

RESOLUTION NO. 10-08

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 LAL JOHN SAMADI FOR ENGINEERING SERVICES IN AN AMOUNT NOT TO EXCEED \$61,200 FROM ACCOUNT NO. 301-0716-5412-3104; AND PROVIDING FOR AN EFFECTIVE DATE.

WHEREAS, the City Engineer position is currently vacant and the City is in need of qualified engineering services; and

WHEREAS, Mr. Lal John Samadi recently retired as City Engineer but was actively working on City Engineering projects; and

WHEREAS, it will be cost efficient and most effective for the City to retain the engineering services of Mr. Samadi to complete City engineering projects and to provide for development review and other necessary engineering services to the City until such services are no longer deemed necessary; and

WHEREAS, on December 19, 2007, the City Council approved a work order authorizing Jordan, Jones and Goulding to perform construction administration for reconstruction of West 32nd Street between Avenue Rand 0 in the amount of \$61,200; and

WHEREAS, the work order with JJG is no longer necessary since Mr. Samadi and the City's Engineering Technician will be performing the construction administration of West 32nd Street in addition to other City projects in the amount of \$61,200.

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

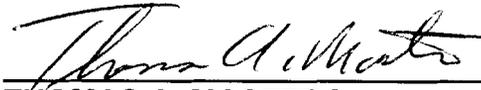
SECTION 1. That the Mayor and City Clerk are authorized to execute an agreement with Lal John Samadi for engineering services.

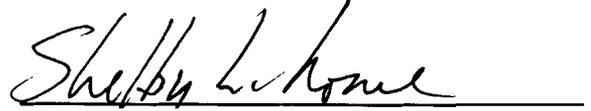
SECTION 2. That the Finance Director is authorized to make payment for Mr. Samadi's engineering services from account No. 301-0716-5412-3104 in an amount not to exceed \$61,200.

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

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APPROVED:


THOMAS A. MASTERS
MAYOR

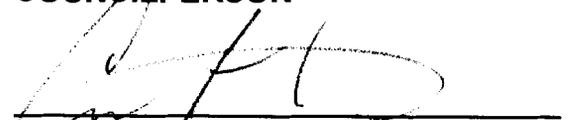

SHELBY L. LOWE
CHAIRPERSON

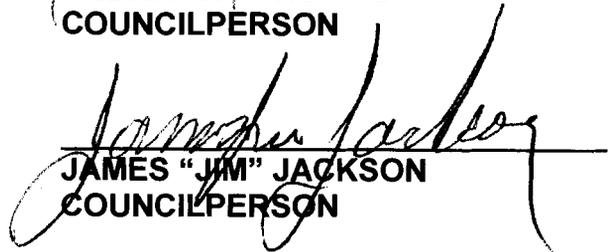
ATTEST: /J

1 - 


LYNNE L. HUBBARD
CHAIR PRO TEM


NORMA DUNCOMBE
COUNCILPERSON


CEDRICK A. THOMAS
COUNCILPERSON


JAMES "JIM" JACKSON
COUNCILPERSON

MOTIONED BY: L. HUBBARD _____

SECONDED BY: C. THOMAS _____

S. LOWE AYE

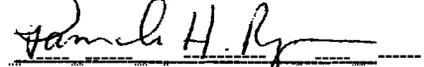
L. HUBBARD AYE

C. THOMAS AYE

N. DUNCOMBE AYE

J. JACKSON AYE

REVIEWED AS TO LEGAL SUFFICIENCY


PAMALA HANNA RYAN, CITY ATTORNEY

DATE: 1/28/08

ENGINEERING SERVICES AGREEMENT

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

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

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

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

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

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

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

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

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

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

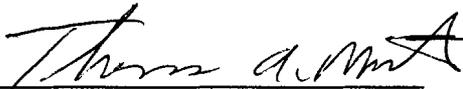
7. This agreement shall take effect on or prior to January 8, 2008. The Agreement may be terminated by either party with or without cause upon thirty (30) days prior written notice.
8. The City shall not be responsible for any property damage or personal injury sustained by the Engineer and/or the Engineer's employees from any cause whatsoever during the time in which this Agreement is in effect. Further, the Engineer shall indemnify and save harmless and defend the City, its agents, servants, and employees from and against any and all claims, liability, losses, and/or causes of action which may arise from any negligent act or omission of the Engineer, its agents, servants, or employees in the performance of services under this Agreement. Nothing contained in this provision shall be construed or interpreted as consent by the City to be sued, nor as a waiver of sovereign immunity beyond the waiver provided in Section 768.28, Florida Statutes.
9. This Agreement and any dispute, disagreement, or issue of construction or interpretation arising hereunder whether relating to its execution, its validity, the obligations provided herein, performance or breach shall be governed and interpreted according to laws of the State of Florida. Any and all legal action necessary to enforce the Agreement will be held in Palm Beach County.
10. No remedy herein conferred upon any party is intended to be exclusive of any other remedy, and each and every such remedy shall be cumulative and shall be in addition to every other remedy given hereunder or now or hereafter existing at law or in equity or by statute or otherwise. No single or partial exercise by any party of any right, power, or remedy hereunder shall preclude any other or further exercise thereof.
11. If the Engineer employs two or more employees at any time during the life of this Agreement, he shall maintain adequate Worker's Compensation Insurance and Employer's Liability Insurance in at least such amounts as are required by law for all of its employees per Florida Statute Section 440.02. The Engineer shall provide certificates evidencing insurance coverage as required by this Agreement.
12. This Agreement sets forth the entire agreement between the parties and that there are no promises or understandings other than those stated herein. None of the provisions, terms and conditions contained in this Agreement may be added to, modified, superseded or otherwise altered, except by written instrument executed by the City Manager.

SIGNATURES ON FOLLOWING PAGE

ENGINEER SERVICES AGREEMENT WITH THE CITY OF RIVIERA BEACH

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

CITY OF RIVIERA BEACH

BY: 
THOMAS A. MASTERS
MAYOR

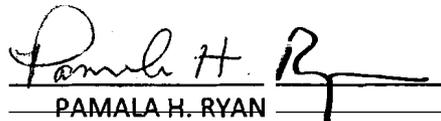
ENGINEER

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

ATTEST:

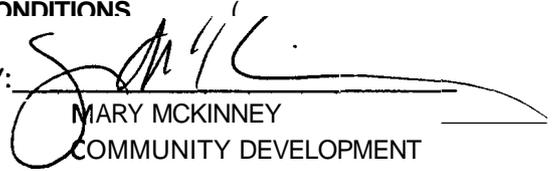
BY: 
CARRIE E. WARD
MASTER MUNICIPAL CLERK
CITY CLERK

APPROVED AS TO FORM AND LEGAL SUFFICIENCY

BY: 
PAMALA H. RYAN
CITY ATIORNEY

DATE: 1/28/08

**APPROVED AS TO TERMS AND
CONDITIONS**

BY: 
MARY MCKINNEY
COMMUNITY DEVELOPMENT
DIRECTOR

DATE: _____

RESOLUTION NO. 11-08

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF RIVIERA BEACH, PALM BEACH COUNTY, FLORIDA, AUTHORIZING WORK ORDER NO. 2 FOR FURTHER IMPLEMENTATION OF THE INFORMATION SYSTEMS MASTER PLAN DEVELOPMENT AND IMPLEMENTATIONS AND FURTHER, AUTHORIZING THE INTERIM FINANCE DIRECTOR TO MAKE PAYMENT TO PSD LLC FOR PROFESSIONAL SERVICES IN THE AMOUNT OF \$61,600.00 FROM THE INFORMATION SYSTEMS MASTER PLAN ACCOUNT NUMBER 001-0243-513-0-6351 AND PROVIDING AN EFFECTIVE DATE.

WHEREAS, the City of Riviera Beach approved RFP 148-06 and awarded the contract to PSD LLC; and

WHEREAS, approval of Work Order No. 2 provides for further implementation of RFP 148-06, including Asset Management, Work Management and Web-site Enhancements.

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 Work Order No.2 from PSD LLC in the amount of \$61,600.00 for further implementation of the Information Systems Master Plan Development and Technology.

SECTION 2. The Interim Finance Director is authorized to make payment for Work Order No.2 from the Information Systems Master Plan Account No. 001-0243-513-0-6351 .

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

PASSED and APPROVED this 6th day of February ,2008.

APPROVED:


THOMAS A. MASTERS
MAYOR

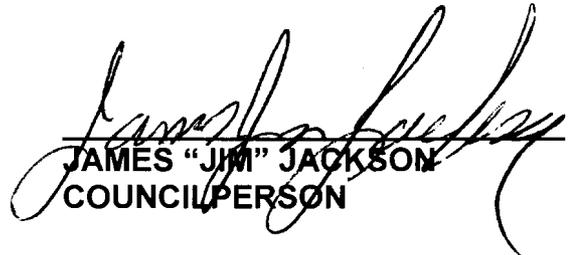

SHELBY L. LOWE
CHAIRPERSON

ATTEST:


CARRIE E. WARD
MASTER MUNICIPAL CLERK
CITY CLERK


LYNNE L. HUBBARD
CHAIR PRO TEM


N **E**


JAMES "JIM" JACKSON
COUNCILPERSON

MOTIONED BY: L. Hubbard

SECONDED BY: C. Thomas

S. LOWE aye

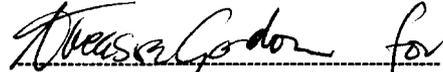
L. HUBBARD aye

C. THOMAS aye

N. DUNCOMBE aye

J. JACKSON aye

REVIEWED AS TO LEGAL SUFFICIENCY


PAMALA HANNA RYAN, CITY ATTORNEY
Date: 11/24/08

DATE: _____

RESOLUTION NO. 12-08 _ _ _

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 ONE (1) YEAR AGREEMENT TO PROVIDE POLICE SERVICES TO THE HOMEOWNERS ASSOCIATION OF THOUSAND OAKS; AUTHORIZING THE FINANCE DIRECTOR TO ACCEPT QUARTERLY PAYMENTS IN THE AMOUNT OF \$44,561.50 FOR A TOTAL OF \$178,246 FOR ONE YEAR; AUTHORIZING THE POLICE DEPARTMENT TEMPORARILY INCREASE THE COMPLEMENT OF POLICE OFFICERS BY TWO POSITIONS; AND PROVIDING AN EFFECTIVE DATE.

WHEREAS, at this time, the Homeowners Association of Thousand Oaks seeks to increase the security of its residents and property; and

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

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

WHEREAS, the Police Department requests authorization to temporarily increase the compliment of police officers by two (2) positions in order maintain normal staffing levels; and once the agreements have expired, these two (2) positions will be excluded from the police department budget through attrition.

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

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

SECTION 2: The Finance Director is authorized to accept quarterly payments in the amount of \$44,561.50 for a period of one (1) year said payments to be adjusted as contemplated by the agreement.

SECTION 3: The City Council authorizes the Police Department to temporarily increase the complement of police officers by two (2) positions.

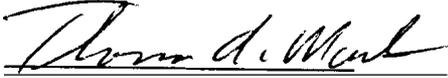
RESOLUTION NO. 12-08 -
PAGE 2

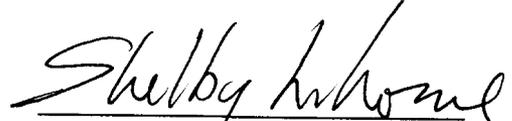
SECTION 4: This resolution shall take effect upon its passage and approval by the City Council.

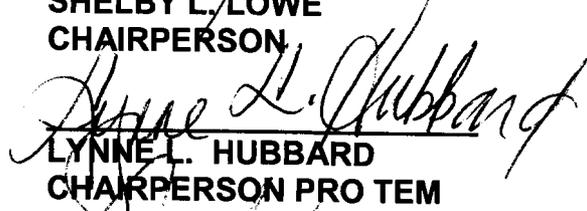
PASSED and **APPROVED** this 6th day of February, 2008.

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APPROVED:

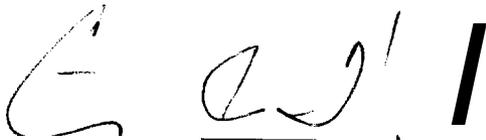

THOMAS A. MASTERS
MAYOR


SHELBY L. LOWE
CHAIRPERSON

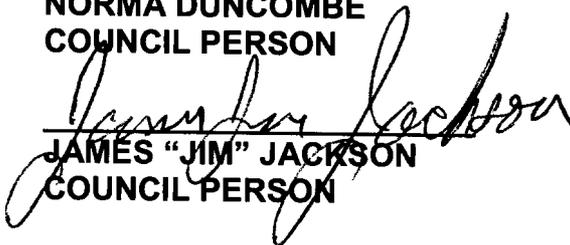

LYNNE L. HUBBARD
CHAIRPERSON PRO TEM


CEDRICK A. THOMAS
COUNCIL PERSON

ATTEST:


CARRIE E. WARD
MASTER MUNICIPAL CLERK
CITY CLERK


NORMA DUNCOMBE
COUNCIL PERSON


JAMES "JIM" JACKSON
COUNCIL PERSON

Motioned by: L. Hubbard

Seconded by: N. Duncombe

S. LOWE aye

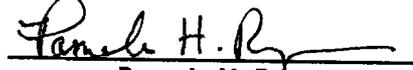
L. HUBBARD aye

C. THOMAS aye

N. DUNCOMBE aye

J. JACKSON aye

REVIEWED AS TO LEGAL SUFFICIENCY


Pamala H. Ryan
City Attorney

DATE 1/30/08

AGREEMENT FOR POLICE SERVICES

This Agreement is made the _____ day of _____, 2008, by and between the Homeowner's Association of Thousand Oaks, (hereinafter "Thousand Oaks"), and the City of Riviera Beach, a Florida municipal corporation (hereinafter "CITY"), **the City** constituting a public agency as defined in Part I of Chapter 163, Florida Statutes.

WITNESSETH:

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

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

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

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

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

- B. Specialized equipment to include, but not limited to, laptop computers, Mesh Network broadband wireless mobile devices, and mobile video cameras. These non-standard equipment items can be used to access NCIC / FCIC databases from a mobile device in the vehicle, in addition to viewing video from remote controlled cameras.
- C. At times other than during such tours of duty, and at least twice during a patrol shift, at irregular intervals, a uniformed officer in a marked patrol car will make a tour of the Thousand Oaks property, and make face-to-face contact with the on duty Security Officer.
- D. Thousand Oaks recognizes that there are times of emergency when the City may have to temporarily utilize the services of its assigned officers. The City agrees that in such event, the City will give Thousand Oaks as much notice as necessary to alleviate any hardship on Thousand Oaks. Emergencies



shall include but not be limited to hurricane preparation, rescue and recovery, civil disorders, and natural disasters.

4. City Responsibilities and Functions:

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

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

6. Payment. Thousand Oaks shall pay to the City, in exchange for the agreed upon levels of services required hereunder, the quarterly sum as indicated on the

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

7. Miscellaneous Provisions.

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

If to Thousand Oaks:

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

With a copy to:

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

If to City:

William E. Wilkins
City Manager
City of Riviera Beach
600 West Blue Heron Blvd.
Riviera Beach, FL 33404
(561) 840-3353 (wewilkin@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) 845-4017 (cityattorney@rivierabch.com)

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

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

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



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



IN WITNESS WHEREOF, the parties have hereto set their hands and seals
this 6TH day of FEBRUARY, 2008.

ATTEST:

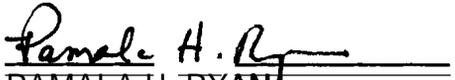

CARRIE E. WARD, MMC
CITY CLERK

CITY OF RIVIERA BEACH

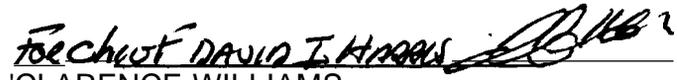
THOMAS A. MASTER
MAYOR

(CITY SEAL)

APPROVED AS TO FORM AND
LEGAL SUFFICIENCY

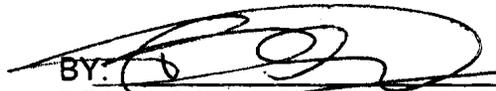

PAMALA H. RYAN,
CITY ATTORNEY

APPROVED AS TO TERMS AND
CONDITIONS


CLARENCE WILLIAMS,
POLICE CHIEF

DATED: 1/30/08

THOUSAND OAKS HOMEOWNERS
ASSOCIATION

BY: 
BRIAN COULTON-EDWARDS,
VICE PRESIDENT
THOUSAND OAKS HOMEOWNERS
ASSOCIATION

ATTEST:

SECRETARY/TREASURER

APPROVED AS TO FORM AND
LEGAL SUFFICIENCY

By:
THOUSAND OAKS HOMEOWNERS ASSOCIATION
CONSULTING ATTORNEY

DATED:

Interlocal Agreement

Thousand Oaks

Rate (per hour)	Hours (hours per year)	Base Salary (hours x rate)	Holiday Pay (rate x 11 Holidays)	Clothing (SIS x 52 weeks)	Workers Comp	FICA (Salary x .0765)	Life (flat rate)	Health/Dental (flat rate)	Retirement (35% of Salary & OT)	1st Year Standard Issue Equipment	Total Cost (Excluding Overtime)
22.00	2,160	47,520.00	1,936.00	780.00	2,400.14	3,635.28	156.00	8,834.00	16,632.00	7,229.61	89,123.03

Rate (per hour)	Hours (hours per year)	Base Salary (hours x rate)	Holiday Pay (rate x 11 Holidays)	Clothing (SIS x 52 weeks)	Workers Comp	FICA (Salary x .0765)	Life (flat rate)	Health/Dental (flat rate)	Retirement (35% of Salary & OT)	1st Year Standard Issue Equipment	Total Cost (Excluding Overtime)
22.00	2,160	47,520.00	1,936.00	780.00	2,400.14	3,635.28	156.00	8,834.00	16,632.00	7,229.61	89,123.03

First Year Cost \$178,246

Payment Schedule

Payment

#	Amount	Period Covered	Date
1	\$44,561.50	First Quarter	March 28, 2008
2	\$44,561.50	Second Quarter	June 30, 2008
3	\$44,561.50	Third Quarter	September 30, 2008
4	\$44,561.50	Fourth Quarter	December 31, 2008

THE CITY OF RIVIERA BEACH

JOB CODE#: 4005	JOB TITLE: POLICE OFFICER	
EEO CLASS: PROTECTIVE SERVICE	SUPERVISED BY: POLICE SERGEANT	
PAY GRADE: 13	DEPARTMENT: POLICE	DIVISION:
STATUS: NON-EXEMPT	LOCATION:	
DEPT. APPROVAL:	HR APPROVAL:	CITY MGR. APPROVAL.:
Date:	Date:	Date:

Job Summary

General duty police work in the protection of life and property through the enforcement of laws and ordinances. An employee in this class is responsible for the protection of life and property; for the prevention, detection and investigation of crime; and for maintaining law and order. Work involves an element of personal danger. Specific assignments are received from superior officers and are carried out in accordance with established rules and procedures, however, employees must be able to act without direct supervision in meeting emergencies; Work is reviewed through reports, inspection and observation of results obtained.

Supervision Received/Exercised

Work is performed under the general supervision of a Police Sergeant.

Essential Duties and Responsibilities

1. Effect an arrest, forcibly if necessary, using handcuffs and other restraints; subdues resisting suspects using maneuvers and weapons and resort to the use of hands and feet, and other approved weapons in self-defense or in defense of others.
2. Prepare investigative and other reports, including sketches, using appropriate grammar, symbols and mathematical computations.
3. Exercise independent judgment in determining when there is reasonable suspicion to detain, when probable cause exists to search and arrest and when force may be used and as to what degree.
4. Operate a law enforcement vehicle during both the day and the night; in emergency situations involving speeds in excess of posted limits, in congested traffic and in unsafe road conditions caused by factors such as fog, smoke, and rain.
5. Communicate effectively and coherently over law enforcement radio channels while initiating and responding to radio communications.
6. Gather information in criminal investigations by interviewing and obtaining the statements of victims, witnesses, suspects, and confidential informants.
7. Pursue fleeing suspects and perform rescue operations which may involve quickly entering and exiting law enforcement patrol vehicles; lifting, carrying and dragging heavy objects; climbing over and pulling up oneself over obstacles; jumping down from elevated surfaces; climbing through openings; jumping over obstacles, ditches and streams; crawling in confined areas; balancing on uneven or narrow surfaces and using body force to gain entrance through barriers.

8. Load, unload, aim and fire from a variety of body positions- handguns, shotguns and other agency firearms under conditions of stress that justify the use of deadly force and at levels of proficiency prescribed in *certification* standards.
9. Perform searches of people, vehicles, buildings and large outdoor areas which may involve feeling and detecting objects, walking for long periods of time, detaining people and stopping suspicious vehicles and persons.
10. Conduct visual and audio surveillance for extended periods of time.
11. Engage in law enforcement patrol functions that include such things as working rotating shifts, walking on foot patrol and physically checking the doors and windows of buildings to ensure they are secure.
12. Effectively communicate with people, including juveniles, by giving information and directions, resolving disputes and advising of rights and processes.
13. Demonstrate communication skills in court and other formal settings.
14. Detect and collect evidence and substances that provide the basis of criminal offenses and infractions that indicate the presence of dangerous conditions.
15. Endure verbal and mental abuse when confronted with the hostile views and opinions of suspects and other people encountered in an antagonistic environment.
16. Perform rescue functions at accidents, emergencies and disasters to include directing traffic for long periods of time, administering emergency medical aid, lifting, dragging and carrying people away from dangerous situations and securing and evacuating people from particular areas.
17. Process and transport prisoners using handcuffs and other appropriate restraints.
18. Extinguish small fires by using a fire extinguisher and other appropriate means.
19. Read and comprehend legal and non-legal documents, including the preparation and processing of such documents as citations, affidavits, warrants and photo line-ups.
20. Process arrests of suspects which may include taking their photographs and obtaining a legible set of linked fingerprint impressions.
21. When designated, train, care for, and use K-9 dog in patrol and other assignments.
22. Serve subpoenas and warrants; escort funerals and persons transporting money; assist children at street crossings and control pedestrian compliance with safety laws.
23. Escort prisoners to court; testify and present evidence in court.

Additional Duties and Responsibilities

Performs other related duties as assigned.

The duties listed above are intended only as illustrations of the various types of work that maybe performed. The omission of specific statements of duties does not exclude them from the position, if the work is similar, related or a logical assignment to the position.

Necessary Skills, Knowledge and Abilities

- Ability to analyze situations quickly and objectively and to *determine* proper course of action to be taken.
- Ability to cope with situations firmly, courteously and tactfully, and with respect for the rights of others.
- Ability to learn the geography of the City and its physical and social characteristics.
- Ability to understand and carry out oral and written instructions.
- Ability to read, write and speak effectively.
- Ability to meet physical requirements and standards.
- Ability to communicate effectively both orally and in writing.
- Ability to observe situations analytically and objectively and to report and record them clearly and completely.
- Ability to react quickly and calmly in emergencies.
- Ability to establish and maintain effective working relationships with associates and the general public.
- Ability to work shift schedules.

Minimum Education, Certification) and Experience Requirements

High school graduation or possession of an acceptable equivalency diploma. Completion of the Minimum Standards courses asset forth by the Florida Police Standards Council. Florida Law Enforcement Certification. Applicants must possess before the date of hire a valid Florida Driver's License with an liE" endorsement. There must not be more than five (5) points within the most recent three (3) year period; and no convictions related endorsement must be maintained during the tem; of employment.

Special Requirements

Must possess a Florida Law Enforcement Certification and a Valid Florida Driver's License. Random and reasonable suspicion drug and alcohol tests required. The City of Riviera Beach maintains a drug-free workplace policy and program, as established under the guidelines of the Federal Drug Free Workplace Act of 1988 and Section 440.102, Florida Statutes.

Selection Guidelines

Evaluation of education and experience; written test; oral interview; and staff evaluation.

Tools and Equipment Used

Gun, computer, fax machine, various software applications, vehicle, mobile, portable radio, laptop, taser, printer, regular and cellular telephone and any other equipment and tools designated by the Police depart. Protective suits for 610 hazard calls.

Physical Demands

The physical demands described here are representative of those that must be met by an employee to successfully perform the essential functions of this job. Reasonable accommodations may be made to enable individuals with disabilities to perform the essential functions.

Hand-eye coordination is necessary to operate guns, computers and various pieces of police and office/equipment.

While performing the duties of this job, the employee is regularly required to reach with hands and arms. The employee frequently is required to sit, stand, walk, and use repetitive motions of the wrists, hands and/or fingers, handle, feel or operate objects, tools, or controls. The employee is occasionally required to climb, balance, stoop, kneel, crouch, crawl, and talk or hear,

The employee must occasionally lift and/or move 15 to 45 pounds, raising objects from lower to higher positions, and moving objects horizontally from position-to-position.

Specific vision abilities required by this job include close vision, depth perception, and the ability to adjust focus.

Work Environment

The work environment characteristics described here are representative of those an employee encounters while performing the essential functions of this job. Reasonable accommodations may be made to enable individuals with disabilities to perform the essential functions.

While performing the duties of this job, the employee works inside and outside, in various weather conditions. The employee is occasionally exposed to noise, electrical energy, odors, slippery surfaces, uneven surfaces, wet and/or humid conditions, fumes or airborne particles, toxic or caustic chemicals, extreme cold, extreme heat, and vibrations. The noise level in the work environment is usually quiet in the office, and moderately noisy in the field.

Signature/Approval

Employee

Date

Immediate Supervisor

Date

Department Director

Date

RESOLUTION NO. 13-08

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF RIVIERA BEACH, PALM BEACH COUNTY, FLORIDA, AMENDING THE LEGISLATIVE DIVISION'S 2007 - 2008 FISCAL YEAR BUDGET BY DELETING ONE (1) CLASSIFIED POSITION OF STAFF ASSISTANT, SENIOR AND ADDING ONE (1) UNCLASSIFIED POSITION OF LEGISLATIVE AIDE AND PROVIDING AN EFFECTIVE DATE.

WHEREAS, it is deemed necessary to delete one (1) classified position of Staff Assistant, Senior in the Legislative Division to upgrade the capacity of staff support; and

WHEREAS, the job title of Legislative Aide will be commensurate with the duties desired to be performed for the Mayor and City Council; and

WHEREAS, in order to enact this reclassification, this resolution must approved by City Council.

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 position of Staff Assistant, Senior in the Legislative Division 2007 - 2008 Budget be deleted as follows:

JOB CLASSIFICATION LIST	POSITION	PAY GRADE	SALARY
GENERAL	STAFF ASST., SENIOR	10	\$34,126 \$52,895

RESOLUTION NO. 13-08
PAGE 2

SECTION 2. That the unclassified position of Legislative Aide be added to the Legislative Budget.

JOB CLASSIFICATION LIST	POSITION	PAY GRADE	SALARY
ADMINISTRATIVE	LEGISLATIVE AIDE	14	\$43,102 \$66,807

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

PASSED AND APPROVED this 6th day of February 2008.

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APPROVED:

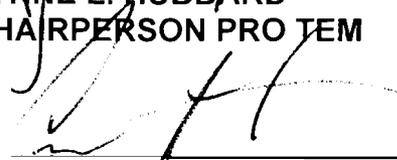

THOMAS A. MASTERS
MAYOR


SHELBY L. LOWE
CHAIRPERSON

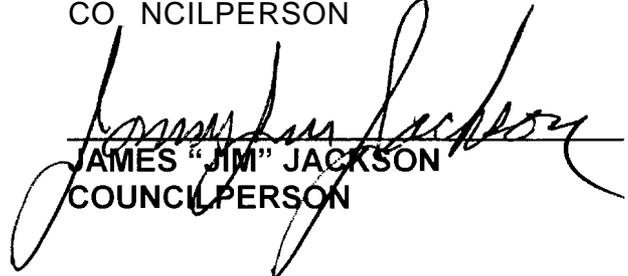
ATTEST:


CARRIE E. WARD
MASTER MUNICIPAL CLERK
CITY CLERK


LYNNE L. HUBBARD
CHAIRPERSON PRO TEM


EDRICK A. THOMAS
COUNCILPERSON


NORMA DUNCOMBE
COUNCILPERSON


JAMES "JIM" JACKSON
COUNCILPERSON

MOTIONED BY: L. Hubbard

SECONDED BY: J. Jackson

S. LOWE: aye

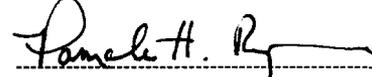
L. HUBBARD: aye

C. THOMAS: aye

N. DUNCOMBE: nay

J. JACKSON: aye

REVIEWED AS TO LEGAL SUFFICIENCY


PAMALA HANNA RYAN, CITY ATTORNEY

DATE: 1/30/08

RESOLUTION NO. 14-08

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 FIRST AMENDMENT TO THE INTERLOCAL AGREEMENT BETWEEN PALM BEACH COUNTY BOARD OF COUNTY COMMISSIONERS AND THE CITY OF RIVIERA BEACH FOR FUNDING FOR THE RIVIERA BEACH URBAN AREA SECURITY INITIATIVE (UASI) PROJECT IN THE AMOUNT OF \$150,000 AND PROVIDING AN EFFECTIVE DATE.

WHEREAS, the federal government created the Fort Lauderdale Urban Area Security Initiative (UASI) which consists of the core cities of Fort Lauderdale, Miramar, Hollywood, Pembroke Pines, and Miami Gardens; and

WHEREAS, the City of Miramar is the designated Fiscal Agent with the State of Florida, and

WHEREAS, the Fort Lauderdale UASI invited the Palm Beach County Board of County Commissioners and the Sheriff of Palm Beach County to participate in the Fort Lauderdale UASI as equal partners with its core cities; and

WHEREAS, the Board of County Commissioners, Palm Beach County and the City of Riviera Beach entered into an Interlocal Agreement to provide funding for the Riviera Beach Urban Area Security Initiative (UASI) Project in the amount of \$150,000 to be completed on or before January 31, 2008; and

WHEREAS, the City of Miramar has applied to the State of Florida for an extension of the term of the State Agreement in order to provide additional time for the completion of the projects, and

WHEREAS, the State of Florida has agreed, subject to execution of a written contract modification, to extend the State Agreement through June 30, 2009.

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

SECTION 1. The Mayor and City Clerk are hereby authorized to execute First Amendment to the Interlocal Agreement between Board of County Commissioners, Palm Beach County and the City of Riviera Beach for the aforementioned project.

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

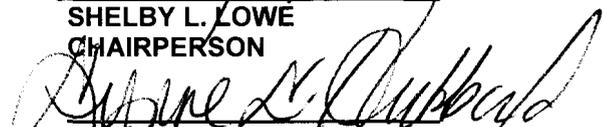
PASSED AND APPROVED this 6th day of February, 2008.

APPROVED:

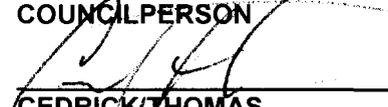

THOMAS A. MASTERS
MAYOR

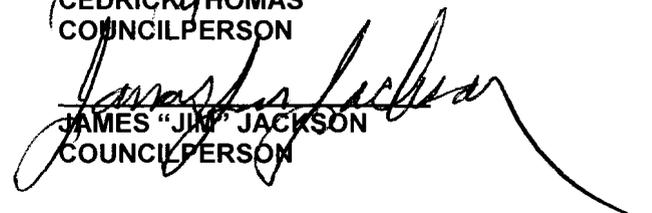
(MUNICIPAL SEAL)


SHELBY L. LOWE
CHAIRPERSON


LYNNE L. HUBBARD
CHAIR PRO-TEM


NORMA DUNCOMBE
COUNCILPERSON


CEDRICK THOMAS
COUNCILPERSON


JAMES "JIM" JACKSON
COUNCILPERSON

ATTEST


CARRIE E. WARD,
MASTER MUNICIPAL CLERK
CITY CLERK

MOTIONED BY: L. Hubbard _____

SECONDED BY: N. Duncombe

S. LOWE: aye

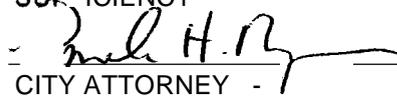
L. HUBBARD: aye

N. DUNCOMBE: aye

C. THOMAS: aye

J. JACKSON aye

REVIEWED AS TO LEGAL
SUFFICIENCY


CITY ATTORNEY -

CITY OF RIVERA BEACH

Date 1 / 6

~~MOTION FAILED~~

~~MOTION FAILED~~

~~MOTION FAILED~~

MOTION PASSED FEBRUARY 20, 2008

MOTION PASSED FEBRUARY 20, 2008

RESOLUTION NO. 15-08

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 FOR PROFESSIONAL SERVICES BETWEEN THE CITY OF RIVIERA BEACH AND ALCALDE & FAY, LTD., TO PROVIDE LOBBYIST REPRESENTATION AT THE FEDERAL LEVEL ON BEHALF OF THE CITY OF RIVIERA BEACH; COMPENSATION IS \$5,000 PER MONTH FOR SIX MONTHS; THE SAME TO BE PAID FROM PROFESSIONAL SERVICES - OTHER, ACCOUNT NUMBER 001-0203-519-0-3106; AND PROVIDING AN EFFECTIVE DATE.

WHEREAS, Alcalde & Fay, Ltd. has duly qualified experts in the field of public works, transportation, communications, water resources, housing, and Federal grant programs; and

WHEREAS, in the judgment of the City Council, it is necessary and desirable to employ the services of Alcalde & Fay, Ltd. to assist the CITY with public works, transportation, communications, water resources, housing, and Federal grant programs administered by the Federal government; and

WHEREAS, the terms of the contract is for six months commencing on February 1, 2008 to July 31, 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 City Council hereby authorizes the Mayor and City Clerk to execute an Agreement for Professional Services with Alcalde & Fay, Ltd., to provide lobbyist representation at the federal level on behalf of the City of Riviera Beach.

Section 2. That compensation is \$5,000 per month for six months commencing February 1, 2008 to July 31, 2008 and the City shall reimburse Alcalde & Fay, Ltd. for reasonable expenses incurred at cost in connection with the work performed; the amount is to be paid from Professional Services - Other, Account No. 001-0203-519-0-3106.

Section 3. That a copy of the Agreement shall be attached hereto and made a part of this Resolution.

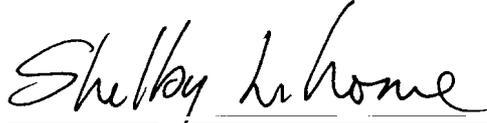
Section 4. This Resolution shall take effect immediately upon passage and approved by the City Council.

MOTION FAILED
~~PASSED AND ADOPTED~~ THIS 6TH DAY OF FEBRUARY, 2008.

APPROVED:


THOMAS A. MASTERS
MAYOR

(MUNICIPAL SEAL)


SHELBY L. LOWE
CHAIRPERSON


LYNNE L. HUBBARD
CHAIR PRO-TEM

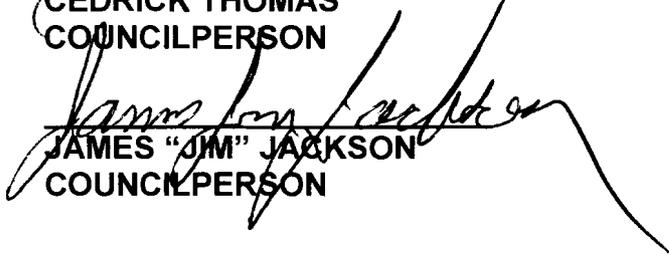

NORMA DUNCOMBE
COUNCILPERSON

ATTEST


CEDRICK THOMAS
COUNCILPERSON



CARRIE E. WARD,
MASTER MUNICIPAL CLERK
CITY CLERK


JAMES "JIM" JACKSON
COUNCILPERSON

MOTIONED BY: L. HUBBARD

SECONDED BY: C. THOMAS

S. LOWE: AYE

L. HUBBARD: AYE

N. DUNCOMBE: NAY

C. THOMAS: NAY

J. JACKSON: NAY

REVIEWED AS TO LEGAL
SUFFICIENCY


CITY ATTORNEY
CITY OF RIVIERA BEACH
Date 1/30/08

MOTION PASSED
PASSED AND ADOPTED THIS 20th DAY OF FEBRUARY, 2008

01/28/08

RESOLUTION NO. 16-08

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF RIVIERA BEACH, PALM BEACH COUNTY, FLORIDA, APPROVING AN EXCHANGE OF TWO (2) CITY OWNED LOTS ON WEST 21ST STREET FOR TWO (2) LOTS OWNED BY THE AVENUE S CHURCH OF CHRIST FOR THE PURPOSE OF CHURCH RECONSTRUCTION AND COMPLIANCE WITH CITY LAND DEVELOPMENT REGULATIONS AND AUTHORIZING THE MAYOR AND CITY CLERK TO EXECUTE DEEDS CONVEYING THE TWO (2) PROPERTIES AND ACCEPTING THE CHURCH'S TWO (2) PROPERTIES AND PROVIDING FOR AN EFFECTIVE DATE.

WHEREAS, the City of Riviera Beach currently owns two (2) vacant lots on West 21st Street acquired in 2005 for the City's Affordable Housing Program; and

WHEREAS, the Avenue S Church of Christ is planning to reconstruct and expands its church facilities and must comply with the City's Land Development Regulations for additional parking, drainage, and landscaping; and

WHEREAS, in order to proceed and meet those requirements, the Church is in need of additional land to accommodate the reconstruction and expansion to satisfy the City's requirements; and

WHEREAS, the Avenue S Church of Christ is offering to exchange two (2) lots it acquired on West 31st Street and West 37th Street for two (2) owned by the City of Riviera Beach on West 21st Street; which would provide adequate area for the required improvements; and

WHEREAS, both the City Council and Avenue S Church of Christ mutually agree to conduct an equal exchange of lots; and

WHEREAS, the lots that are being exchanged are equitable in fair market value, and assessed value as well as size.

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

SECTION 1. The City Council approves the exchange of two (2) city owned lots on West 21st Street for two (2) lots owned by the Avenue S Church of Christ.

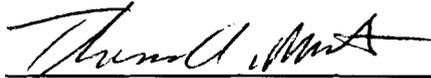
SECTION 2. The City Council agrees to accept the conveyance of the two (2) lots from Avenue S Church of Christ.

SECTION 3. The Mayor and City Clerk are authorized to execute Deeds conveying the two (2) lots to Avenue S Church of Christ.

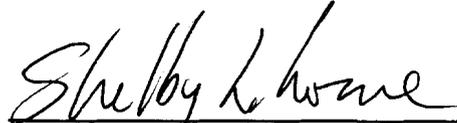
SECTION 4. This Resolution shall become effective upon its passage and approval by the City Council.

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APPROVED:



THOMAS A. MASTERS
MAYOR



SHELBY L. LOWE
CHAIRPERSON

ATTEST:



CAR WARD
MASTER MUNICIPAL CLERK
CITY CLERK



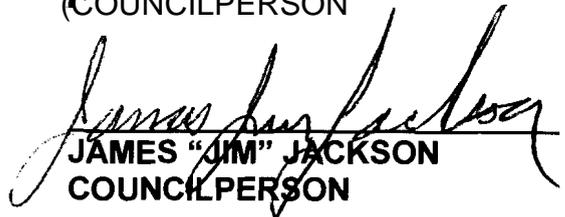
LYNNE L. HUBBARD
CHAIR PRO TEM



NORMA DUNCOMBE
COUNCILPERSON



CEDRICK A. THOMAS
COUNCILPERSON



JAMES "JIM" JACKSON
COUNCILPERSON

MOTIONED BY: L. Hubbard

SECONDED BY: C. Thomas

S. LOWE aye

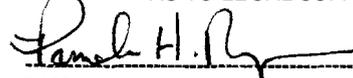
L. HUBBARD aye

C. THOMAS aye

N. DUNCOMBE aye

J. JACKSON aye

REVIEWED AS TO LEGAL SUFFICIENCY



PAMALA HANNA RYAN, CITY ATTORNEY

DATE: 1/30/08

RESOLUTION NO. 17-08

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF RIVIERA BEACH, PALM BEACH COUNTY, FLORIDA, AUTHORIZING SETTLEMENT IN THE MATTER OF DARDEN VS. THE CITY OF RIVIERA BEACH, CASE NO. 2007CA003701XXXXMB AA, IN THE 15TH JUDICIAL CIRCUIT IN AND FOR PALM BEACH COUNTY, FLORIDA; AUTHORIZING THE FINANCE DEPARTMENT TO MAKE PAYMENT FROM THE APPROPRIATE BUDGETARY ACCOUNTS AND AUTHORIZING GALLAGHER BASSETT TO MAKE PAYMENT IN THE AMOUNT OF \$14,000.00 FOR LT. DARDEN'S ATTORNEY'S FEES AND COSTS; AND PROVIDING AN EFFECTIVE DATE.

WHEREAS, Lt. William "Boone" Darden filed a lawsuit against the City alleging a violation of the Policeman's Bill of Rights, claiming that the City failed to timely complete an Internal Affairs Investigation; and

WHEREAS, Darden and City representatives met in a court ordered mediation on December 10, 2007, and agreed, subject to City Council approval, to amicably resolve the lawsuit and any and all claims directly or indirectly related to Darden's employment; and

WHEREAS, the parties, after mediation and a closed executive session held with the City Council, have agreed to settle the matter.

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

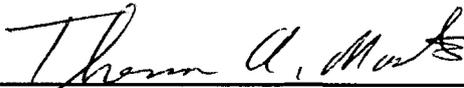
SECTION 1. That the City Council hereby authorizes settlement in the matter of Darden vs. the City of Riviera Beach, Case No. 2007CA003701XXXXMB AA, as set out in the "Mediated Settlement Agreement and Full and Final Release," attached hereto.

SECTION 2. That the Finance Department is authorized to make payment as contemplated by the Agreement from the appropriate budgetary accounts.

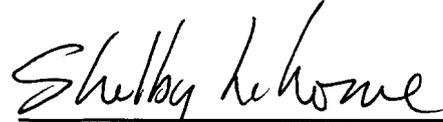
SECTION 3. That Gallagher Bassett is authorized to make payment in the amount of \$14,000.00 for Darden's attorney's fees and costs.

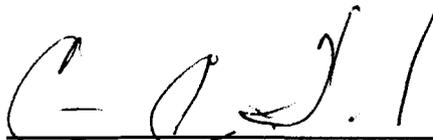
SECTION 4. That this resolution shall take effect immediately upon its passage and approval by the City Council.

APPROVED:



THOMAS A. MASTERS
MAYOR





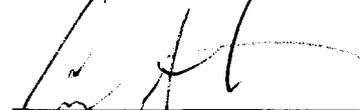
RIE E. WARD



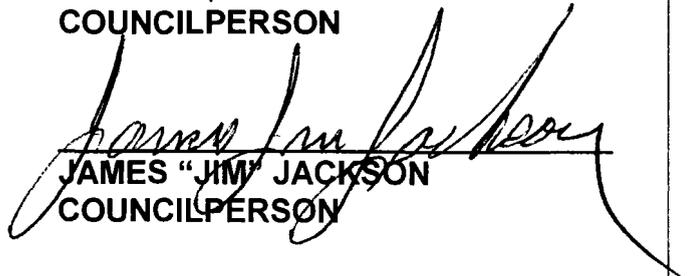
LYNNE L. HUBBARD
CHAIR PRO TEM



NORMA DUNCOMBE
COUNCILPERSON



CEDRICK A. THOMAS
COUNCILPERSON



JAMES "JIM" JACKSON
COUNCILPERSON

MOTIONED BY: L. Hubbard

SECONDED BY: C. Thomas

S. LOWE aye

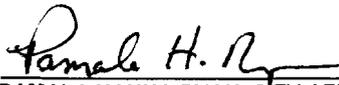
L. HUBBARD aye

N. DUNCOMBE aye

C. THOMAS aye

J. JACKSON aye

REVIEWED AS TO LEGAL SUFFICIENCY



PAMALA HANNA RYAN, CITY ATTORNEY

DATE: 2/1/08

MEDIATED SETTLEMENT AGREEMENT
AND FULL AND FINAL RELEASE

This Settlement Agreement serves to resolve all claims directly and indirectly related to or arising from the civil lawsuit styled WILLIAM BOONE DARDEN, JR ("DARDEN") v. CITY OF RIVIERA BEACH ("CITY"), a Florida Municipality (Case No. 2007 CA 003701 XXXX MB AA) filed with the Circuit Court Of The Fifteenth Judicial Circuit In and For Palm Beach County, Florida (the "lawsuit"), as more fully described below and as stated in the incorporated Full and Final Release of all claims and damages, including enforcement costs and reasonable attorney's fees. This Settlement Agreement is made this ____day of _____, 2008, by and between the plaintiff of the lawsuit, WILLIAM BOONE DARDEN, JR., an individual (hereinafter referred to as "DARDEN"), and the CITY OF RIVIERA BEACH, a Florida Municipality (hereinafter referred to as "CITY").

WHEREAS, in 2007, DARDEN filed the lawsuit against the CITY alleging a violation of the Policeman's Bill of Rights, claiming that the CITY failed to timely complete an Internal Affairs Investigation; and

WHEREAS, DARDEN and the CITY representatives met in a court ordered mediation on December 10, 2007, and agreed, subject to City Council approval, to amicably resolve the lawsuit and any and all claims directly or indirectly related thereto and claims directly or indirectly to DARDEN's employment.

NOW THEREFORE, DARDEN and the CITY, intending to be legally bound, for good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, do hereby agree as follows:

1. The purpose of this Mediated Settlement_Agreement and Full and Final Release is to fully and finally resolve any and all prior and existing disputes and controversies between the parties and to terminate any and all claims DARDEN, or any of his heirs, executors, administrators or successors now has or may have against the City of Riviera Beach, including but not limited to, the City of Riviera Beach's current or former employees, agents, attorneys, officers, or representatives - in both their official and individual capacities (herein collectively referred to as "CITY") directly or indirectly related to or arising from DARDEN's employment and/or the lawsuit referenced herein.

2. The parties agree to the settlement of any and all claims for damages including, but not limited to any and all costs and attorney's fees, on the following terms:

- a. DARDEN agrees to retire effective April 2, 2008. DARDEN agrees to timely submit all appropriate documents to effectuate said retirement, including, but not limited to, signing the attached Exhibit "A".
- b. DARDEN shall be on paid leave effective December 11, 2007 until April 2, 2008. Darden will exhaust all excess vacation and other leave during this period of leave (December 11, 2007 through April 2, 2008). Excess is defined as all accrued leave beyond the maximum payable to him upon retirement.
- c. CITY shall pay health and dental insurance for DARDEN solely (and not family coverage) through April 2, 2009.
- d. CITY shall file in DARDEN's personnel file this Agreement and the CITY shall file in DARDEN's personnel file and his Internal Affairs file the appropriate document reflecting that the subject incident of August 8, 2006 was "resolved without further action."
- e. CITY shall pay attorney's fees and costs of \$14,000 within twenty (20) days of approval by the City Council to the "Trust Account of Fredrick W. Ford, Esquire."

- f. DARDEN shall turn in all City property, within five (5) days after the execution of this Agreement by both parties, at which time he shall remove all of his personal property from the City.
3. The parties will file with the Circuit Court a joint motion and proposed order for dismissal of the lawsuit with prejudice.
4. DARDEN does hereby, unconditionally and irrevocable release and forever discharge the CITY, including, but not limited to, the CITY's current or former employees, agents, attorneys, parents, subsidiaries, affiliates, officers, directors, successors, assigns, or representatives (in both their official and individual capacities) from any and all causes of action, claims, grievances, suits, sums of money, or demands whatsoever, known or unknown, at law, in equity, or before any agency or commission of any local, state or federal government, including, but not limited to, claims, causes or action or claims arising, alleged to have arisen, or which might have been alleged to have arisen, or which may arise, under any law including, but not limited to, federal, state, county or municipal anti-discrimination laws including, but not limited to, the Public Employees Relations Act, Title VII of the Civil Rights Act of 1964, 42 U.S. Code 2000 et seq., the Civil Rights Act of 1991, 42 U.S. Code Sections 1981 through 1988, the Employee Retirement Income Security Act of 1974, the Americans with Disability Act, the Rehabilitation Act of 1973, the Florida Civil Rights Act of 1992, the Fair Labor Standards Act, the Family Medical Leave Act, the Equal Pay Act, the Worker Adjustment and Retraining Notification Act, any state or federal whistleblower law, or any other law, rule, regulation, or ordinance, including but not limited to, any claims under any public policy, contract, or common law, including but not limited to, any tort claims (e.g. negligent or intentional infliction of emotional distress, defamation, assault, battery, false imprisonment, wrongful termination, etc.), any claim for unpaid wages or overtime, or any

federal or state constitutional or statutory claims that DARDEN, ever had, now has, or which his heirs, executors, administrators, or assigns, or any of them, hereafter can, shall, or may have for or by reason of any cause whatsoever, including but not limited to, all issues involving the negotiation and execution of this Full and Final Release. DARDEN acknowledges that the waiver and release provisions of Full and Final Release also bars any claim or demand for costs, fees or other expenses including, but not limited to attorney's fees incurred or claimed in connection with any claims he may have against the CITY. DARDEN further acknowledges and agrees that the listing of claims waived in this paragraph is intended to be illustrative rather than exhaustive.

However, the parties acknowledge and agree that this Full and Final Release does not release any claims arising under the Workers Compensation laws of the State of Florida. Without releasing any workers compensation claims, DARDEN acknowledges that he did not suffer any occupational illness or injury as a result of his employment with the CITY. Accordingly, DARDEN acknowledges and agrees that this Full and Final Release constitutes a full and final bar to any and all claims of any type that he had or presently has against the CITY, as of the date of the signing of this agreement.

DARDEN states and acknowledges that he has entered into this Full and Final Release knowingly, voluntarily and of his own free will, that he has had the opportunity to consult an attorney or other advisor prior to executing this Full and Final Release, and that he fully understands and agrees with all of the terms of this Full and Final Release. DARDEN acknowledges that he has had a sufficient amount of time to consider this Full and Final Release, in accordance with all federal and state laws, prior to his execution of this Release. Specifically, DARDEN acknowledges that, in accordance with the A.D.E.A. he had a sufficient amount of

time (at least 21 days) to consider this Release; he further acknowledges that he has seven (7) days from the date of execution of this Release to revoke this Release.

5. It is understood and agreed by the parties that this Settlement Agreement does not constitute an admission by either party of any allegation in the lawsuit or related to the lawsuit or of any violation of any laws, ordinances, rules, policies or regulations.

6. Each party binds itself and its partners, successors, executors, administrators and assigns to the other parties of this Settlement Agreement and to the partners, successors, executors, administrators, and assigns of such other parties, in respect to all covenants, provision or obligation of this Settlement Agreement. Nothing herein shall be construed as creating any personal liability on the part of any officer, employee, agent or representative of the City related to the settlement of the lawsuit.

7. If any legal action or other proceeding is brought for the enforcement of this Settlement Agreement, or because of an alleged dispute, breach, default of misrepresentation in connection with any provision of this Settlement 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 awarded 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.

8. This Settlement Agreement shall be construed in accordance with the laws of the State of Florida, as applicable and venue for any action relating to this Settlement Agreement shall be in Palm Beach County, Florida.

9. If any term or provision of this Settlement Agreement, shall, to any extent, be held invalid or unenforceable, the remainder of this Settlement Agreement shall not be

affected, and every other term and provision of this Settlement Agreement shall be deemed valid and enforceable to the extent permitted by law.

10. The parties agree that this Settlement 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 Settlement Agreement may be added, modified, superseded or otherwise altered, except by written instrument executed by all the parties hereto.

11. This Settlement Agreement shall not be construed more strongly against any party regardless of who was more responsible for its preparation.

12. DARDEN states and acknowledges that he has entered into this Settlement Agreement and Full and Final Release knowingly, voluntarily and of his own free will, that he has been provided with the opportunity to consult an attorney prior to executing this Settlement Agreement and Full and Final Release, and that after due consideration he fully understands and agrees with all of the terms of this Settlement Agreement and Full and Final Release.

13. This agreement and release shall become effective for both parties only upon the approval of the City Council.

IN WITNESS WHEREOF, and in consideration for the mutually related promises and intending to be legally bound thereby, the parties, DARDEN and the CITY, have caused their hand and seal to be set on this Settlement Agreement and Full and Final Release.

Wm. Boone Darden, Jr.
WILLIAM BOONE DARDEN, JR

1/31/08
Date

State of Florida

County of Palm Beach

SWORN TO, SUBSCRIBED AND ACKNOWLEDGED before this 31st day of January, 2008, by WILLIAM BOONE DARDEN, JR and who is personally know to me or who has produced _____ respectively as identification.

Notary Public:

My commission expires:

APPROVED:

William E. Wilkins
WILLIAM E. WILKINS
CITY MANAGER

RESOLUTION NO. 18-08

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 BLACK ENTERTAINMENT TELEVISION (BET) TO HOST THE 2008 SPRING BLING EVENT; AUTHORIZING THE INTERIM FINANCE DIRECTOR TO ALLOCATE GENERAL FUND BALANCE FOR THE EVENT IN THE AMOUNT OF \$75,000.00 AND SETTING UP A BUDGET FOR THE SAME; AUTHORIZING STAFF TO APPLY FOR FUNDING FROM THE TOURIST DEVELOPMENT COUNCIL IN THE AMOUNT OF \$75,000.00 CONTINGENT UPON APPROVAL OF THE AGREEMENT WITH BET; AND PROVIDING AN EFFECTIVE DATE.

WHEREAS, the City and BET held Spring Bling 2007 on the municipal beach in Riviera Beach; and

WHEREAS, the event was a success for the City and BET; and

WHEREAS on August 2007, the City Council approved a request by the Palm Beach County Film and Television to extend an invitation to BET to return to the City of Riviera Beach; and

WHEREAS, BET accepted the invitation from the City of Riviera Beach to host the 2008 Spring Bling Event.

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

Section 1: The agreement with Black Entertainment Television (BET) is hereby approved.

Section 2: The Mayor and City Clerk are authorized to execute the agreement attached hereto.

Section 3: The Interim Finance Director is authorized to appropriate General Fund Balance in the amount of \$75,000.00 to cover costs associated with hosting the 2008 Spring Bling Event and set up a budget for same as follows:

Revenue: 138-00-381001	Transfer from General Fund	\$75,000.00
	Vending and Parking	<u>\$16,300.00</u>
	Total	\$91,300.00
Expenditures: 138	BET (turtle mitigation)	\$25,000.00
	Personnel (Police)	\$60,000.00
	Other Operating Cost	<u>\$6,300.00</u>
	Total	\$91,300.00

Section 4: Staff is hereby authorized to apply for the Tourist Development Council Special Project Grant.

Section 5: This resolution shall take effect upon its passage and adoption by the City Council.

(This space left blank intentionally)

APPROVED:



THOMAS A. MASTERS

MAYOR



SHELBY L. LOWE

CHAIRPERSON

ATTEST:



CARRIE E. WARD,
MASTER MUNICIPAL CLERK
CITY CLERK



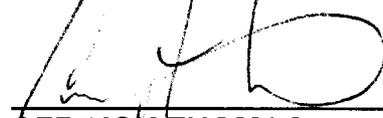
LYNNE L. HUBBARD

CHAIR PRO TEM



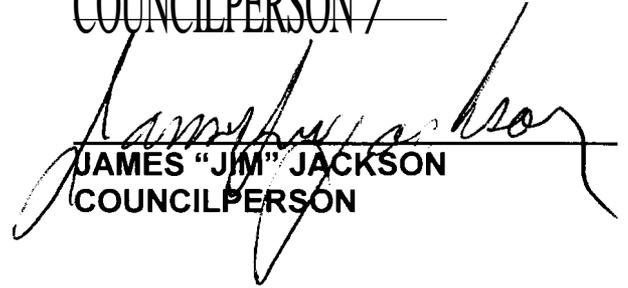
N. DUNCOMBE

COUNCILPERSON



GEDRICK THOMAS

COUNCILPERSON



JAMES "JIM" JACKSON

COUNCILPERSON

MOTIONED BY: N. Duncombe

SECONDED BY: L. Hubbard

S. LOWE aye

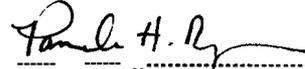
L. HUBBARD aye

C. THOMAS aye

N. DUNCOMBE aye

J. JACKSON aye

REVIEWED AS TO LEGAL SUFFICIENCY



PAMALA HANNA RYAN, CITY ATTORNEY

DATE: 2/4/08

AGREEMENT BETWEEN THE CITY OF RIVIERA BEACH AND
BLACK ENTERTAINMENT TELEVISION

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

WHEREAS, BET desires to engage the City to provide for the use of a portion of the Municipal Beach located on Singer Island, as set forth in the site plan attached hereto as Exhibit "A" (the "*Venue*") to be used in connection with the production and taping of BET's program entitled "Spring Bling" scheduled for March 28-30, 2008 (the "*Program*"); and

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

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

I. CITY OBLIGATIONS.

A. City shall:

1. Except for the area identified as "Protected Dunes" in Exhibit "A", provide BET with total and unrestricted access to the Venue from Monday, March 24, 2008 to Monday, March 31, 2008.
2. Provide a shuttle service to and from the Venue for the Program audience from an off-site parking area(s), unless BET contracts directly with BET's chosen vendor. The off-site parking area(s) shall be selected by the City. The off-site parking area(s) shall be provided free to BET; however, the City reserves the right to charge the Program audience up to six dollars (\$6.00) per day for parking. The shuttle service shall be provided free to BET; however, the City reserves the right to charge a one-way fee of two dollars (\$2.00) to the Program audience for such shuttle service to and from the event site.
3. In order to accommodate the Program, the City agrees to temporarily close agreed upon public rights-of-ways from March 24, 2008 at 8 p.m. until 9 a.m. on March 31, 2008, to be identified by the proper City representative in conjunction with the security contractor for BET and Donna Foster-Dotson or Wayne Brooks of BET. Time and date are subject to revisions, as long as such revisions are agreed to by both parties.
4. Assign one hundred fifty (150) parking spaces at or near the Venue for BET staff,

sponsors and representatives (as shown on Exhibit "A" for "Staff Parking") along with appropriate personnel to coordinate parking both at or near the Venue and the off-site parking area. Once the "Staff Parking" as shown on Exhibit "A" is full, the parking area for such parking will be closed. The remainder of the parking area will be reserved by the City for other personnel, vendors and patrons.

5. Use best efforts to secure approximately ten (10) vendor(s) approved by BET to provide concession services at the Venue. Said vendors may be located on the inside and/or the outside of the Venue as agreed upon by both parties. However, should it be determined by another governmental agency or entity having jurisdiction over said vendors that the vendors may not be inside the Venue, the City will provide accommodations for said vendors directly outside the Venue and will provide public works assistance to support said vendors outside the Venue. BET's approval of these vendors shall not be unreasonably withheld.
6. Provide helicopter landing pad (if needed) at or near the City's Police Department. Assist BET in determining the location for BET to set up barricades being provided by BET at or near the Venue.
7. Provide and pay for all fencing as it relates to the entire Venue. City shall provide fencing, including but not limited to the amount, placement and type of fence, as directed by Donna Foster-Dotson or BET's designee. Install fencing (at least eight (8) feet in height) around the Venue as designated on Exhibit "A" in red and shall remove the fencing after completion of the Program. City shall also install rope and stanchion to secure the "Protected Dunes" shown on Exhibit "A" and ensure no individuals are permitted access to said "Protected Dunes". Prior to the installation of the fence, rope and stanchion, City shall verify by an underground survey all utility lines that may be present at or near the Venue. In addition, provide adequate barricades for the Program at the location within the Venue as directed by BET. Per Exhibit A, all red lines represent eight (8)-foot fencing, all red lines with white inlay represent wooden/plastic barricades for street closures, yellow lines represent rope and wood post, white lines represent four (4) foot bike rack and green lines represent eight (8) foot swing fencing.
8. Provide six (6) lifeguards from 11a.m. to 8p.m. from March 28 through March 30, 2008.
9. Provide adequate police and police escorts, fire and EMS personnel necessary to properly protect the public. "Adequate" for purposes of this provision shall be determined in the sole discretion of the City. Notwithstanding the City's sole discretion in determining "Adequate", the City will consult with BET's security contractor, BET personnel and BET's designees regarding Adequate protection of the public and the event.
10. Will compact the ground in the talent area housing the talent and install artificial green turf down on the area as designated by BET.

11. Waive the cost for all City permits related to BET's use of the Venue and any permits related the filming of the Program.

II. BET OBLIGATIONS.

A. BET shall:

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

provided in conjunction with the Program, except as set forth herein. City shall have no responsibilities to any performing rights licensing organization for any performances during the Program.

11. Provide clean up of the Venue and adjacent areas, including but not limited to, the parking area at or near the Venue, during and after the Program.
12. Prohibit all pets from entering the Venue, whether on leash or otherwise. The only exception will be police dogs on duty and dogs designated for assisting the disabled.
13. Provide no more than one hundred fifty (150) vehicle decals to BET staff, sponsors and representatives for access to designated parking at or near the Venue.
14. Provide adequate private security within the Venue. "Adequate" for purposes of this provision shall be determined in the sole discretion of BET. Notwithstanding BET's sole discretion in determining "Adequate", BET will consult with the City's Police Officials, City personnel and City's designees regarding Adequate protection of the public and the event. BET's security guards shall be unarmed unless otherwise approved by the City's Police Department. While the City makes no warranties as to any obligation to provide security for or in the Venue outside of standard public safety and security measures supplied by the City in general, any and all security issues shall be under the authority of the City's police department. BET shall consider increasing the level of private security being provided by BET within the Venue, at BET's sole discretion, if requested to do so by the City. The private security shall be obtained from an insured and bonded company licensed and authorized to do business in the State of Florida.
15. Provide metal detectors at the audience entrance identified on Exhibit "A".
16. Provide City's representative with two (2) copies of BET scheduled events for the Program and detailed copies of event floor plan, which shall be updated by BET as promptly as is reasonably possible upon the addition of any new items. A final detailed event floor plan for the Program should include the locations of any tents, port-o-lets, parking, stages, booths, etc. and the times when such will be constructed and dismantled. Such floor plan shall be reviewable by the appropriate City departments. Any further material changes made to the final floor plan after review by the City departments must be reviewed by the City. BET shall not conduct any other events or conduct any other business at or near the Venue except that which is authorized in this Agreement and contained within the copies provided of BET scheduled events for the Program.
17. No more than five (5) days prior to the Program, meet with the City's representative to inspect and document the condition of the Venue. Prior to the opening of the Program, meet with the City's representative to conduct a final inspection of the Venue to ensure that the location of booths, stages, port-o-lets, etc. are in accordance with the floor plan.

18. Obtain pre-approval from City for all signs, banners, posters and flags before posting at or near the Venue, such approval shall not be unreasonably withheld.
19. Provide City's representative with the name and telephone number of a management person of BET who will be on call, at all times from March 24 to March 31, 2008, for emergencies or other matters related to the operations at the Venue and the Program. This management person of BET shall ensure that all BET staff, sponsors and representatives are courteous and cooperative and present a neat, clean and professional appearance at all times.
20. Provide City's representative with the name and cell phone numbers of all key responsible staff members who will be present at the Venue during the Program.
21. Provide City's representative with copies of all appropriate permits and licenses required by the City upon request.
22. Make best efforts to conduct its operations and the Program in an orderly manner so as not to annoy, disturb or be offensive to other patrons or residents near the Venue.
23. At its own expense, return the Venue to the City in as good condition as it was prior to being provided access thereto, including, but not limited to, repairing any and all damage to the Venue. BET will be responsible for only those damages that are caused in connection with the Program and under the terms of this Agreement. BET agrees to repair or replace within forty-eight (48) hours after the Program, or within such additional time as may be granted by the City Manager or the City Manager's designee, any damage caused to any City-owned property provided for the use of BET under the terms of this Agreement. If, after forty-eight (48) hours after the conclusion of the Program, such repairs are not made or an extension to make such repairs is not granted, the City may make such repairs and BET shall within a reasonable time period reimburse the City for its costs in doing so.
24. Make best efforts to ensure no alcoholic beverages and no illegal substances are brought into the Venue.
25. Make best efforts to ensure no person remains in the Venue overnight, except for on-duty security and BET staff, sponsors or representatives.
26. Provide appropriate staff to coordinate talent parking, talent drop-off, talent and staff entrance and talent green rooms shown on Exhibit "A".
27. Within the Venue provide all custodial service; all lighting, equipment and generators to support such lighting and equipment; trash dumpsters; and portable toilets.
28. Use reasonable efforts to include in announcements during the Program regarding the Program location and Venue, the City's slogan, "The City of Riviera Beach, Palm Beach County, Florida, The Best Waterfront City in which to live, work and

play."

29. Promote the City of Riviera Beach on BET's basic cable television network through the use of a thirty (30) second promotional video of the City of Riviera Beach. The City shall prepare and submit such promotional video to BET for its approval, which approval shall not be unreasonably withheld. The promotional video must meet BET's quality control standards and standards and practices prior to airing on the BET network. The promotional video shall run on BET's basic cable television network at least once per each initial airdate of the Program by BET on BET's basic cable television network.
30. BET recognizes that the City is applying for a Tourist Development Council Special Projects Grant in the amount of Seventy Five Thousand Dollars (\$75,000), to be used towards the City's cost of hosting the Event and for the environmental mitigation of the turtle population on the beach. BET, may, in its sole discretion, decide to provide the City with receipts and other relevant documentation of costs expended related to environmental mitigation, and if said costs are approved by the City, BET will be reimbursed up to Fifteen Thousand Dollars (\$15,000) of the grant funds. In the event that the City's revenues exceed the City's expenses, the City will increase the amount of reimbursement as it relates to the environmental mitigation.

III. CONSIDERATION. In consideration of the rights granted and the obligations performed by City herein, BET agrees to publicize its Program's location as the City of Riviera Beach, FL, and to perform the BET obligations as set forth herein. In consideration of BET's publicizing the City of Riviera Beach, the City agrees to provide the Venue for BET's Program and to perform the City obligations as set forth herein. The obligations, rights and services provided by the City are estimated to have a value equivalent to Sixty Five Thousand DoUar (\$65,000.00).

IV. TERM. The term of this Agreement shall commence on the date last executed below and expire on March 31, 2008 or upon completion of services as set forth herein, unless terminated earlier as set forth herein ("Term"). Both parties recognize that BET's failure to obtain all necessary licenses or permits prior to the event will relieve both parties of their performance obligations under this Agreement.

V. TERMINATION.

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

B. In addition, BET may immediately terminate this Agreement for breach of any material provision of this Agreement by City, or if City is unable to fulfill its obligations hereunder due to interference from or conflict with City's commitments with third parties; and BET shall thereupon have no further obligation to City.

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

VI. REPRESENTATIONS AND WARRANTIES.

A. City hereby represents and warrants to BET that:

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

B. BET hereby represents and warrants to City that:

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

4. BET shall duly license and receive authorization for all copyrighted material being used in the Program;
5. BET shall fulfill all obligations set forth in this Agreement in a professional manner and in accordance with the terms of this Agreement; and,
6. The City will not be obligated to make any payments or to pay any consideration to BET or to any third party in connection with this Agreement.

VII. INDEMNIFICATION.

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

B. BET further agrees to indemnify and save harmless and defend the City, its officials, agents, servants, and employees from and against any and all claims, liability, losses, and/or causes of action which may arise from any negligent act or omission of BET, its agents, servants, or employees in the performance of services under this Agreement. Nothing contained herein shall be construed or interpreted as consent by the City to be sued, nor as a waiver of sovereign immunity beyond the waiver provided in Section 768.28, Fla. Stat.

C. City agrees to indemnify and hold harmless BET to the extent and within the limitations of Section 768.28, Florida Statutes, subject to the provisions of that Statute whereby the City shall not be held liable to pay a personal injury or property damage claim or judgment by anyone person which exceeds the sum of \$100,000, or any claim or judgments of portions thereof, which, when totaled with all other occurrences, exceeds the sum of \$200,000, from any and all personal injury or property damage claims, liabilities, losses and causes of action which may arise solely as a result of the negligence of the City. However, nothing herein shall be deemed to indemnify BET from any liability or claim arising out of the negligent performance or failure of performance of BET or any unrelated third party.

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

VIII. PRODUCTION AND DELIVERY.

A. Both parties recognize that time is of the "essence" with respect to the performance of their obligations hereunder. City shall cooperate with BET and its agents to ensure that the Venue is available and ready for the production and taping of the Program no later than March 18, 2007, or such other times as the parties may agree in writing. City shall use its best efforts in providing all services and obligations set forth hereunder.

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

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

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

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

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

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

XII. INSURANCE. City acknowledges that it carries a standard Comprehensive General Liability Insurance policy not limited to property damage, third party liability for death, personal injury, personal property loss or damage, and products liability resulting from its obligations under this

Agreement. City further acknowledges that such policy has a limit of not less than One Million Dollars (\$1,000,000.00) for each occurrence and Three Million Dollars (\$3,000,000.00) in the aggregate written by an insurance company that has an A. M. Bests Insurance Rating of not less than B+. City further agrees to provide BET with a certificate of insurance evidencing such coverage. Prior to the full execution of this Agreement, the certificate of insurance should be sent to the attention of Tracey Davis-Washington, Manager of Contracts and Insurance, Black Entertainment Television LLC, One BET plaza, 1235 "W" Street. N.E., Washington, DC 20018, no later than BET's use of the Venue.

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

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

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

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

Robbie Littles, Risk Manager
City of Riviera Beach
600 West Blue Heron Blvd., Suite C-102
Riviera Beach, FL 33404.

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

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

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

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

XVI. MISCELLANEOUS.

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

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

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

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

If to City: Tracey Sweeney
City of Riviera Beach
600 West Blue Heron Boulevard
Riviera Beach, FL 33404
Facsimile #: (386) 671-3425

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

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

D. Counterparts. This Agreement may be executed in one or more counterparts, each of which shall be deemed an original, but all of which together shall constitute one instrument and may be delivered via electronic transmission with the same force and effect as if it was executed and delivered by the parties simultaneously in the presence of one another.

E. Headings. The headings to the sections of this Agreement are for convenience only and

shall not be considered part of this Agreement or be used in determining the intent of the parties.

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

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

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

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

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

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

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

THE CITY OF RIVIERA BEACH

**BLACK ENTERTAINMENT TELEVISION
LLC**

By: Thomas A. Masters
Mayor

By: [Signature]
Authorized Signatory

Name: Thomas A. Masters

Name: Eugene Caldwell II

Date: FEBRUARY 6, 2008

Title: V.P. Production

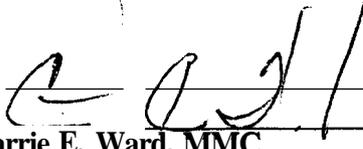
Date: 1/24/08

APPROVED BY
BET FINANCE DEPARTMENT
Initials JRM Date 1/24/08

APPROVED
by
BET Legal Dept.
Date 1/24/08 Initials [Signature]

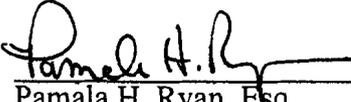
[SEAL]

By: _____


Carrie E. Ward, MMC
City Clerk

Approved as to legal form and sufficiency:

By: _____


Pamala H. Ryan, Esq.
City Attorney

Date: _____

2/4/08

EXHIBIT "A"

SITE PLAN FOR VENUE