

RESOLUTION NO. 1-08

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF RIVIERA BEACH, PALM BEACH COUNTY, FLORIDA APPROVING THE ACTIVITIES FOR THE DR. MARTIN LUTHER KING JR. CELEBRATION AND ESTABLISHING A BUDGET IN THE AMOUNT OF \$22,000.00; FURTHER AUTHORIZING THE BUDGET FOR DONATIONS AND ACTIVITY FEES, AND INCREASING THE EXPENDITURE BUDGET, FOR THE DR. MARTIN LUTHER KING JR. CELEBRATION FUND; AND PROVIDING AN EFFECTIVE DATE.

WHEREAS, Staff is requesting that the City Council approve the Dr. Martin Luther King Jr. Celebration activities for 2008 and establishing a budget for same; and

WHEREAS, Staff has determined that a budget in the amount of \$22,000.00 shall be established with \$12,000.00 being transferred from General Fund.

WHEREAS, the additional funding will be raised through sponsorship, activities, fees from the parade and advertisements for the souvenir journal.

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

Section 1: The Interim Finance Director is hereby authorized to transfer \$12,000.00 from General Fund to the MLK Celebration Fund.

Section 2: The Interim Finance Director is authorized to set up a budget in the MLK Celebration Fund (138) as follows:

REVENUE

138-00-366907	MLK Donations	\$4,000.00
138-00-347216	MLK Activity Fees	6,000.00
138-00-381 001	Transfer from General Fund	<u>12,000.00</u>
	Total	\$22,000.00

EXPENDITURE

138-1235-572-0-1203	Overtime	\$9,500.00
138-1235-572-0-3106	Professional Service Other	2,000.00
138-1235-572-0-4701	Printing and Binding	2,500.00
138-1235-572-0-5201	Operating Supplies Other	<u>8,000.00</u>
	Total	\$22,000.00

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

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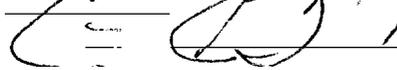
PASSED and APPROVED this 2nd day of January, 2008.

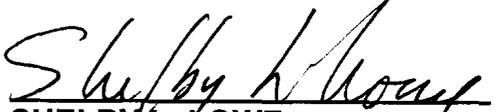
APPROVED:


THOMAS A. MASTERS
MAYOR

(MUNICIPAL SEAL)

ATTEST:

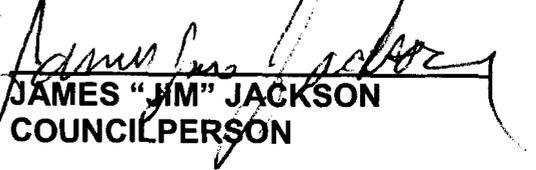

CARRIE E. WARD
MASTER MUNICIPAL CLERK
CITY CLERK


SHELBY L. LOWE
CHAIRPERSON


LYNNE L. HUBBARD
CHAIR PRO TEM


NORMA DUNCOMBE
COUNCILPERSON


CEDRICK A. THOMAS
COUNCILPERSON


JAMES "JM" JACKSON
COUNCILPERSON

MOTIONED BY: C. Thomas

SECONDED BY: J. Jackson

S. LOWE: aye

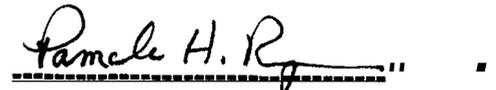
L. HUBBARD: aye

N. DUNCOMBE: aye

C. THOMAS: aye

J. JACKSON: aye

REVIEWED AS TO LEGAL SUFFICIENCY


PAMALA HANNA RYAN, CITY ATTORNEY

DATE: 1/27/08

RESOLUTION NO. 2-08

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF RIVIERA BEACH, PALM BEACH COUNTY, FLORIDA; AUTHORIZING A LEASE OF APPROXIMATELY TWO ACRES OF CITY OWNED PROPERTY ON 13TH STREET TO THE BOYS AND GIRLS CLUB OF PALM BEACH COUNTY FOR THE CONSTRUCTION OF A NEW BOYS AND GIRLS CLUB; AUTHORIZING THE CITY ATTORNEY AND STAFF TO NEGOTIATE CONDITIONS OF THE LEASE; AND PROVIDING AN EFFECTIVE DATE.

WHEREAS, the City of Riviera Beach is committed to providing youth oriented recreational, educational and after school services to its youth; and

WHEREAS, the Boys and Girls Club of Palm Beach County has provided youth oriented recreation, educational and after school services in Riviera Beach for many years; and

WHEREAS, The City of Riviera Beach charette process, led by the Treasure Coast Planning Council, recommends the Boys and Girls Club operate from its present site on 13 Street; and

WHEREAS, the Florida Public Officials Design Institute at Abacoa recommends the Boys and Girls Club operate from its present site on 13 Street; and

WHEREAS, the present location of the Boys and Girls Club provides the best leverage of capital facilities and programming for the City's youth and citizens at large.

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 use of approximately two acres of land at the Boys and Girls Club present site on 13th Street.

SECTION 2. The City Attorney and staff are authorized to negotiate the terms and conditions of the lease.

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

APPROVED:


THOMAS A. MASTERS
MAYOR

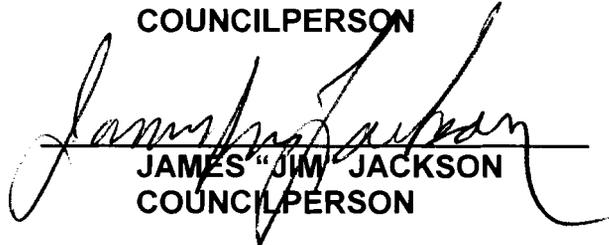

SHELBY L. LOWE
CHAIRPERSON

CARRIE E. WARD,
MASTER MUNICIPAL CLERK
CITY CLERK


LYNNE L. HUBBARD
CHAIR PRO TEM


NORMA DUNCOMBE
COUNCILPERSON


CEDRICK A. THOMAS
COUNCILPERSON


JAMES "JIM" JACKSON
COUNCILPERSON

MOTIONED BY: J. Jackson

SECONDED BY: C. Thomas

S. LOWE ay

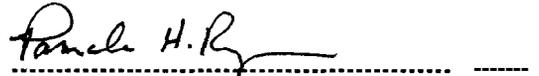
L. HUBBARD aye

C. THOMAS aye

N. DUNCOMBE aye

J. JACKSON aye

REVIEWED AS TO LEGAL SUFFICIENCY


PAMALA HANNA RYAN, CITY ATTORNEY

DATE: 12/28/07

RESOLUTION NO. 3-08_____

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF RIVIERA BEACH, PALM BEACH COUNTY, FLORIDA, DIRECTING THE CITY CLERK TO NOTICE AND PREPARE FOR THE MUNICIPAL GENERAL ELECTION TO BE HELD TUESDAY, MARCH 11, 2008 AND RUN-OFF ELECTION IF NECESSARY, TUESDAY, MARCH 25, 2008 BOTH ELECTIONS SHALL BE HELD WITHIN THE MUNICIPAL BOUNDARIES OF THE CITY BETWEEN THE HOURS OF 7:00 AM UNTIL 7:00 PM TO FILL THE EXPIRED SEATS TO WIT: CITY COUNCIL DISTRICT TWO (2); AND CITY COUNCIL DISTRICT FOUR (4); RESPECTIVELY; AND PROVIDING FOR THE USE OF VOTING EQUIPMENT, PROVIDING BALLOTS, ABSENTEE BALLOTS, AND PROVISIONAL BALLOTS IN SUCH ELECTIONS. APPOINTING A CITY OF RIVIERA BEACH CANVASSING BOARD AND PROVIDING AN EFFECTIVE DATE.

WHEREAS, the amendment to the Charter; and the Code of Ordinances of the City of Riviera Beach, provides for Elections to be held on the second Tuesday in March of each year for the electorates to fill the vacant offices at such time; and

WHEREAS, if such offices are not filled at such time, the City Clerk shall continue Run-off Elections to be held on the fourth Tuesday in March. The Candidate obtaining a majority of the votes of the registered and qualified electors of the city actually voting at such election in each district shall be deemed elected to such office. In case, as to any office, no candidate receives such a majority, then the two who receives the highest vote shall be voted upon at an election to be held on the fourth Tuesday of March, and the one who then obtains a majority shall be deemed elected to such office.

WHEREAS, in the year 2008 two (2) offices are necessary to be filled at the Municipal General Election to be held in the City of Riviera Beach, Tuesday, March 11, 2008.

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 Municipal Election shall be held and is hereby ordered to be held in the City of Riviera Beach, Palm Beach County, Florida, between the hours of 7:00 AM and 7:00 PM on the 11TH day of March, 2008 for the purpose of electing

qualified candidates as provided by law for City Council District two (2), and City Council District four (4), respectively.

SECTION 2 Candidates for the office of City Council District two (2) and City Council District four (4), shall file within the district which they have resided in for one year, as of January 29, 2008.

SECTION 3. The City Clerk is hereby authorized to designate polling locations to accommodate the electorates within the municipal boundaries in accordance with applicable laws and state guidelines; and to negotiate and enter into amendable contracts with the assigned facility to provide services of a polling location for the March 11th Municipal General Election; and the March 25th Municipal Run-off Election, if necessary.

SECTION 4. The City Clerk is hereby authorized to assign sufficient poll workers to facilitate the 16 precincts within the municipal boundaries; schedule each poll worker for adequate training by the manufacturers of the new voting equipment in conjunction with the County's Election staff; and to establish a pay scale applicable to the duties and responsibilities for the city's election staff.

SECTION 5 The Palm Beach County's Supervisor of Elections is hereby authorized to provide for voting equipment to accommodate all precincts located within the municipal boundaries, set up ballot for City Clerk's approval, prepare paper ballots for voting equipment; absentee ballots and sample ballots for distribution and to be mail to those individuals making an absentee ballot request. The City Council further authorizes Palm Beach County's Supervisor of Elections to process all request for Absentee Ballots; cost for such actions are transferred to the city.

SECTION 6. Immediately after closing of the polls on the day of said Elections, the clerks of each precinct shall certify the returns thereof to the City Clerk at the Municipal Complex. The City Clerk of the City of Riviera Beach shall deliver to the Palm Beach County Supervisor of Elections returns for official results.

SECTION 7. The City Council hereby appoints as the City's Canvassing Board, the following: City Clerk Carrie E. Ward, Deputy City Clerk Claudene Robinson, Councilperson Shelby Lowe, Council Chair-Pro tem Lynn Hubbard, and Councilperson Cedrick Thomas. Palm Beach County Supervisor of Elections Dr. Arthur Anderson shall be appointed as an additional member.

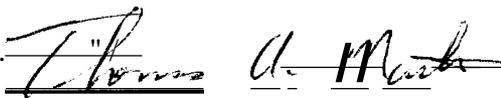
SECTION 8. The City Clerk is hereby authorized to prepare and certify the certified results as received from the county and call the City's Canvassing Board to convene to accept results from the March 11th and March 25th run-off, if necessary, the canvassing board shall convene after the fourth Tuesday in March, 2008, 6:00 pm at the municipal complex.

SECTION 9 The City of Riviera Beach adopted a resolution in September 2005 authorizing participation in early voting for the 2006 primary and general elections during the months of September and November. The voters' turn-out was not that significant to continue. The City's decision is due to such a low voters' turn-out and it is not cost effective to the city; the city opted out of early voting for the 2008 primary and general elections.

SECTION 10 This resolution shall take effect immediately upon its approval.

PASSED AND APPROVED this 16TH day of JANUARY, 2008.

APPROVED:


THOMAS A. MASTERS
MAYOR


SHELBY L. LOWE
CHAIRPERSON

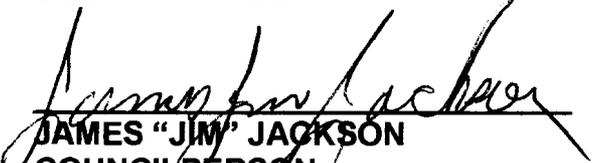
(MUNICIPAL SEAL)


LYNNE L. HUBBARD
CHAIR PRO-TEM

ATTEST: 
CARRIE E. WARD
MASTER MUNICIPAL CLERK
CITY CLERK


NORMA DUNCOMBE
COUNCILPERSON


CEDRICK THOMAS
COUNCILPERSON


JAMES "JIM" JACKSON
COUNCILPERSON

MOTIONED BY: J. JACKSON

SECONDED BY: L. HUBBARD

RESOLUTION No. 3-08

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S. LOWE: AYE

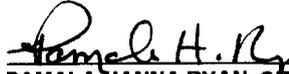
L. HUBBARD: AYE

M. C. THOMAS AYE

N. DUNCOMBE AYE

J. JACKSON: AYE

REVIEWED AS TO LEGAL SUFFICIENCY


PAMALA HANNA RYAN, CITY ATTORNEY

DATE: 1/10/08

RESOLUTION NO. 4-08

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF RIVIERA BEACH, PALM BEACH COUNTY, FLORIDA, AWARDED THE BID FOR RECONSTRUCTION OF WEST 13TH STREET TO RIO-BAK CORPORATION IN THE AMOUNT OF \$942,997.90; AUTHORIZING THE MAYOR AND CITY CLERK TO EXECUTE THE CONTRACT; AUTHORIZING THE FINANCE DIRECTOR TO TRANSFER FUNDS, MAKE PAYMENT FOR SAME; AND PROVIDING FOR AN EFFECTIVE DATE.

WHEREAS, bids for reconstruction of West 13th Street were opened on November 21, 2007; and

WHEREAS, Rio-Bak Corporation is the responsible low bidder.

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

SECTION 1. The bid submitted by Rio-Bak Corporation for reconstruction of West 13th Street is accepted in the amount of \$942,997.90.

SECTION 2. The Mayor and City Clerk are authorized to execute the contract with Rio-Bak Corporation.

SECTION 3. The City Manager is hereby authorized to approve change orders in the amount not to exceed 9% of the contract price.

SECTION 4. The Finance Director is authorized to make the following fund appropriation:

310-0716-541-2-6355	\$1,036,998	Street Improvement
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SECTION 5. The Finance Director is authorized to make payments from the following accounts:

Construction, administration		
Inspection, geotechnical		
Services and contingency	310-0716-541-2-6355	\$1,036,998

SECTION 6. This resolution shall take effect upon its passage and approval by the City Council.

PASSED and APPROVED on this 16 day of January, 2008.

RESOLUTION NO. 4-08

PAGE -3-

APPROVED:

Thomas D. Mac

Good

ATTEST:

C. E. Ward

CARRIE E. WARD,
MASTER MUNICIPAL CLERK
CITY CLERK

Lynne L. Hubbard
LYNNE L. HUBBARD
CHAIR PRO TEM

Norma Duncombe
NORMA DUNCOMBE
COUNCILPERSON

Cedrick Thomas
CEDRICK THOMAS
COUNCILPERSON

James "Jim" Jackson
JAMES "JIM" JACKSON
COUNCILPERSON

MOTIONED BY: L. HUBBARD

SECONDED BY: J. JACKSON

S. LOWE AYE

L. HUBBARD AYE

C. THOMAS AYE

N. DUNCOMBE AYE

J. JACKSON AYE

REVIEWED AS TO LEGAL SUFFICIENCY

Pamela H. Ryan
PAMALA HANNA RYAN, CITY ATTORNEY

DATE: 1/8/08

RESOLUTION NO. 6-08

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF RIVIERA BEACH, PALM BEACH COUNTY FLORIDA, AUTHORIZING THE MAYOR AND CITY CLERK TO EXECUTE A CONTRACT BETWEEN THE CITY OF RIVIERA BEACH AND THE PALM BEACH CONSULTING GROUP, LLC. TO PROVIDE CONSULTING / PROFESSIONAL SERVICES IN THE AREA OF POLICIES AND PROCEDURES, IN AN AMOUNT NOT TO EXCEED \$39,000.

WHEREAS, the City of Riviera Beach has been operating a marina for the benefit of the public; and

WHEREAS, the organization and operations of the Marina must be reviewed to determine various policies and procedures that must be implemented to improve the accountability and performance of the Marina; and

WHEREAS, the suggested vendor to perform the organizational and operational review of the Marina is The Palm Beach Consulting Group, LLC; and

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

SECTION 1. The attached agreement between the City of Riviera Beach and The Palm Beach Consulting Group, LLC is approved.

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

SECTION 3. That this Resolution shall take effect upon its passage.

PASSED AND APPROVED this 16 day of January, 200*i*

APPROVED:

Thomas A. Masters
THOMAS A. MASTERS
MAYOR

L.L. Hubbard
L.L.
PERSON

(MUNICIPAL SEAL)

Lynne L. Hubbard
LYNNE L. HUBBARD
CHAIR PRO-TEM

Norma Duncombe
NORMA DUNCOMBE
COUNCILPERSON

ATTEST:

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

Cedrick Thomas
CEDRICK THOMAS
COUNCILPERSON

James "Jim" Jackson
JAMES "JIM" JACKSON
COUNCILPERSON

MOTIONED BY: L. HUBBARD

SECONDED BY: J. JACKSON

S. LOWE AYE
L. HUBBARD AYE
C. THOMAS AYE
N. DUNCOMBE AYE
J. JACKSON AYE

REVIEWED AS TO LEGAL SUFFICIENCY

Pamela H. Ryan
PAMALA H. RYAN, CITY ATTORNEY

Date: 1/9/08
1 :

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

This Contract is made as of this 9th day of January, 2008, by and between the City of Riviera Beach, Palm Beach County, Florida a Political Subdivision of the State of Florida hereinafter referred to as the CITY, and _The Palm Beach Consulting Group, LLC (represented by Arnold BroussardL [] an individual, [] a partnership, [] a corporation 'authorized to do business in the State of Florida, hereinafter referred to as the CONSULTANT.

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 Policies and Procedures for the City of Riviera Beach Marina, 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, telephone number 561-845-4040.

ARTICLE 2 - SCHEDULE

The CONSULTANT shall commence services on 11/9/07 and complete all services by 4/13/08.

Reports and other items shall be delivered or completed in accordance with the detailed schedule set forth in Exhibit "A".

ARTICLE 3 - PAYMENTS TO CONSULTANT

- A. Generally - The CITY agrees to compensate the CONSULTANT in accordance with the fee proposal set forth in Exhibit "A" in an amount not to exceed \$39,000, 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. Reimbursable expenses, as identified in said fee proposal, incurred during the course of the performance of this Contract, including, but not limited to, out-of-pocket expenses for express mail, computerized research, word processing charges, long distance telephone, postage and photocopying shall be itemized and invoiced separately. 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

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.
- C. All requests for payment of expenses eligible for reimbursement under the terms of this Contract shall include copies of receipts, invoices, or other documentation acceptable to the Finance Department. Such documentation shall be sufficient to establish that the expense was actually incurred and necessary in the performance of the scope of work described in this Contract. Long distance telephone calls shall identify the person(s) called, purpose of call, time, and costs. Mileage charges shall identify the destination, number of miles, rate, and purpose of travel. Duplication charges shall describe the documents, purpose of duplicating, and rate charged. Any travel, per diem, mileage, meals or lodging expenses, which may be reimbursable under the terms of this Contract, will be paid in accordance with the rates and conditions set forth in Section 112.061, Florida Statutes.
- D. 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 - 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 5 - 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 Exhibit "A", 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 to the highest professional standards in the field(s).

The CONSULTANT agrees that it is fully responsible to the CITY for the 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 6 - 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 as relevant. 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 7 - 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. The CONSULTANT shall maintain, during the life of this Contract, comprehensive automobile liability insurance in the minimum amount of \$500,000.00 combined single limit for bodily injury and property damages liability to protect the CONSULTANT 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, but not limited to, leased and rented automobiles whether such operations be by the CONSULTANT or by anyone, directly or indirectly, employed by the CONSULTANT.
- 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, if requested.
- E. 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 8 - INDEMNIFICATION

The CONSULTANT shall indemnify and save harmless and defend the CITY, its agents, servants, and employees from and against any and all claims, liability, losses, and/or causes of action which may arise from any negligent act or omission' of the CONSULTANT, its agents, servants, or employees in the performance of services under this Contract.

The CONSULTANT further agrees to indemnify, save harmless and defend the CITY, its agents, servants 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, servants or employees are alleged to be liable.

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.

The CONSULTANT shall defend all actions in the name of the CITY, when applicable, however, CITY reserves the right to select its own legal counsel to conduct any defense in any such proceeding and all costs and fees associated therewith shall be the responsibility of the CONSULTANT.

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 9 - 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 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 10 - 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.

ARTICLE 11 - 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 12 - 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.

ARTICLE 13 - 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.

This Article does not exclude the recovery of damages for delay by either party under other provisions in the Contract.

ARTICLE 14 - 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 15 - 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 16 - 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 17 - 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 CONSULTANTS place of business.

ARTICLE 18 - 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 19 - 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 all 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 20 - 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 21 - 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 22 - MODIFICATION 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 the City Manager.

ARTICLE 23 - 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. Interim Finance Director

City of Riviera Beach. 600 W Blue Heron BLVD

Riviera Beach, FL 33404

and if sent to the CONSULTANT shall be mailed to:

The Palm Beach Consulting Group, LLC

6406 Blue Bay Circle

Lake Worth, FL 33467-7397

ARTICLE 24 - 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 the Modification of Work article.

ARTICLE 25 - 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 CONSULTANT 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 26 - 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 27 - 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 28 - PREPARATION

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

ARTICLE 29 - 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 30 - REPRESENTATIONSIBINDING 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, _Arnold Broussard_ 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 31 - EX. BITS

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 32 - 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 33 - 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 34-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. The filing of a lien by any subcontractor or third tier subcontractor including, but not limited to materialmen, suppliers, or laborers, upon any property, right of way, easement, other interest in land or right to use such land within the territorial boundaries of the CITY which lien is not satisfied, discharged or contested in a court of law within thirty (30) days from the date of notice to the CONSULTANT;
- b. The filing of any judgment lien against the assets of the CONSULTANT related to the performance of this Contract which is not satisfied, discharged or contested in a court of law within thirty (30) days from the date of notice to the CONSULTANT; or
- 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

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

PALM BEACH CONSULTING GROUP, LLC

BY: *Thomas A. Masters*
THOMAS A. MASTERS,
MAYOR

BY: *Arnold R Broussard*
ARNOLD BROUSSARD

ATTEST:

C. E. Ward *1/16/09*

CARRIE E. WARD,
MASTER MUNICIPAL CLERK
CITY CLERK

APPROVED AS TO FORM AND
LEGAL SUFFICIENCY

APPROVED AS TO TERMS AND
CONDITIONS

BY: *Pamela H. Ryan*
PAMALAH. RYAN,
CITY ATTORNEY

BY: *Jeffrey Williams* *1-9-08*
JEFFREY WILLIAMS
FINANCE DIRECTOR

DATE: *1/9/09*

City of Riviera Beach, Florida

Riviera Beach Marina

Scope of Professional Services

The Riviera Beach Marina has undergone a change in top level management twice in the past two years. City of Riviera Beach management has worked closely with past Marina managers and support staff to identify areas for improvement in operations and opportunities to enhance and develop administrative and financial management systems. With the departure of the last Marina manager in December 2007, a void exists in the organization's leadership that must be filled immediately. Additionally, the Marina and City management desire to immediately address various significant issues already identified and also want to insure that other issues that are important to the organization's operations are identified, analyzed, and resolved through organizational improvements. It is anticipated that the City will be able to hire a new Marina manager by April 2008. In the interim, the City has started the process to hire a marina operations manager.

In support of the above overall objectives, the following scope of professional services has been developed.

1. Review and analyze existing financial management systems and control processes, including, but not limited to, concessions; wet and dry dock fees; lease agreements with tenants and commercial vendors; cash collection procedures; and, other business activities critical to Marina operations.
2. Perform an organizational and operational review of the Marina.
3. Perform other services, as required, to support the operations of the Marina. Insure that recommendations approved by City management are implemented.

Project deliverables will consist of the following.

1. Periodic status meetings and formal reports to City management addressing the existing state of financial management systems and control processes and procedures, along with recommendations for their enhancement and improvement. Develop new policies and procedures, as required.
2. A formal report of findings and recommendations on the Marina's organization structure and its operations, to include a description of internal control procedures

in the areas of cash handling, slip rental billing & receipting, and lease management.

3. Assist staff with the discontinuation of the "barter" system and make recommendations regarding use of part-time employees and out-sourcing for obtaining bartered services for the Marina.

To accomplish the above scope of professional services, the following work plan and time schedule is proposed. Time and effort will be greatest in the earlier months of the project and will lessen as projects are completed, recommendations are implemented, and marina operations are taken over by a new manager.

City of Riviera Beach Marina Work Plan and Time Schedule

Task Description	Month 1	Month 2	Month 3	Month 4	Month 5	Month 6
1. Financial Management Review						
2. Organizational and Operational Review						
3. Replace "Barter" System						
4. <u>Other Reviews, as required, and Implementation</u>						
5. Orientation						

During Months 1 - 3, it is estimated that there will be a time and effort requirement of approximately twenty (20) man-hours

City of Riviera Beach Marina - Scope of Professional Services

per week. Thereafter, it is estimated that the time and effort requirement for Months 4 - 6 will reduce to approximately ten (10) man-hours per week. A schedule summarizing the project's man-hour requirements follows.

Month	Number of Weeks	Hours per Week	Total Man-hours
1	4	20	80
2	4	20	80
3	2	20	40
4	2	20	40
5	1	10	10
6	1	10	10
Total	14		260

Based on a total of 260 estimated man-hours of effort at a rate of \$150.00 per hour, the total estimated cost of providing the services contemplated above is \$39,000.

RESOLUTION NO. 7-08

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF RIVIERA BEACH, PALM BEACH COUNTY, FLORIDA, AUTHORIZING THE FINANCE DIRECTOR TO PURCHASE FENCING FOR MONROE HEIGHTS PARK IN THE AMOUNT OF \$37,982.00 FROM THE GENERAL FUND'S FUND BALNACE AND MAKE PAYMENT TO COMMERCIAL FENCE CONTRACTORS OR ORLANDO, FLORIDA; AND PROVIDING AN EFFECTIVE DATE.

WHEREAS, the Parks and Recreation Department maintains Monroe Heights Park; and

WHEREAS, the City Police Department maintains safety for that area; and

WHEREAS, the City had a meeting with interested citizens who reside in the Monroe Heights section to discuss safety and security of Monroe Heights Park; and

WHEREAS, fencing the Park might assist in the prevention of illegal activities that surround the facility; and

WHEREAS, in accordance with the provisions of the City's Procurement Ordinance (2412), invitations to bid were publicly solicited to provide fencing repair and replacement services at various City of Riviera Beach government facilities/sites in and around Riviera Beach, Florida; and

WHEREAS, the City Council approved accepting the bid of Commercial Fence Contractors of Orlando, Florida in Resolution No. 50-06; and

WHEREAS, the Department of Parks and Recreation would like to piggy-back off of this bid for the fencing at Monroe Heights Park; and

WHEREAS, Commercial Fence Contractors has agreed to hold the price for this project.

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

SECTION 1. Authorize the appropriation of fund balance and the increase in the Parks operating line; 001-1234-5720-6351 Improvements Other.

SECTION 2. That the City Council hereby authorizes the purchase of fencing to enclose Monroe Heights Park from Commercial Fence Contractors of Orlando Florida in the amount of \$37,982.00.

RESOLUTION NO. 7-08 — —

PAGE 2

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

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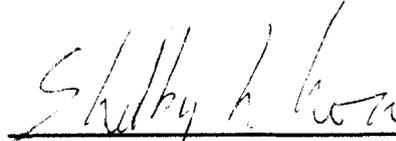
RESOLUTION NO. 7-08

PAGE 3

APPROVED:



**THOMAS A. MASTERS
MAYOR**

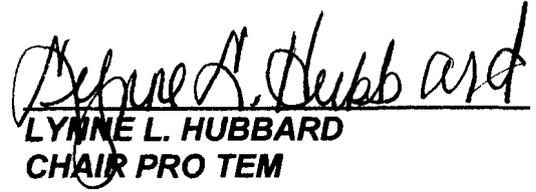


**SHELBY L. LOWE
CHAIRPERSON**

ATTEST:

 1/16/08

**CARRIE E. WARD,
MASTER MUNICIPAL CLERK
CITY CLERK**

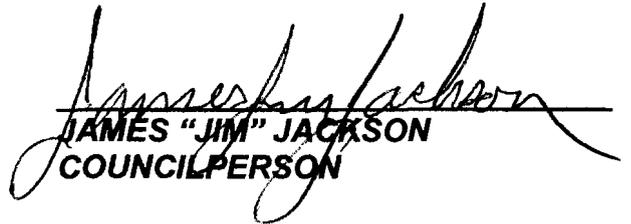


**LYNNE L. HUBBARD
CHAIR PRO TEM**



**NORMA DUNCOMBE
COUNCILPERSON**





**JAMES "JIM" JACKSON
COUNCILPERSON**

MOTIONED BY: J. JACKSON

SECONDED BY: L. HUBBARD

S. LOWE AYE

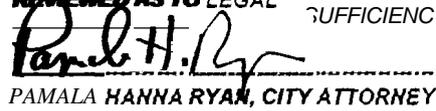
L. HUBBARD AYE

C. THOMAS AYE

N. DUNCOMBE AYE

J. JACKSON AYE

REVIEWED AS TO LEGAL SUFFICIENCY


PAMALA HANNA RYAN, CITY ATTORNEY

DATE: 1/10/08

RESOLUTION NO. 8-08

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF RIVIERA BEACH, PALM BEACH COUNTY FLORIDA, AUTHORIZING THE MAYOR AND CITY CLERK TO EXECUTE THE PERSONAL SERVICES AGREEMENT FOR FUNDRAISING TO SUSAN G. REYMOND FOR THE CITY OF RIVIERA BEACH MUSIC FESTIVAL ON THE MUNICIPAL BEACH, APRIL 11TH THROUGH APRIL 13, 2008, AND DIRECTING THE INTERIM FINANCE DIRECTOR TO MAKE PAYMENT FROM ACCOUNT NO. 135-0202-5720-4904; AND PROVIDING AN EFFECTIVE DATE.

WHEREAS, the City of Riviera Beach endeavors to continue fostering events that positively impact the City's image, unifies the residents and promotes cultural, educational and entertainment programming; and

WHEREAS, the 8th Annual Riviera Beach Music Festival is being planned by the Jazz & Blues Festival Advisory Board and the City Manager for April 11th, 12th and 13th, 2008, on the Municipal Beach; and

WHEREAS, the City is in need of the services of a fundraiser possessing the skills and ability to generate sponsors for the upcoming 8th Annual Riviera Beach Music Festival; and

WHEREAS, Susan G. Reymond is qualified to provide said services and the City desires to engage Ms. Reymond.

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

SECTION 1. That the Mayor and City Clerk are authorized to execute the professional services agreement with Susan G. Reymond to provide fundraising services for the 8th Annual City of Riviera Beach Music Festival on the Municipal Beach in an approximate amount of \$6,200. Additional funds to Ms. Reymond will be based on commission rates established and set out in the agreement to be paid on receipt of sponsorship submitted to the City.

SECTION 2. That the Interim Finance Director is hereby directed to make payment from Account No. 135-0202-572-0-4904.

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

PASSED AND APPROVED this 16TH day of JANUARY, 2008.

RESOLUTION NO. 8-08

-2-

APPROVED:

Thomas A. Masters

THOMAS A. MASTERS
MAYOR

Shelby L. Lowe

SHELBY L. LOWE
CHAIRPERSON

ATTEST:

Carrie E. Ward

CARRIE E. WARD
MASTER MUNICIPAL CLERK
CITY CLERK

Lynne L. Hubbard

LYNNE L. HUBBARD
CHAIR PRO TEM

Norma Duncombe

NORMA DUNCOMBE
COUNCILPERSON

Cedrick A. Thomas
CEDRICK A. THOMAS
COUNCILPERSON

James "Jim" Jackson
JAMES "JIM" JACKSON
COUNCILPERSON

MOTIONED BY: J. JACKSON _____

SECONDED BY: L. HUBBARD _____

S. LOWE _____ AYE

L. HUBBARD _____ AYE

C. THOMAS _____ AYE

N. DUNCOMBE _____ AYE

J. JACKSON _____ AYE

GS:dp, 010908

REVIEWED AS TO LEGAL SUFFICIENCY

Pamela Hanna Ryan

PAMALA HANNA RYAN, CITY ATTORNEY

Date: 4/10/08

PERSONAL SERVICE AGREEMENT

THIS AGREEMENT made and entered into this 16th day of January, 2008, by and between Susan G. Reymond, hereinafter referred to as "Independent Contractor," whose mailing address is 44 Cocoanut Row, Palm Beach, FL 33480 and the CITY OF RIVIERA BEACH, FLORIDA, a municipal corporation, hereinafter referred to as "City," whose address is 600 West Blue Heron Boulevard, Riviera Beach, Florida, 33404.

WHEREAS, the City is in need of the services of a person possessing the skills and ability to coordinate the fundraising aspect of the Riviera Beach Music Festival; and

WHEREAS, Independent Contractor is qualified to provide such services; and

WHEREAS, the City desires to engage the services of the Independent Contractor.

In consideration of the mutual covenants and promises set forth herein, the parties to this Agreement do hereby agree as follows:

1. That the City does hereby retain the services of the Independent Contractor for the purpose of coordinating the fundraising aspect of the Riviera Beach Music Festival. This would include:

- Securing local, regional and national corporate sponsorships sufficient to cover operating expenditures of the festival.
- Develop new and imaginative fundraising activities.
- Initiate the building of multi-year commitments.
- Provide an efficient reporting system of sponsorship development efforts.
- Contact all previous and potential Music Festival sponsors.
- Provide ongoing contact and follow-up with potential sponsors until sponsorships are secured.
- Identify and pursue new funding opportunities.
- Provide ongoing report to City staff of ongoing effort to secure sponsors.
- Attend festival planning meeting and provide up to date presentations to City Council.
- Be available for travel to corporate offices for the purpose of securing festival sponsorships.

1. The City agrees to pay to Independent Contractor a \$5,000 retainer to be paid on _____ Additionally, the City will pay commission rates for sponsorships received as follows \$5,000.00 retainer and commission rate for sponsorships received as follows: 1) "New" (first-time sponsor); 2) "Previous" (increase from past sponsorship amount); 3) "City Generated" (new based on direct city contacts). The fee paid for new sponsorship dollars will be 1) 1,000.00 to \$5,000.00 - 5%, 2) \$6,000.00 to \$50,000.00 - 10%; 3) \$50,000.00 to \$100,000.00 - 15%; 4) Over 100,000.00 - 20%. The fee paid for increase in sponsorship dollars will be 5%. No fee payment will be made for City generated sponsorship dollars. The fee for previous sponsorships will be 5% of the increased amount from the previous year (s). No fee payment will be made for City generated sponsorship dollars.

2. The City will not be responsible for documenting or paying any taxes owed as a result of the Independent Contractor rendering personal services under this agreement.

3. The City agrees to pay to Independent Contractor a maximum of \$300 a month for miscellaneous expenses. Miscellaneous expenses, include, but are not limited to, out-of-pocket expenses for express mail, long distance calls (telephone & fax), postage and photocopying charges. All requests for payment of expenses eligible for reimbursement under the terms of this Agreement shall include copies of receipts, invoices, or other documentation acceptable to the Finance Department. Such documentation shall be sufficient to establish that the expense was actually incurred and necessary in the performance of the scope of work described in this Agreement. Long distance telephone calls shall identify the person(s) called, purpose of call, time, and costs. Mileage charges

shall identify the destination, number of miles, rate, and purpose of travel. Photocopying charges shall describe the documents, purpose of duplicating, and rate charged.

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

4. All equipment and supplies on hand and/or subsequently purchased by the City shall remain the property of the City.

5. The Independent Contractor is, and shall be, in the performance of all work and services and or activities under this Agreement, an independent contractor, and not an employee, agent or servant of the City. The Independent Contractor shall exercise control over the means and manner in which he/she performs the work, and in all respects, the Independent Contractor's relationship to the City shall be that of an independent contractor and not as an employee or agent of the City.

6. The term of this Agreement shall be from December 11, 2007 through May 15, 2008.

7. This Agreement may be terminated by either party with or without cause upon ten (10) days with prior written notice. In the event that the City terminates this Agreement, for any reason whatsoever, the Independent Contractor understands and agrees that he/she shall not receive any further compensation beyond the termination date. This shall be true even where there are remaining months under the terms of this Agreement.

8. The City shall not be responsible for any property damage or personal injury sustained by the Independent Contractor and/or the Independent Contractor's employees from any cause whatsoever, prior, during, or subsequent to the period of time during which this Agreement is in effect. The Independent Contractor hereby waives, discharges, and releases the City, its agents and employees from any and all liability for the negligent acts of the City or its employees and agents.

9. The Independent Contractor shall indemnify and save harmless and defend the City, its agents, servants, and employees from and against any and all claims, liability, losses, and/or causes of action which may arise from any negligent act or omission of the Independent Contractor, its agents, servants, or employees in the performance of services under this Agreement.

10. The Independent Contractor further agrees to indemnify, save harmless and defend the City, its agents, servants 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 Independent Contractor not included in the paragraph above and for which the City, its agents, servants or employees are alleged to be liable. Nothing contained in this provision shall be construed or interpreted as consent by the City to be sued, nor as a waiver of sovereign immunity beyond the waiver provided in Section 768.28, Florida Statutes.

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

12. 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.

13. If any action, whether in law, equity or otherwise, is brought for any dispute, disagreement, or issue of construction, declaration or interpretation arising hereunder whether relating to the Agreement's execution, validity, the obligations provided therein, or performance of this Agreement, or because of an alleged 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.

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

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

16. The Independent Contractor shall maintain during the life of this Agreement, adequate Worker's Compensation Insurance and Employer's Liability Insurance in at least such amounts as are required by law for all of its employees per Florida Statute 440.02. The Independent Contractor shall provide certificates evidencing insurance coverage as required hereunder.

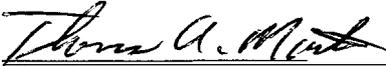
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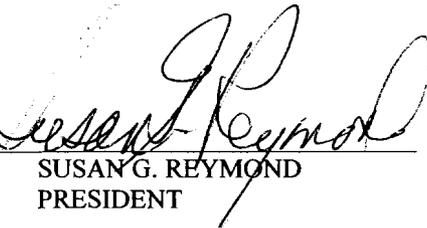
AGREEMENT WITH THE CITY OF RIVIERA BEACH

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

CITY OF RIVIERA BEACH

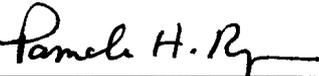
INDEPENDENT CONTRACTOR

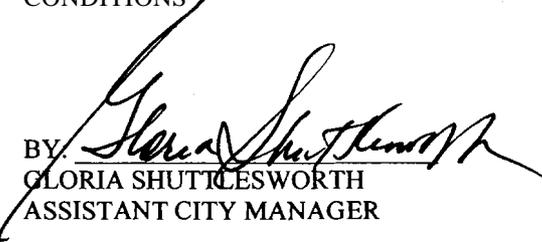
BY: 
THOMAS A. MASTERS
MAYOR

BY: 
SUSAN G. REYMOND
PRESIDENT

APPROVED AS TO FORM AND
LEGAL SUFFICIENCY

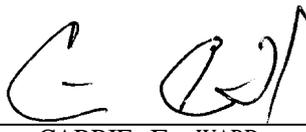
APPROVED AS TO TERMS AND
CONDITIONS

BY: 
PAMALA H. RYAN,
CITY ATTORNEY

BY: 
GLORIA SHUTTLESWORTH
ASSISTANT CITY MANAGER

DATE: 11/10/08

ATTEST:

BY: 
CARRIE E. WARD
CITY CLERK, MMC

RESOLUTION NO. 9-08

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF RIVIERA BEACH, PALM BEACH COUNTY FLORIDA, AUTHORIZING THE MAYOR AND CITY CLERK TO EXECUTE THE PERSONAL SERVICES AGREEMENT FOR FUNDRAISING TO ALLYSON D. SMITH FOR THE CITY OF RIVIERA BEACH MUSIC FESTIVAL ON THE MUNICIPAL BEACH, APRIL 11TH THROUGH APRIL 13, 2008, AND DIRECTING THE INTERIM FINANCE DIRECTOR TO MAKE PAYMENT FROM ACCOUNT NO. 135-0202-5720-4904; AND PROVIDING AN EFFECTIVE DATE.

WHEREAS, the City of Riviera Beach endeavors to continue fostering events that positively impact the City's image, unifies the residents and promotes cultural, educational and entertainment programming; and

WHEREAS, the 8th Annual Riviera Beach Music Festival is being planned by the Jazz & Blues Festival Advisory Board and the City Manager for April 11th, 12th and 13th, 2008, on the Municipal Beach; and

WHEREAS, the City is in need of the services of a fundraiser possessing the skills and ability to generate sponsors for the upcoming 8th Annual Riviera Beach Music Festival; and

WHEREAS, Allyson D. Smith is qualified to provide said services and the City desires to engage Ms. Smith.

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

SECTION 1. That the Mayor and City Clerk are authorized to execute the professional services agreement with Allyson D. Smith to provide fundraising services for the 8th Annual City of Riviera Beach Music Festival on the Municipal Beach in an approximate amount of \$6,200. Additional funds to Ms. Smith will be based on commission rates established and set out in the agreement to be paid on receipt of sponsorship submitted to the City.

SECTION 2. That the Interim Finance Director is hereby directed to make payment from Account No. 135-0202-572-0-4904.

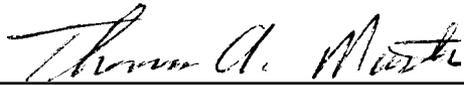
SECTION 3. This Resolution shall take effect immediately upon its passage and approval by the City Council.

PASSED AND APPROVED this 16TH day of JANUARY, 2008.

RESOLUTION NO. 9-08

-2-

APPROVED:



THOMAS A. MASTERS
MAYOR

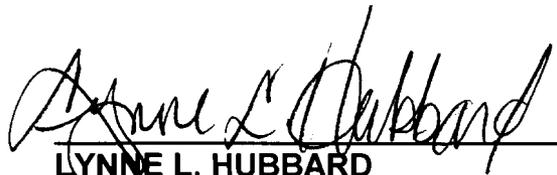


SHELBY L. LOWE
CHAIRPERSON

ATTEST:



CARRIE E. WARD
MASTER MUNICIPAL CLERK
CITY CLERK



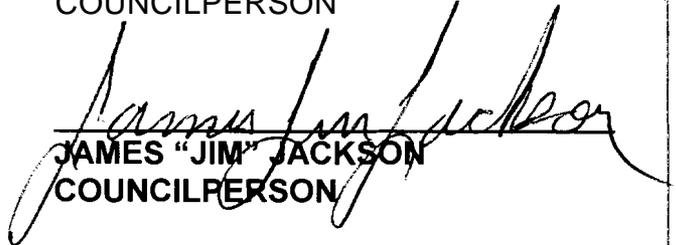
LYNNE L. HUBBARD
CHAIR PRO TEM



NORMA DUNCOMBE
COUNCILPERSON



CEDRICK A. THOMAS
COUNCILPERSON



JAMES "JIM" JACKSON
COUNCILPERSON

MOTIONED BY: J. JACKSON _____

SECONDED BY: C. THOMAS _____

S. LOWE _____ AYE

L. HUBBARD _____ AYE

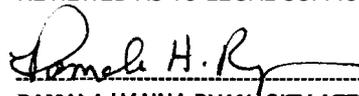
C. THOMAS _____ AYE

N. DUNCOMBE _____ AYE

J. JACKSON _____ AYE

GS:dpw.010908

REVIEWED AS TO LEGAL SUFFICIENCY



PAMALA HANNA RYAN, CITY ATTORNEY

Date: 11/10/08

shall identify the destination, number of miles, rate, and purpose of travel. Photocopying charges shall describe the documents, purpose of duplicating, and rate charged.

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

4. All equipment and supplies on hand and/or subsequently purchased by the City shall remain the property of the City.

5. The Independent Contractor is, and shall be, in the performance of all work and services and or activities under this Agreement, an independent contractor, and not an employee, agent or servant of the City. The Independent Contractor shall exercise control over the means and manner in which he/she performs the work, and in all respects, the Independent Contractor's relationship to the City shall be that of an independent contractor and not as an employee or agent of the City.

6. The term of this Agreement shall be from December 11, 2007 through May 15, 2008.

7. This Agreement may be terminated by either party with or without cause upon ten (10) days with prior written notice. In the event that the City terminates this Agreement, for any reason whatsoever, the Independent Contractor understands and agrees that he/she shall not receive any further compensation beyond the termination date. This shall be true even where there are remaining months under the terms of this Agreement.

8. The City shall not be responsible for any property damage or personal injury sustained by the Independent Contractor and/or the Independent Contractor's employees from any cause whatsoever, prior, during, or subsequent to the period of time during which this Agreement is in effect. The Independent Contractor hereby waives, discharges, and releases the City, its agents and employees from any and all liability for the negligent acts of the City or its employees and agents.

9. The Independent Contractor shall indemnify and save harmless and defend the City, its agents, servants, and employees from and against any and all claims, liability, losses, and/or causes of action which may arise from any negligent act or omission of the Independent Contractor, its agents, servants, or employees in the performance of services under this Agreement.

10. The Independent Contractor further agrees to indemnify, save harmless and defend the City, its agents, servants 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 Independent Contractor not included in the paragraph above and for which the City, its agents, servants or employees are alleged to be liable. Nothing contained in this provision shall be construed or interpreted as consent by the City to be sued, nor as a waiver of sovereign immunity beyond the waiver provided in Section 768.28, Florida Statutes.

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CITY OF RIVIERA BEACH

INDEPENDENT CONTRACTOR

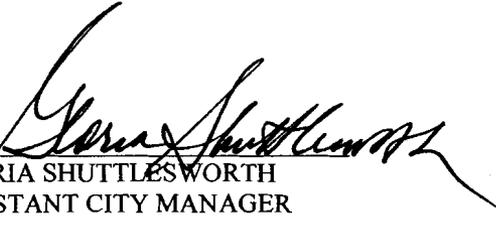
BY: 
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MAYOR

BY: 
ALLYSON D. SMITH

APPROVED AS TO FORM AND
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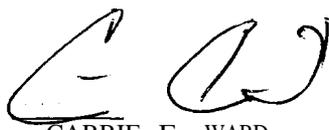
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ASSISTANT CITY MANAGER

DATE: 11/10/08

ATTEST:

BY: 
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CITY CLERK., MMC