

RESOLUTION NO. 138-06

**A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF RIVIERA BEACH, PALM BEACH COUNTY, FLORIDA, AUTHORIZING THE FINANCE DIRECTOR TO REDUCE THE UTILITY ACCOUNTS RECEIVABLE BALANCE AND THE ALLOWANCE FOR BAD DEBTS BY THE AMOUNT OF \$70,096.77; AND PROVIDING AN EFFECTIVE DATE.**

**WHEREAS**, for the last two years, approximately \$70,096.77 of utility accounts remain unpaid; and

**WHEREAS**, adjustment to the account records is required by Generally Accepted Accounting Principles (GAAP); and

**WHEREAS**, although written off as "bad debt", collection efforts will continue unless the accounts have been legally discharged.

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

**SECTION 1.** The Finance Director is hereby authorized to reduce the Utilities' Accounts Receivable and Allowance for Bad Debts by the amount of \$70,096.77 effective fiscal year ending 9/30/06.

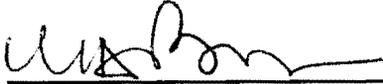
**SECTION 2.** This resolution shall take effect upon its passage and adoption by the City Council.

**PASSED AND APPROVED this 20th day of September, 2006.**

RESOLUTION NO. 138-06

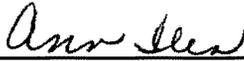
PAGE -2-

APPROVED:

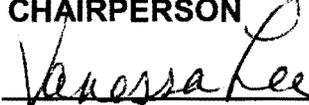


MICHAEL D. BROWN  
MAYOR

(MUNICIPAL SEAL)



ANN ILES  
CHAIRPERSON



VANESSA LEE  
CHAIRPERSON PRO TEM

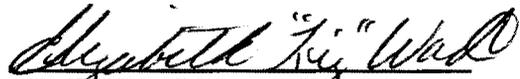


NORMA DUNCOMBE  
COUNCIL PERSON

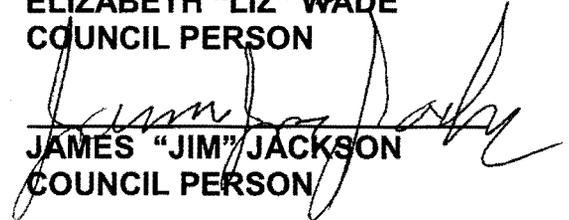
ATTEST:



CARRIE E. WARD  
MASTER MUNICIPAL CLERK  
CITY CLERK



ELIZABETH "LIZ" WADE  
COUNCIL PERSON



JAMES "JIM" JACKSON  
COUNCIL PERSON

MOTIONED BY: E. Wade

SECONDED BY: V. Lee

A. ISLES aye

V. LEE aye

N. DUNCOMBE aye

E. WADE aye

J. JACKSON aye

REVIEWED AS TO LEGAL SUFFICIENCY

  
PAMALA H. RYAN, CITY ATTORNEY

DATE: 9/13/06

RESOLUTION NO. 139-06

**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 THREE (3) YEAR INTERLOCAL AGREEMENT TO PROVIDE POLICE SERVICES WITH THE PORT OF PALM BEACH; AUTHORIZING THE FINANCE DIRECTOR TO ACCEPT QUARTERLY PAYMENTS IN THE AMOUNT OF \$29,670.99 FOR YEAR ONE, AND \$30,671.35 FOR YEARS TWO AND THREE; AND PROVIDING AN EFFECTIVE DATE.**

**WHEREAS**, at this time, the Port of Palm Beach is in need of police services to meet the minimum standards of Florida Statute 311.2, relating to seaport security; and

**WHEREAS**, the City of Riviera Beach is willing and able to provide these services to the Port of Palm Beach for a reasonable fee; and

**WHEREAS**, the effective date of the interlocal agreement shall be that date on which last party has executed the agreement.

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

**SECTION 1:**The Mayor and City Clerk are authorized to execute an interlocal agreement with the Port of Palm Beach for the provision of police services.

**SECTION 2:**The Finance Director is authorized to accept quarterly payments in the amount of \$29,670.99, totaling \$118,683.96 for year one, quarterly payments of \$30,671.35, totaling \$122,685.40 for years two and three, and up to \$2500.00 per year for the expenses associated with care and maintenance of K-9 Units.

**SECTION 3:**This resolution shall be effective upon its passage and approval.

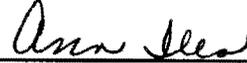
Passed and approved this 20th day of September 2006

RESOLUTION NO. 139-06  
PAGE 2

APPROVED:



MICHAEL D. BROWN  
MAYOR



ANN ILES  
CHAIRPERSON

ATTEST:

 9/20/06

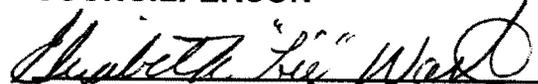
CARRIE E. WARD,  
MASTER MUNICIPAL CLERK  
CITY CLERK



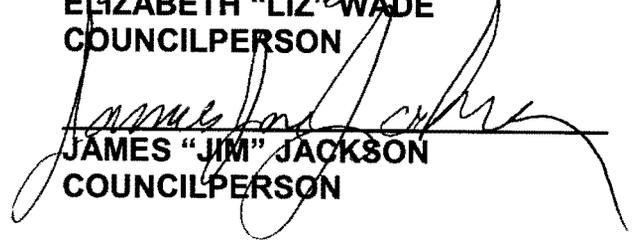
VANESSA LEE  
CHAIR PRO TEM



NORMA DUNCOMBE  
COUNCILPERSON



ELIZABETH "LIZ" WADE  
COUNCILPERSON



JAMES "JIM" JACKSON  
COUNCILPERSON

MOTIONED BY: E. Wade

SECONDED BY: N. Duncombe

V. LEE: aye

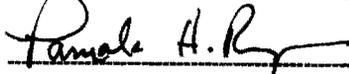
E. WADE: aye

A. ILES: aye

N. DUNCOMBE: aye

J. JACKSON: aye

REVIEWED AS TO LEGAL SUFFICIENCY



PAMALA HANNA RYAN, CITY ATTORNEY

DATE: 9/15/06

**RESOLUTION NO. 140-06**

**A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF RIVIERA BEACH, PALM BEACH COUNTY, FLORIDA INCREASING THE SALARIES OF DEPARTMENT HEADS, ADMINISTRATIVE, SUPERVISORY AND CONFIDENTIAL EMPLOYEES BY FIVE PERCENT (5%) FOR FISCAL YEAR 2006-2007 AND PROVIDING FOR UP TO A THREE PERCENT (3%) MERIT INCREASE FOR THESE EMPLOYEES ON THEIR ANNIVERSARY DATE; PROVIDING AN EFFECTIVE DATE.**

**WHEREAS**, staff recommends that a five percent (5%) salary adjustment be granted to the Administrative, Supervisory and Confidential Employees; and

**WHEREAS**, the minimum and maximum of the salary schedule for department heads, administrative, supervisory and confidential employees shall be increased by five percent (5%); and

**WHEREAS**, funds have been provided in the 2006-2007 Budget for salary increases; and

**WHEREAS**, staff is also recommending up to a three percent (3%) merit increase on an employee's anniversary date commencing October 1, 2006; and

**WHEREAS**, the merit increase will be received as follows on the employee's anniversary date.

3%	Outstanding
2%	Excellent
0%	Satisfactory
0%	Unsatisfactory

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

**SECTION 1.** That a salary adjustment be granted and the salaries of the department heads, administrative, supervisory and confidential employees be increased by five percent (5%) effective October 1, 2006 for the 2006-2007 Fiscal Year.

**SECTION 2.** That the minimum and maximum salary for the pay grades will be adjusted by five percent (5%). However, employees who are at the maximum of their pay grade will be eligible for the salary adjustment in the form of a lump sum payment that will not be added to their base salary.

**SECTION 3.** That department heads, administrative, supervisory and confidential employees will receive up to a three percent (3%) merit increase on their anniversary date based on the above referenced scale. Employees who are at the maximum when the merit increase is applied, will receive a lump sum difference on their anniversary date.

**SECTION 4.** Only those employees on the City's payroll at the time of payment, will be eligible for retroactivity.

**SECTION 5.** This Resolution shall take effect October 1, 2006 upon its passage and approval by the City Council.

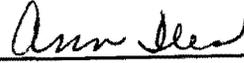
**PASSED AND APPROVED** this 20th day of September,  
2006.

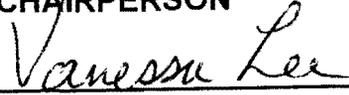
**REMAINDER OF PAGE INTENTIONALLY LEFT BLANK**

APPROVED:

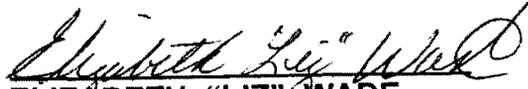
  
MICHAEL D. BROWN  
MAYOR

(MUNICIPAL SEAL)

  
ANN ILES  
CHAIRPERSON

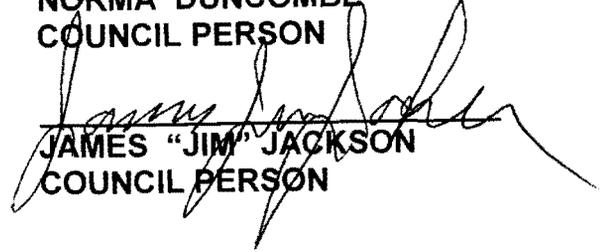
  
VANESSA LEE  
CHAIRPERSON PRO TEM

ATTEST:

  
ELIZABETH "LIZ" WADE  
COUNCIL PERSON

  
NORMA DUNCOMBE  
COUNCIL PERSON

 9/20/06  
CARRIE E. WARD  
MASTER MUNICIPAL CLERK  
CITY CLERK

  
JAMES "JIM" JACKSON  
COUNCIL PERSON

MOTIONED BY: V. Lee

SECONDED BY: E. Wade

A. ILES aye

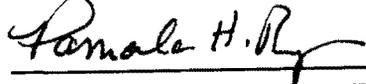
V. LEE aye

E. WADE aye

N. DUNCOMBE aye

J. JACKSON aye

REVIEWED AS TO LEGAL SUFFICIENCY

  
PAMALA H. RYAN, CITY ATTORNEY

DATE: 9/13/06

RESOLUTION NO. 141-06

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF RIVIERA BEACH, PALM BEACH COUNTY, FLORIDA, AUTHORIZING THE MAYOR AND CITY CLERK TO EXECUTE AN AGREEMENT FOR PROFESSIONAL SERVICES BETWEEN THE CITY OF RIVIERA BEACH AND ALCALDE & FAY, LTD., TO PROVIDE LOBBYIST REPRESENTATION AT THE FEDERAL LEVEL ON BEHALF OF THE CITY OF RIVIERA BEACH; COMPENSATION IS \$6,000 PER MONTH FOR TWELVE MONTHS; THE SAME TO BE PAID FROM PROFESSIONAL SERVICES - OTHER, ACCOUNT NUMBER 001-0203-519-0-3106; AND PROVIDING AN EFFECTIVE DATE.

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

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

**WHEREAS**, the terms of the contract is for twelve months commencing on October 1, 2006 to September 30, 2007.

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

**Section 1.** That the City Council hereby authorizes the Mayor and City Clerk to execute an Agreement for Professional Services with Alcalde & Fay, Ltd., to provide lobbyist representation at the federal level on behalf of the City of Riviera Beach.

**Section 2.** That compensation is \$6,000 per month for twelve months commencing October 1, 2006 to September 30, 2007 and the City shall reimburse Alcalde & Fay, Ltd. for reasonable expenses incurred at cost in connection with the work performed; the amount is to be paid from Professional Services - Other, Account No. 001-0203-519-0-3106.

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

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

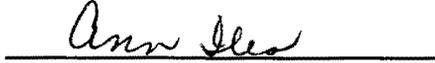
PASSED AND ADOPTED THIS 20th DAY OF September, 2006.

APPROVED:

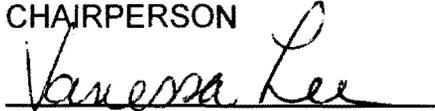


MICHAEL D. BROWN  
MAYOR

(MUNICIPAL SEAL)



ANN ILES  
CHAIRPERSON

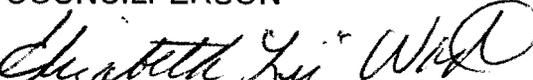


VANESSA LEE  
CHAIR PRO-TEM



NORMA DUNCOMBE  
COUNCILPERSON

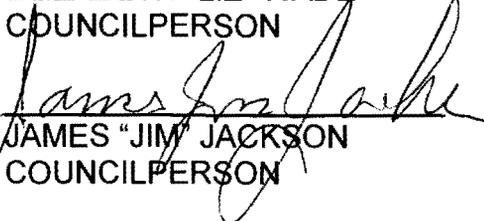
ATTEST



ELIZABETH "LIZ" WADE  
COUNCILPERSON



CARRIE E. WARD,  
MASTER MUNICIPAL CLERK  
CITY CLERK



JAMES "JIM" JACKSON  
COUNCILPERSON

MOTIONED BY: E. Wade

SECONDED BY: V. Lee

A. ILES: aye

V. LEE: aye

N. DUNCOMBE: aye

E. WADE: aye

J. JACKSON aye

REVIEWED AS TO LEGAL  
SUFFICIENCY



CITY ATTORNEY  
CITY OF RIVIERA BEACH

Date 9/13/06

dw  
9/11/06

**AGREEMENT FOR PROFESSIONAL SERVICES  
BETWEEN THE CITY OF MAITLAND AND  
ALCALDE AND FAY, LTD.**

The following is an agreement between the City of Riviera Beach , hereinafter referred to as "CITY" and the firm of Alcalde & Fay, Ltd., a Virginia corporation, hereinafter referred to as 'CONTRACTOR'.

WHEREAS, CONTRACTOR has duly qualified experts in the field of public works, transportation, communications, water resources, housing and Federal grant programs; and

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

NOW, THEREFORE, in consideration of the mutual covenants contained herein, the parties hereto agree as follows:

**PART I - SPECIFIC PROVISIONS**

- A. **SERVICES TO BE PROVIDED:** CONTRACTOR will consult and advise, as requested, on public works, transportation, communications, water resources, housing and Federal grant programs, including but not limited to:
1. Assisting in the development of strategies relating to the governmental agencies that regulate and fund public works, transportation, communications, water resources and housing programs.
  2. Developing strategies to obtain and maximize public works, transportation, water resources and housing programs.
  3. Coordinating funding, legislation and policy related activities with the United States Congress and federal agencies;
  4. Securing appropriate authorizations and funding from the United States Congress and federal agencies to implement the CITY'S projects;
  5. Maintaining direct and frequent contact with key United States Senators and Representatives;
  6. Advocating CITY interests during the United States legislative and regulatory process;
  7. Leading and organizing successful local efforts to obtain funding and beneficial status for the CITY projects; and
  8. Providing the CITY with a written report of activities and attending CITY meetings at anytime upon the CITY'S request.
- B. **PAYMENT:** CONTRACTOR'S compensation for the services provided hereunder shall not exceed \$6,000.00 per month. The monthly \$6,000.00 fee invoice shall be submitted by CONTRACTOR at the first of each month, beginning on October 1, 2006. The City shall reimburse the contractor for reasonable expenses incurred in connection with the CONTRACTOR'S work at actual cost. Expenses that are to be reimbursed include, but not limited to; photocopying, postage, telephone, delivery, and telecopy charges. Expenses will be reimbursed to CONTRACTOR on a monthly basis and will not exceed \$100 per month. All travel expenses will be incurred only following approval by the City Manager.
- C. **KEY PERSONNEL:** CONTRACTOR has represented to CITY that CITY will have L.A. "Skip" Bafalis, Danielle McBeth, Jim Davenport, and Shantrel Brown, principals of CONTRACTOR'S

services, in the performance of CONTRACTOR's duties hereunder, and has relied on that representation as an inducement to entering into this Agreement.

PART II - GENERAL PROVISIONS

- A. **ASSIGNMENT AND DELEGATION:** Except as above, neither party hereto shall assign or delegate any interest in or duty under this Agreement without written consent of the other, and no assignment shall be of any force or effect whatsoever unless and until the other party shall have so consented.
- B. **STATUS OF CONTRACTOR:** The parties intend that CONTRACTOR, in performing the services hereinafter specified, shall act as an independent contractor and shall have control of the work and the manner in which it is performed. CONTRACTOR is not to be considered an agent or employee of CITY and is not entitled to participate in any pension plan, insurance, bonus or similar benefits CITY provides its employees.
- C. **METHOD AND PLACE OF GIVING NOTICE, SUBMITTING BILLS AND MAKING PAYMENTS:** All notices, bill, and payments shall be made in writing and may be given by personal delivery or by mail. Notices, bills and payments sent by mail should be addressed as follows:

CITY:                    WILLIAM E. WILKINS  
                              CITY MANAGER  
                              600 WEST BLUE HERON BOULEVARD  
                              RIVIERA BEACH, FL 33404  
                              (561) 845-4010

CONTRACTOR:        ALCALDE & FAY, LTD.  
                              2111 WILSON BLVD., 8<sup>TH</sup> FLOOR  
                              ARLINGTON, VA 22201  
                              (703) 841-0626

- D. **NON-DISCRIMINATION:** CONTRACTOR shall comply with all applicable federal, state and local laws, rules and regulations in regard to nondiscrimination in employment because of race, color, ancestry, national origin, religion, sex, age, marital status, medical condition, or physical or mental disability.
- E. **TERM OF AGREEMENT:** This Agreement shall become effective on October 1, 2006 and shall terminate on September 30, 2007 or upon 30 day's notice by either party with or without cause.
- F. **JURISDICTION:** This Agreement and performance hereunder and all suits and special proceedings hereunder shall be construed in accordance with the laws of the State of Florida. In any action, special proceeding or other proceeding that may be brought arising out of, in connection with, or by reason of this Agreement, the laws of the State of Florida shall be applicable and shall govern to the exclusion of the law of any other forum, without regard to the jurisdiction in which the action or special proceeding may be instituted.

IN WITNESS WHEREOF, the parties hereto have caused this Agreement to be executed this  
20 day of September, 2006.

ATTEST:

CITY OF RIVIERA BEACH



CARRIE E. WARD, MMC  
CITY CLERK

  
PAMALA H. RYAN  
CITY ATTORNEY

MICHAEL D. BROWN  
MAYOR

Date: 9/13/06

WITNESSES:

ALCALDE AND FAY, LTD.

  
  
L.A. Skip Bafalis, Partner

RESOLUTION NO. 142-06

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 RESOURCE GROUP N.A. TO PROVIDE LOBBYIST REPRESENTATION AT THE STATE LEVEL ON BEHALF OF THE CITY OF RIVIERA BEACH; COMPENSATION SHALL BE \$5,000.00 PER MONTH FOR THE PERIOD OCTOBER 1, 2006 THROUGH SEPTEMBER 30, 2007; THE SAME TO BE PAID FROM THE PROFESSIONAL SERVICES - OTHER, ACCOUNT NO. 001-0203-5190-3106.

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 hereby authorized to execute an Agreement between the City of Riviera Beach and Resource Group N.A., to provide lobbyist representation at the state level on behalf of the City of Riviera Beach.

**Section 2.** That compensation shall be \$5,000.00 per month for the period of October 1, 2006 through September 30, 2007, and the same is to be paid from the Professional Services - Other, Account No. 001-0203-5190-3106.

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

PASSED and ADOPTED this 20th day of September, 2006.

[THE REST OF THIS PAGE HAS BEEN LEFT BLANK INTENTIONALLY]

APPROVED:

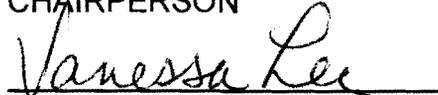


MICHAEL D. BROWN  
MAYOR

(MUNICIPAL SEAL)



ANN ILES  
CHAIRPERSON

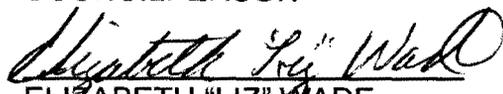


VANESSA LEE  
CHAIR PRO-TEM



NORMA DUNCOMBE  
COUNCILPERSON

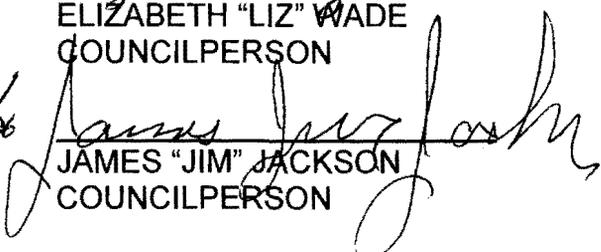
ATTEST



ELIZABETH "LIZ" WADE  
COUNCILPERSON

  
9/20/06

CARRIE E. WARD, MMC  
CITY CLERK



JAMES "JIM" JACKSON  
COUNCILPERSON

MOTIONED BY: E. Wade

SECONDED BY: V. Lee

A. ILES aye

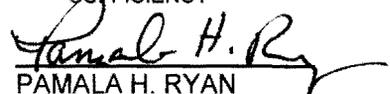
V. LEE aye

N. DUNCOMBE aye

E. WADE aye

J. JACKSON aye

REVIEWED AS TO LEGAL  
SUFFICIENCY



PAMALA H. RYAN  
CITY ATTORNEY  
CITY OF RIVIERA BEACH

Date \_\_\_\_\_

dw:  
9/12/06

**AGREEMENT FOR PROFESSIONAL SERVICES  
BETWEEN THE CITY OF RIVIERA BEACH AND  
RESOURCE GROUP N.A.**

**THIS AGREEMENT** entered into the 20 day of September, 2006 by and between the City of Riviera Beach, hereinafter referred to as "CITY", and the firm of Resource Group N.A., a Florida corporation, hereinafter referred to as "CONTRACTOR".

**WHEREAS**, CONTRACTOR has duly qualified experts in the field of grant programs; and economic development, business development, transportation, infrastructure, water and sewer, appropriations and State grant programs administered by the State government.

**WHEREAS**, in the judgement of the City Council, it is necessary and desirable to employ the services of CONTRACTOR to assist the CITY in the above referenced areas.

**NOW, THEREFORE**, in consideration of the mutual covenants contained herein, the parties hereto agree as follows:

**PART I – SPECIFIC PROVISIONS**

**A. SERVICES TO BE PROVIDED:** CONTRACTOR will consult and advise, as requested, on transportation, communications, water resources, housing, public works, and Federal grant programs, including but not limited to:

1. CONTRACTOR agrees to assist in the development of strategies relating to the governmental agencies that regulate and fund transportation, communications, water resources, public works, and housing programs. CONTRACTOR will focus their efforts on obtaining funding for CITY priorities included in the CITY's State Work Plan developed by CONTRACTOR in conjunction with the CITY;
2. CONTRACTOR agrees to secure appropriate authorizations and funding from the State Legislation and State agencies to implement the CITY's projects;
3. CONTRACTOR agrees to maintain direct and frequent contact with key State Senators and Representatives who may have an impact upon the CITY;
4. CONTRACTOR agrees to advocate CITY interests during the State Legislative and regulatory process;
5. CONTRACTOR agrees to lead and organize successful local efforts to obtain funding and beneficial status for the CITY's projects;

6. CONTRACTOR agrees to provide the CITY with a written bi-weekly or as needed reports of activities and agrees to attend CITY meetings at any time upon the CITY'S request;
  7. CONTRACTOR agrees to assist the CITY in developing the CITY's Legislative Agenda for Fiscal Years 2006 and 2007;
  8. CONTRACTOR agrees to draft Legislative proposals for consideration by State Legislators;
  9. CONTRACTOR agrees to facilitate meetings with appropriate Legislator and/or Executive Officials to obtain support for CITY's Legislative Agenda and specific City projects;
  10. CONTRACTOR agrees to represent the CITY before the Legislature and its various committees on all legislation affecting CITY projects or issues that are of concern to the CITY. CONTRACTOR will monitor all such legislation introduced and provide customized reports, at least bi-weekly during the legislative session and as directed by CITY staff during the rest of the contract period, on legislation;
  11. CONTRACTOR agrees to identify and lobby for State funding sources for CITY;
  12. CONTRACTOR agrees to be responsible for coordinating CITY testimony and position papers as well as providing direct testimony (as directed by CITY staff) that is in support and/or opposition to such legislation. In addition, CONTRACTOR will work with CITY staff and City Council to coordinate CITY support;
  13. CONTRACTOR agrees to monitor the activities of executive agencies, with reference to CITY projects and issues. CONTRACTOR will notify the CITY of any upcoming administrative proposals related to CITY projects and issues on their legislative agenda; and
  14. CONTRACTOR agrees to maintain reasonable contacts and working relationships with other organizations and groups interested in CITY projects and issues to determine their positions in support to CITY projects and issues, as well as coordinating efforts when in common with other local governments, Palm Beach County or others with a similar interest. CONTRACTOR involvement would include providing written monthly reports of such activities.
- B. **PAYMENT:** CONTRACTOR'S compensation for the services provided hereunder shall be \$5,000 per month or a total of \$60,000 for twelve months' retainer. The monthly \$5,000 fee invoice shall be submitted by CONTRACTOR at the first of each month, beginning on October 1, 2006. All travel or other business related expenses will be incurred only following the approval by the City Manager.



- E. **TERM OF AGREEMENT:** This Agreement shall become effective on October 1, 2006 and shall terminate on September 30, 2007 or upon 30 days' notice by either party with or without cause.
- F. **JURISDICTION:** This Agreement and performance hereunder and all suits and special proceedings hereunder shall be construed in accordance with the laws of the State of Florida. In any action, special proceeding or other proceeding that may be brought arising out of, in connection with, or by reason of this Agreement, the laws of the State of Florida shall be applicable and shall govern to the exclusion of the law of any other forum, without regard to the jurisdiction in which the action or special proceeding may be instituted.
- G. **INDEMNIFICATION:** The CONTRACTOR shall indemnify and save harmless and defend the CITY, its agents, servants, and employees from and against any and all claims, liability, losses, and/or causes of action which may arise from any negligent act or omission of the CONTRACTOR, its agents, servants, or employees in the performance of services under this Agreement.

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

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

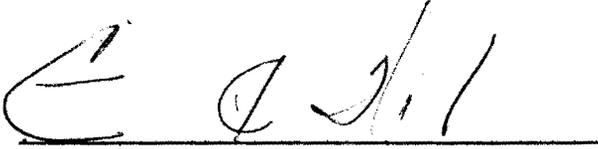
The CONTRACTOR shall defend all actions in the name of the CITY, when applicable, however, CITY reserves the right to select its own legal counsel to conduct any defense in any such proceeding and all costs and fees associated therewith shall be the responsibility of the CONTRACTOR.

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

**IN WITNESS WHEREOF,** the parties hereto have caused this Agreement to be executed this \_\_\_\_\_ day of \_\_\_\_\_, 2006.

ATTEST:

CITY OF RIVIERA BEACH



Carrie E. Ward, MMC  
City Clerk



Michael D. Brown  
Mayor

REVIEWED FOR LEGAL SUFFICIENCY

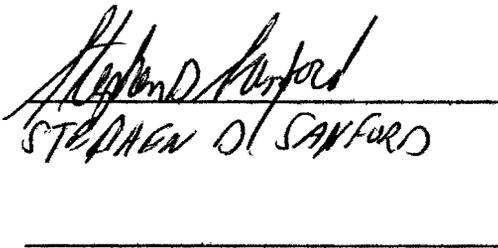


PAMALA H. RYAN  
CITY ATTORNEY  
CITY OF RIVIERA BEACH

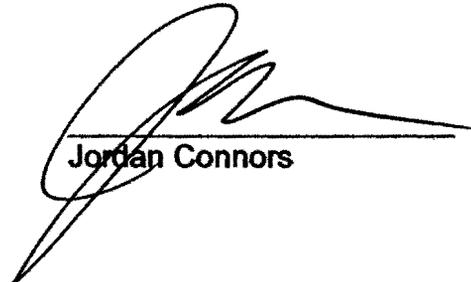
DATE: 9/13/06

Witnesses:

RESOURCE GROUP, N.A.



STEPHEN O. SANFORD



Jordan Connors

RESOLUTION NO. 143-06

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF RIVIERA BEACH, PALM BEACH COUNTY, FLORIDA, ESTABLISHING THE BUDGET FOR THE 7<sup>TH</sup> ANNUAL STATE OF THE CITY DINNER; AUTHORIZING THE FINANCE DIRECTOR TO TRANSFER \$10,000 FROM GENERAL FUND CONTINGENCY TO THE SPECIAL EVENTS FUND 138; AUTHORIZING THE SOLICITATION OF DONATIONS BY THE MAYOR, CITY COUNCIL, AND CITY MANAGER TO OFFSET THE COST OF THE EVENT; AND AUTHORIZING THE FINANCE DIRECTOR TO SET UP A BUDGET IN THE AMOUNT OF \$22,500 FOR THE 7<sup>TH</sup> ANNUAL STATE OF THE CITY DINNER; AND PROVIDING AN EFFECTIVE DATE.

**WHEREAS,** The City Council approved the State of the City Dinner as one of the City's annual events; and

**WHEREAS,** The dinner has been scheduled for Saturday, December 2, 2006, at the Cheney Brothers, Inc. Warehouse; and

**WHEREAS,** The dinner will be funded by the City and through private donations to be raised by the Mayor, City Council, and City Manager.

**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, City Council, and City Manager are authorized to seek donations to cover the cost of the 7<sup>th</sup> Annual State of the City Dinner.

**SECTION 2:** That the Finance Director is authorized to transfer \$10,000 from General Fund Contingency to account number 001-0203-519-0-5999 and establish a budget in the amount of \$22,500 as follows:

**REVENUES**

<b><u>FUND</u></b>	<b><u>CATEGORY</u></b>	<b><u>AMOUNT</u></b>
138-00-366910	Ticket Sales	\$ 2,500
138-00-366923	Donations/Sponsors	\$10,000
138-00-381001	Transfer from General Fund	<u>\$10,000</u>
		<b>\$22,500</b>

**EXPENDITURES**

<b><u>FUND</u></b>	<b><u>CATEGORY</u></b>	<b><u>AMOUNT</u></b>
138-0111-572-0-3106	Professional Services – other	\$ 4,000
138-0111-572-0-4403	Rent & Lease Equipment	\$12,000
138-0111-572-0-5201	Operating Supplies General	<u>\$ 6,500</u>
		<b>\$22,500</b>

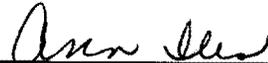
**SECTION 3:** That the City Council agrees to fund up to \$10,000 of the cost of the event if the total cost is not raised through private donations.

**SECTION 4:** That this Resolution shall take effect immediately upon its passage.

PASSED AND APPROVED this 20th day of September 2006.

APPROVED:

  
MICHAEL D. BROWN  
MAYOR

  
ANN ILES  
CHAIRPERSON

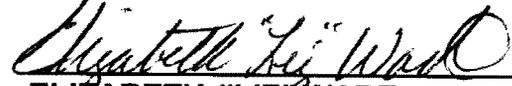
(MUNICIPAL SEAL)

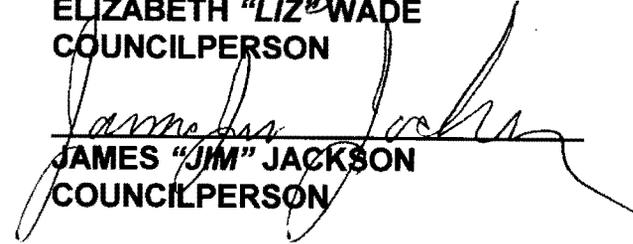
  
VANESSA LEE  
CHAIR PRO-TEM

ATTEST:

  
NORMA DUNCOMBE  
COUNCILPERSON

  
CARRIE E. WARD,  
MASTER MUNICIPAL CLERK  
CITY CLERK

  
ELIZABETH "LIZ" WADE  
COUNCILPERSON

  
JAMES "JIM" JACKSON  
COUNCILPERSON

MOTIONED BY: E. Wade

SECONDED BY: V. Lee

A. ILES aye

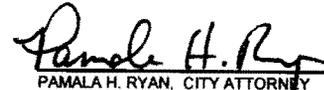
V. LEE aye

N. DUNCOMBE aye

E. WADE aye

J. JACKSON aye

REVIEWED AS TO LEGAL SUFFICIENCY

  
PAMALA H. RYAN, CITY ATTORNEY

CITY OF RIVIERA BEACH

DATE: 9/13/06

**RESOLUTION NO. 144-06**

**A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF RIVIERA BEACH, PALM BEACH COUNTY, FLORIDA, AMENDING THE JOB CLASSIFICATION LIST BY CREATING, DELETING AND REGRADING CERTAIN CLASSIFIED AND UNCLASSIFIED POSITIONS, CHANGING CERTAIN CLASSIFIED SUPERVISORY POSITIONS TO EXEMPT POSITIONS AND CHANGING CERTAIN EXEMPT POSITIONS TO NON-EXEMPT POSITIONS TO COMPLY WITH THE FAIR LABOR STANDARDS ACT (FLSA) AND AUTHORIZING THE INTERIM FINANCE DIRECTOR TO APPROPRIATE GENERAL FUND FUND BALANCE IN THE AMOUNT OF \$77,067; AND PROVIDING AN EFFECTIVE DATE.**

**WHEREAS, the City Council has approved the creation of a new classified position and regrade of various classified and non-classified positions; and**

**WHEREAS, the City must comply with the Fair Labor Standards Act (FLSA) to adhere to federal guidelines of exempt and non-exempt positions; and**

**WHEREAS, the City will change positions as applicable from non-exempt to exempt and vice versa.**

**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 following exempt position be created and added to the Administrative Job Classification List:**

<u>JOB CLASSIFICATION</u>	<u>POSITION</u>	<u>GRADE</u>	<u>SALARY RANGE</u>
<u>LIST</u>			
Administrative	Police Commander	23	62,310 - 93,466
	Office Manager	19	48,996 - 73,494

**SECTION 2.** That the following non-exempt position be created and added to the General Job Classification List.

<u>JOB CLASSIFICATION LIST</u>	<u>POSITION</u>	<u>GRADE</u>	<u>SALARY RANGE</u>
General	Records Specialist	13	37,750 – 58,513
	GIS Coord.	23	54,756 - 84,971

**SECTION 3.** That the following exempt position be regraded and changed on the Administrative Job Classification List.

<u>JOB CLASSIFICATION LIST</u>	<u>POSITION</u>	<u>GRADE</u>	<u>SALARY RANGE</u>
Administrative	Code Administrator	From 20	From 52,325 – 78,488
		To 22	To 58,983 - 88,474
	Assistant City Engineer	From 22	From 58,983 – 88,474
		To 23	To 62,310 - 93,466
	Assistant Police Chief	From 24	From 65,638 - 98,457
		To 26	To 73,270 – 109,906
	Deputy Fire Chief	From 23	From 65,638 - 98,457
		To 26	To 73,270 – 109,906

**SECTION 4.** That the following non-exempt position be changed to an exempt position and reclassified on the Administrative Job Classification List:

<u>JOB CLASSIFICATION LIST</u>	<u>POSITION</u>	<u>GRADE</u>	<u>SALARY RANGE</u>
From Supervisory & Conf. To Administrative	From Code Enforc. Off., Senior To Code Enforc. Suprv.	From 13 To 16	From 36,650 - 56,808 To 41,444 - 64,238

**SECTION 5.** That the following exempt positions be deleted from the Administrative Job Classification List.

<u>JOB CLASSIFICATION LIST</u>	<u>POSITION</u>	<u>GRADE</u>	<u>SALARY RANGE</u>
Administrative	Admin. Asst.	15	39,846 - 61,762
	Legislative Asst. to Mayor and City Council	14	38,428 - 59,286

**SECTION 6.** That the following non-exempt position be regraded and changed on the General Job Classification List:

<u>JOB CLASSIFICATION LIST</u>	<u>POSITION</u>	<u>GRADE</u>	<u>SALARY RANGE</u>
General	Combination Plans Examiner	From 15 To 17	From 41,042 - 63,615 To 44,333 - 68,715

SECTION 7. That the following non-exempt positions as a result of FLSA be changed from non-exempt to exempt on the Administrative Job Classification List as follows:

<u>JOB CLASSIFICATION LIST</u>	<u>POSITION</u>	<u>GRADE</u>	<u>SALARY RANGE</u>
Suprv./Conf. To Admin.	Wtr. Plt. Supt.	From 19	From 48,996 – 73,494
		To 20	To 52,325 – 78,488
	Wtr. Serv. Suprv.	From 12	From 35,053 – 54,332
		To 16	To 41,444 – 64,238
Wtr./Sew. Sys. Supt.		From 18	From 44,639 - 69,191
		To 21	To 55,653 – 83,481
Wtr./Sew. Sys. Suprv.		From 16	From 41,444 – 64,238
		To 18	To 44,639 - 69,191
Aquatics Supt.		From 14	From 38,248 - 59,286
		To 16	To 41,444 – 64,238
Parks Supt.		From 15	From 39,846 – 61,762
		To 20	To 52,325 - 78,488

	From	From
Equip. Mech.	16	41,444 - 64,238
Suprv.	To	To
	18	44,639 - 69,191

	From	From
Property	13	36,650 - 56,808
Maint.	To	To
Suprv.	18	44,639 - 69,191

	From	From
Storm Water	13	36,650 - 56,808
Suprv.	To	To
	18	44,639 - 69,191

	From	From
Public Works	13	36,650 - 56,808
Suprv.	To	To
	18	44,639 - 69,191

**SECTION 8.** That the following exempt positions as a result of FLSA be changed from exempt to non-exempt on the General Job Classification List as follows:

<u>JOB CLASSIFICATION</u>	<u>POSITION</u>	<u>GRADE</u>	<u>SALARY RANGE</u>
From Administrative to General	From Admin. Asst.	From 15	From 39,846 - 61,762
	To Executive Asst.	To 14	To 39,396 - 61,064
	Legislative Asst. to Mayor/City Council	From 14 To 10	From 38,428 - 59,286 To 32,913 - 50,860
	To Staff Assist., Sr.		

RESOLUTION NO. 144-06  
PAGE 6

	From	From
Systems	19	48,996 - 73,494
Admin.	To	To
	20	49,270 - 76,367

	From	From
Senior	18	44,639 - 69,191 ✓
Planner/GIS	To	To
Spec.	20	49,270 - 76,367

	From	From
Planner	16	41,444 - 64,238
	To	To
	17	44,333 - 68,715

	From	From
Paralegal/Adm.	14	38,428 - 59,286
Asst.	To	To
	13	37,750 - 58,513

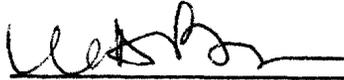
	From	From
Records/Multi	17	43,042 - 66,715 ✓
Media Spec.	To	To
Multi-Media Spec.	18	44,333 - 68,715 ✓

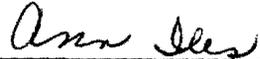
**SECTION 8.** That the Interim Finance Director is authorized to appropriate Fund Balance in the General Fund in the amount of \$71,019 and increase the respective budgets for same.

**SECTION 9.** That this Resolution shall take effect October 1, 2006, upon its passage and approval by City Council.

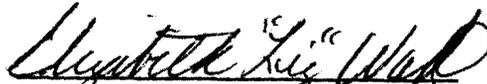
PASSED AND APPROVED this 20th day of September 2006.

APPROVED:

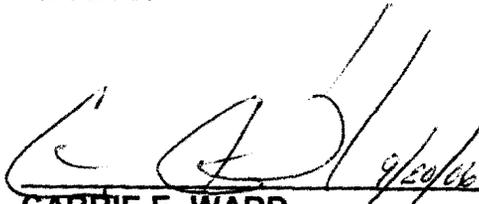
  
\_\_\_\_\_  
MICHAEL D. BROWN  
MAYOR

  
\_\_\_\_\_  
ANN ILES  
CHAIRPERSON

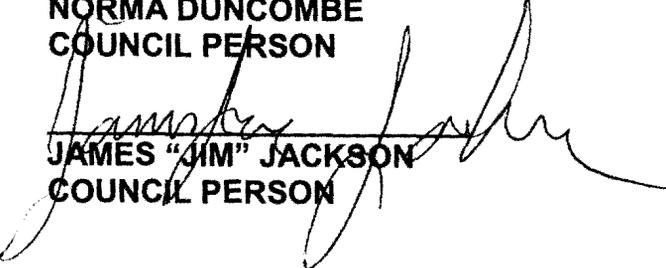
  
\_\_\_\_\_  
VANESSA LEE  
CHAIRPERSON PRO TEM

  
\_\_\_\_\_  
ELIZABETH "LIZ" WADE  
COUNCIL PERSON

ATTEST:

  
\_\_\_\_\_  
CARRIE E. WARD  
MASTER MUNICIPAL CLERK

  
\_\_\_\_\_  
NORMA DUNCOMBE  
COUNCIL PERSON

  
\_\_\_\_\_  
JAMES "JIM" JACKSON  
COUNCIL PERSON

Motioned by: E. Wade

Seconded by: N. Duncombe

A. ILES aye

V. LEE aye

E. WADE aye

N. DUNCOMBE aye

J. JACKSON aye

REVIEWED AS TO LEGAL SUFFICIENCY

\_\_\_\_\_  
Pamala H. Ryan  
City Attorney

DATE \_\_\_\_\_

RESOLUTION NO. 145-06

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF RIVIERA BEACH, PALM BEACH COUNTY, FLORIDA, AMENDING THE JOB CLASSIFICATION LIST BY INCREASING THE PAY GRADES UNDER THE GENERAL EMPLOYEES JOB CLASSIFICATION LIST AND THE ADMINISTRATIVE JOB CLASSIFICATION LIST; AND PROVIDING AN EFFECTIVE DATE.

WHEREAS, the City is complying with the Fair Labor Standards Act (FLSA); and

WHEREAS, certain administrative positions changed to civil service positions and the pay grades on the General Job Classification List do not possess the necessary salary range, then the pay grades must be expanded; and

WHEREAS, attached is a copy of the expanded pay grades from Pay Grade 17 to Pay Grade 23; and

WHEREAS, the salary for the positions of deputy and assistant chiefs in the public safety departments shall increase due to the increase in pay grades of the bargaining unit positions under their command causing salary compression; and

WHEREAS, the salary schedule for the Administrative Job Classification List has also been extended from Pay Grade 24 to 26 to accommodate the increase; and

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

SECTION 1. That the following pay grades be created on the General Employees Job Classification List:

<u>JOB CLASSIFICATION LIST</u>	<u>GRADE</u>	<u>SALARY RANGE</u>
General	18	45,979 - 71,266
	19	47,624 - 73,816
	20	49,270 - 76,367
	23	54,756 - 84,870

RESOLUTION NO. 145-06  
PAGE 2

**SECTION 2.** That the following pay grades be created on the  
Administrative Job Classification List:

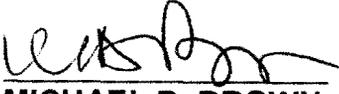
<u>JOB CLASSIFICATION LIST</u>	<u>GRADE</u>	<u>SALARY RANGE</u>
Administrative	26	73,271 – 109,906

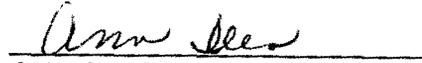
**SECTION 3.** This Resolution shall take effect October 1, 2006  
upon its passage and approval by the City Council.

PASSED AND APPROVED this 20th day of September,  
2006.

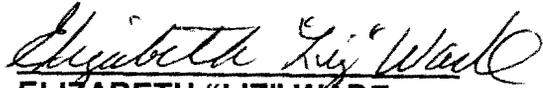
THIS PAGE IS INTENTIONALLY LEFT BLANK

APPROVED:

  
MICHAEL D. BROWN  
MAYOR

  
ANN ILES  
CHAIRPERSON

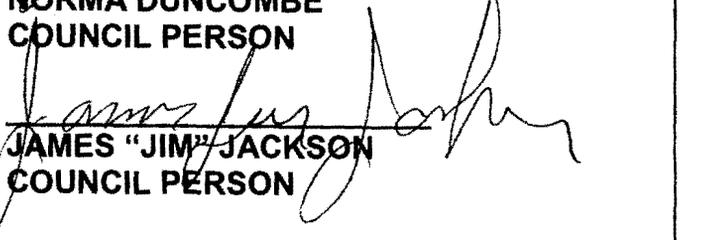
  
VANESSA LEE  
CHAIRPERSON PRO TEM

  
ELIZABETH "LIZ" WADE  
COUNCIL PERSON

ATTEST:

  
CARRIE E. WARD  
MASTER MUNICIPAL CLERK

  
NORMA DUNCOMBE  
COUNCIL PERSON

  
JAMES "JIM" JACKSON  
COUNCIL PERSON

Motioned by: E. Wade

Seconded by: V. Lee

A. ILES aye

V. LEE aye

E. WADE aye

N. DUNCOMBE aye

J. JACKSON aye

REVIEWED AS TO LEGAL SUFFICIENCY

  
Pamala H. Ryan  
City Attorney

DATE \_\_\_\_\_

RESOLUTION NO. 146-06

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF RIVIERA BEACH, PALM BEACH COUNTY, FLORIDA APPROVING THE RENAMING OF THE 50 FOOT RIGHT-OF-WAY SOUTH OF MARTIN LUTHER KING, JR. BOULEVARD PRESENTLY KNOWN AS AVENUE "S" TO SAM COOPER WAY; PROVIDING FOR SEVERABILITY; AND PROVIDING AN EFFECTIVE DATE.

**WHEREAS**, that portion Avenue "S" south of Martin Luther King, Jr., Boulevard is a platted road right-of-way; and

**WHEREAS**, the Cooper Family is requesting that the 50 foot by 1475 foot right-of-way of Avenue "S" south of Martin Luther King Jr., Boulevard be renamed Samuel Cooper Way.

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

**Section 1.** The City Council approves the renaming of Avenue "S" south of Martin Luther King, Jr. Boulevard to Sam Cooper Way.

**Section 2.** That the City will transmit the street name change to the Florida Department of Transportation and the Post Office.

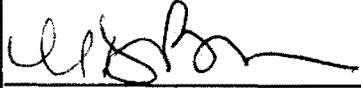
**Section 3.** That this Resolution shall be in full force and effect immediately upon its passage and adoption.

\*\*\*\*\*THAT THIS SECTION IS INTENTIONALLY LEFT BLANK\*\*\*\*\*

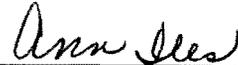
RESOLUTION NO. 146-06  
PAGE 2

PASSED AND ADOPTED this 20th day of September, 2006.

APPROVED:

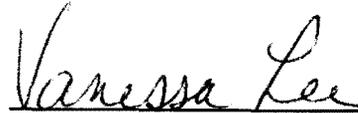


MICHAEL D. BROWN  
MAYOR



ANN ILES  
CHAIRPERSON

(MUNICIPAL SEAL)  
ATTEST:



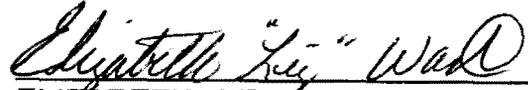
VANESSA LEE  
CHAIR PRO TEM



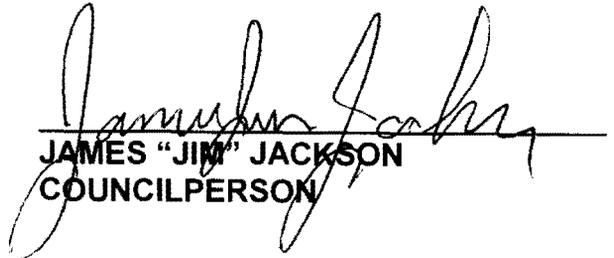
CARRIE E. WARD,  
MASTER MUNICIPAL CLERK  
CITY CLERK



NORMA DUNCOMBE  
COUNCILPERSON



ELIZABETH "LIZ" WADE  
COUNCILPERSON

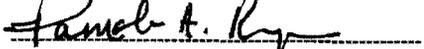


JAMES "JIM" JACKSON  
COUNCILPERSON

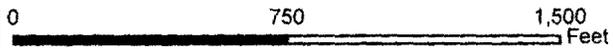
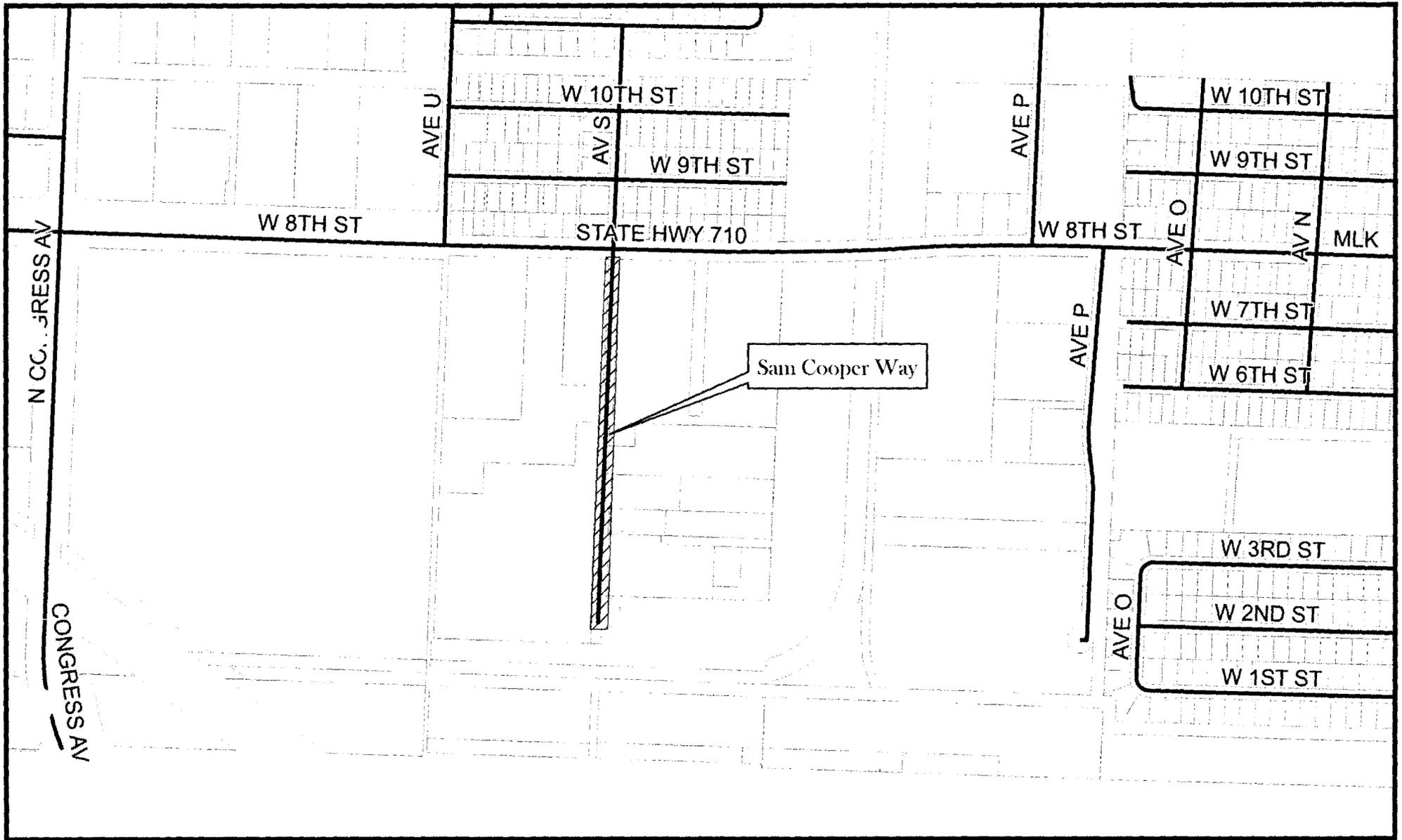
MOTIONED BY: V. Lee  
SECONDED BY: E. Wade

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

REVIEWED AS TO LEGAL SUFFICIENCY

  
PAMALA HANNA RYAN, CITY ATTORNEY

DATE: 9/15/06



## Sam Cooper Way

-  Road
-  Parcel

Data and Map Disclaimer: The Data is provided as is without warranty or any representation of accuracy, timeliness or completeness. The burden for determining accuracy, completeness, timeliness, merchantability and fitness for or the appropriateness for use rests solely on the requester. The City of Riviera Beach and Palm Beach County make no warranties, expressed or implied, as to the use of the Data. There are no implied warranties of merchantability or fitness for a particular purpose. The requester acknowledges and accepts the limitations of the Data, including the fact that the Data is dynamic and is in a constant state of maintenance, correction, and update.

Data and Map Disclaimer: The Data is provided as is without warranty or any representation of accuracy, timeliness or completeness. The burden for determining accuracy, completeness, timeliness, merchantability and fitness for or the appropriateness for use rests solely on the requester. The City of Riviera Beach and Palm Beach County make no warranties, expressed or implied, as to the use of the Data. There are no implied warranties of merchantability or fitness for a particular purpose. The requester acknowledges and accepts the limitations of the Data, including the fact that the Data is dynamic and is in a constant state of maintenance, correction, and update.

