

RESOLUTION NO. 1-02 A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF RIVIERA BEACH, PALM BEACH COUNTY, FLORIDA, ACCEPTING THE POLICE DEPARTMENT'S RECOMMENDATION AND APPROVING THE ATTACHED MAINTENANCE SERVICE AGREEMENTS FOR THIS FISCAL YEAR 2001/2002, FROM MOTOROLA COMMUNICATIONS AND ELECTRONICS, INC., AT A TOTAL COST OF \$92,383.08; AUTHORIZING THE MAYOR AND CITY CLERK TO SIGN SAID AGREEMENT ON BEHALF OF THE CITY AND AUTHORIZING THE MAYOR AND FINANCE DIRECTOR TO MAKE PAYMENT FOR THESE AGREEMENTS FROM ACCOUNT NUMBERS 001-0817-521-0-4601 AND 124-0818-521-0-4601. (ITEM DELETED - JANUARY 2, 2002)

RESOLUTION NO. 2-02

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF RIVIERA BEACH, PALM BEACH COUNTY, FLORIDA, APPROVING AND AUTHORIZING THE MAYOR AND CITY CLERK TO EXECUTE THE PROPOSAL FROM R.C.T. ENGINEERING, INC. IN THE AMOUNT OF \$13,224.00 TO PROVIDE PROFESSIONAL ENGINEERING SERVICE FOR THE WATER TREATMENT PLANT TO PERFORM AND EVALUATE A STUDY OF ALTERNATIVES FOR IMPLEMENTING SAFETY MEASURES AND TO PROVIDE A CONCEPTUAL COST ESTIMATE FOR EACH ALTERNATIVE; AND AUTHORIZING THE MAYOR AND INTERIM FINANCE DIRECTOR TO PAY THIS AMOUNT FROM ACCOUNT NO. 401-1437-5330-3103.

**WHEREAS**, the Consulting Engineering Firm of R.C.T. Engineering, Inc. has prepared and submitted to the City of Riviera Beach a proposal for professional engineering services to perform and evaluate a study of alternatives for implementing safety measures at the Water Treatment Plant; and

**WHEREAS**, the primary purpose of this project is to evaluate the necessary alternative(s) for protecting the City's potable water supply;

**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 approve the proposal from R.C.T. Engineering, Inc. in the amount of \$13,224.00 to provide professional engineering to perform and evaluate a study of alternatives for implementing safety measures at the Water Treatment Plant.

**Section 2:** That the Mayor and Interim Finance Director are authorized to make payment for same under Account Number 401-1437-5330-3103 in the amount of \$13,224.00.

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

**PASSED AND ADOPTED** this 2nd day of January, 2002.

APPROVED:



MICHAEL D. BROWN,  
MAYOR



EDWARD RODGERS,  
CHAIRPERSON



DAVID G. SCHNYER  
CHAIR PRO-TEM

(MUNICIPAL SEAL)

ATTEST:



CARRIE E. WARD, CMC/AAE  
CITY CLERK



DONALD R. WILSON



SYLVIA LEE BLUE



ELIZABETH "LIZ" WADE  
COUNCIL MEMBERS

MOTIONED BY: \_\_\_\_\_

SECONDED BY: \_\_\_\_\_

E. RODGERS \_\_\_\_\_

D. SCHNYER \_\_\_\_\_

D. WILSON \_\_\_\_\_

S. BLUE \_\_\_\_\_

E. WADE \_\_\_\_\_

REVIEWED AS TO LEGAL SUFFICIENCY

  
CITY ATTORNEY  
CITY OF RIVIERA BEACH

DATE: 12/27/01

RESOLUTION NO. 3-02

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 \$100,000 TO DEVELOP THE FAMILY AQUATICS CENTER.

WHEREAS on November 3, 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, 2003; 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.

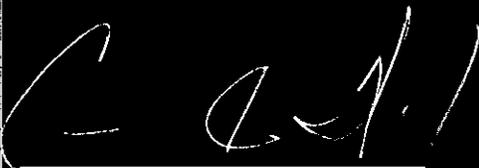
PASSED AND APPROVED this 2nd day of January, 2002.

APPROVED:

  
MICHAEL D. BROWN, MAYOR

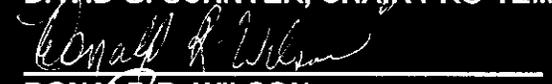
[ MUNICIPAL SEAL ]

ATTEST:

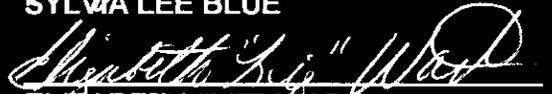
  
CARRIE E. WARD, CMC/AAE  
CITY CLERK

  
EDWARD RODGERS, CHAIRPERSON

  
DAVID G. SCHNYER, CHAIR PRO-TEM

  
DONALD R. WILSON

  
SYLVIA LEE BLUE

  
ELIZABETH "LIZ" WADE  
COUNCIL MEMBERS

MOTIONED BY: D. Wilson

SECONDED BY: S. Blue

E. RODGERS aye

D. SCHNYER aye

D. WILSON aye

S. BLUE aye

E. WADE aye

REVIEWED FOR LEGAL SUFFIENCY

  
Pamela H. Ryan  
CITY ATTORNEY  
CITY OF RIVIERA BEACH

DATE: 12/21/01

RESOLUTION NO. 4-02

**A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF RIVIERA BEACH, PALM BEACH COUNTY, FLORIDA, AUTHORIZING THE CITY MANAGER TO SUBMIT, ON BEHALF OF THE CITY OF RIVIERA BEACH, TWO APPLICATIONS TO PALM BEACH COUNTY FOR RECEIVING COMMUNITY DEVELOPMENT BLOCK GRANT FUNDS IN THE AMOUNT OF \$242,000 FOR FISCAL YEAR 2002-03.**

**WHEREAS**, Palm Beach County receives Community Development Block Grant Funds from the U.S. Department of Housing and Urban Development for the implementation and execution of certain activities and projects; and

**WHEREAS**, Palm Beach County is soliciting proposals for its community Development Block Grant Program for fiscal year 2002-03; and

**WHEREAS**, The City of Riviera Beach has entered into an interlocal agreement with Palm Beach County for implementation of community development projects; and

**WHEREAS**, The City of Riviera Beach has conducted a public meeting, obtained citizens input on community development projects and ranked those projects.

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

**SECTION 1.** That the City Council hereby approves the submission of the following projects to Palm Beach County for receiving Community Development Block Grant Funds for fiscal year 2002-03.

- 1- Northwest NSA Phase IV which includes reconstruction of West 26<sup>th</sup> Street from Old Dixie Highway to Avenue "M".
- 2- Application from Housing Services of Palm Beach County.

**SECTION 2.** That these projects are considered consistent with the City's Comprehensive Plan.

**SECTION 3.** That the City Manager is authorized to execute the applications.

**PASSED AND APPROVED** this 2nd day of January 2002.

**APPROVED:**

  
MICHAEL D. BROWN, MAYOR

  
EDWARD RODGERS, CHAIRPERSON

[MUNICIPAL SEAL]

  
DAVID SCHNYER, CHAIRPERSON PRO-TEM

  
SYLVIA LEE BLUE

**ATTEST:**  
  
CARRIE E. WARD, CMC/AE  
CITY CLERK

  
ELIZABETH WADE

  
DONALD R. WILSON

COUNCIL MEMBERS

**MOTIONED BY:** D. Wilson

**SECONDED BY:** D. Schnyer

**E. RODGERS** aye

**E. WADE** aye

**S. BLUE** aye

**D. SCHNYER** aye

**D. WILSON** aye

REVIEWED FOR LEGAL SUFFICIENCY

  
CITY ATTORNEY

DATE: 12/21/01



Community Development Block Grant  
 West 26th Street from Avenue "M" to Old Dixie Highway

RESOLUTION NO. 5-02

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF RIVIERA BEACH, PALM BEACH COUNTY, FLORIDA, AUTHORIZING THE FINANCE DIRECTOR TO MAKE PAYMENTS FROM ACCOUNT NO. 602-0539-5130-3101 IN THE AMOUNT OF \$468,933 TO ARTHUR J. GALLAGHER & CO. FOR PLACEMENT OF THE CITY'S PUBLIC OFFICIALS EMPLOYMENT PRACTICES LIABILITY COVERAGES WITH LEXINGTON INSURANCE COMPANY.

**WHEREAS**, the City is in need of its Public Officials and Employment Liability coverage; and

**WHEREAS**, Arthur J. Gallagher & Co. has negotiated placement of coverage with Lexington Insurance Company which provides the costs and services which best serves the City of Riviera Beach at a fixed cost of \$468,933.

**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 make payment from Account No. 602-0539-513-0-3101 in the amount of \$468,933 to Arthur J. Gallagher & Co.

**SECTION 2.** This Resolution shall take effect upon its passage and adoption.

**PASSED AND ADOPTED this 2nd day of January, 2002.**

APPROVED:



MICHAEL D. BROWN  
MAYOR



EDWARD RODGERS  
CHAIRPERSON

(MUNICIPAL SEAL)



DAVID G. SCHNYER  
CHAIRPERSON PRO TEM

ATTEST



DONALD R. WILSON



SYLVIA LEE BLUE



CARRIE E. WARD, CMC/AAE  
CITY CLERK



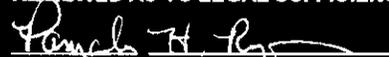
ELIZABETH "LIZ" WADE  
COUNCIL MEMBERS

MOTIONED BY: S. Blue

SECONDED BY: D. Wilson

E. RODGERS	<u>aye</u>
D. SCHNYER	<u>aye</u>
D. WILSON	<u>aye</u>
S. BLUE	<u>aye</u>
E. WADE	<u>aye</u>

REVIEWED AS TO LEGAL SUFFICIENCY

  
CITY ATTORNEY  
CITY OF RIVIERA BEACH

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF RIVIERA BEACH, PALM BEACH COUNTY, FLORIDA, AUTHORIZING STAFF TO PURCHASE (1) MOSLER LIFEGUARD TOWER FROM MOSLER AUTOMOTIVE IN THE AMOUNT OF \$26,350.00 FOR THE REPLACEMENT OF A LIFEGUARD TOWER LOCATED ON THE MUNICIPAL BEACH; AND AUTHORIZING THE MAYOR AND FINANCE DIRECTOR TO PAY THIS AMOUNT FROM ACCOUNT NO. 305-1233-572-0-4602; AND PROVIDE AN EFFECTIVE DATE.

**WHEREAS**, the Municipal Beach Lifeguard Tower is in need of replacing; and

**WHEREAS**, the Mosler Automotive is the sole manufacturer of this type of tower in the state of Florida; and

**WHEREAS**, the City Council approved funding for a new tower 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 City Council authorizes staff to purchase one (1) Mosler Lifeguard Tower in the amount of \$26,350.00 from Mosler Automotive, the sole manufacturer of the tower in the state of Florida.

**Section 2:** That City Council authorizes the Mayor and Finance Director to pay this amount from Account Number 305-1233-572-0-4602.

**Section 3:** This Resolution Shall take effect immediately upon its approval.

**PASSED and APPROVED** this 16th day of January, 2002.

**APPROVED:**

  
MICHAEL D. BROWN, MAYOR

  
EDWARD RODGERS, CHAIRPERSON  
  
DAVID G. SCHNYER  
CHAIRPERSON PRO-TEM

ATTEST:

[MUNICIPAL SEAL]



CARRIE E. WARD, CMC/AE  
CITY CLERK



DONALD R. WILSON



SYLVIA LEE BLUE



ELIZABETH "LIZ" WADE  
Council Members

MOTIONED BY: Wade

SECONDED BY: Schnyer

E. RODGERS aye

D. SCHNYER aye

D. WILSON aye

S. BLUE aye

E. WADE aye

REVIEWED AS TO LEGAL SUFFICIENCY



CITY ATTORNEY  
CITY OF RIVIERA BEACH

DATE: 1/9/02

RESOLUTION NO. 7-02

**A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF RIVIERA BEACH, PALM BEACH COUNTY, FLORIDA, ACCEPTING THE PROPOSAL SUBMITTED BY PAVE-TECH INC. FOR WIDENING OF PAVEMENT ON LEO LANE AT A COST OF \$25,336.42, AUTHORIZING THE MAYOR TO ACCEPT AND EXECUTE THE PROPOSAL AND FURTHER AUTHORIZING THE FINANCE DIRECTOR TO MAKE PAYMENT FOR SAME FROM ACCOUNT NO. 143-0714-5410-6301.**

**WHEREAS**, the intersection of Military Trail and Leo Lane has experienced a significant increase in traffic due to recent developments on Leo Lane; and

**WHEREAS**, Palm Beach County has required widening of pavement on Leo Lane to provide for a dedicated left turn lane onto Military Lane; and

**WHEREAS**, the City of Riviera Beach solicited three contractors to submit proposals for widening of pavement on Leo Lane.

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

**SECTION 1.** The proposal submitted by Pave-Tech inc. is hereby accepted for \$25,336.42.

**SECTION 2.** The Mayor is authorized to accept and execute the proposal.

**SECTION 3.** The Finance Director is authorized to make payment of \$25,336.42 from account number 143-0714-5410-6301; said amount to be reimbursed by Florida Department of Transportation (FDOT).

**SECTION 4.** This resolution shall take affect upon its approval by the City Council.

Resolution No. 7-02

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PASSED AND APPROVED this 16th day of January, 2002

APPROVED:

  
MICHAEL D. BROWN, MAYOR

EDWARD RODGERS, CHAIRPERSON

  
DAVID SCHNYER, CHAIR PRO-TEM

{MUNICIPAL SEAL}

  
DONALD R. WILSON

  
SYLVIA LEE BLUE

ATTEST:

  
CARRIE E. WARD, CMC/AE  
CITY CLERK

  
ELIZABETH "LIZ" WADE  
COUNCIL MEMBERS

Motioned By E. Wade

Seconded By D. Schnyer

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

Reviewed as to Legal Sufficiency

  
City Attorney

City of Riviera Beach

Date: 1/9/02

/ljs

RESOLUTION NO. 8-02

**A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF RIVIERA BEACH, PALM BEACH COUNTY, FLORIDA, AUTHORIZING THE ENGINEERING FIRM OF KEITH AND SCHNARS, P.A. TO PREPARE ADMINISTRATION AND INSPECTION SERVICES FOR INSTALLATION OF A TRAFFIC SIGNAL ON MILITARY TRAIL AT LEO LANE AT A COST NOT TO EXCEED \$10,000 AND AUTHORIZING THE FINANCE DIRECTOR TO MAKE PAYMENT FROM ACCOUNT NUMBER 143-0714-5410-6301.**

**WHEREAS**, the Florida Department of Transportation (FDOT) has approved and funded installation of a traffic signal on Military at Leo Lane; and

**WHEREAS**, certain field inspections must be made during installation of the signal to ensure compliance with the plans and specifications.

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

**SECTION 1.** The firm of Keith and Schnars, P. A. is authorized to provide administration and inspection during installation of a traffic signal on Military Trail at Leo Lane.

**SECTION 2.** The Finance Director is authorized to make payment from account number 143-0714-5410-6301 in the amount not to exceed \$10,000.00; said amount to be reimbursed by Florida Department of Transportation (FDOT).

**SECTION 3.** This resolution shall take effect upon its passage.

Resolution No. 8-02

Page -2-

PASSED AND APPROVED this 16th day of January, 2002

APPROVED:

M. D. Brown

MICHAEL D. BROWN, MAYOR

Edward Rodgers

EDWARD RODGERS, CHAIRPERSON

David Schnyer

DAVID SCHNYER, CHAIR PRO-TEM

{MUNICIPAL SEAL}

Donald R. Wilson

DONALD R. WILSON

Sylvia Lee Blue

SYLVIA LEE BLUE

ATTEST:

C. E. Ward

CARRIE E. WARD, CMC/AEE  
CITY CLERK

Elizabeth "Liz" Wade

ELIZABETH "LIZ" WADE  
COUNCIL MEMBERS

Motioned By E. Wade

Seconded By D. Schnyer

E. Rodgers aye

D. Schnyer aye

D. Wilson aye

S. Blue aye

L. Wade aye

Reviewed as to Legal Sufficiency

Pamela H. Py

City Attorney

City of Riviera Beach

Date: 1/9/02

/ljs

RESOLUTION NO. 9-02

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF RIVIERA BEACH, PALM BEACH COUNTY, FLORIDA, AUTHORIZING THE CITY MANAGER THROUGH THE CIVIL DRUG COURT TO APPLY FOR FUNDING THROUGH THE DRUG CONTROL & SYSTEM IMPROVEMENT FORMULA GRANT PROGRAM (BYRNE GRANT) IN THE AMOUNT OF \$119,479.03 FROM THE BOARD OF COUNTY COMMISSIONERS (BCC) AND THE CRIMINAL JUSTICE COMMISSION ACTING AS THE SUBSTANCE ABUSE ADVISORY BOARD FOR FY 2001-2002 TO PROVIDE FOR: DRUG COURT MANAGEMENT, CONTINUED EDUCATION, JOB TRAINING, JOB PLACEMENT, MEDICAL REFERRALS, INDIVIDUAL AND GROUP COUNSELING AFTER SUCCESSFUL COMPLETION OF COURT ORDERED TREATMENT AND AUTHORIZING THE CITY COUNCIL TO PROVIDE A 25% MATCH; AND PROVIDING AN EFFECTIVE DATE.

**WHEREAS**, the city council supports the civil drug court program; and

**WHEREAS**, the city council has demonstrated its support of civil drug court program through funding the departmental programs; and

**WHEREAS**, the civil drug court was established to provide court ordered rehabilitation and substance abuse intervention; and

**WHEREAS**, grant funding is available through the palm beach county board of county commissioners (bcc) and the criminal justice commission acting as the substance abuse advisory board; and

**WHEREAS**, the Riviera Beach civil drug court is willing and capable of facilitating the programs that will be 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 city council authorizes the civil drug court to apply for funding through the drug control & system improvement formula grant (Byrne grant) in the amount of \$119,479.03, 25% of which will have to be matched by the city.

**SECTION 2:** the resolution shall take effect upon its approval and passage by the city council.

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PASSED AND APPROVED THIS 16th day of January, 2002.

APPROVED:

*Michael D. Brown*  
MICHAEL D. BROWN, MAYOR

(MUNICIPAL SEAL)

*Edward Rodgers*  
EDWARD RODGERS, CHAIRPERSON

*David G. Schnyer*  
DAVID G. SCHNYER, PRO-TEM

*Donald R. Wilson*  
DONALD R. WILSON

*Sylvia Lee Blue*  
SYLVIA LEE BLUE

ATTEST:  
*Carrie E. Ward*  
CARRIE E. WARD, CMC/AE  
CITY CLERK

*Elizabeth K. Wade*  
ELIZABETH K. WADE  
COUNCIL MEMBERS

MOTIONED BY: E. Wade

SECONDED BY: D. Schnyer

E. RODGERS aye

D. SCHNYER aye

D. WILSON aye

S. BLUE aye

E. WADE aye

REVIEWED AS TO LEGAL SUFFICIENCY

*Panel H. Ly*  
CITY ATTORNEY  
CITY OF RIVIERA BEACH

DATE: 1/9/02

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF RIVIERA BEACH, PALM BEACH COUNTY, FLORIDA, REQUESTING AUTHORIZATION TO CO-SPONSOR FESTIVITIES OF THE ANCIENT EGYPTIAN ARABIC ORDER NOBLES OF THE MYSTIC SHRINE, PRINCE HALL AFFILIATED, INCORPORATED DESERT OF FLORIDA FOR THEIR STATE CONVENTION; AND AUTHORIZING TO TRANSFER FUNDS FROM GENERAL FUND CONTINGENCY ACCOUNT NUMBER 001-0203-519-0-5999 IN THE AMOUNT OF \$7,000.00, PROVIDING AN EFFECTIVE DATE.

**WHEREAS**, Riviera Beach will serve as the host city of the Ancient Egyptian Arabic Egyptian Order Nobles of the Mystic Shrine, Prince Hall Affiliated, Inc. Desert of Florida.

**WHEREAS**, In order to be host city and co-sponsor, a total of \$7,000.00 is needed for this event.

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

**SECTION 1:** The City Council authorizes the co-sponsorship of this event that will be held Thursday, June 13, 2002 through Sunday, June 16, 2002.

**SECTION 2:** That the Finance Director is hereby authorized to transfer funds as follows:

**Transfer from:**

<b>GENERAL FUND CONTINGENCY</b>	<b>001-0203-5190-5999</b>	<b>\$7,000</b>
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**Transfer to:**

<b>GENERAL ADMINISTRATION SPECIAL EVENTS</b>	<b>001-0203-5190-5507</b>	<b>\$3,500</b>
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<b>POLICE DEPARTMENT OVERTIME</b>	<b>001-0817-5210-1203</b>	<b>\$2,310</b>
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<b>PUBLIC WORKS OVERTIME</b>	<b>001-1123-5240-1203</b>	<b>\$890</b>
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<b>PARKS &amp; RECREATION OVERTIME</b>	<b>001-1234-5720-1203</b>	<b>\$300</b>
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RESOLUTION # 10-02  
PAGE 2

SECTION 3: This resolution shall take effect upon its passage and approval by the city council.

PASSED and APPROVED this 16th day of January, 2002.

APPROVED:

  
MICHAEL D. BROWN, MAYOR

  
EDWARD RODGERS, CHAIRPERSON

ATTEST:

  
DAVID G. SCHNYER  
CHAIRPERSON PRO-TEM

[MUNICIPAL SEAL]

  
CARRIE E. WARD, CMC/AE  
CITY CLERK

  
DONALD R. WILSON

  
SYLVIA LEE BLUE

  
ELIZABETH "LIZ" WADE  
COUNCILMEMBERS

MOTIONED BY: E. Wade

SECONDED BY: S. Blue

E. RODGERS aye

D. SCHNYER aye

D. WILSON aye

S. BLUE aye

E. WADE aye

REVIEWED AS TO LEGAL SUFFICIENCY

  
PAMELA H. RYAN  
CITY ATTORNEY  
CITY OF RIVIERA BEACH

DATE: 1/9/02

RESOLUTION NO. 11-02

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF RIVIERA BEACH, PALM BEACH COUNTY, FLORIDA, AUTHORIZING THE MAYOR AND CITY CLERK TO RELEASE CODE ENFORCEMENT LIEN ON PROPERTY LOCATED AT 2425 BEACH COURT, PALM BEACH SHORES SUBD., BLK 0, LT 420, RIVIERA BEACH FOR VIOLATIONS THAT ARE IN COMPLIANCE FOR THE AMOUNT OF \$20,000.00; AUTHORIZING THE MAYOR AND CITY CLERK TO ISSUE A RELEASE OF LIEN ON SAID PROPERTY; AND PROVIDING AN EFFECTIVE DATE.

**WHEREAS**, property located at 2425 Beach Court, Palm Beach Shores Subd, Blk 0, Lt. 420, was found to be in violation of the City's Code of Ordinances, pursuant to Case No.'s, CEB 92-204, CEB 95-005, and CEB 96-064; and

**WHEREAS**, liens were filed against the property by the City of Riviera Beach on February 10, 1995, and May 30, 1995, and February 25, 1997, for non-compliance with the Code Enforcement Board's order; and

**WHEREAS**, CEB 92-204, CEB 95-005 AND CEB 96-064 are complied; and

**WHEREAS**, the property located at 2425 Beach Court is owned by Johnny Now; and

**WHEREAS**, Mr. Now has offered to settle the outstanding liens for \$20,000.00; 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.

Page -2-  
Resolution No.

**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 \$20,000.00 as consideration for the release of liens hereby granted on the subject property.

**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.

Page -3-  
Resolution No.

PASSED AND ADOPTED this \_\_\_\_\_ day of \_\_\_\_\_, 2002.

APPROVED:

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

{MUNICIPAL SEAL}

ATTEST:

\_\_\_\_\_  
CARRIE E. WARD, CMC/AE  
CITY CLERK

Motioned By:  
Seconded By:

E. Rodgers \_\_\_\_\_  
D. Schnyer \_\_\_\_\_  
D. Wilson \_\_\_\_\_  
S. Blue \_\_\_\_\_  
E. Wade \_\_\_\_\_

\_\_\_\_\_  
EDWARD RODERS, CHAIRPERSON  
*RODGERS,*

\_\_\_\_\_  
DAVID G. SCHNYER, CHAIRPRO-TEM

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

\_\_\_\_\_  
SYLVIA LEE BLUE

\_\_\_\_\_  
ELIZABETH "LIZ" WADE  
COUNCIL MEMBERS

Reviewed as to Legal Sufficiency

\_\_\_\_\_  
City Attorney  
City of Riviera Beach

Date: \_\_\_\_\_

RESOLUTION NO. 12-02

**A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF RIVIERA BEACH, PALM BEACH COUNTY, FLORIDA, AUTHORIZING THE CITY MANAGER TO CONDUCT THE SECOND ANNUAL RIVIERA BEACH JAZZ AND BLUES FESTIVAL ON THE MUNICIPAL BEACH, MARCH 29 AND MARCH 30, 2002 ON SINGER ISLAND; ALSO AUTHORIZING THE FINANCE DIRECTOR TO ESTABLISH A BUDGET IN THE AMOUNT OF \$112,000.00 .**

**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 Second Annual 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 \$112,000.00.

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

**SECTION 1.** That the City Manager is authorized to conduct the Second Annual Riviera Beach Jazz and Blues Festival on the Municipal Beach, Singer Island.

**SECTION 2.** That the Finance Director is authorized to establish a budget in the amount of \$112,000.00 as follows:

RESOLUTION NO. 12-02  
PAGE TWO

**Revenue:**

135-00-347401 Ticket Sales =	\$30,000
135-00-347403 Parking Fees =	\$ 3,000
135-00-347404 Vendor Booth Sales =	\$ 4,000
135-00-347405 Sponsorships =	\$75,000

**Expenditures:**

135-0202-572-0-3409 Professional Service Entertainment =	\$55,000
135-0202-572-0-3410 Professional Service Event Salaries =	\$ 5,000
135-0202-572-0-3411 Professional Service Security =	\$ 1,000
135-0202-572-0-4405 Stage, Sound, Light Support =	\$20,000
135-0202-572-0-4904 Advertising / Marketing =	\$20,000
135-0202-572-0-5201 Operating Supplies General =	\$11,000

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

**PASSED AND APPROVED** this 16th day of January, 2002.

APPROVED:

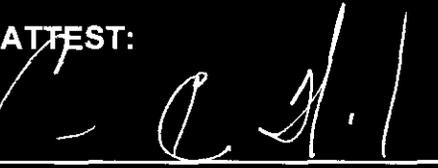
  
MICHAEL D. BROWN, MAYOR

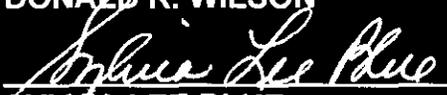
[MUNICIPAL SEAL]

  
EDWARD RODGERS, CHAIRPERSON

  
DAVID G. SCHNYER,  
CHAIR PRO-TEM

  
DONALD R. WILSON

ATTEST:  
  
CARRIE E. WARD, CMC/AE  
CITY CLERK

  
SYLVIA LEE BLUE

  
ELIZABETH "LIZ" WADE  
COUNCIL MEMBERS

MOTIONED BY: D. Schnyer

SECONDED BY: D. Wilson

E. RODGERS aye

D. SCHNYER aye

D. WILSON aye

S. BLUE aye

E. WADE aye

REVIEWED AS TO LEGAL  
SUFFICIENCY

  
CITY ATTORNEY  
CITY OF RIVIERA BEACH

Date 1/14/02

RESOLUTION NO. 13-02

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF RIVIERA BEACH, PALM BEACH COUNTY, FLORIDA, REQUESTING PAYMENT IN THE AMOUNTS OF \$195,000.00 FOR ATTORNEY FEES AND \$5,646.93 IN COSTS FOR PROFESSIONAL LEGAL SERVICES PERFORMED IN THE MATTER ON AN UNFAIR LABOR PRACTICE CASE BEFORE THE PUBLIC EMPLOYEES RELATIONS COMMISSION(PERC); SAID FUNDS ARE TO BE DISTRIBUTED AS OUTLINED IN THE FINAL ORDER; AND AUTHORIZING THE MAYOR AND INTERIM FINANCE DIRECTOR TO MAKE PAYMENT FOR SAME UNDER ACCOUNT NO. 001-0512-5190-3101.

**WHEREAS**, Palm Beach County and Florida Police Benevolent Association, Inc. performed professional legal services on behalf of the Police Benevolent Association in the PERC matter involving employees Blasé Pfefferkorn, Paul Peterson and former employee Michael Gilles; and

**WHEREAS**, the City received the Final Order accepting the Settlement Agreement in the PERC matter.

**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 Interim Finance Director are authorized to make payment to the Police Benevolent Association as outlined in the attached Final Order in the total amount of \$200,646.93 from Account # 001-0512-5190-3101.

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

RESOLUTION NO. 13-02  
PAGE -2-

PASSED AND APPROVED this 16th day of January 2002.

APPROVED:

  
MICHAEL D. BROWN  
MAYOR

  
EDWARD RODGERS, CHAIRPERSON

  
DAVID G. SCHNYER, CHAIR PRO-TEM

ATTEST:

  
DONALD R. WILSON

  
SYLVIA LEE BLUE

  
CARRIE E. WARD, CMC/AE  
CITY CLERK

  
ELIZABETH "LIZ" WADE  
COUNCIL MEMBERS

MOTIONED BY: S. Blue

SECONDED BY: D. Wilson

E. RODGERS aye

D. SCHNYER out

D. WILSON aye

S. BLUE aye

E. WADE aye

REVIEWED AS TO LEGAL SUFFICIENCY

  
CITY ATTORNEY  
CITY OF RIVIERA BEACH

DATE: 1/16/02

**RESOLUTION NO. 14-02**

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF RIVIERA BEACH, PALM BEACH COUNTY, FLORIDA, REQUESTING PAYMENT TO THE MCGUIRE WOODS, LLP, 1170 PEACHTREE STREET, N. E. SUITE 2100, ATLANTA, GA 30309 IN THE AMOUNT OF \$14,522.60 FOR PROFESSIONAL LEGAL SERVICES PERFORMED IN THE MATTER OF BLASE PFEFFERKORN, PAUL PETERSON AND FORMER EMPLOYEE MICHAEL GILLES; AND AUTHORIZING THE MAYOR AND INTERIM FINANCE DIRECTOR TO MAKE PAYMENT FOR SAME UNDER ACCOUNT NO. 001-0512-5190-3101.

**WHEREAS**, McGuire Woods, LLP performed professional legal services for the City of Riviera Beach; and

**WHEREAS**, McGuire Woods, LLP submitted invoices in the amount of \$14,522.60 for performing professional legal services in the arbitration of employees, Blasé Pfefferkorn, Paul Peterson and former employee Michael Gilles.

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

**SECTION 1.** The Mayor and Interim Finance Director are authorized to make the payment in the amount of \$14,522.60 from Account #001-0512-5190-3101.

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

PASSED AND ADOPTED this 6th day of February 2002.

APPROVED:

  
\_\_\_\_\_  
MICHAEL D. BROWN, MAYOR  
  
(MUNICIPAL SEAL)

  
\_\_\_\_\_  
EDWARD RODGERS, CHAIRPERSON

  
\_\_\_\_\_  
DAVID G. SCHNYER, CHAIR PRO-TEM

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

ATTEST:  
  
\_\_\_\_\_  
CARRIE E. WARD, CMC/AE  
CITY CLERK

  
\_\_\_\_\_  
SYLVIA LEE BLUE

  
\_\_\_\_\_  
ELIZABETH "LIZ" WADE  
COUNCIL MEMBERS

MOTIONED BY: D. Wilson

SECONDED BY: S. Blue

E. RODGERS aye

D. SCHNYER aye

D. WILSON aye

S. BLUE aye

E. WADE aye

REVIEWED AS TO LEGAL SUFFICIENCY

  
\_\_\_\_\_  
CITY ATTORNEY  
CITY OF RIVIERA BEACH

DATE: 1/25/02

**RESOLUTION NO.** 15-02

**A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF RIVIERA BEACH, PALM BEACH COUNTY, FLORIDA, AUTHORIZING THE PURCHASE OF NINETEEN (19) 2002 FORD VEHICLES FROM THE FOLLOWING APPROVED CONTRACT VENDORS GUS MACHADO, HIALEAH \$173,840.08; DUVAL FORD, JACKSONVILLE \$192,830; DON REID FORD, MAITLAND \$62,050; AND WORLD FORD, PEMBROKE PINES \$22,290; AT A TOTAL COST OF \$451,010.08 UNDER THE FLORIDA SHERIFFS ASSOCIATION & FLORIDA ASSOCIATION OF COUNTIES BID AWARD NO. 01-09-0904 AND AUTHORIZING THE MAYOR AND FINANCE DIRECTOR TO MAKE PAYMENT FOR SAME.**

**WHEREAS**, the City Council approved funding for the purchase of vehicles for various departments during FY 2001-02; and

**WHEREAS**, Gus Machado, Hialeah; Duval Ford, Jacksonville; Don Reid Ford, Maitland; and World Ford, Pembroke Pines; Florida was awarded the contract under the Florida Sheriffs Association & Florida Association of Counties Bid award no. 09-09-0904 for various types of Ford 2002 vehicles.

**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 of the City of Riviera Beach hereby authorizes the purchase of nineteen (19) 2002 Ford vehicles from Gus Machado, Hialeah \$173,840.08; Duval Ford, Jacksonville \$192,830; Don Reid Ford, Maitland \$62,050; and World Word, Pembroke Pines \$22,290; , in the amount of \$451,010.08. Said purchase to be made under the Florida Sheriffs Association & Florida Association of Counties Bid Award No. 01-09-0904.

**SECTION 2:** That the City Council of the City of Riviera Beach authorizes the Mayor and Finance Director to make payment for same to Duval Ford from account number 305-6401, 305-6402, 401-6402, and 402-6402.

**PASSED AND ADOPTED this** 6th **day of** February **2002.**

APPROVED:

  
MICHAEL D. BROWN  
MAYOR

  
EDWARD RODGERS  
CHAIRPERSON

(MUNICIPAL SEAL)

  
DAVID G. SCHNYER  
CHAIR PRO-TEM

  
DONALD R. WILSON

  
SYLVIA LEE BLUE

ATTEST:

  
CARRIE E. WARD, CMC/AE  
CITY CLERK

  
ELIZABETH "LIZ" WADE  
COUNCILMEMBERS

MOTIONED BY: D. Wilson

SECONDED BY: S. Blue

E. RODGERS aye

D. SCHNYER aye

D. WILSON aye

S. BLUE aye

E. WADE aye

REVIEWED AS TO LEGAL  
SUFFICIENCY

  
PAMELA H. POY  
CITY ATTORNEY  
CITY OF RIVIERA BEACH

Date 1/25/02

RESOLUTION NO. 16-02

**A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF RIVIERA BEACH, PALM BEACH COUNTY, FLORIDA, AUTHORIZING THE MAYOR AND CITY CLERK TO RELEASE CODE ENFORCEMENT LIEN ON PROPERTY LOCATED AT 7280 NORTH MILITARY TRAIL, MORE PARTICULARLY DESCRIBED AS 25-42-42, SLY 190 FT OF WLY 190 FT ON N ½ OF SE ¼ LYG N OF BLUE HERON BLVD AND E OF MILITARY TRAIL, RIVIERA BEACH, FOR VIOLATIONS THAT ARE IN COMPLIANCE FOR THE AMOUNT OF \$2,750.00; AUTHORIZING THE MAYOR AND CITY CLERK TO ISSUE A RELEASE OF LIEN ON SAID PROPERTY AND SETTLE ALL OUTSTANDING CASES FILED IN THE CIRCUIT COURT; AND PROVIDING AN EFFECTIVE DATE.**

**WHEREAS**, property located at 7280 North Military Trail, 25-42-42, SLY 190 ft of WLY 190 ft of N ½ OF SE ¼ LYG N of Blue Heron Blvd & E of Military Trail, was found to be in violation of the City's Code of Ordinances on May 26 1992, pursuant to Case No. CEB 92-209 dated July 13, 1992; and

**WHEREAS**, a lien was filed against the property by the City of Riviera Beach for non-compliance with the Code Enforcement Board's order; and

**WHEREAS**, Case No. CEB 92-209 has been complied with; and

**WHEREAS**, the property located at 7280 North Military Trail is owned by Sefran, Inc.; and

**WHEREAS**, Sefran, Inc. has offered to settle the outstanding liens for \$2,750.00; 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 lien on the subject property.

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

**SECTION ONE.** The above recitals are true and are hereby incorporated into this resolution.

**SECTION TWO.** The City Council hereby accepts the sum of \$2,750.00 as consideration for the release of lien hereby granted on the subject property, so long as Sefran, Inc. agrees to dismiss its case against the City, Case No. 01-12 945.

**SECTION THREE.** The Mayor and City Clerk are authorized to execute a release of lien on the subject property upon payment in full of the aforementioned amount and the City agrees to accept payment of the aforementioned amount as settlement of the City's interest in State of Florida Department of Transportation, v. Sefran, Case No. CL00-10024 A1.

**SECTION FOUR.** This resolution shall take effect immediately upon its passage and approval.

**PASSED and APPROVED** this 6th day of February, 2002.

\*Signatures on Page -2-

APPROVED:

*Michael D. Brown*

MICHAEL D. BROWN  
MAYOR

*Edward Rodgers*

EDWARD RODGERS  
CHAIRPERSON

*David G. Schnyer*

DAVID G. SCHNYER  
CHAIRPERSON PRO TEM

(MUNICIPAL SEAL)

*Donald R. Wilson*

DONALD R. WILSON

ATTEST:

*Carrie E. Ward*

CARRIE E. WARD, CMC/AAE  
CITY CLERK

*Sylvia Lee Blue*

SYLVIA LEE BLUE

*Elizabeth "Liz" Wade*

ELIZABETH "LIZ" WADE  
COUNCIL MEMBERS

MOTIONED BY:  
SECONDED BY:

D. Wilson

S. Blue

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

aye  
aye  
aye  
aye  
aye

REVIEWED FOR LEGAL SUFFICIENCY

By: *Pamela H. Py*  
City Attorney  
City of Riviera Beach  
Date: 1/30/02

RESOLUTION NO. 17-02

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF RIVIERA BEACH, PALM BEACH COUNTY, FLORIDA ACCEPTING FUNDS IN THE AMOUNT OF \$19,200.00 FROM THE FLORIDA DEPARTMENT OF JUVENILE JUSTICE UNDER THE JUVENILE ACCOUNTABILITY INCENTIVE BLOCK GRANT PROGRAM AND AUTHORIZING THE FINANCE DIRECTOR TO SET UP A BUDGET FOR SAME.

WHEREAS, the Florida Department of Juvenile Justice established the Juvenile Accountability Incentive Grant (JAIG) Program; and

WHEREAS, the grant program will fund requests for contractual staff, equipment, supplies, travel, per diem, training and technical assistance for Neighborhood Accountability Board implementation activities; and

WHEREAS, the City of Riviera Beach has applied for a grant to provide contractual staff, equipment, supplies, travel, per diem, training and technical assistance for Neighborhood Accountability Board implementation activities; and

WHEREAS, the City has been awarded grant funds in the amount of \$19,200.

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 staff is authorized to accept grant funds in the amount of \$19,200 from the Florida Department of Juvenile Justice, JAIG Program.

SECTION 2. That the Finance Director is also authorized to set up a budget for the grant program as follows:

<u>Revenue</u>		
111-00-334903	JAIG Program	\$19,200
<u>Expenditures</u>		
111-0817-5190-3404	Contractual/Consultants	\$11,700
111-0817-5190-6404	Equipment	\$ 4,000
111-0817-5190-4001	Travel	\$ 1,500
111-0817-5190-5201	Operational Supplies – General	\$ 2,000
<b>TOTAL</b>		<b>\$19,200</b>

SECTION 3. That the staff is authorized to contract for staff, purchase equipment, supplies and travel for the Neighborhood Accountability Board implementation activities.

PASSED AND APPROVED this 6th day of February, 2002.

APPROVED:

*Michael D. Brown*  
MICHAEL D. BROWN, MAYOR

[ MUNICIPAL SEAL ]

ATTEST:

*Carrie E. Ward*  
CARRIE E. WARD, CMC/AAE  
CITY CLERK

*Edward Rodgers*  
EDWARD RODGERS, CHAIRPERSON

*David G. Schnyer*  
DAVID G. SCHNYER, CHAIR PRO-TEM

*Donald R. Wilson*  
DONALD R. WILSON

*Sylvia Lee Blue*  
SYLVIA LEE BLUE

*Elizabeth "Liz" Wade*  
ELIZABETH "LIZ" WADE  
COUNCIL MEMBERS

MOTIONED BY: D. Wilson

SECONDED BY: S. Blue

E. RODGERS aye

D. SCHNYER aye

D. WILSON aye

S. BLUE aye

E. WADE aye

Reviewed as to Legal Sufficiency

*Frances H. Ryan*  
City Attorney  
City of Riviera Beach

Date: 1/25/02

RESOLUTION NO. 18-02

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF RIVIERA BEACH, PALM BEACH COUNTY, FLORIDA, AUTHORIZING SETTLEMENT IN THE MATTER OF DONALD HENDRICKSON VS. THE CITY OF RIVIERA BEACH, CASE NO. 98-11503 AG, IN THE CIRCUIT COURT OF THE 15<sup>TH</sup> JUDICIAL CIRCUIT, IN AND FOR PALM BEACH COUNTY, FLORIDA, FOR \$150,000.00; AUTHORIZING THE MAYOR AND CITY CLERK TO EXECUTE A GENERAL RELEASE AND A SETTLEMENT AGREEMENT; AUTHORIZING GALLAGHER BASSETT AND AIG TECHNICAL SERVICES, INC. TO MAKE PAYMENT; AND PROVIDING AN EFFECTIVE DATE.

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

**SECTION ONE.** That the City Council hereby authorizes settlement in the matter of Donald Hendrickson vs. the City of Riviera Beach, in the total amount of \$150,000.00, as complete settlement, said funds to be released after a general release is executed by Donald Hendrickson.

**SECTION TWO.** That the Mayor and City Clerk are authorized to execute a general release in favor of Donald Hendrickson and a settlement agreement.

**SECTION THREE.** That Gallagher Bassett and AIG Technical Services Inc. (AIG claim number 295-019157), are authorized to make payment as appropriate.

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

PASSED and APPROVED this 6th day of <sup>February</sup>~~January~~-2002.

\*Signatures on Page -2-

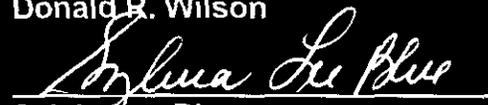
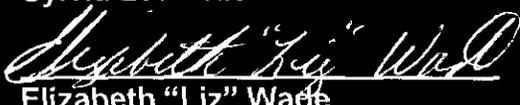
APPROVED:

  
\_\_\_\_\_  
Michael Brown  
Mayor

Attest:

[Municipal Seal]  
  
\_\_\_\_\_  
Carrie E. Ward, CMC/AE  
City Clerk

  
\_\_\_\_\_  
Edward Rodgers  
Chairperson  
  
\_\_\_\_\_  
David G. Schnyer  
Chairperson Pro-Tem

  
\_\_\_\_\_  
Donald R. Wilson  
  
\_\_\_\_\_  
Sylvia Lee Blue  
  
\_\_\_\_\_  
Elizabeth "Liz" Wade  
Council Members

Motioned by: S. Blue

Seconded by: D. Schnyer

Approved as to legal sufficiency

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

By:   
\_\_\_\_\_  
City Attorney  
Date: 1/30/02

**IN THE CIRCUIT COURT OF THE  
FIFTEENTH JUDICIAL CIRCUIT IN AND  
FOR PALM BEACH COUNTY, FLORIDA**

**CASE NO. CL 98-11503 AG**

**DONALD HENDRICKSON,**

Plaintiff,

vs

**CITY OF RIVIERA BEACH,**

Defendant

---

**SETTLEMENT AGREEMENT**

This Settlement Agreement is entered into by and between **DONALD HENDRICKSON** ("Plaintiff") and **CITY OF RIVIERA BEACH** ("Defendant").

**WITNESSETH:**

**WHEREAS**, Plaintiff and Defendant have agreed to adjust, compromise and settle all controversies, disputes and differences existing between them, including those raised or which might have been raised in the above-entitled action, as well as any and all causes of action existing on behalf of any party which accrued prior to the date of this Agreement, and to enter into a Stipulation for Dismissal of the lawsuit herein with prejudice.

**NOW, THEREFORE**, in consideration of the mutual premises and undertakings of the parties of this Agreement, including, but not limited to, execution of the Stipulation of Dismissal, the parties agree as follows:

1. Plaintiff and Defendant agree to order their counsel of record, upon receipt by Plaintiff of payment of the sums set forth below, to execute a Stipulation of Dismissal with Prejudice, the terms of which are incorporated into and made a part of this Agreement.

2. Defendant agrees to pay Plaintiff the sum of ONE HUNDRED FIFTY THOUSAND AND NO/100 (\$150,000.00) DOLLARS, inclusive of all attorneys fees and costs. All checks for said amount shall be made payable to "**FREDERICK W. FORD, ESQUIRE, Trust Account.**" Said payments shall be delivered to Plaintiff's Counsel, Frederick W. Ford, Esq., upon formal approval of this agreement by the City of Riviera Beach City Council. At the direction of Plaintiff, Defendant makes no withholdings or deductions from said amount. Plaintiff represents and warrants that he will and does hereby release, indemnify, defend, and hold and save harmless Defendant from, and against any claims brought by any governmental agency, including but not limited to, the Internal Revenue Service and the Social Security Administration, with respect to or in connection with any withholdings and/or deductions which may later be determined to have been due from said amount.

3. Defendant expressly denies the truth of all allegations of retaliation or wrongful discharge contained in this lawsuit, including all pleadings and documents, and state that this Agreement and the execution of this Agreement as described herein by Defendant is solely made to resolve disputed claims and cannot be considered an admission of liability and does not constitute an admission of liability on the part of Defendant.

4. The parties agree to execute the attached mutual releases, which are incorporated into and made a part hereof. Said releases will become effective upon the receipt by Plaintiff of all funds set forth in paragraph 2 above.

5. Other than provided for in this agreement, Plaintiff hereby waives any right, claim or interest in reinstatement, employment or re-employment with the City of Riviera Beach and agrees not to apply for employment with the City at any time in the future.

6. This Agreement may be pled as a full and complete defense to any action, suit, or other proceeding which may be instituted or prosecuted by any party to this Agreement against any other party for claims hereby released.

7. This Agreement is and shall be binding upon all parties, their personal representatives, where applicable, and/or successors, and assigns.

8. This Agreement contains the entire agreement between the parties and its terms hereof are contractual and are not a mere recital. The parties expressly acknowledge that there exist no oral agreements or understandings which vary the terms or meaning of this Agreement. This Agreement supersedes and annuls any and all other agreements, contracts,

promises, representations, whether oral or written, made by or on behalf of the parties or their personal representatives where applicable, and/or successors and assigns.

9. This Agreement shall be construed in accordance with Florida law and, where applicable, federal law.

10. The parties have jointly drafted this Agreement, and it, therefore, shall not be construed against any of the parties to this Agreement.

11. This Agreement may be modified only in writing when the modification is executed by all of the parties to this Agreement.

12. The parties have entered into this Agreement upon the advice and consent of their counsel who have explained all of its terms and conditions to their complete satisfaction.

Executed this 29<sup>th</sup> day of January, 2002.

**FOR THE PLAINTIFF:**

  
**DONALD HENDRICKSON**

**FOR THE DEFENDANT  
CITY OF RIVIERA BEACH:**

  
**MICHAEL D. BROWN**  
Mayor

**ATTEST:**

  
**CARRIE E. WARD**  
City Clerk, CMC/AEE

**GENERAL RELEASE**

**KNOW ALL MEN BY THESE PRESENTS:**

That I, **DONALD HENDRICKSON**, first party, for and in consideration of the sum of \$150,000.00, and other valuable consideration, received from, or on behalf of, **THE CITY OF RIVIERA BEACH**, a municipal corporation, second parties (which term shall be deemed to include all employees, officers, elected and appointed city officials, agents, legal representatives, insurers and their agents), the receipt whereof is hereby acknowledged; and, further recognizing that the said second parties deny and dispute my claims, it is my desire to compromise and settle all claims and actions rather to incur the continued expense and uncertainty of litigation, and therefore, I hereby declare,

**FIRST PARTY HEREBY** remises, releases, acquits, satisfies, and forever discharges the said second parties, from all actions, causes of action, suits, obligations, responsibilities, debts, accounts, contracts, controversies, agreements, promises, damages, attorney's fees, interest, costs, judgments, executions, claims and demands whatsoever, in law or in equity, which said first party ever had, now has, or which any personal representative, successor, heir or assign of said first party, hereafter can, shall or may have against said second parties, for, upon or by reason of, any matter related to my employment with the second parties, directly or indirectly, proximately or remotely, whatsoever, from the beginning of the world to the day of these presents, and which also shall include and relate to the action Numbered Case #CL 98-11503-AG in the Circuit Court of Palm Beach County upon the claims against **THE CITY OF RIVIERA BEACH**, a municipal corporation, as defendant in the cause.

**FIRST PARTY HEREBY** acknowledges that this is a full and complete compromise, settlement, accord and satisfaction and that there is no agreement, oral or written, express or implied, whereby the undersigned is to receive at any time, or in any event or upon the happening of any contingency or upon the development or discovery of any fact, circumstance or condition, any further consideration of an kind whatsoever from the second party.

**IN WITNESS WHEREOF**, I have hereunto set my hand on this 29<sup>th</sup> day of January, 2002.

In the presence of:

**DONALD HENDRICKSON**

[Signature]  
Witness

[Signature]

STATE OF FLORIDA  
COUNTY OF

SWORN TO and SUBSCRIBED before me in the county and state aforesaid, this 29<sup>th</sup> day of January 2002.

[Signature]  
NOTARY PUBLIC  
STATE OF FLORIDA

My commission expires:

 Camille Coolidge  
Commission # OC 882068  
Expires Oct. 24, 2003  
Bonded Thru  
Atlantic Bonding Co., Inc.

GENERAL RELEASE

**KNOW ALL MEN BY THESE PRESENTS:**

That we, **THE CITY OF RIVIERA BEACH**, a municipal corporation, first party, for and in consideration of the sum of \$10.00, or other valuable consideration, received from or on behalf of **DONALD HENDRICKSON**, second party, the receipt whereof is hereby acknowledged; and, further despite our denial and disputing of second parties claims, it is our desire to compromise and settle all claims and actions rather to incur the continued expense and uncertainty of litigation, and therefore, we hereby declare,

**FIRST PARTY HEREBY** remises, releases, acquits, satisfies, and forever discharges the said second party, from all actions, causes of action, suits, obligations, responsibilities, debts, accounts, contracts, controversies, agreements, promises, damages, attorney's fees, interest, costs, judgments, executions, claims and demands whatsoever, in law or in equity, which said first party ever had, now has, or which any personal representative, successor, heir or assign of said first party, hereafter can, shall or may have against said second party, for, upon or by reason of, any matter related to second parties employment with the first party, directly or indirectly, proximately or remotely, whatsoever, from the beginning of the world to the day of these presents, and which also shall include and relate to the action Numbered Case #CL 98-11503-AG in the Circuit Court of Palm Beach County.

**FIRST PARTY HEREBY** acknowledges that this is a full and complete compromise, settlement, accord and satisfaction and that there is no agreement, oral or written, express or implied, whereby the undersigned is to receive at any time, or in any event or upon the happening of any contingency or upon the development or discovery of any fact, circumstance or condition, any further consideration of an kind whatsoever from the second party.

**IN WITNESS WHEREOF**, as the legal representative of the first party, I have hereunto set my hand on this 06 day of ~~January~~, 2002.

*February*

**ATTESTED TO  
IN THE PRESENCE OF:**

By: *C. E. Ward*  
**CARRIE E. WARD**  
**TITLE: CITY CLERK, CMC/AAE**

**CITY OF RIVIERA BEACH**

By: *Michael D. Brown*  
**MICHAEL D. BROWN**  
**TITLE: MAYOR**

RESOLUTION NO. 19-02

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF RIVIERA BEACH, PALM BEACH COUNTY, FLORIDA, APPROVING A TRIPARTITE AGREEMENT BETWEEN THE CITY OF RIVIERA BEACH, PALM BEACH COUNTY AND HOUSING SERVICES OF PALM BEACH COUNTY FOR THE EXPENDITURE OF \$30,000 IN COMMUNITY DEVELOPMENT BLOCK GRANT FUNDS AUTHORIZING THE MAYOR AND CITY CLERK TO EXECUTE.

**WHEREAS**, the City of Riviera Beach in it's submission of Community Development Block Grant Projects for Fiscal Year 2001 approved funding in the amount of \$30,000 for Housing Services of Palm Beach County; and

**WHEREAS**, Housing Services, Inc. of Palm Beach County is a locally based non-profit organization providing housing services to residents of Riviera Beach consisting of credit counseling, homebuyer seminars, first time home buyers assistance for the purchase of existing homes, subsidy assistance, etc; and

**WHEREAS**, in order for those funds to become available and expended Palm Beach County is requiring a tripartite agreement be executed between the City of Riviera Beach, Palm Beach County and Housing Services; and

**WHEREAS**, the purpose of the agreement is to outline the covenants and conditions under which the agency, Housing Services, Inc. and the Municipality will implement the scope of services set forth in part II of this agreement; 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 of Riviera Beach approve a Tripartite Agreement between the City of Riviera Beach, Palm Beach County and Housing Services, Inc. of Palm Beach County for the expenditure of \$30,000 of Community Development Block Grant Funds.

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Resolution No. 19-02

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

Section 3. This resolution shall take effect immediately upon its passage.

PASSED and APPROVED this 6th day of February, 2002.

APPROVED:

  
MICHAEL D. BROWN, MAYOR

  
EDWARD RODGERS, CHAIRPERSON

{MUNICIPAL SEAL}

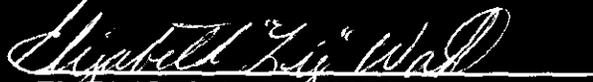
  
DAVID G. SCHNYER, CHAIR PRO-TEM

ATTEST:

  
DONALD R. WILSON

  
CARRIE E. WARD, CMC/AAE  
CITY CLERK

  
SYLVIA LEE BLUE

  
ELIZABETH "LIZ" WADE  
COUNCIL MEMBERS

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

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

Reviewed as to Legal Sufficiency

  
Pamela H. Ryan  
City Attorney  
City of Riviera Beach

Date: 1/30/02

THE CITY OF RIVIERA BEACH

AND

HOUSING SERVICES OF PALM BEACH COUNTY, INC.

THIS AGREEMENT, entered into this \_\_\_\_\_ day of \_\_\_\_\_, 20\_\_\_\_, by and between Palm Beach County, a political subdivision of the State of Florida, for the use and benefit of its Community Development Block Grant (CDBG) Program; the City of Riviera Beach, a Municipality duly organized and existing by virtue of the laws of the State of Florida, having its principal office at 600 W. Blue Heron Boulevard, Riviera Beach, FL 33404; and Housing Services of Palm Beach County, Inc., a non-profit corporation duly organized and existing by virtue of the laws of the State of Florida, having its principal office at 80 West 20<sup>th</sup> Street, Riviera Beach, FL 33404, and its Federal Tax Identification Number as 65-0763203.

WHEREAS, Palm Beach County has entered into an agreement with the United States Department of Housing and Urban Development for a grant for the execution and implementation of a Community Development Block Grant in certain areas of Palm Beach County, pursuant to Title I of the Housing and Community Development Act of 1974 (as amended); and

WHEREAS, Palm Beach County, in accordance with the Annual Consolidated Plan, and the City of Riviera Beach, and Housing Services of Palm Beach County, Inc. desire to provide the activities specified in Part II of this Agreement; and

WHEREAS, Palm Beach County desires to engage the City of Riviera Beach, and Housing Services of Palm Beach County, Inc. to implement such undertakings of the Community Development Block Grant Program.

NOW, THEREFORE, in consideration of the mutual premises and covenants herein contained, it is agreed as follows:

PART I

DEFINITION AND PURPOSE

1. Definitions:

- (1) "County" means Palm Beach County.
- (2) "CDBG" means Community Development Block Grant Program of Palm Beach County.
- (3) "HCD" means Palm Beach County Housing and Community Development.
- (4) "Agency" means Housing Services of Palm Beach County, Inc.
- (5) "Municipality" means City of Riviera Beach.
- (6) "HCD Approval" means the written approval of the HCD Director or designee.
- (7) "U.S. HUD" means the Secretary of the U. S. Department of Housing and Urban Development or a person authorized to act on U.S. HUD's behalf.
- (8) "Low- and Moderate-Income Persons" means the definition set by U.S. HUD.

2. Purpose:

The purpose of this Agreement is to state the covenants and conditions under which the Agency and the Municipality will implement the Scope of Services set forth in Part II of this Agreement. At least 51 percent (51%) of the beneficiaries of a project funded under this Agreement must be low- and moderate-income persons.

PART II

SCOPE OF SERVICES

The Municipality and Agency shall, in a satisfactory and proper manner as determined by HCD, perform the tasks outlined in Exhibit "A" and the Agency must submit invoices using the cover sheet in Exhibit "B", both of which are attached hereto and made a part hereof.

PART III

COMPENSATION, TIME OF PERFORMANCE, METHOD AND CONDITIONS OF PAYMENT

1. Maximum Compensation

The Agency agrees to accept as full payment for eligible services rendered pursuant to this Agreement the actual amount of budgeted, eligible, and HCD Director or designee-approved expenditures and encumbrances made by the Agency under this Agreement. Said services shall be performed in a manner satisfactory to HCD. In no event shall the total compensation or reimbursement to be paid hereunder exceed the maximum and total authorized sum of \$30,000 for the period of October 1, 2001 through September 30, 2002. Any funds not obligated by the expiration date of this Agreement shall automatically revert to the County.

Further budget changes within the designated contract amount can be approved in writing by the HCD Director at his discretion up to ten percent (10%) on a cumulative basis of the Agreement amount during the Agreement period. Such requests for changes must be made to the HCD Director in writing by the Agency, and endorsed by the Municipality. Budget changes in excess of ten percent (10%) must be approved by the Board of County Commissioners.

2. Time Of Performance

The effective date of this Agreement and all rights and duties designated hereunder are contingent upon the timely release of funds for this project by U.S. HUD under grant number B-01-UC-12-0004. The effective date shall be the date of execution of this Agreement, and the services of the Agency shall be undertaken and completed in light of the purposes of this Agreement. In any event, all services required hereunder shall be completed by the Agency by September 30, 2002.

3. Method Of Payment

The County agrees to make payments and to reimburse the Agency for all eligible budgeted costs permitted by Federal, State, and County guidelines. In no event shall the County provide advance funding to the Agency or any subcontractor hereunder.

Requests by the Agency for payments or reimbursements shall be accompanied by proper documentation of expenditures and should be reviewed and approved by the Municipality and submitted to HCD for approval no later than thirty (30) days after the date of payment by the Agency. Payment shall be made by the Palm Beach County Finance Department upon proper presentation of invoices and reports approved by the Agency, the Municipality, and HCD. Proof of payment and originals of invoices, receipts, or other evidence of indebtedness shall be considered proper documentation. When original documents cannot be presented, the Agency must adequately justify their absence, in writing,

and furnish copies. Invoices will not be honored if received by the Palm Beach County Finance Department later than forty-five (45) days after the expiration date of this Agreement, nor will any invoices be honored that predate the commencement date of this Agreement.

4. Conditions On Which Payment Is Contingent

(1) Implementation of Project According to Required Procedures

The Agency and the Municipality shall implement this Agreement in accordance with applicable Federal, State, and County laws, ordinances, and codes and with the applicable procedures outlined in HCD Policies and Procedures Memoranda, and amendments and additions thereto as may from time to time be made. The Federal, State, and County laws, ordinances, and codes are minimal regulations which may be supplemented by more restrictive guidelines set forth by HCD. No reimbursements will be made without evidence of appropriate insurance required by this Agreement on file with HCD. No payments for multi-funded projects will be made until a cost allocation plan has been approved by the HCD Director or designee.

Should a project receive additional funding after the commencement of this Agreement, the Agency shall notify the Municipality and HCD in writing within thirty (30) days of receiving notification from the funding source and submit a cost allocation plan to HCD through the Municipality for approval by the HCD Director or designee within forty-five (45) days of said official notification.

(2) Financial Accountability

The County may have a financial system analysis and/or an audit of the Agency or of any of its subcontractors by an independent auditing firm employed by the County or by the County Internal Audit Department at any time the County deems necessary to determine the capability of the Agency to fiscally manage the project in accordance with Federal, State and County requirements.

(3) Subcontracts

None of the work or services covered by this Agreement, including but not limited to consultant work or services, shall be subcontracted or reimbursed without the prior written approval of the HCD Director or designee. Any work or services subcontracted hereunder shall be specifically by written contract, written agreement, or purchase order. All subcontracts shall be submitted by the Agency through the Municipality to HCD and approved by HCD prior to execution of any subcontract hereunder. All subcontracts shall be subject to Federal, State and County laws and regulations.

(4) Purchasing

All purchasing for services and goods, including capital equipment, shall be made by purchase order or by a written contract and in conformity with the

procedures prescribed by the Palm Beach County Purchasing Ordinance, OMB Circulars A-110 and A-122, and 24 CFR 84, which are incorporated herein by reference.

(5) Reports, Audits, and Evaluations

Payment will be contingent on the timely receipt of complete and accurate reports required by this Agreement, and on the resolution of monitoring or audit findings identified pursuant to this Agreement.

(6) Additional HCD, County, and U. S. HUD Requirements

HCD shall have the right under this Agreement to suspend or terminate payments until the Agency complies with any additional conditions that may be imposed by HCD, the County or U.S. HUD at any time.

(7) Prior Written Approvals - Summary

The following, among others, require the prior written approval of the HCD Director or designee to be eligible for reimbursement or payment:

- (a) All subcontracts and agreements pursuant to this Agreement;
- (b) All capital equipment expenditures of \$1,000 or more;
- (c) All out-of-town travel (travel shall be reimbursed in accordance with the provisions of Florida Statutes, Chapter 112.061);
- (d) All change orders;
- (e) All requests to utilize uncommitted funds after the expiration of this agreement for programs described in Exhibit A; and
- (f) All rates of pay and pay increases paid from funds provided hereunder, whether for merit or cost of living.

(8) Program-Generated Income

All income earned by the Agency from activities financed in whole or in part by funds provided hereunder must be reported to HCD. Such income would include, but not be limited to, income from service fees, sale of commodities, and rental or usage fees. The Agency shall report its plan to utilize such income, through the Municipality to HCD, and said plan shall require the prior written approval of the HCD Director or designee. Accounting and disbursement of such income shall comply with OMB Circular A-110 and other applicable regulations incorporated herein by reference.

In addition to the foregoing, Program Income, as defined by 24 CFR 570.500(a), may be retained by the Agency. Program Income shall be utilized to undertake activities specified in Exhibit A of this Agreement, and all provisions of this Agreement shall apply to said activities. Any Program Income on hand at or received after the expiration of this Agreement shall be returned to the County.

PART IV

GENERAL CONDITIONS

1. Opportunities For Residents And Civil Rights Compliance

The Agency and the Municipality agree that no person shall on the grounds of race, color, disability, national origin, religion, age, familial status, or sex be excluded from the benefits of, or be subjected to discrimination under, any activity carried out by the performance of this Agreement. Upon receipt of evidence of such discrimination, the County shall have the right to terminate this Agreement.

To the greatest extent feasible, lower-income residents of the project areas shall be given opportunities for training and employment; and to the greatest extent feasible, eligible business concerns located in or owned in substantial part by persons residing in the project areas shall be awarded contracts in connection with the project. At a minimum, the Agency shall comply with Section 3 of the Housing and Community Development Act of 1968 (as amended).

2. Opportunities For Small and Minority/Women-Owned Business Enterprises

In the procurement of supplies, equipment, construction, or services to implement this Agreement, the Agency shall make a positive effort to utilize small and minority/women-owned business enterprises as sources of supplies and services, and provide these enterprises the maximum feasible opportunity to compete for contracts to be performed pursuant to this Agreement. To the maximum extent feasible, these small and minority/women-owned business enterprises shall be located in or owned by residents of the areas designated by Palm Beach County in the Annual Consolidated Plan approved by U.S. HUD.

3. Project Beneficiaries

At least 51 percent (51%) of the beneficiaries of a project funded through this Agreement must be low- and moderate-income persons. If the project is located in an entitlement city, as defined by U.S. HUD, or serves beneficiaries countywide, more than 30 percent (30%) of the beneficiaries directly assisted through the use of funds under this Agreement must reside in unincorporated Palm Beach County or in municipalities participating in the County's Urban County Qualification Program.

The project funded under this agreement shall assist beneficiaries as defined above for the time period designated in Exhibit A of this Agreement. The Agency, through the Municipality, shall provide written verification of compliance to HCD upon HCD's request.

4. Evaluation And Monitoring

The Agency and the Municipality agree that HCD will carry out periodic monitoring and evaluation of the Agency's activities as determined necessary by HCD or the County and that payment, reimbursement, or the continuation of this Agreement is dependent upon satisfactory evaluation conclusions based on the terms of this Agreement. The Agency, through the Municipality, agrees to furnish upon request to HCD, the County, or the County's designees, copies of transcriptions of such records and information as is determined necessary by HCD or the County. The Agency, through the Municipality, shall submit status reports required under this Agreement on forms approved by HCD to enable HCD to evaluate progress. The Agency, through the Municipality, shall provide information as requested by HCD to enable HCD to complete reports required by the County or HUD. The

Agency and the Municipality shall allow HCD, the County, or HUD to monitor the Agency on site. Such visits may be scheduled or unscheduled as determined by HCD or HUD.

5. Audits and Inspections

At any time during normal business hours and as often as HCD, the County, U.S. HUD, or the Comptroller General of the United States may deem necessary, there shall be made available by the Agency to HCD, the County, U.S. HUD, or the Comptroller General for examination all its records with respect to all matters covered by this Agreement.

The Agency agrees to comply with the provisions of the Single Audit Act of 1984, as amended, as it pertains to this Agreement. The Agency shall submit a single audit, including any management letter, made in accordance with the general program requirements of OMB Circulars A-110, A-122, A-133, and other applicable regulations within one hundred and eighty (180) days after the end of any fiscal year covered by this agreement in which Federal funds from all sources are expended. Said audit shall be made by a Certified Public Accountant of the Agency's choosing, subject to the County's approval. In the event the Agency anticipates a delay in producing such audit, the Agency shall request an extension in advance of the deadline. The cost of said audit shall be borne by the Agency. In the event the agency is exempt from having an audit conducted under A-133, the Agency will submit audited financial statements and/or the County reserves the right to conduct a "limited scope audit" of the agency as defined by A-133. The County will be responsible for providing technical assistance to the Agency, as deemed necessary by the County.

6. Data Becomes County Property

All reports, plans, surveys, information, documents, maps, and other data procedures developed, prepared, assembled, or completed by the Agency or the Municipality for the purpose of this Agreement shall become the property of the County without restriction, reservation, or limitation of their use and shall be made available by the Agency at any time upon request by the County or HCD. Upon completion of all work contemplated under this Agreement, copies of all documents and records relating to this Agreement shall be surrendered to HCD if requested. In any event, the Agency shall keep all documents and records for five (5) years after expiration of this Agreement.

7. Indemnification

The Agency shall protect, defend, reimburse, indemnify and hold the County, its agents, employees and elected officers harmless from and against all claims, liability, expense, loss, cost, damages or causes of action of every kind or character, including attorney's fees and costs, whether at trial or appellate levels or otherwise, arising during performance of the terms of this Agreement or due to the acts or omissions of the Agency. The Agency's aforesaid indemnity and hold harmless obligation, or portion or applications thereof, shall apply to the fullest extent permitted by law.

To the extent permitted by law, the Municipality shall indemnify, defend and hold harmless the County against any actions, claims or damages arising out of the Municipality's negligence in connection with this Agreement. The foregoing indemnification by the

Municipality shall not constitute a waiver of sovereign immunity beyond the limits set forth in Florida Statutes, Section 768.28, nor shall the same be construed to constitute agreement by the Municipality to indemnify the County for the County's negligent, willful or intentional acts or omissions.

The Agency and the Municipality will hold the County harmless and will reimburse the County for funds which the County is obligated to refund the Federal Government arising out of the conduct of activities and administration of Agency.

8. Insurance

Unless otherwise specified in this Agreement, the Agency shall, at its sole expense, maintain in full force and effect at all times during the life of this Agreement, insurance coverages, limits, including endorsements, as described herein. The requirements contained herein as to types and limits, as well as the County's review or acceptance of insurance maintained by the Agency, are not intended to and shall not in any manner limit or qualify the liabilities and obligations assumed by the Agency under this Agreement.

(1) Commercial General Liability

The Agency shall agree to maintain Commercial General Liability at a limit of liability not less than \$500,000 Each Occurrence. Coverage shall not contain any endorsement excluding Contractual Liability or Cross Liability unless granted by the County's Risk Management Department. The Agency agrees this coverage shall be provided on a primary basis.

(2) Business Automobile Liability

The Agency shall agree to maintain Business Automobile Liability at a limit of liability not less than \$500,000 Each Occurrence for all owned, non-owned and hired automobiles. In the event the Agency does not own any automobiles, the Business Auto Liability requirement shall be amended allowing the Agency to agree to maintain only Hired & Non-Owned Auto Liability. This amended requirement may be satisfied by way of endorsement to the Commercial General Liability, or separate Business Auto coverage form. The Agency shall agree this coverage shall be provided on a primary basis.

(3) Additional Insured

The Agency shall agree to endorse the County as an Additional Insured with a CG 2026 Additional Insured - Designated Person or Organization endorsement, or its equivalent, to the Commercial General Liability. The Additional Insured endorsement shall read "Palm Beach County Board of County Commissioners, a Political Subdivision of the State of Florida, its Officers, Employees and Agents, c/o Department of Housing and Community Development". The Agency shall agree the Additional Insured endorsements provide coverage on a primary basis.

(4) Certificate of Insurance

The Agency shall agree to deliver to the County a certificate(s) of insurance evidencing the required insurance is in full force and effect within thirty (30) calendar

days prior to the execution of the Agreement by the County and upon renewal or reduction of any required insurance. A minimum thirty (30) day endeavor to notify due to cancellation or non-renewal of coverage shall be included on the certificate(s).

(5) Right to Review and Adjust

The Agency shall agree the County, by and through its Risk Management Department, in cooperation with the Department of Housing and Community Development, reserves the right to periodically review, modify, reject or accept any required policies of insurance, including limits, coverages, or endorsements, herein from time to time throughout the life of this Agreement. The County reserves the right, but not the obligation, to review and reject any insurer providing coverage because of its poor financial condition or failure to operate legally.

9. Maintenance Of Effort

The intent and purpose of this Agreement is to increase the availability of the Agency's services. This Agreement is not to substitute for or replace existing or planned projects or activities of the Agency. The Agency agrees to maintain a level of activities and expenditures, planned or existing, for projects similar to those being assisted under this Agreement which is not less than that level existing prior to this Agreement.

10. Conflict Of Interest

The Agency and the Municipality covenant that no person who presently exercises any functions or responsibilities in connection with the project has any personal financial interest, direct or indirect, in the activities provided under this Agreement which would conflict in any manner or degree with the performance of this Agreement and that no person having any conflict of interest shall be employed by or subcontracted by the Agency and the Municipality. Any possible conflict of interest on the part of the Agency and the Municipality or its employees shall be disclosed in writing to HCD provided, however, that this paragraph shall be interpreted in such a manner so as not to unreasonably impede the statutory requirement that maximum opportunity be provided for employment of and participation of lower- income residents of the project target area.

11. Citizen Participation

The Agency and the Municipality shall cooperate with HCD in the implementation of the Citizen Participation Plan by establishing a citizen participation process to keep residents and/or clients informed of the activities the Agency and the Municipality are undertaking in carrying out the provisions of this Agreement. Representatives of the Agency and the Municipality shall attend meetings and assist in the implementation of the Citizen Participation Plan, as requested by HCD.

12. Recognition

All facilities purchased or constructed pursuant to this Agreement should be clearly identified as to funding source. The Agency will include a reference to the financial support herein provided by HCD in all publications and publicity. In addition, the Agency will make

a good faith effort to recognize HCD's support for all activities made possible with funds available under this Agreement.

13. Agreement Documents

The following documents are herein incorporated by reference and made part hereof, and shall constitute and be referred to as the Agreement; and all of said documents taken as a whole constitute the Agreement between the parties hereto and are as fully a part of the Agreement as if they were set forth verbatim and at length herein:

- (1) This Agreement including its Exhibits
- (2) Office of Management and Budget Circulars A-110, A-122, and A-133
- (3) Title VI of the Civil Rights Act of 1964, Age Discrimination Act of 1975, and Title II of the Americans With Disabilities Act of 1990
- (4) Executive Orders 11246, 11478, 11625, 12432, the Davis-Bacon Act, Section 3 of the Housing and Community Development Act of 1968, and the Uniform Relocation Assistance and Real Property Acquisition Policies Act of 1970, as amended
- (5) Executive Orders 11063, 12259, 12892, the Fair Housing Act, and Section 109 of the Housing and Community Development Act of 1974, as amended
- (6) The Drug-Free Workplace Act of 1988, as amended
- (7) Florida Statutes, Chapter 112
- (8) Palm Beach County Purchasing Ordinance
- (9) Federal Community Development Block Grant Regulations (24 CFR Part 570), as amended
- (10) The Agency's Personnel Policies and Job Descriptions
- (11) The Agency's Articles of Incorporation and Bylaws
- (12) The Agency's Certificate of Insurance
- (13) Current list of the Agency's Officers and members of Board of Directors
- (14) Proof of Agency's 501(c)(3) certification from Internal Revenue Service (IRS)

The Agency and the Municipality shall keep an original of this Agreement, including its Exhibits, and all amendments thereto, on file at its principal office.

14. Termination

In the event of termination, the Agency and the Municipality shall not be relieved of liability to the County for damages sustained by the County by virtue of any breach of the Agreement by the Agency or the Municipality, and the County may withhold any payment to the Agency until such time as the exact amount of damages due to the County from the Agency is determined.

A. Termination for Cause

If through any cause any party shall fail to fulfill in a timely and proper manner its obligations under this Agreement, or if any party shall violate any of the covenants, agreements, or stipulations of this Agreement, any party shall thereupon have the right to terminate this Agreement or suspend payments in whole or part by giving written notice to the other parties of such termination or suspension and specify the effective date of termination or suspension. Upon termination, the County shall pay the Agency for services rendered pursuant to this Agreement through and including the date of termination.

B. Termination for Convenience

At any time during the term of this Agreement, any party may, at its option and for any reason, terminate this Agreement upon ten (10) working days written notice to the other parties. Upon termination, the County shall pay the Agency for services rendered pursuant to this Agreement through and including the date of termination.

C. Termination Due To Cessation

In the event the grant to the County under Title I of the Housing and Community Development Act of 1974 (as amended) is suspended or terminated, this Agreement shall be suspended or terminated effective on the date U.S. HUD specifies.

In the event the Agency ceases to exist, or ceases or suspends its operation for any reason, this Agreement shall be suspended or terminated on the date the County specifies. The determination that the Agency has ceased or suspended its operation shall be made solely by the County, and the Agency, its successors or assigns in interest agrees to be bound by the County's determination. Upon termination, the County shall pay the Agency for services rendered pursuant to this Agreement through and including the date of termination.

15. Severability Of Provisions

If any provision of this Agreement is held invalid, the remainder of this Agreement shall not be affected thereby if such remainder would then continue to conform to the terms and requirements of applicable law.

16. Amendments

The County may, at its discretion, amend this Agreement to conform with changes required by Federal, State, County, or U.S. HUD guidelines, directives, and objectives. Such amendments shall be incorporated by written amendment as a part of this Agreement and shall be subject to approval of the Palm Beach County Board of County Commissioners. Except as otherwise provided herein, no amendment to this Agreement shall be binding on

either party unless in writing, approved by the Board of County Commissioners and signed by both parties.

17. Notice

All notice required to be given under this Agreement shall be sufficient when delivered to HCD at its office at 3323 Belvedere Road, Building 501, West Palm Beach, Florida 33406, and to the Agency and the Municipality when delivered to their offices at the addresses listed on Page One of this Agreement.

18. Independent Agent and Employees

The Agency and the Municipality agree that, in all matters relating to this Agreement, they will be acting as independent agents and that their employees are not Palm Beach County employees and are not subject to the County Provisions of the law applicable to County employees relative to employment compensation and employee benefits.

19. No Forfeiture

The rights of the County under this Agreement shall be cumulative and failure on the part of the County to exercise promptly any rights given hereunder shall not operate to forfeit or waive any of the said rights.

20. Public Entity Crimes

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

21. Counterparts Of This Agreement

This Agreement, consisting of sixteen (16) enumerated pages including the exhibits referenced herein, shall be executed in four (4) counterparts, each of which shall be deemed to be an original, and such counterparts will constitute one and the same instrument.

WITNESS our Hands and Seals on the \_\_\_\_\_ day of \_\_\_\_\_, 20\_\_.

ATTEST:  
DOROTHY H. WILKEN, Clerk

**PALM BEACH COUNTY, FLORIDA, a  
Political Subdivision of the State of Florida**

**BOARD OF COUNTY COMMISSIONERS**

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

By: \_\_\_\_\_  
Warren H. Newell, Chairman

Approved as to Form and Legal  
Sufficiency

Approved as to Terms and Conditions  
Dept. of Housing and Community  
Development

By: \_\_\_\_\_  
Tammy K. Fields  
Assistant County Attorney

By: \_\_\_\_\_  
Edward W. Lowery, J.D., Manager  
Planning Section

(COUNTY SEAL)

**HOUSING SERVICES OF PALM BEACH COUNTY, INC., a Florida corporation**

By: Bambi Turner  
Bambi Turner, Secretary/Treasurer

By: Willye Watson  
Willye Watson, Executive Director

(CORPORATE SEAL)

**CITY OF RIVIERA BEACH, a Political Subdivision of the State of Florida**

By: Michael Brown  
Michael Brown, Mayor

By: Carrie E. Ward 2/08/02  
Carrie E. Ward, City Clerk

Approved as to Terms and Conditions  
City of Riviera Beach

(CITY SEAL)

John J. Green  
John J. Green, HCD Coordinator

REVIEWED FOR LEGAL SUFFICIENCY  
Fernando H. Ruy  
CITY ATTORNEY  
CITY OF RIVIERA BEACH

EXHIBIT A

WORK PROGRAM NARRATIVE  
SUBRECIPIENT NAME

I. The Agency agrees to:

- A. During FY2001-02, provide housing counseling and housing assistance services to at least fifty (50) unduplicated low and moderate-income households residing in the City of Riviera Beach. A household shall be counted towards this target when the Agency documents that a representative of the household has completed an application form, met with a counselor and be screened, and a counseling plan developed. The following activities, among others, shall be carried out:

GENERAL

- a) Screening of clients to identify income eligibility and specific housing needs to be addressed.
- b) Development of specific counseling plans for each household accepted into the housing counseling program.
- c) Establishment of individual files for each household assisted. Each file should contain the following, among others: executed application form, proof of income certification, completed screening/intake form, counseling plan, log of activities conducted and notes minutes of meetings/counseling sessions.

HOUSING COUNSELING

- a) Provide pre-purchase counseling and assistance, concentrating on: housing selection, fair housing laws, qualifying for subsidies, budgeting and money management, application process for mortgages and various mortgage assistance programs, procedure for housing purchase and negotiating the purchase, rights and responsibilities of homeowners, selecting a real estate agent, housing care and maintenance, among others.
- b) Provide assistance to those who have defaulted on their mortgages or are delinquent. Specific activities to be undertaken should include the following, among others: identification of cause(s) and clients' ability to address problems, arranging reinstatement plans (including working with client and client's creditors to avoid foreclosure).
- c) Provide post occupancy counseling to address the following, among others: relations with mortgagees, escrow funds, grievances, responsibilities as mortgagors in making the required monthly payments on schedule and how to prevent foreclosure.

HOUSING ASSISTANCE

- a) Assist clients who demonstrate a desire and readiness for home ownership, especially first-time home buyers, by performing the following, among others: identifying decent and affordable housing which are available for purchase; procuring of credit reports and ensuring deletion of any erroneous entries on such reports; assisting in qualifying each client for mortgage assistance and attending each closing as a resource to the client.
  - b) For households where rental is the most viable option the Agency will assist each household in identifying safe, decent and affordable rental units.
- B. Provide verifiable staff time sheets to HCD , through the Municipality, on a regular basis. Staff paid out of CDBG funds will keep daily time records identifying the time spent on the

specific activities as outlined in the above description. The time sheets will also identify arrival and departure times.

- C. Submit to HCD, through the Municipality, by the 10th of each month the Direct Benefit Activities form and Detailed Narrative Report. The Direct Benefit Activities form will document the actual number and characteristics of clients served. The Detailed Narrative Report will include a summary of activities for the month, expenditure summary, constraints, and goal comparisons for all indicators referenced above.
- D. Report the receipt of any income earned by the Agency to the HCD Director, through the Municipality, within five working days before the receipt of the income. Any income earned by the Agency will be considered program income and will be subject to HCD and U.S. HUD regulations and this Agreement.
- E. Coordinate services for persons in need with other nonprofit service providers in Palm Beach County by making and accepting referrals.
- F. Make a good faith effort to recognize Palm Beach County Housing and Community Development as a funding supporter in all publications and publicity as appropriate.
- G. Provide a drug and alcohol free environment by developing policies for and carrying out a drug free program in compliance with the Drug Free Workplace Act of 1988. The Agency shall submit its drug free policies to Palm Beach County for approval and maintain policies on file for inspection.

II. The Municipality agrees to:

- A. Review all invoices prepared by the Agency and submit them to HCD for reimbursement only when all preconditions to payment have been met.
- B. The Municipality agrees to review all items requiring prior written approval of the HCD Director or designee, as listed in Part III, 4. (7) of this agreement and to forward said item(s) to the HCD Director under a written endorsement including the Municipality's recommendation for approval or disapproval.
- C. Monitor the Agency's financial record keeping to ensure that proper accounting practices are being followed with respect to the funds being disbursed under this Agreement.
- D. Conduct periodic monitoring of the Agency's records management system to ensure that proper client records are being maintained.
- E. Ensure that all required reports are submitted to HCD on time by the Agency.
- F. Be held responsible by HCD if the activity funded fails to meet a national objective or the Agency fails to comply or displays difficulty in complying with the requirements of this contract.

III. The County agrees to:

- A. Provide up to \$ 30,000 in equal installments, based on pay periods, for budget line items as follows:

Executive Director's gross salary.....	\$27,705
FICA (Employer's share).....	\$ 2,295
<b>TOTAL BUDGET.....</b>	<b><u>\$30,000</u></b>

- B. Provide technical assistance to ensure compliance with HCD, U.S. HUD, and applicable State, Federal and County regulations and this Agreement.

- C. Provide overall administration and coordination activities to ensure that planned activities are completed in a timely manner.
- D. Monitor the Agency at any time during the term of this Agreement. Visits may be scheduled or unscheduled as determined by HCD, be conducted by HCD staff or its contractor, and will ensure compliance with U.S. HUD regulations, that planned activities are conducted in a timely manner, and verify the accuracy of reporting to HCD on program activities.

EXHIBIT B

LETTERHEAD STATIONERY

TO: Remar M. Harvin, Director  
Housing and Community Development  
3323 Belvedere Road, Bldg. 501  
West Palm Beach, FL 33406

THRU: Name of Municipality Official  
Name of Municipality  
Address

FROM: Name of Subrecipient:  
Address:  
Telephone:

SUBJECT: INVOICE REIMBURSEMENT - R-2001-

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Attached, you will find Invoice # \_\_\_\_\_, requesting reimbursement in the amount of \$ \_\_\_\_\_. The expenditures for this invoice covers the period \_\_\_\_\_ through \_\_\_\_\_. You will also find attached, back-up original documentation relating to the expenditures being involved.

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Approved for Submission

Ref: S:\Planadm\PLANADM\CDBG\SUBRECI\2001-02\HousingServices\Contract.wpd

RESOLUTION NO. 20-02

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF RIVIERA BEACH, PALM BEACH COUNTY, FLORIDA, AUTHORIZING THE MAYOR AND CITY CLERK TO EXECUTE AN AGREEMENT BETWEEN THE CITY OF RIVIERA BEACH AND RESOURCE GROUP N.A. TO PROVIDE LOBBYIST REPRESENTATION AT THE STATE LEVEL ON BEHALF OF THE CITY OF RIVIERA BEACH; COMPENSATION NOT TO EXCEED \$5,000.00 PER MONTH FOR THE PERIOD FEBRUARY 2, 2001 THRU JANUARY, 2003, A TOTAL OF TWENTY-FOUR MONTHS; THE SAME TO BE PAID FROM THE PROFESSIONAL SERVICES - OTHER, ACCOUNT NO. 001-0203-5190-3106.

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

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

**Section 2.** That compensation is not to exceed \$5,000.00 per month for the period of February 2, 2001 thru January 31, 2003, a total of twenty-four (24) months and the same is to be paid from the Professional Services - Other, Account No. 001-0203-5190-3106.

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

PASSED and ADOPTED this 6th day of February, 2002.

APPROVED:

  
MICHAEL D. BROWN  
MAYOR

(MUNICIPAL SEAL)

  
EDWARD RODGERS  
CHAIRPERSON

  
DAVID G. SCHNYER  
CHAIR PRO-TEM

  
DONALD R. WILSON

ATTEST

  
SYLVIA LEE BLUE

  
CARRIE E. WARD, CMC/AE  
CITY CLERK

  
ELIZABETH "LIZ" WADE  
COUNCIL MEMBERS

MOTIONED BY: D. Wilson

SECONDED BY: S. Blue

E. RODGERS aye

D. SCHNYER aye

D. WILSON aye

S. BLUE aye

E. WADE aye

REVIEWED AS TO LEGAL  
SUFFICIENCY

  
CITY ATTORNEY  
CITY OF RIVIERA BEACH

Date 1/31/02

WEW:mem  
1/31/02

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

**THIS AGREEMENT** entered into the 6<sup>th</sup> day of February, 2002, by and between the City of Riviera Beach, hereinafter referred to as "CITY", and the firm of Resource Group N.A., a Florida corporation, hereinafter referred to as "CONTRACTOR".

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

**WHEREAS,** in the judgement of the Council Members, it is necessary and desirable to employ the services of CONTRACTOR to assist the CITY with grant programs; and economic development, business development, transportation, infrastructure, water and sewer, appropriations and State grant programs administered by the State government.

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

**PART I - SPECIFIC PROVISIONS**

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

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

6. Contractor agrees to provide the CITY with a written bi-weekly or as needed reports of activities and attending CITY meetings at any time upon the CITY'S request;
  7. Contractor agrees to assist the CITY in developing the CITY's Legislative Agenda for Fiscal Years 2001 and 2002.
  8. Contractor agrees to draft Legislative proposals for consideration by State Legislators;
  9. Contractor agrees to facilitate meetings with appropriate Legislator and/or Executive Officials to obtain support for CITY's Legislative Agenda and specific City projects;
  10. Contractor agrees to represent the CITY before the Legislature and its various committees on all legislation affecting CITY projects or issues that are of concern to the CITY. Contractor will monitor all such legislation introduced and provide customized reports, at least bi-weekly during the legislative session and as directed by CITY staff during the rest of the contract period, on legislation.
  11. Contractor agrees to identify and lobby for State funding sources for CITY.
  12. Contractor agrees to be responsible for coordinating CITY testimony and position papers as well as providing direct testimony (as directed by CITY staff) that is in support and/or opposition to such legislation. In addition, you will work with CITY staff and CITY Council to coordinate CITY support.
  13. Contractor agrees to monitor the activities of executive agencies, in reference to CITY projects and issues. Contractor will notify the CITY of any upcoming administrative proposals related to CITY projects and issues on their legislative agenda.
  14. Contractor agrees to maintain reasonable contacts and working relationships with other organizations and groups interested in CITY projects and issues to determine their positions in support to CITY projects and issues, as well as coordinating efforts when in common with other local governments, Palm Beach County or others with a similar interest. Contractor involvement would include providing written monthly reports of such activities.
- B. **PAYMENT:** CONTRACTOR'S compensation for the services provided hereunder shall not exceed \$5,000 per month or a total of \$120,000 for twenty-four months' retainer. The monthly \$5,000 fee invoice shall be submitted by CONTRACTOR at the first of each month, beginning on February 1, 2001. All travel or other business related expenses will be incurred only following the approval by the City Manager.
- C. **KEY PERSONNEL:** CONTRACTOR has represented to CITY that CITY will have Thomas DeRita Jr. principal of CONTRACTOR'S services, in the performance of CONTRACTOR'S duties hereunder, and has relied on that representation as an inducement to entering into this Agreement.



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

**IN WITNESS WHEREOF**, the parties hereto have caused this Agreement to be executed this 05 day of February, 2002.

ATTEST:



Carrie E. Ward, City Clerk, CMC/A&E

CITY OF RIVIERA BEACH



Michael D. Brown, Mayor

REVIEWED FOR LEGAL SUFFICIENCY



PAMALA H. RYAN  
CITY ATTORNEY  
CITY OF RIVIERA BEACH

DATE: 5/22/02

Witnesses:

RESOURCE GROUP, N.A.

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