

RESOLUTION NO. 41-02

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF RIVIERA BEACH, PALM BEACH COUNTY, FLORIDA, APPROVING THE HIRING OF CHAZ EQUIPMENT COMPANY, INC. FOR PERFORMING EMERGENCY REPAIRS ON A DRAINAGE PIPE AT 1280 CORAL WAY IN AN AMOUNT NOT TO EXCEED \$30,000.00; AUTHORIZING THE INTERIM FINANCE DIRECTOR TO TRANSFER FUNDS FROM THE CONTINGENCY FUND OF THE PAVING AND DRAINAGE ACCOUNT 301-0716-5190-5999 TO THE DEPARTMENT OF PUBLIC WORKS STORM SEWER MAINTENANCE ACCOUNT 301-1127-5410-4607 FOR PAYMENT OF SAID WORK AND PROVIDING AN EFFECTIVE DATE.

WHEREAS, emergency repairs on a drainage pipe adjacent to the house at 1280 Coral Way are necessary; and

WHEREAS, more extensive damage may result if the emergency repairs are not performed in an expeditious manner; and

WHEREAS, the repairs to the pipe are beyond the capabilities of the Public Works Department; and

WHEREAS, Chaz Equipment Company provided a responsive bid and is prepared to perform the work.

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

SECTION 1. The Mayor and Interim Finance Director are authorized to make payment for emergency pipe repair by Chaz Equipment Company, Inc. in an amount not to exceed \$30,000.

SECTION 2. The City Council authorizes the Mayor and Interim Finance Director to transfer from the Contingency Fund of the Paving and Drainage Account 301-0716-5190-5999 to Public Works Storm Sewer Maintenance Account No. 301-1127-5410-4607.

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

PASSED AND APPROVED this 6 day of April, 2002.

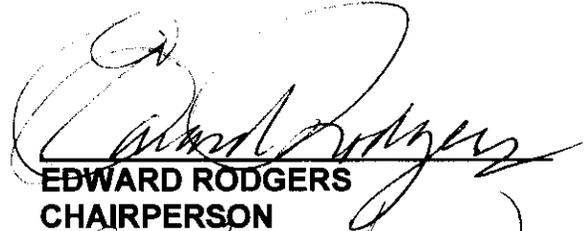
RESOLUTION NO. 41-02

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APPROVED:



**MICHAEL D. BROWN,
MAYOR**



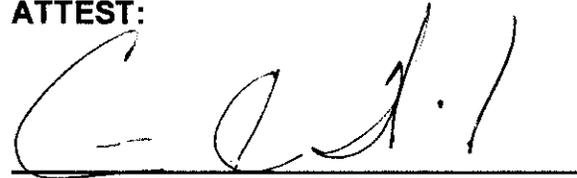
**EDWARD RODGERS
CHAIRPERSON**

(MUNICIPAL SEAL)

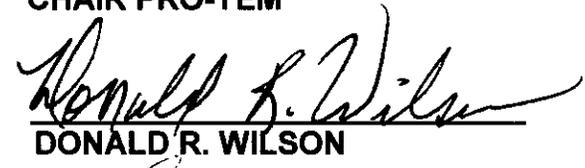


**DAVID G. SCHNYER
CHAIR PRO-TEM**

ATTEST:



CARRIE E. WARD, CMC/AEE



DONALD R. WILSON



SYLVIA LEE BLUE

**ELIZABETH WADE
COUNCILMEMBERS**

MOTIONED BY: D. Schnyer

SECONDED BY: S. Blue

E. RODGERS aye

D. WILSON aye

G. SCHNYER aye

S. BLUE aye

E. WADE absent

REVIEWED AS TO LEGAL SUFFICIENCY


CITY ATTORNEY
CITY OF RIVIERA BEACH

DATE: 2/27/02

RESOLUTION NO. 42-02

A RESOLUTION OF THE CITY OF RIVIERA BEACH, PALM BEACH COUNTY, FLORIDA, ACCEPTING THE COMPREHENSIVE PAY AND CLASSIFICATION STUDY AS PREPARED BY DMG FOR THE CITY'S ADMINISTRATIVE, CONFIDENTIAL, FIRE, GENERAL, POLICE AND SUPERVISORY PERSONNEL AND PROVIDING AN EFFECTIVE DATE.

WHEREAS, DMG Maximus, Inc. (DMG) received the contract services to prepare a comprehensive pay and classification study for administrative, confidential, fire, general, police and supervisory employees; and

WHEREAS, the study has been completed and reveals that some of the classification minimum and maximum salaries should be increased; and

WHEREAS, in order to compensate employees based on years of service within the classification, an additional adjustment was made to a few of employee's salary; and

WHEREAS, a copy of the DMG Study has been provided each of the labor unions; and

WHEREAS, after the DMG Study has been accepted by City Council, staff will negotiate the DMG salary adjustments with appropriate labor unions prior to implementation.

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

SECTION 1. That the City Council accepts Phase I of Comprehensive Classification and Compensation Study.

SECTION 2. That a copy of the said final report attached hereto and made a part thereof be accepted which includes the Salary Schedules for Administrative, Fire, General, Police and Supervisory/Confidential employees, the Compensation and Classification Implementation Report.

SECTION 3. That the results of the DMG Study shall not be implemented unless and until the appropriate labor unions and the City have ratified the respective union contracts.

SECTION 4. That this resolution shall take effect upon its passage and adoption by the City Council.

PASSED and APPROVED on this 6
day of March, 2002.

RESOLUTION NO. 43-02

RESOLUTION OF THE CITY OF RIVIERA BEACH, PALM BEACH COUNTY, FLORIDA, AMENDING THE ADMINISTRATIVE, CONFIDENTIAL AND SUPERVISORY PAY SCALE IN ACCORDANCE WITH THE DMG PAY AND CLASSIFICATION STUDY AND PROVIDING FOR UP TO THE TWO PERCENT (2%) MERIT FOR THESE EMPLOYEES AND PROVIDING AN EFFECTIVE DATE.

WHEREAS, it has been deemed that increases be granted to the administrative, supervisory and confidential employees; and

WHEREAS, the DMG Study has revealed that the minimum salary of certain positions be increased; and

WHEREAS, in order to compensate various employees based on years within the classification, the DMG Study has recommended adjustments; and

WHEREAS, while these salary adjustments apply to those employees on payroll as of October 1, 2001 and approval date of this Resolution, those employees hired subsequent to the passage of this resolution will have their salaries adjusted accordingly; and

WHEREAS, staff is also recommending up to a 2% merit increase on an employee's anniversary date commencing October 1, 2001; and

WHEREAS, the merit increase will be received as follows; and

2%	Outstanding
1.5%	Excellent
1%	Satisfactory
0%	Unsatisfactory

WHEREAS, employees who are at the maximum when the merit increase is applied will receive a lump sum on their anniversary date.

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

SECTION 1. That administrative, supervisory and confidential employees' salary be increased as follows:

Effective October 1, 2001, Administrative, Supervisory and Confidential employees shall receive a salary increase as reflected in the attached copy of the "Compensation and Classification Implementation Report" of the DMG Study.

In addition, the employees salary will be adjusted according to the attached "Compensation and Classification Implementation Report" of the DMG Study.

SECTION 2. That administrative, supervisory and confidential employees will receive up to a 2% merit increase on their anniversary date.

SECTION 3. In order to receive retroactivity, employees must be on board as of October 1, 2001 and upon passage of this resolution.

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

PASSED and APPROVED on first reading this 6
day of March, 2002.

APPROVED:



MICHAEL D. BROWN, MAYOR



EDWARD RODGERS, CHAIRPERSON

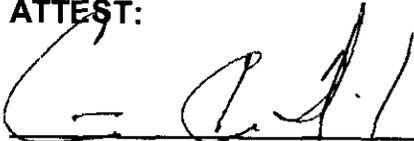

DAVID G. SCHNYER, CHAIR PRO TEM


DONALD R. WILSON


SYLVIA LEE BLUE

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ATTEST:


CARRIE E. WADE, CMC/AE
CITY CLERK


ELIZABETH "LIZ" WADE
COUNCIL MEMBERS

MOTIONED BY: D. Schnyer

SECONDED BY: S. Blue

E. RODGERS aye

D. SCHNYER aye

D. WILSON aye

S. BLUE aye

E. WADE absent

REVIEW FOR LEGAL SUFFICIENCY


CITY ATTORNEY
CITY OF RIVIERA BEACH

DATE: 2/28/02

RESOLUTION NO. 44-02

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF RIVIERA BEACH, PALM BEACH COUNTY, FLORIDA, ACCEPTING THE POLICE DEPARTMENT'S RECOMMENDATIONS TO APPROVE THE ATTACHED MAINTENANCE SERVICE AGREEMENT FOR THIS FISCAL YEAR 2001/2002, FROM MOTOROLA COMMUNICATIONS AND ELECTRONICS, INC., AT A TOTAL COST OF \$84,152.16; APPROVING SUCH AGREEMENTS; AUTHORIZING THE MAYOR AND CITY CLERK TO SIGN SAID AGREEMENT ON BEHALF OF THE CITY; AUTHORIZING PAYMENT FOR THIS AGREEMENT FROM ACCOUNT NUMBERS 001- 0817-521-0-4601 and 124-0819-521-0-4601; AND PROVIDING FOR AN EFFECTIVE DATE.

WHEREAS, the Police Department of the City of Riviera Beach does recommend approval of the attached Maintenance Service Agreements for Motorola Communications & Electronics, Inc., for the sum of \$84,152.16, for the period of October 1, 2001 through September 30, 2002; and

WHEREAS, the City Council finds it is in the best interests of the citizens and the City to assure that the Police Department's communications equipment and services are maintained in proper working order.

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

SECTION 1. The City Council authorizes the Mayor and City Clerk to sign said Agreement on behalf of the City.

SECTION 2. Quarterly payments in the amount of \$16,401.87, totaling \$65,607.48 are to be paid from Account Number 001-0817-521-0-4601 to Motorola, Inc. for the City's portion of the maintenance of the 800 MHz trunking Radio system for 2001 – 2002 fiscal year, and \$18,544.68 from Account Number 124-0819-521-0-4601 for the E911 Telephone System maintenance.

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

PASSED AND APPROVED this 20 day of March, 2002.

APPROVED:
[Signature]
MICHAEL D. BROWN, MAYOR

[Signature]
EDWARD RODGERS, CHAIRPERSON

ATTEST:

[Signature]
DAVID G. SCHNYER, CHAIR PRO-TEM

[MUNICIPAL SEAL]

[Signature]
DONALD R. WILSON

[Signature]
CARRIE E. WARD, CMC/AE
CITY CLERK

[Signature]
SYLVIA LEE BLUE

[Signature]
ELIZABETH "LIZ" WADE
COUNCIL MEMBERS

MOTIONED BY: S. Blue

SECONDED BY: E. Wade

E. RODGERS aye

D. SCHNYER aye

D. WILSON aye

S. BLUE aye

E. WADE aye

REVIEWED AS TO LEGAL SUFFICIENCY
[Signature]
CITY ATTORNEY
CITY OF RIVIERA BEACH

DATE: 3/13/02

RESOLUTION NO. 45-02

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF RIVIERA BEACH, PALM BEACH COUNTY, FLORIDA, AUTHORIZING THE MAYOR, AND CHIEF OF POLICE AND CITY CLERK TO SIGN THE ATTACHED CRIMINAL JUSTICE USER AGREEMENT BETWEEN THE CITY OF RIVIERA BEACH AND THE FLORIDA DEPARTMENT OF LAW ENFORCEMENT, IN ORDER TO FACILITATE USE OF FULL FCIC/NCIC INFORMATION CENTER SERVICES; AND PROVIDING AN EFFECTIVE DATE.

WHEREAS, The City of Riviera Beach has used the FCIC/NCIC System since 1969; and

WHEREAS, the FCIC/NCIC System allows the City's Police Department access to national and international Databases to obtain information on many aspects of Law Enforcement; and

WHEREAS, the use of this system requires execution of a "Criminal Justice User Agreement" provided by F.D.L.E; and

WHEREAS, the agreement was most recently executed in 1999 by the former Chief of Police "Jerry P. Poreba" who retired in June 2001; and

WHEREAS, the pursuant to section 3 "Misc. Requirements" Paragraph 7 requires the execution of a new agreement when there is a change of a department head; and

WHEREAS, a new Chief of Police, "Clarence D. Williams, III", was hired February 10, 2002; and

WHEREAS, the City Council believes it is in the best interest of the Citizens of Riviera Beach to continue to have access to the FCIC/NCIC System.

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

SECTION 1. The City Council authorizes the new Chief of Police, the Mayor and City Clerk to sign the FCIC User Agreement with The Florida Department of Law Enforcement, to facilitate full use of the FCIC/NCIC Information Center Services.

SECTION 2. Three (3) partially executed originals of this agreement will be forwarded to FDLE and their agency will return two fully executed originals of this agreement to the City of Riviera Beach for official records.

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

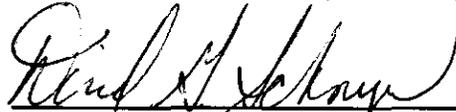
PASSED AND APPROVED this 20 day of March, 2002.

APPROVED:


MICHAEL D. BROWN, MAYOR


EDWARD RODGERS, CHAIRPERSON

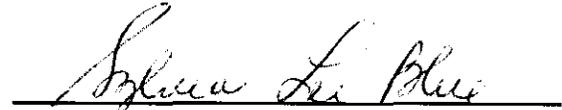
ATTEST:

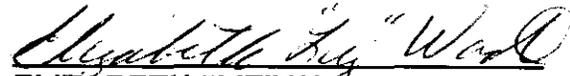

DAVID G. SCHNYER, CHAIR PRO-TEM

[MUNICIPAL SEAL]


DONALD R. WILSON


CARRIE E. WARD, CMC/AE
CITY CLERK


SYLVIA LEE BLUE


ELIZABETH "LIZ" WADE
COUNCIL MEMBERS

MOTIONED BY: S. Blue

SECONDED BY: E. Wade

E. RODGERS aye

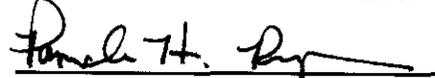
D. SCHNYER aye

D. WILSON aye

S. BLUE aye

E. WADE aye

REVIEWED AS TO LEGAL SUFFICIENCY


CITY ATTORNEY
CITY OF RIVIERA BEACH

DATE: 3/13/02

CRIMINAL JUSTICE USER AGREEMENT

This Agreement, entered into between the Florida Department of Law Enforcement (hereinafter referred to as FDLE), an agency of the State of Florida with headquarters at 2331 Phillips Road, Tallahassee, Florida and the Riviera Beach P.D., with headquarters at P.O. Drawer 10682, Riviera Beach, FL 33419, (hereinafter referred to as the User).

This User agreement is designed for use with all Florida criminal justice agencies, if your agency does not perform a specific function, the provisions regarding that function will not apply to your agency.

Witnesseth that: Whereas, FDLE is authorized by law to establish and operate the Florida Crime Information Center (hereinafter FCIC) for the exchange of information relating to crimes, criminals and criminal activity;

Whereas, FDLE participates in the National Crime Information Center (hereinafter NCIC), a service of the United States Department of Justice, the Interstate Identification Index (hereinafter III), and the National Law Enforcement Telecommunication System (hereinafter NLETS) and serves as Florida's Control Terminal Agency for the interstate transmission of criminal justice information to and from agencies in Florida and agencies in the continental United States, Alaska, Hawaii, Canada and Puerto Rico;

Whereas, the User requires access to intrastate and interstate criminal justice information systems provided by FDLE through the Florida Criminal Justice Network (hereinafter CJNet) in order to effectively discharge its public duties;

Whereas, FDLE will facilitate local law enforcement and other criminal justice agencies requests to participate in the information services provided on CJNet, provided the User agrees to abide by applicable federal and state laws; administrative code, and all policies, procedures and regulations related to these systems. FDLE retains full control over the management and operation of CJNet and FCIC.

Therefore, in consideration of the mutual benefits to be derived from this Agreement, the FDLE and User do hereby agree as follows:

SECTION I FCIC/NCIC FDLE

FDLE is duly authorized and agrees to ensure access to the information services provided on CJNet and adhere to the following:

1. Serve as the Control Terminal Agency for the State of Florida and provide the User with access to criminal justice information as is available in the FCIC/NCIC systems and NLETS through CJNet, and to serve as the means of exchanging criminal justice information between the User and other criminal justice agencies on CJNet.

2. Provide the opportunity for FCIC certification/re-certification training.
3. Upon request, assist User with orientation concerning privacy and security requirements imposed by state and federal laws, rules and regulations.
4. Provide state criminal history record check services for non-criminal justice purposes as provided by law.
5. Act as the central state repository; provide identification, record keeping, and exchange of criminal history record information services.

SECTION II FCIC/NCIC USER REQUIREMENTS

By accepting access as set forth above, User agrees to adhere to the following to ensure continuation of access:

1. **USE OF THE SYSTEM:** Information obtained from the FCIC/NCIC files, or computer interfaces to other state or federal systems, by means of access granted through CJNet can only be used for criminal justice purposes in compliance with FCIC/NCIC and III rules, regulations and operating manuals, state and federal law. It is the responsibility of the agency to insure access to CJNet is for authorized criminal justice purposes only, and to regulate proper use of the network and information at all times. Agencies accessing the FCIC/NCIC systems must establish appropriate written standards, which may be incorporated with existing codes of conduct, for disciplining violators of FCIC and NCIC policy.

Agencies that interface between FDLE and other criminal justice agencies must abide by all of the provisions of this agreement. Agencies that access FDLE systems by interfacing through other agencies must, likewise, abide by all provisions of this agreement.

- a. **MESSAGES:** Send only law enforcement and other criminal justice messages over and through the CJNet. All messages will be treated as privileged unless otherwise indicated. User should make prudent use of regional and statewide broadcast message requests. All messages must use plain text in the message.
- b. **COMPLIANCE:** Operate the workstation in strict compliance with applicable FCIC, NCIC and NLETS policies including, but not limited to, policies, practices and procedures relating to:

- i) **TIMELINESS:** FCIC/NCIC records must be entered, modified, cleared, and canceled promptly in order to ensure system effectiveness. Agencies that perform FCIC/NCIC updates for other agencies must comply with timeliness requirements for the records entered for other agencies as well.
- ii) **HOT FILE ENTRIES:** User agencies that do maintain a 24-hour, seven-day a week operation will be allowed to make entries into the FCIC/NCIC Hot Files.
 - (a) Agencies making entries for another law enforcement agency must execute an Interagency Agreement outlining each agency's responsibilities.
 - (b) Hot File entries are subject to placement on the Internet, unless explicitly flagged by the entering agency for exclusion.
 - (c) Agencies making entries into the FCIC/NCIC Hot Files must designate a Point of Contact for potential tips resulting from the posting of records on the Internet who will be responsible for any follow up activities deemed appropriate by the agency.
- iii) **QUALITY ASSURANCE:** Appropriate and reasonable quality assurance procedures must be in place to ensure all entries in FCIC/NCIC are complete, accurate, and valid.
- iv) **VALIDATION:** The User must validate all records that the agency has entered into the system for accuracy and retention. To be in compliance with FCIC/NCIC and III rules, regulations and operating manuals, the User must ensure each record is modified to confirm the successful validation of each record on file in FCIC/NCIC. Each agency responsible for entries in FCIC/NCIC Hot Files is responsible for maintaining written validation procedures.
- v) **HIT CONFIRMATION:** User must comply with FCIC/NCIC rules, regulations and operating procedures by responding to the hit confirmations in a timely manner (within ten minutes or one-hour depending on priority).
- vi) **DISSEMINATION:** Information obtained from the FCIC files, or obtained through computer interfaces to other state or federal systems, by means of access granted pursuant to Section 943.0525, F.S., can only be used for criminal justice purposes. The information available in this way through the services of FCIC is restricted to law enforcement and other criminal justice agencies for official use only. Information retrieved from FCIC by direct access is not to be made

available under provisions of public records law (Chapter 119 F.S.). Compliance with Chapter 119, F.S., is accomplished by directing record requests to FDLE per Chapter 11C-6, F.A.C., and section 943.053(3), F.S. It is the responsibility of the authorized agency to ensure that access to the CJNet is for authorized criminal justice purposes only, and to regulate proper use of the network and information at all times.

Disseminate criminal history record information derived from federal records or systems only to criminal justice agencies and only for criminal justice purposes. Criminal justice purposes include criminal justice employment screening.

vii) **RETENTION:** III records, which are maintained, must be kept in a secure records environment. Copies of III data obtained from FCIC/NCIC must be secured to prevent any unauthorized access to or use of the data.

(a) Retention of III records for extended periods should only be considered when the time sensitivity of the specific record is important.

(b) When retention of III records is no longer required, final disposition will be accomplished in a secure manner in compliance with state law, FCIC/NCIC and III rules, regulations and operating manuals to preclude unauthorized access.

viii) **III TRANSMISSION:** Any electronic device that uses wireless or radio technology to transmit data may be used for the transmission of III records only when an officer determines there is an immediate need for this information to further an investigation or there is a situation affecting the safety of an officer or the general public.

A facsimile machine may be used to transmit III between criminal justice agencies, provided both agencies have an NCIC Originating Agency Identifier (ORI) and are authorized to receive criminal history information. Appropriate measures must be taken to prevent unauthorized viewing or receipt by unauthorized persons.

ix) **LOGGING:** Each interface agency accessing FCIC/NCIC Hot File and III systems shall ensure that an automated log is maintained. The Hot File portion of this log must be maintained for a minimum of six months, and the III portion must be maintained for a minimum of four years.

- (a) Automated logging is a feature included in the application software provided by FDLE and local agencies are encouraged to retain these logs for future reference. Agencies purchasing or developing an interface to FCIC **must ensure** logging is an included feature.
 - (b) The automated transaction log must identify: the operator on III transactions, the agency authorizing all transactions, the requester and secondary recipient. This information can be captured at log-on and can be a name, badge number, serial number, or other unique number.
 - (c) The User must maintain a record of any dissemination of state or federal criminal history information. This record will reflect as a minimum: (1) date of release; (2) to whom the information relates; (3) to whom the information was released; (4) the State Identification (SID) and/or the FBI number(s); and (5) the purpose for which the information was requested.
- x) **INFORMATION ACCESS:** Allow only law enforcement and other criminal justice agency personnel who have been properly screened to have access to information contained within the FCIC/NCIC system or other state criminal justice information system files. The user will also provide assistance to other law enforcement or criminal justice agencies not equipped with an FCIC workstation in compliance with FCIC/NCIC and III rules, regulations and operating manuals, but only to the extent that such assistance is not otherwise prohibited. Interagency User Agreements are required when access to CJNet is provided to another agency.
 - xi) **WORKSTATION:** FDLE is not responsible for the workstation acquisition, maintenance, operation, repair, supplies or workstation operation personnel costs. The user must notify FDLE immediately, should the workstation malfunction or become inoperable. All costs associated with returning the workstation to operation, other than CJNet costs, will be the User's responsibility. FDLE will assist with executing trouble-shooting procedures.
 - xii) **OPERATOR RECORDS:** Maintain records of certified FCIC operators and require employees to successfully complete FCIC Certification. User agrees to remove from FCIC access any employee who fails to achieve required certification standards, whose certification has expired, whose certificate is otherwise rescinded or as directed by FDLE.

2. **AUDITS:** All agencies having access to CJNet, FCIC/NCIC and the III data shall permit an FDLE appointed inspection team to conduct inquiries with regard to any allegations or potential security violations, as well as routine audits.

FDLE conducts biennial compliance and technical security audits of every agency to ensure network security, conformity with state law, FCIC/NCIC and III rules, regulations, and operating manuals. Compliance and technical security audits may be conducted on a more frequent basis if, for example, an agency fails to meet established standards, or a potential security concern is identified.

3. **TRAINING:** Each agency is responsible for complying with training requirements established in FCIC/NCIC and III rules, regulations and operating manuals. FDLE provides this training for local agencies' FCIC instructors throughout the state. Each agency is responsible for remaining current in the applications, procedures, and policies and ensuring personnel attend these training sessions.

- a. Only operators who have successfully completed FCIC/NCIC certification testing shall be allowed to have unsupervised access to the FCIC/NCIC system.
- b. FCIC/NCIC operators who are in their initial six months of assignment may be permitted supervised access to FCIC. Operators must become certified within six-months.

4. **RELOCATION:** The user must **provide FDLE written notice 90 days in advance, should User desire to relocate the data circuit(s) and FDLE equipment** connected to Users' workstation. All costs associated with the relocation of the equipment and the data circuit(s), including delays in work order dates, will be borne by User unless FDLE has funding to make changes without charge. The repair and cost of any damages resulting from such relocation will be the User's responsibility. The User must also provide 90 days advance notice when requesting additional access to the CJNet.

5. **LIABILITY:** User understands that the FDLE, its officers, and employees shall not be liable in any claim, demand, action, suit, or proceeding, including, but not limited to, any suit in law or in equity, for damages by reason of, or arising out of, any false arrest or imprisonment or for any loss, cost, expense or damages resulting from or arising out of the acts, omissions, or detrimental reliance of the personnel of the User in entering, removing, or relying upon information in the FCIC/NCIC and NLETS information systems.

6. **CRIMINAL HISTORY RECORDS:** FDLE is authorized to establish an intrastate automated fingerprint identification systems (IAFIS) and identification and intrastate systems for the communication of vital statistics and information relating to crimes, criminals and criminal activity.

FDLE has received funding from the United States Department of Justice and is subject to and must demand intrastate Users of its criminal history record services adhere to US Code (28 U.S.C. section 534, State Statute (Chapter 943 F.S.), Code of Federal Regulations (28 C.F.R. Part 20), Florida Administrative Code (Chapter 11C-6, F.A.C.), FCIC/NCIC and III rules, regulations and operating manuals which this agreement incorporates both present and future. Additionally, the User will:

- a. Provide for inclusion in criminal history records information systems, adult and juvenile criminal fingerprint cards or automated fingerprints on all felony arrests, adult criminal fingerprint impressions on all misdemeanors and comparable ordinance violation arrests, and juvenile fingerprint cards or automated fingerprints on misdemeanor arrests specified at Section 943.051, F.S. The submission of other juvenile misdemeanor arrest fingerprint cards is optional.
- b. Establish a mechanism to collect and submit disposition data of criminal arrests to FDLE for inclusion in the centralized criminal history record information system as required by law.
- c. Provide security for criminal history record information and systems. Train personnel who receive, handle or have access to criminal history record information.
- d. Screen all personnel who will have direct access to criminal history record information and reject for employment personnel who have violated or appear unwilling or incapable of abiding by the requirements outlined in this agreement.
- e. Defer to FDLE on any determination as to what purposes qualify for criminal justice versus non-criminal justice designation.
- f. Pursuant to a signed interagency agreement as authorized by Florida Statutes and/or federal regulations, the User may share state criminal history record information. Dissemination of information requires compliance with all applicable statutes, FCIC, rules, regulations, and procedures. Agencies must maintain confidentiality of such record information that is otherwise exempt from Section 119.07(1), F.S., as provided by law.

SECTION III SECURITY REQUIREMENTS

Each agency must ensure compliance with FCIC/NCIC, III and NLETS rules, regulations, procedures and security policies, which include but are not limited to System Security, Personnel Security, Physical Security, User Authorization, Technical Security, Dissemination of Information Obtained from the Systems, and Destruction of Records. By accepting access as set forth above, the agency agrees to adhere to the following NCIC policies in order to ensure continuation of that access:

1. **PERSONNEL BACKGROUND SCREENING and POLICY FOR DISCIPLINE:** The User is required to conduct a background investigation on all terminal operators, programmers, consultants, other persons employed or utilized to effectuate access to or initiate transmission of FCIC/NCIC information, and custodial, support, and/or contractor personnel accessing terminal areas unescorted by authorized personnel. Good management practices dictate the investigation should be completed prior to employment, but must, at a minimum, be conducted within the first 30 days of employment or assignment. Before the background is completed the following requirements must be met:
 - a. The User must conduct an on-line criminal justice employment check.
 - b. The User must submit fingerprint cards for positive fingerprint comparison against the state and national criminal history and hot files.
 - c. If a record of any kind is found, during the first two steps, the User will not permit the operator to have access to FCIC/NCIC access. The User will formally notify FDLE indicating access will be delayed pending review of the criminal history.
 - d. When identification of the applicant has been established by fingerprint comparison and the applicant appears to be a fugitive, have pending criminal charges, or have an arrest history for a felony or serious misdemeanor, the user will notify FDLE. If the applicant is found to be a fugitive from justice or to have been convicted of a felony or serious misdemeanor, the matter will be referred to FDLE for review.
 - e. Applicants who are found to have a felony conviction will generally be denied access to FCIC/NCIC. If a determination is made by FDLE that FCIC/NCIC access by the applicant would not be in the public interest, such access will be denied and the user agency will be notified in writing of the access denial.
 - f. Each agency must have a written policy for discipline of personnel who access these systems for purposes that are not authorized, disclose information to unauthorized individuals, or violate FCIC/NCIC and III rules, regulations or procedures.
2. **PHYSICAL SECURITY:** Each agency must have a written policy that ensures and implements security measures, which secures the FCIC/NCIC workstation and prevents unauthorized use or viewing of information on the workstation. The use of screen blanking software with password protection is recommended for Mobile Data Computers or for computers when the operator may leave the computer unsupervised. FDLE reserves the right to object to equipment location, security measures, qualifications and number of personnel who will be accessing FCIC and to suspend or withhold service until such matters are corrected to its reasonable satisfaction.

3. **ADMINISTRATIVE SECURITY:** Each agency utilizing information services provided through CJNet must designate individual agency contacts who will assist the agency and FDLE with the information services covered by this agreement. Training for these positions is provided by FDLE, and the User must ensure that its designee is keenly aware of the duties and responsibilities of each respective position. The User is required to provide FDLE with up-to-date contact information.

a. **TERMINAL AGENCY COORDINATOR:** Agencies accessing the FCIC/NCIC system must designate a Terminal Agency Coordinator (TAC) to ensure compliance with FCIC/NCIC and III rules, regulations and procedures, and to facilitate communication between FDLE and the agency. The TAC must maintain a current FCIC Certification.

b. **SECURITY OFFICER:** Agencies accessing the FCIC/NCIC system and/or the Florida Criminal Justice Network (CJNet), must designate a security officer to ensure security of the FCIC/NCIC workstations, the connection to CJNet, and any access to the information services provided on CJNet to or by the User.

c. **CJNet POINT OF CONTACT:** Agencies accessing applications using Public Key Infrastructure (PKI) security certificates on CJNet must designate a Point of Contact (POC). The POC will receive and approve the issuance and revocation of PKI certificates for agency members.

4. TECHNICAL SECURITY

a. **DIAL-UP SERVICES:** Establishing dial-up services to FCIC/NCIC and CJNet will be permitted provided the User establishes appropriate security measures to ensure compliance with all rules, regulations, procedures, and the CJIS Security Policy.

b. **ENCRYPTION:** The use of encryption is required for methods of transmission, and must comply with all rules regulations, procedures, and standards established in the CJIS Security Policy.

c. **DOCUMENTATION OF NETWORK CONFIGURATION:** User must complete and be able to provide upon request a diagram of devices, and networks that are connected to the CJNet, as well as a list of entities attached to the networks. Identification of security devices, methods and types of encryption deployed, Internet connections, connections to other networks, dial-up services and any other connection that may provide access to CJNet must be included in the network diagram. This documentation must be routinely updated and provided when a compliance and technical security audit is conducted or when requested by FDLE.

5. **SECURITY AUTHORITY:** All policies, procedures and operating instructions presently contained in current CJIS Security Policy, NCIC and NLETS documents, operating manuals and technical memoranda, are hereby incorporated into and made a part of this agreement, except to the extent that they are inconsistent herewith or legally superseded by higher authority.
6. **WORKSTATION SOFTWARE LICENSE:** The FCIC II Workstation Software license from Datamaxx is provided with the Linxx2020 software documentation in the Supplemental Documents section, and may also be found on CJNet in the FCIC II website. The FCIC II Workstation Software license is made a part of and incorporated by reference into this User Agreement and shall be binding on the User upon acceptance of the software.

SECTION III MISCELLANEOUS REQUIREMENTS

1. **PENALTIES AND LIABILITIES:** Any non-compliance with the terms of this Agreement concerning the use and dissemination of criminal history information may subject the User's officers or employees to a fine not to exceed \$10,000 as provided for in the Code of Federal Regulations, Title 28, Section 20.25, and/or discontinuance of service. Moreover, certain offenses against system security and the information contained therein are crimes under Florida Statutes and can result in criminal prosecution.
2. **PROVISIONS INCORPORATED:** User shall be bound by applicable federal and state laws, federal regulations and the rules of FDLE to the same extent that User would be if such provisions were fully set out herein. Moreover, this Agreement incorporates both present and future law, regulations and rules.
3. **TERMINATION:** Either party may terminate this Agreement, with or without cause, upon providing advanced written notice of 45 days. Termination for cause includes but is not limited to any change in the law that affects either party's ability to substantially perform as originally provided in this Agreement. Should the aforementioned circumstances arise, either party may terminate or modify the Agreement accordingly.

FDLE reserves the right to terminate service, without notice, upon presentation of reasonable and credible evidence that User is violating this Agreement or any pertinent federal or state law, regulation or rule.

4. **MODIFICATIONS:** Modifications to the provisions in this Agreement shall be valid only through execution of a formal Agreement amendment.
5. **ACCOUNTABILITY:** To the extent provided by the laws of Florida, User agrees to be responsible for the negligent acts or omissions of its personnel arising out of or involving any information contained in, received from, entered into or through FCIC/NCIC and NLETS.

6. **ACKNOWLEDGEMENT:** User hereby acknowledges the duties and responsibilities as set out in this Agreement. User acknowledges that these duties and responsibilities have been developed and approved by FCIC/NCIC to ensure the reliability, confidentiality, completeness, and accuracy of all records contained in or obtained by means of the FCIC/NCIC System. User further acknowledges that failure to comply with these duties and responsibilities will subject its access to various sanctions as approved by the Criminal Justice Information Services Advisory Policy Board. These sanctions may include termination of NCIC services to the User agency. User may appeal these sanctions through its Control Terminal Agency.

7. **TERM OF AGREEMENT:** This agreement will remain in force until it is determined by FDLE that a new agreement is required. The User Agency should initiate the execution of a new agreement when a change of agency head occurs.

IN WITNESS HEREOF, the parties hereto have caused this agreement to be executed by the proper officers and officials.

NAME OF USER AGENCY Riviera Beach Police Department

AGENCY HEAD

Clarence Williams, III
(SIGNATURE of Agency Head)

Date: March 20, 2002

Clarence Williams, III TITLE Chief of Police
(PLEASE PRINT)

Alzen E. Floyd, II #2072, Budgeting Lieutenant
(SIGNATURE of Witness / Title)

Date: March 22, 2002

Michael D. Brown
Michael D. Brown, Mayor

Reviewed as to Legal Sufficiency

Carrie E. Ward 3/20/02
Carrie E. Ward, CMC / AAE
City Clerk

Pamela H. Ry
City Attorney

Date: 3/13/02

FLORIDA DEPARTMENT OF LAW ENFORCEMENT

BY Donna M. Uzzell TITLE Director, CIS
(PLEASE PRINT)

Donna M. Uzzell
(SIGNATURE)

DATE 4/13/02

WITNESS Rugina Bates TITLE Admin. Asst.

Attachment

DESIGNATED CONTACTS: User hereby acknowledges and agrees to designate and maintain the contacts specified in this Agreement. The contacts designated at the signing of this Agreement are as follows:

DESIGNATED CONTACTS

Agency: Riviera Beach Police Department
(PLEASE PRINT)

Date: February 20, 2002

TERMINAL AGENCY COORDINATOR

Name: Alzen F. Floyd II #2072 **TITLE** Lieutenant of Budgeting
(PLEASE PRINT)

Phone: (561) 845-3424

Fax: (561) 848-0779

e-mail: afloyd@rivierabch.com

SECURITY OFFICER

Name: Kenneth Patterson **TITLE** Police Officer
(PLEASE PRINT)

Phone: (561) 845-4184

Fax: (561) 848-0779

e-mail: kpatterson@rivierabch.com

CJNet POINT of CONTACT

Name: Nellie M. Cooper **TITLE** Staff Assistant II
(PLEASE PRINT)

Phone: (561) 845-4128

Fax: (561) 845-4022

e-mail: ncooper@rivierabch.com

FCIC Public Access System (PAS) Contact

Name: Patrick Galligan **TITLE** Detective Sergeant
(PLEASE PRINT)

Phone: (561) 845-4193

Fax: (561) 845-4171

e-mail: pgalligan@rivierabch.com

PAS TIP Information:

PAS TIP Phone: (561) 845-4162

PAS TIP e-mail: Crimetip@rivierabch.com

RESOLUTION NO. 46-02

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF RIVIERA BEACH, PALM BEACH COUNTY, FLORIDA, APPROVING CHANGE ORDERS IN THE AMOUNT OF \$54,239.60 INCREASING AND AMENDING THE CONTRACT AMOUNT FROM \$447,073.00 TO \$501,312.60 FOR WINGATE CORPORATION DUE TO AN INCREASE IN THE COSTS ASSOCIATED WITH THE REPAIR/REPLACEMENT OF THE UTILITIES DEPARTMENT ROOF. ADDITIONALLY, THAT COUNCIL AUTHORIZE THE INTERIM FINANCE DIRECTOR TO TRANSFER FUNDS IN THE AMOUNT OF \$54,239.60 FROM ACCOUNT NUMBER 402-1438-5350-4606 (REPAIR & MAINTENANCE-LINES) TO ACCOUNT NUMBER 402-1437-5330-4602 (REPAIR & MAINTENANCE-BUILDING); AND AUTHORIZING THE MAYOR AND FINANCE DIRECTOR TO PAY THIS AMOUNT FROM ACCOUNT NUMBER 402-1437-5330-4602.

WHEREAS, Via Resolution No. 187-01, Wingate Corporation was approved by Council to replace the roof, trusses, and roof substructure of the Utilities Administration Building due to deteriorated conditions beyond repair.

WHEREAS, As a result of the extensive work that had to be performed, Change Orders were initiated for the accomplishment of work that was not originally identified in the contract.

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 **Change Orders – Wingate Corporation** in the amount of \$54,239.60 increasing and amending the original contract amount for this project from \$447,073.00 to \$501,312.60.

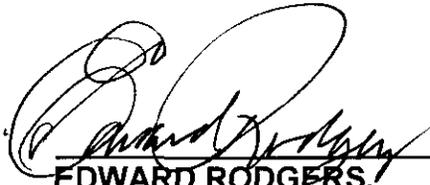
Section 2: That the City Council authorize the transfer of funds in the amount of \$54,239.60 from Account No. 402-1438-5350-4606 to 402-1437-5330-4602.

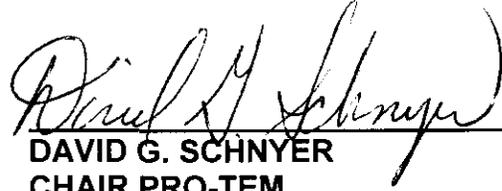
Section 3: That the City Council authorize the Mayor and Finance Director to pay this amount from Account Number: 402-1437-5330-4602.

Section 4: This Resolution shall take effect upon its passage and adoption by the City Council.

APPROVED:


MICHAEL D. BROWN,
MAYOR


EDWARD RODGERS,
CHAIRPERSON


DAVID G. SCHNYER
CHAIR PRO-TEM

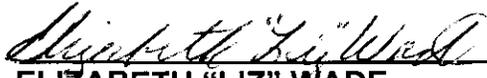
(MUNICIPAL SEAL)


DONALD R. WILSON

ATTEST:

CARRIE E. WARD, CMC/AE
CITY CLERK


SYLVIA LEE BLUE


ELIZABETH "LIZ" WADE
COUNCIL MEMBERS

MOTIONED BY: S. Blue

SECONDED BY: E. Wade

E. RODGERS aye

D. SCHNYER aye

D. WILSON aye

S. BLUE aye

E. WADE aye

REVIEWED AS TO LEGAL SUFFICIENCY


PAMELA H.
CITY ATTORNEY
CITY OF RIVIERA BEACH

DATE: 3/12

RESOLUTION NO. 47-02

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF RIVIERA BEACH, PALM BEACH COUNTY, FLORIDA, APPROVING AND AUTHORIZING THE MAYOR AND INTERIM FINANCE DIRECTOR TO TRANSFER FUNDS IN THE AMOUNT OF \$50,000 FROM THE UTILITIES CONTINGENCY ACCOUNT NO. 401-1437-5330-5999 INTO THE UTILITIES OPERATING SUPPLIES – OTHER ACCOUNT NO. 401-1437-5330-5206 FOR THE PURPOSE OF PURCHASING THE RADIO-READ METERS APPROVED BY COUNCIL VIA RESOLUTION NO. 24-02, DATED FEBRUARY 20, 2002.

WHEREAS, it is necessary to transfer funds in the amount of \$50,000 from the Utilities Contingency Account No. 401-1437-5330-5999 to the Utilities Operating Supplies – Other Account No. 401-1437-5330-5206 to purchase radio-read meters, which was approved by Council on February 20, 2002 – Resolution No. 24-02.

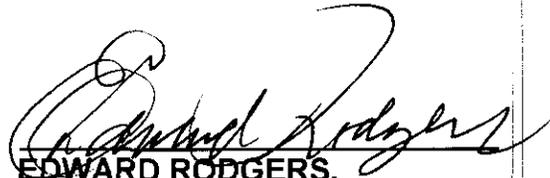
NOW, THEREFORE, BE IT RESOLVED BY THE CITY COUNCIL OF THE CITY OF RIVIERA BEACH, PALM BEACH COUNTY, FLORIDA, AS FOLLOWS:

Section 1: That the City Council hereby authorizes the Interim Finance Director to transfer funds in the amount of \$50,000 from the Utilities Contingency Account No. 401-1437-5330-5999) into the Utilities Operating Supplies – Other Account No. 401-1437-5330-5206.

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

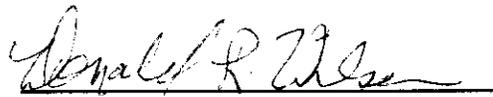
APPROVED:


MICHAEL D. BROWN,
MAYOR

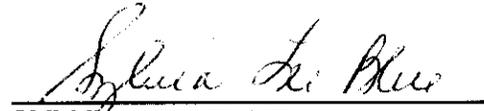

EDWARD RODGERS,
CHAIRPERSON


DAVID G. SCHNYER
CHAIR PRO-TEM

(MUNICIPAL SEAL)


DONALD R. WILSON

ATTEST:
 3/29/02
CARRIE E. WARD, CMC/AAE
CITY CLERK


SYLVIA LEE BLUE


ELIZ BETH "LIZ" WADE
COUNCIL MEMBERS

MOTIONED BY: S. Blue

SECONDED BY: E. Wade

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: 0

RESOLUTION NO. 48-02

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF RIVIERA BEACH, PALM BEACH COUNTY, FLORIDA, APPROVING THE STIPULATED SETTLEMENT AGREEMENT BETWEEN THE CITY OF RIVIERA BEACH, THE DEPARTMENT OF COMMUNITY AFFAIRS, AND MARTHA BABSON, FOR THE CHALLENGES TO THE COMPREHENSIVE PLAN AMENDMENTS; AND PROVIDING AN EFFECTIVE DATE.

WHEREAS, on November 7, 2001 the City of Riviera Beach adopted the 2001 Comprehensive Plan per Ordinance No. 2898; and

WHEREAS, on December 31, 2001, the Department of Community Affairs published a Notice of Intent to Find the City of Riviera Beach Comprehensive Plan In Compliance; and

WHEREAS, Martha Babson filed an objection to the Department of Community Affairs Notice of Intent to Find the City's Comprehensive Plan In Compliance; and

WHEREAS, the City entered into mediation with Martha Babson regarding her objection; and

WHEREAS, the City has entered into a stipulated settlement agreement with Martha Babson; and

WHEREAS, Martha Babson requested certain language be added to the 2001 Comprehensive Plan's Future Land Use and Recreation and Open Space Element; 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 Martha Babson agrees to dismiss her objection to the Comprehensive Plan, and the city hereby agrees to add the following policies to the 2001 Comprehensive Plan:

Future Land Use Element; Policy 1.11.1 will be revised to read:

No later than the end of 2002, the City, in coordination with the CRA, shall perform an archeological and historic survey of the downtown redevelopment area. No structural disturbance of the restored Spanish Courts will occur prior to completion of the survey.

RESOLUTION NO. 48-02

PAGE 2

Recreation and Open Space Element; Policy 1.2.1(13) of the Comprehensive Plan, the City will insert the following language, in reference to the possible relocation of Bicentennial Park: "Any such relocation would comply with the rules of the state and federal agencies responsible for the administration of Land and Water Conservation Fund projects."

The City shall include in the Future Land Use Element of the Comprehensive Plan, a map or map series identifying its historic resources, including Spanish Courts and the Florida Department of State's Archeological Site 8PB30.

SECTION 2. That the Stipulated Settlement Agreement between the City of Riviera Beach, the Department of Community Affairs, and Martha Babson is attached as "Exhibit A" and made a part of this resolution.

SECTION 3. That this resolution shall take effect immediately upon its approval.

RESOLUTION NO. 48-02
PAGE -3-

PASSED AND APPROVED this 20 day of March, 2002

APPROVED:

[Signature]
MAYOR MICHAEL D. BROWN

[Signature]
EDWARD RODGERS, CHAIRPERSON

(MUNICIPAL SEAL)

[Signature]
DAVID G. SCHNYER, CHAIR PRO-TEM

[Signature]
DONALD R. WILSON

[Signature]
SYLVIA LEE BLUE

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

[Signature]
ELIZABETH "LIZ" WADE
COUNCIL MEMBERS

MOTIONED BY: D. Wilson

SECONDED BY: E. Wade

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

REVIEWED AS TO LEGAL SUFFICIENCY
City Attorney

[Signature]
City of Riviera Beach

Date: 3/13/02

RESOLUTION NO. 49-02

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF RIVIERA BEACH, PALM BEACH COUNTY, FLORIDA, APPROVING THE STIPULATED SETTLEMENT AGREEMENT BETWEEN THE CITY OF RIVIERA BEACH, THE DEPARTMENT OF COMMUNITY AFFAIRS, AND GERALD WARD, FOR THE CHALLENGES TO THE COMPREHENSIVE PLAN AMENDMENTS; AND PROVIDING AN EFFECTIVE DATE.

WHEREAS, on November 7, 2001 the City of Riviera Beach adopted the 2001 Comprehensive Plan per Ordinance No. 2898; and

WHEREAS, on December 31, 2001, the Department of Community Affairs published a Notice of Intent to Find the City of Riviera Beach Comprehensive Plan In Compliance; and

WHEREAS, Gerald Ward filed an objection to the Department of Community Affairs Notice of Intent to Find the City's Comprehensive Plan In Compliance; and

WHEREAS, the City entered into mediation with Gerald Ward regarding his objections; and

WHEREAS, the City has entered into a stipulated settlement agreement with Gerald Ward; and

WHEREAS, Gerald Ward requested certain language be added to the 2001 Comprehensive Plan's Future Land Use, Recreation and Open Space, and the Public Infrastructure Elements; and

WHEREAS, Gerald Ward has requested that the Future Land Use Map be amended to depict accurate corporate boundaries of the City.

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

SECTION 1. That Gerald Ward agrees to dismiss his objection to the Comprehensive Plan, and the city hereby agrees to add the following policies to the 2001 Comprehensive Plan:

Future Land Use Element; Policy 1.11.1 will be revised to read:

No later than the end of 2002, the City, in coordination with the CRA, shall perform an archeological and historic survey of the downtown redevelopment area. No structural disturbance of the restored Spanish Courts will occur prior to completion of the survey.

Future Land Use Element; Policy 1.1.20: new policy

"By 2004, the City, in coordination with the CRA, shall evaluate continuing the existing waterfront land uses within the Future Land Use Map Mixed Use areas, in the context of the overall goals and objectives of redevelopment.

Recreation and Open Space Element; Policy 1.2.1(13) of the Comprehensive Plan, the City will insert the following language, in reference to the possible relocation of Bicentennial Park: "Any such relocation would comply with the rules of the state and federal agencies responsible for the administration of Land and Water Conservation Fund projects."

The City shall include in the Future Land Use Element of the Comprehensive Plan, a map or map series identifying its historic resources, including Spanish Courts and the Florida Department of State's Archeological Site 8PB30.

Public Infrastructure Element: Policy 1.7.2 The City agrees to add at the end of the policy "by complying with the Palm Beach County Department of Environmental Resource Management and all other appropriate agency requirements."

Jurisdictional Boundaries: The City will prepare and include in the Comprehensive Plan a revised Future Land Use Map depicting the accurate corporate boundaries of the City. All other maps included within the Comprehensive Plan will be amended accordingly.

SECTION 2. That the Stipulated Settlement Agreement between the City of Riviera Beach, the Department of Community Affairs, and Gerald Ward is attached as "Exhibit A" and made a part of this resolution.

SECTION 3. That this resolution shall take effect immediately upon its approval.

RESOLUTION NO. 49-02
PAGE -3-

PASSED AND APPROVED this 20 day of March, 2002

APPROVED:

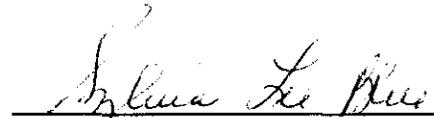

MAYOR MICHAEL D. BROWN


EDWARD RODGERS, CHAIRPERSON

(MUNICIPAL SEAL)

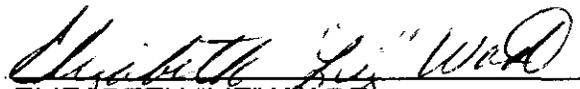

DAVID G. SCHNYER, CHAIR PRO-TEM


DONALD R. WILSON


SYLVIA LEE BLUE

ATTEST:

CARRIE E. WARD, CMC/AAE
CITY CLERK

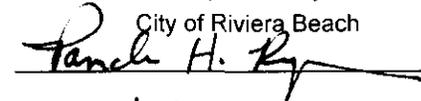

ELIZABETH "LIZ" WADE
COUNCIL MEMBERS

MOTIONED BY: S. Blue

SECONDED BY: E. Rodgers

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

REVIEWED AS TO LEGAL SUFFICIENCY
City Attorney


City of Riviera Beach

Date: 3/13/02

RESOLUTION NO. 50-02

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF RIVIERA BEACH, PALM BEACH COUNTY, FLORIDA, APPROVING THE STIPULATED SETTLEMENT AGREEMENT BETWEEN THE CITY OF RIVIERA BEACH, THE DEPARTMENT OF COMMUNITY AFFAIRS, AND DR. BAYARD AND MARILYN MOFFITT, FOR THE CHALLENGES TO THE COMPREHENSIVE PLAN AMENDMENTS; AND PROVIDING AN EFFECTIVE DATE.

WHEREAS, on November 7, 2001 the City of Riviera Beach adopted the 2001 Comprehensive Plan per Ordinance No. 2898; and

WHEREAS, on December 31, 2001, the Department of Community Affairs published a Notice of Intent to Find the City of Riviera Beach Comprehensive Plan In Compliance; and

WHEREAS, Dr. Bayard and Marilyn Moffitt filed an objection to the Department of Community Affairs Notice of Intent to Find the City's Comprehensive Plan In Compliance; and

WHEREAS, the City entered into mediation with Dr. Bayard and Marilyn Moffitt regarding their objection; and

WHEREAS, the City has entered into a stipulated settlement agreement with Dr. Bayard and Marilyn Moffitt; and

WHEREAS, Dr. Bayard and Marilyn Moffitt requested certain language be added to the 2001 Comprehensive Plan's Recreation and Open Space Element; 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 Dr. Bayard and Marilyn Moffitt agree to dismiss their objection to the Comprehensive Plan, and the City hereby agrees to add the following policy to the 2001 Comprehensive Plan:

Recreation and Open Space Element: Policy 1.1.2 new policy:

"By 2004, the City shall explore all existing or potential parks and other sites which may be a suitable alternative to Redevelopment Plan TC-2, to achieve the intent Policy 1.1.3. to provide one additional opportunity for a water related urban access park with a boat ramp.

RESOLUTION NO. 50-02
PAGE 2

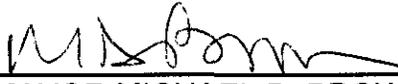
SECTION 2. That the Stipulated Settlement Agreement between the City of Riviera Beach, the Department of Community Affairs, and Dr. Bayard and Marilyn Moffitt is attached as "Exhibit A" and made a part of this resolution.

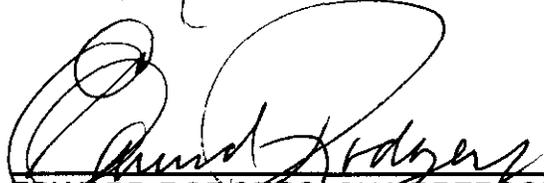
SECTION 3. That this resolution shall take effect immediately upon its approval.

RESOLUTION NO. 50-02
PAGE -3-

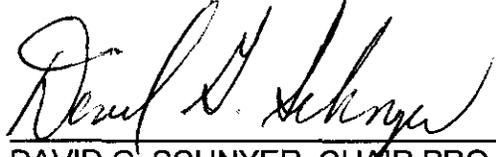
PASSED AND APPROVED this 20 day of March, 2002

APPROVED:

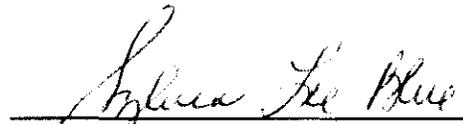

MAYOR MICHAEL D. BROWN

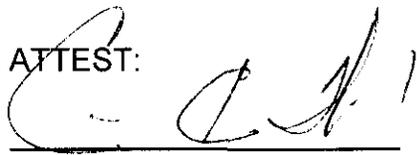

EDWARD RODGERS, CHAIRPERSON

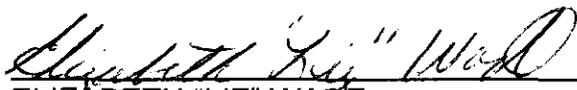
(MUNICIPAL SEAL)


DAVID G. SCHNYER, CHAIR PRO-TEM


DONALD R. WILSON


SYLVIA LEE BLUE

ATTEST:

CARRIE E. WARD, CMC/AAE
CITY CLERK

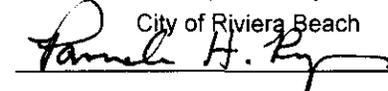

ELIZABETH "LIZ" WADE
COUNCIL MEMBERS

MOTIONED BY: S. Blue

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: 3/13/02

RESOLUTION NO. 51-01

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 825 W. 6TH STREET, RIVIERA BEACH FOR VIOLATIONS THAT ARE IN COMPLIANCE FOR THE AMOUNT OF \$4,000.00; AUTHORIZING THE MAYOR AND CITY CLERK TO ISSUE A RELEASE OF LIEN ON SAID PROPERTIES; AND PROVIDING AN EFFECTIVE DATE.

WHEREAS, property located at 825 W. 6TH Street was found to be in violation of the City's Code of Ordinances on December 19, 1996, pursuant to Case No. CEB 96-190 dated December 19, 1996; and

WHEREAS, liens were filed against the property by the City of Riviera Beach on October 20, 1997, for non-compliance with the Code Enforcement Board's order; and

WHEREAS, Case No. CEB 96-190 was complied by the Code Enforcement Division on February 6, 1998; and

WHEREAS, City staff recommends an offer of settlement with Chris and Alfonse Newbold, sons of Sylvia Newbold (deceased) in the amount of \$4,000.00; 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 properties.

Page -2-

Resolution No. 51-02

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 \$4,000.00 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.

PASSED and APPROVED this 20 day of March, 2002.

APPROVED:

Michael D. Brown
MICHAEL D. BROWN, MAYOR

{MUNICIPAL SEAL}

ATTEST:

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

Edward Rodgers
EDWARD RODGERS, CHAIRPERSON

David G. Schnyer
DAVID G. SCHNYER CHAIRPRO-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: E. Wade

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

Reviewed as to Legal Sufficiency

Janet H. By
City Attorney
City of Riviera Beach

Date: 3/8/02

RESOLUTION NO. 52-02

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 563 W. 6th STREET, RIVIERA BEACH FOR VIOLATIONS THAT ARE IN COMPLIANCE FOR THE AMOUNT OF \$1,700.00; AUTHORIZING THE MAYOR AND CITY CLERK TO ISSUE A RELEASE OF LIEN ON SAID PROPERTIES; AND PROVIDING AN EFFECTIVE DATE.

WHEREAS, property located at 563 W. 6TH Street was found to be in violation of the City's Code of Ordinances on January 7, 1998, pursuant to Case No. CEB 98-009 dated January 7, 1998; and

WHEREAS, liens were filed against the property by the City of Riviera Beach on September 24, 1999, for non-compliance with the Code Enforcement Board's order; and

WHEREAS, Case No. CEB 98-009 was complied by the Code Enforcement Division on October 2, 1998; and

WHEREAS, City staff recommends an offer of settlement with Linda J. Palmer in the amount of \$1,700.00; 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 properties.

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

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

Section 2. *The City Council hereby accepts the sum of \$1,700.00 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.*

PASSED and APPROVED this 20 day of March, 2002.

APPROVED:

[Signature]
MICHAEL D. BROWN, MAYOR

[Signature]
EDWARD RODGERS, CHAIRPERSON

{MUNICIPAL SEAL}

[Signature]
DAVID G. SCHNYER CHAIRPRO-TEM

ATTEST:

[Signature]
DONALD R. WILSON

[Signature]
CARRIE E. WARD, CMC/AE
CITY CLERK

[Signature]
SYLVIA LEE BLUE

[Signature]
ELIZABETH "LIZ" WADE
COUNCIL MEMBERS

Motioned By: S. Blue
Seconded By: E. Wade

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

Reviewed as to Legal Sufficiency
[Signature]
City Attorney
City of Riviera Beach

Date: 3/8/02

RESOLUTION NO. 53-02

RESOLUTION OF THE CITY COUNCIL OF THE CITY OF RIVIERA BEACH, PALM BEACH COUNTY, FLORIDA, APPROVING AN AGREEMENT IN THE AMOUNT OF \$10,000 BETWEEN THE CITY OF RIVIERA BEACH AND THE NORTHWEST RIVIERA BEACH COMMUNITY REDEVELOPMENT CORPORATION A NON-PROFIT ORGANIZATION FOR ACTIVITIES AND PROGRAMS IN THE WEED AND SEED AREA AND AUTHORIZING THE MAYOR AND CITY CLERK TO EXECUTE; PROVIDING FOR AN EFFECTIVE DATE.

WHEREAS, the Northwest Riviera Beach Community Redevelopment Corporation is desirous of entering into an agreement with the City of Riviera Beach to conduct activities and programs in the Weed and Seed Area; and

WHEREAS, the City of Riviera Beach is the recipient of Weed and Seed funding from the Department of Justice's Executive Office of Weed and Seed; and

WHEREAS, the Official Recognition Application submitted on behalf of the City for Fiscal Year 2000 includes the Northwest Riviera Beach Community Redevelopment Corporation as a contributor to the implementation of the Weed and Seed strategy; and

WHEREAS, the Weed and Seed funding for fiscal year 99-00 allocated \$10,000 for activities and programs to be implemented by the Northwest Riviera Beach Community Redevelopment Corporation; and

WHEREAS, the Weed and Seed Neighborhood Advocacy and Planning Team voted to recommend funding in the amount of \$10,000 activities to be performed by the corporation.

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

Section 1. That the agreement between the City of Riviera Beach and the Northwest Riviera Beach Community Redevelopment Corporation for the expenditure of \$10,000 for activities in the Weed and Seed Area is approved.

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

Section 3. This Resolution shall take effect upon its passage.

PASSED AND APPROVED this 20 day of March, 2002

APPROVED:

Michael D. Brown
MICHAEL D. BROWN, MAYOR

Edward Rodgers
EDWARD RODGERS, CHAIRPERSON

{MUNICIPAL SEAL}

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

ATTEST:

Donald R. Wilson
DONALD R. WILSON

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: D. WILSON

Seconded By: E. WADE

E. Rodgers: AYE

D. Schnyer: AYE

D. Wilson: AYE

S. Blue: AYE

E. Wade: AYE

Reviewed as to Legal Sufficiency

Samuel H. Ryan
City Attorney
City of Riviera Beach

Date: 3/14/02

**AGREEMENT BETWEEN CITY OF RIVIERA BEACH
AND NORTHWEST RIVIERA BEACH
COMMUNITY REDEVELOPMENT CORPORATION**

This agreement is made as of the March 20, 2002 by and between the CITY OF RIVIERA BEACH, a political Subdivision of the State of Florida, by and through its City Council, herein after referred to as the CITY, and Northwest Riviera Beach Community Redevelopment Corporation, hereinafter referred to as the NWRBCRC, a not for profit corporation authorized to do business in the State of Florida, whose Federal I.D. number is 65-0352491.

WHEREAS, the City of Riviera Beach has entered into an agreement with the United States ("Department of Justice"); Executive Office of Weed and Seed ("EOWS") for 99-2000 and obtained a grant for the execution and implementation of Weed and Seed activities in the designated targeted area for Weed and Seed; and

WHEREAS, Riviera Beach, in accordance with it's application for Official Recognition Status from the Department of Justice desires to provide seeding activities; and

WHEREAS, the City of Riviera Beach desires to engage the Northwest Riviera Beach Community Redevelopment Corporation to implement such activities;

NOW, THEREFORE in consideration of the mutual premises contained here in the City and the NWRBCRC agrees as follows:

PART I

PURPOSE

The purpose of this Agreement is to state the terms and conditions under which the Northwest Riviera Beach Community Redevelopment Corporation a Non-Profit Organization will implement the scope of services set forth in Part II of this Agreement in the designated Weed and Seed targeted area in the City of Riviera Beach.

PART II

SCOPE OF SERVICES

The NWRBCRC shall, in a satisfactory and proper manner under this agreement determined by the City provide direct seeding services and activities in the Weed and Seed targeted areas throughout the City as identified and contained in Exhibit "A-1". Exhibit "A-2" a map delineates the service area to be served.

PART III

COMPENSATION, TIME OF PERFORMANCE, METHOD AND CONDITIONS OF PAYMENT

1. Maximum Compensation

The NWRBCRC agrees to accept as full payment for eligible services rendered pursuant to this Agreement the actual amount of budgeted, eligible, and approved expenditures and encumbrances. Said services shall be performed in a manner satisfactory to the City. In no event shall the total compensation or reimbursement to be paid hereunder exceed the maximum and total authorized sum of \$10,000.00 for the period of September 20, 2001 through March 31, 2002.

2. Time of Performance

The NWRBCRC shall commence its services effective September 20, 2001 and complete all required services by March 31, 2002.

3. Method of Payment

The City agrees to reimburse the NWRBCRC for all eligible budgeted costs permitted by Federal and State guidelines. In no event shall the City provide advance funding to the Northwest Riviera Beach Community Redevelopment Corporation. Request by the NWRBCRC for payments or reimbursements shall be accompanied by proper documentation of expenditures and shall be reviewed and approved by the City's

designated official and submitted for approval no later than (15) days after the date of payment by the NWRBCRC. Payment shall be made by the City's Finance Department upon proper presentation of invoices and reports approved by the CITY. 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 NWRBCRC must adequately justify their absence, in writing, and furnish copies. Invoices will not be honored if received by the City's 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. Finance Accountability

The City may have a financial system analysis and/or an audit of the NWRBCRC by an independent auditing firm employed by the City at any time the City deems necessary to determine the capability of the organization to fiscally manage the project in accordance with Federal, State and City requirements.

FINAL NOTICE: In order for both parties herein to close their books and records, the NWRBCRC will clearly state "final invoice" on its final/last billing to the City. This certifies that all services have been properly performed and all charges and costs have been invoiced to the CITY OF RIVIERA BEACH. Since this account will thereupon be closed, any further charges, if not properly included on this final invoice, will be deemed waived by the NWRBCRC.

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. Evaluation and Monitoring

The City and the NWRBCRC agree to carry out periodic monitoring and evaluation of the services and activities as determined necessary and that payment, reimbursement, or the continuation of this Agreement is dependent upon satisfactory evaluation conclusions based on the terms of this Agreement. The NWRBCRC agrees to furnish upon request copies of transcriptions of such records and information, as is determined necessary by the CITY. The NWRBCRC shall submit status reports required under this Agreement on forms approved by the City to enable the City to evaluate progress. The NWRBCRC shall provide information as requested to enable the City to complete reports required by the Department of Justice and EOWS. The NWRBCRC shall also allow on site monitoring. Such visits may be scheduled or unscheduled as determined by the City.

7. Personnel

The NWRBCRC represents that it has, or will secure at its own expense, all necessary personnel required to perform the services under this agreement. Such personnel shall not be employees of or have any contractual relationship with the CITY. All of the services required herein shall be performed by the NWRBCRC or under its supervision, and all personnel engaged in performing the services shall be fully qualified and, if required, authorized or permitted under the state and local law to perform such services. Any changes or substitution in the NWRBCRC's key personnel as may be listed in Exhibit "A", must be made known to the CITY and written approval must be granted by the CITY'S designated official before said change or substitution can become effective.

8. Federal and State Tax

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

The NWRBCRC shall be responsible for payment of its own and its share of its employee's payroll taxes and benefits with respect to this agreement.

9. Availability of Funds

The CITY's performance and obligation to pay under this agreement is based upon the annual appropriation for its purpose as set by the CITY OF RIVIERA BEACH and the remaining WEED AND SEED funds for FY 1999-2000.

10. Insurance

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

- a. The NWRBCRC shall maintain during the term of this Agreement standard Professional Liability Insurance in the minimum amount of \$1,000,000 per occurrence.
- b. The NWRBCRC shall maintain, during the life of this Agreement, Commercial General Liability, including Contractual Insurance in the amount of \$500,000 per occurrence to protect the NWRBCRC from claims for damages for bodily injury, including wrongful death, as well as from claim of property for bodily injury, including wrongful death, as well as from claim of property damages, which may arise from any operation under this Agreement.
- c. All insurance, other than Professional Liability and Worker's Compensation, to be maintained by the NWRBCRC shall specifically include the CITY as an "Additional Insured".

11. Indemnification

The NWRBCRC shall indemnify and save harmless and defend the CITY, its agents, servants, and employees from and against any claims, liability, losses, and/or cause of action which may arise from any negligent act or omission of the NWRBCRC, its agents, servants, or employees in the performance of services under this Agreement.

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

Nothing contained in this section shall constitute a waiver by the CITY of its sovereign immunity or the provision of section 768.28, Florida Statutes.

12. Disclosure and Ownership of Documents

The NWRBCRC shall deliver to the CITY's designated official for approval and acceptance, and before being eligible for final payment of any amounts due, all documents and materials prepared by and for the CITY under this Agreement.

All written and oral information not in the public domain or not previously known, and all information and data obtained, developed, or supplied by the CITY or at its expense will be kept confidential by the NWRBCRC and will not be disclosed to any other party, directly or indirectly, without the CITY's prior written consent unless required by a lawful order. All drawings, maps sketches, programs, data base, reports and other data develop, or purchased, under this Agreement for or at the CITY's expense shall be and remain the CITY's property and may be reproduced and reused at the direction of the CITY.

The CITY and the NWRBCRC shall comply with the provisions of Chapter 119, Florida Statutes (Public Records Law).

All covenants, agreements, representatives and warranties made herein, or otherwise made in writing by any party pursuant hereto, including but not limited to any

representatives made herein relating to disclosure or ownership of documents, shall survive the execution and delivery of this Agreement and the consummation of the transactions contemplated hereby.

13. Independent Contractor Relationship

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

The NWRBCRC does not have the power or authority to bind the CITY in any promise, agreement or representation other than specifically provided for in the Agreement.

14. Reporting

The NWRBCRC during the Agreement period will provide monthly reports to the CITY Manager, WEED and SEED Neighborhood Advisory Board and Site Coordinator.

15. Nondiscrimination

The NWRBCRC warrants and represents that all of its employees are treated equally during employment without regard to race, color, religion, disability, sex, age, national origin, ancestry, marital status, or sexual orientation.

16. Successors and Assigns

The CITY and NWRBCRC each binds itself and its partners, successors, executors, administrators and assigns to the other party of this Agreement and to the partners, successors, executors, administrators and assigns of such other party, in the respect to all covenants of the Agreements. Except as above, neither the CITY nor the NWRBCRC shall assign, sublet, convey or transfer its interest in this Agreement without the written consent of the other. Nothing herein shall be construed as creating any personal liability on the part of any officer or agent of the CITY, which may be a party hereto, nor shall it be construed as giving any rights or benefits hereunder to anyone other than the CITY and the NWRBCRC.

17. Remedies

This Agreement shall be governed by the laws of the State of Florida. Any and all legal action necessary to enforce the contract will be held in with the CITY. No Remedy herein conferred upon any party is intended to be exclusive of any other remedy, and each and every such remedy shall be cumulative and shall be in addition to every other remedy given hereunder or now or hereafter existing at law or in equity or by remedy hereunder shall preclude any other or further exercise thereof.

18. Conflict of Interest

The NWRBCRC represents that it presently has no interest and shall acquire no interest, either direct or indirect, which would conflict in any manner with the performance or services required hereunder, as provided for in Florida Statutes 112.311. The NWRBCRC further represents that no person having any interest shall be employed for said performance.

The NWRBCRC shall promptly notify the CITY's designated official in writing, by certified mail, of all potential conflicts of interest for any prospective business association, interest or other circumstances, which may influence or appear to influence the NWRBCRC's judgment or quality of services being provided hereunder. Such written notification shall identify the prospective business association, interest or circumstance, the nature of work that the NWRBCRC may undertake and request an opinion of the CITY as to whether the conflict of interest if entered into by the NWRBCRC. The CITY agrees to notify the NWRBCRC of its opinion by certified mail within thirty (30) days of receipt of notification by the NWRBCRC. If, in the opinion of the CITY, the prospective business association, interest or circumstances would not constitute a conflict of interest by the NWRBCRC, the CITY shall so state in the

notification and the NWRBCRC shall, at its option, enter into said association, interest or circumstance and it shall be deemed not in conflict of interest with respect to services provided to the CITY by the NWRBCRC under the terms of this Agreement.

19. Contingent Fees

The NWRBCRC warrants that it has not employed or retained any company or person, other than a bona fide employee working solely for the NWRBCRC to solicit or secure this Agreement and that it has not paid or agreed to pay any person, company, corporation, individual, firm, other than a bona fide employee working solely for the NWRBCRC, any fee, commission, percentage, gift, or any other consideration contingent upon or resulting from the award or making of this Agreement.

20. Authority to Practice

The NWRBCRC hereby represents and warrants that it has and will continue to maintain all licenses and approvals required to conduct, its business, and that it will at all times conduct its business activities in a reputable manner. Proof of such licenses and approvals shall be submitted to the CITY's designated official upon request.

21. Severability

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

22. Public Entity Crimes

As provided in F.S. 287-132-133 by entering into this agreement or performing any work in furtherance hereof, the NWRBCRC certifies that its affiliates, suppliers, 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. 287.287.133(3)(a).

23. Termination

This Agreement may be canceled by the NWRBCRC upon (10) days' prior written notice to the CITY's designated official in the event of substantial failure by the CITY to perform in accordance with the terms of the Agreement through no fault of the NWRBCRC. The CITY may also terminate the agreement, in whole or in part, without cause, immediately upon written notice to NWRBCRC and specify the effective date of termination. After receipt of a Termination Notice and except as otherwise directed by the CITY the NWRBCRC shall:

- a. Stop work on date and to the extent specified.
- b. Terminate and settle all orders and subcontracts relating to the performance of the terminated scope outlined in Exhibit "A".
- c. Transfer all work in process, completed work, and other materials related to the terminated work to the CITY.
- d. Continue and complete scope of work that has not been terminated.
- e. All payments/compensation due under this agreement shall be prorated through the effective date of termination specified in the Termination Notice.

24. Enforcement Cost

If any legal action or other proceeding is brought for the enforcement of this Agreement, or because of any alleged dispute, breach, default or misrepresentation in connection with any provisions of this Agreement, the successful or prevailing party or parties shall be entitled to recover reasonable attorney's fees, court costs and all expenses (including taxes) even if not taxable as court costs (including, without limitation, all such fees, costs

and expenses incident to appeals), incurred in that action or proceeding, in addition to any other relief to which such party or parties may be entitled.

25. Notices

All notices required in this Agreement shall be sent by certified mail. Return receipt requested, and if sent to the CITY shall be mailed to the CITY's designated official:

Clifton Smith
Assistant Police Chief, Weed and Seed Site Coordinator
600 West Blue Heron Boulevard
Riviera Beach, FL 33404

And if sent to the NWRBCRC shall be mailed to:

Northwest Riviera Beach Community
Redevelopment Corporation
2001 Broadway, Suite #501
Riviera Beach, Florida 33419-0566

26. Modifications of Work

The CITY reserves the right to make changes in the Scope of Work, including alterations, reductions therein or additions thereto. Upon receipt by the NWRBCRC of the CITY's notification of a contemplated change, the NWRBCRC shall in writing: (1) provide a detailed estimate for the increase or decrease in cost due to the contemplated change, notify the CITY of any estimated change in the completion date, (3) advise the CITY if the contemplated change shall effect the NWRBCRC's ability to meet completion dates or schedules of the Agreement.

If the CITY elects to make the change, the CITY shall initiate an Agreement Amendment and the NWRBCRC shall not commence work on any such change until such written amendment is signed by the NWRBCRC and approved and executed by the City of Riviera Beach.

27. Entirety Agreement

The CITY and the NWRBCRC agree that this Contract sets forth the entire agreement between the parties, and that there are no promises or understandings other than those stated herein. None of the provisions, terms and conditions contained in this Contract may be added to, modified, superseded or otherwise altered, except by written instrument executed by the parties hereto in accordance with Article 26 – Modifications of Work.

28 General

- A. Time is of the essence in all respects under this agreement.
- B. The Section and/or Paragraph headings in this agreement are for reference purposes only and shall not affect the meaning or interpretation of this agreement.
- C. Failure of the CITY to enforce or exercise any right(s) under this agreement shall not be deemed a waiver of CITY's right to enforce or exercise said right(s) at any time thereafter.
- D. This agreement shall not be construed more strongly against either party regardless of who was more responsible for its preparation.
- E. All provisions of the Contract shall be deemed material, in the event NWRBCRC fails to comply with any of the provisions contained in this

Contract or attachments hereto, said failure shall be deemed a material breach of this Contract and CITY may at its option and without notice terminate this Contract.

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Charles N. Gainey

Charles N. Gainey, President
Northwest Riviera Beach Community Redevelopment Corporation

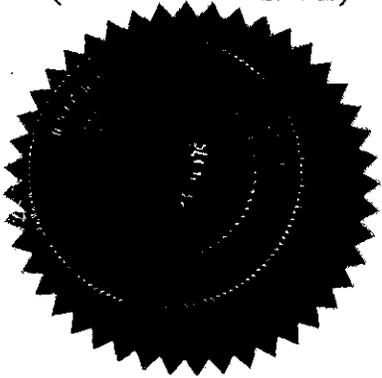
DATE: Jan 31, 007

Mevalyn Benzel

Mevalyn Benzel, Program Manager
Northwest Riviera Beach Community Redevelopment Corporation

DATE: _____

(CORPORATE SEAL)



ATTEST:



Michael D. Brown, Mayor
City of Riviera Beach

3/20/02

Date



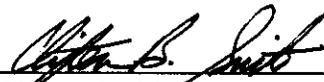
Carrie E. Ward, City Clerk-CMC/AAE
City of Riviera Beach

3/20/02

Date

{Municipal Seal}

Approved as to Terms and Conditions
City of Riviera Beach

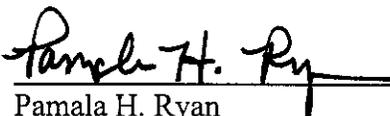


Clifton Smith
Assistant Chief of Police
Weed and Seed Site Coordinator

3-15-02

Date

Approved as to Legal Sufficiency



Pamala H. Ryan
City Attorney

3/14/02

Date

EXHIBIT "A"

SCOPE OF WORK:

The Northwest Riviera Beach Community Redevelopment Corporation formerly known as the Riviera Beach Community Development Corporation shall provide the following seeding activities and services in support of the Weed and Seed Strategy for the City of Riviera Beach, in accordance with the Official recognition application of Weed and Seed for 1999-2000 fiscal year.

I. Direct Services:

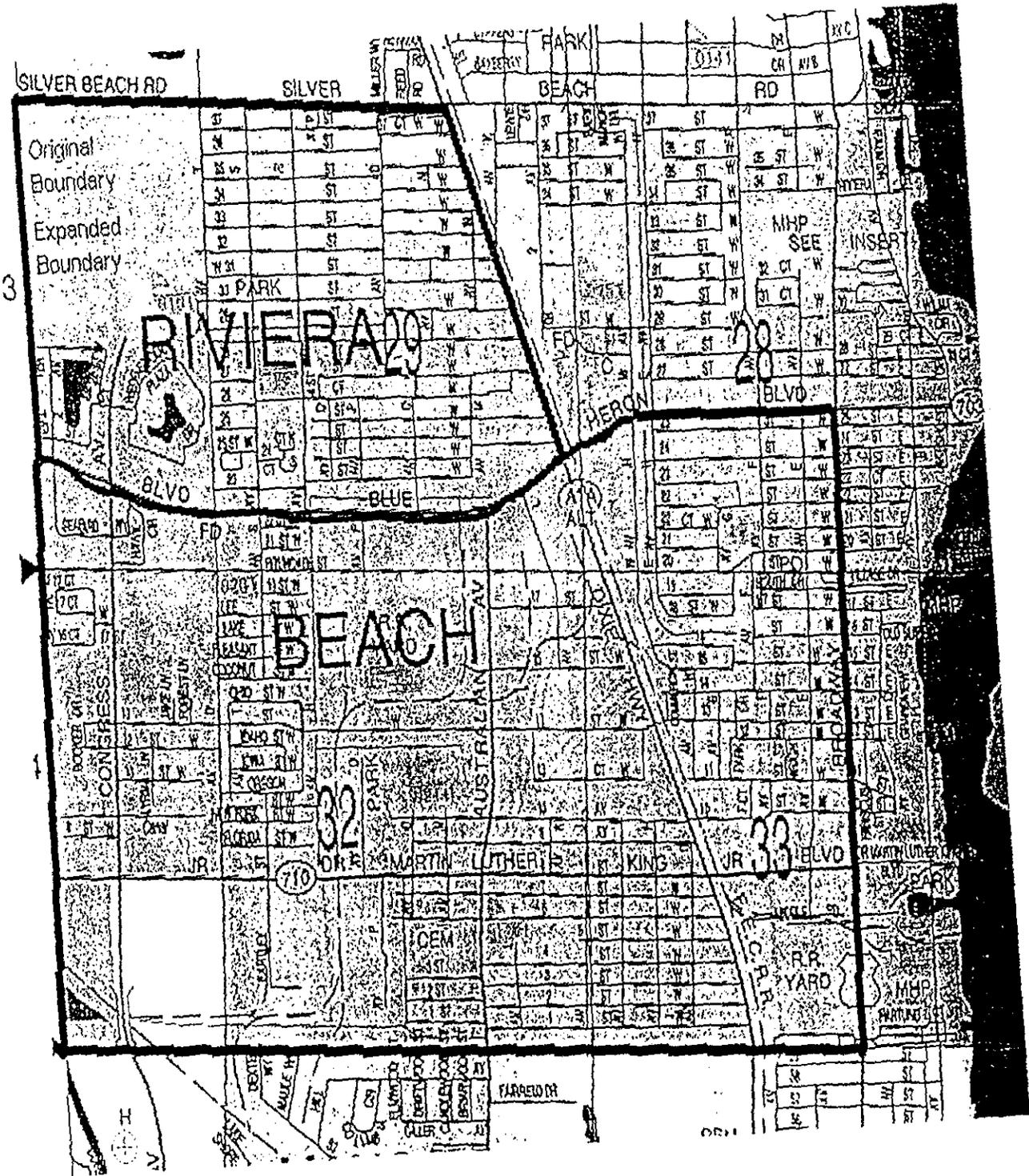
- 1). Continuation of providing affordable housing opportunities.
- 2). Coordination of two (2) homebuyers seminars for renters in the Weed and Seed area.
- 3). Develop two (2) seminars, workshops, events for realtors, developers, lending institutions, potential homeowners and interested citizens.
- 4). Provide resources in conjunction with LISC (Local Initiative Support Corporation) resources, (financial and others to be developed or determined) for Neighborhood Development and Restoration.
- 5). Implement Micro Enterprise Loan Program.
- 6). Hold one (1) Neighborhood Clean up Program in conjunction with the City of Riviera Beach, Weed and Seed, Neighbors United and other local homeowner and grass roots organizations.
- 7). Expand the "Annual Day In The Park" Community Project annually held at Cunningham Park.
- 8). Serve as a resource for paint, supplies, and volunteers of identified properties in need of assistance by Code Enforcement.
- 9). Provide \$5,000.00 in direct funding for marketing and Feasibility Study for Imperial Plaza Redevelopment.

II. Administration:

Funding assistance will cover day-to-day administrative cost for implementation of the direct seeding activities services in the amount of \$10,000.00 (Ten Thousand) paid directly to NWRBCRC upon receipt of invoices by CITY.

EXHIBIT "A-1"

RIVIERA BEACH SITE MAP



ACORD. CERTIFICATE OF LIABILITY INSURANCE

CSR KR
TORTH48

DATE (MM/DD/YY)
09/18/01

PRODUCER
The Plastridge Agency, Inc.
P. O. Drawer 730
Delray Beach FL 33447
Phone: 561-276-5221 Fax: 561-276-5244

THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES BELOW.

INSURED
North West Riviera Beach
Community Redevelopment Corp.
P.O. Box 10566
Riviera Beach FL 33415

INSURERS AFFORDING COVERAGE
INSURER A: Western World Insurance Co.
INSURER B:
INSURER C:
INSURER D:
INSURER E:

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

NAI TYPE	TYPE OF INSURANCE	POLICY NUMBER	POLICY EFFECTIVE DATE (MM/DD/YY)	POLICY EXPIRATION DATE (MM/DD/YY)	LIMITS
A	<input checked="" type="checkbox"/> GENERAL LIABILITY <input checked="" type="checkbox"/> COMMERCIAL GENERAL LIABILITY <input type="checkbox"/> CLAIMS MADE <input checked="" type="checkbox"/> OCCUR	TBD	09/07/01	09/07/02	EACH OCCURRENCE \$ 500000
	GENL AGGREGATE LIMIT APPLIES PER: <input type="checkbox"/> POLICY <input type="checkbox"/> PRO- (ECT) <input type="checkbox"/> LOC				FIRE DAMAGE (Any one time) \$ 50000 MED EXP (Any one person) \$ 1000 PERSONAL & ADV INJURY \$ 500000 GENERAL AGGREGATE \$ 1000000 PRODUCTS, COMPI/OP AGG \$ Included
	<input type="checkbox"/> AUTOMOBILE LIABILITY <input type="checkbox"/> ANY AUTO <input type="checkbox"/> ALL OWNED AUTOS <input type="checkbox"/> SCHEDULED AUTOS <input type="checkbox"/> HIRED AUTOS <input type="checkbox"/> NON-OWNED AUTOS				COMBINED SINGLE LIMIT (Ea accident) 1 BODILY INJURY (Per person) 1 BODILY INJURY (Per accident) 1 PROPERTY DAMAGE (Per accident) 1
	<input type="checkbox"/> GARAGE LIABILITY <input type="checkbox"/> ANY AUTO				AUTO ONLY - EA ACCIDENT 1 OTHER THAN EA ACC 1 AUTO ONLY: AGG 1
	<input type="checkbox"/> EXCESS LIABILITY <input type="checkbox"/> OCCUR <input type="checkbox"/> CLAIMS MADE <input type="checkbox"/> DEDUCTIBLE <input type="checkbox"/> RETENTION \$				EACH OCCURRENCE \$ AGGREGATE \$ \$ \$ \$
	<input type="checkbox"/> WORKERS COMPENSATION AND EMPLOYEES' LIABILITY				WC STATE TORY LIMITS OTH- ER \$ E.L. EACH ACCIDENT 1 E.L. DISEASE - EA EMPLOYEE \$ E.L. DISEASE - POLICY LIMIT 1
	<input type="checkbox"/> OTHER				

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

CERTIFICATE HOLDER: N | ADDITIONAL INSURED; INSURER LETTER:
CITYP-1
City of Riviera Beach
600 W. Blue Heron Blvd.
Riviera Beach FL 33404

CANCELLATION
SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, THE ISSUING INSURER WILL ENDEAVOR TO MAIL 10 DAYS WRITTEN NOTICE TO THE CERTIFICATE HOLDER NAMED TO THE LEFT, BUT FAILURE TO DO SO SHALL IMPOSE NO OBLIGATION OR LIABILITY OF ANY KIND UPON THE INSURER, ITS AGENTS OR REPRESENTATIVES.
AUTHORIZED REPRESENTATIVE: Michael Bottcher

ACORD ADDITIONAL INTEREST

DATE (MM/DD/YY)

CSR: KR 09/18/01

PRODUCER: PHONE (AC, No, Ext) 561-276-5221
 (AG, No, Ext) 561-276-5244
 The Plastridge Agency, Inc.
 P. O. Drawer 730
 Delray Beach FL 33447
 Michael Bottcher

APPLICANT (First Named Insured): North West Riviera Beach
 PHONE (AC, No, Ext):

EFFECTIVE DATE: 09/07/01
 EXPIRATION DATE: 09/07/02
 CO/PLAN: Western World Insurance Co.
 POLICY NUMBER: TBD
 ACCOUNT NUMBER:

AGENCY CUSTOMER ID: NORTH48
 CODE: SUB CODE:

INTEREST	RANK	NAME AND ADDRESS	REFERENCE #	CERTIFICATE REQUIRED	INTEREST IN ITEM NUMBER
<input type="checkbox"/> ADDITIONAL INSURED		City of Riviera Beach Riviera Beach FL			LOCATION: 001 BUILDING:
<input type="checkbox"/> LOSS PAYEE					VEHICLE: BOAT:
<input type="checkbox"/> MORTGAGEE					SCHEDULED ITEM NUMBER:
<input type="checkbox"/> LIENHOLDER					OTHER:
<input type="checkbox"/> EMPLOYEE AS LESSOR					
ITEM DESCRIPTION:					

INTEREST	RANK	NAME AND ADDRESS	REFERENCE #	CERTIFICATE REQUIRED	INTEREST IN ITEM NUMBER
<input type="checkbox"/> ADDITIONAL INSURED					LOCATION: BUILDING:
<input type="checkbox"/> LOSS PAYEE					VEHICLE: BOAT:
<input type="checkbox"/> MORTGAGEE					SCHEDULED ITEM NUMBER:
<input type="checkbox"/> LIENHOLDER					OTHER:
<input type="checkbox"/> EMPLOYEE AS LESSOR					
ITEM DESCRIPTION:					

INTEREST	RANK	NAME AND ADDRESS	REFERENCE #	CERTIFICATE REQUIRED	INTEREST IN ITEM NUMBER
<input type="checkbox"/> ADDITIONAL INSURED					LOCATION: BUILDING:
<input type="checkbox"/> LOSS PAYEE					VEHICLE: BOAT:
<input type="checkbox"/> MORTGAGEE					SCHEDULED ITEM NUMBER:
<input type="checkbox"/> LIENHOLDER					OTHER:
<input type="checkbox"/> EMPLOYEE AS LESSOR					
ITEM DESCRIPTION:					

INTEREST	RANK	NAME AND ADDRESS	REFERENCE #	CERTIFICATE REQUIRED	INTEREST IN ITEM NUMBER
<input type="checkbox"/> ADDITIONAL INSURED					LOCATION: BUILDING:
<input type="checkbox"/> LOSS PAYEE					VEHICLE: BOAT:
<input type="checkbox"/> MORTGAGEE					SCHEDULED ITEM NUMBER:
<input type="checkbox"/> LIENHOLDER					OTHER:
<input type="checkbox"/> EMPLOYEE AS LESSOR					
ITEM DESCRIPTION:					

INTEREST	RANK	NAME AND ADDRESS	REFERENCE #	CERTIFICATE REQUIRED	INTEREST IN ITEM NUMBER
<input type="checkbox"/> ADDITIONAL INSURED					LOCATION: BUILDING:
<input type="checkbox"/> LOSS PAYEE					VEHICLE: BOAT:
<input type="checkbox"/> MORTGAGEE					SCHEDULED ITEM NUMBER:
<input type="checkbox"/> LIENHOLDER					OTHER:
<input type="checkbox"/> EMPLOYEE AS LESSOR					
ITEM DESCRIPTION:					

INTEREST	RANK	NAME AND ADDRESS	REFERENCE #	CERTIFICATE REQUIRED	INTEREST IN ITEM NUMBER
<input type="checkbox"/> ADDITIONAL INSURED					LOCATION: BUILDING:
<input type="checkbox"/> LOSS PAYEE					VEHICLE: BOAT:
<input type="checkbox"/> MORTGAGEE					SCHEDULED ITEM NUMBER:
<input type="checkbox"/> LIENHOLDER					OTHER:
<input type="checkbox"/> EMPLOYEE AS LESSOR					
ITEM DESCRIPTION:					

INTEREST	RANK	NAME AND ADDRESS	REFERENCE #	CERTIFICATE REQUIRED	INTEREST IN ITEM NUMBER
<input type="checkbox"/> ADDITIONAL INSURED					LOCATION: BUILDING:
<input type="checkbox"/> LOSS PAYEE					VEHICLE: BOAT:
<input type="checkbox"/> MORTGAGEE					SCHEDULED ITEM NUMBER:
<input type="checkbox"/> LIENHOLDER					OTHER:
<input type="checkbox"/> EMPLOYEE AS LESSOR					
ITEM DESCRIPTION:					

**Resolution No. 54-02
Was Omitted**

RESOLUTION NO. 55-02

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF RIVIERA BEACH, PALM BEACH COUNTY, FLORIDA, DECLARING THE RESULTS OF THE MARCH 12, 2002 GENERAL ELECTION AND NAMING THE RECIPIENTS FOR DISTRICT 2, AND DISTRICT 4, RESPECTIVELY.

WHEREAS, on the 12th day of March, 2002, a Municipal Election was held within the municipal boundaries of the City of Riviera Beach, Palm Beach County, Florida, between the hours of 7:00 a.m. and 7:00 p.m. for the purpose of electing qualified candidates, as provided by law for Council District Two (2); and Council District Four (4) respectively; and

WHEREAS, the polling places, precinct clerks, inspectors and advisors of said election held on March 12, 2002 were duly appointed by the Riviera Beach Supervisor of Elections; and

WHEREAS, on March 12, 2002, said precinct clerks transported their returns to the North Palm Beach County's Courthouse who made returns to the Supervisor of Elections of Palm Beach County and results are attached; and

WHEREAS, the method utilized by Palm Beach County Supervisor of Elections Office found that the returns of the precinct clerks and inspectors of the said Election were true and accurate tabulations of the votes cast; and that the absentee ballots were properly canvassed; and

WHEREAS, upon culmination of the filing period, February 12, 2002, Incumbent Councilperson David G. Schnyer was an unopposed candidate.

WHEREAS, on March 12th, Incumbent Councilperson Sylvia Lee Blue was undefeated by the obtaining 1,569 of the votes cast and therefore she was reelected for a second term.

NOW THEREFORE, BE IT RESOLVED, by the City Council of the City of Riviera Beach, Palm Beach County, Florida, as follows:

Section 1: The following named persons are hereby declared to be duly and lawfully affirmed to the office, to-wit:

COUNCILPERSON DISTRICT 2 – SYLVIA LEE BLUE

COUNCILPERSON DISTRICT 4 – DAVID G. SCHNYER

Section 2: That the City Clerk be and she is hereby directed to deliver to the persons in their respective districts a Certificate of Elections and to administer the Oath of Office in accordance with the law.

PASSED AND ADOPTED THIS 20TH day of MARCH 2002.

APPROVED:



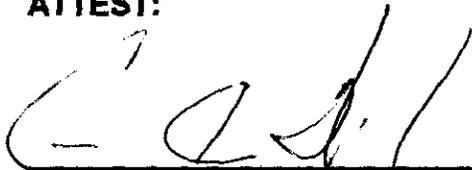
MICHAEL D. BROWN
MAYOR



EDWARD RODGERS
CHAIRPERSON

SEAL

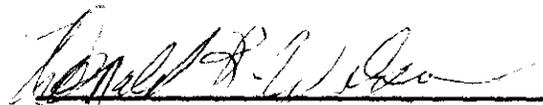
ATTEST:



CARRIE E. WARD, CMC/AE
CITY CLERK



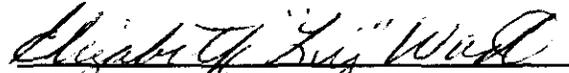
DAVID G. SCHNYER
CHAIR PRO-TEM



DONALD R. WILSON
COUNCILPERSON



SYLVIA LEE BLUE
COUNCILPERSON



ELIZABETH "LIZ" WADE
COUNCILPERSON

MOTIONED BY: E. Wade

SECONDED BY: D. Wilson

E. RODGERS: aye

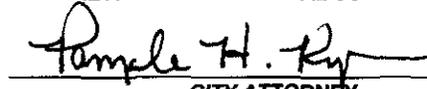
D. SCHNYER: _____

D. WILSON: aye

S. BLUE: _____

E. WADE: aye

REVIEWED AS TO LEGAL SUFFICIENCY



CITY ATTORNEY
CITY OF RIVIERA BEACH

DATE: 3/20/02

Statement of Vote
 RIVIERA BEACH Palm Beach County
 GENERAL 03_12_02
 3/13/02

COUNCILPERSON DIST 2 - RIVIERA BEACH

	Registered	Turnout	Percent	1	2
0058	1,412	291	20.61%	66	222
Precincts		291	20.61%	66	222
058A	1,603	281	17.53%	22	249
Precincts		281	17.53%	22	249
0059	2,838	380	13.39%	192	184
Precincts		380	13.39%	192	184
059A	1	1	100.00%	1	0
Precincts		1	100.00%	1	0
0062	1,998	305	15.27%	131	160
Precincts		305	15.27%	131	160
0064	1,562	287	18.37%	137	139
Precincts		287	18.37%	137	139
0065	2	0	0.00%	0	0
Precincts		0	0.00%	0	0
065A	1,798	41	2.28%	16	25
Precincts		41	2.28%	16	25
065B	593	72	12.14%	27	41
Precincts		72	12.14%	27	41
065C	147	38	25.85%	3	33
Precincts		38	25.85%	3	33
0066	2,644	461	17.44%	207	238
Precincts		461	17.44%	207	238
0067	2,035	374	18.38%	176	177
Precincts		374	18.38%	176	177
0068	848	121	14.27%	63	57
Precincts		121	14.27%	63	57
Absentee	0	84	0.00%	40	44
Absentee		84	0.00%	40	44
Voting Machine	0	0	0.00%	0	0
Absentee Walk-In		0	0.00%	0	0
Provisional	0	0	0.00%	0	0
Provisional		0	0.00%	0	0
		777	15.65%	1,081	1,569

Cand'

RESOLUTION NO. 56-02

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF RIVIERA BEACH, PALM BEACH COUNTY, FLORIDA, ACCEPTING THE RECOMMENDATION OF THE LAW ENFORCEMENT TRUST FUND COMMITTEE; APPROVING THE AWARD OF \$1,000.00 TO EACH OF THE ELEVEN (11) ORGANIZATIONS AS SPECIFIED HEREIN; APPROPRIATING FUND BALANCE IN THE AMOUNT OF \$11,000.00; AND AUTHORIZING THE MAYOR AND INTERIM FINANCE DIRECTOR TO MAKE PAYMENTS FOR SAME FROM THE GRANTS AND AIDS ACCOUNT NUMBER 150-0817-521-0-8301; AND PROVIDING AN EFFECTIVE DATE.

WHEREAS, the City Council established an advisory board to review applications and offer recommendations to the City Council for distributing funds in the Law Enforcement Trust Fund Account; and

WHEREAS, the Law Enforcement Trust Fund Committee met on several occasions to review the applications; and

WHEREAS, the Law Enforcement Trust Fund Committee recommends that all eleven (11) organizations receive monetary awards from the Law Enforcement Trust Fund; and

WHEREAS, as a condition of accepting this award, each organization will sign an Agreement to insure compliance of its intended use in accordance with the City's Policy and Procedure and Florida State Statute, Section 932.7055.

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

Section 1: The above recitations are true and hereby incorporated herein.

Section 2: The City Council accepts the recommendations of the Law Enforcement Trust Fund Committee to grant awards from the Law Enforcement Trust Fund Account to the following organizations:

BMWS, INC.	\$ 1,000.00
DELTA SIGMA THETA SORORITY	\$ 1,000.00
DR. MARY McLEOD BETHUNE ELEMENTARY SCHOOL	\$ 1,000.00

GREATER BETHEL PRIMITIVE BAPTIST CHURCH	\$ 1,000.00
MT. OLIVE BAPTIST CHURCH	\$ 1,000.00
NEW BEGINNINGS COMMUNITY DEVELOPMENT CENTER	\$ 1,000.00
PLEASANT HEIGHTS BAPTIST CHURCH	\$ 1,000.00
R. J. HENDLEY CHRISTIAN SCHOOL	\$ 1,000.00
REACHING UNTO THE PEOPLE	\$ 1,000.00
STONYBROOK NEIGHBORHOOD NETWORK, INC.	\$ 1,000.00
YOUTH RECREATION ASSOCIATION	\$ 1,000.00

Section 3: That the City Council approve payment to each organization in the amount of \$1,000.00, payable from the Law Enforcement Trust Fund Account Number 150-0817-521-0-8301, and authorizes the Mayor and the Interim Finance Director to make payment from same; said funds to be distributed after each organization signs a Letter of Agreement.

Section 4: That the City Council approve appropriating Fund Balance in the amount of \$11,000.00, and increasing the Grants and Aids Account Number 150-0817-521-0-8301 by \$11,000.00.

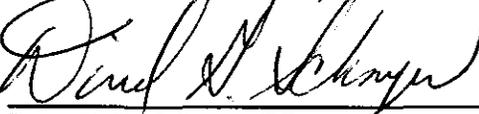
Section 5: This Resolution shall take effect upon its passage and approval by the City Council.

PASSED AND APPROVED this 20TH day of MARCH, 2002.

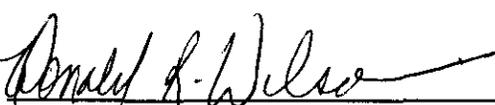
APPROVED:


MICHAEL D. BROWN, MAYOR


EDWARD RODGERS, CHAIRPERSON

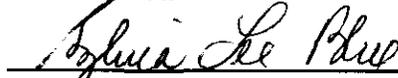
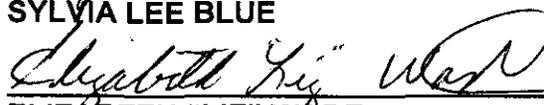

DAVID G. SCHNYER
CHAIRPERSON PRO-TEM

[MUNICIPAL SEAL]


DONALD R. WILSON

ATTEST:


CARRIE E. WARD, CMC/AEE
CITY CLERK


SYLVIA LEE BLUE

ELIZABETH "LIZ" WADE
COUNCIL MEMBERS

RESOLUTION NO. 56-02
PAGE 3.

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: _____

RESOLUTION NO. 57-02

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF RIVIERA BEACH, PALM BEACH COUNTY, FLORIDA, APPROVING THE PLAT ENTITLED "INDIAN TRACE APARTMENTS"; AUTHORIZING THE MAYOR, CITY CLERK AND THE CITY ENGINEER TO SIGN THE REPLAT; AND PROVIDING AN EFFECTIVE DATE.

WHEREAS, the City of Riviera Beach Code of Ordinances requires that all property be platted before the issuance of any City building permit; and

WHEREAS, the applicant has prepared a plat entitled "Indian Trace Apartments", located on the West side of Military Trail, North of Turtle Cay Homes.

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

SECTION 1. The Plat entitled "Indian Trace Apartments" is hereby approved.

SECTION 2. The Mayor, City Engineer, and City Clerk are authorized to sign the said plat.

SECTION 3. The said plat shall be recorded with the Clerk of Circuit Courts of Palm Beach County.

SECTION 4. This resolution shall take effect upon its passage.

RESOLUTION NO. 57-02
PAGE -2-

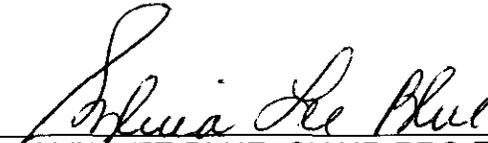
PASSED AND APPROVED this 3rd day of April, 2002

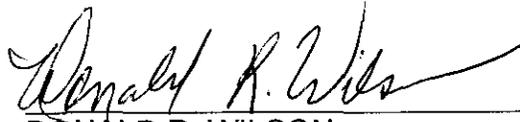
APPROVED:


MAYOR MICHAEL D. BROWN

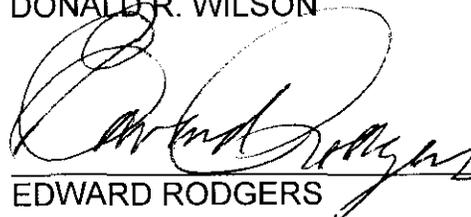

DAVID SCHNYER, CHAIRPERSON

(MUNICIPAL SEAL)

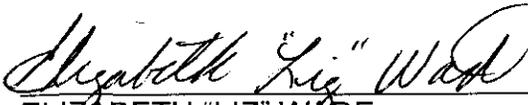

SYLVIA LEE BLUE, CHAIR PRO-TEM


DONALD R. WILSON

ATTEST:


EDWARD RODGERS


CARRIE E. WARD, CMC/AE
CITY CLERK

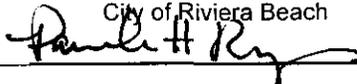

ELIZABETH "LIZ" WADE
COUNCIL MEMBERS

MOTIONED BY: D. Wilson

SECONDED BY: E. Wade

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

REVIEWED AS TO LEGAL SUFFICENCY

City Attorney
City of Riviera Beach


Date: 2/27/02

RESOLUTION NO. 58-02

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF RIVIERA BEACH, PALM BEACH COUNTY, FLORIDA, AUTHORIZING THE CITY COUNCIL TO SETTLE THE MATTER OF G.A. ON BEHALF OF K.W., A MINOR V. CITY OF RIVIERA BEACH, CASE NO. CL 99-9472 AI, IN THE CIRCUIT COURT OF THE 15TH JUDICIAL CIRCUIT, IN AND FOR PALM BEACH COUNTY, FLORIDA, AND APPROVING THE TOTAL SETTLEMENT AMOUNT OF \$25,000.00 AS COMPLETE AND FINAL SETTLEMENT; SAID AMOUNT SHALL BE PAID FROM THE CITY'S LOSS FUND ACCOUNT THROUGH GALLAGHER BASSETT SERVICES, INC., CLAIM NO. 000160-004515-PI-01.

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

SECTION ONE. That the City is hereby authorized to settle the matter of G.A. on behalf of K.W., a minor v. City of Riviera Beach, Case No. CL 99-9472 AI, in the total amount of \$25,000.00 as complete and final settlement of the claim; said amount to be paid upon the execution of a general release in favor of the City.

SECTION TWO. That said amount shall be paid from the City's Loss Fund Account through Gallagher Bassett Services, Inc., Claim No.000160-004515-PI-01.

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

PASSED and APPROVED this 3rd day of April, 2002.

APPROVED:

Michael D. Brown

Michael D. Brown
Mayor

David G. Schnyer

David G. Schnyer
Chairperson

Attest:

Sylvia Lee Blue

Sylvia Lee Blue
Chairperson Pro Tem

[Municipal Seal]

Carrie E. Ward

Carrie E. Ward, CMC/AE
City Clerk

Edward Rodgers

Edward Rodgers

Donald R. Wilson

Donald R. Wilson

Approved as to legal sufficiency:

By: Pamala H. Ryan

Pamala H. Ryan
City Attorney

Elizabeth "Liz" Wade

Elizabeth "Liz" Wade
Council members

Date: 4/2/02

Motioned by: E. Wade

Seconded by: D. Wilson

E. Rodgers aye

D. Schnyer aye

D. Wilson aye

S. Blue aye

E. Wade aye

RESOLUTION NO. 59-02

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF RIVIERA BEACH, PALM BEACH COUNTY, FLORIDA, AUTHORIZING THE PURCHASE OF NINE (9) IN CAR VIDEO SYSTEMS, FROM ON PATROL VIDEO, 13814 JEFFERSON STREET, GRAND ISLAND, FLORIDA 32735, UNDER STATE CONTRACT SNAPS-SPURS #F341891951, TO BE PURCHASED FROM LOCAL LAW ENFORCEMENT BLOCK GRANT (LLEBG) 2000 FUNDS, APPROVED AND ACCEPTED BY CITY COUNCIL, BY RESOLUTION 218-00; AUTHORIZING THE INTERIM FINANCE DIRECTOR TO MAKE PAYMENTS OF \$35,805.00 TO ON PATROL VIDEO, 13814 JEFFERSON STREET, GRAND ISLAND, FLORIDA 32735; FROM ACCOUNT NUMBER 136-0817-5290-6405, AND PROVIDING AN EFFECTIVE DATE.

WHEREAS, the City Council approves the purchase of nine (9) in car video systems from On Patrol Video, for the total cost of \$35,805.00 from Account Number 136-0817-5290-6405; and

WHEREAS, the City Council accepted the purchase of these cameras through acceptance of the LLEBG 2000, by Resolution No. 218.00.

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 approves the purchase of nine (9) in car video systems from On Patrol Video, 13814 Jefferson Street, Grand Island, Florida 32735, from Account Number 136-0817-5290-6405, under state contract SNAPS-SPURS #F341891951.

Section 2: The Mayor and Interim Finance Director are authorized to make the payment of \$38,010.00, payable to On Patrol Video, from Account Number 136-0817-5290-6405, respectively.

PASSED and ADOPTED this 3rd day of April, 2002.

APPROVED:

Michael D. Brown
MICHAEL D. BROWN, MAYOR

David G. Schnyer
DAVID G. SCHNYER
CHAIRPERSON

ATTEST:

(MUNICIPAL SEAL)

Sylvia Lee Blue
SYLVIA LEE BLUE
CHAIR PRO-TEM

Donald R. Wilson
DONALD R. WILSON

Edward Rodgers
EDWARD RODGERS

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

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

MOTIONED BY: E. Wade

SECONDED BY: S. Blue

D. SCHNYER aye

S. BLUE aye

D. WILSON aye

E. RODGERS aye

E. WADE aye

REVIEWED AS TO LEGAL SUFFICIENCY
Pamela H. King
CITY ATTORNEY
CITY OF RIVIERA BEACH

DATE: 3/27/02

RESOLUTION NO. 60-02

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF RIVIERA BEACH, PALM BEACH COUNTY, FLORIDA, AUTHORIZING THE LEASE- PURCHASE OF FOURTEEN (14) VEHICLES, FOR THE CITY'S POLICE DEPARTMENT FROM DON REID FORD, 1875 SOUTH ORLANDO AVENUE, MAITLAND, FLORIDA 32751, UNDER THE FLORIDA SHERIFF'S ASSOCIATION CONTRACT NUMBER 00-08-0905; AUTHORIZING THE MAYOR AND CITY CLERK TO SIGN THE LEASE-PURCHASE AGREEMENT ON BEHALF OF THE CITY; AND AUTHORIZING THE MAYOR AND INTERIM FINANCE DIRECTOR TO MAKE THREE (3) EQUAL PAYMENTS OF \$116,145.72, COMMENCING 2002-2004 FROM ACCOUNT NUMBER 305-0817-521-0-6401, TO FORD MOTOR CREDIT COMPANY, ONE AMERICAN ROAD MD 7500, DEARBORN, MICHIGAN 48126; AND PROVIDING AN EFFECTIVE DATE.

WHEREAS, the City leases police cars every year; and

WHEREAS, the City wishes to lease-purchase fourteen (14) vehicles from Don Reid Ford, for a total cost of \$331,346.00; and

WHEREAS, the City will own the vehicles at the end of the lease.

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

Section 1: That the City Council approves the lease-purchase of fourteen (14) Ford vehicles for the City's Police Department, from Don Reid Ford, 1875 South Orlando Avenue Maitland, Florida 32751, under the Florida Sheriff's Association Contract number 00-08-0905.

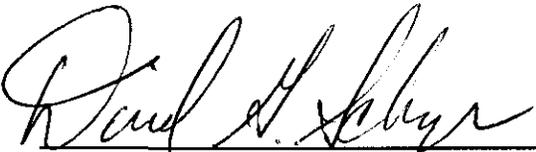
Section 2: That the City Council accepts the Lease-Purchase Agreement, and authorizes the Mayor and City Clerk to sign the finalized said Lease-Purchase Agreement between the City of Riviera Beach and Ford Motor Credit Company, for these vehicles.

Section 3: That the Mayor and Interim Finance Director are authorized to pay \$116,145.72 from Account Number 305-0817-521-0-6401, for the years 2002-2004, respectively.

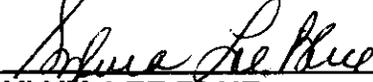
PASSED and ADOPTED this 3rd day of April, 2002.

APPROVED:

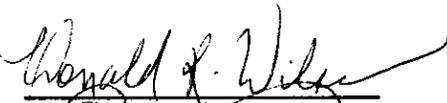

MICHEAL D. BROWN, MAYOR


DAVID G. SCHNYER, CHAIRPERSON

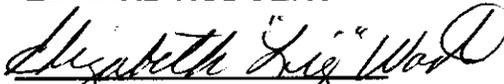
ATTEST:


SYLVIA LEE BLUE
CHAIRPERSON PRO-TEM

[MUNICIPAL SEAL]


DONALD R. WILSON


EDWARD RODGERS


ELIZABETH "LIZ" WADE
Council Members


CARRIE E. WARD, CMC/AE
CITY CLERK

MOTIONED BY: E. Wade

SECONDED BY: S. Blue

D. SCHNYER aye

S. BLUE aye

D. WILSON aye

E. RODGERS aye

E. WADE aye

REVIEWED AS TO LEGAL SUFFICIENCY


CITY ATTORNEY
CITY OF RIVIERA BEACH

DATE: _____