

RESOLUTION NO.: 136-04

**A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF RIVIERA BEACH, PALM BEACH COUNTY, FLORIDA, ANNOUNCING THAT THE CITY HAS RECEIVED A GRANT FROM PALM BEACH COUNTY THROUGH THE OFFICE OF COMMISSIONER ADDIE GREENE IN THE AMOUNT OF \$253,500 TO PROVIDE FOR THE RENOVATION OF GOODMARK PARK; AUTHORIZING THE MAYOR AND CITY CLERK TO EXECUTE THE AGREEMENT WITH PALM BEACH COUNTY IN THE AMOUNT OF GRANT PROCEEDS; AUTHORIZING STAFF TO BID THE PROJECT; AUTHORIZING THE FINANCE DIRECTOR TO AMEND THE BUDGET; AND PROVIDING AN EFFECTIVE DATE.**

**WHEREAS**, Palm Beach County Commissioner Addie Greene has provided a grant through her Discretionary Budget in the amount of \$253,500 for the renovation of Goodmark Park; and

**WHEREAS**, the City Council approved the allocation of an additional \$49,400.00 to cover expenses not covered by Palm Beach County Grant funds on the renovations of Goodmark Park.

**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 of the City of Riviera Beach, Palm Beach County, Florida accepts the grant from Palm Beach County for improvements to Goodmark Park.

**SECTION 2.** The City Council authorizes the Mayor and City Clerk to execute an Agreement with Palm Beach County in the amount of \$253,500 for the renovation of Goodmark Park.

**SECTION 3.** The City Council authorizes the Purchasing Director to bid the project.

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**PAGE 2.**

**SECTION 4.** The City Council authorizes the Finance Director to amend the budget and make payment as follows:

**Revenues**

153-00-337702	County Grt- Goodmark Park	\$253,500
153-00-381001	Inter-fund Transfer Gen Fnd	<u>49,400</u>
		\$302,900

**Expenditures**

153-1234-572-0-3104	Prof Services Architect	\$8,900
153-1234-572-0-3106	Prof Service	3,000
153-1234-572-0-5999	Contingency	14,000
153-1234-572-0-6251	Building	25,000
153-1234-572-0-6351	Capital Improvements Other Than Building	<u>252,000</u>
		\$302,900*

\*\$9,850 budgeted and spent from Recreation and Parks Operating Budget in the General Fund.

**SECTION 5.** This Resolution shall take effect immediately upon its passage and approval by City Council.

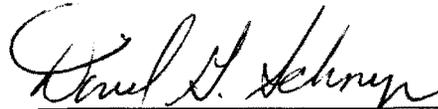
**(SIGNATURES ON FOLLOWING PAGE)**

RESOLUTION NO. 136-04  
PAGE 3.

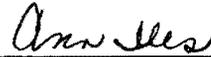
PASSED and APPROVED this 21st day of July, 2004.

APPROVED:

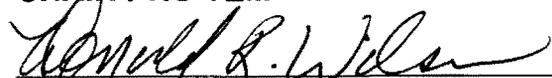
  
\_\_\_\_\_  
MICHAEL D. BROWN  
MAYOR

  
\_\_\_\_\_  
DAVID G. SCHNYER  
CHAIRPERSON

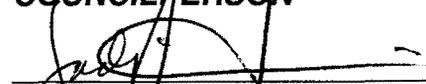
{MUNICIPAL SEAL}

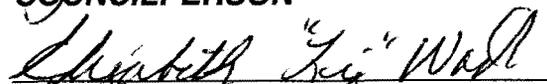
  
\_\_\_\_\_  
ANN ILES  
CHAIR PRO TEM

ATTEST:

  
\_\_\_\_\_  
DONALD R. WILSON  
COUNCILPERSON

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

  
\_\_\_\_\_  
JUDY L. DAVIS  
COUNCILPERSON

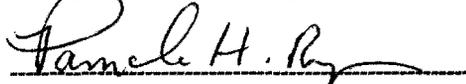
  
\_\_\_\_\_  
ELIZABETH "LIZ" WADE,  
COUNCILPERSON

Motioned By: D. Wilson

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: 7/21/04

R2004 1903

**INTERLOCAL AGREEMENT BETWEEN PALM BEACH COUNTY  
AND THE CITY OF RIVIERA BEACH FOR FUNDING OF THE GOODMARK PARK  
DEVELOPMENT PROJECT**

**THIS INTERLOCAL AGREEMENT** is made and entered into on SEP 14 2004,  
by and between PALM BEACH COUNTY, a political subdivision of the State of Florida,  
hereinafter referred to as "COUNTY", and The City of Riviera Beach, a Florida municipal  
corporation, hereinafter referred to as "MUNICIPALITY".

**WITNESSETH:**

**WHEREAS**, MUNICIPALITY owns and operates Goodmark Park, located at West  
36<sup>th</sup> Street in Riviera Beach; and

**WHEREAS**, MUNICIPALITY desires to revitalize Goodmark Park, hereinafter  
referred to as "the Project" at said location; and

**WHEREAS**, MUNICIPALITY has asked COUNTY to financially participate in the  
construction of said project; and

**WHEREAS**, on November 5, 2002, a bond referendum was passed by the voters of  
Palm Beach County for the issuance of general obligation bonds for the purpose of  
financing the acquisition, construction, and/or improvements to certain recreation and  
cultural facilities, in the principal amount of \$50 Million ("the \$50 Million Recreation and  
Cultural Facilities Bond"); and

**WHEREAS**, the COUNTY has approved a recreation and cultural facilities project  
list and proposed funding allocations for the \$ 50 Million Recreation and Cultural Facilities  
Bond; and

**WHEREAS**, the Project represents one such recreation/cultural project; and

**WHEREAS**, MUNICIPALITY desires to operate and maintain the Project upon its  
completion; and

**WHEREAS**, the Project shall be open to and benefit all residents of Palm Beach  
County; and

**WHEREAS**, Section 163.01, Florida Statutes, permits public agencies to enter into  
Interlocal Agreements with each other to jointly exercise any power, privilege, or authority  
which such agencies share in common and which each might exercise separately; and

**WHEREAS**, both parties desire to increase the recreational and cultural opportunities for residents of Palm Beach County and to enter into this Interlocal Agreement.

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

## **ARTICLE 1: GENERAL**

Section 1.01 The foregoing recitals are true and correct and are incorporated herein as if fully set forth.

Section 1.02 The purpose of this Interlocal Agreement is to enhance recreational and cultural opportunities for use by the public and thereby provide a mechanism for the COUNTY to assist MUNICIPALITY in the funding of the Project.

Section 1.03 COUNTY will pay to MUNICIPALITY a total amount not to exceed \$253,500 for the construction of the Project as more fully described in the Project Description, Conceptual Site Plan, and Cost Estimate attached hereto and made a part hereof as Exhibit "A". MUNICIPALITY recognizes that the County's funding of the Project is being paid from the proceeds of tax-exempt bonds issued by the County. MUNICIPALITY agrees to provide the County with a certification, in a form acceptable to the County, from MUNICIPALITY's chief financial officer or independent accountant that each cost item for which County funding is requested under Article 3 of this Agreement constitutes a capital expenditure. In that regard, an item is considered a capital expenditure where the item has a useful life and benefit beyond one year or extends the Project's use beyond one year.

Section 1.04 MUNICIPALITY agrees to provide funding in an amount of \$59,250, or greater to complete the Project. The parties agree that the COUNTY shall provide its portion of the funding only after MUNICIPALITY has expended \$59,250.

Section 1.05 COUNTY's representative during the design and construction of the Project shall be the Director of Parks and Recreation, Palm Beach County Parks and Recreation Department, telephone no. (561) 966-6685. MUNICIPALITY's representative during the construction of the Project shall be William Wilkins, City Manager, 561-842-5105.

Section 1.06 MUNICIPALITY shall construct the Project upon property owned and operated by MUNICIPALITY as more fully described in Exhibit "B" attached hereto and made a part hereof.

Section 1.07 MUNICIPALITY shall utilize its procurement process for all design and construction services required for the Project. Said procurement process shall be consistent with all federal, state and local laws, rules and regulations. COUNTY shall have no contractual obligation to any person retained by MUNICIPALITY with regard to the

Project. Any dispute, claim, or liability that may arise as a result of MUNICIPALITY's procurement is solely the responsibility of MUNICIPALITY and MUNICIPALITY hereby holds the COUNTY harmless for same to the extent permitted by law and subject to the limitations of Section 768.28, Florida Statutes.

## **ARTICLE 2: DESIGN AND CONSTRUCTION**

Section 2.01 MUNICIPALITY shall be responsible for the design and construction of the Project. MUNICIPALITY shall design and construct the Project in accordance with Exhibit "A", attached hereto and made a part hereof, and with all applicable federal, state and local laws, rules and regulations.

Section 2.02 Prior to or upon execution of this Interlocal Agreement by the parties hereto, MUNICIPALITY shall initiate its procurement process to select the necessary professional engineer and/or architect to perform all engineering and/or architectural design work, including, but not limited to, the preparation of plans, permits and specifications necessary for the design and construction of the Project.

Section 2.03 MUNICIPALITY shall provide a copy of the engineer's and/or architect's programming phase documents (i.e., site plan, floor plan, elevations, etc.) to the COUNTY's Representative for review. The COUNTY's Representative shall review said programming phase documents to ensure consistency with the intent of this Interlocal Agreement.

Section 2.04 MUNICIPALITY shall be responsible for securing all permits and approvals necessary to construct the Project.

Section 2.05 Prior to MUNICIPALITY commencing construction of the Project, MUNICIPALITY shall provide a copy of all plans and specifications, along with the associated costs thereof, to the COUNTY's Representative for review to ensure consistency with the intent of this Interlocal Agreement.

Section 2.06 MUNICIPALITY agrees to totally complete the Project and open same to the public for its intended use within thirty six (36) months from the date of execution of this Interlocal Agreement by the parties hereto. Upon notification to the COUNTY at least ninety (90) days prior to that date, MUNICIPALITY may request an extension beyond this period for the purpose of completing the Project. COUNTY shall not unreasonably deny MUNICIPALITY's request for said extension.

Section 2.07 MUNICIPALITY shall submit quarterly project status reports to the COUNTY's Representative on or before January 10, April 10, July 10, and October 10 during the design and construction of the Project. These Quarterly reports shall include but not be limited to, a summary of the work accomplished, problems encountered, percentage of completion, and other information as deemed appropriate by the COUNTY's Representative.

### **ARTICLE 3: FUNDING**

Section 3.01 The total not to exceed amount as set forth in Section 1.03 hereinabove shall be paid by COUNTY to MUNICIPALITY on a reimbursable basis. Any costs incurred in connection with the Project in excess of that amount shall be the sole responsibility of MUNICIPALITY. Should the total cost of the Project exceed the amount as projected by MUNICIPALITY, MUNICIPALITY shall appropriate and expend the excess funds required for completion of the Project. The COUNTY shall not dispense any funds to MUNICIPALITY for the Project until MUNICIPALITY has appropriated and expended said excess funds for the Project.

Section 3.02 The COUNTY shall reimburse project costs under the terms of this Agreement to MUNICIPALITY on a quarterly basis from the date of execution of this Interlocal Agreement; however, should the need arise for MUNICIPALITY to be reimbursed on a more frequent basis, then COUNTY will, at MUNICIPALITY 's specific request for each instance, make its best efforts to reimburse MUNICIPALITY within forty five (45) days of such special request. For each requested payment, MUNICIPALITY shall provide to the COUNTY's Representative a fully completed and executed Contract Payment Request Form and a Contractual Services Purchase Schedule Form, attached hereto and made a part hereof as Exhibit "C". Said forms shall include information listing each invoice as paid by the MUNICIPALITY and shall include the vendor invoice number; invoice date; and the amount paid by MUNICIPALITY along with the number and date of the respective check for said payment. MUNICIPALITY shall attach a copy of each vendor invoice paid by MUNICIPALITY along with a copy of each respective check and shall make reference thereof to the applicable item listed on the Contractual Services Purchase Schedule Form. Further, MUNICIPALITY 's Project Administrator and Project Financial Officer shall certify the total funds spent by MUNICIPALITY on the Project and shall also certify that each vendor invoice as listed on the Contractual Services Purchase Schedule Form was paid by MUNICIPALITY as indicated.

Section 3.03 The COUNTY shall retain not less than ten percent (10%) of the total amount allocated to MUNICIPALITY for the Project until MUNICIPALITY completes the Project and provides COUNTY with either a Certificate of Occupancy or a Project Completion Certification as determined by COUNTY, and the COUNTY receives and approves all documentation as required in accordance with this Interlocal Agreement. The COUNTY's representative shall visit the Project site to verify and approve said final reimbursement.

Section 3.04 MUNICIPALITY shall provide a request for final reimbursement to the COUNTY no later than ninety (90) days following completion of the Project and provision of either a Certificate of Occupancy or Project Completion Certification to the County.

Section 3.05 The County agrees to reimburse MUNICIPALITY an amount not to exceed \$0 for those approved pre-agreement costs accruing to the Project subsequent to November 5, 2002.

Section 3.06 For construction projects not fully funded by the County, all design and engineering costs associated with the project shall be borne by the MUNICIPALITY, and will not be eligible for reimbursement from the County.

Section 3.07 County shall reimburse Project costs only after MUNICIPALITY has expended its share of Project funding in its entirety. MUNICIPALITY shall provide the County with a certification, in a form acceptable to the County, from an independent auditor that the MUNICIPALITY has complied with this Project funding provision. The County will be entitled to rely on that certification in reimbursing Project costs to the MUNICIPALITY under this Agreement.

#### **ARTICLE 4: OWNERSHIP, OPERATION AND MAINTENANCE OF THE PROJECT**

Section 4.01 Upon completion, the Project shall remain the property of the MUNICIPALITY. The COUNTY shall not be required to pay MUNICIPALITY any additional funds for any other capital improvement required by or of MUNICIPALITY.

Section 4.02 MUNICIPALITY hereby warrants and represents that it has full legal authority and financial ability to operate and maintain said Project. MUNICIPALITY shall be responsible for all costs, expenses, fees and charges, and liability related to the operation and maintenance of the Project.

Section 4.03 MUNICIPALITY shall operate and maintain the Project for its intended use by the general public for a term of thirty (30) years from the execution of this Interlocal Agreement by the parties hereto. MUNICIPALITY shall maintain the Project in accordance with industry standards for such facilities to prevent undue deterioration and to encourage public use.

Section 4.04 The rights and duties arising under this Interlocal Agreement shall inure to the benefit of and be binding upon the parties hereto and their respective successors and assigns. MUNICIPALITY may not assign this Interlocal Agreement or any interest hereunder without the express prior written consent of the COUNTY.

Section 4.05 It is the intent of COUNTY to issue this funding assistance to MUNICIPALITY for the purpose set forth hereinabove. In the event MUNICIPALITY transfers ownership of the Project to a party or parties not now a part of this Interlocal Agreement, other than another governmental entity that agrees to assume, in writing, MUNICIPALITY's obligations hereunder, COUNTY retains the right to reimbursement from MUNICIPALITY for its participation to the full extent of the funding assistance awarded to accomplish the Project. Should MUNICIPALITY transfer management of the project to a party or parties not now a part of this Interlocal Agreement, MUNICIPALITY shall continue to be responsible for the liabilities and obligations as set forth herein. Further, MUNICIPALITY shall not transfer management of the Project to a third party without the written consent of the COUNTY.

## **ARTICLE 5: USE OF THE PROJECT**

Section 5.01 MUNICIPALITY warrants that the Project shall serve a public recreational or cultural purpose and be open to and benefit all residents of Palm Beach County and shall be available thereto on the same cost and availability basis as to residents of MUNICIPALITY. MUNICIPALITY shall not discriminate on the basis of race, color, sex, national origin, age, disability, religion, ancestry, marital status or sexual orientation with respect to use of the Project.

Section 5.02 The term of this Interlocal Agreement shall be for a period of thirty (30) years commencing upon the date of execution of this Interlocal Agreement by the parties hereto. MUNICIPALITY shall restrict its use of the Project to recreational, cultural, civic, community and social purposes only unless otherwise agreed to in writing by the parties hereto.

Section 5.03 MUNICIPALITY shall affix a permanent plaque or marker in a prominent location at the completed Project indicating that the COUNTY was a contributor to the development of the Project. Said plaque or marker shall include the County seal and a list of County Commissioners, unless otherwise directed by the COUNTY's Representative.

## **ARTICLE 6: ACCESS AND AUDITS**

MUNICIPALITY shall maintain adequate records to justify all charges, expenses, and costs incurred in estimating and performing the design and construction of the Project for at least five (5) years after the end of the fiscal year in which the final payment is released by the COUNTY, except that such records shall be retained by MUNICIPALITY until final resolution of matters resulting from any litigation, claim, or special audit that starts prior to the expiration of the five (5) year period. The COUNTY reserves the right, upon reasonable request and during normal business hours, to inspect said Project and shall have access to such books, records, and documents as required in this section for the purpose of inspection or audit.

## **ARTICLE 7: NOTICES**

Any notice given pursuant to the terms of this Interlocal Agreement shall be in writing and hand delivered or sent by Certified Mail, Return Receipt Requested. All notices shall be addressed to the following:

As to the COUNTY:

Director of Parks and Recreation  
Palm Beach County Parks and Recreation Department  
2700 Sixth Avenue South  
Lake Worth, FL 33461

With a copy to:  
County Attorney  
301 North Olive Avenue, Suite 601  
West Palm Beach, FL 33401

As to the MUNICIPALITY:

Mayor  
City of Riviera Beach  
P.O. Drawer 10682  
Riviera Beach, FL 33419

#### **ARTICLE 8: TERMINATION FOR NON-COMPLIANCE**

The COUNTY may terminate this Interlocal Agreement upon written notice to MUNICIPALITY for non-compliance by MUNICIPALITY in the performance of any of the terms and conditions as set forth herein and where MUNICIPALITY does not cure said non-compliance within ninety (90) days of receipt of written notice from the COUNTY to do so. Further, if MUNICIPALITY does not cure said non-compliance within the time frame specified above, then upon written notice, the COUNTY may require MUNICIPALITY to reimburse any funds provided to MUNICIPALITY pursuant to this Interlocal Agreement either in whole or in part once the COUNTY has reasonably determined that no other remedy is available.

#### **ARTICLE 9: REMEDIES**

This Interlocal Agreement shall be governed by the laws of the State of Florida. Any and all legal action necessary to enforce the Interlocal Agreement will be held in Palm Beach County. No remedy herein conferred upon any party is intended to be exclusive of any other remedy, and each and every such remedy shall be cumulative and shall be in addition to every other remedy given hereunder or now or hereafter existing at law or in equity or by statute or otherwise. No single or partial exercise by any party of any right, power, or remedy hereunder shall preclude any other or further exercise thereof. The parties hereto may pursue any and all actions available under law to enforce this Interlocal Agreement including, but not limited to, actions arising from the breach of any provision set forth herein.

#### **ARTICLE 10: FILING**

A copy of this Interlocal Agreement shall be filed with the Clerk of the Circuit Court in and for Palm Beach County.

#### **ARTICLE 11: INDEMNIFICATION**

It is understood and agreed that MUNICIPALITY is merely a recipient of County funding and is an independent contractor and is not an agent, servant or employee of County or its Board of County Commissioners. It is further acknowledged that the County only contributes funding under this Agreement and operates no control over the Project. In the event a claim or lawsuit is brought against County or any of its officers, agents or employees, MUNICIPALITY shall indemnify, save and hold harmless and defend the County, its officers, agents, and/or employees from and against any and all claims, liabilities, losses, judgements, and/or causes of action of any type arising out of or relating to any intentional or negligent act or omission of MUNICIPALITY, its agents, servants and/or employees in the performance of this Agreement. The foregoing indemnification shall survive termination of this Agreement.

In consideration for reimbursement of costs incurred prior to the term of this Agreement, the foregoing indemnification shall apply not only during the term of this Agreement but also apply for the period prior to the Agreement for which MUNICIPALITY is eligible to receive reimbursement from the County.

## **ARTICLE 12: INSURANCE**

Without waiving the right to sovereign immunity as provided by Section 768.28, Florida Statutes, the MUNICIPALITY acknowledges to be either insured or self-insured for General Liability and Automobile Liability under Florida sovereign immunity statutes with coverage limits of \$100,000 Per Person and \$200,000 Per Occurrence; or such monetary waiver limits that may change and be set forth by the legislature.

The MUNICIPALITY agrees to maintain or to be self-insured for Workers' Compensation and Employer's Liability insurance in accordance with Florida Statutes Chapter 440.

The MUNICIPALITY agrees to maintain or acknowledges to be self-insured for property insurance, which would include builder's risk insurance while the project is in the course of construction in an amount at least equal to the estimated completed project value as well as subsequent modifications of that sum; thereafter, All-Risk property insurance for adequate limits based on the MUNICIPALITY'S replacement cost or probable maximum loss estimates for the perils of either fire, wind, or flood. MUNICIPALITY shall agree to be fully responsible for any deductible or self-insured retention.

The MUNICIPALITY shall agree to provide a statement or Certificate of Insurance evidencing insurance, self-insurance, and/or sovereign immunity status, which COUNTY agrees to recognize as acceptable for the above mentioned coverages.

Compliance with the foregoing requirements shall not relieve MUNICIPALITY of its liability and obligations under this Interlocal Agreement.

The MUNICIPALITY shall require each Contractor engaged by MUNICIPALITY for work associated with this Agreement to maintain:

1. Workers' Compensation coverage in accordance with Florida Statutes including endorsements for U.S. Longshore and Harbor Workers Compensation Act and the Merchant Marine Act (Jones Act) in the event any portion of the scope of services/work occurs over, near, or contiguous to any navigable bodies of water.
2. Commercial General Liability coverage at limits of not less than \$1,000,000 Each Occurrence. The COUNTY shall be added an "Additional Insured".
3. Business Auto Insurance with limits of not less than \$1,000,000 Each Accident.

4. If the construction work being performed exceeds \$200,000, a payment and performance bond for the total amount of their construction contract, in accordance with Florida Statute 255.05.

#### **ARTICLE 13: PUBLIC ENTITY CRIMES**

As provided in Section 287.132-133, Florida Statutes, by entering into this contract or performing any work in furtherance hereof, MUNICIPALITY certifies that it, its affiliates, suppliers, subcontractors and consultants who will perform hereunder, have not been placed on the convicted vendor list maintained by the State of Florida Department of Management Services within the 36 months immediately preceding the date hereof. This notice is required by Section 287.133 (3) (a), Florida Statutes.

#### **ARTICLE 14: CAPTIONS**

The captions and section designations herein set forth are for convenience only and shall have no substantive meaning.

#### **ARTICLE 15: SEVERABILITY**

If any term or provision of this Interlocal Agreement, or the application thereof to any person or circumstance, shall to any extent be held invalid or unenforceable, the remainder of this Interlocal Agreement, or the application of such term or provision, to any person or circumstance other than those as to which it is held invalid or unenforceable, shall not be affected, and every other term and provision of this Interlocal Agreement shall be deemed valid and enforceable to the extent permitted by law.

#### **ARTICLE 16: ENTIRETY OF AGREEMENT**

This Interlocal Agreement represents the entire understanding between the COUNTY and MUNICIPALITY, and supersedes all other negotiations, representations or agreements, either written or oral, relating to this Interlocal Agreement. None of the provisions, terms and conditions contained in this Interlocal Agreement may be added to, modified, superseded or otherwise altered, except by written instrument executed by the parties hereto.

#### **ARTICLE 17: THIRD PARTY BENEFICIARIES**

This Agreement is made solely and specifically among and for the benefit of the parties hereto, and their respective successors and assigns subject to the express provisions hereof relating to successors and assigns, and no other person shall have any rights, interest, or claims hereunder or be entitled to any benefits under or on account of this Agreement as a third-party beneficiary or otherwise.

IN WITNESS WHEREOF, the parties have caused this Interlocal Agreement to be executed on the day and year first above written.

R2004 1903 SEP 14 2004

ATTEST:  
DOROTHY H. WILKEN, CLERK

PALM BEACH COUNTY, FLORIDA BY ITS  
BOARD OF COUNTY COMMISSIONERS

By: Judith Wilken  
Deputy Clerk

By: [Signature]  
Karen K. Marcus, Chair

ATTEST:  
By: [Signature]  
City Clerk  
CARLIE E. WARD

CITY OF RIVIERA BEACH  
By: [Signature]  
Mayor

APPROVED AS TO TERMS AND  
CONDITIONS:  
By: [Signature]  
Dennis L. Eshleman, Director  
Parks and Recreation Department

APPROVED AS TO FORM AND  
LEGAL SUFFICIENCY:  
By: [Signature]  
Municipality Attorney

APPROVED AS TO FORM AND  
LEGAL SUFFICIENCY:  
By: [Signature]  
County Attorney

IN WITNESS WHEREOF, the parties have caused this Interlocal Agreement to be executed on the day and year first above written.

R2004 1903 SEP 14 2004

ATTEST:

DOROTHY H. WILKEN, CLERK  
By: Judith Wilken  
Deputy Clerk



PALM BEACH COUNTY, FLORIDA BY ITS BOARD OF COUNTY COMMISSIONERS

By: [Signature]  
Karen T. Marcus, Chair

ATTEST:

By: [Signature]  
City Clerk  
CARRIE E. WARD 9/21/04

CITY OF RIVIERA BEACH

By: [Signature]  
Mayor

APPROVED AS TO TERMS AND CONDITIONS:

By: [Signature]  
Dennis L. Eshleman, Director  
Parks and Recreation Department

APPROVED AS TO FORM AND LEGAL SUFFICIENCY:

By: \_\_\_\_\_  
Municipality Attorney

APPROVED AS TO FORM AND LEGAL SUFFICIENCY:

By: [Signature]  
County Attorney

## **LIST OF EXHIBITS**

- EXHIBIT A            Project Description, Conceptual Site Plan, and Cost Estimate
- EXHIBIT B            Legal Description of Property
- EXHIBIT C            Contract Payment Request Form (Page 1 of 2) and  
Contractual Services Purchase Schedule Form) (Page 2 of 2)
- EXHIBIT D            Pre-Agreement Cost List (Not Applicable)

## EXHIBIT A

### PROJECT DESCRIPTION, CONCEPTUAL SITE PLAN, AND COST ESTIMATE

## Exhibit A

### PROJECT DESCRIPTION

#### Revitalization of Goodmark Park Recreation & Parks Department City of Riviera Beach, Florida

The project consists of the following work:

**DEMOLITION-** Removal of existing dead and deteriorated plant material, removal of sidewalks, removal of underground and overhead electrical distribution, removal of lighting (except at basketball courts), removal of small structure, removal of playground equipment and strip topsoil. Disposal of all demolished material.

**NEW WORK & NEW INSTALLATION-** Minor surface grading, asphalt surface on top of damaged concrete basketball courts (2), chain-link fencing, split-rail fencing, concrete sidewalks, open-air pavilion (approximately 14' x 14'), BBQ grilles (2), playground equipment, rubber safety play surface at equipment, signage, underground water piping, backflow prevention, drinking fountain (1), underground electrical distribution, electrical disconnect, electrical panel, electrical switching and timer, fine grading, underground irrigation, irrigation controller boxes and timers, plant material and sod.

Exhibit A  
p 1 of 6



**PROJECT COST ESTIMATE: REVITALIZATION OF GOODMARK PARK**

<i>Item/Description</i>	<i>Cost</i>
<b>USES/EXPENSES</b>	
Gen. Contr's Estimate for Park (see attached cost break-out)	\$183,400.00
Prefabricated Shelter	\$25,000.00
Grill/Barbeque Area	\$10,000.00
Landscaping (Plant Material) Inc. G.C.O. & P	\$36,600.00
Irrigation (Inc. G.C.O.&P)	\$22,000.00
Sub-Total Estimated Construction Cost	<b>\$277,000.00</b>
Topo Survey	\$3,000.00
Landscape Architect Fees for Plant Material and Irrigation design	\$9,000.00
Architect's fees for Plans, Specifications, Bid Package Bidding, Contract award	\$9,750.00
Sub-Total Professiona Services Fees	<b>\$21,750.00</b>
Project Contingency	<b>\$14,000.00</b>
<b>TOTAL PROJECT COST</b>	<b>\$312,750.00</b>

Exhibit A  
p 3 of 6

CostWorks 2002 - RivBchGoodmarkParkRev10-03-03

Qty	CSI Number	Description	Daily Output	Labor Hours	Unit	Bare Mat.	Bare Labor	Bare Equip.	Bare Total	Total Incl. O&P	Release	Note
0.000	0131062001	Overhead&profit,add to items in t			%					10%	2002	
16.000	013107000	Field personnel, superintendent,			Week	\$0.00	807.40	\$0.00	14,807.40	\$22,811.40	2002	(Adjusted by
6.000	014505000	Testing, asphalt density, set of 3			Ea.	\$0.00	\$0.00	\$0.00	\$0.00	\$471.00	2002	
10.000	014505001	Conc test, compressive strength			Ea.	\$0.00	\$0.00	\$0.00	\$0.00	\$165.50	2002	
5.000	014505004	Soil testing, proctor compaction,			Ea.	\$0.00	\$0.00	\$0.00	\$0.00	\$560.00	2002	
3.000	015205001	Office, storage boxes, 20' x 8',			Ea.	\$214.50	\$0.00	\$0.00	\$214.50	\$235.95	2002	
32.000	015807000	Sign, hi-intensity reflectorized, no			S.F.	\$432.00	\$0.00	\$0.00	\$432.00	\$475.20	2002	
30.000	015904000	Air compressor, portable, 6.5			Day	\$0.00	\$0.00	\$735.00	\$735.00	\$808.50	2002	
90.000	015904006	Rent toilet portable chemical			Day	\$0.00	\$0.00	1,341.00	\$1,341.00	\$1,475.10	2002	
15.000	017405000	Cleanup, floor area, final, by GC	11.50	1.565	M.S.F.	\$38.25	\$245.25	\$45.45	\$328.95	\$510.00	2002	
8.000	020601500	Borrow, buy&ld at pit, haul 2 mi	600	.047	C.Y.	\$79.50	\$6.30	\$26.30	\$112.10	\$127.00	2002	(Adjusted by
250.000	022201000	Bldg demo, 20 mi haul, no	4,800	.003	C.F.	\$0.00	\$12.50	\$31.25	\$43.75	\$56.25	2002	(Adjusted by
50.000	022201000	Bldg demo, 20 mi haul, no	4,800	.003	C.F.	\$0.00	\$2.50	\$6.25	\$8.75	\$11.25	2002	(Adjusted by
150.000	022208750	Site dml, chain link, posts &	445	.054	L.F.	\$0.00	\$127.50	\$67.50	\$195.00	\$285.00	2002	(Adjusted by
30.000	022208750	Site dml, guiderail, corrugated	100	.240	L.F.	\$0.00	\$101.25	\$61.12	\$162.38	\$238.13	2002	(Adjusted by
1.000	022257400	Dump charges, typical urban city,			Ton	\$0.00	\$0.00	\$0.00	\$0.00	\$44.00	2002	
750.000	022308800	Stripping, topsoil & stockpiling,	1,150	.007	C.Y.	\$0.00	\$103.13	\$600.00	\$703.13	\$834.38	2002	(Adjusted by
4.000	023052500	Mobilization or demobilization,	3.75	2.133	Ea.	\$0.00	\$140.00	\$840.00	\$980.00	\$1,155.00	2002	(Adjusted by
2,200.000	023104400	Fine grade area to BE paved with	400	.040	S.Y.	\$0.00	\$485.00	\$2,667.50	\$4,152.50	\$5,417.50	2002	(Adjusted by
2,200.000	023104600	Loam or topsoil, furnish & place,	1,300	.006	S.Y.	\$5,335.00	\$275.00	\$522.50	\$6,132.50	\$6,875.00	2002	(Adjusted by
75.000	023151000	Backfill, by hand, no compaction,	14	.571	C.Y.	\$0.00	\$595.31	\$0.00	\$595.31	\$1,012.50	2002	(Adjusted by
80.000	023151000	Backfill, compact 6' layers, hand	20.50	.388	C.Y.	\$0.00	\$431.00	\$0.00	\$431.00	\$735.00	2002	(Adjusted by
20.000	023151300	Bedding, crushed stone 3/4" to	150	.160	C.Y.	\$357.50	\$49.75	\$26.75	\$434.00	\$512.50	2002	(Adjusted by
80.000	023154400	Excavating, structural, hand, pits	8	1	C.Y.	\$0.00	\$115.00	\$0.00	\$1,115.00	\$1,900.00	2002	(Adjusted by
20.000	023202000	Hauling, LCY, no loading, 6 c.y	195	.041	C.Y.	\$0.00	\$13.25	\$40.50	\$53.75	\$66.50	2002	(Adjusted by
100.000	025108002	Piping, polyvinyl chloride pipe,	250	.096	L.F.	\$153.75	\$117.50	\$0.00	\$271.25	\$367.50	2002	(Adjusted by
10.000	0258030006	Elec&tel sitewk, hand holes, prcst	2.40	8.333	Ea.	\$2,431.00	\$331.00	\$649.00	\$4,411.00	\$5,610.00	2002	(Adjusted by
500.000	025803004	Elec & tel sitewk, ugnd duct,	240	.067	L.F.	\$812.50	\$606.25	\$0.00	\$1,418.75	\$1,887.50	2002	(Adjusted by
1,680.000	027403000	Asphaltic conc pvmt, and lg	7,725	.011	S.Y.	\$4,053.00	\$336.00	\$420.00	\$4,809.00	\$5,439.00	2002	(Adjusted by
1,680.000	027403000	Asphaltic conc pavement, and lg	0,600	.009	S.Y.	\$2,982.00	\$273.00	\$336.00	\$3,591.00	\$4,116.00	2002	(Adjusted by

Exhibit A  
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CostWorks 2002 - RivBchGoodmarkParkRev10-03-03

Qty	CSI Number	Description	Daily Output	Labor Hours	Unit	Bare Mat.	Bare Labor	Bare Equip.	Bare Total	Total Incl. O&P	Release	Note
2,400.000	027752750	Sidewalk,concrete	600	.040	S.F.	\$3,210.00	470.00	\$0.00	\$4,680.00	\$6,000.00	2002	(Adjusted by
387.000	028205301	Fence, CL, tennis ct, vinyl	155	.155	L.F.	\$4,402.13	\$919.13	\$0.00	\$5,321.25	\$6,409.69	2002	(Adjusted by
250.000	028209251	Fence, open rail, split, NO 1	160	.150	L.F.	\$1,346.87	\$575.00	\$0.00	\$1,921.88	\$2,453.13	2002	(Adjusted by
4.000	028209254	Fence, board, basket weave,	9	2.667	Ea.	\$255.00	\$165.00	\$0.00	\$420.00	\$560.00	2002	(Adjusted by
6.000	028706100	Benches, st barstock ped	7	2.286	Ea.	\$6,712.50	\$202.50	\$0.00	\$6,915.00	\$7,687.50	2002	(Adjusted by
2.000	028708000	Trash receptacle, fiberglass,	30	.533	Ea.	\$386.00	\$12.60	\$0.00	\$398.60	\$446.00	2002	
2.000	028807000	Playground eqpt, bike rack, 10'	12	2	Ea.	\$790.00	\$49.00	\$0.00	\$839.00	\$950.00	2002	
4.000	028807001	Playground eqpt, spring see-saw,	4	6	Ea.	\$3,880.00	\$294.00	\$0.00	\$4,174.00	\$4,800.00	2002	
3.000	028807001	Playground eqpt, slides, sst bed,	3	8	Ea.	\$5,700.00	\$294.00	\$0.00	\$5,994.00	\$6,825.00	2002	
3.000	028807100	Modular playground, wheelchair	3	8	Ea.	\$5,775.00	\$294.00	\$0.00	\$6,069.00	\$6,825.00	2002	
2.000	028807100	Modular playground bridge with	3	8	Ea.	\$3,550.00	\$196.00	\$0.00	\$3,746.00	\$4,250.00	2002	
2.000	028807101	Modular playground, slide, sst	6	4	Ea.	\$426.00	\$98.00	\$0.00	\$524.00	\$640.00	2002	
2.000	028807101	Modular playground, ladder,	5	4.800	Ea.	\$970.00	\$118.00	\$0.00	\$1,088.00	\$1,270.00	2002	
6.000	028807101	Modular playground, ladder,	5	4.800	Ea.	\$3,900.00	\$354.00	\$0.00	\$4,254.00	\$4,890.00	2002	
6.000	028807101	Modular playground, corkscrew	3	8	Ea.	\$3,180.00	\$588.00	\$0.00	\$3,768.00	\$4,500.00	2002	
8.000	028907000	Signs, stock, 30' x 30",	70	.343	Ea.	\$585.00	\$42.00	\$71.50	\$698.50	\$795.00	2002	(Adjusted by
8.000	028907001	Signs, add to abv for steel posts,	200	.120	Ea.	\$144.00	\$14.70	\$25.10	\$183.80	\$210.00	2002	(Adjusted by
4,000.000	0291050019	Mulch, wood chips, 2' deep, hand	220	.036	S.Y.	\$7,640.00	600.00	\$0.00	\$9,240.00	\$11,160.00	2002	
84.000	030601000	Concrete admixtures/additives,			Gal.	\$1,453.20	\$0.00	\$0.00	\$1,453.20	\$1,598.52	2002	
1,200.000	031104453	Forms in place, SOG, edge forms,	600	.053	L.F.	\$468.00	\$732.00	\$0.00	\$1,200.00	\$1,764.00	2002	
250.000	031104453	Forms in place, depressed SOG,	300	.107	L.F.	\$165.00	\$307.50	\$0.00	\$472.50	\$705.00	2002	
50.000	031502500	Expansion joint, keyed cold joint,	200	.040	L.F.	\$27.00	\$26.50	\$0.00	\$53.50	\$75.00	2002	
50.000	031506200	Accessories, sleeves & chases,	100	.080	Ea.	\$25.50	\$53.00	\$0.00	\$78.50	\$117.50	2002	
0.500	032106000	Reinforcing in place, A615 Gr 60,	2.10	15.238	Ton	\$262.50	\$118.50	\$0.00	\$381.00	\$500.00	2002	
60.000	032106002	Reinforcing in place, A615 Gr 60,	520	.031	Ea.	\$13.80	\$28.80	\$0.00	\$42.60	\$67.20	2002	
9.000	033102403	Concrete in place, footings,	38	2.942	C.Y.	\$814.50	\$333.00	\$7.56	\$1,155.06	\$1,476.00	2002	
9.000	033107001	Placing conc, incl vib, footings,	120	.400	C.Y.	\$0.00	\$37.53	\$4.77	\$42.30	\$68.40	2002	
20.000	040704200	Grouting, concrete block cores,	680	.059	S.F.	\$17.16	\$13.64	\$4.18	\$34.98	\$46.42	2002	(Adjusted by
25.000	040800700	Anchor bolts, hooked type w/nut	180	.044	Ea.	\$20.08	\$15.95	\$0.00	\$36.03	\$48.95	2002	(Adjusted by
20.000	040802000	Reinforcing, steel bars A615,	450	.018	Lb.	\$5.72	\$5.06	\$0.00	\$10.78	\$14.74	2002	(Adjusted by

Exhibit A  
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CostWorks 2002 - RivBchGoodmarkParkRev10-03-03

Qty	CSI Number	Description	Daily Output	Labor Hours	Unit	Bare Mat.	Bare Labor	Bare Equip.	Bare Total	Total Incl. O&P	Release	Note
200.000	042202201	CMU, back-up, tooled jt 1 side,	395	.101	S.F.	\$294.80	\$231.00	\$0.00	\$525.80	\$710.60	2002	(Adjusted by
12.000	042202300	CMU, bond beam, no scaf, no	565	.071	L.F.	\$18.08	\$9.64	\$0.00	\$27.72	\$36.17	2002	(Adjusted by
20.000	042203400	Coping, precast conc, 10" wide,	70	.229	L.F.	\$192.50	\$50.82	\$0.00	\$243.32	\$295.90	2002	(Adjusted by
25.000	050903801	Expansion anchors, self drilling,	26	.308	Ea.	\$24.75	\$159.50	\$0.00	\$184.25	\$298.37	2002	(Adjusted by
25.000	050903803	Expansion anchors, toggle bolts,	85	.094	Ea.	\$5.50	\$48.95	\$0.00	\$54.45	\$89.10	2002	(Adjusted by
20.000	092202000	Stucco, 3 coats 1" thick, float	67	.597	S.Y.	\$47.96	\$156.20	\$21.12	\$225.28	\$337.70	2002	(Adjusted by
20.000	092202000	Stucco, 3 coats 1" thick, float	170	.047	S.Y.	\$0.00	\$13.20	\$0.00	\$13.20	\$22.00	2002	(Adjusted by
1.000	092701000	Accessories, corner bead,	3.50	2.286	C.L.F.	\$10.95	\$34.10	\$0.00	\$45.05	\$69.85	2002	(Adjusted by
900.000	0965810068	Resilient, syn turf, intiking 2'x2'sqs,	190	.042	S.F.	\$7,335.00	\$441.00	\$0.00	\$7,776.00	\$8,820.00	2002	
540.000	099109100	Paint, walls, CMU, smooth, roll,	1,475	.005	S.F.	\$23.76	\$35.64	\$0.00	\$59.40	\$77.22	2002	(Adjusted by
540.000	099109100	Paint, walls, CMU, smooth, roll,	2,050	.004	S.F.	\$29.70	\$23.76	\$0.00	\$53.46	\$65.34	2002	(Adjusted by
48.000	104302000	Signs, letters, 4" high, 1/2" deep,	18	.444	Ea.	\$918.72	\$398.64	\$0.00	\$1,317.36	\$1,689.60	2002	(Adjusted by
12.000	104302000	Signs, letters, 6" high, 5/8" deep,	24	.333	Ea.	\$234.96	\$74.58	\$0.00	\$309.54	\$382.80	2002	(Adjusted by
4.000	1148670010	School equip, basketball backstop	1	16	Ea.	\$4,070.00	\$,038.40	\$0.00	\$5,108.40	\$6,270.00	2002	(Adjusted by
50.000	151074201	Pipe cu sldr jts, type K tubing,	66	.121	L.F.	\$175.45	\$116.60	\$0.00	\$292.05	\$385.00	2002	(Adjusted by
1.000	151209402	Water sply ms, dom/cornl, brz,	6	1.333	Ea.	\$445.50	\$25.30	\$0.00	\$470.80	\$533.50	2002	(Adjusted by
1.000	151401004	Backflow pvntr, ball valves,	7	1.143	Ea.	\$1,182.50	\$21.84	\$0.00	\$1,204.33	\$1,320.00	2002	(Adjusted by
1.000	154122008	Drinking founts, flr mtd, ped type,	2	4	Ea.	\$1,127.50	\$77.00	\$0.00	\$1,204.50	\$1,375.00	2002	(Adjusted by
1.000	154122008	Drinking founts, flr mtd, pedestai	2	4	Ea.	\$346.50	\$77.00	\$0.00	\$423.50	\$500.50	Open	(Adjusted by
1.000	154122008	Drinking founts, flr mtd, pedestai	1.83	4.372	Ea.	\$55.55	\$84.15	\$0.00	\$139.70	\$200.20	2002	(Adjusted by
150.000	160553000	Electrical dml, conduit to 15'	200	.040	L.F.	\$0.00	\$94.05	\$0.00	\$94.05	\$153.45	2002	(Adjusted by
15.000	161205500	Non-metallic sheathed cable,	2.40	3.333	C.L.F.	\$354.75	\$783.75	\$0.00	\$1,138.50	\$1,666.50	2002	(Adjusted by
3.000	161367003	Pull box, CI, surf mtg, NEMA 4,	2.30	3.478	Ea.	\$1,369.50	\$163.35	\$0.00	\$1,532.85	\$1,765.50	2002	(Adjusted by
1.000	164407200	Panelboards, NQOD, 3 wire, 100	1	8	Ea.	\$423.50	\$125.40	\$0.00	\$548.90	\$671.00	2002	(Adjusted by
3.000	165203000	Exterior fixtures, with lamps, wall	5.30	1.509	Ea.	\$821.70	\$70.95	\$0.00	\$892.65	\$1,023.00	2002	(Adjusted by
12.000	165203002	Exterior fixts, floodlights	4.40	3.636	Ea.	\$4,488.00	\$686.40	\$0.00	\$5,174.40	\$6,006.00	2002	(Adjusted by
12.000	165203002	Exterior fixts, light poles, anchor	4	2	Ea.	\$6,006.00	\$376.20	\$0.00	\$6,382.20	\$7,260.00	2002	(Adjusted by
<b>Totals</b>						<b>\$103,017.08</b>	<b>548.70</b>	<b>550.36</b>	<b>48,116.14</b>	<b>\$183,380.00</b>		

Exhib. # A  
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## EXHIBIT B

### LEGAL DESCRIPTION OF PROPERTY



Gary R. Nikolits, CFA  
Palm Beach County Property Appraiser  
Public Access System

- Home
- Search
- Search Result
- Property Information
- Owner Information
- Structural Detail
- Extra Features
- Land Detail
- Tax Detail
- Print Information

Property Information

Location Address: W 36TH ST **NEW!** [Show Map..](#)

Municipality: CITY OF RIVIERA BEACH

Parcel Control Number: 56-43-42-29-03-006-0010

Subdivision: ACREHOME PARK SECOND ADD IN

Official Records Book:                      Page:                      Sale Date:

Legal Description: ACREHOME PARK 2ND ADD LTS 1 TO 4 & 45 TO 50 INC BLK 6

Owner Information

Name: RIVIERA BEACH CITY OF

Mailing Address: PO BOX 10682  
WEST PALM BEACH FL 33419 0682

- Property Appraiser
- Home

2003 Certified Appraisal

Improvement Value:	\$5,093	Number of Units:		<a href="#">Structural...</a>
Land Value:	\$25,000	* Total Sq. Ft:	0	<a href="#">Extra...</a>
Market Value:	\$30,093	Acres:	.00	<a href="#">Land..</a>
Use Code:	8200	Description:	FOREST/PK/REC	

\* in residential properties may indicate living area.

2003 Certified Tax

Ad Valorem:	\$0.00	<b>NEW!</b> <a href="#">Tax Calculator</a>
Non ad valorem:	\$0.00	
Total:	\$0.00	<a href="#">Detail...</a>

2003 Certified Assessed & Taxable Values

Assessed Value:	\$30,093
Exemption amount:	\$30,093 (2003 Exemption)
Taxable:	\$0

2004 Exemption(s)

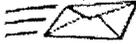
Homestead Receipt#:	Exemption Address:
Other: \$30,093 (FULL: MUNICIPAL GOVERNMENT)	
TOTAL: \$30,093	<a href="#">Detail...</a>

Sales Information

Sales Date	Book	Page	Price Instrument	Owner
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[Print Information](#)

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5/3/2004



Gary R. Nikolits, CFA  
 Palm Beach County Property Appraiser  
 Public Access System

- Home
- Search
- Search Result
- Property Information
- Owner Information
- Structural Detail
- Extra Features
- Land Detail
- Tax Detail
- Print Information

**Property Information**

Location Address: W 35TH ST **NEW!** [Show Map..](#)

Municipality: CITY OF RIVIERA BEACH

Parcel Control Number: 56-43-42-29-03-006-0430

Subdivision: ACREHOME PARK SECOND ADD IN

Official Records Book: 15639      Page: 499      Sale Date: Jul-2003

Legal Description: ACREHOME PARK 2ND ADD LTS 43 & 44 BLK 6

**Owner Information**

Name: RIVIERA BEACH CITY OF

Mailing Address: PO BOX 10682  
 WEST PALM BEACH FL 33419 0682

Property Appraiser  
 Home

**2003 Certified Appraisal**

Improvement Value:	\$0	Number of Units:	<a href="#">Structural...</a>
Land Value:	\$7,700	* Total Sq. Ft:	<a href="#">Extra...</a>
Market Value:	\$7,700	Acres:	<a href="#">Land...</a>
Use Code:	0000	Description:	VACANT

\* in residential properties may indicate living area.

**2003 Certified Tax**

Ad Valorem:	\$199.58	<b>NEW!</b> <a href="#">Tax Calculator</a>
Non ad valorem:	\$0.00	
Total:	\$199.58	<a href="#">Detail...</a>

**2003 Certified Assessed & Taxable Values**

Assessed Value:	\$7,700
Exemption amount:	\$0 (2003 Exemption)
Taxable:	\$7,700

**2004 Exemption(s)**

Homestead Receipt#:	Exemption Address:
Other: \$8,316 (FULL: MUNICIPAL GOVERNMENT)	
TOTAL: \$8,316	<a href="#">Detail...</a>

**Sales Information**

Sales Date	Book	Page	Price	Instrument	Owner
Jul-2003	15639	499	\$13,000	WD	RIVIERA BEACH CITY OF
Jun-1997	09909	1455	\$11,000	RD	

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Exhibit B  
 p 2 of 5  
 5/3/2004

747031379LB

### Warranty Deed

Made this 22 DAY OF JULY, 2003 by  
**SHIRLEY P BROWN, A MARRIED WOMAN and**  
**JOSEPHINE P CLARK, A MARRIED WOMAN**

hereinafter called the grantor, to  
**CITY OF RIVIERA BEACH, A MUNICIPAL CORPORATION**

whose post office address is:  
**300 WEST 35TH STREET**  
**RIVIERA BEACH, FL**

hereinafter called the grantee:  
(Whenever used herein the term "grantor" and "grantee" include all the parties to this instrument and the heirs, legal representatives and assigns of individuals, and the successors and assigns of corporations)  
Witnesseth, that the grantor, for and in consideration of the sum of \$10.00 and other valuable considerations, receipt whereof is hereby acknowledged, hereby grants, bargains, sells, alien, remises, releases, conveys and confirms unto the grantee, all that certain land situate in PALM BEACH County, Florida, viz:

**LOT 43 AND 44, BLOCK 6, OF ACREHOME PARK SECOND ADDITION, ACCORDING TO THE PLAT THEREOF RECORDED IN PLAT BOOK 1, PAGE(S) 34, OF THE PUBLIC RECORDS OF PALM BEACH COUNTY, FLORIDA.**

Subject to covenants, restrictions, easements of record and taxes for the current year.

Said property is not the homestead of the Grantor(s) under the laws and constitution of the state of Florida in that neither Grantor(s) nor any member of the household of Grantor(s) reside thereon.

Parcel Identification Number: **98-43-13-28-08-008-0430**

Together with all the tenements, hereditaments and appurtenances thereto belonging or in anywise appertaining.

To Have and to Hold, the same in fee simple forever.

And the grantor hereby covenants with said Grantee that the grantor is lawfully seized of said land in fee simple; that the grantor has good right and lawful authority to sell and convey said land; that the grantor hereby fully warrants the title to said land and will defend the same against the lawful claims of all persons whomsoever; and that said land is free of all encumbrances except taxes accruing subsequent to December 31, 2002

In Witness Whereof, the said grantor has signed and sealed these presents the day and year first above written.

Signed, sealed and delivered in our presence:

Myrtice Harrison  
Witness: (Signature)  
Print Name: \_\_\_\_\_  
Beth Patrick  
Witness: (Signature)  
Print Name: \_\_\_\_\_

Josephine P. Clark  
JOSEPHINE P CLARK  
1107 DUNBAR AVENUE COLUMBUS, GA 31906

*[Handwritten initials]*

State of GA  
County of MUSKOGEE

The foregoing instrument was acknowledged before me this 25th day of July, 2003, by who is personally known to me or who has produced as identification.

JOSEPHINE P CLARK,

NOTARY PUBLIC (signature)  
Print Name: \_\_\_\_\_  
My Commission Expires Oct 29, 2006  
Stamp/Seal:

Prepared by and Returned to:  
Liz Bukowski  
Bunbelt Title Agency  
Incident to the issuance of a title insurance contract.  
Warranty Deed  
Rev. 7/7/03  
It



Exhibit B  
p 3 of 5

42-113  
58-W  
74-10-31339 U



# Warranty Deed

08/05/2003 14:55:42 20030459325  
OR BK 15639 PG 0499  
Palm Beach County, Florida  
AMT 13,000.00  
Doc Stamp 91.00

Made this 22 DAY OF JULY, 2003 by  
**SHIRLEY P BROWN, A MARRIED WOMAN and**  
**JOSEPHINE P CLARK, A MARRIED WOMAN**

hereinafter called the grantor, to  
**CITY OF RIVIERA BEACH, A MUNICIPAL CORPORATION**

whose post office address is:  
**XXX WEST 36TH STREET  
RIVIERA BEACH, FL**

hereinafter called the grantees:  
(Whenever used herein the term "grantor" and "grantee" include all the parties to this instrument and the heirs, legal representatives and assigns of individuals; and the successors and assigns of corporations)  
Witnesseth, that the grantor, for and in consideration of the sum of \$10.00 and other valuable considerations, receipt whereof is hereby acknowledged, hereby grants, bargains, sells, aliens, remises, releases, conveys and confirms unto the grantees, all that certain land situate in PALM BEACH County, Florida, viz:

**LOT 43 AND 44, BLOCK 6, OF ACREHOME PARK SECOND ADDITION, ACCORDING TO THE PLAT THEREOF RECORDED IN PLAT BOOK 3, PAGE(S) 34, OF THE PUBLIC RECORDS OF PALM BEACH COUNTY, FLORIDA.**

Subject to covenants, restrictions, easements of record and taxes for the current year.

Said property is not the homestead of the Grantor(s) under the laws and constitution of the state of Florida in that neither Grantor(s) nor any member of the household of Grantor(s) reside thereon.

Parcel Identification Number: 56-43-42-2C-03-006-0430  
Together with all the tenements, hereditaments and appurtenances thereto belonging or in anywise appertaining.  
To Have and to Hold, the same in fee simple forever.

And the grantor hereby covenants with said grantees that the grantor is lawfully seized of said land in fee simple; that the grantor has good right and lawful authority to sell and convey said land; that the grantor hereby fully warrants the title to said land and will defend the same against the lawful claims of all persons whomsoever; and that said land is free of all encumbrances except taxes accruing subsequent to December 31, 2002.

In Witness Whereof, the said grantor has signed and sealed these presents the day and year first above written.

Signed, sealed and delivered in our presence

April McMichen  
Witness: (Signature)  
Print Name: April McMichen  
McMichen  
Witness: (Signature)  
Print Name: McMichen

Shirley P. Brown  
SHIRLEY P BROWN  
132 AMBRIDGE DR.  
CARTERSVILLE, GA 30121

PPG

COPY

State of Georgia  
County of Bartow

The foregoing instrument was acknowledged before me this 28th day of July, 2003, by SHIRLEY P BROWN, who is personally known to me or who has produced <- type of ID> as identification.

Patricia A. Gravelly  
NOTARY PUBLIC (signature)  
Print Name: Patricia A Gravelly  
My Commission Expires: 2-7-07  
Stamp/Seal:



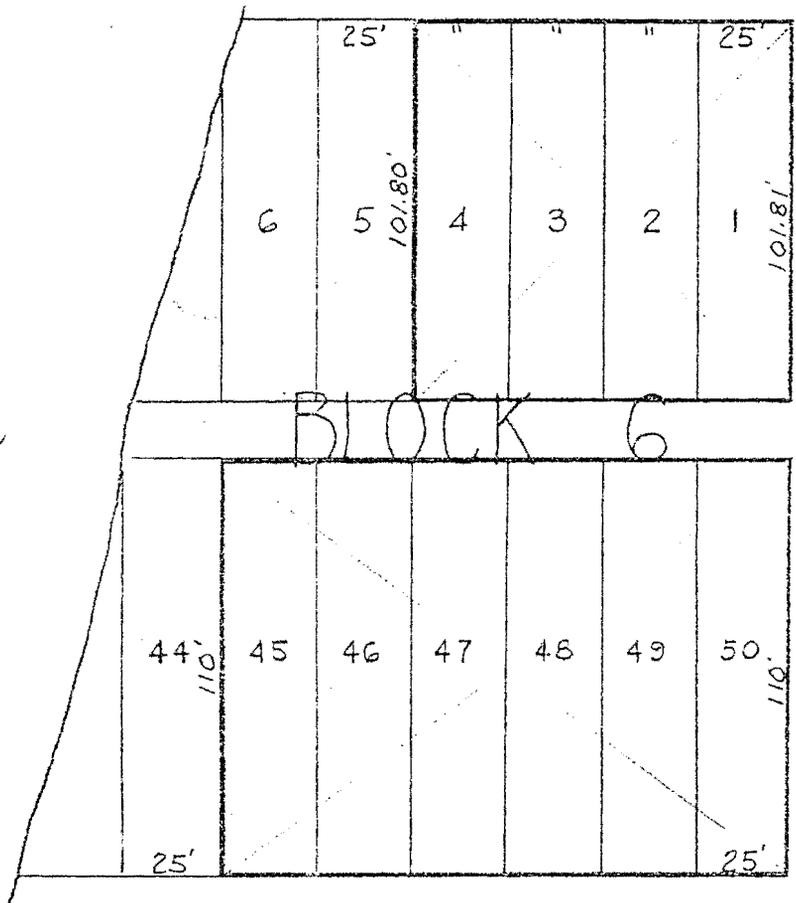
Prepared by and Returned to:  
Liz Bukowski  
Sunbelt Title Agency  
Incident to the issuance of a title insurance contract.  
Warrantydeed  
Rev. 7/7/03  
1

Exhibit B  
p 4 of 5



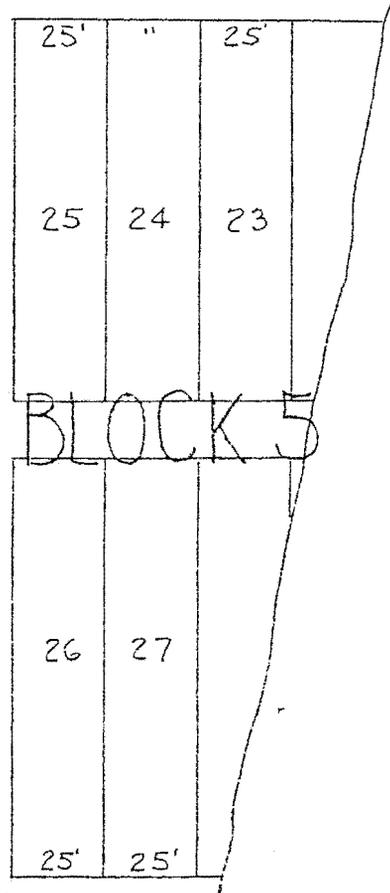
35 TH ST.

(formerly COMAS AVE.)



BLOCK 6

AVENUE "P" (formerly BOOKER ST.)



BLOCK 5

34 TH ST. (formerly

DRISKELL AVE.)

Scale 1"=50'

GOODMARK PARK

DESCRIPTION

Lots 1, 2, 3, 4, 45, 46, 47, 48, 49 and 50, Block 6, ACREHOME PARK SECOND ADDITION, as per plat thereof on file in the office of the Clerk of the Circuit Court in and for Palm Beach County, Florida.

Recorded in Deed Book 919, page 75.

9/13/50

Exhibit B  
p 5 of 5

**EXHIBIT C**

**CONTRACT PAYMENT REQUEST FORM AND  
CONTRACTUAL SERVICES PURCHASE SCHEDULE  
FORM**





## EXHIBIT D

### PRE-AGREEMENT COST LIST (NOT APPLICABLE)

Client

IVBEACI

<b>ACORD™ CERTIFICATE OF LIABILITY INSURANCE</b>		DATE (MM/DD/YYYY) 10/01/03
PRODUCER <b>Arthur J. Gallagher &amp; Co.</b> 8200 N.W. 41st Street Suite 200 Miami, FL 33166	THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES BELOW.	
INSURED <b>City of Riviera Beach</b> 600 W. Blue Heron Boulevard Riviera Beach, FL 33404	INSURERS AFFORDING COVERAGE INSURER A: <b>United National Insurance</b> INSURER B: <b>Midwest Employers Cas. Co</b> INSURER C: INSURER D: INSURER E:	NAIC #

**COVERAGES**

THE POLICIES OF INSURANCE LISTED BELOW HAVE BEEN ISSUED TO THE INSURED NAMED ABOVE FOR THE POLICY PERIOD INDICATED. NOTWITHSTANDING ANY REQUIREMENT, TERM OR CONDITION OF ANY CONTRACT OR OTHER DOCUMENT WITH RESPECT TO WHICH THIS CERTIFICATE MAY BE ISSUED OR MAY PERTAIN, THE INSURANCE AFFORDED BY THE POLICIES DESCRIBED HEREIN IS SUBJECT TO ALL THE TERMS, EXCLUSIONS AND CONDITIONS OF SUCH POLICIES. AGGREGATE LIMITS SHOWN MAY HAVE BEEN REDUCED BY PAID CLAIMS.

INSR ADD'L LTR	TYPE OF INSURANCE	POLICY NUMBER	POLICY EFFECTIVE DATE (MM/DD/YY)	POLICY EXPIRATION DATE (MM/DD/YY)	LIMITS
A	GENERAL LIABILITY	CP0065476	10/01/03	10/01/04	EACH OCCURRENCE
	<input checked="" type="checkbox"/> COMMERCIAL GENERAL LIABILITY <input type="checkbox"/> CLAIMS MADE <input checked="" type="checkbox"/> OCCUR  GEN'L AGGREGATE LIMIT APPLIES PER: <input type="checkbox"/> POLICY <input type="checkbox"/> PRO-JECT <input type="checkbox"/> LOC				DAMAGE TO RENTED PREMISES (Ea occurrence) \$ MED EXP (Any one person) \$ PERSONAL & ADV INJURY \$ GENERAL AGGREGATE \$ PRODUCTS - COMP/OP AGG \$
A	AUTOMOBILE LIABILITY	CP0065476	10/01/03	10/01/04	COMBINED SINGLE LIMIT (Ea accident)
	<input checked="" type="checkbox"/> ANY AUTO <input type="checkbox"/> ALL OWNED AUTOS <input type="checkbox"/> SCHEDULED AUTOS <input checked="" type="checkbox"/> HIRED AUTOS <input checked="" type="checkbox"/> NON-OWNED AUTOS				\$SEE BELOW  BODILY INJURY (Per person) \$ BODILY INJURY (Per accident) \$ PROPERTY DAMAGE (Per accident) \$
	GARAGE LIABILITY				AUTO ONLY - EA ACCIDENT \$ OTHER THAN AUTO ONLY: EA ACC \$ AGG \$
	EXCESS/UMBRELLA LIABILITY				EACH OCCURRENCE \$ AGGREGATE \$ \$ \$ \$
A	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY	CP0065476	10/01/03	10/01/04	<input type="checkbox"/> WC STATUTORY LIMITS <input type="checkbox"/> OTHER
B	ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? If yes, describe under SPECIAL PROVISIONS below	EWC005191	10/01/03	10/01/04	E.L. EACH ACCIDENT \$SEE BELOW E.L. DISEASE - EA EMPLOYEE \$ E.L. DISEASE - POLICY LIMIT \$
	OTHER				

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES / EXCLUSIONS ADDED BY ENDORSEMENT / SPECIAL PROVISIONS

COMPANY A GL LIMITS:FS768.28 \$100,000 EACH CLAIMANT/\$200,000 PER ACCIDENT INCL.\$100,000 SIR

COMPANY A AL LIMITS:FS768.28 \$100,000 EACH CLAIMANT/\$200,000 PER ACCIDENT INCL.\$100,000 SIR

(See Attached Descriptions)

<b>CERTIFICATE HOLDER</b>  PALM BEACH COUNTY BOARD OF COUNTY COMMISSIONERS PARKS&REC 2700 6 AVENUE SOUTH Lake Worth, FL 33461	<b>CANCELLATION</b>  SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, THE ISSUING INSURER WILL ENDEAVOR TO MAIL <u>30</u> DAYS WRITTEN NOTICE TO THE CERTIFICATE HOLDER NAMED TO THE LEFT, BUT FAILURE TO DO SO SHALL IMPOSE NO OBLIGATION OR LIABILITY OF ANY KIND UPON THE INSURER, ITS AGENTS OR REPRESENTATIVES.  AUTHORIZED REPRESENTATIVE <i>[Signature]</i>
---	--

## IMPORTANT

If the certificate holder is an ADDITIONAL INSURED, the policy(ies) must be endorsed. A statement on this certificate does not confer rights to the certificate holder in lieu of such endorsement(s).

If SUBROGATION IS WAIVED, subject to the terms and conditions of the policy, certain policies may require an endorsement. A statement on this certificate does not confer rights to the certificate holder in lieu of such endorsement(s).

## DISCLAIMER

The Certificate of Insurance on the reverse side of this form does not constitute a contract between the issuing insurer(s), authorized representative or producer, and the certificate holder, nor does it affirmatively or negatively amend, extend or alter the coverage afforded by the policies listed thereon.

**DESCRIPTIONS (Continued from Page 1)**

COMPANY A WC/EL LIMITS: \$175,00 EXCESS OF \$275,000 SIR  
COMPANY B WC LIMITS: \$25,000,000 EXCESS OF \$500,000 RETENTION  
COMPANY B EL LIMITS: \$1,000,000 EXCESS OF \$500,000 RETENTION

RE: PROOF OF INSURANCE. THE INTEREST OF PALM BEACH COUNTY BOARD OF COUNTY COMMISSIONERS IS SHOWN AS AN ADDITIONAL INSURED SOLELY WITH RESPECT TO GENERAL LIABILITY COVERAGE AS EVIDENCED HEREIN AS REQUIRED BY WRITTEN CONTRAT WITH RESPECT TO WORK PERFORMED BY THE NAMED INSURED

**RESOLUTION NO. 137-04**

**A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF RIVIERA BEACH, PALM BEACH COUNTY, FLORIDA, EXPRESSING ITS INTENT TO COMPLY WITH THE COUNTYWIDE MINIMUM LEVEL OF SERVICE FOR FIRE RESCUE STANDARDS; AND PROVIDING AN EFFECTIVE DATE.**

**WHEREAS**, representatives of Palm Beach County ("the County") and the municipalities within the county ("the Cities") have engaged in extensive discussions regarding the implementation of countywide minimum fire-rescue level of service standards; and

**WHEREAS**; the County and the Cities have determined that the provision of fire and emergency medical services is a fundamental governmental service that affects the basic life, health, and safety of their residents and visitors; and

**WHEREAS**, the County and the Cities desire to voluntarily implement a countywide minimum level of service for all fire-rescue providers; and

**WHEREAS**, representatives of the County and the Cities have met, conferred, and established the criteria for a minimum level of fire-rescue service; and

**WHEREAS**, the County and the Cities have agreed on a five year implementation plan that includes a three year voluntary program to comply with all criteria except sub-paragraphs V-D, E and F; and

**WHEREAS**, the County and the Cities have agreed to coordinate their progress and status in implementing the level of service standards through the Fire-Rescue Level of Service Committee, whose membership is comprised of both municipal and county representatives.

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

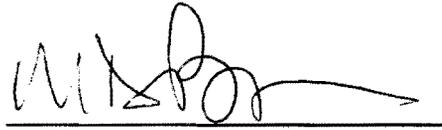
**Section 1:** The City of Riviera Beach will comply, subject to budget and appropriation of funds by the City Council, with the minimum Level of Service Standards as outlined in the "Countywide Minimum Level of Service for Fire-Rescue" document, attached hereto and made a part hereof.

**Section 2:** This resolution shall become effective upon its approval.

RESOLUTION NO. 137-04  
PAGE 2

PASSED and APPROVED this 21<sup>st</sup> day of July, 2004

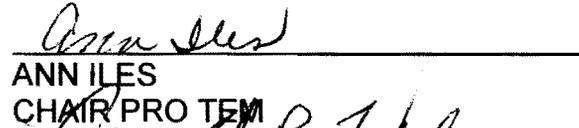
APPROVED:



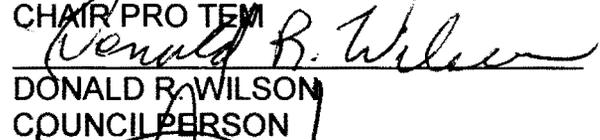
MICHAEL D. BROWN  
MAYOR



DAVID G. SCHNYER  
CHAIRPERSON



ANN ILES  
CHAIR PRO TEM

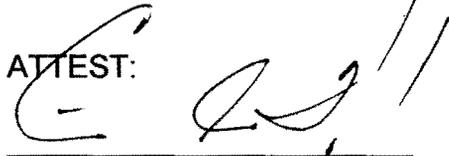


DONALD R. WILSON  
COUNCILPERSON

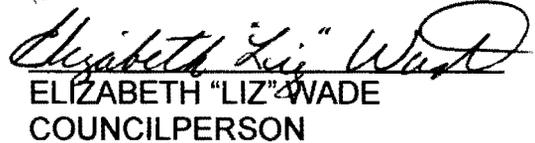


JUDY L. DAVIS  
COUNCILPERSON

ATTEST:



CARRIE E. WARD  
MASTER MUNICIPAL CLERK  
CITY CLERK



ELIZABETH "LIZ" WADE  
COUNCILPERSON

MOTIONED BY: E. Wade

SECONDED BY: J. Davis

D. SCHYNER aye

A. ILES aye

D. WILSON aye

J. DAVIS aye

E. WADE aye

REVIEWED AS TO LEGAL SUFFICIENCY

-----  
PAMALA HANNA RYAN, CITY ATTORNEY

DATE: -----

## COUNTYWIDE MINIMUM LEVEL OF SERVICE FOR FIRE-RESCUE

This countywide minimum level of service applies to all agencies providing fire-rescue services in Palm Beach County. A nine-member "Fire-Rescue Level of Service Committee," appointed by the Board of County Commissioners, in cooperation with municipalities, will serve in an advisory capacity to assist in the implementation of the standard. This nine-member committee shall be comprised of:

Seat	Category	Term
1	County Administrator (or designee)	Permanent Chairman
2	City Manager (small city)	1 year initial; 3 years thereafter
3	City Manager (large city)	2 year initial; 3 years thereafter
4	City Fire Chief (small city)	2 year initial; 3 years thereafter
5	City Fire Chief (large city)	1 year initial; 3 years thereafter
6	County Fire Chief	permanent
7	Labor representative	1 year initial; 3 years thereafter
8	Fire-Rescue Advisory Board member	2 year initial; 3 years thereafter
9	EMS Council	2 year initial; 3 years thereafter

It is the intent of this committee to be advisory in nature to assist with the implementation of the minimum Level of Service standard as well as to establish a timeline and work plan for the development of a common dispatch system in Palm Beach County that could provide closest unit response capability. The Committee will serve as a technical reviewing body on all fire-rescue providers' plans to comply with the proposed Level of Service standard and advise the Board of County Commissioners on a quarterly basis on the progress toward compliance.

Each provider will have three years to voluntarily comply with the LOS standard. If at the end of that period, all municipalities are not in compliance, the Board of County Commissioners will revisit the issue. All municipalities and County government will have until July 1, 2004 in order to adopt a resolution indicating their willingness to voluntarily comply with the proposed Level of Service.

Notwithstanding the three-year voluntary implementation process described above, all providers shall comply with the Level of Service standard, not later than October 1, 2007.

Functions of the Fire-Rescue Level of Service Committee are:

- review and approve a model resolution to be approved by County government and all municipalities to voluntarily comply with the proposed LOS standard;
- advocate the adoption/implementation of the proposed minimum LOS;
- assist providers in developing action plans to meet the minimum LOS;
- review initial reports submitted by all agencies;

- review action plans of those not in compliance and prepare quarterly progress reports to the Board of County Commissioners;
- review partnering arrangements to determine if they meet standards;
- review compliance reports;
- provide feedback reports, with specific recommendations to non-complying providers.
- serve as a central collection point for reviewing updated standards and determining inclusion into Palm Beach County standards;

Standards: The Committee will have no ongoing responsibility for standards and laws established by local, state and federal governments. The standards and laws included in this document are for reference purposes only. However, at the time an agency submits its compliance report, it shall attest to its overall compliance with all local state and federal regulations. On October 1, 2007, whatever edition of referenced standards that are in effect will be the baseline standard. Amendments to any referenced standard will be reviewed by the Committee within 6 months of their adoption to determine whether they should be incorporated into Palm Beach County Standards. Whenever reviewing amended standards for possible adoption, the Committee shall provide a sixty-day public comment period, followed by a public hearing, and then adoption of such standard.

Consultant: The Committee has the authority to recommend to the Board of County Commissioners to contract with a Fire and EMS expert to assist in the initial review of compliance reports and implementation plans. Said consultant would provide professional expertise to those agencies required to develop and implement a compliance plan, if requested by that agency.

Listed below are the specific criteria established as a minimum to be a provider of fire-rescue service in Palm Beach County:

## I. STAFFING

- A. Daily staffing should be no less than 11 personnel:
  1. 2 engines/quints (staffed with 3 each)
  2. 2 ALS transport units (staffed with 2 each - FS, Chapter 401.25(7b), 2002 compliant)
  3. 1 officer (Incident Commander)
    - (a) Minimum staffing may be accomplished through partnering with another provider, through interlocal agreement, as long as all partners are under a single dispatch/communications system, or separate, fully-integrated dispatch centers with common communications capabilities, which includes closest unit response between the partnering agencies, operate on the scene utilizing the same Standard Operating Guidelines, and utilize the Incident Management System, as adopted by the Palm Beach County Fire Chiefs Association.
    - (b) Alternative deployment strategies for personnel and equipment submitted as equivalencies to this standard must be reviewed and considered for approval by the Committee.

- B. Each provider will employ or contract with a State Certified Fire Inspector, as outlined in FS, Chapter 633.081, 2002

*references: Florida Statutes, Chapter 401.25(7b), 2002*

*Florida Statutes, Chapter 633.081, 2002*

*Incident Management System, as adopted by PBC Fire Chiefs Assn*

## II. APPARATUS/EQUIPMENT

- A. All fire engines/quints, as a minimum, shall be Class A pumpers, and shall meet NFPA Standard 1901, 1999 edition, plus
  1. carry adequate adaptors to provide continuous fire flow to neighboring jurisdictions.
  2. carry or have available at the emergency scene hydraulic equipment capable of releasing entrapped victims.
- B. All ALS transport units shall meet State Licensing requirements
  1. transport capable (meeting FS 401)
  2. equipment to meet FS 401 for ALS transport (Admin Code 64E2, revised November, 2002)

## III. TRAINING/CERTIFICATION OF PERSONNEL

- A. Basic (FF II, EMT) [Note: Strategies to certify FF I's to FF II level and non-EMT's to EMT level should be included in an Agency's compliance plan.]
- B. Paramedic
- C. Hazardous Materials (Operational Level)
- D. Supervisors - Incident Command Training (per IMS adopted by PBC Fire Chiefs)
- E. State Certified Municipal Fire Inspector Certification (for at least 1 employee or outside contractor)
- F. Emergency Medical Dispatch Training (for dispatchers), Utilizing certification available through; A.P.C.O., Medical Priorities, or Powerphone.

*references: EMS Ordinance #01-25*

*Regional Haz Mat Ordinance #01-27*

*Incident Management System, as adopted by Palm Beach County Fire Chiefs Association*

*29 CFR 1910, July, 2001 edition*

## IV. COMMUNICATIONS

- A. CAD systems that produce standardized data (implementation to be in accordance with Section V)
- B. Synchronization of clocks
- C. Emergency Medical Dispatch and pre-arrival instructions
- D. Policies & Procedures to capture response time elements
- E. Records Management System, standard reports
- F. interoperability with other systems in the County (at a minimum each operational unit shall have access to the County-Wide, 800 MHz mutual aid talk groups)

*references: Incident Management System, as adopted by Palm Beach County Fire Chiefs Association*

*NFPA 1221, 1999 edition*

V. RESPONSE TIME/PERFORMANCE

- A. uniform response time elements will be alarm handling, turnout time and travel time, for all responding emergency units
- B. all providers shall respond to all emergency fire and medical calls in an average of 8 minutes total response time
- C. by March 1, 2007, the Committee shall identify exclusions of call groups for response time reporting (i.e., Code 1 responses and mutual aid responses)
- D. by October 1, 2007, each provider will have a CAD system that captures all established time elements, as identified and adopted by the Committee
- E. by October 1, 2008, each provider will report all established time elements to the Committee on a quarterly basis
- F. by October 1, 2009, the Committee will establish a response time standard which will become part of the compliance requirements

*references: EMS Ordinance #01-25 and Rules & Regulations  
Haz Mat Ordinance #01-27*

VI. INCIDENT MANAGEMENT

All agencies shall adopt and utilize the Palm Beach County Fire Chiefs Association Incident Management System, with appendices.

*references: Incident Management System, as adopted by the Palm Beach County Fire Chiefs Association  
Chapter 633, Florida Statutes, 2002  
Florida Administrative Code 4A-62, revised November, 2001  
29 CFR 1910.134, July 2001 edition  
NFPA 1500, 1997 edition  
NFPA 1710, 2001 edition*



II. FISCAL IMPACT ANALYSIS

A. Five Year Summary of Fiscal Impact:

Fiscal Years 20\_\_\_\_ 20\_\_\_\_ 20\_\_\_\_ 20\_\_\_\_ 20\_\_\_\_

Capital Expenditures \_\_\_\_\_  
Operating Costs \_\_\_\_\_  
External Revenues \_\_\_\_\_  
Program Income (County) \_\_\_\_\_  
In-Kind Match (County) \_\_\_\_\_

NET FISCAL IMPACT

No. ADDITIONAL FTE POSITIONS (Cumulative)

Is Item Included In Current Budget? Yes \_\_\_\_\_ No \_\_\_\_\_  
Budget Account No.: Fund \_\_\_\_\_ Department \_\_\_\_\_ Unit \_\_\_\_\_  
Object \_\_\_\_\_ Reporting Category \_\_\_\_\_

B. Recommended Sources of Funds/Summary of Fiscal Impact:

C. Departmental Fiscal Review: \_\_\_\_\_

III. REVIEW COMMENTS

A. OFMB Fiscal and/or Contract Dev. and Control Comments:

\_\_\_\_\_  
OFMB Contract Dev. and Control

B. Legal Sufficiency:

\_\_\_\_\_  
Assistant County Attorney

C. Other Department Review:

\_\_\_\_\_  
Department Director

RESOLUTION NO. R-2004-\_\_\_\_\_

RESOLUTION OF THE BOARD OF COUNTY  
COMMISSIONERS OF PALM BEACH COUNTY, FLORIDA,  
COMMITTING TO COMPLY WITH MINIMUM FIRE-  
RESCUE LEVEL OF SERVICE STANDARDS.

WHEREAS, representatives of Palm Beach County ("the County") and the municipalities within the County ("the Cities") have engaged in extensive discussions regarding the implementation of countywide minimum fire-rescue level of service standards; and

WHEREAS, the County and the Cities have determined that the provision of fire and emergency medical services is a fundamental governmental service that affects the basic life, health, and safety of their residents and visitors; and

WHEREAS, the County and the Cities desire to voluntarily implement a countywide minimum level of service for all fire-rescue providers; and

WHEREAS, representatives of the County and the Cities have met, conferred, and established the criteria for a minimum level of fire-rescue service; and

WHEREAS, the County and the Cities have agreed on a five year implementation plan that includes a three year voluntary program to comply with all criteria except sub-paragraphs V-D, E and F; and

WHEREAS, the County and the Cities have agreed to coordinate their progress and status in implementing the level of service standards through the Fire-Rescue Level of Service Committee, whose membership is comprised of both municipal and county representatives.

NOW, THEREFORE, BE RESOLVED BY THE BOARD OF COUNTY COMMISSIONERS OF PALM BEACH COUNTY, FLORIDA, that:

Palm Beach County will comply with the minimum Level of Service standards as outlined in Exhibit A ("Countywide Minimum Level of Service For Fire-Rescue"), attached hereto and made a part hereof.

The foregoing Resolution was offered by

Commissioner \_\_\_\_\_, who moved its adoption. The motion was seconded by

Commissioner \_\_\_\_\_, and upon being put to a vote, the vote was as follows:

- Commissioner Karen T. Marcus, Chair
- Commissioner Tony Masilotti, Vice Chairman
- Commissioner Jeff Koons
- Commissioner Warren H. Newell
- Commissioner Mary McCarty
- Commissioner Burt Aaronson
- Commissioner Addie Greene

The Chair thereupon declared the Resolution duly passed and adopted this \_\_\_\_\_ day of \_\_\_\_\_, 2004.

PALM BEACH COUNTY, FLORIDA, BY ITS BOARD OF COUNTY COMMISSIONERS  
DOROTHY H. WILKEN, CLERK

By: \_\_\_\_\_  
Deputy Clerk

APPROVED AS TO FORM AND LEGAL SUFFICIENCY

By: \_\_\_\_\_  
Assistant County Attorney

**PALM BEACH COUNTY**  
**COMMITTEE ON FIRE-RESCUE LEVEL OF SERVICE**

**COST ANALYSIS STUDY**

**Background:**

The Committee on Fire-Rescue Level of Service was charged with identifying the costs that would be involved in bringing all fire-rescue providers in Palm Beach County up to the proposed Minimum Level of Service (Appendix 1). The consultant was engaged to work with the Committee to collect data, identify organizational and operational alternatives and develop the required cost estimates.

The 20 different agencies that currently provide fire-rescue services within Palm Beach County were surveyed to determine their current levels of service, resources and service delivery models. Specific cost information was also requested from each agency. Responses were received from 19 agencies<sup>1</sup> and follow-up discussions were conducted to ensure that the necessary information was obtained and accurately interpreted.

An initial evaluation was conducted to determine if each agency currently meets the proposed minimum level of service. This initial evaluation required a significant degree of judgment, due to the variety of circumstances and service delivery methods that were reported. The cost analysis was conducted for the agencies that do not currently meet the proposed standard. A minimum of two alternative strategies were identified for each agency.

**Current Situation**

The initial analysis determined that 9 of the 20 agencies currently meet the proposed level of service or have the resources that would be required to meet the basic criteria<sup>2</sup>. These agencies are Boca Raton Fire Rescue, Boynton Beach Fire Rescue, Delray Beach Fire Rescue, Lake Worth Fire Rescue, Palm Beach County Fire Rescue, Palm Beach Fire Rescue, Palm Beach Gardens Fire Rescue, Riviera Beach Fire Rescue and West Palm Beach Fire Rescue. As expected, these are the largest individual fire rescue agencies. Together they protect more than 92% of the population in Palm Beach County.

All of the agencies that meet the proposed standard utilize fairly similar service delivery models. All of these agencies operate a combination of ALS-transport vehicles and either engines or quints as fire suppression units. In most cases the ALS units are staffed with either 2 or 3 personnel and fire suppression units have 3 crewmembers assigned. In some instances certain engine companies are operated with only 2 personnel, however each agency normally operates at least 2 engines with 3 personnel.

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<sup>1</sup> No response was received from South Bay

<sup>2</sup> In some cases the staffing of particular units did not meet the minimum criteria, however the agency has sufficient personnel on duty to meet the overall minimum requirements.

The remaining 11 agencies were determined to fall below the proposed minimum level of service standards for a variety of reasons. These agencies provide fire rescue services for 14 municipalities (Tequesta, Jupiter Inlet Colony, North Palm Beach, Palm Beach Shores, South Palm Beach, Manalapan, Ocean Ridge, Briny Breezes, Palm Springs, Greenacres, Atlantis, Belle Glade, Pahokee and South Bay). In each of these cases the normal daily staffing level is below the specified minimum of 11 fire-rescue personnel on duty. The service delivery models employed by these agencies vary considerably.

Three of the agencies that do not have sufficient personnel on duty to meet the standard operate in a similar manner to the agencies that would meet the standard. These agencies operate staffed engines and ALS-transport vehicles with 2 or 3 on-duty personnel per vehicle (Tequesta, North Palm Beach and Greenacres).

Two of the agencies operate staffed fire suppression vehicles and provide BLS-level medical service, but do not have ALS-transport capability (Pahokee and Belle Glade). AMR Ambulance provides ALS-transport in both of these areas.

One agency operates an all-volunteer fire company and contracts with Palm Beach County Fire Rescue for ALS-transport service (Palm Beach Shores).

Five agencies operate as public safety departments and utilize the same personnel for law enforcement, fire suppression and initial response to emergency medical incidents (South Palm Beach, Manalapan, Ocean Ridge, Palm Springs and South Bay). None of these agencies provides ALS-transport service and only one provides ALS patient treatment (Palm Springs). AMR Ambulance provides ALS-transport service for South Palm Beach, Manalapan and South Bay. Ocean Ridge and Briny Breezes contract with Boynton Beach Fire Rescue for ALS-transport.

Back up for the on-duty personnel in various jurisdictions is provided by a variety of cross-trained public safety officers<sup>3</sup> (North Palm Beach, Greenacres, Palm Springs and South Bay), volunteer fire fighters (North Palm Beach, Belle Glade and Pahokee) and mutual aid agreements.

### **Alternative Strategies for Meeting Minimum Level of Service**

Each agency would have to consider a variety of options to meet the minimum level of service. In several cases these options would result in significantly different costs. Some of the agencies reported that particular alternatives were already in the process of being explored, negotiated or implemented. The circumstances of each individual agency were considered to identify potential strategies.

In each case the option of bringing the agency itself up to the minimum daily staffing level was considered as one alternative. At least two additional alternative approaches were identified for each agency. These alternatives include contracting out for fire rescue

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<sup>3</sup> Within the public safety agencies there are employees with single-, dual- and triple- certifications. (Police officers; paramedics; police officer – firefighters; firefighter – EMTs; firefighter – paramedics; police officer – paramedics, police officer – EMTs; police officer – firefighter – paramedics; and police officer – firefighter – EMTs) The combinations and numbers of personnel on duty with various certifications tend to vary considerably from day to day within these agencies, however most have requirements for a minimum number of personnel on duty with each certification.

services from another agency, establishing partnerships between agencies and consolidating two or more agencies into a single agency. A partnership approach would have to include consolidated dispatch and communications as well as automatic closest unit response.

### **Tequesta & Jupiter Inlet Colony**

- Option 1:** Increase staffing to provide a minimum of 11 personnel on duty
- Option 2:** Partnership with Palm Beach County Fire Rescue
- Option 3:** Partnership with Martin County Fire Rescue

Tequesta Fire Rescue normally operates with a minimum of 5 personnel on duty and sometimes has 6 or 7 personnel on duty. The existing operation would blend well with either Palm Beach County Fire Rescue or Martin County Fire Rescue.

The least expensive and most logical strategy for Tequesta would be to establish an operational partnership with Palm Beach County Fire Rescue. Tequesta Fire Rescue would not have to add any personnel and could possibly derive revenue by responding to calls in the area currently covered by Palm Beach County Fire Rescue Station 11. (This would allow Station 11 to be closed.) Tequesta would gain immediate back up from Palm Beach County Fire Rescue Station 18. Tequesta's automatic assistance agreement with Martin County could also be maintained.

The alternative of establishing a cooperative relationship with Martin County would also involve very little cost to Tequesta. The cost of a command officer could be shared between the two agencies.

### **North Palm Beach**

- Option 1:** Increase staffing to provide a minimum of 11 personnel on duty
- Option 2:** Partnership with Palm Beach Gardens / Palm Beach County Fire Rescue
- Option 3:** Partnership with Riviera Beach Fire Rescue

North Palm Beach Public Safety normally maintains a minimum of 4 fire rescue personnel on duty at the fire station. Additional fire and/or medically certified public safety personnel are usually on duty. Depending on shift assignments and the certifications of various individuals, there are sometimes 5 personnel on duty at the station. The on-duty personnel are supported by a contingent of volunteer fire fighters.

North Palm Beach could meet the level of service standard by maintaining a minimum of 5 fire rescue personnel on duty at all times and establishing a partnership with a neighboring agency. The logical partners for North Palm Beach would be Palm Beach County and Palm Beach Gardens. (A reciprocal relationship with one would automatically extend to the other.) The alternative would be a partnership with Riviera Beach.

### **Palm Beach Shores**

- Option 1:** Establish a Fire Rescue Department with a minimum of 11 personnel on duty
- Option 2:** Partnership with Riviera Beach Fire Rescue

**Option 3: Contract for service from Riviera Beach Fire Rescue**

It would be prohibitively expensive for Palm Beach Shores to establish a stand-alone fire rescue agency or even to provide sufficient personnel on duty to establish a partnership with Riviera Beach or any other agency. The minimum staffing that would be reasonable to establish a reciprocal relationship would be three personnel on duty at the Palm Beach Shores station with an engine and a rescue unit operating in "either/or" status.

The logical alternative for Palm Beach Shores is to contract for service from Riviera Beach Fire Rescue. The revenue derived from the contract would allow Riviera Beach to maintain at least 5 personnel on duty at the Singer Island station. The Palm Beach Shores volunteer fire company could be maintained as a local option.

**South Palm Beach and Manalapan**

**Option 1:** Establish two independent Fire Rescue Departments with a minimum of 11 personnel on duty in each agency

**Option 2:** Contract for service from Palm Beach County Fire Rescue

**Option 3:** Establish a shared Fire Rescue Department with a minimum of 11 personnel on duty

Due to their geographic proximity, potential strategies for South Palm Beach and Manalapan were examined together. Both municipalities currently utilize public safety officers for fire suppression and AMR Ambulance for ALS-transport service. It would be extremely expensive for each community to establish a stand-alone fire rescue agency or even for the two municipalities to share the cost of a stand-alone agency with 11 fire-rescue personnel on duty.

South Palm Beach and Manalapan both reported that they are in negotiations to contract for fire rescue service from Palm Beach County Fire Rescue. This plan would result in the establishment of a single 3-person station in Manalapan. This would be the most cost-effective strategy for these two municipalities to meet the proposed minimum level of service standard.<sup>4</sup>

**Ocean Ridge & Briny Breezes**

**Option 1:** Establish a Fire Rescue Department with a minimum of 11 personnel on duty

**Option 2:** Partnership with Boynton Beach Fire Rescue

**Option 3:** Contract for service from Boynton Beach Fire Rescue

Ocean Ridge Public Safety currently provides fire suppression coverage for Ocean Ridge and Briny Breezes, while Boynton Beach Fire Rescue provides ALS-transport service. The tax base would not support the cost of a stand-alone fire rescue agency for Ocean Ridge and Briny Breezes. The more reasonable alternatives would be a stand-alone agency with sufficient resources to establish a partnership with Boynton Beach or a contract to obtain both fire and rescue services from Boynton Beach. The contract service alternative is currently being negotiated.

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<sup>4</sup> The cost figures used for this option were obtained from Palm Beach County Fire Rescue based on a pending proposal.

## **Palm Springs**

- Option 1:** Establish a Fire Rescue Department with a minimum of 11 personnel on duty
- Option 2:** Partnership with Palm Beach County Fire Rescue
- Option 3:** Partnership with Greenacres Public Safety

Palm Springs Public Safety maintains one paramedic on duty at the fire-rescue station and a second paramedic-public safety officer on patrol. ALS-transport service is provided by AMR Ambulance. Public safety officers and some of the paramedics are cross-trained for fire suppression.

Palm Springs has a reciprocal relationship with Greenacres for back-up resources, however this does not provide for closest unit response. A more comprehensive partnership between Palm Springs and Greenacres would not meet the objective of closest unit response, because there are three Palm Beach County stations and one Lake Worth station closer to Palm Springs than the nearest Greenacres station. These stations are closer to some parts of Palm Springs than the Palm Springs station.

The cost of establishing a stand-alone fire-rescue agency for Palm Springs would be very high. The cost of providing sufficient staffing to establish a partnership agreement with either Greenacres or Palm Beach County Fire Rescue would be more reasonable.

In order to establish an effective reciprocal relationship with another agency, Palm Springs would have to adopt a similar service delivery model. Palm Springs would have to maintain a minimum of 5 fire rescue personnel on duty to partner equally with either Palm Beach County or Greenacres. This model would place Palm Springs on a par with the surrounding municipalities for fire rescue staffing.

## **Greenacres & Atlantis**

- Option 1:** Increase staffing to provide a minimum of 11 personnel on duty
- Option 2:** Partnership with Palm Beach County Fire Rescue
- Option 3:** Partnership with Palm Springs Public Safety

Greenacres Public Safety operates with a similar service delivery model to most of the fire rescue agencies in Palm Beach County. A minimum of 9 fire rescue personnel are on duty at two stations to provide fire suppression and ALS-transport services for Greenacres and Atlantis. Increasing the minimum staffing level to 11 would allow Greenacres to meet the proposed minimum level of service standard as a stand-alone agency.

Greenacres could establish an effective reciprocal closest unit response relationship with Palm Beach County Fire Rescue with a total of 10 personnel on duty – 5 at each station. Four Palm Beach County stations are located close enough to reach parts of Greenacres and Atlantis more quickly than units from either of the two Greenacres stations. Similarly, Greenacres units can reach some unincorporated areas more quickly than Palm Beach County units.

A partnership with Palm Springs<sup>5</sup> could also be used to meet the minimum level of service standard, however this relationship would not provide closest unit response in Greenacres. The estimated cost of this alternative to Greenacres includes sharing the cost of an on-duty command officer between the two agencies.

### **Belle Glade, Pahokee & South Bay**

- Option 1:** Increase staffing to provide a minimum of 11 personnel on duty in each agency
- Option 2:** Establish a consolidated agency for Belle Glade, Pahokee, South Bay and Palm Beach County (Glades MSTU)

Palm Beach County currently contracts with Belle Glade and Pahokee to provide coverage for the Glades MSTU area. The option of three independent fire rescue agencies, each meeting the level of service standard, would be extremely costly.

The most cost-effective approach for Belle Glade, Pahokee, South Bay and the County to meet the proposed minimum level of service standard would be to establish a single, consolidated fire rescue agency. The existing agencies generally have a combined total of 8 or 9 personnel on duty and the standard could be met by adding sufficient staffing to maintain 11 personnel on duty. The total cost of a consolidated agency could be shared among the three municipalities and Palm Beach County (Glades MSTU).

The proposed standard mandates ALS-transport service, which is currently provided by a private contractor in the western part of Palm Beach County. A decision would have to be made on whether the fire-rescue agencies should assume this responsibility.

### **Cost Estimates**

The estimated cost of each alternative approach was derived from a set of assumptions:

- A basic complement of 4 firefighters, 4 firefighter-paramedics, 2 lieutenants and one captain on duty at all times was used as the assumed model for a stand-alone fire rescue agency. The average annual cost to staff an agency at this level was determined to approximately \$2.9 million.
- The cost of adding fulltime personnel was estimated by calculating an assumed cost to staff a fire rescue position 24 hours per day, 7 days per week and multiplying this figure by the number of positions that would have to be added to each agency. A coverage factor was derived by considering the average workweek per employee, including allowances for vacation, sick leave and other absences. Due to the wide variations in salaries, benefits, leave experience and other factors reported by the individual agencies, a theoretical "blended cost" was developed for the positions of firefighter, firefighter-paramedic, lieutenant and captain. The resulting cost estimates are not precise for any particular agency, however they are within a reasonable margin of error for most cases.

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<sup>5</sup> Palm Springs would have to increase its staffing level to establish a partnership with Greenacres.

- Additional costs were calculated for vehicles and equipment that would be required. It is assumed that the existing facilities could be used.
- The cost estimates do not include administrators, dispatchers, certified municipal fire inspectors and other staff. These costs would not change greatly with alternative organization structures and are relatively minor in comparison to the cost of providing 24 hour staffing for emergency responders.
- Additional training costs to bring existing employees up to required certification levels were not calculated.
- Reimbursements for one agency responding to an incident in a different agency's territory were not estimated. The numbers of calls and resulting reimbursements are assumed to be balanced.

Several assumptions had to be made concerning the distribution of costs among municipalities that could share services. For example, in a situation where two or more municipalities would establish a new stand-alone fire rescue agency, the cost was divided equally among the municipalities. Contractual service agreements usually involve negotiated fees. The assumptions for each case are explained in the footnotes.

Table 1 presents the estimated costs for the options that were identified for each existing agency.

Table 2 presents the total cost of meeting the proposed minimum level of service, considering the low and high estimates for each municipality.

Table 1 – Options and estimated costs for each agency to meet the proposed minimum level of service criteria.

AGENCY	OPTION	DESCRIPTION	INITIAL CAPITAL EXPENSE	ANNUAL OPERATING COST
Tequesta	1	STAND ALONE		\$ 1,644,000
	2	+PALM BEACH COUNTY		0
	3	+MARTIN COUNTY		\$ 173,500
North Palm Beach	1	STAND ALONE		\$ 1,759,000
	2	+PB GARDENS & COUNTY		\$ 115,000
	3	+RIVIERA BEACH		\$ 288,500
Palm Beach Shores	1	STAND ALONE	\$ 500,000	\$ 2,941,000
	2	+RIVIERA BEACH	\$ 250,000	\$ 809,000
	3	RIVIERA BEACH CONTRACT		\$ 200,000
South Palm Beach	1	STAND ALONE	\$ 500,000	\$ 2,941,000
	2	PALM BEACH COUNTY MSTU		\$ 652,000
	3	+MANALAPAN	\$ 125,000	\$ 1,470,500
Manalapan	1	STAND ALONE	\$ 500,000	\$ 2,941,000
	2	PBCFR Contract		\$ 652,000
	3	+SOUTH PALM BEACH	\$ 125,000	\$1,470,500
Ocean Ridge	1	STAND ALONE	\$ 500,000	\$ 2,941,000
	2	+BOYNTON BEACH	\$ 125,000	\$ 837,000
	3	BOYNTON BCH CONTRACT		<i>negotiate</i>
Palm Springs	1	STAND ALONE	\$ 125,000	\$ 2,683,000
	2	+PALM BEACH COUNTY		\$ 1,039,000
	3	GREENACRES		\$ 1,212,500
Greenacres	1	STAND ALONE		\$ 807,000
	2	+PALM BEACH COUNTY		\$ 230,000
	3	+PALM SPRINGS		\$ 173,000
Belle Glade	1	STAND ALONE	\$ 250,000	\$ 1,700,000
Pahokee	1	STAND ALONE	\$ 250,000	\$ 2,021,000
South Bay	1	STAND ALONE	\$ 250,000	\$ 2,941,000
Belle Glade, Pahokee, South Bay & Palm Beach County	2	Consolidated	\$ 375,000	\$ 863,000

+ indicates partnership relationship

Table 2: Total cost of compliance with proposed minimum level of service – low and high estimates

Municipality	Low Cost Estimate (annual operating)	High Cost Estimate (annual operating) (initial capital)	
Tequesta/Jupiter Inlet Colony	0	\$ 1,644,000	0
North Palm Beach	\$ 115,000	\$ 1,759,000	0
Palm Beach Shores	\$ 200,000 <sup>6</sup>	\$ 2,941,000	\$ 500,000
South Palm Beach	\$ 652,000 <sup>7</sup>	\$ 2,941,000	\$ 500,000
Manalapan	\$ 652,000 <sup>7</sup>	\$ 2,941,000	\$ 500,000
Ocean Ridge/Briny Breezes	<i>negotiated cost</i> <sup>8</sup>	\$ 2,941,000	\$ 500,000
Palm Springs	\$ 1,039,000	\$ 2,683,000	\$ 125,000
Greenacres/Atlantis	\$ 173,500	\$ 807,000	0
Belle Glade	\$ 863,000 <sup>9</sup>	\$ 1,700,000	\$ 250,000
Pahokee		\$ 2,021,000	\$ 250,000
South Bay		\$ 2,941,000	\$ 250,000
<b>TOTAL</b>	<b>\$ 3,694,500</b>	<b>\$ 18,657,000</b>	<b>\$ 2,125,000</b>

<sup>6</sup> Estimated cost of contract with Riviera Beach – subject to negotiations

<sup>7</sup> Negotiated cost provided by PBCFR

<sup>8</sup> To be added

<sup>9</sup> The annual operating cost for a fully compliant consolidated fire department for Belle Glade, Pahokee, South Bay and the surrounding unincorporated area would be approximately \$863,000 more than the combined operating budgets for the existing agencies. The total cost would have to be divided among the three municipalities and Palm Beach County (Glades MSTU). This operating cost would include staffing for ALS-transport service. An initial capital expenditure of approximately \$375,000 would be required to equip this agency to provide ALS transport.

RESOLUTION NO. 138-04

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF RIVIERA BEACH, PALM BEACH COUNTY, FLORIDA, AUTHORIZING THE MAYOR AND CITY CLERK TO EXECUTE A ONE YEAR AGREEMENT WITH THE DISTRICT BOARD OF TRUSTEES OF PALM BEACH COMMUNITY COLLEGE PROVIDING FOR THE EDUCATION AND TRAINING OF STUDENTS IN THE PARAMEDIC AND EMT PROGRAMS AT PALM BEACH COMMUNITY COLLEGE; AND PROVIDING AN EFFECTIVE DATE.

**WHEREAS**, the City of Riviera Beach and District Board of Trustees of Palm Beach Community College desire to execute a one year agreement commencing August 6, 2004 to August 6, 2005 for the education and training of students in the Paramedic and EMT programs; and

**WHEREAS**, this agreement is mutually beneficial for each agency as these students may eventually become Riviera Beach Fire Rescue personnel.

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

**Section 1:** The Mayor and City Clerk are authorized to execute an agreement with the District Board of Trustees of Palm Beach Community College to provide for the education and training of students in the Paramedic and EMT programs.

**Section 2:** A Copy of agreement is attached hereto and made part thereof.

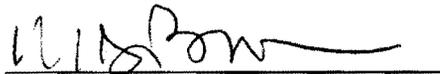
**Section 3:** This Resolution shall take effect upon its passage and approval by City Council.

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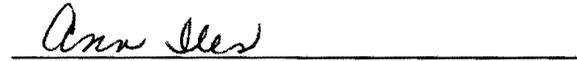
RESOLUTION NO. 138-04  
PAGE 2

PASSED and APPROVED this 4<sup>th</sup> day of ~~July~~ AUGUST, 2004

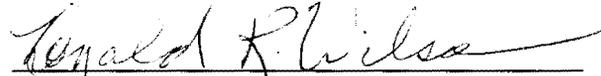
APPROVED:

  
MICHAEL D. BROWN  
MAYOR

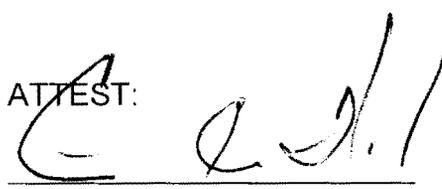
  
DAVID G. SCHNYER  
CHAIRPERSON

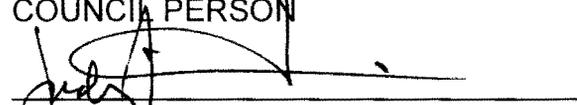
  
ANN ILES  
CHAIR PRO TEM

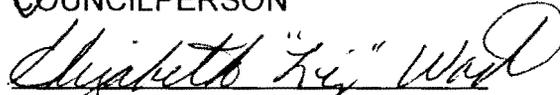
(MUNICIPAL SEAL)

  
DONALD R. WILSON  
COUNCIL PERSON

ATTEST:

  
CARRIE E. WARD  
MASTER MUNICIPAL CLERK  
CITY CLERK

  
JUDY L. DAVIS  
COUNCILPERSON

  
ELIZABETH "LIZ" WADE  
COUNCILPERSON

MOTIONED BY: D. WILSON

SECONDED BY: E. WADE

D. SCHYNER AYE

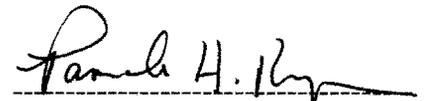
A. ILES AYE

D. WILSON AYE

J. DAVIS AYE

E. WADE AYE

REVIEWED AS TO LEGAL SUFFICIENCY

  
PAMALA HANNA RYAN, CITY ATTORNEY

DATE: 7/29/04

## AGREEMENT

This Agreement, made and entered into on this 4 day of August, 2004 by and between The CITY of RIVIERA BEACH, 600 West Blue Heron Boulevard, Riviera Beach, Florida, 33404, hereinafter referred to as "FIRE RESCUE", and Palm Beach Community College, 4200 Congress Avenue, Lake Worth, Florida 33461, a public corporation under the laws of the State of Florida, hereinafter referred to as "COLLEGE.

Whereas, the parties hereto desire to enter into a contractual arrangement providing for education and training of students in the Paramedic and Emergency Medical Technician (EMT) programs.

### **NOW THEREFORE, It Is Agreed Between The Parties As Follows:**

1. COLLEGE has undertaken to educate and train students in the Paramedic and EMT programs.
2. The programs shall be under the auspice of COLLEGE, as defined in Florida State Statute Chapter 401 and Administrative Code 64E-2.036, Training Program.
3. This agreement shall continue for one (1) year and may be renewed annually by the mutual consent of both parties. This agreement may be terminated by either party with or without cause upon thirty (30) days prior written notice, but such termination shall not be effective as to the then enrolled students who shall have an opportunity to complete their program.

### **COLLEGE Further Agrees To:**

1. COLLEGE hereby represents that it has complied and shall continue to comply with all applicable Federal and State statutes and local ordinances. Further, COLLEGE shall be solely responsible for obtaining and complying with all necessary permits, approvals and authorizations required for the training programs which are the subject of this Agreement from any federal, state, regional, county, or city agency.

2. Ensure that students in the Paramedic and EMT program are subject to and comply with the rules and regulations of COLLEGE and receive the training and certification required by Florida State Statute Section 401.2701 and Administrative Code 64E-2.036, Training Program.

3. Adhere to the policies and procedures established by FIRE RESCUE to include Exposure Control Plan for Blood Borne Pathogens and all related Infectious Control Policies.

4. Consult with the FIRE RESCUE designee selecting clinical experiences for the students of the program. However, COLLEGE acknowledges and hereby agrees that such clinical experiences shall ultimately be decided by FIRE RESCUE and as the circumstances may permit.

5. Provide a list of students and the dates for which such students are expected to participate in the clinical experiences to FIRE RESCUE.

6. COLLEGE shall ensure that each student provides at his or her own expense the following:

- a. Uniforms
- b. Laundry service
- c. Transportation
- d. Meals
- e. Physical examination
- f. Required immunizations
- g. Hospital and medical treatment
- h. Personal/private accident insurance or evidence of such protection so as to include Professional liability insurance coverage of not less than \$1,000,000.00 per occurrence and \$3,000,000.00 aggregate. Such insurance shall specifically include FIRE RESCUE as an additional insured.

7. No student shall perform any procedure(s) on a patient unless such student has previously demonstrated sufficient competency at such procedure(s) so as to satisfy any federal, state, regional, county, city and/or educational requirement(s) for the performance of such procedure(s).

**FIRE RESCUE Further Agrees To:**

1. Provide the necessary facilities for clinical experiences for Paramedic and EMT instruction.
2. Cooperate in the assignments of the students at FIRE RESCUE with staff of COLLEGE, however; such assignments shall be in accordance with the Fire Rescue's established shifts, available qualified supervisory personnel and station availability.
3. Provide liaison between the FIRE RESCUE administrator and COLLEGE Paramedic Program coordinator.
4. Provide for supervision at all times of students while participating in the clinical setting at FIRE RESCUE.

**Both Parties Further Agree as Follows:**

1. No student shall in connection with this agreement or performance of services hereunder have a right to or claim for any wages, salary, or any other form of compensation, unemployment compensation, civil service or other employee rights, privileges and/or benefits granted by operation of law or otherwise. No student shall be deemed an employee of FIRE RESCUE, for any purpose, during the performance of services hereunder.
2. Neither party to this Agreement nor their respective officers, agents, representatives or employees shall be deemed to have assumed any liability for the negligent or wrongful acts or omissions of the other.
3. To the extent permitted by law, COLLEGE, shall indemnify and save harmless and defend FIRE RESCUE, 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 COLLEGE, its students, agents, servants, or employees in the performance of services under this Contract. Nothing in this provision shall be construed as consent by FIRE RESCUE to be sued, nor as a waiver of sovereign immunity beyond the waiver provided in Section 768.28, Florida Statutes.
4. No remedy herein conferred upon any party is intended to be exclusive of any other remedy, and each and every such remedy shall be cumulative and shall be in addition to every other remedy given hereunder or now or hereafter existing at law or in equity or by statute or otherwise. No single or partial exercise by any party of any right, power, or remedy hereunder shall preclude any other or further exercise thereof.

5. This Agreement and any dispute, disagreement, or issue of construction, declaration or interpretation arising hereunder whether relating to its execution, its validity, the obligations provided herein, performance or breach shall be governed and interpreted according to laws of the State of Florida. Any and all action necessary to enforce the Agreement will be held in Palm Beach County, Florida. If any action, whether in law, equity or otherwise is brought for the interpretation or enforcement of this Agreement, or because of an alleged dispute, breach, default or misrepresentation in connection with any provision of this Agreement, the successful or prevailing party or parties shall be entitled to recover reasonable attorney's fees, court costs and all expenses (including taxes) even if not taxable as court costs (including, without limitation, all such fees, costs and expenses incident to appeals), incurred in that action or proceeding, in addition to any other relief to which such party or parties may be entitled.

6. FIRE RESCUE and COLLEGE, agree that this Agreement sets forth the entire agreement between the parties, and that there are no promises or understandings other than those stated herein. None of the provisions, terms and conditions contained in this Agreement may be added to, modified, superseded or otherwise altered, except by written instrument executed by the parties.

7. Failure of FIRE RESCUE to enforce or exercise any right(s) under this agreement shall not be deemed a waiver of FIRE RESCUE'S right to enforce or exercise said right(s) at any time thereafter.

8. This agreement shall not be construed more strongly against either party regardless of who was more responsible for its preparation.

9. In the event that any section, paragraph, sentence, clause, or provision hereof is held invalid by a court of competent jurisdiction, such holding shall not affect the remaining portions of this Agreement and the same shall remain in full force and effect.

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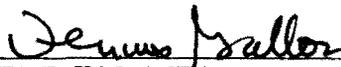
AGREEMENT WITH THE CITY OF RIVIERA BEACH

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

COLLEGE

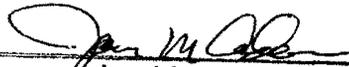
BY:   
MICHAEL D. BROWN  
MAYOR

BY:   
(PRINT NAME:)  
(PRINT TITLE:)  
Dennis P. Gallon  
President

ATTEST:

APPROVED AS TO FORM  
AND LEGAL SUFFICIENCY

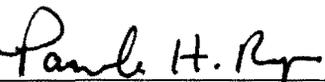
  
CARRIE E. WARD, MMC  
CITY CLERK

  
Legal Counsel

(SEAL)

APPROVED AS TO FORM AND  
LEGAL SUFFICIENCY

APPROVED AS TO TERMS AND  
CONDITIONS

BY:   
PAMALA H. RYAN  
CITY ATTORNEY

BY: \_\_\_\_\_  
DEPARTMENT DIRECTOR  
PRINT NAME & TITLE

DATE: 7/28/04

**RESOLUTION NO 139-04**

**A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF RIVIERA BEACH, PALM BEACH COUNTY, FLORIDA, APPROVING PAYMENT TO AMERICAN POWER RODDING CORP. OF BOYNTON BEACH, FLORIDA IN THE AMOUNT OF \$35,264.15 FOR EMERGENCY WORK COMPLETED ON JUNE 30, 2004, FOR WATER AND SEWER CLEANING SERVICES; AUTHORIZING THE TRANSFER OF \$35,265 FROM ACCOUNT NO. 460-1127-541-0-5999 TO ACCOUNT NO. 460-1127-541-3101; AUTHORIZING THE FINANCE DIRECTOR TO MAKE PAYMENT FOR SAME FROM ACCOUNT NO. 460-1127-541-0-3101; AND PROVIDING FOR AN EFFECTIVE DATE.**

**WHEREAS**, due to an investigation by the Palm Beach County Health Department, high bacteria levels within the Lake Worth Lagoon were detected, and the Department sought the sources of this suspected contamination; and

**WHEREAS**, at an April 12, 2004 meeting at the FDEP Office, the City of Riviera Beach, was directed by Mike Hambor of the Palm Beach County Health Department to video tape two storm water drainage systems north of the Blue Heron Bridge and five systems south of this bridge from Broadway to the Lake Worth Lagoon; and

**WHEREAS**, on June 30, 2004, the City of Riviera Beach contracted Services with American Power Rodding Corp. to perform such services with the prior consent of the City Council.

**WHEREAS**, subsequent to this consent, Mike Hambor directed the City to videotape one more additional storm water drainage system because he felt contamination may also be found in that system, and that taping added \$9,786 to the overall price of this project.

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

**SECTION 1. The payment to American Power Rodding Corp. in the amount of \$35,264.15 is hereby approved.**

**SECTION 2. The Finance Director is authorized to transfer \$35,265 from account 460-1127-541-0-5999 to account 460-1127-541-0-3101.**

**SECTION 3. The Finance Director is authorized to make payment of \$35,264.15 from account number 460-1127-541-0-5999.**

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

RESOLUTION NO. 139-04

PAGE 2

APPROVED:

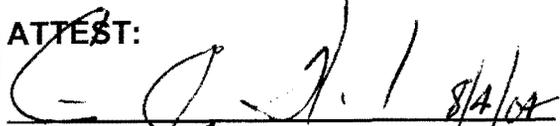


MICHAEL D. BROWN  
MAYOR

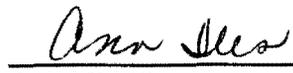


DAVID G. SCHNYER  
CHAIRPERSON

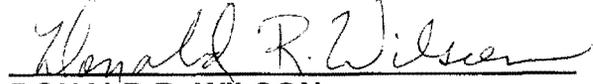
ATTEST:

 8/4/04

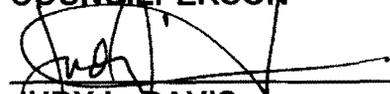
CARRIE E. WARD,  
MASTER MUNICIPAL CLERK  
CITY CLERK



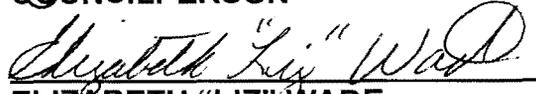
ANN ILES  
CHAIR PRO TEM



DONALD R. WILSON  
COUNCILPERSON



JUDY L. DAVIS  
COUNCILPERSON



ELIZABETH "LIZ" WADE  
COUNCILPERSON

MOTIONED BY: D. WILSON

SECONDED BY: E. WADE

D. SCHNYER: AYE

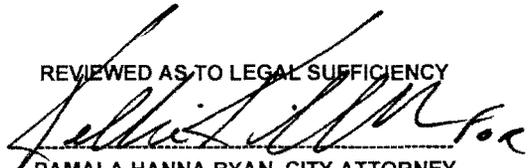
A. ILES: AYE

D. WILSON: AYE

J. DAVIS: AYE

E. WADE: AYE

REVIEWED AS TO LEGAL SUFFICIENCY



PAMALA HANNA RYAN, CITY ATTORNEY

DATE: 7/28/04

**RESOLUTION NO. 141-04**

**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 WITH NATIONAL WATERWORKS INC. OF 1101 17<sup>TH</sup> STREET, RIVIERA BEACH, FLORIDA, 33404 FOR THE PURCHASE OF WATER/WASTEWATER MATERIAL BY PIGGYBACKING FROM OUC/GRU/JEA ALLIANCE RFP NO. 895-OQ AT AN ANNUAL ESTIMATED COST OF \$70,000; PAYMENT TO BE MADE FROM THE WATER AND SEWER OPERATING EXPENDITURE FUND ACCOUNT NUMBER 401-1430-5330-4606; AND PROVIDING AN EFFECTIVE DATE.** *Contract*

**WHEREAS**, the City Council of the City of Riviera Beach, Palm Beach County, Florida, does hereby accept the Purchasing Department's recommendation and approves the piggyback agreement for water/wastewater materials with National Waterworks of 1101 17<sup>th</sup> Street Riviera Beach, FL 33404; and

**WHEREAS**, the City Council authorizes the Mayor and Finance Director to make payment from operating Expenditure Fund Account #401-1430-5330-4606.

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

**SECTION 1.** The Mayor and City Clerk are authorized to execute the piggyback agreement with National Waterworks for the purchase of water/wastewater materials at an annual estimated cost of \$70,000.

**SECTION 2.** The Mayor and Finance Director are authorized to make payment from the operating Expenditure Fund Account No. 401-1430-5330-4606.

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

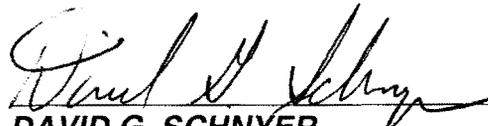
**PASSED AND APPROVED this 4 day of August, 2004**

RESOLUTION NO. 141-04  
PAGE 2.

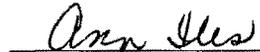
PASSED and APPROVED this 4TH day of AUGUST, 2004.

**APPROVED:**

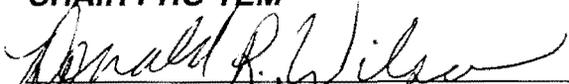
  
\_\_\_\_\_  
MICHAEL D. BROWN  
MAYOR

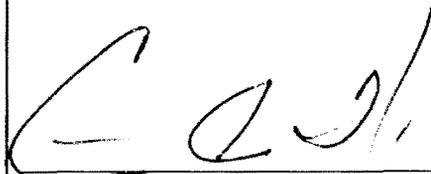
  
\_\_\_\_\_  
DAVID G. SCHNYER  
CHAIRPERSON

{MUNICIPAL SEAL}

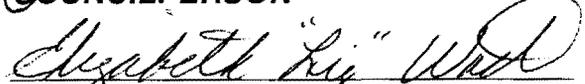
  
\_\_\_\_\_  
ANN ILES  
CHAIR PRO TEM

**ATTEST:**

  
\_\_\_\_\_  
DONALD R. WILSON  
COUNCILPERSON

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

  
\_\_\_\_\_  
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: \_\_\_\_\_

## MATERIALS CONTRACT

THIS AGREEMENT made and entered into this 4 day of August, 2004 by and between

**National Waterworks, Inc.**, hereinafter referred to as "**Independent Contractor**," whose mailing address is 1101 **West 17<sup>th</sup> Street, Riviera Beach, Florida, 33404** 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, (**Gainesville Regional Utilities, JEA and Orlando Utilities Commission**) posted an RFP, to wit, RFP No.: **895-OQ**, hereinafter the "RFP" for **WATER / WASTEWATER MATERIAL ALLIANCE**, the terms of which are incorporated herein by reference; and

WHEREAS, Independent Contractor was the successful responsible bidder; and

WHEREAS, the RFP allowed for and encouraged the successful bidder to extend such terms and conditions to other governmental agencies; and

WHEREAS, Independent Contractor desires to extend such to the City.

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

1. Independent Contractor agrees to be bound by all the terms and conditions as set forth in the RFP.
2. To the extent that there exists a conflict between the RFP and this Agreement, the terms, conditions, covenants, and/or provisions of this Agreement shall prevail. Wherever possible, the provisions of such documents shall be construed in such a manner as to avoid conflicts between provisions of the various documents.
3. That the City does hereby retain the services of the Independent Contractor for the purpose of obtaining all or some of the Water / Wastewater material currently carried in their inventories as set forth more fully in Exhibit "A" attached hereto and incorporated herein by reference.
4. All materials to be purchased under the terms of this Agreement shall be delivered to the City no later than thirty (30) days after receipt of official notice to supply such materials, the timely delivery of said materials being essential conditions of this Agreement.
5. The City agrees to compensate the Independent Contractor in accordance with the **Pricing for Materials List (Tab 1 - A)** and in accordance with **Methodology for Addition of Material not on Original Bid (Tab 2)**. The total and cumulative amount of this Agreement shall not exceed the amount of funds annually budgeted for these materials. The City shall not reimburse the Independent Contractor for any travel costs incurred as a direct result of the Independent Contractor providing deliverables to the City.
6. Independent Contractor hereby represents that it has complied and shall continue to comply with all applicable Federal and State statutes and local ordinances. Further, Independent Contractor shall be solely responsible for obtaining and complying with all necessary permits, approvals and authorizations, required for the furnishing of materials pursuant to the terms of this Agreement from any federal, state, regional, county, or city agency.
7. The Independent Contractor represents that it has, or will secure at its own expense, all necessary personnel, equipment and materials required to provide the materials as set forth in this Agreement. Such personnel shall not be employees of or have any contractual relationship with the City.
8. All of the goods and/or 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.

9. The Independent Contractor agrees that 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.

10. All of the Independent Contractor's personnel (and all Subcontractors) while on City premises will comply with all City requirements governing conduct, safety and security.

11. The City is exempt from payment of Florida State Sales and Use Taxes. The City will sign an exemption certificate submitted by the Independent Contractor. The Independent Contractor shall not be exempted from paying sales tax to its suppliers for materials used to fulfill contractual obligations with the City, nor is the Independent Contractor authorized to use the City's Tax Exemption Number in securing such materials.

12. Prior to execution of this Agreement by the City the Independent Contractor shall provide certificates evidencing insurance coverages as required hereunder. All insurance policies shall be issued by companies authorized to do business under the laws of the State of Florida. The Certificates shall clearly indicate that the Independent Contractor has obtained insurance of the type, amount, and classification as required for strict compliance with this ARTICLE and that no material change or cancellation of the insurance shall be effective without thirty (30) days prior written notice to the City's representative. Compliance with the foregoing requirements shall not relieve the Independent Contractor of its liability and obligations under this Agreement.

13. The Independent Contractor shall maintain, during the life of this Agreement, commercial general liability, including contractual liability insurance in the amount of \$500,000 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.

14. The Independent Contractor shall maintain, during the life of this Agreement, comprehensive automobile liability insurance in the minimum amount of \$500,000 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.

15. The Independent Contractor shall maintain, during the life of this Agreement, adequate Workers' Compensation Insurance and Employer's Liability Insurance in at least such amounts as are required by law for all of its employees per Florida Statute 440.02.

16. All insurance, other than Professional Liability and Workers' Compensation, to be maintained by the Independent Contractor shall specifically include the City as an "Additional Insured."

17. The Independent 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 Independent Contractor, its agents, servants, or employees in the performance of services under this Agreement.

18. The Independent 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 Independent Contractor not included in the paragraph above and for which the City, its agents, servants or employees are alleged to be liable. Nothing contained in this provision 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.

19. The Independent Contractor shall not be considered in default by reason of any failure in performance if such failure arises out of causes reasonably beyond the control of the Independent Contractor or its

subcontractors and without their fault or negligence. Such causes include, but are not limited to: acts of God; natural or public health emergencies; labor disputes; freight embargoes; and abnormally severe and unusual weather conditions. Upon the Independent Contractor's request, the City shall consider the facts and extent of any failure to perform the work and, if the Independent Contractor's failure to perform was without it or its subcontractors fault or negligence, as determined by the City, the Agreement Schedule and/or any other affected provision of this Agreement shall be revised accordingly; subject to the City's rights to change, terminate, or stop any or all of the work at any time. If the Independent Contractor is delayed at any time in the process of the work by any act or neglect of the City or its employees, or by any other contractor employed by the City, or by changes ordered by the City or in an unusual delay in transportation, unavoidable casualties, or any causes beyond the Independent Contractor's control, then the time of completion shall be extended for any reasonable time the City may decide. In the case of continuing cause of delay, only one (1) claim is necessary.

20. 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 this Agreement.

21. The City reserves the right to make changes in the scope of work, including alterations, reductions therein or additions thereto. Upon receipt by the Independent Contractor of the City's notification of a contemplated change, the Independent Contractor shall, in writing: (1) provide a detailed estimate for the increase or decrease in cost due to the contemplated change, (2) notify the City of any estimated change in the completion date, and (3) advise the City if the contemplated change shall effect the Independent Contractor's ability to meet the completion dates or schedules of this Agreement. If the City so instructs in writing, the Independent Contractor shall suspend work on that portion of the work affected by a contemplated change, pending the City's decision to proceed with the change.

22. If the City elects to make the change, the City shall initiate an Agreement Amendment and the Independent Contractor shall not commence work on any such change until such written amendment is signed by the Independent Contractor and approved and executed by the City Manager for the City.

23. All materials and/or work to be furnished and/or installed by the Independent Contractor under this Agreement shall be guaranteed by the Independent Contractor for a period of one (1) year from the date of final acceptance thereof by the City against defects in design, workmanship, or materials. Upon receipt of notice from the City of failure or defect of any part covered under such warranty/guaranty period, the affected part, parts, or materials shall be replaced promptly with new parts or materials by the Independent Contractor at no expense to the City. In the event the Independent Contractor fails to make the necessary repairs or replacements within 30 days after notification by the City, the City may accomplish the work and/or replace the materials at the expense of the Independent Contractor.

24. The Independent Contractor shall continuously maintain adequate protection of all materials from damage, and shall protect such materials and the City's property from injury or loss arising during the term of the Agreement.

25. Until acceptance of the materials by the City, said materials shall be under the charge and care of the Independent Contractor and the Independent Contractor shall take every necessary precaution against injury or damage to such by the action of elements or from any other cause whatsoever, and the Independent Contractor shall repair, restore and make good, without additional charge any work and/or damage occasioned by any of the above causes before its acceptance by the City.

26. This Agreement and any dispute, disagreement, or issue of construction or interpretation arising hereunder whether relating to its execution, its validity, the obligations provided herein, performance or breach shall be governed and interpreted according to laws of the State of Florida. Any and all legal action necessary to enforce the Agreement will be held in Palm Beach County.

27. No remedy herein conferred upon any party is intended to be exclusive of any other remedy, and each and every such remedy shall be cumulative and shall be in addition to every other remedy given hereunder or now or hereafter existing at law or in equity or by statute or otherwise. No single or partial exercise by any party of

any right, power, or remedy hereunder shall preclude any other or further exercise thereof.

28. If any action, whether in law, equity or otherwise, is brought for any dispute, disagreement, or issue of construction, declaration or interpretation arising hereunder whether relating to the Agreement's execution, validity, the obligations provided therein, or performance of this Agreement, or because of an alleged breach, default or misrepresentation in connection with any provisions of this Agreement, the successful or prevailing party or parties shall be entitled to recover reasonable attorney's fees, court costs and all expenses (including taxes) even if not taxable as court costs (including, without limitation, all such fees, costs and expenses incident to appeals), incurred in that action or proceeding, in addition to any other relief to which such party or parties may be entitled.

29. Time is of the essence in all respects under this agreement.

30. Failure of the City to enforce or exercise any right(s) under this Agreement shall not be deemed a waiver of City's right to enforce or exercise said right(s) at any time thereafter.

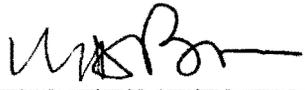
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**AGREEMENT WITH THE CITY OF RIVIERA BEACH**

**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

INDEPENDENT CONTRACTOR

BY:   
MICHAEL D. BROWN  
MAYOR

BY:   
JEFF BROUILLETTE  
SALES REPRESENTATIVE

ATTEST:  
BY:   
CARRIE E. WARD  
MASTER MUNICIPAL CLERK  
CITY CLERK

(SEAL)

APPROVED AS TO FORM AND  
LEGAL SUFFICIENCY

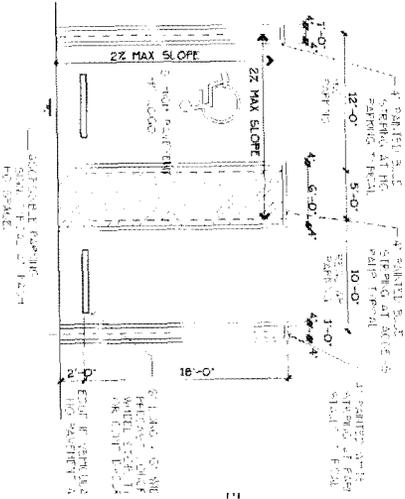
APPROVED AS TO TERMS AND  
CONDITIONS

BY:   
PAMALA H. RYAN  
CITY ATTORNEY

BY: \_\_\_\_\_  
BENJAMIN GUY  
PURCHASING DIRECTOR

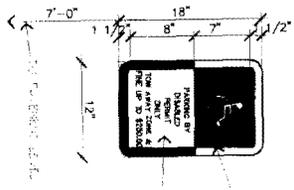
DATE: 7/28/04

**5 TYPICAL PARKING STALLS**  
1/4" = 1'-0"

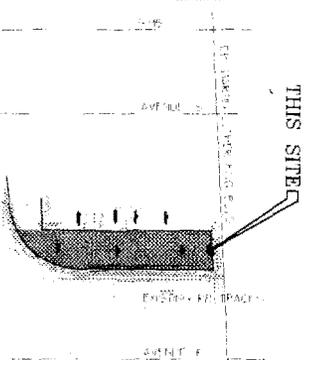


HOME BOULEVARD

**6 HC PARKING**  
NPS

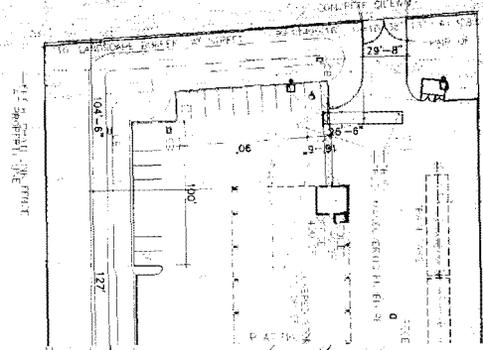


**9 LOCATOR SKETCH**  
NPS



NOTES:  
1. SEE ALL NOTES ON SHEETS 01 THROUGH 04.  
2. ALL DIMENSIONS SHALL BE AS SHOWN UNLESS OTHERWISE NOTED.  
3. ALL DIMENSIONS SHALL BE TO FACE UNLESS OTHERWISE NOTED.  
4. ALL DIMENSIONS SHALL BE TO CENTERLINE UNLESS OTHERWISE NOTED.

**DR. MARTIN LUTHER KING JR. BOULEVARD**



PROPOSED NEW BUILDING FOR:  
**BUILDING MATERIALS COMPANY 2**  
 CITY OF RIVIERA BEACH  
 DR. MARTIN LUTHER KING, JR BLVD RIVIERA BEACH, FLORIDA  
 SITE PLAN  
 1"=60'-0"



date 5.3.14  
 drawn by AMS/ERS  
 checked by J25/J20X  
 revised:

sheet 2.1  
 of 05

**ALAN STRASSLER ARCHITECTS, INC.**  
 8895 NORTH MILITARY TRAIL SUITE 201-C  
 PALM BEACH GARDENS, FLORIDA 33419  
 (561) 627-0336 FAX (561) 624-0720  
 ASTRASSLER@AOL.COM  
 CERTIFICATE OF AUTHORIZATION #AA26000810  
 ALAN M. STRASSLER #7405

RESOLUTION NO. 143-04

**A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF RIVIERA BEACH, PALM BEACH COUNTY, FLORIDA AUTHORIZING THE MAYOR AND CITY CLERK TO EXECUTE THE FIRST AMENDMENT TO THE INTERLOCAL AGREEMENT BETWEEN PALM BEACH COUNTY AND THE CITY OF RIVIERA BEACH FOR FUNDING OF THE DAN CALLOWAY RECREATION COMPLEX – PHASE I AND PROVIDING AN EFFECTIVE DATE.**

**WHEREAS**, on October 2, 2001, Palm Beach County and the City of Riviera Beach entered into an Agreement (R2001-1656) to provide funding in an amount up to \$800,000 for construction of Dan Calloway Recreation Complex – Phase 1 to be completed on or before October 1, 2004; and

**WHEREAS**, the City of Riviera Beach has requested an extension of the project completion date of eighteen (18) months in order to complete construction of the Dan Calloway Recreation Complex – Phase I; and

**WHEREAS**, Palm Beach County desires to allow for additional project completion time for construction of said project which is to be completed on or before June 30, 2006.

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

**SECTION 1.** The Mayor and City Clerk are hereby authorized to execute the First Amendment to the Interlocal Agreement between Palm Beach County and the City of Riviera Beach for the aforementioned project.

**SECTION 2.** This Resolution shall take effect immediately upon its approval.

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APPROVED AUGUST 4, 2004

# R2004 1995

## FIRST AMENDMENT TO AGREEMENT BETWEEN PALM BEACH COUNTY AND THE CITY OF RIVIERA BEACH FOR THE DAN CALLOWAY RECREATION COMPLEX – PHASE I

THIS FIRST AMENDMENT TO AGREEMENT is entered into on SEP 30 2004, by and between Palm Beach County, a political subdivision of the State of Florida, hereinafter referred to as "COUNTY", and the City of Riviera Beach, a corporate body politic pursuant to the Constitution of the State of Florida, hereinafter referred to as "MUNICIPALITY".

### WITNESSETH:

**WHEREAS**, on October 2, 2001, COUNTY entered into an Agreement with MUNICIPALITY (R-2001-1656) to provide funding in an amount up to \$800,000 for construction of the Dan Calloway Recreation Complex – Phase I to be completed on or before October 1, 2004; and

**WHEREAS**, MUNICIPALITY has requested a time extension of the project completion date of eighteen (18) months in order to complete construction of the Dan Calloway Recreation Complex – Phase I and provide required project completion paperwork to COUNTY; and

**WHEREAS**, COUNTY desires to allow for additional project completion time for construction of said project, which will benefit all citizens of Palm Beach County; and

**WHEREAS**, the parties desire to amend the Agreement.

**NOW THEREFORE**, the parties hereby agree as follows:

1. Section 2.06 of the Agreement shall be amended by deleting "thirty six (36) months from the date of execution" and inserting "fifty four (54) months from the date of execution" in its place.

2. Except as provided herein, each and every other term of the Agreement, as amended, shall remain in full force and effect and the Agreement is reaffirmed as modified herein.

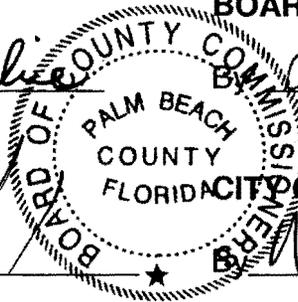
IN WITNESS WHEREOF, the parties, by and through their duly authorized agents, have hereunto set their hands and seals on the date indicated above.

ATTEST: **R2004 1995**  
SEP 30 2004

**PALM BEACH COUNTY, FLORIDA, BY ITS BOARD OF COUNTY COMMISSIONERS**

By: Judith Croshier  
Deputy Clerk

By: Karen T. Marcus  
Karen T. Marcus, Chair



ATTEST:  
By: [Signature]  
City Clerk

By: [Signature]  
Mayor

**APPROVED AS TO FORM AND LEGAL SUFFICIENCY**

**APPROVED AS TO FORM AND LEGAL SUFFICIENCY**

By: Paul H. Ry  
City Attorney

By: Paul F. [Signature]  
County Attorney

**APPROVED AS TO TERMS AND CONDITIONS**

By: Dennis L. Eshleman  
Dennis L. Eshleman, Director  
Parks and Recreation Department

RESOLUTION NO. 144-04

**A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF RIVIERA BEACH, PALM BEACH COUNTY, FLORIDA, AUTHORIZING THE MAYOR AND CITY CLERK TO RELEASE CODE ENFORCEMENT LIENS ON PROPERTY LOCATED AT 1720 W. 13<sup>TH</sup> STREET, PARSON HEIGHT, 31-42-43 W 78.75 FT OF E 253.75 FT OF N 100 FT OF S 1092 OF NE ¼ (BEING LT 16A BLK 3 PARSON HGTS UNREC) FOR VIOLATIONS THAT ARE IN COMPLIANCE; AUTHORIZING THE MAYOR AND CITY CLERK TO ISSUE A RELEASE OF LIEN ON SAID PROPERTY; AND PROVIDING AN EFFECTIVE DATE.**

**WHEREAS**, property located 1720 W. 13<sup>TH</sup> Street, Parson Height, 31-42-43 W 78.75 ft of E 253.75 ft of N 100 ft of S 1092 of NE ¼ (Being lt 16A blk 3 Parson Hgts Unrec) found to be in violation of the City's Code of Ordinances on November 9, 2001, pursuant to Case No. CEB02 -023; and

**WHEREAS**, code enforcement liens were filed against the property by the City of Riviera Beach on October 22, 2002 for non-compliance with the Special Master's order; and

**WHEREAS**, Case No. CEB 02-023 is in compliance; and

**WHEREAS**, the property located at 1720 W. 13<sup>th</sup> Street is owned by Mr. Alderman; and

**WHEREAS**, Mr. Alderman would like the City to waive the entire fines for CEB 02-023; and

**WHEREAS**, pursuant to Section 162.09(3), Florida Statutes, the City Council has the authority to execute a release of Code Enforcement liens; and

**WHEREAS**, the City Council finds it in the best interest of the City to waive the entire fine and release the Code Enforcement lien on the subject property.

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

**Section 1.** The above recitals are true and are hereby incorporated into this Resolution.

**Section 2.** The City Council hereby waives the entire Code Enforcement fine and releases the Code Enforcement lien on the subject property.

Resolution No. 144-04  
Pg. -2-

release of the Code Enforcement lien on the subject property.

**Section 4.** This Resolution shall take effect immediately upon its passage and approval.

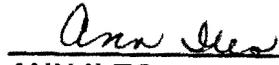
**PASSED and APPROVED** this 4th day of August, 2004.

**APPROVED:**

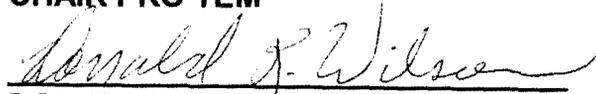
  
\_\_\_\_\_  
**MICHAEL D. BROWN**  
**MAYOR**

  
\_\_\_\_\_  
**DAVID G. SCHNYER**  
**CHAIRPERSON**

{MUNICIPAL SEAL}

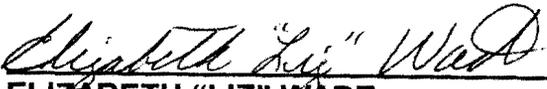
  
\_\_\_\_\_  
**ANN ILES**  
**CHAIR PRO TEM**

**ATTEST:**

  
\_\_\_\_\_  
**DONALD R. WILSON**  
**COUNCILPERSON**

  
\_\_\_\_\_  
**CARRIE E. WARD,**  
**MASTER MUNICIPAL CLERK**  
**CITY CLERK**

  
\_\_\_\_\_  
**JUDY L. DAVIS**  
**COUNCILPERSON**

  
\_\_\_\_\_  
**ELIZABETH "LIZ" WADE**  
**COUNCILPERSON**

**Motioned By:** D. Wilson  
**Seconded By:** E. Wade

**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. 145-04**

**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 AMENDMENT TO THE AGREEMENT BETWEEN THE CITY OF RIVIERA BEACH AND PALM BEACH COUNTY FOR RECEIVING ADDITIONAL FUNDING IN THE AMOUNT OF \$75,609.00 FOR INSTALLATION OF DECORATIVE STREET LIGHTS ON WEST 26<sup>TH</sup> STREET BETWEEN OLD DIXIE HIGHWAY AND AVENUE M; AND PROVIDING FOR AN EFFECTIVE DATE.**

**WHEREAS**, On April 13, 2004, the City entered into an agreement with Palm Beach County for receiving \$18,000.00 for installation of conduits and pull boxes on West 26<sup>th</sup> Street between Old Dixie Highway and Avenue M; and

**WHEREAS**, the County has submitted an amendment to the agreement increasing the grant amount from \$18,000.00 to \$93,609.00 to include the cost of poles, fixtures and installation of decorative street lights on West 26<sup>th</sup> Street; and

**WHEREAS**, The City and Palm Beach County desire to amend the said agreement.

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

**SECTION 1.** The Mayor and City Clerk are authorized to execute an amendment to the interlocal agreement for installation of decorative street lights on West 26<sup>th</sup> Street.

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

**SECTION 3.** The Finance Director is authorized to increase the budget to \$93,609.00.

**PASSED AND APPROVED this 4TH day of AUGUST, 2004.**

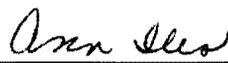
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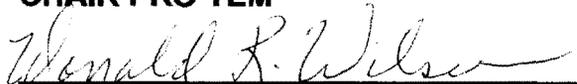
  
MICHAEL D. BROWN  
MAYOR

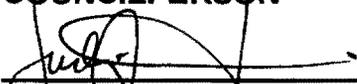
  
DAVID G. SCHNYER,  
CHAIRPERSON

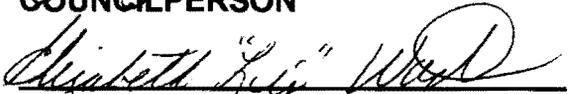
ATTEST:

  
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: AYE

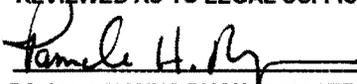
A. ILES: AYE

D. WILSON: AYE

J. DAVIS: AYE

E. WADE: AYE

REVIEWED AS TO LEGAL SUFFICIENCY

  
PAMALA HANNA RYAN, CITY ATTORNEY

DATE: 8/4/04