RESOLUTION NO. 01- 03

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF RIVIERA BEACH, PALM BEACH COUNTY, FLORIDA, APPROVING THE AMENDED SITE PLAN APPLICATION FROM SINGER ISLAND OCEANFRONT HOTELS LLC, FOR A 6.6 ACRE PARCEL LOCATED AT 3800 NORTH OCEAN DRIVE; PROVIDING FOR AN EFFECTIVE DATE AND FOR OTHER PURPOSES.

WHEREAS, Section 31-58, of the City of Riviera Beach Code of Ordinances establishes the requirements for Site Plan review by the City Council; and

WHEREAS, Section 31-60 (b), of the City of Riviera Beach Land Development Code requires that all approved Site Plans shall automatically expire within 18 months of its development order unless a valid building permit has been issued; and

WHEREAS, The Planning & Zoning Board met on August 22, 2002, to review the application and made a recommendation to the City Council of Riviera Beach for approval of the Site Plan application from Singer Island Oceanfront Hotels LLC; and

WHEREAS, The City Council of the City of Riviera Beach initially approved the Site Plan for Singer Island Oceanfront Hotels LLC on September 4, 2002, conditioned on the approval of the rezoning of the property from RMH-20 to RH "Resort Hotel", which was accomplished on October 2, 2002; and

WHEREAS, Singer Island Oceanfront Hotels LLC., submitted an amended Site Plan for approval before the Planning and Zoning Board on November 14, 2002, to consider revisions to the spa area, parking garage and surface parking, reduction in number of units, increased property landscaping, and setback changes; and

WHEREAS, The Planning and Zoning Board reviewed these changes on November 14, 2002, and recommended approval to the City Council.

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

SECTION 1. That the City Council adopts City staff's findings of facts, and also makes additional findings of facts as follows:

a. The site plan is consistent with the City's Comprehensive Plan;

b. The site plan is consistent with the RH Zoning District and the City's Code of Ordinances;

c. The density of this project is appropriate for the Zoning District; and

d. The dune line, as established by survey, is appropriate for this site.

SECTION 2. The Amended Site Plan, Exhibit "A" from Singer Island Oceanfront Hotels LLC., for a 370 unit Resort Hotel is approved with the following conditions:

1. Construction must be initiated within 18 months of the effective date of this resolution in accordance with the City Code of Ordinances.

2. The developer has agreed to provide landscaping at the entrance to Bimini Lane subject to and in accordance with FDOT permit requirements.

3. The developer shall maintain a valid occupational license from the City of Riviera Beach for a hotel establishment with uses to include a restaurant, pool and spa, and retail uses, said uses to be open to the general public.

4. The developer shall obtain licensing from the Department of Health and the Department of Business and Professional Regulation: Division of Alcohol, Beverage and Tobacco and the Division of Hotels and Restaurants.

5. The developer agrees to install a northbound turn lane onto the subject property if permitted by FDOT.

6. All future advertising must state that the development is in the City of Riviera Beach. A fine of $250 per day will be levied against the property owner for violation of this condition.

SECTION 3. This resolution shall act as the final order which is not required to be recorded in the public records of Palm Beach County.

SECTION 4. This resolution shall take effect immediately upon approval by the City Council.

RESOLUTION NO. 1-03
PAGE TWO

APPROVED:

MICHAEL D. BROWN
MAYOR

(MUNICIPAL SEAL)

DAVID G. SCHNYER
CHAIRPERSON

SYLVIA LEE BLUE,
CHAIR PRO-TEM

DONALD R. WILSON
COUNCILPERSON

ELIZABETH "LIZ" WADE
COUNCILPERSON

EDWARD RODGERS
COUNCILPERSON

ATTEST

CARRIE E. WARD
MASTER MUNICIPAL CLERK
CITY CLERK

MOTIONED BY: S. Blue

SECONDED BY: E. Wade

D. SCHNYER nay

S. BLUE aye

D. WILSON aye

E. WADE aye

E. RODGERS aye

REVIEWED AS TO LEGAL SUFFICIENCY

PAMALA HANNA RYAN
CITY ATTORNEY
CITY OF RIVIERA BEACH

Date

mem
11/12/02

RESOLUTION NO. 2-03

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF RIVIERA BEACH, PALM BEACH COUNTY, FLORIDA, APPROVING THE FINAL PAYMENT IN THE AMOUNT OF $7,575.00 TO MURRAY LOGAN CONSTRUCTION, INC. FOR EMERGENCY RECONSTRUCTION WORK TO LIFT STATION NO. 2 IN THE VICINITY OF AVENUE "O" AND WEST BLUE HERON BOULEVARD; AND AUTHORIZING THE MAYOR AND FINANCE DIRECTOR TO PAY THIS AMOUNT FROM ACCOUNT NO. 407-1437-5330-4616.

WHEREAS, Via Resolution No. 200-02, Murray Logan Construction, Inc., was approved for a project, on an emergency basis, to reconstruct Lift Station #2 in the vicinity of Avenue "O" and West Blue Heron Boulevard, under a "Piggy-back" bid to Palm Beach County Board of County Commissioners, Contract #0269. This work has been satisfactorily completed; and

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

Section 1: That the City Council hereby authorizes the final payment to Murray Logan Construction, Inc., for emergency services rendered in the amount of $7,575.00.

Section 2: That the City Council authorizes the Mayor and Finance Director to make payment for same under Account Number 407-1437-5330-4616.

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

PASSED AND ADOPTED this 15th **day of** JANUARY**, 2003.**

RESOLUTION NO. 2-03
PAGE 2

PASSED AND APPROVED this 15 day of January, 2003.

APPROVED:

MICHAEL D. BROWN
MAYOR

DAVID G. SCHNYER
CHAIRPERSON

SYLVIA LEE BLUE
CHAIR PRO-TEM

(MUNICIPAL SEAL)

DONALD R. WILSON
COUNCILPERSON

ATTEST:

CARRIE E. WARD
MASTER MUNICIPAL CLERK
CITY CLERK

ELIZABETH "LIZ" WADE
COUNCILPERSON

EDWARD RODGERS
COUNCILPERSON

MOTIONED BY: S. Blue

SECONDED BY: D. Wilson

D. SCHNYER aye

S. BLUE aye

D. WILSON aye

E. WADE aye

E. RODGERS aye

REVIEWED AS TO LEGAL SUFFICIENCY

CITY ATTORNEY
CITY OF RIVIERA BEACH

DATE: 12/30/02

G:\riv_water\vol. 1\apps\worddocs\signature page\pg. 1

RESOLUTION NO. 3-03

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF RIVIERA BEACH, PALM BEACH COUNTY, FLORIDA, AUTHORIZING THE PURCHASE OF MOBILE LAPTOP COMPUTER PERIPHERALS, RELATED HARDWARE, VIRTUAL PARTNER VOICE RESPONSE SOFTWARE PROGRAMS AND A ONE YEAR MAINTENANCE PLAN FROM ADVANCE PUBLIC SAFETY, A SOLE SOURCE PROVIDER, IN THE AMOUNT OF $41,954.30; PAYMENT TO BE MADE FROM LOCAL LAW ENFORCEMENT BLOCK GRANT (LLEBG) 2000 FUNDS, ACCOUNT NO. 136-0817-529-0-6405; AUTHORIZING THE FINANCE DIRECTOR TO TRANSFER $41,923.00 FROM THE LOCAL LAW ENFORCEMENT BLOCK GRANT (LLEBG) 2000 SALARIES AND WAGES ACCOUNT NO. 136-0817-529-0-1201 TO MACHINERY & EQUIPMENT ACCOUNT NO. 136-0817-529-6405; AUTHORIZING THE FINANCE DIRECTOR TO INCREASE THE BUDGET BY $2,044.00 FOR THE ACCRUED INVESTMENT EARNINGS; AND PROVIDING AN EFFECTIVE DATE.

WHEREAS, the existing mobile computer system is in need of software and hardware enhancements for officer safety and proficiency; and

WHEREAS, the Advance Public Safety is the sole manufacturer of this type of software platform; as stated in their correspondence dated December 20, 2002; and

WHEREAS, the City Council approved funding for the mobile computer system software and hardware enhancements in the current budget.

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

SECTION 1: That the City Council authorizes staff to purchase fifteen (15) Mobile Computer Ticket Printers, Fifteen (15) Magnetic Stripe Readers, Fifty (50) Voice Response Software Programs and a one (1) year maintenance plan in the amount of $41,954.30 from Advance Public Safety, the sole manufacturer of the software enhancements.

SECTION 2: That the Finance Director is authorized to transfer salaries and benefits for a vacant crime analyst position not filled in the previous fiscal year to the Machinery and Equipment account number 136-0817-529-0-6405 in the amount of $41,923.00.

SECTION 3: That the City Council authorizes the Mayor and Finance Director to pay the amount of $41,954.30 from Local Law Enforcement Block Grant 2000 Account No: 136-0817-529-0-6405.

SECTION 4: That the Finance Director is authorized to increase the budget by $2,044.00 for accrued interest earnings on investments.

SECTION 5: This Resolution shall take effect immediately upon its approval.

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RESOLUTION NO. 3-03
PAGE 3

PASSED AND APPROVED this 15TH day of JANUARY, 2003.

APPROVED:

MICHAEL D. BROWN,
MAYOR

DAVID G. SCHNYER
CHAIRPERSON

(MUNICIPAL SEAL)

SYLVIA LEE BLUE
CHAIR PRO-TEM

ATTEST:

DONALD R. WILSON
COUNCILPERSON

1/15/03

CARRIE E. WARD,
MASTER MUNICIPAL CLERK
CITY CLERK

ELIZABETH "LIZ" WADE
COUNCILPERSON

EDWARD RODGERS
COUNCILPERSON

MOTIONED BY: S. BLUE

SECONDED BY: D. WILSON

D. SCHNYER	AYE
S. BLUE	AYE
D. WILSON	AYE
E. WADE	AYE
E. RODGERS	AYE

REVIEWED AS TO LEGAL SUFFICIENCY

PAMALA HANNA RYAN, CITY ATTORNEY

DATE: 1/8/03

RESOLUTION NO. 4-03

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF RIVIERA BEACH, PALM BEACH COUNTY, FLORIDA, AUTHORIZING THE MAYOR AND CITY CLERK TO EXECUTE AN AGREEMENT WITH PALM BEACH COUNTY FOR RECEIVING FUNDS FOR INSTALLATION OF DECORATIVE STREET LIGHTS ON AVENUE U IN THE AMOUNT OF $212,000.

WHEREAS, the City of Riviera Beach desires to install street lights on Avenue U between Dr. Martin Luther King, Jr. Boulevard and West 18th Street; and

WHEREAS, it is in the best interest of public health, safety and welfare to complete installation of said street lights; and

WHEREAS, the County Commission desires to provide funding for this work in the amount of $212,000; and

WHERAS, The City and Palm Beach County desire to enter into an agreement to implement the installation of street lights on Avenue U.

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

SECTION 1. The agreement between the City of Riviera Beach and Palm Beach County for receiving funds in the amount of $212,000 is approved.

SECTION 2. The Mayor and City Clerk are authorized to execute the agreement.

SECTION 3. The Finance Director is authorized to set the budget as follows:

REVENUE:		
147-00-337406	Avenue U Lights	$212,000
EXPENDITURE:		
147-716-519-0-3103	Professional Services Engineering	$21,200
147-716-519-0-6501	Construction in Progress	$190,800

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

RESOLUTION NO. 4-03
PAGE

APPROVED:

MICHAEL D. BROWN,
MAYOR

(MUNICIPAL SEAL)

ATTEST:

CARRIE E. WARD,
MASTER MUNICIPAL CLERK
CITY CLERK

DAVID G. SCHNYER
CHAIRPERSON

SYLVIA LEE BLUE
CHAIR PRO-TEM

DONALD R. WILSON
COUNCILPERSON

ELIZABETH "LIZ" WADE
COUNCILPERSON

EDWARD RODGERS
COUNCILPERSON

MOTIONED BY: S. Blue

SECONDED BY: D. Wilson

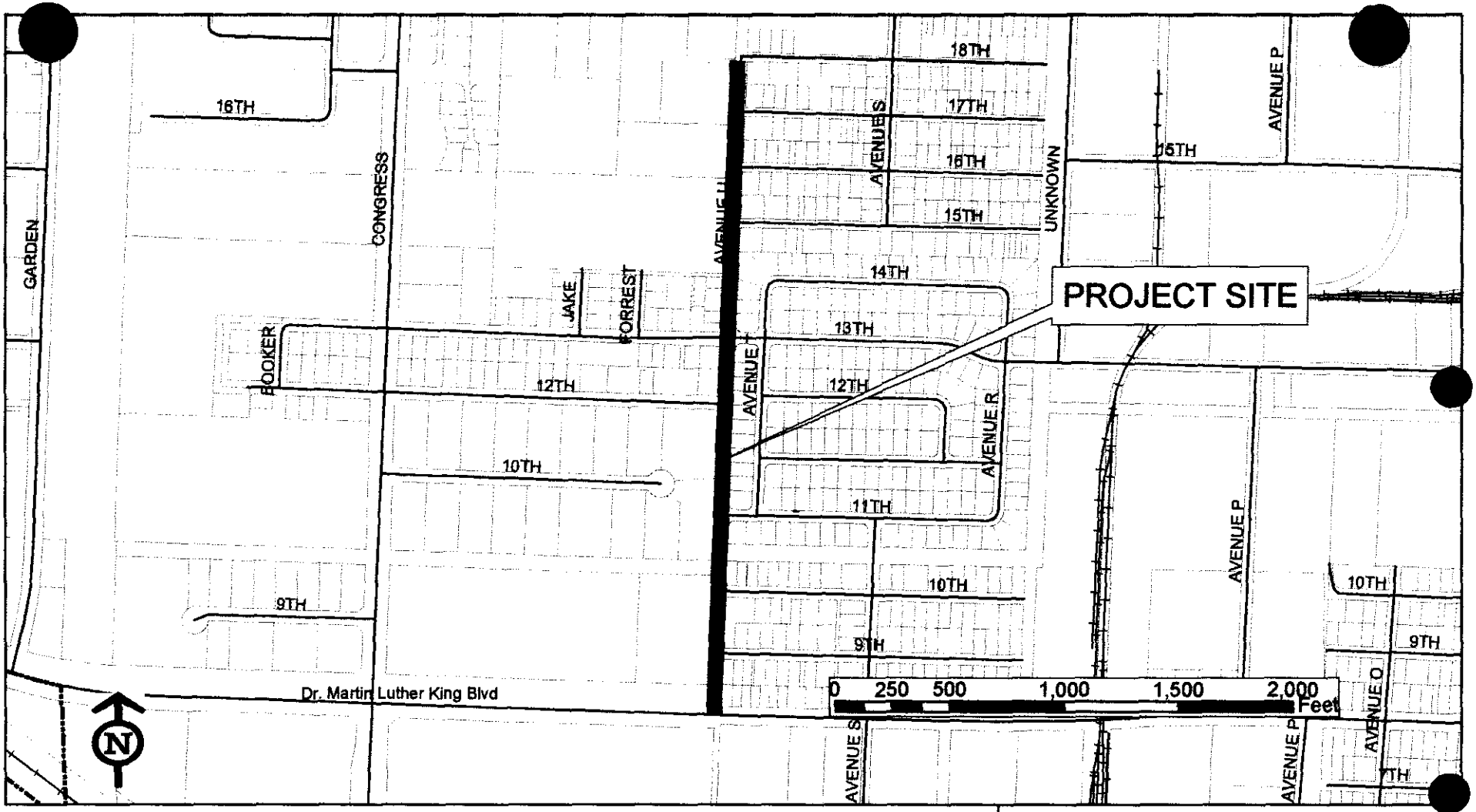
D. SCHNYER: aye
S. BLUE: aye
D. WILSON: aye
E. WADE: aye
E. RODGERS: aye

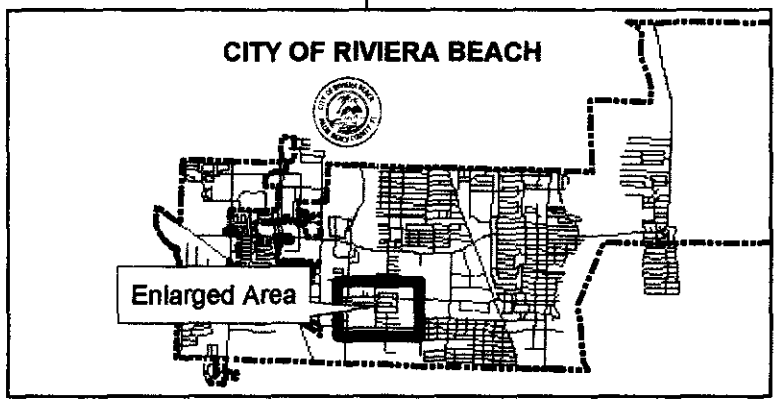
REVIEWED AS TO LEGAL SUFFICIENCY

PAMALA HANNA RYAN, CITY ATTORNEY

DATE:

MMcK/ljs
010703





LOCATION MAP
AVENUE U

Legend
- Parcel Boundary
- Street Center Line
- Municipal Boundary
- Avenue U

Map Created on January 8, 2003
by the City of Riviera Beach Community Development Dept.

D:projects/engineering/Avenue U/location map_Avenue U.mxd

R200[illegible]0345

INTERLOCAL AGREEMENT BETWEEN PALM BEACH COUNTY AND THE CITY OF RIVIERA BEACH FOR INSTALLATION OF STREET LIGHTING

MAR 11 2003

THIS INTERLOCAL AGREEMENT entered into this ___ day of _____, 2003, 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 municipal corporation of the STATE OF FLORIDA, hereinafter, the "**CITY**".

WHEREAS, the CITY is undertaking the installation of street lighting along Avenue U between Dr. Martin Luther King Jr. Boulevard and West 18th Street within the CITY's limits hereinafter referred to as "STREET LIGHTING PROJECT"; and

WHEREAS, the STREET LIGHTING PROJECT consists of installing street lighting along Avenue U between Dr. Martin Luther King Jr. Boulevard and West 18th Street within the CITY's limits; and

WHEREAS, the COUNTY wishes to contribute to this Project in an amount not to exceed $212,000.00; and

WHEREAS, it is in the best interest of the public health, safety and welfare that the STREET LIGHTING PROJECT be completed; and

WHEREAS, the CITY and COUNTY are authorized to enter into this Agreement pursuant to Section 163.01, Florida Statutes, which permits local governmental units to make the most efficient use of their powers by enabling them to cooperate with other governmental entities on a basis of mutual advantage.

NOW, THEREFORE, in consideration of the mutual benefits to be derived from the STREET LIGHTING PROJECT and for other good and valuable consideration, the parties agree to the following:

Section 1. Recitals: The above recitations are true and correct and are incorporated herein and made a part hereof by this reference.

Section 2: The CITY shall be responsible for the initial funding and construction of the STREET LIGHTING PROJECT including design, contract preparation, bidding, award, contract administration, and inspection pursuant to all applicable state and local laws and regulations.

Section 3: The CITY shall obtain or provide all labor and materials necessary for the construction of the STREET LIGHTING PROJECT.

Section 4: The CITY shall be solely responsible for obtaining and complying with all necessary permits, approvals, and authorizations required for the construction of the STREET LIGHTING PROJECT from any federal, state, regional, COUNTY or CITY agency.

Section 5: The CITY shall provide initial funding to accomplish the STREET LIGHTING PROJECT and be responsible for all costs exceeding the funding provided by the COUNTY as addressed below in Section 6. Those costs incurred by the CITY subsequent to the date of said Project initiation are eligible for reimbursement by the COUNTY pursuant to the terms and conditions hereof.

Section 6: Invoicing and Reimbursement: The CITY shall be reimbursed by the COUNTY in an amount not to exceed $212,000.00 towards the construction costs under this Agreement only after it has expended its own funds and the portion of the construction for which it is seeking reimbursement for has been completed, inspected and certified by the CITY's Representative. The County Engineer shall have the right, but not the obligation, to inspect and approve the construction. The CITY shall submit proof of payment to the COUNTY's contract monitor or his designee in a form deemed satisfactory by the COUNTY. CITY overhead shall not be included in costs to be reimbursed by the COUNTY. In no event shall the COUNTY have any obligation to any other entity or person and the COUNTY's obligation to the CITY shall not exceed $212,000.00.

A Contract Payment Request Form and a Contractual Services Purchases Schedule Form, attached hereto and incorporated herein as Exhibit "A", which are required for each and every reimbursement requested by the CITY. Said information shall list each invoice payable by the CITY and shall include the vendor invoice number; invoice date; and the amount payable by the CITY. The CITY shall attach a copy of each vendor invoice paid by the CITY along with a copy of the respective check and shall make reference thereof to the applicable item listed on the Contractual Services Purchases Schedule Form. Further, The Financial Officer for the CITY shall certify the total funds payable by the CITY on the Project and shall also certify that each vendor invoice listed on the Contractual Services Purchases Schedule Form was paid by the CITY as indicated.

Invoices received from the CITY will be reviewed and approved by the COUNTY indicating that the expenditures have been made in conformity with the requirements of this Agreement. Thereafter, they will be sent to the COUNTY's Finance Department for final approval and payment. Unless the term of this Agreement is extended, the CITY shall submit all invoices for final payment by March 31, 2004. The COUNTY shall have no obligations for any costs incurred after the above-referenced date.

Section 7: The CITY shall maintain adequate records to justify all charges, expenses, and costs incurred in performing the STREET LIGHTING PROJECT for at least three (3) years after its completion. The COUNTY shall have access to all books, records, and documents as required in this Section for the purpose of inspection or audit during normal business hours.

Section 8. Effective Date: The effective date of this Agreement shall be the date of full execution by both parties.

Section 9. Compliance with Codes and Laws: Each party agrees to abide by all applicable laws, orders, rules and regulations.

Section 10. Liability: The parties to the Agreement shall not be deemed to assume any liability for the negligent or wrongful acts, or omissions of the other party. Nothing contained herein shall be construed as a waiver by either party, of the liability limits established in Section 768.28, Florida Statutes.

Section 11. Mutual Indemnity: In the event a claim or lawsuit is brought against the COUNTY, its officers, employees, servants, or agents relating to the STREET LIGHTING PROJECT with regard to responsibilities of the CITY, the CITY agrees without waiver of limitation as provided for in Section 768.28, Florida Statutes, and, to the extent permitted by law, to indemnify and hold harmless the COUNTY, its officers, employees, servants or agents from and against any claims, losses, demands, damages, liabilities or causes of action of whatsoever kind or nature that the COUNTY, its officers, employees, servants or agents may or could sustain as a result of or emanating out of the terms and conditions contained in this Agreement relating to any part of the STREET LIGHTING PROJECT that is the responsibility of the CITY.

Section 12. Notice of Complaints or Suits: Each party will promptly notify the other of any citizen compliant, claim, suit, or cause of action threatened or commenced

against it which arises out of or relates, in any manner, to the performance of this Agreement.

Section 13. Annual Appropriation: Each party's performance and obligation under this Agreement is contingent upon an annual budgetary appropriation by its respective governing body for the purposes hereunder. The COUNTY and the CITY agree to budget and appropriate funds if available.

Section 14. Repayment: The CITY shall repay the COUNTY for all unauthorized, illegal or unlawful expenditures of revenues, including those discovered after the expiration or termination of this Agreement, to the extent permitted by law. Funds which are to be repaid to the COUNTY are to be repaid by delivering to the COUNTY a certified check for the total amount due and payable to COUNTY, and delivering it to the COUNTY's contract monitor within ten (30) days of the COUNTY's demand. Nothing contained herein shall act as a limitation of the COUNTY's right to be repaid, as a waiver of any rights of the COUNTY's, or preclude the COUNTY from pursuing any other remedy which may be available to it under law or equity.

Section 15. Independent Contractor: Each party recognizes that it is an independent contractor and not an agent or servant of the other. No person employed by any party to this Agreement, shall in connection with the performance of this Agreement or any services or functions contemplated hereunder, at any time, be considered the employee of the other party, nor shall an employee claim any right in or entitlement to any pension, worker's compensation benefit, unemployment compensation, civil service, or other employee rights or privileges granted by operation of law or otherwise, except through and against the entity by whom they are employed.

Section 16. Equal Opportunity: The COUNTY and CITY agree that no person shall on the grounds of race, color, sex, national origin, disability, religion, ancestry, marital status, or sexual orientation be excluded from the benefits of, or be subjected to any form of discrimination under any activity carried out by the performance of this Agreement. The CITY will ensure that all contracts let for the STREET LIGHTING PROJECT pursuant to the terms of this Agreement will contain similar non-discrimination and equal opportunity clause.

Section 17. Opportunity to Cure: The parties expressly covenant and agree that in the event either party is in default of its obligations under this Agreement, the party not in default shall provide to the defaulting party thirty (30) days written notice prior to exercising any of its rights hereunder.

Section 18. Enforcement Costs: Any costs or expenses (including reasonable attorney's fees) associated with the enforcement of the terms and conditions of this Agreement shall be borne by the respective parties unless as otherwise provided herein, however, that this clause pertains only to the parties to the Agreement.

Section 19. Notice: All notices required to be given under this Agreement shall be in writing, and deemed sufficient to each party when sent by Unites States Mail, postage prepaid, to the following:

As to the COUNTY:	Palm Beach County Engineering and Public Works Attn: Edwin A. Jack, P.E. Deputy County Engineer 160 Australian Avenue, Suite 501 West Palm Beach, Florida 33416
With a copy to:	Marlene Romano Everitt Assistant County Attorney 301 N. Olive Avenue, 6th Floor West Palm Beach, FL 33401
As to the City:	City of Riviera Beach Mr. L. John Samadi, P.E. 600 West Blue Heron Boulevard Riviera Beach, Florida 33404

Section 20. Modification and Amendments: Except as expressly permitted herein to the contrary, no modification, amendment or alteration in the terms or conditions contained herein shall be effective unless contained in a written document executed with the same formality and equality of dignity herewith.

Section 21. Public Entities Statement: As provided in F.S. 287.132-133, by entering into this Agreement or performing any work in furtherance hereof, the CITY certifies that its affiliates, suppliers, sub-contractors, and consultants who perform work hereunder, have not been placed on the convicted vendor list maintained by the State of Florida Department of Management Services within 36 months immediately preceding the date hereof. This notice is required by F.S. 287.133(a).

Section 22. County as Additional Insured: The CITY shall require each contractor engaged by the CITY for work associated with this Agreement to maintain:

a. Workers' Compensation coverage in accordance with Florida Statutes, and;

b. Commercial General Liability coverage, including vehicle coverage, in combined single limits of not less than ONE MILLION DOLLARS ($1,000,000). The County shall be included in the coverage as an additional insured.

c. A payment and performance bond for the total amount of the improvements in accordance with Florida Statute 255.05.

Section 23. Remedies: This Agreement shall be construed by and governed by the laws of the State of Florida. Any and all legal action necessary to enforce this Agreement shall 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 other 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.

Section 24. Joint Preparation: The preparation of this Agreement has been a joint effort of the parties, and the resulting document shall not, solely as matter of judicial constraint, be construed more severely against one of the parties than the other.

Section 25. Severability: 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.

Section 26. Entirety of Agreement: This Agreement represents the entire understanding between the parties, and supersedes all other negotiations, representations, or agreements, either written or oral, relating to this Agreement.

Section 27. Captions: The captions and section designations herein set forth are for convenience only and shall have no substantive meaning.

Section 28. Filing: This Agreement shall be filed with the Clerk of Courts for Palm Beach County.

IN WITNESS WHEREOF, the parties have executed this Agreement and it is effective on the date first written above.

R2003 0345

CITY OF RIVIERA BEACH

By: _____
City Mayor

ATTEST:

By: _____ 1/15/03
City Clerk

APPROVED AS TO FORM AND LEGAL SUFFICIENCY

By: _____
City Attorney

Date: 1/15/03

APPROVED AS TO TERMS AND CONDITIONS

By: _____
Department Director

Date: 1-15-03

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

By: _____
Chair

MAR 11 2003

ATTEST:

DOROTHY H. WILKEN, CLERK

By: _____
Deputy Clerk

BOARD OF COUNTY COMMISSIONERS PALM BEACH COUNTY

APPROVED AS TO FORM AND LEGAL SUFFICIENCY

By: _____
Assistant County Attorney

Date: 2/18/03

APPROVED AS TO TERMS AND CONDITIONS

By: _____

Date: 2/10/03

EXHIBIT A

PALM BEACH COUNTY
ENGINEERING & PUBLIC WORKS DEPARTMENT
CONTRACT PAYMENT REQUEST

_____
(Project)

Grantee _____ **Request Date** _____

Billing # _____ **Billing Period** _____

PROJECT PAYMENT SUMMARY

Item	Project Costs This Billing	Cumulative Project Costs	Total Project Costs
Consulting Services	_____	_____	_____
Contractual Services	_____	_____	_____
Materials, Supplies, Direct Purchases	_____	_____	_____
Grantee Stock	_____	_____	_____
Equipment, Furniture	_____	_____	_____
TOTAL PROJECT COSTS	_____	_____	_____

Certification: I hereby certify that the above were incurred for the work identified as being accomplished in the attached progress reports.

_____
Administrator/Date

Certification: I hereby certify that the documentation has been maintained as required to support the project expenses reported above and is available for audit upon request.

_____
Financial Officer/Date

PBC USE ONLY

County Funding Participation	$_____
Total Project Cost	$_____
Total project costs to date	$_____
County obligation to date	$_____
County retainage (___%)	($_____)
County funds previously disbursed	($_____)
County funds due this billing	$_____

Reviewed and Approved by:

_____
PBC Project Administrator/Date

_____
Assistant County Engineer or Fiscal Manager/Date

EXHIBIT A

PALM BEACH COUNTY
ENGINEERING & PUBLIC WORKS DEPARTMENT
CONTRACTUAL SERVICES PURCHASE SCHEDULE

_____
(Project)

Grantee _____ Billing Date _____

Billing # _____ Billing Period _____

Contractor Name	Contractor Invoice Number and date	City Check or Voucher Number and date	Project Amount Paid this period	General Description

TOTAL _____

Certification: I hereby certify that the purchase noted above were used in accomplishing the project.

_____
Administrator/Date

Certification: I hereby certify that bid tabulations, executed contract cancelled checks, and other purchasing documentation have been maintained as required to support the costs reported above and are available for audit upon request.

_____
Financial Officer/Date

RESOLUTION NO. 5-03

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF RIVIERA BEACH, PALM BEACH COUNTY, FLORIDA AUTHORIZING PHASE II OF THE STORMWATER UTILITY PROGRAM TO INCLUDE THE IMPLEMENTATION OF THE USER FEE PROGRAM AS DEFINED IN PHASE I AND IN ACCORDANCE WITH THE IMPLEMENTATION PLAN TO PROVIDE FOR ORDINANCE ADOPTION, DEVELOPMENT OF THE STORMWATER UTILITY DATABASE FOR THE FIRST BILLING, DEFINITION OF BILLING PROCEDURES AND POLICIES, AND PUBLIC AWARENESS PROGRAM; AND APPROPRIATING GENERAL FUND BALANCE ACCOUNT NO. 001-00-399-9999 IN THE AMOUNT OF $65,000; AND FURTHER AUTHORIZING THE FINANCE DIRECTOR TO INCREASE THE PUBLIC WORKS DEPARTMENT PROFESSIONAL SERVICES ENGINEERING ACCOUNT NO. 001-1123-5340-3103 BY THE SAME; AND PROVIDING AN EFFECTIVE DATE.

WHEREAS, the City Council approved the establishment of a Stormwater Management Utility Study during its Fiscal Year 2002-2003 budget hearing; and

WHEREAS, on August 7, 2002, the City Council approved Resolution No. 136-02 authorizing Phase I of the Stormwater Management Utility Study; and

WHEREAS, Phase I of the study has been completed by the City's Engineer of Record, R.C.T. Engineering, Inc., in partnership with Camp Dresser McKee, Inc.; and

WHEREAS, Phase II of the study will address the stormwater utility billing database, policies and procedures, and public awareness program.

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

SECTION 1. The City Council approves Phase II of the Stormwater Management Utility Study to include the implementation of the user fee program as defined in Phase I and in accordance with the implementation plan to provide for ordinance adoption, development of the stormwater utility database for the first billing, definition of billing procedures and policies, and public awareness program.

SECTION 2. The City Council approves the appropriation of the General Fund Balance Account No. 001-00-399-9999 in the amount of $65,000, and further authorizes the Finance Director to transfer said amount into the Public Works Professional Engineering Services Account No. 001-1123-5340-3103.

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

PASSED and ADOPTED this 15th date of January, 2003.

APPROVED:

Michael D. Brown
MAYOR

[Municipal Seal]

Carrie E. Ward
Master Municipal Clerk
CITY CLERK

David G. Schnyer
CHAIRPERSON

Sylvia Lee Blue
CHAIRPERSON PRO TEM

Donald R. Wilson
COUNCILPERSON

Elizabeth "Liz" Wade
COUNCILPERSON

Edward Rodgers
COUNCILPERSON

Motioned by: D. Wilson
Seconded by: S. Blue

D. Schnyer	aye
S. Blue	aye
D. Wilson	aye
E. Wade	aye
E. Rodgers	aye

Approved as to legal sufficiency:

By:
Pamala H. Ryan, City Attorney
Date: 1/10/03

PDW/4pm.0108.0903

RESOLUTION NO. 6-03

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF RIVIERA BEACH, PALM BEACH COUNTY, FLORIDA, DIRECTING THE CITY CLERK TO NOTICE AND PREPARE FOR THE MUNICIPAL GENERAL ELECTION TO BE HELD TUESDAY, MARCH 11, 2003, 7:00 AM UNTIL 7:00 PM WITHIN THE MUNICIPAL BOUNDARIES TO FILL THE EXPIRED SEATS TO WIT: MAYORAL ; GROUP ONE (1); GROUP THREE (3); AND GROUP FIVE (5) RESPECTIVELY.; AND PROVIDING AN EFFECTIVE DATE

WHEREAS, the amendment to the Charter of the City of Riviera Beach and its Code of Ordinances provides for elections to be held on the second Tuesday in March of each year for the electorates to fill the vacant offices at such time; and

WHEREAS, if such offices are not filled at such time, the City Clerk shall continue with the Run-off Election to be held on the fourth Tuesday in March, and the one whom then obtains a majority shall deemed elected to such office; and

WHEREAS, in the year 2003 there are four offices to be filled at the Municipal General Election to be held in the city Tuesday, March 11, 2003.

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

SECTION 1. That the Municipal General Elections shall be held and is hereby ordered to be held in the City of Riviera Beach, Palm Beach County, Florida, between the hours of 7:00 AM and 7:00 PM on the 11th day of March, 2003 for the purpose of electing qualified candidates as provided by law for Group One (1); Group Three (3), and Group Five (5) respectively. Group 1 and 3 shall file within the district in which they have resided since January 28, 2003.

SECTION 2. The Palm Beach County Supervisor of Elections shall provide for use of the voting equipment, and process absentee ballots for said elections.

SECTION 3. The City Council hereby authorizes the Palm Beach County Supervisor of Elections in conjunction with the manufacturers of the new voting equipment to train, the Poll worker appointed by the Riviera Beach City Clerk to facilitate the designated precincts in the City of Riviera Beach. If the run-off election is necessary, the City Clerk of the City of Riviera Beach is hereby authorized to proceed as scheduled.

SECTION 4. Immediately after closing of the polls on the day of said elections, the clerks of each precinct shall certify the returns thereof to the Palm Beach County Supervisor of Elections designated areas.

SECTION 5. The Riviera Beach City Council hereby appoint City Clerk Carrie E. Ward,; Council Chair David Schnyer; and Council Pro tem Sylvia Lee Blue as the Canvassing Board. Palm Beach County Supervisor of Elections appointed as an additional member to Riviera Beach Canvassing Board

SECTION 6. The Riviera Beach Canvassing Board shall convene to accept the certified results of the March 11, 2003, Elections on Wednesday, March 19 , 2003, 7:15 p.m.

SECTION 7. This resolution shall take effect immediately upon its adoption.

PASSED AND ADOPTED this 15 day of January, 2003.

APPROVED:

MICHAEL D. BROWN
MAYOR

DAVID G. SCHNYER
CHAIRPERSON

(MUNICIPAL SEAL)

SYLVIA LEE BLUE
CHAIR PRO-TEM

ATTEST:

1/15/03

CARRIE E. WARD
MASTER MUNICIPAL CLERK
CITY CLERK

DONALD R. WILSON
COUNCILPERSON

ELIZABETH "LIZ" WADE
COUNCILPERSON

EDWARD RODGERS
COUNCILPERSON

RESOLUTION NO. 6-03
PAGE 3

MOTIONED BY: D. Wilson

SECONDED BY: S. Blue

D. SCHNYER: aye

S. BLUE : aye

D. WILSON: aye

E. WADE: aye

E. RODGERS: aye

REVIEWED AS TO LEGAL SUFFICIENCY

PAMA HANNA RYAN,CITY ATTORNEY

DATE: _____

RESOLUTION NO. 7-03

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF RIVIERA BEACH, PALM BEACH COUNTY, FLORIDA, AUTHORIZING THE CITY MANAGER TO CONDUCT THE THIRD ANNUAL CITY OF RIVIERA BEACH JAZZ AND BLUES FESTIVAL ON THE MUNICIPAL BEACH, MARCH 28 AND MARCH 29, 2003 ON SINGER ISLAND; AND AUTHORIZING THE FINANCE DIRECTOR TO TRANSFER FUNDS IN THE AMOUNT OF $30,000 FROM THE GENERAL FUND CONTINGENCY AND ESTABLISH A BUDGET IN THE AMOUNT OF $273,000 FOR THE CITY OF RIVIERA BEACH JAZZ FESTIVAL.

WHEREAS, the City of Riviera Beach has as a goal to develop a program to improve the overall image of the City through special events and programs involving large community participation in developing the future vision for the City; and

WHEREAS, the City Manager has planned and desires to conduct the Third Annual City of Riviera Beach Jazz and Blues Festival on the Municipal Beach, Singer Island; and

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

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

WHEREAS, the Jazz and Blues Festival funding is not to exceed $273,000.

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

Section 1. That the City Manager is authorized to conduct the Third Annual City of Riviera Beach Jazz and Blues Festival on the Municipal Beach, Singer Island.

Section 2. That the Finance Director is authorized to transfer funds in the amount of $30,000 from the General Fund Contingency and establish a budget in the amount of $273,000 for the City of Riviera Beach Jazz Festival as follows:

Revenue:

135-00-347401	Ticket Sales	$ 50,000
135-00-347404	Vendor Booth Sales	$ 10,000
135-00-347405	Sponsorships	$180,000
135-00-347406	Concessions	$ 3,000
135-00-381001	Transfer General Fund	$ 30,000
		$273,000

Expenditures:

135-0202-572-0-1203	Overtime	$ 10,000
135-0202-572-0-3409	Prof. Servs. Entertainment	$100,000
135-0202-572-0-3410	Prof. Servs-Travel/Lodge	$ 25,000
135-0202-572-0-3411	Professional Services	$ 19,000
135-0202-572-0-4405	Stage/Sound/Light Support	$ 54,000
135-0202-572-0-4904	Advertising/Marketing	$ 50,000
135-0202-572-0-5201	Operating Supplies General	$ 15,000
		$273,000

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

PASSED and ADOPTED this 15th day of January, 2003.

RESOLUTION NO. 7-03
PAGE THREE

APPROVED:

MICHAEL D. BROWN
MAYOR

DAVID G. SCHNYER
CHAIRPERSON

SYLVIA LEE BLUE
CHAIR PRO-TEM

ATTEST

DONALD R. WILSON
COUNCILPERSON

(MUNICIPAL SEAL)

ELIZABETH "LIZ" WADE
COUNCILPERSON

CARRIE E. WARD
MASTER MUNICIPAL CLERK
CITY CLERK

EDWARD RODGERS
COUNCILPERSON

MOTIONED BY: S. Blue

SECONDED BY: D. Wilson

D. SCHNYER aye

S. BLUE aye

D. WILSON aye

E. WADE aye

E. RODGERS aye

REVIEWED AS TO LEGAL SUFFICIENCY

PAMALA H. RYAN
CITY ATTORNEY
CITY OF RIVIERA BEACH

Date 12-30-02

MEM:mem
12/30/02

RESOLUTION NO. 8-03

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF RIVIERA BEACH, PALM BEACH COUNTY, FLORIDA, ACKNOWLEDGING COACH'S MANATEE, INC.'S FAILURE TO EXERCISE ITS RIGHT OF FIRST REFUSAL AS SET FORTH IN THAT CERTAIN LEASE AGREEMENT DATED NOVEMBER 5, 1997 BY AND BETWEEN COACH'S MANATEE, INC., AND THE CITY FOR PREMISES LOCATED AT THE MUNICIPAL MARINA; AUTHORIZING THE CITY ATTORNEY'S OFFICE TO EVICT SAME FOR FAILURE TO VACATE THE PREMISES AND INVESTIGATE ALL OTHER LEGAL REMEDIES AVAILABLE; AND PROVIDING AN EFFECTIVE DATE.

WHEREAS, on November 5, 1997, the CITY entered into a five year lease agreement with COACH'S MANATEE, INC., ("Coach's"), for lease of building space at the City Marina for the purposes of operating a restaurant and ship's store ("premises"); and

WHEREAS, the lease expired on December 31, 2002, but provided Coach's a right of first refusal provided the City and Coach's could agree on the rental rate and the City did not opt to materially change the nature of the operation; and

WHEREAS, the City solicited and received proposals from other vendors for lease of the aforementioned property; and

WHEREAS, the proposals submitted offered to substantially improve the leased premises among other things; and

WHEREAS, Coach's refuses to match the terms and conditions as proposed and, as such, has chosen not to exercise its right of first refusal; and

WHEREAS, Coach's has not vacated the premises and indicated that it will not voluntarily do so by means of correspondence by and through its attorney, a copy of which is attached hereto as Exhibit "A".

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

SECTION 1. The above recitals are true and are incorporated herein.

SECTION 2. As the lease agreement has expired and Coach's has chosen not to exercise its right of first refusal Coach's shall have fifteen (15) days to vacate the premises.

SECTION 3. In the event Coach's fails to vacate within fifteen days, the City Attorney's Office is hereby authorized to take any and all legal action necessary to evict Coach's from the property and investigate any other legal remedies that may be available to the City.

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

[THE REMAINDER OF PAGE INTENTIONALLY LEFT BLANK]

RESOLUTION NO. 8-03
PAGE 3

PASSED AND APPROVED this 15TH day of JANUARY, 2003

APPROVED:

MICHAEL D. BROWN
MAYOR

(MUNICIPAL SEAL)

ATTEST:

CARRIE E. WARD
MASTER MUNICIPAL CLERK
CITY CLERK

DAVID G. SCHYNER
CHAIRPERSON

SYLVIA LEE BLUE
CHAIR PRO-TEM

DONALD R. WILSON
COUNCILPERSON

ELIZABETH "LIZ" WADE
COUNCILPERSON

EDWARD RODGERS
COUNCILPERSON

REVIEWED AS TO LEGAL SUFFICIENCY

PAMALA HANNA RYAN, CITY ATTORNEY

DATE: 1/10/03

RESOLUTION NO. 8-03
PAGE 4

MOTIONED BY: S. Blue

SECONDED BY: D. Wilson

D. SCHNYER: aye

S. BLUE: aye

D. WILSON: aye

E. WADE: aye

E. RODGERS: aye

RESOLUTION NO. 9-03

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 1 TO THE AGREEMENT BETWEEN THE FLORIDA DEPARTMENT OF ENVIRONMENTAL PROTECTION AND THE CITY OF RIVIERA BEACH FOR GRANT FUNDS IN THE AMOUNT OF $150,000 TO DEVELOP THE FAMILY AQUATICS CENTER.

WHEREAS on September 6, 2000, the City Council accepted funds and entered into an Agreement with the Florida Department of Environmental Protection for grant funds in the amount of $150,000 to develop the Family Aquatics Center; and

WHEREAS, the original Agreement covered the period January 5, 2000 to January 31, 2003; and

WHEREAS, the Agreement has been amended and the new completion date is January 31, 2004; and

WHEREAS, the Staff requests authorization for the Mayor and City Clerk to execute Amendment 1 to the Agreement between the City of Riviera Beach and Florida Department of Environmental Protection.

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 the Amendment 1 the Agreement on behalf of the City of Riviera Beach.

SECTION 2. This resolution shall be effective immediately upon its passage.

PASSED AND APPROVED this 16 day of January, 2003.

APPROVED:

MICHAEL D. BROWN
MAYOR

[MUNICIPAL SEAL]

ATTEST:

CARRIE E. WARD,
MASTER MUNICIPAL CLERK
CITY CLERK

DAVID G. SCHNYER
CHAIRPERSON

SYLVIA LEE BLUE
CHAIR PRO-TEM

DONALD R. WILSON
COUNCILPERSON

ELIZABETH "LIZ" WADE
COUNCILPERSON

EDWARD RODGERS
COUNCILPERSON

MOTIONED BY: D. Wilson

SECONDED BY: E. Wade

D. SCHNYER	aye
S. BLUE	aye
D. WILSON	aye
E. WADE	aye
E. RODGERS	aye

REVIEWED FOR LEGAL SUFFIENCY

CITY ATTORNEY
CITY OF RIVIERA BEACH

DATE: 1/14/03

RESOLUTION NO. 10-03

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 2 TO THE AGREEMENT BETWEEN THE FLORIDA DEPARTMENT OF ENVIRONMENTAL PROTECTION AND THE CITY OF RIVIERA BEACH FOR GRANT FUNDS IN THE AMOUNT OF $100,000 TO DEVELOP THE FAMILY AQUATICS CENTER.

WHEREAS on November 3, 1999, the City Council accepted funds and entered into an Agreement with the Florida Department of Environmental Protection for grant funds in the amount of $100,000 to develop the Family Aquatics Center; and

WHEREAS, the original Agreement covered the period January 3, 2000 to January 31, 2002; and

WHEREAS, the Agreement has been amended and the new completion date is January 31, 2004; and

WHEREAS, the Staff requests authorization for the Mayor and City Clerk to execute Amendment 2 to the Agreement between the City of Riviera Beach and Florida Department of Environmental Protection.

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 the Amendment 2 the Agreement on behalf of the City of Riviera Beach.

SECTION 2. This resolution shall be effective immediately upon its passage.

PASSED AND APPROVED this 15 day of Jan., 2003.

APPROVED:

MICHAEL D. BROWN
MAYOR

[MUNICIPAL SEAL]

ATTEST:

CARRIE E. WARD,
MASTER MUNICIPAL CLERK
CITY CLERK

DAVID G. SCHNYER
CHAIRPERSON

SYLVIA LEE BLUE
CHAIR PRO-TEM

DONALD R. WILSON
COUNCILPERSON

ELIZABETH "LIZ" WADE
COUNCILPERSON

EDWARD RODGERS
COUNCILPERSON

MOTIONED BY:	E. Wade
SECONDED BY:	S. Blue
D. SCHNYER	aye
S. BLUE	aye
D. WILSON	aye
E. WADE	aye
E. RODGERS	aye

REVIEWED FOR LEGAL SUFFIENCY

CITY ATTORNEY
CITY OF RIVIERA BEACH

DATE: 1/14/03

DAVID A. JAYNES
Attorney and Counselor
Guaranty Building, Suite 702
120 So. Olive Ave.
West Palm Beach, FL 33401

Member State Bar of
Florida and Texas

Telephone (561) 659-5050
Facsimile (561) 833-3541

December 18, 2002

Kellie Killebrew, Assistant City Attorney
City of Riviera Beach
600 W. Blue Heron Blvd.
Riviera Beach, FL 33404

RE: The Manatee Club

Dear Ms. Killebrew:

We are in receipt of your proposed Lease. The existing lease calls for a renewal at an agreed rate. It does not give the City the right to demand the numerous, outrageous demands that you have demanded. We agree to the rental rate you propose of $2,500.00 per month, all inclusive excepting property taxes.

Your intentions have been clear from the outset. To reach an amicable resolution, the City needs to abide by the Lease terms and agree to a reasonable rate. Since it is clear you want to rid yourself of the current tenants, you may wish to propose language which requires your current lessees to find suitable alternate lessees in short order.

Since the City has neglected its duty in this matter for nearly one year, we will continue paying the current rent and occupy the premises until the City abides by the lease terms.

In short order, we expect a response in good faith in keeping with the lease terms.

Very truly yours,

David A. Jaynes

DAJ/pb
cc: Clients

EXHIBIT
A

RESOLUTION NO. 11-03

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF RIVIERA BEACH, PALM BEACH COUNTY, FLORIDA, PROVIDING ASSURANCES TO THE PALM BEACH COUNTY SCHOOL DISTRICT THAT THE 37-ACRE SITE PROPOSED BY THE CITY AND ITS CRA FOR THE CONSTRUCTION OF PROPOSED HIGH SCHOOL (02-MMM), IS COMPLIANT WITH ALL APPLICABLE STATE AND LOCAL REQUIREMENTS; AND PROVIDING FOR EITHER THE RELOCATION OF THE PALM BEACH COLD FACILITY "RECOGNIZED ENVIRONMENTAL CONDITION" OR THE IMPLEMENTATION OF CERTAIN MITIGATING ACTIONS TO ENSURE THE SAFETY OF THE PROPOSED SCHOOL'S STUDENTS, STAFF AND VISITORS; AND PROVIDING AN EFFECTIVE DATE .

WHEREAS, the Palm Beach County School District has determined the need to construct a new high school in the City of Riviera Beach as part of its Five-Year Capital Improvement Plan; and

WHEREAS, the City and its Community Redevelopment Agency (CRA) have offered the Palm Beach County School Board a 37-acre site east of Old Dixie Highway, south of 13th Street, west of U.S. Highway No. 1 and north of 10th Street in the CRA Redevelopment area for the construction of proposed High School (02-MMM); and

WHEREAS, the School Board, City, and CRA have performed their due diligence in investigating the suitability of this site under state law and determined it to be an appropriate site; and

WHEREAS, the Palm Beach Cold Facility located south of the proposed site has been determined to be a "recognized environmental condition" by Handex of Florida, Inc. in its report dated November 13, 2002; and

WHEREAS, the City and CRA desire to ensure that the site submitted by the City and CRA meets applicable state and local standards for protecting the safety and welfare of the proposed School's students, staff and visitors; and

WHEREAS, the City and CRA desire to respond to the directives of the Palm Beach County School Board concerning this site, as articulated in its November 18, 2002 meeting.

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

Section 1. The City of Riviera Beach will use its powers to relocate or cause the relocation of the Palm Beach Cold Facility away from the proposed site for 02-MMM High School prior to the issuance of a Certificate of Occupancy by the Palm Beach County School District but in no event later than August 30, 2005.

Section 2. In the event that the City's goal to relocate the Palm Beach Cold Facility cannot be achieved, the City commits to enforce the following hazardous materials mitigation actions, not later than August 30, 2005.

1. to build or cause to have built secondary containment for the major storage vessels at Palm Beach Cold Facility;
2. to mandate the implementation of a comprehensive preventive monitoring, testing and preventive maintenance program at Palm Beach Cold Facility;
3. to ensure the construction of a wall and appropriate landscape material to serve as a physical buffer between the Palm Beach Cold Facility and the proposed site;
4. to ensure the installation of ammonia detection, warning, and alarm devices at the Palm Beach Cold Facility;
5. the City shall implement regular inspections of the Palm Beach Cold Facility by its Fire Department and other appropriate technical agencies.

SECTION 3. The City of Riviera Beach intends to pass a City-wide Hazardous Materials Handling Ordinance to provide for monitoring and preventive maintenance for all facilities adjacent to residential areas, or places of public assembly by July 31, 2003.

SECTION 4. The City of Riviera Beach shall purchase an insurance policy to cover claims arising from lawsuits filed against the School Board of Palm Beach County arising from the release of any hazardous materials from the Palm Beach Cold Facility.

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

SECTION 6. A certified copy of this Resolution shall be transmitted to the Palm Beach County School Board.

PASSED and ADOPTED this 21ST **day of** JANUARY**, 2003.**

RESOLUTION NO. 11-03
PAGE THREE

APPROVED:

MICHAEL D. BROWN
MAYOR

DAVID G. SCHNYER
CHAIRPERSON

SYLVIA LEE BLUE
CHAIR PRO-TEM

ATTEST

DONALD R. WILSON
COUNCILPERSON

(MUNICIPAL SEAL)

ELIZABETH "LIZ" WADE
COUNCILPERSON

CARRIE E. WARD
MASTER MUNICIPAL CLERK
CITY CLERK

ABSENT
EDWARD RODGERS
COUNCILPERSON

MOTIONED BY: Blue

SECONDED BY: Wade

D. SCHNYER AYE

S. BLUE AYE

D. WILSON AYE

E. WADE AYE

E. RODGERS ABSENT

REVIEWED AS TO LEGAL SUFFICIENCY

PAMALA H. RYAN
CITY ATTORNEY
Date

MEM:mem
1/21/03

RESOLUTION NO: 12-03

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF RIVIERA BEACH PALM BEACH COUNTY, FLORIDA AUTHORIZING THE ACQUISITION OF FEE SIMPLE TITLE TO PROPERTY BY EMINENT DOMAIN, GIFT OR PURCHASE OF CERTAIN PROPERTY LOCATED WITHIN THE CITY OF RIVIERA BEACH, FLORIDA; FINDING THAT THE PROPERTY IS NECESSARY FOR THE PUBLIC PURPOSE OF ELIMINATING THE HOUSING SHORTAGE IN THE CITY OF RIVIERA BEACH; PRESERVING VACANT RESIDENTIAL PROPERTY FOR THE DEVELOPMENT OF PRIVATE RESIDENCES FOR THE BENEFIT OF THE CITIZENS OF RIVIERA BEACH; PROVIDING FOR AN EFFECTIVE DATE AND FOR OTHER PURPOSES

WHEREAS, pursuant to Florida Statutes Chapter 166, as amended, the City Council of the City of Riviera Beach, Florida has authority to take private property through the exercise of the power of eminent domain when necessary to accomplish a public purpose; and

WHEREAS, pursuant to the City of Riviera Beach Comprehensive Plan Update Housing Element, adopted November 7, 2001, the City has determined a need for approximately 1,100 additional units of diversified housing to meet the tenure, type and affordability needs of the residents of the City; and

WHEREAS, pursuant to the Comprehensive Plan Housing Element Policy 1.2.2, "The Congress Avenue and Military Trail corridors shall be prime target area for single family residential construction"; and

WHEREAS, the scope and boundaries of vacant property which is adequately zoned and of sufficient size for improvement with residential improvements to alleviate the City's housing shortage has been clearly defined and located within the city limits of the City of Riviera Beach, Florida as described on **Exhibit "A"** attached hereto and incorporated herein; and

WHEREAS, the property to be acquired for alleviation of the housing shortage in the City is located within the boundaries of the City of Riviera Beach; and

WHEREAS, maps have been prepared showing the location of the property necessary to accomplish the City's objective of providing sufficient volumes of housing units for the citizens of the City of Riviera Beach.

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

SECTION 1. The City Council declares that there is not sufficient volume of decent, sanitary and safe housing to accommodate the residential needs of the citizens of the City of Riviera Beach.

SECTION 2. The City Council declares it to be a public purpose to provide decent, sanitary and safe housing in sufficient volume to accommodate the residential needs of the citizens of the City of Riviera Beach.

SECTION 3. The City Council declares it necessary to accomplish the public purpose identified herein by and through the voluntary acquisition or eminent domain condemnation taking of property identified in **Exhibit "A"** attached hereto and incorporated herein.

SECTION 4. The City Council identifies and establishes that the scope and boundaries of the vacant property which is adequately zoned and of sufficient size for construction with residential housing to alleviate the City's housing shortage has been clearly defined and located within the city limits of the City of Riviera Beach, Florida as described on **Exhibit "A"** attached hereto and incorporated herein.

SECTION 5. This resolution shall become effective immediately upon its passage by the City Council.

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PASSED AND APPROVED this 04 day of February, 2003.

APPROVED:

MICHAEL D. BROWN,
MAYOR

(MUNICIPAL SEAL)

ATTEST:

CARRIE E. WARD,
MASTER MUNICIPAL CLERK

DAVID G. SCHNYER,
CHAIRPERSON

SYLVIA LEE BLUE,
CHAIR PRO-TEM

DONALD R. WILSON
COUNCILPERSON

ELIZABETH "LIZ" WADE
CHAIRPERSON

EDWARD RODGERS
COUNCILPERSON

MOTIONED BY: Blue
SECONDED BY: Wade

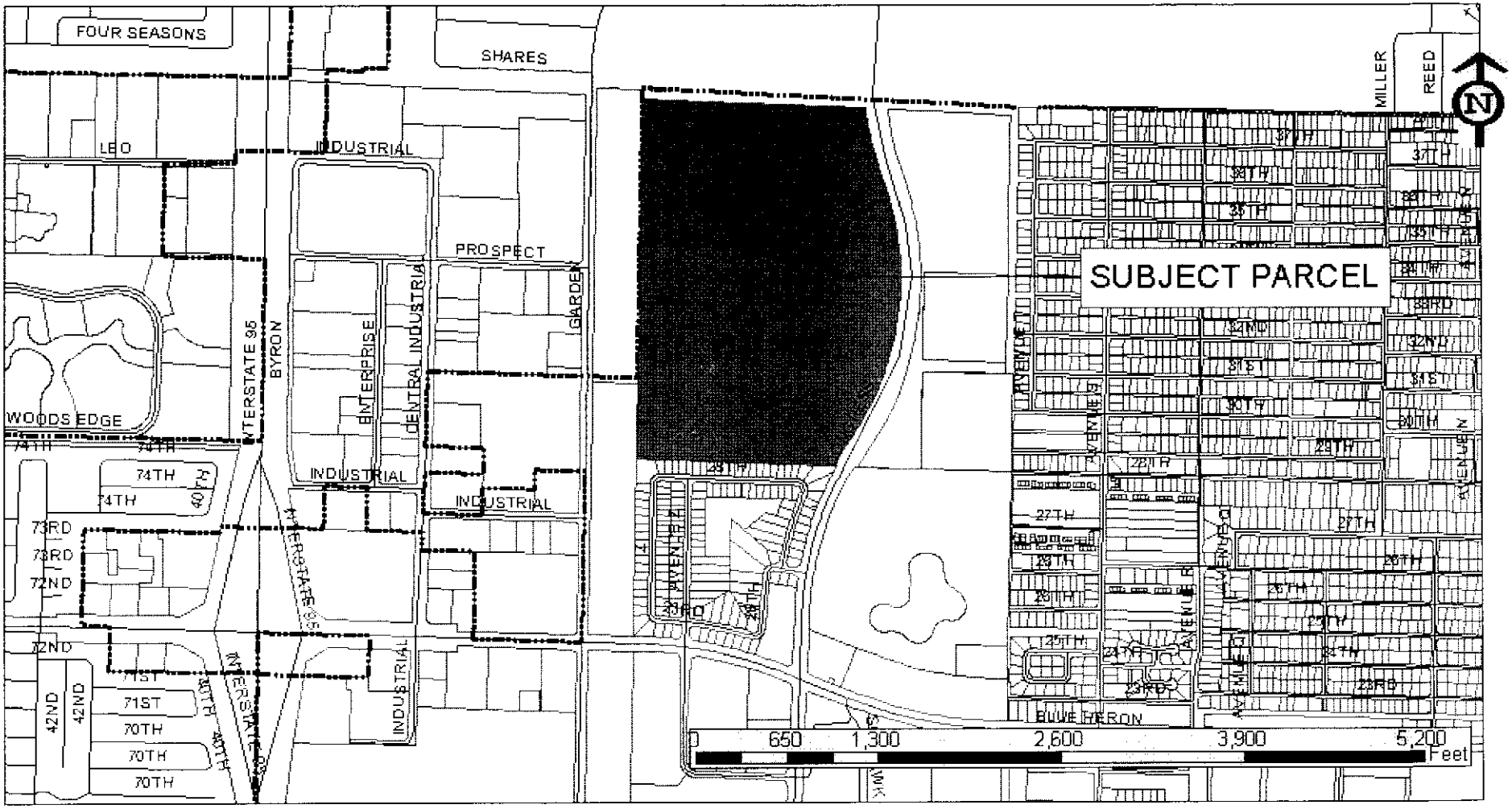
D. SCHNYER: aye
S. BLUE: aye
D. WILSON: aye
E. WADE: aye
E. RODGERS: aye

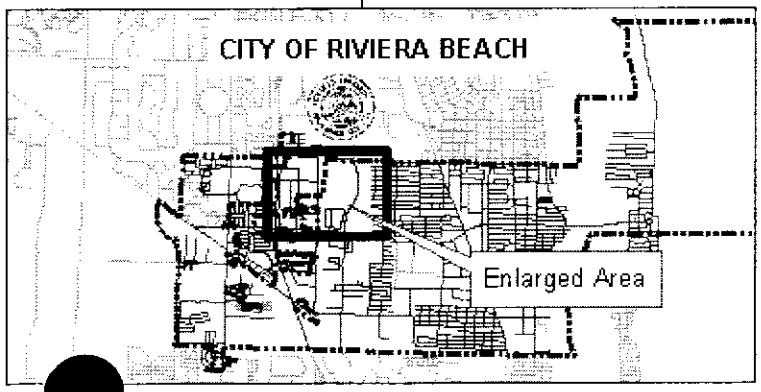
REVIEWED AS TO LEGAL SUFFICENCY

PAMALA H. RYAN, CITY ATTORNEY

DATE: 2/4/03

EXHIBIT "A"





LOCATION MAP
CONGRESS AVENUE PUD

Legend
- Parcel Boundary
- Street Center Line
- Municipal Boundary
- Congress Avenue PUD

Map Created on November 20, 2002
by the City of Riviera Beach Community Development

D:projects/planning & zoning/Congress Ave PUD/location map_Congress Ave

RESOLUTION NO. 13-03

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF RIVIERA BEACH, PALM BEACH COUNTY, FLORIDA, AUTHORIZING THE PAYMENT TO THE NORTHERN PALM BEACH COUNTY IMPROVEMENT DISTRICT, 357 HIATT DRIVE, PALM BEACH GARDENS, FLORIDA FOR NPDES SERVICES FROM OCTOBER 1, 2002 THROUGH SEPTEMBER 30, 2003 IN THE AMOUNT OF $10,270.00; PAYMENT TO BE MADE FROM THE PUBLIC WORKS STORMWATER PROFESSIONAL SERVICES FUND ACCOUNT NUMBER 460-1127-5410-3106; AND PROVIDING AN EFFECTIVE DATE.

WHEREAS, the Northern Palm Beach County Improvement District, Palm Beach County, Florida provides NPDES services for the City of Riviera Beach, Palm Beach County, Florida; and

WHEREAS, the fee to provide those services for the period of October 1, 2002 through September 30, 2003 is $10,270.00; and

WHEREAS, funds in the amount of $10,270.00 were budgeted in the Public Works Stormwater Professional Services Fund Account Number 460-1127-5410-3106.

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

SECTION 1. That the Mayor and Director of Finance are authorized to make payment for NPDES services from the Public Works Stormwater Professional Services Fund Account Number 460-1127-5410-3106.

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

PASSED AND APPROVED this 5th **day of** February**, 2003.**

APPROVED:

MICHAEL D. BROWN,
MAYOR

(MUNICIPAL SEAL)

ATTEST:

CARRIE E. WARD, CMC/AAE
MASTER MUNICIPAL CLERK
CITY CLERK

DAVID G. SCHNYER
CHAIRPERSON

SYLVIA LEE BLUE
CHAIR PRO-TEM

DONALD R. WILSON
COUNCILPERSON

ELIZABETH "LIZ" WADE
COUNCILPERSON

EDWARD RODGERS
COUNCILPERSON

MOTIONED BY: D. Wilson

SECONDED BY: S. Blue

D. SCHNYER	aye
S. BLUE	aye
D. WILSON	aye
E. WADE	aye
E. RODGERS	aye

REVIEWED AS TO LEGAL SUFFICIENCY

PAMALA HANNA RYAN, CITY ATTORNEY

DATE: _____

DJ/mg/01-16-03

RESOLUTION NO. 14-03

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF RIVIERA BEACH, PALM BEACH COUNTY, FLORIDA, AUTHORIZING THE FINANCE DIRECTOR TO APPROPRIATE FUND BALANCE IN THE GENERAL FUND IN THE AMOUNT OF $230,000.00, INCREASING THE PUBLIC WORKS STREETS AND CANALS DIVISION BUDGET TO CONTINUE TO PROVIDE STORMWATER ACTIVITIES; AND PROVIDING AN EFFECTIVE DATE.

WHEREAS, the City's stormwater activities are currently performed within the Streets and Canals division of the Public Works Department; and

WHEREAS, the Streets and Canals Division was only budgeted through December 31, 2002 to conduct stormwater activities because it was anticipated that a Stormwater Utility and a Stormwater Division would have been created by January 1, 2003; and

WHEREAS, it is expected that stormwater funding may not be available through a Stormwater Utility until July 1, 2003; and

WHEREAS, funding needs to be made available in the meantime for the Streets and Canals Division to continue to provide stormwater activities.

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

SECTION 1. The Finance Director is authorized to appropriate fund balance in the General Fund in the amount of $230,000.00.

SECTION 2. That the Finance Director is authorized to increase the Public Works Streets and Canals Division's various accounts by a total of $230,000.00 to cover the cost of stormwater activities until July 1, 2003.

Transfer from:

GENERAL FUND FUND BALANCE	001-00-399999	$230,000.00

Transfer to:

STREETS & CANALS	001-1127-541-	$230,000.00

RESOLUTION NO. 14-03
PAGE 2

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

PASSED AND APPROVED this 5 day of February, 2003.

APPROVED:

MICHAEL D. BROWN,
MAYOR

(MUNICIPAL SEAL)

ATTEST

CARRIE E. WARD,
MASTER MUNICIPAL CLERK
CITY CLERK

DAVID G. SCHNYER
CHAIRPERSON

SYLVIA LEE BLUE
CHAIR PRO-TEM

DONALD R. WILSON
COUNCILPERSON

ELIZABETH "LIZ" WADE
COUNCILPERSON

EDWARD RODGERS
COUNCILPERSON

REVIEWED AS TO LEGAL SUFFICIENCY

PAMALA HANNA RYAN, CITY ATTORNEY

DATE: 2/5/03

RESOLUTION NO. 14-03
PAGE 3

MOTIONED BY: D. WILSON

SECONDED BY: S. BLUE

D. SCHNYER	AYE
S. BLUE	AYE
D. WILSON	AYE
E. WADE	AYE
E. RODGERS	AYE

DJ/mg/01-16-03

RESOLUTION NO. 15-03

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF RIVIERA BEACH, PALM BEACH COUNTY, FLORIDA, APPROVING THE SPECIAL EXCEPTION APPLICATION FOR THE MODIFICATION OF WETLANDS AND A SITE PLAN APPLICATION FROM SINGER ISLAND LAND CO. LLC TO ALLOW A PROPOSED SIX (6) UNIT TOWNHOUSE DEVELOPMENT ON 4.09 ACRES AT 5050 N. OCEAN DRIVE, IN AN RM-20 ZONING DISTRICT; PROVIDING FOR AN EFFECTIVE DATE.

WHEREAS, Section 23-86, of the City of Riviera Beach Code of Ordinances establishes that in cases of practical difficulty in the utilization of land as permitted by zoning, special exceptions may be granted to allow modification of the wetlands; and

WHEREAS, The applicant for a special exception has demonstrated that all of the criteria for granting the special exception has been met; and

WHEREAS, The applicant has met Objective 3.2 of the Conservation Element, of the Comprehensive Plan that requires:

(1) That there be no net loss of wetland functions.

(2) The minimization of unavoidable wetland impacts.

(3) Compensation for wetland impacts through mitigation.

(4) The City shall support wetland creation, restoration, enhancement, and preservation and shall encourage public and private sector initiatives for these efforts; and

WHEREAS, Sec. 31-58, of the City of Riviera Beach Code of Ordinances establishes the requirements for site plan review by the City Council; and

WHEREAS, The Planning & Zoning Board met on December 12, 2002 to review the application and recommended approval to the City Council for the Special Exception application for Wetland Modification and Site Plan for a proposed (6) Six-unit Townhouse development from Singer Island Land Co. LLC.

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

SECTION 1. The City Council adopts staff findings of fact and further finds that the applicant has met all criteria listed in Sec. 23-86 of the Land Development Code and accordingly approves the application for the special exception.

SECTION 2. The Site Plan Application for a (6) six-unit Townhouse Development from Singer Island Land Co. is approved with the following conditions:

(1) The Site Plan shall automatically expire within 18 months of its development order unless a valid building permit has been issued.

(2) For properties located in Riviera Beach, all future advertising, including but not limited to letterhead, business cards, etc., must state that the development is in the City of Riviera Beach. A fine of $250 per day will be levied against the property owner for violation of this condition.

(3) The applicant shall compensate .05 acres and enhance .69 acres for a total of .74 acres of wetland enhancement/creation, as a result of expanding the access drive.

SECTION 3. This resolution shall act as the final order which is not required to be recorded in the public records of Palm Beach County.

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

[REMAINDER OF PAGE LEFT BLANK INTENTIONALLY]

RESOLUTION NO. 15-03
PAGE -3-

PASSED AND APPROVED this 5 day of February, 2003

APPROVED:

MICHAEL D. BROWN,
MAYOR

(MUNICIPAL SEAL)

ATTEST

CARRIE E. WARD
MASTER MUNICIPAL CLERK
CITY CLERK

DAVID G. SCHNYER
CHAIRPERSON

SYLVIA LEE BLUE
CHAIR PRO-TEM

DONALD R. WILSON
COUNCILPERSON

ELIZABETH "LIZ" WADE
COUNCILPERSON

EDWARD RODGERS
COUNCILPERSON

MOTIONED BY: E. WADE

SECONDED BY: S. BLUE

D. SCHNYER:	AYE
S. BLUE:	AYE
D. WILSON:	AYE
E. WADE:	AYE
E. RODGERS:	AYE

REVIEWED AS TO LEGAL SUFFICIECY

Asst. ~~PAMALA HANNA RYAN~~, CITY ATTORNEY

DATE: 1/23/03

MMcK/sl
1.15.03

RESOLUTION NO. 16-03

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF RIVIERA BEACH, PALM BEACH COUNTY, FLORIDA, APPROVING THE PUD MASTER SITE PLAN APPLICATION FOR A 101 ACRE PARCEL LOCATED ON THE WEST SIDE OF CONGRESS AVENUE SOUTH OF SILVER BEACH ROAD; PROVIDING FOR AN EFFECTIVE DATE AND FOR OTHER PURPOSES.

WHEREAS, Section 31-58, of the City of Riviera Beach Code of Ordinances establishes the requirements for site plan review by the City Council; and,

WHEREAS, Section 31-60 (b), of the City of Riviera Beach Land Development Code requires that all approved Site Plans shall automatically expire within 18 months of its development order unless a valid building permit has been issued; and

WHEREAS, The Planning & Zoning Board met on December 12, 2002 to review the application and made a recommendation to the City Council of Riviera Beach.

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

SECTION 1. The Master Site Plan, Exhibit "A" , for an 828 unit Planned Unit Development located on the west side of Congress Avenue, south of Silver Beach Road is approved with the following conditions:

A. The development is approved for 220 Single Family Homes, 258 town homes, and 350 Multi-family "for sale" units.

B. The applicant is required to submit a site plan for POD B, the multi-family "for sale" units, for review by the Planning and Zoning Board and the City Council prior to receiving building permits for POD B of the Master Site Plan.

C. Landscaping within the Congress Avenue median and adjacent to the perimeter of the project, and decorative street lighting shall be provided and maintained by the developer along the length of property adjacent to Congress Avenue.

D. Traffic Signal shall be provided by the applicant at the entrance to the development on Congress Avenue.

E. A tree relocation plan must be submitted and approved by the Department of Community Development prior to the issuance of building permits.

F. The applicant shall provide an access easement in coordination with Palm Tran, for a Transit stop along Congress Avenue adjacent to the development.

G. Construction must be initiated within 18 months of the effective date of this resolution in accordance with Section 31-60(a), of the City Code of Ordinances.

H. All future advertising must state that the development is in the City of Riviera Beach. A fine of $250 per day will be levied against the property owner for violation of this condition.

SECTION 2. This resolution shall act as the final order which is not required to be recorded in the public records of Palm Beach County.

SECTION 3. This resolution shall take effect upon City Council approval of the second reading of the rezoning of the 101 acre parcel to RPUD-1.

RESOLUTION NO. 16-03
PAGE -3-

PASSED AND APPROVED this 5 day of February, 2003

APPROVED:

MICHAEL D. BROWN
MAYOR

(MUNICIPAL SEAL)

DAVID G. SCHNYER,
CHAIRPERSON

SYLVIA LEE BLUE,
CHAIR PRO-TEM

DONALD R. WILSON
COUNCILPERSON

ELIZABETH "LIZ" WADE
COUNCILPERSON

EDWARD RODGERS
COUNCILPERSON

ATTEST:

CARRIE E. WARD,
MASTER MUNICIPAL CLERK
CITY CLERK

MOTIONED BY: D. WILSON

SECONDED BY: E. WADE

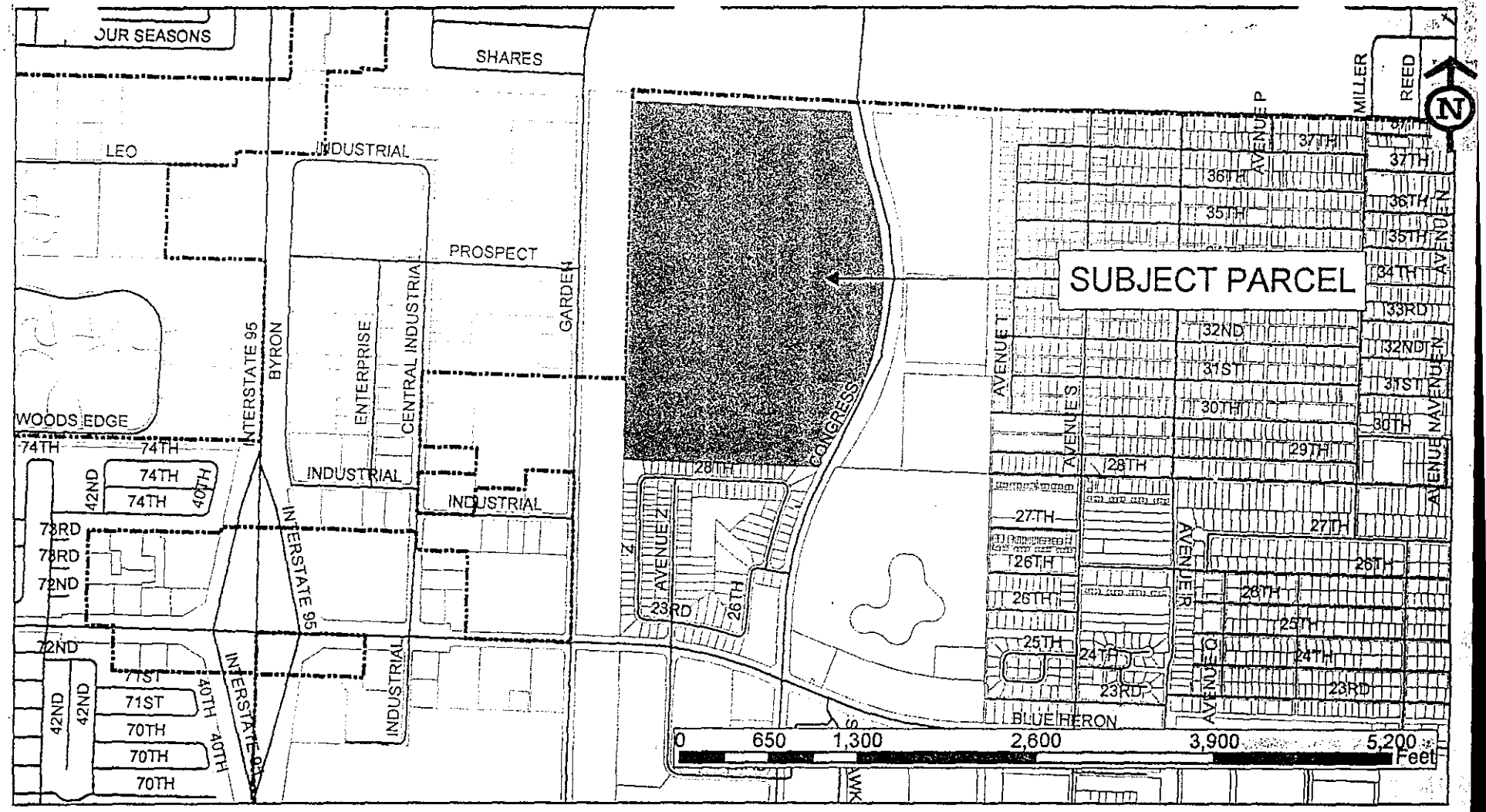
D. SCHNYER:	AYE
S. BLUE:	AYE
D. WILSON:	AYE
E. WADE:	AYE
E. RODGERS:	AYE

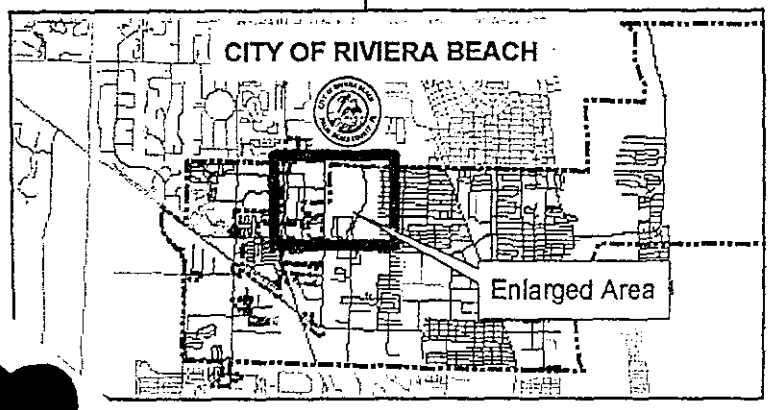
REVIEWED AS TO LEGAL SUFFICENCY

PAMALA HANNA RYAN, CITY ATTORNEY

Date: 1/27/03

MMK/srve:01.06.03





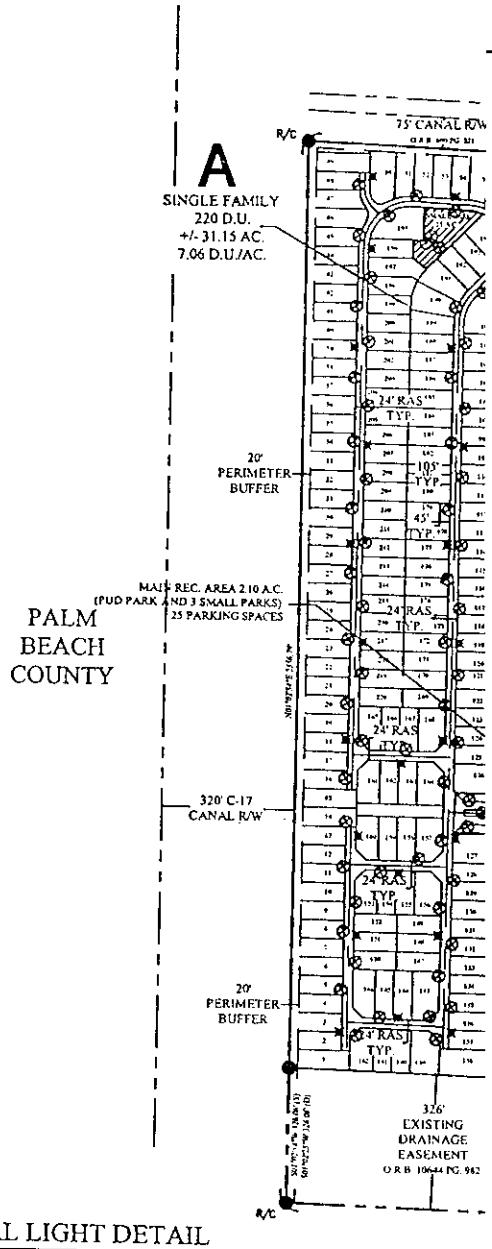
LOCATION MAP
CONGRESS AVENUE PUD

Legend

- Parcel Boundary
- Street Center Line
- Municipal Boundary
- Congress Avenue PUD

Map Created on November 20, 2002
by the City of Riviera Beach Community Development

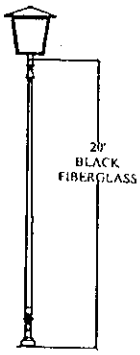
D:projects/planning & zoning/Congress Ave PUD/location map_Congress Ave



30/42/43
MRF
ANNEXED
RPUD-1
56-43-42-30-00-000-1010
101.23 AC.
828 D.U.
220 D.U.
350 D.U.
258 D.U.
48 D.U.
210 D.U.
8.18 D.U./ AC.
2.96 AC.
3.10 AC.
1.35 AC.
3,800 S.F.
1 POOL
3 COURTS
7 PARKS
10.21 AC.
12.84 AC.
8.50 AC.
5.68 AC.
1.77 AC.
.60 AC.

TYPICAL LIGHT DETAIL

NTS

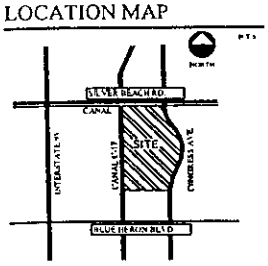


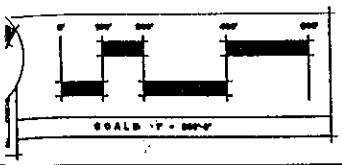
NA
TIN

POD DATA

POD A - SINGLE FA
POD B - NON-RENT
POD C - TOWNHOM
TOTAL

LOCATION MAP





LAND DESIGN SOUTH
Landscape Architecture / Land Planning

CONGRESS AVENUE PUD
PREPARED FOR CONTINENTAL HOMES
RIVIERA BEACH, FLORIDA

SITE PLAN

2101 Centrepark West Drive
Suite 100
West Palm Beach, FL 33409
561-478-6501

SCALE:	1" = 200'-0"
DRAWN BY:	RAP/JBG
DRAWING #:	691.4pd.dwg
FILE #:	691.4
DATE:	10/21/02
REVISED:	11/04/02 01/07/03 12/20/03

SHEET #

1 OF 1

RESOLUTION NO. 17-03

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF RIVIERA BEACH, PALM BEACH COUNTY, FLORIDA, AUTHORIZING AN AMENDMENT TO THE JOB CLASSIFICATION BY REGRADING THE ADMINISTRATIVE POSITION OF ASSISTANT DIRECTOR OF FINANCE, BY DELETING THE ADMINISTRATIVE POSITION OF BUDGET & MANAGEMENT SPECIALIST; CREATING THE ADMINISTRATIVE POSITION OF BUDGET & MANAGEMENT ADMINISTRATOR, BY DELETING THE GENERAL EMPLOYEE POSITION OF ACCOUNTANT FROM THE GENERAL EMPLOYEES SALARY SCHEDULE AND PLACING THE POSITION UNDER THE SUPERVISORY/ CONFIDENTIAL SALARY SCHEDULE AND ADDING THE WORD "SENIOR" TO THE POSITION OF ACCOUNTANT AND PROVIDING AN EFFECTIVE DATE.

WHEREAS, the Finance Director has determined after analyzing the functions of each position that in order to provide more efficient services to internal and external customers, it is recommended that the Finance Department be re-organized; and

WHEREAS, it has been deemed necessary to regrade and reclassify certain positions within the Finance Department based on the changing demands for service; and

WHEREAS, the requirements of additional grants, duties assumed in training, new accounting provisions, state mandates, fixed assets and revenue tracking have increased the workload of the Finance Department.

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

SECTION 1. That the following administrative position be regraded on the Job Classification List:

FROM

Salary Schedule	Position	Range	Salary
Administrative	Assistant Finance Director	22	50,428-75,642

TO

Salary Schedule	Position	Range	Salary
Administrative	Assistant Finance Director	23	53,273-79,910

SECTION 2. That the following administrative position be deleted from the Job Classification List:

Salary Schedule	Position	Range	Salary
Administrative	Budget & Management Specialist	19	41,890-62,835

SECTION 3. That the Job Classification List be amended by creating the administrative position of:

Salary Schedule	Position	Range	Salary
Administrative	Budget & Management Administrator	21	47,582-71,373

SECTION 4. That the Job Classification List be amended by deleting the following General Employee position from the salary schedule:

Salary Schedule	Position	Range	Salary
General Employees	Accountant	18	38,165-59,156

SECTION 5. That the Job Classification List be amended by adding the word "Senior" to the position of Accountant as follows:

Salary Schedule	Position	Range	Salary
Supervisory/Confidential	Accountant, Senior	18	38,165-59,156

SECTION 6. This resolution shall take effect upon its passage and approval by the City Council.

RESOLUTION NO. 17-03
PAGE 4

PASSED AND APPROVED this 5 day of February, 2003.

APPROVED:

MICHAEL D. BROWN
MAYOR

(MUNICIPAL SEAL)

ATTEST:

CARRIE E. WARD
MASTER MUNICIPAL CLERK
CITY CLERK

DAVID G. SCHNYER
CHAIRPERSON

SYLVIA LEE BLUE
CHAIR PRO-TEM

DONALD R. WILSON
COUNCILPERSON

ELIZABETH "LIZ" WADE
COUNCILPERSON

EDWARD RODGERS
COUNCILPERSON

REVIEWED FOR LEGAL SUFFICIENCY

PAMALA HANNA RYAN, CITY ATTORNEY

DATE 1/29/03

RESOULUTION NO. 17-03
PAGE 5

MOTIONED BY: D. WILSON

SECONDED BY: E. WADE

D. SCHNYER AYE

S. BLUE AYE

D. WILSON AYE

E. WADE AYE

E. RODGERS AYE

dp/01/27/03

RESOLUTION NO. 18-03

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 AGREEMENT COMMENCING OCTOBER 1, 2002 TO SEPTEMBER 30, 2005 WITH THE INTERNATIONAL UNION OF POLICE ASSOCIATION (IUPA), AN ORGANIZATION REPRESENTING POLICE OFFICERS AND SERGEANTS OF POLICE OF THE CITY OF RIVIERA BEACH AND THAT THE FINANCE DIRECTOR IS AUTHORIZED TO TRANSFER FUNDS IN THE AMOUNT OF $146,364.00 FOR THE 1ST YEAR COST FROM CONTINGENCY TO THE APPROPRIATE DEPARTMENTAL ACCOUNT NUMBERS; PROVIDING AN EFFECTIVE DATE.

WHEREAS, the City of Riviera Beach has a Collective Bargaining Agreement with the International Union of Police Association (IUPA), an organization representing Police Officers and Sergeants of Police of the City of Riviera Beach; and

WHEREAS, both parties have agreed to make changes to the following Articles: Article 2 - Terms of Agreement, Article 11 - Bulletin Board, Article 13 - Vacation, Article 24 - Field Training Officer, Article 26 - Grievance Procedure, Article 27 - Departmental Disciplinary Review Board, Article 28 - Interview Procedures, Article 29 - Promotions, Article 34 - Wages, Article 38 - Total Agreement, Article 47 - Drug Testing, Article 49 - Employees unable to perform job duties following on-the-job injury, job related illness/disability, Article 50 - Education Incentive and including a smoke-free affidavit for new hires; and

WHEREAS, the language in the above articles is deleted by strike- outs and the newly proposed language is underscored; and

WHEREAS, all of the other contract articles will remain the same; and

WHEREAS, the Bargaining Agreement shall be for a period of three (3) years – Fiscal Years 2002-2003, 2003-2004, and 2004-2005.

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

SECTION 1. That the Mayor and City Clerk are authorized to execute the collective bargaining agreement between the City of Riviera Beach and the International Union of Police Association representing Police Officers and Sergeants of Police.

SECTION 2. That the Finance Director is authorized to transfer funds in the amount of $146,364.00 for the 1st year cost from contingency to the appropriate departmental account numbers; and money will be budgeted for future years.

SECTION 3. A copy of the new articles is attached and made a part hereof.

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

PASSED AND APPROVED this 5th day of February, 2003.

APPROVED:

MICHAEL D. BROWN
MAYOR

DAVID G. SCHNYER
CHAIRPERSON

SYLVIA LEE BLUE
CHAIRPERSON PRO TEM

(MUNICIPAL SEAL)

DONALD R. WILSON
COUNCILPERSON

ELIZABETH "LIZ" WADE
COUNCILPERSON

ATTEST:

CARRIE E. WARD,
MASTER MUNICIPAL CLERK
CITY CLERK

EDWARD RODGERS
COUNCILPERSON

REVIEWED AS TO LEGAL SUFFICIENCY

PAMALA HANNA RYAN, CITY ATTORNEY

DATE 1/28/03

Motioned by: S. BLUE

Seconded by: D. WILSON

D. SCHNYER AYE

S. BLUE AYE

D. WILSON AYE

E. WADE AYE

E. RODGERS OUT

DP:qt
01/27/03

THE CITY OF RIVIERA BEACH, FLORIDA

AND

INTERNATIONAL UNION OF POLICE

ASSOCIATION

FOR POLICE OFFICERS AND SERGEANTS

CONTRACT YEAR OCTOBER 1, 2002

THROUGH

SEPTEMBER 30, 2005

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PREAMBLE

This contract, entered into by the City of Riviera Beach, Florida hereinafter referred to as the "City", and International Union of_Police Association, hereinafter referred to as the I.U.P.A., Employee Organization or Union, has as its purpose:

(1) The promotion of harmonious relationships between the City and the I.U.P.A.

(2) The establishment of an equitable and peaceful procedure for the resolution of differences, and

(3) The establishment of rates of pay, hours of work and other conditions of employment.

Therefore, the Parties mutually and in good faith agree to the following:

ARTICLE 1: RECOGNITION

A. The I.U.P.A. recognizes the City Council as the elected representatives of the citizens of the City of Riviera Beach and the legally constituted authority responsible for determining the purpose, mission, and operation of the city.

B. The City recognizes the I.U.P.A. as the exclusive representative for all sworn police employees in the classification of lieutenant of the Riviera Beach Police Department, as specified in P.E.R.C. order entered in case number RC-97-029 and CA-97-099 issued October 21, 1997, and certification number 1201 issued June 16, 1998.

ARTICLE 2: TERMS OF AGREEMENT

This agreement shall be effective October 1, 2002, and shall remain in full force and effect through the 30th day of September 2005. The duration of this agreement shall be for a term of three (3) years ending in 2005. The parties agree to reopen negotiations by April 15, 2005. In the event there is no resolution on the contracts, the parties agree to declare impasse and proceed to a resolution of the disputed items by submission of the issues in dispute directly to the City Council by bypassing the impasse procedures outlined in Florida Statutes Chapter 447.

ARTICLE 3: REPRESENTATION OF THE CITY

The City shall be officially represented by the City Manager or a person or person designated in writing to the I.U.P.A. by the City Manager. The City Manager or his designated representative shall have sole authority to conclude an agreement on behalf of the City, subject to ratification by official resolution of the City Commission. It is understood, however, that if the City Manager designates a representative to negotiate with the I.U.P.A., then such designated representative(s) shall be empowered to fully engage in good faith collective bargaining and make tentative agreements subject to final approval by the City Manager and the City Council.

ARTICLE 4: REPRESENTATION OF THE I.U.P.A.

The I.U.P.A. shall be represented by the President or Chairman of the I.U.P.A. or by a person or persons designated in writing to the City Manager by the President or Chairman of the I.U.P.A. The identification of representatives shall be made each year by March 1. The President or Chairman of the I.U.P.A. or person or persons designated by said President shall have full authority to conclude tentative agreement on behalf of the I.U.P.A., subject to ratification of a majority vote of those bargaining unit members voting on the question of ratification. It is understood that the I.U.P.A. representative or representatives are the official representatives of the I.U.P.A. for the purpose of negotiating with the City. Negotiations shall not be entered into with persons other than those described above, regardless of their position or association with the I.U.P.A. The I.U.P.A. agrees to notify the City Manager in writing of any change in the designation of the President or Chairman of the I.U.P.A., or any change in certified representatives of the I.U.P.A. The City recognizes the INTERNATIONAL UNION OF POLICE ASSOCIATION, as the exclusive bargaining agent for the sworn personnel in the unit certified by the Public Employees Relations Commission as stated in Article 1- Recognition.

ARTICLE 5: PREVAILING BENEFITS

All job benefits in effect at the time of the execution of this Agreement, except those that are modified by this Agreement which were heretofore authorized by the City Manager or benefits provided for by ordinance of the City Commissions, not specifically provided for or abridged by this Agreement, shall remain in full force and effect for the duration of this Agreement.

ARTICLE 6: NO STRIKE PROVISION

A. International Union of Police Association agrees not to engage in a strike, work stoppage, slowdown or other form of interference with operation and mission of the City Administration, as prohibited by Florida Statue.

B. Any employee who participates in, or promotes a strike, work stoppage, slowdown or other form of interference with the operation and mission of the City Administration shall be subject to discipline up to and including discharge.

C. In the event of a strike, work stoppage, slowdown or interference as defined presently in the Public Employees Relations Act, Section 447.203 (6) with the operation and accomplishment of the mission of the City Administration, the President of the I.U.P.A. shall promptly and publicly disavow such strike or work stoppage and order the employees to return to work and attempt to bring prompt resumption of normal operations. An authorized I.U.P.A. representative shall notify the City within twenty-four (24) hours after the commencement of such strike, what measures it has taken to comply with the provision or the provisions of this Article.

D. Failure to abide by the terms set forth in this Article, may cause the City Council to terminate this Agreement.

E. Nothing contained herein shall interfere with the exercise of free speech.

ARTICLE 7: MANAGEMENT RIGHTS

The I.U.P.A. recognizes that the City has and will continue to retain, whether exercised or not, the responsibility and authority to operate and manage its affairs in all respects and the powers or authority which the City has not officially abridged, delegated, or modified by the express provisions of this Agreement, are retained by the City. The rights of the City, through its management officials, shall include, but shall not be limited to the following:

A. To manage and direct the employees of the City.

B. To hire, promote, transfer, schedule, assign, and retain employees in positions with the City.

C. To suspend, demote, discharge or take disciplinary action against employees from duties for just cause.

D. To relieve employees from duty because of lack of work, business necessity, funds or other legitimate reasons.

E. To maintain the efficiency of the operations of the City.

F. To determine the methods, means and personnel by which such operations are to be conducted, including the right to contract and subcontract existing and future work.

G. To determine the organization of City government.

H. To determine the number of employees to be employed by the City.

I. To determine the number, types and grades of positions or employees assigned to an organizations unit, department or project.

J. To determine internal security practices.

K. To determine those matters to be covered by the Civil Service System.

L. To determine the minimum manning requirements to provide safety and security to the citizenry of Riviera Beach.

ARTICLE 7: MANAGEMENT RIGHTS (CONTINUED)

1. The City Council has the sole authority to determine the purpose and mission of the City and all its employees and amount of the budget to be adopted. Those inherent managerial functions are prerogatives and policy making rights which the City has not expressly modified or restricted by a specific provision of the Agreement, directly or indirectly, subject to the grievance or bargaining.

2. If, in sole discretion of the City Council, it is determined that civil emergency condition exist, including but not limited to riots, civil disorders, hurricane conditions, or similar catastrophes, the provision of this Agreement may be suspended by the Mayor during the time of the declared emergency, provided that wage rates and monetary fringe benefits shall not be suspended.

3. It is understood by the Parties that every incidental duty connected with operations enumerated in job descriptions is not always specifically described, and the employees at the discretion of the City, may be required to perform duties not within their job description.

4. Delivery of municipal services in the most efficient, effective and courteous manner is of paramount importance to the City of Riviera Beach. Accordingly, the union agrees that it will instruct its members to work diligently in order that the services performed meet the above standards.

5. Those inherent managerial functions, prerogatives and policy making rights of the City are not in any way directly or indirectly under this contract subject to infringement.

ARTICLE 8: HOLIDAYS

The City shall recognize the following days as Holidays:

1. New Year's Day
2. Dr. Martin Luther King's Birthday
3. Washington's Birthday
4. Memorial Day
5. Independence Day
6. Labor Day (First Monday in September)
7. Veteran's Day
8. Thanksgiving Day (Fourth Thursday in November)
9. Friday following Thanksgiving Day
10. Christmas Day (December 25th)
11. Employee's Birthday

Employees must work their scheduled day before and their scheduled day after the holiday in order to be paid for the holiday, (unless excused by the Department Head), or on their scheduled days off. Holidays, when worked, shall be paid at the rate of double-time and one half the employees normal hourly rate. Employees not working holidays will be compensated for eight (8) hours at their normal hourly rate. The day on which the above holidays will be observed will be determined by the City. Holiday pay is applicable on the day the City observes the holiday.

ARTICLE 9: COMPASSIONATE LEAVE

A. In the event of the death of the mother, stepmother, father, stepfather, brother, stepbrother, sister, stepsister, spouse, son, stepson, daughter, stepdaughter, grandparent, mother-in-law, or father-in-law, of a regular full time employee, said employee shall be entitled to paid compassionate leave, not to exceed three (3) working days for any one death.

B. Five (5) days shall be granted if the employee is in attendance at the funeral and such funeral is held more than 250 miles away.

C. The City Manager may grant additional leave under this section if the circumstances warrant it. However, the City Manager's determination under this section shall be final and not subject to the grievance procedure.

ARTICLE 10: WORKING CONDITIONS

The City shall endeavor to maintain the comfort of the employee through maintenance of air-conditioning and heating units, and insure vehicles are maintained in a safe reliable condition through an established maintenance reliability program as determined by the Police Chief or designee.

ARTICLE 11: BULLETIN BOARD

The City shall allow space within the confines of the Police Department Squad Room for a bulletin board for INTERNATIONAL UNION OF POLICE ASSOCIATION notices and Union Information. No derogatory or demeaning information against the City's personnel shall be posted on the bulletin board. The Chief of Police or Assistant Chief of Police shall determine if such information is posted and may order its removal. The judgment of the Chief or Assistant Police Chief shall not be arbitrable.

ARTICLE 12: VACATION

A. The parties hereto agree that each employee, after his first six months of service and continuing through the fifth year of service, shall accrue paid vacation at the rate of one (1) day per month of employment to a maximum of twelve (12) days per year. Thereafter, paid vacation days will accrue according to the following schedule:

AMOUNT OF SERVICE	HOURS # OF DAYS PER YEAR	HOURS ACCUMULATED PER YEAR	ACCUMULATED PER WEEK
7-12 months	6	48.0	1.848
1-5 years	12	96.0	1.848
6 years	13	104.0	2.000
7 years	14	112.0	2.152
8-10 years	15	120.0	2.308
11 years	16	128.0	2.460
12 years	17	136.0	2.616
13 years	18	144.0	2.768
14 years	19	152.0	2.924
15 years or more	20	160.0	3.076

ARTICLE 12: VACATION (CONTINUED)

B. Employees are eligible to take vacation upon completion of the one (1) year probationary period.

C. An employee utilizing at least five (5) days of vacation during the previous fiscal year may elect to receive payment, in lieu of vacation, for up to 50% of any remaining accrued vacation time. The employee must make this election in October, of the current fiscal year. Payment will be made by December 31st of the election year. Payment will be at the employee's current rate of pay, as of date paid and will not be affected by any subsequently adopted retroactive pay increases. Any unused or unpaid vacation leave shall remain in the employee's vacation leave accrual account.

D. The maximum number of vacation days any employee may accumulate shall be twice his/her annual rate of accrual.

ARTICLE 13: COURT PAY

The City shall pay at a rate of time and one half overtime to employees required to attend county and/or circuit court while off duty, stemming from actions arising from duty hours, with a minimum of two (2) hours for such overtime.

ARTICLE 14: OVERTIME

The City shall compensate each employee at the rate of time and one half per hour for all hours worked in excess of forty (40) hours per week. Holidays, vacations, and compensation time will not be considered as days worked for overtime compensation.

For the fifteen (15) minute lineup time per day, the City agrees to pay two (2) hours at the end of the week to each police officer required to attend lineup, at straight time pay and the City further agrees it will not increase the lineup time of fifteen (15) minutes per day without the consent of the I.U.P.A. and re-negotiation on this clause.

ARTICLE 15: COMPENSATION OVERTIME

A. Employee shall be entitled to payment in cash for overtime hours as outlined in Article 14 unless, by mutual consent of the employee and supervision, compensatory time credit is taken in lieu of cash payment. In such cases, one and one-half hours of compensatory time credit shall be provided the employee for each hour of overtime worked.

B. Compensatory time off must be taken in the same fiscal year in which compensatory time credit is earned. Compensatory time credit shall not be carried over into the next fiscal year. Payment for any accumulated compensatory time credit, for which the time off has not been taken, will be made in the last pay period of the fiscal year.

C. Total accumulated compensation time credit shall not exceed thirty (30) hours, (i.e., twenty (20) hours of employment at time and one-half) per fiscal year for any one employee.

ARTICLE 16: LINE OF DUTY INJURIES

A. The City agrees to carry full Worker's Compensation coverage for all employees, as required by Florida Statutes.

ARTICLE 17: HAZARD DUTY PAY

A. The City shall compensate each motorcycle officer and K-9 officer at the rate of ten dollars ($10.00) per week for K-9 and motorcycle duty so long as the officer is so assigned. Officers will be paid the ten dollars ($10.00) per week in the pay check following performance of the assigned duty.

B. The Union and the City agree that effective June 27, 1992,-officers who are assigned K-9 dogs will be compensated five (5) hours per week at straight time rate for the care and upkeep of the animal. These five (5) hours shall represent all compensation the employee shall receive during a seven (7) day period for the care and upkeep of the animal. When the employee is on duty, the employee's work hours will be adjusted to insure that the care and upkeep of the animals will be performed on duty. Nothing herein precludes the City from releasing the K-9 officer from his shift one (1) hour per day for the care and upkeep of the animal. Where the officer is released from police duty during his shift, the five (5) hours shall serve to satisfy the compensation for the officer for all work related to the care and upkeep of the animal for the seven (7) day period.

ARTICLE 18: CLOTHING ALLOWANCE

Employees required to wear plain clothes as a part of their duty shall, in November of each calendar year, receive a five hundred dollar ($500.00) clothing allowance. This payment shall be a lump sum payment.

Any employee leaving plain clothes assignment or the employment of the City for any reason shall return, on a prorated basis, clothing allowance funds for the remainder of the fiscal year. The City shall have the right to deduct from the employee's final pay check an amount equal to the prorated clothing allowance.

Those employees remaining in the employ of the City who are no longer eligible for the plain clothes allowance may have their prorated amount deducted from their weekly pay check in equal installments until the full amount is repaid.

ARTICLE 19: CLEANING ALLOWANCE

A cleaning allowance of thirteen dollars ($13.00) per week shall be paid to each employee.

ARTICLE 20: EVIDENCE STORAGE

The City, realizing the necessity of storing evidence to be used in criminal cases, shall provide a location to maintain evidence in pending cases of sufficient size as not to hamper storage of the employee's official equipment in the personnel equipment locker.

ARTICLE 21: SAFETY

Police vehicles will not be placed into operation if they are unsafe pursuant to Florida State Statues definition of defective or unsafe equipment.

The employee shall have the right to call to the attention of the shift lieutenant the following items not in good working order:

1. Tires
2. Brakes
3. Steering (front-end)
4. Radio - not transmitting or receiving
5. Windshield wipers and washers (when necessary)
6. Lights, external and internal
7. Motor mounts

The lieutenant will then pull the vehicle from the City's service, if he deems it necessary. The vehicle will remain out of City service until repaired.

Nothing in this Article shall prohibit the City from removing any vehicle from service, at any time the City may feel it is necessary.

Any employee who observes or suspects an unsafe condition regarding a motor vehicle will report same to his immediate supervisor and will immediately complete a Vehicle Repair notice. A copy of the completed Notice shall be placed inside the vehicle in a conspicuous location and a copy will be provided to the shift supervisor.

ARTICLE 22: PHYSICAL FITNESS

The I.U.P.A. realizes the need for a physical fitness program, and further recognizes that to be physically fit is a condition of employment.

The City shall have the right to implement a physical fitness performance evaluation prior to accepting new employees. All employees are expected to participate in the prescribed physical fitness program in order to maintain their capacity to provide effective services.

The City will endeavor to formulate a fitness program flexible enough to take into consideration the age, health, and disability of the employee.

ARTICLE 23: ON CALL

Those employees who are not provided with a take home vehicle by the City will be paid at the rate of time and one half for a minimum of three (3) hours, if the employee is called out beyond regular duty hours.

No detective will be called out unless a class one crime is committed or unless deemed necessary by the division commander.

Employees who are provided take home vehicles will not be provided call out pay. However, the employee shall be compensated for call out at straight time provided he/she does not exceed the forty (40) hour work week.

ARTICLE 24: FIELD TRAINING OFFICER

The City shall compensate each training officer at the rate of fifty dollars ($50.00) per week for training so long as the officer is so assigned and provided the officer has successfully completed the Field Training Officer's Course. Nothing contained herein shall require management to assign training duties to an employee solely on the basis of having completed a Field Training Officer's Course. Management reserves the right to assign personnel to fulfill training obligation as determined by Department needs.

When management identifies officers with exemplary knowledge, skills and abilities in patrol fundamentals and techniques and the liability to effectively train, management may utilize the officer as a Field Training Officer in lieu of having completed the Field Training Officer Program. Identified officers will be mandated to attend and, successfully complete a Field Training Officer Course within twelve (12) months of their initial assignment as a Field Training Officer.

The City has the right to require re-certification or retraining of any officer who has been previously certified in the Field Training Officer's Program.

ARTICLE 25: SENIORITY AND PERSONNEL REDUCTION

A. Seniority shall be defined as the total length of continuous service in the Police Department. Seniority shall continue to accrue during all types of compensable leave, approved by the City. Approved leaves of absence without pay shall not count towards the accrual of seniority.

B. Employees shall lose their seniority as a result of the following:

1. Termination
2. Retirement
3. Resignation
4. Lay-off exceeding six (6) months
5. Failure to report to the Dept. of Human Resources intentions of returning to work, within five (5) days of receipt of recall, as verified by Certified Mail, Return Receipt.
6. Failure to report from Military Leave within the time limits prescribed by law.

C. The City Council will determine the classification and numbers of employees to be laid off. When the lay-off occurs, probationary employees shall be laid-off first, and then regular, full time employees, in the inverse order of their seniority at the time of the lay-off. Probationary employees shall have no recall rights.

Lay-offs shall be by seniority except where lay-off adversely impacts the City's ability to comply with minimum requirements to provide safety and security to the citizens of Riviera Beach.

In the event that two (2) or more employees affected have the exact same amount of seniority, the higher current performance rating shall prevail.

ARTICLE 25: SENIORITY AND PERSONNEL REDUCTION (CONTINUED)

D. Bumping Rights - Any employee who is scheduled for lay-off or whose job has been eliminated, or is replaced on his present job by a more senior employee, shall be entitled, if qualified, as determined by the Chief of Police, to replace an employee junior in seniority in any position of the same or lower rank.

E. Recall - Employees on lay-off status will retain recall rights for six (6) months. Employees will be notified of their recall by Certified Mail to the last address in the employee's records.

Within five (5) work days of a Certified Receipt date, laid off employees must signify in writing, their intention of returning to work, to the Dept. of Human Resources. Failure to respond to the notice within the prescribed time limits previously stated above, shall constitute a resignation by the employee.

Recall will be offered to laid off employees provided they are physically qualified and able to perform all of the duties of the job.

When employees are recalled from lay-off, the employee with the greatest seniority in the classification, shall be recalled first.

ARTICLE 26: GRIEVANCE PROCEDURES

A. DEFINITIONS

1. A grievance is defined as any dispute involving the application or interpretation of this Agreement.

2. The term "employee" includes an individual within the bargaining unit covered by this Agreement.

3. The term "day" when used in this procedure, shall mean calendar days, Monday through Friday, excluding holidays.

B. WITHDRAWAL OF GRIEVANCE

A grievance may be withdrawn by the grievant or the I.U.P.A. at any time, and at any step of this procedure, provided, however, that same grievance may not be filed the second time by the same parties, after the grievance has been withdrawn.

A grievance shall be processed as hereinafter provided:

Step 1. Within five (5) working days of the misapplication or misinterpretation, an employee may initiate a verbal complaint with the supervisor. Within three (3) working days the supervisor will verbally notify the employee of his decision.

Step 2. If the grievance has not been satisfactorily resolved verbally in Step 1, the I.U.P.A. or its representative or the employee, shall reduce the grievance to writing on the standard for provided for this purpose, and present such written grievance to the employee's division commander within three (3) working days of the grievance. The division commander shall meet with the I.U.P.A. or

the employee, or shall respond to the I.U.P.A. in writing three (3) working days from the receipt of the grievance.

Step 3. If the grievance has not been satisfactorily resolved in Step 2, the I.U.P.A. may present a written appeal to the department head within seven (7) working days from the time the response was due in Step 2. The department head or designee shall meet with the I.U.P.A. representative and shall respond in writing to the I.U.P.A. within seven (7) working days from the receipt of the appeal. Any grievance not processed in accordance with the time limits provided shall be considered conclusively abandoned.

Step 4. In the event the grievant is not satisfied with the disposition of the grievance at Step 3, or if no disposition has been made within the time limits as provided in Step 3, the I.U.P.A. may submit the grievance appeal to the City Manager or designee within five (5) days from the time the response was due in Step 3. The City Manager or designee shall indicate in writing the disposition of the grievance to the grievant/I.U.P.A. within ten (10) days from the receipt of appeal from the department head.

Step 5. In the event that the I.U.P.A. is not satisfied with the disposition of the grievance at Step 4, or if no disposition has been made within the time limits as provided for in Step 4, the I.U.P.A. may submit the grievance to arbitration, using the Federal Mediation and Conciliation Services (FMCS). Such request shall be filed with the City Manager no later than five (5) days after the City Manager's response is due in Step 4 of the grievance procedure. The arbitration proceeding shall be in accord with the rules of FMCS.

ARTICLE 26: GRIEVANCE PROCEDURE (CONTINUED)

If the City Manager does not agree that the matter is arbitrable, notification shall be sent to the I.U.P.A. of such within ten (12) days of receipt of the I.U.P.A. request to proceed to arbitration. The parties agree that in such an instance, an arbitrator will be selected according to the rules of FMCS, to determine solely the question of arbitrability. Such decision shall be based solely on written briefs, exhibits and affidavits submitted by the parties, with no oral argument allowed. In the event the arbitrator finds the grievance not arbitrable, the I.U.P.A. will take no further action regarding the arbitrability of the grievance.

If there is no objection by either party to the arbitrability of the grievance, and the above mentioned procedure has been fully complied with or results in a determination that the grievance arbitrable, the parties shall proceed to arbitrate the grievance.

The arbitrator shall have no power to add to, subtract from, modify or alter the terms of the Agreement. The arbitrator shall have no authority to consider or rule upon any matter which is stated in this Agreement "not" to be subject to grievance procedure or arbitration or which is not specifically covered by this Agreement; nor shall this collective bargaining agreement be construed by an arbitrator to supersede applicable laws in existence at the time of this Agreement. The arbitrator may not issue declaratory or advisory opinion and shall confine himself exclusively to the question which is presented to him, which question must be actual and existing. The arbitrator shall render his decision in writing within thirty (30) days, or as soon as possible after the close of the arbitration hearing, and shall furnish a copy to the City and the I.U.P.A. Both parties agree that the decision of the arbitrator shall be final and binding.

ARTICLE 26: GRIEVANCE PROCEDURE (CONTINUED)

The fees and expenses of the arbitrator shall be shared equally by the City and the I.U.P.A.

All other expenses shall be borne by the party incurring them, and neither party shall be responsible for the expense of witnesses called by the other.

C. GENERAL PROVISIONS

1. The time limits provided in this Article shall be strictly observed, unless extended by written agreement by the parties. Failure of the I.U.P.A. or grievant, whichever is appropriate, to proceed with the grievance within the times herein before provided, shall result in the dismissal of the grievance. Failure of the City or its representatives to respond within the times provided, shall entitle the I.U.P.A. or grievant, whichever is appropriate, to proceed to the next step in the grievance procedure.

2. All grievances shall be processed during times which do not interfere with, or cause interruption of an employee's work responsibilities.

3. The filing of a grievance shall in no way interfere with the right of the City to proceed to carry out its management responsibilities, subject to the final resolution of the grievance. The employee shall abide by the management decision involved in any grievance, prior to and during the time the grievance has been filed, and shall not discontinue his duties prior to or during the time a grievance is being processed.

ARTICLE 26: GRIEVANCE PROCEDURE (CONTINUED)

4. The date of disposition shall be the date on which the immediate supervisor or other management official delivers the disposition to the I.U.P.A. or grievant, whichever is appropriate, or the date of postmark in those instances where delivery is by U.S. Mail.

5. The commencing of legal proceeding against the City in a court of law or equity, or before the Public Employees Relations Commission or any other administrative agency, by an employee or the I.U.P.A. for misapplication or misinterpretation of the terms of this Agreement, shall be deemed an election of remedy and shall be deemed a waiver by said employee or the I.U.P.A. of its/their right to resort to the grievance and arbitration on procedure contained in this Agreement.

6. I.U.P.A. is the exclusive bargaining agent for all certified officers of the Police Department and the parties agree that the City may refuse to recognize any grievance not previously reviewed, approved and filed by I.U.P.A.

(A) Any member believing that there is a grievance, shall discuss the matter with the immediate supervisor and attempt to resolve the stated concern. If the concern is not resolved through discussion with the immediate supervisor, the grievance shall be presented to I.U.P.A. for its consideration as a grievance. If I.U.P.A. does not accept handling the grievance based upon membership in I.U.P.A., the employee may proceed with their own representative.

ARTICLE 27: DEPARTMENTAL DISCIPLINARY REVIEW BOARD

No career service employee (an employee having satisfactorily completed probationary period) shall be dismissed, demoted, fine, suffer a forfeiture of time, or be suspended without a hearing prior to such action. When deemed to be in the best interest of the City, the City reserves the right to relieve an employee from active duty, with pay, pending such hearing.

There shall be established a Departmental Disciplinary Review Board for the purpose of such hearings. Said Board shall be composed as outlined in Florida Statues, Section 112.532(2).

The Board's decision shall be advisory and not binding on the department. The department will notify the employee and the review board of its decision, in writing, with five (5) working days after the decision has been rendered.

The employee shall be entitled to representation by an employee of his choice and shall be permitted to examine witnesses, to present evidence and testimony, to cross examine, and to put on a defense. Neither the employee nor the City may be represented by an attorney or anyone other than an employee of the department.

If the decision of the board or the department head is unsatisfactory to the employee, he may choose to use the City grievance procedure or contractual grievance procedure (if applicable) with the right to appeal the Civil Service Board or arbitration.

It is agreed that the convening of the Departmental Disciplinary Review Board shall be effectuated within five (5) working days following the Notice of Intent to Administer Discipline, and that said Review Board shall within fifteen (15) working days of its conclusion, render its written recommendation to the Department. Should the accused employee request to continue a hearing or delay its convening, then it is agreed that the City has the right to impose the proposed penalty immediately. If the penalty is imposed, should the employee prevail on the employee's grievance, the employee shall be made whole for any loss sustained.

ARTICLE 27: DEPARTMENTAL DISCIPLINARY REVIEW BOARD (CONTINUED)

Any decision by the Departmental Disciplinary Review Board or any rules of procedure used by the Board are not arbitrable under this collective bargaining agreement.

The City shall have the right to suspend, place on administrative leave, without pay, an employee for a period of one (1) working day for any reason the City feels in an emergency situation or two (2) working days or occurring on weekend or holiday. The employee shall be notified of the reasons for the administrative leave prior to the effective date of the leave.

ARTICLE 28: INTERVIEW PROCEDURE

Where an investigation is initiated by the City of Riviera Beach Police Department against an employee where a formal statement under oath is elicited from the accused employee, the interview shall be conducted under the following conditions:

A. The interview shall be conducted at a reasonable hour, preferably while the accused is on duty, unless the seriousness of the investigation is of such degree that an immediate action is required. The City shall endeavor to the best of its ability to interview on duty.

B. The investigating officer shall designate the location at which the interview shall take place. It shall be at (1) the office of the command of the investigating officer; or (2) the station, bureau of unit in which an incident allegedly occurred.

C. The accused shall be informed of the rank, name and command of the officer in charge of the investigation, the interviewing party and all persons present during the interview. All questions directed at the accused shall be asked by and through one (1) interviewer at any one time.

D. The accused shall be informed of the nature of the investigation prior to any interview, and given the names of all known complainants.

E. The interview shall be for reasonable periods and shall be timed to allow for such personal necessities and rest periods as are reasonably necessary.

ARTICLE 28: INTERVIEW PROCEDURE (CONTINUED)

F. The accused shall not be subjected to abusive or offensive language or threatened with transfer, dismissal or other disciplinary actions. No promise, reward or threat of action shall be made as an inducement to answering any question.

G. The complete interview shall be recorded and there shall be no unrecorded questions or statements. The accused retains the right to record the complete interview.

H. No mechanical device, including but not limited to, polygraph, psychological stress evaluator, et al, shall be forced onto an accused, nor shall disciplinary action be taken against an accused who refuses to submit to such testing.

I. At the request of the accused, the accused shall have the right to be represented by counsel or any other representative of the accused choice during the entire interview.

J. Where an attorney or employee representative is requested but cannot be present within four (4) hours of notification of the interview, the employee shall be required to obtain another employee representative or counsel within the above four (4) hour time frame. When an employee representative or counsel is present, they shall not have the right of cross examination.

ARTICLE 29: PROMOTIONS

Promotions shall be considered in the following manner:

A. **CONDUCT OF EXAMINATIONS:** All examinations shall be conducted in a manner which fairly tests the ability and capacity of those individuals admitted to the examination. The actual conduct of every examination shall be under the direction of a professional tester, free from interference or influence of any person. The Department of Human Resources, in consultation with the Chief of Police, shall select the professional tester who shall conduct all promotional examinations and grading thereof.

B. NOTICE OF PROMOTIONAL EXAMINATION: Whenever a vacancy arises, the Police Chief shall request the Department of Human Resources to post a notice of a promotional examination. In the request the Chief shall advise the Department of Human Resources of the materials to be covered on the examination. The City shall give notice sixty (60) days before the scheduled promotional examination. Such notice shall include the examination date, eligibility requirements, the areas which the examination will cover, and the sources from which the examination is drawn. The notice shall be posted on the departmental bulletin board.

C. ELIGIBILITY TO TAKE EXAMINATION: Each eligible employee wishing to take the examination shall so state in writing and submit same to the Department of Human Resources at least thirty (30) days prior to the examination. Applicants for both the Sergeant's and the Lieutenant's promotional examinations must apply on or before the application cut off date. No employee on probation shall be eligible to sit for the promotional examination. The Chief of Police shall post a list of those persons eligible to take the examination on the departmental bulletin board. Said list shall be posted at least twenty-five (25) days prior to the date of the examination.

ARTICLE 29: PROMOTIONS CONTINUED

If an employee who is determined ineligible wishes to challenge the eligibility determination, the employee may submit an appeal to the Department of Human Resources at least twenty (20) days prior to the date of examination. The decision of the Department of Human Resources shall be final.

1. Eligibility for Sergeant of Police: To be eligible to take the examination for sergeant of police, the candidate must meet the following criteria:

a. Prior to the date of the examination, the candidate must have three (3) years of continuous service as a sworn full-time Riviera Beach Police officer.

b. One hundred sixty (160) hours of career development courses, or a two (2) or four (4) year college degree in criminal justice or a related field from an accredited college.

c. The term "continuous service" when used in this Article means employment in the City's service without break or interruption, provided that absence on military leave, education leave (as long as the furthering of this education is to the benefit of the City), time off for vacation or sick leave or extension without pay of vacation or sick leave, or other leave of absence not to exceed ninety (90) days, shall not affect continuity of service. All employees who enter the armed services of the United States in any period of national emergency or who are called into service, and all employees who have been granted educational leaves, must resume re-employment with the City within thirty (30) days after his discharge, release from military service, or completion of the educational course.

Upon return to City service, the employee shall be reinstated to the position previously held by him and shall be entitled to receive salary at the rates to which he would have been entitled had his service with the City not been interrupted. When a person terminates his employment with the City for any reason, his continuity of service ceases. Should the person be rehired at a future date, employment begins as a new employee and benefits will be accrued as of the date of rehire. However, should an employee be rehired within six (6) months of his termination at the convenience and request of the City due to the needs for the employee's skills, full continuity of service less time of termination may be granted with all benefits restored.

2. Eligibility for Lieutenant of Police: To be eligible to take a examination for lieutenant of police, the candidate must meet the following criteria:

a. Prior to the date of the examination, the candidate must have eighteen (18) months of continuous service as a sworn police sergeant in the Riviera Beach Police Department and satisfactorily completed the probationary period.

b. Two hundred forty (240) hours of career development courses or a four (4) year degree in police department management from an accredited college.

c. The term "continuous service" when used in this Article means employment in the City's service without break or interruption, provided that absence on military leave, educational leave (as long as the furthering of this education is to the

benefit of the City), time off for vacation or sick leave or extension without pay of vacation or sick leave, or other leave of absence not to exceed ninety (90) days, shall not affect continuity of service. All employees who enter the armed services of the United States in any period of national emergency or who are called into service, and all employees who have been granted educational leaves, must resume re-employment with the City within thirty (30) days after his discharge, release from military service, or completion of the educational course. Upon return to City service, the employee shall be reinstated to the position previously held by him and shall be entitled to receive salary at the rates to which he would have been entitled had his service with the City not been interrupted. When a person terminates his employment with the City for any reason, his continuity of services ceases. Should the person be rehired at a future date, employment begins as a new employee and benefits will be accrued as of the date of rehire. However, should an employee be rehired within six (6) months of his termination at the convenience and request of the City due to the needs for the employee's skills, full continuity of service less time of termination may be granted with all benefits restored.

D. **CANDIDATE MAY INSPECT EXAMINATION PAPER:** Immediately following the examination and its grading, the employee may request a review of his examination paper with the professional tester. If an employee fails to request this review, the employee's test score shall be final. If after the review the professional tester does not agree to alter the answer(s) as suggested by the employee, the answer of the professional tester shall be final. Where an answer is changed based upon this review process, all employee examinations will be adjusted to reflect the correct answer. The decision of the professional tester under this section shall not be appealable or arbitrable.

ARTICLE 29: PROMOTIONS (CONTINUED)

E. NO MAKE-UP EXAMS: There will be no make-up promotional examinations.

F. PROMOTIONAL PROCESS: Candidates must obtain a minimum score of seventy percent (70%) on the written examination to be eligible for further consideration. Written promotional examinations shall be augmented by oral interview and staff evaluations. The oral interview shall be conducted by members of local law enforcement agencies, which shall include three (3) persons of the rank of lieutenant or captain, depending on the promotional level, under the supervision of the City's Director of Human Resources or designee. The average shall count up to fifteen (15) points towards the maximum of one hundred (100) points.

The respective weight given to written examinations, oral interviews and staff evaluations to determine the candidate's total rating shall be:

Written Examination:	50%
Oral Interview:	15%
Staff Evaluation:	35%

An aggregate score of seventy percent (70%) must be obtained to be promoted.

Staff evaluation shall be determined by averaging the assigned number of points to ratings as indicated below:

1. **PERFORMANCE EVALUATION FOR PAST TWO (2) YEARS AS TAKEN FROM PERSONNEL FILE:**

Unsatisfactory & Improvement Needed	0 Points
Satisfactory	1 Point
Excellent	3 Points
Outstanding	5 Points

Total Points - Average all evaluations within past two (2) years, assigning points to ratings as indicated above (Maximum 5 points).

Points:_____

ARTICLE 29: PROMOTIONS (CONTINUED)

2. EDUCATION AND TRAINING

Formal Education:

Four-Year Degree in Criminal Justice or Similarly Qualified Degree	10 Points
Other Four-Year Degree	9 Points
Two-Year Degree in Criminal Justice or Similarly Qualified Degree	8 Points
Other Two-Year Degree	7 Points

Select highest achieved Points:_____
(Maximum 10 Points)

Career Development Courses:

Through Advanced	2 Points
Supervision	3 Points
Mid-Management	4 Points

Select highest completed Points:_____
(Maximum 3 Points)

Seminars and Short Courses:

Less than Eighty Hours	1/2 Point Each for a Maximum Total of 1 Point
More Than Eighty Hours	1 Point Each for a Maximum of 2 Points

Points for Seminars and Short Courses Points:_____
(Maximum 2 Points)

(Maximum 15 Points) Points:_____

ARTICLE 29: PROMOTIONS (CONTINUED)

3. **COMMENDATION** (As determined and approved by the Chief of Police)

To Five	1 Point
More Than Five	2 Points

Total Points: (Maximum 2 Points) Points:_____

4. **SENIORITY**

1 Point for each year of continuous service up to 10 (Credit shall be based upon satisfactory completion of a quarter of a year).

Total Points: (Maximum 10 Points) Points:_____

5. **RESIDENCY**

Candidates who live within the City of Riviera Beach shall be entitled to receive additional credit if said candidates resides within the city limits three (3) months prior to the announcement of said examination.

Total Points: (Maximum 3 Points) Points:_____

TOTAL POINTS FOR STAFF EVALUATION POINTS:_____

6. **DISCIPLINARY ACTION (WITHIN PAST TWO YEARS)**

Written - Subtract ½ Point each	Points:_____
Suspensions:	
1 Day - Subtract 1 Point each	Points:_____
2-3 Days - Subtract 2 Points each	Points:_____
4-10 Days - Subtract 5 Points each	Points:_____
11-15 Days- Subtract 7 Points each	Points:_____
16 & Up - Subtract 10 Points each	Points:_____

TOTAL POINTS TO BE SUBTRACTED: Points:_____

GRAND TOTAL (Maximum 35 Points): POINTS:_____

The employee's personnel file shall be reviewed by the Chief, two (2) staff officers, and one (1) lieutenant of the Riviera Beach Police Department to evaluate the performance record of the employee. This will count up to thirty-five (35) points towards maximum of one hundred (100) points.

ARTICLE 29: PROMOTIONS (CONTINUED)

G. ELIGIBILITY LISTS: The City shall post the eligibility lists required from this testing procedure, with persons with the highest point total listed first. In the event there are five (5) or more names on the list, the Chief must choose one (1) of the top five (5) and not necessarily in the order of standing. If there are less than five (5) names on the list, the Chief may choose one (1) name or reject all. If there is one (1) or more names on the list, the Chief may choose to accept or reject the individual (as per Section 15-10 of the City Code of Ordinance). In each instance, the Department shall forthwith deliver to the I.U.P.A. the names of the persons selected for promotion and their number on the eligibility list. Eligibility lists shall remain valid for twelve (12) months from the date of posting of the list.

All promotional processes shall be initiated when a vacancy occurs. The City shall then test and promote as previously stated in this Article to any open position until the list is exhausted.

H. JURISDICTION IN AREAS OF APPEAL: The City of Riviera Beach and the I.U.P.A. shall have jurisdiction in all areas of appeal and grievances in regards to the examination.

I. The professional judgment of any person or entity engaged in this process shall not be grievable or arbitrable.

ARTICLE 30: HOLIDAY COMPENSATION TIME

The City shall allow accumulated compensation time for each employee requesting compensation time instead of paid overtime for holidays.

The holiday compensation days will not be taken in conjunction with vacation time unless a specific waiver is approved by the Chief of Police or his designee.

Only seven (7) holiday compensation days can be taken at one time and only seven (7) compensation days can be taken over to the next year.

Any compensation time request shall be at the discretion of the Police Chief or designee. No more than seven (7) days can be accumulated at any one time. If the employee is eligible for any additional days the employee will either be paid at the rate of double time and one half the employee's normal hourly rate or the employee will be allowed time off at the employee's request subject to the discretion of the Police Chief or designee.

ARTICLE 31: SICK TIME

A. Employees who have satisfactorily completed six (6) months of their probationary period, shall earn one (1) day of sick leave for each month of continuous services, commencing the first of the month following their probationary period, with no limitations on maximum accumulated days.

B. Employees who have satisfactorily completed six (6) months of their probationary period, and who incur a non-duty sickness or disability shall receive sick leave as accrued with full pay. Such sick leave shall be charged against the employee's accrued sick leave. Duty related sickness, injuries or disabilities which are determined to be covered by worker's compensation, shall not be charged to the accumulative sick leave of the employee.

C. Employees shall be paid fifty percent (50%) of any unused sick leave days, up to one hundred thirty-two (132) days, upon termination of employment, for other than disciplinary reasons. Regular full time employees with fifteen (15) years or more service shall be paid seventy-five percent (75%) of any unused sick leave days, up to one hundred thirty-two (132) days, upon termination of employment, for other than discharge. Such sick leave payment shall be at the employee's current regular rate of pay.

D. If an employee who has satisfactorily completed his/her probationary period is discharged for cause, the employee will not receive any compensation for unused accrued sick leave.

E. Absence for any three (3) consecutive working days shall require a doctor's certificate upon returning to work. Such certificate shall specify the medical reason why the employee was absent from his/her regular duties and was unable to perform work.

ARTICLE 31: SICK TIME (CONTINUED)

F. Whenever, in the judgment of the Police Chief or designee, sick leave may appear to be abused, or where any employee regularly uses his/her sick leave as it is earned, the employee requesting such sick leave may be required to furnish competent medical proof for such absence. Prior to sick leave pay being granted, a conference will be held with the Police Chief or designee. Such competent medical proof shall include a physician's statement attesting to the employee's inability to perform work on the day(s) of absence and the medical reason for such.

The definition of abuse shall include but not be limited to, when an employee consistently takes sick days before or after their regular days off, or sets a pattern of taking certain days off each month.

G. Abuse of sick leave, or a false claim for sick leave, may be considered cause for disciplinary action.

H. An employee who is absent from work shall notify the Police Chief of such absence. If possible, the absence should be reported prior to the start of any scheduled shift.

I. Failure on the part of the employee to timely notify the department of any absence for which sick leave is claimed, and/or failure to provide medical documentation in a form and manner acceptable to the department, shall result in a denial of sick leave.

ARTICLE 31: SICK TIME (CONTINUED)

J. Any employee accruing at least thirty (30) days of sick leave at the beginning of a fiscal year, may elect to be paid for six (6) days accrued during the subsequent year provided at the end of the subsequent year the employee has at least thirty (30) days in his/her sick leave account. This selection must be made in October. Payment will be at the employee's current rate of pay as of date paid and will not be affected by any subsequent adopted retroactive pay increase. The remaining days shall be added to the employee's sick leave accrual account.

K. Any employee who has accrued at least sixty (60) days sick leave at the beginning of a fiscal year may elect to be paid for nine (9) days accrued during the subsequent year provided at the end of the subsequent year the employee has at least sixty days in his/her sick leave account. The selection must be made in October. Pay will be at the employee's current rate of pay as of date paid and will not be affected by any subsequently adopted retroactive pay increase. The remaining days shall be added to the employee's sick leave accrual account.

L. Any employee employed at the beginning of the fiscal year, and who has accrued less than thirty days of sick leave, may elect to be paid for three (3) days of accrued leave. In order to elect to be paid, the employee must not have used more than two (2) days of sick leave in the preceding year. The election must be made in October. Payment will be at the employee's current rate of pay as of date paid and will not be affected by any subsequently adopted retroactive pay increase.

ARTICLE 32: LOCKER SPACE

The City shall allow one (1) standard size police locker within the confines of the Police Department for International Union of Police Association Property.

ARTICLE 33: BREATHALYZER OPERATORS

Breathalyzer operators shall be compensated at a rate of time and one half their regular rate of pay at a minimum of two (2) hours, for each time called out to administer a test.

The City shall pay six (6) hours at time and one-half for each breathalyzer operator who attends the mandatory annual refresher course when off duty.

ARTICLE 34: WAGES

Effective October 1, 2002, for the Fiscal Contract Year 2002/2003, the Employer will retroactively adjust the individual employee's 2001/2002 wages by increasing the salary based on the following formula: .0045 x salary x years of service for employees who have at least one year of service as of October 1, 2002. To be eligible for retroactivity, an employee must be employed on the effective date of this agreement and on the date the contract is ratified by the parties. Employees hired subsequent to the effective date of this agreement will be eligible for retroactivity from the date they were hired. The minimum and maximum of the pay grade will not increase for fiscal year 2002-2003. Employees will receive the increase up to the maximum. (See Appendix A for pay grade)

In addition, the City and the Union agree to suspend the merit plan for 2002/2003 contract year. Employees will be evaluated during this period, but the evaluation will not be used to grant merit pay increases but it will be utilized for the purpose of validating the evaluation tool and the selection of the evaluation tool agreed upon by the City and Union for implementation and training provided during 2002/2003 contract year.

There will be no further across the board wage adjustments during the 2002/2003 Contract Year.

Effective October 1, 2003, for the Fiscal 2003 – 2004 Contract Year, the Employer will adjust the individual employee's 2002/2003 wages by increasing the salary by 3%. The minimum and the maximum of the pay range shall increase by 3%. Employees salary shall increase up to the maximum of the pay range. (See Appendix B for the Pay Range)

The performance evaluation tool and its agreed to modifications, shall be reinstated in this contract year. Employees who are of the opinion that their evaluation is inappropriate, may file an appeal to the Chief of Police. The Chief of Police's decision shall be final. The performance evaluation shall not be grievable to arbitration.

ARTICLE 34: WAGES CONTINUED

There will be no further across the board wage adjustments during the 2003/2004 Contract Year.

Effective October 1, 2004, for the Fiscal Contract Year 2004/2005, the employer will adjust the minimum and maximum of the pay range by three percent (3%). (See Appendix C for the New Pay Range) and the individual employee's 2003/2004 wages will be increased by placing employees into a step plan based on their existing salary at that time to include the employee's existing longevity rate as the base rate up to the maximum of the pay range. The employee shall be placed in the step plan at the highest step based on the employee's new base rate. (See Appendix C for the Step Plan and New Pay Range). Longevity increases will be abolished except for those employees who were hired between October 1, 2001 through September 30, 2002.

Also, during the 2004/2005 Contract Year, effective on the employee's anniversary date of each individual employee, the employer will pay merit increases as follows based on the evaluation tool:

Outstanding	2.5%
Excellent	1.5%
Satisfactory	1.0%

Employees who are at the maximum of the pay grade when the merit increase is applied, shall receive the merit increase in a lump sum.

There will be no further across the board wage adjustments during the 2004/2005 Contract Year.

Employees who are rated unsatisfactory during any contract year, will not be eligible for advancement.

ARTICLE 34: WAGES CONTINUED

Employees who are of the opinion that their evaluation is inappropriate, must submit a written request to their evaluating supervisor to contest their rating within ten (10) working days after receiving their evaluation. The written request shall set forth the specific reasons for the objection along with any necessary documentation. The supervisor has ten (10) working days to review the objection and resolve the issue. If the employee is not satisfied by the resolution, the employee may appeal by one (1) of the following two (2) procedures:

(1) If the employee received an unsatisfactory rating, the employee shall set forth in writing, the steps taken to improve the performance after advised by the supervisor. Unless improvement was made by the employee, the unsatisfactory rating may be appealed. The employee may submit the appeal in writing to the Chief of Police within five (5) working days from the date the employee received the evaluator's denial of the employee's objection to the evaluation. The Chief of Police may take one of the following three (3) actions:

(a) Advise supervisor to re-evaluate employee with a minimum score of satisfactory.

(b) Reject the employee's appeal.

(c) Schedule a meeting with the employee and the evaluator to present their respective arguments.

An employee who receives an unsatisfactory rating may request a re-evaluation within six (6) months after receipt of an unsatisfactory rating.

If the employee receives a satisfactory rating or above, the employee's salary shall be adjusted to the new salary effective on the date of the new rating.

ARTICLE 34: WAGES CONTINUED

(2) If the employee received a satisfactory evaluation rating or above, the employee shall set forth in writing, the specific reasons for the objections along with documentation to the Chief of Police within five (5) working days from the date the employee received the evaluator's denial of the employee's objection. The Chief of Police may take one of the following three (3) actions:

(a) Advise the supervisor to change the evaluation to a higher score;

(b) Reject the employee's appeal.

(c) Schedule a meeting with the employee and the evaluator to present their respective arguments.

The following procedure will be adhered to for presentation of the parties respective positions. The presentation will be limited to one (1) hour of discussion. A decision will be rendered at the conclusion of the presentation. An I.U.P.A. representative may be present to assist in the presentation. The decision of the Chief of Police shall be final on the performance evaluation and shall not be grievable to arbitration.

This provision does not apply to probationary police officers.

Pay days will be bi-weekly on Friday. Bi-weekly is defined as every two (2) weeks. In the event pay day falls on a holiday, the City shall have the discretion to pay employees on the day before or the day after the holiday.

The City will provide the option of direct deposit to all employees upon institution of the bi-weekly pay days.

ARTICLE 35: ATTENDANCE AT MEETINGS

The President, or such designated official of the I.U.P.A. shall be allowed time off without loss of pay from his regular employment, when necessary, to attend official meetings of the City Council, Police Pension Board and Civil Service Board. The President or designated official of I.U.P.A. will be allowed time off when he has been notified by the office of the City Manager or designee that matters affecting the terms and conditions of employment of the employees of the Police Department are on the agenda of said meeting. Officers of the I.U.P.A. shall be allowed time off without loss of pay to handle grievance and arbitration matters.

ARTICLE 36: TIME POOL

A. The City shall recognize a time pool to be used by the I.U.P.A. as essential to conduct I.U.P.A. business. This time may be used by the President and/or designee. The President or designee will notify the City as to whom, what, why, when, and where this time will be used for the purpose of City bookkeeping.

Whenever possible, the I.U.P.A. shall provide reasonable notice of time pool requests. The Chief of Police or designee may refuse a request for time in the event of a manpower shortage.

B. The City shall credit the time pool with eight (8) hours compensation time for each employee covered by the bargaining unit at the beginning of the fiscal year (October 1). The I.U.P.A. shall notify the City before August 1 of its intentions for the next fiscal year.

C. If the I.U.P.A. does not choose to utilize the time pool in this Article, the compensation time in any given year, the employee shall be given the eight (8) hours compensation time off on his/her birthday. Further, if the employee's birthday falls on his/her day off, then the eight (8) hours compensation time must be taken either the day before or the day after the employee's birthday.

D. The union time pool is suspended, however, those hours in the pool are available for use by the union as outlined in this Article. No new hours shall be granted to the union without further negotiations with the City.

ARTICLE 37: RULES OF CONSTRUCTION

It is agreed and understood that this Agreement constitutes the whole Agreement between the parties and notwithstanding any other terms or provisions of this Collective Bargaining Agreement. It is expressly agreed that this Collective Bargaining Agreement shall not in any of its parts be construed by any arbitrator or court in any way which supersedes or preempts applicable laws.

ARTICLE 38: TOTAL AGREEMENT

The duration of this Agreement shall be for a term of three (3) years. The effective date of this Agreement shall be from October 1, 2002 to September 30, 2005.

ARTICLE 39: PROVISIONS IN CONFLICT WITH LAW

If this Agreement or any provision, sections, subsections, sentence, clause, phrase, or word of this Agreement is in conflict with any law, as it is finally determined by a court of competent jurisdiction which had presented to it the issue of conflict as it may pertain to this Agreement, that portion of the Agreement in conflict with said law or ordinance or resolution or court interpretation of law shall be null and void and subject to renegotiation. But the remainder of the Agreement shall remain in full force and effect with it being presumed that the intent of the parties herein was to enter into the Agreement without such invalid portion or portions.

ARTICLE 40: PRODUCTIVITY

A. The International Union of Police Association and the City recognize that the citizens of Riviera Beach are entitled to receive services at the highest possible level, subject to budget limitations. Therefore, the I.U.P.A. pledges that it will actively promote and encourage employees to increase their productivity and raise their individual level of service in order to provide and maintain the delivery of services at the highest possible level.

B. The I.U.P.A. agrees that all employees shall comply with all Police Department rules and regulations, including those relating to conduct and work performance.

C. The I.U.P.A. shall certify in writing to the City Manager, within three (3) days from the signing of this Agreement, what steps it has taken to comply with its responsibilities as described in A and B above.

ARTICLE 41: REDUCTION OF ABSENCES

A. When the total number of absences incurred by the members of the bargaining unit are reduced below the number of absences stated in Section B, the City shall pay a bonus to each employee equal to a proportionate share of the value of overtime saved as a result of absences reduced.

The actual amount of monies to be divided among the employees shall be equal to fifty percent (50%) of the value of the overtime saved as a result of absence reduced from the numbers indicated in Paragraph B.

In order to be eligible to participate in the sharing of the bonus, the employee must have been employed by the City for the time period beginning October 1, 1983, through September 30, 1984.

B. The number of absences stated on which the reduction of absences shall be based, will be equal to the total number of absences incurred by members of the bargaining unit during the period from October 1, 1982 through September 30, 1983.

C. Following September 30, 1984, and prior to December 31, 1984, the total absences for the fiscal year, October 1, 1983-September 30, 1984, will be compared with the total number of absences for the fiscal year, October 1, 1982 - September 30, 1983.

D. Between September 30th and December 31st of each year, the total absences for the preceding fiscal year, October 1st through September 30th, shall be compared with the total number of absences for the fiscal year preceding the recently terminated fiscal year, i.e., base year. It is the intent of the parties that this section reach a similar result as found in Section C.

ARTICLE 41: REDUCTION OF ABSENCES (CONTINUED)

E. If the number of employees increases or decreases from the base fiscal year to the recently terminated fiscal year, an appropriate proportionate adjustment will be made in the comparison.

F. The bonus payment, if any, paid, to the employee, shall be made no later than December 31st.

ARTICLE 42: MISCELLANEOUS

A. The City and the I.U.P.A. acknowledge that during the negotiations which resulted in the Agreement, each had the unlimited right and opportunity to make demands and proposals, with respect to any subject or matter not removed by law from the area of collective bargaining, and that the understanding and agreements arrived by the parties after the exercise of that right and opportunity are set forth and solely embodied in this Agreement.

The City and the I.U.P.A. agree that all negotiable items that should or could have been discussed during negotiations leading to this Agreement, were discussed. Therefore neither party shall be obligated to negotiate or bargain collectively with respect to any subject or matter, whether referred to herein or not, except as otherwise specifically required in this Agreement, even though such subjects or matters may not have been within the knowledge or contemplation of either or both the parties at the time they negotiated or signed this Agreement.

B. The terms and conditions of this Agreement may be altered, changed, added to, deleted from, or modified only through the voluntary mutual written consent of the parties.

C. This Agreement shall supersede any ordinances, regulations, or practices of the City, promulgated and adopted by the City Council, which are in direct conflict with the terms and/or conditions of employment contained herein.

D. There shall be no benefits implied or otherwise, accruing to the benefit of the bargaining unit or the members thereof, except those benefits as herein expressly provided.

ARTICLE 43: DEFINITIONS

A. Employee: The term "employee," when used herein after in this Agreement, shall refer to all employees represented by the-International Union of Police Association in the bargaining unit.

All reference to employees in this Agreement designate both sexes, and whenever the male gender is used, it shall be construed to include both male and female employees.

B. City: The City of Riviera Beach, Palm Beach County, Florida, its administrative representative(s) or agent(s).

C. City Council: The legislative body of the City of Riviera Beach, Palm Beach County, Florida.

D. City Manager: The City Manager of the City of Riviera Beach, Palm Beach County, Florida, or designated representative.

E. PERC: The Florida Public Employee's Relations Commission.

F. Management: The term "management" as used in this Agreement shall refer to the City Manager, department and assistant department heads and any other persons designated by the City Manager.

G. Public Employee's Relations Act (PERC): Florida Statutes, Chapter 447, Part 2.

H. Doctor's Certificate: A physician's statement attending to the medical reason which rendered the employee unable to perform work on the days claimed for sick leave.

ARTICLE 43: DEFINITIONS (CONTINUED)

I. Administrative Leave: The period of time during which a member or employee is relieved from duty with or without pay by the authority of the Department Head and approval of the City Manager.

ARTICLE 44: DENTAL INSURANCE

The City shall provide and pay for full cost of the regular full time employee's dental insurance coverage.

ARTICLE 45: HEALTH INSURANCE

A. The City agrees to provide all eligible employees in the_unit with a health plan which the City shall pay the full premium for employee. Any health plan coverage elected by the employee for dependant(s), shall be paid for by the employee.

LIFE INSURANCE

B. The City hereby agrees that all eligible employees in the unit will be provided life insurance coverage in an amount equal to $27,000. Employees will also have the option to purchase at their expense, $27,000 of additional life insurance.

ARTICLE 46: PENSION

All police officers may retire after twenty (20) years of credited service regardless of age under normal retirement. Average final compensation shall be based upon the two (2) highest years of his/her last ten (10) years of contributing service prior to retirement, termination or death, whichever occurs first. This proposal shall become effective upon the adoption of a pension ordinance by the City Council. The officers shall be eligible to receive one hundred percent (100%) of their sick time up to one hundred thirty two (132) days and one hundred percent (100%) of their vacation time not to exceed two (2) times the maximum accrual. It is the express intention and understanding of the parties that any previous retirement plan contained in a collective bargaining agreement is hereby null and void.

ARTICLE 47: DRUG TESTING

I. PURPOSE: The purpose of this directive is to provide procedural guidelines for random drug testing.

II. DISCUSSION: The Riviera Beach Police Department recognizes that alcohol and drug abuse are pervasive in our society. The department acknowledges that the work place is not exempt from the use of abuse of such substances. Alcohol and drug abuse is seen as harmful and a threat to department employees and the service population. Moreover, the illegal use of controlled drugs is a criminal act that directly threatens the integrity and value of the department. The department intends to reduce or deter this harm by adopting and maintaining a drug-free work place policy and program, as established under the guidelines of the Drug-Free Work Place Act, Florida Statutes, Chapter 112.0455.

III. SCOPE: To all sworn officers of the Riviera Beach Police Department, to include the present authorized sworn positions.

IV. DEFINITIONS:

A. Drug: Alcohol, including distilled spirits, wine, malt beverages and intoxicating liquors: amphetamines; cannabinoids; cocaine; phencyclidine (PCP); hallucinogens; methaqualone; opiates; barbiturates; benzodiazephines; synthetic narcotics; designer drugs; or a metabolite of any of the substances listed herein.

B. Drug Test: Any chemical, biological or physical instrumental analysis administrated for the purpose of determining the presence or absence of a drug or its metabolites.

C. Except where the context otherwise requires, all other definitions used in the Drug-Free Work Place Act, Florida Statutes, Chapter 112.0455 are applicable.

ARTICLE 47: DRUG TESTING (CONTINUED)

V. POLICY:

A. It is the policy of this department to hire and continue to employ those who are free from the use of illegal drugs and abuse of alcohol either on or off duty. The illegal possession, use, sales and distribution of controlled substance, on or off duty by any employee, is not tolerated.

B. Any sworn employees of the Riviera Beach Police Department must, at random, submit to a chemical drug test, selected by the use of computer, coordinated by the Staff Inspection Sergeant.

C. The procedures to implement this policy seek to balance employee privacy with the department's legal responsibility and right to establish and maintain a safe and drug-free work environment. While the department's intentions are to deter and prevent substance abuse and the use of illegal drugs, the department will, where possible and appropriate, provide to employees the means to obtain information about the treatment for alcohol and drug dependency.

D. Any employee determined to be in violation of this policy is subject to disciplinary action, up to and including termination even for the first offense.

E. In order to more effectively identify and eliminate illegal drug use and substance abuse, and to ensure an employee's fitness for duty as a condition of continued employment, the following additional drug tests may be administered:

ARTICLE 47: DRUG TESTING (CONTINUED)

1. Reasonable Suspicion Testing - Any sworn employee of the Riviera Beach Police Department must submit to Reasonable Suspicion Testing, as defined in the Florida Drug-Free Work Place Act, Florida Statutes 112.0455 (5)(j) when: (1) a superior officer has a reasonable suspicion, based on objective factors, that the employee, while on or off-duty, is under the influence of, has possession of, or is using, dispersing, any illegal drug or controlled substance not prescribed by a licensed physician; or (2) a superior officer has a reasonable suspicion, based on objective factors, that the employee is under the influence of alcohol while on duty.

Reasonable suspicion drug testing shall not be required except upon the recommendation of a superior officer and a superior officer who is at least one level of supervision higher than the immediate superior officer of the employee in question.

2. Routine Fitness-for Duty Testing - The department may require any sworn employee to submit to a drug test, if the test is conducted as part of a routinely-scheduled employee "Fitness for Duty" medical examination, that is part of the department's physical fitness program, or that is scheduled routinely for all sworn employees.

VI. THE ORDER:

A computer program will be constructed based upon social security or officer identification numbers of all sworn employees. A number will be selected for the quantity of drug screens to be performed. The computer program will randomly select an equal quantity of identification numbers. These numbers will then be placed back into the active pool of identification numbers in the program.

VII. METHODOLOGY:

A. The random drug screening program shall be administered by a laboratory that is licensed and approved by the Department of Health and Rehabilitative Services, using criteria established by the National Institute on Drug Abuse.

B. All testing will be done during the hours of 8:00 a. m. to 5:00 p. m., Monday through Friday, at the approved lab. If identification number(s) are selected and the officer(s) are not on duty, then that number will be returned to the pool and another identification number will be selected that corresponds with the days and hours of testing.

C. The Police Department's random drug screening program shall test for alcohol and the following controlled substances:

Amphetamines
Barbituates
Benzodiazephines
Cocaine
Cannabinoids
Methaqualone
Opiates
Phencyclidine (PCP)
Alcohol (BLOOD)
Steroids

The following guidelines have been established in conjunction with standards developed by the U.S. Department of Health and Human Services.

VIII. PROVIDER QUALIFICATIONS:

A. The provider must have a qualified individual to assume professional, organizational, educational, and administrative responsibilities for the laboratory's urine drug testing facility. This individual shall be engaged in and responsible for the day-to-day management of the drug testing laboratory.

Certification as a laboratory director by the State forensic or clinical laboratory toxicology; or a Ph.D. in one of the natural sciences with an adequate undergraduate education in biology, chemistry, and pharmacology or toxicology; or training and experience comparable to a Ph.D. in one of the natural sciences, such as medical or scientific degree with additional training and laboratory/research experience in the biology, chemistry, and pharmacology or toxicology; and

Experience in analytical forensic toxicology, including experience with analysis of biological material for drugs of abuse; and

Training and/or experience in forensic application of analytical toxicology, e.g. publications, court testimony, research concerning analytical toxicology, of drugs of abuse of other factors which qualify the individual as an expert witness in forensic toxicology.

B. The provider must have a qualified individual to review the standards, control specimens, and quality control data together with the screening and confirmation test results; a licensed technologist supervisor and licensed technicians (all licensed by the State of Florida). A phlebotomist must be available to draw blood specimens.

ARTICLE 47: DRUG TESTING (CONTINUED)

C. All tests shall be conducted in a licensed facility, operated by the provider or at such facility subsequently agreed to by the City and the provider. Laboratory facility must be currently licensed by the Florida Department of Health and Rehabilitative Services, (HRS) or HRS/NIDA Ref: Rules 10E- 18.006 Fla. - Admin. Weekly, Vol. 17, No. 22, May 31, 1991 Initial Screen GCMS must be performed at the same facility.

Federal and State Inspections:

Volumetric pipettes and measuring services shall be certified for accuracy or be checked by gravimetric, calorimetric, or other verification procedure. Automatic pipettes and dilutors shall be checked for accuracy and reproductibility before being placed in service and checked periodically thereafter.

There shall be written procedures for instrument setup and normal operation, a schedule for checking critical operating characteristics for all instruments, tolerance limits for acceptable function checks and instructions for major trouble shooting and repair. Records shall be available on preventive maintenance.

There shall be written procedures for the actions to be taken when systems are out of acceptable limits or errors are detected. There shall be documentation that these procedures are followed and that all necessary corrective action are taken. There shall also be in place systems to verify all stages of testing and reporting and documentation that these procedures are followed.

ARTICLE 47: DRUG TESTING (CONTINUED)

D. The provider's facility must have a quality assurance program which encompasses all aspects of the testing process: specimen acquisition, chain of custody security and reporting results, in addition to the screening and confirmation of analytical procedures. Quality control procedures will be designed, implemented and reviewed to monitor the conduct of each step of the process. The provider's facility must meet or exceed standards established by the Department of Health and Human Services.

E. The provider must have experience in handling toxicology specimens (both urine and blood) and provide a well documented chain of custody for all tests.

F. The provider must have a procedure manual which includes the principle of each test, preparation of reagents, derivation of result, linearity of methods, sensitivity of the methods, cutoff values, mechanisms for reporting results, remedial actions to be taken when the test systems are outside of acceptable limits, reagents and procedures and dates on which they are in effect shall be maintained as part of the manual.

G. The provider shall maintain documentation of all aspects of the testing process. The required documentation shall include personnel files on all individuals authorized to have access to specimens; chain of custody documents; quality assurance/quality control records; procedure manuals; all test data (including calibration curves and any calculations used in determining test results); reports, performance records on performance testing performed on certification inspections; and hard copies of computer-generated data. The provider shall not dispose of any such records or documents without receiving written consent from the City.

H. The provider shall designate a program manager who will be responsible for program coordination and to provide a single point interface between the purchaser and the provider on all matters concerning the contract.

IX. SPECIMEN COLLECTION PROCEDURES:

A. Chain of Custody: A chain of custody standardized form shall be properly executed by any authorized collection site personnel upon receipt of specimen. Handling and transportation of urine and/or blood specimen from one authorized individual or place to another shall always be accomplished through chain of custody procedures. Every effort shall be made to minimize the number of persons handling specimen.

B. Integrity and Identity of Specimen: The laboratory shall take precautions to ensure that a urine specimen not be adulterated or diluted during the collection procedure, and that information on the urine bottle and in the record book can identify the individual from whom the specimen was collected. The following minimum precautions shall be taken to ensure that unadulterated specimen are obtained and correctly identified:

1. When an individual arrives at the collection site, the collection site person shall request the individual to present photo identification. If the individual's identity can not be established, the collection site person shall not proceed with the collection.

2. The individual shall be instructed to wash and dry his or her hands prior to urination.

ARTICLE 47: DRUG TESTING (CONTINUED)

3. After washing hands, the individual shall remain in the presence (to mean control), of the collection site person and shall not have any access to any water fountain, faucet, soap dispenser, cleaning agent or any other materials which could be used to adulterate the specimen.

4. The collection site person shall instruct the individual not to flush the toilet until the specimen has been given to the collection site person.

5. The individual shall be given a wrapped, sterilized container for the collection of urine to be tested.

6. The individual may provide their specimen in the privacy of a stall or otherwise partitioned area that allows for privacy. Fed. Reg. Vol. 53, No. 224, pg. 47007. Temperature, measurement (p.h. observation and specific gravity are done to insure against adulteration of the sample and obviate the need for direct observation.

7. Collection site person shall note any unusual behavior and record it in the log.

8. Upon receiving the specimen from the individual, the collection site person shall determine that it contains at least 50 milliliters of urine. If there are fewer than 50 milliliters of urine in the container, additional urine shall be collected in a separate container to reach a total of 50 milliliters. The individual may be given a reasonable amount of liquid to drink for this purpose (e.g., a glass of water). If the individual fails for any reason to provide 50 milliliters of urine or if the individual fails to appear at the collection site at the assigned time, the collection site person shall notify the Staff Inspection Sergeant.

ARTICLE 47: DRUG TESTING (CONTINUED)

9. After the specimen has been provided and submitted to the collection site person, the individual shall be allowed to wash his or her hands.

10. Immediately after the specimen is collected, the collection site person, in the presence of the individual, shall inspect the specimen to determine its color and look for any signs of contaminants. Any unusual findings shall be noted in the permanent record book.

11. All specimens suspected of being adulterated shall be forwarded to the laboratory for testing.

12. Both the individual being tested and the collection site person shall keep the specimen in view at all times prior to it being sealed and labeled. If the specimen is transferred to a second bottle, the collection site person shall request the individual to observe the transfer of the specimen and the placement of the tamper-proof seal around the bottle.

13. The collection site person shall place securely on the bottle an identification label which contains the date, the individual's specimen no., and any other identifying information.

14. The individual shall initial the identification label on the specimen bottle for the purpose of certifying that it is the specimen collected from him or her.

15. The collection site person shall enter in the permanent record book all information identifying the specimen. The collection site person shall sign the permanent record book next to the identifying information.

16. The individual shall be asked to read and sign a statement in the permanent record book certifying that the specimen identified as having been collected from him or her is, in fact, that specimen that he or she provided.

17. Both the individual being tested and the collection site person shall keep the specimen in the view at all times prior to sealing (Fed. Reg. Vol. 53, No. 244, pg. 47008).

18. While any part of the above chain of custody procedures is being performed, it is essential that the urine specimen and custody documents be under the control of the collection site person. If the involved collection site person leaves his or her work station momentarily, the specimen and custody form shall be taken with him or her or shall be secured. After the collection site person returns to the work station, the custody process will continue. If the collection site person is leaving for an extended period of time, the specimen must be secured before he or she leave the site.

NOTE: With regard to blood specimen, the collection site person and the individual shall be present at the same time during procedures outlined in paragraph 6 and 18.

X. LABORATORY ANALYSIS PROCEDURES:

A. Security and Chain of Custody: The drug testing laboratory shall be secured at all times. Sufficient security measures to control access to the premises and to ensure that no unauthorized personnel handle specimen or gain access to the laboratory processes or to areas where records are stored, must be in place. Access to these secured areas shall be limited to specifically authorized individuals whose authorization is documented.

ARTICLE 47: DRUG TESTING (CONTINUED)

Laboratories shall use chain of custody procedures to maintain control and accountability of specimen from receipt through completion of testing, reporting of results, during storage, and continuing until final disposition of specimen. The date and purpose shall be documented on an appropriate chain of custody form each time a specimen is handled or transferred, and every individual in the chain of command shall be identified. Accordingly, authorized technicians shall be responsible for each urine specimen or aliquot in their possession and shall sign and complete chain of custody forms for those specimens or aliquots as they are received.

B. Receiving: Specimen bottles will normally be retained within the laboratory's accession area until all analyses have been completed. Aliquots and the laboratory's chain of custody forms shall be used by laboratory personnel for conducting initial and confirmatory tests.

1. Short-Term Refrigerated Storage: In the event a specimen does not receive an initial test on the day of receipt, it shall be placed in a secure refrigeration unit. The temperature shall not exceed 6 degrees Celsius. Emergency power equipment shall be available in case of prolonged power failure.

2. Specimen Processing: Quality control consistent NIDA and HRS/NIDA certifications. (Fed. Register Vol. 153, No. 224, pgs. 47011-4470120).

C. Initial Test: The initial test shall be performed using an immunoassay method as agreed upon between the provider and the City. The following initial cutoff shall be utilized when screening specimens:

ARTICLE 47: DRUG TESTING (CONTINUED)

Screening	Gas Chromatography		
Cut-off	Mass Spectrometry		
Level	Confirmation		
Drug (NG/ML)	NG/ML		
Amphetamines	1000	500	)
Cannabinoids (THC)	100	15	)
Cocaine 300	150)	NIDA CUTOFF	
Opiates 300	300)	LEVELS	
Phencyclidine (PCP)	25	25)	
Barbiturates 300	200)		
Benzodiazephines	300 300)		
Methaqualone 300	300)		
Alcohol (BLOOD)	0.04 Grams %		

NOTE: These cutoff levels are subject to revision. The laboratory must be able to document its performance at a specified cutoff level by the use of quality control, both open and blind.

If a positive initial test result is consistent with prescribed or over the counter medication listed by an employee of the City of Riviera Beach and/or Consulab Consent Form, then that information should be specified on the toxicology report.

D. Confirmatory Test: All specimens identified as positive on the initial test for current employees shall be confirmed using Gas Chromatography Mass Spectrometry (GCMS) or a better testing method as agreed between the provider and the City. All confirmations for cannabinoids and cocaine metabolites shall be by quantitative analysis. For all other drugs, the confirmatory test shall detect the confirmed presence of a substance.

E. Blood Alcohol Screening: Blood Alcohol Screening shall be done upon request. Chain of Custody requirements will be the same as for urine specimen.

ARTICLE 47: DRUG TESTING (CONTINUED)

All blood alcohol results shall be reported as grams/percent. Confirmation testing of blood specimen shall be performed utilizing enzymatic methods of quantitative alcohol measurement approved by the Florida State Department of Health and Rehabilitative Services (HRS) and/or agreed upon by the City.

F. Testimony: Personnel involved in the administration of drug screens as required by the City of Riviera Beach or court must testify on behalf of the City in case of a Civil Service hearing lawsuit, or similar proceedings, relative to testing procedures and/or chain of custody. Qualified laboratory personnel must also be available to meet with City representatives to discuss testimony related to the aforementioned proceedings.

G. Time Requirements: During Police Random screens, initial screen must be completed within 24 to 48 hours. All initial screens testing positive must be confirmed by GCMS. NO POSITIVE INITIAL SCREEN RESULTS WILL BE ISSUED.

H. Storage of Specimen: The lab shall store positive specimen for a minimum of two (2) years, longer upon request, or if involved in litigation; negative specimens must be stored for a minimum of ninety (90) days.

I. Reporting Results: Results must be available within 24 to 48 hours of test. Written test results shall be delivered by person/persons designated by the City, within the aforementioned time frame, Monday through Friday. Verbal results will be released only to authorized persons and may require re-initiation of a phone call. Secured fax machines only, if facsimile is stipulated.

ARTICLE 47: DRUG TESTING (CONTINUED)

Negative results on the confirmatory test shall be reported as negative. Only specimens confirmed positive shall be reported for a specific drug.

A quarterly statistical summary of drug testing shall be provided to the department's Staff Inspection Sergeant. The summary shall contain the following information:

1. Initial Testing:

   Number of specimens received:

   Number of specimens reported out:

   Number of specimens screened positive for:

   - Amphetamines
   - Barbiturates
   - Benzodiazepines
   - Cocaine Metabolites
   - Cannaboids
   - Methaqualone
   - Opiates
   - Phencyclidine (PCP)

J. Special requirements for random drug testing (sworn personnel - Police Department).

1. Must be able to test up to twenty (20) officers quarterly, Monday through Friday, and be able to schedule collection site personnel by 8:00 a.m.

2. Must offer the choices of either blood or urine to be used as a sample given for the test.

3. All containers must be sterilized and individually packaged.

ARTICLE 47: DRUG TESTING (CONTINUED)

4. Must keep a portion of the sample received in the event a second test has to be performed. Initial sample divided into two (2) separate containers. Second half of initial sample to be used only when employees who tested positive does not elect to provide any additional sample.

5. Sample will be tested and reported within 24 to 48 hours on an initial negative test and within 72 hours for a positive, confirmed positive test. (GCMS confirmation).

6. Must test all samples using an initial screening test and confirming all positive using the Gas Chromatography Mass Spectrometry (GCMS) or better testing.

7. During 180 day period after written notification of a positive test result, the employee who has provided the specimen shall be permitted by the employer to have a portion of the original specimen retested at the employee's expense. Such retesting shall be done at another HRS/NIDA licensed laboratory chosen by the employee or job applicant. Second laboratory must test at equal or greater sensitivity and first laboratory is responsible for transfer and integrity of sample. (Division of Worker's Comp. Rule 38F, pg. 13).

ARTICLE 47: DRUG TESTING (CONTINUED):

8. All samples which test positive will be kept under chain of custody condition until all administrative or judicial proceedings are over.

9. Chain of custody must be proved by the following means:

a. Witness' signature serves to verify that employee/applicant and collection site person and sample were in view at all times.

b. Person witnessing via signature on COC form is attesting to this.

c. Following prescribed chain of custody procedures outlined in the Federal Register and are part of a documentation package.

d. Same as "C".

e. Be able to document who received sample, and what happened to it.

f. Be able to document who retested sample, and how the technician received the sample.

g. Be able to prove samples kept in a secure location.

h. Be able to prove that the test results are of the sample in question.

ARTICLE 48: AMERICANS WITH DISABILITIES ACT

The Union and the City acknowledge the duty of the City to comply with the requirements of the Americans with Disabilities Act (ADA). The Union agrees that the City does not violate the terms of this Agreement when the employer complies with the requirements of the ADA by making reasonable accommodations for an employee with a disability or where the employer otherwise changes wages, hours or other working conditions for a disabled employee.

Nothing herein prevents the City from meeting with the employee to discuss the employee's disability and ways to make reasonable accommodations based upon the employee's disability.

ARTICLE 49: EMPLOYEES UNABLE TO PERFORM JOB DUTIES FOLLOWING ON-THE-JOB INJURY/JOB-RELATED ILLNESS OR DISABILITY

A. Following an on-the-job injury, job related illness, or job-related disability, an employee has a maximum of twelve (12) months from the date last worked to return to the original duties of the employee's position, with or without a reasonable accommodation. The employee's ability to perform the duties of a position is determined by the employee's physicians and verified by the Police Chief. The Police Chief has the right to seek the medical opinion of a physician of the City's choosing. Should the employees physician's state that in his medical opinion, within a medical degree of probability, the employee will be able to return to work, the employee shall have up to an additional twelve (12) months to return to work. However, in the event the employee has a medical opinion that the employee should be able to return to work, the city has a right to have the employee evaluated by a doctor of its choice. If the City's doctor renders a different opinion, the employee shall be evaluated by a doctor agreed to by both parties. In order for the employee to obtain up to twelve (12) months extension of the time to return to work, the agreed physician's opinion shall support the medical opinion that within a medical degree of probability, the employee will be able to return to work and the agreed upon physician's opinion shall be final.

B. If an employee is unable to return to the essential duties of the employee's position with or without reasonable accommodation within twelve (12) months from the date last worked following an on-the-job injury, job-related illness, or job-related disability, or unless extended for medical reason set forth in Section A, the employee will be recommended for termination. A disabled employee will not be terminated if the employee can be reasonably accommodated in the employee's current position, in accordance with the guidelines of the

ARTICLE 49: EMPLOYEES UNABLE TO PERFORM JOB DUTIES FOLLOWING ON-THE-JOB INJURY/JOB-RELATED ILLNESS OR DISABILITY CONTINUED:

Rehabilitation Act of 1973 as amended, and the Americans with Disabilities Act of 1990.

C. If an employee returns to work within the twelve (12) month period, or unless extended for medical reason set forth in Section A, and has a subsequent recurrence of the same on-the-job injury, job-related illness, or job-related disability, the total combined lost time from work for any on-the-job injury, job-related illness, or job-related disability may not exceed fourteen (14) months in the most recent twenty-four (24) month period or if extended by medical reason set forth in Section A. The total combined lost time from work may not exceed twenty-six (26) months in the most recent thirty-six (36) month period.

D. On the first full day and the remainder of the week, full compensation coverage will be paid on any work connected injury or illness.

ARTICLE 50: EDUCATION INCENTIVE

Upon ratification of this Article, all employees who take approved course work related to their job or leading to a degree relating to their job, and achieve a grade of "A" in either under-graduate or graduate work, shall be entitled to a refund of one hundred percent (100%) of tuition costs, upon completion of the course. Employees who achieve a grade of "B" shall be entitled to a refund of seventy-five percent (75%) of tuition costs, upon completion of the course. Employees who achieve a grade of "C" shall be entitled to a refund of fifty percent (50%) of tuition costs. Education reimbursement shall be limited to eighteen (18) semester hours per calendar year (January – December) per employee. Reimbursement shall be based upon current state community college or state university tuition rate.

If an employee receiving benefits under this Article, does not continue their employment for a period of at least twenty-four (24) months after last date of refund, the employee shall reimburse the City the total monies expended by the City on the employees' behalf. This reimbursement shall occur through deduction from any final pay to which the employee is entitled, or by such other means as may be necessary to recover the sum.

The Director of Human Resources shall, after consultation with the Department Head, determine whether or not the courses are approved.

Agreed on this _____ day of _____, 200__, by and between the respective parties through an authorized representative or representatives of the International Union of Police Association and by the City of Riviera Beach.

WITNESSES:

PRESIDENT
ROBERT E. COPPINS
SERGEANT OF POLICE

INTERNATIONAL UNION OF POLICE ASSOCIATION

GENERAL COUNSEL
MICHAEL DODDO

CITY OF RIVIERA BEACH

CITY MANAGER
WILLIAM E. WILKINS

MAYOR
MICHAEL D. BROWN

ATTEST:

CITY CLERK
CARRIE E. WARD
MASTER MUNICIPAL CLERK

POLICE OFFICERS AND SERGEANTS '02-03
City of Riviera Beach, Florida
Job Classification List – Effective 10/01/01

Grade		Minimum	Midpoint	Maximum	Job Code and Title
			POLICE SALARY SCHEDULE		
13	A	$31,335	$39,169	$48,569	
	W	$602.5962	$753.2500	$934.0192	
	H	$15.0649	$18.8313	$23.3505	
	B	$1,205.1924	$1,506.5000	$1,868.0384	
	B/H	$30.1298	$37.6626	$46.7010	
					4005 POLICE OFFICER
17	A	$36,799	$45,999	$57,038	
	W	$707.6731	$884.5962	$1,096.8846	
	H	$17.6918	$22.1149	$27.4221	
	B	$1,415.3462		$1,1769.1924	$2,193.7692
	B/H	$35.3836	$44.2298	$54.8442	
					3039 POLICE SERGEANT

APPENDIX A

Police Officers and Sergeants '03-04 Step Increase

Proposed	Position	Starting	Top
13	Police Officer	$ 32,275.05	$50,026.07
17	Police Sergeant	$ 37,902.97	$58,749.14

Police Officer

Steps	Starting
0	$ 32,275.05
1	$ 33,243.30
2	$ 34,240.60
3	$ 35,267.82
4	$ 36,325.85
5	$ 37,415.63
6	$ 38,538.10
7	$ 39,694.24
8	$ 40,885.07
9	$ 42,111.62
10	$ 43,374.97
11	$ 44,676.22
12	$ 46,016.51
13	$ 47,397.01
14	$ 48,818.92
15	$ 50,283.49

Police Sergeant

Steps	Starting
0	$37,902.97
1	$39,040.06
2	$40,211.26
3	$41,417.60
4	$42,660.13
5	$43,939.93
6	$45,258.13
7	$46,615.87
8	$48,014.35
9	$49,454.78
10	$50,938.42
11	$52,466.57
12	$54,040.57
13	$55,661.79
14	$57,331.64

APPENDIX B

Police Officers and Sergeants '04-05 Step Increase

Proposed	Position	Starting	Top
13	Police Officer	$ 33,243.30	$ 51,791.99
17	Police Sergeant	$ 39,040.05	$ 60,823.13

Police Officer

Steps	Starting
0	$ 33,243.30
1	$ 34,240.60
2	$ 35,267.82
3	$ 36,325.85
4	$ 37,415.63
5	$ 38,538.10
6	$ 39,694.24
7	$ 40,885.07
8	$ 42,111.62
9	$ 43,374.97
10	$ 44,676.22
11	$ 46,016.51
12	$ 47,397.01
13	$ 48,818.92
14	$ 50,283.49
15	$ 51,791.99

Police Sergeant

Steps	Starting
0	$ 39,040.05
1	$ 40,211.25
2	$ 41,417.59
3	$ 42,660.12
4	$ 43,939.92
5	$ 45,258.12
6	$ 46,615.86
7	$ 48,014.34
8	$ 49,454.77
9	$ 50,938.41
10	$ 52,466.56
11	$ 54,040.56
12	$ 55,661.78
13	$ 57,331.63
14	$ 59,051.58
15	$ 60,823.13

APPENDIX C

RESOLUTION NO. 19-03

RESOLUTION OF THE CITY COUNCIL OF THE CITY OF RIVIERA BEACH, PALM BEACH COUNTY, FLORIDA, AMENDING THE PAY AND CLASSIFICATION SCHEDULES BY INCREASING THE SALARY OF SWORN POLICE OFFICERS AND SERGEANTS REPRESENTED BY THE INTERNATIONAL UNION OF POLICE ASSOCIATION BARGAINING AGREEMENT FOR FISCAL YEARS 2002, 2003; AND 2004 AND PROVIDING AN EFFECTIVE DATE.

WHEREAS, labor negotiations between the International Union of Police Association and the City have concluded; and

WHEREAS, both parties have reached a tentative agreement; and

WHEREAS, the salary of sworn Police Officers and Sergeants of Police represented by the International Union of Police Association shall be increased retroactively to October 1, 2002 and also increased effective October 1, 2003 and October 1, 2004.

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

SECTION 1. That the Pay and Classification Schedule shall be amended as reflected in Article 34 of the Union Contract as follows:

That the pay grades for Police Officers and Sergeants of Police covered under International Union of Police Association Bargaining Unit be increased as follows:

Effective October 1, 2002, the Employer will retroactively adjust the individual employee's Fiscal Year 2001/2002 wages by the formula .0045 X salary X years of service up to one (1) year of service. In order to receive retroactivity, an employee must be employed on the effective date of this agreement and on the date the contract is ratified by the parties.

Effective October 1, 2003, the Employer will adjust the individual employee's Fiscal Year 2002/2003 wages by three percent (3%).

Effective October 1, 2004, the Employer will adjust the individual employee's Fiscal Year 2003/2004 wages by three percent (3%) creating a step plan and deleting the longevity plan. Also during the Fiscal Year 2004/2005, effective on the anniversary date of each individual employee, the employer will pay merit increases as follows:

Outstanding	2.5%
Excellent	1.5%
Satisfactory	1.0%

SECTION 2. That this Resolution shall be in full force and effect immediately upon its passage and adoption.

PASSED and APPROVED on this 5TH day of FEBRUARY, 2003.

APPROVED:

MICHAEL D. BROWN
MAYOR

DAVID G. SCHNYER
CHAIRPERSON

SYLVIA L. BLUE
CHAIRPERSON PRO TEM

DONALD R. WILSON
COUNCILPERSON

ELIZABETH "LIZ" WADE
COUNCILPERSON

EDWARD RODGERS
COUNCILPERSON

(MUNICIPAL SEAL)

ATTEST:

CARRIE E. WARD,
MASTER MUNICIPAL CLERK
CITY CLERK

REVIEWED AS TO LEGAL SUFFICIENCY

PAMALA HANNA RYAN, CITY ATTORNEY

Date 1/29/03

Motioned by: E. WADE

Seconded by: D. WILSON

D. SCHYNER AYE

S. BLUE AYE

D. WILSON AYE

E. WADE AYE

E. RODGERS AYE

DP:qt
01/28/03

RESOLUTION NO. 20-03

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 COLLECTIVE BARGAINING AGREEMENT COMMENCING OCTOBER 1, 2002 TO SEPTEMBER 30, 2005 BETWEEN THE NATIONAL CONFERENCE OF FIREMEN AND OILERS, LOCAL # 1227 REPRESENTING GENERAL EMPLOYEES OF THE CITY OF RIVIERA BEACH AND AUTHORIZING THE FINANCE DIRECTOR TO TRANSFER FUNDS IN THE AMOUNT OF $174,375.00 FOR THE 1ST YEAR COST FROM CONTINGENCY TO THE APPROPRIATE DEPARTMENTAL ACCOUNT NUMBERS, PROVIDING AN EFFECTIVE DATE.

WHEREAS, the City of Riviera Beach has a Collective Bargaining Agreement with the National Conference of Firemen and Oilers, Local #1227, an organization representing General Employees of the City of Riviera Beach; and

WHEREAS, both parties have agreed to make changes to the following Articles – Article 6: Union Stewards, Article 11: Basic Work Week and Overtime, Article 12: Sick Leave, Article 13: Compassionate leave, Article 21 Wages, Article 23: General Provisions, and Article 26: Terms; and

WHEREAS, the language in the above articles are deleted by strike- outs and the newly proposed language is underscored; and

WHEREAS, all of the other contract articles will remain the same; and

WHEREAS, the Collective Bargaining Agreement shall be for a period of three (3) years.

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

SECTION 1. That the Mayor and City Clerk are authorized to execute the collective bargaining agreement between the City of Riviera Beach and the National Conference of Firemen & Oilers representing General Employees.

SECTION 2. That the Finance Director is authorized to transfer funds in the amount of $174,375.00 for the 1st year cost from contingency to the appropriate departmental account numbers and money will be budgeted for future years.

SECTION 3. A copy of the revisions is attached and made a part hereof.

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

PASSED AND APPROVED this 5TH day of FEBRUARY, 2003.

APPROVED:

MICHAEL D. BROWN
MAYOR

DAVID G. SCHNYER
CHAIRPERSON

SYLVIA LEE BLUE
CHAIRPERSON PRO TEM

(MUNICIPAL SEAL)

DONALD R. WILSON
COUNCILPERSON

ELIZABETH "LIZ" WADE
COUNCILPERSON

ATTEST:

CARRIE E. WARD,
MASTER MUNICIPAL CLERK
CITY CLERK

EDWARD RODGERS
COUNCILPERSON

REVIEWED AS TO LEGAL SUFFICIENCY

PAMALA HANNA RYAN, CITY ATTORNEY

DATE 1/29/03

RESOLUTION NO. 20-03
PAGE-4-

Motioned by: D. WILSON

Seconded by: E. WADE

D. SCHNYER AYE

S. BLUE AYE

D. WILSON AYE

E. WADE OUT

E. RODGERS AYE

DP:qt
01/28/03

AGREEMENT BETWEEN

THE CITY OF RIVIERA BEACH, FLORIDA

AND

THE NATIONAL CONFERENCE OF

FIREMEN AND OILERS SEIU,AFL-CIO LOCAL

#1227

October 1, 2002 through September 30, 2005

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ARTICLE 1: PREAMBLE

This Agreement is entered into by the City of Riviera Beach, Florida, hereinafter referred to as the "City" and the National Conference of Firemen and Oilers, AFL-CIO, Local #1227, hereinafter referred to as the "Union."

The general purpose of this Agreement is to set forth terms and conditions of employment and to promote orderly and meaningful labor relations for the mutual benefit of the City of Riviera Beach in its capacity as an Employer, the Employees, and the citizens of the City of Riviera Beach.

The parties recognize that the best interest of the community and the job security of the employees of the City depend upon the City's success in establishing and maintaining, effective, proper, and superior service to the community.

ARTICLE 2: RECOGNITION

The City hereby recognizes Local #1227, NCF&O., AFL-CIO, affiliated with the Service Employees International Union, as the exclusive bargaining agent for the general employees in Riviera Beach in the departments and classifications listed in the Florida Public Employees Relations Commission Certification of Representatives issued in Case No.: H-RC-743-005 dated April 24, 1975, and as amended in Case No.: MS-84-026, dated August 29, 1984, for the purpose of collective bargaining in good faith on wages, fringe benefits, and other conditions of employment affecting Local #1227 bargaining unit members, and to execute a written agreement with respect to agreements concerning the terms and conditions of employment.

ARTICLE 3: MANAGEMENT RIGHTS

Section 1. The Union recognizes the prerogative of the City to operate and manage its affairs in all respects; in accordance with its responsibilities, and the powers or authority which the City has not officially abridged, delegated, or modified by this Agreement, are retained by the City. Management officials of the City retain the rights, in accordance with applicable laws, regulations, and provisions of the Civil Service System, but are not limited to the following:

a. To manage, direct, plan, control and determine services to be conducted by the employees of the City.

b. To classify, evaluate, hire, promote, transfer, schedule, assign, and retain employees positions of the City.

c. To suspend, demote, discharge, or take other disciplinary action against employees for just cause.

d. To relieve employees from duty because of lack of work, funds, or other legitimate reasons.

e. To maintain the efficiency of the operations of the City.

f. To determine the methods, means, and personnel by which such operations are to be conducted.

g. To determine the organization of the City Government.

h. To determine the number of employees to be employed by the City.

i. To determine the number, types and grades of positions of employees assigned to an organization unit, department, or project.

j. To determine internal security practices.

ARTICLE 3: MANAGEMENT RIGHTS (continued):

Section 1. **continued**

k. To determine those matters covered by the Civil Service System.

l. To implement the missions and policies as set forth by the City.

m. To introduce new or improved methods, equipment or facilities.

n. To make, publish and enforce rules and regulations.

Section 2. The City Council has sole authority to determine the purpose and mission of the City and all its employees and the amount of the budget to be adopted, and shall not in any way, directly or indirectly, be subject to the grievance procedure or arbitration.

Section 3. If, in the sole discretion of the City Council, it is determined that Civil emergency conditions exist, including but not limited to, riots, civil disorders, hurricane conditions, or similar catastrophes, the provisions of this agreement may be suspended by the Mayor during the time of the declared emergency, provided that wage rates and monetary fringe benefits shall not be suspended.

Section 4. It is understood by the parties that every incidental duty connected with operations enumerated in job descriptions is not always specifically described; and employees, at the discretion of the City, may be required to perform duties not within their job description in accordance with the provisions within this agreement.

ARTICLE 4: PROHIBITION OF STRIKES

Section 1. The Firemen and Oilers Union, AFL-CIO, or their member agents or designees, agree during the life of this Agreement that they shall have no right to engage in any work stoppage, slow down, or strike, or similar activities, which interfere with the operation and mission of the City Administration, the consideration for such provisions being the right to a resolution of disputed questions. The Employer shall have the right to a resolution of disputed questions. The Employer shall have the right to discharge or otherwise discipline any or all employees who violate the provisions of the section. Such disciplinary action by the City shall not be subject to any grievance or appeal procedure as provided for in this Agreement, except to the extent that there is a question of fact as to the employee engaging in the prohibited activity.

Section 2. In the event of a strike, work stoppage, or interference as defined in the Public Employees Relations Act, Section 447.203 (6), with the operation and accomplishment of the mission of the City Administration, the President of the Union shall properly and publicly disavow such strike or work stoppage and order the employees to return to work and attempt to bring about prompt resumption of normal operations. An authorized Union Representative shall notify the City within twenty-four (24) hours after the commencement of such strike, what measures it has taken to comply with the provisions of this Article.

Section 3. The provisions of this article supersede any reference to the right to strike found in the International Constitution and bylaws of the Firemen and Oilers Union, AFL-CIO.

ARTICLE 5: NON-DISCRIMINATION

The Employer and Union agree that the basic intent of this Agreement is to provide a fair day's work in return for a fair day's pay and to provide conditions of employment suitable to maintain a competent work force. The Employer and the Union agree that all provisions of this agreement shall be applied to all employees covered by it and the Employer and the Union affirm their joint opposition to any discriminatory practices in connection with employment, promotion, or training, remembering that the public interest requires the full utilization of employees' skill and ability without regard to race, color, creed, national origin, sex, age, handicapped or veteran status.

ARTICLE 6: UNION STEWARDS

Section 1. The Union, as representative of the employees in the bargaining unit covered by this Agreement, shall have the right to present its views to management on matters of concern either orally or in writing.

Section 2. The City agrees to recognize the officers, chief steward, and stewards designated by the Union as agents of the Union. The Union shall furnish written notice to the City Manager's office of such Union office or stewardship prior to it becoming effective. The City recognizes the right of the Union to designate one (1) Chief Steward and five (5) Assistant Stewards from among the regular full time unit employees.

Section 3. Officials for the Union, as designated hereinabove, may, with proper authorization, which will not be unduly withheld, be admitted on City property. Officials as designated above shall be able to talk with employees before of after regular working hours or during lunch of said employees on the City's property in areas mutually agreed on by the Union and the Employer.

Section 4. Stewards shall be allowed reasonable time-off without loss of pay during their regular shift hours for investigating grievances; however, each will first obtain oral permission from his immediate supervisor or in his absence, the next level of supervision. Permission will not be unduly withheld by the supervisor.

ARTICLE 6: UNION STEWARDS (continued):

Section 5. The Union, its members, agents, representatives, or any person acting on its behalf are hereby prohibited from (1) distributing literature in work areas where public employees work, (2) soliciting or advocating support of an employee organization's activities during working time. Any employee shown to have violated any provision of this section may be discharged or otherwise disciplined by the City not withstanding further provisions of the laws and not withstanding provisions of any collective bargaining agreement.

Section 6. UNION TIME POOL

Effective upon ratification by the parties, a member of the bargaining unit shall voluntarily transfer one hour for annual leave time per fiscal year into a Union Time Pool so that City Union representatives may remain in a paid status while on approved union leave. One (1) hour will be deducted from the said volunteer member's accrued annual leave in the second pay period of October based upon written authorization by the employee. All authorization forms must be submitted collectively by the Union to the City in the first week of October. Leave shall be granted in order to attend union conferences, training sessions, or other related union business. The Department Director may approve leave time in advance. Pool time shall not be unduly withheld. All requests for the use of the Union time pool shall be submitted through and include authorization from the Union president if the absence is to be covered by payments from the Union time pool.

Section 6. UNION TIME POOL continued

Charges against the Union time pool shall be documented by the use of a Union time pool authorization form to be completed for each request. At a minimum, the form will identify the name of the User, the number of hours requested, employee's current hourly rate, the purpose of the request, and the signatures of the employee, department director or designee and the Union President. A record of all time donated and drawn against the Union time pool shall be kept by the Department Director or designee and Union President and a detailed summary will be submitted on October 1 and April 1 or each fiscal year to the Human Resources Department.

Section 7. Consistent with the accomplishment of the City's Mission, an officer or member of the NCFO may be granted extended periods of leave to engage in legitimate activities of NCFO. Such leave shall be arranged through and approved by the Union President and Department Director. The City agrees to pay an employee from the amount of hours in the time pool at the employee's current daily rate for all time lost upon receipt of Union time pool authorization form.

ARTICLE 7: DUES AND DISCONTINUATION OF DEDUCTION

Section 1. Employees covered by this Agreement may authorize payroll deductions for the purpose of paying Union dues. Request for same must be on a prescribed form. No authorization shall be allowed for payment of initiation fees, special assessments, fines, penalties, or delinquent dues.

Section 2. The Union will notify the City as to the amount of dues. This notice must state the weekly amount in dollars and cents for each individual member. Such notification will be certified to the City in writing over the signature of an authorized officer of the Union at least thirty (30) calendar days in advance of the effective date. Changes in membership dues will be similarly certified to the city and shall be done at least thirty (30) calendar days in advance of the effective date of such change.

Section 3. Dues will be deducted weekly (each applicable pay period) and the funds deducted shall be remitted monthly to the treasurer of local #1227 within fifteen (15) days. The Union will indemnify, defend, and hold the City harmless against any and all claims, demands, suits, or other forms of liability that shall arise out of, or by other reason of action taken or not taken by the City on account of payroll deductions of Union ideas. The Union agrees that in case of overpayment, proper adjustment, if any, will be made to the affected employee by the Union.

Section 4. The following form shall be used for the Union Dues Authorization for deduction.

NOTICE OF EMPLOYER AND UNION

AUTHORIZATION FOR DEDUCTION OF UNION DUES

I hereby authorize my Employer to deduct from my salary each pay period my Union dues, as certified to the Employer by the Union, and to transmit this amount to the Treasurer of the Union.

I understand that this authorization is voluntary and I may revoke it at any time by giving my Employer and the Union thirty (30) days advance notice in writing.

_____	_____
Date	Signature
_____	_____
Job Title	Dept. Div.-Activity-Payroll No.
	_____
	Social Security Number

ARTICLE 8: BULLETIN BOARDS

Section 1. The Union shall be provided bulletin boards or partial use of bulletin boards for the posting of the Union business. The Union shall have at least one bulletin board or partial bulletin board at each location so designated by the City in the areas where unit employees normally are assigned to work. These bulletin boards shall be used for posting authorized Union notices, but restricted to the following:

a. Notices of Union recreational and social affairs;
b. Notices of Union elections and results of such elections;
c. Notices of Union appointments and other official Union business; and
d. Notice of Union meetings.

Copies of all notices posted on the bulletin boards shall be sent to the City manager's office.

Section 2. All other information, including any notices containing any information other than purpose, date, time, and place, may be posted on such designated areas only upon the approval of the City Management's office.

All costs incident to preparing and posting of Union materials will be borne by the Union. The Union is responsible for posting and removing approval material on its bulletin boards and for maintaining such bulletin boards in an orderly condition.

ARTICLE 9: GRIEVANCE PROCEDURE

Section 1. It shall be the policy of the City of Riviera Beach, Florida, to provide a procedure for the presentation and resolution of grievances or misunderstandings which may arise from the application or interpretation of this Agreement between employees and their supervisor, and to assure employees that their problems and complaints will be considered fairly, honestly, and without reprisal.

Section 2. The primary purpose of the grievance procedure is to determine what is right rather than who is right. Free discussion between employees and supervisors will lead to a better understanding by both of the practices, policies, and procedures which affect employment. It will also serve to identify and help eliminate conditions which may or conceivably have caused misunderstanding and grievances. The purpose is defeated if a spirit of conflict enters into the consideration of a grievance. Supervisors and employees alike must realize and recognize the true purpose of a grievance procedure if such procedure is to have value in promoting the well being of the City Service.

Section 3. A grievance is defined as a complaint arising out of an alleged violation concerning the application, interpretation, or compliance with the provisions of this Agreement.

Section 4. No employee or group of employees may refuse to follow directions pending the outcome of a grievance. Employees in the bargaining unit will follow all written and verbal directions, even if such directives are allegedly in conflict with the provisions of this Agreement. Compliance with such directives will

Section 4 (continued):

not in any way prejudice the employee's right to file a grievance within the time limits contained herein, nor shall compliance affect the ultimate resolution of the grievance. For the purposes of this article, the term "business days" shall mean employee's workday Monday through Friday, exclusive of Saturday, Sunday, and holidays recognized by this agreement. Moreover, the filing of a grievance shall in no way interfere with the right of the City to proceed to carry out its management responsibilities, subject to the final resolution of the grievance.

Section 5. Grievance discussions in the various steps will be conducted during regular business hours. The employee and the steward may request time to appeal a grievance to a higher step. The grievant and stewards shall suffer no loss of pay or benefits in processing grievances through the various steps. Their immediate supervisor will grant the opportunity so long as it does not interfere with work operations.

Section 6. Grievance time limits shall be strictly observed; however, they may be extended for good and sufficient reason by mutual agreement of the Union and management. The date of disposition shall be the dates in which the immediate supervisor or other management official delivers the disposition to the Union or grievant, whichever is appropriate, or the date of postmark in those instances where delivery is by U.S. Mail. All grievance statements of appeal and answers after step 1 must be in writing. Grievances not appealed to the next higher step within the prescribed time limits will be considered settled on the basis of

Section 6 (continued):

the last answer by management. Failure of the City or its representatives to observe time limits for any step of the grievance procedure shall entitle the Union or grievant, whichever is appropriate to proceed to the next step in the grievance procedure. An employee will not be allowed to proceed to arbitration without the Union unless the Union refuses to represent the grievant solely due to the grievant's lack of membership in the Union. The Union must notify the grievant and City of its refusal for this reason.

Section 7. The commencing of a legal proceeding against the City in a court or equity or before the Public Employees Relations Commission, or any other administrative agency, by an employee or the Union, for misapplication or misinterpretation of the terms of this agreement, is deemed an election of remedy and shall be deemed a waiver by said employee or the Union of its/their right to resort to the grievance and arbitration procedure contained in this Agreement.

Section 8. WITHDRAWAL OF GRIEVANCE

A grievance may be withdrawn by the aggrieved employee at any time and at any step of this procedure, and may not be resubmitted at a later date.

Section 9. UNION GRIEVANCE AND APPEAL PROCEDURE STEPS

Step 1. Within five (5) business days of the incident, an employee or the Union during regular business hours may initiate

ARTICLE 9: GRIEVANCE PROCEDURE (continued):

Step 1: (continued):

a written grievance with the employee's supervisor involved in the grievance and verbally discuss the grievance with the employee's supervisor. Either party may have the Union Steward present if they desire. The discussion will include the substances of the grievance, a description of the action requested, the basis for the request, and the specific provision or provisions of this agreement which have been violated. Any grievance not conforming to the provisions of this paragraph shall be denied and not eligible to advance through the steps of the grievance procedure, including arbitration. Within five (5) business days, the Supervisor will provide written notification to the employee of the supervisor's decision.

Step 2. If the grievance is not resolved in Step 1 within five (5) business days, the employee or Union, whichever is appropriate, may appeal to Step 2 by submitting his complaint or grievance in writing to the Department Director on a form mutually agreed to by the parties. The Department Director will investigate the alleged grievance and if necessary, will conduct a meeting with the aggrieved employee, the Union Steward and the initial supervisor involved. Within five (5) business days of the Department Director's receipt of the written grievance, the Department Director will give an answer in writing. Information regarding resolved grievances during Step 1 or Step 2 will be forwarded to the Director of Human Resources for filing.

ARTICLE 9: GRIEVANCE PROCEDURE (continued):

Step 3. If the grievance is not resolved at the Department Director's level, the Union may appeal within five (5) business days, and in writing to the Director of Human Resources. Within ten (10) business days of receipt of said written grievance appeal, the Director of Human Resources will answer in writing to the grievance and return a copy of the findings to the employee and the Union.

Step 4. If the grievance is not resolved at the Human Resources Department level, the Union may appeal within five (5) business days, and in writing to the City Manager's office. Within ten (10) business days of receipt of said written grievance appeal, the City Manager has the discretion to meet with the grievant, the Union steward, International or State representatives, and departmental management to discuss and seek a solution to the grievance. The City Manager within ten (10) business days of first receipt of grievance will answer in writing to the grievance and return a copy of the findings to the employee and the Union.

Step 5. In the event that a grievance or dispute relating to the meaning of an application or interpretation or compliance with the provisions of this Agreement is not settled under the foregoing steps of the grievance procedure, such dispute may be referred by either party to an impartial Arbitrator to be appointed by mutual agreement of the parties. However, if the City Manager does not agree that the matter is arbitrable, notification shall be to the Union of such, within ten (10)

Step 5 (continued):

business days of receipt of the Union's request to proceed to arbitration. The parties agree that in such an instance, the arbitrator selected to hear the grievance will first consider the question of arbitrability of the grievance.

If there is no objection by either party to the Arbitrability of the grievance, and the above mentioned procedure has been fully complied with or results in a determination that the grievance is arbitrable, the parties shall proceed immediately (the same day as the Arbitrability hearing and before the same arbitrator) to arbitrate the grievance.

In case the City and the Union are unable to agree upon the impartial Arbitrator within fifteen (15) business days after the conclusion of Step 4, then on application of either party, petition may be made to the federal mediation and Conciliation service in Washington, DC, to supply the parties a panel of arbitrators.

The parties will select an arbitrator from the panel by alternately striking names from the panel. The remaining arbitrator shall be designated to hear the unsettled grievance.

Any impartial arbitrator designated hereunder, to whom any grievance or dispute shall be submitted shall have the jurisdiction and the authority to apply and interpret the provisions of this Agreement insofar as may be necessary to the determination of such grievance. The arbitrator shall not have jurisdiction or authority to alter or change in any way the provisions of this agreement. The decision of the arbitrator on any matter within the arbitrator's jurisdiction shall be final

Step 5 (continued):

and binding on the Union, the City, and the employees covered by the agreement. The expenses and fees of the arbitrator shall be paid by both parties equally.

Section 10. All eligible employees shall have the right of appeal, either through the negotiated grievance procedure contained herein, or the City Civil Service Appeals procedure, but not both, provided the matter is grievable under this contact. Further, an employee that desires to file a grievance must indicate in writing his preference as to appeals procedures.

ARTICLE 10: REPRESENTATION OF THE UNION

The membership of the Union shall be represented by the President of the Union or by a person or persons designated in writing to the City manager by the president of the Union. The identification of representatives shall be made each year prior to April 1st. The president of the Union, or the person or persons designated by the said president, shall have full authority to conclude a collective bargaining agreement on behalf of the Union subject to the majority vote of those employees voting on the question of ratification. It is understood that the Union representative or representatives are the official spokesperson of the Union for the purpose of negotiating with the City. Such negotiations entered into with persons other than those as defined herein, regardless of their position or association with the Union, shall be deemed unauthorized and shall have no right or authority in committing or in any way obligating the Union. It shall be the responsibility of the Union to notify the City manager in writing of any changes in the designations of the president of the Union or of any certified representative of the Union.

ARTICLE 11: BASIC WORK WEEK AND OVERTIME

Section 1. The basic work week shall consist of forty (40) hours unless otherwise specified. Departmental Management will establish the basic work week and hours of work best suited to meet the needs of the department and to provide superior service to the community. Nothing in this agreement shall be construed as a guaranteed or limitation of the number of hours to be worked per week.

Section 2. All authorized and approved work performed in excess of forty (40) hours in any one work week shall be considered as overtime and shall be paid at the overtime rate of one and one-half times the employee's straight time rate of pay.

Section 3. Supervision will provide notification to first shift employees of overtime to be worked on a daily basis no later than the noon hour of the day the overtime is to be scheduled. Those employees who work the second shift and third shifts and are required to work overtime will, where possible, be provided notice of the overtime at least four (4) hours prior to the end of their shift. Notification of weekend overtime to be worked shall be made the previous Thursday. Exception of this rule shall be for emergency services beyond the control of the City.

In the selection of an employee to be assigned overtime, the needs of the City shall be the most important consideration. Supervision shall make every reasonable effort to distribute such assignments so as to provide the opportunity for overtime to those full time employees within a division or department (only in those departments which have no division) who are qualified for the assignment and who are in the classification

Section 3 (continued):

needed to perform the overtime assignment. Full time qualified employees who are in the classification needed to perform the overtime assignment will be the first assigned to such overtime. In the event, the need for overtime assignment exceeds the number of qualified employees in the required classification, supervision may assign other full time employee(s) to do the overtime work.

Section 4. Where a department has a seven (7) day continuous operations, employees will have two (2) consecutive days off, where possible, after completing their regularly scheduled five (5) day work week.

Irrespective of the foregoing, the employees in the classification of Water Plant Operator, shall have a ten (10) hour, four (4) day work week. Operators will have three (3) shifts. First shift will begin morning hours, second shift will begin afternoon hours, third shift will begin evening hours. Employees will bid their shifts by classification seniority and rotate shifts once a year also bidding by classification seniority.

Employees in the classifications of water plant operator, communications operators, and security guard who work the third shift, shall receive a five percent (5%) differential pay.

Section 5. For the purpose of overtime computation, holidays and vacations shall be considered as time worked. Sick leave, funeral leave, jury duty, annual military leave, and other absences from duty on active pay status shall not be considered as time worked for purposes of overtime computation.

Section 6. Employees shall be required to work overtime as directed unless excused by their supervisor. In the event any employee in the unit is required to work approved overtime, employee will not be required to use annual leave nor be placed in a "leave without pay" status during the basic work week in order to compensate or offset the overtime hours worked or to be worked.

Section 7. Stand-by time: In order to provide coverage for services during off-duty hours, it may be necessary to assign and schedule certain employees to stand-by duty. A stand-by duty assignment is made by a Department Director who requires an employee, on his off-duty time, which may include nights, weekends, or holidays to be available for work due to an urgent situation. Employees assigned to stand-by duty by their Department Director are guaranteed stand-by pay of two (2) hours pay at their regular straight time rate for each eight (8) hour increment of stand-by time assigned and scheduled.

Employees, while on stand-by duty when called to work, will in addition to the stand-by pay of two (2) hours for each eight (8) hours assigned, be paid for the actual time worked with a minimum guarantee of one (1) hour's pay for each call to work.

Section 7: continued

For pay purposes, actual time worked starts at the time of notice and ends when the employee returns home. Stand-by pay shall be paid at the regular rate and not considered in computing overtime unless the total hours worked in a work week exceeds forty (40) hours.

Section 8. Employees shall not be assigned to stand-by duty if excused in advance by management. The department will seek volunteers, whenever possible, consistent with equitable distribution of stand-by time within work area, classification, and shift, and consistent with skill and ability. In the event volunteers are not available, the qualified employee(s) with the least amount of stand-by time shall be required to take the assignment in order to maintain effective, proper, and superior service to the community.

ARTICLE 12: SICK LEAVE

Section 1. ACCUMULATION-LIMITATION

Each full time, regular employee in the classified service shall earn sick leave at the rate of one (1) working day per month of continuous service for a total of twelve (12) working days per calendar year. This sick leave shall be cumulative throughout the employee's service. There shall be no limit to the accumulation of an employee's sick leave, however, payout shall be limited to one hundred twenty (120) days. Except for emergencies or exceptional cases, no less than one (1) hour will be approved as determined by the employee's supervisor.

Regular full time employees shall be paid fifty percent (50%) of any unused sick leave days, up to one hundred twenty (120) days, upon termination of employment, for other than discharge for just cause. Regular full time employees with fifteen (15) years or more service shall be paid one hundred percent (100%) of any unused sick leave days, up to one hundred twenty (120) days, upon termination of employment, for other than discharge for just cause. Such sick leave payment shall be at the employee's current regular rate of pay, at the time of termination.

Requests for more than three (3) days sick leave must be accompanied by a doctor's certificate. When a regular employee has used all the accumulated sick leave and is still unable to return to work, the employee may draw against the annual leave account for the full amount the employee has accumulated. Request for such additional leave must be made to the Department Head by the employee or the employee's designee, and the Director of Human Resources shall be promptly notified of such request.

ARTICLE 12: SICK LEAVE (continued):

Section 2: PROCEDURE FOR FILING SICK LEAVE

In order to be granted paid sick leave, an employee must meet the following conditions:

Notify the Department Head or immediate supervisor of the employee's illness or the illness of a member of the immediate family not later than one (1) hour after the beginning of his scheduled work day or before the start of such work day.

For purposes of this Article, immediate family shall include spouse, child or parent.

Irrespective of the foregoing, the employee in the classifications of Water Plant Operator, Customer Service Worker, Emergency Communications Operator and Security Guard shall be required, unless excused by emergency situations, to notify the Department Head or immediate Supervisor of the illness or illness of the immediate family not later than one (1) one hour prior to scheduled shift. The City shall provide a twenty-four (24) hour contact number to all affected employees.

Section 3: PARENTAL LEAVE

It shall be incumbent on the employee or the designate to notify the Human Resources Director immediately, and in writing, of said date of actual birth before Parental Leave will be authorized.

An employee utilizing Family Medical Leave Policy HR-97-02 benefits shall run concurrently with the benefits provided in this Section.

ARTICLE 12: SICK LEAVE (continued):

Section 3: PARENTAL LEAVE: continued

The current Family Medical Leave Policy, Policy # HR 97-02 in the Administrative Policies and Procedure Manual dated 09-22-97 shall be maintained for the duration of this Agreement as it relates to parental leave.

Section 4: ABUSE OF SICK LEAVE

a. If, and whenever, sick leave may appear to be abused, or where an employee consistently uses sick leave as it is earned, the employee claiming/requesting such sick leave will be informed by the immediate supervisor or Department Head that the employee is suspected of sick leave abuse; and thereafter, the immediate supervisor or Department head will hold a conference with the employee to discuss the alleged abuse and an official record of said conference will be provided to the employee.

If, after counseling by the Department Head, an employee continues to abuse sick leave or use sick leave as it is earned, the employee may be required to furnish competent medical proof of the necessity of such absence, prior to sick leave pay being paid.

Sick leave abuse occurs when an employee consistently uses sick leave as it is earned, sets a pattern of taking certain days off each month, or consistently take sick days off before and after a weekend or after the employee's regular days off.

ARTICLE 12: SICK LEAVE (continued):

Section 4: ABUSE OF SICK LEAVE: continued

b. Abuse of sick leave may constitute grounds for disciplinary action.

c. An employee off duty due to illness is expected to remain at the employee's residence during the period of said absence, except that the employee may leave the residence to

d.

e. receive medical treatment, secure drugs, or for any other appropriate medical reason.

Section 5: DONATION OF LEAVE TIME

A Donation of Leave Time Policy will be established to allow an employee to donate accrued/available Vacation Leave, Sick Leave or Good Cause Day time to another employee, when that employee suffers a job-related or non job-related accident, injury, or illness and does not have sufficient vacation, sick or personal holiday days accrued/available, or in their bank to cover the period of time they must be off work due to their accident, injury, or illness and no paid leave is available to them. Any donation of time is voluntary. Employees donating time must leave seven (7) days in their own account.

Employees who agree to donate days based upon this policy will not be prohibited from donating any days in excess of the actual days needed by the employee on approved leave. Unused days not used by the requesting employee shall revert to the donating employee or if the donating employee has terminated employment with the City, said days shall be forfeited by both the donating

Section 5: DONATION OF LEAVE TIME

employee and donor employee. In order to be eligible to participate under this Section, an employee must be on regular status.

Section 6: SICK LEAVE INCENTIVE PROGRAM

a. Any employee who has at least sixty (60) days remaining in their sick leave account at the end of the fiscal year (September 30), may elect to be paid for nine (9) days provided at the end of the subsequent year the employee has at least sixty (60) days in the sick leave account.

b. Any employee who has at least thirty (30) days remaining in their sick leave account at the end of the fiscal year (September 30), may elect to be paid for either three (3) or six (6) days, provided at the beginning of the new fiscal year (October 1) the employee has at least thirty (30) days remaining in the sick leave account.

c. Any employee employed at the beginning of the fiscal year, and who has less than thirty (30) days of sick leave, may elect to be paid for three (3) days of accrued leave. In order to elect to be paid this benefit, the employee must not have used more than two (2) days of sick leave in the preceding year.

d. The election of a, b, or c above must be made in October of the current fiscal year, and payment will be made by December 31st of the current election year. Payment will be at the employee's current rate of pay as of the date paid, and will not be affected by any subsequently adopted retroactive pay increases. Any unused or unpaid sick leave shall remain in the employee's sick leave accrual account.

Section 6: SICK LEAVE INCENTIVE PROGRAM: continued

e. Employees who are not employed on the date pay-off is made in December, may take advantage of this program as long as the employee is employed by City on September 30 in the immediate previous fiscal year.

ARTICLE 13: COMPASSIONATE LEAVE

In the event of the death of the mother, father, brother, sister, spouse, son, daughter, grandparent, mother-in-law, father-in-law, step-parent, step-brother, step-sister, step-child or grandchild of a full time regular employee, such employee shall be entitled to paid compassionate leave not to exceed three (3) working days for any one death. Proof of relationship to the employee must be submitted in the form of an obituary or funeral notice/program.

Five (5) days shall be granted if the employee is in attendance at the funeral and such funeral is held more than one hundred fifty (150) miles away.

The City Manager may grant additional leave under this Section, except that such additional leave shall not be debited against the employee's annual leave.

ARTICLE 14: MILITARY LEAVE

Full-time employees in the City service who are members of military reserve units and who must attend annual training sessions are entitled to leave of absence with full pay. The City of Riviera Beach, pursuant to Florida Statues, Section 115.07 - Officer's and Employees' Leave of Absence, grants up to seventeen (17) days leave with pay each year in order that such employees may fulfill their military obligations.

Full-time employees in the City service who are called to perform military service may, at the discretion of the City Council, be granted leave of absence without pay for such service in accordance with the provisions of Florida Statutes, Section 115.09 - Leave to Public Officials for Military Service; Section 115.12 - Rights During Leave; Section 115.13 - Resumption of Official Duties; and Section 115.14 - Employees.

Copies of such Florida Statues as mentioned above shall be available in the office of the City Attorney.

ARTICLE 15: LEAVE WITHOUT PAY

Section 1. Employees may request, in writing, a leave of absence without pay for up to ninety (90) days. Such requests must be approved by both the Department Director and the City Manager.

Section 2. The decision to grant leave without pay (Leave of Absence) is a matter of administrative discretion. The Department Director will weigh each request and determine each case on its own merits. The reason for approval or denial shall be given in writing.

Section 3. An employee granted a leave of absence must keep the department informed, every three (3) months, of the current activity (school, medical, military, etc.). In addition, the employee must keep the department advised of their current address at all times.

Section 4. An employee granted a leave of absence and who wishes to return before the leave period has expired, shall be required to give the Department Director at least two (2) weeks notice. Upon receipt of such written notice, the employee must be permitted to return to work.

Section 5. An employee granted leave of absence shall, upon the termination and/or expiration of the leave, return to the job classification and rate of pay held at the time of going on leave. Failure to return to work on the scheduled date shall result in termination unless an extension of the leave is approved prior to

Section 5. continued

the return date by the City Manager.

Section 6. Group life and hospitalization insurance coverage may be continued for a maximum period of ninety (90) days while on authorized leave of absence, provided premium payments are kept current by the employee. In case of leave of absence for illness, the maximum period shall be twelve (12) months during which period group life, dental and hospitalization may be continued provided premium payments are kept current.

ARTICLE 16: JURY DUTY

Leave with pay shall be authorized for full-time employees in the classified service who may be required to perform jury duty. Employees who perform jury duty and are released by the Court during the first half of their regularly scheduled workday are expected to report to work when excused or released by the Court.

If an employee is called for jury duty, the employee shall promptly notify the immediate Supervisor within five (5) days of receipt of the notice of jury duty or within five (5) days of appearance pursuant to the notice of jury duty.

The employee must provide the Department Director or immediate supervisor with proof of jury duty before compensation is approved.

ARTICLE 17: SENIORITY, PROBATION, AND REDUCTION-IN-FORCE

Section 1. City Seniority is understood to mean an employee's most recent date of employment or re-employment. Seniority will continue to accrue during all types of leave except Leave Without Pay for more than thirty (30) calendar days which shall cause this date to be adjusted for an equivalent amount of time. Leave without pay for periods of less than thirty (30) days shall not cause the City seniority date to be adjusted.

City seniority shall be used for the purpose of computing vacations, service awards, and other matters based on length of service.

Section 2. Classification seniority shall be understood to mean length of time in the classification. After successful completion of the probation period, length of time in classification reverts to the date of entry, transfer, or promotion to the present classification. Seniority will continue to accrue during all types of leave except for leave without pay of thirty (30) calendar days or more which shall cause this date to be adjusted for an equivalent amount of time. Leave of absence without pay for periods of less than thirty (30) calendar days shall not cause the classification seniority date to be adjusted. Classification seniority shall be used in conjunction with job classification for the purpose of lay-off and consideration for promotion.

Section 3. All newly hired and promoted employees shall be placed on probation for the first one hundred eighty (180) days in the classification. All employees on initial probationary status

Section 3. (continued):

(new employees) shall be eligible for membership in the Union but shall not be entitled to the benefits outlined in this Agreement with the exception of holiday pay and insurance coverage when eligible. However, newly hired probationary employees shall accumulate one (1) day sick leave and one (1) day vacation (annual leave) each month during the probationary period. Initial probationary employees will not be eligible to utilize accumulated sick leave or vacation leave during their probationary period. At the conclusion of their probationary period, employees will be eligible to use accumulated sick and vacation leave.

Section 4. Employees shall lose their seniority as a result of the following:

a. Voluntary termination;

b. Retirement;

c. Termination for just cause;

d. Lay-off exceeding one (1) year;

e. Failure to report to the Department Head intention of returning to work within five (5) days of the return receipt verification in cases of recall; or

f. Failure to return from Military Leave within the time limits prescribed by law.

ARTICLE 17: SENIORITY, PROBATION,AND REDUCTION-IN-FORCE (continued):

Section 5. In the event of a lay-off, the City of Riviera Beach will notify the employees and the Union, whenever possible, ten (10) days prior to the effective date of the lay-off. A copy of the lay-off notice along with the up-to-date Classification Seniority List will be sent to the Union.

a. Classification Seniority shall apply in lay-offs and promotions within the Classifications on a City-wide basis. If an employee is displaced due to Classification Seniority during a lay-off, an employee may exercise their City seniority to secure a job for which they are qualified within the bargaining unit of the Firemen and Oilers Union on a City-wide basis.

When an employee moves into a classification that they never held through a reduction-in-force, the employee becomes the junior employee in the new classification.

When an employee moves into a previously held classification through a reduction in force, the employee reverts to classification seniority.

An employee who is displaced through a reduction in force, who moves into a lower paid position with the City, shall suffer no loss of pay, but shall have their pay red circled and shall receive no increases (except across the board cost of living or general wage increases) until such time as increases to the lower pay scale causes the employee to receive a wage increase.

b. Under this Agreement, when reduction-in force is necessary, probationary employees in the affected job classification will be laid off first and shall be recalled only after all regular employees in the affected job classification

Section 5. continued

have been recalled. Probationary employees within a classification will be first laid off and regular employees in that classification who may be subject to lay-off may displace a probationary employee in any other classification, provided the senior employee is capable of performing the work of the probationary employee who employee is replacing.

c. In the case of a reduction-in-force in a department, a higher classification employee with higher classification seniority may, at the employee's own option and if qualified, replace an employee with less classification seniority in lower classification at the lower classification salary schedule.

d. An employee in this bargaining unit cannot exercise seniority unless employee is displaced or a vacancy exists as outlined in this Agreement.

Section 6. Recall employees in lay-off status will retain recall rights for one (1) year and shall have preference to work over applicants on eligible lists. Recall will be made by certified mail to the last address in the employee's records. Within five (5) work days of the certified receipt date, recalled employees must signify their intention of returning to work to the Department of Human Resources.

a. Recall will be offered to laid off employees provided they are physically qualified to perform the duties of the job. A laid off employee, when offered recall, who is temporarily unable to accept due to medical reasons, may request a leave of absence not to exceed thirty (30) days.

Section 6. continued

b. When employees are recalled from layoff because of an increase in order, the employees with the greatest classification seniority shall be recalled in the reverse order they were laid off.

Section 7. Provisions for applying for promotion to open positions: Notice of a vacancy in an existing position or in a newly created position shall be posted at places accessible to employees City-wide for a period of five (5) days. Such notice will set forth the title of the position to be filled, hours of work, and rate of pay. Both the City and the Union recognizes and encourage the promotion of the City employees to existing vacancies.

a. Applicants from the City desiring to fill such a vacancy shall apply in writing to the Department of Human Resources. If the position requires a Civil Service examination, the applicant will take the examination at the prescribed time and place. The position will then be filled as prescribed in Sections 2-83 through 2-85 of the City Code of Ordinances. If the position does not require a Civil Service Examination, the position will be filled on the basis of ability, fitness, and seniority.

b. In the event a vacancy occurs in a department where an employee once held the vacant position, but due to a reduction-in-force was obligated to take a job in the department at a lower classification, the employee will be given first

Section 7. continued

c. consideration for the vacancy within the first six (6) months following the reduction-in-force.

ARTICLE 18: HOLIDAYS

Section 1. The following holidays shall be observed:

New Year's Day, January 1st
Dr. Martin Luther King, Jr.'s Day
Washington's Birthday
Good Friday
Memorial Day
Independence Day, July 4th
Labor Day, First Monday in September
Veterans' Day
Thanksgiving Day, Fourth Thursday in November
Friday following Thanksgiving Day
Christmas Day, December 25th

With the understanding and agreement that during the life of this contract that there will be a maximum of eleven (11) holidays

Section 2. Employees covered by this Agreement shall receive eight (8) hours off with pay for each of the holidays earned.

Section 3. Employees on vacation, annual military leave, jury duty, sick leave, compassionate funeral leave, and other absences observed must use the holiday on the same day that it is earned.

Section 4. Employees who are scheduled and required by their supervisor to work on the day observed as a holiday must work that day to be eligible to receive holiday pay. Section 3 of this Article will not apply to employees scheduled and required to work on the day observed as the holiday.

ARTICLE 18: HOLIDAYS (continued):

Section 5. The holidays established in the Personnel Rules and Regulations of the City of Riviera Beach as conforming to the most equitable plan for all classified employees will apply. Legal holidays shall also include such days as designated by the City Council.

Section 6. The City Manager will determine which department or operations will be closed in observance of the holiday.

Section 7. Employees assigned and scheduled to work on the holidays observed as specified by the Manager in Section 1, and who, in fact, do work, shall receive eight (8) hours holiday pay plus time and one-half their regular rate of pay for all hours worked. Task assignment personnel shall receive twenty (20) hours minimum pay or whichever is greater in hours worked.

Section 8. Holiday pay provisions of this Agreement will remain in effect for any work performed on a holiday providing the employee works the scheduled day before and the scheduled day after the holiday, unless excused by the Department Head for such reasons as sick leave, jury duty, vacation, or compassionate leave.

Section 9. Employees whose regularly scheduled day off occurs on the day or days when the City observes a holiday will be given either the employee's last scheduled work day preceding the holiday or the next scheduled work day following the holiday(s) as the employee's day off in observance of the holiday(s). The Supervisor shall advise the employee at least a

Section 9 (continued):

week in advance of the holiday(s) whether the employee will observe the holiday on employee's last scheduled work day prior to the holiday observance or the next scheduled work day after the holiday observance. If the employee is called into work on the day designated as the employee's holiday observance, the employee shall be compensated by payment of a regular day's pay at straight time for holiday pay plus time and one-half their regular rate of pay for all hours worked.

ARTICLE 19. VACATION (ANNUAL LEAVE)

Section 1. Application for vacation leave shall be made in advance of use. A minimum of two (2) weeks advance notice is required for vacation and/or advance pay. In emergency cases, departmental management may waive this requirement. Maintenance of superior service and adherence to schedules are commitments which may compel department management to restrict the scheduling of vacation during certain periods of the year. When a written request for vacation is denied, the employee will be notified in writing. Vacation leave may be granted to any employee with permanent status.

Section 2. Employees shall accrue paid vacation credit at their straight time rate during active pay status on the following basis:

Amount of Service	No. of Days Per Year	Hours Accumulated Per Year	Hours Accumulated Per Week
0-5 Years	12	96.0	1.848
6 Years	13	104.0	2.000
7 Years	14	112.0	2.152
8-10 Years	15	120.0	2.308
11 Years	16	128.0	2.460
12 Years	17	136.0	2.616
13 Years	18	144.0	2.768
14 Years	19	152.0	2.924
15 Years or More	20	160.0	3.076

ARTICLE 19: VACATION (ANNUAL LEAVE) (continued):

Section 2 (continued):

This provision shall be interpreted to mean that the employee has completed the number of years prior to becoming eligible for the corresponding days of vacation.

Vacation leave shall accrue as scheduled above and on the vacation previous page. The maximum number of vacation days to accrue shall be two (2) times the annual rate of accrual.

Section 3. Employees becoming hospitalized while on vacation may use sick time for such periods of illness providing a doctor's certificate is presented to the employee's Department Director or upon his return to work.

Section 4. Payment of vacation time in lieu of actually taking vacation will not be permitted except in these special cases:

(a) Employees entering military service; and

(b) Separation from City employment.

(c) Or under Section 6 of this Article

Upon separation from City employment, regular employees shall be entitled to compensation for any earned but unused vacation to their credit on the effective date of termination.

Section 5. If the workload permits, employees may request application of unused vacation for any nationally recognized religious holiday associated with the religious faith of the employee which occurs on a normal work day.

Section 6. An employee utilizing at least five (5) days of vacation during the previous fiscal year may elect to receive payment, in lieu of vacation, for up to fifty percent (50%) of any remaining accrued vacation time. The employee must make this election in October of the current fiscal year and payment will be made by December 31st of the election year. Payment will be at the employee's current rate of pay, as of the date paid and will not be affected by any subsequently adopted retroactive pay increases. Any unused or unpaid vacation leave shall remain in the employee's vacation leave accrual account.

ARTICLE 20: PRODUCTIVITY AND JOB TRAINING PROGRAM

Section 1. The Union and the City recognize that they have a clear responsibility to give the public maximum efficiency. Therefore, the Union pledges that it will actively promote and encourage the employees to increase their productivity in order to maintain appropriate services to the citizens of the City and to alleviate the possible necessity of curtailing services.

Section 2. To maintain the efficiency of its work force, and to ensure an adequate supply of competent employees for advancement, the City may institute and administer such training programs as it deems necessary to meet requirements, providing such programs do not conflict with any other provision of this agreement. Nothing contained in the training program shall conflict with Federal or State laws. If possible, all mandatory training programs conducted by the City will be held during normal working hours. If mandatory training is required to be conducted outside of normal working hours the City will pay the employee for the training at the employee's normal hourly rate, unless the training is mandated by a change in rules or statutes over which the City has no amendatory power or the employee has worked in excess of forty (40) hours during the week. In such limited cases, the City shall pay the employee a pre-announced stipend.

Section 3. Employees who meet the requirements as shown below shall be reimbursed as indicated for approved graduate and/or undergraduate and/or any other course work related to their job or leading to a degree related to their job.

ARTICLE 20: PRODUCTIVITY AND JOB TRAINING PROGRAM (continued):

Section 3 (continued):

Grade achieved	Reimbursement
"A" or "B"	100% of tuition cost
"Pass" in a "Pass"/"Fail" course	100% of tuition cost
"C"	75% of tuition cost

a. The reimbursement amount received by an employee for receiving a grade of "A", "B", or "Pass" shall be limited to $1,000 per calendar year.

b. The reimbursement amount received by an employee for receiving a grade of "C", shall be limited to $375.00 per semester.

c. Regardless of the combination of courses taken and grades received, no employee shall exceed the $500.00 reimbursement cap in any one calendar year.

d. The Director of Human Resources shall, after consultation with the Department Head, determine whether or not the courses are approved.

This reimbursement policy does not apply to courses required by law which will continue to be paid for by the City.

Section 4. All requests for prior approval of courses and all reimbursement requests shall be submitted in the manner and with documentation as required by the City. Such documentation shall include, but not be limited to: tuition receipts, official transcripts or grade notification.

ARTICLE 20: PRODUCTIVITY AND JOB TRAINING PROGRAM (continued):

Section 5. The cost of required workbooks and/or textbooks will be reimbursed provided the request for such are submitted as required by the City. Upon completion of the course work, such reimbursed workbooks and/or textbooks shall be turned over to the City and become the property of the City.

ARTICLE 21: WAGES

Section 1. Effective October 1, 2002, employees salary will be increased by three percent (3%). The minimum and maximum of the pay grade shall increase by three percent (3%).

To be eligible to any retroactivity, an employee must be employed on the effective date of this agreement and on the date the contract is ratified by the parties. All retroactivity will be paid within ninety (90) days of ratification. Employees hired subsequent to the effective date of this agreement, will be eligible for retroactivity from the date they were hired.

There will be no further across the board wage adjustments during the 2002/2003 Contract Year.

In addition, the City and the Union agree to suspend the merit plan for 2002/2003 contract year. The parties will jointly develop the evaluation competencies. The committee shall be established by February, 2003 and consist of two (2) members each from the union and city administration and one (1) from the Human Resources Department. Employees will be evaluated during this period, but the evaluation will not be used to grant merit pay increases. The evaluation will be used for the purpose of validating the evaluation tool for implementation and training provided during this suspension period.

Effective October 1, 2003, the Employer will adjust the individual employee's 2002/2003 wages by three percent (3%). The minimum and maximum of the pay grade shall increase by three percent (3%). Also during the 2003/2004 contract year, effective on the anniversary date of each individual employee, the employer

will pay merit increase as follows based on the new evaluation tool:

Outstanding	2.5%
Excellent	2.0%
Satisfactory	1.5%

Employees who are at the maximum of the pay grade when the merit increase is applied, shall receive the merit up to the maximum of the pay grade and the balance of the merit increase shall be in a lump sum payable on the employee's anniversary date.

There will be no further across the board wage adjustments during the 2003/2004 Contract Year.

Effective October 1, 2004, the employer will adjust the individual employee's 2003/2004 wages by three percent (3%). The minimum and maximum will be increased by three percent (3%). Employees who are at the maximum of the pay grade when the salary adjustment is applied, shall have their salary increased to the maximum of the pay grade. Also during the 2004/2005 contract year, effective on the anniversary date of each individual employee, the employer will pay merit increase as follows based on the new evaluation tool:

Outstanding	2.5%
Excellent	2.0%
Satisfactory	1.5%

Employees who are at the maximum of the pay grade when the merit increase is applied, shall receive the merit up to the maximum of the pay grade and the balance in a lump sum, payable on the employee's anniversary date.

ARTICLE 21: WAGES (continued)

There will be no further across the board wage adjustments during the 2004/2005 Contract Year.

Section 2. Pay days will be bi-weekly on Friday. Bi-weekly is defined as every two (2) weeks. In the event pay day falls on a holiday, the City shall have the discretion to pay employees on the day before or the day after the holiday. The City will provide the option of direct deposit to all employees. Such bi-weekly pay schedule will be done so only on a city-wide basis.

Section 3. A Water Plant Operator, upon receipt of certification qualifying the employee as a "B" operator, shall forthwith receive a five percent (5%) increase in their hourly base rate.

A Water Plant Operator, upon receipt of certification qualifying the employee as an "A" operator, shall forthwith receive a ten percent (10%) increase in their hourly rate.

The base rate of pay is defined as that rate the employee receives without incentives.

Certifications earned subsequent to ratification of this Agreement are to be paid without retroactive action. Certification payments are not related to the maximum pay range.

Bargaining unit automotive mechanics who obtain ASE certification shall receive a $250.00 bonus per year for each

job related certification not to exceed $1,000 annually. All certifications must be approved in advance by the department head and all certifications must be current.

Effective upon ratification, bargaining unit water/sewer mechanics who obtain sewage collection certification A, B, or C or obtain water distribution certification A, B, or C shall receive a $250 bonus per year for each certification not to exceed $750.00 annually. All certifications must be approved in advance by the department head and all certifications must be current.

Effective upon ratification, bargaining unit code enforcement officers who obtain levels of Florida Association of Code Enforcement certificates including the Code Enforcement Professional certification, shall receive $250 bonus per year for each certification not to exceed $750.00 annually. All certifications must be approved in advance by the department head and all certifications must be current.

Effective upon ratification, bargaining unit pool guards and lifeguards who obtain an emergency medical technician certification, shall receive $25 per week. All certifications must be approved in advance by the department head and all certifications must be current.

Section 4. Any employee required to work outside their job classification in a higher pay rate for three (3) or more days in a work week or consecutive work days shall receive the higher rate of pay retroactive to the first day beginning on the fourth day of work, provided the employee is assigned to work in the higher classification on the fourth day. Where circumstances permit, every effort will be made to assign one (1) employee the duties of the higher classification in a given week.

ARTICLE 22: SAFETY AND HEALTH

Section 1. Departmental Management will make every reasonable effort to provide and maintain safe working conditions. To this end the Union will cooperate and encourage the employee to work in a safe manner. A Safety Committee will be established comprised of one (1) person from each of the following areas: City Hall, Water/Sewer, Public Works, and Parks and Recreation. The Committee will meet on a regular basis with the Safety Director for the purpose of reviewing and reporting unsafe working conditions as reported to the Committee.

Section 2. The City of Riviera Beach will provide proper and necessary safety equipment and devices for employees engaged in work where such special equipment, including safety shoes, and devices are necessary. Such equipment and devices, where provided, must be used and replaced by the City when worn out. If lost or stolen, employees will have the cost of replacement deducted from pay. Employees who report to work without proper safety equipment will be sent home without pay.

Section 3. The City of Riviera Beach agrees to continue the present practice of providing uniforms and periodic replacement of items to employees including a bump hat and/or safety helmet, and work gloves when requested and then only upon presentation of the work or damaged article to the foreman. Normally, this exchange shall be made the same day.

ARTICLE 22: SAFETY AND HEALTH (continued):

Section 4. In the event an employee leaves the employment of the Department or the City, the employee shall return all uniforms and safety equipment to the Department. Failure to return all issued safety equipment and uniforms, will result in the cost of same being deducted from the employee's final paycheck.

Section 5. Both parties agree to abide by and to conform to any applicable regulations enacted or adopted by Federal, State, County, or City government.

Section 6. The City will pay for initial Commercial Driver's License for current employees; but after the initial payment, the employee will be responsible for the payment of renewing the license. All new employees will be responsible for the payment of the cost of the Commercial License.

ARTICLE 23: GENERAL PROVISIONS

Section 1. Employees in the bargaining unit will be encouraged to participate in worthwhile charity drives. Employees should feel free to contribute or not contribute without pressure from any party.

Section 2.

GROUP INSURANCE

(a) The City shall pay full cost of the employee's hospitalization (medical-surgical coverage, and major medical), life insurance, and any additional increases in the premium over the duration of this Agreement.

LIFE INSURANCE

(b) The City hereby agrees that all eligible employees in the unit will be provided life insurance coverage in an amount equal to $27,000. Employees will also have the option to purchase at their expense, $27,000 of additional insurance.

Section 3. In the event an employee is called back to work outside their regular work schedule, the employee shall receive minimum of three (3) hours pay at the rate of time and one-half (1-1/2) if over forty (40) hours in a week, less sick time or other non compensable time.

Section 4. SENIORITY LIST

The City shall prepare a current classification seniority list quarterly. This list shall be posted on bulletin boards at all work locations.

ARTICLE 23: GENERAL PROVISIONS (continued):

Section 5. On the first full day and the remainder of the week, full compensation coverage will be paid on any work connected injury or illness.

Section 6. Job classification to be utilized where required.

Section 7. COPIES OF AGREEMENT

The City agrees to reproduce the Agreement in sufficient copies to distribute to all employees covered by this Agreement.

Section 8. EXAMINATION OF PERSONNEL FILES

Employees shall have the right to examine their personnel file. Requests shall be at a reasonable time.

Section 9. All disciplinary letters and reprimands shall remain in the employee's work and personnel files. After three (3) years, if the employee has had no further infraction during that period, the infraction shall not be considered when rendering disciplinary action.

ARTICLE 24: SAVINGS CLAUSE

If any provisions of this Agreement, or the application of such provision, shall be rendered or declared invalid by any Court of competent jurisdiction, the remaining parts or portions of this Agreement shall remain in full force and effect.

ARTICLE 25: DENTAL INSURANCE

DENTAL BENEFITS

The City shall provide and pay for the full cost of the regular full time employee's dental insurance coverage.

ARTICLE 26: TERM

After a majority of those bargaining unit members voting on the question of ratification and thereafter, upon its ratification by an official resolution of the City Council ratifying the Agreement and authorizing the Mayor and City Clerk to sign the Agreement on behalf of the City, the Agreement, upon being signed by the appropriate Union Representatives and the Mayor and the City Clerk, shall become effective October 1, 2002, and shall remain in full force and effect until September 30, 2005.

ARTICLE 27: MAINTENANCE OF BENEFITS

All existing benefits covering City employees as outlined in the Human Resources Rules and Regulations Booklet and other written City Policy that is not now incorporated into this the Union Agreement, will remain in full force and effect along with all provisions of this Agreement for the duration of the Labor Agreement.

ARTICLE 28: AMERICANS WITH DISABILITIES ACT

The Union and the City acknowledge the duty of the City to comply with the requirements of the Americans with Disabilities Act (ADA).

ARTICLE 29: DRUG-FREE WORK PLACE POLICY

The City and the NCF&O recognize that substance abuse in our nation and our community exacts staggering costs in both human and economic terms. Substance abuse can be reasonably expected to produce impaired job performance, lost productivity, absenteeism, accidents, wasted materials, lowered morale, rising health care costs, and diminished interpersonal relationship skills. The City and NCF&O share a commitment to solve this problem and to create and maintain a drug-free work place policy.

This policy is implemented pursuant to the drug-free work place program requirements under Section 440.201, Florida Statutes, the rules of the Department of Labor and Employment Security, Division of Workers' Compensation, and the Omnibus Transportation Act.

The essential parts of this policy are:

Section 1.

The City prohibits the illegal use, possession, sale, manufacturing or distribution of drugs, alcohol, or other controlled substances on its property. It is also against City policy to report to work or to work under the influence of drugs or alcohol.

Section 2. Testing of Employees:

a. Non-CDL Employees:

1. Reasonable Suspicion Testing: Employees will be tested when there is a reasonable suspicion that an employee is using or has used drugs or alcohol; the employee's job performance is impacted; or other employees safety and health are placed in danger.

ARTICLE 29: DRUG-FREE WORK PLACE POLICY (continued):

Section 2-a. (continued):

2. Follow-up Testing: All employees who have been determined to have used drugs or alcohol and are permitted by the City to return to work will be subject to six (6) unannounced follow-up drug tests for a period of two (2) years following return to work.

3. Additional Testing: Additional testing may also be conducted as required by applicable State or Federal laws, rules or regulations.

4. Following any vehicular or industrial accident or serious safety incident occurring on duty pursuant to Chapter 440 of the Florida Statues, shall be tested for drugs and/or alcohol.

b. CDL Employees:

The Omnibus Transportation Act applies to all drivers of commercial motor vehicles (CMV's) required to obtain a commercial drivers' license (CDL). In addition to the types of testing listing above, beginning January 1, 1995, the Omnibus Transportation Act will require random and return-to-duty testing. The City of Riviera Beach will comply with the requirements of the Omnibus Transportation Act.

1. Random Testing:

The Omnibus Transportation Act requires all operators of CMV's to be randomly tested for controlled substances and alcohol beginning January 1, 1995. It applies to all drivers required to obtain a commercial drivers' license (CDL).

Section 2-b. (continued):

2. Return-to-Duty Testing:

a. The City shall ensure that before a driver returns to duty requiring the performance of a safety-sensitive function after an alcohol concentration test result of 0.04 or greater, the driver shall undergo a return-to-duty alcohol test with a result indicating an alcohol concentration of less than 0.02.

b. The City shall ensure that before a driver returns to duty requiring the performance of a safety-sensitive function after testing positive for the use of controlled substances, the driver shall undergo a return-to-duty controlled substances test with a result indicating a verified negative result for controlled substances use. The employee shall attend and successfully complete the City's Employee Assistance Program. Otherwise, the employee will be subject to discipline up to and including termination.

c. The City shall ensure that before a driver returns to duty requiring the performance of a safety-sensitive function, the driver shall undergo a return-to-duty alcohol test with the result indicating an alcohol concentration of less than 0.02 after engaging in the following prohibited conduct:

(1) Being on duty or operating a CMV while possessing unmanifested alcohol;

(2) Using alcohol while performing safety-sensitive function;

(3) Performing safety-sensitive functions within four (4) hours after using alcohol;

Section 2-c. (continued):

(4) Using alcohol within eight (8) hours following an accident, or before undergoing a post-accident alcohol test, whichever occurs first; or

(5) Refusing to submit to a post-accident alcohol test, a random alcohol test, a reasonable suspicion alcohol test, or a follow-up alcohol test.

d. The City shall ensure that before a driver returns to duty requiring the performance of a safety-sensitive function, the driver shall undergo a return-to-duty controlled substances test with a result indicating a verified negative result for controlled substances use after engaging in the following prohibited conduct:

(1) Reporting for duty or remaining on duty requiring the performance of safety-sensitive functions when the driver uses any controlled substance, except when the use is pursuant to the instructions of a physician who has advised the driver that the substance does not adversely affect the driver's ability to safely operate a CMV; or

(2) Refusing to submit to a post-accident controlled substance test, a random controlled substance test; a reasonable suspicion controlled substance test, or a follow-up controlled substance test.

3. Post Accident Testing:

Following any vehicular or individual accident or serious safety incident occurring on duty pursuant to Chapter 440 of the Florida Statutes and the Federal Omnibus Transportation Act of 1991, shall be tested for drugs and/or alcohol.

Section 3. Alcohol and Drug Use Prohibitions:

a. The use, sale, purchase, possession, distribution, or dispensing of drugs or alcohol on duty or on City property is cause for immediate discharge.

b. It is against City policy to report to work or work under the influence of alcohol or drugs. Employees who violate this policy are subject to discipline up to and including discharge. In the case of a first-time violation of the City's policy, including a positive drug or alcohol test result (without evidence of use, sale, possession, distribution, dispensation, or purchase of drugs or alcohol on City property or while on duty), the employee will be subject to discipline up to and including discharge. Employee shall attend and successfully complete the City's Employee Assistance Program; otherwise, the employee will be subject to disciplinary action up to and including termination.

c. For the purpose of this policy, an individual is presumed to be under the influence of alcohol or drugs if an alcohol or drug test is positive.

d. The City may suspend with pay, however, upon positive initial confirmation of the drug test results, the City may suspend employees without pay under this policy pending the results of any further drug testing or investigations.

Section 4. All information, interviews, reports, statement memoranda and drug test results, written or otherwise, received by the City as part of this drug testing program are confidential communications. Unless authorized by State laws, rule or

Section 4. continued

regulations, the City will not release such information without a written consent form signed voluntarily by the person tested.

Section 5. A Drug Use Information form is a confidential report which must be filled out by employees both before and after being drug tested. This form permits individuals to provide to the Medical Review Officer a list of all prescription and non-prescription drugs they are currently using or have used in the last month, as well as any other information they consider relevant to the test.

Section 6: Prior to testing, the employee will be given a list of the most common medications by brand name or common name and chemical name which may alter or affect a drug test.

Section 7: Any employee who refuses to submit to a drug test may be terminated from employment. An injured employee who refuses to submit to a drug test, or has a positive confirmation test, in addition to the above, may forfeit his eligibility for all workers' compensation medical and indemnity benefits pursuant to the laws.

Section 8: A list of names, addresses, and telephone numbers of employee assistance programs and local alcohol and drug rehabilitation programs available to employees will be provided upon request.

Section 9: An employee who receives a positive confirmed drug test result may contest or explain the results to the Employer within five (5) days after written notification of the positive test result. If an employee's explanation or challenge is unsatisfactory to the Employer, the person may contest the test results and an investigation will be conducted.

Section 10: An employee has the responsibility of notifying the drug testing laboratory of any administrative or civil action brought pursuant to Chapter 440, Florida Statutes. The lab will maintain the sample until the case or administrative appeal is settled.

Section 11: The following is a list of all drugs for which the Employer may test:

DRUG	CUTOFF N/ML
Alcohol	
Barbiturates	300
Benzodiazepines	300
Cannabinoid	50
Cocaine	300
Amphetamines	1000
Methaqualone	300
Opiates (including heroin)	300
Phencyclidine (PCP)	25

Section 12: Employees have the right to consult the testing laboratory for technical information regarding prescription and non-prescription medication.

ARTICLE 29: DRUG-FREE WORK PLACE POLICY (continued):

Section 13: Details of this policy may be obtained from the Department of Human Resources.

Section 14: Employees, as a condition of employment, are required to abide by these guidelines.

Section 15: The City will pay for drug testing for all current employees.

ARTICLE 30: EMPLOYEES UNABLE TO PERFORM JOB DUTIES FOLLOWING ON-THE-JOB INJURY, JOB-RELATED ILLNESS/DISABILITY

a. Following an on-the-job injury, job-related illness, or job related disability, an employee has a maximum of twelve (12) months from the date last worked to return to the original duties of the employee's position, with or without reasonable accommodation. The employee's ability to perform the duties of a position is determined by the employee's physician and verified by the City's Risk Manager.

b. If an employee is unable to return to the essential duties of the employee's position with or without reasonable accommodation within twelve (12) months from the date last worked following an on-the-job injury, job-related illness, or job-related disability, the employee will be recommended for termination. A disabled employee will not be terminated if the employee can be reasonably accommodated in the employee's current position, in accordance with the guidelines of the Rehabilitation Act of 1973 as amended, and the Americans with Disabilities Act of 1990.

c. If an employee returns to work within the twelve (12) month period and has a subsequent recurrence of the same on-the-job injury, job-related illness or job-related disability, the total combined lost time from work may not exceed fourteen(14) months in the most recent twenty-four (24)month period.

d. On the first full day and the remainder of the week, full compensation coverage will be paid on any work connected injury or illness.

IN WITNESS WHEREOF, we have hereunto affixed our signatures this 5 day of February, 2003.

FOR THE CITY OF RIVIERA BEACH:

BY: _____
MAYOR
MICHAEL D. BROWN

BY: _____
WITNESS
WILLIAM E. WILKINS

FOR NATIONAL CONFERENCE OF FIREMEN AND OILERS:

BY: _____
UNION REPRESENTATIVE
SHARON A. BARMORE MUNLEY

BY: _____
WITNESS
JOE RILEY, JR.

ATTEST:

BY: _____
CITY CLERK
CARRIE E. WARD,
MASTER MUNICIPAL CLERK

RESOLUTION NO. 21-03

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF RIVIERA BEACH, PALM BEACH COUNTY, FLORIDA, AUTHORIZING THE MAYOR AND CITY CLERK TO EXECUTE A THREE YEAR AGREEMENT FOR THE FISCAL YEARS 2002, 2003, AND 2004 WITH THE INTERNATIONAL UNION OF POLICE ASSOCIATION (IUPA) AN ORGANIZATION REPRESENTING LIEUTENANT OF POLICE EMPLOYEES OF THE CITY OF RIVIERA BEACH; AND AUTHORIZING THE FINANCE DIRECTOR TO TRANSFER FUNDS IN THE AMOUNT OF $22,156.00 FOR THE 1ST YEAR COST FROM CONTINGENCY TO THE APPROPRIATE DEPARTMENTAL ACCOUNT NUMBERS; PROVIDING AN EFFECTIVE DATE.

WHEREAS, the City of Riviera Beach has a Collective Bargaining Agreement with the International Union of Police Association (IUPA), an organization representing Lieutenant of Police employees of the City of Riviera Beach; and

WHEREAS, both parties have agreed to make changes to the following Articles, Article 2. Terms of Agreement, 14. Overtime, Article 15. Compensation Overtime, 26. Grievance Procedure, Article 27; Departmental Disciplinary Procedures, Article. 28. Interview procedure, Article 29 Promotion, Article 31. Sick leave, Article 34. Wages, Article 38. Total Agreement, Article 47 Drug testing, and Article 50. Education incentive; and

WHEREAS, the language in the above articles is deleted by strikeouts and the newly proposed language is underscored; and

WHEREAS, all of the other contract articles will remain the same; and

WHEREAS, the Bargaining Agreement shall be for a period of three (3) years - Fiscal Years 2002 -2003, 2003 - 2004, and 2004 – 2005.

AGREEMENT BETWEEN

THE CITY OF RIVIERA BEACH, FLORIDA

AND

INTERNATIONAL UNION OF POLICE

ASSOCIATION

FOR POLICE LIEUTENANTS

CONTRACT YEAR OCTOBER 1, 2003

THROUGH

SEPTEMBER 30, 2005

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PREAMBLE

This contract, entered into by the City of Riviera Beach, Florida hereinafter referred to as the "City", and International Union of Police Association, hereinafter referred to as the I.U.P.A., Employee Organization or Union, has as its purpose:

(1) The promotion of harmonious relationships between the City and the I.U.P.A.

(2) The establishment of an equitable and peaceful procedure for the resolution of differences, and

(3) The establishment of rates of pay, hours of work and other conditions of employment.

Therefore, the Parties mutually and in good faith agree to the following:

ARTICLE 1: RECOGNITION

A. The I.U.P.A. recognizes the City Council as the elected representatives of the citizens of the City of Riviera Beach and the legally constituted authority responsible for determining the purpose, mission, and operation of the city.

B. The City recognizes the I.U.P.A. as the exclusive representative for all sworn police employees in the classification of lieutenant of the Riviera Beach Police Department, as specified in P.E.R.C. order entered in case number RC-97-029 and CA-97-099 issued October 21, 1997, and certification number 1260 (Unit 2) issued June 4, 1999.

ARTICLE 2: TERMS OF AGREEMENT

This agreement shall be effective October 1, 2002, and shall remain in full force and effect through the 30th day of September 2005. The duration of this agreement shall be for a term of three (3) years ending in 2005. The parties agree to reopen negotiations by April 15, 2005. In the event there is no resolution on the contracts, the parties agree to declare impasse and proceed to a resolution of the disputed items by submission of the issues in dispute directly to the City Council by bypassing the impasse procedures outlined in Florida Statutes Chapter 447.

ARTICLE 3: REPRESENTATION OF THE CITY

The City shall be officially represented by the City Manager or a person or person designated in writing to the I.U.P.A. by the City Manager. The City Manager or his designated representative shall have sole authority to conclude an agreement on behalf of the City, subject to ratification by official resolution of the City Commission. It is understood, however, that if the City Manager designates a representative to negotiate with the I.U.P.A., then such designated representative(s) shall be empowered to fully engage in good faith collective bargaining and make tentative agreements subject to final approval by the City Manager and the City Council.

ARTICLE 4: REPRESENTATION OF THE I.U.P.A.

The I.U.P.A. shall be represented by the President or Chairman of the I.U.P.A. or by a person or persons designated in writing to the City Manager by the President or Chairman of the I.U.P.A. The identification of representatives shall be made each year by March 1. The President or Chairman of the I.U.P.A. or person or persons designated by said President shall have full authority to conclude tentative agreement on behalf of the I.U.P.A., subject to ratification of a majority vote of those bargaining unit members voting on the question of ratification. It is understood that the I.U.P.A. representative or representatives are the official representatives of the I.U.P.A. for the purpose of negotiating with the City. Negotiations shall not be entered into with persons other than those described above, regardless of their position or association with the I.U.P.A. The I.U.P.A. agrees to notify the City Manager in writing of any change in the designation of the President or Chairman of the I.U.P.A., or any change in certified representatives of the I.U.P.A. The City recognizes the INTERNATIONAL UNION OF POLICE ASSOCIATION, as the exclusive bargaining agent for the sworn personnel in the unit certified by the Public Employees Relations Commission as stated in Article 1- Recognition.

ARTICLE 5: PREVAILING BENEFITS

All job benefits in effect at the time of the execution of this Agreement, except those that are modified by this Agreement which were heretofore authorized by the City Manager or benefits provided for by ordinance of the City Commissions, not specifically provided for or abridged by this Agreement, shall remain in full force and effect for the duration of this Agreement.

ARTICLE 6: NO STRIKE PROVISION

A. International Union of Police Association agrees not to engage in a strike, work stoppage, slowdown or other form of interference with operation and mission of the City Administration, as prohibited by Florida Statue.

B. Any employee who participates in, or promotes a strike, work stoppage, slowdown or other form of interference with the operation and mission of the City Administration shall be subject to discipline up to and including discharge.

C. In the event of a strike, work stoppage, slowdown or interference as defined presently in the Public Employees Relations Act, Section 447.203 (6) with the operation and accomplishment of the mission of the City Administration, the President of the I.U.P.A. shall promptly and publicly disavow such strike or work stoppage and order the employees to return to work and attempt to bring prompt resumption of normal operations. An authorized I.U.P.A. representative shall notify the City within twenty-four (24) hours after the commencement of such strike, what measures it has taken to comply with the provision or the provisions of this Article.

D. Failure to abide by the terms set forth in this Article, may cause the City Council to terminate this Agreement.

E. Nothing contained herein shall interfere with the exercise of free speech.

ARTICLE 7: MANAGEMENT RIGHTS

The I.U.P.A. recognizes that the City has and will continue to retain, whether exercised or not, the responsibility and authority to operate and manage its affairs in all respects and the powers or authority which the City has not officially abridged, delegated, or modified by the express provisions of this Agreement, are retained by the City. The rights of the City, through its management officials, shall include, but shall not be limited to the following:

A. To manage and direct the employees of the City.

B. To hire, promote, transfer, schedule, assign, and retain employees in positions with the City.

C. To suspend, demote, discharge or take disciplinary action against employees from duties for just cause.

D. To relieve employees from duty because of lack of work, business necessity, funds or other legitimate reasons.

E. To maintain the efficiency of the operations of the City.

F. To determine the methods, means and personnel by which such operations are to be conducted, including the right to contract and subcontract existing and future work.

G. To determine the organization of City government.

H. To determine the number of employees to be employed by the City.

I. To determine the number, types and grades of positions or employees assigned to an organizations unit, department or project.

J. To determine internal security practices.

K. To determine those matters to be covered by the Civil Service System.

L. To determine the minimum manning requirements to provide safety and security to the citizenry of Riviera Beach.

ARTICLE 7: MANAGEMENT RIGHTS (CONTINUED)

1. The City Council has the sole authority to determine the purpose and mission of the City and all its employees and amount of the budget to be adopted. Those inherent managerial functions are prerogatives and policy making rights which the City has not expressly modified or restricted by a specific provision of the Agreement, directly or indirectly, subject to the grievance or bargaining.

2. If, in sole discretion of the City Council, it is determined that civil emergency condition exist, including but not limited to riots, civil disorders, hurricane conditions, or similar catastrophes, the provision of this Agreement may be suspended by the Mayor during the time of the declared emergency, provided that wage rates and monetary fringe benefits shall not be suspended.

3. It is understood by the Parties that every incidental duty connected with operations enumerated in job descriptions is not always specifically described, and the employees at the discretion of the City, may be required to perform duties not within their job description.

4. Delivery of municipal services in the most efficient, effective and courteous manner is of paramount importance to the City of Riviera Beach. Accordingly, the union agrees that it will instruct its members to work diligently in order that the services performed meet the above standards.

5. Those inherent managerial functions, prerogatives and policy making rights of the City are not in any way directly or indirectly under this contract subject to infringement.

ARTICLE 8: HOLIDAYS

The City shall recognize the following days as Holidays:

1. New Year's Day
2. Dr. Martin Luther King's Birthday
3. Washington's Birthday
4. Memorial Day
5. Independence Day
6. Labor Day (First Monday in September)
7. Veteran's Day
8. Thanksgiving Day (Fourth Thursday in November)
9. Friday following Thanksgiving Day
10. Christmas Day (December 25th)
11. Employee's Birthday

Employees must work their scheduled day before and their scheduled day after the holiday in order to be paid for the holiday, (unless excused by the Department Head), or on their scheduled days off. Holidays, when worked, shall be paid at the rate of double-time and one half the employees normal hourly rate. Employees not working holidays will be compensated for eight (8) hours at their normal hourly rate. The day on which the above holidays will be observed will be determined by the City. Holiday pay is applicable on the day the City observes the holiday.

ARTICLE 9: COMPASSIONATE LEAVE

A. In the event of the death of the mother, stepmother, father, stepfather, brother, stepbrother, sister, stepsister, spouse, son, stepson, daughter, stepdaughter, grandparent, mother-in-law, or father-in-law, of a regular full time employee, said employee shall be entitled to paid compassionate leave, not to exceed three (3) working days for any one death.

B. Five (5) days shall be granted if the employee is in attendance at the funeral and such funeral is held more than 250 miles away.

C. The City Manager may grant additional leave under this section if the circumstances warrant it. However, the City Manager's determination under this section shall be final and not subject to the grievance procedure.

ARTICLE 10: WORKING CONDITIONS

The City shall endeavor to maintain the comfort of the employee through maintenance of air-conditioning and heating units, and insure vehicles are maintained in a safe reliable condition through an established maintenance reliability program as determined by the Police Chief or designee.

ARTICLE 11: BULLETIN BOARD

The City shall allow space within the confines of the Police Department Squad Room for a bulletin board for INTERNATIONAL UNION OF POLICE ASSOCIATION notices. No derogatory or demeaning information shall be posted on the bulletin board. The Chief of Police or Assistant Chiefs of Police (Chiefs) shall determine which information shall be posted. The Chiefs' judgment shall not be arbitrable.

ARTICLE 12: VACATION

A. The parties hereto agree that each employee, after his first six months of service and continuing through the fifth year of service, shall accrue paid vacation at the rate of one (1) day per month of employment to a maximum of twelve (12) days per year. Thereafter, paid vacation days will accrue according to the following schedule:

AMOUNT OF SERVICE	# OF DAYS PER YEAR	HOURS ACCUMULATED PER YEAR	HOURS ACCUMULATED PER WEEK
7-12 months	6	48.0	1.848
1-5 years	12	96.0	1.848
6 years	13	104.0	2.000
7 years	14	112.0	2.152
8-10 years	15	120.0	2.308
11 years	16	128.0	2.460
12 years	17	136.0	2.616
13 years	18	144.0	2.768
14 years	19	152.0	2.924
15 years or more	20	160.0	3.076

B Employees are eligible to take vacation upon completion of the one (1) year probationary period.

C. An employee utilizing at least five (5) days of vacation during the previous fiscal year may elect to receive payment, in lieu of vacation, for up to 50% of any remaining accrued vacation time. The employee must make this election in October, of the current fiscal year. Payment will be made by December 31st of the election year. Payment will be at the employee's current rate of pay, as of date paid and will not be affected by any subsequently adopted retroactive pay increases. Any unused or unpaid vacation leave shall remain in the employee's vacation leave accrual account.

D. The maximum number of vacation days an employee may accumulate shall be twice his/her annual rate of accrual.

ARTICLE 13: COURT PAY

The City shall pay at a rate of time and one half overtime to employees required to attend county and/or circuit court while off duty, stemming from actions arising from duty hours, with a minimum of two (2) hours for such overtime.

ARTICLE 14: OVERTIME

The City shall compensate each employee at the rate of time and one half per hour for all hours worked in excess of forty (40) hours per week. Holidays, vacations, and compensation time will not be considered as days worked for overtime compensation.

For the fifteen (15) minute lineup time per day, the City agrees to pay three (3) hours at the end of the week to each police officer required to attend lineup, at straight time pay and the City further agrees it will not increase the lineup time of fifteen (15) minutes per day without the consent of the I.U.P.A. and re-negotiation on this clause.

ARTICLE 15: COMPENSATION OVERTIME

A. Employee shall be entitled to payment in cash for overtime hours as outlined in Article 14 unless, by mutual consent of the employee and supervision, compensatory time credit is taken in lieu of cash payment. In such cases, one and one-half hours of compensatory time credit shall be provided the employee for each hour of overtime worked.

B. Compensatory time off must be taken in the same fiscal year in which compensatory time credit is earned. Compensatory time credit shall not be carried over into the next fiscal year. Payment for any accumulated compensatory time credit, for which the time off has not been taken, will be made in the last pay period of the fiscal year.

C. Total accumulated compensation time credit shall not exceed sixty (60) hours, (i.e., forty (40) hours of employment at time and one-half) per fiscal year 2002/2003 for any one employee at the rank of Lieutenant.

D. Total accumulated compensation time credit shall not exceed seventy five (75) hours (i.e. fifty (50) hours of employment at time and one-half) per fiscal year 2003/2004 for any one employee at the rank of Lieutenant.

E. Total accumulated compensation time credit shall not exceed ninety (90) hours (i.e. sixty (60) hours of employment at time and one-half) per fiscal year 2004/2005 for any one employee at the rank of Lieutenant.

ARTICLE 16: LINE OF DUTY INJURIES

A. The City agrees to carry full Worker's Compensation coverage for all employees, as required by Florida Statutes.

ARTICLE 17: HAZARD DUTY PAY

A. The City shall compensate each motorcycle officer and K-9 officer at the rate of ten dollars ($10.00) per week for K-9 and motorcycle duty so long as the officer is so assigned. Officers will be paid the ten dollars ($10.00) per week in the pay check following performance of the assigned duty.

B. The Union and the City agree that effective June 27, 1992, officers who are assigned K-9 dogs will be compensated five (5) hours per week at straight time rate for the care and upkeep of the animal. These five (5) hours shall represent all compensation the employee shall receive during a seven (7) day period for the care and upkeep of the animal. When the employee is on duty, the employee's work hours will be adjusted to insure that the care and upkeep of the animals will be performed on duty. Nothing herein precludes the City from releasing the K-9 officer from his shift one (1) hour per day for the care and upkeep of the animal. Where the officer is released from police duty during his shift, the five (5) hours shall serve to satisfy the compensation for the officer for all work related to the care and upkeep of the animal for the seven (7) day period.

ARTICLE 18: CLOTHING ALLOWANCE

Employees required to wear plain clothes as a part of their duty shall, in November of each calendar year, receive a five hundred dollar ($500.00) clothing allowance. This payment shall be a lump sum payment.

Any employee leaving plain clothes assignment or the employment of the City for any reason shall return, on a prorated basis, clothing allowance funds for the remainder of the fiscal year. The City shall have the right to deduct from the employee's final pay check an amount equal to the prorated clothing allowance.

Those employees remaining in the employ of the City who are no longer eligible for the plain clothes allowance may have their prorated amount deducted from their weekly pay check in equal installments until the full amount is repaid.

ARTICLE 19: CLEANING ALLOWANCE

A cleaning allowance of thirteen dollars ($13.00) per week shall be paid to each employee.

ARTICLE 20: EVIDENCE STORAGE

The City, realizing the necessity of storing evidence to be used in criminal cases, shall provide a location to maintain evidence in pending cases of sufficient size as not to hamper storage of the employee's official equipment in the personnel equipment locker.

ARTICLE 21: SAFETY

Police vehicles will not be placed into operation if they are unsafe pursuant to Florida State Statues definition of defective or unsafe equipment.

The employee shall have the right to call to the attention of the shift lieutenant the following items not in good working order:

1. Tires
2. Brakes
3. Steering (front-end)
4. Radio - not transmitting or receiving
5. Windshield wipers and washers (when necessary)
6. Lights, external and internal
7. Motor mounts

The lieutenant will then pull the vehicle from the City's service, if he deems it necessary. The vehicle will remain out of City service until repaired.

Nothing in this Article shall prohibit the City from removing any vehicle from service, at any time the City may feel it is necessary.

Any employee who observes or suspects an unsafe condition regarding a motor vehicle will report same to his immediate supervisor and will immediately complete a Vehicle Repair notice. A copy of the completed Notice shall be placed inside the vehicle in a conspicuous location and a copy will be provided to the shift supervisor.

ARTICLE 22: PHYSICAL FITNESS

The I.U.P.A. realizes the need for a physical fitness program, and further recognizes that to be physically fit is a condition of employment.

The City shall have the right to implement a physical fitness performance evaluation prior to accepting new employees. All employees are expected to participate in the prescribed physical fitness program in order to maintain their capacity to provide effective services.

The City will endeavor to formulate a fitness program flexible enough to take into consideration the age, health, and disability of the employee.

ARTICLE 23: ON CALL

Those employees who are not provided with a take home vehicle by the City will be paid at the rate of time and one half for a minimum of three (3) hours, if the employee is called out beyond regular duty hours.

No detective will be called out unless a class one crime is committed or unless deemed necessary by the division commander.

Employees who are provided take home vehicles will not be provided call out pay. However, the employee shall be compensated for call out at straight time provided he/she does not exceed the forty (40) hour work week.

ARTICLE 24: FIELD TRAINING OFFICER

The City shall compensate each training officer at the rate of fifty dollars ($50.00) per week for training so long as the officer is so assigned and provided the officer has successfully completed the Field Training Officer's Course.

ARTICLE 25: SENIORITY AND PERSONNEL REDUCTION

A. Seniority shall be defined as the total length of continuous service in the Police Department. Seniority shall continue to accrue during all types of compensable leave, approved by the City. Approved leaves of absence without pay shall not count towards the accrual of seniority.

B. Employees shall lose their seniority as a result of the following:

1. Termination
2. Retirement
3. Resignation
4. Lay-off exceeding six (6) months
5. Failure to report to the Dept. of Human Resources intentions of returning to work, within five (5) days of receipt of recall, as verified by Certified Mail, Return Receipt.
6. Failure to report from Military Leave within the time limits prescribed by law.

C. The City Council will determine the classification and numbers of employees to be laid off. When the lay-off occurs, probationary employees shall be laid-off first, and then regular, full time employees, in the inverse order of their seniority at the time of the lay-off. Probationary employees shall have no recall rights.

Lay-offs shall be by seniority except where lay-off adversely impacts the City's ability to comply with minimum requirements to provide safety and security to the citizens of Riviera Beach.

In the event that two (2) or more employees affected have the exact same amount of seniority, the higher current performance rating shall prevail.

D. Bumping Rights - Any employee who is scheduled for lay-off or whose job has been eliminated, or is replaced on his present job by a more senior employee, shall be entitled, if qualified, as determined by the Chief of Police, to replace an employee junior in seniority in any position of the same or lower rank.

E. Recall - Employees on lay-off status will retain recall rights for six (6) months. Employees will be notified of their recall by Certified Mail to the last address in the employee's records.

Within five (5) work days of a Certified Receipt date, laid off employees must signify in writing, their intention of returning to work, to the Dept. of Human Resources. Failure to respond to the notice within the prescribed time limits previously stated above, shall constitute a resignation by the employee.

Recall will be offered to laid off employees provided they are physically qualified and able to perform all of the duties of the job.

When employees are recalled from lay-off, the employee with the greatest seniority in the classification, shall be recalled first.

ARTICLE 26: GRIEVANCE PROCEDURES

It is recognized that due to the many procedures involved in administering an agency, there are occasions when differences arise regarding the spirit and intent of the particular directives or actions. The grievance process must be available to all members who feel they have been treated unjustly or unfairly. It also provides the Department with an opportunity to clarify the directive or action, if necessary.

I. DEFINITIONS

1. Grievance Procedure is a procedure for the resolution of any dispute or misunderstanding arising from the application or interpretation of any current collective bargaining agreement between the I.U.P.A. and the City.

2. The term "employee" includes an individual within the bargaining unit covered by this Agreement.

3. The term "day" when used in this procedure, shall mean calendar days, Monday through Friday, excluding holidays.

II. GRIEVANCE AND ARBITRATION PROCEDURES

A. Grievance and arbitration procedures for affected personnel of the Department will be in accordance with the current applicable collective bargaining agreement.

B. The collective bargaining unit has an appropriate form to be completed when a member desires to file a grievance. These forms are to be utilized for initiating all grievances.

ARTICLE 26: GRIEVANCE PROCEDURE (CONTINUED)

A grievance shall be processed as hereinafter provided:

Step 1. Within seven (7) working days of the application or interpretation of any current collective bargaining agreement between I.U.P.A. and the City, the member will present, in writing, the grievance to the member's immediate supervisor who will acknowledge the receipt of the grievance by signing the grievance and noting the time and date of the grievance. Within five (5) working days of receipt of the grievance, the supervisor will notify the employee of his decision, in writing.

Step 2. If the grievance has not been satisfactorily resolved verbally in Step 1, the I.U.P.A. or its representative or the employee, shall present such written grievance to the employee's division commander within five (5) working days from the time the response was due in Step 1. The division commander shall meet with the I.U.P.A. or the employee, or shall respond to the I.U.P.A. in writing five (5) working days from the receipt of the grievance.

Step 3. If the grievance has not been satisfactorily resolved in Step 2, the I.U.P.A. may present a written appeal to the department head within nine (9) working days from the time the response was due in Step 2. The Chief of Police or designee shall meet with the I.U.P.A. representative and shall respond in writing to the I.U.P.A. within nine (9) working days from the receipt of the appeal. Any grievance not processed in accordance with the time limits provided shall be considered conclusively abandoned.

Step 4. In the event the grievant is not satisfied with the disposition of the grievance at Step 3, or if no disposition has been made within the time limits as provided in Step 3, the I.U.P.A. may submit the grievance appeal to the City Manager or designee within seven (7) days from the time the response was due in Step 3. The City Manager or designee shall indicate in writing the disposition of the grievance to the grievant/I.U.P.A. within twelve (12) days from the receipt of appeal from the department head.

Step 5. In the event that the I.U.P.A. is not satisfied with the disposition of the grievance at Step 4, or if no disposition has been made within the time limits as provided for in Step 4, the I.U.P.A. may submit the grievance to arbitration, using the Federal Mediation and Conciliation Services (FMCS). I.U.P.A. shall file such request with both the City Attorney and City Manager no later than seven (7) working days after the City Manager's response is due in Step 4 of the grievance procedure. The arbitration proceeding shall be in accord with the rules of FMCS.

If the City Manager does not agree that the matter is arbitrable, notification shall be sent to the I.U.P.A. of such within twelve (12) days of receipt of the I.U.P.A. request to proceed to arbitration. The parties agree that in such an instance, an arbitrator will be selected according to the rules of FMCS, to determine solely the question of arbitrability. Such decision shall be based solely on written briefs, exhibits and affidavits submitted by the parties, with no oral argument allowed.

In the event the arbitrator finds the grievance not arbitrable, the I.U.P.A. will take no further action regarding the arbitrability of the grievance.

If there is no objection by either party to the arbitrability of the grievance, and the above mentioned procedure has been fully complied with or results in a determination that the grievance arbitrable, the parties shall proceed to arbitrate the grievance.

The arbitrator shall have no power to add to, subtract from, modify or alter the terms of the Agreement. The arbitrator shall have no authority to consider or rule upon any matter which is stated in this Agreement "not" to be subject to grievance procedure or arbitration or which is not specifically covered by this Agreement; nor shall this collective bargaining agreement be construed by an arbitrator to supersede applicable laws in existence at the time of this Agreement. The arbitrator may not issue declaratory or advisory opinion and shall confine himself exclusively to the question which is presented to him, which question must be actual and existing. The arbitrator shall render his decision in writing within thirty (30) days, or as soon as possible after the close of the arbitration hearing, and shall furnish a copy to the City and the I.U.P.A. Both parties agree that the decision of the arbitrator shall be final and binding. The fees and expenses of the arbitrator shall be shared equally by the City and the I.U.P.A.

All other expenses shall be borne by the party incurring them, and neither party shall be responsible for the expense of witnesses called by the other.

B. GENERAL PROVISIONS

1. The time limits provided in this Article shall be strictly observed, unless extended by written agreement by the parties. Failure of the I.U.P.A. or grievant, whichever is appropriate, to proceed with the grievance within the times herein before provided, shall result in the dismissal of the grievance. Failure of the City or its representatives to respond within the times provided, shall entitle the I.U.P.A. or grievant, whichever is appropriate, to proceed to the next step in the grievance procedure.

2. All grievances shall be processed during times which do not interfere with, or cause interruption of an employee's work responsibilities.

3. The filing of a grievance shall in no way interfere with the right of the City to proceed to carry out its management responsibilities, subject to the final resolution of the grievance. The employee shall abide by the management decision involved in any grievance, prior to and during the time the grievance has been filed, and shall not discontinue his duties prior to or during the time a grievance is being processed. A grievance may be withdrawn by the grievant or the I.U.P.A. at any time, and at any step of this procedure, provided, however, the same grievance may not be filed the second time by the same parties, after the grievance has been withdrawn.

4. The date of disposition shall be the date on which the immediate supervisor or other management official delivers the disposition to the I.U.P.A. or grievant, whichever is appropriate, or the date of postmark in those instances where

delivery is by U.S. Mail.

5. The commencing of legal proceeding against the City in a court of law or equity, or before the Public Employees Relations Commission or any other administrative agency, by an employee or the I.U.P.A. for misapplication or misinterpretation of the terms of this Agreement, shall be deemed an election of remedy and shall be deemed a waiver by said employee or the I.U.P.A. of its/their right to resort to the grievance and arbitration on procedure contained in this Agreement.

6. Employees are only permitted to utilize the grievance process beyond the City Manager's level after rendering of a decision for suspensions (with or without pay), discharges, or reductions in class or pay.

7. In the event that an employee proceeds with a grievance to an arbitrator, on a challenge to disciplinary action in accordance with paragraph number 6 above, the arbitrator's authority is limited to deciding whether the City had just cause to discipline the employee. The arbitrator's decision on this issue is to be decided based upon substantial competent evidence that:

A. The employee violated the applicable Code of Ethics, work rules, regulations or policies.

B. Whether the offense falls into the category of discipline which was imposed.

If the arbitrator finds that the City has met its burden under A and B above, then the arbitrator is not authorized to modify the discipline imposed on the employee.

C. I.U.P.A. is the exclusive bargaining agent for all certified officers of the Police Department and the parties agree that the City may refuse to recognize any grievance not previously reviewed, approved and filed by I.U.P.A.

Any member believing that there is a grievance shall discuss the matter with his immediate supervisor and attempt to resolve the stated concern. If the concern is not resolved through discussion with the immediate supervisor, the grievance shall be presented to I.U.P.A. for its consideration as a grievance.
If I.U.P.A. does not accept handling the grievance based upon membership in I.U.P.A., the employee may proceed with their own representative.

ARTICLE 27: DEPARTMENTAL DISCIPLINARY PROCEDURES

The Riviera Beach Police Department has established a uniform system for counseling, administering discipline, and providing remedial training to Department members. Included are the rights of the accused member and the appeal procedure for disciplinary actions. Commanders, administrators, and supervisory members are given authority to fulfill their assigned responsibilities and are expected to exercise their authority to that end. Members of this Department are to conform to, and comply with, agency directives.

I. **DEFINITIONS:**

A. Discipline - The process whereby the employer ensures that each member's behavior conforms to standards established by the employer, including compliance and adherence to Departmental rules, regulations, directives, and policies.

B. Disciplinary Variance - For each violation, consideration will be given to the severity of the misconduct, the time between violations, the length and quality of service, the willingness to improve, the ability to improve, the attitude of the member, the intent of the misconduct and gain the member receives as a result of the misconduct, and the overall work performance of the member.

II. **LEVEL OF AUTHORITY FOR DISCIPLINE:**

A. Final disciplinary authority and responsibility For Department members rests with the City Manager. All supervisors are held responsible for any discipline administered at any level below them within their span of control.

B. Supervisors may exercise the following disciplinary measures, upon members, under their control:

1. Chief of Police:
   a. non-punitive discipline,
   b. emergency relief from duty,
   c. recommendation for suspension for not more than 30 days during any twelve-month period,
   d. recommendation for reduction in pay,
   e. recommendation for demotion in rank, and
   f. recommendation for dismissal from the Department.

2. First level supervisor through Assistant Chiefs of Police:
   a. non-punitive discipline
   b. recommendation for punitive discipline.

3. Lieutenants through Assistant Chiefs:
   a. have the authority to impose emergency supervision.

III. **DISCIPLINE, COUNSELING, AND RETAINING:**

A. Verbal Counseling or Reprimand - A non-punitive measure of discipline issued by members of superior rank or authority for infractions or violations of rules, regulations, policies or directives or to educate a member about a deficiency. Verbal reprimands and

counseling are documented on an Employee Warning and maintained in the member's personnel file.

B. Remedial Training - A non-punitive measure which may be recommended by a member of superior rank or authority within the chain of command of the member's division or bureau or by Training Officer(s) or a Field Training Officer when the subject is participating in a defined course of training. Remedial training is required to correct a specific deficiency usually identified by testing or any other evaluation method used during training or supervisory evaluation during routine job performance. The recommendation for remedial training is appropriate when a violation was caused primarily by the member being inadequately prepared for the member's responsibilities. The specific nature and procedure for remedial training will be determined by supervisors and/or training officers and documented by memorandum. The memorandum will be maintained in the member's training file.

C. Written Reprimand - A punitive measure which is recommended by a member of superior rank and authority for more serious infractions of rules, regulations, directives or standard operating procedures, or for repeated procedural error in the line of duty. The Chief of Police reserves the right to review the circumstances surrounding a written reprimand and may agree with, impose stricter punishment, or void the reprimand. The written reprimand is documented on an Employee Warning Form and maintained in the member's personnel file.

D. Suspension - (with or without pay) A punitive which may be recommended by the Chief of Police and approved by the City Manager in accordance with provisions in the City's Police Department Policy and Procedures Manual and the City Code of Ordinances. The suspension is documented on a Notice of Intent to Render Disciplinary Action form and maintained in the member's personnel file.

E. Reduction in Pay - A punitive action which may be recommended by the Chief of Police and approved by the City Manager in accordance with provisions in the City's Police Department Policy and Procedures Manual and the City Code of Ordinances. Reduction in pay will be within the salary range for the classification. It may be imposed for disciplinary purposes or when a member's quality of work does not conform with the required standards. A reduction in pay is documented on a Notice of Intent to Render Disciplinary Action form and maintained in the member's personnel file.

F. Demotion - (Reduction in Class) A punitive action which may be recommended by the Chief of Policy and approved by the City Manager in accordance with provisions in the City's Police Department Policy and Procedures Manual and the City Code of Ordinances. Demotion will be considered when the conduct of a member is unbecoming of the member's rank/position and is a serious act of misconduct or an improper or unlawful act. A demotion is documented on a Notice of Intent to Render Disciplinary Action form and maintained in the member's

personnel file.

G. Dismissal - A punitive action which may be recommended by the chief of Police and approved by the City Manager in accordance with provisions in the City's Police Department Policy and Procedures Manual and the City Code of Ordinances. A specific reason for dismissal is not required for probationary members who are dismissed for failing to meet probationary standards. The dismissal Is documented in the member's personnel file.

1. When a member is dismissed, the following will be made available to the member in writing:
    a. reason for dismissal:
    b. policy or rule violated by the member'
    c. effective date of dismissal; and
    d. status of fringe and retirement benefits after dismissal.

H. Notices of Intent to Render Disciplinary Action and Notifications of dismissal are maintained as follows:
1. The original is maintained in the member's personnel file in the Human Resources Department.
2. A copy is maintained in the member's personnel file at the Police Department.
3. A copy is given to the member.
4. A copy is maintained in the member's Internal Affairs file, when applicable.

J. Reports of final disciplinary actions that are punitive in nature will become a permanent part of the member's personnel file and the Internal Affairs name file.

IV. **ADMINISTERING DISCIPLINE:**

A. All sworn members of the Department are subject to discipline under the provisions of this directive. Any member who violates the Oath of Office, the law of the United States, the State of Florida, or the City of Riviera Beach, any provisions of the City's Police Department Policy and Procedures Manual, or the City Code of Ordinances, who is unlawful or improper in their conduct toward members or citizens, or who is incompetent in the performance of their duties, is subject to disciplinary action.

B. All disciplinary actions imposed will be commensurate with the severity of the offense coupled with due consideration of the member's prior performance record. Disciplinary actions taken will be progressive in application, except:

1. When a violations of a serious nature occur, the actions may include immediate removal from duty. These violations include, but are not limited to: criminal misconduct, theft, domestic violence, insubordination, sabotage, any threat to Department Members or the public, and suspected drug or alcohol use while on duty. When the investigation substantiates the validity of the charges, the above violations are cause for dismissal. Depending on the seriousness of the offense, and even if it is a first offense, discipline of a progressive nature is not required.

2. The Chief of Police reserves the right to change the duty status of the accused members until the investigation is completed.

C. When any supervisor becomes aware of or is assigned to Investigate a member with a disciplinary problem, the supervisor will thoroughly investigate the incident and ascertain if disciplinary action is necessary.

D. If a verbal reprimand or counseling is decided upon, the Supervisor will meet with the member to administer or counseling. The reprimand or counseling will be documented on an Employee Warning form and placed in the member's personnel file.

E. If the supervisor feels a written reprimand is appropriate, the supervisor documents the alleged improper allegations(s) and recommendation(s) in memorandum form and forwards it through the affected member's chain of command to the Chief Of Police or a designee.

1. The Chief of Police or a designee may approve or revise the recommended disposition.
2. When the Chief of Police or a designee agree that the punishment be a Written Reprimand, the Division Commander or Shift Commander will prepare an Employee Warning Form and serve it to the member.

F. If a suspension, dismissal, or reduction in classification or pay is being considered, the supervisor will:

1. Document the allegation(s) and recommendation(s) in memorandum form and forward it through the affected member's chain or command to the Chief of Police or

designee. The Chief of Police or a designee may approve or revise the recommended disposition.

a. The Chief of Police may consult with the Human Resources Department and the City Attorney if the Punishment is a suspension for a significant amount of time (with or without pay), discharge, Or reduction in classification or pay.

2. After the Chief of Police has determined a disposition, the Bureau Commander or a designee will prepare a Notice of Intent to Render Disciplinary Action or a written notification of dismissal and serve to the member.

   a. If the member desires a Disciplinary Review Hearing, the Chief of Police or a designee will schedule the hearing no less than five (5) regular business days in advance following the Notice of Intent to Administer Discipline and that said Review Board shall within 15 working day of its conclusion render its written recommendation to the Department. Should the accused employee request to continue a hearing or delay its convening, then it is agreed that the City has the right to impose the proposed penalty immediately. If the penalty is imposed should the employee prevail on the employee's grievance, the employee shall be made whole for any loss sustained.

   b. The member may elect to submit a written statement instead of having a hearing or may, in writing, waive the hearing.

   c. If the member refuses to sign the Receipt for Hand Delivered City Correspondence, the member Will be charged with insubordination.

V. **NOTICE OF DISCIPLINARY ACTION AND APPEALS PROCESS:**

A. Disciplinary Review Hearing:

1. All classified non-probationary member are entitled to a Disciplinary Review Hearing as provided in Section 2-138 of the City Riviera Beach Code of Ordinances for all instances of misconduct other than those reported and/or Initiated by private citizens, prior to the imposition of only the following internal disciplinary actions: suspensions (with or without pay), dismissal, or reductions in class this hearing is not a question and answer session, as the investigation into the matter has been completed. Rather, it is an opportunity for the member to offer mitigating circumstances as to why the member should not be subject to punitive measures.
2. The hearing officer will be a Major or above in rank, and not from the same division as the member who is the subject of the hearing.
3. Sworn members who are the subject of the disciplinary Review Hearing may not have a firearm in their possession while they attend the hearing or any related meeting.
4. Any Disciplinary Review Hearing may be taped recorded.

B.DISCIPLINARY ACTION:

After imposition of any discipline in accordance with this Article, the affected member may utilize the procedures under Article 26. Grievance Procedures or avail themselves of any procedures outlined in the City's then existing Code of Ordinances.

ARTICLE 28: INTERVIEW PROCEDURE

Where an investigation is initiated by the City of Riviera Beach Police Department against an employee where a formal statement under oath is elicited from the accused employee, the interview shall be conducted under the following conditions:

A. The interview shall be conducted at a reasonable hour, preferably while the accused is on duty, unless the seriousness of the investigation is of such degree that an immediate action is required. The City shall endeavor to the best of its ability to interview on duty.

B. The investigating officer shall designate the location at which the interview shall take place. It shall be at (1) the office of the command of the investigating officer; or (2) the station, bureau of unit in which an incident allegedly occurred.

C. The accused shall be informed of the rank, name and command of the officer in charge of the investigation, the interviewing party and all persons present during the interview. All questions directed at the accused shall be asked by and through one (1) interviewer at any one time.

D. The accused shall be informed of the nature of the investigation prior to any interview, and given the names of all known complainants.

E. The interview shall be for reasonable periods and shall be timed to allow for such personal necessities and rest periods as are reasonably necessary.

F. The accused shall not be subjected to abusive or offensive language or threatened with transfer, dismissal or other disciplinary actions. No promise, reward or threat of action shall be made as an inducement to answering any question.

G. The complete interview shall be recorded and there shall be no unrecorded questions or statements. The accused retains the right to record the complete interview.

H. No mechanical device, including but not limited to, polygraph, psychological stress evaluator, et al, shall be forced onto an accused, nor shall disciplinary action be taken against an accused who refuses to submit to such testing.

I. At the request of the accused, the accused shall have the right to be represented by counsel or any other representative of the accused choice during the entire interview.

J. Where an attorney or employee representative is requested but cannot be present within four (4) hours of notification of the interview, the employee shall be required to obtain another employee representative or counsel within the above four (4) hour time frame. When an employee representative or counsel is present, they shall not have the right of cross examination.

ARTICLE 29: PROMOTIONS

Advancement beyond the level of Lieutenant shall be made by appointment.

ARTICLE 30: HOLIDAY COMPENSATION TIME

The City shall allow accumulated compensation time for each employee requesting compensation time instead of paid overtime for holidays.

The holiday compensation days will not be taken in conjunction with vacation time unless a specific waiver is approved by the Chief of Police or his designee.

Only seven (7) holiday compensation days can be taken at one time and only seven (7) compensation days can be taken over to the next year.

Any compensation time request shall be at the discretion of the Police Chief or designee. No more than seven (7) days can be accumulated at any one time. If the employee is eligible for any additional days the employee will either be paid at the rate of double time and one half the employee's normal hourly rate or the employee will be allowed time off at the employee's request subject to the discretion of the Police Chief or designee.

ARTICLE 31: SICK TIME

A. Employees who have satisfactorily completed six (6) months of their probationary period, shall earn one (1) day of sick leave for each month of continuous services, commencing the first of the month following their probationary period, with no limitations on maximum accumulated days.

B. Employees who have satisfactorily completed six (6) months of their probationary period, and who incur a non-duty sickness or disability shall receive sick leave as accrued with full pay. Such sick leave shall be charged against the employee's accrued sick leave. Duty related sickness, injuries or disabilities which are determined to be covered by worker's compensation, shall not be charged to the accumulative sick leave of the employee.

C. Employees shall be paid fifty percent (50%) of any unused sick leave days, up to one hundred thirty-two (132) days, upon termination of employment, for other than disciplinary reasons. Regular full time employees of the rank of Lieutenant with twenty (20) years or more service shall be paid one-hundred percent (100%) of any unused sick leave days, up to one hundred thirty-two (132) days, upon termination of employment, for other than discharge. Such sick leave payment shall be at the employee's current regular rate of pay.

D. If an employee who has satisfactorily completed his/her probationary period is discharged for cause, the employee will not receive any compensation for unused accrued sick leave.

E. Absence for any three (3) consecutive working days shall require a doctor's certificate upon returning to work. Such certificate shall specify the medical reason why the employee was absent from his/her regular duties and was unable to perform work.

F. Whenever, in the judgement of the Police Chief or designee, sick leave may appear to be abused, or where any employee regularly uses his/her sick leave as it is earned, the employee requesting such sick leave may be required to furnish competent medical proof for such absence. Prior to sick leave pay being granted, a conference will be held with the Police Chief or designee. Such competent medical proof shall include a physician's statement attesting to the employee's inability to perform work on the day(s) of absence and the medical reason for such.

The definition of abuse shall include but not be limited to, when an employee consistently takes sick days before or after their regular days off, or sets a pattern of taking certain days off each month.

G. Abuse of sick leave, or a false claim for sick leave, may be considered cause for disciplinary action.

H. An employee who is absent from work shall notify the Police Chief of such absence. If possible, the absence should be reported prior to the start of any scheduled shift.

I. Failure on the part of the employee to timely notify the department of any absence for which sick leave is claimed, and/or failure to provide medical documentation in a form and manner acceptable to the department, shall result in a denial of sick leave.

J. Any employee accruing at least thirty (30) days of sick leave at the beginning of a fiscal year, may elect to be paid for six (6) days accrued during the subsequent year provided at the end of the subsequent year the employee has at least thirty (30) days in his/her sick leave account. This selection must be made in October. Payment will be at the employee's current rate of pay as of date paid and will not be affected by any subsequent adopted retroactive pay increase. The remaining days shall be added to the employee's sick leave accrual account.

K. Any employee who has accrued at least sixty (60) days sick leave at the beginning of a fiscal year may elect to be paid for nine (9) days accrued during the subsequent year provided at the end of the subsequent year the employee has at least sixty days in his/her sick leave account. The selection must be made in October. Pay will be at the employee's current rate of pay as of date paid and will not be affected by any subsequently adopted retroactive pay increase. The remaining days shall be added to the employee's sick leave accrual account.

I. Any employee employed at the beginning of the fiscal year, and who has accrued less than thirty days of sick leave, may elect to be paid for three (3) days of accrued leave. In order to elect to be paid, the employee must not have used more than two (2) days of sick leave in the preceding year. The election must be made in October. Payment will be at the employee's current rate of pay as of date paid and will not be affected by any subsequently adopted retroactive pay increase.

ARTICLE 32: LOCKER SPACE

The City shall allow one (1) standard size police locker within the confines of the Police Department for International Union of Police Association Property.

ARTICLE 33: BREATHALYZER OPERATORS

Breathalyzer operators shall be compensated at a rate of time and one half their regular rate of pay at a minimum of two (2) hours, for each time called out to administer a test.

The City shall pay six (6) hours at time and one-half for each breathalyzer operator who attends the mandatory annual refresher course when off duty.

ARTICLE 34: WAGES

SECTION 1. Effective October 1, 2002, for the Fiscal Year 2002-2003 Contract Year, the Employer will increase the minimum and maximum pay range based on the DMG study and in addition will adjust the individual employee's 2001/2002 wages by creating a step range which increases the employee's salary by three percent (3%) up to the maximum of the pay range. (See Appendix A for pay range).

In addition, the City and the Union agree to suspend the merit plan for 2002/2003 contract year. Employees will be evaluated during this period, but the evaluation will not be used to grant a merit pay increase but will be utilized for the purpose of validating the evaluation tool for implementation and training provided during this suspension period.

There will be no further across the board wage adjustments during the 2002/2003 Contract Year.

Effective October 1, 2003, for the Fiscal Year 2003-2004 Contract Year, the Employer will adjust the individual employee's 2002/2003 wages by three percent (3%) up to the maximum of the pay range. In addition, the salary schedule will be increased by three percent (3%). Also, during the 2003/2004 year, effective on the anniversary date of each individual employee, the employer will pay merit increases as follows:

Outstanding	3.0%
Excellent	2.0%
Satisfactory	0%

ARTICLE 34: WAGES CONTINUED

Employees who are at the maximum of the pay grade when the two percent (2%) or three (3%) is applied shall receive the two percent (2%) or three percent (3%) in a lump sum payable on the employee's anniversary date.

There will be no further across the board wage adjustments during the 2003/2004 Contract Year.

Effective October 1, 2004, for the 2004-2005 Fiscal Year, the Employer will adjust the individual employee's 2003/2004 wages by three percent (3%). Also, during the 2004/2005 Contract Year, effective on the anniversary date of each individual employee, the employer will pay merit increases as follows:

Outstanding	3.0%
Excellent	2.0%
Satisfactory	.0%

Employees who are at the maximum of the pay grade when the two percent (2%) or three (3%) is applied, shall receive the two percent (2%) or three percent (3%) in a lump sum payable on the employee's anniversary date.

There will be no further across the board wage adjustments during the 2004/2005 Contract Year.

ARTICLE 34: WAGES CONTINUED

Employees who are rated unsatisfactory during any contract year, will not be eligible for advancement. Employees who are of the opinion that their evaluation is inappropriate, must submit a written request to their evaluating supervisor to contest their rating within ten (10) working days after receiving their evaluation. The written request shall set forth the specific reasons for the objection along with any necessary documentation. The supervisor has ten (10) working days to review the objection and resolve the issue. If the employee is not satisfied by the resolution, the employee may appeal by one (1) of the following two (2) procedures:

(1) If the employee received an unsatisfactory rating, the employee shall set forth in writing, the steps taken to improve the performance after advised by the supervisor. Unless improvement was made by the employee, the unsatisfactory rating may be appealed. The employee may submit the appeal in writing to the Chief of Police within five (5) working days from the date the employee received the evaluator's denial of the employee's objection to the evaluation. The Chief of Police may take one of the following three (3) actions:

(1) Advise supervisor to re-evaluate employee with a minimum score of satisfactory.
(2) Reject the employee's appeal.
(3) Schedule a meeting with the employee and the evaluator to present their respective arguments.

An employee who receives an unsatisfactory rating may request a re-evaluation within six (6) months after receipt of an

unsatisfactory rating.

If the employee receives a satisfactory rating or above, the employee's salary shall be adjusted to the new salary effective on the date of the new rating.

(2) If the employee received a satisfactory evaluation rating or above, the employee shall set forth in writing, the specific reasons for the objections along with documentation to the Chief of Police within five (5) working days from the date the employee received the evaluator's denial of the employee's objection. The Chief of Police may take one of the following three (3) actions:

(1) Advise the supervisor to change the evaluation to a higher score.
(2) Reject the employee's appeal.
(3) Schedule a meeting with the employee and the evaluator to present their respective arguments.

The following procedure will be adhered to for presentation of the parties respective positions. The presentation will be limited to one (1) hour of discussion. A decision will be rendered at the conclusion of the presentation. An I.U.P.A. representative may be present to assist in the presentation. The decision of the Chief of Police shall be final on the performance evaluation and shall not be grievable to arbitration.

The City will provide the option of direct deposit to all employees upon institution of the bi-weekly pay days.

ARTICLE 35: ATTENDANCE AT MEETINGS

The President, or such designated official of the I.U.P.A. shall be allowed time off without loss of pay from his regular employment, when necessary, to attend official meetings of the City Council, Police Pension Board and Civil Service Board. The President or designated official of I.U.P.A. will be allowed time off when he has been notified by the office of the City Manager or designee that matters affecting the terms and conditions of employment of the employees of the Police Department are on the agenda of said meeting. Officers of the I.U.P.A. shall be allowed time off without loss of pay to handle grievance and arbitration matters.

ARTICLE 36: TIME POOL

A. The City shall recognize a time pool to be used by the I.U.P.A. as essential to conduct I.U.P.A. business. This time may be used by the President and/or designee. The President or designee will notify the City as to whom, what, why, when, and where this time will be used for the purpose of City bookkeeping.

Whenever possible, the I.U.P.A. shall provide reasonable notice of time pool requests. The Chief of Police or designee may refuse a request for time in the event of a manpower shortage.

B. The City shall credit the time pool with eight (8) hours compensation time for each employee covered by the bargaining unit at the beginning of the fiscal year (October 1). The I.U.P.A. shall notify the City before August 1 of its intentions for the next fiscal year.

C. If the I.U.P.A. does not choose to utilize the time pool in this Article, the compensation time in any given year, the employee shall be given the eight (8) hours compensation time off on his/her birthday. Further, if the employee's birthday falls on his/her day off, then the eight (8) hours compensation time must be taken either the day before or the day after the employee's birthday.

D. The union time pool is suspended, however, those hours in the pool are available for use by the union as outlined in this Article. No new hours shall be granted to the union without further negotiations with the City.

ARTICLE 37: RULES OF CONSTRUCTION

It is agreed and understood that this Agreement constitutes the whole Agreement between the parties and notwithstanding any other terms or provisions of this Collective Bargaining Agreement. It is expressly agreed that this Collective Bargaining Agreement shall not in any of its parts be construed by any arbitrator or court in any way which supersedes or preempts applicable laws.

ARTICLE 38: TOTAL AGREEMENT

The duration of this Agreement shall be for a term of three (3) years. The effective date of this Agreement shall be from October 1, 2002 to September 30, 2005.

ARTICLE 39: PROVISIONS IN CONFLICT WITH LAW

If this Agreement or any provision, sections, subsections, sentence, clause, phrase, or word of this Agreement is in conflict with any law, as it is finally determined by a court of competent jurisdiction which had presented to it the issue of conflict as it may pertain to this Agreement, that portion of the Agreement in conflict with said law or ordinance or resolution or court interpretation of law shall be null and void and subject to renegotiation. But the remainder of the Agreement shall remain in full force and effect with it being presumed that the intent of the parties herein was to enter into the Agreement without such invalid portion or portions.

ARTICLE 40: PRODUCTIVITY

A. The International Union of Police Association and the City recognize that the citizens of Riviera Beach are entitled to receive services at the highest possible level, subject to budget limitations. Therefore, the I.U.P.A. pledges that it will actively promote and encourage employees to increase their productivity and raise their individual level of service in order to provide and maintain the delivery of services at the highest possible level.

B. The I.U.P.A. agrees that all employees shall comply with all Police Department rules and regulations, including those relating to conduct and work performance.

C. The I.U.P.A. shall certify in writing to the City Manager, within three (3) days from the signing of this Agreement, what steps it has taken to comply with its responsibilities as described in A and B above.

ARTICLE 41: REDUCTION OF ABSENCES

A. When the total number of absences incurred by the members of the bargaining unit are reduced below the number of absences stated in Section B, the City shall pay a bonus to each employee equal to a proportionate share of the value of overtime saved as a result of absences reduced.

The actual amount of monies to be divided among the employees shall be equal to fifty percent (50%) of the value of the overtime saved as a result of absence reduced from the numbers indicated in Paragraph B.

In order to be eligible to participate in the sharing of the bonus, the employee must have been employed by the City for the time period beginning October 1, 1983, through September 30, 1984.

B. The number of absences stated on which the reduction of absences shall be based, will be equal to the total number of absences incurred by members of the bargaining unit during the period from October 1, 1982 through September 30, 1983.

C. Following September 30, 1984, and prior to December 31, 1984, the total absences for the fiscal year, October 1, 1983-September 30, 1984, will be compared with the total number of absences for the fiscal year, October 1, 1982 - September 30, 1983.

D. Between September 30th and December 31st of each year, the total absences for the preceding fiscal year, October 1st through September 30th, shall be compared with the total number of absences for the fiscal year preceding the recently terminated fiscal year, i.e., base year. It is the intent of the parties that this section reach a similar result as found in Section C.

ARTICLE 41: REDUCTION OF ABSENCES (CONTINUED)

E. If the number of employees increases or decreases from the base fiscal year to the recently terminated fiscal year, an appropriate proportionate adjustment will be made in the comparison.

F. The bonus payment, if any, paid~~,~~ to the employee, shall be made no later than December 31st.

ARTICLE 42: MISCELLANEOUS

A. The City and the I.U.P.A. acknowledge that during the negotiations which resulted in the Agreement, each had the unlimited right and opportunity to make demands and proposals, with respect to any subject or matter not removed by law from the area of collective bargaining, and that the understanding and agreements arrived by the parties after the exercise of that right and opportunity are set forth and solely embodied in this Agreement.

The City and the I.U.P.A. agree that all negotiable items that should or could have been discussed during negotiations leading to this Agreement, were discussed. Therefore neither party shall be obligated to negotiate or bargain collectively with respect to any subject or matter, whether referred to herein or not, except as otherwise specifically required in this Agreement, even though such subjects or matters may not have been within the knowledge or contemplation of either or both the parties at the time they negotiated or signed this Agreement.

B. The terms and conditions of this Agreement may be altered, changed, added to, deleted from, or modified only through the voluntary mutual written consent of the parties.

C. This Agreement shall supersede any ordinances, regulations, or practices of the City, promulgated and adopted by the City Council, which are in direct conflict with the terms and/or conditions of employment contained herein.

D. There shall be no benefits implied or otherwise, accruing to the benefit of the bargaining unit or the members thereof, except those benefits as herein expressly provided.

ARTICLE 43: DEFINITIONS

A. Employee: The term "employee," when used herein after in this Agreement, shall refer to all employees represented by the International Union of Police Association in the bargaining unit.

All reference to employees in this Agreement designate both sexes, and whenever the male gender is used, it shall be construed to include both male and female employees.

B. City: The City of Riviera Beach, Palm Beach County, Florida, its administrative representative(s) or agent(s).

C. City Council: The legislative body of the City of Riviera Beach, Palm Beach County, Florida.

D. City Manager: The City Manager of the City of Riviera Beach, Palm Beach County, Florida, or designated representative.

E. PERC: The Florida Public Employee's Relations Commission.

F. Management: The term "management" as used in this Agreement shall refer to the City Manager, department and assistant department heads and any other persons designated by the City Manager.

G. Public Employee's Relations Act (PERC): Florida Statutes, Chapter 447, Part 2.

H. Doctor's Certificate: A physician's statement attending to the medical reason which rendered the employee unable to perform work on the days claimed for sick leave.

ARTICLE 43: DEFINITIONS (CONTINUED)

I. Administrative Leave: The period of time during which a member or employee is relieved from duty with or without pay by the authority of the Department Head and approval of the City Manager.

ARTICLE 44: DENTAL INSURANCE

The City shall provide and pay for full cost of the regular full time employee's dental insurance coverage.

ARTICLE 45: HEALTH INSURANCE

A. The City agrees to provide all eligible employees in the unit with a health plan which the City shall pay the full premium for employee. Any health plan coverage elected by the employee for dependant(s), shall be paid for by the employee.

LIFE INSURANCE

B. The City hereby agrees that all eligible employees in the unit will be provided life insurance coverage in an amount equal to $27,000. Employees will also have the option to purchase at their expense, $27,000 of additional life insurance.

ARTICLE 46: PENSION

All police officers may retire after twenty (20) years of credited service regardless of age under normal retirement. Average final compensation shall be based upon the two (2) highest years of his/her last ten (10) years of contributing service prior to retirement, termination or death, whichever occurs first. This proposal shall become effective upon the adoption of a pension ordinance by the City Council. The officers shall be eligible to receive one hundred percent (100%) of their sick time up to one hundred thirty two (132) days and one hundred percent (100%) of their vacation time not to exceed two (2) times the maximum accrual. It is the express intention and understanding of the parties that any previous retirement plan contained in a collective bargaining agreement is hereby null and void.

ARTICLE 47: DRUG TESTING

I. **PURPOSE**: The purpose of this directive is to provide procedural guidelines for random drug testing.

II. **DISCUSSION**: The Riviera Beach Police Department recognizes that alcohol and drug abuse are pervasive in our society. The department acknowledges that the work place is not exempt from the use of abuse of such substances. Alcohol and drug abuse is seen as harmful and a threat to department employees and the service population. Moreover, the illegal use of controlled drugs is a criminal act that directly threatens the integrity and value of the department. The department intends to reduce or deter this harm by adopting and maintaining a drug-free work place policy and program, as established under the guidelines of the Drug-Free Work Place Act, Florida Statutes, Chapter 112.0455.

III. **SCOPE**: To all sworn officers of the Riviera Beach Police Department, to include the present authorized sworn positions.

IV. **DEFINITIONS**:

A. Drug: Alcohol, including distilled spirits, wine, malt beverages and intoxicating liquors: amphetamines; cannabinoids; cocaine; phencyclidine (PCP); hallucinogens; methaqualone; opiates; barbiturates; benzodiazephines; synthetic narcotics; designer drugs; or a metabolite of any of the substances listed herein.

B. Drug Test: Any chemical, biological or physical instrumental analysis administrated for the purpose of determining the presence or absence of a drug or its metabolites.

C. Except where the context otherwise requires, all other definitions used in the Drug-Free Work Place Act, Florida Statutes, Chapter 112.0455 are applicable.

ARTICLE 47: DRUG TESTING (CONTINUED)

V. POLICY:

A. It is the policy of this department to hire and continue to employ those who are free from the use of illegal drugs and abuse of alcohol either on or off duty. The illegal possession, use, sales and distribution of controlled substance, on or off duty by any employee, is not tolerated.

B. Any sworn employees of the Riviera Beach Police Department must, at random, submit to a chemical drug test, selected by the use of computer, coordinated by the Staff Inspection Sergeant.

C. The procedures to implement this policy seek to balance employee privacy with the department's legal responsibility and right to establish and maintain a safe and drug-free work environment. While the department's intentions are to deter and prevent substance abuse and the use of illegal drugs, the department will, where possible and appropriate, provide to employees the means to obtain information about the treatment for alcohol and drug dependency.

D. Any employee determined to be in violation of this policy is subject to disciplinary action, up to and including termination even for the first offense.

E. In order to more effectively identify and eliminate illegal drug use and substance abuse, and to ensure an employee's fitness for duty as a condition of continued employment, the following additional drug tests may be administered:

1. Reasonable Suspicion Testing - Any sworn employee of the Riviera Beach Police Department must submit to Reasonable Suspicion Testing, as defined in the Florida Drug-Free Work Place Act, Florida Statutes 112.0455 (5)(j) when: (1) a superior officer has a reasonable suspicion, based on objective factors, that the employee, while on or off-duty, is under the influence of, has possession of, or is using, dispersing, any illegal drug or controlled substance not prescribed by a licensed physician; or (2) a superior officer has a reasonable suspicion, based on objective factors, that the employee is under the influence of alcohol while on duty.

Reasonable suspicion drug testing shall not be required except upon the recommendation of a superior officer and a superior officer who is at least one level of supervision higher than the immediate superior officer of the employee in question.

2. Routine Fitness-for Duty Testing - The department may require any sworn employee to submit to a drug test, if the test is conducted as part of a routinely-scheduled employee "Fitness for Duty" medical examination, that is part of the department's physical fitness program, or that is scheduled routinely for all sworn employees.

VI. THE ORDER:

A computer program will be constructed based upon social security or officer identification numbers of all sworn employees. A number will be selected for the quantity of drug screens to be performed. The computer program will randomly select an equal quantity of identification numbers. These numbers will then be placed back into the active pool of identification numbers in the program.

VII. METHODOLOGY:

A. The random drug screening program shall be administered by a laboratory that is licensed and approved by the Department of Health and Rehabilitative Services, using criteria established by the National Institute on Drug Abuse.

B. All testing will be done during the hours of 8:00 a. m. to 5:00 p. m., Monday through Friday, at the approved lab. If identification number(s) are selected and the officer(s) are not on duty, then that number will be returned to the pool and another identification number will be selected that corresponds with the days and hours of testing.

C. The Police Department's random drug screening program shall test for alcohol and the following controlled substances:

Amphetamines
Barbituates
Benzodiazephines
Cocaine
Cannabinoids
Methaqualone
Opiates
Phencyclidine (PCP)
Alcohol (BLOOD)
Steroids

The following guidelines have been established in conjunction with standards developed by the U.S. Department of Health and Human Services.

VIII. PROVIDER QUALIFICATIONS:

A. The provider must have a qualified individual to assume professional, organizational, educational, and administrative responsibilities for the laboratory's urine drug testing facility. This individual shall be engaged in and responsible for the day-to-day management of the drug testing laboratory.

Certification as a laboratory director by the State forensic or clinical laboratory toxicology; or a Ph.D. in one of the natural sciences with an adequate undergraduate education in biology, chemistry, and pharmacology or toxicology; or training and experience comparable to a Ph.D. in one of the natural sciences, such as medical or scientific degree with additional training and laboratory/research experience in the biology, chemistry, and pharmacology or toxicology; and

Experience in analytical forensic toxicology, including experience with analysis of biological material for drugs of abuse; and

Training and/or experience in forensic application of analytical toxicology, e.g. publications, court testimony, research concerning analytical toxicology, of drugs of abuse of other factors which qualify the individual as an expert witness in forensic toxicology.

B. The provider must have a qualified individual to review the standards, control specimens, and quality control data together with the screening and confirmation test results; a licensed technologist supervisor and licensed technicians (all licensed by the State of Florida). A phlebotomist must be available to draw blood specimens.

C. All tests shall be conducted in a licensed facility, operated by the provider or at such facility subsequently agreed to by the City and the provider. Laboratory facility must be currently licensed by the Florida Department of Health and Rehabilitative Services, (HRS) or HRS/NIDA Ref: Rules 10E- 18.006 Fla. - Admin. Weekly, Vol. 17, No. 22, May 31, 1991 Initial Screen GCMS must be performed at the same facility.

Federal and State Inspections:

Volumetric pipettes and measuring services shall be certified for accuracy or be checked by gravimetric, calorimetric, or other verification procedure. Automatic pipettes and dilutors shall be checked for accuracy and reproductibility before being placed in service and checked periodically thereafter.

There shall be written procedures for instrument setup and normal operation, a schedule for checking critical operating characteristics for all instruments, tolerance limits for acceptable function checks and instructions for major trouble shooting and repair. Records shall be available on preventive maintenance.

There shall be written procedures for the actions to be taken when systems are out of acceptable limits or errors are detected. There shall be documentation that these procedures are followed and that all necessary corrective action are taken. There shall also be in place systems to verify all stages of testing and reporting and documentation that these procedures are followed.

D. The provider's facility must have a quality assurance program which encompasses all aspects of the testing process: specimen acquisition, chain of custody security and reporting results, in addition to the screening and confirmation of analytical procedures. Quality control procedures will be designed, implemented and reviewed to monitor the conduct of each step of the process. The provider's facility must meet or exceed standards established by the Department of Health and Human Services.

E. The provider must have experience in handling toxicology specimens (both urine and blood) and provide a well documented chain of custody for all tests.

F. The provider must have a procedure manual which includes the principle of each test, preparation of reagents, derivation of result, linearity of methods, sensitivity of the methods, cutoff values, mechanisms for reporting results, remedial actions to be taken when the test systems are outside of acceptable limits, reagents and procedures and dates on which they are in effect shall be maintained as part of the manual.

G. The provider shall maintain documentation of all aspects of the testing process. The required documentation shall include personnel files on all individuals authorized to have access to specimens; chain of custody documents; quality assurance/quality control records; procedure manuals; all test data (including calibration curves and any calculations used in determining test results); reports, performance records on performance testing performed on certification inspections; and hard copies of computer-generated data. The provider shall not dispose of any such records or documents without receiving written consent from the City.

H. The provider shall designate a program manager who will be responsible for program coordination and to provide a single point interface between the purchaser and the provider on all matters concerning the contract.

IX. SPECIMEN COLLECTION PROCEDURES:

A. Chain of Custody: A chain of custody standardized form shall be properly executed by any authorized collection site personnel upon receipt of specimen. Handling and transportation of urine and/or blood specimen from one authorized individual or place to another shall always be accomplished through chain of custody procedures. Every effort shall be made to minimize the number of persons handling specimen.

B. Integrity and Identity of Specimen: The laboratory shall take precautions to ensure that a urine specimen not be adulterated or diluted during the collection procedure, and that information on the urine bottle and in the record book can identify the individual from whom the specimen was collected. The following minimum precautions shall be taken to ensure that unadulterated specimen are obtained and correctly identified:

1. When an individual arrives at the collection site, the collection site person shall request the individual to present photo identification. If the individual's identity can not be established, the collection site person shall not proceed with the collection.

2. The individual shall be instructed to wash and dry his or her hands prior to urination.

3. After washing hands, the individual shall remain in the presence (to mean control), of the collection site person and shall not have any access to any water fountain, faucet, soap dispenser, cleaning agent or any other materials which could be used to adulterate the specimen.

4. The collection site person shall instruct the individual not to flush the toilet until the specimen has been given to the collection site person.

5. The individual shall be given a wrapped, sterilized container for the collection of urine to be tested.

6. The individual may provide their specimen in the privacy of a stall or otherwise partitioned area that allows for privacy. Fed. Reg. Vol. 53, No. 224, pg. 47007. Temperature, measurement (p.h. observation and specific gravity are done to insure against adulteration of the sample and obviate the need for direct observation.

7. Collection site person shall note any unusual behavior and record it in the log.

8. Upon receiving the specimen from the individual, the collection site person shall determine that it contains at least 50 milliliters of urine. If there are fewer than 50 milliliters of urine in the container, additional urine shall be collected in a separate container to reach a total of 50 milliliters. The individual may be given a reasonable amount of liquid to drink for this purpose (e.g., a glass of water). If the individual fails for any reason to provide 50 milliliters of urine or if the individual fails to appear at the collection site at the assigned time, the collection site person shall notify the Staff Inspection Sergeant.

9. After the specimen has been provided and submitted to the collection site person, the individual shall be allowed to wash his or her hands.

10. Immediately after the specimen is collected, the collection site person, in the presence of the individual, shall inspect the specimen to determine its color and look for any signs of contaminants. Any unusual findings shall be noted in the permanent record book.

11. All specimens suspected of being adulterated shall be forwarded to the laboratory for testing.

12. Both the individual being tested and the collection site person shall keep the specimen in view at all times prior to it being sealed and labeled. If the specimen is transferred to a second bottle, the collection site person shall request the individual to observe the transfer of the specimen and the placement of the tamper-proof seal around the bottle.

13. The collection site person shall place securely on the bottle an identification label which contains the date, the individual's specimen no., and any other identifying information.

14. The individual shall initial the identification label on the specimen bottle for the purpose of certifying that it is the specimen collected from him or her.

15. The collection site person shall enter in the permanent record book all information identifying the specimen. The collection site person shall sign the permanent record book next to the identifying information.

16. The individual shall be asked to read and sign a statement in the permanent record book certifying that the specimen identified as having been collected from him or her is, in fact, that specimen that he or she provided.

17. Both the individual being tested and the collection site person shall keep the specimen in the view at all times prior to sealing (Fed. Reg. Vol. 53, No. 244, pg. 47008).

18. While any part of the above chain of custody procedures is being performed, it is essential that the urine specimen and custody documents be under the control of the collection site person. If the involved collection site person leaves his or her work station momentarily, the specimen and custody form shall be taken with him or her or shall be secured. After the collection site person returns to the work station, the custody process will continue. If the collection site person is leaving for an extended period of time, the specimen must be secured before he or she leave the site.

NOTE: With regard to blood specimen, the collection site person and the individual shall be present at the same time during procedures outlined in paragraph 6 and 18.

X. LABORATORY ANALYSIS PROCEDURES:

A. Security and Chain of Custody: The drug testing laboratory shall be secured at all times. Sufficient security measures to control access to the premises and to ensure that no unauthorized personnel handle specimen or gain access to the laboratory processes or to areas where records are stored, must be in place. Access to these secured areas shall be limited to specifically authorized individuals whose authorization is documented.

Laboratories shall use chain of custody procedures to maintain control and accountability of specimen from receipt through completion of testing, reporting of results, during storage, and continuing until final disposition of specimen. The date and purpose shall be documented on an appropriate chain of custody form each time a specimen is handled or transferred, and every individual in the chain of command shall be identified. Accordingly, authorized technicians shall be responsible for each urine specimen or aliquot in their possession and shall sign and complete chain of custody forms for those specimens or aliquots as they are received.

B. Receiving: Specimen bottles will normally be retained within the laboratory's accession area until all analyses have been completed. Aliquots and the laboratory's chain of custody forms shall be used by laboratory personnel for conducting initial and confirmatory tests.

1. Short-Term Refrigerated Storage: In the event a specimen does not receive an initial test on the day of receipt, it shall be placed in a secure refrigeration unit. The temperature shall not exceed 6 degrees Celsius. Emergency power equipment shall be available in case of prolonged power failure.

2. Specimen Processing: Quality control consistent NIDA and HRS/NIDA certifications. (Fed. Register Vol. 153, No. 224, pgs. 47011-4470120).

C. Initial Test: The initial test shall be performed using an immunoassay method as agreed upon between the provider and the City. The following initial cutoff shall be utilized when screening specimens:

Screening Cut-off Level Drug (NG/ML)	Gas Chromatography Mass Spectrometry Confirmation NG/ML		
Amphetamines	1000		500)
Cannabinoids (THC)		100	15)
Cocaine 300	150)	NIDA CUTOFF	
Opiates 300	300)	LEVELS	
Phencyclidine (PCP)		25	25)
Barbiturates 300			200)
Benzodiazepines		300	300)
Methaqualone 300			300)
Alcohol (BLOOD)	0.04 Grams %		

NOTE: These cutoff levels are subject to revision. The laboratory must be able to document its performance at a specified cutoff level by the use of quality control, both open and blind. If a positive initial test result is consistent with prescribed or over the counter medication listed by an employee of the City of Riviera Beach and/or Consulab Consent Form, then that information should be specified on the toxicology report.

D. Confirmatory Test: All specimens identified as positive on the initial test for current employees shall be confirmed using Gas Chromatography Mass Spectrometry (GCMS) or a better testing method as agreed between the provider and the City. All confirmations for cannabinoids and cocaine metabolites shall be by quantitative analysis. For all other drugs, the confirmatory test shall detect the confirmed presence of a substance.

E. Blood Alcohol Screening: Blood Alcohol Screening shall be done upon request. Chain of Custody requirements will be the same as for urine specimen.

All blood alcohol results shall be reported as grams/percent. Confirmation testing of blood specimen shall be performed utilizing enzymatic methods of quantitative alcohol measurement approved by the Florida State Department of Health and Rehabilitative Services (HRS) and/or agreed upon by the City.

F. Testimony: Personnel involved in the administration of drug screens as required by the City of Riviera Beach or court must testify on behalf of the City in case of a Civil Service hearing lawsuit, or similar proceedings, relative to testing procedures and/or chain of custody. Qualified laboratory personnel must also be available to meet with City representatives to discuss testimony related to the aforementioned proceedings.

G. Time Requirements: During Police Random screens, initial screen must be completed within 24 to 48 hours. All initial screens testing positive must be confirmed by GCMS. NO POSITIVE INITIAL SCREEN RESULTS WILL BE ISSUED.

H. Storage of Specimen: The lab shall store positive specimen for a minimum of two (2) years, longer upon request, or if involved in litigation; negative specimens must be stored for a minimum of ninety (90) days.

I. Reporting Results: Results must be available within 24 to 48 hours of test. Written test results shall be delivered by person/persons designated by the City, within the aforementioned time frame, Monday through Friday. Verbal results will be released only to authorized persons and may require re-initiation of a phone call. Secured fax machines only, if facsimile is stipulated.

Negative results on the confirmatory test shall be reported as negative. Only specimens confirmed positive shall be reported for a specific drug.

A quarterly statistical summary of drug testing shall be provided to the department's Staff Inspection Sergeant. The summary shall contain the following information:

1. Initial Testing:

   Number of specimens received:

   Number of specimens reported out:

   Number of specimens screened positive for:

   - Amphetamines
   - Barbiturates
   - Benzodiazephines
   - Cocaine Metabolites
   - Cannaboids
   - Methaqualone
   - Opiates
   - Phencyclidine (PCP)

J. Special requirements for random drug testing (sworn personnel - Police Department).

1. Must be able to test up to twenty (20) officers quarterly, Monday through Friday, and be able to schedule collection site personnel by 8:00 a.m.

2. Must offer the choices of either blood or urine to be used as a sample given for the test.

3. All containers must be sterilized and individually packaged.

4. Must keep a portion of the sample received in the event a second test has to be performed. Initial sample divided into two (2) separate containers. Second half of initial sample to be used only when employees who tested positive does not elect to provide any additional sample.

5. Sample will be tested and reported within 24 to 48 hours on an initial negative test and within 72 hours for a positive, confirmed positive test. (GCMS confirmation).

6. Must test all samples using an initial screening test and confirming all positive using the Gas Chromatography Mass Spectrometry (GCMS) or better testing.

7. During 180 day period after written notification of a positive test result, the employee who has provided the specimen shall be permitted by the employer to have a portion of the original specimen retested at the employee's expense. Such retesting shall be done at another HRS/NIDA licensed laboratory chosen by the employee or job applicant. Second laboratory must test at equal or greater sensitivity and first laboratory is responsible for transfer and integrity of sample. (Division of Worker's Comp. Rule 38F, pg. 13).

8. All samples which test positive will be kept under chain of custody condition until all administrative or judicial proceedings are over.

9. Chain of custody must be proved by the following means:

a. Witness' signature serves to verify that employee/applicant and collection site person and sample were in view at all times.

b. Person witnessing via signature on COC form is attesting to this.

c. Following prescribed chain of custody procedures outlined in the Federal Register and are part of a documentation package.

d. Same as "C".

e. Be able to document who received sample, and what happened to it.

f. Be able to document who retested sample, and how the technician received the sample.

g. Be able to prove samples kept in a secure location.

h. Be able to prove that the test results are of the sample in question.

ARTICLE 48: AMERICANS WITH DISABILITIES ACT

The Union and the City acknowledge the duty of the City to comply with the requirements of the Americans with Disabilities Act (ADA). The Union agrees that the City does not violate the terms of this Agreement when the employer complies with the requirements of the ADA by making reasonable accommodations for an employee with a disability or where the employer otherwise changes wages, hours or other working conditions for a disabled employee.

Nothing herein prevents the City from meeting with the employee to discuss the employee's disability and ways to make reasonable accommodations based upon the employee's disability.

ARTICLE 49: EMPLOYEES UNABLE TO PERFORM JOB DUTIES FOLLOWING ON-THE-JOB INJURY/JOB-RELATED ILLNESS OR DISABILITY

A. Following an on-the-job injury, job related illness, or job-related disability, an employee has a maximum of twelve (12) months from the date last worked to return to the original duties of the employee's position, with or without a reasonable accommodation. The employee's ability to perform the duties of a position is determined by the employee's physicians and verified by the Police Chief. The Police Chief has the right to seek the medical opinion of a physician of the City's choosing. Should the employee's physician's state that in his medical opinion, within a medical degree of probability the employee will be able to return to work, the employee shall have up to an additional twelve (12) months to return to work. However, in the event the employee has a medical opinion that the employee should be able to return to work, the City has a right to have the employee evaluated by a doctor of its choice. If the City's doctor renders a different opinion, the employee shall be evaluated by a doctor agreed to by both parties. In order for the employee to obtain up to twelve (12) months extension of the time to return to work, the agreed physician's opinion shall support the medical opinion that within a medical degree of probability, the employee will be able to return to work and the agreed upon physician's opinion shall be final.

ARTICLE 49: EMPLOYEES UNABLE TO PERFORM JOB DUTIES FOLLOWING ON-THE-JOB INJURY/JOB-RELATED ILLNESS OR DISABILITY CONTINUED:

B. If an employee is unable to return to the essential duties of the employee's position with or without reasonable accommodation within twelve (12) months from the date last worked following an on-the-job injury, job-related illness, or job-related disability, or unless extended for medical reason set forth in Section A, the employee will be recommended for termination. A disabled employee will not be terminated if the employee can be reasonably accommodated in the employee's current position, in accordance with the guidelines of the Rehabilitation Act of 1973 as amended, and the Americans with Disabilities Act of 1990.

C. If an employee returns to work within the twelve (12) month period or unless extended for medical reason set forth in Section A, and has a subsequent recurrence of the same on-the-job injury, job-related illness, or job-related disability, the total combined lost time from work may not exceed fourteen (14) months in the most recent twenty-four (24) month period or if extended for medical reason set forth in Section A. The total combined lost time from work may not exceed twenty-six (26) months in the most recent thirty-six (36) month period.

D. On the first full day and the remainder of the week, full compensation coverage will be paid on any work connected injury or illness.

ATRICLE 50: EDUCATION INCENTIVE

Upon ratification of this Article, all employees who take approved course work related to their job or leading to a degree relating to their job, and achieve a grade of "A" in either under-graduate or graduate work, shall be entitled to a refund of one hundred percent (100%) of tuition costs, upon completion of the course. Employees who achieve a grade of "B" shall be entitled to a refund of seventy-five percent (75%) of tuition costs, upon completion of the course. Employees who achieve a grade of ``C'' shall be entitled to a refund of fifty percent (50%) of tuition costs. Education reimbursement shall be limited to 18 semester hours per calendar year (January - December) per employee. Reimbursement shall be based upon current state community college or state university tuition rate.

If an employee receiving benefits under this Article, does not continued their employment for a period of at least twenty-four (24) months after last date of refund, the employee shall reimburse the City the total monies expended by the City on the employee's behalf. This reimbursement shall occur through deduction from any final pay to which the employee is entitled, or by such other means as may be necessary to recover the sum.

The Director of Human Resources shall, after consultation with the Department Head, determine whether or not the courses are approved.

Agreed on this 5 day of February, 2003, by and between the respective parties through an authorized representative or representatives of the International Union of Police Association and by the City of Riviera Beach.

WITNESSES:

INTERNATIONAL UNION OF POLICE ASSOCIATION

PRESIDENT
SILAS M. SPEARMAN, JR.
LIEUTENANT OF POLICE

GENERAL COUNSEL
MICHAEL DODDO

CITY OF RIVIERA BEACH

CITY MANAGER
WILLIAM E. WILKINS

MAYOR
MICHAEL D. BROWN

ATTEST:

CITY CLERK
CARRIE E. WARD
MASTER MUNICIPAL CLERK

Police Lieutenant '02-03 Step Increase

Proposed	Position	Starting	Top
20	Police Lieutenant	$44,736.00	$67,667.20

Police Lieutenant

Steps	Starting
0	$ 44,736.00
1	$ 46,078.08
2	$ 47,460.42
3	$ 48,884.23
4	$ 50,350.76
5	$ 51,861.28
6	$ 53,417.12
7	$ 55,019.63
8	$ 56,670.22
9	$ 58,370.33
10	$ 60,121.44
11	$ 61,925.08
12	$ 63,782.83
13	$ 65,696.31
14	$ 67,667.20

Police Lieutenant '03-04 Step Increase

Proposed	Position	Starting	Top
20	Police Lieutenant	$ 46,078.08	$ 69,697.22

Police Lieutenant

Steps	Starting
0	$ 46,078.08
1	$ 47,460.42
2	$ 48,884.23
3	$ 50,350.76
4	$ 51,861.28
5	$ 53,417.12
6	$ 55,019.63
7	$ 56,670.22
8	$ 58,370.33
9	$ 60,121.44
10	$ 61,925.08
11	$ 63,782.83
12	$ 65,696.31
13	$ 67,667.20
14	$ 69,697.22

Appendix B

Police Lieutenant '04-05 Step Increase

Proposed	Position	Starting	Top
20	Police Lieutenant	$ 47,460.42	$ 71,788.14

Police Lieutenant

Steps	Starting
0	$ 47,460.42
1	$ 48,884.23
2	$ 50,350.76
3	$ 51,861.28
4	$ 53,417.12
5	$ 55,019.63
6	$ 56,670.22
7	$ 58,370.33
8	$ 60,121.44
9	$ 61,925.08
10	$ 63,782.83
11	$ 65,696.31
12	$ 67,667.20
13	$ 69,697.22
14	$ 71,788.14

Appendix C

SECTION 1. That effective October 1, 2002, the salary Schedule for employees represented by the National Conference of Firemen & Oilers shall have their salary increased retroactively by three percent (3%)for the General Employees for the contract year October 1, 2002 – September 30, 2003 which is attached hereto and made a part of this ordinance. To be eligible for retroactivity, an employee must be employed on the effective date of the agreement and on the date the contract is ratified by the parties. All retroactivity will be paid within ninety (90) days of ratification in the employee's regular pay check. Employees hired subsequent to the effective date of the agreement will be eligible for retroactivity from the date they were hired.

SECTION 2. That effective October 1, 2003, employee's salary shall be adjusted by three percent (3%). Additionally, on the employee's anniversary date, the employee may receive up to 2.5% based on the employee's performance evaluation.

SECTION 3. That effective October 1, 2004, employee's salary shall be adjusted by three percent (3%). Additionally, on the employee's anniversary date, the employee may receive up to 2.5% based on the employee's performance evaluation.

SECTION 4. That this Resolution shall be in full force and effect immediately upon its passage and adoption.

PASSED and APPROVED this 5TH day of FEBRUARY, 2003.

APPROVED:

MICHAEL D. BROWN

DAVID G. SCHNYER
CHAIRPERSON

SYLVIA LEE BLUE
CHAIRPERSON PRO TEM

(MUNICIPAL SEAL)

DONALD R. WILSON
COUNCILPERSON

ELIZABETH "LIZ" WADE
COUNCILPERSON

ATTEST:

CARRIE E. WARD,
MASTER MUNICIPAL CLERK
CITY CLERK

EDWARD RODGERS
COUNCILPERSON

REVIEWED AS TO LEGAL SUFFICIENCY

PAMALA HANNA RYAN, CITY ATTORNEY

DATE: 1/29/03

Motioned by:_____
Seconded by: _____

D. SCHNYER_____
S. BLUE_____
D. WILSON_____
E. WADE_____
E. RODGERS_____

DP:qt
01/28/03

Motioned by: D. WILSON

Seconded by: S. BLUE

D. SCHYNER AYE

S. BLUE AYE

D. WILSON AYE

E. WADE AYE

E. RODGERS AYE

DP:qt
01/28/03

RESOLUTION NO. 23-03

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF RIVIERA BEACH, PALM BEACH COUNTY, FLORIDA, AMENDING THE PAY AND CLASSIFICATION SCHEDULES BY INCREASING THE SALARY OF LIEUTENANT OF POLICE EMPLOYEES REPRESENTED BY THE INTERNATIONAL UNION OF POLICE ASSOCIATION (IUPA) BARGAINING AGREEMENT FOR FISCAL YEARS 2002, 2003 AND 2004, AND PROVIDING AN EFFECTIVE DATE.

WHEREAS, labor negotiations between the International Union of Police Association which represents the Lieutenants of Police and the City have concluded; and

WHEREAS, both parties have reached a tentative agreement; and

WHEREAS, the salary of Lieutenant of Police employees represented by the International Union of Police Association shall be increased retroactive to October 1, 2002 and for the upcoming years of October 1, 2003 and October 1, 2004.

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

SECTION 1. That the City's Pay and Classification Schedule be amended as follows:

That the pay grade for Lieutenant of Police employees covered under the International Union of Police Association Bargaining Unit be increased as follows:

Effective retroactive to October 1, 2002, the salary as recommended by the DMG Study will be implemented. In addition a step range will be created by increasing the salary by three percent (3%).

Effective October 1, 2003, the salary of the Lieutenant of Police employees will be adjusted by three percent (3%) and the salary schedule shall be increased by three percent (3%). Effective on the anniversary date of each individual employee, the employer will pay merit increases as follows:

Outstanding	3%
Excellent	2%
Satisfactory	0%

Effective October 1, 2004, the salary of the Lieutenant of Police employees will be adjusted by three percent (3%). Effective on the anniversary date of each individual employee, the employer will pay merit increases as follows:

Outstanding	3%
Excellent	2%
Satisfactory	0%

SECTION 2. To be eligible for retroactivity, an employee must be a Lieutenant of Police on the effective date of this agreement and on the date the contract is ratified by the parties.

PASSED and APPROVED this 5TH **day of** FEBRUARY, **2003.**

APPROVED:

MICHAEL D. BROWN
MAYOR

(MUNICIPAL SEAL)

ATTEST:

CARRIE E. WARD,
MASTER MUNICIPAL
CITY CLERK

DAVID G. SCHNYER
CHAIRPERSON

SYLVIA LEE BLUE
CHAIR PRO TEM

DONALD R. WILSON
COUNCILPERSON

ELIZABETH "LIZ" WADE
COUNCILPERSON

EDWARD RODGERS
COUNCILPERSON

REVIEWED AS TO LEGAL SUFFICIENCY

PAMALA H. RYAN, CITY ATTORNEY

Date 1/29/03

RESOLUTION NO. 23-03
PAGE 4

Motioned by: E. WADE
Seconded by: S. BLUE

D. SCHNYER AYE

S. BLUE AYE

D. Wilson AYE

E. WADE AYE

E. RODGERS AYE

DEP/qt
1/27/03

RESOLUTION NO. 22-03

RESOLUTION OF THE CITY COUNCIL OF THE CITY OF RIVIERA BEACH, PALM BEACH COUNTY, FLORIDA, AMENDING THE PAY AND CLASSIFICATION SCHEDULE BY INCREASING THE MINIMUM AND MAXIMUM PAY GRADES FOR FISCAL YEAR 2002, 2003 AND 2004 FOR GENERAL EMPLOYEES REPRESENTED BY THE NATIONAL CONFERENCE OF FIREMEN AND OILERS, LOCAL #1227 AND PROVIDING AN EFFECTIVE DATE.

WHEREAS, labor negotiations between the National Conference of Firemen and Oilers have concluded; and

WHEREAS, both parties have reached a tentative agreement to amend the Pay and Classification Schedule; and

WHEREAS, the salary for the General Employees represented by the National Conference of Firemen and Oilers shall be increased for the next three (3) years as follows:

10/1/02 – 9/30/03	3%
10/1/03 - 9/30/04	3% with up to 2.5% merit increase on the employee's anniversary date.
10/1/04 - 9/30/05	3% with up to 2.5% merit increase on the employee's anniversary date.

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

RESOLUTION NO. 24-03

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 ADDENDUM TO THE CURRENT BARGAINING AGREEMENT COMMENCING OCTOBER 1, 2001 TO SEPTEMBER 30, 2004 BETWEEN THE RIVIERA BEACH ASSOCIATION OF FIREFIGHTERS (RBAF), AN ORGANIZATION REPRESENTING UNIFORM FIREFIGHTERS OF THE CITY OF RIVIERA BEACH AND AUTHORIZE THE FINANCE DIRECTOR TO APPROPRIATE FUND BALANCE IN THE GENERAL FUND IN THE AMOUNT OF $93,197.00 FOR THE COST OF THE COLA; AND PROVIDING AN EFFECTIVE DATE.

WHEREAS, the City of Riviera Beach has a Collective Bargaining Agreement between the Riviera Beach Association of Firefighters (RBAF), an organization representing uniform firefighters of the City of Riviera Beach; and

WHEREAS, both parties have agreed to make changes to the following: Article 3: Sick Leave and Article 10: Wages; and,

WHEREAS, the language in the above articles is deleted by strike- outs and the newly proposed language is underscored; and

WHEREAS, all of the other contract articles will remain the same.

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

SECTION 1. That the Mayor and City Clerk are authorized to execute the addendum to the collective bargaining agreement between the City of Riviera Beach and the Riviera Beach Association of Firefighters representing uniform fire personnel.

SECTION 2. That the Finance Director is authorized to appropriate funds in the amount of $93,197.00 from the General Fund Balance Account Number 001-00-399999 for the cost of a COLA.

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

PASSED AND APPROVED this 5TH day of FEBRUARY, 2003.

RESOLUTION NO. 24-03
PAGE-3-

APPROVED:

MICHAEL D. BROWN

DAVID G. SCHNYER
CHAIRPERSON

SYLVIA LEE BLUE
CHAIRPERSON PRO TEM

(MUNICIPAL SEAL)

DONALD R. WILSON
COUNCILPERSON

ELIZABETH "LIZ" WADE
COUNCILPERSON

ATTEST:

CARRIE E. WARD,
MASTER MUNICIPAL CLERK
CITY CLERK

EDWARD RODGERS
COUNCILPERSON

REVIEWED AS TO LEGAL SUFFICIENCY

PAMALA HANNA RYAN, CITY ATTORNEY

DATE: 1/29/03

Motioned by: S. BLUE
Seconded by: E. WADE

D. SCHNYER AYE
S. BLUE AYE
D. WILSON AYE
E. WADE AYE
E. RODGERS AYE

DP:qt
01/28/03

ADDENDUM TO AGREEMENT BETWEEN

THE CITY OF RIVIERA BEACH, FLORIDA

AND

RIVIERA BEACH ASSOCIATION OF FIRE FIGHTERS,
I.A.F.F. LOCAL 1621

October 1, 2002 for Contract Year

October 1, 2001 through September 30, 2004

ARTICLE 4: SICK LEAVE

A. Regular, full time employees with six (6) months service shall earn one (1) day of sick leave for each month of continuous service, commencing the first of the month following the sixth month period, with no limit on maximum accumulation.

B. Regular full time employees with six (6) months service, who incur a non-duty sickness or disability, shall receive sick leave as accrued with full pay. Such sick leave shall be charged against the employee's accrued sick leave. Duty related sicknesses, injuries or disabilities which are determined to be covered by Worker's Compensation, shall not be charged to the accumulative sick leave of the employee.

C. If death in the line of duty occurs or the employee dies from an accident in the line of duty, or the employee is permanently disabled from an injury in the line of duty, then the employee will be compensated at 100% of their regular rate of pay for any unused accrued sick leave. In the event of death, the above benefits shall be made payable to the estate of such employee by the City of Riviera Beach. The question of permanent disability may be determined by members of the pension board then in existence.

D. Regular full time employees who have completed twelve (12) months service shall be paid fifty percent (50%) of any unused sick leave days, up to one hundred and thirty two (132) days, upon termination of employment, for other than discharge or retirement. Regular full time employees, upon retirement, shall be paid one hundred percent (100%) of any unused sick leave days, up to one hundred and thirty two (132) days.

E. Such sick leave payment shall be at the employee's current hourly rate of pay, at the time of resignation or retirement. If a regular, full time employee is discharged, the employee will not receive any compensation for any unused accrued sick leave.

F. Absence for two (2) continuous tours of duty shall require a Doctor's Certificate on Form DC that clearly indicates that the employee's illness or injury has resolved and that the employee is fit to return to full duty as a firefighter upon returning to work. If any employee is absent for sick leave purposes more than four (4) tours of duty in a contract year without a Doctor's certificate (Form DC), a Doctor's certificate (Form DC) shall be required for any further absences that contract year, or sick leave will be denied. An employee who leaves work during a tour of duty due to sickness or comes in to work after the beginning of a tour of duty due to

sickness shall have that absence counted as a tour of duty toward the requirements of this Section.

G. Whenever, in the judgment of the department head, sick leave is being abused or where an employee regularly uses sick leave as it is earned, the employee requesting such sick leave shall be required to furnish a Doctor's certificate for such absence, prior to sick leave being granted. The definition of abuse shall include but not be limited to, when an employee establishes a pattern of taking certain days off each month.

H. Abuse of sick leave, submission of a False Doctor's Certificate (Form DC) or a false claim for sick leave, shall be considered cause for disciplinary action up to and including termination.

I. An employee who is absent from work shall notify the Fire Chief or commanding officer on duty at the Central Fire station between the hours of 7:00 p.m. and 7:00 a.m. immediately prior to the employee's scheduled tour of duty.

J. The employee off duty due to illness shall remain at their residence, except that the employee may depart their residence to receive medical treatment, to secure drugs from a pharmacy, or for other reasons deemed appropriate by the Fire Department, so long as the employee advises their superior of their planned departure. If absence is for other than treatment, therapy or to secure prescribed drugs, approval of the supervisor, in advance, must be obtained.

K. Failure on the part of the employee to timely notify the department of any absence for which sick leave is claimed, and/or the failure to provide medical documentation in a form and manner acceptable to the department, upon return to work, shall result in a denial of sick leave.

L. Employees shall be allowed to use their accrued leave time for illness of family members as defined in the Family Medical Leave Act, Section 825.113 (FMLA) and pursuant to the City's Family Medical Leave Policy HR-97-02 provided the family member has a serious health condition as defined in the FMLA Section 825.114.

M. Sick Time Accrual:

1) Any employee accruing at least thirty (30) days of sick leave at the beginning of a fiscal year, may elect to be paid for six (6) days. The election must be made in October. Payment will be made at the employee's current rate of pay and will be paid by December 31st of the election year. The remaining days shall be carried over.

2) Any employee who has accrued at least sixty (60) days sick leave at the beginning of fiscal year, may elect to be paid for nine (9) days. The election must be made in October. Pay will be the employee's current rate of pay and will be paid by December 31st of the election year. The remaining days shall be carried over.

Any employee employed at the beginning of the fiscal year, and has accrued less than thirty (30) days of sick leave, may elect to be paid for three days of accrued leave. In order to elect to be paid, the employee must not have used more than two (2) days of sick leave in the preceding year. The election must be made in October. Payment will be at the employee's current rate of pay and will be paid by December 31st of the elected year.

ARTICLE 10: WAGES

A. Salary Adjustment

Effective October 1, 2002, bargaining unit members will receive a one time cost of living adjustment of two (2%) percent. An employee must be employed on the date of ratification to be eligible for retroactivity or payment of this adjustment.

B. Salary Schedule

The Salary Schedule providing for base salary compensation for employees in the following bargaining unit classifications for fiscal year 2002/2003 shall be as follows:

Grade	Position	Minimum	Maximum
F29	Fire Fighter	$30,568.38	$47,624.53
F31	Driver Engineer	$34,051.49	$51,505.93
F33	Captain	$41,448.76	$60,868.90
F36	Division Chief	$47,556.79	$69,838.75

At no time shall an employee's base salary be below the minimum salary schedule range for the classification.

C. Step Increase

A three percent (3%) step increase will be given annually on the employee's anniversary date to all employees based on the provisions of Section D below, up to and including but not in excess of the maximum amount provided for in the salary schedule. If an employee's wage adjustment results in a wage increase exceeding the maximum salary schedule for the employee's classification, then the amount exceeding the maximum rate of pay for that particular classification will be paid to the employee in a lump sum payment.

D. Performance Reviews

The City and the Union agree that the KnowledgePoint performance evaluation tool will be adopted as a condition of this agreement October 1, 2002.

October 1, 2002 – September 30, 2003

The existing evaluation tool and the KnowledgePoint performance evaluation tool should be simultaneously used for evaluations during the period between the ratification date and September 30, 2003. The intent of this process is to allow both parties to review, have input in, and agree upon a customized format for the KnowledgePoint tool that will satisfy management and the union. The agreed upon KnowledgePoint performance review tool will be used from October 1, 2003 on.

During the 2002-03 Contract Year, performance evaluations conducted with existing performance evaluation system will be used to determine performance and step increases will be awarded to employees receiving satisfactory or better.

October 1, 2003
The agreed upon KnowledgePoint performance review tool will be used from October 1, 2003 on.

Employees should be evaluated periodically by their immediate supervisors and reviewed at higher levels. Step increases in accordance with Section C will not be granted without a completed performance review.

Whenever possible, evaluations should be made by the immediate supervisor. If an employee was assigned to more than one supervisor during a rating period, then the evaluation shall be a collaborative process.

On or after October 1, 2003, employees receiving a rating of satisfactory or better will receive a step increase in accordance with the provisions of Section C above.

On or after October 1, 2003, employees receiving a rating of unsatisfactory will not receive their step increase on their anniversary date, but will be eligible to receive their step increase if they improve their performance review to a satisfactory or better on their interim evaluation.

E. Paydays

Employee's paydays will be biweekly, on Friday. Biweekly is defined as every two (2) weeks. In the event that a payday falls on a holiday, the City shall have the discretion to pay the employees on the day before or the day after the holiday. The City will provide the option of direct deposit to all employees.

SIGNATURES

Agreed this 5 day of February, 2003, by and between the respective parties through and authorized representative or representatives of the Riviera Beach Association of Fire Fighters and by the City of Riviera Beach.

RIVIERA BEACH ASSOCIATION
OF FIRE FIGHTERS

AUSTIN BOWE
PRESIDENT / UNION NEGOTIATOR

CITY OF RIVIERA BEACH

MICHAEL BROWN
MAYOR

PAUL D. WHITE
ASSISTANT CITY MANAGER
CITY NEGOTIATOR

(MUNICIPAL SEAL)

ATTEST:

CITY CLERK
CARRIE E. WARD
MASTER MUNICIPAL CLERK

RESOLUTION NO. 25-03

RESOLUTION OF THE CITY COUNCIL OF THE CITY OF RIVIERA BEACH, PALM BEACH COUNTY, FLORIDA, AMENDING THE PAY AND CLASSIFICATION SCHEDULES FOR EMPLOYEES COVERED UNDER THE COLLECTIVE BARGAINING AGREEMENT BETWEEN THE CITY OF RIVIERA BEACH AND THE RIVIERA BEACH ASSOCIATION OF FIREFIGHTERS, IAFF LOCAL 1621, AND PROVIDING AN EFFECTIVE DATE.

WHEREAS, the City of Riviera Beach and the Riviera Beach Association of Firefighters, IAFF Local 1621 have concluded labor negotiations and reached an agreement; and

WHEREAS, this is the second year of the three (3) year bargaining agreement; and

WHEREAS, the salary of employees represented by the Riviera Beach Association of Firefighters, IAFF Local 1621, shall be amended based upon the agreement.

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

SECTION 1. The City's Pay & Classification Schedule for employees covered by the agreement between the City of Riviera Beach and Riviera Beach Association of Firefighters, IAFF Local 1621, be amended as follows: That a one time salary adjustment of two percent (2%) shall be given to employees. In addition, the salary schedule, shall be increased by three percent (3%) and shall be given to an employee on the anniversary date.

FROM

~~Grade~~	~~Position~~	~~Minimum~~	~~Maximum~~
~~F29~~	~~Fire Fighter~~	~~$29,969.00~~	~~$46,690.70~~
~~F31~~	~~Driver Engineer~~	~~$33,383.82~~	~~$50,496.00~~
~~F33~~	~~Captain~~	~~$40,636.04~~	~~$59,675.40~~
~~F36~~	~~Division Chief~~	~~$46,624.30~~	~~$68,469.36~~

TO

Grade	*Position*	*Minimum*	*Maximum*
F29	*Fire Fighter*	*$30,568.38*	*$47,624.53*
F31	*Driver Engineer*	*$34,051.49*	*$50,496.00*
F33	*Captain*	*$41,448.76*	*$60,868.90*
F36	*Division Chief*	*$47,556.79*	*$69,838.75*

SECTION 2. Employees covered by the agreement between City of Riviera Beach and the Riviera Beach Association of Firefighters IAFF Local 1621, shall have their salaries amended retroactively according to the provisions of Article 10. Wages. To be eligible for retroactivity, an employee must be employed on the date the parties ratify the contract.

SECTION 3. That this Resolution shall be in full force and effect immediately upon its final passage and adoption of the City Council.

PASSED and APPROVED this 5TH day of FEBRUARY, 2003.

APPROVED:

MICHAEL D. BROWN
MAYOR

DAVID G. SCHNYER
CHAIRPERSON

SYLVIA L. BLUE
CHAIRPERSON PRO TEM

DONALD R. WILSON
COUNCILPERSON

(MUNICIPAL SEAL)

ATTEST:

ELIZABETH "LIZ" WADE
COUNCILPERSON

CARRIE E. WARD,
MASTER MUNICIPAL CLERK
CITY CLERK

EDWARD RODGERS
COUNCILPERSON

REVIEWED AS TO LEGAL SUFFICIENCY

PAMALA HANNA RYAN, CITY ATTORNEY

DATE: 1/29/03

Motioned by: D. WILSON
Seconded by: E. WADE

D. SCHYNER AYE
S. BLUE AYE
D. WILSON AYE
E. WADE AYE
E. RODGERS AYE

DP:qt
01/28/03

SECTION 1. That effective October 1, 2002, the salary Schedule for employees represented by the National Conference of Firemen & Oilers shall have their salary increased retroactively by three percent (3%)for the General Employees for the contract year October 1, 2002 – September 30, 2003 which is attached hereto and made a part of this ordinance. To be eligible for retroactivity, an employee must be employed on the effective date of the agreement and on the date the contract is ratified by the parties. All retroactivity will be paid within ninety (90) days of ratification in the employee's regular pay check. Employees hired subsequent to the effective date of the agreement will be eligible for retroactivity from the date they were hired.

SECTION 2. That effective October 1, 2003, employee's salary shall be adjusted by three percent (3%). Additionally, on the employee's anniversary date, the employee may receive up to 2.5% based on the employee's performance evaluation.

SECTION 3. That effective October 1, 2004, employee's salary shall be adjusted by three percent (3%). Additionally, on the employee's anniversary date, the employee may receive up to 2.5% based on the employee's performance evaluation.

SECTION 4. That this Resolution shall be in full force and effect immediately upon its passage and adoption.

PASSED and APPROVED this 5TH day of FEBRUARY, 2003.

APPROVED:

MICHAEL D. BROWN

DAVID G. SCHNYER
CHAIRPERSON

SYLVIA LEE BLUE
CHAIRPERSON PRO TEM

(MUNICIPAL SEAL)

DONALD R. WILSON
COUNCILPERSON

ELIZABETH "LIZ" WADE
COUNCILPERSON

ATTEST:

CARRIE E. WARD,
MASTER MUNICIPAL CLERK
CITY CLERK

EDWARD RODGERS
COUNCILPERSON

REVIEWED AS TO LEGAL SUFFICIENCY

PAMALA HANNA RYAN, CITY ATTORNEY

DATE: 1/29/03

Motioned by:_____
Seconded by: _____

D. SCHNYER_____
S. BLUE_____
D. WILSON_____
E. WADE_____
E. RODGERS_____

DP:qt
01/28/03

Motioned by: D. WILSON

Seconded by: S. BLUE

D. SCHYNER AYE

S. BLUE AYE

D. WILSON AYE

E. WADE AYE

E. RODGERS AYE

DP:qt
01/28/03

RESOLUTION NO. 23-03

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF RIVIERA BEACH, PALM BEACH COUNTY, FLORIDA, AMENDING THE PAY AND CLASSIFICATION SCHEDULES BY INCREASING THE SALARY OF LIEUTENANT OF POLICE EMPLOYEES REPRESENTED BY THE INTERNATIONAL UNION OF POLICE ASSOCIATION (IUPA) BARGAINING AGREEMENT FOR FISCAL YEARS 2002, 2003 AND 2004, AND PROVIDING AN EFFECTIVE DATE.

WHEREAS, labor negotiations between the International Union of Police Association which represents the Lieutenants of Police and the City have concluded; and

WHEREAS, both parties have reached a tentative agreement; and

WHEREAS, the salary of Lieutenant of Police employees represented by the International Union of Police Association shall be increased retroactive to October 1, 2002 and for the upcoming years of October 1, 2003 and October 1, 2004.

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

SECTION 1. That the City's Pay and Classification Schedule be amended as follows:

That the pay grade for Lieutenant of Police employees covered under the International Union of Police Association Bargaining Unit be increased as follows:

Effective retroactive to October 1, 2002, the salary as recommended by the DMG Study will be implemented. In addition a step range will be created by increasing the salary by three percent (3%).

Effective October 1, 2003, the salary of the Lieutenant of Police employees will be adjusted by three percent (3%) and the salary schedule shall be increased by three percent (3%). Effective on the anniversary date of each individual employee, the employer will pay merit increases as follows:

Outstanding	3%
Excellent	2%
Satisfactory	0%

Effective October 1, 2004, the salary of the Lieutenant of Police employees will be adjusted by three percent (3%). Effective on the anniversary date of each individual employee, the employer will pay merit increases as follows:

Outstanding	3%
Excellent	2%
Satisfactory	0%

SECTION 2. To be eligible for retroactivity, an employee must be a Lieutenant of Police on the effective date of this agreement and on the date the contract is ratified by the parties.

PASSED and APPROVED this 5TH **day of** FEBRUARY, **2003.**

APPROVED:

MICHAEL D. BROWN
MAYOR

(MUNICIPAL SEAL)

ATTEST:

CARRIE E. WARD,
MASTER MUNICIPAL
CITY CLERK

DAVID G. SCHNYER
CHAIRPERSON

SYLVIA LEE BLUE
CHAIR PRO TEM

DONALD R. WILSON
COUNCILPERSON

ELIZABETH "LIZ" WADE
COUNCILPERSON

EDWARD RODGERS
COUNCILPERSON

REVIEWED AS TO LEGAL SUFFICIENCY

PAMALA H. RYAN, CITY ATTORNEY

Date 1/29/03

Motioned by: E. WADE
Seconded by: S. BLUE

D. SCHNYER AYE

S. BLUE AYE

D. Wilson AYE

E. WADE AYE

E. RODGERS AYE

DEP/qt
1/27/03

RESOLUTION NO. 22-03

RESOLUTION OF THE CITY COUNCIL OF THE CITY OF RIVIERA BEACH, PALM BEACH COUNTY, FLORIDA, AMENDING THE PAY AND CLASSIFICATION SCHEDULE BY INCREASING THE MINIMUM AND MAXIMUM PAY GRADES FOR FISCAL YEAR 2002, 2003 AND 2004 FOR GENERAL EMPLOYEES REPRESENTED BY THE NATIONAL CONFERENCE OF FIREMEN AND OILERS, LOCAL #1227 AND PROVIDING AN EFFECTIVE DATE.

WHEREAS, labor negotiations between the National Conference of Firemen and Oilers have concluded; and

WHEREAS, both parties have reached a tentative agreement to amend the Pay and Classification Schedule; and

WHEREAS, the salary for the General Employees represented by the National Conference of Firemen and Oilers shall be increased for the next three (3) years as follows:

10/1/02 – 9/30/03	3%
10/1/03 - 9/30/04	3% with up to 2.5% merit increase on the employee's anniversary date.
10/1/04 - 9/30/05	3% with up to 2.5% merit increase on the employee's anniversary date.

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

RESOLUTION NO. 24-03

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 ADDENDUM TO THE CURRENT BARGAINING AGREEMENT COMMENCING OCTOBER 1, 2001 TO SEPTEMBER 30, 2004 BETWEEN THE RIVIERA BEACH ASSOCIATION OF FIREFIGHTERS (RBAF), AN ORGANIZATION REPRESENTING UNIFORM FIREFIGHTERS OF THE CITY OF RIVIERA BEACH AND AUTHORIZE THE FINANCE DIRECTOR TO APPROPRIATE FUND BALANCE IN THE GENERAL FUND IN THE AMOUNT OF $93,197.00 FOR THE COST OF THE COLA; AND PROVIDING AN EFFECTIVE DATE.

WHEREAS, the City of Riviera Beach has a Collective Bargaining Agreement between the Riviera Beach Association of Firefighters (RBAF), an organization representing uniform firefighters of the City of Riviera Beach; and

WHEREAS, both parties have agreed to make changes to the following: Article 3: Sick Leave and Article 10: Wages; and,

WHEREAS, the language in the above articles is deleted by strike- outs and the newly proposed language is underscored; and

WHEREAS, all of the other contract articles will remain the same.

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

SECTION 1. That the Mayor and City Clerk are authorized to execute the addendum to the collective bargaining agreement between the City of Riviera Beach and the Riviera Beach Association of Firefighters representing uniform fire personnel.

SECTION 2. That the Finance Director is authorized to appropriate funds in the amount of $93,197.00 from the General Fund Balance Account Number 001-00-399999 for the cost of a COLA.

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

PASSED AND APPROVED this 5TH day of FEBRUARY, 2003.

RESOLUTION NO. 24-03
PAGE-3-

APPROVED:

MICHAEL D. BROWN

DAVID G. SCHNYER
CHAIRPERSON

SYLVIA LEE BLUE
CHAIRPERSON PRO TEM

(MUNICIPAL SEAL)

DONALD R. WILSON
COUNCILPERSON

ELIZABETH "LIZ" WADE
COUNCILPERSON

ATTEST:

CARRIE E. WARD,
MASTER MUNICIPAL CLERK
CITY CLERK

EDWARD RODGERS
COUNCILPERSON

REVIEWED AS TO LEGAL SUFFICIENCY

PAMALA HANNA RYAN, CITY ATTORNEY

DATE: 1/29/03

Motioned by: S. BLUE
Seconded by: E. WADE

D. SCHNYER AYE
S. BLUE AYE
D. WILSON AYE
E. WADE AYE
E. RODGERS AYE

DP:qt
01/28/03

ADDENDUM TO AGREEMENT BETWEEN

THE CITY OF RIVIERA BEACH, FLORIDA

AND

RIVIERA BEACH ASSOCIATION OF FIRE FIGHTERS,
I.A.F.F. LOCAL 1621

October 1, 2002 for Contract Year

October 1, 2001 through September 30, 2004

ARTICLE 4: SICK LEAVE

A. Regular, full time employees with six (6) months service shall earn one (1) day of sick leave for each month of continuous service, commencing the first of the month following the sixth month period, with no limit on maximum accumulation.

B. Regular full time employees with six (6) months service, who incur a non-duty sickness or disability, shall receive sick leave as accrued with full pay. Such sick leave shall be charged against the employee's accrued sick leave. Duty related sicknesses, injuries or disabilities which are determined to be covered by Worker's Compensation, shall not be charged to the accumulative sick leave of the employee.

C. If death in the line of duty occurs or the employee dies from an accident in the line of duty, or the employee is permanently disabled from an injury in the line of duty, then the employee will be compensated at 100% of their regular rate of pay for any unused accrued sick leave. In the event of death, the above benefits shall be made payable to the estate of such employee by the City of Riviera Beach. The question of permanent disability may be determined by members of the pension board then in existence.

D. Regular full time employees who have completed twelve (12) months service shall be paid fifty percent (50%) of any unused sick leave days, up to one hundred and thirty two (132) days, upon termination of employment, for other than discharge or retirement. Regular full time employees, upon retirement, shall be paid one hundred percent (100%) of any unused sick leave days, up to one hundred and thirty two (132) days.

E. Such sick leave payment shall be at the employee's current hourly rate of pay, at the time of resignation or retirement. If a regular, full time employee is discharged, the employee will not receive any compensation for any unused accrued sick leave.

F. Absence for two (2) continuous tours of duty shall require a Doctor's Certificate on Form DC that clearly indicates that the employee's illness or injury has resolved and that the employee is fit to return to full duty as a firefighter upon returning to work. If any employee is absent for sick leave purposes more than four (4) tours of duty in a contract year without a Doctor's certificate (Form DC), a Doctor's certificate (Form DC) shall be required for any further absences that contract year, or sick leave will be denied. An employee who leaves work during a tour of duty due to sickness or comes in to work after the beginning of a tour of duty due to

sickness shall have that absence counted as a tour of duty toward the requirements of this Section.

G. Whenever, in the judgment of the department head, sick leave is being abused or where an employee regularly uses sick leave as it is earned, the employee requesting such sick leave shall be required to furnish a Doctor's certificate for such absence, prior to sick leave being granted. The definition of abuse shall include but not be limited to, when an employee establishes a pattern of taking certain days off each month.

H. Abuse of sick leave, submission of a False Doctor's Certificate (Form DC) or a false claim for sick leave, shall be considered cause for disciplinary action up to and including termination.

I. An employee who is absent from work shall notify the Fire Chief or commanding officer on duty at the Central Fire station between the hours of 7:00 p.m. and 7:00 a.m. immediately prior to the employee's scheduled tour of duty.

J. The employee off duty due to illness shall remain at their residence, except that the employee may depart their residence to receive medical treatment, to secure drugs from a pharmacy, or for other reasons deemed appropriate by the Fire Department, so long as the employee advises their superior of their planned departure. If absence is for other than treatment, therapy or to secure prescribed drugs, approval of the supervisor, in advance, must be obtained.

K. Failure on the part of the employee to timely notify the department of any absence for which sick leave is claimed, and/or the failure to provide medical documentation in a form and manner acceptable to the department, upon return to work, shall result in a denial of sick leave.

L. Employees shall be allowed to use their accrued leave time for illness of family members as defined in the Family Medical Leave Act, Section 825.113 (FMLA) and pursuant to the City's Family Medical Leave Policy HR-97-02 provided the family member has a serious health condition as defined in the FMLA Section 825.114.

M. Sick Time Accrual:

1) Any employee accruing at least thirty (30) days of sick leave at the beginning of a fiscal year, may elect to be paid for six (6) days. The election must be made in October. Payment will be made at the employee's current rate of pay and will be paid by December 31st of the election year. The remaining days shall be carried over.

2) Any employee who has accrued at least sixty (60) days sick leave at the beginning of fiscal year, may elect to be paid for nine (9) days. The election must be made in October. Pay will be the employee's current rate of pay and will be paid by December 31st of the election year. The remaining days shall be carried over.

Any employee employed at the beginning of the fiscal year, and has accrued less than thirty (30) days of sick leave, may elect to be paid for three days of accrued leave. In order to elect to be paid, the employee must not have used more than two (2) days of sick leave in the preceding year. The election must be made in October. Payment will be at the employee's current rate of pay and will be paid by December 31st of the elected year.

ARTICLE 10: WAGES

A. Salary Adjustment
Effective October 1, 2002, bargaining unit members will receive a one time cost of living adjustment of two (2%) percent. An employee must be employed on the date of ratification to be eligible for retroactivity or payment of this adjustment.

B. Salary Schedule
The Salary Schedule providing for base salary compensation for employees in the following bargaining unit classifications for fiscal year 2002/2003 shall be as follows:

Grade	Position	Minimum	Maximum
F29	Fire Fighter	$30,568.38	$47,624.53
F31	Driver Engineer	$34,051.49	$51,505.93
F33	Captain	$41,448.76	$60,868.90
F36	Division Chief	$47,556.79	$69,838.75

At no time shall an employee's base salary be below the minimum salary schedule range for the classification.

C. Step Increase
A three percent (3%) step increase will be given annually on the employee's anniversary date to all employees based on the provisions of Section D below, up to and including but not in excess of the maximum amount provided for in the salary schedule. If an employee's wage adjustment results in a wage increase exceeding the maximum salary schedule for the employee's classification, then the amount exceeding the maximum rate of pay for that particular classification will be paid to the employee in a lump sum payment.

D. Performance Reviews
The City and the Union agree that the KnowledgePoint performance evaluation tool will be adopted as a condition of this agreement October 1, 2002.

October 1, 2002 – September 30, 2003
The existing evaluation tool and the KnowledgePoint performance evaluation tool should be simultaneously used for evaluations during the period between the ratification date and September 30, 2003. The intent of this process is to allow both parties to review, have input in, and agree upon a customized format for the KnowledgePoint tool that will satisfy management and the union. The agreed upon KnowledgePoint performance review tool will be used from October 1, 2003 on.

During the 2002-03 Contract Year, performance evaluations conducted with existing performance evaluation system will be used to determine performance and step increases will be awarded to employees receiving satisfactory or better.

October 1, 2003
The agreed upon KnowledgePoint performance review tool will be used from October 1, 2003 on.

Employees should be evaluated periodically by their immediate supervisors and reviewed at higher levels. Step increases in accordance with Section C will not be granted without a completed performance review.

Whenever possible, evaluations should be made by the immediate supervisor. If an employee was assigned to more than one supervisor during a rating period, then the evaluation shall be a collaborative process.

On or after October 1, 2003, employees receiving a rating of satisfactory or better will receive a step increase in accordance with the provisions of Section C above.

On or after October 1, 2003, employees receiving a rating of unsatisfactory will not receive their step increase on their anniversary date, but will be eligible to receive their step increase if they improve their performance review to a satisfactory or better on their interim evaluation.

E. Paydays

Employee's paydays will be biweekly, on Friday. Biweekly is defined as every two (2) weeks. In the event that a payday falls on a holiday, the City shall have the discretion to pay the employees on the day before or the day after the holiday. The City will provide the option of direct deposit to all employees.

SIGNATURES

Agreed this 5 day of February, 2003, by and between the respective parties through and authorized representative or representatives of the Riviera Beach Association of Fire Fighters and by the City of Riviera Beach.

RIVIERA BEACH ASSOCIATION
OF FIRE FIGHTERS

AUSTIN BOWE
PRESIDENT / UNION NEGOTIATOR

CITY OF RIVIERA BEACH

MICHAEL BROWN
MAYOR

PAUL D. WHITE
ASSISTANT CITY MANAGER
CITY NEGOTIATOR

(MUNICIPAL SEAL)

ATTEST:

CITY CLERK
CARRIE E. WARD
MASTER MUNICIPAL CLERK

RESOLUTION NO. 25-03

RESOLUTION OF THE CITY COUNCIL OF THE CITY OF RIVIERA BEACH, PALM BEACH COUNTY, FLORIDA, AMENDING THE PAY AND CLASSIFICATION SCHEDULES FOR EMPLOYEES COVERED UNDER THE COLLECTIVE BARGAINING AGREEMENT BETWEEN THE CITY OF RIVIERA BEACH AND THE RIVIERA BEACH ASSOCIATION OF FIREFIGHTERS, IAFF LOCAL 1621, AND PROVIDING AN EFFECTIVE DATE.

WHEREAS, the City of Riviera Beach and the Riviera Beach Association of Firefighters, IAFF Local 1621 have concluded labor negotiations and reached an agreement; and

WHEREAS, this is the second year of the three (3) year bargaining agreement; and

WHEREAS, the salary of employees represented by the Riviera Beach Association of Firefighters, IAFF Local 1621, shall be amended based upon the agreement.

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

SECTION 1. The City's Pay & Classification Schedule for employees covered by the agreement between the City of Riviera Beach and Riviera Beach Association of Firefighters, IAFF Local 1621, be amended as follows: That a one time salary adjustment of two percent (2%) shall be given to employees. In addition, the salary schedule, shall be increased by three percent (3%) and shall be given to an employee on the anniversary date.

FROM

~~Grade~~	~~Position~~	~~Minimum~~	~~Maximum~~
~~F29~~	~~Fire Fighter~~	~~$29,969.00~~	~~$46,690.70~~
~~F31~~	~~Driver Engineer~~	~~$33,383.82~~	~~$50,496.00~~
~~F33~~	~~Captain~~	~~$40,636.04~~	~~$59,675.40~~
~~F36~~	~~Division Chief~~	~~$46,624.30~~	~~$68,469.36~~

TO

Grade	*Position*	*Minimum*	*Maximum*
F29	*Fire Fighter*	*$30,568.38*	*$47,624.53*
F31	*Driver Engineer*	*$34,051.49*	*$50,496.00*
F33	*Captain*	*$41,448.76*	*$60,868.90*
F36	*Division Chief*	*$47,556.79*	*$69,838.75*

SECTION 2. Employees covered by the agreement between City of Riviera Beach and the Riviera Beach Association of Firefighters IAFF Local 1621, shall have their salaries amended retroactively according to the provisions of Article 10. Wages. To be eligible for retroactivity, an employee must be employed on the date the parties ratify the contract.

SECTION 3. That this Resolution shall be in full force and effect immediately upon its final passage and adoption of the City Council.

PASSED and APPROVED this 5TH day of FEBRUARY, 2003.

APPROVED:

MICHAEL D. BROWN
MAYOR

DAVID G. SCHNYER
CHAIRPERSON

SYLVIA L. BLUE
CHAIRPERSON PRO TEM

DONALD R. WILSON
COUNCILPERSON

(MUNICIPAL SEAL)

ATTEST:

ELIZABETH "LIZ" WADE
COUNCILPERSON

CARRIE E. WARD,
MASTER MUNICIPAL CLERK
CITY CLERK

EDWARD RODGERS
COUNCILPERSON

REVIEWED AS TO LEGAL SUFFICIENCY

PAMALA HANNA RYAN, CITY ATTORNEY

DATE: 1/29/03

Motioned by: D. WILSON
Seconded by: E. WADE

D. SCHYNER AYE
S. BLUE AYE
D. WILSON AYE
E. WADE AYE
E. RODGERS AYE

DP:qt
01/28/03

RESOLUTION NO. 26-03

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF RIVIERA BEACH, PALM BEACH COUNTY, FLORIDA, AUTHORIZING THE CITY TO ADVERTISE A REQUEST FOR PROPOSALS FOR CIVIL, TRANSPORTATION AND ENVIRONMENTAL ENGINEERING SERVICES; AND PROVIDING FOR AN EFFECTIVE DATE.

WHEREAS, The City's contracts with Shalloway, Foy, Rayman and Newell, Inc., the civil engineering consultants and Keith and Schnars, P.A., the traffic/ transportation engineering firm expired on September 20, 2002; and

WHEREAS, The City of Riviera Beach desires to retain the services of an engineering firm to perform civil, transportation and environmental related projects; and

WHEREAS, It would be to the City's advantage to utilize the services of a full-service engineering firm.

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

SECTION 1. That the City is hereby authorized to advertise a Request for Proposals (RFP) for civil, transportation and environmental engineering services.

SECTION 2. This resolution shall take effect immediately upon its passage.

(This space was intentionally left blank)

RESOLUTION NO. 27-03 Failed Cont.

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF RIVIERA BEACH, PALM BEACH COUNTY, FLORIDA, AWARD THE CONTRACT TO MARTIN FENCE COMPANY TO INSTALL A DECORATIVE ALUMINUM FENCE AT THE SUGAR HILL MEMORIAL PARK AT A COST OF $33,744.00; AUTHORIZING THE MAYOR AND CITY CLERK TO EXECUTE THE CONTRACT; AND AUTHORIZING THE FINANCE DIRECTOR TO MAKE PAYMENT FROM ACCOUNT NO. 305-0717-519-0-4603; AND PROVIDING AN EFFECTIVE DATE.

WHEREAS, In September, 2002, the City of Riviera Beach advertised for bids for installation of a decorative fence at the Sugar Hill Memorial Park; and

WHEREAS, The bid received from Martin Fence Company (the only bidder) exceeded the allocated budget for this work; and

WHEREAS, City staff and Martin Fence were able to revise the specification in order to obtain an aesthetic and decorative fence that meets the City's budget.

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

SECTION 1. The proposal submitted by Martin Fence Company is hereby accepted for the amount of $33,744.00.

SECTION 2. The Mayor and City Clerk are authorized to execute the contract.

SECTION 3. The Finance Director is authorized to make payment of $33,744.00 from account number 305-0717-519-0-4603.

SECTION 4. This resolution shall take affect upon its approval by the City Council.

Returned Failed

APPROVED:

MICHAEL D. BROWN,
MAYOR

(MUNICIPAL SEAL)

ATTEST:

CARRIE E. WARD,
MASTER MUNICIPAL CLERK
CITY CLERK

DAVID G. SCHNYER
CHAIRPERSON

SYLVIA LEE BLUE
CHAIR PRO-TEM

DONALD R. WILSON
COUNCILPERSON

ELIZABETH "LIZ" WADE
COUNCILPERSON

EDWARD RODGERS
COUNCILPERSON

MOTIONED BY: _____

SECONDED BY: _____

D. SCHNYER: _____
S. BLUE: _____
D. WILSON: _____
E. WADE: _____
E. RODGERS: _____

REVIEWED AS TO LEGAL SUFFICIENCY

_____

PAMALA HANNA RYAN, CITY ATTORNEY

DATE:_____

MMcK/ljs
011603

RESOLUTION NO. 28-03

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF RIVIERA BEACH, PALM BEACH COUNTY, FLORIDA, APPROVING A SITE PLAN APPLICATION FROM ISG RESOURCES INC. TO BUILD AN ASH TRANSFER FACILITY ON 5.67 ACRES AT THE SOUTH TERMINUS POINT OF AVENUE S IN AN 'IG' ZONING DISTRICT; PROVIDING FOR AN EFFECTIVE DATE AND FOR OTHER PURPOSES.

WHEREAS, Section 31-58, of the City of Riviera Beach Code of Ordinances establishes the requirements for site plan review by the City Council; and,

WHEREAS, Section 31-60 (b), of the City of Riviera Beach Land Development Code requires that all approved Site Plans shall automatically expire within 18 months of its development order unless a valid building permit has been issued; and

WHEREAS, The Planning & Zoning Board met on December 12, 2002 to review the application and made a recommendation to the City Council of Riviera Beach for the approval of Site Plan application from ISG Resources Inc.; and

WHEREAS, attached as part of this resolution as "Exhibit A" is the site plan.

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

SECTION 1. The Site Plan Application from ISG Resources Inc. for an ash transfer facility is approved with the following conditions:

(1) For properties / businesses located in Riviera Beach, all future advertising, including but not limited to letter head, business cards, etc., must state that the development is in the City of Riviera Beach. A fine of $250 per day will be levied against the property owner for violation of this condition.
(2) The applicant shall post a bond prior to the issuance of a certificate of occupancy for the value of 110% of the cost of plant materials and irrigation components for a period of one year to guarantee the condition of said materials.
(3) All truck traffic must access and leave the site via the following routes. To access the site all trucks must exit Interstate 95 at the 45th Street Exit, and travel east on 45th Street, turn left at Congress Avenue and travel north, turn right on Dr. Martin Luther King Jr. Boulevard and travel east, then turn right on Avenue S and travel south, and then turn left onto the site. To exit the site all trucks must turn right on Avenue S and travel north, turn left on Dr. Martin Luther King Jr. Boulevard and travel west, turn left at Congress Avenue and

PASSED AND APPROVED this 5TH day of FEBRUARY, 2003

APPROVED:

MICHAEL D. BROWN
MAYOR

(MUNICIPAL SEAL)

ATTEST:

CARRIE E. WARD
MASTER MUNICIPAL CLERK
CITY CLERK

DAVID G. SCHNYER
CHAIRPERSON

SYLVIA LEE BLUE
CHAIR PRO-TEM

DONALD R. WILSON
COUNCILPERSON

ELIZABETH "LIZ" WADE
COUNCILPERSON

EDWARD RODGERS
COUNCILPERSON

REVIEWED AS TO LEGAL SUFFICENCY

PAMALA HANNA RYAN, CITY ATTORNEY

DATE: 1/28/03

MOTIONED BY: S. BLUE

SECONDED BY: E. WADE

D. SCHNYER:	OUT
S. BLUE:	AYE
D. WILSON:	AYE
E. WADE:	AYE
E. RODGERS:	AYE

MMcK/dh 2/05/03

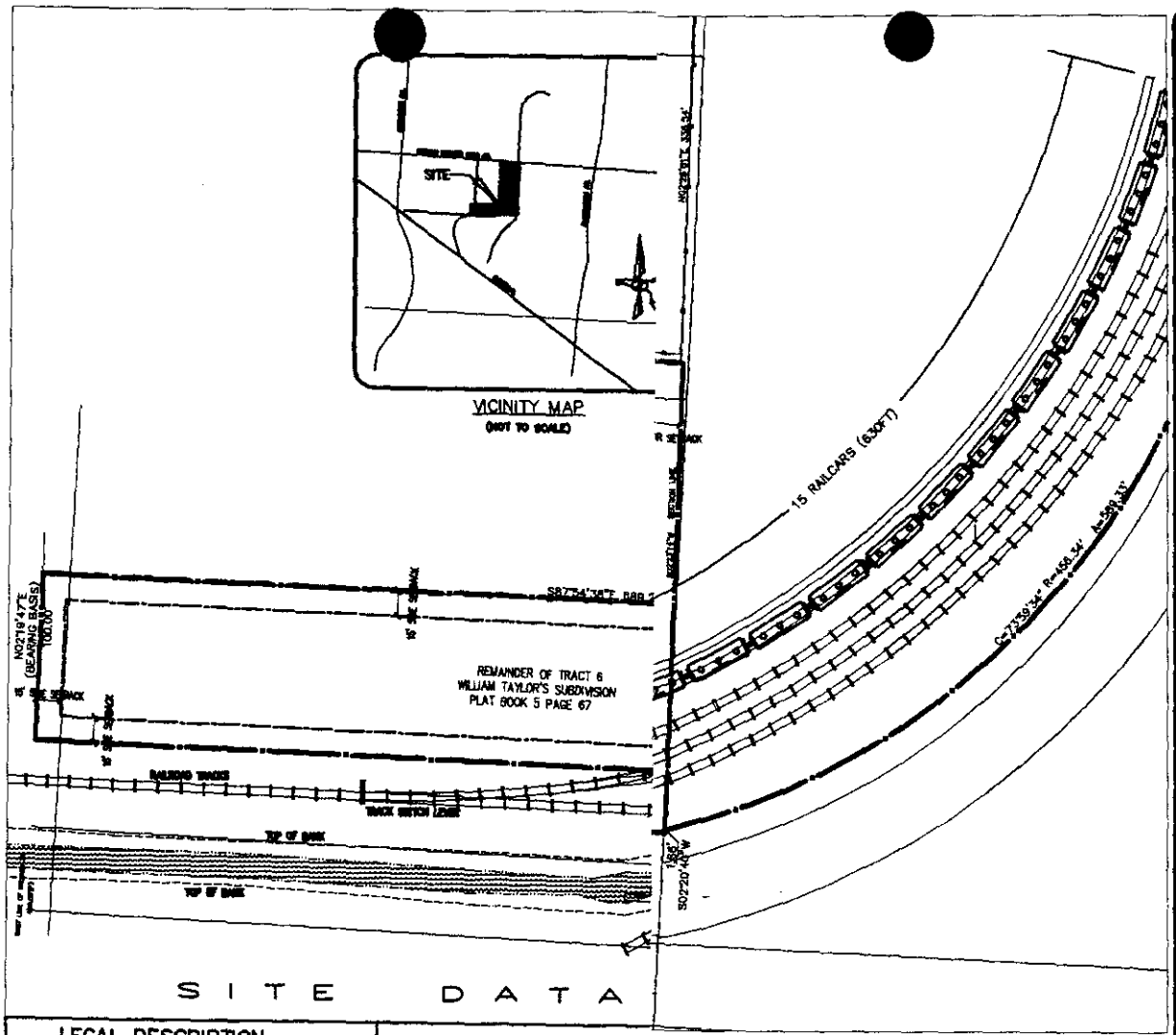
travel south, turn right at 45th Street and travel west and then enter appropriate onramp for access to Interstate 95.

(4) Operational hours of the ash transfer facility shall be from seven (7) am to six (6) pm Monday - Friday.

SECTION 2. This resolution shall act as the final order which is not required to be recorded in the public records of Palm Beach County.

SECTION 3. This resolution shall take effect immediately upon approval by the City Council.

********THE REMAINDER OF THIS PAGE IS INTENTIONALLY LEFT BLANK*********



SITE DATA

LEGAL DESCRIPTION

PROPERTY CONTROL # = 56-43-42-32-05-000-0071

A PARCEL OF LAND IN SECTION 32, TOWNSHIP 42 SOUTH, RANGE 43 EAST, IN THE CITY OF RIVIERA BEACH, PALM BEACH COUNTY, FLORIDA, BEING PART OF LOT 7, WILLIAM TAYLOR'S SUBDIVISION, ACCORDING TO THE PLAT THEREOF RECORDED IN PLAT BOOK 5, PAGE 67, PUBLIC RECORDS OF PALM BEACH COUNTY, FLORIDA, AND BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:

BEGINNING AT A POINT IN THE EAST LINE OF SAID LOT 7, AT A DISTANCE OF 300 FEET NO. OF THE SOUTHEAST CORNER THEREOF, THENCE WESTERLY, PARALLEL TO THE SOUTH LINE OF SAID LOT 7, A DISTANCE OF 847.53 FEET, TO A POINT IN THE WEST LINE OF SAID LOT 7; THENCE NORTHERLY ALONG THE WEST LINE OF SAID LOT 7, A DISTANCE OF 374.88 FEET TO THE NORTHWEST CORNER THEREOF; THENCE EASTERLY ALONG THE NORTH LINE OF SAID LOT 7, A DISTANCE OF 846.33 FEET TO THE NORTHEAST CORNER THEREOF; THENCE SOUTHERLY ALONG THE EAST LINE OF SAID LOT 7, A DISTANCE OF 376.67 FEET TO THE POINT OF BEGINNING; CONTAINING 4.101 ACRES, MORE OR LESS.

PROPERTY CONTROL # 56-43-42-32-05-000-0083

PARCEL A

A TRACT OF LAND IN THE EAST HALF (E-1/2) OF THE SOUTHWEST QUARTER (SW-1/4) OF SECTION 32, TOWNSHIP 42 SOUTH, RANGE 43 EAST, PALM BEACH COUNTY, FLORIDA, MORE PARTICULARLY DESCRIBED AS FOLLOWS, TO WIT: ALL THAT PART OF THE EAST HALF (E-1/2) OF THE SOUTHWEST QUARTER (SW-1/4) OF SAID SECTION 32, LYING SOUTH OF SILVER BOULEVARD AND WEST AND NORTH OF THE 44 FT. RAILROAD RIGHT OF WAY, PLAT NO. 3, LEWIS TERMINALS, ACCORDING TO THE PLAT THEREOF ON FILE IN THE OFFICE OF THE CLERK OF THE CIRCUIT COURT IN AND FOR PALM BEACH COUNTY, FLORIDA, RECORDED IN PLAT BOOK 27, PAGES 42, 43 AND 44, WHICH TRACT OF LAND IS HEREINAFTER FOR CONVENIENCE REFERRED TO AS "PARCEL A".

DEVELOPMENT DATA:

PROPERTY CONTROL # (LOT 7)	= 56-43-42-32-05-000-0071
PROPERTY CONTROL # (PARCEL A)	= 56-43-42-32-05-000-0083
EXISTING ZONING DISTRICT:	= IG GENERAL INDUSTRIAL
PROPOSED ZONING DISTRICT:	= IG GENERAL INDUSTRIAL
LAND USE DESIGNATION:	= INDUSTRIAL
TYPE OF USE:	= INDUSTRIAL
MAX. BLDG. HEIGHT:	= 50'
MIN. BLDG. SETBACKS:	= FRONT 40 FEET
	SIDE 15 FEET
	REAR 20 FEET

SITE DATA:		NEW/
SITE AREA: 5.678 ACRES	=	247,
BUILDING GROUND COVERAGE:		
STORAGE SILO SLAB	=	3
CONTROL ROOM	=	
TOTAL BUILDING GROUND COVERAGE	=	3,
GROUND COVERAGE RATIO:	=	
NUMBER OF STORIES:	=	SILO CONT
TOTAL FLOOR AREA:	=	
FLOOR AREA RATIO:	=	
OFF SITE PARKING (ENTRANCES)	=	1,
ASPHALT PAVING:	=	3,
SIDEWALK AREA:	=	
*MISC. SLAB AREAS	=	2,
TOTAL IMPERVIOUS SURFACE AREA	=	3,
IMPERVIOUS RATIO	=	
TOTAL PERVIOUS AREA	=	234,
PERVIOUS RATIO	=	
PROPOSED REVISION	=	

PARKING DATA:		REQUIR
REQUIRED PARKING:		
OFFICE AREA 1/300 S.F.	=	1
HANDICAPPED PARKING IS INCLUSIVE		
TOTAL PARKING:	=	2
HANDICAPPED PARKING PROVIDED:	=	1
OFF STREET LOADING:	=	

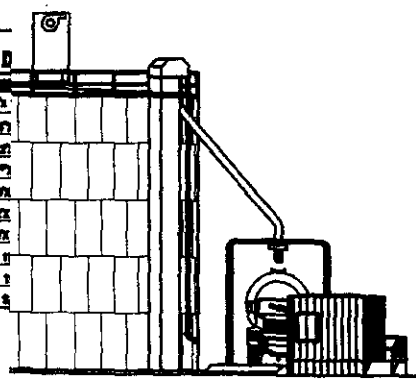
*SEE LEGEND FOR INCLUSIVE AREAS

SITE PLAN

NORTH

LEGEND

MARK	DESCRIPTION		DIMENSIONS
1	SCALE SUBGRADE PIT 1	*	14'x
2	SCALE LIFT PIT	*	16'-6"x
3	EQUIPMENT SLAB 1	*	12'
4	TRUCK DOME CONTROL ROOM		20'-7"
5	TRUCK DOME	*	20'x
6	SCALE SUBGRADE PIT 2	*	12'x
7	EQUIPMENT SLAB 2	*	16'x
8	SCALE APRON	*	16'x 1
9	SCALE APRON	*	20'x 1
10	SILO SLAB		30'x 5



VATION LOOKING WEST @ SILO

REV. 11.21.02

IBG RESOURCES, INC.
LOTS 6 and 7, LEWIS TERMINALS
RIVIERA BEACH, FLORIDA
G. Raymond Berry • A.I.A. • N.C.A.R.B. • ARCHITECT • PLANNER • 4152 W. Blue Heron Blvd. Suite 1114 • Riviera Beach, FL 33404 • (561) 881-1583 • FAX 881-8155

SP

10.31.02

Exhibit A

RESOLUTION NO. 29-03

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF RIVIERA BEACH, PALM BEACH COUNTY, FLORIDA, AUTHORIZING THE MAYOR AND THE CITY CLERK TO EXECUTE AN AGREEMENT BETWEEN THE CITY OF RIVIERA BEACH AND PALM BEACH COUNTY ACCEPTING FUNDS IN THE AMOUNT OF $74,184 FROM THE PALM BEACH COUNTY BOARD OF COUNTY COMMISSIONERS (BCC), THE EDWARD BYRNE MEMORIAL STATE AND LOCAL LAW ENFORCEMENT FORMULA GRANT; AUTHORIZING THE FINANCE DIRECTOR TO TRANSFER CASH MATCH TOTALLING $24,728 FROM THE POLICE FORFEITURE FUND ACCOUNT (150-0817-581-0-0148) TO THE BYRNE GRANT (148-00-381150); AND PROVIDING AN EFFECTIVE DATE.

WHEREAS, the City authorize staff to apply for funding on May 1, 2002; and

WHEREAS, the Palm Beach County Board of County Commissioners (BCC) and the Criminal Justice Commission acting as the Substance Abuse Advisory Board has established the Edward Byrne Memorial State and Local Law Enforcement Assistance Formula Grant program; and

WHEREAS, the City of Riviera Beach has been awarded funds in the amount of $74,184 and requires a 25% match in the amount of $24,728 totaling $98,912; and

WHEREAS, the Riviera Beach Civil Drug Court has implemented this Program (RESTART) under a previous grant awarded; and

WHEREAS, the Riviera Beach Civil Drug Court is capable of and willing to continue facilitating the program that has been created once the grant is approved.

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

SECTION 1. That the Mayor and City Clerk are authorized to execute the Agreement on behalf of the City accepting funds for $74,184 from the Palm Beach County Board of County Commissioners and the Edward Byrne Memorial State and Local Law Enforcement Assistance Formula Grant Program.

SECTION 2. That the Finance Director is authorized to transfer the required cash match of $24,728 from the Police Forfeiture Fund account 150-0817-581-0-0148 to the Byrne Grant 148-00-381150.

SECTION 3. The Finance Director is authorized to set up budget as follows:

REVENUE

148-00-334692	**Byrne Grant**	**$74,184**
148-00-381150	**Transfer from Police Forfeiture Fund**	**$24,728**
	Total	**$98,912**

EXPENDITURE

148-1618-569-1-1201	**Salaries/Benefits**	**$39,626**
148-1618-569-1-1403	**Health Insurance**	**$10,684**
148-1618-569-1-1404	**Life**	**$ 574**
148-1618-569-1-1402	**Retirement**	**$ 5,151**
148-1618-569-1-1406	**Unemployment**	**$ 322**
148-1618-569-1-1405	**Worker's Comp**	**$ 535**
148-1618-569-1-1203	**FICA Taxes**	**$ 3,031**
148-1618-569-1-1401	**Contract Services**	**$24,000**
148-1618-569-1-4701	**Printing/Binding**	**$ 3,500**
148-1618-569-1-5201	**Operating Supplies**	**$ 4,385**
148-1618-569-1-6404	**Office Equipment & Furn.**	**$ 4,104**
148-1618-569-1-4201	**Postage**	**$ 500**
148-1618-569-1-5403	**Employee Development Training**	**$ 2,500**
		$98,912

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

PASSED AND APPROVED this 5 day of February, 2003.

APPROVED:

MICHAEL D. BROWN
MAYOR

(MUNICIPAL SEAL)

ATTEST:

CARRIE E. WARD
MASTER MUNICIPAL CLERK
CITY CLERK

DAVID G. SCHNYER
CHAIRPERSON

SYLVIA LEE BLUE
PRO-TEM

DONALD R. WILSON
COUNCIL PERSON

ELIZABETH "LIZ" WADE
COUNCIL PERSON

EDWARD RODGERS
COUNCIL PERSON

REVIEWED AS TO LEGAL SUFFICIENCY
PAMALA HANNA RYAN, CITY ATTORNEY
DATE 1/29/03

MOTIONED BY: D. WILSON

SECONDED BY: E. WADE

D. SCHNYER	AYE
S. BLUE	AYE
D. WILSON	AYE
E. WADE	AYE
E. RODGERS	AYE

FAS/vb/1-27-03

RESOLUTION NO. 30-03

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF RIVIERA BEACH, PALM BEACH COUNTY, FLORIDA, AWARDING THE CONTRACT AGREEMENT TO THE CPM GROUP OF JUPITER FLORIDA, FOR MARKETING CONSULTANT SERVICES FOR THE CITY OF RIVIERA BEACH THIRD ANNUAL JAZZ AND BLUES FESTIVAL AT A COST NOT TO EXCEED $50,000.00 AND AUTHORIZING THE MAYOR AND CITY CLERK TO EXECUTE THE AGREEMENT; AND FURTHER AUTHORIZING THE FINANCE DIRECTOR TO MAKE PAYMENT FROM ACCOUNT NO. 135-0202-572-0-4904; AND PROVIDING AN EFFECTIVE DATE.

WHEREAS, the City of Riviera Beach requested companies to submit proposals for Marketing Consulting Services for the Riviera Beach 3rd Annual Jazz and Blues Festival; and

WHEREAS, four (4) proposals were received and opened on January 17, 2003, and a selection committee evaluated each proposal and determined CPM Group to offer the proposal that best addresses the Marketing Consulting needs of the City; and

WHEREAS, CPM Group is sufficiently qualified to provide the needed service.

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

SECTION 1. That the City accepts the proposal of the CPM Group to provide marketing consulting services for the City of Riviera Beach 3rd Annual Jazz and Blues Festival.

SECTION 2. That the Mayor and City Clerk enter into an agreement with the CPM Group of Jupiter Florida for Marketing/Consulting Services.

SECTION 3. The City Council authorizes the Finance Director to make payment from the Advertising/Marketing Account No. 135-0202-572-0-4904.

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

PASSED and APPROVED this February 5 date of _____, 2003.

APPROVED:

MICHAEL D. BROWN
MAYOR

[Municipal Seal]

CARRIE E. WARD
MASTER MUNICIPAL CLERK
CITY CLERK

DAVID G. SCHNYER
CHAIRPERSON

SYLVIA LEE BLUE
CHAIRPERSON PRO TEM

DONALD R. WILSON
COUNCILPERSON

ELIZABETH "LIZ" WADE
COUNCILPERSON

EDWARD RODGERS
COUNCILPERSON

Motioned by: S. BLUE
Seconded by: D. WILSON

D. Schnyer	AYE
S. Blue	AYE
D. Wilson	AYE
E. Wade	OUT
E. Rodgers	AYE

Approved as to legal sufficiency:

By: _____
Pamala H. Ryan, City Attorney
Date: 2/5/03

GS/fpm.013103

CONTRACT FOR CONSULTING/PROFESSIONAL SERVICES

This Contract is made as of the 6th day of February, 2003, by and between the City of Riviera Beach, Palm Beach County, Florida a Political Subdivision of the State of Florida, by and through its City Council, hereinafter referred to as the CITY, and Custom Publishing and Marketing Group Inc, a corporation authorized to do business in the State of Florida, hereinafter referred to as the CONSULTANT, whose Federal I.D. is 65-0380160.

In consideration of the mutual promises contained herein, the CITY and the CONSULTANT agree as follows:

ARTICLE 1 - SERVICES

The CONSULTANT'S responsibility under this Contract is to provide professional marketing consultation services for The City of Riviera Beach 3rd Annual Jazz and Blues Festival, as outlined in the CONSULTANT'S Proposal herein after referred to as Exhibit "A", attached hereto and incorporated by reference herein.

The CITY'S representative/liaison during the performance of this Contract shall be Ms. Gloria Shuttlesworth, telephone number (561) 845- 4168.

ARTICLE 2 - SCHEDULE

The CONSULTANT shall commence services on February 06, 2003 and complete all services by March 31, 2003.

Work products, reports and other items shall be delivered or completed in accordance with the work plan outlined in exhibit "A".

ARTICLE 3 - PAYMENTS TO CONSULTANT

A. Generally - The CITY agrees to compensate the CONSULTANT for services rendered not to exceed $50,000.00 as outlined in exhibit "A", item "F", Statement of Costs. The total and cumulative amount of this contract shall not exceed the amount of funds annually budgeted for these services. Reimbursable expenses, as identified in said fee proposal, incurred during the course of the performance of this contract, including, but not limited to, out-of-pocket expenses for express mail, computerized research, word processing charges, long distance telephone, postage and photocopying shall be itemized and invoiced separately. The CITY shall not reimburse the CONSULTANT for any travel costs incurred as a direct result of the CONSULTANTS providing deliverables to the CITY in pursuance of the scope of work contained in Exhibit "A", attached hereto and made part hereof.

B. Invoices received from the CONSULTANT pursuant to this Contract will be reviewed and approved by the CITY'S representative, indicating that services have been rendered in conformity with the Contract and then will be sent to the Finance Department for payment. Invoices will normally be paid within thirty (30) days following the CITY representative's approval.

C. All requests for payment of expenses eligible for reimbursement under the terms of this Agreement shall include copies of said receipts, invoices, or other documentation acceptable to the City of Riviera Beach Finance Department. Such documentation shall be sufficient to establish that the expense was actually incurred and necessary in the performance of the scope of work described in this Agreement. Long distance telephone calls shall identify the person(s) called, purpose of call, time, and costs. Mileage charges shall identify the destination, number of miles, rate, and purpose of travel. Duplication charges shall describe the documents, purpose of duplicating, and rate charged. Any travel, per diem, mileage, meals, or lodging expenses, which may be reimbursable under the terms of this Agreement, will be paid in accordance with the rates and conditions set forth in Section 112.061, Florida Statutes.

D. Final Invoice: In order for both parties herein to close their books and records, the CONSULTANT will clearly state "final invoice" on the CONSULTANT'S final/last billing to the CITY. This certifies that all services have been properly performed and all charges and costs have been invoiced to the City of Riviera Beach. Since this account will thereupon be closed, any and other further charges if not properly included in this final invoice are waived by the CONSULTANT and the CITY shall have no obligations for any other costs or expenses thereafter.

ARTICLE 4 - TRUTH-IN NEGOTIATION CERTIFICATE

Signature of this Contract by the CONSULTANT shall also act as the execution of a truth-in-negotiation certificate certifying that the wage rates, over-head charges, and other costs used to determine the compensation provided for in this Contract are accurate, complete and current as of the date of the Contract and no higher than those charged to the CONSULTANT'S most favored customer for the same or substantially similar service.

The said rates and costs shall be adjusted to exclude any significant sums should the CITY determine that the rates and costs were increased due to inaccurate, incomplete or noncurrent wage rates or due to inaccurate representations of fees paid to outside consultants. The CITY shall exercise its right under this Article 4 within three (3) years following final payment.

ARTICLE 5 - TERMINATION

This Contract may be cancelled by the CONSULTANT upon thirty (30) days prior written notice to the CITY'S representative in the event of substantial failure by the CITY to perform in accordance with the terms of this Contract through no fault of the CONSULTANT. It may also be terminated, in whole or in part, by the CITY, with or without cause, immediately upon written notice to the CONSULTANT. Unless the CONSULTANT is in breach of this Contract, the CONSULTANT shall be paid for services rendered to the CITY'S satisfaction through the date of termination. After receipt of a Termination Notice and except as otherwise directed by the CITY the CONSULTANT shall:

A. Stop work on the date and to the extent specified.

B. Terminate and settle all orders and subcontracts relating to the performance of the terminated work.

C. Transfer all work in progress, completed work, and other materials related to the terminated work to the CITY.

D. Continue and complete all parts of the work that have not been terminated.

ARTICLE 6 - PERSONNEL

The CONSULTANT represents that it has, or will secure at its own expense, all necessary personnel required to perform the services under this Contract. Such personnel shall not be employees of or have any contractual relationship with the CITY.

All of the services required hereunder shall be performed by the CONSULTANT 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.

Any changes or substitutions in the CONSULTANT'S key personnel, as may be listed in Exhibit "A", must be made known to the CITY'S representative and written approval must be granted by the CITY'S representative before said changes or substitution can become effective.

The CONSULTANT warrants that all services shall be performed by skilled and competent personnel to the highest professional standards in the field.

The CONSULTANT 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 CONSULTANT. Nothing contained herein shall create any contractual relationship between any subcontractor and the CITY.

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

ARTICLE 7 - SUBCONTRACTING

The CITY reserves the right to accept the use of a subcontractor or to reject the selection of a particular subcontractor and to inspect all facilities of any subcontractor in order to make a determination as to the capability of the subcontractor to perform properly under this Contract. The CONSULTANT is encouraged to seek minority and women business enterprises for participation in subcontracting opportunities.

If a subcontractor fails to perform or make progress, as required by this Contract, and it is necessary to replace the subcontractor to complete the work in a timely fashion, the CONSULTANT shall promptly do so, subject to acceptance of the new subcontractor by the CITY.

ARTICLE 8 - M/WBE PARTICIPATION

M/WBE shall have the opportunity to participate in this project. Proposers are hereby informed that the City of Riviera Beach has established a goal of a minimum of 15% participation of M/WBE. A good faith effort will be made to hire M/WBE.

In keeping with the City's policy, the CONSULTANT further agrees to hire other minority sub-contractors to work on this project.

In accordance with the City of Riviera Beach M/WBE Ordinance #2412, as amended, the CONSULTANT agrees to the M/WBE participation for this contract and agrees to abide by all provisions of the M/WBE Ordinance and understands that failure to comply with any of the requirements will be considered a breach of contract.

ARTICLE 9 - FEDERAL AND STATE TAX

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

The CONSULTANT shall be responsible for payment of its own and its share of its employees' payroll, payroll taxes, and benefits with respect to this contract.

ARTICLE 10 - AVAILABILITY OF FUNDS

The CITY'S performance and obligation to pay under this contract is contingent upon an annual appropriation for its purpose by the City of Riviera Beach City Council.

ARTICLE 11 - INSURANCE

A. Prior to execution of this Contract by the CITY, the CONSULTANT shall provide certificates evidencing insurance coverage 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 CONSULTANT has obtained insurance of the type, amount, and classification as required for strict compliance with the 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 CONSULTANT of its liability and obligations under this Contract.

B. The CONSULTANT shall maintain during the term of this Contract, standard Professional Liability Insurance in the minimum amount of $300,000,.00 per occurrence.

C. The CONTRACTOR shall maintain, during the life of this Contract, commercial general liability, including contractual liability insurance in the amount of $300,000 per occurrence to protect the 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 Contract, whether such operations be by the CONTRACTOR or by anyone directly employed by or contracting with the CONTRACTOR.

D. The CONSULTANT shall maintain during the life of this Contract, adequate Worker's 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.

ARTICLE 12 - INDEMNIFICATION

The CONSULTANT 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 cause of action which may arise from any negligent act or omission of the CONSULTANT, its agents, servants, or employees in the performance of services under this Contract.

The CONSULTANT 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 CONSULTANT 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.

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

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

ARTICLE 13 - SUCCESSORS AND ASSIGNS

The CITY and the CONSULTANT each binds itself and its partners, successors, executors, administrators, and assigns to the other party of this Contract and to the partners, successors, executors, administrators and assigns of such other party, in respect to all covenants of this Contract. Except as above, neither the CITY nor the CONSULTANT shall assign, sublet, convey or transfer its interest in this Contract without the written consent of the other. Nothing herein shall be construed as creating any personal liability on the part of any officer or agent of the CITY which may be a party hereto, nor shall it be construed as giving any rights or benefits hereunder to anyone other than the CITY and the CONSULTANT.

ARTICLE 14 - VENUE

This Contract and any dispute, disagreement, or issue of construction or interpretation arising hereunder whether relating to its execution, its validity, the obligations provided therein, 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 contract will be held in Palm Beach County.

ARTICLE 15 - REMEDIES

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.

ARTICLE 16 - CONFLICT OF INTEREST

The CONSULTANT represents that is presently has no interest and shall acquire no interest, either direct or indirect, which would conflict in any manner with the performance or services required hereunder, as provided for in Florida Statutes 112.311. The CONSULTANT further represents that no person having any such conflicting interest shall be employed for said performance.

The CONSULTANT shall promptly notify the CITY'S representative, in writing, by certified mail, of all potential conflicts of interest for any prospective business association, interest or other circumstance which may influence or appear to influence the CONSULTANT'S judgment or quality of services being provided hereunder. Such written notification shall identify the prospective business association, interest or circumstance, the nature of work that the CONSULTANT may undertake and request an opinion of the CITY as to whether the association, interest or circumstance would, in the opinion of the CITY, constitute a conflict of interest if entered into by the CONSULTANT. The CITY agrees to notify the CONSULTANT of its opinion by certified mail within thirty (30) days of receipt of notification by the CONSULTANT. If, in the opinion of the CITY, the prospective business association, interest or circumstance would not constitute a conflict of interest by the CONSULTANT, the CITY shall so state in the notification and the CONSULTANT shall, at its option, enter into said association, interest or circumstance and it shall be deemed not in conflict of interest with respect to services provided to the CITY by the CONSULTANT under the terms of this Contract.

ARTICLE 17 – DELAYS AND EXTENSION OF TIME

The CONSULTANT 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 CONSULTANT 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 CONSULTANT'S request, the CITY shall consider the facts and extent of any failure to perform the work and, if the CONSULTANT'S failure to perform was without it or its subcontractors fault or negligence the Contract Schedule and/or any other affected provision of this Contract 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 CONSULTANT 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 consultant 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 CONSULTANT'S control, or by delay authorized by the CITY pending negotiation or by any cause which the CITY shall decide justifies

the delay, then the time of completion shall be extended for any reasonable time the CITY may decide. No extension shall be made for delay occurring more than seven (7) days before claim therefore is made in writing to the CITY. In the case of continuing cause of delay, only one (1) claim is necessary.

This article does not exclude the recovery of damages for delay by either party under other provisions in the Contract.

ARTICLE 18 - ARREARS

The CONSULTANT shall not pledge the CITY'S credit or make it a guarantor of payment or surety for any contract, debt, obligation, judgment, lien, or any form of indebtedness. The CONSULTANT further warrants and represents that is has no obligation or indebtedness that would impair its ability to fulfill the terms of this Contract.

ARTICLE 19 - DISCLOSURE AND OWNERSHIP OF DOCUMENTS

The CONSULTANT shall deliver to the CITY'S representative for approval and acceptance, and before being eligible for final payment of any amounts due, all documents and materials prepared by and for the CITY under this Contract.

All written and oral information not in the public domain or not previously known, and all information and data obtained, developed, or supplied by the CITY or at its expense will be kept confidential by the CONSULTANT and will not be disclosed to any other party, directly or indirectly, without the CITY'S prior written consent unless required by a lawful order. All drawings, maps, sketches, programs, data base, reports and other data developed, or purchased, under this Contract for or at the CITY'S expense shall be and remain the CITY'S property and may be reproduced and reused at the discretion of the CITY.

The CITY and the CONSULTANT shall comply with the provisions of Chapter 119, Florida Statutes (Public Records Law).

All covenants, agreements, representations and warranties made herein, or otherwise made in writing by any party pursuant hereto, including but not limited to any representations made herein relating to disclosure or ownership of documents, shall survive the execution and delivery of this Contract and the consummation of the transactions contemplated hereby.

ARTICLE 20 - INDEPENDENT CONTRACTOR RELATIONSHIP

The CONSULTANT is, and shall be, in the performance of all work services and activities under this Contract, an Independent Contractor, and not an employee, agent, or

servant of the CITY. All persons engaged in any of the work or services performed pursuant to this Contract shall at all times, and in all places, be subject to the CONSULTANT'S sole direction, supervision, and control. The CONSULTANT shall exercise control over the means and manner in which it and its employees perform the work, and in all respects the CONSULTANT'S relationship and the relationship of its employees to the CITY shall be that of an Independent Contractor and not as employees or agents of the CITY.

The CONSULTANT does not have the power or authority to bind the CITY in any promise, agreement or representation other than specifically provided for in this agreement.

ARTICLE 21 - CONTINGENT FEES

The CONSULTANT warrants that it is has not employed or retained any company or person, other than a bona fide employee working solely for the CONSULTANT to solicit or secure this Contract and that it has not paid or agreed to pay any person, company, corporation, individual, or firm, other than a bona fide employee working solely for the CONSULTANT, any fee, commission, percentage, gift, or any other consideration contingent upon or resulting from the award or making of this Contract.

ARTICLE 22 - ACCESS AND AUDITS

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

ARTICLE 23 - NONDISCRIMINATION

The CONSULTANT warrants and represents that all of its employees are treated equally during employment without regard to race, color, religion, disability, sex, age, national origin, ancestry, marital status, or sexual orientation.

ARTICLE 24 - ENFORCEMENT COSTS

If any legal action or other proceeding, including but not limited to arbitration and/or mediation, is brought for any dispute, disagreement, or issue of construction, declaration or interpretation arising hereunder whether relating to the Contract's execution, validity, the obligations provided therein, or performance of this Contract, or because of an alleged breach, default or misrepresentation in connection with any provisions of this Contract, 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.

ARTICLE 25 - AUTHORITY TO PRACTICE

The CONSULTANT hereby represents and warrants that it has and will continue to maintain all licenses and approvals required to conduct its business, and that it will at all times conduct its business activities in a reputable manner. Proof of such licenses and approvals shall be submitted to the CITY'S representative upon request.

ARTICLE 26 - SEVERABILITY

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

ARTICLE 27 - PUBLIC ENTITY CRIMES

As provided in F.S. 287.132-133 by entering into this Contract or performing any work in furtherance hereof, the contractor 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 thirty-six (36) months immediately preceding the date hereof. This notice is required by F.S.287.133(3)(a).

ARTICLE 28 - MODIFICATIONS OF WORK

The CITY reserves the right to make changes in Scope of Work, including alterations, reductions therein or additions thereto. Upon receipt by the CONSULTANT of the CITY'S notification of a contemplated change, the CONSULTANT 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 CONSULTANT'S ability to meet the completion dates or schedules of this Contract.

If the CITY so instructs in writing, the CONSULTANT shall suspend work on that portion of the Scope of Work affected by the contemplated change, pending the CITY'S decision to proceed with the change.

If the CITY elects to make the change, the CITY shall initiate a Contract Amendment and the CONSULTANT shall not commence work on any such change until such written

amendment is signed by the CONSULTANT and approved and executed by the City of Riviera Beach.

ARTICLE 29 - NOTICE

All notices required in this Contract shall be sent by certified mail, return receipt requested, and if sent to the CITY shall be mailed to:

Gloria Shuttlesworth, Asst. City Manager

City of Riviera Beach

600 W. Blue Heron Blvd.

Riviera Beach, FL. 33404

and if sent to the CONSULTANT shall be mailed to:

Richard Downes

Custom Publishing & Marketing Group, Inc.

6037 Winding Lake Drive

Jupiter, Florida 33458

ARTICLE 30 - ENTIRETY OF CONTRACTUAL AGREEMENT

The CITY and the CONSULTANT agree that this Contract 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 Contract may be added to, modified, superseded or otherwise altered, except by written instrument executed by the parties hereto in accordance with Article 28- Modifications of Work.

ARTICLE 31 – PROTECTION OF WORK AND PROPERTY

The CONSULTANT shall continuously maintain adequate protection of all work from damage, and shall protect the CITY'S property from injury or loss arising in connection with the Contract. Except for any such damage, injury, or loss, except that which may be directly due to errors caused by the CITY or employees of the CITY, the CONTRACTOR shall provide any necessary materials to maintain such protection.

Until acceptance of the work by the CITY, the CITY'S property shall be under the charge and care of the CONSULTANT and the CONSULTANT shall take every necessary precaution against injury or damage to the work by the action of elements or from any other cause whatsoever, and the CONSULTANT shall repair, restore and make good, without additional without additional cost or expense to the CITY the work occasioned by any of the above causes before its completion and acceptance.

ARTICLE 32 – TIME

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

ARTICLE 33 - TERMINOLOGY AND CAPTIONS

All pronouns, singular, plural, masculine, feminine or neuter, shall mean and include the person, entity, firm or corporation to which they relate as the context may require. Wherever the context may require, the singular shall mean and include the plural and the plural shall mean and include the singular. The term "Contract" as used herein, as well as the terms "herein", "hereof", "hereunder", "hereinafter" and the like mean this Contract in its entirety and all exhibits, amendments and addenda attached hereto and made a part hereof. The captions and paragraph headings are for reference and convenience only and do not enter into or become a part of the context of this Contract, nor shall such headings affect the meaning or interpretation of this Contract.

ARTICLE 34 - WAIVER

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

ARTICLE 35 - PREPARATION

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

ARTICLE 36 - MATERIALITY

All provisions of the Contract shall be deemed material, in the event CONSULTANT fails to comply with any of the provisions contained in this Contract or exhibits, amendments and addenda attached hereto, said failure shall be deemed a material breach of this Contract and CITY may at its option and without notice terminate this Contract.

AGREEMENT WITH THE CITY OF RIVIERA BEACH

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

CITY OF RIVIERA BEACH

BY: _____
MICHAEL D. BROWN

MAYOR

CPM GROUP

BY: _____
RICHARD DOWNES

PRESIDENT

ATTEST:

BY: _____
CARRIE E. WARD, MMC,
CITY CLERK

APPROVED AS TO FORM AND LEGAL SUFFICIENCY

BY: _____
PAMALA RYAN
CITY ATTORNEY

DATE: 2/5/03

APPROVED AS TO TERMS AND CONDITIONS

BY: _____
GLORIA SHUTTLESWORTH
ASST. CITY MANAGER

SUMMARY OF REQUESTS FOR PROPOSAL # 06603
MARKETING CONSULTING SERVICES FOR
THIRD ANNUAL JAZZ AND BLUES FESTIVAL

NAME OF FIRM	QUALIFICATIONS	EXPERIENCE	M/WBE	EST COST	LOCATION	COM
CPM Group 6037 Winding Lake Dr. Jupiter, FL 33458 (561) 743-0548	Qualified Firm 13 years of publishing, printing/direct mail/ internet experience	Founded in 1989 Staff has over 70 years of combined professional marketing experience. Company has promoted jazz events and festivals. Other Projects include: * PB County Parks & Rec * Catalfumo Construction * Perry Tri-Tech	No MBE submitted with proposal	$49,911.00	Jupiter, FL	Submitted many example developed for similar eve Has committed to dedicat project - approx. 250 hrs. The President of this com project. Well developed Work Plar approach with good ideals
Blue Wave Design 11911 U.S. Hwy One NPB, FL 33408 (561) 775-9607	Qualified Firm Limited professional staffing: 1) Creative Director 1) Project Manager	No relevant experience in marketing music festivals Projects - * Gary Player Group * K-Rain Manufacturing * Husqvarna Forest and Garden	Yes	$41,000.00	North Palm Beach	No experience promoting f
Wilesmith Design 319 Clematis St. Suite# 710 WPB, Fl 33401 (561) 820-9196	Qualified Firm 1)Creative Director 1)Art Director 1)Media Director Limited Professional Staff	Founded in 1996. This Firm appears to have limited experience in the area of marketing festivals. However, has impressive list of projects including several in the public sector. Projects include: * PB County Cultural Council * PB Community College * Arts & Parks Bond Campaign	Yes	$49,600.00 + $65.00 to $100.00 per hour for production costs	West Palm Beach, FL	Pricing structure seems co above budget.
MTM Partners, Inc. 10871 NW 52nd St. Suite # 4 Sunrise, FL 33351 Phone # 954-747-7792	Qualified Firm. Staff has broad based educational background	Founded in 1999. Staff has many years of practical experience in industry. Has experience promoting both private and public sector campaigns.	Yes	$50,000.00	Sunrise, FL.	Provided marketing consult and 2nd Annual Jazz Festi good job for 2002 festival. worked directly on project. knowledge of project. work plan too generic.

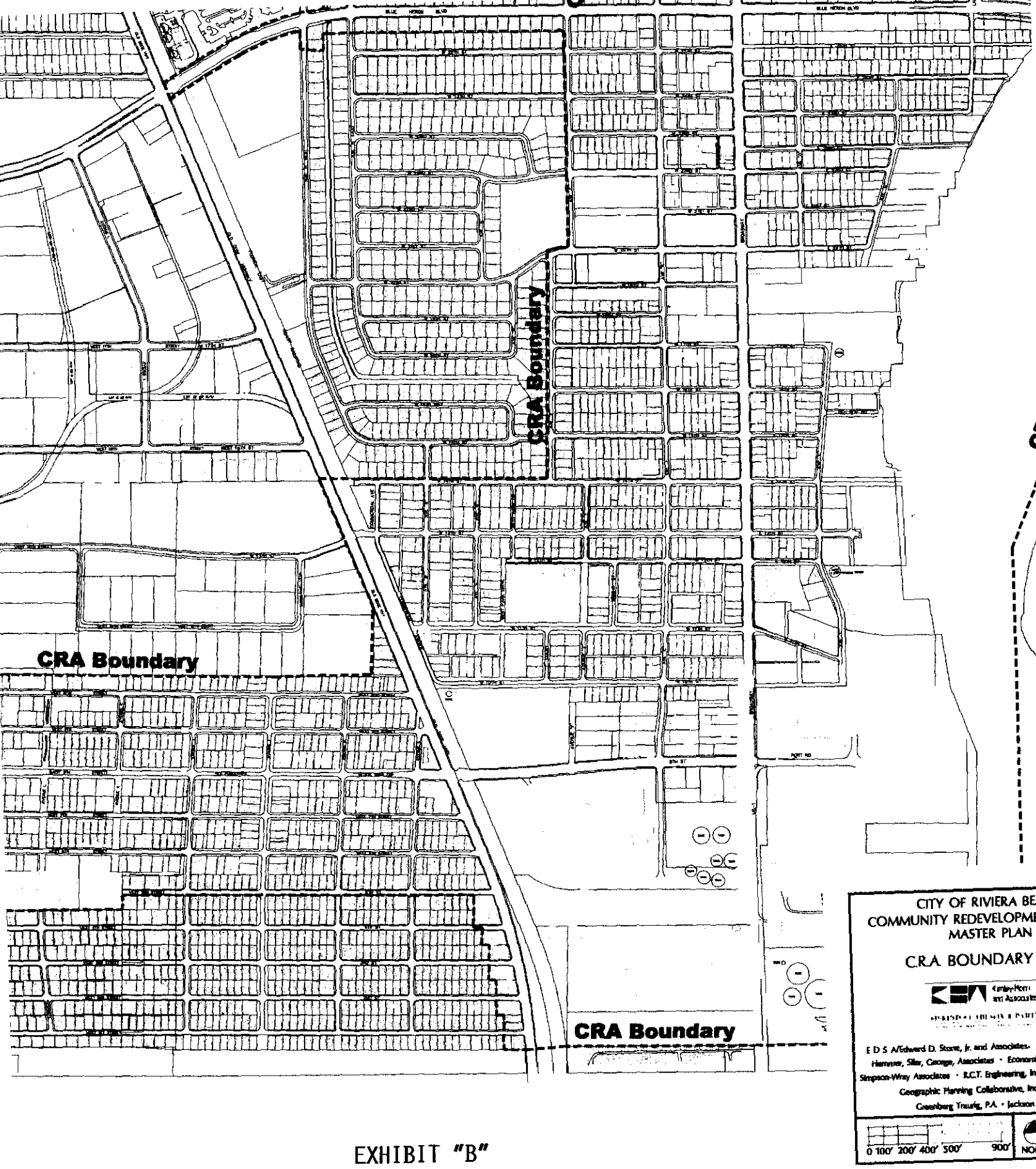

CRA Boundary
CRA Boundary
CRA Boundary
CRA Boundary
CITY OF RIVIERA BEAC
COMMUNITY REDEVELOPMENT
MASTER PLAN
C.R.A. BOUNDARY PL
0 100' 200' 400' 500' 900'
NORTH

EXHIBIT "B"

RESOLUTION NO: 31-03

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF RIVIERA BEACH, PALM BEACH COUNTY, FLORIDA AUTHORIZING THE BOARD OF COMMISSIONERS OF THE RIVIERA BEACH COMMUNITY REDEVELOPMENT AGENCY (CRA) TO ACQUIRE FEE SIMPLE TITLE TO PROPERTY BY CONDEMNATION/EMINENT DOMAIN, GIFT OR PURCHASE OF CERTAIN PROPERTY LOCATED WITHIN BOUNDARY OF THE REDEVELOPMENT PROJECT AREA; SETTING FORTH THE BOUNDARY AND SCOPE OF THE REDEVELOPMENT AREA; FINDING THAT PROPERTY WITHIN THE BOUNDARY OF THE REDEVELOPMENT AREA IS NECESSARY FOR THE PUBLIC PURPOSE OF REDEVELOPMENT IN ACCORDANCE WITH THE INLET HARBOR CITY OF RIVIERA BEACH COMMUNITY REDEVELOPMENT PLAN MODIFICATION 2001; PROVIDING FOR AN EFFECTIVE DATE AND FOR OTHER PURPOSES.

WHEREAS, pursuant to Florida Statutes Chapter 166, as amended, the City Council of the City of Riviera Beach, Florida has authority to take private property through the exercise of the power of condemnation/eminent domain when necessary to accomplish a public purpose; and

WHEREAS, pursuant to Florida Statutes Chapter 166 and 163, the City Council of the City of Riviera Beach, Florida is authorized to delegate the right to exercise the power of condemnation/eminent domain to the Riviera Beach Community Redevelopment Agency (CRA) for the purpose of taking property necessary to accomplish a public purpose; and

WHEREAS, pursuant to Resolution Number 245-01, as passed by the City Council of the City of Riviera Beach on December 12, 2001, adopting the Inlet Harbor City of Riviera Beach Redevelopment Plan Modification 2001, the CRA has been directed to carry out the Plan in accordance with its terms and has been provided the authority necessary to carry out the Plan; and

WHEREAS, the scope and boundaries of the redevelopment project have been clearly defined and located within the city limits of the City of Riviera Beach, Florida as described on Exhibit "A" attached hereto and incorporated herein; and

WHEREAS, the property to be acquired for implementation of Inlet Harbor City of Riviera Beach Redevelopment Plan Modification 2001 is located within the boundaries of the City of Riviera Beach and the CRA;

WHEREAS, maps have been prepared showing the location of the property necessary to accomplish the CRA objective of implementing the Inlet Harbor City of Riviera Beach Redevelopment Plan Modification 2001 and are attached hereto and incorporated herein as Exhibit "B".

NOW, THEREFORE, BE IT RESOLVED by the City Council of the City of Riviera Beach as follows:

Section 1: The City Council of the City of Riviera Beach, Florida, grants the power of condemnation/eminent domain to the Riviera Beach Community Redevelopment Agency (CRA) to condemn property within the boundaries of the community redevelopment project as described on Exhibits "A" and "B" attached hereto and incorporated herein, which is necessary to accomplish the public purpose of the CRA.

Section 2: The City Council of the City of Riviera Beach, Florida, identifies and establishes that the scope and boundaries of the redevelopment project is as identified on Exhibits "A" and "B" attached hereto incorporated herein and the City hereby delegates and conveys to the CRA the authority to exercise power of condemnation/eminent domain to take any property located within the scope and boundaries of the redevelopment project area upon said property being specifically identified and designated for taking by the CRA in an adopted resolution approved by the CRA Board of Commissioners for the purpose of exercising the condemnation/eminent domain power in the redevelopment area. The CRA is otherwise authorized to acquire property within the redevelopment project area by gift or purchase.

Section 3: All sections herein shall become effective immediately upon passage.

PASSED AND ADOPTED this 5 day of February, 2003.

APPROVED:

MICHAEL D. BROWN,
MAYOR

(MUNICIPAL SEAL)

ATTEST:

CARRIE E. WARD,
MASTER MUNICIPAL CLERK

DAVID G. SCHNYER,
CHAIRPERSON

SYLVIA LEE BLUE,
CHAIR PRO-TEM

DONALD R. WILSON
COUNCILPERSON

ELIZABETH "LIZ" WADE
CHAIRPERSON

EDWARD RODGERS
COUNCILPERSON

MOTIONED BY:	D. WILSON
SECONDED BY:	S. BLUE
D. SCHNYER:	AYE
S. BLUE:	AYE
D. WILSON:	AYE
E. WADE:	NAY
E. RODGERS:	AYE

REVIEWED AS TO LEGAL SUFFICENCY

PAMALA HANNA RYAN, CITY ATTORNEY
DATE: 1/29/03

MMcK/kat
01-21-03

CITY OF RIVIERA BEACH CITY MANAGER'S OFFICE

INTER-DEPARTMENTAL COMMUNICATION

TO: Honorable Mayor and City Council

FROM: William E. Wilkins, City Manager WEW

DATE: February 5, 2003

SUB: Revised Boundary Description, CRA
Agenda Item No. 24

Attached, please find a revised copy of the boundary description for the Riviera Beach Redevelopment Agency (CRA). Please discard the description that is in your agenda package, which contains typographical errors.

If you have any questions, please do not hesitate to contact me.

cc: Mary McKinney, Director of Community Development

ljs\

EXHIBIT A

BOUNDARY DESCRIPTION

for the
Riviera Beach Community Redevelopment Agency (CRA)
City of Riviera Beach, FL
As per City Resolution 88-01
June 6, 2001

Introduction

Resolution 88-01 "finding that a blighted area exists in the City of Riviera Beach" passed on June 6, 2001 and effectively expanded the Community Redevelopment area within the City of Riviera Beach, FL. The City of Riviera Beach Community Redevelopment Agency (CRA) and its Board of Commissioners are responsible for two areas together known as Inlet Harbor: (1) mainland, and (2) Singer Island and the portion adjacent to Blue Heron Bridge. The following is a description of each area.

Mainland

For the purpose of this description, the starting point is the southern boundary of the CRA mainland that is located along the south property line of the Florida Power and Light (FPL) property adjacent to the FPL transmission lines. The description that follows is in a counter clock-wise direction from this starting location. The eastern boundary of the mainland portion is the centerline of the Intracoastal Waterway within the Lake Worth Lagoon running northerly. About 800 feet north of the Blue Heron Bridge, the boundary heads westward crossing the southern property line of parcels to the south of Wilma Circle. The CRA boundary then procedes northward along the eastern right-of-way line of Lake Shore Drive, then turns west along the centerline of Silver Beach Drive.

The CRA boundary then turns southward along the western right-of-way line of Avenue E. It then turns west, following the northern right-of-way line of Avenue F. It then turns west along the northern property line of the parcels north of Blue Heron Boulevard. The CRA boundary turns south 30 feet along the west right-of-way line of Avenue H east and procedes westerly along the northern property line of parcels to the north of Blue Heron Boulevard. It crosses at the canal between Avenue H west and Avenue H east, and turns south at the property line adjacent to the canal. It turns west 60 feet to the north of the centerline of Blue Heron Boulevard.

At the intersection of Blue Heron Boulevard and Old Dixie Highway, the CRA boundary heads south along the eastern right-of-way line of Old Dixie Highway. It then turns east 60 feet to the south of the centerline of Blue Heron Boulevard. It turns south at the western right-of-way line of Avenue H west and then turns east along the south property line of the second property from Blue Heron Boulevard. At the canal between Avenue H west and Avenue H east, the CRA boundary moves northward for about 100 feet and turns east along the south property line of the first row of parcels to the south of Blue Heron Boulevard.

The CRA boundary then turns south, following the western right-of-way line of Avenue F. Then it turns west 145 feet along 20th Street and procedes southward along the western right-

of-way line of Avenue F. The CRA boundary turns west, following the northern right-of-way line of 14th Street. It crosses over Old Dixie Highway and procedes south along the western right-of-way line of Old Dixie Highway.

Approximately 500 feet south of 13th Street, the CRA boundary follows the western property line of the row of parcels to the north of West 10th Street. The CRA boundary turns south at the western right-of-way line of Australian Avenue. It then turns east following the northern property line of parcels to the north of West 4th Street for approximately 1100 feet. The CRA boundary turns north (about 100 feet) and then east following the southern right-of-way line of West 5th Street until it reaches the parcel at the intersection of West 5th Street and Old Dixie Highway. The CRA boundary then procedes south following the western property line of the first row of parcels to the west of Old Dixie Highway. The CRA boundary turns east along the southern property line of parcels to the south of West 1st Street. The boundary procedes easterly and ties to the begin point which is the south property line of the Florida Power and Light (FPL) property where the FPL transmission lines are located.

Singer Island and Blue Heron Bridge

Starting at the northern side of Blue Heron Bridge, the description of this portion of the CRA boundary procedes eastward in a clockwise direction. The CRA boundary crosses Lake Worth Lagoon to the north of the Blue Heron Bridge following along the southern property line of Phil Foster Park. At about the eastern end of the causeway about 250 feet west of Singer Island, the CRA boundary turns about 50 feet northward and procedes east along the northern property line of the first row of parcels to the north of Blue Heron Boulevard (SR A-1-A) at the western right-of-way line of Park Avenue.

The CRA boundary moves south and procedes easterly along the northern right-of-way line of SR A-1-A. The boundary continues along this right-of-way line, as SR A-1-A turns northward. The CRA boundary crosses SR A-1-A at the point of tangent (i.e., where the curved portion of SR A-1-A meets the tangent portion of SR A-1-A). The CRA boundary continues easterly, following the shoreline and turns west along the southern property line of Riviera Municipal Beach. The CRA boundary crosses Ocean Avenue continuing west along the southern property line of parcels to the south of Beach Road.

The CRA boundary turns north along the west right-of-way line of North Beach Road, and then turns west along the southern right-of-way line on Beach Road, then north along the western property line of the row of parcels to the west of Beach Court. The CRA boundary procedes west along the southern right-of-way line of Island Road. It turns north following the eastern right-of-way line of Park Avenue and turns west along the southern property line of the parcel to the south of SR A-1-A. This parcel also fronts the Lake Worth Lagoon. From this point, the CRA boundary heads west across the Lake Worth Lagoon connecting to the mainland portion of the CRA. This description completes the Singer Island and Blue Heron Bridge portion of the CRA boundary.

RESOLUTION NO. 32-03

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF RIVIERA BEACH, PALM BEACH COUNTY, FLORIDA, URGING THE FLORIDA LEGISLATURE TO SUPPORT BEACH RENOURISHMENT ACTIVITIES IN PALM BEACH COUNTY AND APPROPRIATE FUNDING FOR THE SINGER ISLAND SHORELINE PROTECTION PROJECT.

WHEREAS, tourism is a major source of Palm Beach County's and the City of Riviera Beach's economy; and

WHEREAS, Singer Island beach has experienced severe erosion and is in dire need of beach renourishment and dune restoration; and

WHEREAS, funding from the State and Federal governments is necessary in order to renourish the beaches to prevent the loss of property and tourism trade; and

WHEREAS, the City of Riviera Beach and Palm Beach County have recognized the need for beach renourishment and have entered into an interlocal agreement supporting beach renourishment and dune restoration in the City; and

WHEREAS, the City of Riviera Beach strongly opposes the removal of State funding for the Singer Island Shoreline Protection project from the State's budget program.

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

SECTION 1. The City Council of the City of Riviera Beach urges the Florida Legislature to recognize the need for beach renourishment and appropriate funding for the Singer Island Shoreline Protection project.

SECTION 2. The City Manager is authorized to submit a copy of this resolution to the State of Florida House of Representatives, Senate and Governor.

APPROVED:

MICHAEL D. BROWN,
MAYOR

(MUNICIPAL SEAL)

ATTEST:

CARRIE E. WARD,
MASTER MUNICIPAL CLERK
CITY CLERK

DAVID G. SCHNYER
CHAIRPERSON

SYLVIA LEE BLUE
CHAIR PRO-TEM

DONALD R. WILSON
COUNCILPERSON

ELIZABETH "LIZ" WADE
COUNCILPERSON

EDWARD RODGERS
COUNCILPERSON

MOTIONED BY: D. Wilson

SECONDED BY: S. Blue

D. SCHNYER: aye
S. BLUE: aye
D. WILSON: aye
E. WADE: aye
E. RODGERS: aye

REVIEWED AS TO LEGAL SUFFICIENCY

PAMALA HANNA RYAN, CITY ATTORNEY
DATE: 2/10/03

MMcK/ljs
011603

RESOLUTION NO. 33-03

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF RIVIERA BEACH, PALM BEACH COUNTY, FLORIDA, APPROVING FINAL PAYMENT TO SULLIVAN ELECTRIC & PUMP, INC., FOR THE INSTALLATION OF TWO (2) VARIABLE FREQUENCY DRIVES (VFDs) AND THE ASSOCIATED SCADA PROGRAMMING AT THE CITY'S WATER TREATMENT PLANT IN THE AMOUNT OF $9,341.50; AND AUTHORIZING PAYMENT FROM ACCOUNT NO. 407-1437-5330-4616; AND PROVIDING AN EFFECTIVE DATE.

WHEREAS, Via Resolution No. 112-02, Sullivan Electric & Pump, Inc., was approved for the installation of two (2) VFD units and the associated SCADA programming. This work has been satisfactorily completed; and

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

Section 1: That the City Council hereby authorizes the final payment to Sullivan Electric & Pump, Inc., for the installation of two (2) VFDs in the amount of $9,341.50.

Section 2: That the City Council authorizes the Mayor and Finance Director to make payment for same under Account Number 407-1437-5330-4616.

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

RESOLUTION NO. 34-03

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF RIVIERA BEACH, PALM BEACH COUNTY, FLORIDA, APPROVING THE FINAL PAYMENT TO BAE SYSTEMS FOR THE UTILITY BILLING INTEGRATION PROJECT AND RELATED FUNCTIONS IN THE RAGIS IN THE AMOUNT OF $1,064.33; AND AUTHORIZING PAYMENT FROM ACCOUNT NO. 401-1417-5360-6404; AND PROVIDING AN EFFECTIVE DATE.

WHEREAS, Via Resolution No. 64-00, BAE Systems, was approved for the integration of utility billing and related functions in the RAGIS. This work has been satisfactorily completed; and

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

Section 1: That the City Council hereby authorizes the final payment to BAE Systems, for the integration of utility billing in the amount of $1,064.33.

Section 2: That the City Council authorizes the Mayor and Finance Director to make payment for same under Account Number 401-1417-5360-6404.

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

PASSED AND ADOPTED this 19th **day of** FEBRUARY**, 2003.**

RESOLUTION NO. 34-03
PAGE 2

PASSED AND APPROVED this _____ day of _____, 2003.

APPROVED:

MICHAEL D. BROWN
MAYOR

DAVID G. SCHNYER
CHAIRPERSON

SYLVIA LEE BLUE
CHAIR PRO-TEM

(MUNICIPAL SEAL)

DONALD R. WILSON
COUNCILPERSON

ATTEST:

CARRIE E. WARD
MASTER MUNICIPAL CLERK
CITY CLERK

ELIZABETH "LIZ" WADE
COUNCILPERSON

EDWARD RODGERS
COUNCILPERSON

MOTIONED BY: S. Blue

SECONDED BY: E. Wade

D. SCHNYER	aye
S. BLUE	aye
D. WILSON	aye
E. WADE	aye
E. RODGERS	aye

REVIEWED AS TO LEGAL SUFFICIENCY

CITY ATTORNEY
CITY OF RIVIERA BEACH

DATE: 2/7/03

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RESOLUTION NO. 35-03

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF RIVIERA BEACH, PALM BEACH COUNTY, FLORIDA, APPROVING THE FINAL PAYMENT TO R.C.T. ENGINEERING, INC. FOR GENERAL PROFESSIONAL ENGINEERING SERVICES FOR A WATER SUPPLY AND TREATMENT ALTERNATIVES EVALUATION IN THE AMOUNT OF $245.63; AND AUTHORIZING THE MAYOR AND FINANCE DIRECTOR TO PAY THIS AMOUNT FROM ACCOUNT NO. 407-1437-5330-4616; AND PROVIDING AN EFFECTIVE DATE.

WHEREAS, Via Resolution No. 37-02, R.C.T. Engineering, Inc., was approved to prepare a potable water supply and treatment alternatives evaluation study. This study has been satisfactorily completed; and

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

Section 1: That the City Council hereby authorizes the final payment to R.C.T. Engineering, Inc., for the completion of the potable water supply and treatment alternative evaluation study, in the amount of $245.63.

Section 2: That the City Council authorizes the Mayor and Finance Director to make payment for same under Account Number 407-1437-5330-4616.

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

PASSED AND ADOPTED this 19th day of FEBRUARY, 2003.

RESOLUTION NO. 35-03
PAGE 2

PASSED AND APPROVED this _____ day of _____, 2003.

APPROVED:

MICHAEL D. BROWN
MAYOR

DAVID G. SCHNYER
CHAIRPERSON

SYLVIA LEE BLUE
CHAIR PRO-TEM

(MUNICIPAL SEAL)

DONALD R. WILSON
COUNCILPERSON

ATTEST:

CARRIE E. WARD
MASTER MUNICIPAL CLERK
CITY CLERK

ELIZABETH "LIZ" WADE
COUNCILPERSON

EDWARD RODGERS
COUNCILPERSON

MOTIONED BY: S. Blue

SECONDED BY: E. Wade

D. SCHNYER	aye
S. BLUE	aye
D. WILSON	aye
E. WADE	aye
E. RODGERS	aye

REVIEWED AS TO LEGAL SUFFICIENCY

_____
CITY ATTORNEY
CITY OF RIVIERA BEACH

DATE: _____

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RESOLUTION NO. 33-03
PAGE 2

PASSED AND APPROVED this 19th day of February, 2003.

APPROVED:

MICHAEL D. BROWN
MAYOR

DAVID G. SCHNYER
CHAIRPERSON

SYLVIA LEE BLUE
CHAIR PRO-TEM

(MUNICIPAL SEAL)

DONALD R. WILSON
COUNCILPERSON

ATTEST:

CARRIE E. WARD
MASTER MUNICIPAL CLERK
CITY CLERK

ELIZABETH "LIZ" WADE
COUNCILPERSON

EDWARD RODGERS
COUNCILPERSON

MOTIONED BY: S. Blue

SECONDED BY: E. Wade

D. SCHNYER	aye
S. BLUE	aye
D. WILSON	aye
E. WADE	aye
E. RODGERS	aye

REVIEWED AS TO LEGAL SUFFICIENCY

CITY ATTORNEY
CITY OF RIVIERA BEACH

DATE: 2/18/03

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COUNTY OF PALM BEACH)

KNOW ALL MEN BY THESE PRESENTS, THAT WOODBINE COMMONS, L.L.C., A FLORIDA LIMITED LIABILITY COMPANY, BY SCHICKEDANZ CAPITAL GROUP, L.L.C., A FLORIDA LIMITED LIABILITY COMPANY, ITS MANAGING MEMBER, OWNER OF THE LAND SHOWN HEREON, LYING IN THE NORTHWEST ONE-QUARTER OF SECTION 25, TOWNSHIP 42 SOUTH, RANGE 42 EAST, CITY OF RIVIERA BEACH, PALM BEACH COUNTY, FLORIDA, SHOWN HEREON AS "WOODBINE COMMONS COMMERCIAL CENTER PARTIAL REPLAT", BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:

ALL OF TRACTS "C-2", "C-3", "C-4" AND "C-5", WOODBINE COMMONS COMMERCIAL CENTER PLAT, AS RECORDED IN PLAT BOOK 89, PAGE 106, PUBLIC RECORDS, PALM BEACH COUNTY, FLORIDA.

CONTAINING: 3.42 ACRES, MORE OR LESS.

HAS CAUSED THE SAME TO BE SURVEYED AND PLATTED AS SHOWN HEREON AND DO HEREBY DEDICATE AS FOLLOWS:

1. TRACTS "C-2R", "C3R" "C4R" AND "C-5R", AS SHOWN HEREON, ARE HEREBY RESERVED FOR WOODBINE COMMONS, L.L.C., A FLORIDA LIMITED LIABILITY COMPANY, ITS SUCCESSORS AND ASSIGNS, FOR COMMERCIAL PURPOSES, AND ALL OTHER LEGAL AND LAWFUL PURPOSES ASSOCIATED THEREWITH.

2. A PORTION OF THE SEWER LINE EASEMENT CREATED BY WOODBINE COMMONS COMMERCIAL CENTER PLAT LYING IN TRACT "C-5R", AS SHOWN HEREON, IS BEING VACATED AND ANNULLDED BY THIS PLAT.

IN WITNESS WHEREOF, WOODBINE COMMONS, L.L.C., A FLORIDA LIMITED LIABILITY COMPANY, HAS CAUSED THIS DEDICATION AND RESERVATION OF RIGHTS TO BE SIGNED BY ITS MANAGING MEMBER, SCHICKEDANZ CAPITAL GROUP, L.L.C., A FLORIDA LIMITED LIABILITY COMPANY, IN TURN BY SAID DULY AUTHORIZED PRESIDENT ON BEHALF OF THE WOODBINE COMMONS, L.L.C. THIS _____ DAY OF _____, 2002.

BY: WOODBINE COMMONS, L.L.C. BY ITS MANAGING MEMBER **BY: SCHICKEDANZ CAPITAL GROUP, L.L.C.**
A FLORIDA LIMITED LIABILITY COMPANY A FLORIDA LIMITED LIABILITY COMPANY

WITNESS: _____ BY: _____
PRINT NAME: W.K. SCHICKEDANZ, PRESIDENT

WITNESS: _____
PRINT NAME:

ACKNOWLEDGEMENT:

STATE OF FLORIDA)
SS
COUNTY OF PALM BEACH)

BEFORE ME PERSONALLY APPEARED W.K. SCHICKEDANZ WHO IS PERSONALLY KNOWN TO ME, AND WHO EXECUTED THE FOREGOING INSTRUMENT AS PRESIDENT, OF SCHICKEDANZ CAPITAL GROUP, L.L.C., A FLORIDA LIMITED LIABILITY COMPANY, AND HE ACKNOWLEDGED TO AND BEFORE ME THAT HE EXECUTED SUCH INSTRUMENT AS PRESIDENT OF SAID MANAGING MEMBER, AND THAT SAID INSTRUMENT IS THE FREE ACT AND DEED OF SAID LIMITED LIABILITY COMPANY AS MANAGING MEMBER OF WOODBINE COMMONS, L.L.C., A FLORIDA LIMITED LIABILITY COMPANY.

WITNESS MY HAND AND OFFICIAL SEAL THIS _____ DAY OF _____, 2002.

_____ BY: _____ SEAL: _____
MY COMMISSION EXPIRES NOTARY PUBLIC

MORTGAGEE'S CONSENT:

STATE OF FLORIDA)
SS
COUNTY OF BROWARD)

UNION BANK OF FLORIDA, A FLORIDA CORPORATION, HEREBY CERTIFIES THAT IT IS THE HOLDER OF A MORTGAGE UPON THE PROPERTY DESCRIBED HEREON AND DOES HEREBY JOIN IN AND CONSENT TO THE DEDICATION OF THE LAND DESCRIBED IN SAID DEDICATION BY THE OWNERS THEREOF AND AGREES THAT ITS MORTGAGE WHICH IS RECORDED IN THE OFFICIAL RECORD BOOK ____ AT PAGE ___, PUBLIC RECORDS OF PALM BEACH COUNTY, FLORIDA, SHALL BE SUBORDINATE TO THE DEDICATION SHOWN HEREON.

IN WITNESS WHEREOF, THE SAID CORPORATION HAS CAUSED THESE PRESENTS TO BE SIGNED BY LYNNE WINES, ITS PRESIDENT AND ATTESTED BY TERRY W. MC CABE, ITS VICE PRESIDENT, AND ITS CORPORATE SEAL TO BE AFFIXED HERETO BY AND WITH THE AUTHORITY OF ITS BOARD OF DIRECTORS THIS_____ DAY OF _____, 2002.

UNION BANK OF FLORIDA
A FLORIDA CORPORATION

ATTEST: _____ BY: _____
TERRY W. MC CABE, VICE PRESIDENT LYNNE WINES, PRESIDENT

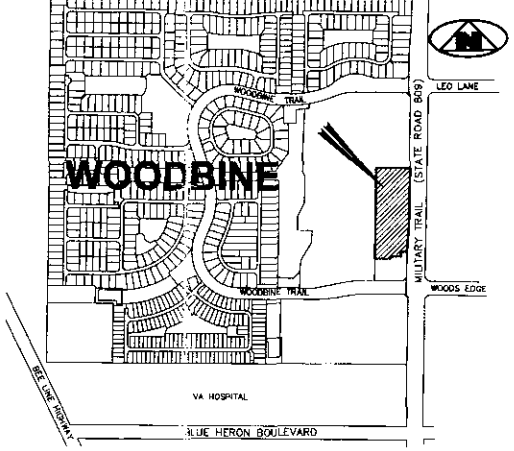
ACKNOWLEDGEMENT:

STATE OF FLORIDA)
SS
COUNTY OF BROWARD)

BEFORE ME PERSONALLY APPEARED LYNNE WINES AND TERRY W. MC CABE WHO ARE PERSONALLY KNOWN TO ME OR HAVE PRODUCED _____ AND _____, RESPECTFULLY AS IDENTIFICATION, AND WHO EXECUTED THE FOREGOING INSTRUMENT AS PRESIDENT AND VICE PRESIDENT OF UNION BANK OF FLORIDA., A FLORIDA CORPORATION, AND SEVERALLY ACKNOWLEDGED TO AND BEFORE ME THAT THEY EXECUTED SUCH INSTRUMENT AS SUCH OFFICERS OF SAID CORPORATION, AND THAT THE SEAL AFFIXED TO THE FOREGOING INSTRUMENT IS THE CORPORATE SEAL OF SAID CORPORATION AND THAT IT WAS AFFIXED TO SAID INSTRUMENT BY DUE AND REGULAR CORPORATE AUTHORITY, AND THAT SAID INSTRUMENT IS THE FREE ACT AND DEED OF SAID CORPORATION.

WITNESS MY HAND AND OFFICIAL SEAL THIS _____ DAY OF _____, 2002.

MY COMMISSION EXPIRES: _____ _____ SEAL: _____
NOTARY PUBLIC



LOCATION MAP (NOT TO SCALE)

NORTHERN PALM BEACH COUNTY IMPROVEMENT DISTRICT ACKNOWLEDGEMENT:

STATE OF FLORIDA)
SS
COUNTY OF PALM BEACH)

THE NORTHERN PALM BEACH COUNTY IMPROVEMENT DISTRICT HEREBY ACKNOWLEDGES THERE ARE NO DEDICATIONS TO, NOR MAINTENANCE OBLIGATIONS BEING INCURRED BY SAID DISTRICT ON THIS PLAT.

IN WITNESS WHEREOF, NORTHERN PALM BEACH COUNTY IMPROVEMENT DISTRICT HAS CAUSED THESE PRESENTS TO BE SIGNED BY PAMELA M. RAUCH, ITS PRESIDENT, AND PETER M. PIMENTEL, ITS SECRETARY, AND ITS SEAL TO BE AFFIXED HERETO BY AND WITH THE AUTHORITY OF ITS BOARD OF DIRECTORS, THIS _____ DAY OF _____, 2002.

NORTHERN PALM BEACH COUNTY IMPROVEMENT DISTRICT

ATTEST: _____ BY: _____
PETER L. PIMENTEL, SECRETARY PAMELA M. RAUCH, PRESIDENT
BOARD OF SUPERVISORS BOARD OF SUPERVISORS

TITLE CERTIFICATION:

STATE OF FLORIDA)
SS
COUNTY OF PALM BEACH)

I, JOHN FENNIMAN, A DULY LICENSED ATTORNEY IN THE STATE OF FLORIDA, DO HEREBY CERTIFY THAT I HAVE EXAMINED THE TITLE TO THE HEREON DESCRIBED PROPERTY; THAT I FIND THE TITLE TO THE PROPERTY IS VESTED IN WOODBINE COMMONS, L.L.C., A FLORIDA LIMITED LIABILITY COMPANY; THAT THE TAXES DUE PRIOR TO 12-31-2001 HAVE BEEN PAID; THAT ALL MORTGAGES NOT SATISFIED OR RELEASED OF RECORD NOR OTHERWISE TERMINATED BY LAW ARE SHOWN HEREON; AND THAT THERE ARE ENCUMBRANCES OF RECORD BUT THOSE ENCUMBRANCES DO NOT PROHIBIT THE CREATION OF THE SUBDIVISION DEPICTED BY THIS PLAT.

DATE: _____ NAME: _____

JOHN FENNIMAN, ATTORNEY-AT-LAW
MEMBER OF THE FLORIDA BAR
900 S.E. OCEAN BLVD., SUITE 120
STUART, FLORIDA, 34994

NOTICE AND DISCLOSURE:

UNIT OF DEVELOPMENT 3A

NOTICE AND DISCLOSURE OF TAXING AUTHORITY BY NORTHERN PALM BEACH COUNTY IMPROVEMENT DISTRICT, AN INDEPENDENT SPECIAL DISTRICT, OF THE STATE OF FLORIDA.

NORTHERN PALM BEACH COUNTY IMPROVEMENT DISTRICT IS A POLITICAL SUBDIVISION OF THE STATE OF FLORIDA AND IS RESPONSIBLE FOR IMPLEMENTING AND MAINTAINING CERTAIN BENEFITS AND IMPROVEMENTS TO REAL PROPERTIES LOCATED WITHIN ITS UNITS OF DEVELOPMENT.

THIS NOTICE AND DISCLOSURE IS GIVEN IN ORDER TO INFORM THOSE INDIVIDUALS OR ENTITIES OWNING OR PURCHASING TRACTS WITHIN THIS PLAT ENTITLED "WOODBINE COMMONS COMMERCIAL CENTER PLAT", THAT THEY WILL BE RESPONSIBLE TO PAY TO NORTHERN PALM BEACH COUNTY IMPROVEMENT DISTRICT SUCH NON-AD VALOREM ASSESSMENTS THAT HAVE OR MAY BE LEVIED AND ASSESSED BY THE DISTRICT AGAINST SAID LOTS OR UNITS.

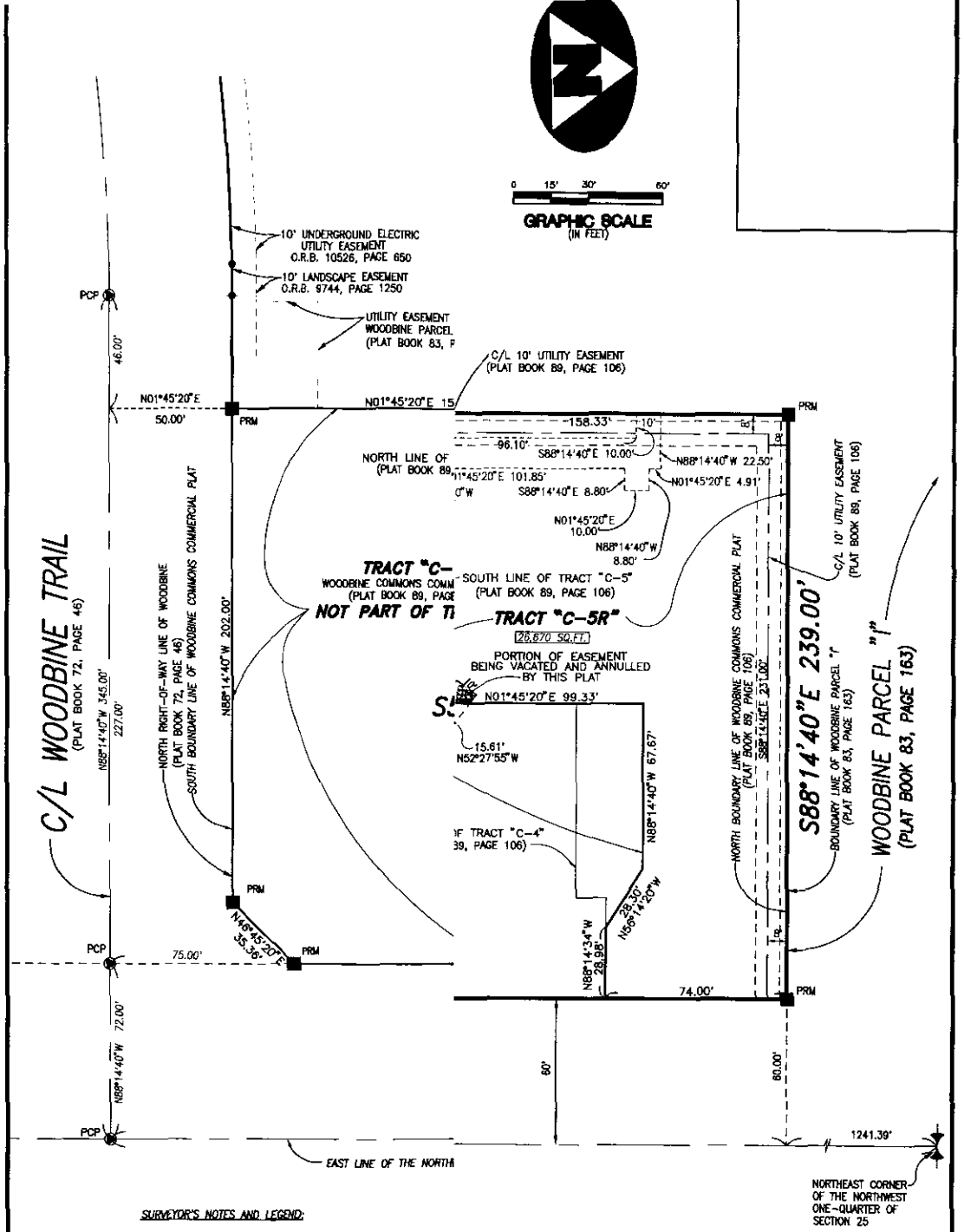
FOR FURTHER INFORMATION REGARDING THIS INSTRUMENT, PLEASE CONTACT: NORTHERN PALM BEACH COUNTY IMPROVEMENT DISTRICT, 357 HIATT DRIVE, PALM BEACH GARDENS, FLORIDA 33418.

SEAL SEAL SEAL
DOROTHY H.

SURVEYOR'S CERTIFICATION:

I HEREBY CERTIFY THAT THE PLAT SHOWN HEREON IS A TRUE AND CORRECT REPRESENTATION OF A SURVEY MADE UNDER MY

NOTICE:
THIS PLAT AS RECORDED
SUBDIVIDED LANDS



SURVEYOR'S NOTES AND LEGEND:

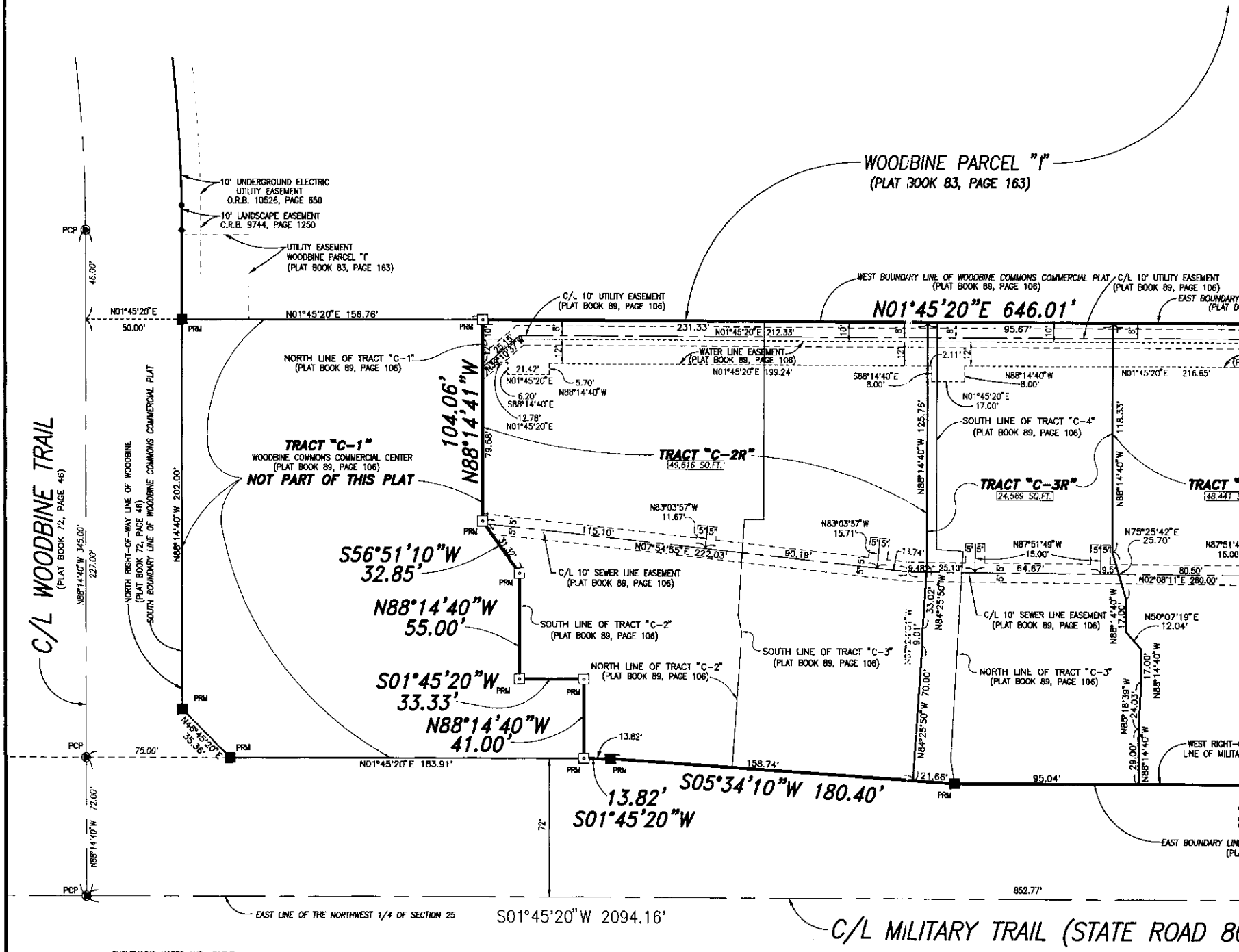
1. THE BASE BEARING AS SHOWN HEREON IS NORTH 01°45'20" EAST ALONG THE WEST RIGHT-OF-WAY LINE OF MILITARY TRAIL, AS SHOWN HEREON.

■ DENOTES A FOUND PERMANENT REFERENCE MONUMENT (P.R.M.)
▫ DENOTES A SET #2424 PERMANENT REFERENCE MONUMENT (P.R.M.)
△ DENOTES A FOUND #2424 PERMANENT CONTROL POINT (P.C.P.)
● DENOTES TRACT CORNER MONUMENT POSITION

O.R.B. = OFFICIAL RECORD BOOK
C/L DENOTES A CENTERLINE
SQ.FT. = SQUARE FEET

THIS INSTRUMENT WAS PREPARED BY WM. R. VAN CAMPEN, P.S.M., IN AND FOR THE OFFICES OF BENCH MARK LAND SURVEYING & MAPPING, INC., 4152 WEST BLUE HERON BOULEVARD, SUITE 121, RIVIERA BEACH, FLORIDA

BENCH MARK LAND SURVEYING & MAPPING, INC.
4152 W. BLUE HERON BOULEVARD • SUITE 121
RIVIERA BEACH • FLORIDA 33404
PHONE: (561) 848-2102 • L.B. 2171 • FAX: (561) 844-9659



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O.R.B. = OFFICIAL RECORD BOOK
C/L DENOTES A CENTERLINE
SQ.FT. = SQUARE FEET

NOTE: THERE ARE NO NEW EASEMENTS BEING CREATED BY THIS PL
THE EASEMENTS SHOWN WERE CREATED BY THE PLAT OF WO
COMMONS COMMERCIAL CENTER PLAT.

RESOLUTION NO. 36-03

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF RIVIERA BEACH, PALM BEACH COUNTY, FLORIDA, APPROVING THE WOODBINE COMMONS COMMERCIAL CENTER PARTIAL REPLAT LOCATED ON THE WEST SIDE OF MILITARY TRAIL AND NORTH OF WOODBINE TRAIL IN A CG ZONING DISTRICT; PROVIDING FOR AN EFFECTIVE DATE.

WHEREAS, On September 16, 1998, the City Council of Riviera Beach approved the Site Plan application from Schickedanz Bros. Riviera Ltd. for a retail and office building development; and

WHEREAS, On December 20, 2000, the City Council of Riviera Beach approved the Woodbine Commons Commercial Center plat application from Schickedanz Bros. Riviera Ltd. to subdivide the property into five lots to construct the proposed development; and

WHEREAS, Schickedanz Bros. Riviera Ltd. is now requesting approval of the partial replat of Woodbine Commons Commercial Center to accommodate parking.

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

SECTION 1. That the City approves the partial replat of the Woodbine Commons Commercial Center plat as shown in Exhibit "A".

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

[REMAINDER OF PAGE INTENTIONALLY LEFT BLANK]

RESOLUTION NO. 36-03
PAGE -2-

PASSED AND APPROVED this 19th day of February, 2003

APPROVED:

MICHAEL D. BROWN,
MAYOR

(MUNICIPAL SEAL)

ATTEST

CARRIE E. WARD
MASTER MUNICIPAL CLERK
CITY CLERK

DAVID G. SCHNYER
CHAIRPERSON

SYLVIA LEE BLUE
CHAIR PRO-TEM

DONALD R. WILSON
COUNCILPERSON

ELIZABETH "LIZ" WADE
COUNCILPERSON

EDWARD RODGERS
COUNCILPERSON

MOTIONED BY: S. Blue

SECONDED BY: E. Wade

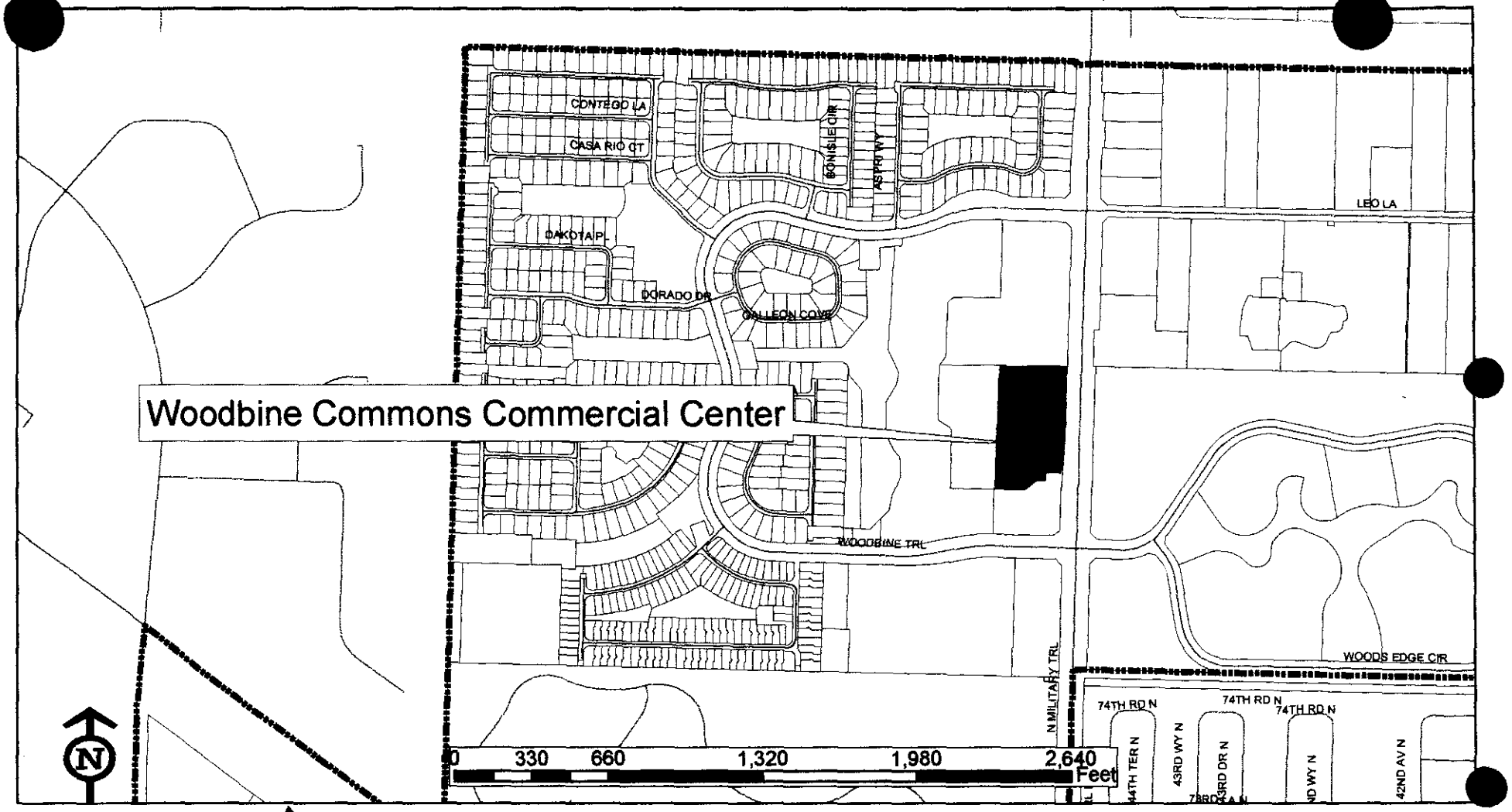
D. SCHNYER: aye
S. BLUE: aye
D. WILSON: aye
E. WADE: aye
E. RODGERS: aye

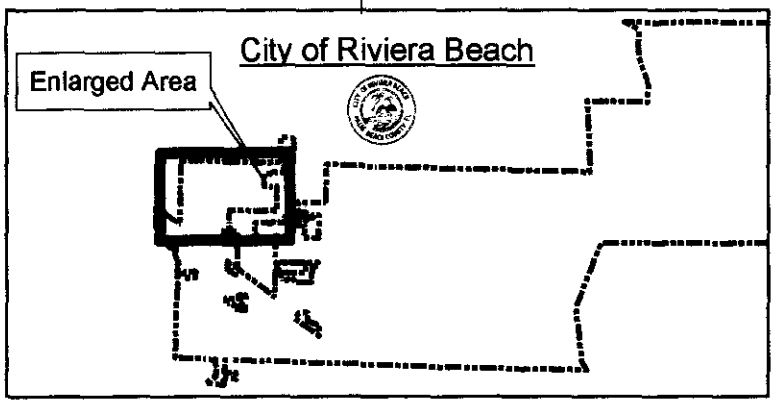
REVIEWED AS TO LEGAL SUFFICIENCY

PAMALA HANNA RYAN, CITY ATTORNEY

DATE: 2/12/03

MMck/sl
1.28.03





Location Map
Woodbine Commons Commercial Center partial replat

Legend

- PBC_roadbase
- Municipal Boundary
- Parcel Boundary
- Woodbine_CCC

Map Created on January 30, 2003
by the City of Riviera Beach Community Development
D:projects/planning & zoning/woodbine CCC/location map_woodbine CCC

RESOLUTION NO. 37-03

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF RIVIERA BEACH, PALM BEACH COUNTY, FLORIDA, AUTHORIZING THE MAYOR AND CITY CLERK TO ISSUE A RELEASE OF CODE ENFORCEMENT LIEN ON PROPERTY LOCATED AT 975 W. 36th STREET, LOTS 13-14, BLK 000, RAINBOWN GARDENS, RIVIERA BEACH FOR VIOLATIONS THAT ARE IN COMPLIANCE FOR THE AMOUNT OF $1,250.00; AND PROVIDING AN EFFECTIVE DATE.

WHEREAS, property located at 975 W. 36th Street, Lots 13-14, Blk 000, Rainbow Gardens, was found to be in violation of the City's Code of Ordinances on May 17, 2001, pursuant to Case No. CEB 01-161, dated September 25, 2001; and

WHEREAS, Case No. CEB 01-161, was complied by the Code Enforcement Division on November 13, 2001; and

WHEREAS, City staff recommends an offer of settlement with Richard L & Barbara A. Luckart in the amount of $1,250.00; and

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

WHEREAS, the City Council finds it in the best interest of the City to release the liens 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 accepts $1,250.00 as consideration for release of the Code Enforcement lien. The outstanding water and sewer lien in the amount of $107.89 shall be paid prior to issuance of release.

Section 3. The Mayor and the City Clerk are authorized to execute a release of lien on the subject property upon payment in full of the aforementioned amount. The amount shall be paid within thirty (30) days of approval or this resolution shall become null and void.

Section 4. This resolution shall take effect immediately upon its passage and adoption.

PASSED and APPROVED this 19th day of February, 2003.

APPROVED:

MICHAEL D. BROWN,
MAYOR

DAVID G. SCHNYER,
CHAIRPERSON

{MUNICIPAL SEAL}

SYLVIA LEE BLUE,
CHAIR PRO-TEM

DONALD R. WILSON,
COUNCILPERSON

ATTEST:

ELIZABETH "LIZ" WADE,
COUNCILPERSON

CARRIE E. WARD,
MASTER MUNICIPAL CLERK
CITY CLERK

EDWARD RODGERS,
COUNCILPERSON

Motioned By: S. Blue
Seconded By: D. Wilson

D. Schnyer	nay
S. Blue	aye
D. Wilson	nay
E. Wade	nay
E. Rodgers	aye

Reviewed as to Legal Sufficiency

PAMALA HANNA RYAN, CITY ATTORNEY

Date:

RESOLUTION NO.: 38-03

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF RIVIERA BEACH, PALM BEACH COUNTY, FLORIDA, ACCEPTING STAFF'S RECOMMENDATION AND APPROVING THE AWARD OF BID #06402 TO PROVIDE CLEANING SUPPLIES AND JANITORIAL SERVICES FOR THE ADMINISTRATION BUILDING; LIBRARY; POLICE; CIVIL COURT; CODE ENFORCEMENT; UTILITIES AND PUBLIC WORKS/PURCHASING COMPLEX TO BRIGHT MAINTENANCE SERVICE AT A TOTAL COST OF $57,376.00 PER YEAR AS PER THEIR PROPOSAL AND AUTHORIZING THE MAYOR AND FINANCE DIRECTOR TO MAKE PAYMENT FOR SAME UNDER ACCOUNT NUMBERS:001-1128-5190-3401, 001-0817-5120-3404 AND 401-1417-5360-3401;AND PROVIDING AN EFFECTIVE DATE.

WHEREAS, the City of Riviera Beach requested companies to submit bid proposals for professional janitorial services for certain municipal facilities; and

WHEREAS, nine (9) proposals were received and opened on December 7, 2002, and Bright Maintenance is the low responsible bidder; and

WHEREAS, Bright Maintenance has substantial experience and currently provides similar services to other governmental agencies in a satisfactory manner.

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

SECTION 1. That the City Council accepts staff's recommendation and approves the award of Bid No. 0642 to Bright Maintenance Service to provide janitorial supplies and services for the City Administration Building, Library, Police, Civil Court, Code Enforcement, Utilities and the Public Works/Purchasing Complex.

SECTION 2. That the Mayor and City Clerk execute an agreement with Bright Maintenance Service.

SECTION 3. That the Mayor and Finance Director are authorized to make payment at a total cost of $57,376.00 per year under account numbers: 001-1128-5190-3401, 001-0817-5120-3404 and 401-1417-5360-3401.

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

PASSED AND APPROVED this 19th day of February 2003.

APPROVED:

MICHAEL D. BROWN
MAYOR

DAVID G. SCHNYER, CHAIRPERSON

SYLVIA LEE BLUE, CHAIR PRO-TEM

DONALD R. WILSON

ATTEST:

CARRIE E. WARD,
MASTER MUNICIPAL CLERK
CITY CLERK

ELIZABETH "LIZ" WADE

EDWARD RODGERS,
COUNCIL MEMBERS

MOTIONED BY: D. Wilson

SECONDED BY: E. Wade

D. SCHNYER	aye
S. BLUE	aye
D. WILSON	aye
E. WADE	aye
E. RODGERS	aye

REVIEWED AS TO LEGAL SUFFICIENCY

CITY ATTORNEY
CITY OF RIVIERA BEACH

DATE: 2/12/03

CONTRACT AGREEMENT FOR
JANITORIAL SERVICE

This Contract is made as of the 19th day of February, 2003, by and between the City of Riviera Beach, Palm Beach County, Florida a Political Subdivision of the State of Florida, by and through its City Council, hereinafter referred to as the "City", and Bright Maintenance, Inc., 23323 Treeline Drive, Boca Raton, Florida 33428, a Janitorial Maintenance Company, authorized to do business in the State of Florida, hereinafter referred to as the "CONTRACTOR," whose Federal I.D. number is 592547227 .

In consideration of the mutual promises contained herein, the City and the CONTRACTOR agree as follows:

ARTICLE 1 - SERVICES

The CONTRACTOR'S responsibility under this Contract is to provide all labor, equipment, supplies and other services necessary for the complete janitorial cleaning and maintenance of City facilities in accordance with the **Janitorial Service Maintenance Program** set forth in bid No 06402, herein referred to as Exhibit "B", attached hereto and incorporated by reference herein.

The City's representative/liaison during the performance of this Contract shall be Director of Public Works of the City of Riviera Beach, telephone number (561) 845-4080.

ARTICLE 2 – CONTRACT TERM

The term of this contract will be for one (1) year with a renewal option for two (2) additional twelve (12) month periods. The option for renewal will be exercised only upon written agreement and with all original terms, conditions and unit prices adhered to with no deviations. Any renewal will be subject to appropriation of funds by the City of Riviera Beach.

ARTICLE 3 - PAYMENTS TO CONTRACTOR

Invoices for monthly cleaning and custodial services shall be submitted monthly for payment. The monthly rate shall be constant throughout the tenure of the contract period for services requested by department and/or building in accordance with the CONTRACTOR'S cost proposal for BID NO. 06402, herein referred to as exhibit "A", attached hereto and incorporated by reference herein.

Invoices shall be submitted on the last day of the month in which service has been provided. NO advance payment shall be considered. The invoice shall be itemized and of the same configuration as listed in the Cost Proposal.
Invoices for special cleaning services shall be turned in with monthly invoices and will be paid as stated above.

In the event that the awarded contractor misses scheduled cleaning of an office and/or building, the City shall receive full credit for the day(s) missed on the monthly invoice.

ARTICLE 4 - CONDUCT OF WORK

CONTRACTOR shall perform all work in accordance with the Maintenance Performance Specifications of Bid No. 06402, herein referred to as exhibit "B".

CONTRACTOR shall prohibit his employees from disturbing papers on desks, opening desk drawers or cabinets or using telephones, radio equipment, or office equipment provided for official City use. No equipment shall be unplugged without prior City approval.

CONTRACTOR is to provide a telephone number (with 24-Hour access) for a main contact and assigned supervisors, which the City may call.

The CONTRACTOR is to have an on-call supervisor who can meet with the City's representative within four (4) hours after hours, or within two (2) hours during regular office hours to discuss cleaning problems or neglected areas by the contracted cleaning company.

The CONTRACTOR at the request of the City, will remain flexible at all times to fulfill any unforeseen or unusual cleaning tasks which may be necessary from time to time which are not specifically stated within this contract

ARTICLE 5- SECURITY

All spaces shall be locked and the lights turned off when cleaning in each area has been completed. Security lights (as directed) shall be turned on prior to leaving the facility. Keys required by the contractor will be furnished by the City to a designated contractor employee on a custody receipt and shall be returned to the City on demand. Any loss of keys must be reported to the City's Purchasing Department immediately. Keys are to be made only by the City. The charge to the Contractor for replacing lost keys will be the actual cost of the key replacement. Should a lost or stolen key jeopardize the security of the particular City facility, the contractor shall be totally responsible for all costs incurred by the City in re-keying the lock system. Contractor is advised that this process could be quite costly.

Electronic security system (where installed) shall be properly disarmed and armed each time after-hours access is made. All exiting doors are to remain locked while the contractor is in the space. Do not block open occupant or exterior doors for any reason. Do not assist

entry of anyone except contractor, employees or Police/Fire personnel. Close and lock any exterior windows.

Where applicable, the contractor shall be charged the actual cost for staff time, including police time, in responding to alarms set off by the Contractor, while in the process of entering or leaving the facility.

ARTICLE 6 - ENERGY CONSERVATION

Contractor shall instruct all employees performing work within the facility to utilize methods which will maximize energy conservation. This shall include the turning on of light fixtures **ONLY IN THE AREAS** where work is in progress.

ARTICLE 7 - TERMINATION

This Contract may be cancelled by the CONTRACTOR upon thirty (30) days prior written notice to the CITY'S representative in the event of substantial failure by the CITY to perform in accordance with the terms of this Contract through no fault of the CONTRACTOR. It may also be terminated, in whole or in part, by the CITY, with or without cause, immediately upon written notice to the CONTRACTOR. Unless the CONTRACTOR is in breach of this Contract, the CONTRACTOR shall be paid for services rendered to the CITY'S satisfaction through the date of termination.

ARTICLE 8 - PERSONNEL

The CONTRACTOR represents that it has, or will secure at its own expense, all necessary personnel required to perform the services under this Contract. Such personnel shall not be employees of or have any contractual relationship with the CITY.

All of the services required hereunder shall be performed by the 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.

CONTRACTOR will submit the names and addresses of the supervisor and crew members assigned or engaged in the performance of the work entailed in this contract. The City may or may not elect to run a security check due to areas of cleaning listed within this contract.

Any changes or substitutions in the CONTRACTOR'S key personnel must be made known to the CITY'S representative and written approval must be granted by the CITY'S representative before said changes or substitution can become effective.

The CONTRACTOR warrants that all services shall be performed by skilled and competent personnel to the highest professional standards in the field.

The 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 CONTRACTOR. Nothing contained herein shall create any contractual relationship between any subcontractor and the CITY.

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

ARTICLE 9 - SUBCONTRACTING

The CITY reserves the right to accept the use of a subcontractor or to reject the selection of a particular subcontractor and to inspect all facilities of any subcontractor in order to make a determination as to the capability of the subcontractor to perform properly under this Contract. The CONTRACTOR is encouraged to seek minority and women business enterprises for participation in subcontracting opportunities.

If a subcontractor fails to perform or make progress, as required by this Contract, and it is necessary to replace the subcontractor to complete the work in a timely fashion, the CONTRACTOR shall promptly do so, subject to acceptance of the new subcontractor by the CITY.

ARTICLE 10 - M/WBE PARTICIPATION

M/WBE shall have the opportunity to participate in this project. Proposers are hereby informed that the City of Riviera Beach has established a goal of a minimum of 15% participation of M/WBE. A good faith effort will be made to hire M/WBE.

In keeping with the City's policy, the CONTRACTOR further agrees to hire other minority sub-contractors to work on this project.

In accordance with the City of Riviera Beach M/WBE Ordinance #2412, as amended, the CONTRACTOR agrees to the M/WBE participation for this contract and agrees to abide by all provisions of the M/WBE Ordinance and understands that failure to comply with any of the requirements will be considered a breach of contract.

The CONTRACTOR incorporates Schedule 1 (Participation of M/WBE Contractors) and Schedule 2 (Letter of Intent) attached hereto and made a part hereof, the names, addresses, scope of work, dollar value of the M/WBE participation on Schedule 1 agreeing to perform the contract at the listed dollar value.

The CONTRACTOR agrees to maintain all relevant records and information necessary to document compliance with Ordinance #2412, as amended, and will allow the City to inspect such records.

ARTICLE 11 - FEDERAL AND STATE TAX

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

The CONTRACTOR shall be responsible for payment of its own and its share of its employees' payroll, payroll taxes, and benefits with respect to this contract.

ARTICLE 12 - AVAILABILITY OF FUNDS

The CITY'S performance and obligation to pay under this contract is contingent upon an annual appropriation for its purpose by the City of Riviera Beach City Council.

ARTICLE 13- INSURANCE

A. Prior to execution of this Contract by the CITY, the CONTRACTOR shall provide certificates evidencing insurance coverage 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 CONTRACTOR has obtained insurance of the type, amount, and classification as required for strict compliance with the 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 CONTRACTOR of its liability and obligations under this Contract.

B. The CONTRACTOR shall maintain, during the life of this Contract, commercial general liability, including contractual liability insurance in the amount of $300,000 per occurrence to protect the 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 Contract, whether such operations be by the CONTRACTOR or by anyone directly employed by or contracting with the CONTRACTOR.

C. The CONTRACTOR shall maintain, during the life of this Contract, comprehensive automobile liability insurance in the minimum amount of $300,000 combined single limit for bodily injury and property damages liability to protect the 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

CONTRACTOR or by anyone directly or indirectly employed by the CONTRACTOR.

D. The CONTRACTOR shall maintain during the life of this Contract, adequate Worker's 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.

E. All insurance, other than Professional Liability and Worker's Compensation, to be maintained by the CONTRACTOR shall specifically include the CITY as an Additional Insured".

ARTICLE 14 - INDEMNIFICATION

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

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

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

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

ARTICLE 15 - SUCCESSORS AND ASSIGNS

The CITY and the CONTRACTOR each binds itself and its partners, successors, executors, administrators, and assigns to the other party of this Contract and to the partners, successors, executors, administrators and assigns of such other party, in respect to all covenants of this Contract. Except as above, neither the CITY nor the CONTRACTOR shall assign, sublet, convey or transfer its interest in this Contract

without the written consent of the other. Nothing herein shall be construed as creating any personal liability on the part of any officer or agent of the CITY which may be a party hereto, nor shall it be construed as giving any rights or benefits hereunder to anyone other than the CITY and the CONTRACTOR.

ARTICLE 16 - VENUE

This Contract and any dispute, disagreement, or issue of construction or interpretation arising hereunder whether relating to its execution, its validity, the obligations provided therein, 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 contract will be held in Palm Beach County.

ARTICLE 17 - REMEDIES

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.

ARTICLE 18 - CONFLICT OF INTEREST

The CONTRACTOR represents that is presently has no interest and shall acquire no interest, either direct or indirect, which would conflict in any manner with the performance or services required hereunder, as provided for in Florida Statutes 112.311. The CONTRACTOR further represents that no person having any such conflicting interest shall be employed for said performance.

The CONTRACTOR shall promptly notify the CITY'S representative, in writing, by certified mail, of all potential conflicts of interest for any prospective business association, interest or other circumstance which may influence or appear to influence the CONTRACTOR'S judgment or quality of services being provided hereunder. Such written notification shall identify the prospective business association, interest or circumstance, the nature of work that the CONTRACTOR may undertake and request an opinion of the CITY as to whether the association, interest or circumstance would, in the opinion of the CITY, constitute a conflict of interest if entered into by the CONTRACTOR. The CITY agrees to notify the CONTRACTOR of its opinion by certified mail within thirty (30) days of receipt of notification by the CONTRACTOR. If, in the opinion of the CITY, the prospective business association, interest or circumstance would not constitute a conflict of interest by the CONTRACTOR, the CITY shall so state in the notification and the CONTRACTOR shall, at its option, enter into said association, interest or circumstance and it shall be deemed not in conflict of

interest with respect to services provided to the CITY by the CONTRACTOR under the terms of this Contract.

ARTICLE 19 - ARREARS

The CONTRACTOR shall not pledge the CITY'S credit or make it a guarantor of payment or surety for any contract, debt, obligation, judgment, lien, or any form of indebtedness. The CONTRACTOR further warrants and represents that is has no obligation or indebtedness that would impair its ability to fulfill the terms of this Contract.

ARTICLE 20 - INDEPENDENT CONTRACTOR RELATIONSHIP

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

The CONTRACTOR does not have the power or authority to bind the CITY in any promise, agreement or representation other than specifically provided for in this agreement.

ARTICLE 21 - CONTINGENT FEES

The CONTRACTOR warrants that it is has not employed or retained any company or person, other than a bona fide employee working solely for the CONTRACTOR to solicit or secure this Contract and that it has not paid or agreed to pay any person, company, corporation, individual, or firm, other than a bona fide employee working solely for the CONTRACTOR, any fee, commission, percentage, gift, or any other consideration contingent upon or resulting from the award or making of this Contract.

ARTICLE 22 - ACCESS AND AUDITS

The CONTRACTOR shall maintain adequate records to justify all charges, expenses, and costs incurred in estimating and performing the work for at least three (3) years after completion of this Contract. The CITY shall have access to such books, records, and

documents as required in this section for the purpose of inspection or audit during normal business hours, at the CONTRACTOR'S place of business.

ARTICLE 23 - NONDISCRIMINATION

The CONTRACTOR warrants and represents that all of its employees are treated equally during employment without regard to race, color, religion, disability, sex, age, national origin, ancestry, marital status, or sexual orientation.

ARTICLE 24 - ENFORCEMENT COSTS

If any legal action or other proceeding, including but not limited to arbitration and/or mediation, is brought for any dispute, disagreement, or issue of construction, declaration or interpretation arising hereunder whether relating to the Contract's execution, validity, the obligations provided therein, or performance of this Contract, or because of an alleged breach, default or misrepresentation in connection with any provisions of this Contract, 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.

ARTICLE 25 - AUTHORITY TO PRACTICE

The CONTRACTOR hereby represents and warrants that it has and will continue to maintain all licenses and approvals required to conduct its business, and that it will at all times conduct its business activities in a reputable manner. Proof of such licenses and approvals shall be submitted to the CITY'S representative upon request.

ARTICLE 26 - SEVERABILITY

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

ARTICLE 27 - PUBLIC ENTITY CRIMES

As provided in F.S. 287.132-133 by entering into this Contract or performing any work in furtherance hereof, the contractor certifies that it, its affiliates, suppliers, subcontractors and contractors 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 thirty-six (36) months immediately preceding the date hereof. This notice is required by F.S.287.133(3)(a).

ARTICLE 28 - MODIFICATIONS OF WORK

The CITY reserves the right to make changes in Scope of Work, including alterations, reductions therein or additions thereto. Upon receipt by the CONTRACTOR of the CITY'S notification of a contemplated change, the 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 CONTRACTOR'S ability to meet the completion dates or schedules of this Contract.

If the CITY so instructs in writing, the CONTRACTOR shall suspend work on that portion of the Scope of Work affected by the contemplated change, pending the CITY'S decision to proceed with the change.

If the CITY elects to make the change, the CITY shall initiate a Contract Amendment and the CONTRACTOR shall not commence work on any such change until such written amendment is signed by the CONTRACTOR and approved and executed by the City of Riviera Beach.

ARTICLE 29 - NOTICE

All notices required in this Contract shall be sent by certified mail, return receipt requested, and if sent to the CITY shall be mailed to:

William E. Wilkins, City Manager
Or

Benjamin Guy, Director of Purchasing

P. O. Drawer 10682

Riviera Beach, Florida 33419

Don Jacobovitz
Director of Public Works
2391 Avenue "L"
Riviera Beach, FL 337404

and if sent to the CONTRACTOR shall be mailed to:

Joseph Castagna, President

23323 Treeline Drive

Boca Raton, FL 33428

ARTICLE 30 - ENTIRETY OF CONTRACTUAL AGREEMENT

The CITY and the CONTRACTOR agree that this Contract 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 Contract may be added to, modified, superseded or otherwise altered, except by written instrument executed by the parties hereto in accordance with Article 28- Modifications of Work.

ARTICLE 31– TIME

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

ARTICLE 32 - TERMINOLOGY AND CAPTIONS

All pronouns, singular, plural, masculine, feminine or neuter, shall mean and include the person, entity, firm or corporation to which they relate as the context may require. Wherever the context may require, the singular shall mean and include the plural and the plural shall mean and include the singular. The term "Contract" as used herein, as well as the terms "herein", "hereof", "hereunder", "hereinafter" and the like mean this Contract in its entirety and all exhibits, amendments and addenda attached hereto and made a part hereof. The captions and paragraph headings are for reference and convenience only and do not enter into or become a part of the context of this Contract, nor shall such headings affect the meaning or interpretation of this Contract.

ARTICLE 33 - WAIVER

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

ARTICLE 34 - PREPARATION

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

ARTICLE 35 - MATERIALITY

All provisions of the Contract shall be deemed material, in the event CONTRACTOR fails to comply with any of the provisions contained in this Contract or exhibits, amendments and addenda attached hereto, said failure shall be deemed a material breach of this Contract and CITY may at its option and without notice terminate this Contract.

THE REMAINDER OF THIS PAGE INTENTIONALLY LEFT BLANK

AGREEMENT WITH THE CITY OF RIVIERA BEACH

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

CITY OF RIVIERA BEACH

BY: _____
MICHAEL D. BROWN

MAYOR

BRIGHT MAINTENANCE

BY: _____
JOSEPH CASTAGNA

PRESIDENT

ATTEST:

BY: _____
CARRIE E. WARD, CITY CLERK,
MASTER MUNICIPAL CLERK

APPROVED AS TO FORM AND LEGAL SUFFICIENCY

BY: _____
PAMALA RYAN
CITY ATTORNEY

APPROVED AS TO TERMS AND CONDITIONS

BY: _____
BENJAMIN GUY
PURCHASING DIRECTOR

DATE: 2/12/03

EXHIBIT A

REVISED
PROPOSAL TO THE CITY OF RIVIERA BEACH
BID NO. 06402

The undersigned as Bidder declares that no person, other than the Bidder, herein named, has any interest in this proposal, or in the contract(s) which may result and is in all respects fair and without collusion or fraud.

The undersigned further states that he has carefully examined the specifications of this Bid Proposal and is thoroughly familiar with all its provisions and with the quality, type and grade of materials called for and nature of work.

The undersigned agrees to furnish all labor and materials necessary to perform the Janitorial Services recited in the foregoing specifications.

JANITORIAL SERVICE FOR CITY FACILITIES:

A) BID PRICES WITH JANITORIAL SUPPLIES:-

FACILITY	MONTHLY CHARGE	TOTAL PER YEAR
ADMINISTRATION BLDG. (City Hall)	$1,269.00	$15,228.00
PUBLIC LIBRARY	$ 930.00	$11,160.00
POLICE DEPARTMENT	$1,125.00	$13,500.00
UTILITIES ADMINISTRATION & MAINTENANCE BLDG. OFFICES.	$ 364.00	$4,368.00
PUBLIC WORKS/PURCHASING COMPLEX	$ 480.00	$5,760.00
POLICE/CODE ENFORCEMENT	$ 345.00	$4,140.00
CIVIL DRUG COURT	$ 285.00	$3,420.00
TOTAL	**$4,798.00**	**$57,576.00**

"EXHIBIT B"

CITY OF RIVIERA BEACH
JANITORIAL SERVICE
MAINTENANCE PROGRAM
BID NO. 06402

A. Maintenance Performance Specifications

1.	EMPTY TRASH WITH LEAK-PROOF HEAVY TRASH BARREL AND REPLACE SOILED LINERS	DAILY
2.	DUST DESKS, ACCESSORIES AND COUNTER TOPS	WEEKLY
3.	CLEAN DESKTOPS AND COUNTERS OFF FINGERPRINTS AND SMUDGES	WEEKLY
4.	CLEAN TELEHONE MOUTH RECEIVER WITH AEROSOL DISINFECTANT.	WEEKLY
5.	DUST FURNITURE AND EQUIPMENET UNDER (6) FEET COMPLETELY	WEEKLY
6.	CLEAN BASEBOARDS AND VERTICAL BLINDS	MONTHLY
7.	CLEAN AND SANITIZE ALL RESTROOMS AND WET MOP ALL FLOORS	DAILY
8.	VACUUM CARPETS AND SHAKE OUT ALL MATS	WEEKLY
9.	SPOT CLEAN SOILED AREAS AND SPILLS	DAILY
10.	SPOT CLEAN DOOR AND DOOR FRAMES	DAILY
11.	WET MOP ALL FLOORS WITH NEUTRAL CLEANER	WEEKLY
12.	DUST AND/OR CLEAN AIR CONDITIONING VENTS AND WALLS, LIGHT FIXTURES, ETC. ABOVE (6) FEET	SEMI-ANNUALLY
13.	CLEAN WATER FOUNTAINS WITH LOTION CLEANER REMOVE SALT DEPOSIT	DAILY
14.	CLEAN STAINS ON WATER COOLERS AND ELEVATORS	DAILY
15.	SWEEP EXTERIOR AROUND ENTRANCE DOORS	DAILY
16.	SWEEP LOBBY AND STAIRS	DAILY
17	SCRUB VINYL TILE CLEAN WITH NEUTRAL CLEANER AND APPLY FINISH AS REQUIRED	WEEKLY
18.	BUFF FLOORS	WEEKLY

" EXHIBIT B "

19. ARRANGE FURNITURE NEATLY AFTER CLEANING DAILY

20. PERFORM OTHER DUTIES NECESSARY FOR EXCELLENT APPEARANCE AND MAINTENANCE OF BUILDING

21. THE CITY OR RIVIERA BEACH CITY COUNCIL MEETS ON THE FIRST AND THIRD WEDNESDAY OF EVERY MONTH AND OCCASIONALLY OTHER MEETINGS ARE HELD IN THE EVENING IN THE CITY COUNCIL CHAMBERS. JANITORIAL SERVICES MUST BE PERFORMED ON THOSE NIGHTS AFTER THE MEETINGS.

22. MICROWAVES AND REFRIGERATORS TO BE CLEANED AS NEEDED

23. BUILDINGS WILL BE INSPECTED EACH DAY FOR CLEANLINESS AND QUALITY OF WORK

B. RESTROOMS

1. CLEAN AND POLISH PARTITIONS DAILY

2. CLEAN SINKS WITH LOTION CLEANER DAILY

. **DO NOT USE CLEANER THAT WILL SCRATCH OR HIGH PH CLEANER**

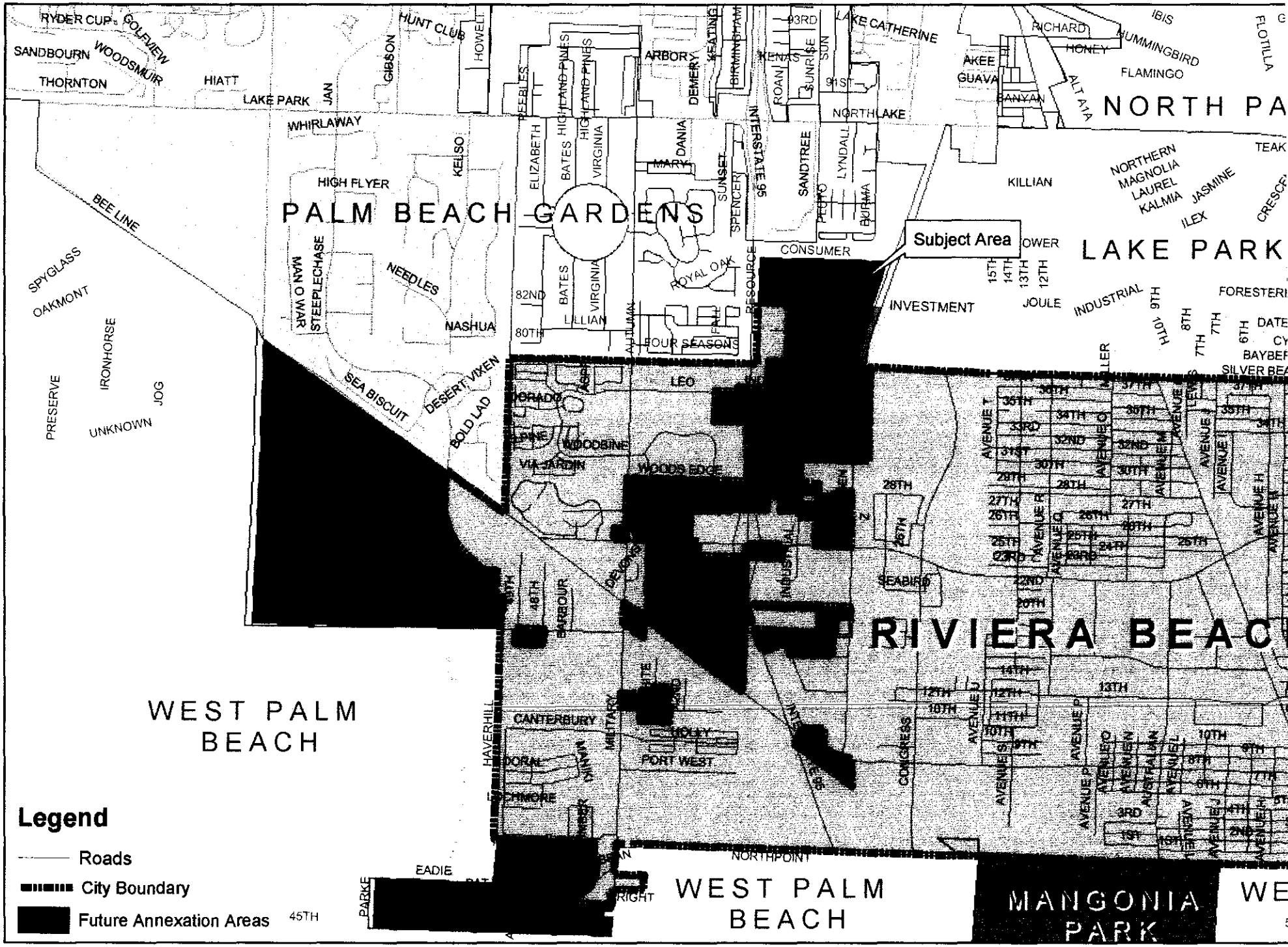
3. CLEAN BOWLS AND URINALS DAILY

4. REMOVE ALL TRASH DAILY

5. DISINFECT AND MOP FLOOR DAILY

6,. CLEAN WALLS AND MIRRORS DAILY

Future Annexation Areas



RESOLUTION NO. 39-03

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF RIVIERA BEACH, PALM BEACH COUNTY, FLORIDA, AMENDING THE FUTURE ANNEXATION BOUNDARIES OF THE CITY OF RIVIERA BEACH; PROVIDING FOR AN EFFECTIVE DATE.

WHEREAS, the City Council of the City of Riviera Beach adopted Resolution 98-01 which identified future annexation areas that are located in unincorporated Palm Beach County; and

WHEREAS, the amended future annexation area is located adjacent to the City of Riviera Beach municipal boundary; and

WHEREAS, the City of Riviera Beach is currently providing municipal services such as water and sewer to the area contained within the proposed future annexation boundaries; and

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

SECTION 1. The City of Riviera Beach has amended its future annexation boundary as shown in Exhibit "A", which is attached to and made apart of this resolution.

SECTION 2. This resolution shall take effect immediately upon approval by the City Council.

SECTION 3. Staff shall transmit this resolution to Palm Beach County's Planning and Zoning Department.

PASSED AND APPROVED this 19th **day of** February, **2003**

APPROVED:

MICHAEL D. BROWN
MAYOR

(MUNICIPAL SEAL)

ATTEST:

CARRIE E. WARD
MASTER MUNICIPAL CLERK
CITY CLERK

DAVID G. SCHNYER
CHAIRPERSON

SYLVIA LEE BLUE
CHAIR PRO-TEM

DONALD R. WILSON
COUNCILPERSON

ELIZABETH "LIZ" WADE
COUNCILPERSON

EDWARD RODGERS
COUNCILPERSON

REVIEWED AS TO LEGAL SUFFICENCY

PAMALA HANNA RYAN, CITY ATTORNEY

DATE: 2/18/03

MOTIONED BY: E. Wade

SECONDED BY: D. Wilson

D. SCHNYER: aye
S. BLUE: aye
D. WILSON: aye
E. WADE: aye
E. RODGERS: aye

MMcK/dh 2/19/03

RESOLUTION NO. 40-03

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF RIVIERA BEACH, PALM BEACH COUNTY, FLORIDA, GIFTING PROPERTY AT 233 WEST 13th STREET; APPROVING A SPECIAL PERMIT ALLOWING HOWARD GORMAN THE AUTHORIZATION TO RELOCATE A RESIDENTIAL DUPLEX STRUCTURE TO THE SOUTH EAST CORNER OF 6TH STREET AND AVENUE I; AND PROVIDING FOR AN EFFECTIVE DATE.

WHEREAS, Ordinance No. 2334 establishes the requirements for moving a building; and,

WHEREAS, Ordinance No. 2334 requires proof of ownership of the structure to be relocated and of the lot on which the relocation is to take place; and

WHEREAS, Ordinance No. 2334 requires a letter from a structural engineer certifying structural conditions of the building; and

WHEREAS, Ordinance No. 2334 directs the City Council to not grant any Special Permit unless it shall determine that: granting a Special Permit will not be injurious or detrimental to public convenience, safety, health or welfare, nor detrimental to neighboring property or improvements; and the house will be compatible and in harmony with existing houses or other buildings in the area; and

WHEREAS, the subject property is located in Phase 5 of the Community Redevelopment Area.

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

SECTION 1. The City agrees to gift to Howard Gorman a residential duplex structure located at 233 West 13th Street that was acquired by the City through the public process of acquiring right-of-way for the expansion of 13th Street.

SECTION 2. The City approves a Special Permit application from Howard Gorman, authorizing the move and relocation of the residential duplex structure to the southeast corner of 6th Street and Avenue I, with the following conditions:

(1) The special permit to relocate the structure will be valid for 180 days from the time of its approval.
(2) Applicant must obtain a building permit from the City Building Division prior to moving the structure.
(3) Bond in the amount of $7,000 must be submitted to the City Building Division at the time of submission of the application for building permit.
(4) This resolution shall be recorded in the public records by the Clerk of Courts of Palm Beach County, Florida.

SECTION 3. This resolution shall take effect immediately upon its passage.

[THE REMAINDER OF THIS PAGE IS INTENTIONALLY LEFT BLANK]

PASSED AND APPROVED this 19th day of February, 2003

APPROVED:

MICHAEL D. BROWN,
MAYOR

DAVID G. SCHNYER,
CHAIRPERSON

[MUNICIPAL SEAL]

SYLVIA LEE BLUE,
CHAIRPERSON PRO-TEM

ATTEST:

DONALD R. WILSON,
COUNCIL PERSON

CARRIE E. WARD,
MASTER MUNICIPAL CLERK
CITY CLERK

ELIZABETH "LIZ" WADE,
COUNCIL PERSON

EDWARD RODGERS,
COUNCIL PERSON

MOTIONED BY: E. Wade
SECONDED BY: E. Rodgers

D. SCHNYER	aye
S. BLUE	aye
D. WILSON	aye
E. WADE	nay
E. RODGERS	aye

REVIEWED AS TO LEGAL SUFFICIENCY
PAMALA HANNA RYAN, CITY ATTORNEY
DATE 2/12/03

MMcK/dh 02/19/03

AGREEMENT OF GIFT AND BILL OF SALE

KNOW ALL MEN BY THESE PRESENTS that the City of Riviera Beach, State of Florida, a municipal corporation, having its territorial limits within the County of Palm Beach, State of Florida, does hereby take the following official action:

WHEREAS, Howard T. Gorman and Beverly D. Gorman, hereinafter referred to as "Gorman" were the owners in fee simple of a certain piece or parcel of property within the City of Riviera Beach, having a street address of 233 West 13th Street; and

WHEREAS, pursuant to the exercise of the power of eminent domain by Palm Beach Port District and in accordance with an Interlocal Agreement with the City of Riviera Beach, the Port District, did condemn a portion of said property of Gorman; and

WHEREAS, the Port of Palm Beach and Gorman did negotiate for the salvage of the structures upon the property to be taken by Gorman, but which structures are asserted to belong to the City of Riviera Beach pursuant to the Interlocal Agreement; and

WHEREAS, Gorman is desirous of retaining the salvage in order to move the same to a location within the City of Riviera Beach which is consistent and compatible with Ordinances of the City of Riviera Beach; and

WHEREAS, Gorman has agreed to leave the entire lot free and clear of all debris, rubble and structures following removal of the building thereon, including all fences, parking, paving, concrete, slab; and

WHEREAS, the City would expend an estimated $7,000.00 for clearing of the lot and demolition, which sums will not be spent if City of Riviera Beach gives and conveys to Gorman all right, title and interest in and to the building as salvage; and

WHEREAS, Gorman has recognized the benefit and pledged to financially support a City program, Drug Court, conferring a benefit upon citizens of Riviera Beach.

NOW, THEREFORE, being duly authorized by Resolution No 40-03, adopted by the Council of the City of Riviera Beach at its regular, duly called and constituted meeting of February 19, 2003, approving the gift and conveyance to Gorman, in consideration of the agreement of Gorman to move the building to property owned by Gorman at Lots 16 & 17, Blk 56, Inlet City, in accordance with Ordinances of the City of Riviera Beach, leaving the site clean and clear of all paving, concrete, debris, and rubble, the City of Riviera Beach, Florida, does for and in

considerations as aforesaid, transfer, convey, remise, quitclaim and assign to Howard T. Gorman and Beverly D. Gorman, all of its rights, title and interest in and to the two family residential structure and any and all appurtenances, fixtures, and appliances thereto located at 233 West 13th Street, Riviera Beach, Florida, without any warranty, guarantee or representation of value or condition, but the same is "AS IS/WHERE IS".

DATED this _ day of March, 2003.

CITY OF RIVIERA BEACH

ATTEST:

By: 3/25/03
City Clerk
Carrie E. Ward, MMC

By:
Michael D. Brown, Mayor

Approved as to form and legal sufficiency

Pamala H. Ryan, City Attorney

Howard T. Gorman

Beverly D. Gorman

RESOLUTION NO. 41-03

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF RIVIERA BEACH, PALM BEACH COUNTY, FLORIDA, APPROVING THE FLORIDA DEPARTMENT OF TRANSPORTATION UTILITY CONTRACT AND MEMORANDUM AGREEMENT BETWEEN THE STATE OF FLORIDA DEPARTMENT OF TRANSPORTATION AND THE STATE OF FLORIDA DEPARTMENT OF INSURANCE, DIVISON OF TREASURY FOR THE REPLACEMENT OF WATER MAINS AND SEWER FORCE MAINS LOCATED FROM MILITARY TRAIL (SR #809) FROM 45TH STREET TO SOUTH OF MARTIN LUTHER KING BOULEVARD (SR #710) AS OUTLINED IN RESOLUTION #204-02 IN THE AMOUNT OF $512,335.04; AUTHORIZING THE MAYOR AND CITY CLERK TO EXECUTE SAID CONTRACTS; AND AUTHORIZING PAYMENT FROM ACCOUNT NO. 403-0000-5350-6508; AND PROVIDING AN EFFECTIVE DATE.

WHEREAS, the Florida Department of Transportation has initiated the upgrade of Military Trail (SR #809) from 45th Street to south of Martin Luther King Boulevard (SR #710); and

WHEREAS, the Utilities Department has sanitary and potable water mains in this area and the utilities must be relocated; and

WHEREAS, the Florida Department of Transportation submitted a construction cost estimate in the amount of $586,007.52 for the City's portion of the water main and sewer force mains relocation which was approved by Council on November 6, 2002 (Resolution #204-02); however, FDOT has now submitted a Utility Contract and Memorandum of Agreement for the City's portion in the reduced amount of $512,335.04; and

WHEREAS, staff recommends that City Council approve the Utility Contract and Memorandum of Agreement to the Florida Department of Transportation for replacement of mains located at Military Trail (SR #809) from 45th Street to south of Martin Luther King Boulevard (SR #710).

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

Section 1: That the City Council hereby approves the FDOT Utility Contract and the Memorandum of Agreement submitted by the Florida Department of Transportation and approves said payment to the Florida Department of Transportation in the amount of $512,335.04 for the replacement of water mains and sewer force mains.

Section 2: That the City Council authorizes the Mayor and City Clerk to execute the aforementioned agreements with the parties named above.

Section 3: The Mayor and Finance Director are authorized to make payment for same under Account No. 403-0000-5350-6508.

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

RESOLUTION NO. 41-03
PAGE 2

PASSED AND APPROVED this 19th day of FEBRUARY, 2003.

APPROVED:

MICHAEL D. BROWN
MAYOR

DAVID G. SCHNYER
CHAIRPERSON

SYLVIA LEE BLUE
CHAIR PRO-TEM

(MUNICIPAL SEAL)

DONALD R. WILSON
COUNCILPERSON

ATTEST:

CARRIE E. WARD
MASTER MUNICIPAL CLERK
CITY CLERK

ELIZABETH "LIZ" WADE
COUNCILPERSON

EDWARD RODGERS
COUNCILPERSON

MOTIONED BY: D. Wilson

SECONDED BY: S. Blue

D. SCHNYER	aye
S. BLUE	aye
D. WILSON	aye
E. WADE	aye
E. RODGERS	aye

REVIEWED AS TO LEGAL SUFFICIENCY

PAMALA H. RYAN, CITY ATTORNEY
CITY OF RIVIERA BEACH

DATE: _____

RESOLUTION NO. 42-03

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF RIVIERA BEACH, PALM BEACH COUNTY, FLORIDA, AUTHORIZING THE USE OF $10,000 FROM THE LAW ENFORCEMENT TRUST FUND TO PROVIDE TEN $1,000 SCHOLARSHIPS FOR THE 2003 – 2004 SCHOOL YEAR TO STUDENTS WHO ARE RIVIERA BEACH RESIDENTS; AUTHORIZING THE RIVIERA BEACH EDUCATION ADVISORY BOARD TO ADVERTISE THE AVAILABILITY OF, ACCEPT APPLICATIONS FOR, AND ESTABLISH A REVIEW BOARD TO SELECT THE RECIPIENTS; AUTHORIZING THE FINANCE DIRECTOR TO APPROPRIATE $10,000 OF FUND BALANCE IN THE LAW ENFORCEMENT TRUST FUND AND DISBURSE FUNDS FROM THE LAW ENFORCEMENT TRUST FUND SCHOLARSHIP ACCOUNT NUMBER 150-0817-5210-5521; AND PROVIDING AN EFFECTIVE DATE.

WHEREAS, The City Council supports the ideals of higher education for the youth of Riviera Beach; and

WHEREAS, The City Council has demonstrated its support of higher education through the awarding of education scholarships for the past five (5) years; and

WHEREAS; The promotion of higher education is an authorized expenditure of Law Enforcement Trust funding; and

WHEREAS, Adequate funding for ten $1,000 scholarships is available through the Law Enforcement Trust; and

WHEREAS, The Riviera Beach Education Advisory Board is willing to and capable of facilitating the selection of worthy recipients.

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

SECTION 1: That the Finance Director is authorized to appropriate Fund Balance in the Law Enforcement Trust Fund in the amount of $10,000 for disbursement of scholarships for the 2003-04 school year.

SECTION 2: That the Education Advisory Board is authorized to advertise the availability of ten scholarships of $1,000 each, establish and convene a Review Board, and select recipients.

SECTION 3. This resolution shall take effect upon its approval and passage by the city council.

RESOLUTION. NO 42-03
PAGE 3

PASSED AND APPROVED THIS 19th day of February, 2003.

APPROVED:

MICHAEL D. BROWN, MAYOR

(MUNICIPAL SEAL)

DAVID G. SCHNYER, CHAIRPERSON

SYLVIA LEE BLUE, PRO-TEM

DONALD R. WILSON

ELIZABETH K. WADE

EDWARD RODGERS
COUNCIL MEMBERS

ATTEST:

CARRIE E. WARD, MMC
MASTER MUNICIPAL CLERK

MOTIONED BY: D. Wilson

SECONDED BY: S. Blue

D. SCHNYER	aye
S. BLUE	aye
D. WILSON	aye
E. WADE	aye
E. RODGERS	aye

REVIEWED AS TO LEGAL SUFFICIENCY
CITY ATTORNEY
CITY OF RIVIERA BEACH
DATE 2/19/03

S. BLUE	aye
D. WILSON	aye
E. WADE	aye
E. RODGERS	aye

CITY ATTORNEY
CITY OF RIVIERA BEACH
DATE 2/19/03

S. BLUE	aye
D. WILSON	aye
E. WADE	aye
E. RODGERS	aye

CITY ATTORNEY
CITY OF RIVIERA BEACH
DATE 2/19/03

S. BLUE	aye
D. WILSON	aye
E. WADE	aye
E. RODGERS	aye

CITY ATTORNEY
CITY OF RIVIERA BEACH
DATE 2/19/03

S. BLUE	aye
D. WILSON	aye
E. WADE	aye
E. RODGERS	aye

CITY ATTORNEY
CITY OF RIVIERA BEACH
DATE 2/19/03

S. BLUE	aye
D. WILSON	aye
E. WADE	aye
E. RODGERS	aye

CITY ATTORNEY
CITY OF RIVIERA BEACH
DATE 2/19/03

S. BLUE	aye
D. WILSON	aye
E. WADE	aye

CITY ATTORNEY
CITY OF RIVIERA BEACH
DATE 2/19/03

RESOLUTION NO. 43-03

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 AGREEMENT BETWEEN PALM BEACH COUNTY AND THE CITY OF RIVIERA BEACH FOR FUNDING OF THE 2002 BLUES AND JAZZ FESTIVAL AND PROVIDING AN EFFECTIVE DATE.

WHEREAS, Riviera Beach held it's Second Annual City of Riviera Beach Blues and Jazz Festival Event on March 29 and March 30, 2002; and

WHEREAS, the Event attracted over eight thousand (8,000) spectators from the community and throughout the country; and

WHEREAS, the Event provided local and national talent and entertainers; and

WHEREAS, the total cost of the Event was $213,256; and

WHEREAS, Riviera Beach has requested from the County an amount not to exceed $20,000 to help offset costs paid for entertainment expenses for jazz artists for their performances; and

WHEREAS, County desires to provide funding to help offset costs for entertainment expenses for the Event in an amount not to exceed $20,000; and

WHEREAS, both parties desire to enter into this Agreement.

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

SECTION 1. That the City Council hereby authorizes the Mayor and City Clerk to execute the Agreement between Palm Beach County and the City of Riviera Beach for funding of the 2002 Blues and Jazz Festival.

RESOLUTION NO. 43-03
-2-

SECTION 2. That a copy of the Agreement is attached hereto and made a part of this resolution.

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

PASSED AND APPROVED this 19th day of February, 2003.

APPROVED:

Michael D. Brown
MAYOR

[Municipal Seal]

Carrie E. Ward
Master Municipal Clerk
CITY CLERK

David G. Schnyer
CHAIRPERSON

Sylvia L. Blue
CHAIRPERSON PRO TEM

Donald R. Wilson
Councilperson

Elizabeth "Liz" Wade
Councilperson

Edward Rodgers
Councilperson

Motioned by: S. Blue
Seconded by: D. Wilson

D. Schnyer	aye
S. Blue	aye
D. Wilson	aye
E. Wade	out
E. Rodgers	aye

GS:dpm (021903)

Approved as to legal sufficiency:

By: _____
Pamala H. Ryan, City Attorney
Date: _____

R2003 0549

AGREEMENT BETWEEN PALM BEACH COUNTY AND THE CITY OF RIVIERA BEACH FOR FUNDING OF THE 2002 BLUES AND JAZZ FESTIVAL

THIS AGREEMENT is made and entered into on APR 15 2003, 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 "Riviera Beach".

WITNESSETH:

WHEREAS, Riviera Beach provided the Second Annual City of Riviera Beach Blues and Jazz Festival Event on March 29 and March 30, 2002; and

WHEREAS, the Event attracted over eight thousand (8,000) spectators from the community and throughout the country; and

WHEREAS, the Event provided local and national talent and entertainers; and

WHEREAS, the total cost of the Event was $213,256; and

WHEREAS, Riviera Beach has requested from County an amount not to exceed $20,000 to help offset costs paid for entertainment expenses for jazz artists for their performances; and;

WHEREAS, County desires to provide funding to help offset costs for entertainment expenses for the Event in an amount not to exceed $20,000; and

WHEREAS, funding for said Event in an amount not to exceed $20,000 is available from District 7 Recreation Assistance Program reserves; and

WHEREAS, Riviera Beach's cultural arts, recreational, and community entertainment Events are deemed to serve a public purpose; and

WHEREAS, both parties desire to enter into this Agreement.

NOW THEREFORE, in consideration of the covenants and promises contained herein, the parties hereby agree to the following terms and conditions:

1. County agrees to fund an amount not to exceed $20,000 to Riviera Beach to help offset costs paid for entertainment expenses for jazz artist performances at the Riviera Beach Blues and Jazz Festival on March 29 and March 30, 2002, hereinafter referred to as the "Performances".

2. County will use its best efforts to provide said funds to Riviera Beach on a reimbursement basis within forty-five (45) days of receipt of the following information:

a. A written statement that the Performances have been completed; and

b. A Contract Payment Request Form and a Contractual Services Purchases Schedule Form, attached hereto and made a part hereof as Exhibit "B", which are required for each and every reimbursement requested by Riviera Beach. Said information shall list each invoice paid by Riviera Beach and shall include the vendor invoice number; invoice date; and the amount paid by Riviera Beach along with the number and date of the respective check for said payment. Riviera Beach shall attach a copy of each vendor invoice paid by Riviera Beach along with a copy of the respective check and shall make reference thereof to the applicable item listed on the Contractual Services Purchases Schedule. Further, Riviera Beach's Project Financial Officer shall certify the total funds spent by Riviera Beach on the Performances and shall also certify that each vendor invoice as listed on the Contractual Services Purchase Schedule was paid by Riviera Beach and approved by Riviera Beach as indicated.

c. Planning and expenses for The Performances were initiated by Riviera Beach on February 1, 2002. Those costs incurred by Riviera Beach for the Performances and approved and submitted accordingly by Riviera Beach subsequent to the date of said Program initiation are eligible for reimbursement by County pursuant to the terms and conditions hereof.

d. Recreation Assistance Program funds may be used as a match for other local, State, or Federal grant Programs, but Riviera Beach may not submit reimbursement requests for the same expenses to the County or other funders to receive duplicate reimbursement for the same expenses.

3. Riviera Beach agrees that it abided by, and was governed by, all applicable federal, state, county, and municipal laws, including but not limited to, Palm Beach County's ordinances, as said laws and ordinances exist and are amended from time to time. In entering into this Agreement, Palm Beach County does not waive the requirements of any County or local ordinance or the requirements of obtaining any permits or licenses which are normally required to conduct business or activity conducted by Riviera Beach. Failure to comply may result in County's refusal to honor reimbursement requests for the Performances.

4. Riviera Beach warrants and represents that all of its employees and participants in the Riviera Beach Blues and Jazz Festival, as delineated in Exhibit "A" attached hereto and made a part hereof, were treated equally without regard to residency, race, color, religion, sex, age, disability, marital status, sexual orientation, national origin, or ancestry.

5. Riviera Beach shall provide its final reimbursement request(s) and final accounting data to County for same on or before three (3) months from the execution of this Agreement by both parties hereto.

6. The term of this Agreement shall be until three (3) months from the execution of this Agreement by both parties hereto, commencing on the date of execution of this Agreement.

7. Prior to execution of this Agreement by the County, Riviera Beach shall provide either a certificate evidencing insurance coverages as required herein or a statement of self insurance from Riviera Beach's Risk Manager. Riviera Beach shall, during the term of this Agreement and any extension hereof, maintain in full force and effect self insured or commercial general liability insurance, including contractual liability and completed operations liability, in the amounts specified in Section 768.28, Florida Statutes, to specifically cover all exposures associated with the Program and terms and conditions of this Agreement. Where permissible with respect to the above coverages, such policy shall include Palm Beach County as additional insured and shall contain a clause providing the County with at least thirty (30) days prior notice in the event of cancellation, non-renewal, or material adverse change in coverage. Compliance with the foregoing requirements shall not relieve Riviera Beach of its liability and obligations under this Agreement. Riviera Beach agrees to indemnify, defend, and hold harmless the County for any liability arising out of any negligent act or omission of Riviera Beach to the extent the insurance described in this paragraph fails to cover the County. Nothing in this paragraph shall constitute a waiver of either party's sovereign immunity beyond the limits set forth in Section 768.28, Florida Statutes.

8. The parties may pursue any and all actions available under law to enforce this Agreement including, but not limited to, actions arising from the breach of any provision set forth herein.

9. This Agreement shall be governed by the laws of the State of Florida and any and all legal action necessary to enforce this Agreement shall be held in Palm Beach County.

10. Any notice given pursuant to the terms of this Agreement shall be in writing and hand delivered or sent by U.S. Mail. 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, Florida 33461

As to Riviera Beach:
City Manager
City of Riviera Beach
600 West Blue Heron Boulevard
Riviera Beach, FL 33404

IN WITNESS WHEREOF, the undersigned parties have signed this Agreement on the date first above written.

R2003 0549

ATTEST:

DOROTHY H. WILKEN, Clerk

By: _____
Deputy Clerk

ATTEST:

By: _____
City Clerk

APPROVED AS TO FORM AND LEGAL SUFFICIENCY

By: _____
County Attorney

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

By: _____
Karen T. Marcus, Chair

APR 15 2003

CITY OF RIVIERA BEACH

By: _____
Mayor

APPROVED AS TO FORM AND LEGAL SUFFICIENCY

By: _____
City Attorney

APPROVED AS TO TERMS AND CONDITIONS

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

CITY OF RIVIERA BEACH

600 WEST BLUE HERON BLVD. • RIVIERA BEACH, FLORIDA 33404
(561) 845-4010 FAX (561) 840-3353

OFFICE OF
CITY MANAGER

August 1, 2002
Revised

Honorable Addie Greene
Commissioner
Palm Beach County
301 North Olive Avenue
West Palm Beach, FL 33401

Dear Commissioner Greene:

The City of Riviera Beach would like to thank you for your generous support and contribution in the amount of the $20,000 grant for the Second Annual City of Riviera Beach Blues and Jazz Festival held on March 29th and 30, 2002. The City expended a total of $213,256.00 for the 2002 event and will utilize the $20,000 grant from Palm Beach County to offset the entertainment expenses for the 2002 event. A line item print-out of these expenses is attached to this correspondence for your information.

This two-day signature event for our City has attracted thousands of diverse jazz and blues lovers from all over the United States. The festival allowed us to expose local and national talent to the community. Our headliners, the Latin Grammy award winner, Nestor Torres and the world renowned jazz artist, Jeffrey Osborne thrilled the crowd with their performances. The response from the attendees regarding the talent and the festival were overwhelmingly positive. This was truly a family event as children danced on the beach and adults ate to their hearts content. Your contribution of a $20,000 County Arts grant will greatly assist the City in the expenses for this event. Our research revealed that our event is the only jazz, blues on the beach festival south of Daytona Beach. Our attendance grew from 3,500 last year to over 8,000 in only our second year. The number of sponsors increased to 20 from three last year. An unofficial exit survey indicated that upwards of 15% of the festival attendees stayed at local hotels at least one night prior to the event. The event location on Singer Island was strategically chosen to draw out of town visitors staying at the beach front hotels and motels in Riviera Beach and Palm Beach Shores. This coming year the City will conduct an official exit survey to more accurately document the "heads & beds".

We hope we can depend on your continued support for the upcoming City of Riviera Beach Blues and Jazz Festival, our sponsorship packages will be out by next month and we will be applying for the County Cultural Arts Council Minority Grant Program. We are striving each year to make this signature event the best in the South. The City of Riviera Beach is The Best Waterfront City...in which to live, work, and play."

Sincerely,

William E. Wilkins
City Manager

Exhibit A
p 1 of 2

02/04/03 16:18:31 MONTH:9
gb665-iq FISCAL YR:2002

CITY OF RIVIERA BEACH
Jazz 2002

Account Number	Descrip	Bgt/Beg Bal	MTD Amt	YTD Amt	Out Enc	Balance	%EXP
135-0202-572-0-1203	OVERTIME	.00	15,890.66	15,890.66	.00	15,890.66-	.0
135-0202-572-0-3409	PROF SERV-ENTERTAINMEN	161,727.00	.00	114,902.75	.00	46,824.25	71.1
135-0202-572-0-3410	PROF SERVICES-EVENT SA	5,000.00	.00	.00	.00	5,000.00	.0
135-0202-572-0-3411	PROF SERVICES-SECURITY	1,000.00	.00	152.00	.00	848.00	15.2
135-0202-572-0-4405	STAGE,SOUND,LIGHT SUPP	20,000.00	.00	10,359.82	.00	9,640.18	51.8
135-0202-572-0-4904	ADVERTISING/MARKETING	20,000.00	.00	33,847.21	.00	13,847.21-	169.2
135-0202-572-0-5201	OPER. SUPPLIES-GENERAL	11,000.00	.00	38,103.82	.00	27,103.82-	346.4
	** GRAND TOTAL **	218,727.00	15,890.66	213,256.26	.00	5,470.74	97.5

Exhibit A
p 1 of 2

Client#: 58 RIVBEACI

ACORD™ CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YY) 2/5/03

PRODUCER
Arthur J. Gallagher & Co.
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.

INSURERS AFFORDING COVERAGE

INSURED
City of Riviera Beach
600 W. Blue Heron Boulevard
Riviera Beach, FL 33404

INSURER A: American Alternative Ins. Corp.
INSURER B:
INSURER C:
INSURER D:
INSURER E:

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 LTR	TYPE OF INSURANCE	POLICY NUMBER	POLICY EFFECTIVE DATE (MM/DD/YY)	POLICY EXPIRATION DATE (MM/DD/YY)	LIMITS	
A	GENERAL LIABILITY	01A2GP000000303	10/01/01	10/01/02	EACH OCCURRENCE	$See Below
	X COMMERCIAL GENERAL LIABILITY				FIRE DAMAGE (Any one fire)	$
	CLAIMS MADE X OCCUR				MED EXP (Any one person)	$
					PERSONAL & ADV INJURY	$
					GENERAL AGGREGATE	$
	GEN'L AGGREGATE LIMIT APPLIES PER: POLICY PRO-JECT LOC				PRODUCTS - COMP/OP AGG	$
	AUTOMOBILE LIABILITY				COMBINED SINGLE LIMIT (Ea accident)	$
	ANY AUTO					
	ALL OWNED AUTOS				BODILY INJURY (Per person)	$
	SCHEDULED AUTOS					
	HIRED AUTOS				BODILY INJURY (Per accident)	$
	NON-OWNED AUTOS					
					PROPERTY DAMAGE (Per accident)	$
	GARAGE LIABILITY				AUTO ONLY - EA ACCIDENT	$
	ANY AUTO				OTHER THAN AUTO ONLY: EA ACC	$
					AGG	$
	EXCESS LIABILITY				EACH OCCURRENCE	$
	OCCUR CLAIMS MADE				AGGREGATE	$
						$
	DEDUCTIBLE					$
	RETENTION $					$
	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY				WC STATUTORY LIMITS / OTHER	
					E.L. EACH ACCIDENT	$
					E.L. DISEASE - EA EMPLOYEE	$
					E.L. DISEASE - POLICY LIMIT	$
	OTHER					

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

GL FS768.28 $100,000 Each Claimant/$200,000 Per Accident Incl. $100,000 SIR

THE CERTIFICATE HOLDER IS AN ADDITIONAL INSURED AS RESPECTS FINANCIAL SUPPORT FOR THE SECOND ANNUAL CITY OF RIVIERA BEACH JAZZ & BLUES FESTIVAL HELD ON 3/29/02 - 3/30/02

CERTIFICATE HOLDER Y ADDITIONAL INSURED; INSURER LETTER:

PALM BEACH COUNTY BOARD OF
COUNTY COMMISSIONER
2700 6TH AVENUE SOUTH
LAKE WORTH, FL 33461

CANCELLATION

SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, THE ISSUING INSURER WILL ENDEAVOR TO MAIL 30 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
R S Scottel

© ACORD CORPORATION 1988

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.

EXHIBIT I

PALM BEACH COUNTY
PARKS AND RECREATION DEPARTMENT

CONTRACT PAYMENT REQUEST

07/22/03
(Date)

Grantee CITY OF RIVIERA BEACH, FL

Project 2ND ANNUAL BLUES & JAZZ FESTIVAL

Billing # CRB072203

Billing Period 02/15/02-03/30/02

Item	Project Costs This Billing	Cumulative Project Costs
Contractual Service	$23,000.00	$23,000.00
Salary and Wages (% of Salaries)	N/A	N/A
Materials, Supplies, Direct Purchases	N/A	N/A
Grantee Stock	N/A	N/A
Equipment	N/A	N/A
Travel	N/A	N/A
Donated Real Property	N/A	N/A
Indirect Costs	N/A	N/A

TOTAL PROJECT COSTS

Certification: I hereby certify that the above expenses were incurred for the work identified as being accomplished in the attached progress reports.

Gloria Scott Kennedy 7/22/03
Administrator/Date

Certification: I hereby certify that the documentation has been maintained as required to suppo the project expenses reported above and is ava able for audit upon request.

Gwendolyn Herbert 7/22/03
Financial Officer/Date

PBC USE ONLY

County Funding Participation $_____

Total project costs to date $_____

County obligation to date $_____

County retainage (__%) (_____)

County funds previously disbursed (_____)

County funds due this billing $_____

Reviewed and Approved by:

PBC Project Administrator/Date

Department Director/Date

EXHIBIT B

PALM BEACH COUNTY
PARKS AND RECREATION DEPARTMENT
CONTRACTUAL SERVICES PURCHASE SCHEDULE

7/22/03
(Date)

Grantee CITY OF RIVIERA BEACH Billing Date 7/22/03

Billing # CRB072203 Billing Period 2/15/02-3/30/02

Contractor Contractor Name	Check or Invoice Number	Voucher Number and date	Project Cost	General Description
TOUCHALL ENTERTAINMENT GROUP	236553	236553-2/15/02	$12,500.00	DEPOSIT OF TOTAL CONTRACT COST FOR ARTIST JEFFREY OSBORNE TO PERFORM ON MARCH 30, 2002 BLUES & JAZZ FESTIVAL
JAY-OZ, INC.	237517	237517-3/30/02	$10,500.00	BALANCE OF TOTAL CONTRACT COST FOR ARTIST JEFFREY OSBORNE TO PERFORM ON MARCH 30, 2002 BLUES & JAZZ FESTIVAL
		TOTAL	$23,000.00	

Certification: I hereby certify that the purchase noted above were used in accomplishing the project.

Gloria Scott Hemm 7/22/03
Administrator (Date)

Certification: I hereby certify that bid tabulations, executed contract cancelled checks, and other purchasing documentation have been maintained as required to support the costs reported above and are available for audit upon request.

Gwendolyn Herbert 7/22/03
Financial Officer (Date)

RESOLUTION NO.44-03

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF RIVIERA BEACH, PALM BEACH COUNTY, FLORIDA, RELEASING AND DISHCARGING ANY INTEREST IN THE REAL PROPERTY DESCRIBED AS LOT 30, GRANDVIEW HEIGHTS, ACCORDING TO THE PLAT THEREOF ON FILE IN THE OFFICE OF THE CLERK OF THE CIRCUIT COURT IN AND FOR PALM BEACH COUNTY, FLORIDA, RECORDED IN PLAT BOOK 7, PAGE 58, BY VIRTUE OF THAT CERTAIN CODE ENFORCEMENT AND LOT CLEANING/LOT CLEARING LIEN RECORDED AUGUST 2, 1991, IN OFFICIAL RECORD BOOK 6912, PAGE 1684, PUBLIC RECORDS OF PALM BEACH COUNTY, FLORIDA; AUTHORIZING THE MAYOR AND CITY CLERK TO EXECUTE A PARTIAL RELEASE AS TO SAID PROPERTY; AND PROVIDING AN EFFECTIVE DATE.

WHEREAS, property located at W. 29th Street, Lots 34-36, Blk 17, Acrehome Park #2, was found to be in violation of the City's Code of Ordinances on May 9, 1991, pursuant to Case No. CEB 91-110, dated June 20, 1991; and

WHEREAS, a fine was imposed for ongoing non-compliance by Final Order dated June 21, 1991, and recorded in Official Record Book 6912, Page 1684, Public Records of Palm Beach County, Florida; and

WHEREAS, the fine imposed by such order is still due and owing; and

WHEREAS, the fine is a lien that runs with the land and attaches to all other property owned by the owner whether or not said property is within the City limits; and

WHEREAS, at the time of the violations, the owner of said lot was Mr. Charles Jackson, Jr.; and

WHEREAS, Mr. Jackson also formerly owned real property located in the City of West Palm Beach and more particularly described as Lot 30, Grandview Heights, according to the Plat thereof on file in the Office of the Clerk of the Circuit Court in and for Palm Beach County, Florida, recorded In Plat Book 7, Page 58; and

WHEREAS, Mr. David Needle, ("Mr. Needle"), has acquired, by tax deed, the property located in the City of West Palm Beach; and

WHEREAS, Mr. Needle is unable to quiet title to said property due to the outstanding liens incurred by and against Mr. Jackson; and

WHEREAS, Mr. Needles is willing to pay to the City the sum of $1,000.00 as full and fair consideration for the execution of a partial release of the lien only as to any interest the City may have in the real property located in the City of West Palm Beach; and

WHEREAS, this release is not intended and shall not be deemed to affect, release or discharge the amounts still due and owing under said lien as against the real and personal property of Mr. Jackson; and

WHEREAS, Case No. CEB 91-110, was complied by the Code Enforcement Division on September 10, 2002; and

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

WHEREAS, the City Council finds it in the best interest of the City to partially release the lien subject to the limits herein imposed.

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 accepts the sum of $1,000.00 as consideration for the partial release of lien hereby granted as to the real property referenced above and which is located in the City of West Palm Beach.

Section 3. The Mayor and the City Clerk are authorized to execute the partial release of lien upon payment in full of the aforementioned amount. The amount shall be paid within thirty (30) days of approval or this Resolution shall become null and void.

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

PASSED and APPROVED this 19th day of February, 2003.

APPROVED:

MICHAEL D. BROWN,
MAYOR

(MUNICIPAL SEAL)

ATTEST:

CARRIE E. WARD,
MASTER MUNICIPAL CLERK

DAVID G. SCHNYER,
CHAIRPERSON

SYLVIA LEE BLUE,
CHAIR PRO-TEM

DONALD R. WILSON
COUNCILPERSON

ELIZABETH "LIZ" WADE
CHAIRPERSON

EDWARD RODGERS
COUNCILPERSON

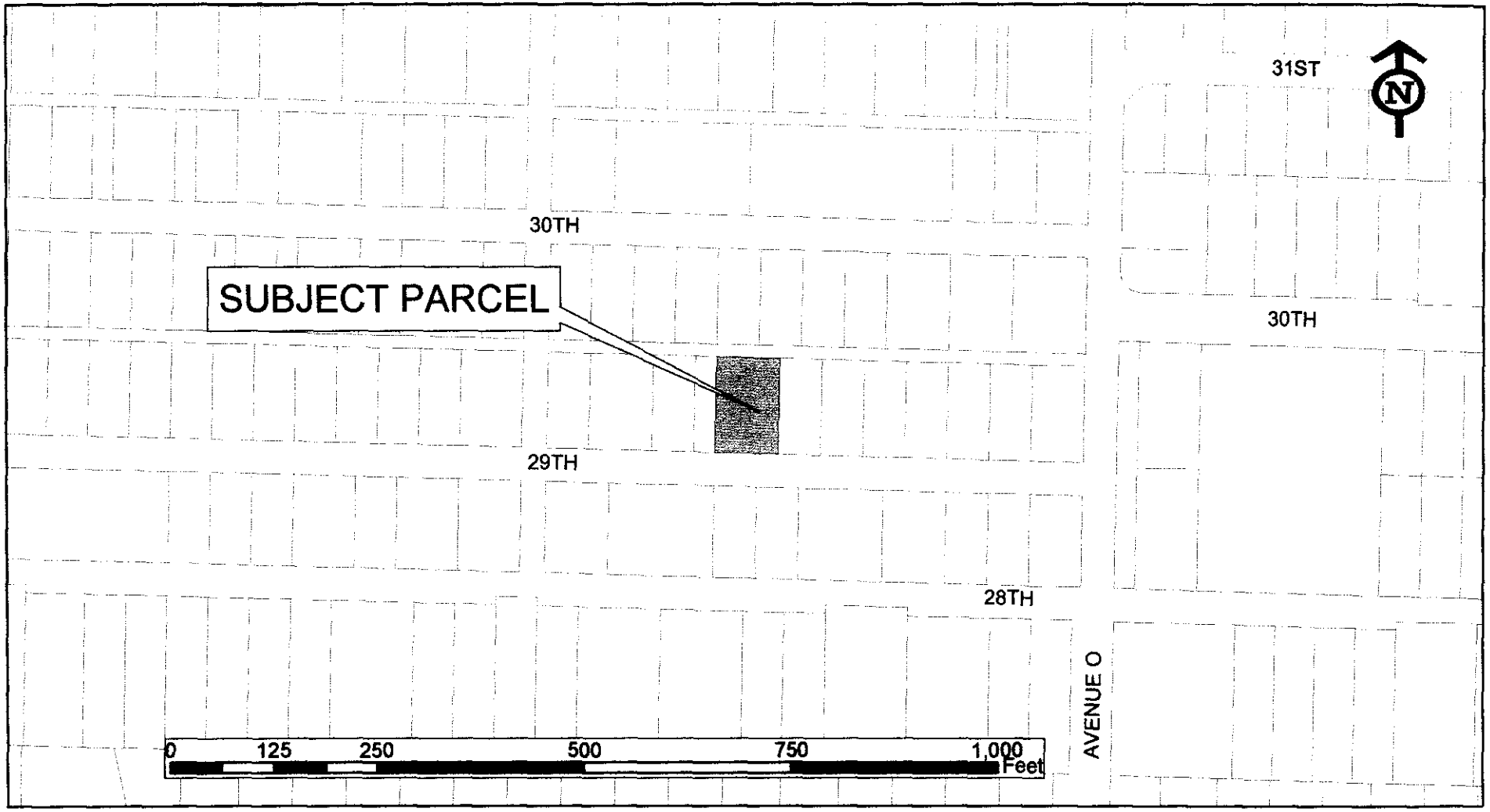
MOTIONED BY: E. Rodgers
SECONDED BY: S. Blue

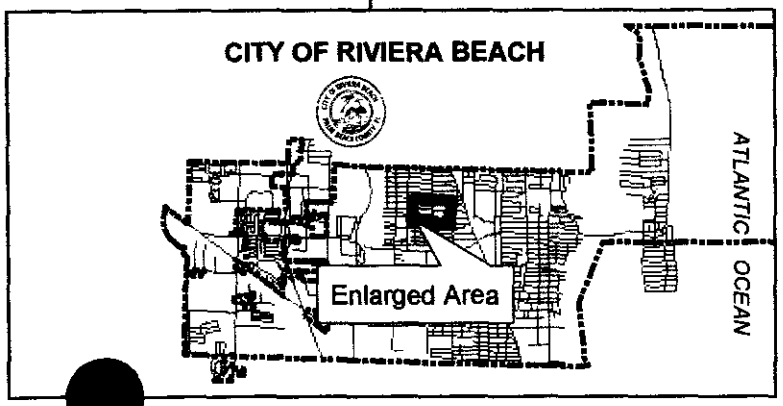
D. SCHNYER: aye
S. BLUE: aye
D. WILSON: aye
E. WADE: aye
E. RODGERS: aye

McK/kat
02-19-03

REVIEWED AS TO LEGAL SUFFICENCY

PAMALA HANNA RYAN, CITY ATTORNEY
DATE: 2/19/03





LOCATION MAP
ACREHOME PARK 2ND ADD
BLOCK 17, LOT 34

Legend
- Street Center Line
- Parcel Boundary
- Municipal Boundary
- Lot 34

Map Created on February 14, 2003
by the City of Riviera Beach, Dept. of Community Development

D:projects/planning & zoning/Acrehome/location map_Acrehome lot 34.mxd

RESOLUTION NO. 45-03

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF RIVIERA BEACH, PALM BEACH COUNTY, FLORIDA AUTHORIZING THE CITY MANAGER TO REIMBURSE VILLA FRANCISCA FOR EXPENDITURES USED TO PURCHASE AND INSTALL AN ELECTRONIC SECURITY GATE AT SAID PROPERTY; AND TO AUTHORIZE THE FINANCE DIRECTOR TO TRANSFER FUNDS FROM GENERAL FUND CONTINGENCY ACCOUNT NUMBER 001-0203-519-0-5999 TO OTHER GRANTS & AID ACCOUNT NUMBER 001-0203-519-0-8301 AND AUTHORIZE THE FINANCE DIRECTOR TO MAKE PAYMENT IN THE AMOUNT OF $7,260.00 FROM ACCOUNT NUMBER 001-0203-519-0-8301.

WHEREAS, Villa Franciscan is a HUD facility for low-income elderly in the City of Riviera Beach; and

WHEREAS, Florida Statues 825.102 provides special protective status to elderly persons or disabled adults; and

WHEREAS, Villa Franciscan has purchased and installed an electronic security gate for the purpose of providing extra security to its property and residents; and

WHEREAS, Villa Franciscan has indicated that their operating budget did not have adequate funds to finance the security gate; and

WHEREAS, the Villa Franciscan has made a reimbursement request from the City of Riviera Beach in the amount of $7,260.00 to pay for the gate.

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

SECTION 1. To authorize the Finance Director to transfer funds from General Fund Contingency Account Number 001-0203-519-0-5999 to Other Grants & Aid Account Number 001-0203-519-0-8300.

SECTION 2. The City Manager is authorized to reimburse Villa Franciscan in the amount of $7,260.00.

RESOLUTION NO. 45-03

PAGE 2

SECTION 3. The Finance Director is authorized to make payment from account number 001-0203-519-8300 in the amount of $7,260.00.

SECTION 4. This resolution shall take effect immediately upon its passage.

PASSED AND APPROVED this 19th day of February, 2003.

APPROVED:

MICHAEL D. BROWN, MAYOR

[MUNICIPAL SEAL)

ATTEST:

CARRIE E. WARD, MMC
CITY CLERK

DAVID G. SCHNYER, CHAIRPERSON

SYLVIA L. BLUE, CHAIR PRO-TEM

DONALD R. WILSON

EDWARD RODGER

ELIZABETH "LIZ" WADE
COUNCIL MEMBERS

MOTIONED BY: E. Wade

SECONDED BY: S. Blue

D. SCHNYER aye

S. BLUE aye

D. WILSON aye

E. RODGERS aye

E. WADE aye

REVIEWED FOR LEGAL SUFFICIENCY

CITY ATTORNEY
CITY OF RIVIERA BEACH

DATE: 2/19/03

RESOLUTION NO. 46-03

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF RIVIERA BEACH, PALM BEACH COUNTY, FLORIDA, AUTHORIZING THE FINANCE DIRECTOR TO APPROPRIATE FUND BALANCE IN THE PAVING AND DRAINAGE CONSTRUCTION ACCOUNT NUMBER 301-0716-5190-3103 IN THE AMOUNT OF $30,000 FOR CIVIL, TRAFFIC AND TRANSPORTATION RELATED ENGINEERING SERVICES, AND PROVIDING AN EFFECTIVE DATE.

WHEREAS, the City of Riviera Beach made grant applications for receiving funds from the Department of Transportation Enhancement and TEA-21 Grant Programs; and

WHEREAS, the City has incurred engineering expenses for preparing permit applications, project reviews for traffic calming and transportation compliance; and

WHEREAS, due to the fact that additional funds need to be allocated for these services; funds need to be appropriated from the paving and drainage construction account to cover the expenses associated with the grant applications, civil, traffic and transportation engineering services.

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

SECTION 1. The Finance Director is hereby authorized to appropriate fund balance in the amount of $30,000 in the Paving and Drainage Construction Account 301-0716-5190-3103 to cover the expenses associated with traffic calming and transportation related services.

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

RESOLUTION NO. 46-03
PAGE 2

APPROVED:

MICHAEL D. BROWN,
MAYOR

Absent
DAVID G. SCHNYER
CHAIRPERSON

SYLVIA LEE BLUE
CHAIR PRO-TEM

(MUNICIPAL SEAL)

DONALD R. WILSON
COUNCILPERSON

ATTEST:

CARRIE E. WARD,
MASTER MUNICIPAL CLERK
CITY CLERK

Absent
ELIZABETH "LIZ" WADE
COUNCILPERSON

EDWARD RODGERS
COUNCILPERSON

MOTIONED BY: D. Wilson

SECONDED BY: E. Rodgers

D. SCHNYER: absent
S. BLUE: aye
D. WILSON: aye
E. WADE: absent
E. RODGERS: aye

REVIEWED AS TO LEGAL SUFFICIENCY

PAMALA HANNA RYAN, CITY ATTORNEY
DATE: 2/26/03

MMcK/ljs
011603

RESOLUTION NO. 47-03

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF RIVIERA BEACH, PALM BEACH COUNTY, FLORIDA, ACCEPTING THE PROPOSAL FROM R.C.T. ENGINEERING, INC., TO CONDUCT A STUDY AND ENGINEERING EVALUATION OF THE UTILITIES DEPARTMENT'S LIFT STATIONS; IN AN AMOUNT NOT TO EXCEED $57,092.00; AND AUTHORIZING PAYMENT FROM ACCOUNT NO. 407-1437-5330-3103; AND PROVIDING AN EFFECTIVE DATE.

WHEREAS, a proposal was submitted by R.C.T. Engineering, Inc., in an amount not to exceed $57,092.00, to conduct a study and engineering evaluation of the Utilities Department's lift stations; and

WHEREAS, the primary purpose of this project is to provide recommendations for rehabilitation, redirecting sewage flows as necessary, and options for piping improvements at each lift station.

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

SECTION 1: That the City Council approves the proposal submitted by R.C.T. Engineering, Inc.

SECTION 2: That the City Council authorizes the Mayor and Finance Director to pay this amount from Account Number 407-1437-5330-3103 in the amount of $57,092.00.

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

RESOLUTION NO. 47-03
PAGE 2

PASSED AND APPROVED this 5th day of MARCH, 2003.

APPROVED:

MICHAEL D. BROWN
MAYOR

Absent
DAVID G. SCHNYER
CHAIRPERSON

SYLVIA LEE BLUE
CHAIR PRO-TEM

(MUNICIPAL SEAL)

DONALD R. WILSON
COUNCILPERSON

ATTEST:

CARRIE E. WARD
MASTER MUNICIPAL CLERK
CITY CLERK

Absent
ELIZABETH "LIZ" WADE
COUNCILPERSON

EDWARD RODGERS
COUNCILPERSON

MOTIONED BY: D. Wilson

SECONDED BY: E. Rodgers

D. SCHNYER Absent

S. BLUE aye

D. WILSON aye

E. WADE Absent

E. RODGERS aye

REVIEWED AS TO LEGAL SUFFICIENCY

PAMALA H. RYAN, CITY ATTORNEY
CITY OF RIVIERA BEACH

DATE: 2/26/03

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RESOLUTION NO. 48-03

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF RIVIERA BEACH, PALM BEACH COUNTY, FLORIDA, AUTHORIZING THE MAYOR AND CITY CLERK TO EXTEND AN EXISTING CONTRACT FOR A PERIOD OF ONE (1) YEAR, COMMENCING MARCH 22, 2003 THROUGH MARCH 21, 2004, BETWEEN THE CITY OF RIVIERA BEACH AND R.C.T. ENGINEERING, INC., CONSULTING ENGINEERING FIRM OF WEST PALM BEACH, FLORIDA, TO PROVIDE GENERAL PROFESSIONAL ENGINEERING SERVICES TO THE UTILITIES DEPARTMENT FOR WATER TREATMENT, DISTRIBUTION, SEWER COLLECTION PLANNING AND DESIGN SERVICES; AND PROVIDING AN EFFECTIVE DATE.

WHEREAS, on March 21, 2001, via Resolution #42-01, Council approved a two (2) year contract between the City of Riviera Beach and R.C.T. Engineering, Inc., to provide general professional engineering services to the Utilities Department for Water Treatment, Distribution, Sewer Collection Planning and Design Services; and

WHEREAS, this existing contract will expire on March 21, 2003; and

WHEREAS, to provide continuity with the on-going projects conducted by R.C.T. Engineering, Inc., staff recommends a one (1) year extension, commencing March 22, 2003 through March 21, 2004, of this existing contract in accordance with Section 4 – Periods of Service.

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

SECTION 1: That the Mayor and City Clerk are hereby authorized to execute and extend the existing contract for a period of one (1) year, commencing March 22, 2003 through March 21, 2004, between the City of Riviera Beach and R.C.T. Engineering, Inc. to provide general professional engineering services on behalf of the City of Riviera Beach.

SECTION 2: That a copy of the existing contract between R.C.T. Engineering, Inc. and the City of Riviera Beach shall be attached hereto and made a part of this Resolution.

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

RESOLUTION NO. 48-03
PAGE 2

PASSED AND APPROVED this 5th day of MARCH, 2003.

APPROVED:

MICHAEL D. BROWN
MAYOR

Absent
DAVID G. SCHNYER
CHAIRPERSON

SYLVIA LEE BLUE
CHAIR PRO-TEM

(MUNICIPAL SEAL)

DONALD R. WILSON
COUNCILPERSON

ATTEST:

CARRIE E. WARD
MASTER MUNICIPAL CLERK
CITY CLERK

Absent
ELIZABETH "LIZ" WADE
COUNCILPERSON

EDWARD RODGERS
COUNCILPERSON

MOTIONED BY: D. Wilson

SECONDED BY: E. Rodgers

D. SCHNYER	absent
S. BLUE	aye
D. WILSON	aye
E. WADE	absent
E. RODGERS	aye

REVIEWED AS TO LEGAL SUFFICIENCY

PAMALA H. RYAN, CITY ATTORNEY
CITY OF RIVIERA BEACH

DATE: 2/26/03

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EXTENSION OF AGREEMENT FOR GENERAL ENGINEERING SERVICES

The CITY OF RIVIERA BEACH, a municipal corporation of the State of Florida, whose address is 600 W. Blue Heron Blvd, Riviera Beach, Florida 33404, and R.C.T. ENGINEERING, INC. authorized to transact business in the State of Florida, whose address is 701 Northpoint Parkway, Ste. 310; West Palm Beach, FL 33407, agree to extend the original AGREEMENT FOR GENERAL ENGINEERING SERVICES, entered on March 21, 2001, for the period of one (1) year, effective March 21, 2003. All terms of the original AGREEMENT shall remain the same.

IN WITNESS WHEREOF, the parties hereto have made and executed this Agreement and have hereunto signed in their names by their duly authorized representatives on this 5 day of March, 2003.

CITY OF RIVIERA BEACH

BY: _____
MICHAEL D. BROWN
MAYOR

CONTRACTOR
R.C.T. ENGINEERING, INC.

BY: _____
JAMES V. BURPHY, P.E.
EXECUTIVE VICE PRESIDENT

SEAL

ATTEST:

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

APPROVED AS TO TERMS
AND CONDITIONS

BY: _____
ALBERT VALDIVIA
UTILITIES DEPARTMENT

APPROVED AS TO FORM AND
LEGAL SUFFICIENCY

BY: _____
PAMALA HANNA RYAN
CITY ATTORNEY

Date: 2/26/03

RESOLUTION NO. 49-03

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF RIVIERA BEACH, PALM BEACH COUNTY, FLORIDA, AWARDING THE FIREFIGHTER MEDICAL PHYSICALS CONTRACT TO PINECREST OCCUPATIONAL CENTER OF WEST PALM BEACH; AUTHORIZING THE MAYOR AND CITY CLERK TO EXECUTE A CONTRACT AGREEMENT WITH PINECREST OCCUPATIONAL FOR SAME; AUTHORIZING THE FINANCE DIRECTOR TO TRANSFER $28,050 FROM GENERAL FUND CONTINGENCY ACCOUNT NUMBER 001-0203-519-0-5999 TO THE FIRE DEPARTMENT'S PROFESSIONAL SERVICES MEDICAL, DENTAL ACCOUNT NUMBER 001-0920-522-0-3102; FURTHER AUTHORIZING THE MAYOR AND FINANCE DIRECTOR TO MAKE PAYMENT FOR SAME FROM ACCOUNT NUMBER 001-0920-5220-3102 IN AN AMOUNT NOT TO EXCEED $28,050.00; AND PROVIDING FOR AN EFFECTIVE DATE.

WHEREAS, A selection committee reviewed the submitted applications to provide medical physicals to firefighter employees; and

WHEREAS, Pinecrest Occupational Center of West Palm Beach, Florida was selected as the top ranked medical provider to perform Fire Rescue employee medical physicals.

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

Section 1: The contract for Fire Fighter employee medical physicals is awarded to Pinecrest Occupational Center of West Palm Beach, Florida in the amount of $28,050.00.

Section 2: The Mayor and City Clerk are hereby authorized to execute the contract agreement on behalf of the City.

Section 3: The Finance Director is hereby authorized to transfer $28,050 from General Fund Contingency Account Number 001-0203-519-0-599 to the Fire Department's Professional Services Medical and Dental Account Number 001-0920-522-0-3102.

Section 4: The Mayor and Finance Director are authorized to make payment for the firefighter medical physical services from Account Number 001-0920-522-0-3102 in an amount not to exceed $28,050.

Section 5: This resolution shall take effect immediately upon its passage and adoption by the City Council.

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PASSED and APPROVED this 5th **day of** March, **2003**

APPROVED:

MICHAEL D. BROWN
MAYOR

(MUNICIPAL SEAL)

ATTEST:

CARRIE E. WARD,
MASTER MUNICIPAL CLERK
CITY CLERK

absent
DAVID G. SCHNYER
CHAIRPERSON

SYLVIA LEE BLUE
CHAIR PRO-TEM

DONALD R. WILSON
COUNCILPERSON

absent
ELIZABETH "LIZ" WADE
COUNCILPERSON

EDWARD RODGERS
COUNCILPERSON

MOTIONED BY: D. Wilson

SECONDED BY: E. Rodgers

D. SCHNYER: absent

S. BLUE: aye

D. WILSON: aye

E. WADE: absent

E. RODGERS aye

REVIEWED AS TO LEGAL SUFFICIENCY

PAMALA H. RYAN, CITY ATTORNEY

DATE: 2/21/03

CONTRACT FOR CITY OF RIVIERA BEACH FIRE FIGHTER PHYSICALS

This Contract is made as of the 5 day of March, 2003, by and between the City of Riviera Beach, Palm Beach County, Florida a Political Subdivision of the State of Florida, by and through its City Council, hereinafter referred to as the CITY, and Pinecrest Occupational Center of West Palm Beach, a corporation authorized to do business in the State of Florida, hereinafter referred to as the PROVIDER, whose Federal I.D. 59-263507.

In consideration of the mutual promises contained herein, the CITY and the PROVIDER agree as follows:

ARTICLE 1 - SERVICES

The PROVIDER'S responsibility under this Contract is to provide professional/consultation services in the area of Fire Fighter Employee Physicals, as more specifically set forth in the Scope of Work detailed in Exhibit "A".

The CITY'S representative/liaison during the performance of this Contract shall be Troy F. Perry, Fire Chief, whose telephone number is (561) 845-4104.

ARTICLE 2 - SCHEDULE

The PROVIDER shall commence services on March 1, 2003 and complete all services by May 30, 2003.

Reports and other items shall be delivered or completed in accordance with the detailed schedule set forth in Exhibit "A".

ARTICLE 3 - PAYMENTS TO PROVIDER

A. Generally - The CITY agrees to compensate the PROVIDER as set forth herein. The total and cumulative amount of this contract shall not exceed the amount of funds annually budgeted for these services. The CITY shall not reimburse the PROVIDER for any travel costs incurred as a direct result of providing deliverables to the CITY in pursuance of the scope of work contained in Exhibit "A", attached hereto and made part hereof.

B. Invoices received from the PROVIDER pursuant to this Contract will be reviewed and approved by the CITY'S representative, indicating that services have been rendered in conformity with the Contract and then will be sent to the Finance Department for payment. Invoices will normally be paid within thirty (30) days following the CITY representative's approval.

C. Final Invoice: In order for both parties herein to close their books and records, the PROVIDER will clearly state "final invoice" on the PROVIDER'S final/last billing to the CITY. This certifies that all services have been properly performed and all charges and costs have been invoiced to the City of Riviera Beach. Since this account will thereupon be closed, any and other further charges if not properly included in this final invoice are waived by the PROVIDER and the CITY shall have no obligations for any other costs or expenses thereafter.

ARTICLE 4 - TRUTH-IN NEGOTIATION CERTIFICATE

Signature of this Contract by the PROVIDER shall also act as the execution of a truth-in-negotiation certificate certifying that the wage rates, over-head charges, and other costs used to determine the compensation provided for in this Contract are accurate, complete and current as of the date of the Contract and no higher than those charged in the PROVIDER'S most favored customer for the same or substantially similar service.

The said rates and costs shall be adjusted to exclude any significant sums should the CITY determine that the rates and costs were increased due to inaccurate, incomplete or noncurrent wage rates or due to inaccurate representations of fees paid to outside consultants. The CITY shall exercise its right under this Article 4 within three (3) years following final payment.

ARTICLE 5 - TERMINATION

This Contract may be cancelled by the PROVIDER upon thirty (30) days prior written notice to the CITY'S representative in the event of substantial failure by the CITY to perform in accordance with the terms of this Contract through no fault of the PROVIDER. It may also be terminated, in whole or in part, by the CITY, with or without cause, immediately upon written notice to the PROVIDER. Unless the PROVIDER is in breach of this Contract, the PROVIDER shall be paid for services rendered to the CITY'S satisfaction through the date of termination. After receipt of a Termination Notice and except as otherwise directed by the CITY the PROVIDER shall:

A. Stop work on the date and to the extent specified.

B. Terminate and settle all orders and subcontracts relating to the performance of the terminated work.

C. Transfer all work in progress, completed work, and other materials related to the terminated work to the CITY.

D. Continue and complete all parts of the work that have not been terminated.

ARTICLE 6 - PERSONNEL

The PROVIDER represents that it has, or will secure at its own expense, all necessary personnel required to perform the services under this Contract. Such personnel shall not be employees of or have any contractual relationship with the CITY.

All of the services required hereunder shall be performed by the PROVIDER 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.

Any changes or substitutions in the PROVIDER'S key personnel or services, as may be listed in Exhibit "A", must be made known to the CITY'S representative and written approval must be granted by the CITY'S representative before said changes or substitution can become effective.

The PROVIDER warrants that all services shall be performed by skilled and competent personnel to the highest professional standards in the field.

The PROVIDER agrees that it is fully responsible to the CITY for the acts and omissions of subcontractors and of persons either directly or indirectly employed by the PROVIDER. Nothing contained herein shall create any contractual relationship between any subcontractor and the CITY.

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

ARTICLE 7 - FEDERAL AND STATE TAX

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

The PROVIDER shall be responsible for payment of its own and its share of its employees' payroll, payroll taxes, and benefits with respect to this contract.

ARTICLE 8 - AVAILABILITY OF FUNDS

The CITY'S performance and obligation to pay under this contract is contingent upon an annual appropriation for its purpose by the City of Riviera Beach City Council.

ARTICLE 9 - INSURANCE

A. Prior to execution of this Contract by the CITY, the PROVIDER shall provide certificates evidencing insurance coverage 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 PROVIDER has obtained insurance of the type, amount, and classification as required for strict compliance with the 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 PROVIDER of its liability and obligations under this Contract.

B. The PROVIDER shall maintain during the term of this Contract, standard Professional Liability Insurance in the minimum amount of $1,000,000 per occurrence.

C. The PROVIDER shall maintain, during the life of this Contract, commercial general liability, including contractual liability insurance in the amount of $500,000 per occurrence to protect the PROVIDER 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 Contract, whether such operations be by the PROVIDER or by anyone directly employed by or contracting with the PROVIDER.

D. The PROVIDER shall maintain during the life of this Contract, adequate Worker's 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.

E. All insurance, other than Professional Liability and Worker's Compensation, to be maintained by the PROVIDER shall specifically include the CITY as an Additional Insured".

ARTICLE 10 - INDEMNIFICATION

The PROVIDER 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 cause of action which may arise from any negligent act or omission of the PROVIDER, its agents, servants, or employees in the performance of services under this Contract.

The PROVIDER 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 PROVIDER 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.

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

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

ARTICLE 11 - SUCCESSORS AND ASSIGNS

The CITY and the PROVIDER each binds itself and its partners, successors, executors, administrators, and assigns to the other party of this Contract and to the partners, successors, executors, administrators and assigns of such other party, in respect to all covenants of this Contract. Except as above, neither the CITY nor the PROVIDER shall assign, sublet, convey or transfer its interest in this Contract without the written consent of the other. Nothing herein shall be construed as creating any personal liability on the part of any officer or agent of the CITY which may be a party hereto, nor shall it be construed as giving any rights or benefits hereunder to anyone other than the CITY and the PROVIDER.

ARTICLE 12 - VENUE

This Contract and any dispute, disagreement, or issue of construction or interpretation arising hereunder whether relating to its execution, its validity, the obligations provided therein, 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 contract will be held in Palm Beach County.

ARTICLE 13 - REMEDIES

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.

ARTICLE 14 - CONFLICT OF INTEREST

The PROVIDER represents that is presently has no interest and shall acquire no interest, either direct or indirect, which would conflict in any manner with the performance or

services required hereunder, as provided for in Florida Statutes 112.311. The PROVIDER further represents that no person having any such conflicting interest shall be employed for said performance.

The PROVIDER shall promptly notify the CITY'S representative, in writing, by certified mail, of all potential conflicts of interest for any prospective business association, interest or other circumstance which may influence or appear to influence the PROVIDER'S judgment or quality of services being provided hereunder. Such written notification shall identify the prospective business association, interest or circumstance, the nature of work that the PROVIDER may undertake and request an opinion of the CITY as to whether the association, interest or circumstance would, in the opinion of the CITY, constitute a conflict of interest if entered into by the PROVIDER. The CITY agrees to notify the PROVIDER of its opinion by certified mail within thirty (30) days of receipt of notification by the PROVIDER. If, in the opinion of the CITY, the prospective business association, interest or circumstance would not constitute a conflict of interest by the PROVIDER, the CITY shall so state in the notification and the PROVIDER shall, at its option, enter into said association, interest or circumstance and it shall be deemed not in conflict of interest with respect to services provided to the CITY by the PROVIDER under the terms of this Contract.

ARTICLE 15 – DELAYS AND EXTENSION OF TIME

The PROVIDER 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 PROVIDER 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 PROVIDER'S request, the CITY shall consider the facts and extent of any failure to perform the work and, if the PROVIDER'S failure to perform was without it or its subcontractors fault or negligence the Contract Schedule and/or any other affected provision of this Contract 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 PROVIDER 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 consultant 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 PROVIDER'S control, or by delay authorized by the CITY pending negotiation or by any cause which the CITY shall decide justifies the delay, then the time of completion shall be extended for any reasonable time the CITY may decide. No extension shall be made for delay occurring more than seven (7) days before claim therefore is made in writing to the CITY. In the case of continuing cause of delay, only one (1) claim is necessary.

This article does not exclude the recovery of damages for delay by either party under other provisions in the Contract.

ARTICLE 16 - ARREARS

The PROVIDER shall not pledge the CITY'S credit or make it a guarantor of payment or surety for any contract, debt, obligation, judgment, lien, or any form of indebtedness. The PROVIDER further warrants and represents that is has no obligation or indebtedness that would impair its ability to fulfill the terms of this Contract.

ARTICLE 17 - DISCLOSURE AND OWNERSHIP OF DOCUMENTS

The PROVIDER shall deliver to the CITY'S representative for approval and acceptance, and before being eligible for final payment of any amounts due, all documents and materials prepared by and for the CITY under this Contract.

All written and oral information not in the public domain or not previously known, and all information and data obtained, developed, or supplied by the CITY or at its expense will be kept confidential by the PROVIDER and will not be disclosed to any other party, directly or indirectly, without the CITY'S prior written consent unless required by a lawful order. All drawings, maps, sketches, programs, data base, reports and other data developed, or purchased, under this Contract for or at the CITY'S expense shall be and remain the CITY'S property and may be reproduced and reused at the discretion of the CITY.

The CITY and the PROVIDER shall comply with the provisions of Chapter 119, Florida Statutes (Public Records Law).

All covenants, agreements, representations and warranties made herein, or otherwise made in writing by any party pursuant hereto, including but not limited to any representations made herein relating to disclosure or ownership of documents, shall survive the execution and delivery of this Contract and the consummation of the transactions contemplated hereby.

ARTICLE 18 - INDEPENDENT CONTRACTOR RELATIONSHIP

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

The PROVIDER does not have the power or authority to bind the CITY in any promise, agreement or representation other than specifically provided for in this agreement.

ARTICLE 19 - CONTINGENT FEES

The PROVIDER warrants that it is has not employed or retained any company or person, other than a bona fide employee working solely for the PROVIDER to solicit or secure this Contract and that it has not paid or agreed to pay any person, company, corporation, individual, or firm, other than a bona fide employee working solely for the PROVIDER, any fee, commission, percentage, gift, or any other consideration contingent upon or resulting from the award or making of this Contract.

ARTICLE 20 - ACCESS AND AUDITS

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

ARTICLE 21 - NONDISCRIMINATION

The PROVIDER warrants and represents that all of its employees are treated equally during employment without regard to race, color, religion, disability, sex, age, national origin, ancestry, marital status, or sexual orientation.

ARTICLE 22 - ENFORCEMENT COSTS

If any legal action or other proceeding, including but not limited to arbitration and/or mediation, is brought for any dispute, disagreement, or issue of construction, declaration or interpretation arising hereunder whether relating to the Contract's execution, validity, the obligations provided therein, or performance of this Contract, or because of an alleged breach, default or misrepresentation in connection with any provisions of this Contract, 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.

ARTICLE 23 - AUTHORITY TO PRACTICE

The PROVIDER hereby represents and warrants that it has and will continue to maintain all licenses and approvals required to conduct its business, and that it will at all times conduct its business activities in a reputable manner. Proof of such licenses and approvals shall be submitted to the CITY'S representative upon request.

ARTICLE 24 - SEVERABILITY

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

ARTICLE 25 - PUBLIC ENTITY CRIMES

As provided in F.S. 287.132-133 by entering into this Contract or performing any work in furtherance hereof, the contractor 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 thirty-six (36) months immediately preceding the date hereof. This notice is required by F.S.287.133(3)(a).

ARTICLE 26 - MODIFICATIONS OF WORK

The CITY reserves the right to make changes in Scope of Work, including alterations, reductions therein or additions thereto. Upon receipt by the PROVIDER of the CITY'S notification of a contemplated change, the PROVIDER 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 PROVIDER'S ability to meet the completion dates or schedules of this Contract.

If the CITY so instructs in writing, the PROVIDER shall suspend work on that portion of the Scope of Work affected by the contemplated change, pending the CITY'S decision to proceed with the change.

If the CITY elects to make the change, the CITY shall initiate a Contract Amendment and the PROVIDER shall not commence work on any such change until such written amendment is signed by the PROVIDER and approved and executed by the City of Riviera Beach.

ARTICLE 27 - NOTICE

All notices required in this Contract shall be sent by certified mail, return receipt requested, and if sent to the CITY shall be mailed to:

Troy F. Perry, Fire Chief
600 W. Blue Heron Blvd.
Riviera Beach, FL 33404

and if sent to the PROVIDER shall be mailed to:

Andre Boucher, Director of Occupational Medicine
Pinecrest Occupational Center of West Palm Beach
4455 Medical Center Way
West Palm Beach, FL 33407

ARTICLE 28 - ENTIRETY OF CONTRACTUAL AGREEMENT

The CITY and the PROVIDER agree that this Contract 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 Contract may be added to, modified, superseded or otherwise altered, except by written instrument executed by the parties hereto in accordance with Article 26- Modifications of Work.

ARTICLE 29 – TIME

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

ARTICLE 30 - TERMINOLOGY AND CAPTIONS

All pronouns, singular, plural, masculine, feminine or neuter, shall mean and include the person, entity, firm or corporation to which they relate as the context may require. Wherever the context may require, the singular shall mean and include the plural and the plural shall mean and include the singular. The term "Contract" as used herein, as well as the terms "herein", "hereof", "hereunder", "hereinafter" and the like mean this Contract in its entirety and all exhibits, amendments and addenda attached hereto and made a part hereof. The captions and paragraph headings are for reference and convenience only and do not enter into or become a part of the context of this Contract, nor shall such headings affect the meaning or interpretation of this Contract.

ARTICLE 31 - WAIVER

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

ARTICLE 32 - PREPARATION

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

ARTICLE 33 - MATERIALITY

All provisions of the Contract shall be deemed material, in the event PROVIDER fails to comply with any of the provisions contained in this Contract or exhibits, amendments and addenda attached hereto, said failure shall be deemed a material breach of this Contract and CITY may at its option and without notice terminate this Contract.

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CONTRACT WITH THE CITY OF RIVIERA BEACH

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

CITY OF RIVIERA BEACH

BY: _____
MICHAEL D. BROWN
MAYOR

PROVIDER

BY: Paul Echelard
NAME: Paul Echelard
TITLE: CEO

ATTEST:

BY _____
CARRIE E. WARD, MMC

APPROVED AS TO FORM AND LEGAL SUFFICIENCY

BY: Pamela H. Ryan
PAMALA H. RYAN
CITY ATTORNEY

DATE: 3/5/03

APPROVED AS TO TERMS AND CONDITIONS

BY: _____
TROY F. PERRY
FIRE CHIEF

Exhibit A
City of Riviera Beach Fire Rescue Employee Physicals

HISTORY AND MEDICAL EXAMINATION
Complete physical examination performed by Board Certified Physician / ARNP / or Physician's Assistant documented on supplied form.

The medical **examination** shall include examination of the following components:
(1) Vital signs — namely, heart rate, respiration, blood pressure, and temperature
(2) Dermatological system
(3) Ears, eyes, nose, mouth, throat
(4) Cardiovascular system
(5) Respiratory system
(6) Gastrointestinal system
(7) Genitourinary system
(8) Endocrine and metabolic systems
(9) Musculoskeletal system
(10) Neurological system
(11) Audiometry.
(12) Vision Screening (Corrected AND Uncorrected Near AND Far Visual Acuity; Color Vision; Peripheral Vision; Depth Perception)
(13) Pulmonary function testing / Respiratory / Respirator Medical Form Completed
(14) Laboratory testing,
- CBC (hgb, hct, plate., WBC w/ diff.)
- Chemistry Profile - with LDH, SGOT/AST, SGPT/ALT, GGT, bilirubin, total chol., LDL-C, HDL-C, triglycerides, blood sugar.
- Hepatitis B Profile with Hepatitis B Surface Antibodies Titer Level
- Hepatitis C Screening (EIA)
- HIV Screening
- Routine Urinalysis
- Fitness for Duty Drug Testing

(15) Chest X-ray (PA and LAT) – with Radiologist Interpretation
(16) Electrocardiography, 12 lead EKG & Stress Test with Cardiologist Interpretation
(17) PPD – Mantoux (TB Testing) if no Hx of positive TB test previously. Members with a history of positive PPD should fill out a questionnaire.

PRICE FOR ALL SERVICES ABOVE: $456.50

OPTIONAL SERVICE TO BE CONDUCTED INDIVIDUALLY AND PRICED SEPARATELY

Tetanus Toxoid Injection if no immunization with 5 years.	$17.50
Hepatitis B Vaccine	$72.00
Hepatitis B Surface Antibodies Titer Level	$36.00
PPD and TB Screening Form	$10.50
Chest X-ray (PA and LAT) – with Radiologist Interpretation	$60.00
MRI – Spine with Interpretation	$ priced per provider used

If PPD is positive (conversion), the following steps should be taken:

a. Fill out questionnaire
b. Obtain chest x-ray
c. Evaluate for active disease
d. Evaluate for preventative therapy

If active disease is diagnosed, the member has to be removed from any duty until she/he has been determined to be noninfectious. This will occur when adequate therapy has been instituted, the cough has resolved, and 3 consecutive sputum smears for acid-fast bacillus (AFB) on different days are negative. $223.00

The medical records will be maintained as outlined in Florida Statutes. Upon receipt of the medical records, the records shall be maintained as required under Florida Statutes.

The results of any medical evaluation are considered to be confidential medical information, subject to customary patient-physician confidentiality restrictions. All medical record keeping shall comply with the requirements of 29 CFR 1910.20, "Medical Recordkeeping" and Florida Statutes. The specific written consent of the candidate or current member shall be required in order to release confidential medical information regarding this condition to the fire department. Prior to submission to the physical examination, the employee shall sign a medical release form authorizing the City to receive a copy of the medical report if necessary.

The physician shall inform the fire department fire chief or designee as to whether or not the candidate or current member is medically certified to perform as a member as follows:

Based on the results of the medical evaluation of [date], Jane Doe **is (or is NOT)** medically certified to engage in training and emergency operations for Riviera Beach Fire Rescue Fire Department.

RESOLUTION NO. 50-03

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF RIVIERA BEACH, PALM BEACH COUNTY, FLORIDA, ACCEPTING THE TERMS AND CONDITIONS OF THE FLORIDA EMERGENCY MEDICAL SEVICES COUNTY GRANT AWARD C2050 FOR THE FISCALYEAR 02-03, WITH PALM BEACH COUNTY BOARD OF COUNTY COMMISSIONERS, TO EXPAND AND/OR IMPROVE THE CITY'S EMERGENCY MEDICAL SERVICES DELIVERY; AUTHORIZING THE FINANCE DIRECTOR TO SET UP A BUDGET IN THE STATE EMS GRANT FUND (107) IN THE AMOUNT OF $23,761.30; TO PURCHASE TWENTY FOUR CPR MANIKINS IN THE AMOUNT OF $5,839.20, TWO LIFEPAK 500 AED TRAINERS IN THE AMOUNT OF $796.00, PAYMENT FROM ACCOUNT 107-0921-526-0-5206; PURCHASE ONE JAWS OF LIFE EXTRICATION SYSTEM IN THE AMOUNT OF $17,126.10, PAYMENT FROM ACCOUNT 107-0921-526-0-6405; AND PROVIDING AN EFFECTIVE DATE.

WHEREAS, The State of Florida Emergency Medical Services County Grant Program offers funding to expand and/or improve the delivery of Emergency Medical Services within the State of Florida; and

WHEREAS, Riviera Beach Fire Rescue Provides Emergency Medical Services within the City of Riviera Beach; and

WHEREAS, Riviera Beach Fire Rescue's members strive to maintain the highest quality standards, equipment and training.

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

Section 1: The City Council of the City of Riviera Beach, Palm Beach County, Florida does hereby accept the terms and conditions of the Florida Emergency Medical Services (EMS) County Grant Award C2050 for the year 2002-2003, its goals and objectives, with Palm Beach County Board of County Commissioners to expand and/or improve the City's pre-hospital Emergency Medical Services.

Section 2: City Council of the City Of Riviera Beach authorizes the Finance Director to set up a budget in Fund 107-00-337206, Palm Beach County EMS Grant 02-03, in the amount of twenty-three thousand seven hundred sixty-one dollars and thirty cents ($23,761.30) for payment for the EMS Grant items.

Section 3: The City Council of the City of Riviera Beach authorizes the Fire Department to purchase twenty-four CPR manikins in the amount of $5,839.20, two Lifepak 500 AED (Automated external defibrillator) trainers in the amount of $796.00 from budget account 107-0921-526-0-5206 and one jaws of life extrication system in the amount of $17,126.10, from budget account 107-0921-526-0-6405.

Section 4: This grant will not be used to supplant the City's existing budget allocation.

PASSED and APPROVED this 5th **day of** March**, 2003**

APPROVED:

MICHAEL D. BROWN
MAYOR

absent
DAVID G. SCHNYER
CHAIRPERSON

SYLVIA LEE BLUE
CHAIR PRO-TEM

(MUNICIPAL SEAL)

DONALD R. WILSON
COUNCILPERSON

absent
ELIZABETH "LIZ" WADE
COUNCILPERSON

ATTEST:

CARRIE E. WARD,
MASTER MUNICIPAL CLERK
CITY CLERK

EDWARD RODGERS
COUNCILPERSON

RESOLUTION NO. 50-03
PAGE 3

MOTIONED BY: D. Wilson

SECONDED BY: E. Rodgers

D. SCHNYER: absent

S. BLUE: aye

D. WILSON: aye

E. WADE: absent

E. RODGERS aye

REVIEWED AS TO LEGAL SUFFICIENCY

Pamela H. Ryan

PAMALA HANNA RYAN, CITY ATTORNEY

DATE: 2/21/03

RESOLUTION NO. 51-03

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF RIVIERA BEACH, PALM BEACH COUNTY, FLORIDA, AUTHORIZING FIRE RESCUE TO ESTABLISH A CPR FEE SCHEDULE AND COLLECT FUNDS TO ASSIST TO OFFSET THE COST OF CPR SUPPLIES AND MATERIALS; AUTHORIZING THE FINANCE DIRECTOR TO SET UP A BUDGET IN FUND NO. 001-00-346901; AUTHORIZING THE FINANCE DIRECTOR TO INCREASE THE BUDGET OF EXPENDITURE ACCOUNT NO. 001-0921-526-0-5206 IN THE AMOUNT OF $5,000.00; AND PROVIDING AN EFFECTIVE DATE.

WHEREAS, Riviera Beach Fire Rescue Provides Emergency Medical Services within the City of Riviera Beach; and

WHEREAS, Riviera Beach Fire Rescue Provides American Heart Association CPR training within the community; and

WHEREAS, Riviera Beach Fire Rescue's members strive to maintain the highest quality standards, equipment and training.

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

Section 1: Fire Rescue is authorized to establish and maintain a CPR fee schedule and to collect funds.

Section 2: The Finance Director is authorized to set up a budget in Fund 001-00-346901 for the collection of funds.

Section 3: The Finance Director is authorized to increase the budget in Fund 001-0921-526-0-5206 in the amount of $5,000.00 to offset the cost of CPR supplies and materials.

PASSED and APPROVED this 5th **day of** March**, 2003**

RESOLUTION NO. 51-03
PAGE 2

APPROVED:

MICHAEL D. BROWN
MAYOR

(MUNICIPAL SEAL)

ATTEST:

CARRIE E. WARD,
MASTER MUNICIPAL CLERK
CITY CLERK

absent
DAVID G. SCHNYER
CHAIRPERSON

SYLVIA LEE BLUE
CHAIR PRO-TEM

DONALD R. WILSON
COUNCILPERSON

absent
ELIZABETH "LIZ" WADE
COUNCILPERSON

EDWARD RODGERS
COUNCILPERSON

MOTIONED BY: D. Wilson

SECONDED BY: E. Rodgers

D. SCHNYER: absent

S. BLUE: aye

D. WILSON: aye

E. WADE: absent

E. RODGERS aye

REVIEWED AS TO LEGAL SUFFICIENCY

PAMALA HANNA RYAN, CITY ATTORNEY

DATE: 2/21/03

RESOLUTION NO. 52-03

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF RIVIERA BEACH, PALM BEACH COUNTY, FLORIDA, APPROVING AN AMENDMENT TO THE AGREEMENT BETWEEN THE CITY OF RIVIERA BEACH AND PALM BEACH COUNTY TO RECEIVE ADDITIONAL FUNDING IN THE AMOUNT OF $50,000 FOR THE WEST 26TH STREET PROJECT AND AUTHORIZING THE MAYOR AND CITY CLERK TO EXECUTE THE AMENDMENT.

WHEREAS, on December 3, 2002, the City of Riviera Beach entered into an agreement with Palm Beach County to receive funds in the amount of $212,000 to reconstruct West 26th Street between Avenue M and Old Dixie Highway; and

WHEREAS, an additional $50,000 is needed to implement the improvements identified under the West 26th Street project; and

WHEREAS, Palm Beach County desires to provide an additional $50,000 by amending the agreement between the City and County.

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

SECTION 1. The amendment to the agreement between the City of Riviera Beach and Palm Beach County is approved.

SECTION 2. The Mayor and City Clerk are authorized to execute the amendment.

SECTION 3. This resolution shall take effect immediately upon approval by the City Council.

RESOLUTION NO. 52-03
PAGE 2

APPROVED:

MICHAEL D. BROWN,
MAYOR

(MUNICIPAL SEAL)

ATTEST:

CARRIE E. WARD,
MASTER MUNICIPAL CLERK
CITY CLERK

absent
DAVID G. SCHNYER
CHAIRPERSON

SYLVIA LEE BLUE
CHAIR PRO-TEM

DONALD R. WILSON
COUNCILPERSON

absent
ELIZABETH "LIZ" WADE
COUNCILPERSON

EDWARD RODGERS
COUNCILPERSON

MOTIONED BY: D. Wilson

SECONDED BY: E. Rodgers

D. SCHNYER: absent
S. BLUE: aye
D. WILSON: aye
E. WADE: absent
E. RODGERS: aye

REVIEWED AS TO LEGAL SUFFICIENCY

PAMALA HANNA RYAN, CITY ATTORNEY
DATE: 2/26/03

MMcK/jjs
011603

RESOLUTION NO. 53-03

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF RIVIERA BEACH, PALM BEACH COUNTY, FLORIDA, AMENDING THE CONTRACT WITH CHARLES S. WHITESIDE, INC. BY ACCEPTING A PROPOSAL FOR INSTALLING TWO CONCRETE SPEED HUMPS ON WEST 25TH STREET BETWEEN AVENUE H AND AVENUE F AT A COST OF $8,800 AND AUTHORIZNG THE CITY MANAGER TO EXECUTE A CHANGE ORDER FOR SAME.

WHEREAS, on November 6, 2002, the City of Riviera Beach entered into an agreement with Charles S. Whiteside, Inc. for certain improvements to be made on West 25th Street between Avenue H and Avenue F; and

WHEREAS, the City desires to install two additional speed humps on West 25th Street in order to reduce speeding on this road as a part of the agreement with Whiteside; and

WHEREAS, Charles S. Whiteside, Inc., is willing to perform this work at a cost of $8,800.00.

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

SECTION 1. The proposal submitted by Charles S. Whiteside, Inc. for installing two speed humps is hereby accepted for $ 8,800, and thus the contract should be amended to reflect the change.

SECTION 2. The City Manager is authorized to execute a change order in the amount of $8,800, bringing the total project cost to $114,668.00.

SECTION 3. The Finance Director is authorized to make payment from account number 147-0716-5410-5302.

SECTION 4. This resolution shall take affect upon its approval by the City Council.

APPROVED:

MICHAEL D. BROWN,
MAYOR

(MUNICIPAL SEAL)

ATTEST:

CARRIE E. WARD,
MASTER MUNICIPAL CLERK
CITY CLERK

absent
DAVID G. SCHNYER
CHAIRPERSON

SYLVIA LEE BLUE
CHAIR PRO-TEM

DONALD R. WILSON
COUNCILPERSON

absent
ELIZABETH "LIZ" WADE
COUNCILPERSON

EDWARD RODGERS
COUNCILPERSON

MOTIONED BY: D. Wilson

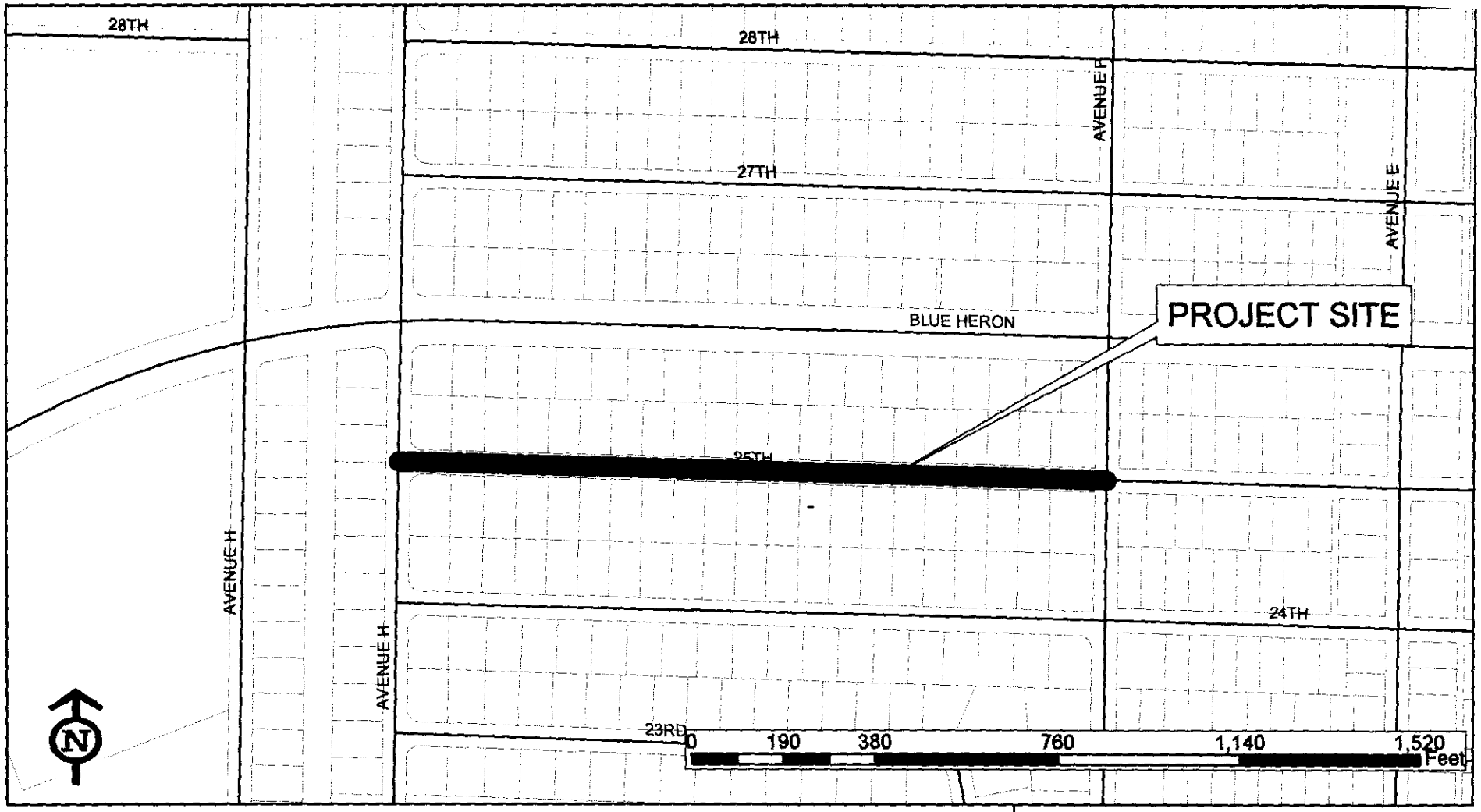
SECONDED BY: E. Rodgers

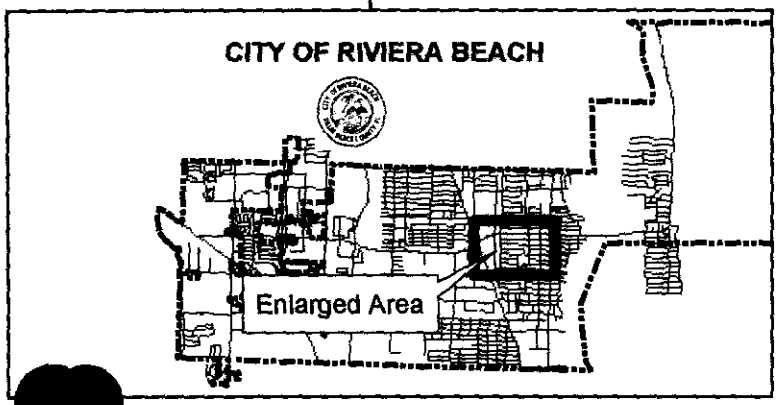
D. SCHNYER: absent
S. BLUE: aye
D. WILSON: aye
E. WADE: absent
E. RODGERS: aye

REVIEWED AS TO LEGAL SUFFICIENCY

PAMALA HANNA RYAN, CITY ATTORNEY
DATE: 2/26/03

MMcK/jjs
011603





LOCATION MAP
25th Street Project

Legend
- Parcel Boundary
- Street Center Line
- Municipal Boundary
- 25th_Street

Map Created on August 21, 2002
by the City of Riviera Beach Community Development Dept.

D:projects/engineering/25th street/location map_25th Street.mxd

RESOLUTION NO. 54-03

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF RIVIERA BEACH, PALM BEACH COUNTY, FLORIDA, AUTHORIZING THE SUBMITTAL OF AN APPLICATION FOR A TRANSPORTATION CONCURRENCY EXCEPTION AREA COMPREHENSIVE PLAN AMENDMENT TO PALM BEACH COUNTY AND PROVIDING AN EFFECTIVE DATE.

WHEREAS, Rule 9J5, Florida Administrative Code, establishes Transportation Concurrency Exception Areas (TCEA) for the purpose of providing flexible transportation options for development in redevelopment areas; and

WHEREAS, Chapter 163.318 (5), of the Florida Statutes provides that a local government may be granted an exception from the transportation concurrency requirements for a specifically designated area in the Comprehensive Plan for urban redevelopment or downtown revitalization; and

WHEREAS, the City's Comprehensive Plan, Transportation Element, Policy 1.1.3 states that the City shall consider designating the downtown CRA as a Transportation Concurrency Exception Area (TCEA) consistent with Rule 9J-5; and

WHEREAS, article 15 entitled "Traffic Performance Standards" of the Palm Beach County Land Development Code establishes the procedure to apply for a Transportation Concurrency Exception Area by amending the Palm Beach County Comprehensive Plan; and

WHEREAS, the City has identified the need to adopt a Transportation Concurrency Exception Area for the Community Redevelopment Area to allow the implementation of the 2001 Inlet Harbor Redevelopment Plan; and

WHEREAS, the City is desirous of improving transportation facilities in the City that would assist businesses with the opportunity to expand and increase their employment base.

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

Section 1. The City Council hereby authorizes the Mayor and City Clerk to submit an application to Palm Beach County to amend the Palm Beach County Comprehensive Plan to designate a Transportation Concurrency Exception Area for the Riviera Beach Community Redevelopment Area.

Section 2. This resolution shall take effect immediately upon its approval.

PASSED AND APPROVED this 5th **day of** March**, 2003**

APPROVED:

MICHAEL D. BROWN,
MAYOR

(MUNICIPAL SEAL)

absent
DAVID G. SCHNYER,
CHAIRPERSON

SYLVIA LEE BLUE,
CHAIR PRO-TEM

DONALD R. WILSON,
COUNCILPERSON

absent
ELIZABETH "LIZ" WADE,
COUNCILPERSON

ATTEST:

CARRIE E. WARD,
MASTER MUNICIPAL CLERK
CITY CLERK

EDWARD RODGERS,
COUNCILPERSON

MOTIONED BY: D. Wilson

SECONDED BY: E. Rodgers

D. SCHNYER: absent
S. BLUE: aye
D. WILSON: aye
E. WADE: absent
E. RODGERS: aye

REVIEWED AS TO LEGAL SUFFICENCY

PAMALA HANNA RYAN, CITY ATTORNEY

Date: 2/26/03

MMcK/kat
02.25.03

RESOLUTION NO. 55-03

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF RIVIERA BEACH, PALM BEACH COUNTY, FLORIDA, AUTHORIZING THE EMERGENCY PURCHASE OF 2000 LINEAR FEET OF MODULAR FENCING WITH GATES AND HARDWARE FROM NATIONAL CONSTRUCTION RENTALS FOR TEMPORARY FENCING FOR VARIOUS SPECIAL EVENTS; FOR PRICE NOT TO EXCEED $15,000.00; PAYMENT TO BE MADE FROM THE PUBLIC WORKS PROPERTY MAINTENANCE DIVISION ACCOUNT NO. 001-1128-5190-6405; AND PROVIDING AN EFFECTIVE DATE.

WHEREAS, the City sponsors several special events each year that require the budgeting for temporary fencing for public safety reasons; and

WHEREAS, the purchase, rather than rental of this temporary fencing, will be cost effective for the City; and

WHEREAS, National Construction Rentals provided the lowest responsive informal bid for the purchase of this temporary fencing.

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

SECTION 1. That the City Council authorizes staff to make an emergency purchase of 2000 linear feet of temporary fencing with gates and hardware from National Construction Rentals at a price not to exceed $15,000.

SECTION 2. That the City Council authorizes the Mayor and Finance Director to pay this amount from the Public Works Property Maintenance Division Account No. 001-1128-5190-6405.

SECTION 3. This Resolution shall take effect immediately upon its approval.

RESOLUTION NO. 55-03
PAGE 2

PASSED AND APPROVED this 5 day of March, 2003.

APPROVED:

MICHAEL D. BROWN,
MAYOR

(MUNICIPAL SEAL)

ATTEST

CARRIE E. WARD,
MASTER MUNICIPAL CLERK
CITY CLERK

absent
DAVID G. SCHNYER
CHAIRPERSON

SYLVIA LEE BLUE
CHAIR PRO-TEM

DONALD R. WILSON
COUNCILPERSON

absent
ELIZABETH "LIZ" WADE
COUNCILPERSON

EDWARD RODGERS
COUNCILPERSON

REVIEWED AS TO LEGAL SUFFICIENCY
PAMALA HANNA RYAN, CITY ATTORNEY
DATE: 2/26/03

RESOLUTION NO. 55-03
PAGE 3

MOTIONED BY: D. Wilson

SECONDED BY: E. Rodgers

D. SCHNYER	absent
S. BLUE	aye
D. WILSON	aye
E. WADE	absent
E. RODGERS	aye

DJ/mg/02-25-03