

RESOLUTION NO. 79-05

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF RIVIERA BEACH, PALM BEACH COUNTY, FLORIDA ACCEPTING FUNDS IN THE AMOUNT OF \$225,000 FROM THE DEPARTMENT OF JUSTICE, OFFICE OF JUSTICE PROGRAMS, UNDER THE COMMUNITY CAPACITY DEVELOPMENT OFFICE TO SUPPORT ACTIVITIES IN THE WEED AND SEED TARGET AREA; ALSO AUTHORIZING THE CITY MANAGER TO EXECUTE THE GRANT AGREEMENT AND THE FINANCE DIRECTOR TO SET UP A BUDGET FOR THE SAME.

WHEREAS, the Department of Justice, Office of Justice Programs, under the Community Capacity Development Office, formerly the Executive Office for Weed and Seed has a grant program; and

WHEREAS, the City of Riviera Beach applied to the Department of Justice, under the Community Capacity Development Office to fund activities in the Weed and Seed target area; and

WHEREAS, the City has been awarded grant funds in the amount of \$225,000 for the period October 1, 2004 to September 30, 2005.

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 accepts the grant funds from the Weed and Seed Grant Program.

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SECTION 2. The Finance Director is authorized to set up a budget for the same.

REVENUE:

123-00-331192	Weed and Seed (2004)	\$225,000
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EXPENDITURES:

WEED

123-0822-521-1-1203	Overtime (Weed)	\$ 43,136
123-0822-521-1-3101	Contractual Services	\$ 50,000
123-0822-521-1-4903	Confidential Funds	\$ 20,000
123-0822-521-1-5201	Operational Supplies	\$ 3,600
123-0822-521-1-5250	Operational Small Equip.	\$ 22,518

SUBTOTAL		\$139,254
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SEED

123-0822-521-3-1201	Regular Salaries (Seed)	\$ 57,162
123-0822-521-3-1401	FICA	\$ 11,533
123-0822-521-3-1403	Health	\$ 1,432
123-0822-521-3-4001	Travel	\$ 6,640
123-0822-521-3-5201	Operational Supplies	\$ 8,979

SUBTOTAL		\$ 85,746
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TOTAL		\$225,000
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SECTION 3. This resolution shall take effect immediately upon its passage.

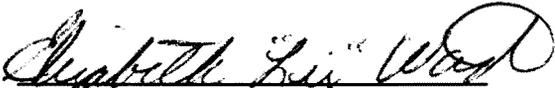
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RESOLUTION NO. 79-05
PAGE 3

PASSED AND APPROVED THIS 4th DAY OF May, 2005.

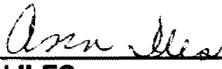
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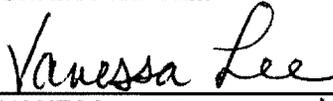

MICHAEL D. BROWN
MAYOR

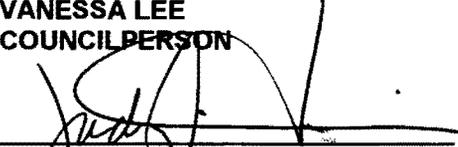

ELIZABETH "LIZ" WADE
CHAIRPERSON

ATTEST:


CARRIE E. WARD,
MASTER MUNICIPAL CLERK
CITY CLERK


ANN ILES
CHAIR PRO TEM


VANESSA LEE
COUNCILPERSON


JUDY L. DAVIS
COUNCILPERSON

resigned
DAVID G. SCHNYER
COUNCILPERSON

MOTIONED BY: A. Iles

SECONDED BY: J. Davis

E. WADE: aye

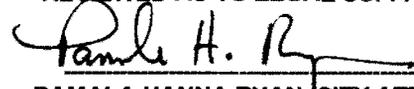
A. ILES: aye

V. LEE: aye

J. DAVIS: aye

D. SCHNYER: resigned

REVIEWED AS TO LEGAL SUFFICIENCY


PAMALA HANNA RYAN, CITY ATTORNEY

DATE: 4/21/05

RESOLUTION. NO. 80-05

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF RIVIERA BEACH, PALM BEACH COUNTY, FLORIDA, AUTHORIZING ACADEMIC SUMMER CAMP 2005 TO BE HELD JUNE 13 – JULY 22, 2005 ON THE CAMPUS OF JOHN F. KENNEDY MIDDLE MAGNET SCHOOL. THE CAMP WILL BE FUNDED THROUGH A PARTNERSHIP BETWEEN THE CITY OF RIVIERA BEACH, THE KNIGHT FOUNDATION'S COMMUNITY PARTNERS PROGRAM, CHILDREN SERVICES COUNCIL AND THE SCHOOL DISTRICT OF PALM BEACH COUNTY CONTINGENT UPON AWARD OF GRANTS. THE FINANCE DIRECTOR IS AUTHORIZED TO APPROPRIATE FUNDS IN THE AMOUNT OF \$51,809 FOR THE CITY'S MATCH FROM GENERAL FUND FUND BALANCE AND SET UP A BUDGET IN THE AMOUNT OF \$201,809; AUTHORIZING STAFF TO ADVERTISE AND SELECT CAMP STAFF; AND PROVIDING AN EFFECTIVE DATE.

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

WHEREAS, the City has operated an Academic Summer Camp for middle school students for eight years since summer 1996; and

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

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

WHEREAS, the City Council on April 6, 2005 conceptually approved \$62,500 per year for a three year period beginning May 2005 and ending August 2007; However a budget review indicates that the 25% match amount required from the City of Riviera Beach is \$51,809 for fiscal year 2004 - 2005; and

WHEREAS, the City operated successful Academic Summer Camps for middle school students from 1996 – 2001 and 2003 – 2004.

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

Section 1. That the Finance Director is authorized to appropriate and transfer funds for the City's match in the amount of \$51,809 from General Fund Fund Balance to the Academic Summer Camp Fund (144).

SECTION 2. That the Finance Director is authorized to set up a budget in the amount of \$201,809 for Academic Summer Camp '05 as follows:

Revenue:

144-00-381001	\$51,809	Transfer from General Fund
144-00-366929	100,000	Knight Foundation Grant
144-00-337706	<u>50,000</u>	Children Services Council
	\$201,809	

Expense:

144-1232-572-0-1201	\$50,431	Salary
144-1232-572-0-1203	-0-	Overtime
144-1232-572-0-1401	\$3,858	FICA
144-1232-572-0-3102	\$3,750	Employee Medical
144-1232-572-0-3404	\$129,973	Contract Services Personnel
144-1232-572-0-3406	\$1,400	Contract Services Other
144-1232-572-0-4001	\$5,020	Travel / Field Trips
144-1232-572-0-5201	<u>\$7,377</u>	Operating Supplies General
Total	\$201,809	

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

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

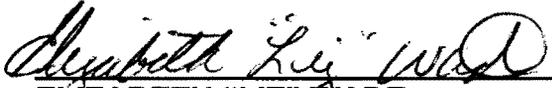
RESOLUTION NO. 80-05
PAGE 3

PASSED AND APPROVED THIS 4th DAY OF May, 2005.

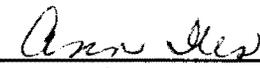
APPROVED:



MICHAEL D. BROWN
MAYOR



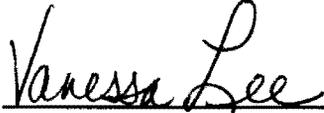
ELIZABETH "LIZ" WADE
CHAIRPERSON



ANN ILES
CHAIR PRO TEM

ATTEST:


CARRIE E. WARD
MASTER MUNICIPAL CLERK
CITY CLERK



VANESSA LEE
COUNCILPERSON



JUDY L. DAVIS
COUNCILPERSON

resigned

DAVID G. SCHNYER
COUNCILPERSON

MOTIONED BY: A. Iles

SECONDED BY: V. Lee

E. WADE: aye

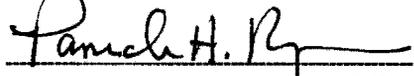
A. ILES: aye

V. LEE: aye

J. DAVIS: aye

D. SCHNYER: resigned

REVIEWED AS TO LEGAL SUFFICIENCY



PAMALA HANNA RYAN, CITY ATTORNEY

DATE: 5/4/05

RESOLUTION NO. 81-05

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF RIVIERA BEACH, PALM BEACH COUNTY, FLORIDA, FILLING THE VACANCY FOR CITY COUNCIL SEAT DISTRICT 4; AND PROVIDING AN EFFECTIVE DATE.

WHEREAS, David Schnyer, councilperson for District 4, resigned from his seat, on April 28, 2005, by letter to the Mayor; and

WHEREAS, the City Council declares that such resignation creates a vacancy for District 4; and

WHEREAS, the City Council, under the authority of Article II, section 23, of the City Charter, unanimously voted on May 4, 2005, to fill the vacancy with Edward Rodgers; and

WHEREAS, the City Council has called a special meeting for the purpose of having Edward Rodgers sworn in as councilperson for District 4.

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

SECTION 1. That the above recitations are true and hereby incorporated herein.

SECTION 2. That under the authority of the City Charter the City Council unanimously voted to fill the vacancy created by the resignation of David Schnyer, councilperson for District 4, with Edward Rodgers until the next general election.

SECTION 3. That Edward Rodgers shall be sworn into office and seated this day May 6, 2005.

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

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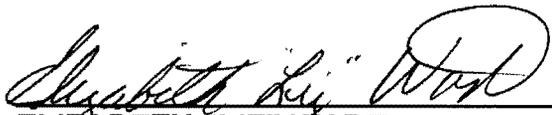
RESOLUTION NO. 81-05
PAGE 2

PASSED AND APPROVED THIS 6 DAY OF May, 2005.

APPROVED:



MICHAEL D. BROWN
MAYOR

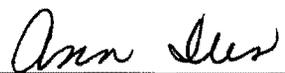


ELIZABETH "LIZ" WADE
CHAIRPERSON

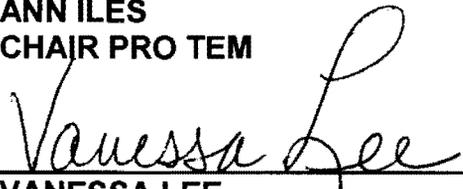
ATTEST:



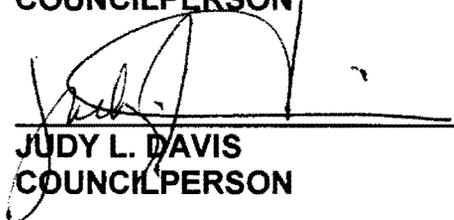
CARRIE E. WARD,
MASTER MUNICIPAL CLERK
CITY CLERK



ANN ILES
CHAIR PRO TEM



VANESSA LEE
COUNCILPERSON



JUDY L. DAVIS
COUNCILPERSON

~~~~

~~DAVID G. SCHNYER~~
~~COUNCILPERSON~~

MOTIONED BY: J. Davis

SECONDED BY: V. Lee

E. WADE: Aye

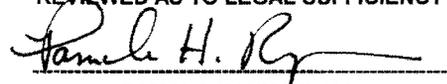
A. ILES: Aye

V. LEE: Aye

J. DAVIS: Aye

~~D. SCHNYER: _____~~

REVIEWED AS TO LEGAL SUFFICIENCY



PAMALA HANNA RYAN
CITY ATTORNEY

DATE: 5/6/05

RESOLUTION NO. 82-05

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF RIVIERA BEACH, PALM BEACH COUNTY, FLORIDA, AUTHORIZING THE MAYOR AND CITY CLERK TO EXECUTE A ONE (1) YEAR INTERLOCAL AGREEMENT TO PROVIDE POLICE SERVICES WITH THE PORT OF PALM BEACH; AUTHORIZING THE FINANCE DIRECTOR TO ACCEPT QUARTERLY PAYMENTS IN AN AMOUNT OF \$36,315.76 FOR THE TOTAL AMOUNT OF \$145,263.04; 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 Statutes Section 311.12, relating to seaport security; and

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

WHEREAS, the current interlocal agreement expired on April 30, 2005.

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

Section 1: That the Mayor and City Clerk are authorized to execute the attached interlocal agreement with the Port of Palm Beach for the provision of police services.

Section 2: That the Finance Director is authorized to accept payments in the quarterly amount of \$36,315.76, totaling \$145,263.04 per year for police services, and up to \$15,000.00 associated with the acquisition, care, and maintenance of the K-9s used to patrol the Port.

Section 3: The effective date of the interlocal agreement shall be that date on which the last party has executed this agreement.

Section 4: This resolution shall be effective upon its passage and approval.

Passed and approved this _____ day of _____, 2005.

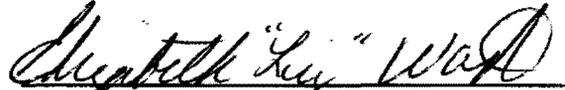
RESOLUTION NO. 82-05

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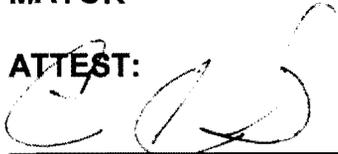


MICHAEL D. BROWN
MAYOR

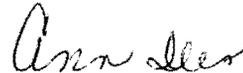


ELIZABETH "LIZ" WADE
CHAIRPERSON

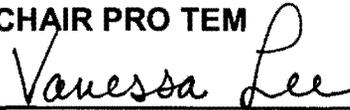
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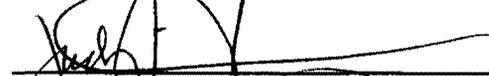
CARRIE E. WARD,
MASTER MUNICIPAL CLERK
CITY CLERK



ANN ILES
CHAIR PRO TEM



VANESSA LEE
COUNCILPERSON



JUDY L. DAVIS
COUNCILPERSON



EDWARD RODGERS
COUNCILPERSON

MOTIONED BY: A. ILES

SECONDED BY: J. DAVIS

V. LEE: AYE

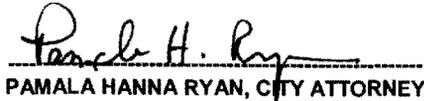
J. DAVIS: AYE

E. WADE: AYE

E. RODGERS: AYE

A. ILES: AYE

REVIEWED AS TO LEGAL SUFFICIENCY


PAMALA HANNA RYAN, CITY ATTORNEY

DATE: 5/3/05

RESOLUTION NO. 82-05

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF RIVIERA BEACH, PALM BEACH COUNTY, FLORIDA, AUTHORIZING THE MAYOR AND CITY CLERK TO EXECUTE A ONE (1) YEAR INTERLOCAL AGREEMENT TO PROVIDE POLICE SERVICES WITH THE PORT OF PALM BEACH; AUTHORIZING THE FINANCE DIRECTOR TO ACCEPT QUARTERLY PAYMENTS IN AN AMOUNT OF \$36,315.76 FOR THE TOTAL AMOUNT OF \$145,263.04; 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 Statutes Section 311.12, relating to seaport security; and

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

WHEREAS, the current interlocal agreement expired on April 30, 2005.

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

Section 1: That the Mayor and City Clerk are authorized to execute the attached interlocal agreement with the Port of Palm Beach for the provision of police services.

Section 2: That the Finance Director is authorized to accept payments in the quarterly amount of \$36,315.76, totaling \$145,263.04 per year for police services, and up to \$15,000.00 associated with the acquisition, care, and maintenance of the K-9s used to patrol the Port.

Section 3: The effective date of the interlocal agreement shall be that date on which the last party has executed this agreement.

Section 4: This resolution shall be effective upon its passage and approval.

Passed and approved this _____ day of _____, 2005.

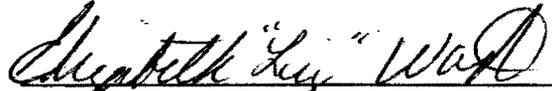
RESOLUTION NO. 82-05

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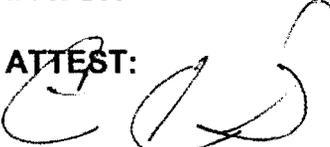


MICHAEL D. BROWN
MAYOR

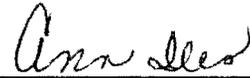


ELIZABETH "LIZ" WADE
CHAIRPERSON

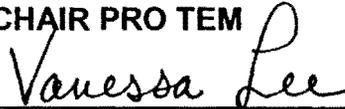
ATTEST:



CARRIE E. WARD,
MASTER MUNICIPAL CLERK
CITY CLERK



ANN ILES
CHAIR PRO TEM



VANESSA LEE
COUNCILPERSON



JUDY L. DAVIS
COUNCILPERSON



EDWARD RODGERS
COUNCILPERSON

MOTIONED BY: A. ILES

SECONDED BY: J. DAVIS

V. LEE: AYE

J. DAVIS: AYE

E. WADE: AYE

E. RODGERS: AYE

A. ILES: AYE

REVIEWED AS TO LEGAL SUFFICIENCY


PAMALA HANNA RYAN, CITY ATTORNEY

DATE: 5/3/05

INTERLOCAL AGREEMENT
(Police Services)

This Interlocal Agreement is made the 1st day of June, 2005, by and between the Port of Palm Beach District, a district created and existing pursuant to 1915 Fla. Laws 7081, as amended from time to time (hereinafter "PORT"), City of Riviera Beach, a Florida municipal corporation (hereinafter "CITY"), each constituting a public agency as defined in Part I of Chapter 163, Florida Statutes.

WITNESSETH:

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

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

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

1. Recitals. The above recitals are true and correct and are incorporated herein by reference.
2. Term. Unless agreed by both parties in writing, and approved by their respective Boards, this Interlocal Agreement shall expire at the end of one year from the Effective Date. The Effective Date of this Interlocal Agreement shall be that date on which the last party has executed this Interlocal Agreement.
3. Services.
 - A. The City shall assign two full-time uniformed police officers to the Port, in two non-overlapping shifts, providing eighty (80) hours per week of full-time law enforcement presence, on a schedule to be mutually agreed upon by the Port and the City. An option for a third full-time police officer can be made available upon the request

of the Port, for an additional 40 hours per week of full-time law enforcement presence, on a schedule to be mutually agreed upon by the Port and the City, and become a permanent part of this agreement thereafter. Since an understanding of Port operations will enhance the benefit of these officers to the Port and the City, the City will attempt to assign officers who have become familiar with those operations. The Port, at its own expense, shall provide the necessary training required to familiarize the assigned officers with the operations of the Port and any other such training deemed necessary for the performance of said officers' duties at the Port. The City shall not be responsible for any overtime cost associated with said training. Without altering the chain of command of the officers assigned hereunder, said officers shall report to the Executive Director of the Port or his designated representative.

The City, at its own expense, will provide to, and maintain for, such officers, all such standard equipment as is provided to other City uniformed police officers, including without limitation, a standard City of Riviera Beach marked patrol car.

- B. Specialized equipment to include but not limited to laptop computers, Mesh Network broadband wireless mobile devices and mobile video cameras will add to vehicles provided to the Port at the expense of the Port. These non standard equipment items can be used to access NCIC / FCIC data bases from a mobile device in the vehicle in addition view video from remote controlled cameras
- C. At times other than during such tours of duty, and at least once during a patrol shift, at irregular intervals, a uniformed officer in a marked patrol car will make a tour of Port property, on Port property, and make face-to-face contact with the ranking Port Security officer.
- D. The Port recognizes that there are times of emergency when the

City may have to temporarily utilize the services of its assigned officers. The City agrees that in such event, the City will give the Port as much notice as necessary to alleviate any hardship on the Port.

4. City Responsibilities and Functions:

- A. Make such detentions and arrests, and exercise all other powers as shall be within the authority of law enforcement personnel of the City of Riviera Beach.
- B. Respond to requests for assistance as requested by Port Security Department personnel.
- C. Summon such other County, State and Federal law enforcement, City and/or County EMS, fire and other personnel and services, as circumstances shall require.
- D. As part of each officers 40 hour work week as set forth above each officer will provide a minimum of five (5) hours per week at Port access gates performing law enforcement duties specific to the Port.
- E. Promptly report to the Port Security Manager all security and law enforcement matters related to Port property and persons thereon, and provide copies of official records and reports of incidents occurring on Port property to the Executive Director or his designated representative, in addition to satisfying any other requirements of the City.
- F. Enforce Port parking and traffic regulations by all lawful means.
- G. The City will provide a Police Canine for primary use at the Port facility.

5. Canine Support. The Port must provide a Police Canine for primary use at its facility. It is the intent of the Port and the City that said Canine should be assigned to one of the full-time uniformed police officers identified

and/or selected to provide law enforcement services at the Port. Such Canine, and its handler, shall receive the training and certifications generally associated with canines used at airports and seaports for the detection of explosives, drugs, and related contraband; and such training and certifications shall be maintained current, at Port expense. Expenses up to \$15,000.00 associated with the acquisition, care, and maintenance of said canine unit shall be paid for by the Port. Such Canine shall be available for work at the Port as required by Port operations and as circumstances dictate, at no additional cost to the Port. Notwithstanding, any other term aforementioned in this paragraph, it is understood by the parties that routine inspection of cruise ships and Port facilities by the Canine shall include the inspection of incoming cruise ships, to include packages, luggage, containers as needed, and the inspection of common areas of the cruise terminals.

6. Coordination. Each Party shall designate, from time to time, an individual to serve as liaison for that party. The City liaison officer shall not hold a rank below Sergeant. The Port liaison official shall not hold a position below Operations Manager. If requested by the Port and with 48 hours notice, the City liaison officer shall attend local security meetings and serve on local seaport security committees.
7. Payment. The Port shall pay to the City, in exchange for the agreed upon levels of services required hereunder, the sum of **\$36,315.76** per quarter, commencing on the Effective Date, said amount reflects the actual salary and benefits of the uniform patrol officers now assigned to the Port.
8. Cruise Ship Operations. Upon request of the Port and with at least 48 hours notice, the City shall provide, if available, additional uniformed officers, at a rate of \$25.00 per hour, per officer, during multi-day cruise ship operations or at anytime it may be necessary for additional police presence at the Port. The Port agrees to comply with the City's rules, policies, and procedures regarding off-duty details.

9. Port Security Plan. The services to be provide by the City hereunder are intended to assist the Port in satisfying certain requirements of State and Federal laws and regulations, and complying with the Port's Security Plan, the purposes of which are, in part, to establish police presence to discourage terrorism, illegal immigration, theft and smuggling. Accordingly, any failure to provide the services set forth herein strictly in accordance herewith shall be a basis for termination.

10. Miscellaneous Provisions.

- A. The Agreement may be terminated by either party with or without cause upon sixty (60) days prior written notice. In the event that the Agreement is terminated for any reason whatsoever, the City shall be entitled to payment on a prorata basis up to and including the termination date.
- B. No employee of either party to this Interlocal Agreement shall perform any function or service which is not within the employee's scope of duties as defined or determined by that employee's employer.
- C. All notices required in this Interlocal Agreement shall be sent to the parties at the following addresses, by certified mail, facsimile or hand delivery:

If to Port:

Port of Palm Beach District
One East Eleventh Street, Suite 400
Riviera Beach, Florida 33419
ATTN: Executive Director
(561) 842-4240 (Facsimile)

With a copy to:

John W. Gary, III, Esq.
Gary, Dytrych & Ryan, P.A.
701 U.S. One, Suite 402
North Palm Beach, FL 33408
(561) 844-2388 (Facsimile)

If to City:

William E. Wilkins
City Manager
City of Riviera Beach
600 West Blue Heron Blvd.
Riviera Beach, FL 33404
(561) 840-3353 (Facsimile)

With a copy to:

Pamala Ryan, Esq.
City Attorney
City of Riviera Beach
600 West Blue Heron Blvd.
Riviera Beach, FL 33404
(561) 845-4017 (Facsimile)

- D. Nothing contained in this Interlocal Agreement shall be construed to constitute a transfer of powers in any way whatsoever. This Interlocal Agreement is solely an Interlocal Agreement to provide services as authorized by Chapter 163, Florida Statutes. The City's and the Port's governing bodies shall each retain all legislative authority with regard to their respective governing body. All of the privileges and immunities from liability, exemptions from laws, ordinances and rules, and pensions and relief, disability, worker's compensation and other benefits which apply to the activity of officers, agents or employees of any public agency when performing their respective functions within the territorial limits for their respective agencies shall apply to the same degree and extent to the performance of such functions and duties of such officers, agents or employees extraterritorially under the provisions of any such Interlocal Agreement.
- E. Nothing contained herein shall be deemed a limitation of the jurisdiction or law enforcement responsibilities of the City with respect to the Port or Port property.

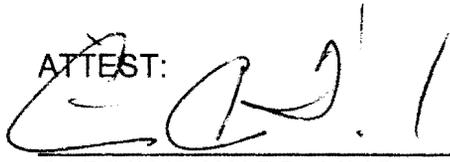
- F. This Inter-local Agreement and any dispute, disagreement, or issue of construction, declaration or interpretation arising hereunder whether relating to its execution, its validity, the obligations provided herein, performance or breach shall be governed and interpreted according to laws of the State of Florida. Any and all action necessary to enforce the Interlocal Agreement will be held in Palm Beach County, Florida. If any action whether in law, equity or otherwise is brought for the interpretation or enforcement of this Interlocal Agreement, or because of an alleged dispute, breach, default or misrepresentation in connection with any provisions of this Interlocal Agreement, the successful or prevailing party or parties shall be entitled to recover reasonable attorney's fees, court costs and all expenses (including taxes) even if not taxable as court costs (including, without limitation, all such fees, costs and expenses incident to appeals), incurred in that action or proceeding, in addition to any other relief to which such party or parties may be entitled.
- G. No remedy herein conferred upon any party is intended to be exclusive of any other remedy, and each and every such remedy shall be cumulative and shall be in addition to every other remedy given hereunder or now or hereafter existing at law or in equity or by statute or otherwise. No single or partial exercise by any party of any right, power, or remedy hereunder shall preclude any other or further exercise thereof.
- H. To the extent permitted by law, the City shall indemnify and hold the Port harmless for any liability or causes of action for damages which may arise from the negligent acts or omissions of Riviera Beach's employees in the performance of this Interlocal Agreement. Likewise, to the extent permitted by law, the Port shall indemnify and hold the City harmless for any liability or causes of

action for damages which may arise from the negligent acts or omissions of the Port employees in the performance of this Interlocal Agreement. Nothing in this provision shall be construed as consent by the City or by the Port to be sued, nor as a waiver of sovereign immunity beyond the limits provided for in Section 768.28, Florida Statutes.

- I. Should any provision of this Interlocal Agreement be declared invalid by a court of competent jurisdiction, same shall be deemed stricken here from and all other terms and conditions of this Interlocal Agreement shall continue in full force and effect as if such invalid provision had never been made a part thereof.
- J. No delay by either party in enforcing any covenant or right hereunder shall be deemed a waiver of such covenant or right, and no waiver of any particular provision hereof shall be deemed a waiver of any other provision or a continuing waiver of such particular provision, and except as so expressly waived, all provisions hereof shall continue in full force and effect.
- K. This Interlocal Agreement constitutes the entire understanding of the parties with respect to the provision of law enforcement personnel and equipment. It may not be modified, nor any of its provisions waived unless such modification and/or waiver is in writing and is agreed to and signed by both parties.

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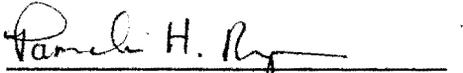
IN WITNESS WHEREOF, the parties have hereto set their hands and seals this ____ day of _____, 2005.

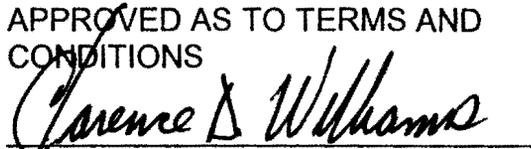
ATTEST:

CARRIE E. WARD, MMC
CITY CLERK

CITY OF RIVIERA BEACH

MICHAEL D. BROWN
MAYOR

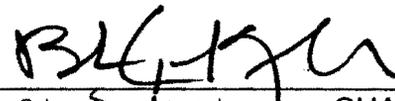
(CITY SEAL)

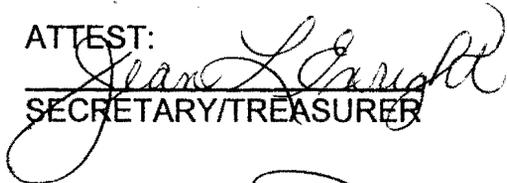
APPROVED AS TO FORM AND
LEGAL SUFFICIENCY

PAMALA H. RYAN,
CITY ATTORNEY

APPROVED AS TO TERMS AND
CONDITIONS

CLARENCE WILLIAMS,
POLICE CHIEF

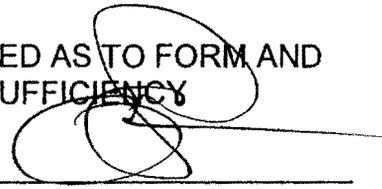
DATED:

PORT OF PALM BEACH DISTRICT

BY: 
Blair S. Cikin, CHAIRMAN

ATTEST:

SECRETARY/TREASURER

APPROVED AS TO FORM AND
LEGAL SUFFICIENCY

By: 
PORT CONSULTING ATTORNEY

DATED: 5/17/05