

RESOLUTION NO. 63-07

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF RIVIERA BEACH, PALM BEACH COUNTY, FLORIDA, AUTHORIZING THE RIVIERA BEACH MUNICIPAL MARINA DREDGING PROJECT 2007 AND APPLICATION TO FLORIDA INLAND NAVIGATION DISTRICT; MAKING OTHER CERTIFICATIONS; AND PROVIDING AN EFFECTIVE DATE.

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

Project Title: Riviera Beach Municipal Marina Dredging Project 2007

Total Estimated Cost: \$300,000.

Brief Description of Project: The Riviera Beach Municipal Marina Dredging Project 2007 will increase the Mean Low Water depth of the Marina to an average of 8 feet allowing greater public access to all areas of the Marina; and

WHEREAS, Florida Inland Navigation District financial assistance is required for the project mentioned above; and

WHEREAS, the City of Riviera Beach by and through its City Council finds that the project mentioned above serves a valid public purpose.

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

Section 1. The project described above is hereby authorized and an application for the project shall be made to the Florida Inland Navigation District in the amount of 75% of the actual cost of the project on behalf of the City of Riviera Beach.

Section 2. The City of Riviera Beach certifies the following:

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

2. That it is in complete accord with the attached proposal and that it will carry out the Program in the manner described in the proposal and any plans and specifications attached thereto unless prior approval for any change has been received from the District.

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3. That it has the ability and intention to finance its share of the cost of the project and that the project will be operated and maintained at the expense of the City of Riviera Beach for public use.

4. That it will not discriminate against any person on the basis of race, color or national origin in the use of any property or facility acquired or developed pursuant to this proposal, and shall comply with the terms and intent of the Title VI of the Civil Rights Act of 1964, P. I. 88-352 (1964) and design and construct all facilities to comply fully with statutes relating to accessibility by handicapped persons as well as other federal, state and local laws, rules and requirements.

5. That it will maintain adequate financial records on the proposed project to substantiate claims for reimbursement.

6. That it will make available to FIND if requested, a post-audit of expenses incurred on the project prior to, or in conjunction with, request for the final 10% of the funding agreed to by FIND.

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

APPROVED MAY 16, 2007.

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RESOLUTION NO. 63-07

PAGE -3-

APPROVED:



THOMAS A. MASTERS
MAYOR

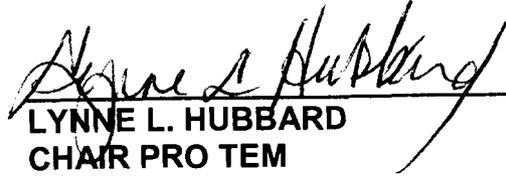


SHELBY L. LOWE
CHAIRPERSON

ATTEST:



CAR E. WARD,
MASTER MUNICIPAL CLERK
CITY CLERK



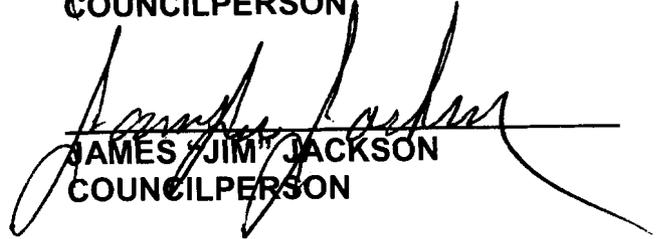
LYNNE L. HUBBARD
CHAIR PRO TEM



NORMA DUNCOMBE
COUNCILPERSON



CEDRICK THOMAS
COUNCILPERSON



JAMES "JIM" JACKSON
COUNCILPERSON

MOTIONED BY: J. Jackson

SECONDED BY: L. Hubbard

S. LOWE aye

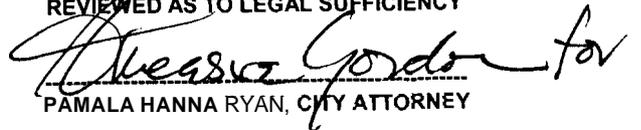
L HUBBARD aye

C. THOMAS aye

N. DUNCOMBE aye

J. JACKSON aye

REVIEWED AS TO LEGAL SUFFICIENCY


PAMALA HANNA RYAN, CITY ATTORNEY

DATE: 5/17/07

RESOLUTION NO. 64-07

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF RIVIERA BEACH, PALM BEACH COUNTY, FLORIDA, AUTHORIZING THE 2007 BASEBALL-T-BALL SEASON BE OFFERED AT NO CHARGE AND AUTHORIZE THE REDUCTION OF THE REVENUE BUDGET, 001-00-347220, IN THE AMOUNT OF \$3000.00 AND TRANSFER FUNDS FROM GENERAL FUND CONTINGENCY, AND PROVIDING AN EFFECTIVE DATE.

WHEREAS, the City of Riviera Beach Recreation Department provides a Baseball/T-Ball League Program; and

WHEREAS, the City had only twenty (20) paid participants by the deadline and wishes to increase participation of the program; and

WHEREAS, the City wants to provide the opportunity to those wishing to play baseball/t-ball who are otherwise unable to do so.

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

SECTION 1. That the City Council hereby authorizes the 2007 Baseball/T-Ball season to be free of charge.

SECTION 2. That the City Council authorizes the reduction of the revenue budget by \$3000.00.

SECTION 3. That the City Council authorizes the transfer of funds from the General Fund Contingency.

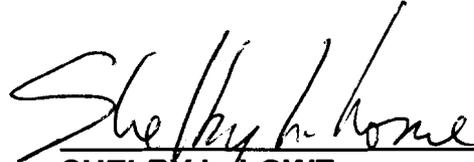
SECTION 4. That this Resolution shall take effect upon its passage and approval by City Council.

: PASSED AND APPROVED this 16TH day of MAY, 2007.

APPROVED:



HOMAS A. MASTERS
MAYOR



SHELBY L. LOWE
CHAIRPERSON

ATTEST:



CARRIE E. WARD,
MASTER MUNICIPAL CLERK
CITY CLERK



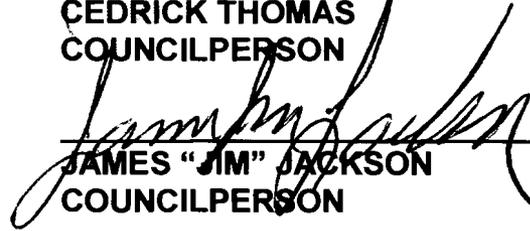
LYNNE L. HUBBARD
CHAIR PRO TEM



NORMA DUNCOMBE
COUNCILPERSON



CEDRICK THOMAS
COUNCILPERSON



JAMES "JIM" JACKSON
COUNCILPERSON

MOTIONED BY: J. JACKSON

SECONDED BY: C. THOMAS

S. LOWE: AYE

L. HUBBARD: AYE

N. DUNCOMBE: AYE

C. THOMAS: AYE

J. JACKSON: AYE

REVIEWED AS TO LEGAL SUFFICIENCY

 FOR

PAMALA HANNA RYAN, CITY ATTORNEY

DATE: 5/9/2007

RESOLUTION NO. 65-07

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF RIVIERA BEACH, PALM BEACH COUNTY, FLORIDA, AUTHORIZING THE FINANCE DIRECTOR TO APPROPRIATE POLICE TRAINING FUND REVENUES & EXPENDITURES IN THE AMOUNT OF \$6,000; AND PROVIDING AN EFFECTIVE DATE.

WHEREAS, pursuant to Florida Statute 318.18 (11)(d), the Palm Beach County Clerk and Comptroller collects \$2.00 court costs for certain Florida Uniform Traffic Citations written in Riviera Beach; and

WHEREAS, the Palm Beach County Clerk and Comptroller forwards the collected funds to the City each month; and

WHEREAS, the funds shall only be used for expenses associated with the training of police officers.

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 authorized to appropriate Police Training Fund Revenues & Expenditures in the amount of \$6,000.

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

105-0822-521-0-4001	\$4000.00
105-0822-521-0-5403	\$2000.00

SECTION 3: This Resolution shall take effect immediately upon its passage and approval.

PASSED AND APPROVED this 16TH day of MA_Y, 2007

RESOLUTION NO. 65-07

PAGE 2

APPROVED:

Thomas A. Masters
THOMAS A. MASTERS
MAYOR

Shelby L. Lowe
SHELBY L. LOWE
CHAIRPERSON

ATTEST:

Anthony P. Ward
ANTHONY P. WARD,
MASTER MUNICIPAL CLERK
CITY CLERK

Lynne L. Hubbard
LYNNE L. HUBBARD
CHAIR PRO TEM

Norma Duncombe
NORMA DUNCOMBE
COUNCILPERSON

Cedrick Thomas
CEDRICK THOMAS
COUNCILPERSON

James "Jim" Jackson
JAMES "JIM" JACKSON
COUNCILPERSON

MOTIONED BY: J. JACKSON

SECONDED BY: C. THOMAS

S. LOWE AYE

L. HUBBARD AYE

C. THOMAS AYE

N. DUNCOMBE AYE

J. JACKSON AYE

REVIEWED AS TO LEGAL SUFFICIENCY

Pamala Hanna Ryan FOR
PAMALA HANNA RYAN, CITY ATTORNEY

DATE: 4-30-2007

Expenses:

123-0817-521-4-1201	\$35,982.00	Salaries and Wages
123-0817-521-4-1401	\$1,230.00	FICA/Medicare
123-0817-521-4-1403	\$830.00	Health/Dental Insurance
123-0817-521-4-1404	\$209.00	Life Insurance

SECTION 4: This resolution shall take effect immediately upon its passage and approval.

PASSED and APPROVED this 16TH day of, MAY, 2007.

RESOLUTION NO. 66-07
PAGE 3

APPROVED:

Thomas A. Master

Shelby L. Lowe
SHELBY L. LOWE
CHAIRPERSON

ATTEST:

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

Lynne L. Hubbard
LYNNE L. HUBBARD
CHAIR PRO TEM

Norma Duncombe
NORMA DUNCOMBE
COUNCILPERSON

Cedrick H. Mas
CEDRICK H MAS
COUNCILPERSON

James "Jim" Jackson
JAMES "JIM" JACKSON
COUNCILPERSON

MOTIONED BY: J. JACKSON

SECONDED BY: C. THOMAS

S. LOWE AYE

L. HUBBARD AYE

C. THOMAS AYE

N. DUNCOMBE AYE

J. JACKSON AYE

REVIEWED AS TO LEGAL SUFFICIENCY

Pamala Hanna Ryan "FOR"
PAMALA HANNA RYAN, CITY ATTORNEY

DATE: 5-9-07

RESOLUTION NO. 67-07

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF RIVIERA BEACH, PALM BEACH COUNTY, FLORIDA, AUTHORIZING THE FINANCE DIRECTOR TO APPROPRIATE FUND BALANCE FROM THE LAW ENFORCEMENT TRUST FUND NO. 150-00-399999 TO EXPENDITURE ACCOUNT NO. 150-0817-521-0-4001 TO COVER THE SPONSORSHIP OF TWENTY YOUTHS, A CITY BUS DRIVER, THREE COUNCIL PEOPLE, TWO CHIEF ADVISORY BOARD MEMBERS, FIVE CHAPERONES, AND THE MAYOR TO ATTEND THE 22ND ANNUAL NATIONAL CONFERENCE ON PREVENTING CRIME IN THE BLACK COMMUNITY; AND PROVIDING AN EFFECTIVE DATE

WHEREAS, the Weed and Seed Program made a request for funding youths, chaperones, Council members, Chief Advisory Board members, City bus driver and the Mayor to attend the 22nd Annual National Conference on Preventing Crime in the Black Community; and

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

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

SECTION 1: The City Council approves sponsorship of twenty(20) youths, five (5) chaperones, one (1) City bus driver, three (3) Council members, two (2) Chief Advisory Board members and the Mayor to attend the 22nd Annual National Conference on Preventing Crime in the Black Community.

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

Revenue: From		
150-00-399999	LAW ENFORCEMENT TRUST FUND	\$10,291

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Revenue: To
150-0817-521-0-4001 LAW ENFORCEMENT EXPENDITURE FUND \$10,291

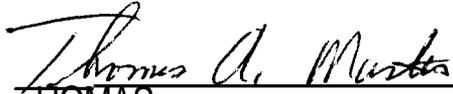
SECTION 3: The Finance Director is authorized to make payment for same from expenditure account number 150-0817-521-0-4001.

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

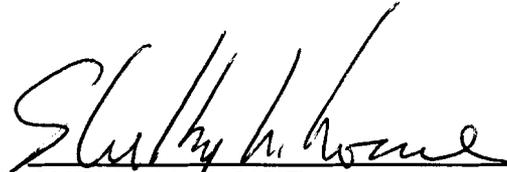
PASSED and APPROVED this 16TH day of MAY , 2007.

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APPROVED:



THOMAS A. MASTERS
MAYOR



SHELBY L. LOWE
CHAIRPERSON

ATTEST:



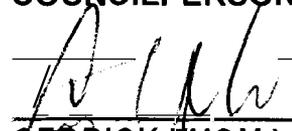
CARRIE E. WARD,
MASTER MUNICIPAL CLERK
CITY CLERK



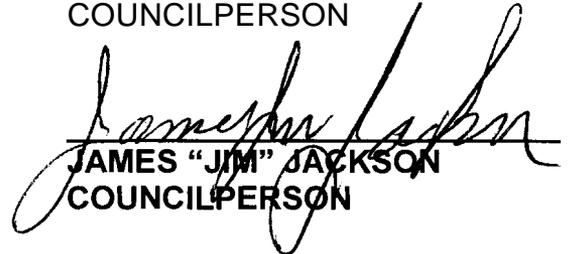
LYNNE L. HUBBARD
CHAIR PRO TEM



NORMA DUNCOMBE
COUNCILPERSON



GEDRICK THOMAS
COUNCILPERSON



JAMES "JIM" JACKSON
COUNCILPERSON

MOTIONED BY: J. JACKSON

SECONDED BY: C. THOMAS

S. LOWE AYE

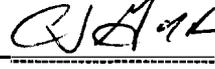
L. HUBBARD AYE

C. THOMAS AYE

N. DUNCOMBE AYE

J. JACKSON AYE

REVIEWED AS TO LEGAL SUFFICIENCY

 FOR
PAMALA HANNA RYAN, CITY ATTORNEY

DATE: 9/9/07

RESOLUTION NO. 68-07

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF RIVIERA BEACH, PALM BEACH COUNTY, FLORIDA, AWARDING THE FIREFIGHTER MEDICAL PHYSICALS CONTRACT TO COMPANY CARE AT COLUMBIA HOSPITAL OF WEST PALM BEACH; AUTHORIZING THE MAYOR AND CITY CLERK TO EXECUTE AN AGREEMENT WITH COMPANY CARE AT COLUMBIA HOSPITAL FOR SAME; AUTHORIZING THE FINANCE DIRECTOR TO TRANSFER \$72,000.00 FROM THE GENERAL FUND CONTINGENCY ACCOUNT NUMBER 001-0203-5190-5999 TO FIRE RESCUE'S PROFESSIONAL SERVICES MEDICAL, DENTAL ACCOUNT, NUMBER 001-0920-5220-3102; FURTHER AUTHORIZING THE MAYOR AND FINANCE DIRECTOR TO MAKE PAYMENT FOR SAME FROM ACCOUNT NUMBER 001-0920-5220-3102 IN AN AMOUNT NOT TO EXCEED \$72,000.00; AND PROVIDING FOR AN EFFECTIVE DATE.

WHEREAS, The Purchasing Department executed a RFP to provide medical physicals to firefighter employees; and

WHEREAS, A selection committee reviewed the submitted applications to provide medical physicals to firefighter employees; and

WHEREAS, Company Care at Columbia Hospital of West Palm Beach, Florida was selected as the top ranked medical provider to perform Fire Rescue employee medical physicals.

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

Section 1: An Agreement for Fire Fighter employee medical physicals is awarded to Company Care at Columbia Hospital of West Palm Beach, Florida in the amount not to exceed \$72,000.00.

Section 2: The Mayor and City Clerk are hereby authorized to execute the Agreement on behalf of the City.

Section 3: The Finance Director is hereby authorized to transfer \$72,000 from General Fund Contingency Account Number 001-0203-5190-5999 to the Fire Department's Professional Services Medical and Dental Account Number 001-0920-5220-3102.

RESOLUTION NO. —

PAGE 2

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Section 4: The Mayor and Finance Director are authorized to make payment for the firefighter medical physical services from Account Number 001-0920-5220-3102 in an amount not to exceed \$72,000.

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

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MATERIALS AND/OR SERVICE CONTRACT

THIS AGREEMENT made and entered into this 24th day of April, 2007 by and between Columbia Hospital (Palm Beaches> Limited Partnership d/b/a Columbia Hospital, hereinafter referred to as "Independent Contractor," whose mailing address is 2201 45th Street, West Palm Beach, Florida 33407 and the City of Riviera Beach, Florida, a municipal corporation, hereinafter referred to as "City," whose address is 600 West Blue Heron Boulevard, Riviera Beach, Florida, 33404.

WHEREAS, the City of Riviera Beach conducted a RFP, # 142-06, Fire Rescue Employee Physicals, to wit, hereinafter referred to as the "RFP", the terms of which are incorporated herein by reference; and

WHEREAS, Independent Contractor was the successful responsible bidder; and

WHEREAS, Independent Contractor desires to enter into an Agreement with the City.

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

1. Independent Contractor agrees to be bound by all the terms and conditions as set forth in the RFP.
2. To the extent that there exist a conflict between the quote and this Agreement, the terms, conditions, covenants, and/or provisions of this Agreement 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.
3. That the City does hereby retain the services of the Independent Contractor for the purpose of labor and materials as set forth more fully in Exhibit "A" attached hereto and incorporated herein by reference.
4. Work must begin within sixty (60) calendar days from the date of receipt of official notice to proceed and shall be carried on at a rate to insure its full completion within one hundred eighty (180) days from the date of official notice to proceed, the rate of progress and time of completion being essential conditions of this Agreement. [All materials to be purchased under the terms of this Agreement shall be delivered to the City no later than one hundred eighty (180) days after receipt of official notice to supply such materials, the timely deliver of said materials being essential conditions of this Agreement.]
5. If the contract work is not fully complete according to the terms of this Agreement within the limits herein stipulated, the Independent Contractor shall pay the City, not as a penalty, but as liquidated damages, a sum equal to one hundred dollars (\$100) for each day elapsing between 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 section 21, herein.
6. The City agrees to compensate the Independent Contractor in accordance with the fee proposal set as forth in Exhibit itA and Bit. The total and cumulative amount of this contract shall not exceed the amount of funds annually budgeted for these services. The City shall not reimburse the Independent Contractor for any travel costs incurred as a direct result of the Independent Contractor providing deliverables to the City in pursuance of the scope of work contained in Exhibit "A and B".
7. Independent Contractor hereby represents that it has complied and shall continue to comply with all applicable Federal and State statutes and local ordinances. Further, Independent Contractor shall be solely responsible for obtaining and complying with all necessary permits, approvals and authorizations, required for the work to be performed pursuant to the terms of this Agreement from any federal, state, regional, county, or city agency.
8. The Independent Contractor represents that it has, or will secure at its own expense, all necessary personnel, equipment and materials required to perform the services under this Agreement. Such personnel shall not be employees of or have any contractual relationship with the City.

9. All of the services required hereunder shall be performed by the Independent 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.

10. The Independent 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 Independent Contractor. Nothing contained herein shall create any contractual relationship between any subcontractor and the City.

11. All of the Independent Contractor's personnel (and all Subcontractors) while on City premises will comply with all City requirements governing conduct, safety and security.

12. The City is exempt from payment of Florida State Sales and Use Taxes. The City will sign an exemption certificate submitted by the Independent Contractor. The Independent Contractor shall not be exempted from paying sales tax to its suppliers for materials used to fulfill contractual obligations with the City.

13. Prior to execution of this Agreement by the City the Independent Contractor shall provide certificates evidencing insurance coverage's 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 Independent 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 Independent Contractor of its liability and obligations under this Agreement.

14. The Independent Contractor shall maintain, during the life of this Agreement, commercial general liability, including contractual liability insurance in the amount of \$500,000 per occurrence to protect the Independent 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 Agreement, whether such operations be by the Independent Contractor or by anyone directly employed by or contracting with the Independent Contractor.

15. The Independent Contractor shall maintain, during the life of this Agreement, adequate Workers' Compensation Insurance and Employer's Liability Insurance in at least such amounts as are required by law for all of its employees per Florida Statute 440.02.

16. All insurance, other than Professional Liability and Workers' Compensation, to be maintained by the Independent Contractor shall specifically include the City as an "Additional Insured."

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

18. The Independent Contractor further agrees to indemnify, save harmless and defend the City, its agents, servants and employees from and against any claim, demand or cause of action of whatsoever kind or nature arising out of any conduct or misconduct of the Independent Contractor not included in the paragraph above and for which its employees are alleged to be liable. Nothing contained in this provision shall be construed or interpreted as consent by the City to be sued, nor as a waiver of sovereign immunity beyond the waiver provided in Section 768.28, Florida Statutes.

19. The Independent 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 Independent 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 Independent Contractor's request, the City shall consider the facts and extent of any failure to perform the work and, if the Independent Contractor's failure to perform was without it or its subcontractors fault or

negligence, as determined by the City, the Agreement Schedule and/or any other affected provision of this Agreement 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 Independent 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 Independent 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. In the case of continuing cause of delay, only one (1) claim is necessary.

20. The Independent 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 Agreement.

21. The City reserves the right to make changes in the scope of work, including alterations, reductions therein or additions thereto. Upon receipt by the Independent Contractor of the City's notification of a contemplated change, the Independent 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 effect the Independent Contractor's ability to meet the completion dates or schedules of this Agreement. If the City so instructs in writing, the Independent Contractor shall suspend work on that portion of the work affected by a contemplated change, pending the City's decision to proceed with the change.

22. If the City elects to make the change, the City shall initiate an Agreement Amendment and the Independent Contractor shall not commence work on any such change until such written amendment is signed by the Independent Contractor and approved and executed by the City Manager for the City.

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

24. 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.

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

26. Time is of the essence in all respects under this Agreement.

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

AGREEMENT WITH THE CITY OF RIVIERA BEACH

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

CITY OF RIVIERA BEACH

INDEPENENT CONTRACTOR

BY: Thomas A. Masters
THOMAS A. MASTERS
MAYOR

BY: Valerie A. Jackson
Name: VALERIE A. JACKSON
Title: CEO

ATTEST:

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

(SEAL)

APPROVED AS TO FORM AND
LEGAL SUFFICIENCY

APPROVED AS TO TERMS AND
CONDITIONS

BY: Pamala H. Ryan for
PAMALA H. RYAN
CITY ATTORNEY

BY: Troy F. Perry
TROY F. PERRY
FIRE CHIEF

DATE: 5/31/07

Exhibit A
Page 1 of 5
City of Riviera Beach Fire Rescue Employee Physicals

HISTORY AND MEDICAL EXAMINATION

Complete **physical examination** performed by Board Certified Physician / ARNP / or Physician's Assistant documented on supplied form.

The medical **examination** shall include examination of the following components:

(1)	Vital signs — namely, heart rate, respiration, blood pressure, and temperature
(2)	Dermatological system
3)	Head, Ears, eyes, nose, throat (HEENT)
4)	Neck
5)	Cardiovascular
6)	Pulmonary
(1)	Breast
(8)	Gastrointestinal (includes rectal exam for mass, occult blood)
19)	Genitourinary (includes pap smear, testicular exam, rectal exam for prostate mass)
(10)	Hernia
11)	Lymph nodes
12)	Neurological
13)	MUsculoskeletal.
14)	Vision
15)	Skin (includes" screening for cancers)
116)	Pulmonary function testing / Respiratory / Respirator Medical Form Completed
	<ul style="list-style-type: none"> ● FVC, FEC1, and the FEC1/FVC ratio
(17)	Blood tests,
	<ul style="list-style-type: none"> ● CBC with differential, RBC indices and morphology, and platelet count ● Electrolytes (Na, K, Cl, HCO₃, CO₂), ● Renal Function (BUN, creatinine) ● Liver Function tests (ALT, AST, direct and indirect bilirubin, alkaline phosphatase) ● Total Cholesterol, HDL, LDL, clinically useful lipid ratios(e.g., percent LDL), and triglycerides ● Prostate Specific Antigen (PSA) after age of 40 for positive family history, African American, or if otherwise clinically indicated; after age 50 for all other male members
(18)	Urine Laboratory Tests.
	<ul style="list-style-type: none"> ● Dipstick analysis for glucose, ketones, leukocyte, esterase, protein, blood and bilirubin ● Microscopic analysis for RBC, WBC, casts and crystals if indicated by results of dipstick analysis
19)	Hearing (hearing thresholds shall be assessed in each ear at each of the following)
	<ul style="list-style-type: none"> ● 500 Hz, 1000 Hz, 2000 Hz, 3000 Hz, 4000 Hz, 6000 Hz, 8000Hz.
(20)	Immunizations and Infectious Disease Screening
	<ul style="list-style-type: none"> ● Tuberculosis screen (PPD) Mantoux (TB Testing) if no Hx of positive TB test previously. Members with a history of positive PPD should fill out a questionnaire. ● Hepatitis B Profile with Hepatitis B Surface Antibodies Titer Level ● Hepatitis C Screening (EIA)

Exhibit A
Page 20r5
City of Riviera Beach Fire Rescue Employee Physicals

HIV Screening	
<ul style="list-style-type: none"> • Tetanus/diphtheria (booster every 10 years) • Varicella vaccine shall be offered to all non-immune personnel • Influenza Vaccine shall be offered to all personnel • Fitness for Duty Drug Testing 	
21)	Chest X-ray (PA and LAT) – with Radiologist Interpretation
22	Electrocardiography, 12 lead EKG & Stress Test with Cardiologist Interpretation
23	Mammogram shall be performed on each female member over the age of 40

PRICE FOR ALL SERVICES ABOVE: \$ 1183.00

Components	
1-15	\$100.00
16	\$35.00
17	\$200.00
18	\$15.00
19	\$35.00
20	
*TB	\$20.00
*HepB	\$15.00
*HepC	\$20.00
*HIV	\$30.00
*Tetanus	\$20.00
*Varicella	\$175.00
*Influenza	\$25.00
*FitnessDSS	\$28.00
21	\$60.00
22	\$275.00
23	\$130.00

Exhibit A
Page 3 of 5
City of R Mera Beach Fire Rescue Employee Physicals

OPTIONAL SERVICE TO BE CONDUCTED INDIVIDUALLY AND PRICED SEPARATELY

Tetanus Toxoid Injection if no immunization with 5 years.	\$ 20.00
Hepatitis B Vaccine	\$55.00 per injection
Hepatitis B Surface Antibodies Titer Level	\$ 15.00
PPD and TB Screening Form	\$ 20.00
Chest X-ray (PA and LAT) - with Radiologist Interpretation	\$60.00--
MRI - Spine with Interpretation	\$ 650.00
If PPD is positive (conversion), the following steps should be taken:	
a. ;	Fill out questionnaire
b. :	Obtain chest x-ray
c.	Evaluate for active disease
d. _	Evaluate for preventative therapy
If active disease is diagnosed, the member has to be removed from any duty until she/he has been determined to be noninfectious. This will occur when adequate therapy has been instituted, the cough has resolved, and 3 consecutive sputum smears for acid-fast bacillus (AFB) on different days are negative. \$ Referral, see Addendum page	

The medical records will be **maintained** as outlined in Florida Statutes. Upon receipt of the medical records, the records shall be maintained as required **under Florida Statutes**.

The results of any medical evaluation are considered to be **confidential** medical information, subject to customary patient-physician confidentiality restrictions. All medical record keeping shall comply with the requirements of 29 CFR 1910.20, "Medical Recordkeeping" and Florida Statutes. The specific written consent of the candidate or current member shall be required in order to release confidential medical information regarding this condition to the fire **department**. Prior to submission to the physical **examination**, the employee shall sign a medical release form authorizing the City to receive a copy of the medical report if necessary.

The physician shall inform the fire department fire chief or designee as to whether or not the candidate or current member is medically certified to perform as a member as follows:

Exhibit A
Page 4 or 5

City of Riviera Beach Fire Rescue Employee Physicals

- Based on the results of the medical evaluation of [date], Jane Doe ~~is~~ (or ~~is NOT~~) medically ~~certified~~ to ~~engage~~ in training and emergency operations for Riviera Beach Fire Rescue Fire Department

Exhibit A
Page 5 of 5
City of Riviera Beach Fire Rescue Employee Physicals

HISTORY AND PHYSICAL

Full Medical History Form Completed
Height / Weight / Blood Pressure / Pulse / Temperature
Full Physical performed by Board Certified Physician / ARNP / or Physician's Assistant
Respiratory / Respirator Medical Form Completed (spirometry results considered)
Vision Screening: near, far, depth perception, color
Hemoccult – colon cancer screening
Tuberculosis Screening Form Completed
PPD - Mantoux (TB Testing) if no Hx of Positive TB test previous/v
Urine Screening - albumin, sugar

LABORATORY TEST

Complete Blood Count with Differential
Chemistry Profile 25 - with triglycerides
Cholinesterase - RBC
Hepatitis B Profile
Hepatitis B Surface Antibodies Titer Level
Hepatitis C Screening
HIV Screening
RPR

ADDITIONAL PROCEDURES

Audiometric Testing – full baseline
Spirometry / Pulmonary Function Test
EKG – 12 lead and Stress Test with Cardiologist Interpretation
Chest X-ray (PA and LAT) – with Radiologist Interpretation
Tetanus Toxoid Injection if no Immunization with 5 years.

PRICE FOR ALL SERVICES ABOVE: \$ 835.00

OPTIONAL SERVICE TO BE CONDUCTED INDIVIDUALLY AND PRICED SEPARATELY

Hepatitis B Vaccine	55.00 Der injection
Hepatitis B Surface Antibodies Titer Level	15.00
PPD and TB Screening Form	20.00
Chest X-ray CPA and LAT) - with Radiologist Interpretation	60.00
Heavy Metals Screening	35.00
MRI Spine with Interpretation	450.00

Addendums and Exceptions

- 1.) Varicella vaccine - if available.
- 2.) Influenza vaccine - if available.
- 3.) ~~#22: Electrocardiography, 12 lead EKG & Stress Test with Cardiologist~~
Interpretation ~~will~~ be performed and billed directly by Hanney & Ravitsky, D.O., P.A., Board Certified Cardiologists. Company Care at Columbia Hospital will be responsible for **facilitating** appointment set up with Drs., Hanney & Ravitsky's private **Cardiology** practice.
- 4.) rfPPD is positive (conversion) - applicant will be referred to their primary care physician or Health Department of Palm Beach County.
- 5.) Chemistry Profile 25 - no longer available, recommend BMP, Hepatic Panel and Coronary Risk Panel to replace. Pricing reflects re?ommendation.

RESOLUTION NO. 69-07

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF RIVIERA BEACH, PALM BEACH COUNTY, FLORIDA, ACCEPTING THE TERMS AND CONDITIONS OF THE FLORIDA EMERGENCY MEDICAL SERVICES COUNTY GRANT AWARD FOR THE FISCAL YEAR 2006-07, TO EXPAND AND/OR IMPROVE THE CITY'S EMERGENCY MEDICAL SERVICES DELIVERY; AUTHORIZING THE FINANCE DIRECTOR TO SET UP A BUDGET IN THE STATE EMS GRANT FUND (107) IN THE AMOUNT OF \$47,040.00 TO PURCHASE FOUR EZ GLIDE STAIR CHAIRS AND FOUR (4) POWER-ASSISTED COTS, INCLUDING BATTERY AND CHARGER FROM ACCOUNT 107-0921-526-0-6455; AND PROVIDING AN EFFECTIVE DATE.

WHEREAS, The State of Florida Emergency Medical Services County Grant Program offers funding to expand and/or improve the delivery of Emergency Medical Services within the State of Florida; and

WHEREAS, Riviera Beach Fire Rescue Provides Emergency Medical Services within the City of Riviera Beach; and

WHEREAS, Riviera Beach Fire Rescue has been awarded the Florida Emergency Medical Services County Grant Award for the year 2006-07 to improve the City's pre-hospital emergency Medical Services.

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

Section 1: The City Council does hereby accept the terms and conditions of the Florida Emergency Medical Services (EMS) County Grant Award for the year 2006-07, its goals and objectives to expand and/or improve the City's pre-hospital Emergency Medical Services.

Section 2: The City Council authorizes the Finance Director to set up a budget in the State EMS Fund (107) as follows:

REVENUE		
107-00-337206	EMS GRANT 06-07	\$ 47,040.00
EXPENDITURE		
107-0921-526-0-6455	Capital Machinery and Equipment	\$ 47,040.00

RESOLUTION NO. 69-07

PAGE 2

Section 3: The City Council of the City of Riviera Beach authorizes the Fire Department to purchase four (4) EZ Glide Stair Chairs and four (4) Power-assisted cots, including battery and charger in the amount of \$47,040.00 from account 107-0921-526-0-6455.

Section 4: This grant will not be used to supplant the City's existing budget allocation.

Section 5: This Resolution shall become effective upon its passage by Council.

APPROVED MAY 16, 2007

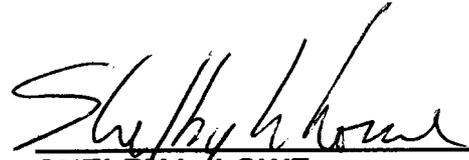
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RESOLUTION NO. 69-07
PAGE 3

APPROVED:



THOMAS A. MASTERS
MAYOR



SHELBY L. LOWE
CHAIRPERSON

ATTEST:



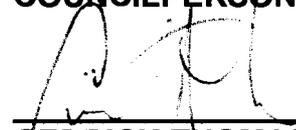
CARRIE E. WARD,
MASTER MUNICIPAL CLERK
CITY CLERK



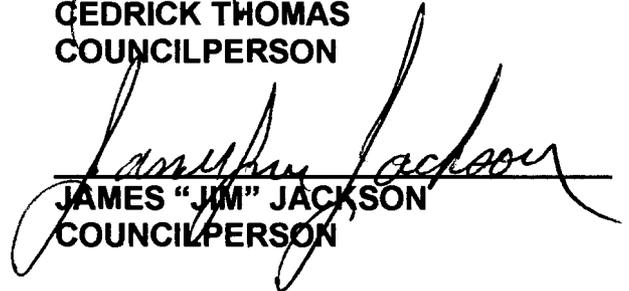
LYNNE L. HUBBARD
CHAIR PRO TEM



NORMA DUNCOMBE
COUNCILPERSON



CEDRICK THOMAS
COUNCILPERSON



JAMES "JIM" JACKSON
COUNCILPERSON

MOTIONED BY: J. Jackson

SECONDED BY: C. Thomas

S. LOWE aye

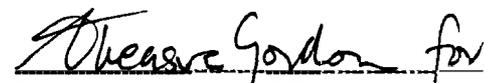
L. HUBBARD aye

N. DUNCOMBE aye

C. THOMAS aye

J. JACKSON aye

REVIEWED AS TO LEGAL SUFFICIENCY



PAMALA HANNA RYAN, CITY ATTORNEY

RESOLUTION NO. 70-07

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 JESUS AND YOU OUTREACH MINISTRIES, INC. FOR FACILITY AND SERVICES FOR THE COMMUNITY JUSTICE SERVICE CENTER UNDER THE YOUTH VIOLENCE PREVENTION PROJECT AND PROVIDING AN EFFECTIVE DATE.

WHEREAS, on November 21, 2006, Palm Beach County entered into an Interlocal Agreement with the City of Riviera Beach for Palm Beach County to fund the City's provision of a Community Justice Service Center under the Youth Violence Prevention Project; and

WHEREAS, the City desires to utilize the facilities and certain services of Jesus and You Outreach Ministries, Inc. (JAY) to aid in the City's implementation of the Community Justice Service Center under the Youth Violence Prevention Project; and

WHEREAS, JAY is willing to provide its facilities and services as stated in the Agreement to assist the City in its implementation of the Community Justice Service Center; and

WHEREAS, the City agrees to compensate JAY at a monthly rate of Nine Thousand Eight Hundred Seventy-Five Dollars (\$9,875), not to exceed Fifty-Nine Thousand Two Hundred Fifty Dollars (\$59,250) for the use of its facilities and services during the term of the Agreement.

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

SECTION 1. That the Mayor and City Clerk are authorized to execute the Interlocal Agreement between the City of Riviera Beach and Jesus and You Outreach Ministries, Inc. (JAY) to aid in the City's implementation of the Community Justice Service Center under the Youth Violence Prevention Project.

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

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RESOLUTION NO. 70-07
PAGE 2

PASSED AND APPROVED THIS 16TH DAY OF MAY, 2007

APPROVED:

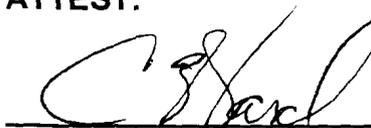


THOMAS A. MASTERS
MAYOR



SHELBY L. LOWE
CHAIRPERSON

ATTEST:



CARRIE E. WARD,
MASTER MUNICIPAL CLERK
CITY CLERK

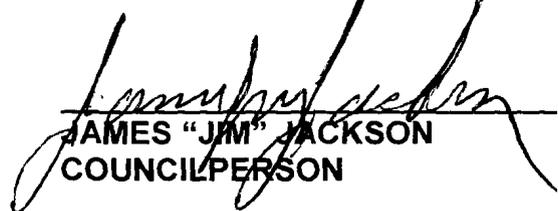


LYNNE L. HUBBARD
CHAIR PRO TEM



NORMA DUNCOMBE

COUNCILPERSON



JAMES "JIM" JACKSON
COUNCILPERSON

MOTIONED BY: J. JACKSON

SECONDED BY: C. THOMAS

S. LOWE AYE

L. HUBBARD AYE

C. THOMAS NAY

N. DUNCOMBE AYE

J. JACKSON NAY

REVIEWED AS TO LEGAL SUFFICIENCY



PAMALA HANNA RYAN, CITY ATTORNEY

DATE: 5/17/07

RESOLUTION NO. 71-07

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF RIVIERA BEACH, PALM BEACH COUNTY FLORIDA, AUTHORIZING THE MAYOR AND CITY COUNCIL TO APPROVE JAZZ FESTIVAL REFUNDS TOTALING \$20,110 AND APPROVE THE CRITERIA APPLIED TO GIVE THE REFUNDS. AUTHORIZING THE INTERIM FINANCE DIRECTOR TO PAY FROM THE JAZZ FESTIVAL REVENUE FUND ACCOUNT NUMBER 135-00-347402; AND PROVIDING AN EFFECTIVE DATE.

WHEREAS, the City of Riviera Beach held its 7th Annual Jazz & Blues Festival April 13, 2007, through April 15, 2007; and

WHEREAS, the stage collapsed prior to the performances on Friday, April 13, 2007 causing a two-hour delay to the start of the festival; and

WHEREAS, several patrons requested refunds due to the delay on Friday, April 13, 2007, and set-up delays caused by the severe weather conditions on Sunday, April 15, 2007.

WHEREAS, several vendors have requested refunds due to impact on the number of festival attendees and their anticipated profits as a result of the stage collapsing.

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

SECTION 1. That the Mayor and City Council approve the criteria established for issuance of refunds and approve refunds in the amount of \$20,110.

SECTION 2. That the Interim Finance Director is hereby authorized to make payment from the Jazz Festival Ticket Revenue Fund Account number 135-00-347402 in the amount of \$20,110.

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

PASSED AND APPROVED this 16TH day of MAY , 2007.

RESOLUTION NO. 71-07

2-

APPROVED:


THOMAS A. MASTERS
MAYOR


SHELBY L. LOWE
CHAIRPERSON

ATTEST:


CARRIE E. WARD
MASTER MUNICIPAL CLERK
CITY CLERK


LYNNE L. HUBBARD
CHAIR PRO TEM


NORMA DUNCOMBE
COUNCILPERSON


CEDRICK A. THOMAS
COUNCILPERSON


JAMES "JIM" JACKSON
COUNCILPERSON

MOTIONED BY: L. HUBBARD

SECONDED BY: c. THOMAS

S. LOWE AYE

L. HUBBARD AYE

C. THOMAS AYE

N. DUNCOMBE NAY

J. JACKSON AYE

REVIEWE AS TO LEGAL SUFFICIENCY


PAMALA HANNA RYAN, CITY ATTORNEY

RESOLUTION NO. 72-07

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF RIVIERA BEACH, PALM BEACH COUNTY, FLORIDA, AUTHORIZING SETTLEMENT IN THE MATTER OF CITY OF RIVIERA BEACH V. PARDO, ET AL., CASE NO. 502006CA014100XXXXMBAA; AUTHORIZING THE TRANSFER OF \$45,214.72 FROM CONTINGENCY ACCOUNT NO. 001-0203-519-0-5999 TO LEGAL ACCOUNT NO. 001-0613-514-0-3101; AUTHORIZING PAYMENT TO THE LAW FIRM OF SCOTT, HARRIS, BRYAN, BARRA & JORGENSEN, P.A., IN THE AMOUNT OF \$45,214.72 AS SETTLEMENT OF ALL COUNTERCLAIMS AGAINST THE CITY AND FOR OTHER PURPOSES; AND PROVIDING AN EFFECTIVE DATE.

WHEREAS, on October 4, 2006, the City Council passed Ordinance number 3016 which changed the maximum number of years from 50 to 99 that the City could enter into a lease agreement affecting municipal beach property; and

WHEREAS, citizens of the City, in accordance with certain charter provisions, circulated a referendum petition and gathered voter signatures, thereafter requesting that the City Council reconsider ordinance number 3016 and repeal it; and

WHEREAS, the City Council determined that the petition did not meet the provisions of the City Charter, and upon rejecting the petition, filed a declaratory action styled *City of Riviera Beach v. Pardo, Dimeo, Groover, Lindblom and Rowse*, case no. 502006CAO 141 OXXXXMBAA, to allow the circuit court to make a final determination as to the sufficiency of the petition; and

WHEREAS, in addition to filing a separate Writ of Mandamus action, Case No. 50-2006CAO 14101 XXXXMBAA, to compel the City to place two charter amendments on the ballot, Pardo, et al., filed a counterclaim against the City in the declaratory action; and

WHEREAS, the Court determined on February 8, 2007, that said petition limiting the number of years that the City could enter into a lease agreement affecting beach property could be submitted to the voters at the March 13, 2007 municipal election; and

WHEREAS, at the election the voters approved of the lease term limitation; and

WHEREAS, the City Council thereafter dismissed its declaratory action and repealed ordinance number 3016; and

RESOLUTION NO. 72-07

PAGE -2-

WHEREAS, the parties have indicated that they will settle their counterclaim against the City if the City agrees to pay the legal fees they incurred in litigating the referendum and ordinance issues; and

WHEREAS, the City Council finds that it is in the best interest of the City to settle this claim to avoid further litigation and legal fees.

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

SECTION 1. That staff is authorized to settle the outstanding counterclaim in the case of *City of Riviera Beach v. Pardo, Dimeo, Groover, Lindblom and Rowse*, case no. 502006CA014100XXXMBAA, in the amount of \$45,214.72, said payment to be made in exchange for the dismissal of the counterclaim and the execution of a general release in favor of the City.

SECTION 2. That the Finance Director is authorized to transfer \$45,214.72 from contingency account no. 001-0203-519-0-5999 to legal account no. 001-0613-514-0-3101; and make payment to the law firm of Scott, Harris, Bryan, Barra & Jorgensen, P.A., in the amount of \$45,214.72.

SECTION 3. That this resolution shall take effect upon its approval by City Council.

PASSED and APPROVED this 16TH day of MAY, 2007.

[The Remainder of this Page Intentionally Left Blank]

APPROVED:

Thomas A. Masters
THOMAS A. MASTERS
MAYOR

Shelby L. Lowe
SHELBY L. LOWE
CHAIRPERSON

ATTEST:

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

Lynne L. Hubbard
LYNNE L. HUBBARD
CHAIR PRO TEM

Norma Duncombe
NORMA DUNCOMBE
COUNCILPERSON

Gedrick Thomas
GEDRICK THOMAS
CO NCILPERSON

James "Jim" Jackson
JAMES "JIM" JACKSON
COUNCILPERSON

MOTIONED BY: J. JACKSON

SECONDED BY: C. THOMAS

S. LOWE AYE

L. HUBBARD AYE

C. THOMAS AYE

N. DUNCOMBE NAY

J. JACKSON AYE

REVIEWED AS TO LEGAL SUFFICIENCY

Pamala Hanna Ryan
PAMALA HANNA RYAN, CITY ATTORNEY

DATE: 5/16/07