

RESOLUTION NO. 116-07

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF RIVIERA BEACH, PALM BEACH COUNTY, FLORIDA, AUTHORIZING THE ENGINEERING FIRM OF JORDAN JONES & GOULDING TO PREPARE THE SURVEY, DESIGN AND CONTRACT DOCUMENTS FOR CITYWIDE SIDEWALKS IN AN AMOUNT NOT TO EXCEED \$36,400; AUTHORIZING THE INTERIM FINANCE DIRECTOR TO MAKE PAYMENTS; AND PROVIDING FOR AN EFFECTIVE DATE.

WHEREAS, the City of Riviera Beach desires to improve pedestrian safety by installing sidewalks on certain city streets; and

WHEREAS, the firm of Jordan Jones & Goulding (JJ&G) has been retained to provide civil, transportation and architectural services to the City; and

WHEREAS, JJ&G has submitted a proposal to prepare the survey, design and contract documents for installing sidewalks.

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

SECTION 1. The engineering firm of Jordan Jones & Goulding is authorized to prepare survey, design and contract documents for Citywide Sidewalks project.

SECTION 2. The Finance Director is authorized to transfer \$36,400 from the street improvement account number 310-0716-541-2-6355 to the sidewalk improvement account number 310-0716-541-0-6354.

SECTION 3. The Finance Director is authorized to make payment from account number 310-0716-541-0-6354 in an amount not to exceed \$36,400.

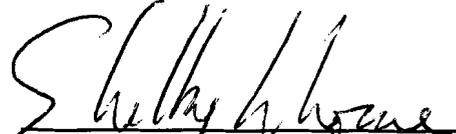
SECTION 4. This resolution shall take effect immediately upon its passage.

PASSED and APPROVED this 5 day of September 2007.

APPROVED:



THOMAS A. MASTERS
MAYOR



SHELBY L. LOWE
CHAIRPERSON

ATTEST:



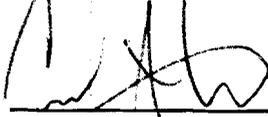
CARRIE E. WARD,
MASTER MUNICIPAL CLERK
CITY CLERK



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 aye

N. DUNCOMBE aye

J. JACKSON _____ aye

REVIEWED AS TO LEGAL SUFFICIENCY


PAMALA HANNA RYAN, CITY ATTORNEY

DATE: 8/29/07

RESOLUTION NO. 117-07

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 PALM BEACH COUNTY FOR RECEIVING DISCRETIONARY FUNDS IN THE AMOUNT OF \$94,000.00 FOR INSTALLATION OF DECORATIVE STREET LIGHTS ON WEST 32ND STREET, BETWEEN AVENUE H EAST AND WEST 31ST STREET; AUTHORIZING THE FINANCE DIRECTOR TO SET UP A BUDGET AND PROVIDING FOR AN EFFECTIVE DATE.

WHEREAS, The City of Riviera Beach desires to improve safety on certain City streets by installing street lights; and

WHEREAS, The City desires to install decorative street lights on West 32nd Street, east of Avenue H to West 31st Street; and

WHEREAS, The County has submitted an agreement which will provide \$94,000.00 for installing decorative street lights on West 32nd Street; and

WHEREAS, The City and Palm Beach County desire to enter into an agreement.

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

SECTION 1. The Mayor and City Clerk are authorized to execute an agreement with Palm Beach County to receive discretionary funds for the installation of decorative street lights on West 32nd Street.

SECTION 2. The Finance Director is authorized to set up a budget in the amount of \$119,000.00 as follows:

Revenue:	126-00-337415	PB County Grant	\$94,000
	310-00-312420	Additional Gas Tax Fund	\$25,000

improvements on W. 32 nd Street	126-0716-541-3-6355	\$94,000
improvements on W. 32 nd Street	301-0716-541-3-6355	\$25,000

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

PASSED AND APPROVED this 5 day of September, 2007.

APPROVED:

Thomas A. Mark

Shelby L. Lowe
SHELBY L. LOWE
CHAIRPERSON

ATTEST:

C. E. Ward

C. E. WARD,
MASTER MUNICIPAL CLERK
CITY CLERK

Lynne L. Hubbard
LYNNE L. HUBBARD
CHAIR PRO TEM

Norma Duncombe
NORMA DUNCOMBE
COUNCILPERSON

Cedrick Thomas
CEDRICK THOMAS
COUNCILPERSON

James "Jim" Jackson
JAMES "JIM" JACKSON
COUNCILPERSON

MOTIONED BY: 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
PAMALA HANNA RYAN, CITY ATTORNEY

DATE: 8/29/07

RESOLUTION NO. 118-07

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF THE CITY OF RIVIERA BEACH, PALM BEACH COUNTY, FLORIDA, AUTHORIZING THE ENGINEERING FIRM OF JORDAN JONES & GOULDING TO PREPARE THE SURVEY, DESIGN AND CONTRACT DOCUMENTS FOR RECONSTRUCTION OF WEST 33RD STREET BETWEEN AVENUE R AND AVENUE O IN AN AMOUNT NOT TO EXCEED \$37,600; AUTHORIZING FINANCE DIRECTOR TO MAKE PAYMENT FOR SAME FROM ACCOUNT NUMBER 301-0716-5414-3106; AND PROVIDING FOR AN EFFECTIVE DATE.

WHEREAS, West 33rd Street between Avenue R and Avenue O has been identified for improvements under the Community Development Block Grant program; and

WHEREAS, the City desires to make the necessary improvements to West 33rd Street identified in the Interlocal Agreement between the City and Palm Beach County for receiving CDBG funds; and

WHEREAS, The City of Riviera Beach entered into an agreement with Jordan Jones & Goulding for providing civil engineering services.

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

SECTION 1. The engineering firm of Jordan Jones & Goulding is authorized to prepare survey, design and contract documents for reconstruction of West 33rd Street between Avenue R and Avenue O.

SECTION 2. The Finance Director is authorized to make payment from paving and drainage account number 301-0716-5414-3106 in an amount not to exceed \$37,600.

SECTION 3. This resolution shall take effect immediately upon its passage.

PASSED and APPROVED this ___5 day of September, 2007.

APPROVED:


THOMAS A. MASTERS
MAYOR


SHELBY L. LOWE
CHAIRPERSON

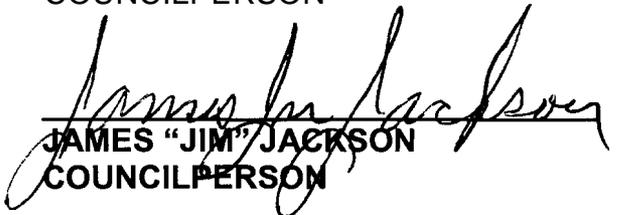
ATTES

T: 
CARRIE E. WARD,
MASTER MUNICIPAL CLERK
CITY CLERK


L. E. 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

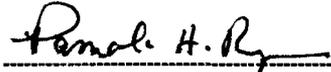
L. HUBBARD aye

C. THOMAS aye

N. DUNCOMBE aye

J. JACKSON aye

REVIEWED AS TO LEGAL SUFFICIENCY


PAMALA HANNA RYAN, CITY ATTORNEY

DATE: 8/29/07

RESOLUTION NO. 119-07

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF RIVIERA BEACH, PALM BEACH COUNTY, FLORIDA, APPROVING AN AGREEMENT BETWEEN THE CITY OF RIVIERA BEACH AND PALM BEACH COUNTY FOR RECEIVING COMMUNITY DEVELOPMENT BLOCK GRANT FUNDS IN THE AMOUNT OF \$251,191; AUTHORIZING THE MAYOR AND CITY CLERK TO EXECUTE THE AGREEMENT AND AUTHORIZING THE FINANCE DIRECTOR TO APPROPRIATE FUNDS AND SET UP A BUDGET.

WHEREAS, on December 20, 2006, per resolution number 192-06, the City Council approved the submittal of an application to Palm Beach County for receiving funds under the Community Development Block Grant program; and

WHEREAS, County staff has recommended to the County Commission approval of the application in the amount of \$251,191; and

WHEREAS, The City and Palm Beach County desire to enter into an agreement to implement the Northwest Neighborhood Strategy Area, reconstruction of West 33rd Streets from Avenue R to Avenue O.

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

SECTION 1. The agreement between the City of Riviera Beach and Palm Beach County for receiving Community Development Block Grant Fund is approved.

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

SECTION 3. The Finance Director is authorized to appropriate funds in the Paving and Drainage Fund in the paving and drainage construction account in the amount of \$298,809 and set up a budget in the CDBG fund in the amount of \$251,191 for West 33rd Street Improvement as follows:

Revenue:		
108-00-33741 7	CDBG Grant 08	\$251,191

Expenditure:		
108-0717-541-1-6355	Street Improvement W. 33 rd	\$251,191

Revenue:		
301-00-312401	Gas Tax	\$298,809

Expenditure:		
301-0716-541-4-6355	Street Improvement	\$258,809
301-0716-541-4-3106	Professional Services	\$40,000

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

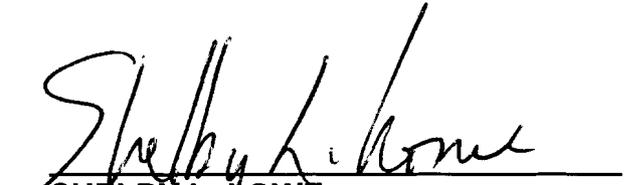
PASSED AND APPROVED on this 5 day of September, 2007.

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RESOLUTION NO. 119-07
PAGE -2-

APPROVED:


THOMAS A. MASTERS
MAYOR


SHELBY L. LOWE
CHAIRPERSON

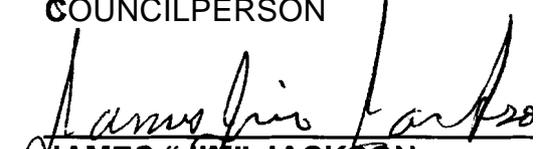
ATTEST:


CARRIE E. WARD,
MASTER MUNICIPAL CLERK
CITY CLERK


LYNNE L. HUBBARD
CHAIR PRO TEM


NORMA DUNCOMBE
COUNCILPERSON


CEDRICK T. MAS
COUNCILPERSON


JAMES "JIM" JACKSON
COUNCILPERSON

MOTIONED BY: J. Jackson

SECONDED BY: L. Hubbard

S. LOWE aye

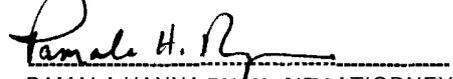
L. HUBBARD aye

C. THOMAS aye

N. DUNCOMBE aye

J. JACKSON aye

REVIEWED AS TO LEGAL SUFFICIENCY


PAMALA HANNA RYAN, CITY ATTORNEY

DATE: 8/27/07

RESOLUTION NO. 120-07

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF RIVIERA BEACH, PALM BEACH COUNTY, FLORIDA, APPROVING THE BROOKS SUBDIVISION REPLAT LOCATED AT 2511 AVENUE "R"; 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, Northwest Riviera Beach Community Redevelopment Corporation with Compass Surveying, has prepared a Replat entitled Brooks Subdivision located at 2511 Avenue uRn.

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 Brooks Subdivision 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 this 5 day of September

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RESOLUTION NO. 120-07

PAGE 2

APPROVED:



THOMAS A. MASTERS
MAYOR



SHELBY L. LOWE
CHAIRPERSON

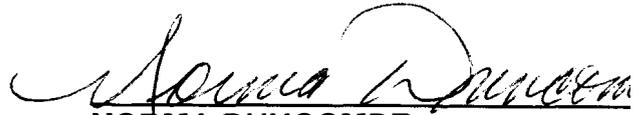
ATTEST:



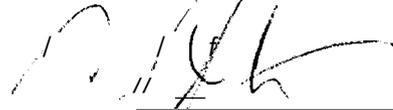
CARRIE E. WARD,
MASTER MUNICIPAL CLERK
CITY CLERK

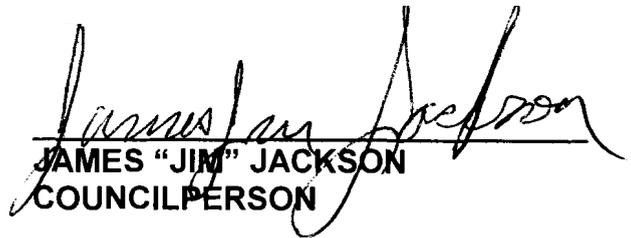


LYNNE L. HUBBARD
CHAIR PRO TEM



NORMA DUNCOMBE
COUNCILPERSON





JAMES "JIM" JACKSON
COUNCILPERSON

MOTIONED BY: J. Jackson

SECONDED BY: L. Hubbard

S. LOWE aye

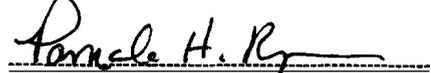
L. HUBBARD aye

C. THOMAS aye

N. DUNCOMBE aye

J. JACKSON aye

REVIEWED AS TO LEGAL SUFFICIENCY


PAMALA HANNA RYAN, CITY ATTORNEY

DATE: 8/21/07

RESOLUTION NO. 121-07

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF RIVIERA BEACH, PALM BEACH COUNTY, FLORIDA, AUTHORIZING COLONIAL INSURANCE TO PROVIDE SUPPLEMENTAL HEALTH INSURANCE TO CITY EMPLOYEES BEGINNING IN THE 2007-2008 POLICY YEAR AND AUTHORIZING THE FINANCE DIRECTOR TO FACILITATE ALL EMPLOYEE PAYMENTS THROUGH PAYROLL DEDUCTIONS; AND PROVIDING AN EFFECTIVE DATE.

WHEREAS, the City of Riviera Beach desires to provide employees with the option to purchase Supplemental Health Insurance (cancer, critical illness, hospital indemnity), with all costs paid by the respective employee(s), and

WHEREAS, staff recommends Colonial Insurance as the provider of such coverage.

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

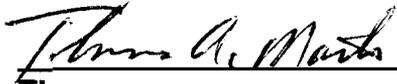
SECTION 1. That staff is hereby authorized to utilize Colonial Insurance as the provider of Supplemental Health Insurance coverage for City Employees beginning in the 2007-08 policy year.

SECTION 2. That the Finance Director is authorized to accept payroll deductions from employees and transfer same to Colonial Insurance.

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

PASSED AND ADOPTED this 5 day of September .2007.

APPROVED:



TH



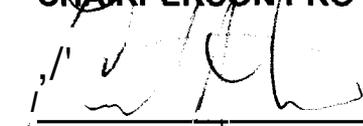
SHELBY L. LOWE
CHAIRPERSON

(MUNICIPAL SEAL)

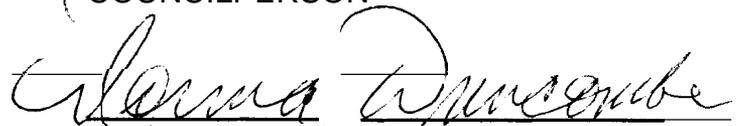


LYNNE L. HUBBARD
CHAIRPERSON PRO TEM

ATTEST



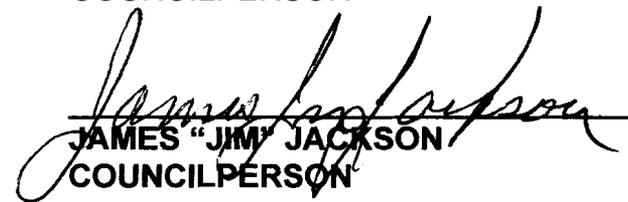
CEDRICK A. THOMAS
COUNCILPERSON



NORMA DUNCOMBE
COUNCILPERSON



CARRIE E. WARD
MASTER MUNICIPAL CLERK
CITY CLERK



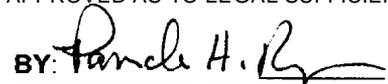
JAMES "JIM" JACKSON
COUNCILPERSON

MOTIONED BY: H. Duncombe

SECONDED BY: J. Jackson

S LOWE	<u>aye</u>
L. HUBBARD	<u>aye</u>
C. THOMAS	<u>aye</u>
N. DUNCOMBE	<u>aye</u>
J. JACKSON	<u>aye</u>

APPROVED AS TO LEGAL SUFFICIENCY

BY: 

DATE: 8/23/07

RESOLUTION NO. 122-07

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF RIVIERA BEACH, PALM BEACH COUNTY, FLORIDA, AUTHORIZING RELIANCE STANDARD TO OFFER SHORT TERM DISABILITY INSURANCE AND LONG TERM DISABILITY INSURANCE TO CITY EMPLOYEES BEGINNING IN THE 2007-2008 POLICY YEAR AND AUTHORIZING THE FINANCE DIRECTOR TO FACILITATE ALL EMPLOYEE PAYMENTS THROUGH PAYROLL DEDUCTIONS; AND PROVIDING AN EFFECTIVE DATE.

WHEREAS, the City of Riviera Beach desires to provide employees with the option to purchase Short Term Disability Insurance, and/or Long Term Disability Insurance, with all costs paid by the respective employee(s), and

WHEREAS, staff recommends Reliance Standard Insurance as the provider of such coverage.

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 hereby authorized to utilize Reliance Standard Insurance as the provider of Short Term Disability and Long Term Disability Plans for City Employees beginning in the 2007-08 policy year.

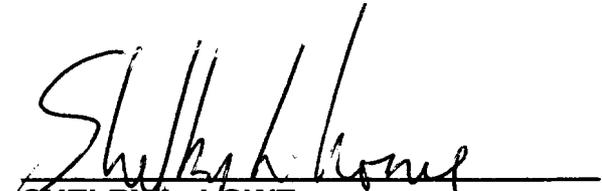
SECTION 2. That the Finance Director is authorized to accept payroll deductions from employees and transfer same to Reliance Standard Insurance.

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

PASSED AND ADOPTED this 5 day of September, 2007.

APPROVED:


THOMAS A. MASTERS
MAYOR


SHELBY L. LOWE
CHAIRPERSON

(MUNICIPAL SEAL)

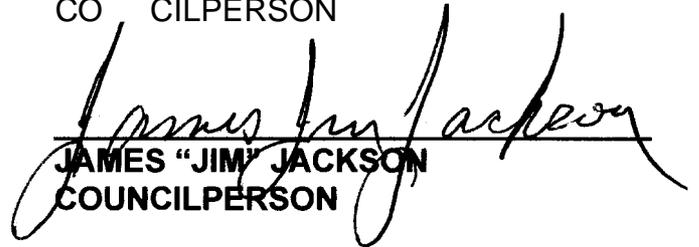

LYNNE L. HUBBARD
CHAIRPERSON, PRO TEM

ArrEST


CEDRICK A. THOMAS
COUNCILPERSON


NORMA DUNCOMBE
CO CILPERSON


CARRIE E. WARD
MASTER MUNICIPAL CLERK
CITY CLERK

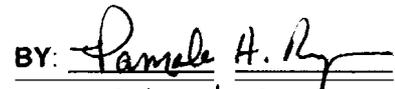

JAMES "JIM" JACKSON
COUNCILPERSON

MOTIONED BY: N. Duncombe

SECONDED BY: J. Jackson

S LOWE	<u>aye</u>
L. HUBBARD	<u>aye</u>
C. THOMAS	<u>aye</u>
N. DUNCOMBE	<u>aye</u>
J. JACKSON	<u>aye</u>

APPROVED AS TO LEGAL SUFFICIENCY

BY: 

DATE: 8/23/07

RESOLUTION NO. 123-07

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF RIVIERA BEACH, PALM BEACH COUNTY, FLORIDA APPROVING THE ACQUISITION OF A PROPERTY AT 1562 WEST 28TH STREET TO HOUSE THE YOUTH EMPOWERMENT CENTER, IN THE AMOUNT OF \$240,000 AND AUTHORIZING THE CITY MANAGER TO PREPARE A CONTRACT AND TO CONSUMATE THE ACQUISITION, AND FURTHER AUTHORIZING THE MAYOR TO EXECUTE A CONTRACT FOR PURCHASE AND FURTHER AUTHORIZING THE INTERIM FINANCE DIRECTOR TO EXPEND FUNDS FROM ACCOUNT 310-0203-519-0-8301 FOR THE PURCHASE AND RENOVATION OF THE PROPERTY AND PROVIDING FOR AN EFFECTIVE DATE.

WHEREAS, the City of Riviera Beach entered into an Interlocal Agreement with the Board of County Commissioners to develop a Youth Empowerment Center as a part of the Criminal Justice Commissions Youth Violence Prevention Project; and

WHEREAS, the City Council approved \$500,000 of Capital Funds as its matching share to be used for the acquisition and renovation of a building to house the Youth Empowerment Center and its activities; and

WHEREAS, the City of Riviera Beach is desirous of acquiring a property at 1562 West 28th Street to be used as the Youth Empowerment Center for all of its activities, and expending the remaining funds for building improvements and acquisition of any adjacent properties for additional parking facilities; and

WHEREAS, the City Council approved the funding to acquire a building in 2006.

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 authorizes the acquisition of the building at 1562 West 28th Street in the amount of \$240,000.

SECTION 2. The City Council approves an amount of \$100,000 to be used for the development of plans and renovations of the building.

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Page -2-

SECTION 3. The City Council authorizes the Mayor to execute a contract for the purchase of the property at 1562 West 28th Street as approved by the City Attorney.

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

PASSED and APPROVED this 5 day of September
2007.

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APPROVED:

Thomas A. Masters
THOMAS A. MASTERS
MAYOR

Shelby L. Lowe
SHELBY L. LOWE
CHAIRPERSON

ATTEST:

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

Lynne L. Hubbard
LYNNE L. HUBBARD
CHAIR PRO TEM

Norma Duncombe
NORMA DUNCOMBE
COUNCILPERSON

Cedrick A. Thomas
CEDRICK A. THOMAS
COUNCILPERSON

James "Jim" Jackson
JAMES "JIM" JACKSON
COUNCILPERSON

MOTIONED BY: J. Jackson

SECONDED BY: L. Hubbard

S. LOWE aye

L. HUBBARD aye

C. THOMAS aye

N. DUNCOMBE aye

J. JACKSON aye

REVIEWED AS TO LEGAL SUFFICIENCY

Pamala Hanna Ryan
PAMALA HANNA RYAN, CITY ATTORNEY

DATE: 8/29/07

RESOLUTION NO. 124-07

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 INTERLOCAL AGREEMENT BETWEEN PALM BEACH COUNTY AND THE CITY OF RIVIERA BEACH FOR FUNDING IN THE AMOUNT OF \$50,000 FOR BICENTENNIAL PARK AUSTRALIAN PINES REMOVAL PROJECT; AUTHORIZING THE FINANCE DIRECTOR TO REALLOCATE AND TRANSFER FUNDS FROM BICENTENNIAL PARK IMPROVEMENTS TO THE CASH MATCH FOR BICENTENNIAL PARK AUSTRALIAN PINES REMOVAL PROJECT IN THE CAPITAL ACQUISITION FUND; AUTHORIZING THE FINANCE DIRECTOR TO SET UP A BUDGET FOR THE SAME IN THE GRANT FUND (153); AND PROVIDING AN EFFECTIVE DATE.

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

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

WHEREAS, the City of Riviera Beach has Australian Pines in Bicentennial Park and desires to remove the invasive non-native plant; and

WHEREAS, the City of Riviera Beach has applied for assistance and has been awarded grant funds in amount of \$50,000 with a required match of \$50,000; said match will be funded from the Capital Acquisition Fund 310. Total project funds are \$100,000.

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 with the Board of County Commissioners on behalf of the City of Riviera Beach.

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RESOLUTION NO. 124-07

PAGE 2

SECTION 2. That the Finance Director is authorized to reallocate and transfer funds from the Bicentennial Park Improvements to the Bicentennial Park Australian Pines Removal Fund (153)

SECTION 3. That the Finance Director is authorized to set up a budget in the Bicentennial Park Australian Pines Removal Project Fund (153) as follows:

REVENUE:

153-00-337710	2007 Public Lands Grant Program	\$50,000
310-00-399999	Capital Acquisition Fund	<u>\$50,000</u>
TOTAL		\$100,000

EXPENDITURE:

153-1234-572-0-6301	Improv. other than bldg	\$50,000
<u>310-1234-572-6-6301</u>	<u>Improv. Other than bldg.</u>	<u>\$50,000</u>
TOTAL		\$100,000

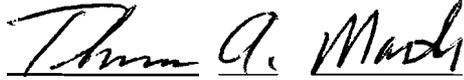
SECTION 3. This Resolution shall take effect immediately upon its approval.

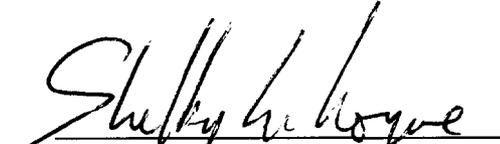
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RESOLUTION NO. 124-07
PAGE 3

PASSED AND APPROVED this 5 day of September, 2007.

APPROVED:


THOMAS A. MASTERS
MAYOR


SHELBY L. LOWE
CHAIRPERSON

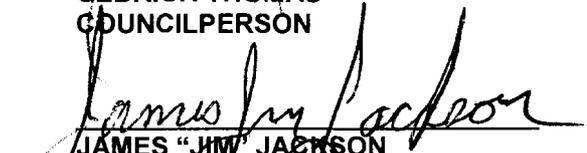
ATTEST:


CARRIE E. WARD,
MASTER MUNICIPAL CLERK
CITY CLERK


LYNNE L. HUBBARD
CHAIR PRO TEM


NORMA DUNCOMBE
COUNCILPERSON


CEDRICK THOMAS
COUNCILPERSON


JAMES "JIM" JACKSON
COUNCILPERSON

MOTIONED BY: J. Jackson

SECONDED BY: L. Hubbard

S. LOWE aye

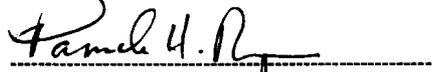
L. HUBBARD aye

C. THOMAS aye

N. DUNCOMBE aye

J. JACKSON aye

REVIEWED AS TO LEGAL SUFFICIENCY


PAMALA HANNA RYAN, CITY ATTORNEY

DATE: 8/29/07

RESOLUTION NO. 125-07

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF RIVIERA BEACH, PALM BEACH COUNTY, FLORIDA AUTHORIZING THE MAYOR AND CITY CLERK TO EXECUTE A FLORIDA RECREATION DEVELOPMENT ASSISTANCE PROGRAM (FRDAP) AGREEMENT WITH THE STATE OF FLORIDA DEPARTMENT OF ENVIRONMENTAL PROTECTION FOR FUNDING IN THE AMOUNT OF \$115,000; AUTHORIZING THE FINANCE DIRECTOR TO REALLOCATE FUNDS IN THE CAPITAL IMPACT FEE FUND FOR BEACH BOARDWALK IN THE AMOUNT OF \$115,000 FOR THE CASH MATCH; AUTHORIZING THE FINANCE DIRECTOR TO SET UP A BUDGET FOR THE MUNICIPAL BEACH RENOVATIONS PROJECT IN THE AMOUNT OF \$230,000; AND PROVIDING AN EFFECTIVE DATE.

WHEREAS, the Florida Department of Environmental Protection, Florida Recreation Development Assistance Program (FRDAP) has a grant program, which will fund requests for assistance to acquire or develop land for public outdoor recreation purposes; and

WHEREAS, the City of Riviera Beach applied for grant assistance for the proposed improvements at the Municipal Beach Renovations Project; and

WHEREAS, the City of Riviera Beach has been awarded grant funds in amount of \$115,000 with a required match of \$115,000, said required match will be funded from the Capital Impact Fee Construction Fund 303. Total project funds are \$230,000.

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 Florida Recreation Development Assistance Program (FRDAP) Grant Agreement on behalf of the City of Riviera Beach.

SECTION 2. That the City will have up to three years to complete the project with the FRDAP funds, said project must be completed by April 30, 2010.

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SECTION 3. That the Finance Director is authorized to set up a budget in the Municipal Beach Renovations Fund (141) as follows:

REVENUE:

141-00-334705	FRDAP Grant	\$115,000
<u>303-00-399999</u>	<u>Capital Impact Fee - Recreation</u>	<u>\$115,000</u>
TOTAL		\$230,000

EXPENDITURE:

141-1232-572-1-6351	Capital Improvements - Other than Bldgs.	\$115,000
<u>303-1233-572-1-6351</u>	<u>Match for Municipal Beach Project</u>	<u>\$115,000</u>
TOTAL		\$230,000

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

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RESOLUTION NO. 125-07
PAGE 3

PASSED AND APPROVED this 5 day of September, 2007.

APPROVED:



THOMAS A. MASTERS
MAYOR



SHELBY L. LOWE
CHAIRPERSON

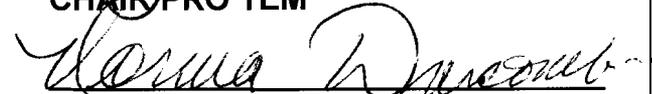
ATTEST:



CARRIE E. WARD,
MASTER MUNICIPAL CLERK
CITY CLERK



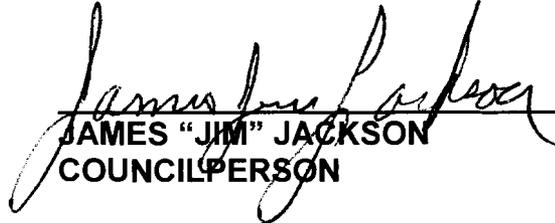
LYNNE L. HUBBARD
CHAIR PRO TEM



NORMA DUNCOMBE
COUNCILPERSON



GEDRICK THOMAS
COUNCILPERSON



JAMES "JIM" JACKSON
COUNCILPERSON

MOTIONED BY: J. Jackson

SECONDED BY: L. Hubbard

S. LOWE aye

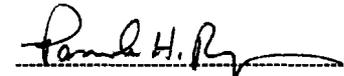
L. HUBBARD aye

C. THOMAS aye

N. DUNCOMBE aye

J. JACKSON aye

REVIEWED AS TO LEGAL SUFFICIENCY



PAMALA HANNA RYAN, CITY ATTORNEY

DATE: 9/3/07

FLORIDA DEPARTMENT OF ENVIRONMENTAL PROTECTION
FLORIDA RECREATION DEVELOPMENT ASSISTANCE PROGRAM (FRDAP)
PROJECT AGREEMENT (SFY 2007-08) - Development

This PROJECT AGREEMENT is made and entered into this 10th day of September 2007, by and between the STATE OF FLORIDA DEPARTMENT OF ENVIRONMENTAL PROTECTION, hereinafter called the DEPARTMENT, and the CITY OF RIVIERA BEACH, hereinafter called the GRANTEE, a local government, in furtherance of an approved public outdoor recreation project. In consideration of the mutual covenants contained herein and pursuant to section 375.075, Florida Statutes, and chapter 62D-5, Part V, Florida Administrative Code, the parties hereto agree as follows:

1. This PROJECT AGREEMENT shall be performed in accordance with section 375.075, Florida Statutes; and chapter 62D-5, Part V, Florida Administrative Code, effective August 15, 2004, hereinafter called the RULE. The GRANTEE shall comply with all provisions of the RULE, which is incorporated into this PROJECT AGREEMENT as if fully set forth herein. It is the intent of the DEPARTMENT and the GRANTEE that none of the provisions of section 163.01, Florida Statutes, shall apply to this PROJECT AGREEMENT.
2. The DEPARTMENT has found that public outdoor recreation is the primary purpose of the project known as Municipal Beach (Florida Recreation Development Assistance Program (FRDAP), FRDAP Project Number F08081), hereinafter called the PROJECT, and enters into this PROJECT AGREEMENT with the GRANTEE for the development of that real property, the legal description of which shall be submitted to the DEPARTMENT as described in the Florida Recreation Development Assistance Program Development Project Pre-reimbursement Commencement Documentation Form, DEP Form FPS-A034.
3. All forms referenced in this PROJECT AGREEMENT may be found at www.dep.state.fl.us/parks/oirs. Further, the GRANTEE will also receive all

applicable forms for administration of project with GRANTEE's copy of the fully executed PROJECT AGREEMENT.

4. The GRANTEE shall construct, or cause to be constructed, certain public outdoor recreation facilities and improvements consisting of the following PROJECT ELEMENTS: Picnic facilities, landscaping; renovation of restrooms, beach access and other related support facilities. These PROJECT ELEMENTS may be modified by the DEPARTMENT if the GRANTEE shows good cause and the DEPARTMENT approves the modification.
5. The DEPARTMENT shall pay, on a reimbursement basis, to the GRANTEE, funds not to exceed \$115,000.00, which will pay the DEPARTMENT's share of the cost of the PROJECT. DEPARTMENT funding is based upon the following:

DEPARTMENT Amount:	<u>\$115,000.00</u>	<u>50 %</u>
GRANTEE Match:	<u>\$115,000.00</u>	<u>50 %</u>
Type of Match:	<u>Cash/In-Kind Services and/or Land Value</u>	

6. The PROJECT reimbursement request shall include all documentation required by the DEPARTMENT for a proper pre-audit and post-audit review. Within sixty (60) days after receipt of the final request, the DEPARTMENT's Grant Manager shall review the completion documentation and payment request from the GRANTEE for the PROJECT. If the documentation is sufficient and meets the requirements of the Florida Recreation Development Assistance Program Completion Documentation Form, DEP Form FPS-A036, referenced in s. 62D-5.058(7)(d) of the RULE, the DEPARTMENT will approve the request for payment.
7. In addition to the invoicing requirements contained in the paragraph above, the DEPARTMENT will periodically request proof of a transaction (such as invoice or payroll register) to evaluate the appropriateness of costs to the PROJECT AGREEMENT pursuant to State guidelines (including cost allocation guidelines). When requested, this information must be provided within thirty (30) calendar days of the date of such request. The GRANTEE may also be required to submit a cost allocation plan to the DEPARTMENT in support of its multipliers (overhead, indirect, general administrative costs, and fringe benefits). State guidelines for allowable costs can be found in the Department of Financial Services' Reference Guide for State Expenditures at <http://www.fldfs.com/aadir/reference%5Fguide>. which GRANTEE shall follow.
8. The GRANTEE agrees to comply with the Division of Recreation and Parks' Grant and Contract Accountability Procedure, hereinafter called the PROCEDURE, incorporated into this PROJECT AGREEMENT by reference as if fully set forth herein. A copy of this PROCEDURE has been provided with this PROJECT AGREEMENT and may also be found at <http://www.dep.state.fl.us/parks/oirs>. All purchases of goods and services for

accomplishment of the PROJECT shall be secured in accordance with the GRANTEE's procurement procedures. Expenses representing the PROJECT costs, including the required matching contribution, shall be reported to the DEPARTMENT and summarized on certification forms provided in the PROCEDURE. The DEPARTMENT and GRANTEE agree to use the PROCEDURE guidelines for accounting for FRDAP funds disbursed for the PROJECT. The parties further agree that the principles for determining the eligible costs, supporting documentation and minimum reporting requirements of the PROCEDURE shall be used.

9. Allowable indirect costs as defined in the PROCEDURE shall not exceed 15% of the GRANTEE's eligible wages and salaries, unless approved in advance as described herein. Indirect costs that exceed 15% must be approved in advance in writing by the DEPARTMENT to be considered eligible PROJECT expenses.
10. It is understood by the GRANTEE that the amount of this PROJECT AGREEMENT may be reduced should the Governor's Office declare a revenue shortfall and assess a mandatory reserve. Should a shortfall be declared, the amount of this PROJECT AGREEMENT may be reduced by the amount deemed appropriate by the DEPARTMENT.
11. The State of Florida's performance and obligation to pay under this PROJECT AGREEMENT is contingent upon an annual appropriation by the Legislature. The GRANTEE understands that this PROJECT AGREEMENT is not a commitment of future appropriations.
12. All monies expended by the GRANTEE for the purpose contained herein shall be subject to pre-audit review and approval by the State of Florida Chief Financial Officer in accordance with section 17.03(2), Florida Statutes.
13. PROJECT funds may be reimbursed for eligible Preagreement Expenses (as defined in s. 62D-5.054(34) of the RULE) incurred by GRANTEE prior to execution of this PROJECT AGREEMENT in accordance with s. 62D-5.055(9) of the RULE. The DEPARTMENT and the GRANTEE fully understand and agree that there shall be no reimbursement of PROJECT funds by the DEPARTMENT for any expenditure made prior to the execution of this PROJECT AGREEMENT with the exception of those expenditures which meet the requirements of the foregoing sections of the RULE.
14. Prior to commencement of PROJECT development, the GRANTEE shall submit the documentation required by the Florida Recreation Development Assistance Program Development Project Pre-reimbursement/Commencement Documentation Form, DEP Form FPS-A034, referenced in s. 62D-5.058(7)(c) of the RULE, to the DEPARTMENT. Upon determining that the documentation complies with the RULE, the DEPARTMENT will give written notice to GRANTEE to commence the development.

15. The GRANTEE shall obtain all required local, state and federal permits and approvals prior to completion of the PROJECT construction and shall certify that it has done so to the DEPARTMENT by completing the Project Completion Certification, FPS-A037, referenced in s. 62D-5.058(7)(d) of the RULE.
16. This PROJECT AGREEMENT shall become effective upon execution by both parties and the GRANTEE shall complete construction of all PROJECT ELEMENTS on or before April 30, 2010 (hereinafter referred to as the PROJECT completion date), at which time all payment requests and completion documentation will be due to the DEPARTMENT.
17. Project completion means the PROJECT is open and available for use by the public. PROJECT must be designated complete prior to release of final reimbursement. See Rule 62D-5.054(41).
18. The GRANTEE shall maintain books, records and documents directly pertinent to performance under this PROJECT AGREEMENT in accordance with generally accepted accounting principles consistently applied, including the PROCEDURE. The DEPARTMENT, the State, or their authorized representatives shall have access to such records for audit purposes during the term of this PROJECT AGREEMENT and for five years following PROJECT AGREEMENT completion or resolution of any dispute arising under this PROJECT AGREEMENT. In the event any work is subcontracted, the GRANTEE shall similarly require each subcontractor to maintain and allow access to such records for audit purposes.
19. A. In addition to the requirements of the preceding paragraph, the GRANTEE shall comply with the applicable provisions contained in Attachment 1, Special Audit Requirements, attached hereto and made a part hereof. Exhibit 1 to Attachment 1 summarizes the funding sources supporting the PROJECT AGREEMENT for purposes of assisting the GRANTEE in complying with the requirements of Attachment 1. A revised copy of Exhibit 1 must be provided to the GRANTEE for each amendment which authorizes a funding increase or decrease. If the GRANTEE fails to receive a revised copy of Exhibit 1, the GRANTEE shall notify the DEPARTMENT's Grant Manager to request a copy of the updated information.

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- B. The GRANTEE is hereby advised that the Federal and/or Florida Single Audit Act Requirements may further apply to lower tier transactions that may be a result of this PROJECT AGREEMENT. The GRANTEE shall consider the type of financial assistance (federal and/or state) identified in **Attachment 1, Exhibit 1** when making its determination. For federal financial assistance, the GRANTEE shall utilize the guidance provided under OMB Circular A-133, Subpart B, Section .210 for determining whether the relationship represents that of a subrecipient or vendor. For state financial assistance, the GRANTEE shall utilize the form entitled "Checklist for Nonstate Organizations Recipient/Subrecipient vs. Vendor Determination" (form number DFS-A2-NS) that can be found under the "Links/Forms" section appearing at the following website:

<http://aDDs.fldfs.com/fsaa>

The GRANTEE should confer with its chief financial officer, audit director or contact the DEPARTMENT for assistance with questions pertaining to the applicability of these requirements.

20. Following receipt of an audit report identifying any reimbursement due the DEPARTMENT for the GRANTEE's noncompliance with this PROJECT AGREEMENT, the GRANTEE will be allowed a maximum of thirty (30) days to submit additional pertinent documentation to offset the amount identified as being due to the DEPARTMENT. The DEPARTMENT, following a review of the documentation submitted by the GRANTEE, will inform the GRANTEE of the final reimbursement due the DEPARTMENT.
21. The GRANTEE warrants and represents that it is self-funded for liability insurance, appropriate and allowable under Florida law, and that such self-insurance offers protection applicable to the GRANTEE's officers, employees, servants and agents while acting within the scope of their employment with the GRANTEE.
22. To the extent required by law, the GRANTEE will be self-insured against, or will secure and maintain during the life of this PROJECT AGREEMENT, Workers' Compensation Insurance for all of its employees connected with the work of this Project and, in case any work is subcontracted, the GRANTEE shall require the subcontractor to provide Workers' Compensation Insurance for all of the subcontractor's employees unless such employees are covered by the protection afforded by the GRANTEE. Such self-insurance program or insurance coverage shall comply fully with the Florida Workers' Compensation law. In case any class of employees engaged in hazardous work under this PROJECT AGREEMENT is not protected under Workers' Compensation statutes, the GRANTEE shall provide, and cause each subcontractor to provide, adequate insurance satisfactory to the DEPARTMENT, for the protection of its employees not otherwise protected.

23. The GRANTEE covenants that it presently has no interest and shall not acquire any interest which would conflict in any manner or degree with the performance of services required.
24. The purchase of non-expendable equipment is not authorized under the terms of this PROJECT AGREEMENT.
25. For the purpose of this PROJECT AGREEMENT, the DEPARTMENT's Grant Manager shall be responsible for ensuring performance of its terms and conditions and shall approve all reimbursement requests prior to payment. The GRANTEE's Grant Manager, identified in paragraph 26, or successor, shall act on behalf of the GRANTEE relative to the provisions of this PROJECT AGREEMENT. The GRANTEE, shall submit to the DEPARTMENT signed PROJECT status reports every January 5th, May 5th, and September 5th of each year summarizing the work accomplished, problems encountered, percentage of completion, and other information which may be requested by the DEPARTMENT. Photographs to reflect the construction work accomplished shall be submitted when the DEPARTMENT requests them.
26. Any and all notices required by this PROJECT AGREEMENT shall be deemed sufficient if delivered or sent by certified mail to the parties at the following addresses:

<u>GRANTEE's Grant Manager</u>	<u>DEPARTMENT's Grant Manager</u>
Mr. David Wright Jr. Intergovernmental Relations Coordinator 600 West Blue Heron Riviera Beach, FL 33404-4015	Tamika Ardley Florida Department of Environmental Protection 3900 Commonwealth Blvd., MS585 Tallahassee, Florida 32399-3000

27. Prior to final reimbursement, the GRANTEE must erect a permanent information sign on the PROJECT site which credits PROJECT funding or a portion thereof, to the Florida Department of Environmental Protection and the Florida Recreation Development Assistance Program.
28. The DEPARTMENT has the right to inspect the PROJECT and any and all records related thereto at any reasonable time.
29. This PROJECT AGREEMENT may be unilaterally canceled by the DEPARTMENT for refusal by the GRANTEE to allow public access to all documents, papers, letters, or other material made or received by the GRANTEE in conjunction with this PROJECT AGREEMENT unless the records are exempt from Section 24(a) of Article I of the State Constitution and Section 119.07, Florida Statutes.

30. A. The DEPARTMENT may terminate this PROJECT AGREEMENT at any time in the event of the failure of the GRANTEE to fulfill any of its obligations under this PROJECT AGREEMENT. Prior to termination, the DEPARTMENT shall provide thirty (30) calendar days written notice of its intent to terminate and shall provide the GRANTEE an opportunity to consult with the DEPARTMENT regarding the reason(s) for termination.
 - B. The DEPARTMENT may terminate this PROJECT AGREEMENT after three years if the Governor does not approve certification forward of the PROJECT funds.
31. Prior to the closing of the PROJECT, the DEPARTMENT shall have the right to a refund, either in whole or in part, of the FRDAP funds provided to the GRANTEE for noncompliance with the material terms of this PROJECT AGREEMENT. The GRANTEE, upon such written notification from the DEPARTMENT, shall refund, and shall forthwith pay to the DEPARTMENT, the amount of money demanded by the DEPARTMENT. Interest on any refund shall begin the date that the GRANTEE was informed that a refund was required and continues to accrue until the date the refund and interest are paid to the DEPARTMENT.
32. The GRANTEE shall comply with all federal, state and local regulations, rules and ordinances in developing this PROJECT. The GRANTEE acknowledges that this requirement includes compliance with all federal, state and local health and safety rules and regulations including all applicable building codes. The GRANTEE further agrees to include the requirements of this paragraph in all subcontracts made to perform this PROJECT AGREEMENT.
33. The GRANTEE may subcontract work under this PROJECT AGREEMENT without the prior written consent of the DEPARTMENTS Grant Manager. The GRANTEE agrees to be responsible for the fulfillment of all work elements included in any subcontract. It is understood and agreed by the GRANTEE that the DEPARTMENT shall not be liable to any subcontractor for any expenses or liabilities incurred under the subcontract and that the GRANTEE shall be solely liable to the subcontractor for all expenses and liabilities incurred under the subcontract.
34. Land owned by the GRANTEE, which is developed or acquired with FRDAP funds, shall be dedicated in perpetuity as an outdoor recreation site by the GRANTEE for the use and benefit of the public as stated in section 620-5.059(1) of the RULE. Land under control other than by ownership of the GRANTEE, such as by lease, shall be dedicated as an outdoor recreation area for the use and benefit of the public for a minimum period of twenty-five (25) years from the completion date set forth in the PROJECT completion certificate. All dedications must be recorded in the county property records by the owner, or by the GRANTEE if the owner has given GRANTEE authority to do so. Such PROJECT

shall be open at reasonable times and shall be managed in a safe and attractive manner appropriate for public use.

35. Failure to comply with the provisions of the RULE or the terms and conditions of this PROJECT AGREEMENT will result in termination of the PROJECT AGREEMENT by the DEPARTMENT. The DEPARTMENT shall give the GRANTEE in violation of the RULE or this PROJECT AGREEMENT a notice in writing under Paragraph 26 of the particular violations stating a reasonable time to comply. Failure to comply within the time period stated in the written notice shall result in termination of the PROJECT AGREEMENT and shall result in the imposition of the terms in Paragraph 31.
36. In the event of conflict in the provisions of the RULE, the PROJECT AGREEMENT and the Project Application, the provisions of the RULE shall control over this PROJECT AGREEMENT and this PROJECT AGREEMENT shall control over the Project Application documents.
37. If the DEPARTMENT determines that site control is not sufficient under the RULE, or has been compromised, the DEPARTMENT shall give the GRANTEE a notice in writing and a reasonable time to comply. If the deficiency is not corrected within the time specified in the notice, the DEPARTMENT shall terminate this PROJECT AGREEMENT and shall impose the terms of Paragraph 31.
38. Pursuant to section 216.347, Florida Statutes, the GRANTEE is prohibited from spending FRDAP grant funds for the purpose of lobbying the legislature, the judicial branch, or a state agency.
39.
 - A. No person on the grounds of race, creed, color, national origin, age, sex, marital status or disability, shall be excluded from participation in; be denied the proceeds or benefits of; or be otherwise subjected to discrimination in performance of this PROJECT AGREEMENT.
 - B. An entity or affiliate who has been placed on the discriminatory vendor list may not submit a bid on a contract to provide goods or services to a public entity, may not submit a bid on a contract with a public entity for the construction or repair of a public building or public work, may not submit bids on leases of real property to a public entity, may not award or perform work as a contractor, supplier, subcontractor, or consultant under contract with any public entity, and may not transact business with any public entity. The Florida Department of Management Services is responsible for maintaining the discriminatory vendor list which may be found at http://dms.myflorida.com/dms/purchasing/convicted_suspended_discriminatory_complaints_vendor_lists. Questions regarding the discriminatory vendor list may be directed to the Florida Department of Management Services, Office of Supplier Diversity at (850) 487-0915.

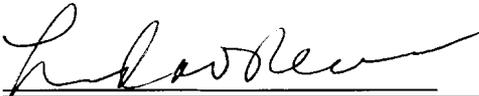
40. Each party hereto agrees that it shall be solely responsible for the wrongful acts of its employees and agents. However, nothing contained herein shall constitute a waiver by either party of its sovereign immunity or the provisions of section 768.28, Florida Statutes.
41. The PROJECT AGREEMENT has been delivered in the State of Florida and shall be construed in accordance with the laws of Florida. Wherever possible, each provision of this PROJECT AGREEMENT shall be interpreted in such manner as to be effective and valid under applicable Florida law, but if any provision of this PROJECT AGREEMENT shall be prohibited or invalid under applicable Florida law, such provision shall be ineffective to the extent of such prohibition or invalidity, without invalidating the remainder of such provision or the remaining provisions of this PROJECT AGREEMENT. Any action hereon or in connection herewith shall be brought in Leon County, Florida unless prohibited by applicable law.
42. No delay or failure to exercise any right, power or remedy accruing to either party upon breach or default by either party under this PROJECT AGREEMENT shall impair any such right, power or remedy of either party; nor shall such delay or failure be construed as a waiver of any such breach or default, or any similar breach or default thereafter.
43. This PROJECT AGREEMENT is not intended nor shall it be construed as granting any rights, privileges or interest to any third party without mutual written agreement of the parties hereto.
44. This PROJECT AGREEMENT is an exclusive contract and may not be assigned in whole or in part without the prior written approval of the DEPARTMENT.
45. This PROJECT AGREEMENT represents the entire agreement of the parties. Any alterations, variations, changes, modifications or waivers of provisions of this PROJECT AGREEMENT shall only be valid when they have been reduced to writing, in the form of an Amendment duly executed by each of the parties hereto, and attached to the original of this PROJECT AGREEMENT.

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IN WITNESS WHEREOF, the parties hereto have caused these presents to be duly executed on the day and year last written above.

STATE OF FLORIDA DEPARTMENT
OF ENVIRONMENTAL PROTECTION

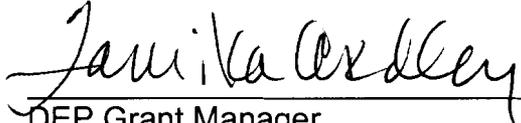
CITY OF RIVIERA BEACH

By: 
Division Director (or Designee)
Division of Recreation and Parks

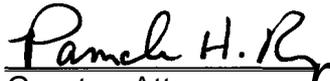
9/10/07
Date

By: 
Printed Name:
Title: Mayor
Carrie C. Ward, City Clerk
September 5, 2007
Date

Address:
Office of Information and Recreation
SeNices
Division of Recreation and Parks
3900 Commonwealth Boulevard
Mail Station 585
Tallahassee, Florida 32399-3000


DEP Grant Manager

Address:
600 West Blue Heron
Riviera Beach, FL 33404-4015


Grantee Attorney

Approved as to Form and Legality:
This form has been pre-approved as to
form and legality by Suzanne Brantley,
Assistant General Counsel, on
May 10, 2007 for use for one year.

List of attachments/exhibits included as part of this Agreement:

Specify Type	Letter/ Number	Description (include number of pages)
<u>Attachment</u>	<u>1</u>	<u>Special Audit Requirements (5 Pages)</u>

ATTACHMENT 1

SPECIAL AUDIT REQUIREMENTS

The administration of resources awarded by the Department of Environmental Protection (*which may be referred to as the "Department", "DEP", "FDEP" or "Grantor", or other name in the contract/agreement*) to the recipient (*which may be referred to as the "Contractor", Grantee" or other name in the contract/agreement*) may be subject to audits and/or monitoring by the Department of Environmental Protection, as described in this attachment.

MONITORING

In addition to reviews of audits conducted in accordance with OMB Circular A-133 and Section 215.97, F.S., as revised (see "AUDITS" below), monitoring procedures may include, but not be limited to, on-site visits by Department staff, limited scope audits as defined by OMB Circular A-133, as revised, and/or other procedures. By entering into this Agreement, the recipient agrees to comply and cooperate with any monitoring procedures/processes deemed appropriate by the Department of Environmental Protection. In the event the Department of Environmental Protection determines that a limited scope audit of the recipient is appropriate, the recipient agrees to comply with any additional instructions provided by the Department to the recipient regarding such audit. The recipient further agrees to comply and cooperate with any inspections, reviews, investigations, or audits deemed necessary by the Chief Financial Officer or Auditor General.

AUDITS

PART I: FEDERALLY FUNDED

This part is applicable if the recipient is a State or local government or a non-profit organization as defined in OMB Circular A-133, as revised.

- I. In the event that the recipient expends \$500,000 or more in Federal awards in its fiscal year, the recipient must have a single or program-specific audit conducted in accordance with the provisions of OMB Circular A-133, as revised. EXHIBIT I to this Agreement indicates Federal funds awarded through the Department of Environmental Protection by this Agreement. In determining the Federal awards expended in its fiscal year, the recipient shall consider all sources of Federal awards, including Federal resources received from the Department of Environmental Protection. The determination of amounts of Federal awards expended should be in accordance with the guidelines established by OMB Circular A-133, as revised. An audit of the recipient conducted by the Auditor General in accordance with the provisions of OMB Circular A-133, as revised, will meet the requirements of this part.
2. In connection with the audit requirements addressed in Part I, paragraph I, the recipient shall fulfill the requirements relative to auditee responsibilities as provided in Subpart C of OMB Circular A-133, as revised.
3. If the recipient expends less than \$500,000 in Federal awards in its fiscal year, an audit conducted in accordance with the provisions of OMB Circular A-133, as revised, is not required. In the event that the recipient expends less than \$500,000 in Federal awards in its fiscal year and elects to have an audit conducted in accordance with the provisions of OMB Circular A-133, as revised, the cost of the audit must be paid from non-Federal resources (i.e., the cost of such an audit must be paid from recipient resources obtained from other than Federal entities).
4. The recipient may access information regarding the Catalog of Federal Domestic Assistance (CFDA) via the internet at <http://12.46.245.173/cfda/cfda.html>.

PART II: STATE FUNDED

This part is applicable if the recipient is a nonstate entity as defined by Section 215.97(2)(m), Florida Statutes.

1. In the event that the recipient expends a total amount of state financial assistance equal to or in excess of \$500,000 in any fiscal year of such recipient, the recipient must have a State single or project-specific audit for such fiscal year in accordance with Section 215.97, Florida Statutes; applicable rules of the Department of Financial Services; and Chapters 10.550 (local governmental entities) or 10.650 (nonprofit and for-profit organizations), Rules of the Auditor General. EXHIBIT 1 to this Agreement indicates state financial assistance awarded through the Department of Environmental Protection by this Agreement. In determining the state financial assistance expended in its fiscal year, the recipient shall consider all sources of state financial assistance, including state financial assistance received from the Department of Environmental Protection, other state agencies, and other nonstate entities. State financial assistance does not include Federal direct or pass-through awards and resources received by a nonstate entity for Federal program matching requirements.
2. In connection with the audit requirements addressed in Part II, paragraph 1; the recipient shall ensure that the audit complies with the requirements of Section 215.97(7), Florida Statutes. This includes submission of a financial reporting package as defined by Section 215.97(2), Florida Statutes, and Chapters 10.550 (local governmental entities) or 10.650 (nonprofit and for-profit organizations), Rules of the Auditor General.
3. If the recipient expends less than \$500,000 in state financial assistance in its fiscal year, an audit conducted in accordance with the provisions of Section 215.97, Florida Statutes, is not required. In the event that the recipient expends less than \$500,000 in state financial assistance in its fiscal year, and elects to have an audit conducted in accordance with the provisions of Section 215.97, Florida Statutes, the cost of the audit must be paid from the non-state entity's resources (i.e., the cost of such an audit must be paid from the recipient's resources obtained from other than State entities).
4. For information regarding the Florida Catalog of State Financial Assistance (CSFA), a recipient should access the Florida Single Audit Act website located at <https://apps.fldfs.com/lfsaa> for assistance. In addition to the above websites, the following websites may be accessed for information: Legislature's Website at <http://www.leg.state.fl.us/Welcome/index.cfm>, State of Florida's website at <http://www.myflorida.com>, Department of Financial Services' Website at <http://www.fldfs.com> and the Auditor General's Website at <http://www.state.fl.us/audgen>.

PART III: OTHER AUDIT REQUIREMENTS

(NOTE: This part would be used to specify any additional audit requirements imposed by the State awarding entity that are solely a matter of that State awarding entity's policy (i.e., the audit is not required by Federal or State laws and is not in conflict with other Federal or State audit requirements). Pursuant to Section 215.97(8), Florida Statutes, State agencies may conduct or arrange for audits of State financial assistance that are in addition to audits conducted in accordance with Section 215.97, Florida Statutes. In such an event, the State awarding agency must arrange for funding the full cost of such additional audits.)

PART IV: REPORT SUBMISSION

1. Copies of reporting packages for audits conducted in accordance with OMB Circular A-133, as revised, and required by PART I of this Attachment shall be submitted, when required by Section .320 (d), OMB Circular A-133, as revised, by or on behalf of the recipient directly to each of the following:

- A. The Department of Environmental Protection at the following address:

Audit Director

Florida Department of Environmental Protection
Office of the Inspector General, MS 40
3900 Commonwealth Boulevard
Tallahassee, Florida 32399-3000

- B. The Federal Audit Clearinghouse designated in OMB Circular A-133, as revised (the number of copies required by Sections .320 (d)(1) and (2), OMB Circular A-133, as revised, should be submitted to the Federal Audit Clearinghouse), at the following address:

Federal Audit Clearinghouse
Bureau of the Census
1201 East 10th Street
Jeffersonville, IN 47132

- C. Other Federal agencies and pass-through entities in accordance with Sections .320 (e) and (t), OMB Circular A-133, as revised.

2. Pursuant to Section .320(t), OMB Circular A-133, as revised, the recipient shall submit a copy of the reporting package described in Section .320(c), OMB Circular A-133, as revised, and any management letters issued by the auditor, to the Department of Environmental Protection at the following address:

Audit Director

Florida Department of Environmental Protection
Office of the Inspector General, MS 40
3900 Commonwealth Boulevard
Tallahassee, Florida 32399-3000

3. Copies of financial reporting packages required by PART II of this Attachment shall be submitted by or on behalf of the recipient directly to each of the following:

- A. The Department of Environmental Protection at the following address:

Audit Director

Florida Department of Environmental Protection
Office of the Inspector General, MS 40
3900 Commonwealth Boulevard
Tallahassee, Florida 32399-3000

- B. The Auditor General's Office at the following address:

State of Florida Auditor General
Room 401, Claude Pepper Building
111 West Madison Street
Tallahassee, Florida 32399-1450

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4. Copies of reports or management letters required by PART III of this Attachment shall be submitted by or on behalf of the recipient directly to the Department of Environmental Protection at the following address:

Audit Director

Florida Department of Environmental Protection
Office of the Inspector General, MS 40
3900 Commonwealth Boulevard
Tallahassee, Florida 32399-3000

5. Any reports, management letters, or other information required to be submitted to the Department of Environmental Protection pursuant to this Agreement shall be submitted timely in accordance with OMB Circular A-133, Florida Statutes, or Chapters 10.550 (local governmental entities) or 10.650 (nonprofit and for-profit organizations), Rules of the Auditor General, as applicable.
6. Recipients, when submitting financial reporting packages to the Department of Environmental Protection for audits done in accordance with OMB Circular A-133, or Chapters 10.550 (local governmental entities) or 10.650 (nonprofit and for-profit organizations), Rules of the Auditor General, should indicate the date that the reporting package was delivered to the recipient in correspondence accompanying the reporting package.

PART V: RECORD RETENTION

The recipient shall retain sufficient records demonstrating its compliance with the terms of this Agreement for a period of 5 years from the date the audit report is issued, and shall allow the Department of Environmental Protection, or its designee, Chief Financial Officer, or Auditor General access to such records upon request. The recipient shall ensure that audit working papers are made available to the Department of Environmental Protection, or its designee, Chief Financial Officer, or Auditor General upon request for a period of 3 years from the date the audit report is issued, unless extended in writing by the Department of Environmental Protection.

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EXHIBIT-1

FUNDS AWARDED TO THE RECIPIENT PURSUANT TO THIS AGREEMENT CONSIST OF THE FOLLOWING:

Federal Resources Awarded to the Recipient Pursuant to this Agreement Consist of the Following :					
Federal Program Number	Federal Agency	CFDA Number	CFDA Title	Funding Amount	State Appropriation Category

State Resources Awarded to the Recipient Pursuant to this Agreement Consist of the Following Matching Resources for Federal Programs :					
Federal Program Number	Federal Agency	CFDA	CFDA Title	Funding Amount	State Appropriation Category

State Resources Awarded to the Recipient Pursuant to this Agreement Consist of the Following Resources Subject to Section 215.97, F.S.:						
State Program Number	Funding Source	State Fiscal Year	CSFA Number	CSFA Title or Funding Source Description	Funding Amount	State Appropriation Category
F8081	Land Acquisition Trust Fund	FY2007-2008	37.017	Florida Recreation Development Assistance Program	\$115,000.00	140002

Total Award **\$115,000.00**

For each program identified above, the recipient shall comply with the program requirements described in the Catalog of Federal Domestic Assistance (CFDA) [<http://12.46.245.173/cfda/cfda.html>] and/or the Florida Catalog of State Financial Assistance (CSFA) [<https://apps.fldfs.com/ifsa/searchCatalog.aspx>]. The services/purposes for which the funds are to be used are included in the Contract scope of services/work. Any match required by the recipient is clearly indicated in the Contract.

RESOLUTION NO. 126=07

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF RIVIERA BEACH, PALM BEACH COUNTY, FLORIDA, AUTHORIZING THE PURCHASE OF VIDEO SURVEILLANCE EQUIPMENT FROM MOTOROLA CORP. AT A COST OF \$59,050; AUTHORIZING THE PURCHASE OF AUTOMATED LICENSE PLATE RECOGNITION SYSTEMS FROM VERIPLATE, INC PIGGYBACKING ON GOVERNMENT CONTRACTS AT A COST OF \$40,000; AUTHORIZING THE FINANCE DIRECTOR TO MAKE PAYMENT TO MORTOROLA CORP. AND VERIPLATE FROM EXPENDITURE ACCOUNT NUMBERS 151-0202-569-1-6455 AND 151-0202-569-2-6455; AND PROVIDING AN EFFECTIVE DATE.

WHEREAS, the City of Riviera Beach has received grant funds from the Palm Beach County Criminal Justice Commission in the amount of \$656,638; and

WHEREAS, a portion of said funding has been allocated for video surveillance and automated license plate recognition systems in the Youth Violence Prevention Project targeted area within the City of Riviera Beach; and

WHEREAS, Motorola Corp. is currently providing the City with proprietary video surveillance cameras and equipment commonly referred to as the MOTO-MESH system.

WHEREAS, Veriplate, Inc. has several government contracts with agencies that have purchased the automated license plate recognition system.

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

SECTION 1: That City Council authorizes the purchase of MOTO-MESH video surveillance equipment from Motorola Corp. in the amount of \$59,050.

SECTION 2: That City Council authorizes the purchase of automated license plate recognition system from Veriplate, Inc. in the amount of \$40,000.

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SECTION 3: That City Council authorizes the Mayor and Finance Director to make payment to Motorola Corp. and Veriplate, Inc. from account numbers 151-0202-569-1-6455 and 151-0202-569-2-6455.

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

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RESOLUTION NO. 126-07
PAGE 3

PASSED AND APPROVED this

5

day of September, 2007.

APPROVED:

Thomas A. Moore

Shelby L. Lowe
SHELBY L. LOWE
CHAIRPERSON

ATTEST:

C. E. Ward

CARRIE E. WARD,
MASTER MUNICIPAL CLERK
CITY CLERK

Lynne L. Hubbard
LYNNE L. HUBBARD
CHAIR PRO TEM
Norma Duncombe
NORMA DUNCOMBE
COUNCILPERSON

Cedrick Thomas
CEDRICK THOMAS
COUNCILPERSON

James "Jim" Jackson
JAMES "JIM" JACKSON
COUNCILPERSON

MOTIONED BY: C. Thomas

SECONDED BY: J. Jackson

S. LOWE aye

L. HUBBARD aye

C. THOMAS aye

N. DUNCOMBE aye

J. JACKSON aye

REVIEWED AS TO LEGAL SUFFICIENCY

Pamala H. Ryan
PAMALA HANNA RYAN, CITY ATTORNEY

DATE: 8/29/07