

RESOLUTION NO. 106-04

**A RESOLUTION OF THE CITY COUNCIL
OF THE CITY OF RIVIERA BEACH, PALM
BEACH, COUNTY FLORIDA,
COMMENDING MRS. KAY CARNES FOR
15 YEARS OF DEDICATED SERVICE AS
PRINCIPAL OF SUNCOAST HIGH
SCHOOL; AND PROVIDING AN
EFFECTIVE DATE**

WHEREAS, the City of Riviera Beach desires to work cooperatively with the Palm Beach County School District to provide equitable opportunities for a high quality public education for all children; and

WHEREAS, Suncoast High School is located within the municipal boundaries of the City of Riviera Beach; and

WHEREAS, since coming to Suncoast as Principal in 1989, Mrs. Kay Carnes has worked tirelessly to develop the school into a model of a diverse public school setting and has proven to be an outstanding business partner to the City of Riviera Beach by making the school campus and resources available to the community on numerous occasions; and

WHEREAS, under Mrs. Carnes' leadership, Suncoast is nationally and internationally ranked because its students consistently score above the state, national, and international averages on all standardized testing; and

WHEREAS, many children from the City of Riviera Beach have benefited from the public education opportunities offered at Suncoast; and

WHEREAS, Mrs. Carnes has announced her retirement as principal of Suncoast High School in July 2004.

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 Mayor, City Council, Administration and Staff do hereby salute the accomplishments of Mrs. Kay Carnes during her 15 years as Principal of Suncoast High School and wish her well in all future endeavors.

SECTION 2. That Riviera Beach City officials would welcome the opportunity to work with Mrs. Kay Carnes at any time in the future.

SECTION 3. That this resolution shall become effective upon its passage.

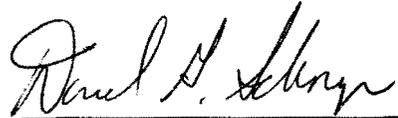
PASSED AND APPROVED THIS 2ND DAY OF JUNE, 2004.

RESOLUTION NO. 106-04
PAGE 2

APPROVED:



MICHAEL D. BROWN
MAYOR



DAVID G. SCHNYER
CHAIRPERSON

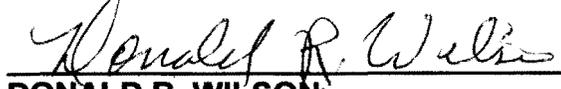
ATTEST:



CARRIE E. WARD,
MASTER MUNICIPAL CLERK
CITY CLERK



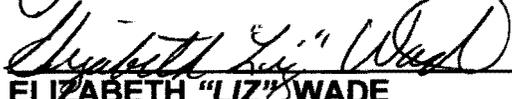
ANN ILES
CHAIR PRO TEM



DONALD R. WILSON
COUNCILPERSON



JUDY L. DAVIS
COUNCILPERSON



ELIZABETH "LIZ" WADE
COUNCILPERSON

MOTIONED BY: E. WADE

SECONDED BY: J. DAVIS

D. SCHNYER: AYE

A. ILES: AYE

D. WILSON: AYE

J. DAVIS: AYE

E. WADE: AYE

REVIEWED AS TO LEGAL SUFFICIENCY

PAMALA HANNA RYAN, CITY ATTORNEY

DATE: _____

RESOLUTION NO. 105-04

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF RIVIERA BEACH, PALM BEACH COUNTY, FLORIDA, APPROVING THE CITY OF RIVIERA BEACH AS CO-SPONSOR OF CARIBBEAN CARNIVAL 2004, ALONG WITH THE PALM BEACH COUNTY CARIBBEAN AMERICAN CARNIVAL COMMISSION; AND PROVIDING AN EFFECTIVE DATE.

WHEREAS, the City of Riviera Beach will co-sponsor Caribbean Carnival 2004, along with the Palm Beach County Caribbean American Carnival Commission, and

WHEREAS, the parade will travel east on Blue Heron Boulevard from the City Hall campus to Broadway, south on Broadway to 13th Street to Bicentennial Park, and

WHEREAS, staff recommends approval of conducting the Carnival Parade and Celebration on July 3, 2004 in Bicentennial Park.

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 approves the City of Riviera Beach as co-sponsor of Caribbean Carnival 2004.

SECTION 2.: This Resolution shall take effect immediately upon its passage and adoption by the City Council.

PASSED AND ADOPTED this 2nd day of June, 2004.

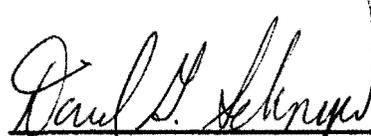
RESOLUTION NO. 105-04

PAGE -2-

APPROVED:



MICHAEL D. BROWN
MAYOR

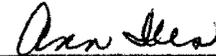


DAVID G. SCHNYER
CHAIRPERSON

ATTEST:

 6/10/04

CARRIE E. WARD,
MASTER MUNICIPAL CLERK
CITY CLERK



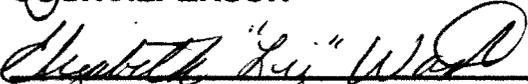
ANN ILES
CHAIR PRO TEM



DONALD R. WILSON
COUNCILPERSON



JUDY L. DAVIS
COUNCILPERSON



ELIZABETH "LIZ" WADE
COUNCILPERSON

MOTIONED BY: D. WILSON

SECONDED BY: A. ILES

D. SCHNYER: AYE

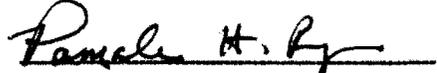
A. ILES: AYE

D. WILSON: AYE

J. DAVIS: AYE

E. WADE: AYE

REVIEWED AS TO LEGAL SUFFICIENCY


PAMALA HANNA RYAN, CITY ATTORNEY

DATE: 6/2/04

RESOLUTION NO. 104-04

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF RIVIERA BEACH, PALM BEACH COUNTY, FLORIDA, AUTHORIZING THE MAYOR AND CITY CLERK TO EXECUTE AN AGREEMENT BETWEEN THE CITY OF RIVIERA BEACH AND RESOURCE GROUP N.A. TO PROVIDE LOBBYIST REPRESENTATION AT THE STATE LEVEL ON BEHALF OF THE CITY OF RIVIERA BEACH; COMPENSATION SHALL BE \$5,000.00 PER MONTH FOR THE PERIOD FEBRUARY 1, 2003 THRU SEPTEMBER 30, 2004, A TOTAL OF NINETEEN (19) MONTHS; THE SAME TO BE PAID FROM THE PROFESSIONAL SERVICES - OTHER, ACCOUNT NO. 001-0203-5190-3106.

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

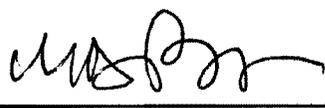
Section 1. That the Mayor and City Clerk are hereby authorized to execute an Agreement between the City of Riviera Beach and Resource Group N.A., to provide lobbyist representation at the state level on behalf of the City of Riviera Beach.

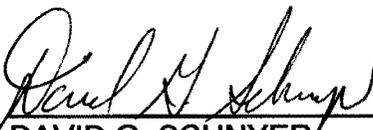
Section 2. That compensation shall be \$5,000.00 per month for the period of February 1, 2003 thru September 30, 2004, a total of nineteen (19) months and the same is to be paid from the Professional Services - Other, Account No. 001-0203-5190-3106.

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

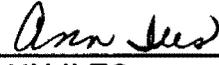
PASSED and ADOPTED this 02 day of Jan, 2004.

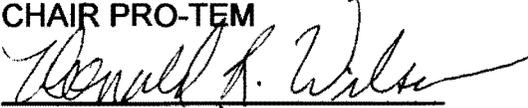
APPROVED:


MICHAEL D. BROWN
MAYOR


DAVID G. SCHNYER
CHAIRPERSON

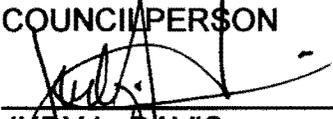
(MUNICIPAL SEAL)

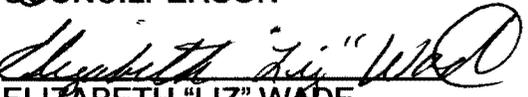

ANN ILES
CHAIR PRO-TEM


DONALD R. WILSON
COUNCILPERSON

ATTEST


CARRIE E. WARD, MMC
CITY CLERK


JUDY L. DAVIS
COUNCILPERSON


ELIZABETH "LIZ" WADE
COUNCILPERSON

MOTIONED BY: E. WADE

SECONDED BY: D. WILSON

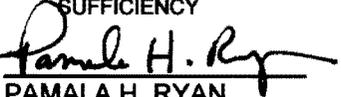
D. SCHNYER AYE

A. ILES AYE

D. WILSON AYE

J. DAVIS AYE

E. WADE AYE

REVIEWED AS TO LEGAL
SUFFICIENCY

PAMALA H. RYAN
CITY ATTORNEY
CITY OF RIVIERA BEACH

Date 5/27/04

WEW:mem
5/26/04

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

THIS AGREEMENT entered into the 01 day of February, 2003 by and between the City of Riviera Beach, hereinafter referred to as "CITY" and the firm of Resource Group N.A., a Florida corporation, hereinafter referred to as "CONTRACTOR".

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

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

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

PART I – SPECIFIC PROVISIONS

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

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

6. CONTRACTOR agrees to provide the CITY with a written bi-weekly or as needed reports of activities and agrees to attend CITY meetings at any time upon the CITY'S request;
 7. CONTRACTOR agrees to assist the CITY in developing the CITY's Legislative Agenda for Fiscal Years 2003 and 2004;
 8. CONTRACTOR agrees to draft Legislative proposals for consideration by State Legislators;
 9. CONTRACTOR agrees to facilitate meetings with appropriate Legislator and/or Executive Officials to obtain support for CITY's Legislative Agenda and specific City projects;
 10. CONTRACTOR agrees to represent the CITY before the Legislature and its various committees on all legislation affecting CITY projects or issues that are of concern to the CITY. CONTRACTOR will monitor all such legislation introduced and provide customized reports, at least bi-weekly during the legislative session and as directed by CITY staff during the rest of the contract period, on legislation;
 11. CONTRACTOR agrees to identify and lobby for State funding sources for CITY;
 12. CONTRACTOR agrees to be responsible for coordinating CITY testimony and position papers as well as providing direct testimony (as directed by CITY staff) that is in support and/or opposition to such legislation. In addition, CONTRACTOR will work with CITY staff and City Council to coordinate CITY support;
 13. CONTRACTOR agrees to monitor the activities of executive agencies, with reference to CITY projects and issues. CONTRACTOR will notify the CITY of any upcoming administrative proposals related to CITY projects and issues on their legislative agenda; and
 14. CONTRACTOR agrees to maintain reasonable contacts and working relationships with other organizations and groups interested in CITY projects and issues to determine their positions in support to CITY projects and issues, as well as coordinating efforts when in common with other local governments, Palm Beach County or others with a similar interest. CONTRACTOR involvement would include providing written monthly reports of such activities.
- B. **PAYMENT:** CONTRACTOR'S compensation for the services provided hereunder shall be \$5,000 per month or a total of \$95,000 for nineteen months' retainer. The monthly \$5,000 fee invoice shall be submitted by CONTRACTOR at the first of each month, beginning on February 1, 2003. All travel or other business related expenses will be incurred only following the approval by the City Manager.

- E. **TERM OF AGREEMENT:** This Agreement shall become effective on February 1, 2003 and shall terminate on September 30, 2004 or upon 30 days' notice by either party with or without cause.

- F. **JURISDICTION:** This Agreement and performance hereunder and all suits and special proceedings hereunder shall be construed in accordance with the laws of the State of Florida. In any action, special proceeding or other proceeding that may be brought arising out of, in connection with, or by reason of this Agreement, the laws of the State of Florida shall be applicable and shall govern to the exclusion of the law of any other forum, without regard to the jurisdiction in which the action or special proceeding may be instituted.

- G. **INDEMNIFICATION:** The CONTRACTOR shall indemnify and save harmless and defend the CITY, its agents, servants, and employees from and against any and all claims, liability, losses, and/or causes of action which may arise from any negligent act or omission of the CONTRACTOR, its agents, servants, or employees in the performance of services under this Agreement.

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

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

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

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

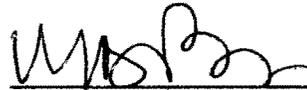
IN WITNESS WHEREOF, the parties hereto have caused this Agreement to be executed this 02 day of June, 2004.

ATTEST:



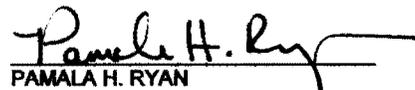
Carrie E. Ward, MMC
City Clerk

CITY OF RIVIERA BEACH



Michael D. Brown
Mayor

REVIEWED FOR LEGAL SUFFICIENCY

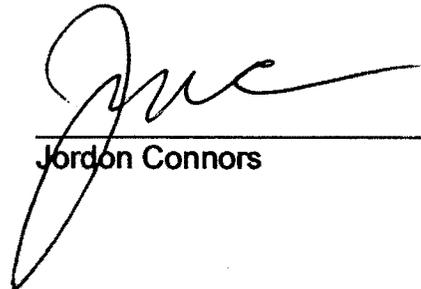


PAMALA H. RYAN
CITY ATTORNEY
CITY OF RIVIERA BEACH

DATE: 5/27/04

Witnesses:

RESOURCE GROUP, N.A.



Jordan Connors

RESOLUTION NO. 103-04

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF RIVIERA BEACH, PALM BEACH COUNTY, FLORIDA, AUTHORIZING THAT THE 2003-2004 BUDGET OF THE UTILITIES DEPARTMENT WATER TREATMENT PLANT BE AMENDED BY DELETING ONE (1) CLASSIFIED POSITION OF WATER PLANT OPERATOR AND ADDING ONE (1) CLASSIFIED POSITION OF WATER/SEWER MAINTENANCE MECHANIC; AND PROVIDING AN EFFECTIVE DATE.

WHEREAS, one (1) classified position of Water Plant Operator is currently vacant within the Utilities Department; and

WHEREAS, one (1) classified position will be deleted from the 2003-2004 Water Plant Division of the Utilities Department's Budget; and

WHEREAS, a Water Division position is necessary in the Utilities Department Water Distribution Division to perform hydrant maintenance and other mechanical functions to meet the regulatory mandates and workload of the department.

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 Water Plant Division of the Utilities Department Budget be amended by deleting one (1) classified position of Water Plant Operator position.

<u>CLASS TITLE</u>	<u>POSITION</u>	<u>RANGE</u>	<u>SALARY</u>
Utilities Services- Water Plant	Water Plant Operator	11	\$30,345 \$47,035

SECTION 2: That the Distribution Division of the Utilities Department Budget be amended by adding one (1) classified position of Water/Sewer Maintenance Mechanic.

<u>CLASS TITLE</u>	<u>POSITION</u>	<u>RANGE</u>	<u>SALARY</u>
Utilities Services Water Distribution	W/S Maintenance Mechanic	8	\$ 25,997 \$ 40,296

SECTION 3: That the City Council approve the amended 2003-2004 Budget of the Utilities Department to reflect the above.

PASSED AND APPROVED THIS 2ND DAY OF JUNE, 2004.

RESOLUTION NO. 103-04

PAGE 2

APPROVED:



MICHAEL D. BROWN
MAYOR

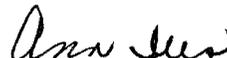


DAVID G. SCHNYER
CHAIRPERSON

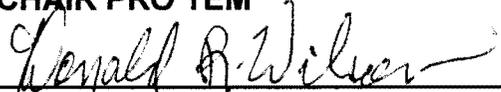
ATTEST:



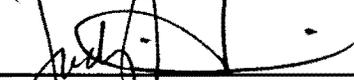
CARRIE E. WARD,
MASTER MUNICIPAL CLERK
CITY CLERK



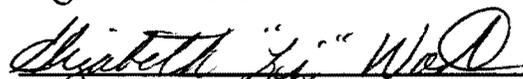
ANN ILES
CHAIR PRO TEM



DONALD R. WILSON
COUNCILPERSON



JUDY L. DAVIS
COUNCILPERSON



ELIZABETH "LIZ" WADE
COUNCILPERSON

MOTIONED BY: D. WILSON

SECONDED BY: E. WADE

D. SCHNYER: OUT

A. ILES: AYE

D. WILSON: AYE

J. DAVIS: AYE

E. WADE: AYE

REVIEWED AS TO LEGAL SUFFICIENCY


PAMALA HANNA RYAN, CITY ATTORNEY

DATE: 5/26/04

RESOLUTION NO. 102-04

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF RIVIERA BEACH, PALM BEACH COUNTY, FLORIDA, AUTHORIZING THAT THE UNCLASSIFIED POSITION OF PROGRAM COORDINATOR BE RECLASSIFIED TO THE UNCLASSIFIED POSITION OF WEED AND SEED SITE COORDINATOR IN THE WEED AND SEED DIVISION OF THE POLICE DEPARTMENT; AND PROVIDING AN EFFECTIVE DATE.

WHEREAS, the Executive Office of Weed and Seed requires each Weed and Seed site to have a full-time Weed and Seed Site Coordinator; and

WHEREAS, the Riviera Beach Weed and Seed program currently has a Program Coordinator who is performing the duties of Safe Haven Program Coordinator; and

WHEREAS, the Weed and Seed Program Coordinator will assume the duties, responsibilities, and title of Weed and Seed Site Coordinator; and

WHEREAS, the position of Weed and Seed Site Coordinator will be placed on the City of Riviera Beach Job Classification List; and

WHEREAS, the current Program Coordinator salary is commensurate with other Weed and Seed Site Coordinator salaries throughout Palm Beach County.

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

SECTION 1: The City Council approve that the unclassified position of Program Coordinator be re-classified as follows:

FROM

<u>CLASS TITLE</u>	<u>CLASSIFICATION</u>	<u>PAY GRADE</u>	<u>SALARY</u>
Administrative	Program Coordinator	16	\$36,496 - \$56,569

RESOLUTION NO. 102-04

PAGE 2

TO

<u>CLASS TITLE</u>	<u>CLASSIFICATION</u>	<u>PAY GRADE</u>	<u>SALARY</u>
Administrative	Weed and Seed Site Coordinator	16	\$36,496 - \$56,569

SECTION 2: This Resolution shall take effect upon its passage and approval by the City Council.

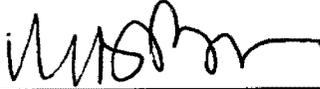
PASSED AND APPROVED this 02 day of June, 2004.

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RESOLUTION NO. 102-04

PAGE 3

APPROVED:



MICHAEL D. BROWN
MAYOR

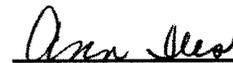


DAVID G. SCHNYER
CHAIRPERSON

ATTEST:



CARRIE E. WARD
MASTER MUNICIPAL CLERK
CITY CLERK



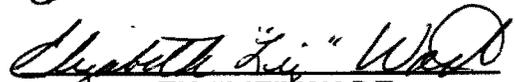
ANN ILES
CHAIR PRO TEM



DONALD R. WILSON
COUNCILPERSON



JUDY L. DAVIS
COUNCILPERSON



ELIZABETH "LIZ" WADE
COUNCILPERSON

MOTIONED BY: D. WILSON

SECONDED BY: A. ILES

D. SCHNYER: OUT

A. ILES: AYE

D. WILSON: AYE

J. DAVIS: AYE

E. WADE: AYE

REVIEWED AS TO LEGAL SUFFICIENCY



PAMALA HANNA RYAN, CITY ATTORNEY

DATE: 5/26/04