

RESOLUTION NO. 38-09

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF RIVIERA BEACH, PALM BEACH COUNTY, FLORIDA, APPROVING THE CITY OF RIVIERA BEACH POLICE DEPARTMENT 2ND ANNUAL LAW ENFORCEMENT APPRECIATION DAY, AUTHORIZING THE FINANCE DIRECTOR TO APPROPRIATE THE FUND BALANCE FROM THE LAW ENFORCEMENT TRUST FUND ACCOUNT NUMBER 150-00-271-002 IN THE AMOUNT OF \$5000, TO FUND THE CITY OF RIVIERA BEACH POLICE DEPARTMENT 2ND ANNUAL LAW ENFORCEMENT APPRECIATION DAY; AND PROVIDING AN EFFECTIVE DATE.

WHEREAS, The Riviera Beach Police Department is hosting its second Annual Law Enforcement Appreciation Day on May 17, 2009; and

WHEREAS, The Police Advisory Board is planning this event to include an 11:00am, Worship and Recognition Program at Hurst Chapel AME Church, in Riviera Beach and a Family Appreciation Day Picnic Activity at the Dan Calloway Center, sponsored in conjunction with the Riviera Beach Parks and Recreation Department; and

WHEREAS, These events are open to the community and Police Department family members to participate in family oriented activities celebrating community partnerships; and

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

SECTION 1: The City Council approves the Riviera Beach Police Department's 2nd Annual Law Enforcement Appreciation Day for May 17th, 2009.

SECTION 2: The City Council authorizes the Finance Director to appropriate the fund balance from the Law Enforcement Trust Fund for this expenditure as follows:

<u>Revenue Account Number</u>	<u>Description</u>	<u>Amount</u>
150-00-271-000	LETF	\$5,000

<u>Expenditure Account Number</u>	<u>Description</u>	<u>Amount</u>
150-0817-521-2-5201	LETF - Operating Supplies	\$5,000

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

PASSED and **APPROVED** this **7** day of July, 2009.

RESOLUTION NO. 38-09
PAGE -3-

PASSED AND APPROVED this 6TH day of May, 2009.

APPROVED:



THOMAS A. MASTERS
MAYOR



DAWN S. PARDO
CHAIRPERSON

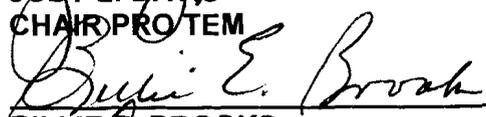
ATTEST:



CARRIE E. WARD
MASTER MUNICIPAL CLERK
CITY CLERK



JUDY L. DAVIS
CHAIR PRO TEM



BILLIE E. BROOKS
COUNCILPERSON

C
C

MOTIONED BY: C. THOMAS

SECONDED BY: B. BROOKS

C. THOMAS AYE

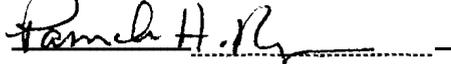
D. PARDO AYE

J. DAVIS AYE

B. BROOKS AYE

S. LOWE AYE

REVIEWED AS TO LEGAL SUFFICIENCY



PAMALA HANNA RYAN, CITY ATTORNEY

DATE: 4/29/09

RESOLUTION NO. 39-09

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF RIVIERA BEACH, PALM BEACH COUNTY, FLORIDA, AUTHORIZING THE FINANCE DIRECTOR TO APPROPRIATE \$66,000 FROM VARIOUS ACCOUNTS TO FUND ENGINEERING CONTRACT SERVICES; AND PROVIDING FOR AN EFFECTIVE DATE.

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

WHEREAS, It will be cost efficient and most effective for the City to retain the engineering services of Mr. Samadi to continue providing engineering services for approximately six (6) more months to the City until such services are no longer deemed necessary.

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

SECTION 1. That the Finance Director is authorized to transfer funds as follows:

Transfer from:

General Fund Contingency 001-0203-519-0-5999

Transfer to:

General Fund Engineering Contract Services 001-0716-519-0-3106

And to appropriate capital Fund Balance as follows:

Streets Renewal & Replacement 301-00-399999
Impact Fees 303-00-399999

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RESOLUTION NO. 39-09
PAGE -2-

SECTION 2. The Finance Director is authorized to make payment for Lal John Samadi's services from various account numbers as provided above.

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

APPROVED KAY 6, 2009

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APPROVED:

[Signature]

[Signature]

DAWN S. PARDO
CHAIRPERSON

ATTEST:

[Signature]

CARRIE E. WARD
MASTER MUNICIPAL CLERK
CITY CLERK

[Signature]

JUDY L. DAVIS
C AIR OTEM

[Signature]

BILLIE E. BROOKS
COU E ON

[Signature]

CEDRICK A. THOMAS
COUNCILPERSON

[Signature]

SHELBY L. LOWE
COUNCILPERSON

MOTIONED BY: C. THOMAS _____

SECONDED BY: J. DAVIS _____

C. THOMAS _____ AYE

D. PARDO _____ AYE

J. DAVIS _____ AYE

B. BROOKS _____ NAY

S. LOWE _____ AYE

REVIEWED AS TO LEGAL SUFFICIENCY

[Signature]
PAMALA HANNA RYAN, CITY ATTORNEY

DATE: 4/27/09

RESOLUTION NO. 40-09

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF RIVIERA BEACH, PALM BEACH COUNTY, FLORIDA, AUTHORIZING THE MAYOR AND CITY CLERK TO EXECUTE THE AGREEMENT BETWEEN PALM BEACH COUNTY TOURIST DEVELOPMENT COUNCIL AND THE CITY OF RIVIERA BEACH FOR THE BLACK ENTERTAINMENT TELEVISION (BET) SPRING BLING 2009 EVENT AND ACCEPTING FUNDS IN THE AMOUNT NOT TO EXCEED \$75,000 TO OFFSET COSTS ASSOCIATED WITH THE BET SPRING BLING 2009 EVENT ; FURTHER, DIRECTING THE FINANCE DIRECTOR TO DEPOSIT FUNDS IN THE BET SPRING BLING SPECIAL REVENUE FUND (138); AND PROVIDING AN EFFECTIVE DATE.

WHEREAS, the Black Entertainment Television (BET) Spring Bling 2009 was held on March 28th through March 29th, 2009; and

WHEREAS, Palm Beach County Tourist Development Council desires to provide funding to offset costs associated with this Event in an amount not to exceed \$75,000; and

WHEREAS, funding for the Event is being provided from the Palm Beach County Tourist Development Council Special Projects Fund; and

WHEREAS, upon execution of the Agreement by the City, the City will return the agreement and a copy of the liability and worker's compensation insurance certifications to Palm Beach County Tourist Development Council to be placed on its agenda for approval by the Tourist Development Board.

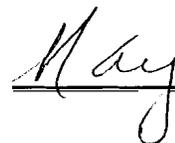
NOW, THEREFORE, BE IT RESOLVED BY THE CITY COUNCIL OF THE CITY OF RIVIERA BEACH, FLORIDA THAT:

SECTION 1: The City Council authorizes the Mayor and City Clerk to execute the Agreement between Palm Beach County Tourist Development Council and the City of Riviera Beach for the Black Entertainment Television (BET) Spring Bling 2009 and accept funds in an amount not to exceed \$75,000.

SECTION 2: The Finance Director is authorized to deposit funds in the Spring Bling 2009 Special Revenue Fund (138).

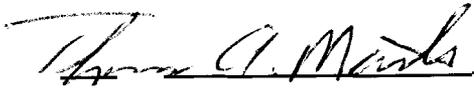
SECTION 3: This Resolution shall take effect upon its passage and approval by the City Council.

PASSED and APPROVED this 6 **TH** **day of**



2009.

APPROVED:



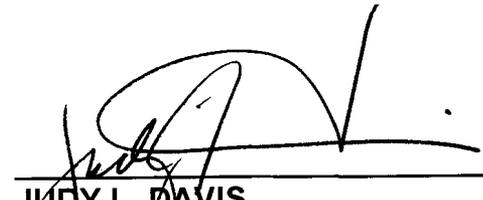


DAWN S. PARDO
CHAIRPERSON

ATTEST:



CARRIE E. WARD
MASTER MUNICIPAL CLERK
CITY CLERK



JUDY L. DAVIS
CHAIR PRO-TEM



BILLIE E. BROOKS
COUNCILPERSON



CEDRICK A. THOMAS
COUNCILPERSON



SHELBY L. LOWE
COUNCILPERSON

RESOLUTION NO. 41-09

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF RIVIERA BEACH, PALM BEACH COUNTY, FLORIDA AUTHORIZING THE MAYOR AND CITY CLERK TO EXECUTE CHANGE ORDER NUMBER TWO TO THE INTERLOCAL AGREEMENT BETWEEN PALM BEACH COUNTY AND THE CITY OF RIVIERA BEACH FOR FUNDING IN THE AMOUNT OF \$50,000.00 FOR BICENTENNIAL PARK AUSTRALIAN PINES REMOVAL PROJECT; AND PROVIDING AN EFFECTIVE DATE.

WHEREAS, the Board of County Commissioners has established and funded a Public Lands Grant Program which will assist municipalities and other public agencies with removal of invasive non-native vegetation from publicly owned lands and related educational activities; and

WHEREAS, the nine prohibited invasive non-native plant species include Air Potato, Australian Pine, Brazilian Pepper, Carrotwood, Earleaf Acacial, Kudzu, Old-world Climbing Fern, Melaleuca, and Queensland Umbrella Tree; and

WHEREAS, the City of Riviera Beach has removed the Australian Pines in Bicentennial Park and desires to replace the trees with Florida native plants; and

WHEREAS, the City is maximizing its opportunity with the Public Lands Grant Program; and

WHEREAS, the City and Palm Beach County have agreed to extend the completion date for the project to June 30, 2009 and revise certain other provisions of the Interlocal Agreement so that they are consistent with the new completion date.

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

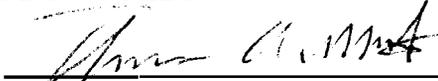
SECTION 1. That the Mayor and City Clerk are authorized to execute Change Order Number Two to the Interlocal Agreement with the Board of County Commissioners on behalf of the City of Riviera Beach.

SECTION 2. This Resolution shall take effect immediately upon its approval.

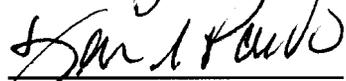
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PASSED AND ADOPTED THIS 6TH DAY OF July, 2009.

APPROVED:



THOMAS A. MASTERS
MAYOR

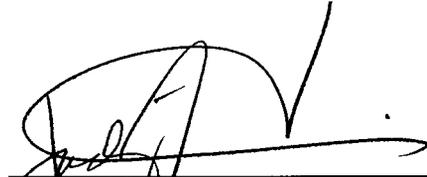


DAWN S. PARDO
CHAIRPERSON

ATTEST:



CARRIE E. WARD
MASTER MUNICIPAL CLERK
CITY CLERK



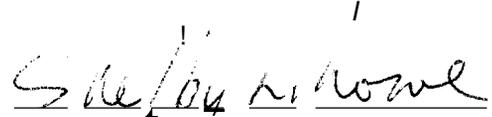
JUDY L. DAVIS
CHAIR PRO TEM



BILLIE E. BROOKS
COUNCILPERSON



CEDRICK A. THOMAS
COUNCILPERSON



SHELBY T. LOWE
COUNCILPERSON

MOTIONED BY: c. THOMAS _____

SECONDED BY: B. BROOKS _____

C. THOMAS _____ AYE _____

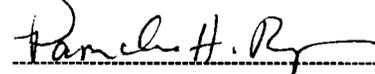
D. PARDO _____ AYE _____

J. DAVIS _____ AYE _____

B. BROOKS _____ AYE _____

S. LOWE _____ AYE _____

REVIEWED AS TO LEGAL SUFFICIENCY



PAMALA HANNA RYAN, CITY ATTORNEY

DATE: 4/28/09

**INTERLOCAL AGREEMENT
BETWEEN
PALM BEACH COUNTY AND CITY OF RIVIERA BEACH
2007 Public Lands Grant Program - City of Riviera Beach - Bicentennial Park
Bicentennial Park Australian Pines Removal
District 7**

CHANGE ORDER NO. 002

GRANTEE:

**City of Riviera Beach
600 W. Blue Heron Blvd
Riviera Beach, FL 33404**

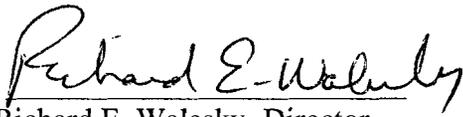
THIS AGREEMENT, entered into on the 6th day of November, 2007, is hereby revised as follows:

- Article 11, Page 6, is revised to read, in its entirety, as follows: The term of this Agreement shall be effective on the date of execution of the Agreement by both parties and shall continue in full force until June 30, 2009, unless otherwise terminated as provided herein. This Agreement may be terminated by either party upon thirty (30) days written notice by the terminating party to the other party, provided that the County will not arbitrarily or unreasonably deny funding to Grantee under the terms and conditions set forth herein.

All other terms and conditions of the Agreement shall remain unchanged.

PALM BEACH COUNTY
FOR ITS BOARD OF COUNTY
COMMISSIONERS

CITY OF RIVIERA BEACH


Richard E. Walesky, Director
Environmental Resources Management


Thomas Masters, Mayor
City of Riviera Beach

3/5/09

MAY 6. 2009
Date

RESOLUTION NO. 42-09

RESOLUTION OF THE CITY COUNCIL OF THE CITY OF RIVIERA BEACH, PALM BEACH COUNTY, FLORIDA, APPROVING THE TRANSFER OF FUNDS IN THE AMOUNT OF \$27,760 FROM GENERAL FUND CONTINGENCY 001-0203-519-0-5999 TO GENERAL ADMIN YOUTH PROGRAM 001-0203-569-0-5524 TO COVER EXPENDITURES BY THE YOUTH VIOLENCE PREVENTION PROGRAM; AUTHORIZING THE FINANCE DIRECTOR TO INITIATE THE TRANSFER AND PROVIDING FOR AN EFFECTIVE DATE.

WHEREAS, the City of Riviera Beach entered into an Interlocal Agreement with Palm Beach County regarding Youth Violence Prevention; and

WHEREAS, both the Youth Empowerment and Justice Service Center are incurring costs for program operations that are not included in the grant as eligible expenditures; and

WHEREAS, in order to cover these expenditures for the remainder of the 09 Fiscal Year a transfer of funds in the amount of \$27,760 from General Fund Contingency into General fund is required; and

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

Section 1. City Council authorizes the transfer of \$27,760 from General Fund Contingency to the General Admin Youth Program Expense Account#001-0203-569-0-5524.

Section 2. City Council authorizes the Finance Director to initiate the transfer.

Section 3. This Resolution shall take effect upon its passage.

PASSED and APPROVED this 6TH day of May, 2009.

RESOLUTION NO. 42-09
PAGE -2-

APPROVED:

[Signature]

[Signature]

DAWN S. PARDO
CHAIRPERSON

ATTEST:

[Signature]

GARRIE E. WARD
MASTER MUNICIPAL CLERK
CITY CLERK

[Signature]

JUDY L. DAVIS
CHAIR PRO TEM

[Signature]

BILLIE E. BROOKS
COUNCILPERSON

[Signature]

CEDRICK A. THOMAS
COUNCILPERSON

[Signature]

SHELBY L. LOWE
COUNCILPERSON

MOTIONED BY: C. THOMAS

SECONDED BY: B. BROOKS

C. THOMAS AYE

D. PARDO AYE

J. DAVIS AYE

B. BROOKS AYE

S. LOWE AYE

REVIEWED AS TO LEGAL SUFFICIENCY

[Signature]
PAMALA HANNA RYAN, CITY ATTORNEY

DATE: 4/29/09

RESOLUTION NO. 43-09

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF RIVIERA BEACH, PALM BEACH COUNTY, FLORIDA, APPROVING A SITE PLAN APPLICATION FROM THE BOY'S & GIRL'S CLUB OF PALM BEACH COUNTY, INC. FOR THE CONSTRUCTION OF A NEW BOY'S & GIRL'S CLUB CONSISTING OF A 23,275 SQUARE FOOT BUILDING LOCATED AT 200 13TH STREET; PROVIDING FOR AN EFFECTIVE DATE.

WHEREAS, Section 31-57 of the City of Riviera Beach Code of Ordinances establishes the requirements for Site Plan review by the City Council; and

WHEREAS, the City Council entered into a 50 year lease with the Boy's & Girl's Club of Palm Beach County, Inc. on November 5, 2008; and

WHEREAS, the Community Redevelopment Agency Board met February 25, 2009 to review the Site Plan application and found the site plan to be consistent with the redevelopment plan; and

WHEREAS, the Planning and Zoning Board met April 9, 2009 to review the Site Plan application and made a recommendation to the City Council for approval of the application; and

WHEREAS, Staff has reviewed the proposed application and recommends approval with conditions; and

WHEREAS, the City Council finds that the proposed site plan is consistent with the adopted City of Riviera Beach Comprehensive Plan and the City's Land Development Code.

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

SECTION 1. The Site Plan Application for the construction of a 23,275 square foot Boy's & Girls Club facility on 1.8 acres located at 200 13th Street is approved with the following conditions:

1. A two-year landscaping bond for 110% of the value of landscaping and irrigation shall be required before certificate of occupancy is issued
2. All future advertising must state that the property is in the City of

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PAGE 2

Riviera Beach. A fine of \$500 per day will be levied against the property lease holder for violation of this condition.

3. Construction must be initiated within 18 months of the effective date of this resolution in accordance with Section 31-60(a), of the City Code of Ordinances.

SECTION 2. This Resolution shall act as the final order which is not required to be recorded in the public records of Palm Beach County.

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

PASSED and APPROVED this 6TH day of MAY, 2009.

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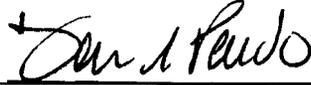
RESOLUTION NO. 43-09

PAGE 3

APPROVED:



THOMAS A. MASTERS :
MAYOR



DAWN S. PARDO
CHAIRPERSON

ATTEST:



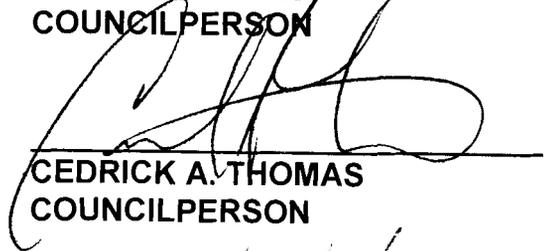
CARRIE E. WARD
MASTER MUNICIPAL CLERK
CITY CLERK



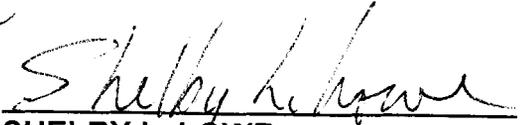
JUDY L. DAVIS
CHAIR PRO TEM



BILLIE E. BROOKS
COUNCILPERSON

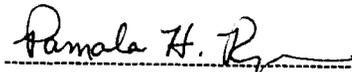


CEDRICK A. THOMAS
COUNCILPERSON



SHELBY L. LOWE
COUNCILPERSON

REVIEWED AS TO LEGAL SUFFICIENCY



PAMALA HANNA RYAN, CITY ATTORNEY

DATE: 4/24/09

RESOLUTION NO. 44-09

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF RIVIERA BEACH, PALM BEACH COUNTY, FLORIDA, AUTHORIZING THE FINANCE DIRECTOR TO APPROPRIATE THE FUND BALANCE IN THE LAW ENFORCEMENT TRUST FUND ACCOUNT NUMBER 150-0817-521-2-4801 TO FUND THE ONETIME MONETARY DONATION TO THE PUBLIC SAFETY AND CRIME PREVENTION COMMITTEE OF THE NATIONAL LEAGUE OF CITIES; AUTHORIZING THE PAYMENT OF \$1000 TO THE CITY OF WEST PALM BEACH; AND PROVIDING AN EFFECTIVE DATE.

WHEREAS, the Public Safety and Crime Prevention Committee of the National League of Cities is responsible for policy in the areas of crime prevention and related services; and

WHEREAS, the Riviera Beach Police Department in conjunction with the City of West Palm Beach is represented by a PSCP Committee that consists of 45 members; and

WHEREAS, June 4 - 6, 2009 the PSCP Committee will be attending a convention hosted by the City of West Palm Beach here in our local area; and

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

SECTION 1: The City Council authorizes the Finance Director to appropriate the fund balance from the Law Enforcement Trust Fund for this expenditure as follows:

<u>Account Number</u>	<u>Description</u>	<u>Amount</u>
150-0817-521-2-4801	LETf - Promotional	\$1,000

SECTION 2: The City Council authorizes the Mayor and Finance Director to make payment to the City of West Palm Beach in the amount of \$1000.

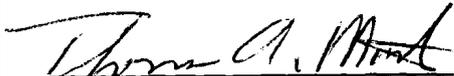
SECTION 3: This Resolution shall take effect upon its passage & approval by the City Council.

PASSED and APPROVED this 6TH day of May, 2009.

RESOLUTION NO. 44-09

PAGE 2

APPROVED:

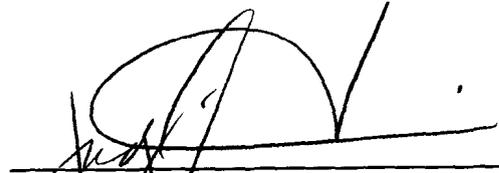

ON


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ATTEST:



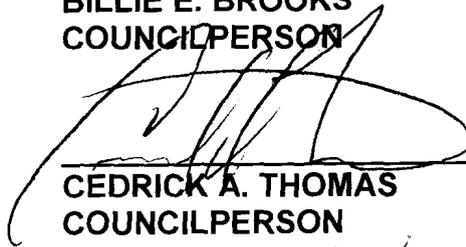
CARRIE E. WARD
MASTER MUNICIPAL CLERK
CITY CLERK



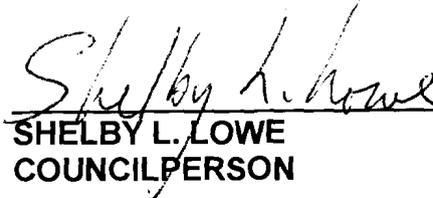
JUDY L. DAVIS
CHAIR PRO TEM



BILLIE E. BROOKS
COUNCILPERSON



CEDRICK A. THOMAS
COUNCILPERSON



SHELBY L. LOWE
COUNCILPERSON

MOTIONED BY: J. DAVIS _____

SECONDED BY: B. BROOKS _____

C. THOMAS _____ AYE

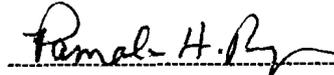
D. PARDO _____ AYE

J. DAVIS _____ AYE

B. BROOKS _____ AYE

S. LOWE _____ AYE

REVIEWED AS TO LEGAL SUFFICIENCY


PAMALA HANNA RYAN, CITY ATTORNEY

DATE: 4/27/09

RESOLUTION NO. 45-09

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF RIVIERA BEACH, PALM BEACH COUNTY, FLORIDA, AUTHORIZING THE FINANCE DIRECTOR TO APPROPRIATE FUND BALANCES FROM THE LAW ENFORCEMENT TRUST FUND NO. 150-00-399999 TO EXPENDITURE ACCOUNT NO. 150-0817-521-0-4001 TO COVER THE SPONSORSHIP OF A GROUP OF YOUTHS, A CITY BUS DRIVER, CHAPERONES, AND CITY COUNCIL PERSONS TO ATTEND THE 24TH ANNUAL NATIONAL CONFERENCE ON PREVENTING CRIME IN THE BLACK COMMUNITY; AND PROVIDING **AN EFFECTIVE DATE.** *May 20-23-09, Jacksonville, Florida, Fla.*

WHEREAS, the Weed and Seed Program made a request for funding youths and chaperones to attend the 24th National Conference on Preventing Crime in the Black Community; and

WHEREAS, the Chief of Police and the City Manager recommend that sponsorship of this program be paid from the Law Enforcement Trust Fund account, which is in accordance with federal and state laws.

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

SECTION 1: The City Council approves sponsorship of (24) twenty-four youths, (7) seven Chaperones, (1) one City bus driver, and (2) two City Council Members to attend the 24th National Conference on Preventing Crime in the Black Community.

SECTION 2: The Finance Director is authorized to appropriate fund balance from the Law Enforcement Trust Fund for this expenditure as follows:

Revenue: From		
150-00-399999	LAW ENFORCEMENT TRUST FUND	\$12,474
Revenue: To		
150-0817-521-0-4001	LAW ENFORCEMENT TRUST FUND	\$12,474

RESOLUTION NO. 45-09

PAGE 2

SECTION 3: The Finance Director is authorized to make payment for same from expenditure account number 150-0817-521-0-4001.

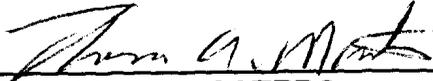
SECTION 4: This Resolution shall take effect upon its passage & approval by the City Council.

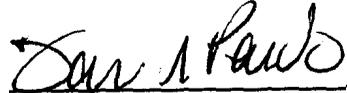
PASSED and APPROVED this 6TH day of May, 2009.

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RESOLUTION NO. 45-09
PAGE 3

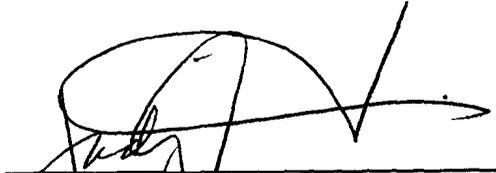
APPROVED:


THOMAS A. MASTERS
MAYOR


DAWN S. PARDO
CHAIRPERSON

ATTEST:


CARRIE E. WARD
MASTER MUNICIPAL CLERK
CITY CLERK


JUDY L. DAVIS
CHAIR PRO TEM


BILLIE E. BROOKS
COUNCILPERSON


CEDRIC . THOMAS
COUNCILPERSON


SHELBY L. LOWE
COUNCILPERSON

MOTIONED BY: Davis

SECONDED BY: Thomas

C. THOMAS Aye

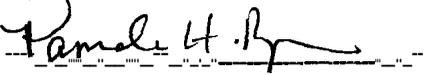
D. PARDO Aye

J. DAVIS Aye

B. BROOKS Aye

S. LOWE Aye

REVIEWED AS TO LEGAL SUFFICIENCY


PAMALA HANNA RYAN, CITY ATTORNEY

DATE: 4/23/09

RESOLUTION NO. 46-09

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF RIVIERA BEACH, PALM BEACH COUNTY, FLORIDA, APPROVING AN AGREEMENT WITH THE COMMUNITY REDEVELOPMENT AGENCY FOR THE MAINTENANCE OF VACANT COMMUNITY REDEVELOPMENT AGENCY LOTS FOR AN ESTIMATED ANNUAL TOTAL OF \$12,000.00; AUTHORIZING THE MAYOR AND CITY TO EXECUTE SAID AGREEMENT; AUTHORIZING THE FINANCE DIRECTOR TO ACCEPT PAYMENT FROM COMMUNITY REDEVELOPMENT AND DIRECT FUNDS INTO GENERAL REVENUE FUND ACCOUNT NUMBER 001-00-369903; AND PROVIDING AN EFFECTIVE DATE.

WHEREAS, the Community Redevelopment Agency needs a reliable source of maintaining its vacant lots; and

WHEREAS, the Community Redevelopment Agency has requested that the City of Riviera Beach Department of Public Works Streets Division maintain said lots; and

WHEREAS, the City of Riviera Beach Department of Public Works has the necessary equipment and manpower to perform such services; and

WHEREAS, entering into agreement with the City of Riviera Beach will provide the necessary level of service that will be satisfactory to the Community Redevelopment Agency.

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

SECTION 1. That the Mayor and City Clerk is hereby authorized to execute the agreement with the Community Redevelopment Agency. The City of Riviera Beach is authorized to bill and receive payment from the Community Redevelopment Agency for the maintenance of vacant Community Redevelopment Agency lots for an estimated annual total of \$12,000.00.

SECTION 2. The City Council authorizes the Finance Director to increase the budget as follows:

<u>Revenues</u>		
001-00-369903	CRA Lot Maintenance Fees	\$12,000.00
<u>Expenditures</u>		
001-1127-541-0-1201	Regular Salary and Wages	\$12,000.00

SECTION 3. That the Resolution take effect upon its passage and approval by City Council.

RESOLUTION NO. 46-09

PAGE: 2

PASSED and APPROVED this 6TH day of May - '2009.

APPROVED:



THOMAS A. MASTERS
MAYOR



DAWN S. PARDO
CHAIRPERSON

ATTEST:



CARRIE E. WARD
MASTER MUNICIPAL CLERK
CITY CLERK



JUDY L. DAVIS
CHAIR PRO TEM



BILLIE E. BROOKS
COUNCILPERSON



CEDRICK A. THOMAS
COUNCILPERSON



SHELBY L. LOWE

MOTIONED BY: B. BROOKS

SECONDED BY: C. THOMAS

C. THOMAS AYE

D. PARDO AYE

J. DAVIS AYE

B. BROOKS AYE

S. LOWE NAY

REVIEWED AS TO LEGAL SUFFICIENCY

PAMALA HANNA RYAN, CITY ATTORNEY

DATE:

**INTERLOCAL AGREEMENT BETWEEN THE CITY OF RIVIERA BEACH AND
THE RIVIERA BEACH COMMUNITY REDEVELOPMENT AGENCY FOR
VACANT LOT MAINTENANCE**

THIS AGREEMENT is made this 6 day of May 2009,
by and between the **CITY OF RIVIERA BEACH**, a Florida municipal corporation,
(hereinafter referred to as "CITY"), and the **RIVIERA BEACH COMMUNITY
REDEVELOPMENT AGENCY**, (hereinafter referred to as the "CRA").

WITNESSETH:

WHEREAS, there exists, in the CRA, a need for adequate maintenance of all CRA owned vacant lots; and

WHEREAS, the CITY is able to provide maintenance services to the CRA upon the terms set forth herein; and

WHEREAS, the CITY will provide services as specified in the agreement; and

WHEREAS, the CRA has agreed to the terms and conditions of the agreement.

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

1. Recitations. The recitations set forth above are hereby incorporated herein.
2. Term. Unless agreed by both parties in writing, and approved by their respective Boards, *this* Agreement shall expire at the end of the 2010 fiscal year. The Effective Date of this Agreement shall be that date on which the last party has executed this Agreement.
3. Applicability. The CRA hereby agrees to fund the necessary personnel required for the maintenance of the vacant lots through the remainder of the agreement. Funding will be used to pay for personnel, fuel costs, equipment costs, supplies, material costs, and repair parts.
4. Funding and Future Funding. Pursuant to this agreement the CRA agrees to fund the maintenance of the vacant lots. Funding will be used to pay for personnel, fuel costs, materials, equipment costs, supplies and repair costs. Payments will be made on a monthly basis commencing upon the

signing of this agreement. The parties acknowledge that while it is the CRA's intention to continue to provide funding for maintenance in the future, the CRA shall be under no obligation to provide funds thereafter and such action shall be solely discretionary with its Board on an annual basis. Thereafter, in the event the CRA approves and budgets for the program in subsequent fiscal years, payments will continue to be made on a monthly basis.

5. Services.

- a. The City shall provide basic lot mowing on CRA owned vacant lots as prescribed in the attached "lot list sheet".
- b. Lots shall be maintained (including mowing and light cleanup) once per month per lot during the slow vegetation growth months of October through February and twice per month per lot during the high growth months of March through September.
- c. No large debris (dumped items) removal is included in the agreement. In the event CRA needs large debris removed, the City shall remove such debris, at the request of CRA, and bill CRA according to that attached fee schedule (exhibit "A").

6. City Responsibilities and Functions.

- a. Mow and clean all applicable vacant lots as prescribed in the agreement.
- b. Respond to special requests of CRA for additional maintenance services including bulk debris removal and any necessary grading. Special requests shall be billed according to the attached fee schedule.

7. Payment. The CRA shall pay to the City, in exchange for the agreed upon levels of services required hereunder, the monthly sum as indicated on the payment schedule (Exhibit A), commencing on the Effective Date. It is important to note the actual amount of payment shall be determined and will reflect the actual time spent on maintenance.

8. Miscellaneous Provisions.

- a. The Agreement may be terminated by either party with thirty (30) days prior written notice. In the event that the agreement is terminated for any reason whatsoever, the City shall be entitled to payment on a prorata basis up to and including the termination date.
- b. All notices required in this Agreement shall be sent to the parties at the following addresses, by certified mail, facsimile or hand delivery:

If to Riviera Beach Community Redevelopment Agency:

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

If to City:

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

With a copy to:

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

- c. Nothing contained in this Agreement shall be construed to constitute a transfer of powers in any way whatsoever. This Agreement is solely an Agreement to provide services as authorized by Chapter 163, Florida Statutes. The City's and the CRA's governing bodies shall each retain all legislative authority with regard to their respective governing body. All of the privileges and immunities from liability, exemptions from laws, ordinances and rules, and pensions and relief, disability, worker's compensation and other benefits which apply to the activity of officers, agents or employees of any pUblc agency when performing their respective functions within the territorial limits for their respective agencies shall apply to the same degree and extent to the performance of such functions and duties of such officers, agents or employees extraterritorially under the provisions of any such Agreement.
- d. This Agreement and any dispute, disagreement, or issue of construction, declaration or interpretation arising hereunder whether relating to its execution, its validity, the obligations provided herein, performance or breach shall be governed and

interpreted according to laws of the State of Florida. Any and all action necessary to enforce the Agreement will be held in Palm Beach County, Florida. If any action, whether in law, equity or otherwise, is brought for the interpretation or enforcement of this Agreement, or because of an alleged dispute, breach, default or misrepresentation in connection with any provisions of this Agreement, the successful or prevailing party or parties shall be entitled to recover reasonable attorney's fees, court costs and all expenses (including taxes) even if not taxable as court costs (including, without limitation, all such fees, costs and expenses incident to appeals), incurred in that action or proceeding, in addition to any other relief to which such party or parties may be entitled, consistent with applicable state and federal law.

- e. No remedy herein conferred upon any party is intended to be exclusive of any other remedy, and each and every such remedy shall be cumulative and shall be in addition to every other remedy given hereunder or now or hereafter existing at law or in equity or by statute or otherwise. No single or partial exercise by any party of any right, power, or remedy hereunder shall preclude any other or further exercise thereof.
- f. To the extent permitted by law, the City shall indemnify and hold CRA harmless for any liability or causes of action for damages which may arise from the negligent acts or omissions of Riviera Beach employees in the performance of THIS Agreement, likewise, to the extent permitted by law, CRA shall indemnify and hold the City harmless for any liability or causes of action for damages which may arise from the negligent acts or omissions of the CRA employees in the performance of this Agreement, while assisting Riviera Beach Public Works Personnel. Nothing in this provision shall be construed as consent by the City or by CRA to be sued, nor as a waiver of sovereign immunity beyond the limits provided for in Section 768.28, Florida Statutes.
- g. Should any provision of this Agreement be declared invalid by a court of competent jurisdiction, same shall be deemed stricken here from and all other terms and conditions of this Agreement shall continue in full force and effect as if such invalid provision had never been made a part thereof.
- h. No delay by either party in enforcing any covenant or right hereunder shall be deemed a waiver of such covenant or right, and no waiver of any particular provision hereof shall be deemed a waiver of any other provision or a continuing waiver of such particular provision, and except as so expressly waived, all provisions hereof shall continue in full force and effect.
- i. This Agreement constitutes the entire understanding of the parties with respect to the provision of Public Works personnel and equipment. It may not be modified, nor any of its provisions waived

unless such modification and/or waiver is in writing and is agreed to and signed by both parties.

9. Agreement to be Recorded. This Inter-local Agreement shall be filed pursuant to the requirements of Section 163.01 (11) of the Florida Statutes.
10. Modifications. No prior or present agreements or representations with regard to any subject matter contained within the Agreement shall be binding in any party unless included expressly in this Agreement. Any modification to this Agreement shall be in writing and executed by the parties.
11. Severability. The validity of any portion, article, paragraph, provision, clause, or any portion thereof of this Agreement shall have no force and effect upon the validity of any other part of portion hereof.
12. Governing Law. This agreement shall be governed by and in accordance with the Laws of Florida. The venue for any action arising from this Agreement shall be in Palm Beach County, Florida.
13. Assignment. Neither the CITY nor the CRA shall assign or transfer any rights or interest in this Agreement.
14. Effective Date. This Agreement shall not be valid until signed by the Mayor and the City Clerk, and shall be effective through the end of the 2010 fiscal year, and thereafter on an annual basis, unless otherwise mutually terminated or amended.

EXHIBIT "A"

FEE SCHEDULE

Personnel	\$80.001hr
Pickup Truck*	\$55.001hr
Bush Hog*	\$86.001hr
Front End Loader w/ Operator**	\$125.001hr
Dump Truck w/ Driver*	\$100.001hr
Dumping Fees**	Based on Actual Cost

* Necessary for general maintenance and mowing

** Necessary for bulk debris removal (if requested)

RESOLUTION NO. 47-08 A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF RIVIERA BEACH, PALM BEACH COUNTY, FLORIDA, AUTHORIZING THE MAYOR AND CITY CLERK TO EXECUTE AN AGREEMENT WITH HE GORDIAN GROUP INC. OF HOLLYWOOD FLORIDA, FOR SCOPE DEVELOPMENT AND CONSTRUCTION ESTIMATING SERVICES; AND FOR LICENSING FEES FOR USE OF THEIR PROPRIETARY JOB ORDER CONTRACTING (JOC) DATABASE FOR SELECTED PROPERTY MAINTENANCE AND CAPITAL CONSTRUCTION PROJECTS BY PIGGYBACKING TERMS, CONDITIONS AND RATES FROM PALM BEACH COUNTY CONTRACT NO. R2005 1489; AND PROVIDING AN EFFECTIVE DATE.

ITEM DELETED MAY 6, 2009

RESOLUTION NO. 48-09

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF RIVIERA BEACH, PALM BEACH COUNTY, FLORIDA, AWARDING THE CONTRACT FOR PROFESSIONAL AUDIT SERVICES TO HARVEY, COVINGTON, & THOMAS, LLC FOR AN AMOUNT NOT TO EXCEED \$480,900 FOR FISCAL YEARS 2008-2013 AND AUTHORIZING THE MAYOR AND CITY CLERK TO EXECUTE SAME; AND PROVIDING AN EFFECTIVE DATE.

WHEREAS, the City of Riviera Beach is required by State law to have an audit conducted on an annual basis by an independent certified public accountant; and

WHEREAS, the City issued Request for Proposal Number 221-09 for these auditing services; and

WHEREAS, proposals were received from five accounting firms and subsequently reviewed by an Audit Committee to select the most qualified company to conduct the audit; and

WHEREAS, Harvey, Covington, & Thomas, LLC was selected to perform the annual audit through September 30, 2013, and the committee recommends that the City Council select Harvey, Covington, Thomas, LLC.

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

SECTION 1. The City Council awards the contract for professional audit services to Harvey, Covington, & Thomas, LLC to perform the annual audit for an amount not to exceed \$480,900 for fiscal years 2008 - 2013.

SECTION 2. That the Mayor and City Clerk are authorized to execute the contract.

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

PASSED and APPROVED this 6th day of May, 2009.

RESOLUTION NO. 48-09
PAGE 2

APPROVED:

Thomas A. Pardo

Dawn S. Pardo

DAWN S. PARDO
CHAIRPERSON

ATTEST:

Carrie E. Ward

CARRIE E. WARD
MASTER MUNICIPAL CLERK
CITY CLERK

Judy L. Davis

JUDY L. DAVIS
CHAIR PRO TEM

Billie E. Brooks

BILLIE E. BROOKS
COUNCILPERSON

Cedrick A. Thomas

CEDRICK A. THOMAS
COUNCILPERSON

Shelby L. Lowe

SHELBY L. LOWE
COUNCILPERSON

MOTIONED BY: C. Thomas

SECONDED BY: J. Davis

C. THOMAS aye

D. PARDO aye

J. DAVIS aye

B. BROOKS aye

S. LOWE aye

REV WED AS TO LEGAL SUFFICIENCY

Pamala H. Ryan

PAMALA HANNA RYAN, CITY ATTORNEY

DATE: 4/29/09

**CITY OF RIVIERA BEACH
CONTRACT FOR CONSULTING PROFESSIONAL SERVICES**

This Contract is made as of this sixth day of May, 2009, by and between the City of Riviera Beach, Palm Beach County, Florida a Political Subdivision of the State of Florida, by and through its City Council, hereinafter referred to as the CITY, and Harvey, Covington & Thomas, LLC. a limited liability corporation authorized to do business in the State of Florida, hereinafter referred to as the CONSULTANT, whose Federal I.D. number is 65-0984330.

In consideration of the mutual promises contained herein, the CITY and the CONSULTANT agree as follows:

ARTICLE 1 - SERVICES

The CONSULTANT'S responsibility under this Contract is to provide professional consultation services in the area of Auditing Services, as more specifically set forth in the Scope of Work detailed in Exhibit "A", attached hereto and made part hereof.

The CITY'S representative/liaison during the performance of this Contract shall be Jeffrey Williams, Finance Director, telephone number 561-845-4040.

ARTICLE 2 - SCHEDULE

The CONSULTANT shall commence services on May 7, 2009 and complete all services by April 2014.

Audit Report and schedule of deadlines and distribution as set forth in Exhibit "B".

ARTICLE 3 - PAYMENTS TO CONSULTANT

- A. Generally - The CITY agrees to compensate the CONSULTANT in accordance with the fee proposal set forth in Exhibit "C" attached hereto and incorporated by reference herein. The total and cumulative amount of this Contract shall not exceed the amount of funds annually budgeted for these services. The CITY shall not reimburse the CONSULTANT for any travel costs incurred as a direct result of the CONSULTANT providing deliverables to the CITY in pursuance of the scope of work contained in Exhibit "A", without specific, prior approval of the City.

- B. Invoices received from the CONSULTANT pursuant to this Contract will be reviewed and approved by the CITY'S representative, indicating that services

have been rendered in conformity with the Contract and then will be sent to the Finance Department for payment. Invoices will normally be paid within thirty (30) days following the CITY representative's approval, subject to a 10% retainage held annually for performance guarantees as described in Article 17 of this contract. Bonus or retainage, net of any applicable penalty shall be paid after delivery of the CAFR with audit opinion on an annual basis, as above.

- C. Final Invoice: In order for both parties herein to close their books and records, the CONSULTANT will clearly state "final invoice" on the CONSULTANT'S final/last billing to the CITY. This certifies that all services have been properly performed and all charges and costs have been invoiced to the CITY of Riviera Beach. Since this account will thereupon be closed, any and other further charges, if not properly included in this final invoice, are waived by the CONSULTANT and the CITY shall have no obligations for any other costs or expenses thereafter.

ARTICLE 4 - TRUTH-IN NEGOTIATION CERTIFICATE

Signature of this Contract by the CONSULTANT shall also act as the execution of a truth-in-negotiation certificate certifying that the wage rates, over-head charges, and other costs used to determine the compensation provided for in this Contract are accurate, complete and current as of the date of the Contract and no higher than those charged to the CONSULTANT'S most favored customer for the same or substantially similar service.

The said rates and costs shall be adjusted to exclude any significant sums should the CITY determine that the rates and costs were increased due to inaccurate, incomplete or noncurrent wage rates or due to inaccurate representations of fees paid to outside consultants. The CITY shall exercise its right under this Article 4 within three (3) years following final payment.

ARTICLE 5 - TERMINATION

This Contract may be cancelled by the CONSULTANT upon thirty (30) days prior written notice to the CITY'S representative in the event of substantial failure by the CITY to perform in accordance with the terms of this Contract through no fault of the CONSULTANT; provided the CITY fails to cure same within that thirty (30) day period. It may also be terminated, in whole or in part, by the CITY, with or without cause, immediately upon written notice to the CONSULTANT. Unless the CONSULTANT is in breach of this Contract, the CONSULTANT shall be paid for services rendered to the CITY'S satisfaction through the date of termination. After receipt of a Termination Notice and except as otherwise directed by the CITY the CONSULTANT shall:

- A. Stop work on the date and to the extent specified.
- B. Terminate and settle all orders and subcontracts relating to the performance of the terminated work.
- C. Transfer all work in progress, completed work, and other materials related to the terminated work to the CITY.
- D. Continue and complete all parts of the work that have not been terminated.

ARTICLE 6 - PERSONNEL

The CONSULTANT represents that it has, or will secure at its own expense, all necessary personnel required to perform the services under this Contract. Such personnel shall not be employees of or have any contractual relationship with the CITY.

All of the services required hereunder shall be performed by the CONSULTANT or under its supervision, and all personnel engaged in performing the services shall be fully qualified and, if required, authorized or permitted under state and local law to perform such services.

Any changes or substitutions in the CONSULTANT'S key personnel, as may be listed in the response to the City's RFP, must be made known to the CITY'S representative and written approval must be granted by the CITY'S representative before said changes or substitution can become effective.

The CONSULTANT warrants that all services shall be performed by skilled and competent personnel in accordance with the applicable standard of care in the field for which CONSULTANT is consulting with the CITY.

The CONSULTANT agrees that it is fully responsible to the CITY for the negligent acts and omissions of subcontractors and of persons either directly or indirectly employed by the CONSULTANT. Nothing contained herein shall create any contractual relationship between any subcontractor and the CITY.

All of the CONSULTANT'S personnel (and all Subcontractors) while on CITY premises, will comply with all CITY requirements governing conduct, safety, and security.

ARTICLE 7 - SUBCONTRACTING

The CITY reserves the right to accept the use of a subcontractor or to reject the selection of a particular subcontractor and to inspect all facilities of any subcontractor in order to make a determination as to the capability of the subcontractor to perform properly under

this Contract. The CONSULTANT is encouraged to seek minority and women business enterprises for participation in subcontracting opportunities.

The CONSULTANT shall be responsible for the performance of all subcontractors.

ARTICLE 8 - MIWBE PARTICIPATION - Intentionally Left Blank

ARTICLE 9 - FEDERAL AND STATE TAX

The CITY is exempt from payment of Florida State Sales and Use Tax. The CITY will sign an exemption certificate submitted by the CONSULTANT. The CONSULTANT shall not be exempted from paying sales tax to its suppliers for materials used to fill contractual obligations with the CITY, nor is the CONSULTANT authorized to use the CITY'S Tax Exemption Number in securing such materials.

The CONSULTANT shall be responsible for payment of its own and its share of its employees' payroll, payroll taxes, and benefits with respect to this Contract.

ARTICLE 10 - AVAILABILITY OF FUNDS

The CITY'S performance and obligation to pay under this Contract is contingent upon an annual appropriation for its purpose by the CITY OF RIVIERA BEACH CITY COUNCIL.

ARTICLE 11 - INSURANCE

- A. Prior to execution of this Contract by the CITY, the CONSULTANT shall provide certificates evidencing insurance coverage as required hereunder. All insurance policies shall be issued by companies authorized to do business under the laws of the State of Florida. The Certificates shall clearly indicate that the CONSULTANT has obtained insurance of the type, amount, and classification as required for strict compliance with the ARTICLE and that no material change or cancellation of the insurance shall be effective without thirty (30) days prior written notice to the CITY'S representative. Compliance with the foregoing requirements shall not relieve the CONSULTANT of its liability and obligations under this Contract.
- B. The CONSULTANT shall maintain during the term of this Contract, standard Professional Liability Insurance in the minimum amount of \$1,000,000.00 per occurrence.
- C. The CONSULTANT shall maintain, during the life of this Contract, commercial general liability, including contractual liability insurance in the amount of

\$500,000.00 per occurrence to protect the CONSULTANT from claims for damages for bodily and personal injury, including wrongful death, as well as from claims of property damages which may arise from any operations under this Contract, whether such operations be by the CONSULTANT or by anyone directly or indirectly employed by or contracting with the CONSULTANT.

D. INTENTIONALLY LEFT BLANK

E. The parties to this Contract shall carry Workers' Compensation Insurance and Employer's Liability Insurance for all employees as required by Florida Statutes. In the event that a party does not carry Workers' Compensation Insurance and chooses not to obtain same, then such party shall, in accordance with Section 440.05, Florida Statutes, apply for and obtain an exemption authorized by the Department of Insurance and shall provide a copy of such exemption to the CITY.

F. All insurance, other than Professional Liability and Workers' Compensation, to be maintained by the CONSULTANT shall specifically include the CITY as an "Additional Insured".

ARTICLE 12 - INDEMNIFICATION

To the extent allowed by section 725.08, Florida Statutes, the CONSULTANT shall indemnify and hold harmless the CITY, its agents, officers, and employees from and against any and all claims, liabilities, losses, costs, and/or causes of action which may arise from any negligent act, recklessness, or intentional wrongful conduct of the CONSULTANT, its agents, officers, or employees in the performance of services under this Contract.

The CONSULTANT further agrees to indemnify and hold harmless the CITY, its agents, officers, and employees from and against any claim, demand or cause of action of whatsoever kind or nature arising out of any conduct or misconduct of the CONSULTANT not included in the paragraph above and for which the CITY, its agents, officers or employees are alleged to be liable.

The CONSULTANT shall pay all claims, losses, liens, fines, settlements or judgments of any nature whatsoever in connection with the foregoing indemnifications including, but not limited to, all costs, expert witness fees, reasonable attorney's fees, and court and/or arbitration costs. These indemnifications shall survive the term of this Contract or any renewal thereof.

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

ARTICLE 13 - SUCCESSORS AND ASSIGNS

The CITY and the CONSULTANT each binds itself and its partners, successors, executors, administrators, and assigns to the other party of this Contract and to the partners, successors, executors, administrators and assigns of such other party, in respect to all covenants of this Contract. Except as above, neither the CITY nor the CONSULTANT shall assign, sublet, convey or transfer its interest in this Contract without the written consent of the other. Nothing herein shall be construed as creating any personal liability on the part of any officer or agent of the CITY and the Consultant which may be a party hereto, nor shall it be construed as giving any rights or benefits hereunder to anyone other than the CITY and the CONSULTANT.

ARTICLE 14 - VENUE

This Contract and any dispute, disagreement, or issue of construction or interpretation arising hereunder whether relating to its execution, its validity, the obligations provided therein, performance or breach shall be governed and interpreted according to laws of the State of Florida. Venue for any and all legal action necessary to enforce the Contract will be held in Palm Beach County, Florida.

ARTICLE 15 - REMEDIES

No remedy herein conferred upon any party is intended to be exclusive of any other remedy, and each and every such remedy shall be cumulative and shall be in addition to every other remedy given hereunder or now or hereafter existing at law or in equity or by statute or otherwise. No single or partial exercise by any party of any right, power, or remedy hereunder shall preclude any other or further exercise thereof.

ARTICLE 16 - CONFLICT OF INTEREST

The CONSULTANT represents that it presently has no interest and shall acquire no interest, either direct or indirect, which would conflict in any manner with the performance or services required hereunder, as provided for in Florida Statutes, Section 112.311. The CONSULTANT further represents that no person having any such conflicting interest shall be employed for said performance.

The CONSULTANT shall promptly notify the CITY'S representative, in writing, by certified mail, of all potential conflicts of interest for any prospective business association, interest or other circumstance which may influence or appear to influence the CONSULTANT'S judgment or quality of services being provided hereunder. Such written notification shall identify the prospective business association, interest or circumstance, the nature of work that the CONSULTANT may undertake and request an opinion of the CITY as to whether the association, interest or circumstance would, in the opinion of the CITY, constitute a conflict of interest if entered into by the

CONSULTANT. The CITY agrees to notify the CONSULTANT of its opinion by certified mail within thirty (30) days of receipt of notification by the CONSULTANT. If, in the opinion of the CITY, the prospective business association, interest or circumstance would not constitute a conflict of interest by the CONSULTANT, the CITY shall so state in the notification and the CONSULTANT shall, at its option, enter into said association, interest or circumstance and it shall be deemed not in conflict of interest with respect to services provided to the CITY by the CONSULTANT under the terms of this Contract.

Further, please be advised, in accordance with section 112.313, Florida Statutes, and pertinent Opinions of the Florida Commission on Ethics, that if you are a member of a city board, including an advisory board, you may be ineligible to enter into a contract/agreement with the City. If you are a member of a city board, including an advisory board, prior to executing this contract, please contact the Florida Commission on Ethics at (850) 488-7864 to secure an informal advisory opinion regarding your eligibility to enter into this contract/agreement.

ARTICLE 17 - DELAYS AND EXTENSION OF TIME

The CONSULTANT shall not be considered in default by reason of any failure in performance if such failure arises out of causes reasonably beyond the control of the CONSULTANT or its subcontractors and without their fault or negligence. Such causes include, but are not limited to: acts of God; natural or public health emergencies; labor disputes; freight embargoes; and abnormally severe and unusual weather conditions.

Upon the CONSULTANT'S request, the CITY shall consider the facts and extent of any failure to perform the work and, if the CONSULTANT'S failure to perform was without it or its subcontractors fault or negligence the Contract Schedule and/or any other affected provision of this Contract shall be revised accordingly; subject to the CITY'S rights to change, terminate, or stop any or all of the work at any time.

If the CONSULTANT is delayed at any time in the process of the work by any act or neglect of the CITY or its employees, or by any other consultant employed by the CITY, or by changes ordered by the CITY or in an unusual delay in transportation, unavoidable casualties, or any causes beyond the CONSULTANT'S control, or by delay authorized by the CITY pending negotiation or by any cause which the CITY shall decide justifies the delay, then the time of completion shall be extended for any reasonable time the CITY may decide. No extension shall be made for delay occurring more than seven (7) days before claim therefore is made in writing to the CITY. In the case of continuing cause of delay, only one (1) claim is necessary.

ARTICLE 18 - INDEBTEDNESS

The CONSULTANT shall not pledge the CITY'S credit or make it a guarantor of payment or surety for any contract, debt, obligation, judgment, lien, or any form of indebtedness. The CONSULTANT further warrants and represents that it has no obligation or indebtedness that would impair its ability to fulfill the terms of this Contract.

ARTICLE 19 - DISCLOSURE AND OWNERSHIP OF DOCUMENTS

The CONSULTANT shall deliver to the CITY'S representative for approval and acceptance, and before being eligible for final payment of any amounts due, all documents and materials prepared by and for the CITY under this Contract.

All written and oral information not in the public domain or not previously known, and all information and data obtained, developed, or supplied by the CITY or at its expense will be kept confidential by the CONSULTANT and will not be disclosed to any other party, directly or indirectly, without the CITY'S prior written consent unless required by a lawful order. All drawings, maps, sketches, programs, data base, reports and other data developed, or purchased, under this Contract for or at the CITY'S expense shall be and remain the CITY'S property and may be reproduced and reused at the discretion of the CITY.

The CITY and the CONSULTANT shall comply with the provisions of Chapter 119, Florida Statutes (Public Records Law).

All covenants, agreements, representations and warranties made herein, or otherwise made in writing by any party pursuant hereto, including but not limited to any representations made herein relating to disclosure or ownership of documents, shall survive the execution and delivery of this Contract and the consummation of the transactions contemplated hereby.

ARTICLE 20 - INDEPENDENT CONTRACTOR RELATIONSHIP

The CONSULTANT is, and shall be, in the performance of all work services and activities under this Contract, an Independent Contractor, and not an employee, agent, or servant of the CITY. All persons engaged in any of the work or services performed pursuant to this Contract shall at all times, and in all places, be subject to the CONSULTANT'S sole direction, supervision, and control. The CONSULTANT shall exercise control over the means and manner in which it and its employees perform the work, and in all respects the CONSULTANT'S relationship and the relationship of its employees to the CITY shall be that of an Independent Contractor and not as employees or agents of the CITY.

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

ARTICLE 21 - CONTINGENT FEES

The CONSULTANT warrants that it has not employed or retained any company or person, other than a bona fide employee working solely for the CONSULTANT to solicit or secure this Contract and that it has not paid or agreed to pay any person, company, corporation, individual, or firm, other than a bona fide employee working solely for the CONSULTANT, any fee, commission, percentage, gift, or any other consideration contingent upon or resulting from the award or making of this Contract.

ARTICLE 22 - ACCESS AND AUDITS

The CONSULTANT shall maintain adequate records to justify all charges, expenses, and costs incurred in estimating and performing the work for at least three (3) years after completion of this Contract. The CITY shall have access to such books, records, and documents as required in this section for the purpose of inspection or audit during normal business hours, at the CONSULTANT'S place of business.

ARTICLE 23 - NONDISCRIMINATION

The CONSULTANT warrants and represents that all of its employees are treated equally during employment without regard to race, color, religion, disability, sex, age, national origin, ancestry, political affiliation, marital status, handicap, or sexual orientation. Further, CONSULTANT shall not discriminate or permit discrimination against any employee or an applicant for employment on the basis of race, color, sex, religion, political affiliation, natural origin, ancestry, marital status, sexual orientation or handicap.

ARTICLE 24 - ENFORCEMENT COSTS

If any legal action or other proceeding, including but not limited to arbitration and/or mediation, is brought for any dispute, disagreement, or issue of construction, declaration or interpretation arising hereunder whether relating to the Contract's execution, validity, the obligations provided therein, or performance of this Contract, or because of an alleged breach, default or misrepresentation in connection with any provisions of this Contract, the successful or prevailing party or parties shall be entitled to recover reasonable attorney's fees, court costs and all expenses (including taxes) even if not taxable as court costs (including, without limitation, all such fees, costs and expenses incident to appeals), incurred in that action or proceeding, in addition to any other relief to which such party or parties may be entitled.

ARTICLE 25 - AUTHORITY TO PRACTICE

The CONSULTANT hereby represents and warrants that it has and will continue to maintain all licenses and approvals required to conduct its business, and that it will at aU times conduct its business activities in a reputable manner. Proof of such licenses and approvals shall be submitted to the CITY'S representative upon request.

The CONSULTANT shall be solely responsible for obtaining and complying with all necessary permits, licenses, approvals and authorizations required for any work done pursuant to this Contract from any federal, state, regional, county or city agency.

ARTICLE 26 - SEVERABILITY

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

ARTICLE 27 - PUBLIC ENTITY CRIMES

As provided in F.S. 287.132-133 by entering into this Contract or performing any work in furtherance hereof, the CONSULTANT certifies that it, its affiliates, suppliers, subcontractors and consultants who will perform hereunder, have not been placed on the convicted vendor list maintained by the State of Florida Department of Management Services within the thirty-six (36) months immediately preceding the date hereof. This notice is required by F.S. 287.133(3)(a).

ARTICLE 28 - MODIFICATIONS OF WORK

The CITY reserves the right to make changes in the Scope of Work, including alterations, reductions therein or additions thereto. Upon receipt by the CONSULTANT of the CITY'S notification of a contemplated change, the CONSULTANT shall, in writing: (1) provide a detailed estimate for the increase or decrease in cost due to the contemplated change, (2) notify the CITY of any estimated change in the completion date, and (3) advise the CITY if the contemplated change shall affect the CONSULTANT'S ability to meet the completion dates or schedules of this Contract.

If the CITY so instructs in writing, the CONSULTANT shall suspend work on that portion of the Scope of Work affected by the contemplated change, pending the CITY'S decision to proceed with the change.

If the CITY elects to make the change, the CITY shall initiate a Contract Amendment and the CONSULTANT shall not commence work on any such change until such written amendment is signed by the CONSULTANT and approved and executed by the CITY COUNCIL FOR THE CITY OF RIVIERA BEACH or its designated representative.

ARTICLE 29 - NOTICE

All notices required in this Contract shall be sent by certified mail, return receipt requested, and if sent to the CITY shall be mailed to:

Jeffrey Williams, Finance Director
City of Riviera Beach
600 West Blue Heron Blvd.
Riviera Beach, Florida 33404

and if sent to the CONSULTANT shall be mailed to:

Roderick Harvey, CPA, CVA
Harvey, Covington, & Thomas of South Florida, LLC
3816 Hollywood Blvd. *SUITE 203*
Hollywood, Florida 33021

ARTICLE 30 - ENTIRETY OF CONTRACTUAL AGREEMENT

The CITY and the CONSULTANT agree that this Contract and any attachments hereto or other documents as referenced in the Contract sets forth the entire agreement between the parties, and that there are no promises or understandings other than those stated herein. None of the provisions, terms and conditions contained in this Contract may be added to, modified, superseded or otherwise altered, except by written instrument executed by the parties hereto in accordance with Article 28- Modifications of Work.

ARTICLE 31 - PROTECTION OF WORK AND PROPERTY

The CONSULTANT shall continuously maintain adequate protection of all work from damage, and shall protect the CITY'S property from injury or loss arising in connection with the Contract. Except for any such damage, injury, or loss, except that which may be directly due to errors caused by the CITY or employees of the CITY, the CONTRACTOR shall provide any necessary materials to maintain such protection.

Until acceptance of the work by the CITY, the CITY'S property shall be under the charge and care of the CONSULTANT and the CONSULTANT shall take every necessary precaution against injury or damage to the work by the action of elements or from any other cause whatsoever, and the CONSULTANT shall repair, restore and make good,

without additional cost or expense to the CITY the work occasioned by any of the above causes before its completion and acceptance.

ARTICLE 32 - TIME

Time is of the essence in all respects under this Contract.

ARTICLE 33 - TERMINOLOGY AND CAPTIONS

All pronouns, singular, plural, masculine, feminine or neuter, shall mean and include the person, entity, firm or corporation to which they relate as the context may require. Wherever the context may require, the singular shall mean and include the plural and the plural shall mean and include the singular. The term "Contract" as used herein, as well as the terms "herein", "hereof", "hereunder", "hereinafter" and the like mean this Contract in its entirety and all exhibits, amendments and addenda attached hereto and made a part hereof. The captions and paragraph headings are for reference and convenience only and do not enter into or become a part of the context of this Contract, nor shall such headings affect the meaning or interpretation of this Contract.

ARTICLE 34 - WAIVER

Failure of the CITY to enforce or exercise any right(s) under this Contract shall not be deemed a waiver of CITY'S right to enforce or exercise said right(s) at any time thereafter.

ARTICLE 35 - PREPARATION

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

ARTICLE 36 - MATERIALITY

All provisions of the Contract shall be deemed material, in the event CONSULTANT fails to comply with any of the provisions contained in this Contract or exhibits, amendments and addenda attached hereto, said failure shall be deemed a material breach of this Contract and CITY may at its option and without notice terminate this Contract.

ARTICLE 37 - REPRESENTATIONS/BINDING AUTHORITY

CONSULTANT has full power, authority and legal right to execute and deliver this Contract and perform all of its obligations under this Contract. By signing this Contract, Roderick Harvey, CPA, CVA of Harvey, Covington, & Thomas of South Florida, LLC hereby represents to the CITY that he/she has the authority and full legal power to execute this Contract and any and all documents necessary to effectuate and implement

the terms of this Contract on behalf of the party for whom he or she is signing and to bind and obligate such party with respect to all provisions contained in this Contract.

ARTICLE 38 - EXHIBITS

Each exhibit referred to in this Contract forms an essential part of this Contract. The exhibits, if not physically attached, should be treated as part of this Contract and are incorporated herein by reference.

ARTICLE 39 - CONTRACT DOCUMENTS AND CONTROLLING PROVISIONS

This Contract consists of the RFP, this contract and it's exhibits. The CONSULTANT agrees to be bound by all the terms and conditions set forth in this Contract and Exhibits A, B, & C. To the extent that there exists a conflict between this Contract and the RFP the terms, conditions, covenants, and/or provisions of this Contract shall prevail. Wherever possible, the provisions of such documents shall be construed in such a manner as to avoid conflicts between provisions of the various documents.

ARTICLE 40 - LEGAL EFFECT

This Contract shall not become binding and effective until approved by the CITY COUNCIL OF THE CITY OF RIVIERA BEACH or its designated representative.

ARTICLE 41 - NOTICE OF COMPLAINTS OR SUITS

Each party will promptly notify the other of any complaint, claim, suit or cause of action threatened or commenced against it which arises out of or relates, in any manner, to the performance of this Contract. Each party agrees to cooperate with the other in any investigation either may conduct, the defense of any claim or suit in which either party is named, and shall do nothing to impair or invalidate any applicable insurance coverage.

ARTICLE 42 - SURVIVABILITY

Any provision of this Contract which is of a continuing nature or imposes an obligation which extends beyond the term of this Contract shall survive its expiration or earlier termination.

ARTICLE 43-DEFAULT

Notwithstanding anything contained in this Contract to the contrary, the parties agree that the occurrence of any of the following shall be deemed a material event of default and shall be grounds for termination:

- a. Failure to complete Comprehensive Annual Financial Statements in a timely manner.
- b. Intentionally Left Blank
- c. The filing of a petition by or against the CONSULTANT for relief under the Bankruptcy Code, or for its reorganization or for the appointment of a receiver or trustee of the CONSULTANT or the CONSULTANT'S property; or an assignment by the CONSULTANT for the benefit of creditors; or the taking possession of the property of the CONSULTANT by any governmental officer or agency pursuant to statutory authority for the dissolution or liquidation of the CONSULTANT; or if a temporary or permanent receiver or trustee shall be appointed for the CONSULTANT or for the CONSULTANT'S property and such temporary or permanent receiver or Trustee shall not be discharged within thirty (30) days from the date of appointment.

The CONSULTANT shall provide written notice to the CITY of the occurrence of any event of default within ten (10) days of the CONSULTANT'S receipt of notice of any such default.

ARTICLE 44 - WAIVER OF SUBROGATION

The CONSULTANT hereby waives any and all rights to Subrogation against the CITY, its officers, employees and agents for each required policy. When required by the insurer, or should a policy condition not permit an insured to enter into a pre-loss agreement to waive subrogation without an endorsement, then the CONSULTANT shall agree to notify the insurer and request the policy be endorsed with a Waiver of Transfer of Rights of Recovery Against Others, or its equivalent. This Waiver of Subrogation requirement shall not apply to any policy, which a condition to the policy specifically prohibits such an endorsement, or voids coverage should the CONSULTANT enter into such an agreement on a pre-loss basis.

ARTICLE 45 - RIGHT TO REVIEW

The CITY, by and through its Risk Management Department, in cooperation with the contracting/monitoring department, reserves the right to review, reject or accept any required policies of insurance, including limits, coverages, or endorsements, therein from time to time throughout the term of this Contract. The CITY reserves the right, but not the obligation, to review and reject any insurer providing coverage because of poor financial condition or failure to operate legally.

CONTRACT WITH THE CITY OF RIVIERA BEACH

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

CITY OF RIVIERA BEACH

BY: 
THOMAS A. MASTERS
MAYOR

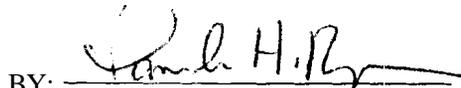
CONSULTANT:

BY: 
RODERICK HARVEY
PARTNER

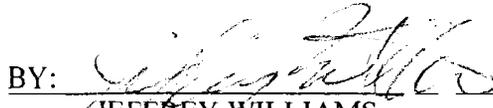
ATTEST:

BY: 
CARRIE E. WARD, MMC,
CITY CLERK

APPROVED AS TO FORM AND
LEGAL SUFFICIENCY

BY: 
PAMALA H. RYAN
CITY ATTORNEY

APPROVED AS TO TERMS AND
CONDITIONS

BY: 
JEFFREY WILLIAMS
FINANCE DIRECTOR

DATE: 5/6/09

"Exhibit A"

SCOPE OF WORK

A. Financial Statements

The examination will be a financial and compliance audit in order to express an opinion on the fair presentation of the City's basic financial statements in conformity with generally accepted accounting principles. The auditor is not required to audit Management's Discussion and Analysis, other Required Supplementary Information (Budgetary Comparison Schedules, Condition Rating of Street System, Schedule of Funding Progress and the Statistical section of the report. The scope of work will include:

1. An opinion is to be expressed on the combined and individual fund statements in relation to the basic financial statements.
2. The preparation of a Management Letter with appropriate suggestions for improvement of accounting procedures and internal controls for the City Council's consideration.
3. Notes to Financial Statements.

B. Reports to be Issued

Following the completion of the audit of the fiscal year's financial statements, the auditor shall issue:

1. A report on the fair presentation of the financial statements in conformity with generally accepted accounting principles.
2. A report on the internal control structure based on the auditor's understanding of the control structure and assessment of control risk.
3. A report on compliance with applicable laws and regulations.
4. A Management Letter detailing deficiencies discovered during the course of the audit, with appropriate suggestions for material improvements of accounting procedures and internal controls for the City Council's consideration.
5. Schedules of federal and state financial assistance and related reports on the administering of federal and state financial assistance programs, if applicable.

In the required report on internal controls, the auditor shall communicate any significant deficiencies during the audit. A significant deficiencies shall be defined as a significant deficiency in the design or operation of the internal

control structure, which could adversely affect the organization's ability to record, process, summarize and report financial data consistent with the assertions of management in the financial statements. Reportable conditions that are also material weaknesses shall be identified as such in the report.

Non-reportable conditions discovered by the auditors shall be reported in a separate letter to management, which shall be referred to in the report on internal controls. The report on compliance shall include all material instances of noncompliance. All non-material instances of noncompliance shall be reported in a separate Management Letter, which shall be referred to in the report on compliance.

C. Irregularities and Illegal Acts

Auditors shall be required to make an immediate, written report of all material irregularities and illegal acts or indications of illegal acts of which they become aware to the Audit Committee.

D. Reporting to Management

Auditors shall assure themselves that the Audit Committee is informed of each of the following:

1. The auditor's responsibility under generally accepted auditing standards.
2. Significant accounting policies.
3. Management judgments and accounting estimates.
4. Significant audit adjustments.
5. Intentionally left blank
6. Disagreements with management.
7. Management consultation with other accountants.
8. Major issues discussed with management prior to retention.
9. Difficulties encountered in performing the audit.

E. Additional Services

If during the contractual period covered by the agreement, additional services are needed, the accounting firm may, at the option of the City Council, be engaged to perform these services. Total compensation shall be negotiated separately for each service.

F. Working Papers

For a period of five (5) years after completion of any work provided herein, unless the firm is notified in writing by the City of the need to extend the retention period, the auditor's working papers shall be retained. The City Council, City Manager, City Attorney and/or Finance Director shall be entitled, at any time during such five (5) year period, to inspect and reproduce without cost to HCT, such documents as deemed necessary.

"Exhibit B"

AUDIT REPORT SCHEDULE OF DEADLINES AND DISTRIBUTION

A. Schedule for the FY 2008 Audit

Each of the following shall be completed by the auditor no later than the dates indicated unless special arrangements have been made:

1. Detailed Audit Plan

The auditor shall work with the Finance staff to develop a detailed audit plan by May 11, 2009, which shall include a final list of all schedules to be prepared by City staff.

2. Field Work

Field work will commence May 11, 2009 or as soon thereafter as data is available and will be completed by July 24, 2009.

3. Draft Reports

Management understands that ultimate responsibility for the financial statements rests with them. The auditor agrees to prepare all required financial statements with accompanying notes and disclosures to be presented with the audit reports and recommendations to management in draft form for review by August 21, 2009.

4. Final Reports

The auditor shall present Comprehensive Annual Financial Statements by September 23, 2009.

5. Conference and Progress Reports

At a minimum, the following conferences are expected to be held with the auditor's field supervisor by the dates indicated:

Entrance conference with the Director of Finance: May 11, 2009, upon execution of contract

Progress conferences with the Director of Finance or designee: May 2009, June 2009, July 2009, and August 2009, if needed.

Exit conference with the City Manager and Director of Finance on September 23, 2009.

Presentation to the City Council on October 7, 2009.

The auditor shall deliver thirty-five (35) paper copies and an electronic (Adobe) copy of the Audited Financial Statements.

B. Schedule for the FY 2009-2013 Audits

Each of the following shall be completed by the auditor no later than the dates indicated unless special arrangements have been made:

6. Interim Work -

The auditor shall complete all interim work by August 15, 2009-13.

7. Detailed Audit Plan

The auditor shall work with the Finance staff to develop a detailed audit plan on or before July 15, 2009-13, which shall include a final list of all schedules to be prepared by City staff before field work begins.

8. Field Work

Field work will commence on or before September 21, 2009-13 and be completed December 24, 2009-13.

9. Draft Reports

Management understands that ultimate responsibility for the financial statements rests with them. The auditor agrees to prepare all required financial statements with accompanying notes and disclosures to be presented with the audit reports and recommendations to management in draft form for review by January 31, 2010-14.

10. Final Reports

The auditor shall present final Comprehensive Annual Financial Statements on or before February 25, 2010-14.

11. Conference and Progress Reports

At a minimum, the following conferences are expected to be held with the auditor's field supervisor by the dates indicated:

Annual preliminary conference with the Director of Finance: July 2009-13.

Progress conferences with the Director of Finance or designee: August 2009-12, Sept. 2009-13, Oct. 2009-13, Nov 2009-13, Dec. 2009-13.

Exit conference with the City Manager and Director of Finance on February 25, 2010-14.

Presentation to the City Council on first Wednesday of March, 2010-14.

The auditor shall deliver thirty-five (35) paper copies and an electronic (Adobe) copy of the Audited Financial Statements.

"Exhibit e"

Harvey, Covington, & Thomas, LLC

Fiscal Year Ending	All Inclusive Proposed Costs
9/30/2008	\$70,500
9/30/2009	\$72,500
9/30/2010	\$75,000
9/30/2011	\$78,000
9/30/2012	\$80,000
9/30/2013	\$82,000
	\$458,000

Fiscal Year 2008

A 10% retainage shall be held until completion and applied to any penalty until final Comprehensive Annual Financial Statements are transmitted to the City for fiscal year 2008

A 5% penalty will be deducted from the 10% retainage if the Comprehensive Annual Financial Statements are delivered 10 calendar days after the due date of September 23, 2009.

A 5% bonus will be added to the final contract amount for each year that the audit is delivered 5 calendar days prior to the scheduled submission date or before September 23, 2009

An additional penalty of 1% will be deducted from the 10% retainage for every day after 30 days of the scheduled due date until the statements and audit report are delivered.

Fiscal Years 2009-2013

A 10% retainage shall be held until completion and applied to any penalty until final Comprehensive Annual Financial Statements are transmitted to the City for fiscal years 2009-2013.

A 5% penalty will be deducted from the 10% retainage if the Comprehensive Annual Financial Statements are delivered after March 25th of each year.

A 5% bonus will be added to the final contract amount for each year that the audit is delivered before March 1st, of each year.

An additional penalty of 1% will be deducted from the 10% retainage for every day after 30 days of the scheduled due date until the statements and audit report are delivered.

This Article does not exclude the recovery of damages for delay by either party under other provisions in the Contract or the ability of the City to terminate the contract

RESOLUTION NO. 49-09

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF RIVIERA BEACH, PALM BEACH COUNTY, FLORIDA ACCEPTING FUNDS IN THE AMOUNT OF \$225,000.00 FROM THE DEPARTMENT OF JUSTICE WITH THE CITY PROVIDING MATCHING FUNDS OF APPROXIMATELY \$351,000.00 OVER A THREE YEAR PERIOD AND AUTHORIZING THE INTERIM CITY MANAGER AND CHIEF OF POLICE TO EXECUTE THE GRANT CONTRACT ON BEHALF OF THE CITY OF RIVIERA BEACH; ALSO AUTHORIZING THE FINANCE DIRECTOR TO SET UP A BUDGET FOR THE SAME.

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

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

WHEREAS, the City has been awarded grant funds in the amount of \$225,000.00 with the City providing matching funds of approximately \$351,000.00 over a three year period; and

WHEREAS, the General Fund has funds budgeted that can be used for the match.

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 staff is authorized to accept grant funds in the amount of \$225,000.00 from the Department of Justice Office of COPS for assistance under the Universal Hiring Program; supplemented by the City's matching funds of approximately \$351,000.00 over a three year period.

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

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

REVENUE/EXPENDITURE:

113-00-331205	COPS UNIVERASAL HIRE FY 2009	\$225,000.00
113-0822-521-0-1201	EXPENDITURE	\$225,000.00

SECTION 4. This Resolution shall take effect immediately upon its approval.

PASSED AND APPROVED this 6,th day of May d •2009.

APPROVED:


THOMAS A. MASTERS
MAYOR

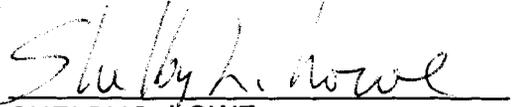

DAWN S. PARDO
CHAIRPERSON

ATTEST: 
CARRIE E. WARD (
MASTER MUNICIPAL CLERK
CITY CLERK

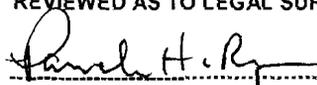

JUDY L. DAVIS
CHAIR PRO TEM


BILLIE E. BROOKS
COUNCILPERSON


CEDRICK A. THOMAS
COUNCILPERSON


SHELBY L. LOWE
COUNCILPERSON

- MOTIONED BY: J. Davis
- SECONDED BY: B. Brooks
- C. THOMAS aye
- D. PARDO aye
- J. DAVIS aye
- B. BROOKS aye
- S. LOWE aye

REVIEWED AS TO LEGAL SUFFICIENCY

PAMALA HANNA RYAN, CITY ATTORNEY

DATE: 4/28/09

RESOLUTION. NO. 51-09

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF RIVIERA BEACH, PALM BEACH COUNTY, FLORIDA, APPROPRIATING FUNDING FOR ACADEMIC SUMMER CAMP '09 TO BE HELD JUNE 15 - JULY 24, 2009, ON THE CAMPUS OF JOHN F. KENNEDY MIDDLE MAGNET SCHOOL; TRANSFERRING \$158,293 FROM COMMUNITY PARTNERSHIPS BENEFIT ACCOUNT TO THE ACADEMIC SUMMER CAMP FUND TRANSFER ACCOUNT; SETTING UP A BUDGET IN THE AMOUNT OF \$158,293 FOR THE SIX WEEK ACADEMIC SUMMER CAMP FOR MIDDLE SCHOOL STUDENTS; AND PROVIDING AN EFFECTIVE DATE.

WHEREAS, the City desires to provide wholesome and challenging summer youth programs that enhance the academic, physical and intellectual development of our youth while also facilitating a decrease in youth criminal activity; and

WHEREAS, the City operated successful Academic Summer Camps for middle school students from 1996 - 2001 and 2003 - 2008; and

WHEREAS, 75% of the cost of the last four camps was funded by grants from outside funding sources - Marriott Corporation (2008) and Children Services Council of Palm Beach County and the John S. & James L. Knight Foundation (2005 - 2007); and

WHEREAS, sufficient funds are currently in the City's Community Partnerships account to cover the total funding of the 2009 Academic Summer Camp.

RESOLUTION NO. 51-09

PAGE 2

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

SECTION 1. That the Finance Director is authorized to transfer funds from Community Partnerships Benefit account number 608-0203-569-0-8301 to the Academic Summer Camp Fund Transfer account in the amount of \$158,293.

SECTION 2. That the Finance Director is authorized to set up a budget in the amount of \$158,293 for Academic Summer Camp '09 as follows:

Revenue:

608-0203-569-0-8301	\$158,293	Transfer from Community Partnership Benefit
	<u>\$158,293</u>	

Expense:

144-1232-572-0-1201	\$ 38,652	Salary
144-1232-572-0-1203	-0-	Overtime
144-1232-572-0-1401	\$ 3,000	FICA
144-1232-572-0-3102	\$ 2,000	Employee Medical
144-1232-572-0-3404	\$ 91,960	Contract Services Personnel
144-1232-572-0-3406	\$ 5,000	Contract Services Other
144-1232-572-0-4001	\$ 4,500	Travel/Field Trips
144-1232-572-0-5201	\$ 9,681	Operating Supplies General
144-1232-572-0-5205	\$ <u>3,500</u>	Operating Supplies Clothing (T-Shirts)
Total	\$158,293	

SECTION 3. That staff is authorized to advertise and coordinate staffing and operation of a six week Academic Summer Camp for middle school students.

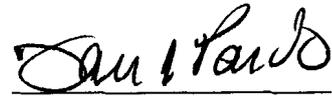
SECTION 4. This resolution shall take effect upon its passage and approval by the City Council.

Passed and Approved May 6. 2009.

APPROVED:



THOMAS A. MASTERS
MAYOR



DAWN S. PARDO
CHAIRPERSON

ATTEST



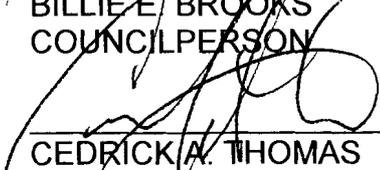
CARRIE E. WARD,
MASTER MUNICIPAL CLERK
CITY CLERK



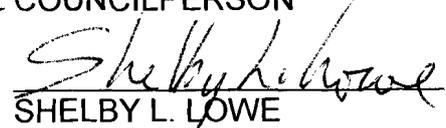
JUDY L. DAVIS
CHAIR PRO TEM



BILLIE E. BROOKS
COUNCILPERSON



CEDRICK A. THOMAS
COUNCILPERSON



SHELBY L. LOWE
COUNCILPERSON

MOTIONED BY: B. Brooks

SECONDED BY: J. Davis

D. PARDO aye

J. DAVIS aye

B. BROOKS aye

C. THOMAS aye

S. LOWE aye

REVIEWED AS TO LEGAL SUFFICIENCY



PAMALA H. RYAN, CITY ATTORNEY

CITY OF RIVIERA BEACH

DATE 5/6/09