

RESOLUTION NO. 61-02

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF RIVIERA BEACH, PALM BEACH COUNTY, FLORIDA, AUTHORIZING IMPROVEMENTS TO 25TH STREET IN AN AMOUNT NOT TO EXCEED \$210,000 TO BE REIMBURSED BY PALM BEACH COUNTY; AUTHORIZING THE MAYOR AND CITY CLERK TO EXECUTE AN AGREEMENT WITH PALM BEACH COUNTY FOR REIMBURSEMENT OF SAID IMPROVEMENTS; AUTHORIZING THE FINANCE DIRECTOR TO SET UP A BUDGET FOR SAME, ACCOUNT NO. 108-0717-5190-5304; AND PROVIDING FOR AN EFFECTIVE DATE.

WHEREAS, the City of Riviera Beach has identified 25th Street from Avenue H to Avenue F for roadway improvements; and

WHEREAS, it is in the best interest of the City of Riviera Beach to protect the public health, safety and welfare of its residents by improving 25th Street from Avenue H to Avenue F; and

WHEREAS, the project is estimated at a cost not to exceed \$210,000; and

WHEREAS, Palm Beach County wishes to contribute to the project in an amount not to exceed \$210,000.

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

SECTION 1. Palm Beach County shall contribute an amount not to exceed \$210,000 towards improvements to 25th Street from Avenue H to Avenue F.

SECTION 2. The Mayor and City Clerk are authorized to execute the reimbursement agreement with the County for the improvements to 25th Street.

SECTION 3. The Finance Director is authorized to set up budget from Account No. 108-0717-5190-5304 as described in Exhibit "A".

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

RESOLUTION NO. 61-02
PAGE -2-

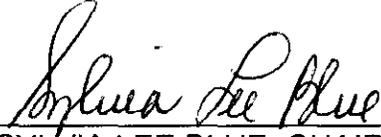
PASSED AND APPROVED this 3rd day of April, 2002

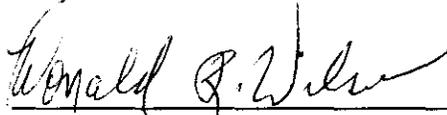
APPROVED:


MAYOR MICHAEL D. BROWN


DAVID SCHNYER, CHAIRPERSON

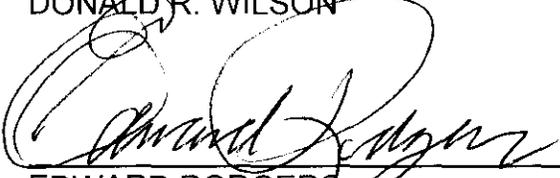
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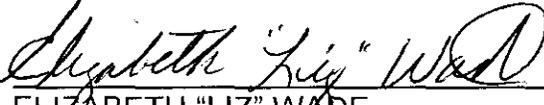

SYLVIA LEE BLUE, CHAIR PRO-TEM


DONALD R. WILSON

ATTEST:


CARRIE E. WARD, CMC/AAE
CITY CLERK


EDWARD RODGERS


ELIZABETH "LIZ" WADE
COUNCIL MEMBERS

MOTIONED BY: D. Wilson

SECONDED BY: E. Wade

D. SCHNYER: aye

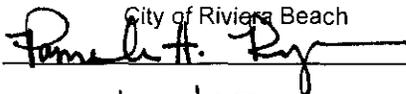
S. BLUE: aye

D. WILSON: aye

E. RODGERS: aye

E. WADE: aye

REVIEWED AS TO LEGAL SUFFICIENCY
City Attorney


City of Riviera Beach

Date: 3/27/02

FUNDING AGREEMENT
BETWEEN PALM BEACH COUNTY AND THE CITY
OF RIVIERA BEACH FOR 25th STREET IMPROVEMENT PROJECT

MAY 21 2002

THIS INTERGOVERNMENTAL AGREEMENT entered into this ___ day of _____, 2002, by and between PALM BEACH COUNTY, a political subdivision of the State of Florida, hereinafter referred to as "COUNTY", and the CITY OF RIVIERA BEACH, a municipal corporation of the STATE OF FLORIDA, hereinafter, the "CITY".

WHEREAS, the CITY is undertaking certain street improvements to 25TH Street from Avenue H to Avenue F within the CITY limits hereinafter referred to as "25th STREET IMPROVEMENT PROJECT"; and

WHEREAS, the 25th STREET IMPROVEMENT PROJECT consists of adding landscaping, irrigation, sod, sidewalks, street lighting, asphalt removal and fill; and

WHEREAS, the COUNTY wishes to contribute to this Project in an amount not to exceed \$210,000.00; and

WHEREAS, it is in the best interest of the public health, safety and welfare that the 25th STREET IMPROVEMENT PROJECT be completed; and

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

NOW, THEREFORE, in consideration of the mutual benefits to be derived from the 25th STREET IMPROVEMENT PROJECT and for other good and valuable consideration, the parties agree to the following:

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

Section 2: The CITY shall be responsible for the initial funding and construction of the 25th STREET IMPROVEMENT PROJECT including design, contract preparation, bidding, award, contract administration, and inspection pursuant to all applicable state and local laws and regulations.

Section 3: The CITY shall obtain or provide all labor and materials necessary for the construction of the 25th STREET IMPROVEMENT PROJECT.

Section 4: The CITY shall be solely responsible for obtaining and complying with all necessary permits, approvals, and authorizations required for the construction of the 25th STREET IMPROVEMENT PROJECT from any federal, state, regional, COUNTY or CITY agency. The County Engineer shall have the right, but not the obligation, to inspect and approve the construction.

Section 5: The CITY shall provide initial funding to accomplish the 25th STREET IMPROVEMENT PROJECT and be responsible for all costs exceeding the funding provided by the COUNTY as addressed below in Section 6. Those costs incurred by the CITY subsequent to the date of said Project initiation are eligible for reimbursement by the COUNTY pursuant to the terms and conditions hereof.

Section 6: Invoicing and Reimbursement: The CITY shall be reimbursed by the COUNTY in an amount not to exceed \$210,000.00 towards the construction costs under this Agreement only after it has expended its own funds and the portion of the construction for which it is seeking reimbursement for has been completed, inspected and certified by the CITY's Representative. The CITY shall submit proof of payment to the COUNTY's contract monitor or his designee in a form deemed satisfactory by the COUNTY. CITY overhead shall not be included in costs to be reimbursed by the COUNTY. In no event shall the COUNTY have any obligation to any other entity or person and the COUNTY's obligation to the CITY shall not exceed \$210,000.00.

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

Invoices received from the CITY will be reviewed and approved by the COUNTY indicating that the expenditures have been made in conformity with the requirements of this Agreement. Thereafter, they will be sent to the COUNTY's Finance Department for final approval and payment. Unless the term of this Agreement is extended, the CITY shall submit all invoices for final payment by June 30, 2003. The COUNTY shall have no obligations for any costs incurred after the above-referenced date.

Section 7: The CITY shall maintain adequate records to justify all charges, expenses, and costs incurred in performing the 25th STREET IMPROVEMENT PROJECT for at least three (3) years after its completion. The COUNTY shall have access to all books, records, and documents as required in this Section for the purpose of inspection or audit during normal business hours.

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

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

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

Section 11. Indemnity: In the event a claim or lawsuit is brought against the COUNTY, its officers, employees, servants, or agents relating to the 25th STREET IMPROVEMENT PROJECT with regard to responsibilities of the CITY, the CITY agrees without waiver of limitation as provided for in Section 768.28, Florida Statutes, and, to the extent permitted by law, to indemnify and hold harmless the COUNTY, its officers, employees, servants or agents from and against any claims, losses, demands, damages, liabilities or causes of action of whatsoever kind or nature that the COUNTY, its officers, employees, servants or agents may or could sustain as a result of or emanating out of the terms and conditions contained in this Agreement relating to any part of the 25th STREET IMPROVEMENT PROJECT that is the responsibility of the CITY.

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

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

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

Section 14. Repayment: The CITY shall repay the COUNTY for all unauthorized, illegal or unlawful expenditures of revenues, including those discovered after the expiration or termination of this Agreement, to the extent permitted by law. Funds which are to be repaid to the COUNTY are to be repaid by delivering to the COUNTY a certified check for the total amount due and payable to COUNTY, and delivering it to the COUNTY's contract monitor within ten (10) days of the COUNTY's demand. Nothing contained herein shall act as a limitation of the COUNTY's right to be repaid, as a waiver of any rights of the COUNTY's, or preclude the COUNTY from pursuing any other remedy which may be available to it under law or equity.

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

Section 16. Equal Opportunity: The COUNTY and CITY agree that no person shall on the grounds of race, color, sex, national origin, disability, religion, ancestry, martial status, or sexual orientation be excluded from the benefits of, or be subjected to any form of discrimination under any activity carried out by the performance of this Agreement. The CITY will ensure that all contracts let for the 25th STREET IMPROVEMENT PROJECT pursuant to the terms of this Agreement will contain a similar non-discrimination and equal opportunity clause.

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

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

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

As to the COUNTY: Palm Beach County Engineering and Public Works
Attn: Edwin A. Jack, Jr., P.E.
Deputy County Engineer
160 Australian Avenue, Suite 501
West Palm Beach, Florida 33416

With a copy to: Marlene Romano Everitt
Assistant County Attorney
301 N. Olive Avenue, 6th Floor
West Palm Beach, FL 33401

As to the CITY: City of Riviera Beach
Mr. L. John Samadi, P.E.
600 West Blue Heron Boulevard
Riviera Beach, Florida 33404

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

Section 21. Remedies: This Agreement shall be construed by and governed by the laws of the State of Florida. Any and all legal action necessary to enforce this Agreement shall be held in Palm Beach County. No remedy herein conferred upon any party is intended to be exclusive of any other remedy, and each and every other remedy shall be cumulative and shall be in addition to every other remedy given hereunder or now or hereafter existing at law or in equity or by statute or otherwise. No single or partial

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

Section 22. Joint Preparation: The preparation of this Agreement has been a joint effort of the parties, and the resulting document shall not, solely as matter of judicial constraint, be construed more severely against one of the parties than the other.

Section 23. Severability: In the event that any section, paragraph, sentence, clause, or provision hereof is held invalid by a court of competent jurisdiction, such holding shall not affect the remaining portions of this Agreement and the same shall remain in full force and effect.

Section 24. Entirety of Agreement: This Agreement represents the entire understanding between the parties, and supersedes all other negotiations, representations, or agreements, either written or oral, relating to this Agreement.

Section 25. Captions: The captions and section designations herein set forth are for convenience only and shall have no substantive meaning.

REMAINDER OF PAGE LEFT EMPTY

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

R2002 . 0728

CITY OF RIVIERA BEACH

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

By: [Signature]
City Manager Mayor

By: [Signature] MAY 21 2002
Warren H. Newell, Chairman Chair

ATTEST:

ATTEST:

By: [Signature]
Secretary
City clerk 4/23/02

DOROTHY H. WILKEN, CLERK
By: [Signature]
Deputy Clerk

APPROVED AS TO FORM AND LEGAL SUFFICIENCY

APPROVED AS TO FORM AND LEGAL SUFFICIENCY

By: [Signature]
City Attorney

By: [Signature]
Assistant County Attorney

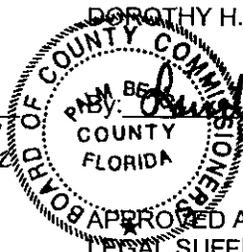
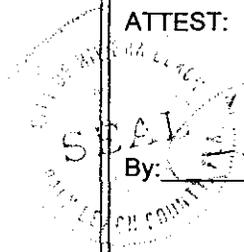
Date: 3/28/02

Date: May 6, 2002

APPROVED AS TO TERMS AND CONDITIONS

By: [Signature]

Date: 07/09/02



**PALM BEACH COUNTY
ENGINEERING & PUBLIC WORKS DEPARTMENT
CONTRACT PAYMENT REQUEST**

EXHIBIT A

(Project)

Grantee _____ Request Date _____

Billing # _____ Billing Period _____

PROJECT PAYMENT SUMMARY

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

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

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

Administrator/Date

Financial Officer/Date

PBC USE ONLY

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

Reviewed and Approved by:

PBC Project Administrator/Date

Assistant County Engineer or Fiscal Manager/Date

RESOLUTION NO. 62-02

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF RIVIERA BEACH, PALM BEACH COUNTY, FLORIDA AUTHORIZING THE MAYOR AND CITY CLERK TO EXECUTE CHANGES TO THE CURRENT AGREEMENT COMMENCING OCTOBER 1, 1999 TO SEPTEMBER 30, 2002 BETWEEN THE INTERNATIONAL UNION OF POLICE ASSOCIATION (IUPA) AN ORGANIZATION REPRESENTING POLICE OFFICERS AND SERGEANTS OF POLICE OF THE CITY OF RIVIERA BEACH AND APPROPRIATING FUND BALANCE IN THE GENERAL FUND IN THE OF \$311, 755; PROVIDING AN EFFECTIVE DATE AND FOR OTHER PURPOSES.

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

WHEREAS, both parties have agreed to make changes to the following Articles 34: Wages, Article 38 Total Agreement and Article 45 Life Insurance; and,

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

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

WHEREAS, the Bargaining Agreement shall be for a period of three (3) years – Fiscal Years 1999-2000, 2000-2001, and 2001-2002.

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

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

SECTION 2. That the funds in the amount of \$311, 755 shall be appropriated from the General Fund Fund Balance Account Number 001-00-399-999 to the Police Department salary account.

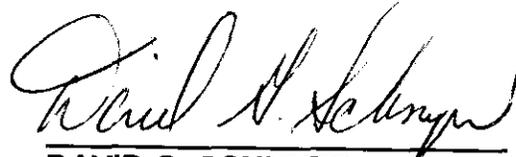
SECTION 3. A copy of the collective bargaining agreement with the new articles is attached and made a part hereof.

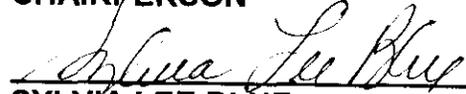
SECTION 4. This Resolution shall take effect upon its passage and approval by the City Council.

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

APPROVED:

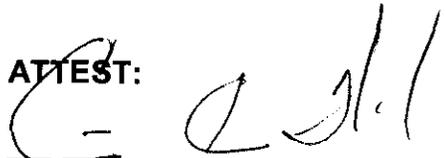

MICHAEL D. BROWN

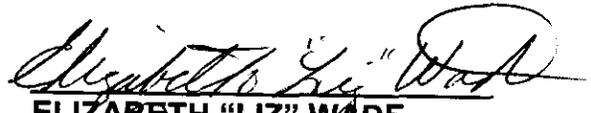
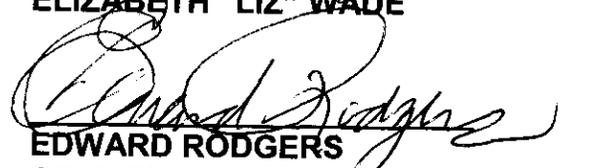

DAVID G. SCHNYER
CHAIRPERSON


SYLVIA LEE BLUE
CHAIRPERSON PRO TEM

(MUNICIPAL SEAL)


DONALD R. WILSON

ATTEST:

CARRIE E. WARD, CMC/AE
CITY CLERK


ELIZABETH "LIZ" WADE

EDWARD RODGERS
COUNCIL MEMBERS

RESOLUTION NO. 62-02
PAGE-3-

Motioned by: E. Wade

Seconded by: D. Wilson

D. SCHNYER aye

S. BLUE aye

D. WILSON aye

E. WADE aye

E. RODGERS aye

REVIEWED AS TO LEGAL SUFFICIENCY

Raych H. Ryan

CITY ATTORNEY
CITY OF RIVIERA BEACH

DATE 4/2/02

AGREEMENT BETWEEN
THE CITY OF RIVIERA BEACH, FLORIDA

AND

INTERNATIONAL UNION OF POLICE

ASSOCIATION

FOR POLICE OFFICERS AND SERGEANTS

CONTRACT YEAR OCTOBER 1, 1999

THROUGH

SEPTEMBER 30, 2002

TABLE OF CONTENTS

<u>ARTICLE</u>		<u>PAGE</u>
	PREAMBLE	1
1	RECOGNITION	2
2	TERMS OF AGREEMENT	3
3	REPRESENTATION OF THE CITY	4
4	REPRESENTATION OF THE I.U.P.A.	5
5	PREVAILING BENEFITS	6
6	NO STRIKE PROVISION	7
7	MANAGEMENT RIGHTS	8
8	HOLIDAYS	10
9	COMPASSIONATE LEAVE	11
10	WORKING CONDITIONS	12
11	BULLETIN BOARD	13
12	VACATION	14
13	COURT PAY	16
14	OVERTIME	17
15	COMPENSATION OVERTIME	18
16	LINE OF DUTY INJURIES	19
17	HAZARD DUTY PAY	20
18	CLOTHING ALLOWANCE	21
19	CLEANING ALLOWANCE	22
20	EVIDENCE STORAGE	23
21	SAFETY	24
22	PHYSICAL FITNESS	25

ARTICLE

PAGE

23	ON CALL	26
24	FIELD TRAINING OFFICER.	27
25	SENIORITY AND PERSONNEL REDUCTION	28
26	GRIEVANCE PROCEDURES.	30
27	DEPARTMENTAL DISCIPLINARY REVIEW BOARD.	35
28	INTERROGATION PROCEDURE	37
29	PROMOTIONS.	39
30	HOLIDAY COMPENSATION TIME	48
31	SICK TIME	49
32	LOCKER SPACE.	52
33	BREATHALYZER OPERATORS.	53
34	WAGES	54
35	ATTENDANCE AT MEETINGS.	56
36	TIME POOL	57
37	RULES OF CONSTRUCTION	58
38	TOTAL AGREEMENT	59
39	PROVISIONS IN CONFLICT WITH LAW	60
40	PRODUCTIVITY.	61
41	REDUCTION OF ABSENCES	62
42	MISCELLANEOUS	64
43	DEFINITIONS	65
44	DENTAL INSURANCE.	67
45	HEALTH INSURANCE/LIFE INSURANCE	68
46	PENSION	69

ARTICLE

PAGE

47	DRUG TESTING.	70
48	AMERICANS WITH DISABILITIES ACT	87
49	EMPLOYEES UNABLE TO PERFORM JOB DUTIES FOLLOWING ON-THE-JOB INJURY/ JOB-RELATED ILLNESS OR DISABILITY.88
50	EDUCATION INCENTIVE.89

PREAMBLE

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

- (1) The promotion of harmonious relationships between the City and the I.U.P.A.
- (2) The establishment of an equitable and peaceful procedure for the resolution of differences, and
- (3) The establishment of rates of pay, hours of work and other conditions of employment.

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

ARTICLE 1: RECOGNITION

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

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

ARTICLE 2: TERMS OF AGREEMENT

This agreement shall be effective October 1, 1999, and shall remain in full force and effect through the 30th day of September, 2002. The duration of this agreement shall be for a term of three (3) years ending in 2002.

ARTICLE 3: REPRESENTATION OF THE CITY

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

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

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

ARTICLE 5: PREVAILING BENEFITS

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

ARTICLE 6: NO STRIKE PROVISION

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

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

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

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

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

ARTICLE 7: MANAGEMENT RIGHTS

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

- A. To manage and direct the employees of the City.
- B. To hire, promote, transfer, schedule, assign, and retain employees in positions with the City.
- C. To suspend, demote, discharge or take disciplinary action against employees from duties for just cause.
- D. To relieve employees from duty because of lack of work, business necessity, funds or other legitimate reasons.
- E. To maintain the efficiency of the operations of the City.
- F. To determine the methods, means and personnel by which such operations are to be conducted, including the right to contract and subcontract existing and future work.
- G. To determine the organization of City government.
- H. To determine the number of employees to be employed by the City.
- I. To determine the number, types and grades of positions or employees assigned to an organizations unit, department or project.
- J. To determine internal security practices.
- K. To determine those matters to be covered by the Civil Service System.
- L. To determine the minimum manning requirements to provide safety and security to the citizenry of Riviera Beach.

ARTICLE 7: MANAGEMENT RIGHTS (CONTINUED)

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

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

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

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

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

ARTICLE 8: HOLIDAYS

The City shall recognize the following days as Holidays:

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

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

ARTICLE 9: COMPASSIONATE LEAVE

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

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

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

ARTICLE 10: WORKING CONDITIONS

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

ARTICLE 11: BULLETIN BOARD

The City shall allow space within the confines of the Police Department Squad Room for a bulletin board for INTERNATIONAL UNION OF POLICE ASSOCIATION notices.

ARTICLE 12: VACATION

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

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

ARTICLE 12: VACATION (CONTINUED)

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

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

ARTICLE 13: COURT PAY

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

ARTICLE 14: OVERTIME

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

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

ARTICLE 15: COMPENSATION OVERTIME

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

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

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

ARTICLE 16: LINE OF DUTY INJURIES

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

ARTICLE 17: HAZARD DUTY PAY

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

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

ARTICLE 18: CLOTHING ALLOWANCE

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

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

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

ARTICLE 19: CLEANING ALLOWANCE

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

ARTICLE 20: EVIDENCE STORAGE

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

ARTICLE 21: SAFETY

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

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

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

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

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

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

ARTICLE 22: PHYSICAL FITNESS

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

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

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

ARTICLE 23: ON CALL

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

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

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

ARTICLE 24: FIELD TRAINING OFFICER

The City shall compensate each training officer at the rate of fifty dollars (\$50.00) per week for training so long as the officer is so assigned and provided the officer has successfully completed the Field Training Officer's Course.

ARTICLE 25: SENIORITY AND PERSONNEL REDUCTION

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

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

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

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

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

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

ARTICLE 25: SENIORITY AND PERSONNEL REDUCTION (CONTINUED)

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

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

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

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

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

ARTICLE 26: GRIEVANCE PROCEDURES

A. DEFINITIONS

1. A grievance is defined as any dispute involving the application or interpretation of this Agreement.
2. The term "employee" includes an individual within the bargaining unit covered by this Agreement.
3. The term "day" when used in this procedure, shall mean calendar days, Monday through Friday, excluding holidays.

B. WITHDRAWAL OF GRIEVANCE

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

A grievance shall be processed as hereinafter provided:

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

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

ARTICLE 26: GRIEVANCE PROCEDURES (CONTINUED)

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

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

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

ARTICLE 26: GRIEVANCE PROCEDURES. (CONTINUED)

If the City Manager does not agree that the matter is arbitrable, notification shall be sent to the I.U.P.A. of such within ten (10) days of receipt of the I.U.P.A. request to proceed to arbitration. The parties agree that in such an instance, an arbitrator will be selected according to the rules of FMCS, to determine solely the question of arbitrability. Such decision shall be based solely on written briefs, exhibits and affidavits submitted by the parties, with no oral argument allowed. In the event the arbitrator finds the grievance not arbitrable, the I.U.P.A. will take no further action regarding the arbitrability of the grievance.

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

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

ARTICLE 26: GRIEVANCE PROCEDURES (CONTINUED)

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

C. GENERAL PROVISIONS

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

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

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

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

ARTICLE 26: GRIEVANCE PROCEDURES (CONTINUED)

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

ARTICLE 27: DEPARTMENTAL DISCIPLINARY REVIEW BOARD

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

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

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

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

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

It is agreed that the convening of the Departmental Disciplinary Review Board shall be effectuated as expeditiously as possible following charges being levied against the accused employee. Should the accused employee request to continue a hearing or delay its convening, then it is agreed that the employee waives his emoluments in exchange for the continuance or delay of the hearing.

ARTICLE 27: DEPARTMENTAL DISCIPLINARY REVIEW BOARD (CONTINUED)

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

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

ARTICLE 28: INTERROGATION PROCEDURE

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

A. The interrogation shall be conducted at a reasonable hour, preferably while the accused is on duty, unless the seriousness of the investigation is of such degree that an immediate action is required. The City shall endeavor to the best of its ability to interrogate on duty. If it occurs while on duty, a commanding officer or a supervisor of the accused shall be notified of the interrogation.

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

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

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

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

ARTICLE 28: INTERROGATION PROCEDURE (CONTINUED)

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

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

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

I. At the request of the accused, he or she shall have the right to be represented by counsel or any other representatives of his or her choice during the entire interrogation.

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

ARTICLE 29: PROMOTIONS

Promotions shall be considered in the following manner:

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

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

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

ARTICLE 29: PROMOTIONS (CONTINUED)

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

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

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

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

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

ARTICLE 29: PROMOTIONS (CONTINUED)

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

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

a. Prior to the date of the examination, the candidate must have two (2) years of continuous service as a sworn police sergeant in the Riviera Beach Police Department and satisfactorily completed the probationary period.

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

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

ARTICLE 29: PROMOTIONS (CONTINUED)

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

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

ARTICLE 29: PROMOTIONS (CONTINUED)

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

F. PROMOTIONAL PROCESS: Candidates must obtain a minimum score of seventy percent (70%) on the written examination to be eligible for further consideration. Written promotional examinations shall be augmented by oral interview and staff evaluations. The oral interview shall be conducted by members of local law enforcement agencies, which shall include three (3) persons of the rank of lieutenant or captain, depending on the promotional level, under the supervision of the City's Director of Human Resources or designee. The average shall count up to twenty (20) points towards the maximum of one hundred (100) points.

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

Written Examination:	50%
Oral Interview:	20%
Staff Evaluation:	30%

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

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

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

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

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

Points: _____

ARTICLE 29: PROMOTIONS (CONTINUED)

2. EDUCATION AND TRAINING

Formal Education:

Four-Year Degree in Criminal Justice or
Similarly Qualified Degree 5 Points

Other Four-Year Degree 4 Points

Two-Year Degree in Criminal Justice or
Similarly Qualified Degree 3 Points

Other Two-Year Degree 2 Points

Select highest achieved Points: _____
(Maximum 5 Points)

Career Development Courses:

Through Advanced 1 Point

Supervision 2 Points

Mid-Management 4 Points

Select highest completed Points: _____
(Maximum 4 Points)

Seminars and Short Courses:

Eighty Hours or less 1/2 Point Each for a
Maximum Total of 2 Points

More Than Eighty Hours 1 Point Each for a
Maximum of 3 Points

Points for Seminars and Short Courses Points: _____
(Maximum 3 Points)

Total Points: Average the three subsection
totals indicated above:

(Maximum 4 Points) Points: _____

ARTICLE 29: PROMOTIONS (CONTINUED)

3. DEPENDABILITY - AVERAGE PERFORMANCE EVALUATION FOR PAST TWO (2) YEARS AS TAKEN FROM PERSONNEL FILE

Outstanding	3 Points
Excellent	2 Points
Satisfactory	1 Point

Total Points: (Maximum 3 Points) Points: _____

4. INITIATIVE - AVERAGE PERFORMANCE EVALUATION FOR PAST TWO (2) YEARS AS TAKEN FROM PERSONNEL FILE

Outstanding	3 Points
Excellent	2 Points
Satisfactory	1 Point

Total Points: (Maximum 3 Points) Points: _____

5. ATTENDANCE

No days missed within past year	3 Points
To 5 days missed within past year	2 Points
To 8 days missed within past year	1 Point
Over 8 days missed within past year	0 Points

Total Points: (Maximum 3 Points) Points: _____

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

To Five	1 Point
More Than Five	2 Points

Total Points: (Maximum 2 Points) Points: _____

7. SENIORITY

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

Total Points: (Maximum 10 Points) Points: _____

TOTAL POINTS FOR STAFF EVALUATION POINTS: _____

ARTICLE 29: PROMOTIONS (CONTINUED)

8. DISCIPLINARY ACTION (WITHIN PAST TWO YEARS)

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

TOTAL POINTS TO BE SUBTRACTED: Points: _____

GRAND TOTAL (Maximum 30 Points): POINTS: _____

The employee's personnel file shall be reviewed by the Chief, two (2) staff officers, and one (1) lieutenant of the Riviera Beach Police Department to evaluate the performance record of the employee. This will count up to thirty (30) points towards maximum of one hundred (100) points.

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

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

ARTICLE 29: PROMOTIONS (CONTINUED)

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

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

ARTICLE 30: HOLIDAY COMPENSATION TIME

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

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

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

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

ARTICLE 31: SICK TIME

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

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

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

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

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

ARTICLE 31: SICK TIME (CONTINUED)

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

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

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

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

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

ARTICLE 31: SICK TIME (CONTINUED)

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

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

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

ARTICLE 32: LOCKER SPACE

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

ARTICLE 33: BREATHALYZER OPERATORS

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

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

ARTICLE 34: WAGES

Effective October 1, 1999, the Employer will retroactively adjust the individual employee's Fiscal Year 1999/2000 wages by two percent (2%). An employee hired subsequent to October 1, 1999, will only receive retroactive pay to the initial date of employment. Employees who are at the maximum when the two percent (2%) is applied will receive a lump sum.

Effective October 1, 2000, the Employer will retroactively adjust the individual employee's Fiscal Year 2000/2001 wages by three percent (3%). An employee hired subsequent to October 1, 2000 will only receive retroactive pay to the initial date of employment. Employees who are at the maximum when the three percent (3%) is applied will receive a lump sum.

Effective October 1, 2001, the Employer will retroactively adjust the individual employee's Fiscal Year 2001/2002 wages by three percent (3%). During the Fiscal Year 2001/2002, effective on the anniversary date of each individual employee, the employer will pay merit increases as follows:

Outstanding	2.0%
Excellent	1.5%
Satisfactory	1.0%

An employee hired subsequent to October 1, 2001, will only receive retroactive pay to the initial date of employment. Employees who are at the maximum when the three percent (3%) is applied will receive a lump sum. Also employees who will exceed the maximum when the two percent (2%) merit is applied, will receive a lump sum on their anniversary date.

ARTICLE 34: WAGES CONTINUED

Additionally, the City will adopt the minimum and maximum salaries as recommended by the DMG Study.

An employee must be employed on the date of ratification by both parties in order to be eligible for retroactivity.

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

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

ARTICLE 35: ATTENDANCE AT MEETINGS

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

ARTICLE 36: TIME POOL

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

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

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

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

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

ARTICLE 37: RULES OF CONSTRUCTION

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

ARTICLE 38: TOTAL AGREEMENT

The duration of this Agreement shall be for a term of three (3) years. The effective date of this Agreement shall be from October 1, 1999 to September 30, 2002.

ARTICLE 39: PROVISIONS IN CONFLICT WITH LAW

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

ARTICLE 40: PRODUCTIVITY

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

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

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

ARTICLE 41: REDUCTION OF ABSENCES

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

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

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

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

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

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

ARTICLE 41: REDUCTION OF ABSENCES (CONTINUED)

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

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

ARTICLE 42: MISCELLANEOUS

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

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

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

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

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

ARTICLE 43: DEFINITIONS

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

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

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

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

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

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

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

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

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

ARTICLE 43: DEFINITIONS (CONTINUED)

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

ARTICLE 44: DENTAL INSURANCE

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

ARTICLE 45: HEALTH INSURANCE

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

LIFE INSURANCE

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

ARTICLE 46: PENSION

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

ARTICLE 47: DRUG TESTING

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

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

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

IV. DEFINITIONS:

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

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

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

ARTICLE 47: DRUG TESTING (CONTINUED)

V. POLICY:

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

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

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

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

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

ARTICLE 47: DRUG TESTING (CONTINUED)

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

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

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

VI. THE ORDER:

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

ARTICLE 47: DRUG TESTING (CONTINUED)

VII. METHODOLOGY:

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

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

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

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

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

ARTICLE 47: DRUG TESTING (CONTINUED)

VIII. PROVIDER QUALIFICATIONS:

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

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

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

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

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

ARTICLE 47: DRUG TESTING (CONTINUED)

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

Federal and State Inspections:

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

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

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

ARTICLE 47: DRUG TESTING (CONTINUED)

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

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

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

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

ARTICLE 47: DRUG TESTING (CONTINUED)

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

IX. SPECIMEN COLLECTION PROCEDURES:

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

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

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

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

ARTICLE 47: DRUG TESTING (CONTINUED)

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

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

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

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

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

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

ARTICLE 47: DRUG TESTING (CONTINUED)

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

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

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

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

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

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

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

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

ARTICLE 47: DRUG TESTING (CONTINUED):

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

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

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

X. LABORATORY ANALYSIS PROCEDURES:

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

ARTICLE 47: DRUG TESTING (CONTINUED)

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

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

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

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

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

ARTICLE 47: DRUG TESTING (CONTINUED)

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

NOTE: These cutoff levels are subject to revision. The laboratory must be able to document its performance at a specified cutoff level by the use of quality control, both open and blind. If a positive initial test result is consistent with prescribed or over the counter medication listed by an employee of the City of Riviera Beach and/or Consulab Consent Form, then that information should be specified on the toxicology report.

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

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

ARTICLE 47: DRUG TESTING (CONTINUED)

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

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

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

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

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

ARTICLE 47: DRUG TESTING (CONTINUED)

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

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

1. Initial Testing:

Number of specimens received:

Number of specimens reported out:

Number of specimens screened positive for:

Amphetamines

Barbiturates

Benzodiazepines

Cocaine Metabolites

Cannaboids

Methaqualone

Opiates

Phencyclidine (PCP)

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

1. Must be able to test up to twenty (20) officers a month, Monday through Friday, and be able to schedule collection site personnel by 8:00 a.m.
2. Must offer the choices of either blood or urine to be used as a sample given for the test.
3. All containers must be sterilized and individually packaged.

ARTICLE 47: DRUG TESTING (CONTINUED)

4. Must keep a portion of the sample received in the event a second test has to be performed. Initial sample divided into two (2) separate containers. Second half of initial sample to be used only when employees who tested positive does not elect to provide any additional sample.
5. Sample will be tested and reported within 24 to 48 hours on an initial negative test and within 72 hours for a positive, confirmed positive test. (GCMS confirmation).
6. Must test all samples using an initial screening test and confirming all positive using the Gas Chromatography Mass Spectrometry (GCMS) or better testing.
7. During 180 day period after written notification of a positive test result, the employee who has provided the specimen shall be permitted by the employer to have a portion of the original specimen retested at the employee's expense.. Such retesting shall be done at another HRS/NIDA licensed laboratory chosen by the employee or job applicant. Second laboratory must test at equal or greater sensitivity and first laboratory is responsible for transfer and integrity of sample. (Division of Worker's Comp. Rule 38F, pg. 13).

ARTICLE 47: DRUG TESTING (CONTINUED):

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

9. Chain of custody must be proved by the following means:
 - a. Witness' signature serves to verify that employee/applicant and collection site person and sample were in view at all times.
 - b. Person witnessing via signature on COC form is attesting to this.
 - c. Following prescribed chain of custody procedures outlined in the Federal Register and are part of a documentation package.
 - d. Same as "C".
 - e. Be able to document who received sample, and what happened to it.
 - f. Be able to document who retested sample, and how the technician received the sample.
 - g. Be able to prove samples kept in a secure location.
 - h. Be able to prove that the test results are of the sample in question.

ARTICLE 48: AMERICANS WITH DISABILITIES ACT

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

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

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

- A. Following an on-the-job injury, job related illness, or job-related disability, an employee has a maximum of eighteen (18) months from the date last worked to return to the original duties of the employee's position, with or without a reasonable accommodation. The employee's ability to perform the duties of a position is determined by the employee's physicians and verified by the Police Chief.
- B. If an employee is unable to return to the original duties of the employee's position within eighteen (18) months from the date last worked following an on-the-job injury, job-related illness, or job-related disability, the employee will be recommended for termination. A disabled employee will not be terminated if the employee can be reasonably accommodated in the employee's current position, in accordance with the guidelines of the Rehabilitation Act of 1973 as amended, and the Americans with Disabilities Act of 1990.
- C. If an employee returns to work within the eighteen (18) month period and has a subsequent recurrence of the same on-the-job injury, job-related illness, or job-related disability, the total combined lost time from work for any on-the-job injury, job-related illness, or job-related disability may not exceed twenty-four (24) months in the most recent thirty (30) month period.

ARTICLE 50: EDUCATION INCENTIVE

Upon ratification of this Article, all employees who take approved course work related to their job or leading to a degree relating to their job, and achieve a grade of "A" or "B" in either under-graduate or graduate work, shall be entitled to a refund of one hundred percent (100%) of tuition costs, up to five hundred dollars (\$500.00) per year, upon completion of the course. Employees who achieve a grade of "C" shall be entitled to a refund of seventy-five percent (75%) of tuition costs, up to three hundred fifty dollars (\$350.00) per year, upon completion of the course. The Director of Human Resources shall, after consultation with the Department Head, determine whether or not the courses are approved.

Agreed on this _____ day of _____, 2002, by and between the respective parties through an authorized representative or representatives of the International Union of Police Association and by the City of Riviera Beach.

CITY OF RIVIERA BEACH

INTERNATIONAL UNION
OF POLICE ASSOCIATION

CITY MANAGER

RLT Cism
PRESIDENT of IUPA Local 6004

[Signature]
MAYOR

[Signature]
IUPA- Florida GENERAL COUNSEL

WITNESSES:

WITNESSES:

[Signature]
[Signature] 4/06

ATTEST:

[Signature] 4/03/02
CITY CLERK

RESOLUTION NO. 63-02

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF RIVIERA BEACH, PALM BEACH COUNTY, FLORIDA, REQUESTING APPROVAL TO RE-SOD THE FOOTBALL FIELD AT WELLS RECREATION CENTER AND THE AUTHORIZATION TO TRANSFER FUNDS FOR PAYMENT OF SAME IN THE AMOUNT OF \$26,800 FROM ACCOUNT NUMBER 305-1232-572-0-4602 TO ACCOUNT NUMBER 001-1232-572-0-4603; AND PROVIDING AN EFFECTIVE DATE.

WHEREAS, the football field at Wells Recreation Center is in dire need of re-sodding; and

WHEREAS, the Recreation Department has received three estimates;

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

SECTION 1. That the City Council approves the amount of \$26,800 for the re-sodding of the Football Field at Wells Recreation Center.

SECTION 2. That the City Council approves the transfer of \$26,800 from the Capital Improvement Fund Account Number 305-1232-572-0-4602 to Account Number 001-1232-572-0-4603 for payment to re-sod the Football Field.

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

PASSED AND APPROVED this _____ day of _____ 2002.

RESOLUTION NO. 63-02

PAGE -2-

PASSED AND APPROVED this 17th day of April 2002.

APPROVED:



MICHAEL D. BROWN
MAYOR

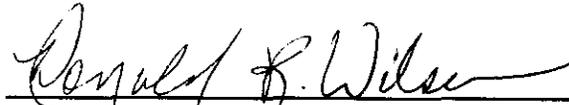


DAVID G. SCHNYER, CHAIRPERSON



SYLVIA LEE BLUE, CHAIR PRO-TEM

ATTEST:

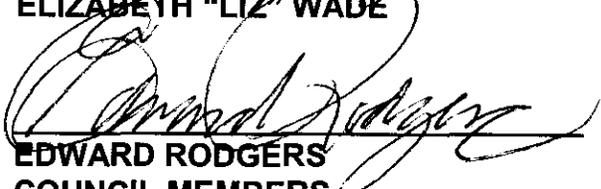


DONALD R. WILSON



CARRIE E. WARD, CMC/AE
CITY CLERK



ELIZABETH "LIZ" WADE


EDWARD RODGERS
COUNCIL MEMBERS

MOTIONED BY: S. Blue

SECONDED BY: E. Wade

D. SCHNYER aye

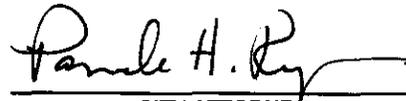
S. BLUE aye

D. WILSON aye

E. WADE aye

E. RODGERS aye

REVIEWED AS TO LEGAL SUFFICIENCY



CITY ATTORNEY
CITY OF RIVIERA BEACH

DATE: 4/11/02

RESOLUTION NO. 64-02

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF RIVIERA BEACH, PALM BEACH COUNTY, FLORIDA, AMENDING THE PAY AND CLASSIFICATION PLAN BY CREATING THE GENERAL SUPERVISORY / CONFIDENTIAL POSITION UNDER THE CLASSIFICATION OF GS/C31 CRIME ANALYST AND AUTHORIZING PAYMENT FROM THE LOCAL LAW ENFORCEMENT BLOCK GRANT 2000 AND 2001 IN THE AMOUNT OF \$42,338.34; AND PROVIDING AN EFFECTIVE DATE.

WHEREAS, The City of Riviera Beach has received funding for this position through LLEBG 2000 and 2001.

WHEREAS, the responsibilities of this position involves the collection of data, management and analysis of crime data, and other data to find crime trends and patterns series, calls for service, hot spots, and other crime problems.

WHEREAS, the Police Department as well as its Citizenry, will greatly benefit from the technical skills of a Crime Analyst.

WHEREAS, this position will supervise the Records Section.

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

SECTION 1. That the pay and classification schedule be amended to create the following classification as follows:

<u>Class Title</u>	<u>Position</u>	<u>Range</u>	<u>Salary</u>
Police Non-Sworn	Crime Analyst	GS/C31	\$29,265 - \$43,737

SECTION 2. That the pay and classification schedule be amended to reflect the position of Crime Analyst.

SECTION 3. That the Interim Finance Director is authorized to pay this salary from account 136-0817-521-0-1201.

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

RESOLUTION NO. 64-02
PAGE 2

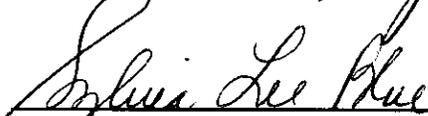
PASSED AND APPROVED this 17th day of April, 2002.

APPROVED:


MICHAEL D. BROWN, MAYOR


DAVID G. SCHNYER, CHAIRPERSON

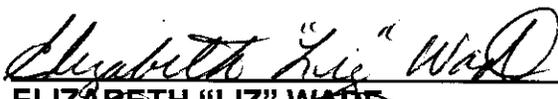
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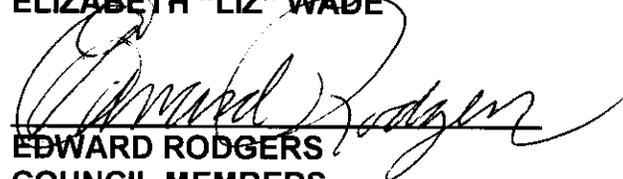

SYLVIA LEE BLUE, CHAIR PRO-TEM

[MUNICIPAL SEAL]


DONALD R. WILSON


CARRIE E. WARD, CMC/AAE
CITY CLERK


ELIZABETH "LIZ" WADE


EDWARD RODGERS
COUNCIL MEMBERS

MOTIONED BY: S. Blue

SECONDED BY: E. Wade

D. SCHNYER aye

S. BLUE aye

D. WILSON aye

E. WADE aye

E. RODGERS aye

REVIEWED AS TO LEGAL SUFFICIENCY


CITY ATTORNEY
CITY OF RIVIERA BEACH

DATE: 4/9/02

RESOLUTION NO. 65-02

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF RIVIERA BEACH, PALM BEACH COUNTY, FLORIDA, ACCEPTING THE TERMS AND CONDITIONS OF THE FLORIDA EMERGENCY MEDICAL SERVICES COUNTY GRANT AWARD C1050 FOR THE YEAR 2001-2002, WITH THE PALM BEACH COUNTY BOARD OF COUNTY COMMISSIONERS, FLORIDA, TO EXPAND AND/OR IMPROVE THE CITY'S EMERGENCY MEDICAL SERVICES DELIVERY; AUTHORIZING THE FINANCE DIRECTOR TO SET UP A BUDGET IN FUND 107-00-337205 IN THE AMOUNT OF \$30,676.00; AUTHORIZING THE FIRE DEPARTMENT TO PURCHASE FOUR ADULT INTUBATION HEADS AND FOUR PEDIATRIC INTUBATION HEADS IN THE AMOUNT OF \$6,076.00, FROM MDS MATRX, BALLENTINE, S.C., AND FIVE RESCUE TRUCK MEDICATION COOLING SYSTEMS IN THE AMOUNT OF \$23,100.00, FROM ODYSSEY AUTOMOTIVE SPECIALTY, WHARTON, N.J. FROM ACCOUNT NO. 107-0921-526-0-6405, AND ONE - 27 INCH TV, ONE - 20 INCH TV/VCR COMBINATION, ONE VCR AND ONE VCR CART IN THE AMOUNT OF \$1,500.00 FROM CIRCUIT CITY, WEST PALM BEACH, FL FROM ACCOUNT NO. 107-0921-526-0-5206; AUTHORIZING THE FINANCE DIRECTOR TO MAKE PAYMENT FOR SAME; AND PROVIDING AN EFFECTIVE DATE.

WHEREAS, The State of Florida Emergency Medical Services County Grant Program offers funding to expand and/or improve the delivery of Emergency Medical Services within the State of Florida; and

WHEREAS, Riviera Beach Fire Rescue Provides Emergency Medical Services within the City of Riviera Beach; and

WHEREAS, Riviera Beach Fire Rescue's members strive to maintain the highest quality standards, equipment and training.

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

RESOLUTION NO. 65-02

PAGE 2

Section 1: The City Council hereby accepts the grant amount of \$30,676.00 from the Florida Emergency Medical Services (EMS) County Grant Award C1050 and Palm Beach County Board of County Commissioners for the year 2001-2002, to expand and/or improve the City's pre-hospital Emergency Medical Services.

Section 2: The City Council authorizes the Finance Director to set the budget in Fund 107-00-337205 in the amount of \$30,676.00 for payment for the EMS Grant items.

Section 3: The City Council authorizes the Fire Department to purchase four adult intubation heads and four pediatric intubation heads in the amount of \$6,076.00, from MDS Matrix, Ballentine, S.C., and five rescue truck medication cooling systems in the amount of \$23,100.00 from Odyssey Automotive Specialty, Wharton, N.J. from account number 107-0921-526-0-6405 and one – 27 inch TV, one – 20 inch TV/VCR combination, one VCR and one VCR cart in the amount of \$1,500.00 from Circuit City, West Palm Beach, FL from account number 107-0921-526-0-5206.

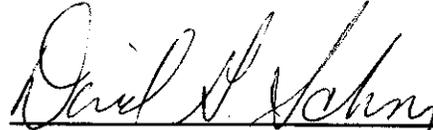
Section 4: This grant will not be used to supplant the City's existing budget allocation.

PASSED and APPROVED this 17th day of April, 2002.

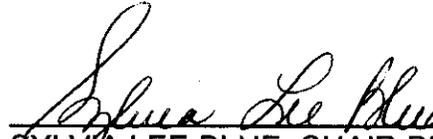
RESOLUTION NO. 65-02
PAGE 3

APPROVED:

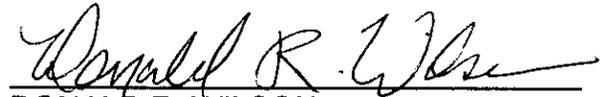

MICHAEL D. BROWN, MAYOR

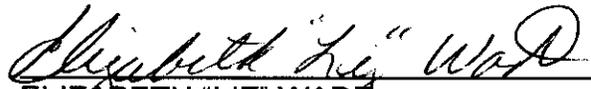

DAVID G. SCHNYER, CHAIR PERSON

(MUNICIPAL SEAL)

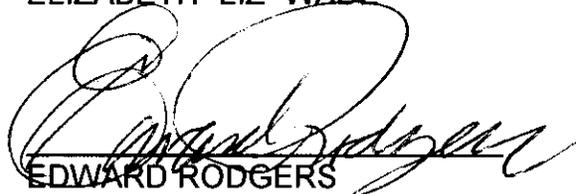

SYLVA LEE BLUE, CHAIR PRO-TEM

ATTEST:


DONALD R. WILSON


ELIZABETH "LIZ" WADE

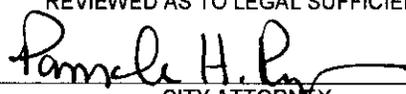

CARRIE E. WARD, CMC/AAE
CITY CLERK


EDWARD RODGERS
COUNCIL MEMBERS

MOTIONED BY: S. Blue

SECONDED BY: E. Wade

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

REVIEWED AS TO LEGAL SUFFICIENCY

CITY ATTORNEY
CITY OF RIVIERA BEACH
DATE: 4/9/02

RESOLUTION NO. 66-02

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF RIVIERA BEACH, PALM BEACH COUNTY, FLORIDA, ACCEPTING STAFF RECOMMENDATION AND APPROVING THE CONTRACT TO PROVIDE CONSTRUCTION RENOVATION SERVICES TO THE CITY'S ADMINISTRATION BUILDING, 2nd FLOOR IN ACCORDANCE WITH PLANS AND SPECIFICATIONS AS OUTLINED ON MPA PLAN/FILE #0113 AND PROPOSAL FROM WINGATE CORPORATION IN THE AMOUNT OF \$27,500.00; AUTHORIZING THE MAYOR AND CITY CLERK TO EXECUTE A CONTRACT BETWEEN THE CITY AND WINGATE CORPORATION; AUTHORIZING THE MAYOR AND INTERIM FINANCE DIRECTOR TO MAKE PAYMENT FOR SAME FROM CAPITAL IMPROVEMENT FUND ACCOUNT NUMBER 308-0203-5120-4602 AND PROVIDING FOR AN EFFECTIVE DATE

WHEREAS, the City's administration building, 2nd floor is in need of construction renovation services in order to create space for additional staff; and

WHEREAS, Wingate Corporation of West Palm Beach, Florida submitted a responsive bid proposal in the amount of \$27,500 and is prepared to perform the work; and

WHEREAS, the Executive Department has budgeted the necessary funds for said renovations.

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

SECTION 1. That the City Council hereby authorizes staff to make the necessary renovations to the administrative building, 2nd floor.

SECTION 2. That the Mayor and Interim Finance Director are authorized to make payment for construction renovations to the administration building, 2nd floor in accordance with plans and specifications as outlined on MPA plan/file #0113 and proposal from Wingate Corporation in the amount of \$27,500.00.

SECTION 3. That the City Council authorizes the Mayor and City Clerk to execute the contract between the City of Riviera Beach and Wingate Corporation, Inc.

SECTION 4. That the City Council **authorizes** the Mayor and Interim Finance Director to make payment for same from Capital Improvement Fund account number 305.0203.5120.4602.

RESOLUTION NO. 66-02
PAGE 2.

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

PASSED AND APPROVED this 17th day of April 2002.

APPROVED:

Michael D. Brown
MICHAEL D. BROWN,
MAYOR

David G. Schnyer
DAVID G. SCHNYER,
CHAIRPERSON

(MUNICIPAL SEAL)

Sylvia Lee Blue
SYLVIA LEE BLUE,
CHAIRPERSON PRO-TEM

Donald R. Wilson
DONALD R. WILSON

ATTEST:

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

Edward Rodgers
EDWARD RODGERS
Elizabeth "Liz" Wade
ELIZABETH "LIZ" WADE
COUNCIL MEMBERS

MOTIONED BY: E. Wade

SECONDED BY: S. Blue

D. SCHNYER aye

S. BLUE aye

D. WILSON aye

E. RODGERS aye

E. WADE aye

REVIEWED AS TO LEGAL SUFFICIENCY

Samuel H. Ry
CITY ATTORNEY
CITY OF RIVIERA BEACH

DATE: 4/10/02

**CITY OF RIVIERA BEACH
CONTRACT FOR CONSTRUCTION**

This Contract is made as of the 17th day of April, 2002 by and between the CITY OF RIVIERA BEACH, a Political Subdivision of the State of Florida, by and through its City Council, hereinafter referred to as the CITY, and Wingate Corporation, located at 3518 Broadway, West Palm Beach, FL [] an individual, [] a partnership, [X] a corporation authorized to do business in the State of Florida, hereinafter referred to as the CONTRACTOR, whose Federal I.D. or Social Security number is 65-1053707.

In consideration of the mutual promises contained herein, the CITY and the CONTRACTOR agree as follows:

ARTICLE 1 - SERVICES

The CONTRACTOR'S responsibility under this Contract is to provide construction renovation services to the City's Administration building, 2nd floor, located at 600 West Blue Heron Boulevard, Riviera Beach, Florida, 33404. The Contractor shall perform all work in accordance with the plans and specifications as outlined on MPA Plan / File #0113 Renovations to Riviera Beach City Hall.

The CITY'S representative/liaison during the performance of this Contract shall be City Manager of the City of Riviera Beach or designee, telephone no. (561) 845-4010.

ARTICLE 2 - SCHEDULE

- A. Time of Completion - Construction work must begin within ten (10) calendar days from the date of receipt of official notice to proceed and shall be carried on at a rate to insure its full completion within ninety (90) calendar days from the date of official notice to proceed, the rate of progress and time of completion being essential conditions of this agreement.
- B. Deduction for not completing on time - If the contract work is not fully complete according to the terms of this Contract within the limits herein stipulated, the CONTRACTOR shall pay the CITY, not as a penalty, but as liquidated damages, a sum equal to one hundred dollars (\$100) for each day elapsing between expiration of such time limit and the date of full completion, providing, however, that the time limits herein stated are subject to extension without payment of damages, as provided in section 17, herein.
- C. Reports - Reports and other items shall be delivered or completed in accordance with the detailed schedule set forth in Exhibit "A."

ARTICLE 3 - PAYMENTS TO CONTRACTOR

- A. Generally - The CITY agrees to compensate the CONTRACTOR in accordance with the fee proposal set forth in Exhibit "B.". The total and cumulative amount of this contract shall not exceed the amount of funds

budgeted for these services. The CITY shall not reimburse the CONTRACTOR for any travel costs incurred as a direct result of the CONTRACTOR providing deliverables to the CITY in pursuance of the scope of work contained in Exhibit A, attached hereto and made part hereof.

- B. Progress Invoices - No later than the 20th day of every month, the CONTRACTOR shall prepare and submit, on a form approved by the CITY'S representative, a detailed estimate and invoice which has been completed from the start of the job up to and including the last day of the preceding month, together with such supporting evidence of the expenditures as required by this Contract.
- C. Progress Payments - Invoices received from the CONTRACTOR pursuant to this Contract will be reviewed and approved by the CITY representative, indicating that services have been rendered in conformity with the Contract and then will be sent to the Finance Department for payment. The CITY will pay to the CONTRACTOR ninety percent (90%) of the value based on the CONTRACTOR'S estimate and invoice, as approved by the CITY representative. Invoices will normally be paid within thirty (30) days following the CITY representative's approval.
- D. Payment of Expenses - All requests for payment of expenses eligible for reimbursement under the terms of this Contract shall include copies of said receipts, invoices, or other documentation acceptable to the CITY OF RIVIERA BEACH Finance Department. Such documentation shall be sufficient to establish that the expense was actually incurred and necessary in the performance of the scope of work described in this Contract. Long distance telephone calls shall identify the person(s) called, purpose of call, time and costs. Mileage charges shall identify the destination, number of miles, rate, and purpose of travel. Duplication charges shall describe the documents, purpose of duplicating, and rate charged. Any travel, per diem, mileage, meals, or lodging expenses which may be reimbursable under the terms of this Contract will be paid in accordance with the rates and conditions set forth in Section 112.061, Florida Statutes.
- E. Final Invoice - In order for both parties herein to close their books and records, the CONTRACTOR will clearly state "final invoice" on the CONTRACTOR'S final/last billing to the CITY. This certifies that all services have been properly performed and all charges and costs have been invoiced to the CITY OF RIVIERA BEACH. Since this account will thereupon be closed, any and other further charges if not properly included on this final invoice are waived by the CONTRACTOR.

ARTICLE 4 - TRUTH-IN-NEGOTIATION CERTIFICATE

Signature of this Contract by the CONTRACTOR shall also act as the execution of a truth-in-negotiation certificate certifying that the wage rates, over-head charges, and other costs used to determine the compensation provided for in this Contract are accurate, complete and current as of the date of the Contract and no higher than those charged the CONTRACTOR'S most favored customer for the same or substantially similar service.

The said rates and costs shall be adjusted to exclude any significant sums should the CITY determine that the rates and costs were increased due to inaccurate, incomplete or non current wage rates or due to inaccurate representations of fees paid to outside contractors. The CITY shall exercise its rights under this Article 4 within three (3) years following final payment.

ARTICLE 5 - TERMINATION

This Contract may be canceled by the CONTRACTOR upon thirty (30) days' prior written notice to the CITY'S representative in the event of substantial failure by the CITY to perform in accordance with the terms of this Contract through no fault of the CONTRACTOR. It may also be terminated, in whole or in part, by the CITY, with or without cause, immediately upon written notice to the CONTRACTOR. Unless the CONTRACTOR is in breach of this Contract, the CONTRACTOR shall be paid for services rendered to the CITY'S satisfaction through the date of termination. After receipt of a Termination Notice and except as otherwise directed by the CITY the CONTRACTOR shall:

- A. Stop work on the date and to the extent specified.
- B. Terminate and settle all orders and subcontracts relating to the performance of the terminated work.
- C. Transfer all work in process, completed work, and other materials related to the terminated work to the CITY.
- D. Continue and complete all parts of the work that have not been terminated.

ARTICLE 6 - PERSONNEL

The CONTRACTOR represents that it has, or will secure at its own expense, all necessary personnel required to perform the services under this Contract. Such personnel shall not be employees of or have any contractual relationship with the CITY.

All of the services required hereunder shall be performed by the CONTRACTOR or under its supervision, and all personnel engaged in performing the services shall be fully qualified and, if required, authorized or permitted under state and local law to perform such services.

Any changes or substitutions in the CONTRACTOR'S key personnel, as may be listed in Exhibit "A", must be made known to the CITY'S representative and written approval must be granted by the CITY'S representative before said change or substitution can become effective.

The CONTRACTOR warrants that all services shall be performed by skilled and competent personnel to the highest professional standards in their respective field.

The CONTRACTOR agrees that that it is fully responsible to the CITY for the acts and omissions of subcontractors and of persons either directly or indirectly employed by the CONTRACTOR. Nothing contained herein shall create any contractual relationship between any subcontractor and the CITY.

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

ARTICLE 7 - SUBCONTRACTING

The CITY reserves the right to accept the use of a subcontractor or to reject the selection of a particular subcontractor and to inspect all facilities and approve all qualifications of any subcontractor in order to make a determination as to the capability of the subcontractor to perform properly under this Contract. The CONTRACTOR is encouraged to seek minority and women business enterprises for participation in subcontracting opportunities.

If a subcontractor fails to perform or make progress, as required by this Contract, and it is necessary to replace the subcontractor to complete the work in a timely fashion, the CONTRACTOR shall promptly do so, subject to acceptance of the new subcontractor by the CITY.

ARTICLE 8 – M/WBE PARTICIPATION

M/WBE shall have the opportunity to participate in this project. Proposers are hereby informed that the City of Riviera Beach has established a goal of a minimum of 15% participation of M/WBE. A good faith effort will be made to hire M/WBE.

In keeping with the City’s policy, the CONTRACTOR further agrees to hire other minority sub-contractors to work on this project.

In accordance with the City of Riviera Beach M/WBE Ordinance #2412, as amended, the CONTRACTOR agrees to the M/WBE participation for this contract and agrees to abide by all provisions of the M/WBE Ordinance and understands that failure to comply with any of the requirements will be considered a breach of contract.

The CONTRACTOR incorporates Schedule 1 (Participation of M/WBE Contractors) and Schedule 2 (Letter of Intent) attached hereto and made a part hereof, the names, addresses, scope of work, dollar value of the M/WBE participation on Schedule 1 agreeing to perform the contract at the listed dollar value.

The CONTRACTOR agrees to maintain all relevant records and information necessary to document compliance with Ordinance #2412, as amended, and will allow the City to inspect such records.

ARTICLE 9 - 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 CONTRACTOR. The CONTRACTOR shall not be exempted from paying sales tax to its suppliers for materials used to fulfill contractual obligations with the CITY, nor is the CONTRACTOR authorized to use the CITY'S Tax Exemption Number in securing such materials.

The CONTRACTOR shall be responsible for payment of its own and its share of its employees' payroll, payroll taxes, and benefits with respect to this contract.

ARTICLE 10 - AVAILABILITY OF FUNDS

The CITY'S performance and obligation to pay under this contract is contingent upon an annual appropriation for its purpose by the CITY OF RIVIERA BEACH CITY COUNCIL.

ARTICLE 11 - INSURANCE

- A. Prior to execution of this Contract by the CITY the CONTRACTOR shall provide certificates evidencing insurance coverages as required hereunder. All insurance policies shall be issued by companies authorized to do business under the laws of the State of Florida. The Certificates shall clearly indicate that the CONTRACTOR has obtained insurance of the type, amount, and classification as required for strict compliance with the ARTICLE and that no material change or cancellation of the insurance shall be effective without thirty (30) days prior written notice to the CITY'S representative. Compliance with the foregoing requirements shall not relieve the CONTRACTOR of its liability and obligations under this Contract.
- B. The CONTRACTOR shall maintain during the term of this Contract, standard Professional Liability Insurance in the minimum amount of \$1,000,000 per occurrence.
- C. The CONTRACTOR shall maintain, during the life of this Contract, commercial general liability, including contractual liability insurance in the amount of \$500,000 per occurrence to protect the CONTRACTOR from claims for damages for bodily and personal injury, including wrongful death, as well as from claims of property damages which may arise from any operations under this Contract, whether such operations be by the CONTRACTOR or by anyone directly employed by or contracting with the CONTRACTOR.
- D. The CONTRACTOR shall maintain, during the life of this Contract, comprehensive automobile liability insurance in the minimum amount of \$500,000 combined single limit for bodily injury and property damages liability to protect the CONTRACTOR from claims for damages for bodily and personal injury, including death, as well as from claims for property damage, which may arise from the ownership, use, or maintenance of owned and non-owned automobiles, including rented automobiles whether such operations be by the CONTRACTOR or by anyone directly or indirectly employed by the CONTRACTOR.
- E. The CONTRACTOR shall maintain, during the life of this Contract, adequate Workers' Compensation Insurance and Employer's Liability Insurance in at least such amounts as are required by law for all of its employees per Florida Statute 440.02.
- F. All insurance, other than Professional Liability and Workers' Compensation, to be maintained by the CONTRACTOR shall specifically include the CITY as an "Additional Insured."

ARTICLE 12 - INDEMNIFICATION

The CONTRACTOR shall indemnify and save harmless and defend the CITY, its agents, servants, and employees from and against any and all claims, liability, losses, and/or cause of action which may arise from any negligent act

omission of the CONTRACTOR, its agents, servants, or employees in the performance of services under this Contract.

The CONTRACTOR further agrees to indemnify, save harmless and defend the CITY, its agents, servants and employees from and against any claim, demand or cause of action of whatsoever kind or nature arising out of any conduct or misconduct of the CONTRACTOR not included in the paragraph above and for which the CITY, its agents, servants or employees are alleged to be liable. Nothing contained in this provision shall be construed or interpreted as consent by the City to be sued, nor as a waiver of sovereign immunity beyond the waiver provided in Section 768.28, Florida Statutes.

ARTICLE 13 - SUCCESSORS AND ASSIGNS

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

ARTICLE 14 - VENUE

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

ARTICLE 15-REMEDIES

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

ARTICLE 16 - CONFLICT OF INTEREST

The CONTRACTOR 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 CONTRACTOR further represents that no person having any interest shall be employed for said performance.

The CONTRACTOR shall promptly notify the CITY'S representative, in writing, by certified mail, of all potential conflicts of interest for any prospective business association, interest or other circumstance which may influence or appear to influence the CONTRACTOR'S judgement or quality of services being provided hereunder. Such written

Notification shall identify the prospective business association, interest or circumstance, the nature of work that the CONTRACTOR may undertake and request an opinion of the CITY as to whether the association, interest or circumstance would, in the opinion of the CITY, constitute a conflict of interest if entered into by the CONTRACTOR. The CITY agrees to notify the CONTRACTOR of its opinion by certified mail within thirty (30) days of receipt of notification by the CONTRACTOR. If, in the opinion of the CITY, the prospective business association, interest or circumstance would not constitute a conflict of interest by the CONTRACTOR, the CITY shall so state in the notification and the CONTRACTOR shall, at its option, enter into said association, interest or circumstance and it shall be deemed not in conflict of interest with respect to services provided to the CITY by the CONTRACTOR under the terms of this Contract.

ARTICLE 17 – DELAYS AND EXTENSION OF TIME

The CONTRACTOR shall not be considered in default by reason of any failure in performance if such failure arises out of causes reasonably beyond the control of the CONTRACTOR or its subcontractors and without their fault or negligence. Such causes include, but are not limited to: acts of God; natural or public health emergencies; labor disputes; freight embargoes; and abnormally severe and unusual weather conditions.

Upon the CONTRACTOR'S request, the CITY shall consider the facts and extent of any failure to perform the work and, if the CONTRACTOR'S failure to perform was without it or its subcontractors fault or negligence, as determined by the City, the Contract Schedule and/or any other affected provision of this Contract shall be revised accordingly; subject to the CITY'S rights to change, terminate, or stop any or all of the work at any time.

If the CONTRACTOR is delayed at any time in the process of the work by any act or neglect of the CITY or its employees, or by any other contractor employed by the CITY, or by changes ordered by the CITY or in an unusual delay in transportation, unavoidable casualties, or any causes beyond the CONTRACTOR'S control, or by delay authorized by the Engineer pending negotiation or by any cause which the Engineer shall decide justifies the delay, then the time of completion shall be extended for any reasonable time the CITY may decide. No extension shall be made for delay occurring more than seven (7) days before claim therefore is made in writing to the Engineer. In the case of continuing cause of delay, only one (1) claim is necessary.

If no schedules or agreement stating the dates upon which the drawing shall be furnished is made, then no claims for delay shall be allowed because of failure to furnish drawings, until two (2) weeks after demand for the drawings and not then unless said claim is reasonable.

This article does not exclude the recovery of damages for delay by either party under other provisions in the Contract.

ARTICLE 18 - ARREARS

The CONTRACTOR shall not pledge the CITY'S credit or make it a guarantor of payment or surety for any contract, debt, obligation, judgment, lien, or any form of indebtedness. The CONTRACTOR further warrants and represents that it has no obligation or indebtedness that would impair its ability to fulfill the terms of this Contract.

ARTICLE 19 - DISCLOSURE AND OWNERSHIP OF DOCUMENTS

The CONTRACTOR shall deliver to the CITY'S representative for approval and acceptance, and before being eligible for final payment of any amounts due, all documents and materials prepared by and for the CITY under this Contract.

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

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

All covenants, agreements, representations and warranties made herein, or otherwise made in writing by any party pursuant hereto, including but not limited to any representations made herein relating to disclosure or ownership of documents, shall survive the execution and delivery of this Contract and the consummation of the transactions contemplated hereby.

ARTICLE 20 - INDEPENDENT CONTRACTOR RELATIONSHIP

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

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

ARTICLE 21 - CONTINGENT FEE: The CONTRACTOR warrants that it has not employed or retained any company or person, other than a bona fide employee working solely for the CONTRACTOR to solicit or secure this Contract and that it has not paid or agreed to pay any person, company, corporation, individual, or firm, other than a bona fide employee working solely for the CONTRACTOR, any fee, commission, percentage, gift , or any other consideration contingent upon or resulting from the award or making of this Contract.

ARTICLE 22 - ACCESS AND AUDITS

The CONTRACTOR shall maintain adequate records to justify all charges, expenses, and costs incurred in estimating and performing the work for at least three (3) years after completion of this Contract. The CITY shall have access to such books, records, and documents as required in this section for the purpose of inspection or audit during normal business hours, at the CONTRACTOR'S place of business.

ARTICLE 23 - NONDISCRIMINATION

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

ARTICLE 24 - ENFORCEMENT COSTS

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

ARTICLE 25 - AUTHORITY TO PRACTICE

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

ARTICLE 26 - SEVERABILITY

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

ARTICLE 27 - PUBLIC ENTITY CRIMES

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

ARTICLE 28 - MODIFICATIONS OF WORK

The CITY reserves the right to make changes in Scope of Work, including alterations, reductions therein or additions thereto. Upon receipt by the CONTRACTOR of the CITY'S notification of a contemplated change, the CONTRACTOR shall, in writing: (1) provide a detailed estimate for the increase or decrease in cost due to the contemplated change, (2) notify the CITY of any estimated change in the completion date, and (3) advise the CITY if the contemplated change shall effect the CONTRACTOR'S ability to meet the completion dates or schedules of this Contract.

If the CITY so instructs in writing, the CONTRACTOR shall suspend work on that portion of the Scope of Work affected by a contemplated change, pending the CITY'S decision to proceed with the change.

If the CITY elects to make the change, the CITY shall initiate a Contract Amendment and the CONTRACTOR shall not commence work on any such change until such written amendment is signed by the CONTRACTOR and approved and executed by the City Council for the CITY OF RIVIERA BEACH

ARTICLE 29 - NOTICE

All notices required in this Contract shall be sent by certified mail, return receipt requested, and if sent to the CITY shall be mailed to:

William E. Wilkins, City Manager
600 West Blue Heron Boulevard
Riviera Beach, FL 33404

and if sent to the CONTRACTOR shall be mailed to:

Timothy L. Wingate, Sr. President
Wingate Corporation
3518 Broadway
West Palm Beach, FL 33407

ARTICLE 30 - ENTIRETY OF CONTRACTUAL AGREEMENT

The CITY and the CONTRACTOR agree that this Contract sets forth the entire agreement between the parties, that there are no promises or understandings other than those stated herein, and this Contract supersedes all prior oral and written agreements between the parties hereto with respect to the subject matter hereof. None of the provisions, terms and conditions contained in this Contract may be added to, modified, superseded or otherwise altered, except by written instrument executed by the parties hereto in accordance with Article 28 - Modifications of Work.

ARTICLE 31 - SPECIAL CONDITIONS

The CONTRACTOR shall be responsible for providing a proper storage facility for all equipment to be replaced. The CITY shall be responsible for the removal of all furniture, computer, file cabinets, telephones, office equipment and supplies, etc. and stored off site by the CITY and at the CITY'S expense. The CITY shall also be responsible for complete site security.

All materials and supplies provided by CONTRACTOR shall be in accordance with the plans and specifications approved by the CITY.

The CONTRACTOR shall furnish bonds and maintain said bonds throughout the duration of the project as provided for in Florida Statutes section 255.01 Et. Seq., covering the faithful performance of the Contract and payment of all obligations arising thereunder. The bonds shall be secured by the CONTRACTOR from a surety company licensed in the State of Florida with an "A-" rating or better in management and a "10" rating or better in strength as rated by Best's Key Rating Guide published by Alfred M. Best Company, Oldwick, New Jersey 08858.

The CONTRACTOR shall be required to provide Surety Bonds in the amount of one hundred percent (100%) of the Contract amount. The required premiums shall be paid for by the CONTRACTOR.

In addition to the above-minimum qualifications, the surety company must meet at least one of the following additional qualifications:

1. The surety company shall hold a current certificate or authority as acceptably surety of federal bonds in accordance with the United States Department of Treasury Circular 570, Current Revision. The surety company shall provide the CITY with satisfactory evidence that such excess risk has been protected in an acceptable manner.
2. The surety company shall have at least the following minimum ratings in the latest revision of Best's Key Rating Guide: Best's Policy Holders Ratings -A- (minimum); Best Financial Category - Class 1.
3. Projects that do not exceed \$500,000.00, the CITY will accept bonds in accordance with Florida Statute section 287.0935.

ARTICLE 32 - INSPECTION OF WORK

The CITY'S representative or the CITY'S Engineer shall at all times have access to work wherever it is in preparation or progress; and the CONTRACTOR shall provide proper facilities for such access and for inspection.

In the specifications, the Engineer's instructions, laws, ordinances or any public authority requires any work to be specially tested or approved, the CONTRACTOR shall give the Engineer timely notice of its readiness for inspection. Inspections by the Engineer shall be made promptly and where practicable, at the source of supply. If any work should be covered up without approval or consent of the Engineer, it must, if required by the Engineer, be uncovered for examination, at the CONTRACTOR'S expense.

ARTICLE 33 – WARRANTY/GUARANTY

All materials and equipment to be furnished and/or installed by the CONTRACTOR under this contract as it relates to the construction of Municipal Building 2nd Floor Alterations in accordance with plans and specifications drawn by MPA Architects, Inc., dated October 16, 2001, shall be guaranteed by the Manufacturer, if any, for a period of N/A (no manufactured part) years from the date of final acceptance thereof against defective materials, design and workmanship. The CONTRACTOR shall guarantee all of its work, including but not limited to Labor Only for a period of one year. Upon receipt of notice from the CITY of failure of any part of the guaranty period, the affected part, parts, or materials shall be replaced promptly with new parts or materials by the CONTRACTOR or Manufacturer at no expense to the CITY. In the event the CONTRACTOR fails to make the necessary repairs or replacement within 30 days after notification by the CITY, the CITY may accomplish the work at the expense of the CONTRACTOR.

The CONTRACTOR shall provide the CITY with a written warranty of its work and with a copy of the manufacture's warranty as it relates to the materials and parts used to construct the roof.

ARTICLE 34 – PROTECTION OF WORK AND PROPERTY

The CONTRACTOR shall continuously maintain adequate protection of all work from damage, and shall protect the CITY'S property from injury or loss arising in connection with the Contract. Except for any such damage, injury, or loss, except that which may be directly due to errors caused by the CITY or employees of the CITY, the CONTRACTOR shall adequately protect adjacent property, as provided by the law, and shall provide guard fences, lights, and any other necessary materials.

Until acceptance of the work by the CITY, the CITY'S property shall be under the charge and care of the CONTRACTOR and the CONTRACTOR shall take every necessary precaution against injury or damage to the work by the action of elements or from any other cause whatsoever, and the CONTRACTOR shall repair, restore and make good, without additional work occasioned by any of the above causes before its completion and acceptance.

ARTICLE 35 – 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.

responsible for its preparation.

E. All provisions of the Contract shall be deemed material, in the event CONTRACTOR fails to comply with any of the provisions contained in this Contract or 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.

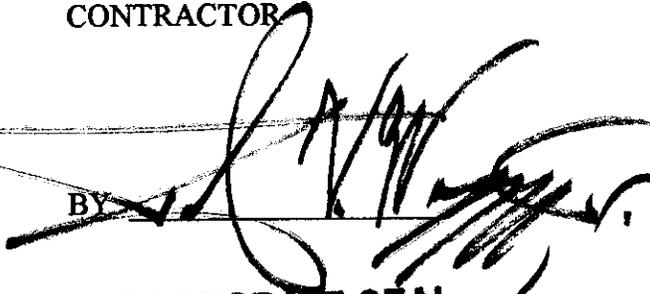
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IN WITNESS WHEREOF, the City Council of the CITY OF RIVIERA BEACH, Florida has made and executed this Contract on behalf of the CITY, and CONTRACTOR has hereunto set its hand the day and year above written.

CITY OF RIVIERA BEACH

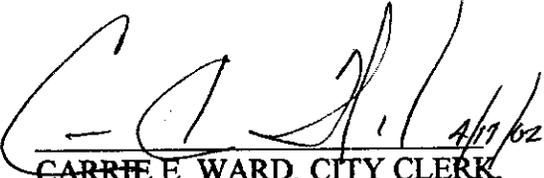
CONTRACTOR

BY: 
MICHAEL D. BROWN,
MAYOR

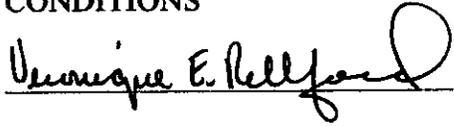
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CORPORATE SEAL
FLORIDA 2000
WINGATE CORPORATION

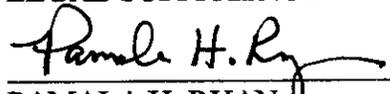
ATTEST:

BY:  4/17/02
CARRIE E. WARD, CITY CLERK,
CMC/AAE

APPROVED AS TO TERMS AND
CONDITIONS

BY: 

APPROVED AS TO FORM AND
LEGAL SUFFICIENCY

BY: 
PAMALA H. RYAN,
CITY ATTORNEY

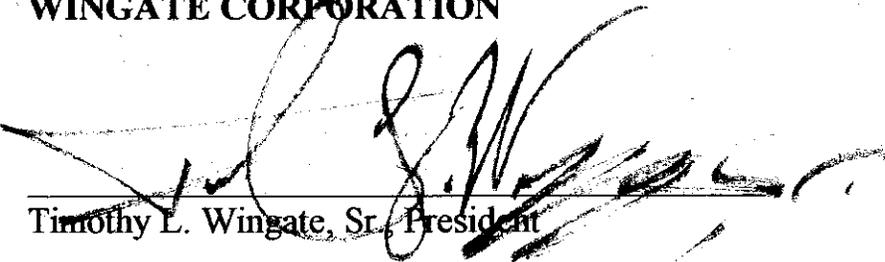
Date: 4/10/02

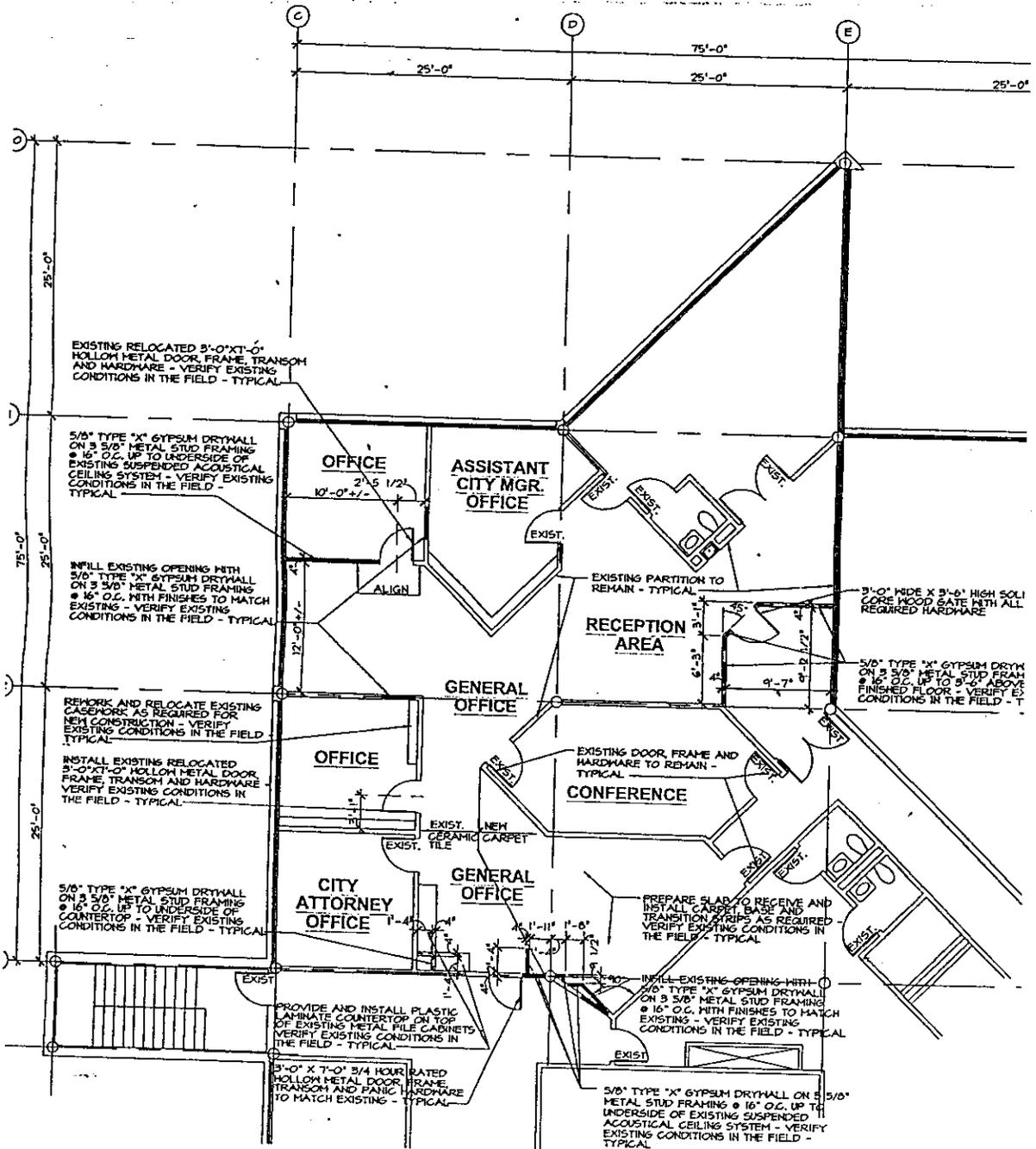
EXHIBIT A
SCOPE OF WORK

Project: City of Riviera Beach - Municipal Bldg. 2nd Floor Alterations - In Accordance With Plans and Specifications Drawn by MPA Architects, Inc., Dated Oct. 16, 2001

- Customize perimeter wall at entrance of City Manager's Office with door
- Build separation wall where existing legal secretary's office is located and remove existing door between the City Attorney's existing office and the existing legal secretary's office, relocate door into the new wall.
- Close off opening in the existing City attorney's office where door will be removed.
- Relocate door on the east side of the Assistant City Attorney's office to the south side of existing City Attorney's office and close up opening where door will be removed.
- Build wall that will separate City Manager's office from Community Development Dept. office and purchase and install new door according to plans.
- Remove and install new electrical according to plans.
- Install air conditioning ducts according to plans.
- Interior painting of new work.
- Patch acoustical ceiling that is affected by new work.
- Remove all trash and debris.
- All demolition will be done by the City of Riviera Beach Staff

WINGATE CORPORATION

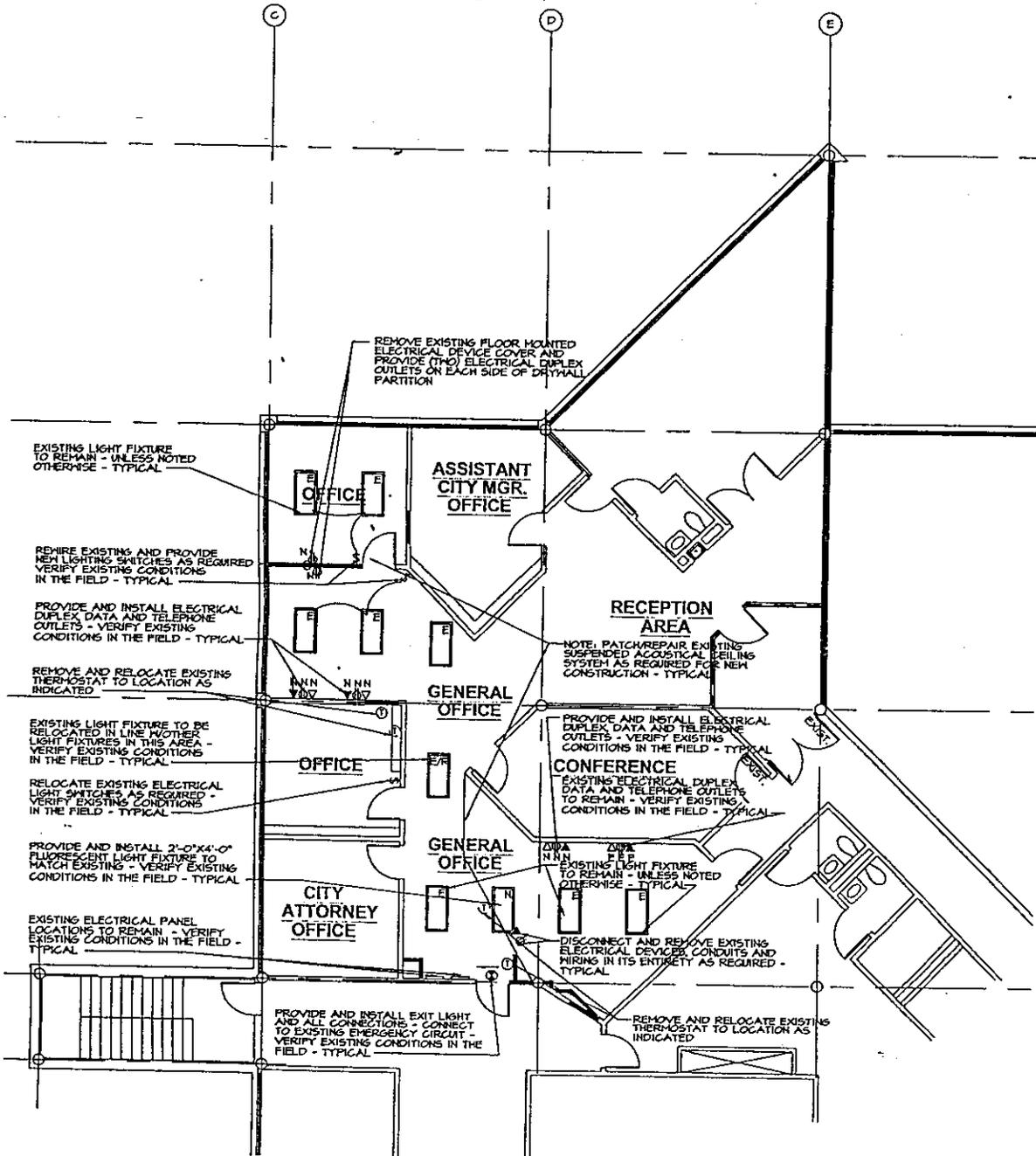

Timothy L. Wingate, Sr. President



2
A.1

**PARTIAL SECOND FLOOR
PLAN @ ATTORNEY'S OFFICE**





PARTIAL SECOND FLOOR ELECTRICAL PLAN @ ATTORNEY'S OFFICE

2
A-2



SCALE: 1/8"=1'-0"

WINGATE CORPORATION

General Contractors

PROPOSAL

EXHIBIT B

February 11, 2002

City of Riviera Beach
City Hall Building
60 West Blue Heron Blvd.
Riviera Beach, FL 33404

Project: City Hall Renovations - 600 W. Blue Heron Blvd. Riviera Beach, FL

WE PROPOSE TO:

- Make all renovations according to plans and specifications drawn by MPA Architects, Inc., dated October 16, 2001, File #0113.

NOTE: This price does not include carpet.

We Propose hereby to furnish labor and material complete in accordance with above specifications for the sum of Twenty-seven Thousand Five Hundred and 00/100 (\$27,500.00).

All work guaranteed to be as specified. All work to be completed in a workmanlike manner according to standard practices. Any alterations or deviations from the above specifications involving extra costs, will be executed only upon written change orders, and will become an extra charge over and above the estimate. All agreements are contingent upon strikes, accidents or delays beyond our control. Contractor to carry general liability and workmens' compensation insurance. Owner to carry fire, tornado and other necessary insurance. This proposal is subject to acceptance within thirty (30) days, and is void thereafter at the option of the undersigned.

Respectfully submitted,

WINGATE CORPORATION


Timothy L. Wingate,
President

TLW:vah

ACCEPTANCE OF PROPOSAL - The above price, specifications and conditions are satisfactory and are hereby accepted. You are authorized to do the work as specified.

Signature: _____ Date: _____

WINGATE CORPORATION
General Contractors

February 15, 2002

EXHIBIT B

Veronique Rellford, Purchasing Director
City of Riviera Beach
2391 Avenue "L"
Riviera Beach, FL 33404

Re: City of Riviera Beach - City Hall Renovations

Dear Mrs. Rellford:

Thank you for allowing the firm of Wingate Corporation an opportunity to bid on the above referenced project. We are always honored and enthusiastic to give an estimate for our services.

Enclosed, please find our proposal to perform the services stated therein. We have reviewed the project's scope of work and/or specifications, and have provided you with a reasonable and competitive cost for the project. With our service comes our guarantee to provide you with quality workmanship (above industry standard), and the professional experience and expertise of Wingate Corporation that we pride ourselves on.

Please call me for any additional information you might need in making your decision or if you would like to schedule a meeting for further discussion of the proposal. Again, thank you for this opportunity and we look forward to doing business with you.

Sincerely,

WINGATE CORPORATION

Timothy L. Wingate, Sr.
President

TLW:vah

Enclosure

RESOLUTION NO. 67-02

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF RIVIERA BEACH, PALM BEACH COUNTY, FLORIDA, AUTHORIZING THE MAYOR AND CITY CLERK TO EXECUTE AN AGREEMENT FOR PROFESSIONAL SERVICES BETWEEN THE CITY OF RIVIERA BEACH AND ALCALDE & FAY, LTD., TO PROVIDE LOBBYIST REPRESENTATION AT THE FEDERAL LEVEL ON BEHALF OF THE CITY OF RIVIERA BEACH; COMPENSATION NOT TO EXCEED \$5,000.00 PER MONTH FOR TWELVE MONTHS; THE SAME TO BE PAID FROM CONTRACT SERVICES, ACCOUNT NO. 001-0203-519-0-3106.

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 authorize the Mayor and City Clerk to execute an Agreement for Professional Services between the City of Riviera Beach and Alcalde & Fay, Ltd., to provide lobbyist representation at the federal level on behalf of the City of Riviera Beach.

Section 2. That compensation is not to exceed \$5,000.00 per month for twelve months and the City shall reimburse Alcalde & Fay, Ltd. for reasonable expenses incurred at cost in connection with the work performed; the amount is to be paid from Contract Services, Account No. 001-0203-519-0-3106.

Section 3. That a copy of the Agreement for Professional Services between the City of Riviera Beach and Alcalde & Fay, Ltd. shall be attached hereto and made a part of this Resolution.

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

PASSED and ADOPTED this 17th day of April, 2002.

RESOLUTION NO. 67-02

APPROVED:

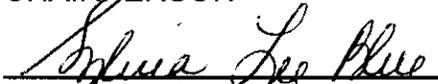


MICHAEL D. BROWN
MAYOR

(MUNICIPAL SEAL)



DAVID G. SCHNYER
CHAIRPERSON

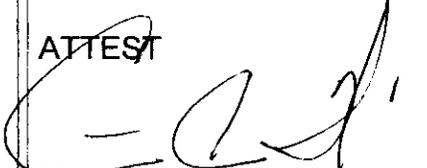


SYLVIA LEE BLUE
CHAIR PRO-TEM

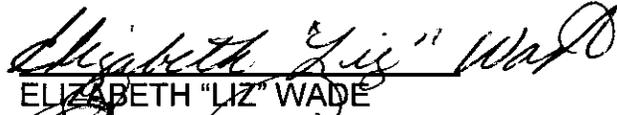


DONALD R. WILSON

ATTEST



CARRIE E. WARD, CMC/AAE
CITY CLERK



ELIZABETH "LIZ" WADE



EDWARD RODGERS
COUNCILMEMBERS

MOTIONED BY: D. Wilson

SECONDED BY: E. Wade

D. SCHNYER aye

S. BLUE aye

D. WILSON aye

E. WADE aye

E. RODGERS aye

REVIEWED AS TO LEGAL
SUFFICIENCY


CITY ATTORNEY
CITY OF RIVIERA BEACH

Date 4/9/02

WEW:mem
4/8/02

**AGREEMENT FOR PROFESSIONAL SERVICES
BETWEEN THE CITY OF RIVIERA BEACH AND
ALCALDE & FAY, LTD.**

The following is an agreement between the City of Riviera Beach, hereinafter referred to as "CITY", and the firm of Alcalde & Fay, Ltd., a Virginia corporation, hereinafter referred to as "CONTRACTOR".

WHEREAS, CONTRACTOR has duly qualified experts in the field of public works, transportation, communications, water resources, housing, and Federal grant programs; and

WHEREAS, in the judgement of the Council Members, it is necessary and desirable to employ the services of CONTRACTOR to assist the CITY with public works, transportation, communications, water resources, housing, and Federal grant programs administered by the Federal government.

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

PART I – SPECIFIC PROVISIONS

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

1. Assisting in the development of strategies relating to the governmental agencies who regulate and fund public works, transportation, communications, water resources, and housing programs;
2. Developing strategies to obtain and maximize public works, transportation, water resources, and housing and Federal grant programs;
3. Coordinating funding, legislation and policy-related activities with the United States Congress and federal agencies;
4. Securing appropriate authorizations and funding from the United States Congress and federal agencies to implement the CITY's projects;
5. Maintaining direct and frequent contact with key United States Senators and Representatives;
6. Advocating CITY interests during the United States Legislative and regulatory process;
7. Leading and organizing successful local efforts to obtain funding and beneficial status for the CITY projects; and
8. Providing the CITY with a written report of activities and attending CITY meetings at any time upon the CITY's request.

CONTRACTOR: ALCALDE & FAY, LTD
 2111 WILSON BLVD., 8TH FLOOR
 ARLINGTON, VA 22201
 (703) 841-0626

- D. **NON-DISCRIMINATION:** CONTRACTOR shall comply with all applicable federal, state, and local laws, rules and regulations in regard to non-discrimination in employment because of race, color, ancestry, national origin, religion, sex, age, marital status, medical condition, or physical or mental disability.

- E. **TERM OF AGREEMENT:** This Agreement shall become effective on May 1, 2002 and shall terminate on April 30, 2003 or upon 30 days' notice by either party with or without cause.

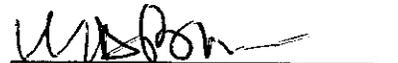
- F. **JURISDICTION:** This Agreement and performance hereunder and all suits and special proceedings hereunder shall be construed in accordance with the laws of the State of Florida. In any action, special proceeding or other proceeding that may be brought arising out of, in connection with, or by reason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

IN WITNESS WHEREOF, the parties hereto have caused this Agreement to be executed this 17 day of April, 2002.

ATTEST:


Carrie E. Ward, City Clerk, CMC/AE

CITY OF RIVIERA BEACH


Michael D. Brown, Mayor

REVIEWED FOR LEGAL SUFFICIENCY


PAMALA H. RYAN
CITY ATTORNEY
CITY OF RIVIERA BEACH

DATE: 4/10/02

ALCALDE & FAY, LTD.



Witnesses:



RESOLUTION NO. 68-02

**A RESOLUTION OF THE CITY COUNCIL OF
THE CITY OF RIVIERA BEACH, PALM
BEACH COUNTY, FLORIDA, ACCEPTING
THE AUDIT FOR FISCAL YEAR ENDING
SEPTEMBER 30, 2001.**

WHEREAS, the City of Riviera Beach is required to hire an independent auditor to audit its books for the end of each fiscal year; and

WHEREAS, the City entered into a four year agreement with Haas, Diaz & Company to perform the audit services and the company has completed the audit services in a satisfactory manner.

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

SECTION 1. That the City Council hereby accepts the annual audit for fiscal year ending September 30, 2001.

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

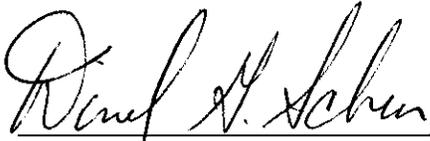
PASSED AND APPROVED this 17th day of April, 2002.

RESOLUTION NO. 68-02

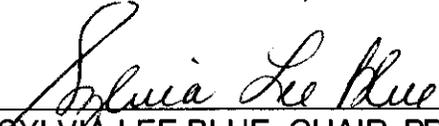
PAGE 2

APPROVED:

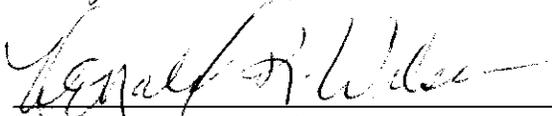

MICHAEL D. BROWN, MAYOR


DAVID G. SCHNYER, CHAIRPERSON

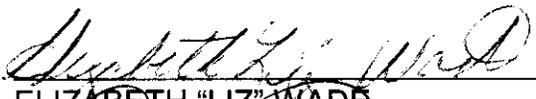
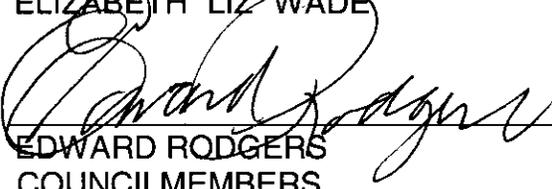
(MUNICIPAL SEAL)


SYLVIA LEE BLUE, CHAIR PRO-TEM

ATTEST:


DONALD R. WILSON


CARRIE E. WARD, CMC/AE
CITY CLERK


ELIZABETH "LIZ" WADE

EDWARD RODGERS
COUNCILMEMBERS

MOTIONED BY: E. Rodgers

SECONDED BY: E. Wade

D. SCHNYER aye

S. BLUE aye

D. WILSON aye

E. WADE aye

E. RODGERS aye

REVIEWED AS TO LEGAL SUFFICIENCY


CITY ATTORNEY
CITY OF RIVIERA BEACH

DATE: 4/9/02

BY: _____
REVIEWED AS TO TERMS AND CONDITIONS

RESOLUTION NO. 69-02

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF RIVIERA BEACH, PALM BEACH COUNTY, FLORIDA, AUTHORIZING THE MAYOR AND CITY CLERK TO EXECUTE AN AGREEMENT BETWEEN PALM BEACH COUNTY AND THE CITY OF RIVIERA BEACH, FLORIDA IN THE AMOUNT OF \$12,550.00 TO RELOCATE SANITARY FORCE MAINS AND POTABLE WATER MAINS DUE TO A RIGHT TURN LANE AT CONGRESS AVENUE AND BLUE HERON BOULEVARD EASTBOUND LANE; AND AUTHORIZING THE MAYOR AND FINANCE DIRECTOR TO PAY THIS AMOUNT FROM ACCOUNT NO. 402-1437-5330-4606.

WHEREAS, the County is planning to construct a right turn lane at the Congress Avenue and Blue Heron Boulevard eastbound lane; and

WHEREAS, the City's sanitary force mains and potable water mains are located at the above intersection and the City is responsible for relocating of its mains, per Section 23-39 of the County's Code of Ordinances; and

WHEREAS, the City and the County desire to jointly participate in the relocation of the sanitary force mains and potable water mains by entering into this Agreement.

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 Agreement between Palm Beach County and the City of Riviera Beach is approved.

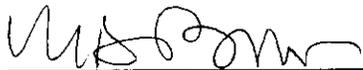
Section 2: That the Mayor and City Clerk are authorized to execute the Agreement.

Section 3: That the Mayor and Finance Director are authorized to pay the amount of \$12,550.00 from Account Number 402-1437-5330-4606.

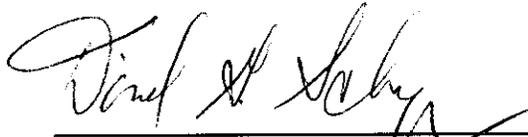
Section 4: That the City Manager is authorized to approve change orders in an amount not to exceed 10%.

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

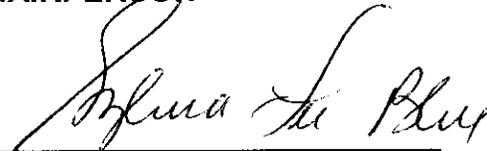
APPROVED:



MICHAEL D. BROWN,
MAYOR



DAVID G. SCHNYER,
CHAIRPERSON



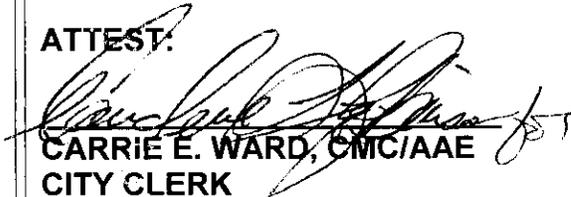
SYLVIA LEE BLUE,
CHAIR PRO-TEM

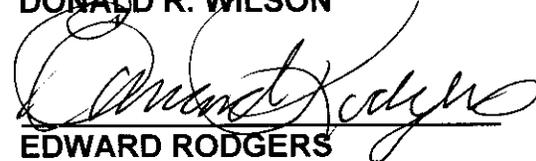
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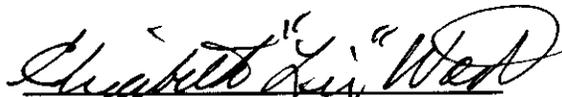
DONALD R. WILSON

ATTEST:


CARRIE E. WARD, CMC/AE
CITY CLERK



EDWARD RODGERS



ELIZABETH "LIZ" WADE
COUNCIL MEMBERS

MOTIONED BY: S. Blue

SECONDED BY: E. Wade

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: 5/11/02

RESOLUTION NO. 70-02

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF RIVIERA BEACH, PALM BEACH COUNTY, FLORIDA, APPROVING AND AUTHORIZING THE MAYOR AND CITY CLERK TO EXECUTE THE PROPOSAL FROM R.C.T. ENGINEERING, INC. IN THE AMOUNT OF \$93,960 FOR THE DESIGN AND CONSTRUCTION ADMINISTRATION OF A 16" Ø POTABLE WATER TRANSMISSION LINE FROM CONGRESS AVENUE TO MILITARY TRAIL AND OTHER POTABLE WATER DISTRIBUTION SYSTEM IMPROVEMENTS THROUGHOUT THE CITY'S WATER SYSTEM; AND AUTHORIZING THE MAYOR AND INTERIM FINANCE DIRECTOR TO PAY THIS AMOUNT FROM ACCOUNT NO. 407-1437-5330-4616.

WHEREAS, the Consulting Engineering Firm of R.C.T. Engineering, Inc. has prepared and submitted to the City of Riviera Beach a proposal for professional engineering services to design the 16" Ø transmission line from Congress Avenue to Military Trail and other potable water distribution systems throughout the city; and

WHEREAS, the primary purpose of this project is to boost the pressure in the City's Water Distribution System and in the surrounding areas.

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

Section 1: That the City Council approve the proposal from R.C.T. Engineering, Inc. in the amount of \$93,960 to provide professional engineering services to design the 16" Ø transmission line from Congress Avenue to Military Trail.

Section 2: That the Mayor and Interim Finance Director are authorized to make payment for same under Account Number 407-1417-5330-4616 in the amount of \$93,960.

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

PASSED AND ADOPTED this 1st day of MAY, 2002.

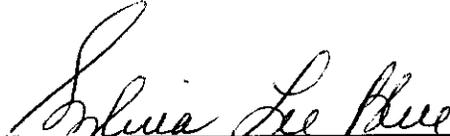
APPROVED:



MICHAEL D. BROWN,
MAYOR



DAVID G. SCHNYER,
CHAIRPERSON



SYLVIA LEE BLUE,
CHAIR PRO-TEM

(MUNICIPAL SEAL)

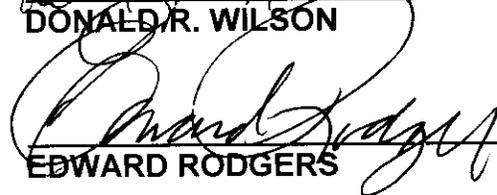


DONALD R. WILSON

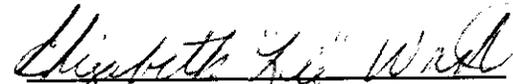
ATTEST:



CARRIE E. WARD, CMC/AAE
CITY CLERK



EDWARD RODGERS



ELIZABETH "LIZ" WADE
COUNCIL MEMBERS

MOTIONED BY: S. Blue

SECONDED BY: E. Wade

D. SCHNYER aye

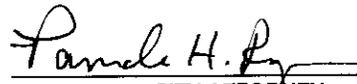
S. BLUE aye

D. WILSON aye

E. RODGERS aye

E. WADE aye

REVIEWED AS TO LEGAL SUFFICIENCY



PAMELA H. PY
CITY ATTORNEY
CITY OF RIVIERA BEACH

DATE: 4/16/02