

RESOLUTION NO. 190-05

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF RIVIERA BEACH, PALM BEACH COUNTY, FLORIDA, AUTHORIZING THE MAYOR TO DECLARE A STATE OF LOCAL EMERGENCY FOR HURRICANE WILMA; WAIVING PROCEDURES AND FORMALITIES OTHERWISE REQUIRED BY ORDINANCE PERTAINING TO EXPENDITURES; EMPOWERING THE MAYOR TO IMPOSE CURFEWS AND COMPEL EVACUATION WHEN NECESSARY; PROVIDING AN EFFECTIVE DATE AND FOR OTHER PURPOSES.

WHEREAS, safeguarding the life and property of the citizens of the City of Riviera Beach is an innate responsibility of the City Council; and

WHEREAS, section 252.38(3)(a), Florida Statutes (2004), grants the City of Riviera Beach the authority and power to request State assistance or invoke emergency-related mutual aid assistance by declaring a state of local emergency in the event of an emergency affecting the City of Riviera Beach; and

WHEREAS, section 252.38(3)(a), Florida Statutes (2004), further empowers the City of Riviera Beach to waive the procedures and formalities otherwise required of a political subdivision by law pertaining to a number of actions that can be taken to ensure the health, safety, and welfare of the community, in accordance with the authority set forth therein; and

WHEREAS, the City's Emergency Preparedness Plan designates the City Manager as the Incident Manager for all major emergencies; and

WHEREAS, the City's Charter authorizes the Mayor, in a time of public danger and emergency, to take command of the police, maintain order, and enforce the laws of the City; and

WHEREAS, Hurricane Wilma may place the City of Riviera Beach in a state of emergency, exposing the citizens to danger of life and property; and

WHEREAS, in order to respond to such disaster, the City Council wishes to authorize the Mayor to declare a state of local emergency if he deems it appropriate, and it wishes to authorize the City Manager to initiate and take such actions authorized by section 252.38, Florida Statutes (2004), during the term of such state of local emergency.

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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 foregoing recitals are true and incorporated herein.

SECTION 2. That due to the imminent threat posed by Hurricane Wilma, the City Council declares a state of local emergency for the City of Riviera Beach.

SECTION 3. That said declaration shall remain in full force and effect for a period of seven (7) days unless further extended by the Governor of the State of Florida or the City Council.

SECTION 4. That the procedures and formalities otherwise required by ordinance pertaining to actions that can be taken to ensure the health, safety, and welfare of the community (e.g., entering into contracts, incurring obligations, expenditure of public funds, utilization of volunteer workers, employment of temporary employees, etc.) are hereby waived and the City Manager is authorized to act in accordance with the Emergency Preparedness Plan.

SECTION 5. That emergency laws such as those relating to price gouging, emergency repair of buildings, and the like, are effective immediately.

SECTION 6. That the Mayor is empowered and authorized to impose curfews and compel evacuation of all or part of the population from stricken or threatened areas within the City, if such action is deemed necessary to reduce the vulnerability of residents to damage, injury, and loss of life and property resulting from the imminent threat of Hurricane Wilma.

SECTION 7. The City Manager shall report to the City Council at the next regular City Council meeting all expenditures spent during such emergency.

SECTION 8. This resolution shall become effective upon its passage and approval.

PASSED AND APPROVED THIS 19th DAY OF October, 2005.

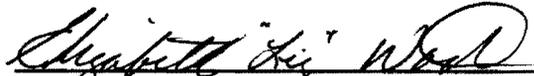
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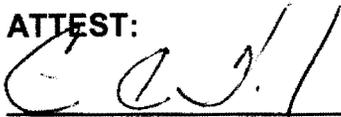


MICHAEL D. BROWN
MAYOR

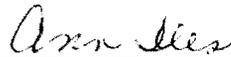


ELIZABETH "LIZ" WADE
CHAIRPERSON

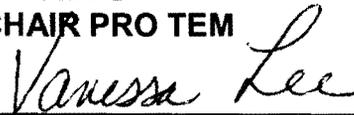
ATTEST:



CARRIE E. WARD,
MASTER MUNICIPAL CLERK
CITY CLERK



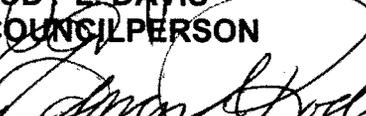
ANN ILES
CHAIR PRO TEM



VANESSA LEE
COUNCILPERSON



JUDY L. DAVIS
COUNCILPERSON



EDWARD RODGERS
COUNCILPERSON

MOTIONED BY: A. Iles

SECONDED BY: J. Davis

E. WADE: aye

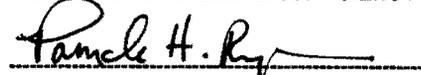
A. ILES: aye

V. LEE: aye

J. DAVIS: aye

E. RODGERS: out

REVIEWED AS TO LEGAL SUFFICIENCY



PAMALA HANNA RYAN, CITY ATTORNEY

DATE: 10/19/05

MAYOR'S DECLARATION OF STATE OF LOCAL EMERGENCY

WHEREAS, on October 19, 2005, the City Council was informed of the impending threat of Hurricane Wilma and therefore authorized the Mayor, pursuant to Resolution 190-05 to declare a state of local emergency if he deemed it appropriate and in the best interest of the City; and

WHEREAS, the Mayor has determined that Hurricane Wilma has the capacity to pose a significant, imminent, and dangerous threat to the health, safety, and welfare of the inhabitants of the City of Riviera Beach, Florida.

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

That pursuant to the authority granted to the Mayor by the City Council of the City of Riviera Beach, a local state of emergency is hereby declared for the City of Riviera Beach, effective at 12:01 a.m., Sunday, October 23, 2005. Said declaration shall remain in effect for a period of seven (7) days unless further extended by the Governor of the State of Florida or the City Council.

THE MAYOR THEREUPON DECLARED THE RESOLUTION DULY PASSED AND APPROVED this 23rd day of October, 2005.

APPROVED:



**MICHAEL D. BROWN
MAYOR**

Attest:



**CARRIE E. WARD
MASTER MUNICIPAL CLERK
CITY CLERK**

10/09/2005

RESOLUTION NO. 189-05

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF RIVIERA BEACH, PALM BEACH COUNTY, FLORIDA, AUTHORIZING THE CITY MANAGER TO CONDUCT THE SIXTH ANNUAL CITY OF RIVIERA BEACH JAZZ AND BLUES FESTIVAL ON THE MUNICIPAL BEACH, MARCH 24 AND MARCH 25, 2006 ON SINGER ISLAND; AND AUTHORIZING THE MAYOR AND CITY CLERK TO EXECUTE A CONTRACT BETWEEN THE CITY OF RIVIERA BEACH AND CLASS C-1 PRODUCTIONS INC., FOR THE SIXTH AND SEVENTH CITY OF RIVIERA BEACH ANNUAL JAZZ AND BLUES FESTIVAL; AND AUTHORIZING THE FINANCE DIRECTOR TO ESTABLISH A BUDGET FOR THE 2006 CITY OF RIVIERA BEACH ANNUAL JAZZ AND BLUES FESTIVAL IN THE AMOUNT OF \$660,000; AND PROVIDING AN EFFECTIVE DATE.

WHEREAS, the City of Riviera Beach endeavors to continue fostering events that positively impact the City's image, unifies the residents, and promotes cultural, educational, and entertainment programming; and

WHEREAS, the Sixth Annual City of Riviera Beach Jazz and Blues Festival is being planned by the City Manager on the Municipal Beach, on Singer Island, March 24th and March 25th, 2006; and

WHEREAS, the Jazz and Blues Festival will be a ticketed event and vendors desiring to participate will be charged an event fee; and

WHEREAS, the Jazz and Blues Festival requires staff support from Police, Fire, Public Works, Parks and Recreation, Special Events, and Waste Management; and

WHEREAS, the City of Riviera Beach requires the services of a professional event management firm to produce and manage the Event Operations, the Production process of the event, Sponsorship Development, Entertainment Procurement for the event, Public Relations and Marketing, Website Development and

Management, On-site Sponsor Management, Production of Youth and Family Health Fair, Youth Workshop Event, Production of a 5K Run/Walk, Manage Sponsor Benefits, and with the City's Special Events Coordinator all Vending and Vendor Management, Parking, Merchandising, Stewardship Processes pre and post the event; and

WHEREAS, Class C-1 Productions, Inc. is sufficiently qualified to provide the needed services; and

WHEREAS, the Jazz and Blues Festival funding for 2006 is not to exceed \$660,000.

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 City Manager is authorized to conduct the Sixth Annual City of Riviera Beach Jazz and Blues Festival on the Municipal Beach, on Singer Island.

SECTION 2: That the City accepts the proposal of Class C-1 Productions, Inc. to provide event management and event production services for the 6th and 7th Annual City of Riviera Beach Jazz and Blues Festival.

SECTION 3: That the Mayor and City Clerk are authorized to execute an agreement with Class C-1 Productions, of Ft. Lauderdale, Florida to provide event management and event production services for the 6th and 7th Annual City of Riviera Beach Jazz and Blues Festival.

SECTION 4: The City Council authorizes the Finance Director to establish a budget for the 2006 City of Riviera Beach Annual Jazz and Blues Festival in an amount not to exceed \$660,000 as follows:

ACCOUNT NUMBER	DESCRIPTION	AMOUNT
REVENUE		
135-00-347401	TICKET SALES-JAZZ	\$ 55,000
135-00-347402	ADVANCED TICKET SALES JAZZ	60,000
135-00-347403	PARKING FEES-JAZZ	9,000
135-00-347404	VENDOR BOOTH SALES-JAZZ	30,000
135-00-347405	SPONSORSHIPS-CC1-JAZZ	300,000
135-00-347406	SOUVENIR SALES-JAZZ	6,000
135-00-347407	SPONSORSHIP-CRB-CULTURAL	200,000
	TOTAL REVENUE	\$660,000

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EXPENDITURES

135-0202-572-0-1203	OVERTIME	\$ 40,000
135-0202-572-0-3409	PROF SERV-ENTERTAINMENT	225,000
135-0202-572-0-3410	PROF SERVICES-EVENT SALARIES	40,000
Same as above	Revenue raising percentage Class C1	80,000
135-0202-572-0-3411	PROF SERVICES-SECURITY	10,000
135-0202-572-0-4001	TRAVEL	10,000
135-0202-572-0-4405	STAGE, SOUND, LIGHT SUPPORT	75,000
135-0202-572-0-4904	ADVERTISING/MARKETING	95,000
135-0202-572-0-5201	OPER. SUPPLIES-GENERAL	75,000
135-0202-572-0-5250	OPER. SMALL EQUIP/UTIL	10,000
	TOTAL EXPENDITURES	\$660,000

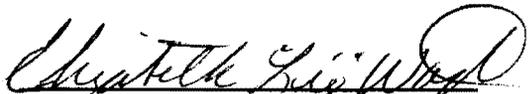
SECTION 5: This Resolution shall take effect upon its passage and adoption by the City Council.

PASSED AND ADOPTED this 19th day of October, 2005.

APPROVED:

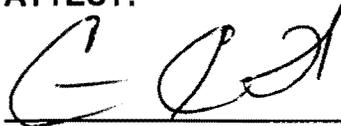


MICHAEL D. BROWN
MAYOR

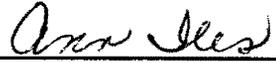


ELIZABETH "LIZ" WADE
CHAIRPERSON

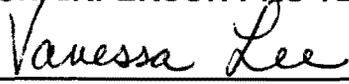
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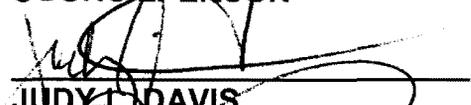
CARRIE E. WARD
MASTER MUNICIPAL CLERK
CITY CLERK



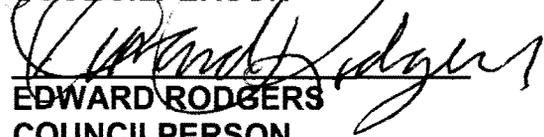
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VANESSA LEE
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JUDY L. DAVIS
COUNCILPERSON

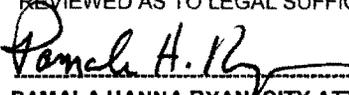


EDWARD RODGERS
COUNCILPERSON

MOTIONED BY: E. Rodgers

SECONDED BY: A. Iles

E. WADE aye
A. ILES aye
V. LEE aye
J. DAVIS aye
E. RODGERS aye

REVIEWED AS TO LEGAL SUFFICIENCY


PAMALA HANNA RYAN, CITY ATTORNEY

DATE: 10/14/05

[CS:HH:dpm:101305]

**CONTRACT FOR CONSULTING /PROFESSIONAL SERVICES
(6th and 7th Annual Riviera Beach Jazz & Blues Festival)**

THIS AGREEMENT made and entered into this _____ day of October 2005, by and between CLASS C-1 PRODUCTIONS INC., hereinafter referred to as "Independent Contractor," whose mailing address is 11110 West Oakland Park Boulevard, Sunrise, Florida 33351, and the CITY OF RIVIERA BEACH, FLORIDA, a municipal corporation, hereinafter referred to as "City," whose address is 600 West Blue Heron Boulevard, Riviera Beach, Florida, 33404.

WHEREAS, the City needs an Independent Contractor to plan and organize its 6th and 7th Annual City of Riviera Beach Jazz & Blues Music Festival hereinafter the "Event" scheduled on March 24 & 25 2006 and March 30 & 31, 2007; and

WHEREAS, Independent Contractor is qualified to perform certain professional services including acting as a Consultant for the Event; and

WHEREAS, the City desires to engage the services of Independent Contractor to help to plan and organize its Event.

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

ARTICLE I. DEFINITIONS

Net Revenue shall mean all monetary sponsorships, gifts, donations, vendor fees, parking fees, ticket sales, etc., after expenses have been deducted.

Expenses shall mean the cost to put on the festival as outlined in the budget in Addendum A, including any overtime incurred by City's staff.

Reporting shall mean monthly written status report summarizing accomplishments including but not limited to activities, directives and goals. Bi-weekly financial reports listing income and invoices submitted for payment. Bi-weekly reports must be submitted beginning on January 1, 2006. Final reports to be submitted to City Council with full disclosure of revenue and expenses, evaluation of the Event and recommendations for the upcoming year to be completed in coordination with the Special Events Coordinator.

ARTICLE II. SCOPE OF SERVICES

A. General Objectives (desired and result):

As outlined in the RFP-produce full service events logistics and management support, including manage the Operations and Production Process of the Event, Sponsorship Development,

Entertainment Procurement for the Event, Publicity, Website Development and Management, on-site Sponsor Management, Production of Youth & Family Health Fair, Youth Workshop, Production of a 5K Run/Walk for the Event, manage Sponsor Benefits, Vending and Vendor Management, Parking, Stewardship process/post-event, Advertising, Merchandising, Marketing, and Public Relations for the Event.

B. Specific Objective and Tasks:

Develop a comprehensive plan in collaboration with the City's staff, with action steps to produce the Event. The City's representative/liaison during the performance of this Contract shall be Hank Harper, Special Events Coordinator.

ARTICLE III. *AGREEMENT PERIOD*

The term of this agreement shall be a two-year agreement that commences on October 6, 2006, and terminates on April 31, 2007. At that time, discussions shall occur for the option to renew for an additional two-year period, unless otherwise terminated by either party in accordance with this agreement.

This agreement cannot be canceled by either party during the initial 90 days of the term. After the initial 90-day period, this agreement may be terminated by either party by giving a thirty (30) days' prior written notice to the other party, ("letter of termination"). Receipt of the letter of termination shall cause a 90 day Notification Period to begin. During the Notification Period, the rights, duties, and responsibilities of the Independent Contractor and City shall continue in full force and effect, including, but not limited to, continuing to be ready and willing to render services on the City's behalf and the payment of all fees, charges, expenses and other sums as provided in this Agreement. The Independent Contractor reserves the right to renegotiate compensation based upon any alterations to the agreement period.

ARTICLE IV. *COMPENSATION/FINANCIAL ARRANGEMENTS*

The City will pay fees to the Independent Contractor for services performed hereunder on the following basis:

- A. Initial Fee: The City agrees to pay an initial fee of forty thousand dollars (\$40,000.00) paid to the Independent Contractor for management services. The retainer fee must be paid regardless of any changes or contract cancellations, and is due ten days after approval by the City Council.

- B. The City agrees to pay the Independent Contractor the standard monetary sponsorship acquisition fee of twenty-percent (20%) of all funds raised from all monetary sponsorships, gifts, or donations solicited exclusively by the Independent Contractor. The City will only pay the Independent Contractor five-percent (5%) of all funds raised from all monetary sponsorships that the Independent Contractor has received as a result from the City's

Sponsorship list. The City agrees to let Independent Contractor pre-approve the City's sponsorship list which will be provided to the Independent Contractor within fifteen (15) days after execution of this agreement. The City will pay the Independent Contractor the twenty percent (20%) sponsorship fee or five-percent (5%), whichever is applicable, *WITHIN 14 DAYS AFTER RECEIPT OF ANY MONETARY SPONSORSHIP* with an invoice from the Independent Contractor. The invoice must show the Independent Contractor's taxpayer identification number (social security number or employer identification number) in accordance with requirements of the Internal Revenue Service. All funds collected from the City officials or employees not on the sponsorship list must be logged, photocopied, and listed for full disclosure to Independent Contractor. All funds collected from City officials or employees not on the sponsorship list go to the overall budget and will be used with all other funds collected to pay cost of overall budget for the Event.

- C. The City will split the proceeds of the net revenues after expenses with the Independent Contractor. The percentage split of net revenue will be as follows. The City will receive fifty-percent (50%) of all net revenues and the Independent Contractor will receive fifty-percent (50%) of all net revenues. Both City and Independent Contractor agree to split net revenue after all expenses are paid.
- D. The City and Independent Contractor agree that all net revenue generated from ticketing and ticketing sales, vending contracts and vending sales, parking contracts and parking sales, sponsorships, and souvenirs sales will be coordinated and managed by the Independent Contractor and the City. Any ticket refund authorized by the City, but not approved by Independent Contractor, shall be the sole cost to the City, and shall fall outside of this agreement.
- E. The City will agree to pay the Independent Contractor a fee and payment structure listed in **Addendum A**. Both City and Independent Contractor realize that by the City agreeing to pay the fee structure listed in **Addendum A** that the City and Independent Contractor both agree that the sponsorship commission of twenty-percent (20%) or five-percent (5%), whichever is applicable, paid to the Independent Contractor by the City on all sponsorships will remain the same. Furthermore, both City and Independent Contractor agree that the revenue split of fifty-percent (50%) paid to Independent Contractor and fifty-percent (50%) paid to City of all net revenues after expenses will remain the same and binding. Payment of the fifty/fifty-percentage (50/50%) split to Independent Contractor and City after expenses is defined as all net revenue after all costs for production of the Event, included in Article I, Section A.
- F. The City and Independent Contractor agree that Elected Officials shall be given ten (10) courtesy tickets per day.
- G. Compensation to Independent Contractor for the second year of the contract shall be negotiated at a date to be determined.

ARTICLE V. REPORTING

In reporting the services performed hereunder, the Independent Contractor shall report to:

- Gloria Shuttlesworth, Assistant City Manager
- Hank Harper, Special Events Coordinator

Reports shall consist of written documents as outlined in the definition of "Reporting."

ARTICLE VI.*CLASSIFIED/RESTRICTED PROPRIETARY DATA*

The City agrees to apprise the Independent Contractor as to any information of items made available hereunder to the Independent Contractor, which are classified, restricted, or proprietary data either in United States Government classifications according to City classifications. The Independent Contractor agrees that any such classified, restricted, or proprietary data will not be disclosed to other parties without the expressed approval in writing from the City. The Independent Contractor agrees that any such classified, restricted, or expressed approval will be in writing from the City. The Independent Contractor further agrees that any such material furnished to him by the City will be returned to the City at its request or upon termination of this Agreement.

ARTICLE VII.*COPYRIGHTS*

The Independent Contractor acknowledges and agree that, upon payment of all sums due to Independent Contractor under this Agreement or in the event of the termination of this Agreement after all sums and fees due to Independent Contractor have been paid, all photography, brochures, manuals, film, signage, and other materials (collectively referred to as "Materials") generated by Independent Contractor or for City in the performance of this Agreement shall be deemed "work made for hire" and shall, be the City's exclusive property, subject to any third party rights, restrictions, or obligations of which the Independent Contractor notifies the City. Likewise, the City acknowledges that the Independent Contractor will retain ownership of all works of authorship created by Independent Contractor prior to or separate from the performance of services under this agreement, including, but not limited to, proprietary information/services, media lists, and third party relationships held by Independent Contractor.

ARTICLE VIII.*INDEPENDENT CONTRACTOR RELATIONSHIP*

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

that of an Independent Contractor and not as employees or agents of the City. The Independent Contractor does not have the power or authority to bind the City in any promise, agreement or representation other than as specifically provided for in the Contract. The Independent Contractor covenants that it presently has no interests, direct or indirect, which would conflict in any manner or degree with the performance of its services hereunder. The Independent Contractor further covenants that in the performance of this Agreement, the Independent Contractor shall not employ any person having such conflicting interests.

ARTICLE IX. *PUBLICITY*

It is also agreed that no advertising publicity matter having or containing any reference to the City or in which the name is mentioned, shall be made use of by the Independent Contractor or anyone in the Independent Contractor's behalf unless and until the same shall have first been submitted to and received the written approval by the City.

ARTICLE X. *TERMINATION*

The City may, by written notice to the Independent Contractor, terminate this contract in whole or in part at any time, for failure of the Independent Contractor to fulfill his contract obligations after 90 working days with notice. Upon receipt of such notice, the Independent Contractor shall 1) immediately discontinue all services affected (unless the notice directs otherwise, and 2) deliver to the City all data, reports, summaries, and such other information and materials that may have been prepared for and/or accumulated by the Independent Contractor performing this Agreement, whether completed or in progress. The Independent Contractor may, by written notice to City, terminate this contract in whole or in part at any time, for convenience or because the City has not paid Independent Contractor in accordance with Agreement, or otherwise failed to fulfill obligations to Independent Contractor after 90 working days with notice. The City shall pay Independent Contractor all fees earned at time of cancellation and reimburse Independent Contractor for all expenses and costs incurred at such cancellation upon the showing of authorized final invoices and fees currently owing or past due to Independent Contractor in accordance with this agreement.

ARTICLE XI. *PERSONNEL*

The Independent Contractor represents that it has or will secure at its own expense, all necessary personnel required to perform the services under this Contract. Such personnel shall not be employees of or have any contractual relationship with the City unless otherwise authorized by the City. All of the services required hereunder shall be performed by the Independent Contractor or under its supervision, and all personnel engaged in performing the services shall be fully qualified and, if required, authorized or permitted under state and local law to perform such services. The Independent Contractor warrants that all services shall be performed by skilled and competent personnel to the highest professional standards in the field(s). The Independent Contractor agrees that it is fully responsible to the City for the acts and omissions of

subcontractors and of persons either directly or indirectly employed by the Independent Contractor. Nothing contained herein shall create any contractual relationship between any subcontractor and the City.

ARTICLE XII. *CHANGES*

The City may, from time to time, require changes in the scope of the services of the Independent Contractor to be performed hereunder. Such changes, may include an increase in the amount of the Independent Contractors compensation which are mutually agreed upon by the parties, shall be incorporated by written amendment to this agreement.

ARTICLE XIII. *INDEMNIFICATION*

Each party shall be liable for its own actions and negligence, and, to the extent permitted by law, the Independent Contractor shall protect, defend, reimburse, indemnify and hold the City, its agents employees and elected officers harmless from and against all claims, liability, expenses, loss, cost, damages or causes of action of every kind or character, including attorney's fees and costs, whether at trial or appellate levels or otherwise, arising during and as a result of its performance of the terms of this agreement or due to the negligent acts or omissions of the Independent Contractor. Likewise, to the extent permitted by law, the City shall protect, defend, reimburse, indemnify and hold Independent Contractor harmless from and against all claims, liability, expenses, loss, cost, damages or causes of action of every kind or character, including attorney's fees and costs, whether at trial or appellate levels or otherwise, arising during and as a result of its performance of the terms of this agreement or due to the negligent acts or omissions of the City. Nothing contained herein shall be construed as a waiver of the City's sovereign immunity beyond the limits set forth in Section 768.28, Florida Statutes.

ARTICLE XIV. *INSURANCE*

- A. The Independent Contractor shall maintain, during the life of this agreement, commercial general liability, including contractual liability insurance in the amount of \$1,000,000 per occurrence to protect the Independent Contractor from claims for damages for bodily and personal injury, including wrongful death, as well as from claims of property damages which may arise from any operations under this agreement, whether such operations be by the Independent Contractor or by anyone directly employed by or contracting with the Independent Contractor. The Independent Contractor shall maintain, during the life of this Agreement, comprehensive automobile liability insurance in the minimum amount of \$1,000,000 combined single limit for bodily injury and property damages liability to protect the Independent Contractor from claims for damages for bodily and personal injury, including death, as well as from claims for property damage, which may arise from the ownership, use, or maintenance of owned and non-owned automobiles, including rented automobiles whether such operations be by the Independent Contractor or by anyone directly or indirectly employed by the Independent Contractor. The insurance

required hereunder to be maintained by Independent Contractor must specifically include the City as an "Additional Insured."

- B. The Independent Contractor shall carry Workers' Compensation Insurance and Employer's Liability Insurance for all employees as required by Florida Statutes. In the event that a party does not carry Workers' Compensation Insurance and chooses not to obtain same, then such party shall in accordance with Section 440.05, Florida Statutes, apply for and obtain an exemption authorized by the Department of Insurance and shall provide a copy of such exemption to the City.
- C. The Independent Contractor shall obtain Event Cancellation Insurance, said insurance to be paid solely by the City.

ARTICLE XV. *FUND RAISING ACTIVITIES*

In the event that this Agreement covers fund raising activities the following conditions shall apply:

- A. All funds collected on behalf of the City will be donated in the name of the City and all checks must be made out to the City. All funds after expenses will be turned over to the City within seven (7) working days upon receipt of the funds by the Independent Contractor.
- B. The City reserves the right to accept or refuse any gift. The Independent Contractor will notify the City's representatives of such types of gifts and the final approval will be made by the City.
- C. The City shall pay the Independent Contractor twenty-percent (20%) commission of all funds specifically raised by the Independent Contractor. However, the City shall only pay the Independent Contractor ten-percent (10%) commission of all funds raised by the Independent Contractor derived from using the City's Sponsorship list. The City agrees to let Independent Contractor pre-approve the Sponsorship list submitted by the City. The City agrees to pay Independent Contractor all sponsorship commissions within 14 days from receipt of the accepted funds; including, but not limited to, any monetary gifts, donations, or sponsorships accepted by City.

ARTICLE XVI. *ACCESS AND AUDITS*

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

ARTICLE XVII. *WAIVER OF DEFAULT*

Any failure by City at any time or from time to time, to enforce or require the strict keeping and performance by Independent Contractor of any of the terms or conditions of this order shall not constitute a waiver by City of a breach of any such terms or conditions and shall not affect or impair such terms or conditions in any way, or the right of City at any time or avail itself of such terms or conditions.

ARTICLE XVIII. *TAXES*

Independent Contractor shall pay all contributions, taxes, and premiums payable under Federal, State, and local laws measured upon the payroll of employee engaged in the performance or work under this Agreement, and all sales, use, excise, transportation, privilege, occupational, and other taxes applicable to materials and supplies furnished or work performance hereunder and shall save City harmless from liability for any such contributions, premiums, and taxes.

ARTICLE XIX. *OTHER APPLICABLE LAWS*

Any provisions required being included in a contract of this type by any applicable and valid Federal, State or local law, ordinance, rule, or regulations shall be deemed to be incorporated herein. This Agreement shall be governed by Florida Law.

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AGREEMENT WITH THE CITY OF RIVIERA BEACH

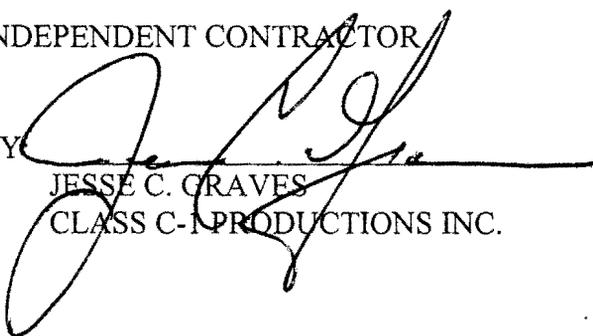
IN WITNESS WHEREOF, the Parties unto this agreement have set their hands and seals on the day and date first written above.

CITY OF RIVIERA BEACH

BY: 

MICHAEL D. BROWN,
MAYOR

INDEPENDENT CONTRACTOR

BY: 

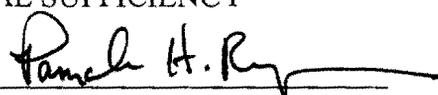
JESSE C. GRAVES
CLASS C-1 PRODUCTIONS INC.

ATTEST:

BY: 
_____ 10/19/05

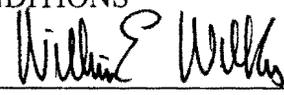
CARRIE E. WARD, MMC
CITY CLERK

APPROVED AS TO FORM AND
LEGAL SUFFICIENCY

BY: 

PAMALA H. RYAN
CITY ATTORNEY

APPROVED AS TO TERMS AND
CONDITIONS

BY: 

WILLIAM E. WILKINS
CITY MANAGER

DATE: 10/12/05

Addendum A

6th Annual Riviera Beach Jazz & Blues Festival

Fees and Project Related Expenses

The fee to provide the City of Riviera Beach with the comprehensive events management services, include, but is not limited to, on-site event week management, professional event managers, sponsor development and fundraising experts, media relations experts, vendor development and management, complete project coordination, and logistics implementation are as follows:

The City allocates \$200,000.00 seed for the Event, which will be paid to the Independent Contractor in respective increments upon submittal of invoices pertaining to expenses incurred for the Event. The City will pay the Independent Contractor \$40,000.00 retainer deposit fee due upon signing of this agreement. These specific invoices shall be paid only if they are billed directly from the specific service provider providing the specific service. The service provider providing the specific service can be, but is not limited to, the Independent Contractor and its subcontractors. The \$200,000.00 seed allows Independent Contractor the ability to secure line up immediately to secure additional sponsorship revenue, and begin the marketing efforts, and allocate initial retainer of \$40,000.00 due upon signing and billed, by the Independent Contractor, is inclusive of the \$200,000.00 seed.

The total amount to paid by City under this contract for all services and material including all out of pocket expenses shall not exceed the total amount of the projected budget of \$660,000.00 The Independent Contractor shall notify the City in writing when 90% of the not to exceed amount (\$660,000.00) has been reached. Sponsorships in the amount of \$400,000.00 should attempt to be committed by no later than March 1, 2006 for the Sixth Annual Festival, and the amount date for the Seventh Annual Festival to be determined. The Independent Contractor will bill the City monthly or otherwise provided for services rendered toward the completion of the Scope of Work. Where incremental billing for partially completed items is permitted, the total billing shall not exceed the exceed percentage of completion of the billing date.

*** (The increase in seed fee, initial retainer fee and budget is based off the advertising of this event, both regionally and nationally, the addition of the 5k run, and youth workshop and health fair)

The Independent Contractor is responsible for all major project related expenses such as, but not limited to, travel, entertainment, production, marketing, advertising, vending, sponsorship acquisition, ticketing, security, travel, event management, event logistics, conference calls, long distance calls and facsimiles, bulk copying, printing, honorarium, vendor contracts, and large or overnight mailings. The City fully understands that all above major project related expenses will be deducted from the overall projected budget. Any additional fees must be approved by the City before they are incurred or reimbursed.

C-1 Event Fee Detail

Client: City of Riviera Beach
Event Type: Jazz & Blues Festival
Expected Attendance: 10000-20000+
Lead manager: Jesse Graves
Date Created: September 28, 2005

Projected Event Budget: \$660,000.00
Sponsor Development: Yes
Budget: TBD
Period Covered: 12 months/24 months
Fee Type: Flat Fee Plus Commission

Projected Anticipated Revenue

Revenue Description

	Full Service
TICKET SALES-JAZZ	\$55,000.00
ADVANCED TICKET SALES JAZZ	\$60,000.00
PARKING FEES-JAZZ	\$9,000.00
VENDOR BOOTH SALES-JAZZ	\$30,000.00
SPONSORSHIPS-CC1-JAZZ	\$300,000.00
SOUVENIR SALES-JAZZ	\$6,000.00
SPONSORSHIP-CRB-CULTURAL EVENTS	\$200,000.00
Total	\$660,000.00

Projected Event Budget

Services

**Projected
Costs**

OVERTIME	\$40,000.00
PROF SERV-ENTERTAINMENT FEE	\$225,000.00
PROF SERVICES-EVENT Retainer Class C-1	\$40,000.00
Revenue raising percentage Class C-1	\$80,000.00
PRO SERVICES-SECURITY	\$10,000.00
TRAVEL	\$10,000.00
STAGE, SOUND, LIGHT SUPPORT	\$75,000.00
ADVERTISING/MARKETING	\$95,000.00
OPER. SUPPLIES-GENERAL	\$75,000.00
OPER. SMALL EQUIP/UTIL	\$10,000.00
Total	\$660,000.00
Total with 5k, Youth Camp, Health Fair	\$660,000.00

****NOTE: All event-related expenses must be approved by the City and Independent Contractor. Event week related expenses include, but are not limited to: transportation, hotel accommodation, telephonic services and meals.***

6th Annual Riviera Beach Jazz & Blues Festival
PROJECTED ARTIST LINE UP

Friday Night:

√Anita Baker or *Patti
Labelle
√Kirk Whalem
√Jonathan Butler
√Najee
√KEM
*Josh Stone
*Chris Botti
*Rashan Patterson
*Hall & Oates
*Keith Sweat
*Nancy Wilson

Saturday:

√Jill Scott
√Floetry
√Erykah Badu
√Roy Hargrove
√Ruby Baker
√Lalah Hathaway
√Michael Billups
√Michael Ward
√Rachelle Ferrell
*Keith Washington
*Michael McDonald
*India Arie

Comedians:

*Samara
*Razor
*Joe Torry
*Bill Bellamy

****Tentative artists to be confirmed****

√In negotiation with artists

All artists subject to confirmation due to availability
and price.

RESOLUTION NO. 188-05

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF RIVIERA BEACH, PALM BEACH COUNTY, FLORIDA, ESTABLISHING THE BUDGET FOR THE 6TH 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 \$20,000 FOR THE 6TH 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 3, 2005, at 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 6th 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 001-0203-509-0-5999 and establish a budget in the amount of \$20,000 as follows:

REVENUES

<u>FUND</u>	<u>CATEGORY</u>	<u>AMOUNT</u>
138-00-366910	Ticket Sales	\$ 2,000
138-00-366923	Donations/Sponsors	\$ 8,000
138-00-381001	Transfer from General Fund	<u>\$10,000</u>
		\$20,000

EXPENDITURES

<u>FUND</u>	<u>CATEGORY</u>	<u>AMOUNT</u>
138-0202-572-0-3106	Professional Services – other	\$ 3,500
138-0202-572-0-4403	Rent & Lease Equipment	\$11,000
138-0202-572-0-5201	Operating Supplies General	\$ 5,500
		\$20,000

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.

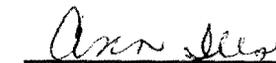
PASSED AND APPROVED this 19 day of October 2005.

APPROVED:

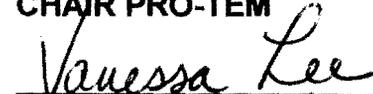

MICHAEL D. BROWN
MAYOR


ELIZABETH "LIZ" WADE
CHAIRPERSON

(MUNICIPAL SEAL)

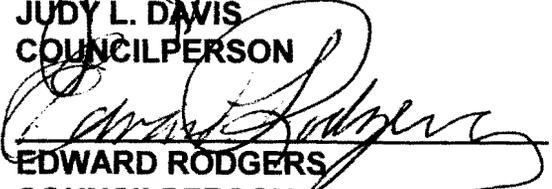

ANN ILES
CHAIR PRO-TEM

ATTEST:


VANESSA LEE
COUNCILPERSON


CARRIE E. WARD,
MASTER MUNICIPAL CLERK
CITY CLERK


JUDY L. DAVIS
COUNCILPERSON


EDWARD RODGERS
COUNCILPERSON

MOTIONED BY: J. DAVIS

SECONDED BY: V. LEE

E. WADE AYE

A. ILES AYE

V. LEE AYE

J. DAVIS AYE

E. RODGERS AYE

REVIEWED AS TO LEGAL SUFFICIENCY


PAMALA H. RYAN, CITY ATTORNEY

CITY OF RMIERA BEACH

DATE: 10/17/05

RESOLUTION NO. 187-05

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF RIVIERA BEACH, FLORIDA, APPROVING THE SALE AND ASSIGNMENT OF THE SOUTHEAST FLORIDA CABLE, INC. & ADELPHIA CABLEVISION OF WEST PALM BEACH III, LLC ("ADELPHIA") CABLE TELEVISION FRANCHISE, TO CABLE HOLDCO EXCHANGE II, LLC, A SUBSIDIARY OF TIME WARNER CABLE, LLC ("TWN") AND THE TRANSFER FROM TIME WARNER CABLE INC. TO PARNASSOS, L.P., A SUBSIDIARY OF COMCAST CORPORATION ("COMCAST"); OR, IN THE ALTERNATIVE DENYING THE CITY'S APPROVAL OF THE TRANSACTIONS DUE TO PROPOSED TRANSFEREE'S FAILURE TO COMPLY WITH CERTAIN CONDITIONS PRECEDENT; AND PROVIDING AN EFFECTIVE DATE.

WHEREAS, Adelphia is currently in Chapter 11 bankruptcy proceedings, and as a result, desires to transfer its cable system and its franchise agreements, including the cable television franchises granted by the City; and

WHEREAS, pursuant to an Asset Purchase Agreement dated April 20, 2005, between Adelphia and TWNY, the right to purchase the Adelphia cable system will be assigned by TWNY to a wholly owned subsidiary of TWNY, Cable Holdco II, which will purchase the cable system and Franchise (the "Adelphia Transaction"); and

WHEREAS, pursuant to an Exchange Agreement dated April 20, 2005, between Time Warner Cable, Inc. and Comcast, control of the franchisee Cable Holdco Exchange II LLC will be transferred to Parnassos, a then 100 percent indirect subsidiary of Comcast (the "Exchange Transaction"); and

WHEREAS, on June 16, 2005, the City of Riviera Beach, Florida (the "City"), received two FCC 394 applications requesting the City to consent to the Adelphia Transaction and the Exchange Transaction and the proposed sale and assignment of the Adelphia cable television Franchises to Cable Holdco II, a subsidiary of TWNY, and the subsequent transfer of control of Cable Holdco II to Parnassos, a subsidiary of Comcast; and

WHEREAS, pursuant to cable Ordinance No. 2861 of the City of Riviera Beach and the Adelphia Franchises granted thereunder, no such sale, assignment and transfer may occur without prior approval of the City Council; and

WHEREAS, pursuant to applicable federal law the City is required to take action to grant or deny the application within one hundred twenty (120) days of receipt or the application shall be automatically deemed approved; and

WHEREAS, it is the City's intent to take any and all appropriate action to avoid any such automatic approval; and

WHEREAS, the City has required that the Applicant fulfill the obligations of Ordinance No. 2861 and the Franchises and provide information on the proposed transaction including details regarding the legal, financial, and technical qualifications of the Transferee and such other information as may be in the public interest; and

WHEREAS, the City has relied on information provided by both the proposed Transferor and the Transferee; and

WHEREAS, the City has required a written "Cable Franchise Transfer Agreement" from Adelphia, Cable Holdco II, TWNY, and Parnassos, a subsidiary of Comcast of the terms and conditions of this Resolution and the Franchise as a condition precedent to the adoption of this Resolution (Cable Franchise Transfer Agreement attached hereto as Exhibit A).

NOW, T HEREFOR E, B E I T R E S O L V E D B Y T H E C I T Y C O U N C I L O F T H E C I T Y O F R I V I E R A B E A C H, T H A T:

Section 1. The City of Riviera Beach hereby consents to the sale and assignment and contemporaneous transfer of the Adelphia cable television Franchises from Adelphia to Cable Holdco II a subsidiary of TWNY, and the subsequent change of control of Cable Holdco II from TWC to Parnassos, a subsidiary of Comcast, on the condition that within ten (10) business days of adoption of this Resolution by the City Council, the City is in receipt of an executed Cable Franchise Transfer Agreement in the form attached hereto. In the event the City does not receive the executed Cable Franchise Transfer Agreement within ten (10) business days, the condition precedent will not have been satisfied and this Resolution will act as a denial without waiving any of the City's rights pursuant to applicable federal law, thereby avoiding automatic approval.

Section 2. The consent granted herein does not constitute and should not be construed to constitute a waiver or release of any obligations of Adelphia under the Cable Ordinance and the cable television Franchise granted pursuant to the Cable Ordinance, and transferred pursuant to Resolution____, until such time and except to the extent that such obligations become the obligations of Transferee as a result of the transfer.

Section 3. The consent granted herein does not constitute and should not be construed to constitute a waiver or release of any obligations of Cable Holdco II under the Cable Ordinance and the Franchise transferred pursuant to Resolution____, except to the extent such obligations are satisfied by Adelphia.

Section 4. The consent granted herein does not and should not be construed to constitute a waiver of any right of the City under and any applicable federal, state and local law including, but not limited to Ordinance No. 2861 and the cable television Franchises; and further, this consent shall not prejudice the City's rights with respect to the enforcement, renewal or subsequent transfer of the cable television Franchises and any amendments thereto or agreements in connection therewith.

Section 5. The consent granted herein is conditioned upon execution by all named parties of the Cable Franchise Transfer Agreement attached hereto and incorporated herein as Exhibit A.

Section 6. Notwithstanding anything to the contrary, if the City is not in receipt of the executed Cable Franchise Transfer Agreement in the form attached hereto within the timeframe required by Section 1 hereof, the City hereby denies the pending application to sell and assign the cable franchise currently held by Adelphia to Cable Holdco II, a subsidiary of TWNY and the subsequent transfer of control of Cable Holdco II to Parnassos, a subsidiary of Comcast.

Section 7. In the event of a denial of the pending application pursuant to Section 6 above nothing herein shall be deemed a waiver of the parties' right to re-submit said application to the City.

Section 8. The City hereby reserves all of its rights pursuant to federal, state and local law including, but not limited to the rights in (a) the Franchise renewal process (b) the Franchise transfer process including, but not limited to, the right to act upon any application to sell, assign or otherwise transfer controlling ownership of the cable system; (c) the enforcement of the current Ordinance No. 2861, and the current cable television Franchises and (d) any and all proceedings in connection with the Adelphia Bankruptcy including but not limited to the right to receive and dispute any cure notices issued pursuant to such proceedings

Section 9. The consent granted herein is subject to the Transferee's compliance with all other applicable legal requirements and the City does not waive and expressly reserves the right to enforce any non-compliance with the applicable Ordinance(s) and Franchise requirements that arise subsequent to the closing of the Adelphia Transaction and the Exchange Transaction.

Section 10. This Resolution shall become effective upon passage and approval by the City Council.

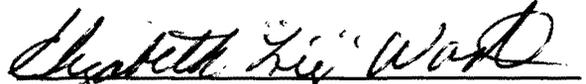
RESOLUTION NO. 187-05

PAGE 4

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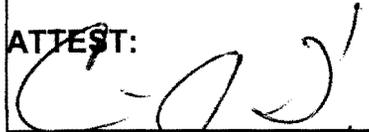


MICHAEL D. BROWN
MAYOR

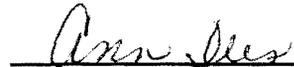


ELIZABETH "LIZ" WADE
CHAIRPERSON

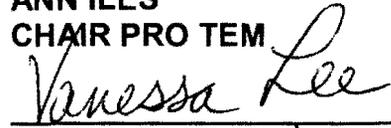
ATTEST:



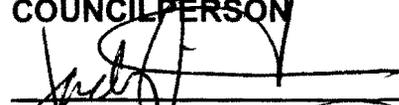
CARRIE E. WARD,
MASTER MUNICIPAL CLERK
CITY CLERK



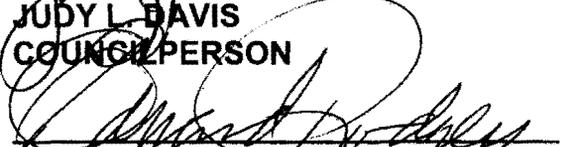
ANN ILES
CHAIR PRO TEM



VANESSA LEE
COUNCILPERSON



JUDY L. DAVIS
COUNCILPERSON



EDWARD RODGERS
COUNCILPERSON

MOTIONED BY: A. ILES

SECONDED BY: J. DAVIS

E. WADE: AYE

A. ILES: AYE

V. LEE: AYE

J. DAVIS: AYE

E. RODGERS: AYE

REVIEWED AS TO LEGAL SUFFICIENCY

PAMALA HANNA RYAN, CITY ATTORNEY

DATE: _____

RESOLUTION NO. 186-05

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF RIVIERA BEACH, PALM BEACH COUNTY, FLORIDA, AWARDBING BID NO. 10305 FOR THE INSTALLATION OF TILE FLOORING AT VARIOUS MUNICIPAL FACILITIES TO TANCEGO CONSTRUCTION OF MIAMI, FLORIDA IN THE AMOUNT OF \$86,804; AND AUTHORIZING THE FINANCE DIRECTOR TO APPROPRIATE GENERAL FUND, FUND BALANCE AND TO INCREASE THE EXECUTIVE CAPITAL BUILDING ACCOUNT 001-0203-519-0-6251 IN THE AMOUNT OF \$29,783.00 TO FINANCE THE PORTION OF THE PROJECT NOT REIMBURSED BY INSURANCE WITH THE BALANCE TO BE PAID BY THE CITY'S INSURANCE CARRIER IN SATISFACTION OF DAMAGE CLAIMS RELATED TO HURRICANES FRANCES AND JEANNE; AND PROVIDING AN EFFECTIVE DATE.

WHEREAS, many municipal offices sustained substantial water damage to existing carpet flooring as a result of Hurricanes Frances and Jeanne; and

WHEREAS, the water damaged flooring was removed and a decision was made to replace the damaged flooring with tile as a mitigation measure against future water damage and as a low maintenance, long term - cost effective solution to carpet; and

WHEREAS, the City's insurance carrier has agreed to reimburse the City in an amount (\$ 57,021.00) equal to the cost to replace the damaged flooring with similar flooring (carpet).

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

SECTION 1. The City Council awards Bid #10305 for the installation of tile flooring to Tancego Construction of Miami, Florida in the amount in the amount of \$86, 804.00

SECTION 2. The Finance Director is authorized to make payment for the portion of the flooring project not reimbursed by the City's insurance carrier in the amount of \$29,783.00.

SECTION 3. The finance director is authorized to appropriate fund balance in the General Fund (001) as Follows:

Revenue:		
001-00-399999	General Fund – Fund Balance	\$29,783
Expenditures:		
001-0203-5190-0-6251	Capital Buildings	\$29,783

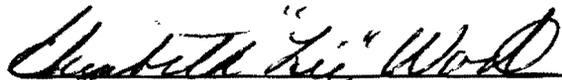
SECTION 3. This Resolution shall take effect upon its passage and approval by the City Council.

PASSED AND APPROVED this 19TH day of OCTOBER 2005

APPROVED:



MICHAEL D. BROWN
MAYOR

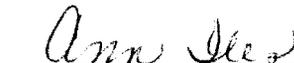


ELIZABETH "LIZ" WADE
CHAIRPERSON

ATTEST:



CARRIE E. WARD,
MASTER MUNICIPAL CLERK
CITY CLERK



ANN ILES
CHAIR PRO TEM



VANESSA LEE
COUNCILPERSON



JUDY L. DAVIS
COUNCILPERSON



EDWARD RODGERS
COUNCILPERSON

MOTIONED BY: A. ILES

SECONDED BY: V. LEE

V. LEE: AYE

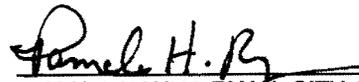
J. DAVIS: AYE

E. WADE: AYE

E. RODGERS: AYE

A. ILES: AYE

REVIEWED AS TO LEGAL SUFFICIENCY



PAMALA HANNA RYAN, CITY ATTORNEY

DATE: 10/12/05

RESOLUTION NO. 185-05

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF RIVIERA BEACH, PALM BEACH COUNTY, FLORIDA, AUTHORIZING THE FINANCE DIRECTOR TO APPROPRIATE GENERAL FUND, FUND BALANCE AND INCREASE THE RECREATION AND PARKS CAPITAL BUILDING ACCOUNT NO. 001-1234-572-0-6251 IN THE AMOUNT OF 49,468.00 TO PAY FOR THE PURCHASE AND INSTALLATION OF 36 COMMERCIAL GRADE, IMPACT RESISTANT WINDOWS FOR THE GYM AT WELLS RECREATION CENTER; AUTHORIZING THE FINANCE DIRECTOR TO MAKE PAYMENT TO NORANDEX OF 1701 AUSTRALIAN AVENUE, RIVIERA BEACH, FLORIDA IN THE AMOUNT OF \$25,468.00 AND TO LYNCH CONSTRUCTION OF 1835 NORTH CONGRESS AVENUE, WEST PALM BEACH, FLORIDA IN THE AMOUNT OF \$24,000.00; AND PROVIDING AN EFFECTIVE DATE.

WHEREAS, the windows in the gym at Wells Recreation Center are in need of replacement; and

WHEREAS, City Council accepts the recommendation of staff to purchase the needed windows directly from the local distributor (Norandex) and to have the windows professionally installed by a local General Contractor (Lynch Construction).

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

SECTION 1. Staff is authorized to proceed with the window replacement project for Well's Gym as recommended.

SECTION 2. The Finance Director is authorized to appropriate fund balance in the General Fund (001) as follows:

Revenue:		
001-00-399999	General Fund – Fund Balance	\$ 49, 468.00
Expenditures:		
001-1234-572-0-6251	Capital Buildings	\$ 49,468.00

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

PASSED AND APPROVED this 19TH day of OCTOBER, 2005

RESOLUTION NO. 185-05
PAGE 2.

APPROVED:



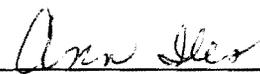
MICHAEL D. BROWN
MAYOR



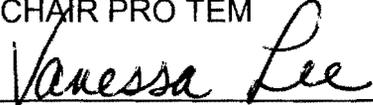
ELIZABETH "LIZ" WADE
CHAIRPERSON

ATTEST:

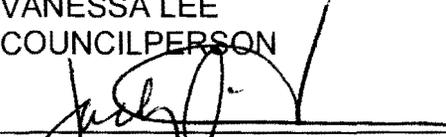

CARRIE E. WARD,
MASTER MUNICIPAL CLERK
CITY CLERK



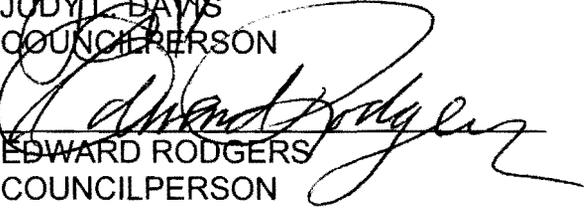
ANN ILES
CHAIR PRO TEM



VANESSA LEE
COUNCILPERSON

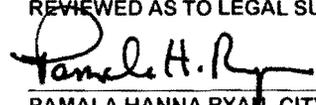


JUDY L. DAVIS
COUNCILPERSON



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: 10/12/05

RESOLUTION NO.: 184-05

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF RIVIERA BEACH, PALM BEACH COUNTY, FLORIDA, ACCEPTING THE RECOMMENDATION OF STAFF AND AUTHORIZING THE FINANCE DIRECTOR TO INCREASE THE PROJECT BUDGET FOR DAN CALLOWAY PHASE I IMPROVEMENTS IN THE AMOUNT OF \$155,000 TO FINANCE LANDSCAPING, CONCESSION EQUIPMENT AND PAYMENTS TO FLORIDA POWER & LIGHT FOR THE RELOCATION OF ELECTRICAL UTILITIES; AUTHORIZING THE FINANCE DIRECTOR TO APPROPRIATE \$85,000 FROM THE COMMERCIAL PAPER LOAN AND \$70,000 FROM THE CAPITAL IMPACT FEE FUND (303) TO FINANCE THE SAME; AND ESTABLISHING A BUDGET AND PROVIDING AN EFFECTIVE DATE.

WHEREAS, the City Council accepts the recommendation of staff to increase the project budget for the Dan Calloway Recreation Center Phase I Improvements to provide for additional landscaping, concession equipment and the relocation of public utilities.

WHEREAS, sufficient funding for the required budget increase is available in the Capital Impact Fee Fund (303) and the Commercial Paper Loan Fund (309).

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

SECTION 1. That the City Manager is authorized to initiate and execute an owner requested change order in the amount of \$100,000.00 for additional landscaping for Dan Calloway.

SECTION 2. That the Finance Director is authorized to increase the project budget in the amount of \$155,000.00 and to expend same for Dan Calloway Phase I Improvements as Follows: 1) Enhanced landscaping (\$100,000), 2) Concession equipment (\$25,000) 3) Relocation of electrical utilities (\$30,000)

SECTION 3. That the Finance Director is authorized to appropriate fund balance in the Capital Impact Fee fund (303) and the Commercial Paper Loan fund (309) as follows:

Revenue:		
303-00-399999: Capital Impact Fee Loan Fund – Fund Balance		\$70,000.00
309-00-399999: Commercial Paper Loan Fund-Fund Balance		\$85,000.00
Expenditures:		
303-1234-5720-0-6351: Capital Improv. Other Than Blds.		\$70,000.00
309-1234-5720-0-6351: Capital Improv. Other Than Blds.		\$85,000.00

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

PASSED AND APPROVED this 19 day of October 2005

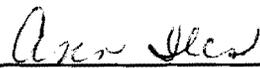
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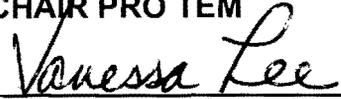

MICHAEL D. BROWN
MAYOR

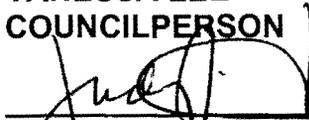

ELIZABETH "LIZ" WADE
CHAIRPERSON

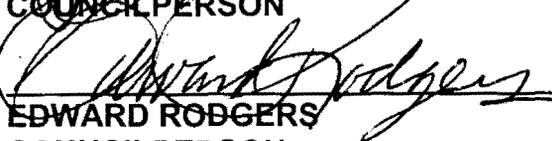
ATTEST:


CARRIE E. WARD,
MASTER MUNICIPAL CLERK
CITY CLERK


ANN ILES
CHAIR PRO TEM


VANESSA LEE
COUNCILPERSON


JUDY L. DAVIS
COUNCILPERSON


EDWARD RODGERS
COUNCILPERSON

MOTIONED BY: V. LEE

SECONDED BY: J. DAVIS

V. LEE: AYE

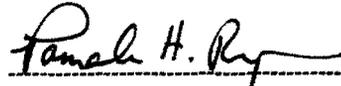
J. DAVIS: AYE

E. WADE: AYE

E. RODGERS: AYE

A. ILES: AYE

REVIEWED AS TO LEGAL SUFFICIENCY


PAMALA HANNA RYAN, CITY ATTORNEY

RESOLUTION NO. 183-05

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF RIVIERA BEACH, PALM BEACH COUNTY, FLORIDA, AUTHORIZING ARTHUR J. GALLAGHER & COMPANY – MIAMI TO PLACE THE APPROPRIATE COVERAGES, AND AUTHORIZING THE FINANCE DIRECTOR TO MAKE PAYMENTS FROM THE INSURANCE LIABILITY FUND ACCOUNT NO. 602-0539-513-0-3101 UP TO THE AMOUNT OF \$2,480,000 TO ARTHUR J. GALLAGHER & COMPANY – MIAMI FOR RISK PACKAGE FIXED COSTS.

WHEREAS, the City is in need of its Worker's Compensation/Liability and Property/Casualty Protected Self-Insurance Program to be renewed for one year (2005-2006); and,

WHEREAS, a proposal from Arthur J. Gallagher & Company – Miami/Gallagher Bassett Services provides the costs and services which best serve the City of Riviera Beach's interest at a total fixed cost not to exceed \$2,480,000; 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 Arthur J. Gallagher & Company – Miami provide a comprehensive protected Self-Insurance Program and place coverages as appropriate.

SECTION 2. That the Finance Director is authorized to make payments from Account Numbers 602-0539-513-0-1405 (4501) (4508) in the total amount not exceeding \$2,480,000 to Arthur J. Gallagher & Company – Miami for risk package fixed costs.

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

PASSED AND APPROVED this 19th day of October, 2005.

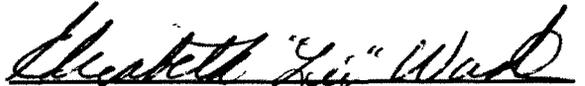
RESOLUTION NO. 183-05

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APPROVED:



MICHAEL D. BROWN
MAYOR

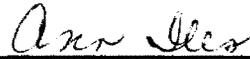


ELIZABETH "LIZ" WADE
CHAIRPERSON

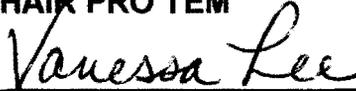
ATTEST:



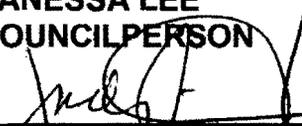
CARRIE E. WARD,
MASTER MUNICIPAL CLERK
CITY CLERK



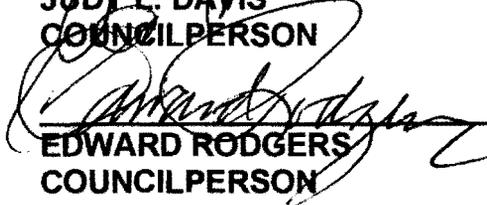
ANN ILES
CHAIR PRO TEM



VANESSA LEE
COUNCILPERSON



JUDY L. DAVIS
COUNCILPERSON



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: 10/12/05

RESOLUTION NO. 182-05

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF RIVIERA BEACH, PALM BEACH COUNTY, FLORIDA, AUTHORIZING THE MAYOR AND CITY CLERK TO EXECUTE AN AGREEMENT BETWEEN THE CITY OF RIVIERA BEACH AND AIG VALIC, A 457 DEFERRED COMPENSATION PROGRAM AND PROVIDING AN EFFECTIVE DATE.

WHEREAS, the City of Riviera Beach has for its employees a 457 deferred compensation benefit program through Nationwide; and

WHEREAS, the City of Riviera Beach would like to provide a choice by employees to enroll in another 457 deferred compensation benefits program.

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

SECTION 1. That the City of Riviera Beach will offer another 457 deferred compensation benefit program to its employees through AIG Valic.

SECTION 2. That the City Council authorizes the Mayor and City Clerk to sign an agreement between AIG VALIC and the City of Riviera Beach.

SECTION 3. That AIG VALIC 457 Deferred Compensation program shall become effective January 1, 2006.

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

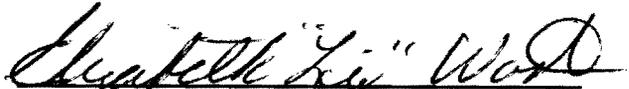
PASSED AND APPROVED this 19th day of October, 2005.

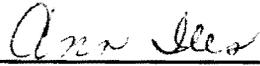
RESOLUTION NO. 182-05

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APPROVED:

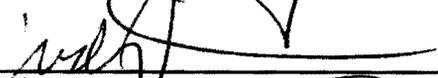

MICHAEL D. BROWN
MAYOR


ELIZABETH "LIZ" WADE
CHAIRPERSON

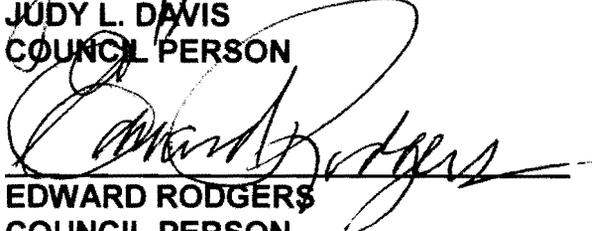

ANN ILES
CHAIRPERSON PRO TEM

ATTEST:


VANESSA LEE
COUNCIL PERSON


JUDY L. DAVIS
COUNCIL PERSON


CARRIE E. WARD
MASTER MUNICIPAL CLERK
CITY CLERK


EDWARD RODGERS
COUNCIL PERSON

Motioned by: J. Davis

Seconded by: A. Iles

E. WADE: aye

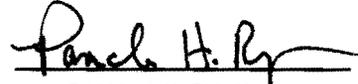
A. ILES: aye

V. LEE: aye

J. DAVIS: aye

E. RODGERS: aye

REVIEWED AS TO LEGAL SUFFICIENCY


PAMALA H. RYAN
CITY ATTORNEY

DATE 10/12/05

IV. Amendment: Except as otherwise provided herein, any amendments to this Agreement or to the Plan Document Addendum (except as otherwise provided in Section II hereof) must be in writing and signed by the Employer and, as applicable, Service Provider, Custodian or Trustee.

V. Entire Agreement: Executed by the authorized representatives of the parties, this Agreement together with the referenced Addenda constitutes the entire intent of the parties hereto, and supersedes all prior agreements and understandings, both written and oral, between the parties with respect to the subject matter of the Agreement.

By signature below, the duly authorized representative of Employer acknowledges and represents that Employer has read and understands the terms and conditions of the Agreement and agrees to be legally bound by such terms and conditions.

EMPLOYER:



Signature

PRINT NAME: MICHAEL D. BROWN

TITLE: MAYOR

DATE: _____

SERVICE PROVIDER:



AIG VALIC Home Office Signature

PRINT NAME: DAVID M. ALLEN

TITLE: Dist. Manager

DATE: 8/3/05



Signature

PRINT NAME: CARRIE E. WARD

TITLE: CITY CLER, MMC

DATE: 10/19/2005

REVIEWED FOR LEGAL SUFFICIENCY



CITY ATTORNEY

CITY OF RIVIERA BEACH

DATE: 10/12/05

VALIC ADMINISTRATIVE SERVICES ADDENDUM

I. VALIC Responsibilities: Employer designates The Variable Annuity Life Insurance Company ("VALIC" or "Service Provider") its agent to perform the services outlined in this Administrative Services Addendum and deposit income tax amounts as required by law. VALIC's undertaking to provide administrative services hereunder is limited to those amounts of deferred compensation under the Plan that the Employer has invested in annuity contracts issued by VALIC. VALIC shall furnish periodic confirmation statements of account showing activity and the total value of each Participant's account(s) to the Participant. VALIC shall compute and deduct income taxes required by law to be withheld for all distributions. VALIC shall issue the disbursements in accordance with the provisions of the Annuity Contract and the Plan at the direction of and in amounts specified by the Employer. Such disbursements shall be made payable and mailed to Participants. Disbursements shall be made from the account maintained by VALIC on behalf of the Employer in accordance with the terms of the Annuity Contract and the Plan; provided, however, that if the Employer terminates the Annuity Contract, VALIC shall be obligated to make disbursements only to the extent that funds are still available in the account of the Employer. VALIC shall compute and deduct income taxes required by law to be withheld from distributions from the Plan, and for distributions prior to January 1, 2002, such determinations shall be made under the wage bracket method for all distributions. A report of such withheld taxes will be forwarded by VALIC to the Internal Revenue Service within the time prescribed by law. For distributions prior to January 1, 2002, Employer agrees to furnish VALIC a properly completed Withholding Allowance Certificate (Form W-4) for each Participant receiving a disbursement subject to the wage bracket method of withholding. VALIC will not withhold Federal income tax for any employee who claims an exemption from withholding on Form W-4 by indicating no tax liability for the preceding year and none expected for the current year. VALIC shall furnish to each Participant tax reporting form(s) required by the applicable taxing authority including a statement of gross amounts paid to the Participant and the amount of federal, state and local income tax withheld by VALIC, if any. VALIC shall furnish to the Employer, upon request, annual and semi-annual reports for The Variable Annuity Life Insurance Company Separate Account(s) for distribution to Participants. VALIC shall establish and maintain records of notifications from Employer concerning Participants who are to receive disbursements, gross payments under the Administrative Services Addendum, amounts of federal, state and local income withheld by VALIC on behalf of the Employer and reports of such income and deposits filed with the appropriate governmental agencies by VALIC on behalf of the Employer.

II. Employer Responsibilities: For distributions prior to January 1, 2002, and for any other distributions to which this requirement may apply on or after January 1, 2002, the Employer shall complete and sign all forms necessary for VALIC's appointment as agent with the Internal Revenue Service, or where applicable, those forms that release VALIC of said appointment. The Employer shall forward a Participant's deferred compensation to VALIC within the time limitations imposed by applicable Federal and/or state law. The Employer shall notify VALIC in writing of all Participant information requested by VALIC, including, but not limited to, age, Social Security number and

beneficiary information. The Employer shall direct VALIC to make benefit payments under the Plan in accordance with the payment option specified by the Employer or Participant and shall supply VALIC with the amount of the account to be distributed. The Employer shall be responsible for approval of all requests for unforeseeable emergency withdrawals under the Plan and direct VALIC to make approved disbursements in amounts specified by the Employer. To this end, Employer has reviewed VALIC'S Unforeseeable Emergency Withdrawal procedures and, having determined such procedures to be consistent with the terms of the Plan, hereby adopts such procedures and delegates the ministerial determination function to VALIC. By signature on the Agreement, Employer approves all unforeseeable emergency withdrawal requests made and processed in accordance with VALIC'S procedures adopted by Employer for the Plan.

III. No Additional Cost: The services rendered by VALIC pursuant to this VALIC Administrative Services Addendum shall be performed without additional cost to the Participants other than administrative and sales charges provided for in the Annuity Contract.

IV. Information: VALIC relies on the information provided to it by the Employer or Participant, and VALIC will not be responsible for claims resulting from the use by VALIC of any incorrect or misleading information provided to it by the Employer or Participant.

V. Definitions: Capitalized terms in this VALIC Administrative Services Addendum are defined terms, the definitions of which are found in the Agreement.

VI. Assignment: This VALIC Administrative Services Addendum may not be assigned without the written consent of the other party.

VII. Notice: Any notice provided for herein shall be in writing and shall be deemed to have been given when received by personal delivery or United States mail addressed to the Employer at the address in Section I of the General Terms herein or to VALIC at the address below:

Client Services
The Variable Annuity Life Insurance Company
2929 Allen Parkway
Houston, TX 77019

VIII. Termination: This VALIC Administrative Services Addendum may be terminated by either party upon sixty (60) days' written notice to the other party of the intent to terminate. Upon any such termination, VALIC shall deliver to the Employer all records and reports required by this VALIC Administrative Services Addendum.

**PLAN DOCUMENT ADDENDUM
(Governmental)**

ARTICLE I. INTRODUCTION

The Employer hereby establishes the Deferred Compensation Plan, hereinafter referred to as the "Plan," as of the effective date set forth in Section II of the General Terms herein. The Plan is intended to be an eligible deferred compensation plan under section 457 of the Internal Revenue Code of 1986, as amended. The primary purpose of this Plan is to attract and retain qualified personnel by permitting them to provide for benefits in the event of their retirement or death. Nothing contained in this Plan shall be deemed to constitute an employment agreement between any Participant and the Employer and nothing contained herein shall be deemed to give any Participant any right to be retained in the employ of the Employer.

ARTICLE II. DEFINITIONS

- 2.01 Account: The account maintained for each Participant reflecting the cumulative amount of each Participant's Deferred Compensation, including any income, gains, losses, or increases or decreases in market value attributable to the investment of the Participant's Deferred Compensation, and further reflecting any distributions to the Participant or the Beneficiary and any fees or expenses charged against the Participant's Deferred Compensation.
- 2.02 Annuity Contract: If selected by the Employer as an investment option, one or more group fixed, variable or combination fixed and variable annuity contracts issued by The Variable Annuity Life Insurance Company (VALIC) and approved for sale in the Employer's state, or by another insurance company qualified to do business in the Employer's state, which provides for periodic payments at regular intervals, whether for a period certain or during one or more lives, and which are non-transferable.
- 2.03 Beneficiary or Beneficiaries: The person or persons designated by the Participant in his Deferred Compensation Agreement who shall receive any benefits payable hereunder in the event of the Participant's death. If more than one designated Beneficiary survives the Participant, payments shall be made equally to the surviving Beneficiaries, unless otherwise provided in the Deferred Compensation Agreement. If no Beneficiary is designated in the Deferred Compensation Agreement or if no designated Beneficiary survives the Participant, then the estate of the Participant shall be the Beneficiary. However, a Participant may designate a contingent Beneficiary (or Beneficiaries) who shall become the primary Beneficiary (or Beneficiaries) under this Plan in the event that no primary Beneficiary survives the Participant.

- 2.04 Code: The Internal Revenue Code of 1986, as amended, and regulations thereunder.
- 2.05 Deferred Compensation: The amount of Normal Compensation otherwise payable to the Participant that the Participant and the Employer mutually agree to defer hereunder, any amount credited to a Participant's Account by reason of a transfer under Section 8.01, or any other amount that the Employer agrees to credit to a Participant's Account and that does not exceed the Maximum Limitation.
- 2.06 Deferred Compensation Agreement: An agreement entered into between a Participant and the Employer and any amendments or modifications thereof, which agreement shall fix the amount of Deferred Compensation; establish the time when the payment of benefits shall commence, if required by the Code, for Deferred Compensation Agreements effective prior to January 1, 2002; specify the Participant's investment selection with respect to his Deferred Compensation; designate the Participant's Beneficiary or Beneficiaries and incorporate the terms, conditions, and provisions of this Plan by reference.
- 2.07 Eligible Retirement Plan: A plan described in section 402(c)(8)(B) to which an Eligible Rollover Distribution may be transferred pursuant to section 457(e)(16) of the Code.
- 2.08 Eligible Rollover Distribution: A qualifying distribution to a Participant, or to a spousal beneficiary of a deceased Participant, that is described in section 402(c)(4) of the Code.
- 2.09 Employee: Any individual, whether appointed, elected or under contract, providing services for the Employer for which compensation is paid.
- 2.10 Includible Compensation: The amount of compensation payable to a Participant from the Employer that is includible in the Participant's gross income for federal income tax purposes. Such term does not include any amount excludible from gross income under this Plan or any other plan described in section 457(b) of the Code or any other amount excludible from gross income for federal income tax purposes. Includible gross income shall be determined without regard to any community property laws.
- 2.11 Maximum Limitation: The maximum amount that may be deferred under this Plan (other than rollover amounts described in Section 8.03) for the taxable year of a Participant. Such amount shall be either the Normal Limitation or Catch-Up Limitation, whichever is applicable.

- (a) Normal Limitation: The maximum amount deferred shall not exceed the lesser of the applicable dollar amount (as described in Section 2.11(c) below) or 100% of the Participant's Includible Compensation, as adjusted by Section 2.11(d) below. [Ordinarily this limit shall be the equivalent of the lesser of the applicable dollar amount (as described in Section 2.11(c) below) or 50% of Normal Compensation, assuming no other pre-tax reductions apply under Section 2.10.] Notwithstanding the preceding provisions of this paragraph, for calendar years prior to 2002, the maximum amount deferred shall not exceed such limit or limits in effect for the applicable year pursuant to section 457 of the Code.
- (b) Catch-Up Limitation: For each one of the last three (3) taxable years of a Participant ending before the Participant's attainment of Normal Retirement Age, the maximum amount deferred for each such year shall be the lesser of:
- (1) twice the applicable dollar amount (as described in Section 2.11(c) below); or
 - (2) the sum of the Normal Limitation, plus that portion of the Normal Limitation not used in each of the prior taxable years of the Participant commencing after 1978 in which (i) the Participant was eligible to participate in this Plan or the plan of another employer, and (ii) compensation deferred under this Plan (or such other plan) was subject to the deferral limitations set forth in this section.

A Participant may utilize the Catch-Up Limitation only if the Participant has not previously utilized it with respect to a different Normal Retirement Age under this Plan or any other plan.

For years prior to 2002, the limit under this paragraph (b) for any year shall not exceed \$15,000.

- (c) Applicable Dollar Amount. For contributions in 2002 and in subsequent years, the applicable dollar amount shall be the amount determined in accordance with the following table:

<u>For taxable years beginning in calendar year:</u>	<u>The applicable dollar amount:</u>
2002	\$11,000
2003	\$12,000
2004	\$13,000
2005	\$14,000
2006 or thereafter	\$15,000

In the case of taxable years beginning after December 31, 2006, the applicable dollar amount will be adjusted for cost-of-living increases in accordance with section 457(e)(15) of the Code.

- (d) Coordination with Other Plans. For contribution years prior to 2002, the amount excludible from a Participant's gross income for any taxable year under this Plan or any other plan under section 457(b) of the Code shall not exceed \$7,500 (as adjusted for cost-of-living increases in accordance with section 457(e)(15) of the Code) or such greater amount allowed under paragraph (b) of this section, less any amount excluded from gross income under sections 403(b), 402(e)(3), or 402(h)(1)(B) or (k) of the Code, or any amount with respect to which a deduction is allowable by reason of a contribution to an organization under section 501(c)(18) of the Code.
- (e) Age-Based Catch-Up Contributions. In addition to any other limit set forth in this section, and subject to any limitations that may be imposed under present or future federal tax laws and rules, a Participant who has attained age 50 may contribute an additional amount in such year or a subsequent year, according to the following schedule:

<u>Year of Contribution:</u>	<u>Additional Catch-Up Amount:</u>
Prior to 2002	\$ 0
2002	\$1,000
2003	\$2,000
2004	\$3,000
2005	\$4,000
2006 and later	\$5,000

In the case of taxable years beginning after December 31, 2006, the additional catch-up amount will be adjusted for cost-of-living increases in accordance with section 414(v)(2)(C) of the Code.

A Participant may not make an age-based catch-up contribution in any year in which the Participant may utilize the Catch-Up Limitation in paragraph (b) above.

- 2.12 Normal Compensation: The amount of compensation that would be payable to a Participant by the Employer if no Deferred Compensation Agreement were in effect to defer compensation under this Plan.
- 2.13 Normal Retirement Age: Age 70½, unless the Participant has elected an alternative Normal Retirement Age by written instrument delivered to the Employer prior to Severance from Employment. A Participant's Normal

Retirement Age determines the period during which a Participant may utilize the Catch-Up Limitation of Section 2.11(b) hereunder.

Once a Participant has to any extent utilized the Catch-Up Limitation of Section 2.11(b), his Normal Retirement Age may not be changed.

A Participant's alternative Normal Retirement Age may not be earlier than the earliest date that the Participant will become eligible to retire and receive unreduced retirement benefits under the Employer's basic retirement plan covering that Participant and may not be later than the calendar year in which the Participant attains age 70½.

If a Participant continues employment after attaining age 70½ not having previously elected an alternative Normal Retirement Age, the Participant's alternative Normal Retirement Age shall not be later than the mandatory retirement age, if any, established by the Employer or the age at which the Participant actually severs employment if the Employer has no mandatory retirement age.

If the Participant will not be eligible to receive benefits under a basic retirement plan maintained by the Employer, the Participant's Normal Retirement Age may not be earlier than attainment of age 55 and may not be later than the calendar year in which the Participant attains age 70½.

- 2.14 Participant: Any Employee who has enrolled in this Plan pursuant to the requirements of Article IV.
- 2.15 Plan Year: The 12-month period commencing each January 1 and ending on the following December 31.
- 2.16 Retirement: The first date upon which each of the following shall have occurred: Severance from Employment and attainment of age 65.
- 2.17 Severance from Employment: Termination of the Participant's employment relationship with the Employer. For years prior to 2002, references in this Plan to Severance from Employment shall mean the Participant's severance of the Participant's employment with the Employer, within the meaning of section 402(d)(4)(A)(iii), rather than termination of the Participant's employment relationship with the Employer.
- 2.18 Service Provider. The Variable Annuity Life Insurance Company or such other entity as the Employer designates to perform administrative services under this Plan.

ARTICLE III. ADMINISTRATION

- 3.01 Plan Administrator. This Plan shall be administered by the Employer or one or more persons designated by the Employer. The Plan Administrator, if other than the Employer, shall act as the agent of the Employer in all matters concerning the administration of this Plan. The Plan Administrator shall have full power to adopt, amend, and revoke such rules and regulations consistent with and as may be necessary to implement this Plan, to enter into contracts on behalf of the Employer under this Plan, and to make discretionary decisions affecting the rights or benefits of Participants under Section 6.07 of this Plan.
- 3.02 Employee with Administrative Responsibilities. Any Employee who is charged with administrative responsibilities hereunder may participate in the Plan under the same terms and conditions as apply to other Employees. However, he shall not have the power to participate in any discretionary action taken with respect to his participation under Section 6.07 of this Plan.
- 3.03 Administrative Services. The Employer may enter into an agreement with a Service Provider to provide nondiscretionary administrative services under this Plan for the convenience of the Employer, including, but not limited to, the enrollment of Employees as Participants, the maintenance of Accounts and other records, the making of periodic reports to Participants, and the disbursement of benefits to Participants.

ARTICLE IV. PARTICIPATION IN THE PLAN

- 4.01 Participant. An Employee becomes a Participant when he has executed and entered into a Deferred Compensation Agreement with the Employer.
- 4.02 Enrollment in the Plan. An Employee may become a Participant as of the first day of any calendar month by entering into a Deferred Compensation Agreement with respect to compensation not yet earned. A new Employee may become a Participant on the first day of employment by entering into a Deferred Compensation Agreement on or before the first day of employment with respect to compensation not yet earned. The Deferred Compensation Agreement shall defer compensation not yet earned, and each Deferred Compensation Agreement must be made before the beginning of the month in which it is to become effective or, with respect to a new employee, on or before the first day of employment.
- 4.03 Minimum Deferral Amount. At the time of entering into or amending a Deferred Compensation Agreement hereunder, a Participant must agree to defer a minimum periodic amount as specified by the Plan Administrator.

- 4.04 Change in Amount of Deferred Compensation or Beneficiary. A Participant may not amend or modify an executed Deferred Compensation Agreement to change the amount of Deferred Compensation except with respect to compensation to be earned in the subsequent calendar month and provided that notice is given prior to the beginning of the month for which such change is to be effective. A Participant may change the Beneficiary designated in his Deferred Compensation Agreement at any time by giving written notice to the Plan Administrator.
- 4.05 Revocation of Deferred Compensation Agreement. A Participant may revoke his Deferred Compensation Agreement and thereafter be restored to his Normal Compensation in the subsequent calendar month, by giving notice to the Employer prior to the beginning of the month for which such revocation is to be effective.
- 4.06 New Deferred Compensation Agreement Upon Return to Service or After Revocation. A Participant who returns to active service with the Employer after a Severance from Employment, or who has revoked his Deferred Compensation Agreement under Section 4.05, may again become an active Participant by executing a new Deferred Compensation Agreement with the Employer prior to the beginning of the calendar month as to which it is to be effective.
- 4.07 Leave of Absence; Other Absences. Compensation may continue to be deferred under this Plan with respect to a Participant who is on an approved leave of absence from the Employer with compensation, and all of the rules of this Article shall apply with respect to making, amending or revoking any Deferred Compensation Agreement for such a Participant. If a Participant is absent from work without compensation for a period of not more than six months, whether by reason of illness, strike, lockout, shutdown or otherwise, his Deferred Compensation Agreement will remain in effect and compensation will again be deferred thereunder when he returns to work.

ARTICLE V. INVESTMENT OF DEFERRED COMPENSATION

- 5.01 Annuity Contracts and Other Plan Investments. For the purposes of satisfying its obligation to provide benefits under this Plan, the Employer shall invest the amount of compensation deferred by each Participant in Annuity Contracts and other Plan investments as specified in the Participants' Deferred Compensation Agreements. Responsibility for the selection of investment alternatives for Plan assets shall be retained by the Employer, and the Employer shall have the right to modify the selection of investment alternatives from time to time. However, Participants and Beneficiaries may allocate amounts held in their Accounts or otherwise credited for their benefit under the Plan among the investment alternatives

selected by the Employer, and the Employer shall cause such amounts to be so allocated within a reasonable time after the receipt of Participant instructions, or may instruct the issuer, trustee, or custodian to accept such allocation instructions directly from Participants and Beneficiaries as representatives of the Employer.

- 5.02 Exclusive Benefit. Notwithstanding any provision of the Plan to the contrary, all amounts held under the Plan, including amounts deferred and earnings or other accumulations attributable thereto, shall be held for the exclusive benefit of Plan Participants and Beneficiaries (i) in annuity contracts, or (ii) in trust or in one or more custodial accounts pursuant to one or more separate written instruments. Any such annuity contract, trust, or custodial account must satisfy the requirements of section 457(g)(1) of the Code. For purposes of this section, the terms Participant and Beneficiary shall also include contingent beneficiaries and/or spouses, former spouses, or children of Participants for whose benefit amounts are being held under the Plan pursuant to the terms of a domestic relations order which has been recognized under the terms of the Plan. Any discretionary authority reserved to the Employer (or to any administrator or administrative committee) under the Plan or under any investment held under the Plan, to the extent the exercise thereof would otherwise be inconsistent with this section, shall be exercised for the exclusive benefit of Plan Participants and Beneficiaries. Any issuer of an annuity contract or trustee or custodian of other investments held under the Plan shall have no authority to pay any amounts from such Plan investments to any creditor of the Employer, and shall have no duty to inquire into the validity of any request by the Employer or by an administrator or administrative committee for distribution of amounts for the benefit of a Participant or a Beneficiary under the Plan.
- 5.03 Benefits Based on Participant's Account Value. The benefits paid to a Participant or Beneficiary pursuant to Article VI of this Plan shall be based upon the value of the Participant's Account. In no event shall the Employer's liability to pay benefits exceed the value of the Participant's Account, and the Employer shall not be liable for losses arising from depreciation or other decline in the value of any investments acquired under this Plan.
- 5.04 Periodic Reports. Each Participant shall receive periodic reports, not less frequently than annually, showing the then-current value of his Account.
- 5.05 Employer-Directed Accounts. Notwithstanding any provision of the Plan to the contrary, the Employer shall direct the issuer, trustee or custodian with respect to the investment of any contributions that are forwarded to the issuer, trustee or custodian prior to the date on which the Participant or Beneficiary completes the necessary paperwork with the issuer, trustee or

custodian (or takes such other action or actions as may be necessary) to direct the investment of such amounts. Such direction shall be communicated to the issuer, trustee or custodian by means of a separate written agreement between the Employer and issuer, trustee or custodian, which agreement will include a default investment option and a default beneficiary designation. This direction shall be effective only until such time as the Participant or Beneficiary exercises his right to direct the investment of such amounts and to designate a Beneficiary in accordance with the terms of the Plan.

ARTICLE VI. BENEFITS

- 6.01 Retirement Benefits on Severance from Employment. Except as otherwise provided in this Article, a Participant's Account shall become distributable upon a Participant's Severance from Employment. The distribution of a Participant's Account shall commence no later than April 1 of the calendar year following the year of the Participant's Retirement or attainment of age 70½, whichever is later. Distributions shall be made in accordance with one of the payment options described in Section 6.03. Notwithstanding the other provisions of this section, Accounts established prior to January 1, 2002 will be subject to the additional distribution requirements, and rules regarding permitted distribution elections, to which such Account may have been or may be subject under Code section 457.
- 6.02 Distribution Procedures. The Employer may from time to time establish procedures for Participant distribution elections, provided that such procedures are not inconsistent with the requirements of Section 6.01.
- 6.03 Payment Options. A Participant (or a Beneficiary as provided in Section 6.06) may elect to have the value of the Participant's Account distributed in accordance with one of the following payment options provided that such option is consistent with the limitations set forth in Section 6.04:
- (a) life annuity;
 - (b) life annuity with 60, 120, or 180 monthly payments guaranteed;
 - (c) unit refund life annuity;
 - (d) joint and last survivor annuity (spouse only);
 - (e) lump sum;
 - (f) term certain annuity with 36, 48, 60, 72, 84, 96, 108, 120, 132, 144, 156, 168 or 180 monthly payments guaranteed;

- (g) withdrawals for a specified number of years;
- (h) withdrawals of a specified amount; or
- (i) any other method of payment agreed upon between Participant and Employer and accepted by the investment provider or Service Provider.

If a Participant fails to elect a payment option, any required payments shall be made under a payment option designated by the Employer.

Notwithstanding the options above, any option that involves a life contingency (or a joint life contingency) shall only be available under an Annuity Contract offered or obtained under the terms of the Plan.

- 6.04 Limitation on Options. No payment option may be selected by the Participant (or a Beneficiary) unless it satisfies the requirements of Code section 401(a)(9) and any additional Code limitations applicable to the Plan. Notwithstanding the other provisions of this section, Accounts established prior to January 1, 2002 will be subject to the additional distribution requirements, and rules regarding permitted distribution elections, to which such Account may have been or may be subject under Code section 457.
- 6.05 Post-Retirement Death Benefits. Should the Participant die after he has begun to receive benefits under a payment option, the guaranteed or remaining payments, if any, under the payment option shall be payable to the Participant's Beneficiary commencing with the first payment due after the death of the Participant. Payment to the Participant's Beneficiary must comply with section 401(a)(9) of the Code, and with any additional Code limitations applicable to the Plan. If the Beneficiary does not continue to live for the remaining period of payments under the payment option, then the remaining benefits under the payment option shall be paid to the Beneficiary's beneficiary or, if none, the Beneficiary's estate. In no event shall the Employer be liable for any payments made in the name of the Participant or a Beneficiary before the Employer or its agent receives proof of the death of the Participant or Beneficiary.
- 6.06 Pre-Retirement Death Benefits. Should the Participant die before he has begun to receive benefits under Section 6.01, a death benefit equal to the value of the Participant's Account shall be payable to the Beneficiary. Such death benefit shall be paid in a lump sum unless the Beneficiary elects a different payment option. Payment to the Participant's Beneficiary must comply with section 401(a)(9) of the Code, and with any additional Code limitations applicable to the Plan. Should the Beneficiary die before

the completion of payments under the payment option, the value of the remaining payments under the payment option shall be paid to the Beneficiary's beneficiary or, if none, the Beneficiary's estate. Notwithstanding the other provisions of this section, Accounts established prior to January 1, 2002 will be subject to the additional distribution requirements, and rules regarding permitted distribution elections, to which such Account may have been or may be subject under Code section 457.

- 6.07 Unforeseeable Emergency Withdrawals. Except as provided in this section, no amount shall be distributable to a Participant or Beneficiary prior to the Participant's Severance from Employment. In the event of an unforeseeable emergency before or after Severance from Employment or the commencement of Retirement Benefits, a Participant may apply to the Employer to receive that part of the value of his Account that is reasonably needed to satisfy the emergency needs. If such application for withdrawal is approved by the Employer, the Employer shall direct the issuer, trustee or custodian to pay the Participant such value as the Employer deems necessary to meet the emergency needs. The regulations under section 457(d)(1)(A)(iii) of the Code define an unforeseeable emergency as a severe financial hardship to the Participant resulting from a sudden and unexpected illness or accident of the Participant or a dependent (as defined in Code section 152(a)) of the Participant, loss of property due to casualty, or other similar extraordinary or unforeseeable circumstances arising as a result of events beyond the control of the Participant which would cause severe financial hardship to the Participant if early withdrawal were not permitted. Payment may not be made to the extent that such hardship is or may be relieved by other financial resources available to the Participant, including insurance reimbursement, cessation of deferrals under this Plan or liquidation of other assets, to the extent the liquidation of such assets would not itself cause severe financial hardship. Unforeseeable emergencies do not include the need to send a child to college or the desire to purchase a home.
- 6.08 Transitional Rule for Annuity Payment Option Elections. If this Plan document constitutes an amendment and restatement of the Plan as previously adopted by the Employer and if a Participant or Beneficiary has commenced receiving benefits under an annuity payment option, that annuity payment option shall remain in effect notwithstanding any other provision of this Plan.
- 6.09 Participant's Election to Receive In-Service Distribution. A Participant may elect to receive an in-service distribution of the total amount payable to him under the Plan if:
- (a) such amount does not exceed the dollar amount under section 411(a)(11)(A) of the Code,

- (b) no amount has been deferred under the Plan with respect to the Participant during the two-year period ending on the date of the distribution, and
 - (c) there has been no prior distribution under the Plan to the Participant under this Section 6.09 or under Section 6.10.
- 6.10 Distribution without Participant's Consent. The total amount payable to a Participant under the Plan may be distributed to the Participant without his consent if:
- (a) such amount does not exceed the dollar amount under section 411(a)(11)(A) of the Code,
 - (b) no amount has been deferred under the Plan with respect to the Participant during the two-year period ending on the date of the distribution, and
 - (c) there has been no prior distribution under the Plan to the Participant under this Section 6.10 or under Section 6.09.

ARTICLE VII. NON-ASSIGNABILITY

7.01 In General Except as provided in Section 7.02, no Participant or Beneficiary shall have any right to commute, sell, assign, pledge, transfer or otherwise convey or encumber the right to receive any payments hereunder, which payments and rights are expressly declared to be non-assignable and non-transferable.

7.02 Domestic Relations Orders.

(a) Allowance of Transfers: To the extent required under a final judgment, decree, or order (including approval of a property settlement agreement) made pursuant to a state domestic relations law, any portion of a Participant's Account may be paid or set aside for payment to a spouse, former spouse, or child of the Participant. Where necessary to carry out the terms of such an order, a separate Account may be established with respect to the spouse, former spouse, or child who shall be entitled to make investment selections with respect thereto in the same manner as the Participant; any amount so set aside for a spouse, former spouse, or child shall be paid out in a lump sum at the earliest date that benefits may be paid to the Participant, unless the order directs an earlier time, to the extent allowed under the Code, or a different form of payment. Where the final judgment, decree or order does not define a form or time of payment that is available under this Plan, the Employer shall have the right to

interpret the final judgment, decree or order in a manner that is consistent with the terms of this Plan. Any payment made to a person other than the Participant pursuant to this section shall be reduced by required income tax withholding.

(b) Release from Liability to Participant: The Employer's liability to pay benefits to a Participant shall be reduced to the extent that amounts have been paid or set aside for payment to a spouse, former spouse, or child pursuant to paragraph (a) of this section. No such transfer shall be effectuated unless the Employer or Service Provider has been provided with satisfactory evidence that the Employer and the Service Provider are released from any further claim by the Participant with respect to such amounts. The Participant shall be deemed to have released the Employer and the Service Provider from any claim with respect to such amounts, in any case in which (i) the Employer or Service Provider has been served with legal process or otherwise joined in a proceeding relating to such transfer, (ii) the Participant has been notified of the pendency of such proceeding in the manner prescribed by the law of the jurisdiction in which the proceeding is pending by service of process in such action or by mail from the Employer or Service Provider to the Participant's last known mailing address, and (iii) the Participant fails to obtain an order of the court in the proceeding relieving the Employer or Service Provider from the obligation to comply with the judgment, decree, or order. The Participant shall also be deemed to have released the Employer or Service Provider if the Participant has consented to the transfer pursuant to the terms of a property settlement agreement and/or a final judgment, decree, or order as described in paragraph (a).

(c) Participation in Legal Proceedings: The Employer and the Service Provider shall not be obligated to defend against or seek to have set aside any judgment, decree, or order described in paragraph (a) or any legal order relating to the garnishment of a Participant's benefits, unless the full expense of such legal action is borne by the Participant. In the event that the Participant's action (or inaction) nonetheless causes the Employer or Service Provider to incur such expense, the amount of the expense may be charged against the Participant's Account and thereby reduce the Employer's obligation to pay benefits to the Participant. In the course of any proceeding relating to divorce, separation, or child support, the Employer and Service Provider shall be authorized to disclose information relating to the Participant's Account to the Participant's spouse, former spouse, or child (including the legal representatives of the spouse, former spouse, or child), or to a court.

ARTICLE VIII. TRANSFERS AND ROLLOVERS

- 8.01 Transfers from Other Plans. This Plan shall accept transfers, pursuant to section 457 of the Code, of amounts deferred by an individual under another eligible deferred compensation plan meeting the requirements of section 457(g) of the Code. In no event may the Employer cause such a transfer to be made, except at the request of a Participant. Any such transferred amount shall not be treated as a deferral subject to the limitations of Section 2.09, except that, for purposes of applying the limit of Section 2.09, an amount deferred during any taxable year under the plan from which the transfer is accepted shall be treated as if it had been deferred under this Plan during such taxable year and compensation paid by the transferor employer shall be treated as if it had been paid by the Employer.
- 8.02 Transfers to Other Plans. A Participant may elect to have any portion of the amount payable to him transferred to another eligible deferred compensation plan. In the event of a request by a Participant for a transfer to another eligible deferred compensation plan under which amounts are not held in the manner described in Section 5.02, such transfer shall be permitted only if otherwise permitted by the Plan and applicable law. Subject to any limitations imposed by an investment provider, the Plan may also permit transfers of a portion of an amount payable to a Participant to a defined benefit governmental plan in conformity with section 457(e)(17) of the Code.
- 8.03 Rollovers. A Participant may elect to roll an Eligible Rollover Distribution to an Eligible Retirement Plan. The Participant shall be provided with a description of available rollover rights and rules in advance of such a distribution. A distribution that is an Eligible Rollover Distribution and that is paid in a form other than a rollover will be subject to mandatory withholding of 20%, or such other mandatory withholding rate as may be imposed under the Code from time to time. This Plan shall be permitted to accept a rollover distribution from an Eligible Retirement Plan (including a distribution from an IRA) to this Plan, subject to any administrative restrictions imposed by the Plan or by the investment provider. To the extent necessary to satisfy the requirements of the Code, any such rollover distribution to the Plan shall be subject to the same restrictions on distributions applicable to other amounts held under the Plan.

ARTICLE IX. AMENDMENT OR TERMINATION OF PLAN

- 9.01 Amendment or Termination. The Employer may at any time amend this Plan or terminate this Plan and distribute the Participants' Accounts in conformity with the Code and applicable regulations; provided, however, that such amendment or termination shall not impair the rights of

Participants or their Beneficiaries with respect to any compensation deferred before the date of the amendment or termination of this Plan except as may be required to maintain the tax status of the Plan under the Code. Participants shall thereafter receive their Normal Compensation and benefits shall be paid as provided in Article VI.

- 9.02 Amendment and Restatement of Previously Adopted Plan. If this Plan document constitutes an amendment and restatement of the Plan as previously adopted by the Employer, the amendments contained herein shall be effective as of the effective date set forth in Section II of the General Terms herein, and the terms of the preceding plan document shall remain in effect through such date.

ARTICLE X. USERRA

Notwithstanding any other provision of this Plan to the contrary, contributions and service credit with respect to qualified military service will be provided in accordance with Code section 414(u).

ARTICLE XI. GOVERNING LAW

Except to the extent any federal law applies, this Plan shall be construed under the laws of the State of Employer's principal place of business.

ARTICLE XII. RELATIONSHIP TO OTHER PLANS

This Plan serves in addition to any other retirement, pension or benefit plan or system presently in existence or hereinafter established.

The Variable Annuity Life Insurance Company (VALIC)

Please print clearly, do not highlight or write in margins.

APPLICANT

Employer **OR** Other: _____
 Name: CITY OF RIVIERA BEACH
 Tax ID: 59 6000 417
 Address: 600 W. BLUE HERON BLVD.
 City: RIVIERA BEACH
 State: FL ZIP: 33404
 Plan Administrator Address (if different from above)
 Address: _____
 City: _____
 State: _____ ZIP: _____
 Telephone #: (561) 845-4010

OWNERSHIP/CONTROL

For Deferred Compensation: _____
 For other Lines of Business (choose one):
 Employer Trustee Other: _____

TYPE OF PLAN (choose one)

403(b) Voluntary Deferred Annuity
 403(b) State Optional Retirement Plan
 403(b) Employer Retirement Plan
 Deferred Compensation Plan (choose one):
 457(b) Public Employer
 457(b) Private Non-Profit
 Other: _____
 401(a) or 403(a) Employer Retirement Plan
 401(a) or 403(a) Self-Employed Retirement Plan
 401(k) Cash or Deferred Arrangement
 Other: _____
 Name of Plan: _____

TYPE OF ORGANIZATION (choose one)

PS - Public Educational Institutions
 NP - Non-Profit Organizations (choose one):
 501(c)(3) - Attach IRS determination letter Other
 PFP - Private For-Profit Organizations
 SLGOV - State and Local Governments
 SELF - Self-Employed Individuals
 Nature of Business: _____

INVESTMENT OPTIONS

Fixed Account Plus and Short-Term Fixed Account are automatically included; all of the other investment options may be selected by the group contract owner and must include a Money Market Fund.

1. I choose to select all investment options as listed on the Information and Instructions page that are available for my plan type and any future options that VALIC may make available from time to time.
 Select one of the following:
 Qualified Plan - 401(a), 403(a), 401(k), 403(b) annuities and 457(b) eligible deferred compensation plans.
 Non-Qualified Plan - NQDAs (non-qualified deferred annuities) under IRC Section 72, ineligible deferred compensation 457(f) plans and for-profit top-hat plans.

OR

2. I choose to tailor the Plan investment options with those selected on the attached Group Investment Option Selection Form (VL12849).

STATEMENTS AND AGREEMENTS

A current prospectus for the Company's Separate Account with Privacy Notice for the contract was provided with this application. The prospectus for the Separate Account provides sales expenses and other data. It is understood that annuity payments (and termination values, if any) provided by the contract applied for are variable and not guaranteed as to dollar amount when based on the investment experience of the Company's Separate Account.

Funds allocated to any Multi-Year Enhanced Fixed Option may be subject to a market value adjustment if funds are withdrawn prior to the end of the applicable term. The adjustment may increase or decrease the account values.

It is understood and agreed that the investment options under the contract will be limited to those options selected except as otherwise modified by agreement between the Company and the Applicant, and will be subject to any other limitations described in the contract. I hereby acknowledge that I have read and understand the Information and Instructions page.

REPLACEMENT

Is this a replacement of an existing group contract? No Yes

If yes, complete the following:

Contract Owner: _____
 Provider Name: _____
 Policy Number(s): _____

REQUIRED SIGNATURE

_____	Applicant Signature	_____	Date
_____	Applicant Title	_____	Employer Client#

Dated at (City, State) _____
 Rep: do do not have reason to believe this is a replacement contract.

_____	Licensed Agent/Registered Representative Signature	_____	Date
_____	Licensed Agent/Registered Representative (print name)	_____	State License#

_____ 8/8/05
 Principal Signature Date

Information and Instructions

FRAUD WARNING

In some states we are required to advise you of the following: Any person who knowingly intends to defraud or facilitates a fraud against an insurer by submitting an application or filing a false claim, or makes an incomplete or deceptive statement of a material fact, may be guilty of insurance fraud.

Arkansas, North Dakota, South Dakota, and Texas Residents Only: Any person who, with intent to defraud or knowing that he/she is facilitating a fraud against an insurer, submits an application or files a claim containing a false or deceptive statement, commits insurance fraud, which may be a crime and may subject the person to civil and criminal penalties.

Colorado Residents Only: It is unlawful to knowingly provide false, incomplete, or misleading facts or information to an insurance company for the purpose of defrauding or attempting to defraud the company. Penalties may include imprisonment, fines, denial of insurance, and civil damages. Any insurance company or agent of an insurance company who knowingly provides false, incomplete, or misleading facts or information to a policyholder or claimant for the purpose of defrauding or attempting to defraud the policyholder or claimant with regard to a settlement or award payable from insurance proceeds shall be reported to the Colorado Division of Insurance within the Department of Regulatory Agencies.

District of Columbia, Kentucky, New Mexico and Pennsylvania Residents Only: Any person who knowingly and with intent to defraud any insurance company or other person files an application for insurance or statement of claim containing any materially false information or conceals for the purpose of misleading, information concerning any fact material thereto, commits a fraudulent insurance act, which is a crime and subjects such person to criminal and civil penalties.

Florida Residents Only: Any person who knowingly and with intent to injure, defraud or deceive any insurer, files a statement of claim or an application containing any false, incomplete or misleading information, is guilty of a felony of the third degree.

Louisiana and Massachusetts Residents Only: Any person who knowingly presents a false or fraudulent claim for payment of a loss or benefit or knowingly presents false information in an application for insurance is guilty of a crime and may be subject to fines and confinement in prison.

New Jersey Residents Only: Any person who includes any false or misleading information on an application for an insurance policy is subject to criminal and civil penalties.

Virginia Residents Only: It is a crime to knowingly provide false, incomplete or misleading information to an insurance company for the purpose of defrauding the company. Penalties include imprisonment, fines and denial of insurance benefits.

Washington Residents Only: Any person who knowingly presents a fraudulent claim for payment of a loss or knowingly makes a false statement in an application for insurance may be guilty of a criminal offense under state law.

PREMIUM PAYMENT PROCESSING

VALIC has established certain standards for group premium remittances and premium processing instructions to facilitate efficient processing of premium payments. Premium processing instructions should be provided before or concurrent with the group premium remittance. The instructions and remittance should be in balance. VALIC's standards may require that premium processing instructions be provided in one of several approved electronic formats, depending upon the number of participants included in the remittance.

RECEIPT OF PREMIUM PAYMENTS PRIOR TO ESTABLISHING AN ACCOUNT

If we receive Purchase Payments for a participant before we receive the participant's application or enrollment form, we will not be able to establish a permanent account for that participant. Under those circumstances, we will take one of the following actions:

Return Purchase Payments. If we do not have the participant's name, address or Social Security number, we will return the Purchase Payment to you unless this information is immediately provided to us.

Starter Account. We make every attempt to get complete information for all participants that direct contributions to us. If we receive contributions but have insufficient information to establish a personal account for the participant, you as the plan sponsor agree to provide information [full name, SSN, date of birth, current address, marital status] and direct us to invest contributions in a Money Market Fund pending alternative direction from the participant.

Information and Instructions (continued)

INVESTMENT OPTIONS

- 01 Fixed Account Plus
 - 02 Short-Term Fixed Account
 - Multi-Year Enhanced Fixed Option: A minimum of \$25,000 is required for each term. All terms may not be available at all times. This option is not available in New York, Pennsylvania, or Texas. In New Jersey, this option is called Multi-Year Enhanced Option.
 - 96 3 Year Fixed Option
 - 97 5 Year Fixed Option
 - 98 7 Year Fixed Option
 - 99 10 Year Fixed Option (not available in Oregon)
 - 48 Aggressive Growth Lifestyle Fund
 - 80 AIG SunAmerica 2010 High Watermark Fund
 - 81 AIG SunAmerica 2015 High Watermark Fund
 - 82 AIG SunAmerica 2020 High Watermark Fund
 - 62 AIM Large Cap Growth Fund
 - 31 American Century Ultra Fund
 - 69 Ariel Appreciation Fund (not available for 457 plans)
 - 68 Ariel Fund (not available for 457 plans)
 - 05 Asset Allocation Fund
 - 72 Blue Chip Growth Fund (T. Rowe Price)
 - 39 Capital Appreciation Fund (Credit Suisse)
 - 07 Capital Conservation Fund
 - 50 Conservative Growth Lifestyle Fund
 - 58 Core Bond Fund
 - 15 Core Equity Fund (Wellington/WAMU)
 - 63 Credit Suisse Small Cap Growth Fund
 - 71 Dreyfus Basic U.S. Mortgage Securities Fund
 - 57 Evergreen Equity Income Fund
 - 56 Evergreen Growth and Income Fund
 - 65 Evergreen Special Equity Fund
 - 55 Evergreen Special Values Fund
 - 08 Government Securities Fund
 - 16 Growth & Income Fund (SunAmerica)
 - 73 Health Sciences Fund (T. Rowe Price)
 - 60 High Yield Bond Fund
 - 21 Income & Growth Fund (American Century)
 - 77 Inflation Protected Fund
 - 11 International Equities Fund
 - 13 International Government Bond Fund
 - 20 International Growth I Fund (American Century)
 - 33 International Small Cap Equity Fund
 - 47 Janus Adviser Worldwide Fund
 - 61 Janus Fund
 - 30 Large Cap Growth Fund (SunAmerica)
 - 40 Large Cap Value Fund (State Street Global Advisors)
 - 70 Lou Holland Growth Fund
 - 37 Mid Cap Growth Fund (AIM Capital Mgt.)
 - 04 Mid Cap Index Fund
 - 38 Mid Cap Value Fund (Wellington)
 - 49 Moderate Growth Lifestyle Fund
 - 06 Money Market I Fund
 - 44 Money Market II Fund
 - 64 Morgan Stanley Institutional Fund Trust Mid Cap Growth Portfolio
 - 46 Nasdaq-100® Index Fund
 - 28 Putnam Global Equity Fund
 - 26 Putnam New Opportunities Fund
 - 27 Putnam OTC & Emerging Growth Fund
 - 17 Science & Technology Fund (T. Rowe Price)
 - 67 Sit Mid Cap Growth Fund
 - 66 Sit Small Cap Growth Fund
 - 18 Small Cap Fund (American Century/Franklin Portfolio/T. Rowe Price)
 - 35 Small Cap Growth Fund (Franklin)
 - 14 Small Cap Index Fund
 - 36 Small Cap Value Fund (JPMorgan)
 - 12 Social Awareness Fund
 - 41 Socially Responsible Fund
 - 10 Stock Index Fund
 - 59 Strategic Bond Fund
 - 32 Templeton Foreign Fund
 - 19 Templeton Global Asset Allocation Fund
 - 74 Value Fund (Oppenheimer)
 - 54 Vanguard LifeStrategy Conservative Growth Fund
 - 52 Vanguard LifeStrategy Growth Fund
 - 53 Vanguard LifeStrategy Moderate Growth Fund
 - 22 Vanguard Long-Term Investment-Grade Fund
 - 23 Vanguard Long-Term Treasury Fund
 - 25 Vanguard Wellington Fund
 - 24 Vanguard Windsor II Fund
- These are the investment options available in qualified plans.
 These are the only investment options available in non-qualified plans.

For more complete information about any of the investment options listed above, including fees, charges and expenses, visit www.aigvalic.com or call 1-800-428-2542 (press 1, then 3) to request a prospectus.

AIG VALIC HOME OFFICE

2929 Allen Parkway
Houston, TX 77019

Call 1-800-448-2542 for assistance.

The Variable Annuity Life Insurance Company (VALIC)

Use this form to select your Portfolio Director Investment Options.

Employer Name: _____
 Address: _____
 City: _____ State: _____ ZIP: _____
 Telephone #: _____
 Group Account #: _____ Plan #: _____
 Plan Name: _____
 Contribution Source(s): _____

INVESTMENT OPTIONS

Fixed Account Plus and Short-Term Fixed Account are automatically included; all of the other investment options may be selected by the group contract owner and must include a Money Market Fund.

1. I choose to select all investment options listed on this page that are available for my plan type and any future options that VALIC may make available from time to time:

- Qualified Plan** - 401(a), 403(a), 401(k), 403(b) annuities and 457(b) eligible deferred compensation plans.
- Non-Qualified Plan** - NQDAs (non-qualified deferred annuities) under IRC Section 72, ineligible deferred compensation 457(f) plans and for-profit top-hat plans.

OR

2. I choose to tailor my investment options with those checked below:

- Multi-Year Enhanced Fixed Option
Minimum of \$25,000 is required for each Multi-Year Enhanced Fixed Option band. All Multi-Year Enhanced Fixed Options may not be available.
- Multi-Year Enhanced Fixed 3 Year Term (96)
- Multi-Year Enhanced Fixed 5 Year Term (97)
- Multi-Year Enhanced Fixed 7 Year Term (98)
- Multi-Year Enhanced Fixed 10 Year Term (Not Available in Oregon) (99)
- Aggressive Growth Lifestyle Fund [48]
 - AIM Large Cap Growth Fund [62]
 - American Century Ultra Fund [31]
 - Ariel Appreciation Fund (not available for 457 plans) [69]
 - Ariel Fund (not available for 457 plans) [68]
- Asset Allocation Fund [5]
- Blue Chip Growth Fund (T. Rowe Price) [72]
- Capital Appreciation Fund (Credit Suisse) [39]
- Capital Conservation Fund [7]
- Conservative Growth Lifestyle Fund [50]
- Core Bond Fund [58]
- Core Equity Fund (Wellington/WAMU) [15]
 - Credit Suisse Small Cap Growth Fund [63]
 - Dreyfus BASIC U.S. Mortgage Securities Fund [71]
 - Evergreen Equity Income Fund [57]
 - Evergreen Growth & Income Fund [56]
 - Evergreen Special Equity Fund [65]
 - Evergreen Special Values Fund [55]
- Government Securities Fund [8]
- Growth & Income Fund (SunAmerica) [16]
- Health Sciences Fund (T. Rowe Price) [73]
- High Yield Bond Fund [60]
- Income & Growth Fund (American Century) [21]
- International Equities Fund [11]
- International Government Bond Fund [13]
- International Growth I Fund (American Century) [20]
- International Small Cap Equity Fund [33]
- Janus Adviser Worldwide Fund [47]

- Janus Fund (61)
- Large Cap Growth Fund (SunAmerica) [30]
- Large Cap Value Fund (State Street Global Advisors) [40]
 - Lou Holland Growth Fund [70]
- Mid Cap Growth Fund (AIM Capital Management) [37]
- Mid Cap Index Fund [4]
- Mid Cap Value Fund (Wellington) [38]
- Moderate Growth Lifestyle Fund [49]
- Money Market I Fund [6]
- Money Market II Fund [44]
 - Morgan Stanley Institutional Fund Trust Mid Cap Growth Portfolio [64]
- Nasdaq-100* Index Fund [46]
 - Putnam Global Equity Fund [28]
 - Putnam New Opportunities Fund [26]
 - Putnam OTC & Emerging Growth Fund [27]
- Science & Technology Fund (T. Rowe Price) [17]
 - Sit Mid Cap Growth Fund [67]
 - Sit Small Cap Growth Fund [66]
- Small Cap Fund (American Century/Franklin Portfolio/T. Rowe Price) [18]
- Small Cap Growth Fund (Franklin) [35]
- Small Cap Index Fund [14]
- Small Cap Value Fund (One Group) [36]
- Social Awareness Fund [12]
- Socially Responsible Fund [41]
- Stock Index Fund [10]
- Strategic Bond Fund [59]
 - Templeton Foreign Fund [32]
- Templeton Global Asset Allocation Fund [19]
- Value Fund (Oppenheimer) [74]
 - Vanguard LifeStrategy Conservative Growth Fund [54]
 - Vanguard LifeStrategy Growth Fund [52]
 - Vanguard LifeStrategy Moderate Growth Fund [53]
 - Vanguard Long-Term Investment-Grade Fund [22]
 - Vanguard Long-Term Treasury Fund [23]
 - Vanguard Wellington Fund [25]
 - Vanguard Windsor II Fund [24]

- These are the investment options available in qualified plans.
- These are the only investment options available in non-qualified plans.

Employer/Plan Administrator's Name (print name)	Date
Employer/Plan Administrator's Signature	Date
Financial Advisor's Name (print name)	Date
Financial Advisor's Signature	Date
Principal's Name (print name)	Date

AIG VALIC is the marketing name for the group of companies comprising VALIC Financial Advisors, Inc.; VALIC Retirement Services Company; and The Variable Annuity Life Insurance Company (VALIC); each of which is a member company of American International Group, Inc.

The Variable Annuity Life Insurance Company (VALIC)

Group Name: CITY OF RIVIERA BEACH New GA #: _____
 Address: 600 W. BLUE HERON BLVD. Existing GA#: _____
RIVIERA BEACH, FL 33404
 Phone No.: (561) 845-4010 Nature of Business: MUNICIPALITY
 Tax ID: 59 6000 417
 PLAN TYPE: 457 SERIES: _____
 Did this case go to the Underwriting Committee? Yes No
 Is VALIC exclusive? Yes No
 Number of Eligible EE's: 440 Average Annual Salary: _____

Is the Organization sponsoring the Plan affiliated with, controlled by, or in control of any other organization?
 Yes No (If yes, then an org chart showing all organizations related to, controlled by, affiliated with, or controlling the organization sponsoring this Plan must be attached.)

If yes, is AIG VALIC an investment provider for any of these organizations? Yes No

Payroll Contact:

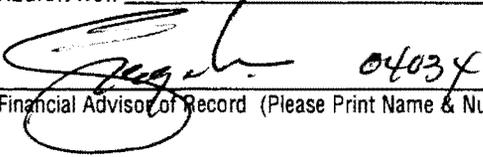
Name: _____ E-mail Address, if available: _____
 Address: _____ Phone No.: _____

Remittance Method:

- E-Online: Manage and remit retirement contributions on VALIC's full service Web Site.
 E-Remit File Transfer: Remit instructions via VALIC's file transfer Web Site and remit funds via Fed Wire or Credit ACH.

Payroll / Remittance Information:

Annual Paystream	EE VOL (CS1)	EE MATCHED (CS2)	ER BASIC (PS/MP) (CS3)	ER MATCHED (CS4)	1st Payroll Deduction Date	Payroll Excludes (If any)
01 Pay						
02 Pay						
04 Pay						
12 Pay						
24 Pay						
26 Pay						
52 Pay						

REGION NO.: _____ Date: _____
 04034
 Financial Advisor of Record (Please Print Name & Number) 
 Regional Sales Manager

AIG VALIC is the marketing name for the group of companies comprising VALIC Financial Advisors, Inc.; VALIC Retirement Services Company; and The Variable Annuity Life Insurance Company (VALIC); each of which is a member company of American International Group, Inc.

RESOLUTION NO. 181-05

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF RIVIERA BEACH, PALM BEACH COUNTY, FLORIDA, AUTHORIZING THE MAYOR AND CITY CLERK TO EXECUTE AN AGREEMENT WITH PALM BEACH COUNTY TO ACCEPT VOUCHERS FROM THE COUNTY'S DROWNING PREVENTION COALITION PROGRAM FOR REDEMPTION FOR PAYMENT OF SWIMMING LESSON PROVIDED BY PARKS AND RECREATION DEPARTMENT; AND PROVIDING AN EFFECTIVE DATE.

WHEREAS, the City of Riviera Beach offers swimming lessons to individuals for a fee; and

WHEREAS, the Palm Beach County Drowning Prevention Coalition Program offers vouchers for redemption for such swimming lessons; and

WHEREAS, the City of Riviera Beach desires to accept the vouchers redeemed for payment for swimming lessons to individuals.

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

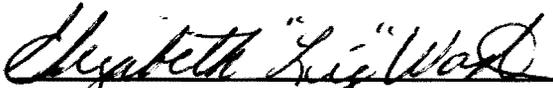
SECTION 1. That the City Council hereby authorizes the Mayor and City Clerk to execute the Agreement with Palm Beach County to accept vouchers to be redeemed for payment for swimming lessons to individuals.

SECTION 2. That this Resolution shall take effect upon its passage and approval by City Council.

PASSED AND APPROVED this 19 day of October 2005.

APPROVED:

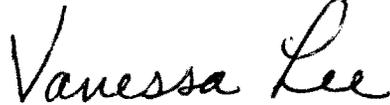

MICHAEL D. BROWN
MAYOR

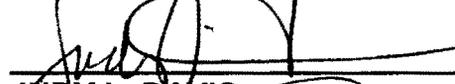

ELIZABETH "LIZ" WADE
CHAIRPERSON

ATTEST:


CARRIE E. WARD,
MASTER MUNICIPAL CLERK
CITY CLERK


ANN ILES
CHAIR PRO TEM


VANESSA LEE
COUNCILPERSON


JUDY L. DAVIS
COUNCILPERSON


EDWARD RODGERS
COUNCILPERSON

MOTIONED BY: A. Iles

SECONDED BY: V. Lee

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: 10/12/05

RESOLUTION NO. 180-05

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF RIVIERA BEACH, PALM BEACH COUNTY, FLORIDA, AUTHORIZING THE FINANCE DIRECTOR TO TRANSFER FUNDS IN THE AMOUNT OF \$13,215 FROM THE GENERAL FUND CONTINGENCY ACCOUNT NO. 001-0203-519-0-5999 TO THE COMMUNITY DEVELOPMENT ADMINISTRATION SETTLEMENT PAYMENT ACCOUNT NUMBER 001-0717-515-0-4508 TO FULFILL THE TERMS IN THE STIPULATED SETTLEMENT AGREEMENT BETWEEN BRADFORD ELECTRICS AND THE CITY OF RIVIERA BEACH CASE NO. 50-2003CA010430-XXOCAA; TO MAKE PAYMENT IN ACCORDANCE WITH THE STIPULATED SETTLEMENT AGREEMENT; AND PROVIDING AN EFFECTIVE DATE.

WHEREAS, in 2003, Bradford Electric, Inc. filed a class action lawsuit against the City of Riviera Beach claiming that the City illegally charged a registration fee to State license contractors in order to pull a building permit within the City of Riviera Beach; and

WHEREAS, the City of Riviera Beach and Bradford Electric settled the class action lawsuit in accordance with the Stipulated Settlement Agreement in case no. 50-2003CA010430-XXOCCA; and

WHEREAS, the Stipulated Settlement Agreement required the City of Riviera Beach to make disbursements to Inlet Grove Community High School and Palm Beach Community College contractors apprentice program; and.

WHEREAS, the funds collected from State license contractors during the period of 1999 to 2003 amounted to \$26,000.00; and

WHEREAS, in accordance with the Stipulated Settlement Agreement the City of Riviera Beach is to retain 50% of the funds after the State license contractors have been reimbursed and that Palm Beach Community College and Inlet Grove Community High School are each to receive 25% of the funds of the remaining funds; and

WHEREAS, the Finance Director needs to transfer funds from the General Contingency Account in the amount of \$13,215 to fulfill the terms in the Stipulated Settlement Agreement.

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

SECTION 1. That the City Council hereby authorizes the Finance Director to transfer \$13,215 from General Fund Contingency Account number 001-0203-519-0-

RESOLUTION NO. 180-05

PAGE 2

5999 to the Community Development Administration Settlement Payment account number 001-0717-515-0-4508.

SECTION 2. That the Finance Director is authorized to make payment to the seven State license contractors who requested a refund totaling \$429.75 as addressed in the Stipulated Settlement Agreement; and furthermore, that Inlet Grove Community High School and Palm Beach Community College are to receive \$6,392.56 each towards their contractor's apprenticeship program. The City portion of \$12,785.13 will remain in the General Fund Fund Balance.

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

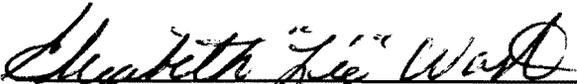
PASSED and APPROVED this 19th DAY OF October, 2005.

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APPROVED:



MICHAEL D. BROWN
MAYOR

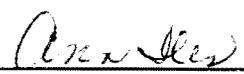


ELIZABETH "LIZ" WADE
CHAIRPERSON

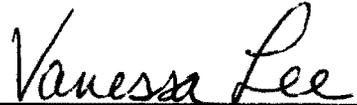
ATTEST:



CARRIE E. WARD,
MASTER MUNICIPAL CLERK
CITY CLERK



ANN ILES
CHAIR PRO TEM



VANESSA LEE
COUNCILPERSON



JUDY L. DAVIS
COUNCILPERSON



EDWARD RODGERS
COUNCILPERSON

MOTIONED BY: A. Iles

SECONDED BY: V. Lee

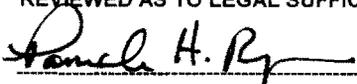
E. WADE: aye

A. ILES: aye

V. LEE: aye

J. DAVIS: aye

E. RODGERS: aye

REVIEWED AS TO LEGAL SUFFICIENCY


PAMALA HANNA RYAN, CITY ATTORNEY

DATE: 10/12/05

RESOLUTION NO. 179-05

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF RIVIERA BEACH, PALM BEACH COUNTY FLORIDA, AUTHORIZING THE FINANCE DIRECTOR TO AMEND THE 2004-05 GENERAL FUND BUDGET BY \$20,830 AND AMENDING THE 2005-06 BUDGET IN THE GENERAL FUND BY 33,000; AND PROVIDING AN EFFECTIVE DATE.

WHEREAS, Community Development has been collecting funds through building permit fees for the purpose of digitizing construction plans and building permit records since 2003; and

WHEREAS, these funds have been collected and are being held in a digitizing escrow account and that Community Development is requesting that the funds be transferred from the digitizing escrow account and placed into a revenue account so that a budget can be established; and

WHEREAS, Community Development has collected \$28,469 for digitizing in the 2004-05 fiscal year and is projecting that \$25,000 more will be collected through building permit fees throughout the 2005-06 fiscal year; and

WHEREAS, the City sent out letters of interest to vendors who performed data conversion and digitizing services and only one vendor responded to the letter of interests which is Data Impact located in the City of Riviera Beach on 13th Court; and

WHEREAS, the City has been using Data Impact for such services of which an invoice has been submitted to the City for payment exceeding \$10,000.00

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

SECTION 1. That the City of Riviera Beach City Council authorizes payment to Data Impact for services rendered in the amount of \$20,830.

SECTION 2. That the Finance Director is authorized to amend the 2004-05 General Fund Budget for data conversion and digitizing services as follows:

<u>REVENUE</u>		
001-00-329111	DIGITIZING REVENUE	\$20,830
<u>EXPENDITURE</u>		
001-0717-515-0-5206	OPERATING SUPPLIES-OTHER	\$20,830

RESOLUTION NO. 179-05

PAGE 2

SECTION 3. That the Finance Director is authorized to amend the 2005-06 General Fund Budget for data conversion and digitizing services as follows:

<u>REVENUE</u>		
001-00-329111	DIGITIZING REVENUE	\$33,000
<u>EXPENDITURE</u>		
001-0717-515-0-5206	OPERATING SUPPLIES -OTHER	\$33,000

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

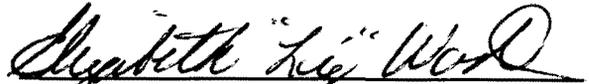
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PASSED AND APPROVED this 19th day of October, 2005

APPROVED:

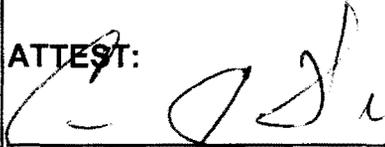


MICHAEL D. BROWN
MAYOR



ELIZABETH "LIZ" WADE
CHAIRPERSON

ATTEST:



CARRIE E. WARD,
MASTER MUNICIPAL CLERK
CITY CLERK



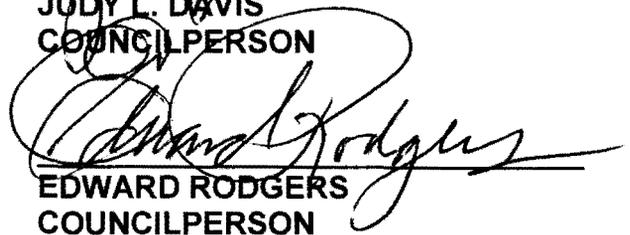
ANN ILES
CHAIR PRO TEM



VANESSA LEE
COUNCILPERSON



JUDY L. DAVIS
COUNCILPERSON



EDWARD RODGERS
COUNCILPERSON

MOTIONED BY: A. Iles

SECONDED BY: V. Lee

E. WADE: aye

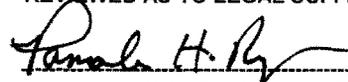
A. ILES: aye

V. LEE: aye

J. DAVIS: aye

E. RODGERS: aye

REVIEWED AS TO LEGAL SUFFICIENCY



PAMALA HANNA RYAN, CITY ATTORNEY

DATE: 10/12/05

RESOLUTION NO. 178-05

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF RIVIERA BEACH, PALM BEACH COUNTY, FLORIDA, APPROVING THE PURCHASE OF A 2004 JD-450J BULLDOZER BY PIGGYBACKING FROM STATE CONTRACT 04-12-0823 FROM STORMWATER UTILITY FUND CAPITAL MACHINERY AND EQUIPMENT ACCOUNT 460-1127-541-0-6455 IN THE AMOUNT OF \$83,243 AND PROVIDING AN EFFECTIVE DATE.

WHEREAS, the Department of Public Work has an dysfunctional bulldozer in need of replacement; and

WHEREAS, the purchase of the 2004 JD-450J bulldozer will increase the efficient of City canal renovation; and

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

SECTION 1. Council authorizes the Department of Public Works to purchase of JD-450J bulldozer by piggybacking from State Contract 04-12-0823.

SECTION 2. The Finance Director is authorized to make payment for same from the Stormwater Utility Fund Account 460-1127-541-0-6455.

SECTION 3. This resolution will be effective immediately after Council approval.

PASSED and APPROVED this 19th day of October, 2005.

RESOLUTION NO. 178-05

PAGE 2

APPROVED:



MICHAEL D. BROWN
MAYOR

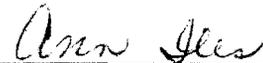


ELIZABETH "LIZ" WADE
CHAIRPERSON

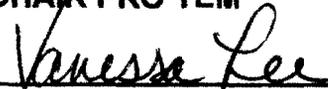
ATTEST:



CARRIE E. WARD,
MASTER MUNICIPAL CLERK
CITY CLERK



ANN ILES
CHAIR PRO TEM



VANESSA LEE
COUNCILPERSON



JUDY L. DAVIS
COUNCILPERSON



EDWARD RODGERS
COUNCILPERSON

MOTIONED BY: A. Iles

SECONDED BY: V. Lee

V. LEE: aye

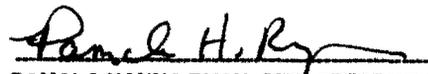
J. DAVIS: aye

E. WADE: aye

E. RODGERS: aye

A. ILES: aye

REVIEWED AS TO LEGAL SUFFICIENCY



PAMALA HANNA RYAN, CITY ATTORNEY

DATE: 10/12/05