

RESOLUTION NO. 1-07

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF RIVIERA BEACH, PALM BEACH COUNTY, FLORIDA, AUTHORIZING THE FINANCE DIRECTOR TO MAKE PAYMENT TO KBK ENTERPRISES ON INVOICE NUMBER 6 FOR ONE HALF PAYMENT IN THE AMOUNT OF \$30,296.42 FROM ACCOUNT # 001-0203-519-0-3106; AND PROVIDING AN EFFECTIVE DATE.

WHEREAS, the City of Riviera Beach, has contracted with KBK Enterprises, Inc. to provide contract negotiating services to the City and the CRA; and

WHEREAS, such services have been rendered and properly invoiced;

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

SECTION 1. The finance director is hereby authorized to make payment to KBK Enterprises, Inc. on invoice number 6 for one half payment in the amount of \$30,296.42 from account # 001-0203-519-0-3106.

SECTION 2. EFFECTIVE DATE. This Resolution shall take effect immediately upon its adoption.

PASSED AND APPROVED: January 3, 2007

(SIGNATURES ON FOLLOWING PAGE)

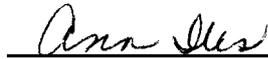
RESOLUTION NO. 1-07

PAGE =-2_

APPROVED:



MICHAEL D. BROWN
MAYOR

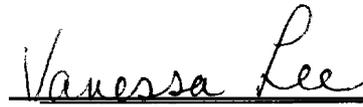


ANN ILES
CHAIRPERSON

ATTEST:



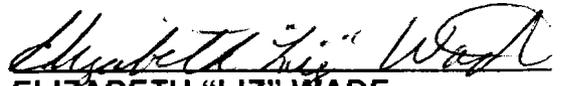
CARRIE E. WARD,
MASTER MUNICIPAL CLERK
CITY CLERK



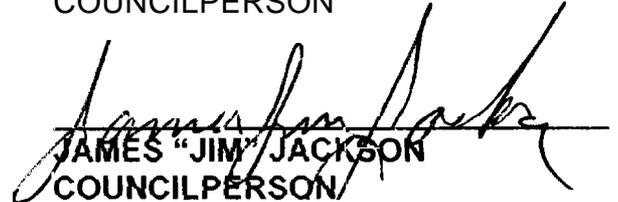
VANESSA LEE
CHAIR PRO TEM



NORMA DUNCOMBE
COUNCILPERSON



ELIZABETH "LIZ" WADE
COUNCILPERSON



JAMES "JIM" JACKSON
COUNCILPERSON

MOTIONED BY: V. Lee

SECONDED BY: E. Wade

A. ILES aye

V. LEE aye

N. DUNCOMBE aye

E. WADE aye

J. JACKSON aye

RESOLUTION NO. 2-07

RESOLUTION OF THE CITY COUNCIL OF THE CITY OF RIVIERA BEACH, PALM BEACH COUNTY, FLORIDA, DELETING THE POSITION OF PARKS SUPERVISOR FROM THE SUPERVISORY AND CONFIDENTIAL JOB CLASSIFICATION LIST AND BY AMENDING THE ADMINISTRATIVE JOB CLASSIFICATION LIST BY ADDING THE POSITION OF PARKS SUPERVISOR AND BY INCREASING THE PAY GRADE ACCORDINGLY; AND PROVIDING AN EFFECTIVE DATE.

WHEREAS, the City has complied with the Fair Labor Standards Act (FLSA); and

WHEREAS, many of the City's supervisory positions were changed from supervisory and confidential to administrative; and

WHEREAS, the position of Parks Supervisor was inadvertently omitted for the change from supervisory and confidential to administrative; and

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 Parks Supervisor be changed from supervisory and confidential (non-exempt) to administrative (exempt) with a new pay grade:

FROM

JOB

CLASSIFICATION LIST

GRADE

SALARY RANGE

**Supervisory and
Confidential**

12

35,053 - 54,332

TO

JOB

CLASSIFICATION LIST

GRADE

SALARY RANGE

Administration

16

41,444 - 64,238

RESOLUTION NO. 2-07 -
PAGE 2

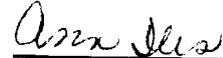
SECTION 2. This Resolution shall take effect immediately upon its passage and approval by the City Council.

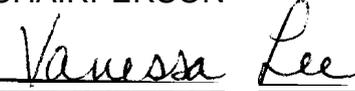
PASSED AND APPROVED this 3rd day of January, 2006.

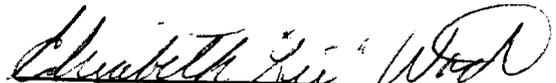
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APPROVED:

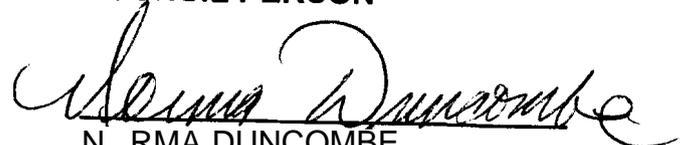

MICHAEL D. BROWN
MAYOR


ANN ILES
CHAIRPERSON

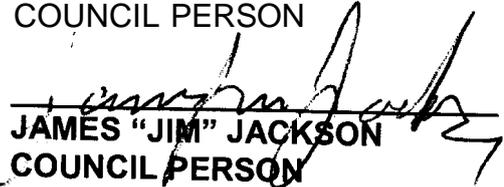

VANESSA LEE
CHAIRPERSON PRO TEM


ELIZABETH "LIZ" WADE
COUNCIL PERSON

ATTEST:


N. RMA DUNCOMBE
COUNCIL PERSON


CARRIE E. WARD
MASTER MUNICIPAL CLERK

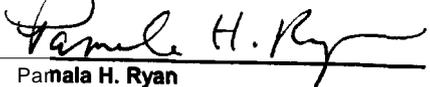

JAMES "JIM" JACKSON
COUNCIL PERSON

Motioned by: V. Lee

Seconded by: E. Wade

A. ILES aye
V. LEE aye
E. WADE aye
N. DUNCOMBE aye
J. JACKSON aye

REVIEWED AS TO LEGAL SUFFICIENCY


Pamala H. Ryan
City Attorney

DATE 12/12/06

RESOLUTION NO. 3-07

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF RIVIERA BEACH, PALM BEACH COUNTY, FLORIDA, OBSERVING A "NATIONAL DAY OF MOURNING" IN MEMORY OF FORMER PRESIDENT GERALD R. FORD; AND PROVIDING AN EFFECTIVE DATE.

WHEREAS, Gerald R. Ford was the 38th President of the United States; and

WHEREAS, former President Ford died Tuesday, December 26, 2006, after an extensive illness; and

WHEREAS, President George W. Bush ordered flags lowered to half staff for 30 days commencing, December 29, 2007 in memory of former President Ford; and

WHEREAS, President Bush also declared a "National Day of Mourning" to take place on Tuesday, January 2, 2007 and

WHEREAS, the City Manager, on behalf of the Mayor and City Council, declared on December 29, 2006, that the City would observe the "National Day of Mourning" on; and

WHEREAS, the City was officially closed on Tuesday, January 2, 2007, and suspended all non-emergency and/or non-essential Municipal activities.

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 ratifies the City Manager's decision, made on behalf of the Mayor and City Council, declaring for the City of Riviera Beach, January 2, 2007, to be a National Day of Mourning" in memory of former President Ford.

Section 2. That City Council approves observing the Day by closing City Hall and suspending all non-emergency and/or non-essential municipal activities as determined by the City Manager.

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

RESOLUTION NO. 3-07
PAGE -2-

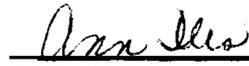
PASSED and APPROVED this 3rd DAY OF JANUARY, 2007.

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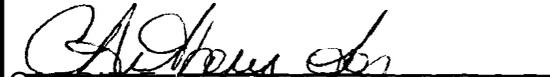
RESOLUTION NO. 3-07
PAGE -3-

APPROVED:

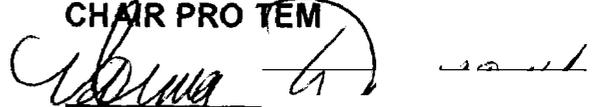

MICHAEL D. BROWN
MAYOR

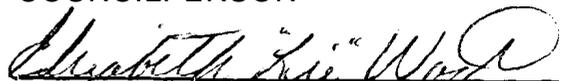

ANN ILES
CHAIRPERSON

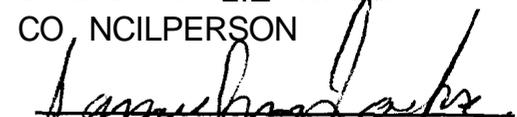
ATTEST:


CARRIE E. WARD,
MASTER MUNICIPAL CLERK
CITY CLERK


VANESSA LEE
CHAIR PRO TEM


NORMA DUN
COUNCILPERSON


ELIZABETH "LIZ" WADE
CO. NCILPERSON


J. JACKSON
COUNCILP SON

MOTIONED BY: V. Lee

SECONDED BY: N. Duncombe

A. ILES aye

V. LEE aye

N. DUNCOMBE aye

E. WADE aye

J. JACKSON aye

REVIEWED AS TO LEGAL SUFFICIENCY


PAMELIA HANNA RYAN, CITY ATTORNEY

DATE: 1/3/07

RESOLUTION NO.: 4-07

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF RIVIERA BEACH, PALM BEACH COUNTY, FLORIDA, AUTHORIZING ADDITIONAL ARCHITECTURAL DESIGN DEVELOPMENT SERVICES FOR PHASE II IMPROVEMENTS TO THE DAN CALLOWAY RECREATION COMPLEX BY INCREASING OCAMPO & ASSOCIATES WORK ORDER NO.4 IN THE AMOUNT OF \$117,000; AUTHORIZING THE USE AND RE-APPROPRIATION OF CAPITAL ACQUISITION FUNDS PREVIOUSLY APPROVED FOR DESIGN SERVICES RELATED TO OCAMPO & ASSOCIATES WORK ORDER NO.3 TO PAY FOR SAME; AUTHORIZING THE FINANCE DIRECTOR TO MAKE THE NECESSARY BUDGETARY ADJUSTMENTS; AND PROVIDING FOR AN EFFECTIVE DATE.

WHEREAS, the City of Riviera Beach has contracted with Ocampo and Associates to provide architectural and design services for the Parks and Recreation Department; and

WHEREAS, the renovation, expansion and improvement of the City's parks and recreational facilities is a high priority for the City Council; and

WHEREAS, additional design services are needed for the Phase II improvements to the Dan Calloway Recreation Complex to provide parking, drainage and storage facilities which will provide greater patron utility and accommodate additional leisure activities.

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

SECTION 1. That the City Council of the City of Riviera Beach, Palm Beach County, Florida, authorizes the additional design services for Ocampo & Associates Work Order NO.4 for Phase II improvements to the Dan Calloway Complex.

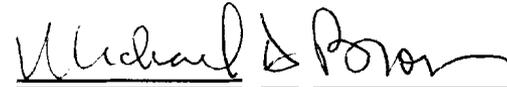
SECTION 2. That the Finance Director is authorized to re-appropriate \$117,000 previously approved for Ocampo and Associates Work Order No. 3 to pay for the additional design costs.

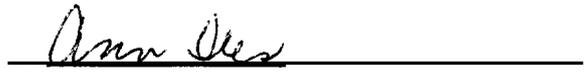
SECTION 3. This Resolution shall take effect upon its passage and approval by the City Council.

PASSED AND APPROVED this 17 day of January 2007

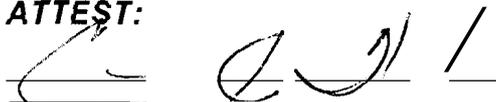
RESOLUTION NO. 4-07
PAGE 2.

APPROVED:


MICHAEL D. BROWN
MAYOR

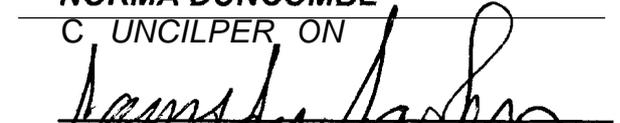

ANNILES
CHAIRPERSON

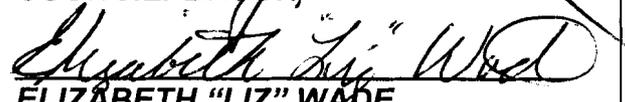
ATTEST:


CARRIE E. WARD,
MASTER MUNICIPAL CLERK
CITY CLERK


VANESSA LEE
CHAIR PRO TEM


NORMA DUNCOMBE
COUNCILPERSON


JAMES "JIM" JACKSON
COUNCILPERSON


ELIZABETH "LIZ" WADE
COUNCILPERSON

MOTIONED BY: E. Wade

SECONDED BY: V. Lee

A. ILES: aye

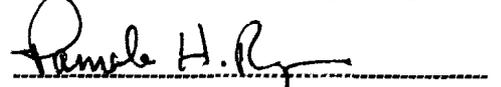
V. LEE: aye

N. DUNCOMBE: aye

J. JACKSON: out

E. WADE: aye

REVIEWED AS TO LEGAL SUFFICIENCY


PAMALA HANNA RYAN, CITY ATTORNEY

DATE: 1/10/07

~~ITEM~~ DELETED

RESOLUTION NO. 5-07 - JANUARY 17, 2007

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF RIVIERA BEACH, PALM BEACH COUNTY, FLORIDA, APPROVING THE NATIONAL VILLAGE REPLAT; AUTHORIZING THE MAYOR, CITY CLERK, AND CITY ENGINEER TO SIGN THE SAID REPLAT; AND PROVIDING AN EFFECTIVE DATE.

WHEREAS, the City of Riviera Beach Code of Ordinances requires that all property be platted before the issuance of any City building permit; and

WHEREAS, the applicant, Commerce Bank, NA with Avirom and Associates, has prepared a Replat entitled National Village at Riviera Beach located on the Northwest corner of Blue Heron Boulevard and Congress Avenue.

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

SECTION 1. The Replat entitled National Village at Riviera Beach is hereby approved.

SECTION 2. The Mayor, City Clerk, and City Engineer are authorized to sign the said Replat.

SECTION 3. The said Replat shall be recorded with the Clerk of Circuit Courts of Palm Beach County.

SECTION 4. This resolution shall take effect upon its passage.

PASSED AND APPROVED

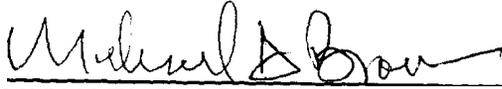
17

DAY OF January 2007

RESOLUTION NO. _____
PAGE 2

ITEM DELETED **JANUARY 17, 2007**

APPROVED:



MICHAEL D. BROWN
MAYOR

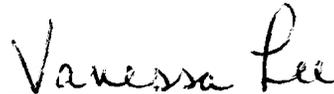


ANN ILES
CHAIRPERSON

ATTEST:



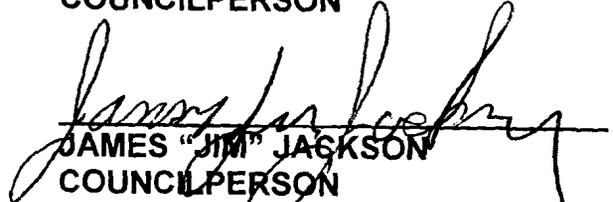
CARRIE E. WARD,
MASTER MUNICIPAL CLERK
CITY CLERK



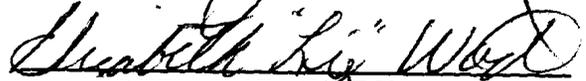
VANESSA LEE
CHAIR PRO TEM



NORMA DUNCOMBE
COUNCILPERSON



JAMES "JIM" JACKSON
COUNCILPERSON



ELI BETH "LIZ" WADE
COUNCILPERSON

MOTIONED BY: _____

SECONDED BY: _____

A. ILES _____

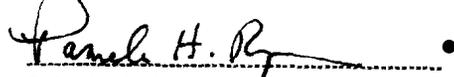
V. LEE _____

N. DUNCOMBE _____

J. JACKSON _____

E. WADE _____

REVIEWED AS TO LEGAL SUFFICIENCY


PAMALA HANNA RYAN, CITY ATTORNEY

DATE: 1/18/07

RESOLUTION NO. 6-07

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF RIVIERA BEACH, PALM BEACH COUNTY, FLORIDA, APPROVING THE PENTECOSTAL CHURCH OF GOD IN CHRIST REPLAT; AUTHORIZING THE MAYOR, CITY CLERK, AND CITY ENGINEER TO SIGN THE SAID REPLAT; AND PROVIDING AN EFFECTIVE DATE.

WHEREAS, the City of Riviera Beach Code of Ordinances requires that all property be platted before the issuance of any City building permit; and

WHEREAS, the applicant, Pentecostal Church of God in Christ USA, Inc. with Associated Land Surveyors, Inc., has prepared a Replat entitled Pentecostal Church of God in Christ located East of Avenue O, between West 30th Street and West 29th Street.

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

SECTION 1. The Replat entitled Pentecostal Church of God in Christ is hereby approved.

SECTION 2. The Mayor, City Clerk, and City Engineer are authorized to sign the said Replat.

SECTION 3. The said Replat shall be recorded with the Clerk of Circuit Courts of Palm Beach County.

SECTION 4. This resolution shall take effect upon its passage.

PASSED AND APPROVED

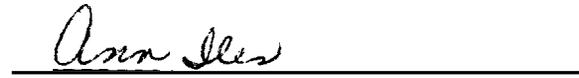
11

DAY OF

January 2007

APPROVED:


MICHAEL D. BROWN
MAYOR

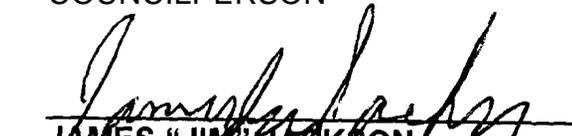

ANN ILES
CHAIRPERSON

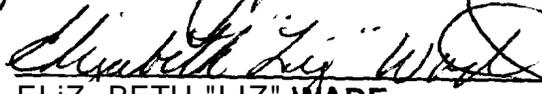
ATTEST:

CARRIE E. WARD,
MASTER MUNICIPAL CLERK
CITY CLERK


VANESSA LEE
CHAIR PRO TEM


NORMA DUNCOMBE
COUNCILPERSON

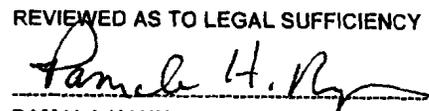

JAMES "JIM" JACKSON
COUNCILPERSON


ELIZ BETH "LIZ" WADE
COUNCILPERSON

MOTIONED BY: E. Wade _____

SECONDED BY: V. Lee _____

A. ILES	<u>aye</u>
V. LEE	<u>aye</u>
N. DUNCOMBE	<u>aye</u>
J. JACKSON	<u>out</u>
E. WADE	<u>aye</u>

REVIEWED AS TO LEGAL SUFFICIENCY

PAMALA HANNA RYAN, CITY ATTORNEY

DATE: 1/8/07

RESOLUTION NO. 7-07

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF RIVIERA BEACH, PALM BEACH COUNTY, FLORIDA, APPROVING THE DYER ROAD PROPERTIES PLAT; AUTHORIZING THE MAYOR, CITY CLERK, AND CITY ENGINEER TO SIGN THE SAID PLAT; AND PROVIDING AN EFFECTIVE DATE.

WHEREAS, the City of Riviera Beach Code of Ordinances requires that all property be platted before the issuance of any City building permit; and

WHEREAS, the applicant, Steven R. Zeiger, Dyer Road Properties, LLC with Wallace Surveying has prepared a Plat entitled Dyer Road Properties Plat located 7001 Military Trail.

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

SECTION 1. The Plat entitled Dyer Road Properties is hereby approved.

SECTION 2. The Mayor, City Clerk, and City Engineer are authorized to sign the said Plat.

SECTION 3. The said Plat shall be recorded with the Clerk of Circuit Courts of Palm Beach County.

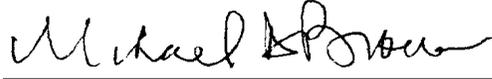
SECTION 4. This resolution shall take effect upon its passage.

PASSED AND APPROVED

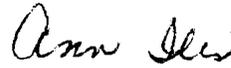
17

DAY OF January 2007

APPROVED:



MICHAEL D. BROWN
MAYOR

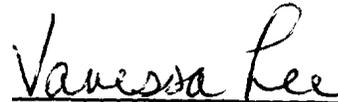


ANN ILES
CHAIRPERSON

ATTEST:



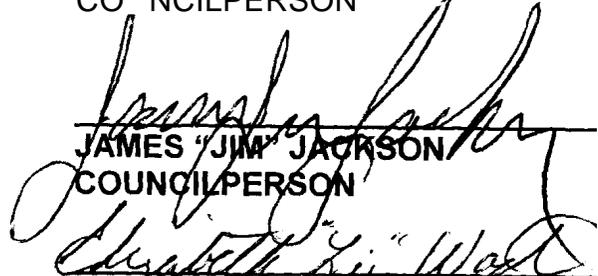
CARRIE E. WARD,
MASTER MUNICIPAL CLERK
CITY CLERK



VANESSA LEE
CHAIR PRO TEM



NORMA DUNCOMBE
CO NCILPERSON



JAMES "JIM" JACKSON
COUNCILPERSON



ELIZABETH "LIZ" WADE
COUNCILPERSON

MOTIONED BY: E. Wade

SECONDED BY: V. Lee

A. ILES aye

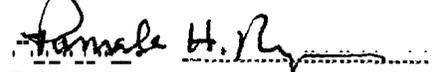
V. LEE aye

N. DUNCOMBE aye

J. JACKSON out

E. WADE aye

REVIEWED AS TO LEGALSUFFICIENCY


PAMALA HANNA RYAN, CITY ATTORNEY

DATE: 1/8/07

RESOLUTION NO. 8-07

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF RIVIERA BEACH, PALM BEACH COUNTY, FLORIDA, APPROVING THE SITE PLAN APPLICATION FROM RBY LLC FOR A NEW BOAT MANUFACTURING AND OFFICE FACILITY AND EXPANSION OF THE EXISTING BOATING FACILITY LOCATED AT 1900 BROADWAY (US-1); PROVIDING SPECIFIC CONDITIONS AND AN EFFECTIVE DATE.

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

WHEREAS, the City Council finds that the proposed site plan is consistent with the adopted City of Riviera Beach Comprehensive Plan and the Land Development Regulations; and

WHEREAS, the City Council finds that the proposed site plan is consistent with the Riviera Beach Community Redevelopment Plan; and

WHEREAS, the Planning & Zoning Board met on January 11, 2007, to review the site plan application and made a recommendation for approval to the Community Redevelopment Agency and the City Council; and

WHEREAS, the Community Redevelopment Agency reviewed the proposed development on July 26, 2006, and December 13, 2006, and made a recommendation to the City Council for approval of the Site Plan application.

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

SECTION 1. The Site Plan (Exhibit A) for a new boat manufacturing building and expansion and improvements of the existing boating facility located at 1900 Broadway (US-1) is approved with the following conditions:

1. Construction must be initiated within 18 months of the effective date of this resolution in accordance with Section 31-60(a), of the City Code of Ordinances.
2. All future advertising must state that the development is in the City of Riviera Beach. A fine of \$500 per day will be levied against the property owner for violation of this condition.
3. The 65 foot high boat manufacturing facility shall be built with textured wall panels that have look similar to a "stucco finish" facing Broadway (US-1), the remaining panels will be color matched to the textured panels with a flat smooth seam panel.

RESOLUTION NO. 8-07
PAGE 2

4. The applicant shall provide a bond in the amount of 110% of the cost of landscape materials and installation prior to receiving a certificate of occupancy, the bond will be valid for 2 years.
5. The applicant shall contribute \$100,000 dollars to a trust fund for the purpose of creating an employment training clearing house for City of Riviera Beach Residents, said contribution to be made to the City within 90 days of City Council approval. (April 17, 2007)

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

SECTION 3. This resolution shall be effective immediately upon approval.

PASSED and APPROVED this 18 day of September, 2007.

APPROVED:

Michael D. Brown

MICHAEL D. BROWN
MAYOR

Ann Iles

ANN ILES
CHAIRPERSON

ATTEST:

Carrie E. Ward

CARRIE E. WARD,
MASTER MUNICIPAL CLERK
CITY CLERK

Vanessa Lee
JESSA LEE

Norma Duncombe
NORMA DUNCOMBE
COUNCILPERSON

Elizabeth "Liz" Wade
ELIZABETH "LIZ" WADE
COUNCILPERSON

James "Jim" Jackson
JAMES "JIM" JACKSON
COUNCILPERSON

MOTIONED BY: V. Lee _____

SECONDED BY: E. Wade _____

A. ILES aye

V. LEE aye

N. DUNCOMBE nay

E. WADE aye

J. JACKSON nay

REVIEWED AS TO LEGAL SUFFICIENCY

Pamala H. Ryan
PAMALA HANNA RYAN, CITY ATTORNEY

DATE: 11/9/07

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF RIVIERA BEACH, PALM BEACH COUNTY, FLORIDA, AUTHORIZING THE MAYOR AND CITY CLERK TO RELEASE LIEN AND TO ISSUE A RELEASE OF CODE ENFORCEMENT LIEN ON PROPERTY LOCATED AT 401 WEST 25TH STREET FOR VIOLATIONS THAT ARE NOW IN COMPLIANCE FOR THE AMOUNT OF \$10,500.00, AND PROVIDING AN EFFECTIVE DATE.

WHEREAS, property located at 401 West 25th Street was found to be in violation of the City's Code of Ordinances on August 26, 1992, pursuant to Case No. CEB 92-283; and

WHEREAS, code enforcement liens were imposed against the property by the City of Riviera Beach on July 27, 2005, for non-compliance with the Code Enforcement Board's orders for this case; and

WHEREAS, property located at 401 West 25th Street was found to be in violation of the City's Code of Ordinances on February 28, 1996, pursuant to Case No. CEB 95-161; and

WHEREAS, code enforcement liens were imposed against the property by the City of Riviera Beach on July 27, 2005, for non-compliance with the Code Enforcement Board's orders for this case; and

WHEREAS, property located at 401 West 25th Street was found to be in violation of the City's Code of Ordinances on February 28, 1996, pursuant to Case No. CEB 95-162; and

WHEREAS, code enforcement liens were imposed against the property by the City of Riviera Beach on July 27, 2005, for non-compliance with the Code Enforcement Board's orders for this case; and

WHEREAS, property located at 401 West 25th Street was found to be in violation of the City's Code of Ordinances on January 28, 1998, pursuant to Case No. CEB 97-135; and

WHEREAS, code enforcement liens were imposed against the property by the City of Riviera Beach on July 27, 2005, for non-compliance with the Code Enforcement Board's orders for this case; and

RESOLUTION NO. _____
PAGE-2 -

WHEREAS, the amount of all code enforcement liens against the property totals \$303,900.00; and

WHEREAS, the property owner is requesting a settlement in order to sell the property;

WHEREAS, staff recommends the City Council consider the request of the property and settle all outstanding code enforcement liens against the property for no less than \$10,500.00 to cover the administrative cost; and

WHEREAS, pursuant to Section 162.09(3), Florida Statutes, the City Council has the authority to execute a release of Code Enforcement lien; and

WHEREAS, the City Council finds it in the best interest of the City to release the Code Enforcement liens on the subject property.

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

Section 1. The above recitals are true and are hereby incorporated into this Resolution.

Section 2. The City Council hereby accepts a total of \$10,500.00, as consideration for the release of the Code Enforcement lien on the subject property.

Section 3. The Mayor and the City Clerk are authorized to execute a release of the Code Enforcement lien on the subject property upon payment in full of the aforementioned amount. The amount shall be paid within thirty (30) days of approval or this Resolution shall become null and void.

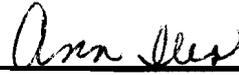
Section 4. This Resolution shall take effect immediately upon its passage and approval.

PASSED and APPROVED this 17 day of January, 2007.

APPROVED:



MICHAEL D. BROWN
MAYOR



ANN ILES
CHAIRPERSON

ATTEST:



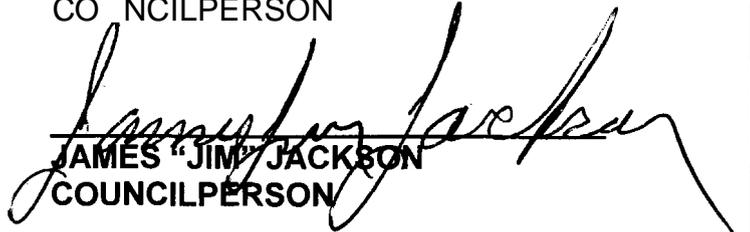
CARRIE E. WARD
MASTER MUNICIPAL CLERK
CITY CLERK



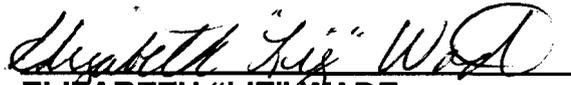
VANESSA LEE
CHAIR PRO-TEM



NORMA DUNCOMBE
CO. NCILPERSON



JAMES "JIM" JACKSON
COUNCILPERSON



ELIZABETH "LIZ" WADE
COUNCILPERSON

MOTIONED BY: _____

SECONDED BY: _____

A. ILES: _____

V. LEE: _____

N. DUNCOMBE: _____

J. JACKSON: _____

E. WADE: _____

REVIEWED AS TO LEGAL SUFFICIENCY


PAMALA HANNA RYAN, CITY ATTORNEY

DATE: 1/10/07

RESOLUTION NO. 10-07

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF RIVIERA BEACH, PALM BEACH COUNTY, FLORIDA, AUTHORIZING THE MAYOR AND CITY CLERK TO RELEASE LIEN AND TO ISSUE A RELEASE OF CODE ENFORCEMENT LIEN ON PROPERTY LOCATED AT 849 WEST 4TH STREET FOR VIOLATIONS THAT ARE NOW IN COMPLIANCE FOR THE AMOUNT OF \$3,000.00, AND PROVIDING AN EFFECTIVE DATE.

WHEREAS, property located at 849 West 4th Street, Riviera Beach, Florida, was found to be in violation of the City's Code of Ordinances on October 23, 2002, pursuant to Case No. CEB 02-359; and

WHEREAS, code enforcement liens were imposed against the property by the City of Riviera Beach on August 31, 2005, for non-compliance with the Special Master's orders; and

WHEREAS, the code enforcement lien totals \$36,950.00; and

WHEREAS, staff recommends the City Council consider the request for settlement from the new property, Adesh Poonai and City to settle Case No. CEB 02-359 for no less than \$3,000.00 to cover the City's administrative cost; and

WHEREAS, pursuant to Section 162.09(3), Florida Statutes, the City Council has the authority to execute a release of Code Enforcement lien; and

WHEREAS, the City Council finds it in the best interest of the City to release the Code Enforcement liens on the subject property.

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

Section 1. The above recitals are true and are hereby incorporated into this Resolution.

Section 2. The City Council hereby accepts a total of \$3,000.00, as consideration for the release of the Code Enforcement lien on the subject property.

RESOLUTION NO. 10-07
PAGE - 2-

Section 3. The Mayor and the City Clerk are authorized to execute a release of the Code Enforcement lien on the subject property upon payment in full of the aforementioned amount. The amount shall be paid within thirty (30) days of approval or this Resolution shall become null and void.

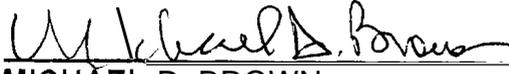
Section 4. This Resolution shall take effect immediately upon its passage and approval.

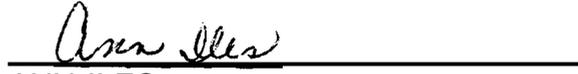
PASSED and APPROVED this 11 day of January, 2007.

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RESOLUTION NO. 10-01
PAGE-3 -

APPROVED:


MICHAEL D. BROWN
MAYOR

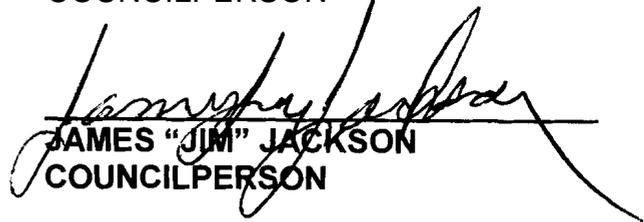

ANN ILES
CHAIRPERSON

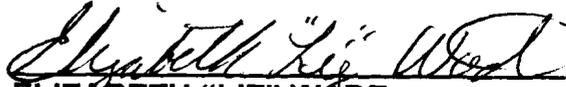
ATTEST:


CARRIE E. WARD
MASTER MUNICIPAL CLERK
CITY CLERK


VANESSA LEE
CH1PRO-TEM


NORMA DUNCOMBE
COUNCILPERSON


JAMES "JIM" JACKSON
COUNCILPERSON


ELIZABETH "LIZ" WADE
COUNCILPERSON

MOTIONED BY: E. WADE _____

SECONDED BY: N. DUNCOMBE

A. ILES: AYE

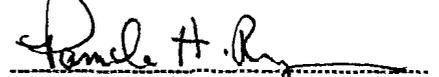
V. LEE: OUT

N. DUNCOMBE: AYE

J. JACKSON: AYE

E. WADE: AYE

REVIEWED AS TO LEGAL SUFFICIENCY


PAMALA HANNA RYAN, CITY ATTORNEY

DATE: III\107

RESOLUTION NO. 11-07 -

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF RIVIERA BEACH, PALM BEACH COUNTY, FLORIDA, AUTHORIZING THE MAYOR AND CITY CLERK TO RELEASE LIEN AND TO ISSUE A RELEASE OF CODE ENFORCEMENT LIEN ON PROPERTY LOCATED AT 2302 AVENUE M FOR VIOLATIONS THAT ARE NOW IN COMPLIANCE FOR THE AMOUNT OF \$2,500.00, AND PROVIDING AN EFFECTIVE DATE.

WHEREAS, property located at 2302 Avenue M was found to be in violation of the City's Code of Ordinances on July 28, 2004, pursuant to Case No. CEB 04-172; and

WHEREAS, code enforcement liens were imposed against the property by the City of Riviera Beach on November 17, 2005, for non-compliance with the Special Master's orders for this case; and

WHEREAS, the lien against the property total \$ 93,450.00; and

WHEREAS, the property owner is requesting a settlement to release lien against the property; and

WHEREAS, staff recommends the City Council consider the request of the property owner and settle all outstanding liens against the property for no less than \$2,500.00 to cover the City's administrative costs; and

WHEREAS, pursuant to Section 162.09(3), Florida Statutes, the City Council has the authority to execute a release of Code Enforcement lien; and

WHEREAS, the City Council finds it in the best interest of the City to release the Code Enforcement liens on the subject property.

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

Section 1. The above recitals are true and are hereby incorporated into this Resolution.

Section 2. The City Council hereby accepts a total of \$2,500.00, as consideration for the release of the Code Enforcement lien on the subject property.

RESOLUTION NO. 11-07
PAGE-2 -

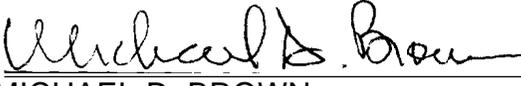
Section 3. The Mayor and the City Clerk are authorized to execute a release of the Code Enforcement lien on the subject property upon payment in full of the aforementioned amount. The amount shall be paid within thirty (30) days of approval or this Resolution shall become null and void.

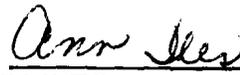
Section 4. This Resolution shall take effect immediately upon its passage and approval.

PASSED and APPROVED this 17 day of January, 2007.

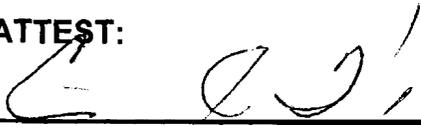
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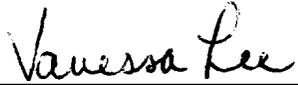
APPROVED:


MICHAEL D. BROWN
MAYOR

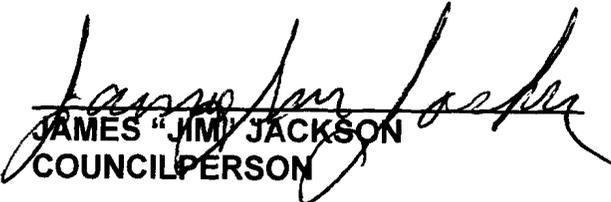

ANN ILES
CHAIRPERSON

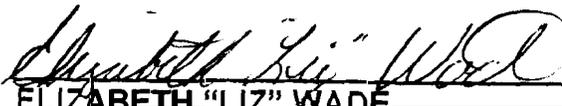
ATTEST:


CARRIE E. WARD
MASTER MUNICIPAL CLERK
CITY CLERK


VANESSA LEE
CHAIR PRO-TEM


NORMA DUNCOMBE
COUNCILPERSON


JAMES "JIM" JACKSON
COUNCILPERSON


ELIZABETH "LIZ" WADE
COUNCILPERSON

MOTIONED BY: E. WADE

SECONDED BY: N. DUNCOMBE

A. ILES: AYE

V. LEE: OUT

N. DUNCOMBE: AYE

. JACKSON: AYE

E. WADE: AYE

REVIEWED AS TO LEGAL SUFFICIENCY

PAMALA HANNA RYAN, CITY ATTORNEY

DATE: _____

RESOLUTION NO. 12-07

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF RIVIERA BEACH, PALM BEACH COUNTY FLORIDA, ADOPTING THE EVALUATION AND APPRAISAL REPORT (EAR) AND AUTHORIZING THE TRANSMITTAL OF THE CITY OF RIVIERA BEACH EVALUATION AND APPRAISAL REPORT TO THE DEPARTMENT OF COMMUNITY AFFAIRS; AND PROVIDING AN EFFECTIVE DATE.

WHEREAS, Florida Statutes 163.3191 requires that every seven years local governments prepare an Evaluation and Appraisal Report (EAR) on its adopted Comprehensive Plan; and

WHEREAS, the EAR process is provided so that local governments can evaluate the status of the Comprehensive Plan policies and make recommendations for future changes to its Comprehensive Plan; and

WHEREAS, local governments are required to identify major issues that will further its community goals through the evaluation process; and

WHEREAS, the City of Riviera Beach has prepared its EAR for 2006 consistent with Florida Statutes 163.3191; and

WHEREAS, the City has held public hearings with the Planning and Zoning Board sitting as the Local Planning Agency (LPA) on April 13, October 26, and November 30, 2006, and a Scoping meeting with the review agencies on June 13, 2006 and have invited the public to attend and participate in these activities; and

WHEREAS, the LPA held a public meeting on November 30, 2006 approving the EAR and transmitting the Report to the City Council as mandated by FS 163.3191 (4).

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 of Riviera Beach City Council hereby authorizes the adoption of the Evaluation and Appraisal Report (EAR) and transmittal of the report to the Department of Community Affairs (DCA) for sufficiency review.

SECTION 2. That this Resolution shall take effect upon its passage.

PASSED AND APPROVED this 17 day of January, 2007

APPROVED:

Michael D. Brown
MICHAEL D. BROWN
MAYOR

Ann Iles
ANN ILES
CHAIRPERSON

(MUNICIPAL SEAL)

Vanessa Lee
VANESSA LEE

ATTEST:

Carrie E. Ward
CARIE E. WARD
MASTER MUNICIPAL CLERK
CITYCLERK

James "Jim" Jackson
JAMES "JIM" JACKSON
COUNCILPERSON

Elizabeth "Liz" Wade
ELIZABETH "LIZ" WADE
COUNCILPERSON

MOTIONED BY: E. WADE

SECONDED BY: N. DUNCOMBE

A. ILES: AYE

V. LEE: AYE

N. DUNCOMBE: AYE

J. JACKSON: AYE

E. WADE: AYE

REVIEWED AS TO LEGAL SUFFICIENCY

Pamala H. Ryan
PAMALA H. RYAN, CITY ATTORNEY

Date: 11/8/07

RESOLUTION NO. 13-07

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 ADDENDUM TO AGREEMENT AND STANDARDS FOR LEGAL SERVICES WITH JACK L. MCLEAN JR., OF THE LAW FIRM OF HOLLAND AND KNIGHT, LLP ADDING CHIEF LABOR UNION NEGOTIATOR SERVICES AND AUTHORIZING THE INTERIM FINANCE DIRECTOR TO MAKE PAYMENT NOT TO EXCEED \$17,000 FROM THE LABOR RELATIONS ACCOUNT NO. 001-0512-519-0-1405; AND PROVIDING AN EFFECTIVE DATE.

WHEREAS, the City of Riviera Beach is in need of a labor attorney to act as chief negotiator; and

WHEREAS, the City administration has determined that it will be more efficient for the City's overall service delivery systems to expand the current contract for this services to include acting as the chief negotiator; and

WHEREAS, the City has retained the services of Jack L. McLean Jr.. labor attorney for the City, of the law firm of Holland and Knight, LLP and wishes to add the responsibility of Chief Negotiator.

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

SECTION 1. That the Mayor and City Clerk are hereby authorized to execute the Addendum to Agreement and Standards for Legal Services with Jack L. McLean, Jr., of the law firm of Holland and Knight, LLP as Chief Negotiator.

SECTION 2. That the Interim Finance Director is authorized to make payment not to exceed \$11,000 from the Labor Relations Account No. 001-0512-519-0-1405 to Jack L. McLean, Jr. of the law firm of Holland and Knight. LLP.

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

PASSED AND APPROVED THIS 17 DAY OF January, 2007 .

RESOLUTION NO. 13-07

·2·

APPROVED:



MICHAEL D. BROWN
MAYOR

[ATTEST]

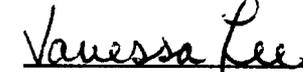
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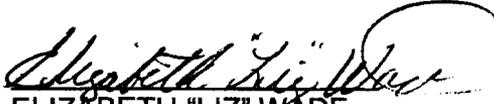
ANN ILES
CHAIRPERSON



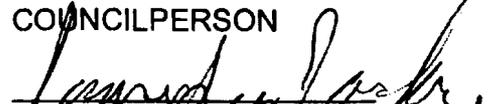
VANESSA LEE
CHAIR PRO TEM



NORMA DUNCOMBE
COUNCILPERSON



ELIZABETH "LIZ" WADE
COUNCILPERSON



JAMES "JIM" JACKSON
COUNCILPERSON

Motioned by: E. WADE

Seconded by: V. LEE

A. ILES	<u>AYE</u>
V. LEE	<u>AYE</u>
N. DUNCOMBE	<u>AYE</u>
E. WADE	<u>AYE</u>
J. JACKSON	<u>AYE</u>

Approved as to legal sufficiency

By: 
Pamala H. Ryan
City Attorney

Date: 12/12/06

[PDW:dpm110306,110906,113006]

RECEIVED

M R 0 1 2007

TO: CARRIE WARD
CITY CLERK

FROM: DORETHA BERRY
HUMAN RESOURCES DIRECTOR

OFFICE OF THE CITY CLERK

DATE: MARCH 1, 2007

RE: ADDENDUM TO AGREEMENT AND STANDARDS
FOR LEGAL SERVICES WITH HOLLAND AND KNIGHT

Attached are two (2) original Addendums to the Agreement and Standards for legal services with Holland and Knight and also included is a copy of the resolution regarding same.

Please sign and, if possible, obtain Mayor Michael Brown's signature on the document. Once Mayor Brown has signed the agreement, please forward one of the originals to the Human Resources Department so that the original may be forwarded to Atty. Jack McLean's Office. As usual, the other original is to be kept with your files.

If you have any questions, please feel free to contact me.

Attachment

ADDENDUM TO AGREEMENT AND STANDARDS FOR LEGAL
SERVICES WITH HOLLAND & KNIGHT

THIS ADDENDUM is entered into this 1 day of August 2007 by and between THE CITY OF RIVIERA BEACH, a municipal corporation, hereinafter referred to as "City" and JACK I. MCLEAN, JR. of the law firm Holland and Knight, LLP, hereinafter referred to as "Outside Counsel."

WITNESSETH:

WHEREAS, the City is in need of a labor attorney to act as the Chief Negotiator in the negotiation of union contracts governing City employees; and

WHEREAS, the City entered into an Agreement with Outside Counsel on July 19, 2006 and now wishes to amend said agreement to include the new responsibility as Chief Negotiator.

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

1. Section 1. Services to be provided. Outside Counsel agrees to:
 1. Provide advice to the City on all contract negotiations which includes assisting in the preparation of language for proposed labor contract articles;
 2. Provide advice during all contract negotiations;
 3. Provide advice on legal issues that may impact upon the administration of all contracts;
 4. Review and analyze proposed articles presented by bargaining unions;
 5. Draft the actual contract and/or provisions of the contract, once negotiated by the parties;
 6. Provide on-site appearances before the City Council in executive session to discuss contract language/proposals;

7. Serve as the City's labor attorney during any impasse hearings; and
8. Only upon request, conduct the actual negotiation on behalf of the City on all or a portion of the City's labor contracts.

2. Section 2. Compensation for Services.

The City agrees to compensate Outside Counsel for legal services performed on behalf of the City on a quarterly basis at the beginning of each quarter in the amount of \$4,225.00. The total compensation for the services described in items 1-7 of the services to be provided by Outside Counsel shall be \$16,900.00. This amount includes all costs related to travel to attend three (3) closed executive sessions, any related telephone charges, and any related copying charges. The additional compensation for the service described in item 8 is \$8,500.00 per contract for each labor contract negotiated, which includes the contracts for the Professional Firefighters/Paramedics of Palm Beach County and the National Conference of Firemen and Oilers (General Employees). In addition, Outside Counsel may provide impasse hearing, arbitration and mediation representation at a blended hourly rate of \$320.00 depending on the expertise and experience of the attorney handling the case for the City.

3. In all other respects, the terms of the Agreement shall remain in full force and effect, and the parties agree to perform all duties and obligations as set forth therein.

4. This Addendum shall take effect on the date first written above.

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RESOLUTION NO. 14-07

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF RIVERA BEACH, PALM BEACH COUNTY, FLORIDA, DIRECTING THE CITY CLERK TO NOTICE AND PREPARE FOR THE MUNICIPAL ELECTION TO BE HELD TUESDAY, MARCH 13, 2007; AND RUN-OFF ELECTION IF NECESSARY, TUESDAY, MARCH 27, ~~2006~~. BOTH ELECTIONS SHALL BE HELD WITHIN THE MUNICIPAL BOUNDARIES OF THE CITY BETWEEN THE HOURS OF 7:00 AM UNTIL 7:00 PM TO FILL THE EXPIRED SEATS TO WIT: MAYORAL; CITY COUNCIL DISTRICT ONE (1); CITY COUNCIL DISTRICT THREE (3); AND CITY COUNCIL GROUP FIVE (5) RESPECTIVELY; AND PROVIDING AN EFFECTIVE DATE.

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

WHEREAS, if such offices are not filled at such time, the City Clerk shall continue Run-off Elections to be held on the fourth Tuesday in March, and the Candidate obtaining a majority in each district shall be deemed elected to such office; and

WHEREAS, in the year 2007, four (4) offices are necessary to be filled at the Municipal Election to be held in the City of Riviera Beach, Tuesday, March 13, 2007.

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

SECTION 1. That the Municipal Election shall be held and is hereby ordered to be held in the City of Riviera Beach, Palm Beach County, Florida, between the hours of 7:00 AM and 7:00 PM on the 13TH day of March, 2007 for the purpose of electing qualified candidates as provided by law for Mayor, City Council District One (1), City Council District Three (3), and City Council Group Five (5), respectively_

SECTION 2. Candidates for the office of Mayoral and City Council Group five (5) shall file and have resided within the Municipal boundaries for one year as of January 30,2007.

SECTION 3. Candidates for City Council District One (1), and City Council District Three (3), shall file within the district which they have resided for one year, as of January 30,2007.

SECTION 4. The City Clerk is hereby authorized to designate polling locations within the municipal boundaries in accordance with applicable laws and state guidelines.

SECTION 5. The City Clerk is hereby authorized to assign sufficient poll workers to facilitate the 15 precincts within the municipal boundaries; schedule training for poll workers and to establish a pay scale applicable to the duties and responsibilities of the Election staff.

SECTION 6. The City Clerk is authorized to enter into agreements to establish polling locations for the March 13th Municipal Election; and the March 27th Municipal Run-off Election, if necessary.

SECTION 7. The Palm Beach County's Supervisor of Elections shall provide for use of the voting equipment, and process absentee ballots for said Elections.

SECTION 8. The City Council hereby authorizes the Palm Beach County Supervisor of Elections to provide for voting equipment to accommodate a successful election; and in conjunction with the manufacturers of the new voting equipment to train the Poll workers appointed by the City Clerk to facilitate the designated precincts within the municipal boundaries. If Run-off Elections become necessary, the City Clerk of the City of Riviera Beach is hereby authorized to proceed as scheduled.

SECTION 9. Immediately after closing of the polls on the day of said Elections, the clerks of each precinct shall certify the returns thereof to the City Clerk at the Municipal Complex. The City Clerk of the City of Riviera Beach shall deliver to the Palm Beach County Supervisor of Elections returns for official results.

SECTION 10. The City Council hereby appoints City Clerk Carrie E. Ward; Deputy City Clerk Claudene Robinson, Councilperson Norma Duncombe; and Councilperson James Jackson as the City of Riviera Beach Canvassing Board. The Palm Beach County Supervisor of Elections shall be appointed as an additional member to the Riviera Beach Canvassing Board.

SECTION 11. The City Clerk is hereby authorized to call the City's Canvassing Board to convene to accept the certified results of the March 13, 2007 Municipal Election. The City Clerk hereby announces the convening of the City of Riviera Beach Canvassing Board to meet, Wednesday, March 21, 2007, 7:00 pm. at the Municipal Complex.

SECTION 12. The City of Riviera Beach opted out of early voting for the 2007 Municipal Election.

SECTION 13. This resolution shall take effect immediately upon its approval.

PASSED AND APPROVED this 1 day of January, 2007.

APPROVED:

Michael D. Brown

MICHAEL D. BROWN
MAYOR

Ann Iles

(MUNICIPAL SEAL)

VANESSA LEE
CHAIR PRO-TEM

ATTEST:

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

Norma Duncombe

NORMA DUNCOMBE
COUNCILPERSON

Elizabeth "Liz" Wade

ELIZABETH "LIZ" WADE
CO. NCILPERSON

James "Jim" Jackson

JAMES "JIM" JACKSON
COUNCILPERSON

MonONEDBY: y. Ig

SECONDED BY: J. JACKSON

E. WADE: Aye

A.ILES: Aye

V. LEE: Aye

N. DUNCOMBE: Aye

J. JACKSON: Aye

AS TO LEGAL SUFFICIENCY

P. H. Ryan
PAMALA HANNA RYAN, CITY ATTORNEY

DATE: 1/17/07

RESOLUTION NO. 15-07 -

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF RIVIERA BEACH, PALM BEACH COUNTY, FLORIDA, APPROVING THE NATIONAL VILLAGE REPLAT; AUTHORIZING THE MAYOR, CITY CLERK, AND CITY ENGINEER TO SIGN THE SAID REPLAT; AND PROVIDING AN EFFECTIVE DATE.

WHEREAS, the City of Riviera Beach Code of Ordinances requires that all property be platted before the issuance of any City building permit; and

WHEREAS, the applicant, Commerce Bank, NA with Avirom and Associates, has prepared a Replat entitled National Village at Riviera Beach located on the Northwest corner of Blue Heron Boulevard and Congress Avenue.

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

SECTION 1. The Replat entitled National Village at Riviera Beach is hereby approved.

SECTION 2. The Mayor, City Clerk, and City Engineer are authorized to sign the said Replat.

SECTION 3. The said Replat shall be recorded with the Clerk of Circuit Courts of Palm Beach County.

SECTION 4. This resolution shall take effect upon its passage.

PASSED AND APPROVED 7th DAY OF February 2007

RESOLUTION NO. 15-07
PAGE 2

APPROVED:


MICHAEL D. BROWN
MAYOR

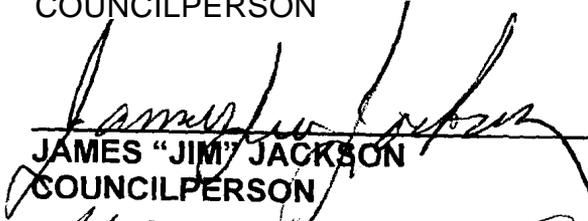

ANN ILES
CHAIRPERSON

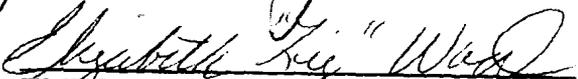
ATTEST:

CARRIE E. WARD,
MASTER MUNICIPAL CLERK
CITY CLERK


VANESSA LEE
CHAIR PRO TEM


NORMA DUNCOMBE
COUNCILPERSON


JAMES "JIM" JACKSON
COUNCILPERSON

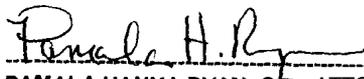

ELIZABETH "LIZ" WADE
COUNCILPERSON

MOTIONED BY: E. Wade

SECONDED BY: N. Duncombe

A. ILES aye
V. LEE aye
N. DUNCOMBE aye
J. JACKSON aye
E. WADE aye

REVIEWED AS TO LEGAL SUFFICIENCY


PAMALA HANNA RYAN, CITY ATTORNEY

DATE: 1/18/07

Omit Resolution
Nos. 16 thru 18-07

RESOLUTION NO. 19-07

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF RIVIERA BEACH, PALM BEACH COUNTY, FLORIDA, AUTHORIZING THE USE OF \$5,000 FROM THE LAW ENFORCEMENT TRUST FUND, \$9,000 IN DONATIONS FROM PALM BEACH PRINCESS CASINO CRUISE LINE, \$1,000 FROM MASUD TEMPLE #69, \$1,000 FROM THE CUNNINGHAM FAMILY AND A \$4,000 IN DONATIONS FROM OTHER CITY BUSINESS PARTNERS TO PROVIDE TWENTY (20) \$1,000 SCHOLARSHIPS FOR THE 2007 - 2008 SCHOOL YEAR; AUTHORIZING THE RIVIERA BEACH EDUCATION ADVISORY BOARD TO ADVERTISE THE AVAILABILITY OF, ACCEPT APPLICATIONS FOR, AND ESTABLISH A REVIEW BOARD TO SELECT THE RECIPIENTS; AUTHORIZING THE FINANCE DIRECTOR TO APPROPRIATE \$5,000 OF FUND BALANCE IN THE LAW ENFORCEMENT TRUST FUND AND DISBURSE FUNDS FROM THE LAW ENFORCEMENT TRUST FUND SCHOLARSHIP ACCOUNT NUMBER 150-0817-5210-5521; AUTHORIZING THE FINANCE DIRECTOR TO APPROPRIATE FUND BALANCE IN THE AMOUNT OF \$15,000 AND DISBURSE FUNDS FROM ACCOUNT NUMBER 130-0203-519-0-5521; AND PROVIDING AN EFFECTIVE DATE.

WHEREAS, The City Council supports the ideals of higher education for the youth of Riviera Beach; and

WHEREAS, The City Council has demonstrated its support of higher education through the awarding of education scholarships for the past eight (9) years; and

WHEREAS; The promotion of higher education is an authorized expenditure of Law Enforcement Trust funding; and

WHEREAS, Adequate funding for five (5) \$1,000 scholarships is available through the Law Enforcement Trust; and

WHEREAS, the City has received scholarship fund donations from Palm Beach Princess Casino Cruise Line, MASUD Temple #69, and other business partners, that total \$14,000, and expects \$1,000 from the Cunningham Family; and

RESOLUTION. NO 19-07
PAGE 2

WHEREAS, The Riviera Beach Education Advisory Board is willing to and capable of facilitating the selection of worthy recipients.

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

SECTION 1: That the Finance Director is authorized to appropriate Fund Balance in the Law Enforcement Trust Fund in the amount of \$5,000 for disbursement of scholarships for the 2007-08 school year and make payment for same as follows:

Revenue:		
150-00-399999	Fund Balance	\$5,000
Expenditure:		
150-0817-521-0-5521	Scholarships	\$5,000

SECTION 2: That the Finance Director is authorized to appropriate Fund Balance in the Donations Fund in the amount of \$14,000 and make payment for same as follows:

Revenue:		
130-00-399999	Fund Balance - Donations Fund	\$14,000
Expenditure:		
130-0203-519-0-5521	Scholarships	\$14,000

SECTION 3: That the Education Advisory Board is authorized to advertise the availability of twenty (20) scholarships of \$1,000 each, establish and convene a Review Board, and select recipients.

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

RESOLUTION. NO 19-07
PAGE 3

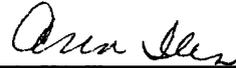
PASSED AND APPROVED THIS 7th day of February, 2007.

APPROVED:



MICHAEL D. BROWN,
MAYOR

(MUNICIPAL SEAL)



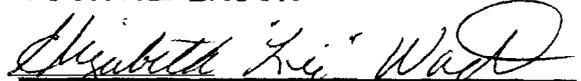
ANN ILES
CHAIRPERSON



VANESSA LEE
CHAIR PRO-TEM



NORMA DUNCOMBE
COUNCILPERSON

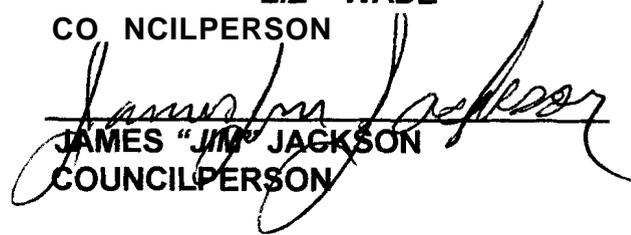


ELIZABETH "LIZ" WADE
CO NCILPERSON

ATTEST:



CARRIE E. WARD
MASTER MUNICIPAL CLERK
CITY CLERK



JAMES "JIM" JACKSON
COUNCILPERSON

MOTIONED BY: V. Lee

SECONDED BY: E. Wade

A. ILES aye

V. LEE aye

N. DUNCOMBE aye

E. WADE aye

J. JACKSON aye

REVIEWED AS TO LEGAL SUFFICIENCY

CITY ATORNEY

CITY OF RMERA BEACH

DATE:

RESOLUTION NO. 20-07 -

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF RIVIERA BEACH, PALM BEACH COUNTY, FLORIDA, AUTHORIZING THE FINANCE OIRECTOR TO APPROPRIATE GENERAL FUND-FUND BALANCE IN THE AMOUNT OF \$341,690 FOR THE PURCHASE OF TEN (10) FULLY EQUIPPED POLICE VEHICLES; AND AUTHORIZING THE PURCHASE OF SAID VEHICLES FROM DUVAL FORD OF JACKSONVILLE, FLORIDA THROUGH FLORIDA SHERIFF'S BID #06-14-0821; AND AUTHORIZING THE PURCHASE OF IN-CAR VIDEO SYSTEMS FROM MOTOROLA CORPORATION; AND AUTHORIZING THE FINANCE DIRECTOR TO PAY \$245,220.00 TO DUVAL FORD AND \$111,156.00 TO MOTOROLA FROM MOTOR VEHICLE ACCOUNT NUMBER 001-0822-521-0-6451; AND PROVIDING AN EFFECTIVE DATE.

WHEREAS, the City wishes to purchase ten (10) fully equipped police vehicles, from Duval Ford, through Florida Sheriff's Bid No. 06-14-0821; and

WHEREAS, the City wishes to equip ten (10) new police vehicles, and two (2) previously purchased vehicles, with the Mobile Video Enforcer in-car video system from Motorola Corporation. The Mobile Video Enforcer video system is currently deployed in 27 of the City's police vehicles.

WHEREAS, the total project cost is \$356,376.00 and the following funding sources are recommended:

Current Balance 001-0822-521-0-6451	14,686.00
Appropriate General Fund-Fund Balance	341,690.00
Total Funds Available	\$356,376.00

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

SECTION 1: The City Council approves the purchase of ten (10) vehicles, from Duval Ford, through Florida Sheriff's Bid No. 06-14-0821, and approves the purchase of twelve (12) Mobile Video Enforcer in-car video systems.

SECTION 2: The City Council authorizes the Finance Director to appropriate General Fund-Fund Balance in the amount of \$341 ,690.00 for the purchase of police vehicles.

RESOLUTION NO. 20-07

PAGE 2

SECTION 3: The City Council authorizes the Mayor and Finance Director to make payments from Motor Vehicle Account 001-0822-521-6451 as follows:

Item Description	Qty.	Payment	Vendor
Equipped Patrol Vehicles	10	245,220.00	Duval Ford
Mobile Video Enforcer	12	111,156.00	Motorola
Total Project Cost		\$356,376.00	

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

PASSED and **APPROVED** this 21 - day of February, 2007.

11
RESOLUTION NO. 20-07
PAGE 3

APPROVED:



MICHAEL D. BROWN
MAYOR



ANNILES
CHAIRPERSON

ATTEST:



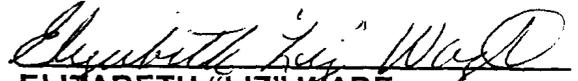
CARRIE E. WARD,
MASTER MUNICIPAL CLERK
CITY CLERK



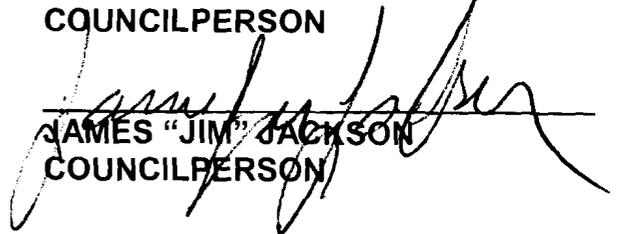
VANESSA LEE
CHAIR PRO TEM



NORMA DUNCOMBE
COUNCILPERSON



ELIZABETH "LIZ" WADE
COUNCILPERSON



JAMES "JIM" JACKSON
COUNCILPERSON

MOTIONED BY: N. Duncombe _____

SECONDED BY: V. Lee _____

V. LEE: aye _____

E. WADE: aye _____

A. ILES: aye _____

N. DUNCOMBE: aye _____

J. JACKSON: aye _____

REVIEWED AS TO LEGAL SUFFICIENCY


PAMALA HANNA RYAN, CITY ATTORNEY

DATE: 1/31/07 -

RESOLUTION NO. 21-07

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF RIVIERA BEACH, PALM BEACH COUNTY, FLORIDA, ADOPTING RULES OF DECORUM GOVERNING PUBLIC CONDUCT DURING OFFICIAL MEETINGS IN THE CITY OF RIVIERA BEACH; AND PROVIDING AN EFFECTIVE DATE.

WHEREAS, the City Council finds that there is a need to adopt formal rules as it relates to public comment during official meetings in the city; and

WHEREAS, municipalities throughout the country have adopted rules governing conduct; and

WHEREAS, Courts have upheld the enforcement of such rules to promote the government's interest in conducting orderly and efficient meetings of public bodies.

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 "Rules of Decorum Governing Public Conduct During Official Meetings in the City of Riviera Beach" document is hereby approved and adopted, said Rules attached hereto and incorporated herein.

SECTION 2. That the City Manager is authorized to place said Rules in an open and obvious location in the City Council Chambers.

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

APPROVED FEBRUARY 21, 2007.

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RESOLUTION NO. 21-07
PAGE -2-

APPROVED:



MICHAEL D. BROWN
MAYOR



ANNILES
CHAIRPERSON

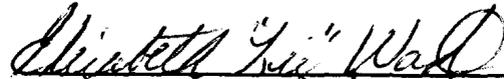
ATTEST:


CARRIE E. WARD, 7 1 11 2/24/07
MASTER MUNICIPAL CLERK
CITY CLERK

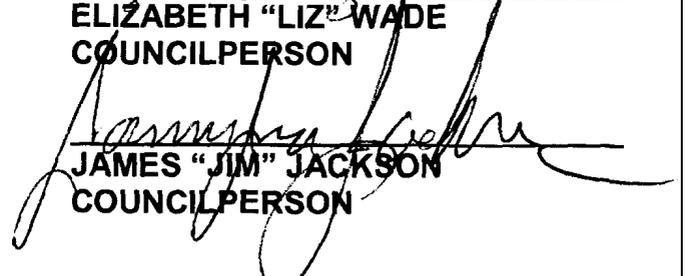
VANESSA LEE
CHAIR PRO TEM



NORMA DUNCOMBE
COUNCILPERSON



ELIZABETH "LIZ" WADE
COUNCILPERSON



JAMES "JIM" JACKSON
COUNCILPERSON

MOTIONED BY: N. puncombe

SECONDED BY: E. Wade

A. ILES aye

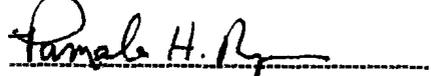
V. LEE aye

N. DUNCOMBE aye

E. WADE aye

J. JACKSON aye

REVIEWED AS TO LEGAL SUFFICIENCY


PAMALA HANNA RYAN, CITY ATTORNEY

DATE: 4/26/07

RULES OF DECORUM GOVERNING PUBLIC CONDUCT
DURING OFFICIAL MEETINGS IN THE CITY OF RIVIERA BEACH

1. No talking during meetings.
 - a. Members of the public will refrain from private conversations while meetings are in session.
 - b. Unauthorized remarks from the audience, stamping of feet, whistles, yells and similar demonstration are not permitted.
2. Impertinent remarks prohibited.

Any person making personal, impertinent, profane or slanderous remarks or who becomes boisterous while addressing Boards of the City or while attending official meetings shall be removed from the room if so directed by the presiding officer.
3. Turn off cell phones.

Cellular telephones and electronic beepers or pagers that will emit a paging or telephone sound shall not be used in the City Council Chambers and must be turned off during all meetings.
4. Obscene or insulting language prohibited.

Any audience member acting or appearing in a lewd or disgraceful manner, or who uses opprobrious, obscene or insulting language at official meetings or who does not obey the order of the presiding officer shall be censured by the presiding officer, at the presiding officer's discretion.
- √ 5. No food or beverages allowed.

Citizens or other visitors attending official meetings shall not bring food or drink into the city council chamber. All attendees shall refrain from eating food inside the council chamber.
6. Do not approach dais. Public Comment Cards.

No audience member shall approach the dais immediately preceding the beginning of an official meeting and once the meeting commences. As it relates to Council and CRA meetings, comment cards should be given to the legislative assistant who will hand them to the presiding officer. Public comment cards pertaining to a particular issue on the agenda must be given to the legislative assistant before the discussion of the item has begun.
7. Penalties.

The presiding officer may direct the police officer/security officer to remove offenders from the Council Chamber if these Rules are not followed. If the presiding officer shall fail to act, any member of the Board may move to require enforcement of the rules, and the affirmative vote of the majority of the Board shall require the presiding officer to act.

MEMORANDUM

TO: MAYOR AND CITY COUNCIL

FROM: ^{PHK} PAMALA RYAN, CITY ATTORNEY

CC: WILLIAM E. WILKINS, CITY MANAGER
ROSEANNE BROWN, CHIEF OF STAFF

DATE: DECEMBER 7, 2006

RE: RULES AND REGULATIONS GOVERNING CITY COUNCIL MEETINGS

The City Council requested a review of current regulations regarding the decorum by the public and amongst city council members during meetings. First, the public. Attached you will find proposed rules governing the public that I think the City Council should adopt via resolution. Of course, I encourage you to review the list thoroughly and make recommendations on a regulation that I may have left out. These regulations were drafted with the current City Council meetings in mind; however, my office also looked at how other governmental entities officially (in writing) control their meetings as well,

Please note that regarding curtailing the speech of audience members, the law does allow certain restriction on free speech as it pertains to regulating efficient and orderly public meetings. The Supreme Court has established that the First Amendment does not guarantee persons the right to communicate their views at all times or in any manner that may be desired. *See Brown v. City of Jacksonville*, 2006 WL 385085 (MD. Fla.) (citing *Jones v. Heyman*, 888 F. 2d 1328 (11th Cir 1989)), The Courts have established that a city may enforce reasonable regulation of the "time, place and manner" of expression whenever the excluded speech is content neutral provided it is narrowly tailored to serve a significant government interest and leaves open "ample alternative channels of communication." *See Jones v. Heyman*, 888 F. 2d 1328 (11th Cir 1989). For example, the court found the City of Jacksonville's council rule 4.505, (Disruption of Meeting), permitting barring any person, not a council member, who makes "personal impertinent or slanderous remarks or who shall become boisterous" to be a valid content neutral restriction

and thus, constitutional. *See Brown v. City of Jacksonville*, 2006 WL 385085 (M.D. Fla.).

Consequently, if the City of Riviera Beach were to decide to regulate the decorum and or delivery of the audience's comments, it is allowed to do so; however, it would have to regulate on a content neutral basis, which would include regulating all derogatory comments toward Council members.

As for regulating the city council itself, there is currently very little that addresses and/or regulates how council members should behave and interact with each other. Resolution Number 47-01, City of Riviera Beach (attached), addresses the decorum of the council members when dealing with one another by stating only that, "No council member shall impugn the motives of any other member." Similarly, most of the other local cities have like ordinances and resolutions as Riviera Beach, containing no explicit governance for the council members decorum toward each other or toward their audience members. These ordinances govern only organizationally the running of the council meetings.

On the other hand, the City of Dallas, Texas has a "Code of Conduct" that I would like you to review for possible adoption (attached), which would strengthen the courteous conduct among council members. Other issues to consider for adoption:

1. Confining remarks to the merits of the pending question.
2. Not engaging in personalities or question the merits of other council members.
3. Confining Council Comments depending on the issue.
4. Moving toward a mutual trust, respect and tolerance between the elected members as a group and between the elected members and management are expected.

Again, these are merely suggestions. I welcome your input and will wait to hear from you as a body concerning whether to formalize these recommendations for adoption.

Respectfully submitted.

Attachments

PHR:ag

RESOLUTION NO. 22=07

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF RIVIERA BEACH, PALM BEACH COUNTY, FLORIDA, ADOPTING A CODE OF CONDUCT GOVERNING ELECTED OFFICIALS DURING OFFICIAL MEETINGS IN THE CITY OF RIVIERA BEACH; AND PROVIDING AN EFFECTIVE DATE.

WHEREAS, the City Council currently has in place Resolution 47-01 which provides, among other things, rules of procedure to guide and facilitate council meetings; and

WHEREAS, the City Council finds that it is in the City's best interests to also adopt a Code of Conduct governing elected officials during its official meetings; and

WHEREAS, municipalities throughout the country have adopted rules governing the conduct of its elected officials.

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 "Code of Conduct Governing Elected Officials During Official Meetings" is hereby approved and adopted, said Code of Conduct is attached hereto and incorporated herein.

SECTION 2. That the Code of Conduct shall act as a supplement to Resolution 47-01, which was enacted in April 2001.

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

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RESOLUTION NO. 22-07
PAGE -2-

APPROVED:



MICHAEL D. BROWN
MAYOR

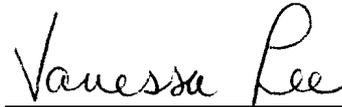


ANN ILES
CHAIRPERSON

ATTEST:



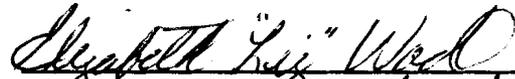
CARRIE E. WARD,
MASTER MUNICIPAL CLERK
CITY CLERK



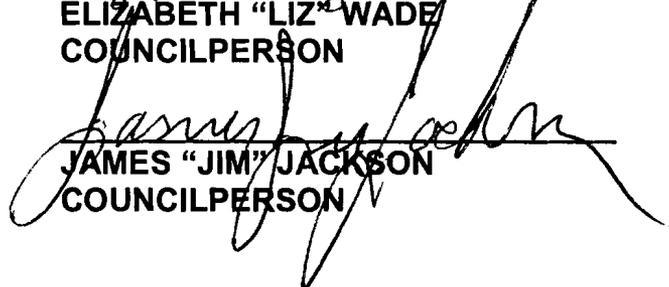
VANESSA LEE
CHAIR PRO TEM



NORMA DUNCOMBE
COUNCILPERSON



ELIZABETH "LIZ" WADE
COUNCILPERSON



JAMES "JIM" JACKSON
COUNCILPERSON

MOTIONED BY: V. LEE

SECONDED BY: N. DUNCOMBE

A. ILES AYE

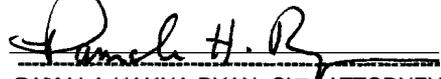
V. LEE AYE

N. DUNCOMBE AYE

E. WADE AYE

J. JACKSON AYE

REVIEWED AS TO LEGAL SUFFICIENCY



PAMALA HANNA RYAN, CITY ATTORNEY

DATE: 1/26/07

CODE OF CONDUCT
GOVERNING ELECTED OFFICIALS
DURING OFFICIAL MEETINGS

1. During official meetings, elected officials shall assist in preserving order and decorum and shall neither by conversation or otherwise delay or interrupt the proceedings nor refuse to obey the orders of the presiding officer or the rules of the assembly.

2. An elected official desiring to speak shall address the chair and, upon recognition by the presiding officer, shall confine discussion to the question under debate, avoid discussion of personalities and indecorous language, and refrain from personal attacks and verbal abuse.

3. An elected official desiring to question the administrative staff shall address questions to the city manager/eRA Director who shall be entitled either to answer the inquiries or to designate some member of staff for that purpose. Elected officials members shall not berate nor admonish staff members.

4. An elected official, once recognized, shall not be interrupted while speaking unless called to order by the presiding officer, unless a point is raised by another member, or unless the speaker chooses to yield to questions from another member. If an elected official is called to order while speaking, that member shall cease speaking immediately until the question of order is determined. If ruled to be in order, the member shall be permitted to proceed. If ruled to be not in order, the member shall remain silent or make additional remarks so as to comply with rules of the city council.

5. Elected officials shall confine their questions to the particular matters before the assembly and in debate shall confine their remarks to the issues before the assembly.

6. When there is more than one speaker on the same subject, elected officials will delay their comments until after all speakers on the subject have been heard.

7. Elected officials shall refrain from eating food inside the council chamber and also on the dais.

*This code of conduct supplements Resolution 47-01.

RESOLUTION. NO. 23-07

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF RIVIERA BEACH, PALM BEACH COUNTY, FLORIDA, AUTHORIZING ACADEMIC SUMMER CAMP '07 TO BE HELD JUNE 18 - JULY 27, 2007, ON THE CAMPUS OF JOHN F. KENNEDY MIDDLE MAGNET SCHOOL; TRANSFERRING \$55,809 FROM GENERAL FUND CONTINGENCY ACCOUNT TO THE ACADEMIC SUMMER CAMP FUND TRANSFER ACCOUNT AND SETTING UP A BUDGET IN THE AMOUNT OF \$205,809 FOR THE SIX WEEK ACADEMIC SUMMER CAMP FOR MIDDLE SCHOOL STUDENTS; \$100,000 FUNDED BY THE KNIGHT FOUNDATION AND \$50,000 FUNDED BY CHILDREN SERVICES COUNCIL WILL BE TRANSFERRED BACK TO THE GENERAL FUND WHEN REIMBURSEMENT REQUESTS HAVE BEEN PROCESSED; AUTHORIZING STAFF TO ADVERTISE AND SELECT CAMP STAFF; AND PROVIDING AN EFFECTIVE DATE.

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

WHEREAS, the City operated successful Academic Summer Camps for middle school students from 1996 - 2001 and 2003 - 2006; and

WHEREAS, the Knight Foundation has approved grant funding of \$100,000 per year for a three year period beginning June 2005 and ending July 2007; and

WHEREAS, the Children's Services Council of Palm Beach County has approved a 25% match of up to \$50,000 per year for a three year period beginning in May 2005; and

WHEREAS, the City Council on April 6, 2005, conceptually approved \$62,500 per year for a three year period beginning May 2005 and ending August 2007;

WHEREAS, a budget review indicates that the match amount required from the City of Riviera Beach is \$55,809 for fiscal year 2006 - 2007.

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

SECTION 1. That the Finance Director is authorized to transfer funds from General Fund Contingency account number 001-0203-519-0-5999 to the Academic Summer Camp Fund Transfer account number 001-0203-581-0-0144 for the City's match in the amount of \$55,809.

SECTION 2. That the Finance Director is authorized to set up a budget in the amount of \$205,809 for Academic Summer Camp '07 as follows:

Revenue:

144-00-381 001	\$ 55,809	Transfer from General Fund
144-00-366929	\$100,000	Knight Foundation Grant
144-00-337706	\$ <u>50,000</u>	Children Services Council
	\$205,809	

Expense:

144-1232-572-0-1201	\$ 49,431	Salary
144-1232-572-0-1203	-0-	Overtime
144-1232-572-0-1401	\$ 3,781	FICA
144-1232-572-0-3102	\$ 2,750	Employee Medical
144-1232-572-0-3404	\$130,975	Contract Services Personnel
144-1232-572-0-3406	\$ 2,500	Contract Services Other
144-1232-572-0-4001	\$ 3,218	Travel / Field Trips
144-1232-572-0-5201	\$ 9,654	Operating Supplies General
144-1232-572-0-5205	\$ <u>3,500</u>	Operating Supplies Clothing
Total	\$205,809	

RESOLUTION NO. 23-07 _____

PAGE 3

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

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

PASSED AND APPROVED this 21 day of Jan 2007.

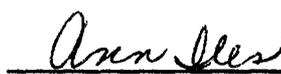
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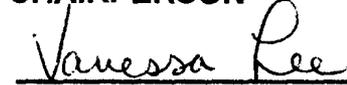

MICHAEL D. BROWN
MAYOR

(MUNICIPAL SEAL)

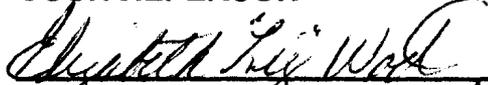
ATTEST:

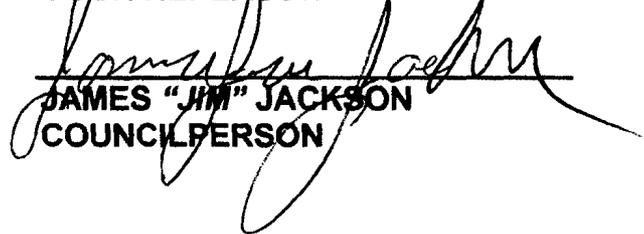

CARRIE E. WARD,
MASTER MUNICIPAL CLERK
CITY CLERK


ANN ILES
CHAIRPERSON


VANESSA LEE
CHAIR PRO-TEM


NORMA DUNCOMBE
COUNCILPERSON


ELIZABETH "LIZ" WADE
COUNCILPERSON


JAMES "JIM" JACKSON
COUNCILPERSON

MOTIONED BY: E. WADE

SECONDED BY: V. LEE

A. ILES AYE

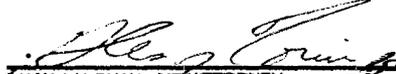
V. LEE AYE

N. DUNCOMBE AYE

E. WADE AYE

J. JACKSON AYE

REVIEWED AS TO LEGAL SUFFICIENCY


PAMALA H. RYAN, CITY ATTORNEY

CITY OF RIVIERA BEACH

DATE: 2-21-07

RESOLUTION NO. 24-07

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF RIVIERA BEACH, PALM BEACH COUNTY, FLORIDA, AUTHORIZING THE MAYOR AND CITY CLERK TO EXECUTE AN EMERGENCY SERVICES AGREEMENT FOR MUTUAL ASSISTANCE, AUTOMATIC AID, AND DISPATCH SERVICES BETWEEN THE CITY OF RIVIERA BEACH AND PALM BEACH COUNTY FOR THE PROVISION OF FIRE AND EMERGENCY MEDICAL DISPATCH SERVICES; AND PROVIDING AN EFFECTIVE DATE.

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

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

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

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

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

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

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

RESOLUTION NO. 24-07
PAGE 2

PASSED and APPROVED this 21 day of February, 2007.

APPROVED:


MICHAEL D. BROWN
MAYOR


ANNILES
CHAIRPERSON

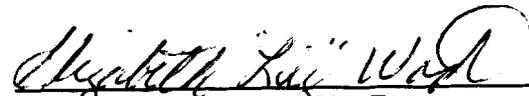
(MUNICIPAL SEAL)

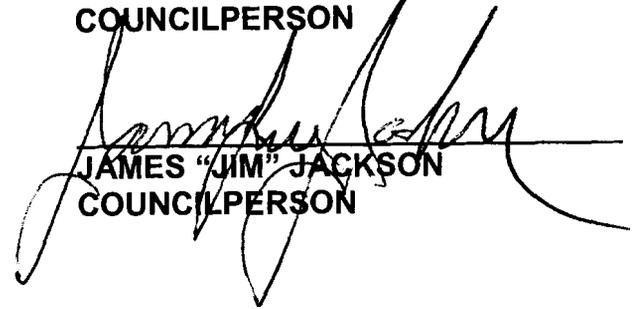

VANESSA LEE
CHAIR PRO TEM

ATTEST:


NORMA DUNCOMBE
COUNCILPERSON


CARRIE E. ARD,
MASTER MUNICIPAL CLERK
CITY CLERK


ELIZABETH "LIZ" WADE
COUNCILPERSON


JAMES "JIM" JACKSON
COUNCILPERSON

MOTIONED BY: N. DUNCOMBE

SECONDED BY: V. LEE

A.ILES: AYE

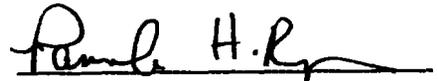
V. LEE: AYE

N. DUNCOMBE: AYE

E. WADE: AYE

J. JACKSON: AYE

REVIEWED AS TO LEGAL SUFFICIENCY


PAMALA HANNA RYAN, CITY ATTORNEY

Date: 2/14/07

RESOLUTION NO. 25-07

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF RIVIERA BEACH, PALM BEACH COUNTY, FLORIDA, APPROVING THE PURCHASE OF ELEVEN (11) TRUCKS, ONE (1) SUV, AND ONE (1) VAN FROM DUVAL FORD OF JACKSONVILLE, FLORIDA; IN THE AMOUNT OF \$259,960.00, FROM PIGGY-BACKING THE SHERIFFS' ASSOCIATION OF COUNTIES PURCHASING CONTRACT NO. 06-14-0821; AUTHORIZING THE INTERIM FINANCE DIRECTOR TO APPROPRIATE GENERAL FUND, FUND BALANCE IN THE AMOUNT OF \$20,000.00 TO PURCHASE A NEW MAIL TRUCK FOR THE PURCHASING DEPARTMENT AND; AUTHORIZING THE INTERIM FINANCE DIRECTOR TO PAY \$259,960.00 TO DUVAL FORD FROM THE FOLLOWING CAPITAL MOTOR VEHICLES ACCOUNT NUMBERS FOR EACH DEPARTMENT; AND PROVIDING AN EFFECTIVE DATE.

001-0715-524-0-6451	\$32,212
001-0716-524-0-6451	\$16,471
001-1123-534-0-6451	\$19,710
001-1127-541-0-6451	\$23,707
001-1129-519-0-6451	\$32,736
001-1234-572-0-6451	\$23,297
310-1128-534-0-6451	\$23,707
310-1236-572-0-6451	\$20,306
001-1706-513-0-6451	\$19,711
460-1127-541-0-6451	<u>\$48,103</u>
	\$259,960.00

WHEREAS, staff wishes to purchase eleven (11) trucks, one (1) SUV, and one (1) van, as approved in the 2006/2007 Capital Budget, from Duval Ford, through Florida Sheriffs Association of Counties Purchasing Contract No. 06-14-0821, to be used by the Public Works, Community Development, Parks & Recreation, and the Purchasing department; and

WHEREAS, the City wishes to purchase the following vehicles:

<u>Vehicle Description</u>	<u>Qty.</u>	<u>Cost</u>	<u>Dept./Division</u>
2007 Ford F250 4X4	2	\$47,414.00	Public Works
2007 Ford F250 4X2	3	\$48,103.00	Public Works
2007 Ford F450 4X4	1	\$32,736.00	Public Works
2007 Ford F250 4X4 (Short Bed)	1	\$19,710.00	Public Works
2007 Ford F250 4X2	3	\$48,683.00	CDEC
2007 Ford F250 4X4	1	\$23,297.00	Parks & Rec.
2007 Ford E-350 15 Passenger Van	1	\$20,306.00	Parks & Rec.
2007 Ford Explorer 4X2 SUV	1	\$19,711.00	Purchasing
Total Item/Project Cost:		\$259,960.00	

RESOLUTION NO. 25-07

PAGE 2

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

SECTION 1. The City Council approves the purchase of eleven (11) trucks, one (1) SUV, and one (1) van from Duval Ford, through the Florida Sheriffs Association of Counties Purchasing Contract No. 06-14-0821.

SECTION 2. The City Council authorizes the Finance Director to make payment in the amount of \$259,960.00 to Duval Ford of Jacksonville, Florida, from the appropriate departments' Capital Motor Vehicles Accounts.

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

PASSED and APPROVED this 21 day of February, 2007.

APPROVED:

[Signature]

Ann Iles
ANNILES
CHAIRPERSON

ATTEST:

[Signature]

CARRIE E. WARD,
MASTER MUNICIPAL CLERK
CITY CLERK

Vanessa Lee
VANESSA LEE
CHAIR PRO TEM

Norma Duncombe
NORMA DUNCOMBE
COUNCILPERSON

Elizabeth "Liz" Wade
ELIZABETH "LIZ" WADE
COUNCILPERSON

James "Jim" Jackson
JAMES "JIM" JACKSON
COUNCILPERSON

MOTIONED BY: V. LEE

SECONDED BY: N. DUNCOMBE

A. ILES AYE

V. LEE AYE

N. DUNCOMBE AYE

E. WADE AYE

J. JACKSON AYE

REVIEWED AS TO LEGAL EFFICIENCY

Pamala H. Ryan
PAMALA HANNA RYAN, CH. ATTORNEY

DATE: 2/14/07

RESOLUTION NO. 26-07

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF RIVIERA BEACH, PALM BEACH COUNTY, FLORIDA, AWARDING BID NO. 14907 AND AUTHORIZING THE MAYOR AND CITY CLERK TO EXECUTE THE PROPOSED CONSTRUCTION SERVICES CONTRACT WITH WEST CONSTRUCTION OF LANTANA, FLORIDA FOR THE CONSTRUCTION OF FOUR (4) BASKETBALL COURTS FOR PHASE II IMPROVEMENTS OF THE DAN CALLOWAY RECREATIONAL COMPLEX IN THE AMOUNT OF \$347,928.00; AND PROVIDING AN EFFECTIVE DATE.

WHEREAS, the City Council of the City of Riviera Beach, Palm Beach County, Florida, does hereby accept the Purchasing Department's recommendation and approves the construction contract for the construction of four (4) basketball courts for the Dan Calloway Recreational Complex to be completed by West Construction, Inc. of Lantana, Florida in the amount of \$347,928.00 and

WHEREAS, authorizes the Mayor and Finance Director to Make Payment from the Parks & Recreation Capital Impact Fee Fund account # 310-1236-572-0-6351.

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

SECTION 1. The City Council hereby accepts the proposal and awards a Construction Services Contract to West Construction Inc. of Lantana Florida in the amount of \$347,928.00 for the construction of four (4) basketball courts for the Dan Calloway Recreational Complex; and authorizes the Mayor and City Clerk to execute same.

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

SECTION 3. The City Manager shall have authority to approve change orders in an amount not to exceed 7% of the contract award.

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

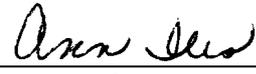
PASSED AND APPROVED this 21 day of February 2007

RESOLUTION NO. 26-07
PAGE 2.

APPROVED:

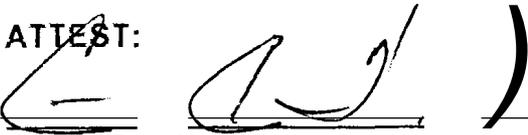


MICHAEL D. BROWN
MAYOR

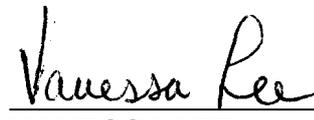


ANN ILES
CHAIRPERSON

ATTEST:



CARRIE E. WARD,
MASTER MUNICIPAL CLERK
CITY CLERK



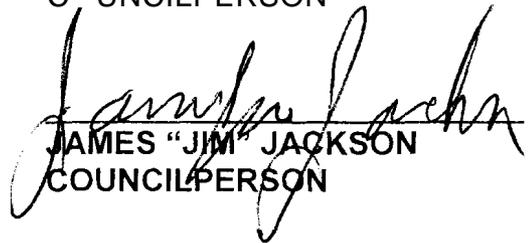
VANESSA LEE
CHAIR PRO TEM



NORA DUNCOMBE

C CILPER Q)

ELIZ BETH "LIZ" WADE
C. UNCILPERSON



JAMES "JIM" JACKSON
COUNCILPERSON

MOTIONED BY: V. LEE

SECONDED BY: E. WADE

A. ILES: AYE

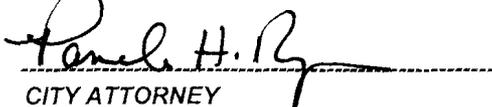
V. LEE: AYE

N. DUNCOMBE: AYE

L. WADE: AYE

J. JACKSON: AYE

REVIEWED AS TO LEGAL SUFFICIENCY



CITY ATTORNEY
PAMALA HANNA RYAN

DATE: 2/16/07



600 SANDTREE DRIVE
SUITE 101
PALM BEACH GARDENS, FLORIDA 33403
TELEPHONE (561) 776-9001
FACSIMILE (561) 776-9605
www.calinc.com

February 26, 2007

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

**RE: WEST CONSTRUCTION, INC.
DAN CALLOWAY PHASE II: BASKETBALL COURTS
BID NO. 09304**

Dear Sir or Madam:

This letter will serve as Western Surety Company's authority for the City of Riviera Beach to date the Performance Bond, the Payment Bond and the necessary Power of Attorney for the above captioned.

We acknowledge this must be handled in this manner, as the necessary forms must be filed with the City of Riviera Beach prior to the physical execution of the contract.

Yours truly,

D. Michael Stevens
Attorney-in-Fact
Western Surety Company



600 SANDTREE DRIVE
SUITE 101
PALM BEACH GARDENS, FLORIDA 33403
TELEPHONE (561) 776-9001
FACSIMILE (561) 776-9605
www.calinc.com

Contract No.: 14907

Surety Bond No.: 929412727

Contractor Name: WEST CONSTRUCTION INC.

Surety Company: WESTERN SURETY COMPANY

Address: 318 SOUTH DIXIE HIGHWAY, 4-5
LAKE WORTH, FL 33460

Address: 2405 LUCIEN WAY
MAITLAND, FL 32751

Phone Number: 561/588-2027

Phone Number: 407/919-2260

Owner Name: CITY OF RIVIERA BEACH

Project Name: DAN CALLOWAY PHASE II:
BASKETBALL COURTS

Address: 600 W. BLUE HERON BLVD
RIVIERA BEACH, FLORIDA 33404

Project Location: 1420 WEST 10TH STREET
RIVIERA BEACH, FLORIDA 33404

Phone Number: 561/845-4060

Contract Amount: TWO HUNDRED NINETY FIVE THOUSAND TWO HUNDRED FIFTY EIGHT AND
NO/1 00-----(\$295,258.00)

Description of Work: CONSTRUCTION OF FOUR BASKETBALL COURTS

Legal Description of Project: SEE ATTACHED

This bond is given to comply with section 255.05 Florida Statutes and any action instituted by a claimant under this bond for payment must be in accordance with the notice and time limitation provisions in Section 255.05(2), Florida Statutes. Any provision of this bond which conflicts with or purports to grant broader or more expanded coverage in excess of the minimum requirements of the applicable statute shall be deemed deleted herefrom. This bond is a statutory bond, not a common law bond.

This is the front page of the performance/payment bond(s) regardless of preprinted numbers on other pages issued in compliance with Florida Statute 255.05.

Bond No. 929412727

PAYMENT BOND

KNOW ALL PERSONS BY THESE PRESENTS: That West Construction, Inc.

Principal, and Western Surety Company

Surety, are firmly held and firmly bound unto City of Riviera Beach

_____, Obligee, in the sum of
Two Hundred Ninety Five Thousand Two Hundred Fifty
Eight and NollOO Dollars (\$ 295,258.00),
for the payment of which we bind ourselves, our legal representatives, successors and assigns, jointly and
severally, firmly by these presents.

WHEREAS, Principal has entered into a contract with Obligee, dated _____

for Dan Calloway Phase II: Basketball Courts
copy of which contract is by reference made a part hereof.

NOW, THEREFORE, if Principal shall promptly make payment to all persons supplying labor and material
incorporated in the prosecution of the work provided for in said contract, then this obligation shall be void;
otherwise to remain in full force and effect.

PROVIDED HOWEVER, that the Obligee having required the said Principal to furnish this bond in
accordance with any applicable statutes, all rights and remedies shall inure solely to the statutory
beneficiaries in accordance with the provisions, conditions, and limitations of said applicable statutes to the
same extent as if they were copied at length herein.

SIGNED, SEALED AND DATED this 26th day of February, 2007

West Construction, Inc.
By: Martha A. Morgan
Martha A. Morgan, President

Western Surety Company
By: D. Michael Stevens
D. Stevens Attorney-in-Fact

This bond is given to **comply with Section 255.05 Florida Statutes, and any**
action instituted by a claimant under this bond for payment must be in
accordance with the notice and time limitation provisions in Section
255.05(2). Florida Statutes.

Bond No. 929412727

PERFORMANCE BOND

KNOW ALL MEN BY THESE PRESENTS: That we West Construction, Inc.

_____, Principal,

and Western Surety Company

_____, Surety, are held and finny bound unto

City of Riviera Beach

_____, Obligee, in the sum of

Two Hundred Ninety Five Thousand Two Hundred Fifty

Eight and No/100^{ths}

Dollars (\$ 295,258.00)

for the payment of which we bind ourselves, our legal representatives, successors and assigns, jointly and severally, firmly by these presents.

WHEREAS, Principal has entered into a contract with Obligee, dated _____ day of _____

_____, for Dan Calloway Phase II: Basketball Courts

_____ copy of which contract is by reference made a part hereof.

NOW, THEREFORE, if Principal shall faithfully perform such contract or shall indemnify and save harmless the Obligee from all cost and damage by reason of Principal's failure so to do, then this obligation shall be null and void; otherwise it shall remain in full force and effect.

Signed, sealed, and dated 26th day of February 2007

Martha A. Morgan (Seal)

Principal

West Construction, Inc.

Martha A. Horgan, President

Western Surety Company

surety

By D. Michael Stevens

Attorney-in-Fact

D. Michael Stevens

EXHIBIT "A"

DAN CALLOWAY RECREATION COMPLEX
PHASE II- BASKETBALL COURTS
BID NO. 14907
CITY OF RIVIERA BEACH

ADDRESS: 1420 WEST 10TH STREET
RIVIERA BEACH, FL 33404

PCN(S): 56-43-42-32-00-000-1050
56-43-42-32-00-000-3010

LEGAL DESCRIPTION:

32-42-43; W 200 FT OF SW $\frac{1}{4}$ OF SW $\frac{1}{4}$ OF NE $\frac{1}{4}$
AND E $\frac{1}{2}$ OF SE $\frac{1}{4}$ OF SE $\frac{1}{4}$ OF NW $\frac{1}{4}$ PALM BEACH
COUNTY, FL

Western Surety Company

POWER OF ATTORNEY APPOINTING INDIVIDUAL ATTORNEY-IN-FACT

Know All Men By These Presents, That WESTERN SURETY COMPANY, a South Dakota corporation, is a duly organized and existing corporation having its principal office in the City of Sioux Falls, and State of South Dakota, and that it does by virtue of the signature and seal herein affixed hereby make, constitute and appoint

Don A Lambert Jr, D Michael Stevens, Individually

of Palm Beach Gardens, FL, its true and lawful Attorney(s)-in-Fact with full power and authority hereby conferred to sign, seal and execute for and on its behalf bonds, undertakings and other obligatory instruments of similar nature

- In Unlimited Amounts -

and to bind it thereby as fully and to the same extent as if such instruments were signed by a duly authorized officer of the corporation and all the acts of said Attorney, pursuant to the authority hereby given, are hereby ratified and confirmed.

This Power of Attorney is made and executed pursuant to and by authority of the By-Law printed on the reverse hereof, duly adopted, as indicated, by the shareholders of the corporation.

In Witness Whereof, WESTERN SURETY COMPANY has caused these presents to be signed by its Senior Vice President and its corporate seal to be hereto affixed on this 24th day of October, 2006.



WESTERN SURETY COMPANY

Paul T. Brufal, Senior Vice President

State of South Dakota
County of Minnehaha

On this 24th day of October, 2006, before me personally came Paul T. Brufal, to me known, who, being by me duly sworn, did depose and say: that he resides in the City of Sioux Falls, State of South Dakota; that he is the Senior Vice President of WESTERN SURETY COMPANY described in and which executed the above instrument; that he knows the seal of said corporation; that the seal affixed to the said instrument is such corporate seal; that it was so affixed pursuant to authority given by the Board of Directors of said corporation and that he signed his name thereto pursuant to like authority, and acknowledges same to be the act and deed of said corporation.

My commission expires

November 30, 2012



D. Krell, Notary Public

CERTIFICATE

I, L. Nelson, Assistant Secretary of WESTERN SURETY COMPANY do hereby certify that the Power of Attorney hereinabove set forth is still in force, and further certify that the By-Law of the corporation printed on the reverse hereof is still in force. In testimony whereof I have hereunto subscribed my name and affixed the seal of the said corporation this _____ day of _____



WESTERN SURETY COMPANY

L. Nelson, Assistant Secretary

**CITY OF RIVIERA BEACH
CONTRACT FOR CONSTRUCTION**

This Contract is made as of this _____ day of _____, 2007 by and between the CITY OF RIVIERA BEACH, a Political Subdivision of the State of Florida, by and through its CITY COUNCIL, hereinafter referred to as the CITY, and West Construction Inc.

an individual, a partnership, a corporation authorized to do business in the State of Florida, hereinafter referred to as the CONTRACTOR, whose Federal LD. is 59-1809068 .

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

ARTICLE 1- SERVICES

The CONTRACTOR'S responsibility under this Contract is to provide construction services in the area of the construction of four (4) new full length concrete basketball courts for the Dan Calloway Recreation Center as more specifically set forth in the Invitation to Bid, to wit, Bid No.: 14907, hereinafter the "Bid", the Addenda, Specifications, Plans, General and Special Conditions of which are incorporated herein by reference; and

To the extent there exist a conflict between the bid and this Contract, the terms, conditions, covenants, and/or provisions of this contract shall prevail. Wherever possible, the provisions of such documents shall be construed in such a manner as to avoid conflicts between provisions of various documents.

The CITY'S representative liaison during the performance of this Contract shall be the City Engineer, Lal "John" Samadi, telephone no. 561-845-4060.

ARTICLE 2 - SCHEDULE

- A. Time of Completion - Construction work must begin within five (5) calendar days from the date of receipt of official notice to proceed; provided the CITY has received proof of insurance as set forth in Article 11 and a Performance and Surety Bond as set forth in Article 31 in a form satisfactory to the CITY. Construction work shall be carried on at a rate to insure its full completion within twenty-five (25) calendar days from the date of official notice to proceed, the rate of progress and time of completion being essential conditions of this Contract.
- B. Deduction for not completing on time - If the contract work is not fully complete according to the terms of this Contract within the limits herein stipulated, the CONTRACTOR shall pay the CITY, not as a penalty, but as liquidated damages, a sum equal to three hundred and seventy-five dollars (\$375.00) for each day elapsing between the expiration of such time limit and the date of full completion, providing, however, that the time limits herein stated are subject to extension without payment of damages, as provided in Article 17, herein.

C. Reports - Reports and other items shall be delivered or completed in accordance with the Contract Specifications and Plans for the Dan Calloway Phase II: Basketball Courts, Bid No. 14907.

ARTICLE 3 - PAYMENTS TO CONTRACTOR

\$ 295,258.00 *MAK*

A. Generally - The CITY agrees to compensate the CONTRACTOR ~~\$372,978~~ in accordance with its Base Bid fee proposal as set forth in the CONTRACTOR'S response to Bid #14907. Payment will be made based upon progress payment requests, submitted on a form approved by the CITY.

B. Progress Invoices - No later than the 20th day of every month, the CONTRACTOR shall prepare and submit, on a form approved by the CITY'S representative, a detailed estimate and invoice which has been completed from the start of the job up to and including the last day of the preceding month, together with such supporting evidence of the expenditures as required by this Contract.

C. Progress Payments - Invoices received from the CONTRACTOR pursuant to this Contract will be reviewed and approved by the CITY representative, indicating that services have been rendered in conformity with the Contract and then will be sent to the Finance Department for payment. The CITY will pay to the CONTRACTOR ninety percent (90%) of the value based on the CONTRACTOR'S estimate and invoice, as approved by the CITY representative. Invoices will normally be paid within thirty (30) days following the CITY representative's approval.

D. Payment of Expenses - There are no reimbursable expenses for this contract. The CONTRACTOR is responsible for any and all expenses related to the completion of this contract.

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

ARTICLE 4 - TRUTH-IN-NEGOTIATION CERTIFICATE

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

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

ARTICLE 5 - TERMINATION

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

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

ARTICLE 6 - PERSONNEL

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

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

Any changes or substitutions in the CONTRACTOR'S key personnel, must be made known to the CITY'S representative and written approval must be granted by the CITY'S representative before said change or substitution can become effective.

The CONTRACTOR warrants that all services shall be performed by skilled and competent personnel to the highest professional standards in their respective field(s).

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

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

ARTICLE 7 - SUBCONTRACTING

The CITY reserves the right to accept the use of a subcontractor or to reject the selection of a particular subcontractor and to inspect all facilities and approve all qualifications of any subcontractor in order to make a determination as to the capability of the subcontractor to perform properly under this Contract. The CONTRACTOR is encouraged to seek minority and women business enterprises for participation in subcontracting opportunities.

If a subcontractor fails to perform or make progress, as required by this Contract, and it is necessary to replace the subcontractor to complete the work in a timely fashion, the CONTRACTOR shall promptly do so, subject to acceptance of the new subcontractor by the CITY.

If subcontractor(s) are used, the CONTRACTOR shall use only licensed and insured subcontractor(s), and shall require any subcontractor, as may be applicable, to provide a payment bond. All subcontractors shall be required to promptly make payments to any person who, directly or indirectly, provides services or supplies under this Contract.

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

ARTICLE 8 - MIWBE PARTICIPATION

Minority/Women-Owned Business Enterprises ("MIWBE") shall have the opportunity to participate in this project. CONTRACTOR is hereby informed that the CITY has established a goal of a minimum of 15% participation of M/WBE. A good faith effort will be made to hire M/WBE.

In keeping with the CITY'S policy, the CONTRACTOR further agrees to hire minority sub-contractors to work on this project.

In accordance with the CITY'S MIWBE Ordinance #2412, as amended, the CONTRACTOR agrees to the M/WBE participation for this Contract and agrees to abide by all provisions of the M/WBE Ordinance and understands that failure to comply with any of the requirements will be considered a breach of contract.

The CONTRACTOR agrees to maintain all relevant records and information necessary to document compliance with Ordinance #2412, as amended, and will allow the CITY to inspect such records.

ARTICLE 9 - FEDERAL AND STATE TAX

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

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

ARTICLE 10 - AVAILABILITY OF FUNDS

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

ARTICLE 11 - INSURANCE

A. Prior to execution of this Contract by the CITY, the CONTRACTOR 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 the CONTRACTOR 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 thirty (30) days prior written notice to the CITY'S representative. Compliance with the foregoing requirements shall not relieve the CONTRACTOR of its liability and obligations under this Contract.

B. The CONTRACTOR shall maintain during the term of this Contract, standard Professional Liability Insurance in the minimum amount of \$1,000,000.00 per occurrence.

C. The CONTRACTOR shall maintain, during the life of this Contract, commercial general liability, including contractual liability, insurance in the amount of \$500,000.00 per occurrence to protect the CONTRACTOR from claims for damages for bodily and personal injury, including wrongful death, as well as from claims of property damages which may arise from any operations under this Contract, whether such operations be by the CONTRACTOR or by anyone, directly or indirectly, employed by or contracting with the CONTRACTOR.

D. The CONTRACTOR shall maintain, during the life of this Contract, comprehensive automobile liability insurance in the minimum amount of \$500,000.00 combined single limit for bodily injury and property damages liability to protect the CONTRACTOR from claims for damages for bodily and personal injury, including death, as well as from claims for property damage, which may arise from the ownership, use, or maintenance of owned and non-owned automobiles including, but not limited to, leased and rented automobiles, whether such operations be by the CONTRACTOR or by anyone, directly or indirectly, employed by the CONTRACTOR.

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

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

ARTICLE 12 - INDEMNIFICATION

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

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

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

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

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

ARTICLE 13 - SUCCESSORS AND ASSIGNS

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

ARTICLE 14 - VENUE

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

ARTICLE 15-REMEDIES

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

ARTICLE 16 - CONFLICT OF INTEREST

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

The CONTRACTOR shall promptly notify the CITY'S representative, in writing, by certified mail, of all potential conflicts of interest for any prospective business association, interest or other circumstance which may influence or appear to influence the CONTRACTOR'S judgment or quality of services being provided hereunder. Such written notification shall identify the prospective business association, interest or circumstance, the nature of work that the CONTRACTOR may undertake and request an opinion of the CITY as to whether the association, interest or circumstance would, in the opinion of the CITY, constitute a conflict of interest if entered into by the CONTRACTOR. The CITY agrees to notify the CONTRACTOR of its opinion by certified mail within thirty (30) days of receipt of notification by the CONTRACTOR. If, in the opinion of the CITY, the prospective business association, interest or circumstance would not constitute a conflict of interest by the CONTRACTOR, the CITY shall so state in the notification and the CONTRACTOR shall, at its option, enter into said association, interest or circumstance and it shall be deemed not in conflict of interest with respect to services provided to the CITY by the CONTRACTOR under the terms of this Contract.

ARTICLE 17 - DELAYS AND EXTENSION OF TIME

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

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

If the CONTRACTOR is delayed at any time in the process of the work by any act or neglect of the CITY or its employees, or by any other contractor employed by the CITY, or by changes ordered by the CITY or in an unusual delay in transportation, unavoidable casualties, or any causes beyond the CONTRACTOR'S control, or by delay authorized by the Engineer pending negotiation or by any cause which the Engineer shall decide justifies the delay, then the time of completion shall be extended for any reasonable time the CITY may decide. No extension shall be

made for a delay occurring more than seven (7) days before a claim therefore is made in writing to the Engineer. In the case of continuing cause of delay, only one (1) claim is necessary.

If no schedule or other agreement sets forth the dates by which the drawing(s) shall be furnished, then no claims for delay shall be allowed because of failure to furnish such drawing(s), until two (2) weeks after demand for the drawings and not then unless said claim is reasonable.

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

ARTICLE 18 - INDEBTEDNESS

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

ARTICLE 19 - DISCLOSURE AND OWNERSHIP OF DOCUMENTS

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

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

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

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

ARTICLE 20 - INDEPENDENT CONTRACTOR RELATIONSHIP

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

relationship and the relationship of its employees to the CITY shall be that of an Independent Contractor and not as employees or agents of the CITY.

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

ARTICLE 21 - CONTINGENT FEES

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

ARTICLE 22 - ACCESS AND AUDITS

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

ARTICLE 23 - NONDISCRIMINATION

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

ARTICLE 24 - ENFORCEMENT COSTS

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

ARTICLE 25 - AUTHORITY TO PRACTICE

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

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

ARTICLE 26 - SEVERABILITY

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

ARTICLE 27 - PUBLIC ENTITY CRIMES

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

ARTICLE 28 - MODIFICATIONS OF WORK

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

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

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

ARTICLE 29 - NOTICE

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

Mr. Lal "John" Samadi
City Engineer
City of Riviera Beach
600 West Blue Heron Boulevard
Riviera Beach, Florida 33404

and if sent to the CONTRACTOR shall be mailed to:

Martha Morgan
President
West Construction
WEST CONSTRUCTION, INC.
318 SOUTH DIXIE HWY.
SUITE 4-S
LAKE WORTH, FL 33409-4452

ARTICLE 30 - ENTIRETY OF CONTRACTUAL AGREEMENT

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

ARTICLE 31 - SPECIAL CONDITIONS

All materials and supplies provided by CONTRACTOR shall be in accordance with the plans and specifications approved by the CITY.

The CONTRACTOR shall furnish bonds and maintain said bonds throughout the duration of the project as provided for in Florida Statutes section 255.01 Et. Seq., covering the faithful performance of the Contract and payment of all obligations arising thereunder. The bonds shall be secured by the CONTRACTOR from a surety company licensed in the State of Florida with an "A-" rating or better in management and a "10" rating or better in strength as rated by Best's Key Rating Guide published by Alfred M. Best Company, Oldwick, New Jersey 08858.

The CONTRACTOR shall be required to provide Surety Bonds in the amount of one hundred percent (100%) of the Contract amount. The required premiums shall be paid for by the CONTRACTOR.

In addition to the above-minimum qualifications, the surety company must meet at least one of the following additional qualifications:

1. The surety company shall hold a current certificate or authority as an acceptable surety of federal bonds in accordance with the United States Department of Treasury Circular 570, Current Revision. The surety company shall provide the CITY with satisfactory evidence that such excess risk has been protected in an acceptable manner.
2. The surety company shall have at least the following minimum ratings in the latest revision of Best's Key Rating Guide: Best's Policy Holders Ratings -A- (minimum); Best Financial Category - Class 1.
3. For projects that do not exceed \$500,000.00, the CITY will accept bonds in accordance with Florida Statute section 287.0935.
4. If the surety is declared bankrupt, becomes insolvent, its right to do business in the State of Florida is terminated or it ceases to meet the requirements set forth above, the CONTRACTOR shall within ten (10) working days after notification by the CITY substitute another bond and surety company, at no cost to the CITY, meeting the above requirements.

ARTICLE 32 - INSPECTION OF WORK

The CITY'S representative or the CITY'S Engineer shall at all times have access to work wherever it is, in preparation or progress, and the CONTRACTOR shall provide proper facilities for such access and for inspection.

If the specifications, the Engineer's instructions, laws, ordinances or any public authority requires any work to be specially tested or approved, the CONTRACTOR shall give the Engineer timely notice of its readiness for inspection. Inspections by the Engineer shall be made promptly and where practicable, at the source of supply. If any work should be covered up without approval or consent of the Engineer, it must, if required by the Engineer, be till covered for examination, at the CONTRACTOR'S expense.

ARTICLE 33- WARRANTY/GUARANTY

All materials and equipment to be furnished and/or installed by the CONTRACTOR under this Contract as it relates to the construction of basketball courts for Phase 2 of the Dan Calloway Recreational Complex Revitalization, Bid No. 14907, shall be guaranteed by the Manufacturer, if any, for a period of one (1) year from the date of final acceptance thereof against defective materials, design and workmanship. The CONTRACTOR shall guarantee all of its work, for a period of one year. Upon receipt of notice from the CITY of failure of any part covered under such warranty/guaranty period, the affected part, parts, or materials shall be replaced promptly with new parts or materials by the CONTRACTOR or Manufacturer at no expense to the CITY. In the event the CONTRACTOR fails to make the necessary repairs or replacements within thirty (30) days after notification by the CITY, the CITY may accomplish the work at the expense of the CONTRACTOR.

The CONTRACTOR shall provide the CITY with a written warranty of its work and with a copy of the manufacture's warranty as it relates to the materials and parts provided under this Contract.

ARTICLE 34 - PROTECTION OF WORK AND PROPERTY

The CONTRACTOR shall continuously maintain adequate protection of all work from damage, and shall protect such work and the CITY'S property from injury or loss arising during the term of the Contract. Except for any such damage, injury, or loss which may be directly due to errors caused by the CITY or employees of the CITY, the CONTRACTOR shall adequately protect adjacent property, as provided by the law, and shall provide guard fences, lights, and any other necessary materials to carry out such protection.

Until acceptance of the work by the CITY, the CITY'S property shall be under the charge and care of the CONTRACTOR and the CONTRACTOR shall take every necessary precaution against injury or damage to the work by the action of the elements or from any other cause whatsoever, and the CONTRACTOR shall repair, restore and make good, without additional charge any work occasioned by any of the above causes before its completion and acceptance by the CITY.

ARTICLE 35 - TIME

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

ARTICLE 36 - TERMINOLOGY AND CAPTIONS

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

ARTICLE 37 - WAIVER

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

ARTICLE 38 - PREPARATION

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

ARTICLE 39 - MATERIALITY

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

ARTICLE 40 - REPRESENTATIONS BINDING AUTHORITY

CONTRACTOR has full power, authority and legal right to execute and deliver this Contract and perform all of its obligations under this Contract. By signing this Contract, Marta Morgan hereby represents to the CITY that she has the authority and full legal power to execute this Contract and any and all documents necessary to effectuate and implement the terms of this Contract on behalf of the party for whom he or she is signing and to bind and obligate such party with respect to all provisions contained in this Contract.

ARTICLE 41- EXHIBITS

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

ARTICLE 42 - CONTRACT DOCUMENTS AND CONTROLLING PROVISIONS

This Contract consists of Instruction to Bidders, General Conditions, Special Conditions, Plans and specifications. The CONTRACTOR agrees to be bound by all the terms and conditions set forth in this Contract and Bid No. 09304. To the extent that there exists a conflict between this Contract and the Bid, the terms, conditions, covenants, and/or provisions of this Contract shall prevail. Wherever possible, the provisions of such documents shall be construed in such a manner as to avoid conflicts between provisions of the various documents.

ARTICLE 43 - LEGAL EFFECT

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

ARTICLE 44 - NOTICE OF COMPLAINTS OR SUITS

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

ARTICLE 45 - SURVIVABILITY

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

ARTICLE 46-DEFAULT

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

- a. The filing of a lien by any subcontractor or third tier subcontractor including, but not limited to materialmen, suppliers, or laborers, upon any property, right of way, easement, other interest in land or right to use such land within the territorial boundaries of the CITY which lien is not satisfied, discharged or contested in a court oflaw within thirty (30) days from the date of notice to the CONTRACTOR;
- b. The filing of any judgment lien against the assets of CONTRACTOR related to the performance of this Contract which is not satisfied, discharged or contested in a court oflaw within thirty (30) days from the date of notice to the CONTRACTOR; or
- c. The filing of a petition by or against the CONTRACTOR for reliefunder the Bankruptcy Code, or for its reorganization or for the appointment of a receiver or trustee of the CONTRACTOR or the CONTRACTOR'S property; or an assignment by CONTRACTOR for the benefit of creditors; or the taking possession of the property of the CONTRACTOR by any governmental officer or agency pursuant to statutory authority for the dissolution or liquidation ofthe CONTRACTOR; or if a temporary or pennant receiver or trustee shall be appointed for the CONTRACTOR or for the CONTRACTOR'S property and such temporary or pennant receiver or Trustee shall not be discharged within thirty (30) days from the date of appointment.

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

ARTICLE 47 - WAIVER OF SUBROGATION

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

ARTICLE 48 - RIGHT TO REVIEW

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

IN WITNESS WHEREOF, the PARTIES OF THE CITY OF RIVIERA BEACH, FLORIDA has made and executed this Contract on behalf of the CITY, and the CONTRACTOR has hereunto set its hand the day and year above written.

CITY OF RIVIERA BEACH

WEST CONSTRUCTION

BY: 
MICHAEL D. BROWN,
MAYOR

BY: 
MARTHA MORGAN,
PRESIDENT OF
WEST CONSTRUCTION INC.

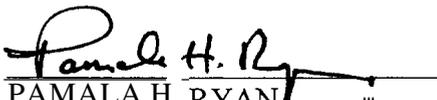
ATTEST:

BY: 
CARRIE E. WARD
MASTER MUNICIPAL CLERK
CITY CLERK

APPROVED AS TO TERMS AND
CONDITIONS

BY: _____
JOHN L. WILLIAMS
PARKS & RECREATION DIRECTOR

APPROVED AS TO FORM AND
LEGAL SUFFICIENCY

BY: 
PAMALA H. RYAN
CITY ATTORNEY

Date: 2/16/07

DAN CALLOWAY RECREATION COMPLEX
 PHASE II-BASKETBALL COURTS

EXHIBIT "A"

ORIGINAL BASE BID		5347,928.00
DEDUCTIONS:		
Eliminate 24" of gravel and replace with 6" road base, eliminate #3 bars and replace with welded wire mesh, reduce concrete from 6" to 5"	(\$44,670.00)	
Provide fill on site	(\$8,000.00)	
Total Deductions		(\$52,670.00)
REVISED CONTRACT AMOUNT		\$295,258.00

BID COST PROPOSAL SHEET

(To Be Completed By the Bidder)

INVITATION FOR BID (IFB) # 14907
DAN CALLOWAY PHASE II: BASKETBALL COURTS

Company: West Construction. Inc.

The Contractor shall provide all labor, construction supervision, tools, supplies, materials and equipment to construct four (4) new basketball courts, including stripping and placement of goals, for the Dan Calloway Complex located at 1420 W. 10th Street, Riviera Beach, Florida.

Work also consists of the demolition of existing hard surfaces and the location and removal of underground elements at the proposed new construction site. All work shall be completed in accordance with the design specifications/contract documents for Ocampo & Associates Project Number 1-06113 including all preparation work and clean up-work.

Bid will be awarded to the responsible, responsive bidder with the lowest "Total Cost" (Base Bid + Payment and Performance Bond).

DEMOLITION:	\$ <u>12,500.00</u>
MATERIALS:	\$ <u>217,164.00</u>
LABOR:	\$ <u>111,442.00</u>
BASE BID:	\$ <u>341,106.00</u>
PAYMENT AND PERFORMANCE BOND:	\$ <u>6,822.00</u>
TOTAL COST:	\$ <u>347,928.00</u>

Three Hundred Forty Seven
Thousand Nine Hundred
Twenty Eight and no/100


MARTHA A. MORGAN
PRESIDENT

EXHIBIT "B"

SCHEDULE OF PAYMENTS

The Scope of Work to be completed by CONTRACTOR as defined in Exhibit "A" is based on 90% completion and compensation for the work tasks stated herein and shall be paid in accordance with Article 3 and the following Schedule of Values, which is attached herein and which forms a part of Exhibit B.

RESOLUTION. NO. 21-01

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF RIVIERA BEACH, PALM BEACH COUNTY, FLORIDA, AUTHORIZING THE PROVISION OF INFORMATION AND EDUCATION TO CITY RESIDENTS REGARDING TWO REFERENDUM QUESTIONS ON THE MARCH 13, 2007 CITY ELECTION BALLOT; TRANSFERRING \$20,000 FROM FUND BALANCE ACCOUNT TO THE SPECIAL PROJECT ADMINISTRATION ACCOUNT AND SETTING UP A BUDGET IN THE AMOUNT OF \$20,000 FOR THE INFORMATION AND EDUCATION PROJECT; AND PROVIDING AN EFFECTIVE DATE.

WHEREAS, the Court has ordered two referendum questions to be placed on the March 13, 2007 City Election Ballot; and

WHEREAS, the City has vested interest in ensuring that accurate and sufficient information is made available to city residents; and

WHEREAS, it has been determined that municipalities may and should expend tax dollars to educate the electorate on purpose and essential ramifications of referendum items as long as it is done fairly and impartially.

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

SECTION 1. That the Interim Finance Director is authorized to transfer funds from Fund Balance account number 001-00-399999 to the Administration Special Projects Promotion account number 001-0203-519-1-4801.

SECTION 2. That the Finance Director is authorized to set up a budget in the amount of \$20,000 for the Information and Education Project:

Revenue:

001-00-399999	\$ <u>20,000</u>	Transfer from Fund Balance
Total	\$ <u>20,000</u>	

Expense:

001-0203-519-1-4801	\$ <u>20,000</u>
Total	\$ <u>20,000</u>

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

RESOLUTION. NO- 27-07 _____
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PASSED AND APPROVED this 21 day of February 2007.

APPROVED:



MICHAEL D. BROWN
MAYOR

(MUNICIPAL SEAL)

ATTEST:



CARRIE E. WARD,
MASTER MUNICIPAL CLERK
CITY CLERK

MOTIONED BY: E. WADE

SECONDED BY: V. LEE

A. ILES AYE

V. LEE NAY

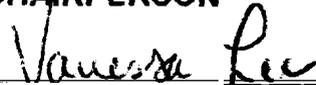
N. DUNCOMBE AYE

E. WADE AYE

J. JACKSON NAY



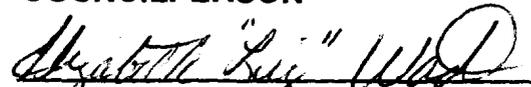
ANN ILES
CHAIRPERSON



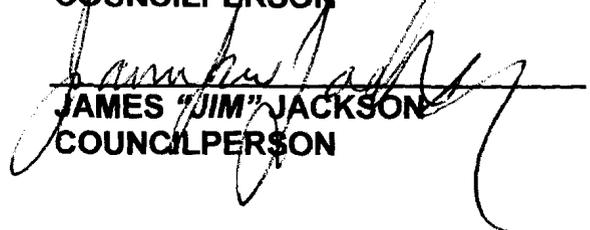
VANESSA LEE
CHAIR PRO-TEM



NORMA DUNCOMBE
COUNCILPERSON



ELIZABETH "LIZ" WADE
COUNCILPERSON



JAMES "JIM" JACKSON
COUNCILPERSON

REVIEWED AS TO LEGAL SUFFICIENCY



RYAN CI

CITY OF RIVIERA BEACH

DATE: 2-21-07

RESOLUTION NO. 28-07

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF RIVIERA BEACH, PALM BEACH COUNTY, FLORIDA, AUTHORIZING THE MAYOR AND CITY CLERK TO EXECUTE AN AGREEMENT BETWEEN THE CITY OF RIVIERA BEACH AND BLACK ENTERTAINMENT TELEVISION (BET) AND DIRECTING THE INTERIM FINANCE DIRECTOR TO APPROPRIATE \$40,000.00 FROM THE GENERAL FUND FUND BALANCE ACCOUNT NO. 001-00-399999 AND TRANSFER THE SAME TO THE SPECIAL EVENTS FUND ACCOUNT NO. 138 AND PROVIDING AN EFFECTIVE DATE.

WHEREAS, the City of Riviera Beach has been selected to host the BET Spring Bling 2007 event scheduled for March 23, 24 and 25, 2007, on the beautiful Singer Island, Riviera Beach; and

WHEREAS, the City Council conceptually approved the hosting of the Spring Bling 2007 event at its January 17, 2007, regular City Council meeting.

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

SECTION 1. The Mayor and City Clerk are hereby authorized to execute the Agreement between the City of Riviera Beach and Black Entertainment Television (BET) for the BET Spring Bling 2007 event.

SECTION 2. The Interim Finance Director is directed to appropriate \$40,000.00 from the General Fund Fund Balance Account No. 001-00-399999 and transfer the same to the Special Events Fund Account 138, to cover City services.

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

PASSED and APPROVED this 28 day of February 2007.

RESOLUTION NO. 28-07

-2-

APPROVED:


MICHAEL D. BROWN
MAYOR

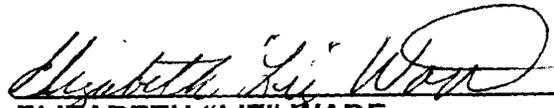

ANN ILES
CHAIRPERSON

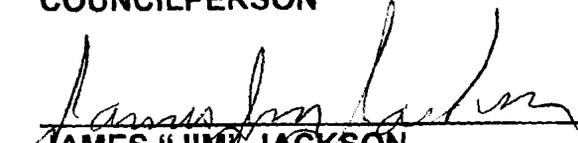
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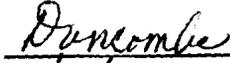

CARRIE E. WARD
MASTER MUNICIPAL CLERK
CITY CLERK

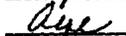
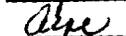
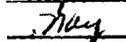

VANESSA LEE
CHAIR PRO TEM


NORMA DUNCOMBE
COUNCILPERSON


ELIZABETH "LIZ" WADE
COUNCILPERSON


JAMES "JIM" JACKSON
COUNCILPERSON

MOTIONED BY: 
SECONDED BY: 

A. ILES 
V. LEE 
N. DUNCOMBE 
E. WADE 
J. JACKSON 

REVIEWED AS TO LEGAL
SUFFICIENCY


PAMALA HANNA RYAN, CITY ATTORNEY

DATE: _____

(RS-40-022007)