ATTEST:


CARRIE E. WARD,
MASTER MUNICIPAL CLERK
CITY CLERK


DAWN S. PARDO
CHAIR PRO TEM


LYNNE L. HUBBARD
COUNCILPERSON


JUDY L. DAVIS
COUNCILPERSON


SHELBY L. LOWE
COUNCILPERSON

MOTIONED BY: L. HUBBARD

SECONDED BY: S. LOWE

C. THOMAS OUT

D. PARDO AYE

L. HUBBARD AYE

J. DAVIS AYE

S. LOWE AYE

REVIEWED AS TO LEGAL SUFFICIENCY


PAMALA HANNA RYAN, CITY ATTORNEY

DATE: 3/13/09

RESOLUTION NO. 32-09

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF RIVIERA BEACH, PALM BEACH COUNTY, FLORIDA, AUTHORIZING STAFF TO MODIFY THE REQUEST FOR PROPOSAL FOR INDEPENDENT, EXTERNAL AUDIT SERVICES FOR THE CITY OF RIVIERA BEACH BY ADDING AN ADDITIONAL YEAR, ENDED 9/30/08; AND PROVIDING AN EFFECTIVE DATE.

WHEREAS, the City of Riviera Beach is required to hire an independent auditor to audit the financial statements on an annual basis; and

WHEREAS, the current five year contract with Nowlen, Holt, and Miner, P.A. expires after the completion of the audit of the current fiscal year, September 30,2008; and

WHEREAS, Auditing Standards (SAS 104-114) now require additional auditing efforts in the area of internal control which will increase the length of time required to complete the audit; and

WHEREAS, a new auditor will also be required to do this same work in the first year of their audit and can then carry it forward for the remaining term of their audit; and

WHEREAS, our current auditors are willing to terminate their contract early to avoid this duplication of effort and costs, which will speed the processing of the 9/30/08 audit and financial statements;

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

SECTION 1. The City Council authorizes staff to add an additional year to the RFP for Audit Services, to start a year earlier with the fiscal year ended 9/30/08 instead of 9/30/09 as approved by resolution of the City Council in January 2009.

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

PASSED and APPROVED this 18TH day of MARCH, 2009.

RESOLUTION NO. 32-09

-2-

APPROVED:


THOMAS A. MASTERS
MAYOR

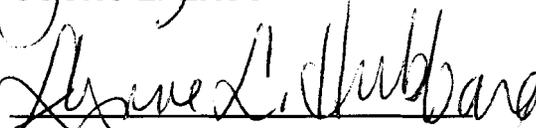

CEDRICK A. THOMAS
COUNCILPERSON

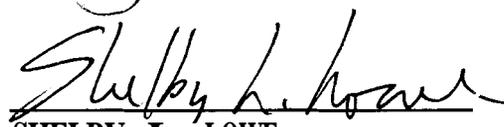
ATTEST:


CARRIE E. WARD
MASTER MUNICIPAL CLERK


DAWN S. PARDO
CHAIR PRO-TEM


JUDY L. DAVIS
COUNCILPERSON


LYNNE L. HUBBARD
COUNCILPERSON


SHELBY L. LOWE
COUNCIL PERSON

MOTIONED BY: J. DAVIS _____

SECONDED BY: L. HUBBARD _____

C. THOMAS OUT _____

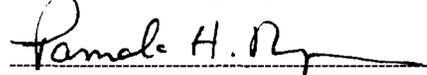
D. PARDO AYE _____

J. DAVIS AYE _____

L. HUBBARD AYE _____

S. LOWE AYE _____

REVIEWED AS TO LEGAL SUFFICIENCY


PAMALA HANNA RYAN, CITY ATTORNEY

DATE: 3/10/09