

RESOLUTION NO. 71-02

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF RIVIERA BEACH, PALM BEACH COUNTY, FLORIDA, AUTHORIZING THE FINANCE DIRECTOR TO APPROPRIATE FUND BALANCE IN THE GENERAL FUND ACCOUNT NO. 001-00-399999 IN THE AMOUNT OF \$125,000.00 AND TRANSFER SUCH FUNDS TO ACCOUNT NO.: 001-0613-514-0-3101 FOR PAYMENT OF FEES TO THE LAW FIRM OF GREENBERG TRAURIG, P.A. FOR THE LEGAL SERVICES PROVIDED TO DEFEND AGAINST THE ADMINISTRATIVE CHALLENGES TO THE CITY'S AMENDED COMPREHENSIVE PLAN; AND PROVIDING AN EFFECTIVE DATE.

WHEREAS, at the February 6, 2002 City Council meeting, the City Council retained the services of Alfred J. Malefatto of Greenberg Traurig, P.A. to defend the City against administrative challenges to the amended comprehensive plan; and

WHEREAS, Mr. Malefatto has provided and continues to provide such a defense and is now seeking payment for the legal services rendered to the City.

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

Section 1. The Finance Director is hereby authorized to appropriate Fund Balance in the General Fund Account No. 001-00-399999 in the amount of \$125,000.00 and transfer this amount to Account No.: 001-0613-514-0-3101.

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

PASSED and APPROVED this 1st day of May, 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

ATTEST:

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

Donald R. Wilson
DONALD R. WILSON

Elizabeth "Liz" Wade
ELIZABETH "LIZ" WADE

Edward Rodgers
EDWARD RODGERS
COUNCIL MEMBERS

MOTIONED BY:

S. Blue

SECONDED BY:

E. Wade

D. Schnyer	<u>aye</u>
S. Blue	<u>aye</u>
D. Wilson	<u>aye</u>
E. Wade	<u>aye</u>
E. Rodgers	<u>aye</u>

REVIEWED FOR LEGAL SUFFICIENCY

By: *Patricia H. Egan*
City Attorney
City of Riviera Beach

Date: 4/18/02

RESOLUTION NO. 72-02

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF RIVIERA BEACH, PALM BEACH COUNTY, FLORIDA, AUTHORIZING THE FINANCE DEPARTMENT TO INCREASE THE FIRE DEPARTMENT'S BUDGET BY \$41,820.00 TO COVER RELATED COST OF SHIPBOARD FIRE FIGHTER TRAINING; AND AUTHORIZING PAYMENT IN THE AMOUNT OF \$21,175 TO RESOLVE FIRE & HAZARD RESPONSE INC. TO PROVIDE TRAINING; AND AUTHORIZING THE MAYOR AND FINANCE DIRECTOR TO MAKE PAYMENT FOR SAME.

WHEREAS, Riviera Beach Fire Rescue provides fire and emergency medical services to the Port of Palm Beach based on the terms of the existing interlocal agreement; and

WHEREAS, The Port of Palm Beach has agreed to reimburse the City up to \$41,820.00 for expenditures related to fire training; and

WHEREAS, Riviera Beach Fire Rescue's personnel are in need of shipboard fire fighter training; and

WHEREAS, Resolve Fire & Hazard Response Inc. can provide shipboard fire fighter training based on Riviera Beach Fire Rescue's requirements;

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

Section 1: The City Council of the City of Riviera Beach, Palm Beach County Florida hereby authorizes the Finance Department to increase the Fire Department's budget as follows:

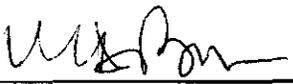
<u>Revenue</u>		
001-00-339001	Port Interlocal Agreement Fire	\$41,820.00
<u>Expenditures</u>		
001-0921-5260-5403	Employee Development	\$22,245.00
001-0920-5220-1203	Overtime	\$19,575.00

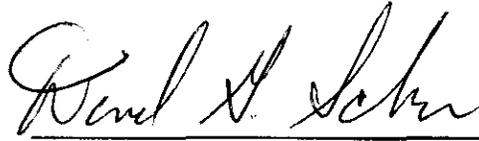
Section 2: The City Council authorizes the Mayor and Finance Director to make payment to Resolve Fire & Hazard Response Inc. for shipboard fire fighter training provided to Fire Rescue personnel.

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

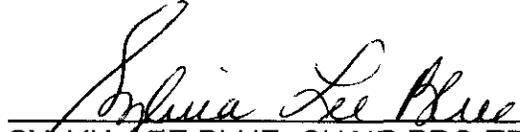
PASSED and APPROVED this 1st day of May, 2002

APPROVED:

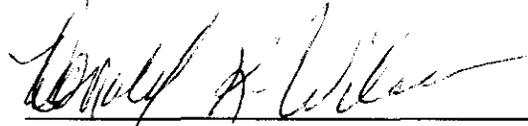

MICHAEL D. BROWN, MAYOR

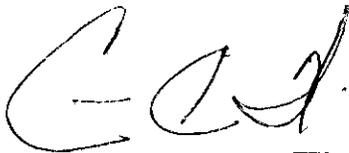

DAVID G. SCHNYER, CHAIR PERSON

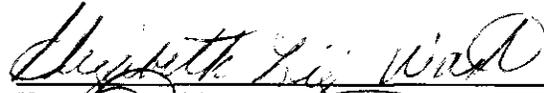
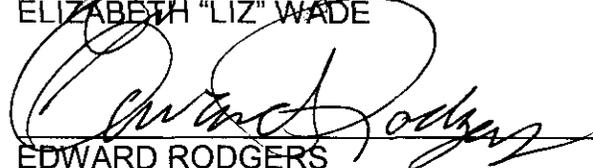
(MUNICIPAL SEAL)


SYLVIA LEE BLUE, CHAIR PRO-TEM

ATTEST:


DONALD R. WILSON


CARRIE E. WARD, CMC/AAE
CITY CLERK


ELIZABETH "LIZ" WADE

EDWARD RODGERS
COUNCIL MEMBERS

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


CITY ATTORNEY
CITY OF RIVIERA BEACH

DATE: 4/18/02

RESOLUTION NO. 73-02

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF RIVIERA BEACH, PALM BEACH COUNTY, FLORIDA, APPROVING THE AWARD OF BID TO SELECT CONTRACTING INC., FOR THE CONSTRUCTION OF THE RIVIERA BEACH COMMUNITY CENTER IN THE AMOUNT OF \$1,109,500; AND AUTHORIZING THE MAYOR AND CITY CLERK TO EXECUTE THE AGREEMENT, WHICH IS MADE A PART OF THIS RESOLUTION; AND FURTHER AUTHORIZING THE INTERIM FINANCE DIRECTOR TO APPROPRIATE FUND BALANCE IN THE GENERAL FUND AND TRANSFER TO THE NORTHWEST COMMUNITY CENTER GRANT FUND (108) IN THE AMOUNT OF \$127,018 AND SETTING UP BUDGET FOR SAME AND AUTHORIZING THE MAYOR AND FINANCE DIRECTOR TO MAKE PAYMENT FOR SAME UNDER ACCOUNT NUMBER 108-0717-5540-6501, AND PROVIDING AN EFFECTIVE DATE.

WHEREAS, On November 8, 2000, Bid No. 02700 was received for the construction of the Riviera Beach NW Community Center located on Avenue "R" between 28th and 29th Street; and

WHEREAS, Select Contracting Inc., was the lowest responsible and responsive bidder; and

WHEREAS, Select Contracting Inc., has provided the necessary bonds and the certificate of insurance.

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

SECTION 1. That the City Council approve the award of bid for the construction of the Riviera Beach Community Center located on Avenue "R" BETWEEN 28TH and 29th Street to Select Contracting Inc., at a total cost of \$1,109,500.

RESOLUTION NO. 73-02
AGE 2.

SECTION 2. That the Mayor and City Clerk are authorized to execute a contract with Select Contracting Inc. which is a part of this Resolution.

SECTION 3. The City Council authorizes the Interim Finance Director to appropriate Fund Balance (001-00-399999) in the General Fund in the amount of 127,018 and transfer funds to the Northwest Community Center Grant Fund (108).

SECTION 4. The City Council authorizes the Interim Finance Director to set up budget for same in the Northwest Community Center Grant Fund.

SECTION 5. That the City Manager is authorized to approve change orders in an amount not to exceed 10% of the contract amount.

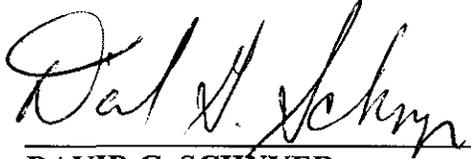
SECTION 6. That the Mayor and Interim Finance Director are authorized to make payment for same from account number 108-0717-5540-6501.

SECTION 7. This Resolution shall take effect immediately upon passage and adoption by City Council.

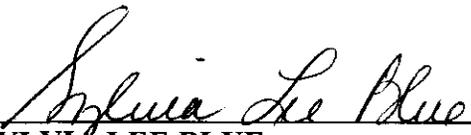
PASSED and ADOPTED this 1st **day of** May **2002.**

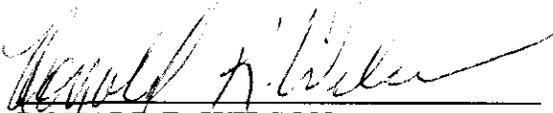
APPROVED:


MICHAEL D. BROWN,
MAYOR


DAVID G. SCHNYER,
CHAIRPERSON

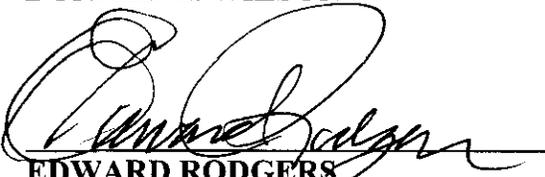
(MUNICIPAL SEAL)

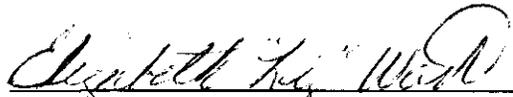

SYLVIA LEE BLUE,
CHAIRPERSON PRO-TEM


DONALD R. WILSON

ATTEST:


ARRIE E. WARD, CMC/AAE
CITY CLERK


EDWARD RODGERS


ELIZABETH "LIZ" WADE
COUNCIL MEMBERS

MOTIONED BY: D. Wilson

SECONDED BY: S. Blue

D. SCHNYER aye

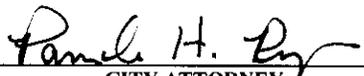
S. BLUE aye

D. WILSON aye

E. RODGERS aye

E. WADE aye

REVIEWED AS TO LEGAL SUFFICIENCY


CITY ATTORNEY
CITY OF RIVIERA BEACH

DATE: 4/26/02

**CITY OF RIVIERA BEACH CONTRACT AGREEMENT
FOR CONSTRUCTION OF
RIVIERA BEACH COMMUNITY CENTER**

This Contract is made as of the 16th day of January, 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 Select Contracting Inc., located at 1751 W. 10th Street, Riviera Beach, FL 33404, [] 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 59-2003203.

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 furnish all materials, tools, labor, and everything necessary to perform the work under Sealed Bid No. 02700, for the construction of a Community Center located on Avenue "R" between 28th and 29th street. The Contractor shall perform in accordance with the specifications and terms of this contract and as outlined in the project manual for the construction of the Community Center, including the Bid Package and the "General Conditions of the contract for construction".

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

ARTICLE 2 - SCHEDULE

The CONTRACTOR shall commence services within ten (10) calendar days from the date of receipt of the official notification to proceed and complete all services within two-hundred seventy (270) calendar days from the date of the official notice to proceed. The rate of progress and time of completion being essential conditions of this contract agreement.

Reports and other items shall be delivered or completed in accordance with the detailed schedule set forth in Bid No. 02700.

ARTICLE 3 - CONTRACT DOCUMENT

The General Conditions, General Specifications (if shown on the index) Detailed Specifications, Bid Documents, Bond and the Approved Plans, together with this Agreement form the Contract.

**CITY OF RIVIERA BEACH CONTRACT AGREEMENT
FOR CONSTRUCTION OF
RIVIERA BEACH COMMUNITY CENTER**

This Contract is made as of the 16th day of January, 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 Select Contracting Inc., located at 1751 W. 10th Street, Riviera Beach, FL 33404, [] 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 59-2003203.

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 furnish all materials, tools, labor, and everything necessary to perform the work under Sealed Bid No. 02700, for the construction of a Community Center located on Avenue "R" between 28th and 29th street. The Contractor shall perform in accordance with the specifications and terms of this contract and as outlined in the project manual for the construction of the Community Center, including the Bid Package and the "General Conditions of the contract for construction".

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

ARTICLE 2 - SCHEDULE

The CONTRACTOR shall commence services within ten (10) calendar days from the date of receipt of the official notification to proceed and complete all services within two-hundred seventy (270) calendar days from the date of the official notice to proceed. The rate of progress and time of completion being essential conditions of this contract agreement.

Reports and other items shall be delivered or completed in accordance with the detailed schedule set forth in Bid No. 02700.

ARTICLE 3 - CONTRACT DOCUMENT

The General Conditions, General Specifications (if shown on the index) Detailed Specifications, Bid Documents, Bond and the Approved Plans, together with this Agreement form the Contract.

ARTICLE 4-PAYMENTS TO CONTRACTOR

The total amount to be paid by the CITY under this Contract for all work included and completed according to this contract, in accordance with Bid No. 02700; including addendum number(s) 1, 2, & 3 submitted on November, 8, 2000; total base bid in the amount of \$1,138,000 which includes alternate bid "C", minus the amount of total alternate bids "A" and "B" \$28,500, which brings the total contract price to \$1,109,500. The CONTRACTOR will bill the CITY on a monthly basis, or as otherwise provided, at the amounts set forth in Bid No. 02700, for services rendered toward the completion of the work. Where incremental billings for partially completed items is permitted, the total billings shall not exceed the estimated percentage of completion as of the billing date.

No later than the 25th days of every month, the Contractor shall prepare and submit on a form approved by the Project Architect, a detailed estimate and invoice to the Project Architect, governing the percentage of the total amount of the contract 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 as may be required by the CITY and/or Architect.

On or about the tenth day after receipt of the invoice, the CITY shall pay to the Contractor ninety percent (90%) of the value based on the Contractor's estimate and invoice as approved by the Project Architect, less the aggregate of previous payments.

- B. 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.
- C. Invoices received from the CONTRACTOR pursuant to this Contract will be reviewed and approved by the CITY's representative, indicating that services have been rendered in conformity with the Contract and then will be sent to the Finance Department for payment. Invoices will normally be paid within thirty (30) days following the CITY representative's approval.
- D. Deduction For Not Completing On Time: If the contract work is not fully complete, according to the terms of the Contract within the limits herein stipulated, the Contractor shall pay the CITY, not as a penalty, but as liquidate damages, a sum equal to two-hundred fifty Dollars (\$250) 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.

Where there are deductions from or forfeitures of payment in connection with the work of this contract duly and properly imposed against the Contractor, in accordance with the terms of this Contract, state laws or governing ordinances or regulations, the total amount thereof may be withheld from any monies due or to become due the Contractor under the Contract; and when deducted, shall be deemed and taken as payment in such amount.

The Contractor hereby certifies that he has read each and every clause of the Contract Documents and that he made such examination of the location of the proposed work as is necessary to understand fully the nature of the obligation herein made and will complete the same in the time limit specified herein, in accordance with the plans and specifications.

All work under this contract shall be done to the satisfaction of the Architect, who shall in all cases determine the amount, quality, fitness and acceptability of the several kinds of work and materials which are to be paid for hereunder and shall decide all questions which may arise as to the fulfillment of the Contract on the part of the Contractor. The decision of the Architect, or any portion thereon, shall be final and conclusive and such determination and decision, in case any question shall arise, shall be a condition precedent to the right of the contractor to receive any money hereunder.

ARTICLE 5 - 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 6 - 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 7 - 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 hereinunder 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 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 the field.

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

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

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/WBEA. 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.

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.

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

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

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 - REMEDIES

This Contract shall be governed by the laws of the State of Florida. Any and all legal action necessary to enforce the contract will be held in Palm Beach County. No remedy herein conferred upon any party is intended to be exclusive of any other remedy, and each and every such remedy shall be cumulative and shall be in addition to every other remedy given hereunder or now or hereafter existing at law or in equity or by statute or otherwise. No single or partial exercise by any party of any right, power, or remedy hereunder shall preclude any other or further exercise thereof.

ARTICLE 15 - 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 judgment or quality of services being provided hereunder. Such written notification shall identify the prospective business association, interest or circumstance, the nature of work that the CONTRACTOR may undertake and request an opinion of the CITY as to whether the association, interest or circumstance would, in the opinion of the CITY, constitute a conflict of interest if entered into by the CONTRACTOR. The CITY agrees to notify the CONTRACTOR of its opinion by certified mail within thirty (30) days of receipt of notification by the CONTRACTOR. If, in the opinion of the CITY, the prospective business association, interest or circumstance would not constitute a conflict of interest by the CONTRACTOR, the CITY shall so state in the notification and the CONTRACTOR shall, at its option, enter into said association, interest or circumstance and it shall be deemed not in conflict of interest with respect to services provided to the CITY by the CONTRACTOR under the terms of this Contract.

ARTICLE 16 - EXCUSABLE DELAYS

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.

ARTICLE 17 - ARREARS

The CONTRACTOR shall not pledge the CITY'S credit or make it a guarantor of payment or surety for any contract, debt, obligation, judgement, 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 18 - 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 19 - 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 20 - CONTINGENT FEES

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 21 - 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 22 - 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 23 - ENFORCEMENT COSTS

If any legal action or other proceeding is brought for the enforcement of this Contract, or because of an alleged dispute, 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 24 - 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 25 - 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, to remainder of this Contract, or the application of such terms or provision, 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 26 - 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 27 - 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 28 - 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

John Green, Coordinator
Housing & Community Development
600 West Blue Heron Boulevard
Riviera Beach, FL 33404

and if sent to the CONTRACTOR shall be mailed to:

Select Contracting Inc.
1751 W. 10th Street
Riviera Beach, FL 33404

ARTICLE 29- ENTIRETY OF CONTRACTUAL AGREEMENT

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

ARTICLE 30-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, computers, 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 the Florida Statute section 287.0935.

ARTICLE 31-INSPECTION OF WORK

The CITY'S representative or the CITY'S Engineer shall have at all times 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 32-WARRANTY/GUARANTY

All material and equipment to be furnished and/or installed by the CONTRACTOR under this contract as it relates to the construction of the roof shall be guaranteed by the Manufacturer for a period of fifteen (15) 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 the installation of the roof for a period of one (1) 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 thirty (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 manufacturer's warranty as it relates to the materials and parts used to construct the roof.

ARTICLE 33-DELAYS AND EXTENSION OF TIME

If the CONTRACTOR is delayed at any time in the process of the work by any act or neglect of the CITY or his employees, or by any other CONTRACTOR employed by the CITY, or by changes ordered in the 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 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 the provisions in the Contract.

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.

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

SELECT CONTRACTING, INC.

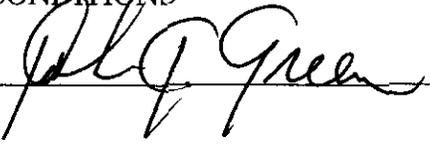
BY: 
MICHAEL D. BROWN,
MAYOR

BY: 
MICHAEL S. REICH,
PRESIDENT

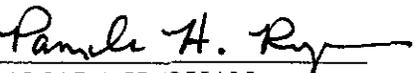
ATTEST:

BY: 
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: 1/9/02

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF RIVIERA BEACH, PALM BEACH COUNTY, FLORIDA, TERMINATING A GRANT WITH THE STATE OF FLORIDA FOR LAKE WORTH LAGOON STORMWATER IMPROVEMENTS UNDER FDEP AGREEMENT WAP032 AND TO TRANSFER CASH MATCH PORTION BACK TO THE APPROPRIATE FUNDS.

WHEREAS, the cost of providing stormwater improvements to the Lake Worth Lagoon is expected to be prohibitive; and

WHEREAS, little environmental impact is expected from these improvements; and

WHEREAS, these stormwater improvements will be completed at a later time under the Community Redevelopment Area improvements; and

WHEREAS, a grant for a similar project was likewise returned to the State of Florida; and

WHEREAS, the City's cash match funds allocated to these improvements would be returned for use for other City projects .

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

SECTION 1. That the work on the stormwater improvements under FDEP Agreement WAP032 be halted.

SECTION 2. The City Council authorizes the Mayor to sign documentation from the FDEP to terminate this grant.

SECTION 3. The Interim Finance Director is authorized to transfer the remaining, unexpended cash-matched portion of City funds allocated to these stormwater improvements to the appropriate funds.

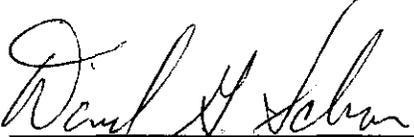
SECTION 4. This resolution shall take effect upon its passage and adoption by the City Council.

PASSED AND APPROVED this 1st day of May, 2002.

APPROVED:

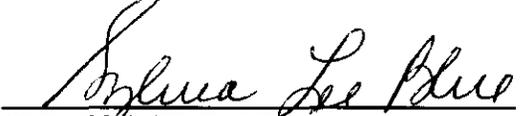


MICHAEL D. BROWN,
MAYOR



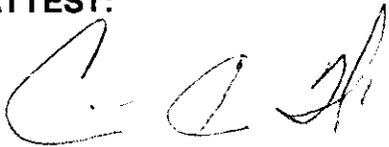
DAVID G. SCHNYER
CHAIRPERSON

(MUNICIPAL SEAL)



SYLVIA LEE BLUE
CHAIR PRO-TEM

ATTEST:



CARRIE E. WARD, CMC/AE



DONALD R. WILSON



ELIZABETH WADE



EDWARD RODGERS
COUNCIL MEMBERS

MOTIONED BY: S. Blue

SECONDED BY: E. Wade

D. SCHNYER aye

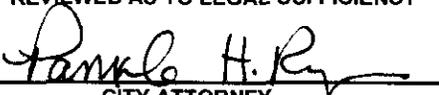
S. BLUE aye

D. WILSON aye

E. WADE aye

E. RODGERS aye

REVIEWED AS TO LEGAL SUFFICIENCY



PAMELA H. RYAN
CITY ATTORNEY
CITY OF RIVIERA BEACH

DATE: 4/23/02

APPENDIX VII – AUTOMATED DATA PROCESSING (ADP) EQUIPMENT AND SOFTWARE AND CRIMINAL JUSTICE INFORMATION AND COMMUNICATION SYSTEMS REQUEST FOR APPROVAL FORM

Florida Department of Law Enforcement
Edward Byrne Memorial State and Local Law Enforcement Assistance Formula Grant Program

Authorized Official for Subgrant Recipient

Name of Subgrant Recipient: William E. Wilkins

Typed Name: William E. Wilkins

Typed Title: City Manager

Signature: *William E. Wilkins*

Telephone Number: (561) 845-4010

Date: May 1, 2002

By signature above, the subgrantee is certifying intention to comply with the General Guidelines, Section I, and is requesting approval of proposed activity through response to Required Information, Section II.

Section I: General Guidelines for Subgrantees:

1. The application for procurement of ADP equipment and software shall be written in a manner consistent with maximum open and free competition in the procurement of hardware, software and related services.
2. Criminal justice information and communication systems shall be designed and programmed to maximize the use of standard and readily available computer equipment and programs. Subgrantees should utilize the past experience of other agencies which have successfully implemented such systems. A detailed requirements analysis should be performed and a search for existing software that could meet the identified requirements should be made *before new software is developed*. If new software is developed, it shall be designed and documented so that other criminal justice agencies will be able to use it with minor modifications and at minimum cost.
3. Subgrantees shall request approval prior to arranging for patent of computer software and programs. Federal requirements governing copyright apply in all cases. The U. S. Department of Justice reserves a royalty-free, non-exclusive, and irrevocable license to reproduce, publish, or otherwise use, and authorize others to use, for Federal Government purposes the copyright in any work developed under a subaward and any rights of copyright to which a subgrantee purchases ownership with grant support.

NOTE:

If the total purchase or lease price exceeds \$100,000, justification must be submitted to FDLE on these forms for approval. If the purchase or lease is less than \$100,000, the applicant may either provide justification on these forms or in the application itself.

APPENDIX VII – AUTOMATED DATA PROCESSING (ADP) EQUIPMENT AND SOFTWARE AND CRIMINAL JUSTICE INFORMATION AND COMMUNICATION SYSTEMS REQUEST FOR APPROVAL FORM

Florida Department of Law Enforcement
Edward Byrne Memorial State and Local Law Enforcement Assistance Formula Grant Program

Section II: Required Information:

1. A description of the ADP hardware and/or software you plan to purchase, including:
 - a. Number of units and projected cost of each.
 - b. Equipment specifications including disk drive storage space, amount of random access memory, microprocessor size and speed, and any other pertinent system specifications. If a network is purchased, specify the type of file server, hub/routers, network cards, network wiring and installation costs. If a printer is purchased, indicate the type of printer.
 - c. Software specifications including name and version (ex. Microsoft Word for Windows© 6.0) and the number of licenses to be acquired.
 - d. A brief description of how the proposed equipment and/or software will be used to further grant objectives.
2. Certify that ADP hardware and software procurement complies with existing federal, state, and local laws and regulations.
3. If ADP hardware will be purchased, describe the results of your lease/purchase analysis and explain the advantage of purchase over lease.
4. If ADP software will be developed, explain why already produced and available software will not meet the needs of this subgrant.
5. If your purchase of ADP hardware, software or combination thereof will be from a sole source and is \$100,000 or more, complete a Sole Source Justification Form and attach it.

**Automated Data Processing (ADP) Equipment and Software
And
Criminal Justice Information and Communication Systems
Request for Approval Form**

(Continuation Page 3)

DESCRIPTION OF SOFTWARE

1. The ADP Software to be purchased by the Riviera Beach Civil Drug Court will be the Adult Severity Index (ASI). This software is designed for use during an assessment interview, provides a semi-structured format for gathering client information in several life areas: Medical, employment, drug/alcohol, legal, family history, family/social relationships, financial status and psychiatric. The software stores all collected information in a central database and generates a narrative client report immediately upon completion of the interview. The software is extremely versatile. The ASI can be used effectively to explore problems within any adult group of individuals who report substance abuse as their major problem. It allows the user to print abbreviated reports (for courts) or print the entire bio-psychosocial. It also allows for standardized cumulative data reports that allows for the use of State reporting or internal statistical tracking.

- a. One ASI unit @ \$ 1,500.00
- b. See attached quotes for specs and cost
- c. Adult Severity Index (ASI), One license will be purchased
- d. The software will be used to further the Restart Program grant objectives by allowing staff to compile data for each client served and provide for complete tracking of said client throughout their progress of recovery.

2. The City of Riviera Beach certifies that ADP hardware and software procurement complies with existing federal, state and local laws and regulations.

3. The purchase of hardware as opposed to leasing will result in cost savings to the grant recipient in that additional costs associated with leasing (i.e. finance charges and other maintenance required by the leasing agent) will be kept to a minimum. Once equipment is purchased, the City's MIS Department can maintain and provide regular servicing of the hardware through Citywide service agreements.

4. N/A

5. N/A

DESCRIPTION OF HARDWARE

See attached quotes for specs and cost

Application for Funding Assistance
Florida Department of Law Enforcement
Edward Byrne Memorial State and Local Law Enforcement Assistance Formula Grant Program

Please read instructions before completing this application.

The term "Department", unless otherwise stated, refers to the Department of Law Enforcement.

The term "OCJG" refers to the Office of Criminal Justice Grants.

The term "subgrant recipient" or "subgrantee" refers to the governing body of a city, county, state agency, or an Indian Tribe that performs criminal justice functions as determined by the U.S. Secretary of the Interior.

The term "implementing agency" is a subordinate agency of a city, county, state agency, or Indian Tribe, or an agency under the direction of an elected official (for example, Sheriff or Clerk of the Court).

A. Subgrant Data											
1. This section to be completed by Subgrantee Continuation of Previous Subgrant? <input type="checkbox"/> Yes <input type="checkbox"/> No If Yes, enter CJ Contract # of Previous Subgrant <u>SFY 2001 CJ Contract #</u> 2001 - CJ - ____ - ____ - ____ - ____	2. This section to be completed by OCJG <table border="1" style="width: 100%; border-collapse: collapse;"> <tr> <td style="width: 33%; padding: 2px;">Project ID #</td> <td style="width: 33%; padding: 2px;">Program Area #:</td> <td style="width: 34%; padding: 2px;">CFDA #: 16.579</td> </tr> <tr> <td colspan="3" style="text-align: center; padding: 2px;">SFY 2002 CJ Contract #</td> </tr> <tr> <td colspan="3" style="text-align: center; padding: 2px;">2002 - CJ - ____ - ____ - ____ - ____</td> </tr> </table>		Project ID #	Program Area #:	CFDA #: 16.579	SFY 2002 CJ Contract #			2002 - CJ - ____ - ____ - ____ - ____		
Project ID #	Program Area #:	CFDA #: 16.579									
SFY 2002 CJ Contract #											
2002 - CJ - ____ - ____ - ____ - ____											
B. Applicant Information											
1. Subgrant Recipient (Subgrantee)											
Name of Subgrant Recipient (Unit of Government): Name of Chief Elected Official / State Agency Head: Michael D. Brown Title: Mayor, City of Riviera Beach Address: 600 West Blue Heron Boulevard City, County, State, Zip Code: Riviera Beach, Florida 33404 E-mail Address:	<table border="1" style="width: 100%; border-collapse: collapse;"> <tr> <td style="text-align: center; padding: 5px;">County</td> </tr> <tr> <td style="text-align: center; padding: 5px;">Palm Beach</td> </tr> <tr> <td style="padding: 5px;">Area Code / Phone # 561-845-4095</td> </tr> <tr> <td style="text-align: center; padding: 5px;">SUNCOM #</td> </tr> <tr> <td style="padding: 5px;">Area Code / Fax # 561-863-3236</td> </tr> </table>		County	Palm Beach	Area Code / Phone # 561-845-4095	SUNCOM #	Area Code / Fax # 561-863-3236				
County											
Palm Beach											
Area Code / Phone # 561-845-4095											
SUNCOM #											
Area Code / Fax # 561-863-3236											
2. Chief Financial Officer of Subgrant Recipient (Subgrantee)											
Name of Chief Financial Officer: Gwendolyn Herbert Title: Interim Finance Director Address: 600 West Blue Heron Boulevard City, County, State, Zip Code: Riviera Beach, Florida E-mail Address:	<table border="1" style="width: 100%; border-collapse: collapse;"> <tr> <td style="text-align: center; padding: 5px;">County</td> </tr> <tr> <td style="text-align: center; padding: 5px;">Palm Beach</td> </tr> <tr> <td style="padding: 5px;">Area Code / Phone # 561-845-4045</td> </tr> <tr> <td style="text-align: center; padding: 5px;">SUNCOM #</td> </tr> <tr> <td style="padding: 5px;">Area Code / Fax # 561-845-4045</td> </tr> </table>		County	Palm Beach	Area Code / Phone # 561-845-4045	SUNCOM #	Area Code / Fax # 561-845-4045				
County											
Palm Beach											
Area Code / Phone # 561-845-4045											
SUNCOM #											
Area Code / Fax # 561-845-4045											
3. Implementing Agency											
Name of Implementing Agency: Civil Drug Court Name of Chief Executive Official / State Agency Head / Subgrantee representative (if a subordinate agency of the subgrant recipient): William E. Wilkins Title: City Manager Address: 600 West Blue Heron Boulevard City, County, State, Zip Code: E-mail Address:	<table border="1" style="width: 100%; border-collapse: collapse;"> <tr> <td style="text-align: center; padding: 5px;">County</td> </tr> <tr> <td style="text-align: center; padding: 5px;">Palm Beach</td> </tr> <tr> <td style="padding: 5px;">Area Code / Phone # 561-845-4010</td> </tr> <tr> <td style="text-align: center; padding: 5px;">SUNCOM #</td> </tr> <tr> <td style="padding: 5px;">Area Code / Fax # 561-840-3353</td> </tr> </table>		County	Palm Beach	Area Code / Phone # 561-845-4010	SUNCOM #	Area Code / Fax # 561-840-3353				
County											
Palm Beach											
Area Code / Phone # 561-845-4010											
SUNCOM #											
Area Code / Fax # 561-840-3353											

Application for Funding Assistance
Florida Department of Law Enforcement
Edward Byrne Memorial State and Local Law Enforcement Assistance Formula Grant Program

4. Project Director	
Name of Project Director: Felicia A. Scott (Implementing Agency Employee)	County
Title: Civil Drug Court Director	Palm Beach
Address: 200 West 12 th Street	Area Code / Phone # 561-844-6581
City, County, State, Zip Code: Riviera Beach, Florida	SUNCOM #
E-mail Address: fascott@rivierabch.com	Area Code / Fax # 561-844-3481
5. Contact Person	
Name of Contact Person: (if other than Project Director)	County
Title:	
Address:	Area Code / Phone #
City, County, State, Zip Code:	SUNCOM #
E-mail Address:	Area Code / Fax #
6. Person Responsible For Financial Reporting (if known)	
Name: Felicia A. Scott	County
Title: Civil Drug Court Director	Palm Beach
Address: 200 West 12 th Street	Area Code / Phone # 561-844-6581
City, County, State, Zip Code: Riviera Beach, Florida 33404	SUNCOM #
E-mail Address: fascott@rivierabch.com	Area Code / Fax # 561-844-3481
7. Person Responsible For Programmatic Performance Reporting (if known)	
Name: Felicia A. Scott	County
Title: Civil Drug Court Director	Palm Beach
Address: 200 West 12 th Street	Area Code / Phone # 561-844-6581
City, County, State, Zip Code: Riviera Beach, Florida	SUNCOM #
E-mail Address: fascott@rivierabch.com	Area Code / Fax # 561-844-3481

Application for Funding Assistance
Florida Department of Law Enforcement
Edward Byrne Memorial State and Local Law Enforcement Assistance Formula Grant Program

C. Administrative Data	
1. Project Title: RESTART	
2. Identify the year of the project (I, II, III, etc.) II	
3. Project period	Start: October 1, 2002 End: September 30, 2003
D. Fiscal Data	
1. (If other than the Chief Financial Officer) Remit Warrant to:	
Name:	County
Title:	
Address:	Area Code / Phone #
City, County, State, Zip Code:	SUNCOM #
E-mail Address:	Area Code / Fax #
2. Is the subgrantee participating in the State of Florida Comptroller's Office electronic transfer program ? (Reimbursement cannot be remitted to any entity other than the subgrantee.) Yes _____ No _____	
3. Frequency of Fiscal Reporting: Monthly _____ Quarterly <u> x </u>	
4. Vendor #: 59-6000-417	
5. State Agency SAMAS #: N/A	
6. Project Generated Income (PGI): Will the project earn PGI? (See Section G, Item 9.) Yes _____ No <u> X </u>	
7. Cash Advance: Will you request an advance? Yes _____ Amount _____ No <u> X </u> If yes, a letter of request must be submitted with the application or prior to submission of the first claim for reimbursement.	

Application for Funding Assistance
Florida Department of Law Enforcement
Edward Byrne Memorial State and Local Law Enforcement Assistance Formula Grant Program

E. Project Narrative

- 1. Problem Identification:** Briefly describe a specific problem to be addressed with subgrant funds in terms of Problem Description, Problem Significance and Needs Assessment, as described in the application instructions. Continue narrative on a second page if necessary. Do not exceed two pages.

The City of Riviera Beach Civil Drug Court continues to thrive under the leadership of Judge Edward Rogers and holds fast to its vision and commitment to provide quality services to the citizenry of Riviera Beach. The Civil Drug Court maintains that although the recidivism rate for court clients is in a healthy range, it does not reflect the total approach to treatment that is now become the norm for treatment-based programs.

While most Drug Court Programs offer twelve (12) months of treatment, the court as originally designed allowed for a mere sixty (60) days of treatment which essentially offered assessment, detoxification and approximately thirty (30) days of rehabilitation. Because of the Court's lack of staffing, no additional services were provided to the clients thereby, decreasing the Court's ability to successfully return its clients to the community.

In order to adequately prepare drug court clients for successful re-entry, continued funding is necessary. Continuance of grant funding will allow staff to focus on a more comprehensive treatment and maintenance program for an extended period of time. Court Administration resolutely believes that additional sub-grant fund dollars will increase the Court's ability to fill its void in tracking and data management, caseload management, community linkages and extending its current treatment life span up to six-months. This extended treatment life span will provide clients with re-socialization skills, job placement, and support groups I preparation for community placement.

Application for Funding Assistance
Florida Department of Law Enforcement
Edward Byrne Memorial State and Local Law Enforcement Assistance Formula Grant Program

- 2. Project Description:** Briefly describe proposed project activities. Refer to Appendix II, Part 1, Pages 1-3 for a description of eligible project areas). You should include project goals, administration, enhancement/expansion, staff, service providers, clients or other participants, equipment, location, and expected project results, as described in the application instructions

This section should address the basic points of who, what, when, where, and how.

Continue on additional pages if necessary; do not exceed three pages.

The Riviera Beach Civil Drug Court is located at 200 W. 12th Street, Riviera Beach, Florida 33404. It has been in this location for the past seven(7) years and is a fixture in the community. It is open to serve all residents of the City of Riviera Beach.

- The short-term goals of the court are to improve the system of delivery of treatment and to increase support services currently offered to existing and new clients. This will be accomplished by hiring an Assistant Drug Court Coordinator and contracting with an outside vendor to provide counseling assistance within two months of funding commencement.
- The long-term goal of the court is continued improvement of the success rates of clients from relapsing into a life of addiction, by providing them with doable options to improve their quality of living. This will be accomplished by developing treatment strategies and community linkages that will support client's socio/economic matriculation into mainstream society.
- After having identified gaps in its delivery system, the Riviera Beach Civil Drug Court determined that the court was under staffed in key areas. Increased services and heightened data collection methods are necessary in order for the court to meet its objectives.
- The court will provide its clientele with linkages and support to obtain job training, educational enhancement, parenting education, resource management and housing assistance. Additionally, individual and group counseling will be scheduled for each program participant.
- Improved project services will begin immediately upon receipt of funding.
- Results of additional staff will be immediate. Pre and post-test to determine program efficiency will be administered to clients entering individual and group counseling sessions. Additionally, clients will be tracked by the

Application for Funding Assistance
Florida Department of Law Enforcement
Edward Byrne Memorial State and Local Law Enforcement Assistance Formula Grant Program

3. Program Objectives and Performance Measures: Up to three types of objectives may be included in this section of your subgrant application, i.e., Uniform Objectives, Project-Specific Objectives and Self-Generated Objectives. If you are proposing a project in one of the Authorized Program Areas with no Uniform Objectives, contact FDLE, Office of Criminal Justice Grants, at (850) 410-8700 for further guidance. Continue on a second page if necessary.

- a. List the number and title of the Program Area to be addressed. Refer to Appendix II, Part II, for a listing of authorized program areas.

(#) 10 E

(Title) DRUG COURT MANAGEMENT

- b. List Uniform Objectives first, followed by any other appropriate objectives you may wish to address. If additional objectives are included, please identify whether they are Project Specific or Self-Generated Objectives. Uniform and Project Specific Objectives form the basis for collection of data and quarterly performance reporting.

Uniform Objectives (Mandatory, copy as worded for the program area addressed and include all appropriate questions).

10E DRUG COURT MANAGEMENT		
10E.1	Provide administrative support to the drug court coordinator positions throughout the Florida State Court System.	YES
10E.7	Continue the enhancement of a specified number of community coalitions in order to increase community support, service and participation in the drug courts.	YES
10E.11	Provide and implement services to the Drug Court, including, but not limited to, assisting the judiciary and drug court team members in developing a caseload management system, a data collection system, an evaluation component, a drug court manual, an information booklet, Drug Court Policies and Procedures, and additional funding sources.	YES
10E.13	Coordinate an evaluation of the Drug Court and implement any recommendations stemming from this evaluation.	YES

Application for Funding Assistance
Florida Department of Law Enforcement
Edward Byrne Memorial State and Local Law Enforcement Assistance Formula Grant Program

4. **Activity Implementation Schedule.** Complete the Activity Implementation Schedule showing when activities in the Program Description will commence and how the project will progress. This chart benchmarks planned activities, both administrative and programmatic. An "X" has been inserted for reports with mandatory due dates for all projects. Place an additional "X" to indicate times applicable to your project, as illustrated for quarterly program reports. Make a detailed listing of key activities under the heading "Programmatic Activities." Your Quarterly Performance Reports will be reviewed against this schedule.

Subgrant Period

OCTOBER 1, 2002 SEPTEMBER 30, 2003
 (Beginning Date – Ending Date)

Administrative Activities

ACTIVITY	Oct	Nov	Dec	Jan	Feb	Mar	Apr	May	Jun	Jul	Aug	Sep
Submit Financial Reimbursement Requests			X			X			X			X
Submit Financial Closeout Package												X
Submit Quarterly Program Reports	X (03)			X (03)			X (03)			X (03)		
Submit Quarterly PGI Reports (If applicable)												

Programmatic Activities

(Continue on a second page if necessary.)
 Be sure to include activities mentioned in the Project Description

ACTIVITY	Oct	Nov	Dec	Jan	Feb	Mar	Apr	May	Jun	Jul	Aug	Sep
Contractual agreement with Drug Court Counselor	X											
Hire Assistant Drug Court Coordinator	X											
Hire Data Information Specialist	X											
Purchase ASI Information Software	X											
Individual and Group Counseling Sessions	X	X	X	X	X	X	X	X	X	X	X	X
Connecting clients with community and social service agencies	X	X	X	X	X	X	X	X	X	X	X	X
Tracking case management	X	X	X	X	X	X	X	X	X	X	X	X
Develop and maintain network of support service providers	X	X	X	X	X	X	X	X	X	X	X	X
Treatment service adjustments	X	X	X	X	X	X	X	X	X	X	X	X

Application for Funding Assistance
Florida Department of Law Enforcement
Edward Byrne Memorial State and Local Law Enforcement Assistance Formula Grant Program

F. Project Budget

1. Budget Schedule

- a. The Project Budget Schedule includes five Budget Categories (Salaries and Benefits, Contractual Services, Expenses, Operating Capital Outlay, and Indirect Costs) and Total Project Costs. Total Local Match must be a minimum of 25% of the Total Budget.
- b. Enter the amount of federal, matching, and total funds by budget category that you will use to support project activities. Enter dollar amounts only in applicable categories based on totals from the Budget Narrative and leave others blank. Total Local Match must be a minimum of 25 percent of the Total Budget.
- c. Show all figures rounded to the next highest dollar; do not include cents.
 (Example \$4,505.25 as \$4,506).

Type or Print Dollar Amounts Only in Applicable Categories and Leave Others Blank.

Budget Category	Federal	Match	Total
Salaries And Benefits	\$63,780	\$17,447.00	\$81,227.00
Contractual Services		\$7,800	\$7,800
Expenses	\$5,300	\$1,325	\$6,625
Operating Capital Outlay	\$5,104	\$1,276	\$6,380
Indirect Costs			-
Totals	\$74,184	\$27,848.00	\$102,032.00

Application for Funding Assistance
Florida Department of Law Enforcement
Edward Byrne Memorial State and Local Law Enforcement Assistance Formula Grant Program

2. Budget Narrative

- a. The Project Budget Narrative may reflect costs in any of the five budget categories (Salaries and Benefits, Contractual Services, Expenses, Operating Capital Outlay, Indirect Costs). The Total Project Costs should be included.
- b. You must describe the line items for each applicable budget category for which you are requesting subgrant funding. Provide sufficient detail to show cost relationships to project activities. Reimbursements will only be made for items clearly identified in the budget narrative.
- c. Costs must not be allocated or included as a cost to any other federally financed program.

(Continue on additional pages if necessary.)

Please respond to the following five items before providing the Budget Narrative.

1. Identify your Specific sources of matching funds. [Source of match must be cash and represent no less than twenty-five (25) percent of the project's cost.]
2. If Salaries and Benefits are included in the budget as Actual Costs for staff in the implementing agency, is there a net personnel increase, or a continued net personnel increase from the initial year?

No: _____ If no, please explain.

Yes: X If yes, please list number and title of position and type of benefits.

3. Indicate the OCO threshold established by the subgrantee. \$ 1,500
4. If Indirect Cost is included in your budget please indicate the basis for the plan (e.g. percent of salaries and benefits), and provide documentation of the appropriate approval of this plan.

- The matching funds for this grant will be provided through the Law Enforcement Trust Fund.

Application for Funding Assistance
Florida Department of Law Enforcement
Edward Byrne Memorial State and Local Law Enforcement Assistance Formula Grant Program

SALARIES	TOTALS
Assistant Drug Court Coordinator Compensation is based per year	\$32,939.00
Data Information Technician Compensation is based per year	\$26,500.00
BENEFITS	
Health Insurance	\$10,684.00
Life Insurance	\$574.00
Retirement 13% of base	\$7,727.00
FICA 0.0765 x \$59,439.00	\$4,547.00
Unemployment 0.023 x 2 employees x \$7,000.00	\$322.00
Worker's Compensation \$59,439.00 x 0.009	\$535.00
TOTAL SALARIES AND BENEFITS	\$83,828.00
Contractual Services	
Drug Court Counselor \$50 per hour x 1 hour per day x 3 days per week x 52 weeks	\$7,800.00
EXPENSES	
Printing (business cards, letterhead, announcements, etc.)	\$1,800.00
Office supplies, etc.	\$1,500.00
Addiction Severity Index Software (ASI, MMI)	\$1,500.00
Postage	\$500.00
TOTAL EXPENSES	\$5,300.00
Operating Capital Outlay or Equipment	
Dell Inspiron 8100 Laptop	\$2,154.00
Employee Development & Training	\$2,500.00
900 MHZ Telephone (3) x \$150.00	\$450.00
TOTAL OPERATING CAPITAL OUTLAY OR EQUIPMENT	\$5,104.00
TOTAL COSTS	\$102,032.00

<u>TOTAL BUDGET</u>	<u>\$102,032.00</u>
Federal Request	\$74,184.00
Cash Match	\$27,848.00

The procurement method used for all purchases will conform to the existing rules and regulations governed by the City of Riviera Beach.

Application for Funding Assistance
Florida Department of Law Enforcement
Edward Byrne Memorial State and Local Law Enforcement Assistance Formula Grant Program

G. Conditions of Acceptance and Agreement

Conditions of agreement requiring compliance by units of local government (subgrant recipients), implementing agencies and state agencies upon signed acceptance of the subgrant award appear in this section. Upon approval of this subgrant, the approved application and the following terms of conditions will become binding. Failure to comply with provisions of this agreement will result in required corrective action up to and including project costs being disallowed and termination of the project, as specified in item 16 of this section.

1. **All Subgrant Recipients must comply with the financial and administrative requirements set forth in the current edition of the U.S. Department of Justice, Office of Justice Programs (OJP) *Financial Guide*.**

2. **Reports**

- a. **Project Performance Reports**

The subgrant recipient shall submit Quarterly Project Performance Reports to OCJG by February 1, May 1, August 1, and within forty-five (45) days after the subgrant termination date. In addition, if the subgrant award period is extended beyond the "original" project period, additional *Quarterly Project Performance Reports* shall be submitted.

Failure to submit Quarterly Performance Reports that are complete, accurate and timely may result in sanctions, as specified in item 16 of Section G, performance of Agreement Provisions.

- b. **Financial Reports**

- (1) The subgrant recipient shall have a choice of submitting either a Monthly or a Quarterly Financial Claim Report to the OCJG. Monthly Financial Claim Reports (1-11) are due thirty-one (31) days after the end of the reporting period. Quarterly Financial Claim Reports (1-3) are due thirty-one (31) days after the end of the reporting period. In addition, if the subgrant award period is extended, additional Financial Claim Reports shall be submitted. A final Financial Claim Report and a Criminal Justice Contract (Financial) Closeout Package shall be submitted to OCJG within forty-five (45) days of the subgrant termination period. Such claim shall be distinctly identified as "final".

- (2) All claims for reimbursement of subgrant recipient costs shall be submitted on the Financial Claim Report Forms prescribed and provided by the Office of Criminal Justice Grants. A subgrant recipient shall submit either monthly or quarterly claims in order to report current project costs. Reports are to be submitted even when no reimbursement is being requested.

- (3) All claims for reimbursement shall be submitted in sufficient detail for proper pre-audit and post-audit.

- (4) Before the "final" claim will be processed, the subgrant recipient must submit to the Department all outstanding project reports and must have satisfied all special conditions. Failure to comply with the above provisions shall result in forfeiture of reimbursement.

- (5) The subgrant recipient shall submit Quarterly Project Generated Income Reports to OCJG by February 1, May 1, August 1, and within forty-five (45) days after the subgrant termination date covering subgrant project generated income and expenditures during the previous quarter. (See Item 9, Program Income.)

- c. **Other Reports**

The subgrant recipient shall submit other reports as may be reasonably required by OCJG.

3. **Fiscal Control and Fund Accounting Procedures**

- a. The subgrant recipient shall establish fiscal control and fund accounting procedures that assure proper disbursement and accounting of subgrant funds and required non-federal expenditures. All funds spent on this project shall be disbursed according to provisions of the project budget as approved by OCJG.

Application for Funding Assistance
Florida Department of Law Enforcement
Edward Byrne Memorial State and Local Law Enforcement Assistance Formula Grant Program

- b. All contractual expenditures and cost accounting of funds shall conform to OJP *Financial Guide*, U.S. Department of Justice *Common Rule for State and Local Governments*, and federal Office of Management and Budget's (OMB) *Circulars A-21, A-87, and A-110*, in their entirety.
 - c. All funds not spent according to this agreement shall be subject to repayment by the subgrant recipient.
4. **Payment Contingent on Appropriation**
The State of Florida's performance and obligation to pay under this agreement is contingent upon an annual appropriation by the Florida Legislature.
5. **Obligation of Subgrant Recipient Funds**
Subgrant funds shall not under any circumstances be obligated prior to the effective date or subsequent to the termination date of the subgrant period. Only project costs incurred on or after the effective date and on or prior to the termination date of the subgrant recipient's project are eligible for reimbursement.
6. **Advance Funding**
Advance funding may be authorized for up to twenty-five (25) percent of the federal award for each project according to Section 216.181(16)(b), Florida Statutes, the OJP *Financial Guide*, and the U.S. Department of Justice *Common Rule for State and Local Governments*. Advance funding shall be provided to a subgrant recipient upon a written request to the Department justifying the need for such funds. This request, including the justification, shall be either enclosed with the subgrant application or submitted to the Department prior to the first request for reimbursement.
7. **Reimbursement Subject to Available Funds**
The obligation of the State of Florida to reimburse subgrant recipients for incurred costs is subject to available federal Edward Byrne Memorial State and Local Law Enforcement Assistance Formula Grant Program funds.
8. **Travel and Training**
 - a. All travel reimbursement for out-of-state or out-of-grant-specified work area shall be based upon written approval of the Department prior to commencement of actual travel. Subgrant recipients shall obtain written approval from the Department for reimbursement of training costs and related travel prior to commencement of training, if the specific training was not listed in the approved budget.
 - b. The cost of all travel shall be reimbursed according to local regulations, but not in excess of provisions in Section 112.061, Florida Statutes.
 - c. All bills for any travel expenses shall be submitted according to provisions in Section 112.061, Florida Statutes.
9. **Allowable Costs**
 - a. Allowance for costs incurred under the subgrant shall be determined according to the general principles of allowability and standards for selected cost items set forth in the OJP *Financial Guide*, U.S. Department of Justice *Common Rule for State and Local Governments* and federal OMB *Circular A-87, "Cost Principles for State, Local and Indian Tribal Governments"*, or OMB *Circular A-21, "Cost Principles for Educational Institutions"*.
 - b. All procedures employed in the use of federal funds to procure services, supplies or equipment, shall be according to U.S. Department of Justice *Common Rule for State and Local Governments*, or OMB *Circular A-110* and Florida law to be eligible for reimbursement.
10. **Program Income (also known as Project Generated Income)**
Program income means the gross income earned by the subgrant recipient during the subgrant period, as a direct result of the subgrant award. Program income shall be handled according to the OJP *Financial Guide*

Application for Funding Assistance
Florida Department of Law Enforcement
Edward Byrne Memorial State and Local Law Enforcement Assistance Formula Grant Program

and U.S. Department of Justice *Common Rule for State and Local Governments* (reference 31 CFR Part 206 - Management of Federal Agency Receipts, Disbursements, and Operation of The Cash Management Improvement Fund).

11. Approval of Consultant Contracts

The Department shall review and approve in writing all consultant contracts prior to employment of a consultant when their rate exceeds \$450 (excluding travel and subsistence costs) for an eight-hour day. Approval shall be based upon the contract's compliance with requirements found in the OJP *Financial Guide*, U.S. Department of Justice *Common Rule for State and Local Governments*, and in applicable state statutes. The Department's approval of the subgrant recipient agreement does not constitute approval of consultant contracts.

12. Property Accountability

- a. The subgrant recipient agrees to use all non-expendable property for criminal justice purposes during its useful life or request Department disposition.
- b. The subgrant recipient shall establish and administer a system to protect, preserve, use, maintain and dispose of any property furnished to it by the Department or purchased pursuant to this agreement according to federal property management standards set forth in the OJP *Financial Guide*, U.S. Department of Justice *Common Rule for State and Local Governments* or the federal OMB Circular A-110. This obligation continues as long as the subgrant recipient retains the property, notwithstanding expiration of this agreement.

13. Ownership of Data and Creative Material

Ownership of material, discoveries, inventions, and results developed, produced, or discovered subordinate to this agreement is governed by the terms of the OJP *Financial Guide*, and the U.S. Department of Justice *Common Rule for State and Local Governments*, or the federal OMB Circular A-110.

14. Copyright

The awarding agency reserves a royalty-free non-exclusive, and irrevocable license to reproduce, publish, or otherwise use, and authorize others to use, for Federal government purposes:

- a. The copyright in any work developed under an award or subaward, and
- b. Any rights of copyright to which a subgrant recipient or subrecipient purchases ownership with support funded under this grant agreement.

15. Audit

- a. Subgrant recipients that expend \$300,000 or more in a year in Federal awards shall have a single or program-specific audit conducted for that year. The audit shall be performed in accordance with the federal OMB Circular A-133 and other applicable federal law. The contract for this agreement shall be identified in *The Schedule of Federal Financial Assistance in the subject audit*. The contract shall be identified as federal funds passed through the Florida Department of Law Enforcement and include the contract number, CFDA number, award amount, contract period, funds received and disbursed. When applicable, the subgrant recipient shall submit an annual financial audit that meets the requirements of Sections 11.45 and 215.97, *Florida Statutes*, and Chapters 10.550 and 10.600, *Rules of the Florida Auditor General*.
- b. A complete audit report that covers any portion of the effective dates of this agreement must be submitted within 30 days after its completion, but no later than nine (9) months after the audit period. In order to be complete, the submitted report shall include any management letters issued separately and management's written response to all findings, both audit report and management letter findings. Incomplete audit reports will not be accepted by the Department and will be returned to the subgrant recipient.
- c. The subgrant recipient shall have all audits completed by an Independent Public Accountant (IPA). The IPA shall be either a Certified Public Accountant or a Licensed Public Accountant.
- d. The subgrant recipient shall take appropriate corrective action within six (6) months of the issue date of the audit report in instances of noncompliance with federal laws and regulations.

Application for Funding Assistance
Florida Department of Law Enforcement
Edward Byrne Memorial State and Local Law Enforcement Assistance Formula Grant Program

- e. The subgrant recipient shall ensure that audit working papers are made available to the Department, or its designee, upon request for a period of three (3) years from the date the audit report is issued, unless extended in writing by the Department.
- f. Subgrant recipients that expend less than \$300,000 in Federal awards during a fiscal year are exempt from the audit requirements of *OBM Circular A-133* for that fiscal year. In this case, written notification shall be provided to the Department by the Chief Financial Officer, or designee, that the subgrant recipient is exempt. This notice shall be provided to the Department no later than March 1 following the end of the fiscal year.
- g. If this agreement is closed out without an audit, the Department reserves the right to recover any disallowed costs identified in an audit completed after such closeout.
- h. The completed audit report or notification of non-applicability should be sent to the following address:

Florida Department of Law Enforcement
Office of Inspector General
Post Office Box 1489
Tallahassee, Florida 32302-1489

16. Performance of Agreement Provisions

In the event of default, non-compliance or violation of any provision of this agreement by the subgrant recipient, the subgrant recipient's consultants and suppliers, or both, the Department shall impose sanctions it deems appropriate including withholding payments and cancellation, termination, or suspension of the agreement in whole or in part. In such event, the Department shall notify the subgrant recipient of its decision thirty (30) days in advance of the effective date of such sanction. The subgrant recipient shall be paid only for those services satisfactorily performed prior to the effective date of such sanction.

17. Commencement of Project

- a. If a project has not begun within sixty (60) days after acceptance of the subgrant award, the subgrant recipient shall send a letter to OCJG indicating steps to initiate the project, reason for delay and request a revised project starting date.
- b. If a project has not begun within ninety (90) days after acceptance of the subgrant award, the subgrant recipient shall send another letter to OCJG, again explaining the reason for delay and request another revised project starting date.
- c. Upon receipt of the ninety (90) day letter, the Department shall determine if the reason for delay is justified or shall, at its discretion, unilaterally terminate this agreement and re-obligate subgrant funds to other Department approved projects. The Department, where warranted by extenuating circumstances, may extend the starting date of the project past the ninety (90) day period, but only by formal written amendment to this agreement.

18. Excusable Delays

- a. Except with respect to defaults of consultants, the subgrant recipient shall not be in default by reason of any failure in performance of this agreement according to its terms (including any failure by the subgrant recipient to make progress in the execution of work hereunder which endangers such performance) if such failure arises out of causes beyond the control and without the fault or negligence of the subgrant recipient. Such causes include, but are not limited to, acts of God or of the public enemy, acts of the government in

Application for Funding Assistance
Florida Department of Law Enforcement
Edward Byrne Memorial State and Local Law Enforcement Assistance Formula Grant Program

either its sovereign or contractual capacity, fires, floods, epidemics, quarantine restrictions, strikes, freight embargoes, and unusually severe weather, but in every case, the failure to perform shall be beyond the control and without the fault or negligence of the subgrant recipient.

- b. If failure to perform is caused by failure of a consultant to perform or make progress, and if such failure arises out of causes beyond the control of subgrant recipient and consultant, and without fault or negligence of either of them, the subgrant recipient shall not be deemed in default, unless:
- (1) Supplies or services to be furnished by the consultant were obtainable from other sources,
 - (2) The Department ordered the subgrant recipient in writing to procure such supplies or services from other sources, and
 - (3) The subgrant recipient failed to reasonably comply with such order.
- c. Upon request of the subgrant recipient, the Department shall ascertain the facts and the extent of such failure, and if the Department determines that any failure to perform was occasioned by one or more said causes, the delivery schedule shall be revised accordingly.

19. Extension of a Contract for Contractual Services

Extension of a contract for contractual services between the subgrant recipient and a contractor (which includes all project budget categories) shall be in writing for a period not to exceed six (6) months and is subject to the same terms and conditions set forth in the initial contract. Only one extension of the contract shall be acceptable, unless failure to complete the contract is due to events beyond the control of the contractor.

20. Written Approval of Changes in this Approved Agreement

Subgrant recipients shall obtain approval from the Department for major changes. These include, but are not limited to:

- a. Changes in project activities, target populations, implementation schedules, designs or research plans set forth in the approved agreement;
- b. Budget deviations that do not meet the following criterion. That is, a subgrant recipient may transfer funds between budget categories as long as the total amount of transfer does not exceed ten (10) percent of the total approved budget and the transfer is made to an approved budget item; or,
- c. Transfers of funds above the ten (10) percent cap shall be made only if a revised budget is approved by the Department. Transfers do not allow for increasing the quantitative number of items documented in any approved budget item, i.e., increasing the quantity of equipment items in Operating Capital Outlay or Expense categories, or staff positions in the Salaries and Benefits category.)
- d. Under no circumstances can transfers of funds increase the total budgeted award.

21. Disputes and Appeals

- a. The Department shall make its decision in writing when responding to any disputes, disagreements or questions of fact arising under this agreement and shall distribute its response to all concerned parties. The subgrant recipient shall proceed diligently with the performance of this agreement according to the Department's decision.
- b. If the subgrant recipient appeals the Department's decision, the appeal also shall be made in writing within twenty-one (21) calendar days to the Department's clerk (agency clerk). The subgrant recipient's right to appeal the Department's decision is contained in Chapter 120, Florida Statutes, and in procedures set forth in Rule 28-106.104, Florida Administrative Code. Failure to appeal within this time frame constitutes a waiver of proceedings under Chapter 120, Florida Statutes.

22. Conferences and Inspection of Work

Conferences may be held at the request of any party to this agreement. At any time, a representative of the Department, of the U.S. Department of Justice, or the Auditor General of the State of Florida, have the privilege of visiting the project site to monitor, inspect and assess work performed under this agreement.

Application for Funding Assistance
Florida Department of Law Enforcement
Edward Byrne Memorial State and Local Law Enforcement Assistance Formula Grant Program

23. Access To Records

- a. The Department of Law Enforcement, the Auditor General of the State of Florida, the U.S. Department of Justice, the U.S. Comptroller General or any of their duly authorized representatives, shall have access to books, documents, papers and records of the subgrant recipient, implementing agency and contractors for the purpose of audit and examination according to the OJP *Financial Guide*, and the U.S. Department of Justice *Common Rule for State and Local Governments*.
- b. The Department reserves the right to unilaterally terminate this agreement if the subgrant recipient, implementing agency, or contractor refuses to allow public access to all documents, papers, letters, or other materials subject to provisions of *Chapter 119, Florida Statutes*, and made or received by the subgrant recipient or its contractor in conjunction with this agreement.

24. Retention of Records

The subgrant recipient shall maintain all records and documents for a minimum of three (3) years from the date of the final financial statement and be available for audit and public disclosure upon request of duly authorized persons.

25. Signature Authority

Both the Subgrant Recipient Authorizing Official or Designated Representative and the Implementing Agency Official, Administrator or Designated Representative who sign Section I, *Signature Page*, have the authority to request changes to the approved agreement. The Project Director has authority to submit Financial and Performance Reports, with the exception of the Closeout Package, which also requires the signature by the Chief Financial Officer of the Subgrant Recipient or authorized designee.

26. Delegation of Signature Authority

When the authorized official of a subgrant recipient or the implementing agency designates some other staff person signature authority for him/her, the chief officer or elected official must submit to the department a letter or resolution indicating the staff person given signature authority. The letter indicating delegation of signature authority must be signed by the chief officer or elected official and the person receiving signature authority.

27. Personnel Changes

Upon implementation of the project, in the event there is a change in Chief Executive Officers for the Subgrantee or Implementing Agency, Project Director, or Contact Person, the OCJG must be notified in writing with documentation to include appropriate signatures.

28. Background Check

Whenever a background screening for employment or a background security check is required by law for employment, unless otherwise provided by law, the provisions of Chapter 435, Florida Statutes shall apply.

- a. All positions in programs providing care to children, the developmentally disabled, or vulnerable adults for 15 hours or more per week; all permanent and temporary employee positions of the central abuse hotline; and all persons working under contract who have access to abuse records are deemed to be persons and positions of special trust or responsibility and require employment screening pursuant to Chapter 435, F.S., using the level 2 standards set forth in that chapter.
- b. All employees in positions designated by law as positions of trust or responsibility shall be required to undergo security background investigations as a condition of employment and continued employment. For the purposes of the subsection, security background investigations shall include, but not be limited to, employment history checks, fingerprinting for all purposes and checks in this subsection, statewide criminal and juvenile records checks through the Florida Department of Law Enforcement, and federal criminal records checks through the Federal Bureau of Investigation, and may include local criminal records checks through local law enforcement agencies.
 - (1) Any person who is required to undergo such a security background investigation and who refuses to cooperate in such investigation or refuses to submit fingerprints shall be disqualified for employment in such position or, if employed, shall be dismissed.

Application for Funding Assistance
Florida Department of Law Enforcement
Edward Byrne Memorial State and Local Law Enforcement Assistance Formula Grant Program

- (2) Such background investigations shall be conducted at the expense of the employing agency. When fingerprinting is required, the fingerprints of the employee or applicant for employment shall be taken by the employing agency or by an authorized law enforcement officer and submitted to the Department of Law Enforcement for processing and forwarding, when requested by the employing agency, to the United States Department of Justice for processing. The employing agency shall reimburse the Department of Law Enforcement for any costs incurred by it in the processing of the fingerprints.
- 29. Drug Court Projects**
- a. A Drug Court Project funded by the Byrne Formula Grant Program must contain the 10 key elements outlined in the U.S. Department of Justice, Office of Justice Programs, Drug Courts Program Office, program guidelines "Defining Drug Courts: The Key Components", January 1997. This document can be obtained from FDLE, Office of Criminal Justice Grants, at (850) 410-8700.
- b. To ensure more effective management and evaluation of drug court programs, the subgrant recipient agrees that drug court programs funded with this award shall collect and maintain follow-up data on criminal recidivism and drug use relapse of program participation. The data collected must be available to U.S. DOJ and FDLE upon request.
- 30. Overtime for Law Enforcement Personnel**
- Prior to obligating funds from this award to support overtime by law enforcement officers, the U.S. Department of Justice encourages consultation with all allied components of the criminal justice system in the affected jurisdiction. The purpose of this consultation is to anticipate and plan for systemic impacts such as increased court dockets and the need for detention space.
- 31. Criminal Intelligence System**
- a. The purpose of the federal regulation published in 28 CFR Part 23 - Criminal Intelligence Systems Operating Policies is to assure that subgrant recipients of federal funds for the principal purpose of operating a criminal intelligence system under the Omnibus Crime Control and Safe Streets Act of 1968, 42 U.S.C. 3701, et seq., as amended, use those funds in conformance with the privacy and constitutional rights of individuals.
- b. The subgrant recipient and a criminal justice agency that is the implementing agency agree to certify that they operate a criminal intelligence system in accordance with *Sections 802(a) and 818(c) of the Omnibus Crime Control and Safe Streets Act of 1968*, as amended and comply with criteria as set forth in *28 CFR Part 23 - Criminal Intelligence Systems Operating Policies* and in the Bureau of Justice Assistance's *Formula Grant Program Guidance*. Submission of this certification is a prerequisite to entering into this agreement.
- c. This certification is a material representation of fact upon which reliance was placed when this agreement was made. If the subgrant recipient or criminal justice agency operates a criminal intelligence system and does not meet Act and federal regulation criteria, they must indicate when they plan to come into compliance. Federal law requires a subgrant-funded criminal intelligence system project to be in compliance with the Act and federal regulation prior to the award of federal funds. The subgrant recipient is responsible for the continued adherence to the regulation governing the operation of the system or faces the loss of federal funds. The Department's approval of the subgrant recipient agreement does not constitute approval of the subgrant-funded development or operation of a criminal intelligence system.
- 32. Confidential Funds**
- A signed certification that the project director or the head of the Implementing Agency has read, understands, and agrees to abide by all of the conditions for confidential funds as set forth in the effective edition of OJP's Financial Guide is required from all projects that are involved with confidential funds from either Federal or matching funds. The signed certification must be submitted at the time of grant application.
- 33. Equal Employment Opportunity (EEO)**
- a. No person, on the grounds of race, creed, color or national origin shall be excluded from participation in, be refused benefits of, or otherwise subjected to discrimination under grants awarded pursuant to Title VI of the Civil Rights Act of 1964; Section 504 of the Rehabilitation Act of 1973, as amended; Title IX of the

Application for Funding Assistance
Florida Department of Law Enforcement
Edward Byrne Memorial State and Local Law Enforcement Assistance Formula Grant Program

Education Amendments of 1972; The Age Discrimination Act of 1975; and, Department of Justice Non-Discrimination Regulations 28 CFR Part 42, Subparts C, D, E, F, G and H.

- b. The subgrant recipient and a criminal justice agency that is the implementing agency agree to certify that they either do or do not meet EEO program criteria as set forth in Section 501 of The Federal Omnibus Crime Control and Safe Streets Act of 1968, as amended and that they have or have not formulated, implemented and maintained a current EEO Program. Submission of this certification is a prerequisite to entering into this agreement. This certification is a material representation of fact upon which reliance was placed when this agreement was made. If the subgrant recipient or implementing agency meet Act criteria but have not formulated, implemented and maintained such a current written EEO Program, they have 120 days after the date this agreement was made to comply with the Act or face loss of federal funds subject to the sanctions in the Justice System Improvement Act of 1979, Pub. L. 96-157, 42 U.S.C. 3701, et seq. (Reference Section 803 (a) of the Act, 42 U.S.C. 3783 (a) and 28 CFR Section 42.207 Compliance Information).
 - c. Any state agency, county or city receiving a single grant award for \$500,000 or more OR an aggregate of grant awards for \$1,000,000 or more during any 18 month period in federal funds, must have approval of its EEO Plan by the U.S. DOJ, Office for Civil Rights (OCR). The subgrantee shall submit its EEO Plan to FDLE, for submittal to the U.S. DOJ, OCR for approval. If the U.S. DOJ, OCR has approved an agency's EEO Plan during the two previous years, it is not necessary to submit another EEO Plan. Instead, the subgrantee need only send a copy of its approval letter from the OCR. However, if the EEO Plan approval is more than two years old, an updated Plan must be submitted.
- 34. Americans with Disabilities Act**
Subgrantees must comply with the requirements of the Americans with Disabilities Act (ADA), Public Law 101-336, which prohibits discrimination by public and private entities on the basis of disability and requires certain accommodations be made with regard to employment (Title I), state and local government services and transportation (Title II), public accommodations (Title III), and telecommunications (Title IV).
- 35. Immigration and Nationality Act**
No public funds will intentionally be awarded to any contractor who knowingly employs unauthorized alien workers, constituting a violation of the employment provisions contained in 8 U.S.C. Section 1324a(e), Section 274A(e) of the Immigration and Nationality Act ("INA"). The Department shall consider the employment by any contractor of unauthorized aliens a violation of Section 274A(e) of the INA. Such violation by the subgrant recipient of the employment provisions contained in Section 274A(e) of the INA shall be grounds for unilateral cancellation of this contract by the Department.
- 36. National Environmental Policy Act (NEPA)**
 - a. The subgrantee agrees to assist FDLE in complying with the NEPA and other related federal environmental impact analyses requirements in the use of subgrant funds by the subgrantee. This applies to the following new activities whether or not they are being specifically funded with these subgrant funds. That is, it

Application for Funding Assistance
Florida Department of Law Enforcement
Edward Byrne Memorial State and Local Law Enforcement Assistance Formula Grant Program

applies as long as the activity is being conducted by the subgrantee or any third party and the activity needs to be undertaken in order to use these subgrant funds,

- (1) New construction;
 - (2) Minor renovation or remodeling of a property either (a) listed on or eligible for listing on the National Register of Historic Places or (b) located within a 100-year flood plain;
 - (3) A renovation, lease, or any other proposed use of a building or facility that will either (a) result in a change in its basic prior use or (b) significantly change its size; and
 - (4) Implementation of a new program involving the use of chemicals other than chemicals that are (a) purchased as an incidental component of a funded activity and (b) traditionally used, for example, in office, household, recreational, or educational environments.
- b. For any of a subgrantee's existing programs or activities that will be funded by these subgrants, the subgrantee, upon specific request from the Department and the U.S. Department of Justice, agrees to cooperate with DOJ in any preparation by DOJ of a national or program environmental assessment of that funded program or activity.
- 37. Non-Procurement, Debarment and Suspension**
The subgrant recipient agrees to comply with Executive Order 12549, Debarment and Suspension (34 CFR, Part 85, Section 85.510, Participant's Responsibilities). These procedures require the subgrant recipient to certify it shall not enter into any lower tiered covered transaction with a person who is debarred, suspended, declared ineligible or is voluntarily excluded from participating in this covered transaction, unless authorized by the Department.
- 38. Federal Restrictions on Lobbying**
- a. Each subgrant recipient agrees to comply with 28 CFR Part 69, "New Restrictions on Lobbying" and shall file the most current edition of the Certification And Disclosure Form, if applicable, with each submission that initiates consideration of such subgrant recipient for award of federal contract, grant, or cooperative agreement of \$100,000 or more; or federal loan of \$150,000 or more.
 - b. This certification is a material representation of fact upon which reliance was placed when this agreement was made. Submission of this certification is a prerequisite to entering into this agreement subject to conditions and penalties imposed by *Section 1352, Title 31, United States Code*. Any person who fails to file the required certification is subject to a civil penalty of not less than \$10,000 and not more than \$100,000 for each failure to file.
 - c. The undersigned certifies, to the best of his or her knowledge and belief, that:
 - (1) No federally appropriated funds have been paid or shall be paid to any person for influencing or attempting to influence an officer or employee of any federal agency, a member of congress, an officer or employee of congress, or an employee of a member of congress in connection with the awarding of any federal loan, the entering into of any renewal, amendment, or modification of any federal contract, grant, loan or cooperative agreement.
 - (2) If any non-federal funds have been paid or shall be paid to any person for influencing or attempting to influence an officer or employee of congress, or an employee of a member of congress in connection with this federal contract, grant loan, or cooperative agreement, the undersigned shall complete and submit the standard form, Disclosure of Lobbying Activities, according to its instructions.

Application for Funding Assistance
Florida Department of Law Enforcement
Edward Byrne Memorial State and Local Law Enforcement Assistance Formula Grant Program

- (3) The undersigned shall require that the language of this certification be included in award documents for all subgrant awards at all tiers and that all subgrant recipients shall certify and disclose accordingly.

39. State Restrictions on Lobbying

In addition to the provisions contained in Item 38 of Section G, Conditions of Acceptance and Agreement, the expenditure of funds for the purpose of lobbying the legislature or a state agency is prohibited under this contract.

40. "Pay-to-Stay"

Funds from this award may not be used to operate a "pay-to-stay" program in any local jail. Furthermore, no funds may be given to local jails that operate "pay-to-stay" programs. "Local jail", as referenced in this condition, means an adult facility or detention center owned and/or operated by city, county, or municipality. It does not include juvenile detention centers. "Pay-to-stay" programs as referenced in this condition, means a program by which extraordinary services, amenities and/or accommodations, not otherwise available to the general inmate population, may be provided, based upon an offender's apparent ability to pay, such that disparate conditions of confinement are created for the same or similar offenders within a jurisdiction.

41. Mitigation of Health, Safety and Environmental risks dealing with Clandestine Methamphetamine Laboratories

If an award is made to support methamphetamine laboratory operations the subgrant recipient must comply with this condition, which provides for individual site environmental assessment/impact statements as required under the National Environmental Policy Act.

- a. **General Requirement:** The subgrantee agrees to comply with Federal, State, and local environmental, health and safety laws and regulations applicable to the investigation and closure of clandestine methamphetamine laboratories and the removal and disposal of the chemicals, equipment, and wastes used in or resulting from the operation of these laboratories.
- b. **Specific Requirements:** The subgrantee understands and agrees that any program or initiative involving the identification, seizure, or closure of clandestine methamphetamine laboratories can result in adverse health, safety and environmental impacts to (1) the law enforcement and other governmental personnel involved; (2) any residents, occupants, users, and neighbors of the site of a seized clandestine laboratory; (3) the seized laboratory site's immediate and surrounding environment of the site(s) where any remaining chemicals, equipment, and waste from a seized laboratory's operations are placed or come to rest.

Therefore, the subgrantee further agrees that in order to avoid or mitigate the possible adverse health, safety and environmental impacts from any of clandestine methamphetamine operations funded under this award, it will (1) include the nine, below listed protective measures or components; (2) provide for their adequate funding to include funding, as necessary, beyond that provided by this award; and (3) implement these protective measures directly throughout the life of the subgrant. In so doing, the subgrantee understands that it may implement these protective measures directly through the use of its own resources and staff or may secure the qualified services of other agencies, contractor or other qualified third party.

1. Provide medical screening of personnel assigned or to be assigned by the subgrantee to the seizure or closure of clandestine methamphetamine laboratories;
2. Provide Occupational Safety and Health Administration (OSHA) required initial and refresher training for law enforcement officials and other personnel assigned by the subgrantee to either the seizure or closure of clandestine methamphetamine laboratories;
3. As determined by their specific duties, equip personnel assigned to the project with OSHA required protective wear and other required safety equipment;

Application for Funding Assistance
Florida Department of Law Enforcement
Edward Byrne Memorial State and Local Law Enforcement Assistance Formula Grant Program

4. Assign properly trained personnel to prepare a comprehensive contamination report on each closed laboratory;
5. Employ qualified disposal contractors to remove all chemicals and associated glassware, equipment, and contaminated materials and wastes from the site(s) of each seized clandestine laboratory;
6. Dispose of the chemicals, equipment, and contaminated materials and wastes removed from the sites of seized laboratories at properly licensed disposal facilities or, when allowable, properly licensed recycling facilities;
7. Monitor the transport, disposal, and recycling components of subparagraphs 5. and 6. immediately above in order to ensure proper compliance;
8. Have in place and implement an inter-agency agreement or other form of commitment with a responsible State environmental agency that provides for that agency's (i) timely evaluation of the environmental conditions at and around the site of a closed clandestine laboratory and (ii) coordination with the responsible party, property owner, or others to ensure that any residual contamination is remediated, if necessary, and in accordance with existing State and Federal requirements; and
9. Included among the personnel involved in seizing of clandestine methamphetamine laboratories, or have immediate access to, qualified personnel who can respond to the potential health needs of any offender(s)' children or other children present or living at the seized laboratory site. Response actions should include, at a minimum and as necessary, taking children into protective custody, immediately testing them for methamphetamine toxicity, and arranging for any necessary follow-up medical tests, examinations or health care.

Application for Funding Assistance
Florida Department of Law Enforcement
Edward Byrne Memorial State and Local Law Enforcement Assistance Formula Grant Program

H. Signature Page

In witness whereof, the parties affirm they each have read and agree to the conditions set forth in this agreement, have read and understand the agreement in its entirety and have executed this agreement by their duly authorized officers on the date, month and year set out below.

**Corrections on this page, including
Strikeovers, whiteout, etc. are not acceptable.**

**State of Florida
Department of Law Enforcement
Office of Criminal Justice Grants**

Signature: _____

Typed Name and Title: Clayton H. Wilder, Community Program Administrator

Date: _____

**Subgrant Recipient
Authorizing Official of Governmental Unit
(Commission Chairman, Mayor, or Designated Representative)**

Typed Name of Subgrant Recipient: Michael D. Brown

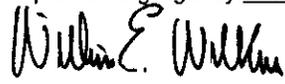
Signature: 

Typed Name and Title: Michael D. Brown, Mayor

Date: May 1, 2002.

**Implementing Agency
Official, Administrator or Designated Representative**

Typed Name of Implementing Agency: City of Riviera Beach Civil Drug

Signature: 

Typed Name and Title: William E. Wilkins, City Manager

Date: May 1, 2002

**APPENDIX IV – CERTIFICATION OF COMPLIANCE WITH
EQUAL EMPLOYMENT OPPORTUNITY (EEO) PROGRAM REQUIREMENTS**

Florida Department of Law Enforcement
Edward Byrne Memorial State and Local Law Enforcement Assistance Formula Grant Program

CRIMINAL JUSTICE AGENCY CERTIFICATION

I, the undersigned authorized official, certify that according to Section 501 of the Omnibus Crime Control and Safe Streets Act of 1968 as amended, that this Criminal Justice Agency . . . (Select one of the following):

_____ Meets Act Criteria

_____ Does not meet Act Criteria

I affirm that I have read the Act criteria set forth in the Subgrant Application Instructions. I understand that if the Implementing Agency meets these criteria, it must formulate, implement and maintain a written EEO Plan relating to employment practices affecting minority persons and women. I also affirm that the Implementing Agency . . . (Select one of the following):

_____ Has a Current EEO Plan

_____ Does Not Have a Current EEO Plan

I further affirm that if the Implementing Agency *meets* the Act criteria and does not have a current written EEO Plan, federal law requires it to formulate, implement, and maintain such a Plan within 120 days after a subgrant application for federal assistance is approved or face loss of federal funds.

Signature of Criminal Justice Agency Authorized Official

Type Name: _____

Name of Subgrant Recipient: _____

Name of Criminal Justice Agency: _____

Title: _____

Date: _____

ASSISTANT DRUG COURT COORDINATOR

DESCRIPTION:

Under the supervision of the program Director, this position involves developing information through personal/office visits, correspondence and telephone communication relative to the Social, Economic; Psychological and family background; provides access to referral agencies; schedules individual/group counseling sessions.

ILLUSTRATIVE DUTIES:

- prepares detailed comprehensive reports as required by program director
- provides continuing support service linkages to Court clients
- make necessary community social agency referrals
- 30 day status check on each client
- performs related work as required

KNOWLEDGE SKILLS AND ABILITY:

- Requires knowledge of local social service agencies and resources
- Requires knowledge of the Judicial System, its process and procedure
- Requires knowledge of contemporary dynamics of family life and related problematic areas
- Requires ability to maintain an objective viewpoint and exercise mature Judgment in a highly emotional situation
- Ability to analyze large amounts of information and prepare
- Detailed comprehensive reports
- Ability to establish and maintain effective relationships

MINIMUM QUALIFICATIONS:

Bachelor's Degree in Sociology, Social Work or related field. Equivalencies: unrelated Bachelor's Degree or related Associate's Degree and five (5) years of experience: high school/equivalent and ten (10) years of experience.

DATA TECHNICIAN

DESCRIPTION:

Under the supervision of the program Director, this position involves inputting individual information through home, office interviews, provides progress notes and Discharge Summaries, inputs and tracks data, manages (ASI) system and generates relevant reports.

ILLUSTRATIVE DUTIES:

- Prepares detailed comprehensive reports as required by program Director
- Track all clients progress
- Comprise data using ASI software
- Provide statistics for relevant reports
- Provide an evaluation package for individuals needs

KNOWLEDGE SKILLS AND ABILITY:

- Requires knowledge of the (ASI) software
- Requires knowledge in substance abuse
- Requires knowledge of contemporary dynamics of family life and related problematic areas
- Ability to maintain an objective viewpoint and exercise mature judgment in a highly emotional situation
- Ability to comprise large amounts of information and prepare detailed comprehensive reports

MINIMUM QUALIFICATIONS:

Bachelor's Degree in Sociology, Social Work or related field including one (1) year experience in word processing, spreadsheets and electronic calendaring. Equivalencies: unrelated Bachelor's Degree or related Associate's Degree and five (5) years of experience; high school/equivalent and seven (7) years of experience.

RESOLUTION NO. 75-02

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF RIVIERA BEACH, PALM BEACH COUNTY, FLORIDA, AUTHORIZING THE CITY MANAGER THROUGH THE CIVIL DRUG COURT TO APPLY FOR FUNDING THROUGH THE DRUG CONTROL & SYSTEM IMPROVEMENT FORMULA GRANT PROGRAM (BYRNE GRANT) IN THE AMOUNT OF \$116,620 FROM THE BOARD OF COUNTY COMMISSIONERS AND THE CRIMINAL JUSTICE COMMISSION ACTING AS THE SUBSTANCE ABUSE ADVISORY BOARD FOR FY 2002 – 2003 AND AUTHORIZING THE CITY COUNCIL TO PROVIDE A 25% MATCH REQUIREMENT IN THE AMOUNT OF \$29,155; AND PROVIDING AN EFFECTIVE DATE.

WHEREAS, the City Council supports the Civil Drug Court program; and

WHEREAS, the City Council has demonstrated its support of Civil Drug Court programs through funding the departmental programs; and

WHEREAS, the Civil Drug Court was established to provide court ordered rehabilitation and substance abuse intervention; and

WHEREAS, the grant funding is available through the Palm Beach County Board of County Commissioners and the Criminal Justice Commission acting as the substance abuse advisory board; and

WHEREAS, the Riviera Beach Civil Drug Court is willing and capable of facilitating the program that will be created once the grant is approved; and

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

SECTION 1: That the City Council authorizes the Civil Drug Court to apply for funding through the Drug Control & System Improvement Formula Grant (Byrne Grant) in the amount of \$116,620. Twenty five percent (25%) of which will have to be matched by the City.

SECTION 2: That the City Council authorizes a 25% match of \$29,155 should the grant be awarded to the City.

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

The remaining page is left blank intentionally.

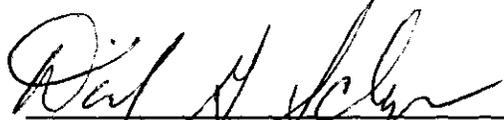
PASSED AND APPROVED THIS 1st day of May, 2002.

APPROVED:

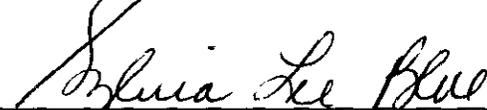


MICHAEL D. BROWN, MAYOR

(MUNICIPAL SEAL)



DAVID G. SCHNYER, CHAIRPERSON



SYLVIA LEE BLUE, PRO-TEM



DONALD R. WILSON



ELIZABETH K. WADE

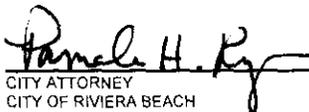
ATTEST: 

CARRIE E. WARD, CMC/AE
CITY CLERK

EDWARD RODGERS
COUNCIL MEMBERS

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

REVIEWED AS TO LEGAL SUFFICIENCY



PAMELA H. RYAN
CITY ATTORNEY
CITY OF RIVIERA BEACH

DATE: 4/23/02

RESOLUTION NO. 76-02

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF RIVIERA BEACH, PALM BEACH COUNTY, FLORIDA, AUTHORIZING THE MAYOR AND CITY CLERK TO EXECUTE A UTILITY EASEMENT BETWEEN THE CITY OF RIVIERA BEACH AND PALM BEACH COUNTY GRANTING A NON-EXCLUSIVE UTILITY EASEMENT AS DEPICTED IN EXHIBIT A ATTACHED; AND PROVIDING AN EFFECTIVE DATE.

WHEREAS, the City of Riviera Beach has been in negotiation with Palm Beach County for the last two years with reference to service delivery issues at Peanut Island; and

WHEREAS, the City and the County will address the service delivery issues at a later time through the approval of an Interlocal Agreement; and

WHEREAS, the City wishes to grant the County a utility easement to facilitate the installation of water lines to service Peanut Island.

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

SECTION 1. The Mayor and City Clerk are hereby authorized to execute a Utility Easement by and between Palm Beach County and the City of Riviera Beach to facilitate the installation of water lines to service Peanut Island.

SECTION 2. A copy of the Utility Easement and the legal description (Exhibit A) are attached hereto and made a part of this resolution.

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

PASSED and APPROVED this 1st day of May 2002.

APPROVED:

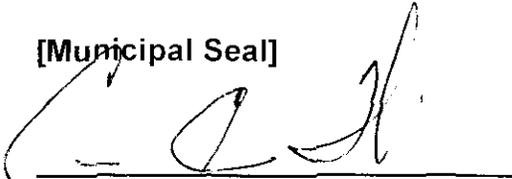


Michael D. Brown
MAYOR



David G. Schnyer
CHAIRPERSON

[Municipal Seal]



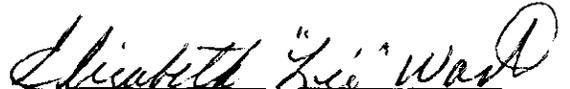
Carrie E. Ward, CMC/AE
CITY CLERK



Sylvia L. Blue
CHAIRPERSON PRO TEM



Donald R. Wilson



Elizabeth "Liz" Wade

Edward Rodgers
COUNCIL MEMBERS

Motioned by: S. Blue

Seconded by: D. Wilson

D. Schnyer aye

S. Blue aye

D. Wilson aye

E. Wade aye

E. Rodgers aye

Approved for legal sufficiency:

By: 

Pamala H. Ryan
City Attorney

Date: 5/1/02

UTILITY EASEMENT

THIS INDENTURE, made this 10th day of April, 2002, by and between the CITY OF RIVERA BEACH, whose mailing address is 600 W. Blue Heron Blvd., Rivera Beach, FL 33404 (hereinafter referred to as "Grantor"), and PALM BEACH COUNTY, a political subdivision of the State of Florida, whose address in 301 North Olive Street, West Palm Beach, FL 33401 (hereinafter referred to as "Grantee").

WITNESSETH:

The Grantor, for and in consideration of TEN AND NO/100 DOLLARS (10.00) in hand and paid by the Grantee and other good and valuable consideration, the receipt of which is hereby acknowledged, does hereby grant unto the Grantee, its successors and assigns, a perpetual non-exclusive utility easement upon the real property legally described in Exhibit "A" attached hereto (the "Easement Premises"). This easement is granted for the purpose of installing, operating, maintaining, servicing, constructing, reconstructing, removing, relocating, repairing, replacing, improving, expanding, tying into and inspecting water lines and appurtenant facilities and equipment (the "Improvements") in, on, over, under and across the easement premises.

The easement granted hereby is expressly made subject to the following conditions:

1. Grantee shall have the right to install, operate, maintain, service, construct, reconstruct, remove, relocate, repair, replace, improve, expand, tie into, and inspect water lines and appurtenant facilities and equipment, in, on, over, under and across the easement premises.
2. During any period of activity by Grantee, in, on, over, under or across the easement premises, Grantee shall cause any structure, material or thing placed or stored on the easement to be removed within three (3) days of completion of such activity and Grantee shall restore the easement to the same or better condition as existed prior to Grantee's use as permitted herein.
3. Grantee shall not cause or permit any contaminated or hazardous material to be deposited in, on, over, under or across the easement premises.



4. Grantee shall transfer ownership to the Grantor all water distribution infrastructure improvements on the Grantor's side of the water meter within thirty (30) days of the completion of construction. The easement granted herein shall revert to the Grantor thirty (30) days after ownership of the water distribution infrastructure improvements has been transferred to Grantor.

5. Grantee acknowledges and understands that Grantor and the City of Rivera Beach Community Redevelopment Agency (RBCRA) are in the planning stage of a major redevelopment undertaking, which encompasses the easement premises. In the event that the Grantor requests or requires the relocation of the Grantee's water line and/or appurtenant facilities to accommodate the redevelopment efforts, Grantee will allow its facilities to be relocated within this easement or another easement under the same terms and conditions as this easement, at Grantor's sole cost. In the event that Grantee requires or requests a relocation of the facilities, such relocation shall be at Grantee's sole cost.

6. Grantee hereby agrees to indemnify, defend and hold harmless the Grantor, its officers, agents and employees, to the extent permitted by law, from any claim, loss, damage, cost, charge, or expense arising out of the performance of the activity permitted by this agreement whether caused by Grantee, its agents, employees, subcontractors or assigns. This provision shall survive any termination of this utility easement agreement.

7. Grantee may not assign or transfer this Easement, in any manner whatsoever, without the prior written consent of Grantor.

this portion of page intentionally left blank

IN WITNESS WHEREOF, Grantor has caused this Utility Easement to be executed as of the day and year first above written.

WITNESS:

GRANTOR:
CITY OF RIVERA BEACH

Signature "As to Grantor"

By: *Michael E. Brown*
Michael E. Brown, Mayor

Print Name

ATTEST:

Signature "As to Grantor"

By: *Claudene L. Robinson*
~~Carrie E. Ward, City Clerk CMC/AAE~~
CLAUDENE L. ROBINSON,
DEPUTY CITY CLERK

Print Name

STATE OF FLORIDA
COUNTY OF PALM BEACH

The foregoing instrument was acknowledged before me this 22nd day of May, 2002, by Michael E. Brown and Claudene L. Robinson, named as GRANTOR in the following instrument, and he/she they acknowledge executing same freely and voluntary.

SEAL



Queenesther T Bell
My Commission DD085280
Expires January 23, 2005

Queenesther T. Bell
Notary Public
State of Florida at Large

Personally known or
 Produced identification
Type of identification produced _____

PARCEL DESCRIPTION

A 20 FOOT EASEMENT LOCATED IN SECTION 33, TOWNSHIP 42 SOUTH, RANGE 43 EAST, PALM BEACH COUNTY, FLORIDA AND BEING A PORTION OF LOT ONE, BLOCK TEN OF THE PLAT OF INLET GROVE; AS FILED IN PLAT BOOK 8, PAGE 14, IN THE OFFICE OF THE CLERK OF THE CIRCUIT COURT, PALM BEACH COUNTY, FLORIDA AND ALSO RECORDED IN OFFICIAL RECORD BOOK 2404, PAGE 743 OF SAID COUNTY RECORDS OF PALM BEACH COUNTY, FLORIDA AND BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:

THE NORTHERLY 20 FEET OF LOT 1, BLOCK 10 OF THE SAID PLAT OF "INLET GROVE" AS FILED IN THE OFFICE OF THE CLERK OF THE CIRCUIT COURT, PALM BEACH COUNTY, FLORIDA.

CONTAINING 5000 SQUARE FEET, MORE OR LESS

THE DESCRIPTION SKETCH AND THE DESCRIPTION TEXT COMPRISE THE COMPLETE LEGAL DESCRIPTION.

THE LEGAL DESCRIPTION IS NOT VALID UNLESS BOTH ACCOMPANY EACH OTHER.

REPRODUCTIONS OF THE DOCUMENT ARE NOT VALID WITHOUT THE ORIGINAL SIGNATURE AND THE ORIGINAL RAISED SEAL OF THE FLORIDA LICENSED SURVEYOR AND MAPPER NOTED BELOW.

Anthony St. C. Brown

ANTHONY ST. C. BROWN
PROFESSIONAL LAND SURVEYOR
STATE OF FLORIDA No. 4977
DATE: 8/30/01

00-067-utility-easement.dwg 5-10-01 11:40:39 pm EST



BROWN & PHILLIPS, INC.

PROFESSIONAL SURVEYING SERVICES
CERTIFICATE OF AUTHORIZATION # LB 6473
3970 RCA BOULEVARD, SUITE 7005, P.B.G. FLORIDA 33410
(561) 775-9337, (561) 626-7866 FAX

LEGAL DESCRIPTION

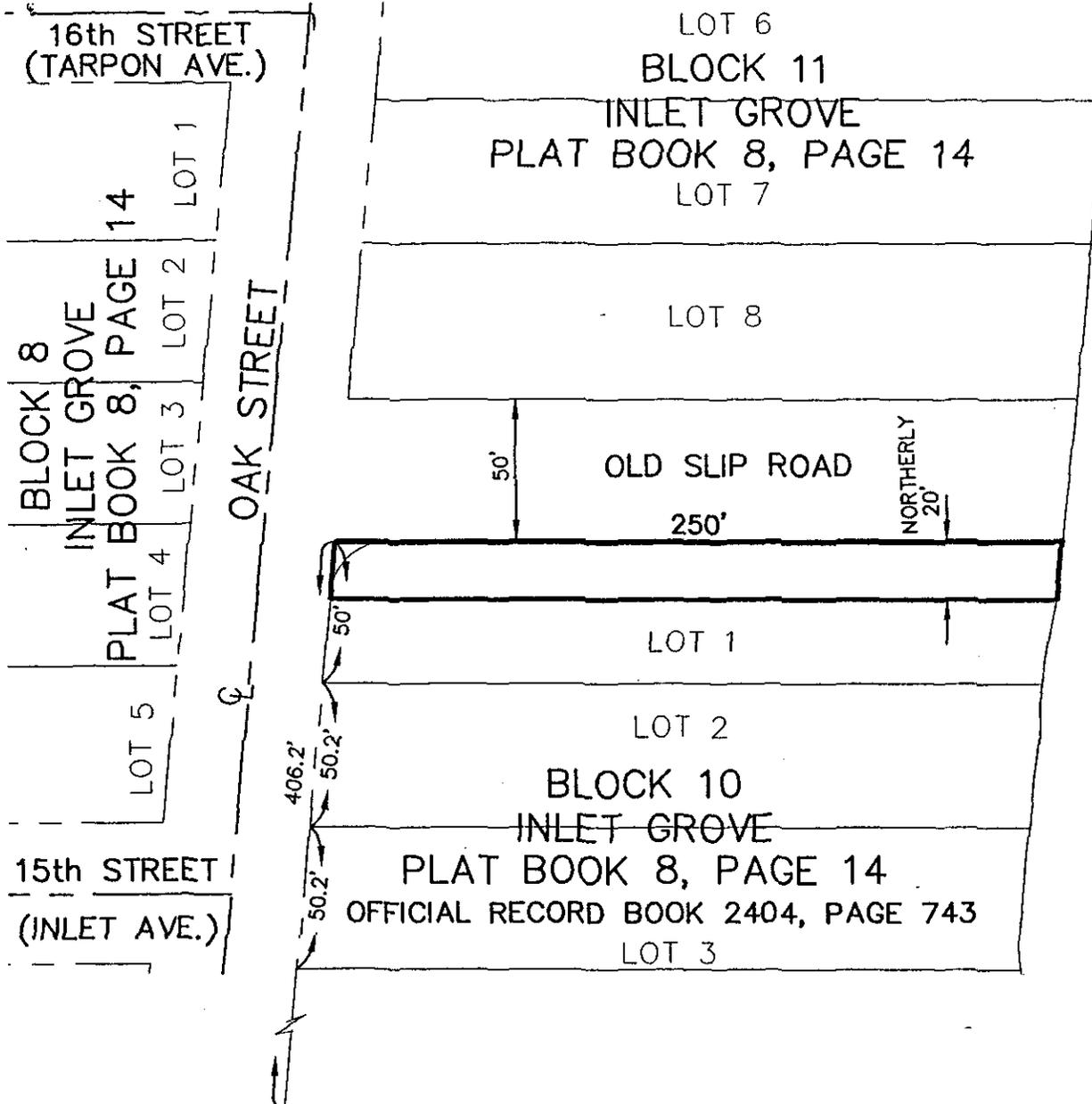
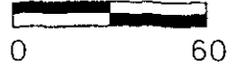
DRAWN: JAO	PROJ. No. 00-067
CHECKED: TB	SCALE: NONE
FIELD BOOK: NONE	DATE: MAY, 2001
PAGES: NONE	SHEET 1 OF 2

ABBREVIATIONS

CL - CENTERLINE

N

SCALE: 1"=60'



LAKE WORTH

THIS SKETCH IS NOT A SURVEY



BROWN & PHILLIPS, INC.

PROFESSIONAL SURVEYING SERVICES

CERTIFICATE OF AUTHORIZATION # LB 6473

3970 RCA BOULEVARD, SUITE 7005, P.B.G. FLORIDA 33410
 (561) 775-9337, (561) 626-7866 FAX

SKETCH TO ACCOMPANY DESCRIPTION

DRAWN: JAO	PROJ. No. 00-067
CHECKED: TB	SCALE: 1"=60'
FIELD BOOK: NONE	DATE: MAY, 2001
PAGES: NONE	SHEET 2 OF 2

RESOLUTION NO. 77-02

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 ON BEHALF OF THE CITY OF RIVIERA BEACH WITH PALM BEACH COUNTY RESOURCE CENTER TO PROVIDE PROFESSIONAL, MANAGERIAL AND TECHNICAL ASSISTANCE SERVICES TO SMALL BUSINESS OWNERS IN THE CITY OF RIVIERA BEACH, AND PROVIDING AN EFFECTIVE DATE.

WHEREAS, the Palm Beach County Resource Center provides professional, managerial and technical assistance to small business owners in the City of Riviera Beach; and

WHEREAS, Palm Beach County Resource Center provides assistance in all aspects of business planning, compilation of loan/bonding packages, matching firms with opportunities, and procurement assistance; and

WHEREAS, the City desires to enter into an agreement with Palm Beach County Resource Center to provide these professional services at a cost not to exceed \$15,000.00.

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

SECTION 1. The Mayor and City Clerk are hereby authorized to execute an Agreement on behalf of the City of Riviera Beach with Palm Beach County Resource Center to provide professional, managerial and technical assistance to small business owners in the City of Riviera Beach.

SECTION 2. The Finance Director is authorized to make payment for same from "Aid to Private Organizations", Account No. 001-0203-5190-8200.

SECTION 3. A copy of the Agreement is attached hereto and made a part of this resolution.

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

PASSED and APPROVED this 1st day of May 2002.

RESOLUTION NO. 77-02

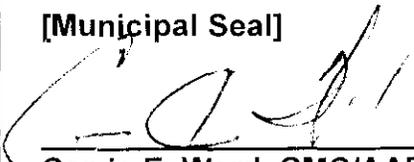
-2-

APPROVED:



Michael D. Brown
MAYOR

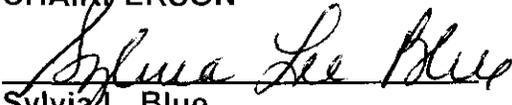
[Municipal Seal]



Carrie E. Ward, CMC/AAE
CITY CLERK



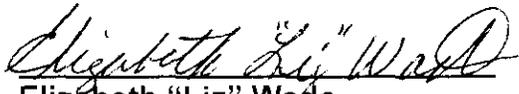
David G. Schnyer
CHAIRPERSON



Sylvia L. Blue
CHAIRPERSON PRO TEM



Donald R. Wilson



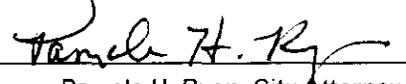
Elizabeth "Liz" Wade

Edward Rodgers
COUNCIL MEMBERS

Motioned by: D. Wilson
Seconded by: E. Wade

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

Approved as to legal sufficiency:

By: 

Pamala H. Ryan, City Attorney

Date: 5/2/02

(W.E. Ward, 047.302)

CONTRACT FOR CONSULTING/PROFESSIONAL SERVICES

This Contract is made as of the 01 day of May, 2002, by and between the City of Riviera Beach, Palm Beach County, Florida a Political Subdivision of the State of Florida, by and through its City Council, hereinafter referred to as the CITY, and Palm Beach County Resource Center, Inc.

[] an individual, [] a partnership, [] a corporation authorized to do business in the State of Florida, hereinafter referred to as the CONSULTANT, whose Federal I.D. or Social Security number is 65-0880746.

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

ARTICLE 1 - SERVICES

The CONSULTANT'S responsibility under this Contract is to provide professional/consultation services in the area of Management & Technical Assistance to Small and Disadvantaged Business, as more specifically set forth in the Scope of Work detailed in Attachment "I".

The CITY'S representative/liaison during the performance of this Contract shall be William E. Wilkins, City Manager, telephone number (561) 845-4010.

ARTICLE 2 - SCHEDULE

The CONSULTANT shall commence services on October 1, 2001 and complete all services by September 30, 2002.

Reports and other items shall be delivered or completed in accordance with the detailed schedule set forth in Attachment "V".

ARTICLE 3 - PAYMENTS TO CONSULTANT

- A. Generally - The CITY agrees to compensate the CONSULTANT with funds in the amount of Fifteen Thousand Dollars (\$15,000) as outlined in the budget proposal set forth in Attachment "II" attached hereto and incorporated by reference herein. The total and cumulative amount of this contract shall not exceed the \$15,000 of funds annually budgeted for these services. Reimbursable expenses, as identified in said fee proposal, incurred during the course of the performance of this contract, including, but not limited to, out-of-pocket expenses for express mail, computerized research, word processing charges, long distance telephone, postage and photocopying shall be itemized and invoiced separately. The CITY shall not reimburse the CONSULTANT for any travel costs incurred as a direct result of the CONSULTANTS providing deliverables to the CITY in

pursuance of the scope of work contained in Attachment "T", attached hereto and made part hereof.

- B. Invoices received from the CONSULTANT pursuant to this Contract will be reviewed and approved by the CITY'S representative, indicating that services have been rendered in conformity with the Contract and then will be sent to the Finance Department for payment. Invoices will normally be paid within thirty (30) days following the CITY representative's approval.
- C. All requests for payment of expenses eligible for reimbursement under the terms of this Agreement shall include copies of said receipts, invoices, or other documentation acceptable to the City of Riviera Beach Finance Department. Such documentation shall be sufficient to establish that the expense was actually incurred and necessary in the performance of the scope of work described in this Agreement. Long distance telephone calls shall identify the person(s) called, purpose of call, time, and costs. Mileage charges shall identify the destination, number of miles, rate, and purpose of travel. Duplication charges shall describe the documents, purpose of duplicating, and rate charged. Any travel, per diem, mileage, meals, or lodging expenses, which may be reimbursable under the terms of this Agreement, will be paid in accordance with the rates and conditions set forth in Section 112.061, Florida Statutes.
- D. Final Invoice: In order for both parties herein to close their books and records, the CONSULTANT will clearly state "final invoice" on the CONSULTANT'S final/last billing to the CITY. This certifies that all services have been properly performed and all charges and costs have been invoiced to the City of Riviera Beach. Since this account will thereupon be closed, any and other further charges if not properly included in this final invoice are waived by the CONSULTANT.

ARTICLE 4 - TRUTH-IN NEGOTIATION CERTIFICATE

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

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

ARTICLE 5 - TERMINATION

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

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

ARTICLE 6 - PERSONNEL

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

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

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

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

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

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

ARTICLE 7 - SUBCONTRACTING

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

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

ARTICLE 8 - M/WBE PARTICIPATION

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

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

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

The CONSULTANT 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 CONSULTANT 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 Tax. The CITY will sign an exemption certificate submitted by the CONSULTANT. The CONSULTANT shall not be exempted from paying sales tax to its suppliers for materials used to fill

contractual obligations with the CITY, nor is the CONSULTANT authorized to use the CITY'S Tax Exemption Number in securing such materials.

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

ARTICLE 10 - AVAILABILITY OF FUNDS

The CITY'S performance and obligation to pay under this contract is contingent upon an annual appropriation for its purpose by the City of Riviera Beach City Council.

ARTICLE 11 - INSURANCE

- A. Prior to execution of this Contract by the CITY the CONSULTANT shall provide certificates evidencing insurance coverage as required hereunder. All insurance policies shall be issued by companies authorized to do business under the laws of the State of Florida. The Certificates shall clearly indicate that the CONSULTANT has obtained insurance of the type, amount, and classification as required for strict compliance with the ARTICLE and that no material change or cancellation of the insurance shall be effective without thirty (30) days prior written notice to the CITY'S representative. Compliance with the foregoing requirements shall not relieve the CONSULTANT of its liability and obligations under this Contract.
- B. The CONSULTANT shall maintain during the term of this Contract, standard Professional Liability Insurance in the minimum amount of \$1,000,000 per occurrence.
- C. The CONSULTANT 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 CONSULTANT 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 CONSULTANT or by anyone directly employed by or contracting with the CONSULTANT.
- D. The CONSULTANT 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 CONSULTANT 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

CONSULTANT or by anyone directly or indirectly employed by the CONSULTANT.

- E. The CONSULTANT shall maintain during the life of this Contract, adequate Worker's Compensation Insurance and Employer's Liability Insurance in at least such amounts as are required by law for all of its employees per Florida Statute 440.02.
- F. All insurance, other than Professional Liability and Worker's Compensation, to be maintained by the CONSULTANT shall specifically include the CITY as an Additional Insured".

ARTICLE 12 - INDEMNIFICATION

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

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

ARTICLE 13 - SUCCESSORS AND ASSIGNS

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

ARTICLE 14 - VENUE

This Contract and any dispute, disagreement, or issue of construction or interpretation arising hereunder whether relating to its execution, its validity, the obligations provided therein, performance or breach shall be governed and interpreted according to laws of the

State of Florida. Any and all legal action necessary to enforce the contract will be held in Palm Beach County.

ARTICLE 15 - REMEDIES

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

ARTICLE 16 - CONFLICT OF INTEREST

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

The CONSULTANT shall promptly notify the CITY'S representative, in writing, by certified mail, of all potential conflicts of interest for any prospective business association, interest or other circumstance which may influence or appear to influence the CONSULTANT'S judgment or quality of services being provided hereunder. Such written notification shall identify the prospective business association, interest or circumstance, the nature of work that the CONSULTANT may undertake and request an opinion of the CITY as to whether the association, interest or circumstance would, in the opinion of the CITY, constitute a conflict of interest if entered into by the CONSULTANT. The CITY agrees to notify the CONSULTANT of its opinion by certified mail within thirty (30) days of receipt of notification by the CONSULTANT. If, in the opinion of the CITY, the prospective business association, interest or circumstance would not constitute a conflict of interest by the CONSULTANT, the CITY shall so state in the notification and the CONSULTANT shall, at its option, enter into said association, interest or circumstance and it shall be deemed not in conflict of interest with respect to services provided to the CITY by the CONSULTANT under the terms of this Contract.

ARTICLE 17 - DELAYS AND EXTENSION OF TIME

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

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

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

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

ARTICLE 18 - ARREARS

The CONSULTANT shall not pledge the CITY'S credit or make it a guarantor of payment or surety for any contract, debt, obligation, judgment, lien, or any form of indebtedness. The CONSULTANT further warrants and represents that 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 CONSULTANT shall deliver to the CITY'S representative for approval and acceptance, and before being eligible for final payment of any amounts due, all documents and materials prepared by and for the CITY under this Contract.

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

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

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

ARTICLE 20 - INDEPENDENT CONTRACTOR RELATIONSHIP

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

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

ARTICLE 21 - CONTINGENT FEES

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

ARTICLE 22 - ACCESS AND AUDITS

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

ARTICLE 23 - NONDISCRIMINATION

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

ARTICLE 24 - ENFORCEMENT COSTS

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

ARTICLE 25 - AUTHORITY TO PRACTICE

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

ARTICLE 26 - SEVERABILITY

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

ARTICLE 27 - PUBLIC ENTITY CRIMES

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

ARTICLE 28 - MODIFICATIONS OF WORK

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

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

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

ARTICLE 29 - NOTICE

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

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

and if sent to the CONSULTANT shall be mailed to:

P.B.C.R.C
2001 Broadway, Suite 250
Riviera Beach, FL 33404

ARTICLE 30 - ENTIRETY OF CONTRACTUAL AGREEMENT

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

ARTICLE 31 - PROTECTION OF WORK AND PROPERTY

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

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

ARTICLE 32 – GENERAL

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

THE REMAINDER OF THIS PAGE INTENTIONALLY LEFT BLANK

AGREEMENT WITH THE CITY OF RIVIERA BEACH

IN WITNESS WHEREOF, the Parties unto this Agreement have set their hands and seals on the day and date first written above.

CITY OF RIVIERA BEACH

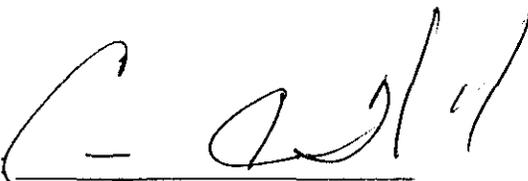
PALM BEACH COUNTY
RESOURCE CENTER, INC.

BY: 
MICHAEL D. BROWN
MAYOR

BY: 
PAUL SKYERS
EXECUTIVE DIRECTOR
APPROVED AS TO TERMS
AND CONDITIONS

ATTEST:
(SEAL)

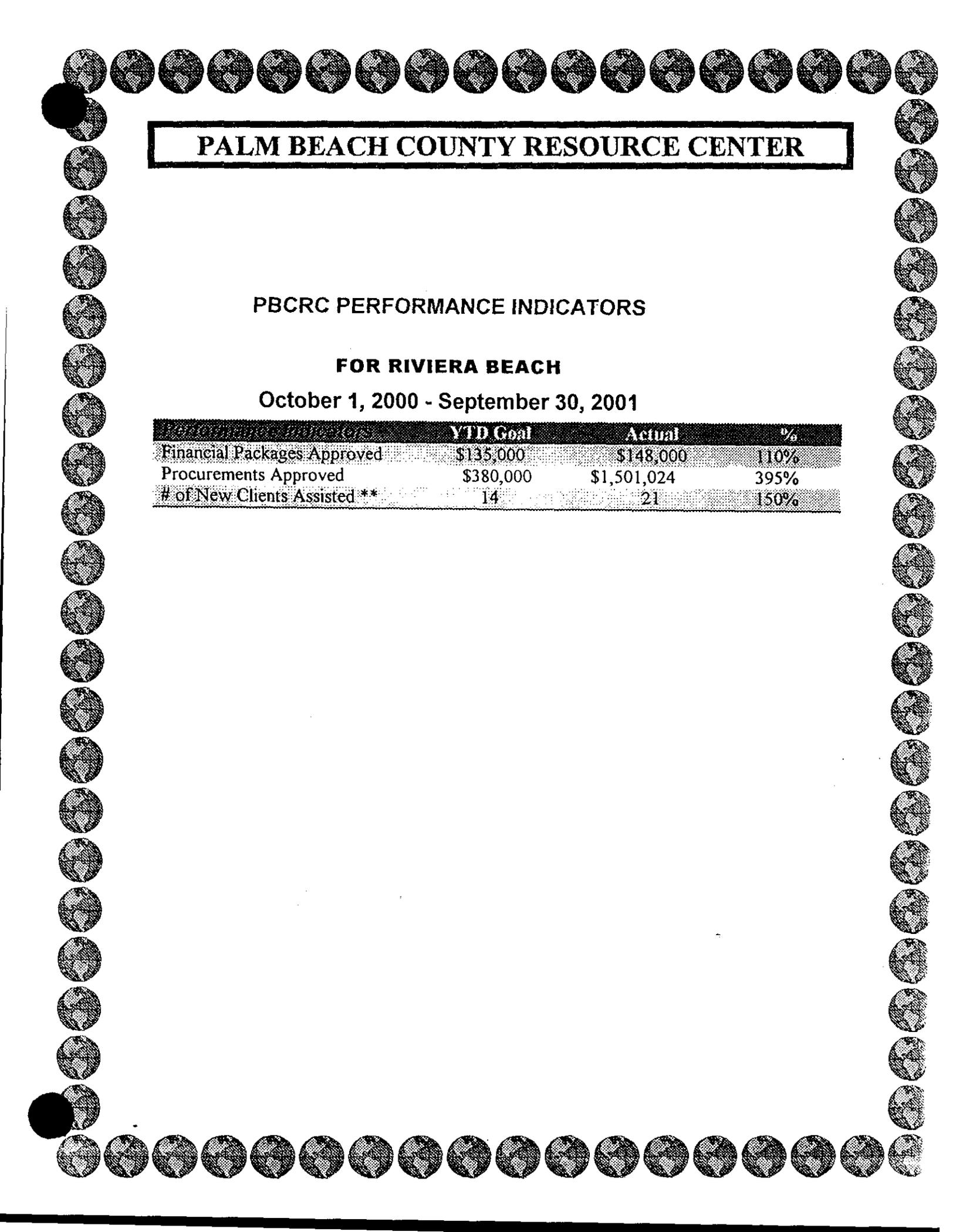
APPROVED AS TO FORM
AND LEGAL SUFFICIENCY

BY: 
CARRIE E. WARD, CITY CLERK

BY: 
CITY ATTORNEY

DATE: 5/02/02

DATE: 5/1/02



PALM BEACH COUNTY RESOURCE CENTER

PBCRC PERFORMANCE INDICATORS

FOR RIVIERA BEACH

October 1, 2000 - September 30, 2001

<i>Performance Indicators</i>	YTD Goal	Actual	%
Financial Packages Approved	\$135,000	\$148,000	110%
Procurements Approved	\$380,000	\$1,501,024	395%
# of New Clients Assisted **	14	21	150%

PALM BEACH COUNTY RESOURCE CENTER
Client Activity Summary For City of Riviera Beach
October 1, 2000 - September 30, 2001

Name	Address	Dates of Service	Description of Services	Outcome
1. Ester S. Sherman Enterprising Paradigms	P.O. Box 10913 Riviera Beach, FL	10/00	Incorporation Package and Annual Dodge Reports	Incorporation Completed
2. John Haliburton Srvcs by Haliburton	800 West 5 th Street Riviera Bch, FL 33404	10/00	Annual Dodge Reports and Marketing Assistance - Researched General Contractors from online Dodge Reports	Increased Market Awareness
3. Bridget Jackson Jazzis Beauty Salon	1604 Broadway. Riviera Beach, FL 33404	10/00	Loan consultation,	Credit Repair in Process
4. Richard Ward Abaco Paving	1588 17th Street Riviera Beach, FL 33404	11/00	Bidding assistance-RFP -2001-11 Marty Fladell Drive Project	Contract Secured \$ 60,000
5. Ralph Davis Agabus, Inc.	470 W. 36 th Street. Riviera Bch., FL 33404	11/00	Loan Package Completed and Submitted	Loan Secured - \$30,000
6. Clarence Grant Clarence Grant Trucking and Sod	1621 N. 25 th Court Riviera Bch., FL 33404	11/00	Marketing Assistance - Annual Dodge Reports	Bids in process
7. Port Printing Company Ernie Garvey	3532 Broadway Riviera Beach, FL 33404	11/00 12/00 06/01	Bidding Assistance- Term Contract- Envelope Printing, Bids- PB Community College	Secured Contracts with PB Community College- \$ 28,513
8. Margaret Huque-Turner Homex Trading Co.	P.O. Box 9982 Riviera Beach, FL 33419	11/00	Marketing Plan Consultation	Marketing Strategy Outlined and Implemented
9. Chris J. Bivins Metro Express	1330 W. 1 st Street Riviera Bch, FL 33404	11/00	Incorporation Consultation	Incorporation Completed.
10. Nathaniel Boatwright San Mari	390 W. 33 rd Street Riviera Bch, FL 33404	11/00	Loan Package Submitted & Approved Marketing Assistance	Loan Secured -\$118,000 Organized Marketing Event - Open House
11. Osmond Clarke O.C. Trucking	2327 N.E. E. Avenue Riviera Beach, FL 33404	11/00	Bidding Assistance - 01-045/TS Haul Fill Dirt and Deliver to Water Utilities	Contract Secured \$78,000
12. Bonzie King B. K. Electric	1521 ^W Blue Heron Blvd. Riviera Bch, FL 33404	11/00	Bidding Assistance Aquatics Facility City of Riviera Beach	Bid submitted

ATTACHMENT I

PROPOSED SCOPE OF SERVICES for City of Riviera Beach Businesses

The PBCRC shall provide management and technical assistance to referrals from the City of Riviera Beach. PBCRC's services shall include but not be limited to technical assistance on all aspects of business planning, compilation of loan/bonding packages, matching firms with opportunities, and procurement assistance. Services may also include workshops and seminars.

Business Planning – under this service area, the PBCRC will consult with the City's referrals in an effort to complete a business plan for that individual's existing (or proposed) business. For some clients, the PBCRC's role may take the form of a mentor - in the instances where the client has the ability and the desire to compile his/her own business plan. The PBCRC will also assist in simple incorporations and in the compilation of joint-venture agreements.

Loan/Bonding Packages – pursuant to thorough and prudent determination of a prospective client's viability as an applicant for one or a combination of commercial financial products, the PBCRC will compile a package and submit it to an appropriate financial institution for review. The PBCRC will serve as liaison between the client and the financial institution throughout the entire process.

Matching Firms with Opportunities - the PBCRC will utilize all of its resources and inventory to match qualified Riviera Beach referrals with specific viable businesses, market and/or capital opportunities. This type of activity will be predicated upon a thorough investigation of the Riviera Beach referral's capacity and skill set(s).

Procurement Assistance – the PBCRC will provide assistance in compiling M/WBE and 8A Certification Packages, Estimating & Construction TakeOffs, Bid Preparation, the issuance of "notices-to-owner", weekly access to a listing of region-wide bid opportunities for most disciplines.

Performance Indicators	Goal
Financial Pkgs. Approved	\$135,000
Procurements Approved	\$380,000
# of New Clients Assisted	14

ATTACHMENT II

ACTIVITY BUDGET

Activity Cost Requested	\$15,000		
Inkind Match from PB County		\$	4,800
Office Supplies		\$	800
Pro-rated Ops. Cost Office Equip.		\$	1,000
Postage		\$	350
Promo Material Development Cost		\$	700
One-on-One Counseling		\$	800
Workshops & Seminars		\$	1,350
Financial Packaging Assistance		\$	4,400
Procurement Assistance		\$	5,600
TOTAL	\$15,000	\$	19,800

ATTACHMENT III

Date October 1, 2001

To: William Wilkins, City Manager
City of Riviera Beach
600 W. Blue Heron Blvd.
Riviera Beach, Florida 33404

From: Paul Skyers, Executive Director
Palm Beach County Resource Center, Inc.
2001 Broadway, Suite 301C
Riviera Beach, Florida 33404

Subject: INVOICE REIMBURSEMENT

Attached, you will find Invoice # 101-01, requesting reimbursement in the amount of \$.00 expenditures for this invoice covers the period October 1, 2001 through September 30, 2002. You will also find attached backup, original documentation relating to the expenditures involved.

Approved for Payment

Reimbursement Request History

Invoice #	Amount	Cumulative Total to Date	Remaining Balance
			\$

ATTACHMENT IV

**PALM BEACH COUNTY RESOURCE CENTER, INC.
2001 BROADWAY SUITE 301C
RIVIERA BEACH, FL 33404
(561) 863-0895**

Date: October 1, 2001

Invoice Submitted To:

**William Wilkins, City Manager
City of Riviera Beach
600 W. Blue Heron Blvd.
Riviera Beach, Florida 33404**

Invoice #101-01

Invoice for **October 1, 2001 through September 30, 2002**

Business Planning

\$

(Clients listed individually)

Loan Packages

(Clients listed individually)

Procurement Assistance

(Clients listed individually)

TOTAL BALANCE DUE

RESOLUTION NO. 78-02

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF RIVIERA BEACH, PALM BEACH COUNTY, FLORIDA, APPROVING THE SUBMISSION OF THE GRANT APPLICATION, WHICH IS ESTIMATED IN THE AMOUNT OF \$76,100 TO PARTICIPATE IN THE DEPARTMENT OF EDUCATION SUMMER FOOD SERVICE PROGRAM COMMENCING JUNE 10-AUGUST 9, 2002 AND, AUTHORIZING THE MAYOR AND CITY CLERK TO EXECUTE THE SUMMER FOOD SERVICE PROGRAM FOR CHILDREN AGREEMENT.

WHEREAS, the City of Riviera Beach Recreation Department provides an annual Summer program for up to 600 youths ages 5 to 13; and

WHEREAS, the City is desirous to offer free nutritious meals to all participants of the Summer Camp Program; and

WHEREAS, the Florida Department of Education, Summer Food Service program for Children provides a Grant to subsidize the cost of meals for the program.

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

SECTION 1. That the City Council hereby approves the submission of the Grant Application, which is estimated in the amount of \$76,100 to Participate in the Department of Education Summer Food Service Program to subsidize the cost of meals, served during the operation of the Summer Youth Program.

SECTION 2. That the Mayor and City Clerk execute the Agreement on behalf of the City of Riviera Beach for compliance with the Grant application.

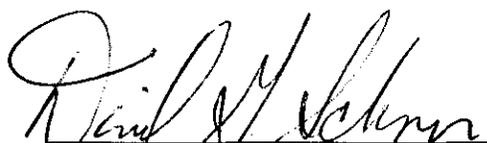
SECTION 3. That this Resolution shall take effect upon its passage and approval by City Council.

PASSED AND APPROVED this 1st day of May 2002.

APPROVED:



MICHAEL D. BROWN
MAYOR



DAVID G. SCHNYER, CHAIRPERSON

RESOLUTION NO. 78-02
PAGE -2-

Sylvia Lee Blue
SYLVIA LEE BLUE, CHAIR PRO-TEM

ATTEST:

Donald R. Wilson
DONALD R. WILSON

Elizabeth "Liz" Wade
ELIZABETH "LIZ" WADE

C. E. Ward
CARRIE E. WARD, CMC/AAE
CITY CLERK

Edward Rodgers
EDWARD RODGERS
COUNCIL MEMBERS

MOTIONED BY: D. Wilson

SECONDED BY: E. Wade

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

REVIEWED AS TO LEGAL SUFFICIENCY

Pamela A. Rogers
CITY ATTORNEY
CITY OF RIVIERA BEACH

DATE: 4/26/02

SUMMER FOOD SERVICE PROGRAM FOR CHILDREN AGREEMENT

INSTRUCTIONS: (1) Return two copies of this agreement with original signatures prior to the beginning of the program to Food and Nutrition Management, Summer Food Service Program, 325 West Gaines Street, Room 1032, Tallahassee, Florida 32399-0400. (2) When the agreement is approved, one copy will be returned to the Sponsor.

In order to effectuate the purposes of the Summer Food Service Program for Children, the Florida Department of Education (hereinafter referred to as the "Department") and the sponsor whose name and address appear on the Application for Participation (SFSP-F1) (hereinafter referred to as the "Sponsor") acting in behalf of each site listed on the Site Information Sheet, (SFSP-F2), covenant and agree as follows.

A. The DEPARTMENT AGREES TO THE extent of funds available from USDA, it shall reimburse the sponsor in accordance with applicable requirements and regulations of the Summer Food Service Program for Children, and any amendments thereto.

1. In connection with meals served to children only at approved sites during any fiscal year for sponsors approved to operate the Summer Food Service Program.
2. The amount of operational reimbursement for meals shall not exceed the lesser of:
 - (a) An amount equal to the total number of meals, by types, multiplied by the rates assigned by the Department; or
 - (b) Actual operating costs incurred by the sponsor.
3. The amount of administrative reimbursement for meals shall not exceed the lesser of:
 - (a) An amount equal to the total number of meals, by types, multiplied by the rates assigned by the Department;
 - (b) Actual administrative costs incurred by the sponsor; or
 - (c) An amount estimated in the sponsor's approved administrative budget.
4. Program income accruing to a sponsor's program shall be deducted from either operating or administrative costs, whichever is applicable, before a comparison is made with the maximum rates and the administrative budget.

B. The SPONSOR, being the authority for supervision and control over the program warrants that, it accepts final financial and administrative responsibility for the program and that it will:

1. Operate a nonprofit food service for children on school vacation during the months of May through September or during the months of May through September and at some other time or times during the year for children on school vacation under a continuous school calendar system;
2. For school food authorities, offer meals which meet the requirements and provisions set forth in 7 CFR 225 during times designated as the meal service periods by the sponsor, and serve the same meals to all children; for all other sponsors, serve meals which meet the requirements and provisions set forth in 7 CFR 225 during times designated as the meal service periods by the sponsor, and serve the same meal to all children;
3. Serve meals without cost to all children, except that camps may charge for meals served to children who are not eligible for free or reduced price school meals;
4. Issue a free meal policy statement in accordance with 7 CFR 225;
5. Meet the training requirements for its administrative and site personnel, as required under 7 CFR 225;
6. Claim reimbursement only for the type or types of meals specified in the agreement and served to children at approved sites during the approved meal service period; except that camps shall claim reimbursement only for the type or types of meals specified in the agreement and served without charge to children who meet the Program's income standards;

7. Submit claims for reimbursement on a form provided by the Department in accordance with procedures established by the Department;

8. Maintain, in the storage, preparation, and service of food, proper sanitation and health standards in conformance with all applicable state and local laws and regulations;

9. Accept and use, in as large quantities as may be efficiently utilized in the program, such foods as may be offered as donated by the Department;

10. Have access to facilities necessary for storing, preparing and serving food;

11. Maintain a financial management system as prescribed by the Department;

12. Maintain on file documentation of site visits and reviews in accordance with 7 CFR 225;

13. Maintain full and accurate records of all program operations under this agreement. Upon request make all accounts and records pertaining to the program available to state, federal, or other authorized officials for audit or administrative review, at a reasonable time and place. Such records shall be retained for a period of three years after the end of the fiscal year to which they pertain, except that, if audit findings have not been resolved, the records shall be retained beyond the three year period as long as required for the resolution of any issues raised by the audit.

14. Maintain children on site while meals are consumed.

C. The Sponsor hereby agrees that it will comply with Title VI of the Civil Rights Act of 1964 (Public Law 88-352, 42 U.S.C. 2000d et seq.) and all requirements imposed by the regulations of the Department of Agriculture (7 CFR Part 15), Department of Justice (28 CFR Parts 42 and 50), and FNS directives or regulations issued pursuant to that Act and the regulations, to the effect that, no person in the United States shall, on the grounds of race, color, national origin, sex, age, or disability be excluded from participation in, be denied the benefits of, or be otherwise subjected to discrimination under any program or activity for which the sponsor receives federal financial assistance from the Department; and hereby gives assurance that it will immediately take any measures necessary to effectuate this agreement.

This assurance is given in consideration of and for the purpose of obtaining any and all federal financial assistance, grants, and loans of federal funds; reimbursable expenditures; grant or donation of federal property and interest in property; the detail of federal personnel; and the sale and lease of, and the permission to use, federal property or interest in such property or the furnishing of services without consideration or at a nominal consideration, or at a consideration which is reduced for the purpose of assisting the recipient, or in recognition of the public interest to be served by such sale, lease, or furnishing of services to the recipient, or any improvements made with federal financial assistance extended to the program applicant by the Department. This includes any federal agreement, arrangement, or other contract which has as one of its purposes the provision of cash assistance for the purchase of food, and cash assistance for purchase or rental of food service equipment or any other financial assistance extended in reliance on the representations and agreements made in this assurance.

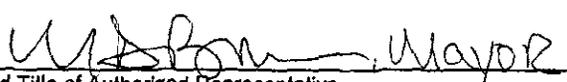
By accepting this assurance, the sponsor agrees to compile data, maintain records, and submit reports as required, to permit effective enforcement of Title VI and permit authorized USDA personnel during normal working hours to review such records, books, and accounts as needed to ascertain compliance with Title VI. If there are any violations of this assurance, the Department of Agriculture, Food and Nutrition Service, shall have the right to seek judicial enforcement of this assurance. This assurance is binding on the sponsor, its successors, transferees, and assignees as long as they receive assistance or retain possession of any assistance from the Department. The person or persons whose signatures appear below are authorized to sign this assurance on the behalf of the sponsor.

D. The terms of this Agreement and the detailed information contained on the Application for Participation (SFSP-F1), and the Site Information Sheets (SFSP-F2), which shall be considered a part of this Agreement, shall not be modified or changed in any way other than by consent in writing of both parties hereto.

(Continued on Reverse)



- | | |
|---|---|
| <p>E. Agreement may be renewed annually by the Department and the Sponsor by mutual agreement in Renewal will be contingent on the Sponsor meeting program requirements in this Agreement and outlined in part 225 of the Code of Federal Regulations and other pertinent instructions from the Department or the United States Department of Agriculture and shall pertain to programs under Sponsor's jurisdiction that have submitted annual applications and said applications have been given Department approval.</p> <p>F. This Agreement may be terminated upon 15 days written notice on the part of either party hereunto, and the Department may terminate this Agreement immediately after receipt of evidence that the terms and conditions of this Agreement and of the regulations governing the program have not been fully complied with by the Sponsor. Any termination of this Agreement by the Department shall be in accord with applicable laws and regulations. No termination or expiration of this Agreement, however, shall affect the obligations of the Sponsor to maintain and retain records and to make such records available for audit. Termination of this Agreement for noncompliance with Title VI of the Civil Rights Act of 1964 shall be in accordance with applicable laws and regulations.</p> | <p>G. The Department may take such action, including prosecution for fraud under applicable state or federal statutes or initiate a reclaim, if any part of the money received by the Sponsor, through improper or negligent action, is diminished, lost, misapplied, or diverted from the program. This liability on the part of the Sponsor shall remain in effect for the applicable periods or limitations as called for by law after the effective date of termination of the Agreement.</p> <p>H. The Department shall inform the Sponsor of its right to request a review of decisions made by the Department which affect the participation of a sponsor in the program or the Sponsor's claim for reimbursement.</p> <p>I. It is understood and agreed by and between the Department and the Sponsor, whether public or private, that the regulations of the United States Department of Agriculture relating to the Food and Nutrition Services, Regulation number 225, attached, are made a part of this Agreement and that the Department, Sponsor, and sites are to abide by all of the conditions and terms set forth in the regulations.</p> |
|---|---|

<p>SPONSORING AGENCY</p> <p>Sponsor <u>City of Riviera Beach</u> County <u>Palm Beach</u></p> <p>My signature certifies that the information submitted on this form and its attachments is true and correct. I am aware that deliberate misrepresentation or withholding of information may result in prosecution under applicable state or federal statutes.</p> <p><u></u> Signature and Title of Authorized Representative</p> <p>Date: <u>5-01-02</u></p>	<p>CERTIFICATION AND APPROVAL</p> <p>FLORIDA DEPARTMENT OF EDUCATION</p> <p>Recommended for Approval by:</p> <p>_____ Administrator, Food and Nutrition Management</p> <p>Period of Agreement:</p> <p>From: _____ To: _____</p> <p>Approved By: _____ Date: _____ Commissioner of Education or Designated Representative</p>
--	--

(Both copies must have original signatures)

SUMMER FOOD SERVICE PROGRAM FOR CHILDREN AGREEMENT

(INSTRUCTIONS: (1) Return two copies of this agreement with original signatures prior to the beginning of the program to Food and Nutrition Management, Summer Food Service Program, 325 West Gaines Street, Room 1032, Tallahassee, Florida 32399-0400. (2) When the agreement is approved, one copy will be returned to the Sponsor.

In order to effectuate the purposes of the Summer Food Service Program for Children, the Florida Department of Education (hereinafter referred to as the "Department") and the sponsor whose name and address appear on the Application for Participation (SFSP-F1) (hereinafter referred to as the "Sponsor") acting in behalf of each site listed on the Site Information Sheet, (SFSP-F2), covenant and agree as follows.

A. The DEPARTMENT AGREES TO THE extent of funds available from USDA, it shall reimburse the sponsor in accordance with applicable requirements and regulations of the Summer Food Service Program for Children, and any amendments thereto.

1. In connection with meals served to children only at approved sites during any fiscal year for sponsors approved to operate the Summer Food Service Program.
2. The amount of operational reimbursement for meals shall not exceed the lesser of:
 - (a) An amount equal to the total number of meals, by types, multiplied by the rates assigned by the Department; or
 - (b) Actual operating costs incurred by the sponsor.
3. The amount of administrative reimbursement for meals shall not exceed the lesser of:
 - (a) An amount equal to the total number of meals, by types, multiplied by the rates assigned by the Department;
 - (b) Actual administrative costs incurred by the sponsor; or
 - (c) An amount estimated in the sponsor's approved administrative budget.
4. Program income accruing to a sponsor's program shall be deducted from either operating or administrative costs, whichever is applicable, before a comparison is made with the maximum rates and the administrative budget.

B. The SPONSOR, being the authority for supervision and control over the program warrants that, it accepts final financial and administrative responsibility for the program and that it will:

1. Operate a nonprofit food service for children on school vacation during the months of May through September or during the months of May through September and at some other time or times during the year for children on school vacation under a continuous school calendar system;
2. For school food authorities, offer meals which meet the requirements and provisions set forth in 7 CFR 225 during times designated as the meal service periods by the sponsor, and serve the same meals to all children; for all other sponsors, serve meals which meet the requirements and provisions set forth in 7 CFR 225 during times designated as the meal service periods by the sponsor, and serve the same meal to all children;
3. Serve meals without cost to all children, except that camps may charge for meals served to children who are not eligible for free or reduced price school meals;
4. Issue a free meal policy statement in accordance with 7 CFR 225;
5. Meet the training requirements for its administrative and site personnel, as required under 7 CFR 225;
6. Claim reimbursement only for the type or types of meals specified in the agreement and served to children at approved sites during the approved meal service period; except that camps shall claim reimbursement only for the type or types of meals specified in the agreement and served without charge to children who meet the Program's income standards;

7. Submit claims for reimbursement on a form provided by the Department in accordance with procedures established by the Department;
 8. Maintain, in the storage, preparation, and service of food, proper sanitation and health standards in conformance with all applicable state and local laws and regulations;
 9. Accept and use, in as large quantities as may be efficiently utilized in the program, such foods as may be offered as donated by the Department;
 10. Have access to facilities necessary for storing, preparing and serving food;
 11. Maintain a financial management system as prescribed by the Department;
 12. Maintain on file documentation of site visits and reviews in accordance with 7 CFR 225;
 13. Maintain full and accurate records of all program operations under this agreement. Upon request make all accounts and records pertaining to the program available to state, federal, or other authorized officials for audit or administrative review, at a reasonable time and place. Such records shall be retained for a period of three years after the end of the fiscal year to which they pertain, except that, if audit findings have not been resolved, the records shall be retained beyond the three year period as long as required for the resolution of any issues raised by the audit.
 14. Maintain children on site while meals are consumed.
- C. The Sponsor hereby agrees that it will comply with Title VI of the Civil Rights Act of 1964 (Public Law 88-352, 42 U.S.C. 2000d et seq.) and all requirements imposed by the regulations of the Department of Agriculture (7 CFR Part 15), Department of Justice (28 CFR Parts 42 and 50), and FNS directives or regulations issued pursuant to that Act and the regulations, to the effect that, no person in the United States shall, on the grounds of race, color, national origin, sex, age, or disability be excluded from participation in, be denied the benefits of, or be otherwise subjected to discrimination under any program or activity for which the sponsor receives federal financial assistance from the Department; and hereby gives assurance that it will immediately take any measures necessary to effectuate this agreement.

This assurance is given in consideration of and for the purpose of obtaining any and all federal financial assistance, grants, and loans of federal funds; reimbursable expenditures; grant or donation of federal property and interest in property; the detail of federal personnel; and the sale and lease of, and the permission to use, federal property or interest in such property or the furnishing of services without consideration or at a nominal consideration, or at a consideration which is reduced for the purpose of assisting the recipient, or in recognition of the public interest to be served by such sale, lease, or furnishing of services to the recipient, or any improvements made with federal financial assistance extended to the program applicant by the Department. This includes any federal agreement, arrangement, or other contract which has as one of its purposes the provision of cash assistance for the purchase of food, and cash assistance for purchase or rental of food service equipment or any other financial assistance extended in reliance on the representations and agreements made in this assurance.

By accepting this assurance, the sponsor agrees to compile data, maintain records, and submit reports as required, to permit effective enforcement of Title VI and permit authorized USDA personnel during normal working hours to review such records, books, and accounts as needed to ascertain compliance with Title VI. If there are any violations of this assurance, the Department of Agriculture, Food and Nutrition Service, shall have the right to seek judicial enforcement of this assurance. This assurance is binding on the sponsor, its successors, transferees, and assignees as long as they receive assistance or retain possession of any assistance from the Department. The person or persons whose signatures appear below are authorized to sign this assurance on the behalf of the sponsor.

D. The terms of this Agreement and the detailed information contained on the Application for Participation (SFSP-F1), and the Site Information Sheets (SFSP-F2), which shall be considered a part of this Agreement, shall not be modified or changed in any way other than by consent in writing of both parties hereto.

(Continued on Reverse)



- | | |
|--|---|
| <p>E. Agreement may be renewed annually by the Department and the Sponsor by mutual agreement in writing. Renewal will be contingent on the Sponsor meeting program requirements in this Agreement and those outlined in part 225 of the Code of Federal Regulations and other pertinent instructions from the Department or the United States Department of Agriculture and shall pertain to programs under Sponsor's jurisdiction that have submitted annual applications and said applications have been given Department approval.</p> <p>F. This Agreement may be terminated upon 15 days written notice on the part of either party hereunto, and the Department may terminate this Agreement immediately after receipt of evidence that the terms and conditions of this Agreement and of the regulations governing the program have not been fully complied with by the Sponsor. Any termination of this Agreement by the Department shall be in accord with applicable laws and regulations. No termination or expiration of this Agreement, however, shall affect the obligations of the Sponsor to maintain and retain records and to make such records available for audit. Termination of this Agreement for noncompliance with Title VI of the Civil Rights Act of 1964 shall be in accordance with applicable laws and regulations.</p> | <p>G. The Department may take such action, including prosecution for fraud under applicable state or federal statutes or initiate a reclaim, if any part of the money received by the Sponsor, through improper or negligent action, is diminished, lost, misapplied, or diverted from the program. This liability on the part of the Sponsor shall remain in effect for the applicable periods or limitations as called for by law after the effective date of termination of the Agreement.</p> <p>H. The Department shall inform the Sponsor of its right to request a review of decisions made by the Department which affect the participation of a sponsor in the program or the Sponsor's claim for reimbursement.</p> <p>I. It is understood and agreed by and between the Department and the Sponsor, whether public or private, that the regulations of the United States Department of Agriculture relating to the Food and Nutrition Services, Regulation number 225, attached, are made a part of this Agreement and that the Department, Sponsor, and sites are to abide by all of the conditions and terms set forth in the regulations.</p> |
|--|---|

CERTIFICATION AND APPROVAL	
<p style="text-align: center;">SPONSORING AGENCY</p> <p>Sponsor <u>City of Riviera Beach</u> County <u>Palm Beach</u></p> <p>My signature certifies that the information submitted on this form and its attachments is true and correct. I am aware that deliberate misrepresentation or withholding of information may result in prosecution under applicable state or federal statutes.</p> <p style="text-align: center;"> _____ Signature and Title of Authorized Representative</p> <p>Date: <u>5-01-02</u></p>	<p style="text-align: center;">FLORIDA DEPARTMENT OF EDUCATION</p> <p>Recommended for Approval by: _____ Date: _____</p> <p>Administrator, Food and Nutrition Management</p> <p>Period of Agreement: From: _____ To: _____</p> <p>Approved By: _____ Date: _____ Commissioner of Education or Designated Representative</p>

(Both copies must have original signatures)

RESOLUTION NO. 79-02

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF RIVIERA BEACH, PALM BEACH COUNTY, FLORIDA, ENDORSING THE PROGRAM GOALS AND OBJECTIVES AS OUTLINED BY THE MUNICIPAL PUBLIC SAFETY CONSORTIUM COMMUNICATIONS FOR DESIGN AND SUPPLY OF AN INTEROPERABLE DIGITAL RADIO SYSTEM.

WHEREAS, it has been determined that implementation of an interoperable county-wide municipal public safety communications system will allow municipal public safety agencies to improve their provision of public safety services by virtue of enhanced inter-agency communications and coordination; and

WHEREAS, the Municipal Pubic Safety Communications Consortium (MPSCC) was formed through the cooperative efforts of the various municipalities, through Interlocal agreements, to plan and implement an interoperable county-wide municipal public safety radio system; and

WHEREAS, the City of Riviera Beach and other municipalities located within Palm Beach County joined to create the MPSCC and the City of Riviera Beach has long been involved with efforts to improve public safety communications; and

WHEREAS, the MPSCC communications plan has been approved by the State of Florida, Office of Technology, as required by Florida Statutes 282.111(5); and

WHEREAS, staff wishes to evaluate three different options, including the MPSCC system, and requests Council approval to do so.

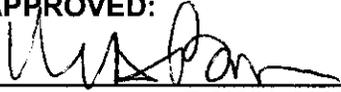
NOW, THEREFORE BE IT RESOLVED BY THE CITY COUNCIL OF THE CITY OF RIVIERA BEACH, PALM BEACH COUNTY, FLORIDA:

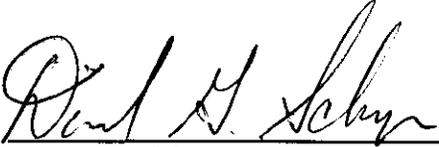
Section 1: That staff is given the authority to evaluate public safety radio systems.

Section 2: That the City of Riviera Beach supports the goals and objectives of the Municipal Public Safety Communications Consortium (MPSCC) plan.

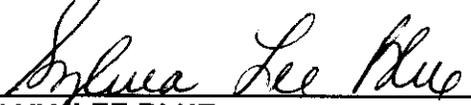
PASSED and APPROVED this 1st **day of** May, **2002.**

APPROVED:


MICHAEL D. BROWN, MAYOR

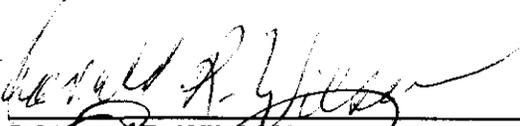

DAVID G. SCHNYER, CHAIRPERSON

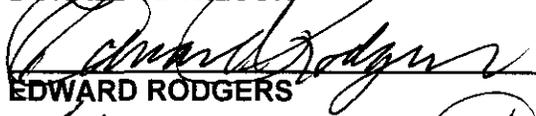
ATTEST:


SYLVIA LEE BLUE
CHAIRPERSON PRO-TEM

[MUNICIPAL SEAL]


CARRIE E. WARD, CMC/AAE
CITY CLERK


DONALD R. WILSON


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: _____

RESOLUTION NO. 80-02

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF RIVIERA BEACH, PALM BEACH COUNTY, FLORIDA ACCEPTING FUNDS IN THE AMOUNT OF 19,000.00 FROM PALM BEACH COUNTY; AND AUTHORIZING THE MAYOR AND CITY CLERK AND THE CHIEF OF POLICE TO EXECUTE THE GRANT CONTRACT ON BEHALF OF THE CITY OF RIVIERA BEACH; ALSO AUTHORIZING THE FINANCE DIRECTOR TO SET UP A BUDGET FOR THE SAME .

WHEREAS, the County has received funds from the Department of Justice, Office of Justice Programs, Bureau of Justice Assistance (BJA) under the Local Law Enforcement Block Grant (LLEBG) to reduce crime and improve public safety; and

WHEREAS, the City of Riviera Beach has applied to the County for assistance to obtain support services to develop a strategic plan for the police department, to bring together law enforcement personnel and community representatives to create a community-based partnership to focus on issues of mutual concern that will improve the control, detection, and investigation of crime as provided for in the LLEBG Guideline Purpose Area 6; and

WHEREAS, the City has been awarded grant funds in the amount of \$19,000.00.

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

SECTION 1. That the staff is authorized to accept grant funds in the amount of \$19,000.00 from Palm Beach County.

SECTION 2. That the Mayor and City Clerk and Chief of Police are authorized to execute the grant contract on behalf of the City of Riviera Beach.

SECTION 3. That the Finance Director is authorized to set up a budget in account number 141.

PASSED AND APPROVED this 1st day of May, 2002.

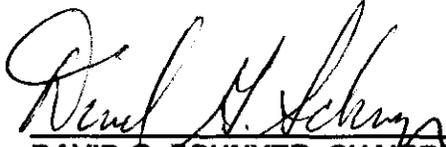
APPROVED:

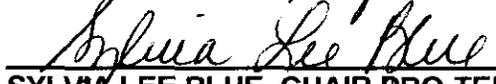

MICHAEL D. BROWN, MAYOR

[MUNICIPAL SEAL]

ATTEST:

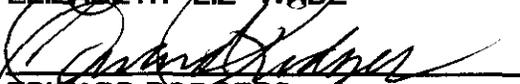

CARRIE E. WARD, CMC/AAE
CITY CLERK


DAVID G. SCHNYER, CHAIRPERSON


SYLVIA LEE BLUE, CHAIR PRO-TEM


DONALD R. WILSON


ELIZABETH "LIZ" WADE


EDWARD RODGERS
COUNCIL MEMBERS

MOTIONED BY: E. Wade

SECONDED BY: S. Blue

D. SCHNYER aye

S. BLUE aye

D. WILSON aye

E. WADE aye

E. RODGERS aye

REVIEWED AS TO LEGAL SUFFICIENCY


CITY ATTORNEY
CITY OF RIVIERA BEACH

DATE: 4/26/02

CONTRACT FOR PROVISION OF FINANCIAL ASSISTANCE

THIS CONTRACT, is made and entered into this 01 day of May, 2002, by and between THE CITY OF RIVIERA BEACH, (herein referred to as the CITY), and PALM BEACH COUNTY (hereinafter referred to as "COUNTY"), each one constituting a public agency as defined in Part I of Chapter 163, Florida Statutes.

WHEREAS, funds were received from the Department of Justice, Office of Justice Programs, Bureau of Justice Assistance (BJA) under the Local Law Enforcement Block Grant (aka LLEBG) to reduce crime and improve public safety; and

WHEREAS, the COUNTY has been designated as the Grant Recipient; and

WHEREAS, a grant request from the CITY of \$19,000 has been recommended by the Criminal Justice Commission (CJC); and

WHEREAS, the CJC and the CITY mutually agreed that it would be beneficial for the city to obtain support services to develop a strategic plan for the police department, to bring together law enforcement personnel and community representatives to create a community-based partnership to focus on issues of mutual concern that will improve the control, detection, and investigation of crime, as provided for in LLEBG Guideline Purpose Area 6; and

WHEREAS, the COUNTY and the CITY desire to enter into this Contract in order to formalize their relationship with respect to the grant funds; and

NOW THEREFORE, in consideration of the mutual promises contained herein, the COUNTY and the CITY agree as follows:

ARTICLE 1- SERVICES TO BE PROVIDED BY THE CITY and COUNTY:

The CITY shall:

- a. Create a Community Advisory Committee to participate in the service model designs and needs assessment;
- b. Develop and Implement Community-Based Problem Solving Models; and
- c. Develop a Five-Year Strategic Plan; and
- d. Submit all financial and programmatic reports, invoices and otherwise perform the services as provided in the scope of work.

The CITY shall coordinate its services with the Palm Beach County Criminal Justice Commission, and shall submit all original grant documents and financial supporting documentation to the CJC.

ARTICLE 2 - REIMBURSEMENTS TO CITY:

1. As partial reimbursement of the CITY'S expenses for services rendered, the COUNTY shall pay to the CITY an amount not to exceed Nineteen Thousand Dollars (\$19,000).
2. The CITY shall bill the COUNTY on a monthly basis, for allowable expenses actually incurred and paid, for services set forth in the scope of work. Reimbursement claims must include supporting documentation (invoices, paid receipts, check copies, payroll ledgers) and other documents deemed necessary by the COUNTY'S Finance Department.
3. Reimbursement claims received from the CITY pursuant to this Contract shall be reviewed for authenticity and accuracy and approved by the CJC, indicating that services have been rendered in conformity with the contract. Said

reimbursement claims and supporting documentation shall be sent by the CJC to the COUNTY'S Finance Department for payment. Reimbursement claims must reference the Document Number under which this Contract was approved.

ARTICLE 3 - AVAILABILITY OF FUNDS:

The obligation of the COUNTY under this Contract is subject to the availability of funds received by the COUNTY from the Department of Justice, Office of Justice Programs, Bureau of Justice Assistance under the LLEBG grant.

ARTICLE 4 - INDEMNIFICATION:

The CITY shall protect, defend, reimburse, indemnify and hold COUNTY, its agents, employees and elected officers harmless from and against all claims, liability, expense, loss, cost, damages or causes of action of every kind or character, including attorney's fees and costs, whether at trial or appellate levels or otherwise, arising during and as a result of their performance of the terms of this Contract or due to the acts or omissions of The CITY.

Nothing in this Contract shall be construed as a waiver of sovereign immunity by the COUNTY or the City.

ARTICLE 5 - WARRANTY/PERSONNEL:

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

The CITY further represents that it has, or will secure at its own expense, all necessary personnel required to perform the services under this Contract. All personnel engaged in performing the services shall be duly qualified and, if required, authorized, permitted and/or licensed under State and local law to perform such services. Such personnel shall not be employees of or have any contractual relationship with the COUNTY.

The COUNTY shall not be obligated to withhold U.S. income tax, withholding or social security tax, unemployment, or worker's compensation payments, and any similar withholdings.

ARTICLE 6 - NONDISCRIMINATION:

The CITY warrants and represents that all of its employees, and participants in the programs it serves are treated equally during employment and/or services without regard to race, color, religion, sex, age, disability, marital status, sexual orientation, national origin or ancestry.

ARTICLE 7- DRUG-FREE WORKPLACE:

The CITY shall implement and maintain a drug-free workplace program which contains at the minimum the following items:

1. Publish a statement notifying employees that the unlawful manufacture, distribution, dispensing, possession, or use of a controlled substance is prohibited in the workplace and specifying the actions that will be taken against employees for violations of such prohibition.
2. Inform employees about the dangers of drug abuse in the workplace, the CITY'S policy of maintaining a drug-free workplace, any available drug counseling, rehabilitation, and employee assistance programs, and the penalties that may be imposed upon employees for drug abuse violations.
3. Give each employee engaged in providing the services that are under contract a copy of the statement specified in number (1).
4. In the statement specified in number (1) notify the employees that, as a condition of working on the contract services, the employee will abide by the terms of the statement, and will notify the CITY of any conviction of, or

plea of guilty, nolo contendere to, any violation of Chapter 893, Florida Statutes, or of any controlled substance law of the United States or any state, for a violation occurring in the workplace no later than five (5) days after such conviction or plea.

5. Impose a sanction on, or require the satisfactory participation in a drug abuse assistance or rehabilitation program if such is available in the employee's community, by any employee who is so convicted or so pleads.
6. Make a good faith effort to continue to maintain a drug-free workplace through implementation of Section 287.087, Florida Statutes.

ARTICLE 8 - REMEDIES:

This Contract shall be governed by the laws of the State of Florida. Any and all legal action necessary to enforce the Contract will be held in Palm Beach County. No remedy herein conferred upon any party is intended to be exclusive of any other remedy, and each and every such remedy shall be cumulative and shall be in addition to every other remedy given hereunder or now or hereafter existing at law or in equity or by statute or otherwise. No single or partial exercise by any party of any right, power, or remedy hereunder shall preclude any other or further exercise thereof.

ARTICLE 9 - ACCESS AND AUDITS:

The CITY shall maintain adequate records related to all charges, expenses, and costs incurred in estimating and performing the work for at least three (3) years after completion of this Contract. The COUNTY 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 CITY'S place of business.

ARTICLE 10 - SEVERABILITY:

If any term or provision of this Contract, or the application thereof to any person or circumstance 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 11 - EFFECTIVE TERM:

1. This Contract shall commence on June 1, 2002.
2. This Contract shall terminate on September 30, 2002.

ARTICLE 12 - NOTICES:

All notices required in this Contract shall be sent by Certified Mail, Return Receipt Requested to:

Criminal Justice Commission
301 N. Olive Avenue, Suite 1001
West Palm Beach, FL 33401
Attn.: L. Diana Cunningham

And if sent to the CITY shall be mailed to:

City of Riviera Beach Police Department
600 West Blue Heron Boulevard
Riviera Beach, Florida 33404
Att: Chief Clarence Williams

ARTICLE 13 - SUCCESSORS AND ASSIGNS:

The COUNTY and the CITY 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 COUNTY nor the CITY shall assign, sublet, convey or transfer its interest in this Contract without written consent of the other, except that the CITY may assign its right to receive payment. Nothing herein shall be construed as creating any personal liability on the part of any CITY or agent of the COUNTY which may be a party hereto, nor shall it be construed as giving any rights or benefits hereunder to anyone other than the COUNTY and the CITY.

ARTICLE 14 - ENTIRETY OF CONTRACTUAL AGREEMENT:

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

IN WITNESS WHEREOF, the Board of County Commissioners of Palm Beach County, Florida has made and executed this Contract on behalf of the COUNTY and CITY has hereunto set its hands and seal as of the day and year above written.

ATTEST:
DOROTHY H. WILKEN, Clerk

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

BY: _____
Deputy Clerk

BY: _____
Chair

WITNESSES:

CITY OF RIVIERA BEACH
BY: _____
Mayor

ATTEST: _____
BY: _____ 5/01/02
City Clerk

APPROVED AS TO FORM
AND LEGAL SUFFICIENCY
BY: _____
County Attorney

APPROVED AS TO FORM
AND LEGAL SUFFICIENCY
BY: _____
City Attorney

APPROVED AS TO TERMS AND
CONDITIONS
BY: _____
Executive Director, CJC

BY: _____
Police Chief, City of Riviera Bch

RESOLUTION NO. 81-02

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 BARGAINING AGREEMENT COMMENCING OCTOBER 1, 2001 TO SEPTEMBER 30, 2004 BETWEEN THE RIVIERA BEACH ASSOCIATION OF FIREFIGHTERS (RBAF), AN ORGANIZATION REPRESENTING UNIFORM FIREFIGHTERS OF THE CITY OF RIVIERA BEACH AND APPROPRIATING FUND BALANCE IN THE GENERAL FUND IN THE AMOUNT OF \$88,844.00 TO COVER THE COST; PROVIDING AN EFFECTIVE DATE AND FOR OTHER PURPOSES.

WHEREAS, the City of Riviera Beach has a Collective Bargaining Agreement with the Riviera Beach Association of Firefighters (RBAF), an organization representing uniform firefighters of the City of Riviera Beach; and

WHEREAS, both parties have agreed to make changes to the following Articles 10: Wages, Article 17: Rules and Regulations, Article 21: Vacation Time, Article 23: Term, Article 29: Vacancies, Job Postings, Examinations, and Promotions, and Article 37: Paramedic Field Training Officer; and,

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

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

WHEREAS, the Bargaining Agreement shall be for a period of three (3) years – Fiscal Year 2001-2004.

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 Riviera Beach Association of Firefighters representing uniform fire personnel.

RESOLUTION NO.: 81-02
PAGE -2-

SECTION 2. That the funds in the amount of \$88,844.00 shall be appropriated from the General Fund Balance Account Number 001-00-399999.

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

PASSED AND APPROVED this 1st day of May,
2002.

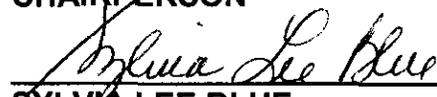
APPROVED:



MICHAEL D. BROWN

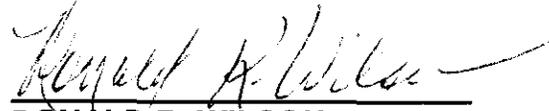


DAVID G. SCHNYER
CHAIRPERSON

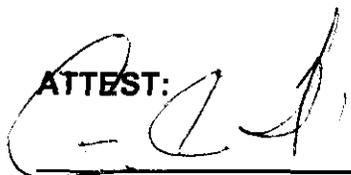


SYLVIA LEE BLUE
CHAIRPERSON PRO TEM

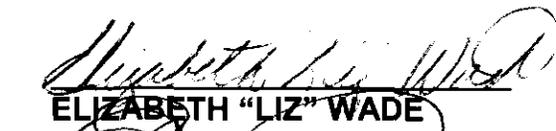
(MUNICIPAL SEAL)



DONALD R. WILSON

ATTEST:


CARRIE E. WARD, CMC/AEE
CITY CLERK



ELIZABETH "LIZ" WADE


EDWARD RODGERS
COUNCIL MEMBERS

RESOLUTION NO. 81-02
PAGE-3-

Motioned by: S. Blue

Seconded by: D. Wilson

D. SCHNYER aye

S. BLUE aye

D. WILSON aye

E. WADE aye

E. RODGERS aye

REVIEWED AS TO LEGAL SUFFICIENCY

Pamela H. Ryan

CITY ATTORNEY
CITY OF RIVIERA BEACH

DATE 4/29/02

AGREEMENT

BETWEEN

THE CITY OF RIVIERA BEACH, FLORIDA



AND

**RIVIERA BEACH ASSOCIATION OF FIRE FIGHTERS,
I.A.F.F. LOCAL 1621**

October 1, 2001 through September 30, 2004

PREAMBLE	3
ARTICLE 1: RECOGNITION	4
ARTICLE 2: HOURS OF WORK	5
ARTICLE 3: HOLIDAYS	7
ARTICLE 4: SICK LEAVE	8
ARTICLE 5: LOSS OF TIME INSURANCE COVERAGE	11
ARTICLE 6: NO STRIKE PROVISION	12
ARTICLE 7: MATTERS APPROPRIATE FOR CONSULTATION	13
ARTICLE 8: MANAGEMENT RIGHTS CLAUSE	14
ARTICLE 9: GRIEVANCE PROCEDURE	16
ARTICLE 10: WAGES	19
ARTICLE 11: HEALTH AND SAFETY	20
ARTICLE 12: INSURANCE	22
ARTICLE 13: SAVING CLAUSE	23
ARTICLE 14: UNION BUSINESS	24
ARTICLE 15: WORK OUT OF GRADE	25
ARTICLE 16: ADMINISTRATION OF AGREEMENT	26
ARTICLE 17: RULES AND REGULATIONS	27
ARTICLE 18: CALL BACK PAY	29
ARTICLE 19: NON-DISCRIMINATION	30
ARTICLE 20: SENIORITY AND PERSONNEL REDUCTION	31
ARTICLE 21: VACATION TIME	33
ARTICLE 22: EMPLOYEE DEVELOPMENT	35
ARTICLE 23: TERM	37
ARTICLE 24: MISCELLANEOUS	38
ARTICLE 25: DEFINITIONS	39
ARTICLE 26: PHYSICAL FITNESS	40
ARTICLE 27: COURT TIME	41
ARTICLE 28: UNIFORMS	42
ARTICLE 29: VACANCIES, JOB POSTING, EXAMINATIONS, AND PROMOTIONS	43
ARTICLE 30: EDUCATIONAL INCENTIVE PAY	45
ARTICLE 31: SURVIVOR'S BENEFIT	46
ARTICLE 32: MEDICAL INCENTIVE PAY	47
ARTICLE 33: AMERICANS WITH DISABILITIES ACT	49
ARTICLE 34: PENSION	50
ARTICLE 35: ON THE JOB INJURY / JOB RELATED ILLNESS / DISABILITY	51
ARTICLE 36: DRUG-FREE WORKPLACE POLICY	53
ARTICLE 37: PARAMEDIC FIELD TRAINING OFFICER	57
APPENDIX A: PRE-RETIREMENT SURVIVOR'S BENEFITS	58
APPENDIX B: ONE TIME ADJUSTMENT FOR STEP PLAN	59
SIGNATURES	65

PREAMBLE

This contract, entered into by the City of Riviera Beach, Florida, hereinafter referred to as the "CITY," and Riviera Beach Association of Firefighters, hereinafter referred to as the "Union," has as its purpose:

- A. The promotion of harmonious relationships between the City and the Union;
- B. The establishment of equitable and peaceful procedure for the resolution of differences; and
- C. 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 Union 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.

The City recognizes the Union as the exclusive representative and sole bargaining agent for all regular, full time paid employees of the Riviera Beach Fire Department, excluding the Chief and Assistant Chief in PERC order number 8H-RA-756-1106 issued July 2, 1975, and the Fire Training and Recruiting Officer as per a settlement entered into in case CA-82-057 and MS-82-026 or personnel excluded by future PERC orders.

- B. The City and the Union subscribe to the principle that differences shall be resolved by special and appropriate means without interruptions of the services provided. The Union agrees that there shall be no strikes, work stoppages, or other concerted refusal to perform work by union members covered by this contract. Failure to abide by the terms set forth above may cause the City Council to terminate this agreement.

ARTICLE 2: HOURS OF WORK

Section 1 – Shift Personnel

Up to December 31, 2000, the complete prior provisions of Article 2 as contained in Appendix B shall remain in effect. Beginning on December 31, 2000, the provisions of Section 1 – Shift Personnel shall take effect.

A. 207K Exemption

It is agreed to and acknowledged that the City has declared shift employees covered under this bargaining agreement to be 207(k) exempt employees for the purposes of application of the Fair Labor Standards Act. For the purposes of calculating pay under Section 207(k) of the Fair Labor Standards Act, the basic work period shall be as defined herein.

B. 48 Hour Work Week

The basic work period will be defined to be a twenty-one (21) calendar day recurring period of time. The scheduled average hours worked per week shall be 48 hours. In calculating the hourly rate of shift employees being adjusted from a 52 hour week to a 48 hour week, the hourly rate of the employee will be calculated by dividing the employees' weekly rate by 48 hours. This calculation will be done at the time this provision goes into effect. Sick leave accrual will be calculated based upon the 48-hour workweek.

A Shift employee's tour of duty shall consist of working for twenty-four (24) consecutive hours, followed by forty-eight (48) consecutive non-work hours. This recurring tour of duty shall also include one (1) regularly scheduled twenty-four (24) hour period of non-work hours, otherwise known as a Kelly Day, every seventh (7th) scheduled shift day.

Kelly Day assignments shall be determined on an annual basis prior to vacation selections. Kelly Day assignments will be determined by the Fire Chief and will be based upon a selection system that takes into account seniority, rank, and State paramedic certification. If an employee requests a transfer or accepts a promotion, the employee's Kelly Day assignment shall be based upon the remaining available Kelly Days on the shift to which the employee is assigned.

C. Overtime

For shift personnel, the City agrees to pay overtime at the rate of time and one half the hourly rate based upon the defined twenty-one day work period. The City shall pay overtime for hours actually worked (or where paid leave other than sick leave is granted by the City) in excess of one-hundred-forty-four (144) total hours in any given twenty-one day work period. Employees who actually work less (including paid leave other than sick time granted by the City) than one-hundred-forty-four (144) hours in

the twenty-one day work period, and work during hours other than their defined tour of duty, shall receive compensation at straight time for hours worked up to and including one-hundred-forty-four (144) hours in the twenty-one day work period. Overtime compensation will be computed at the end of each twenty-one day work period with compensation for same being on the following paycheck.

In the event that overtime is required of shift employees, it will be assigned among persons on the following basis:

- 1) If overtime is anticipated on a future shift, an employee from the shift needing overtime who would otherwise be scheduled for a Kelly Day, should be offered the overtime by seniority.
- 2) If overtime has not been secured in advance, the overtime will be offered to the off going shift by rotation in seniority. Employees offered overtime must be assignable to the station where the vacant position is scheduled. On duty employees should not be moved to other stations to accommodate overtime employees. For the purpose of overtime selection, assignable means the employee is utilized to fill the position on the employee's shift.
- 3) If no employee, who is assignable in the station with a need elects to take the overtime, then the overtime will be offered to the off going shift by rotation in seniority regardless of the ability to be assigned in the station with a need.
- 4) In the event that mandatory overtime is needed, a qualified employee will be held from the off-going shift by reverse rotation in seniority.

Other than times of disaster, no employee shall work more than forty-eight (48) consecutive hours. Prior to working any additional hours beyond forty-eight (48) consecutive hours, an employee must have a minimum of twelve hours off duty. This provision includes exchange of time.

Section 2 – Non-shift Employees

The regular workweek shall be forty (40) hours per week. The City shall pay overtime for hours actually worked (or where paid leave other than sick leave is granted by the City) in excess of forty (40) total hours in any given work week. Non-shift employees who actually worked less (including paid leave other than sick time, granted by the City) than forty (40) hours in a work week, and are called in to work hours other than their normal shift, shall receive compensation at straight time for hours worked up to and including forty (40) hours in the given work week.

ARTICLE 3: HOLIDAYS

- A. The following holidays shall be observed:
1. New Year's Day – January 1
 2. Martin Luther King's Birthday – January 15
 3. Washington's Birthday – February 22
 4. Memorial Day – May 30
 5. Independence Day – July 4
 6. Labor Day – First Monday in September
 7. Veteran's Day – November 11
 8. Thanksgiving Day – Fourth Thursday in November
 9. Friday following Thanksgiving
 10. Christmas Day – December 25
 11. Employee's Birthday

The Union will observe these holidays on their traditional dates, except for those employees on a forty (40) hour workweek, who will observe them in accordance with the remainder of the City employees.

- B. Employees scheduled to work on a holiday shall receive pay at the rate of one and one-half (1-1/2) times their regular rate of pay for all hours worked on the holiday. Hours worked include those hours where an exchange of time occurs, with the normally scheduled employee receiving the holiday pay.
- C. Employees working overtime on a holiday shall receive pay at the rate of two (2) times their regular rate of pay for all overtime hours worked on the holiday. (Overtime Rate + Half Time Additional)
- D. The Union will also enjoy any additional holidays as declared by the City. The Union will observe these holidays on their traditional date, except for those employees on a forty- (40) hour workweek, who will observe them in accordance with the rest of the City employees. City closures related to declarations of disaster shall not be considered as Holidays under the terms of this Agreement.
- E. Any accumulated holiday time not used by employees prior to September 15, 2000, shall be paid at the specified rate of 10.4 hours per day. However, employees who have approved scheduled vacations for October, November, and December of 2000 may use their accumulated holidays to extend their normal vacation periods, so long as such extension does not interrupt the normal work operation as determined by the Fire Chief. In no event can accumulated holiday time be used to extend vacation after December 31, 2000.

ARTICLE 4: SICKLEAVE

- A. Regular, full time employees with six (6) months service shall earn one (1) day of sick leave for each month of continuous service, commencing the first of the month following the sixth month period, with no limit on maximum accumulation.
- B. Regular full time employees with six (6) months service, who incur a non-duty sickness or disability, shall receive sick leave as accrued with full pay. Such sick leave shall be charged against the employee's accrued sick leave. Duty related sicknesses, injuries or disabilities which are determined to be covered by Worker's Compensation, shall not be charged to the accumulative sick leave of the employee.
- C. If death in the line of duty occurs or the employee dies from an accident in the line of duty, or the employee is permanently disabled from an injury in the line of duty, then the employee will be compensated at 100% of their regular rate of pay for any unused accrued sick leave. In the event of death, the above benefits shall be made payable to the estate of such employee by the City of Riviera Beach. The question of permanent disability may be determined by members of the pension board then in existence.
- D. Regular full time employees who have completed twelve (12) months service shall be paid fifty percent (50%) of any unused sick leave days, up to one hundred and thirty two (132) days, upon termination of employment, for other than discharge or retirement. Regular full time employees, upon retirement, shall be paid one hundred percent (100%) of any unused sick leave days, up to one hundred and thirty two (132) days.
- E. Such sick leave payment shall be at the employee's current hourly rate of pay, at the time of resignation or retirement. If a regular, full time employee is discharged, the employee will not receive any compensation for any unused accrued sick leave.
- F. Absence for two (2) continuous tours of duty shall require a Doctor's Certificate upon returning to work. If any employee is absent for sick leave purposes more than four (4) tours of duty in a contract year without a Doctor's certificate, a Doctor's certificate shall be required for any further absences that contract year, or sick leave will be denied. An employee who leaves work during a tour of duty due to sickness shall have that absence counted toward the requirements of this Section.
- G. Whenever, in the judgment of the department head, sick leave is being abused or where an employee regularly uses sick leave as it is earned, the employee requesting such sick leave shall be required to furnish a

Doctor's certificate for such absence, prior to sick leave being granted. The definition of abuse shall include but not be limited to, when an employee establishes a pattern of taking certain days off each month.

- H. Abuse of sick leave, or a false claim for sick leave, shall be considered cause for disciplinary action.
- I. An employee who is absent from work shall notify the Fire Chief or commanding officer on duty at the Central Fire station between the hours of 7:00 p.m. and 7:00 a.m. immediately prior to the employee's scheduled tour of duty.
- J. The employee off duty due to illness shall remain at their residence, except that the employee may depart their residence to receive medical treatment, to secure drugs from a pharmacy, or for other reasons deemed appropriate by the Fire Department, so long as the employee advises their superior of their planned departure. If absence is for other than treatment, therapy or to secure prescribed drugs, approval of the supervisor, in advance, must be obtained.
- K. Failure on the part of the employee to timely notify the department of any absence for which sick leave is claimed, and/or the failure to provide medical documentation in a form and manner acceptable to the department, upon return to work, shall result in a denial of sick leave.
- L. Employees shall be allowed to use their accrued leave time for illness of family members as defined in the Family Medical Leave Act, Section 825.113 (FMLA) and pursuant to the City's Family Medical Leave Policy HR-97-02 provided the family member has a serious health condition as defined in the FMLA Section 825.114.
- M. Sick Time Accrual:
 - 1) Any employee accruing at least thirty (30) days of sick leave at the beginning of a fiscal year, may elect to be paid for six (6) days. The election must be made in October. Payment will be made at the employee's current rate of pay and will be paid by December 31st of the election year. The remaining days shall be carried over.
 - 2) Any employee who has accrued at least sixty (60) days sick leave at the beginning of fiscal year, may elect to be paid for nine (9) days. The election must be made in October. Pay will be the employee's current rate of pay and will be paid by December 31st of the election year. The remaining days shall be carried over.

Any employee employed at the beginning of the fiscal year, and has accrued less than thirty (30) days of sick leave, may elect to be paid for three days of accrued leave. In order to elect to be paid, the employee

must not have used more than two (2) days of sick leave in the preceding year. The election must be made in October. Payment will be at the employee's current rate of pay and will be paid by December 31st of the elected year.

ARTICLE 5: LOSS OF TIME INSURANCE COVERAGE

- A. The City agrees to carry full worker's compensation coverage for all employees, as required by Florida Statutes.
- B. The City agrees that employees on worker's compensation receive sixty-six and two-thirds percent (66 2/3%) of the employee's regular based salary (less worker's compensation, social security, settlement of third party claims or other benefits) provided the employee is a regular full time employee and has satisfactorily completed the probationary period. Payments under this section shall commence only after the employee has been away from work and disabled for a period of ninety (90) days.

Once an employee's worker's compensation benefits have been exhausted, terminated, or settled, the employee's right to benefits under this section shall cease.

ARTICLE 6: NO STRIKE PROVISION

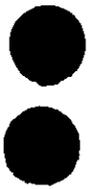
- A. The Union agrees not to engage in a strike, work stoppage, slowdown or other forms of interference with the operation and mission of the City Administration.
- B. Any employee who participates in, or promotes a strike, work stoppage, slowdown or other form of interference with the operation and mission of the City Administration shall be subject to discipline up to and including discharge.
- C. In the event of a strike, or work stoppage 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 Union shall promptly and publicly disavow such strike or work stoppage and order the employees to return to work and attempt to bring about prompt resumption of normal operations. An authorized Union Representative shall notify the City within twenty-four (24) hours after commencement of such strike, what measures it has taken to comply with the provision or 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.

ARTICLE 7: MATTERS APPROPRIATE FOR CONSULTATION

- A. The President of the Union or the Union President's designee shall have the right to present views of the Union to the employer on issues which affect the welfare of its members. Both parties agree that the language of this Article is not intended to expand the scope of the negotiations, nor does it constitute the right of the Union to renegotiate articles of the contract in effect at the time. The purpose of such consultation is to reach mutual understandings, receive clarification and/or information affecting employees in the bargaining unit.
- B. It is also agreed that the City Manager retains the final right of decision on all matters consulted on this Article.
- C. Consultation meetings between the Union and management shall be arranged by the Director of Human Resources or by the Union upon written request by the Union in advance. Such request shall include an agenda of matters to be taken up at the meeting. Any meeting called pursuant to this paragraph must provide for five (5) days notice absent an emergency.
- D. Consultation meetings may be called by management with confidentiality, or other legal restrictions to advise the Union of any anticipated major changes affecting the working conditions of the bargaining unit employees.

ARTICLE 8: MANAGEMENT RIGHTS CLAUSE

- A.** The Union 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 power or authority which the City has not officially abridged, delegated, or modified by the express provision 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:
1. To manage and direct the employees of the City.
 2. To hire, promote, transfer, schedule, assign, and retain employees in positions with the City.
 3. To suspend, demote, discharge or take other disciplinary action against employees for cause.
 4. To relieve employees from duty because of lack of work, funds or other legitimate reasons.
 5. To maintain the efficiency of the operations of the City.
 6. To determine the methods, means and personnel by which such operations are to be conducted, including the right to contract and sub-contract existing and future work.
 7. To determine the organization of City government.
 8. To determine the number of employees to be employed by the City.
 9. To determine the number, types and grades of positions or employees assigned to an organization unit, department or project.
 10. To determine internal security practices.
 11. To determine those matters to be covered by the Civil Service System.
- B.** The City Council has the sole authority to determine the purpose and mission of the City and all its employees and the amount of the budget to be adopted.
- C.** If, in the sole discretion of the City Council, it is determined that civil emergency conditions exist, including but not limited to riots, civil disorders, hurricane conditions, or similar catastrophes, the 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.

- 
- D. It is understood by the parties that every incidental duty connected with operations enumerated in job descriptions is not always specifically described, and employees, at the discretion of management, may be required to perform other job related duties not specifically contained in their job description.
- E. *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.*
- F. Those inherent managerial functions, prerogatives and policy making rights which the City has not expressly modified or restricted by a specific provision of this Agreement, are not in any way, directly or indirectly, subject to the grievance procedure or arbitration.

ARTICLE 9: GRIEVANCE PROCEDURE

A. Definitions:

- 1) A grievance is defined as a misapplication or misinterpretation of this Agreement.
- 2) The term "employee" includes any 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, exclusive of holidays.
- 4) A "grievant" is a person affected by the misapplication or misinterpretation of this Agreement.

A grievance shall be processed as hereinafter provided.

B. Withdrawal of Grievance:

A grievance may be withdrawn by the grievant 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 party, after the grievance has been withdrawn.

C. Informal Grievance Procedure:

In the event that a grievance exists, the grievant or the Union Grievance Committee on behalf of a grievant, shall within three (3) days of such misapplication or misinterpretation of the Agreement, first discuss it in an informal manner with the immediate supervisor. If the resolution of the grievance is not satisfactory to the grievant, or if no disposition has been made within three (3) days following the informal discussion with the immediate supervisor, the grievant may within three (3) days file a formal grievance, in writing with the immediate supervisor, or a form prescribed by management. A grievance shall refer to the specific provision or provisions of this Agreement that have been violated.

Any grievance not conforming to the provisions of this paragraph shall be denied and not eligible to advance through the steps of the grievance procedure, including arbitration.

D. Formal Grievance Procedures:

Step #1. If the formal grievance is not filed within five (5) days after the completion of the informal grievance procedure discussion, the right to proceed with the grievance is barred. The immediate supervisor shall respond within three (3) days or the grievant may advance to Step #2.

Step #2. If an appeal from Step #1 is taken, the grievance must be presented, in writing, within three (3) days, to the Chief of the Fire Department, who shall adjust the grievance within three (3) days or the grievant may advance to Step #3.

Step #3. If an appeal from Step #2 is taken, the grievance must be presented, in writing, within three (3) days, to the Director or Human Resources, who shall adjust the grievance within three (3) days or the grievance may be advanced to Step #4.

Step #4. If an appeal from Step #3 is taken, the grievance must be presented, in writing, within three (3) days, to the City Manager, who shall adjust the grievance within five (5) days or the grievance may be advanced to Step #5.

Step #5. In the event that the Union is not satisfied with the disposition of the grievance at Step #4, or if no disposition has been made within the time limits provided for in Step #4, the Union 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 proceedings shall be in accord with the rules of FMCS.

In the event that either party claims that a dispute is non-arbitrable, the arbitrator will rule on that issue and if the arbitrator decides the issue is arbitrable, he will rule on the merits of the grievance. Arbitrability and the merits shall be heard at the same hearing. The arbitrator shall have no power to add to, subtract from, modify or alter the terms of this 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 arbitration" or "not subject to the grievance procedure" or which is not specifically covered by this Agreement. The arbitrator may not issue declaratory or advisory opinions and shall confine himself exclusively to the question at issue. The arbitrator shall render a 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 both the City and the Union. 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 Union. 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.

E. General Provisions:

- 1) The time limits provided in this Article shall be strictly observed, unless extended by mutual agreement of the parties. Failure of the Union 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 Union or grievant, whichever is appropriate, to proceed to the next step in the grievance procedure. An employee will not be allowed to proceed to arbitration without the Union unless the Union refuses to represent the grievant solely due to the grievant's lack of membership in the Union. The Union must notify the grievant and City of its refusal for this reason.
- 2) All grievances shall be processed during times that 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 performing duties prior to or during the time a grievance is being processed.
- 4) The date of disposition shall be the date on which the immediate supervisor or other management official delivers the disposition to the Union or grievant, whichever is appropriate, or the date of postmark in those instances where delivery is by U.S. Mail.
- 5) The commencing of legal proceeding against the City in a court of law or equity, or before the Public Employee Relations commission, or any other administrative agency, by an employee or the Union, for misapplication or misinterpretation of the terms of this Agreement, shall be deemed an election of remedies and constitute a waiver by said employee or the Union of its/their right to resort to the grievance and arbitration procedure contained in this Agreement.
- 6) Any grievance affecting a class or group of employees may be initiated at Step #3 (Director of Human Resources).

ARTICLE 10: WAGES

A. Salary Adjustment

Effective October 1, 2001, bargaining unit members will receive a one time wage adjustment based upon years of service in each grade as set forth in Appendix B which will be given on the employee's anniversary date. This adjustment is determined based upon the new salary schedule adopted above and the number of years an employee has served in each grade with 3% steps occurring between each year of service. An employee must be employed on the date of ratification to be eligible for retroactivity or payment of this adjustment.

B. Salary Schedule

The Salary Schedule providing for base salary compensation for employees in the following bargaining unit classifications for fiscal year 2001/2002 shall be as follows:

Grade	Position	Minimum	Maximum
F29	Fire Fighter	\$29,969.00	\$46,690.70
F31	Driver Engineer	\$33,383.82	\$50,496.00
F33	Captain	\$40,636.04	\$59,675.40
F36	Division Chief	\$46,624.30	\$68,469.36

At no time shall an employee's base salary be below the minimum salary schedule range for the classification.

C. Wage Adjustment

Effective October 1, 1998, a three percent (3%) wage adjustment will be given annually on the employee's anniversary date to all employees receiving a satisfactory or better evaluation. (Except fiscal year 2001/2002 as specified in Section A of this Article.) An employee must be employed on the date of ratification to be eligible for retroactivity or payment of this adjustment. If an employee's wage adjustment results in a wage increase exceeding the maximum salary schedule for the employee's classification, then the amount exceeding the maximum rate of pay for that particular classification will be paid to the employee in a lump sum payment.

D. Paydays

Employee's paydays will be biweekly, on Friday. Biweekly is defined as every two (2) weeks. In the event that a payday falls on a holiday, the City shall have the discretion to pay the employees on the day before or the day after the holiday. The City will provide the option of direct deposit to all employees on or about October 1, 2001.

ARTICLE 11: HEALTH AND SAFETY

- A. The City and the Union shall cooperate fully on matters of health, safety and sanitation affecting the employees of the Fire Department. All prospective Fire Department employees shall receive physical examination, which includes a stress test and a drug test pursuant to Article 36 of this Agreement. Once every three (3) years, employees with five (5) years of service and other employees, at the discretion of the Fire Chief, will receive a physical which includes a blood test, a stress test, a chest X-ray, and a drug test, pursuant to Article 36 of this Agreement. Such physical shall be at no expense to the employee. The medical records will be maintained as outlined in Florida Statutes. However, prior to submission to the physical examination, the employee shall sign a medical release form authorizing the City to receive a copy of the medical report. Upon receipt of the medical records, the records shall be maintained as required under Florida Statutes.
- B. A Safety Committee shall be established, consisting of two (2) unit members selected by and on behalf of the Union, the City Manager's designee and the Fire Chief or the Fire Chief's designee on behalf of the City.

The Safety Committee shall meet bi-monthly, or more or less often, by mutual consent, and such meetings shall be scheduled at the time established by the City Manager or the City Manager's designee. The City Manager or the City Manager's designee shall preside at all meetings. The Safety Committee shall consider the standards proposed by NFPA 1500: Standard on Fire Department Occupational Safety and Health. Recommendation of the committee shall be sent to the City Manager for final disposition.

- C. The City shall provide and the bargaining unit employees shall participate in, unless excused by virtue of a verifiable medical reason, an immunization program as follows:

Tetanus – every ten (10) years, except employees may be required to submit every five years if subject to a documented job related injury from which the employee may acquire tetanus.

Hepatitis (type B) – every five (5) years or as often as required by the type of vaccination utilized by the City.

- D. The City shall provide and the employee shall participate in an annual tuberculosis screening.
- E. Employees who are to receive and be scheduled for a physical or other examination under this Article will be given one (1) week prior notice of the date of the examination. There will be no rescheduling of examinations or immunizations except in the cases of emergency or job assignments approved in advance.
- F. The City agrees to develop and maintain a data file of accidents, injuries, or deaths, which are a job related and all exposures to toxic materials or infectious agents.

ARTICLE 12: INSURANCE

A. Group Insurance

The City agrees to provide and maintain health and dental insurance for employees at no cost. Employees have the option to purchase dependent insurance coverage at their expense.

B. Life Insurance

The City hereby agrees that all eligible employees in the bargaining unit will be provided life insurance coverage in an amount equal to twenty-seven thousand dollars (\$27,000). Employees will also have the option to purchase at their expense, twenty-seven thousand dollars (\$27,000) of additional insurance. The provisions of this section shall take effect upon ratification of this agreement.

ARTICLE 13: SAVING CLAUSE

- A. It is the express intent of the parties that if any article, section, sub-section, sentence, clause or provision of this contract is found to be unconstitutional or invalid for any reason, the same shall not affect the remaining provisions of the contract, except in the circumstances of paragraph B of this Article.
- B. If any provision of this collective bargaining contract conflicts with any ordinance, rule, or regulation over which the Council has amendatory power, the Council shall amend the ordinance, rule or regulation to conform to the new provision of this contract.

If any provision of the collective bargaining contract is in conflict with any law, ordinance, rule or regulation over which the City Manager or Council have no amendatory power, the chief executive officer shall submit to the appropriate governmental body having amendatory power a proposed amendment to such law, ordinance, rule or regulation. Unless and until such amendment is enacted or adopted and becomes effective, the conflicting provision of the collective bargaining contract shall not be effective. [Reference, Florida Statutes, Section 447.309(3)].

- C. No terms and conditions of employment shall be changed without bargaining each one with the Union.

ARTICLE 14: UNION BUSINESS

- A. Bulletin board space shall be available in each work location for the use of the Riviera Beach Association of Fire Fighters for purposes of posting material dealing with Union business.
- B. No literature or posters alleging a misdeed(s) on the part of City management officials or Union representatives, with the exception of the posting of grievances filed with the City, shall be posted. In addition, no material relating to local political action or activity either Union or civic may be posted on the bulletin board.
- C. All materials posted on the bulletin board must be approved by the Union president. A copy of all posted materials, with the exception of the treasurer's reports, notices or postings otherwise required by PERC or law, and the minutes of meetings, must be provided to the City Manager or the City Manager's designee prior to posting.

ARTICLE 15: WORK OUT OF GRADE

- A. Employees covered by this Agreement who are temporarily assigned to a position or rank higher than their normal position or rank shall receive assignment pay of five (5%) percent of their base pay for all hours worked in that assignment effective upon date of ratification.

- B. Employees covered by this Agreement who are not receiving Paramedic Incentive Pay under ARTICLE 32: MEDICAL INCENTIVE PAY and who are assigned to a State Permitted ALS unit shall receive assignment pay of five (5%) percent of their base pay for all hours worked in that assignment effective upon date of ratification.

ARTICLE 16: ADMINISTRATION OF AGREEMENT

- A. The parties agree that the President of the Union or Union President's designee and the City Manager, or the City Manager designee, will develop a schedule to meet at reasonable time and frequency, to review problems which may arise out of the administration of this Agreement. Such meetings are not intended to by-pass or substitute for the grievance procedure, nor are they intended to expand the scope of bargaining or to provide re-openers.

- B. Upon advising and receiving approval of their constituency on the legislative or authoritative bodies, the Union and the City Manager may, by mutual agreement, amend the terms of this Agreement. Any such amendment must be in writing.

ARTICLE 17: RULES AND REGULATIONS

- A. The Union 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 Union 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 Union agrees that all employees shall comply with all Fire Department policies, procedures, rules and regulations, including those relating to conduct and work performance.
- C. The City and the Union agree to the formation of a Policy and Procedures Committee for the purpose of creating new policies and procedures, reviewing the application of existing policies and procedures, and modifying policies and procedures as necessary. This provision in no way diminishes the City's Management Rights under Article 8 of this agreement.

The name of the Committee shall be "Fire Rescue Policies and Procedures Committee" The Committee shall provide a means for the consideration, development, review and revision of matters relating to policies, procedures, and guidelines for Riviera Beach Fire Rescue. The Committee possesses the authority to carry out its stated purposes. The Fire Chief or his representative retains sole authority to approve policies and procedures for the department. The existing Departmental Rules and Directives will be revised to become Departmental Policies and Procedures through the process established herein and that until such time as existing Rules, Regulations or Directives are modified or repealed, they shall remain in effect.

MEMBERSHIP

The Committee membership will consist of 4 members – two members selected by the City and two members selected by the Union. One member will be selected as the chairperson of the Committee. The Committee members will select a new Chairperson every January.

The following process will be used for the revision or creation of policies and procedures:

- Any employee may submit proposed changes or new policy or procedure recommendations to the Committee for consideration.
- Every three years, the Committee will review any existing policies or procedures to determine if they require any modifications or revisions.
- Policies and Procedures will be constructed using a standard template approved by the Committee.

- Upon completion of any revisions, modifications, or new policies or procedures, a majority of the Committee members must approve the policy or procedure before it is submitted to the Fire Chief for Administrative Approval. If a majority decision cannot be reached, the Policy or Procedure will not be forwarded to the Fire Chief for Administrative Approval.
- Upon approval of the Fire Chief, new policies or procedures or revisions to existing policies or procedures will be posted in legislative format for all members to review for a period of 30 days. These policies or procedures will be in effect during this posting but will be considered temporary for the 30-day period.
- During the 30-day temporary period, any employee may submit suggestions for modification or revision of the temporary policy or procedure to the Committee for consideration.
- Following the 30-day period, if the Committee proposes no changes, the Policy or Procedure will reduced to appropriate format, be published by the department, and become permanent.

ARTICLE 18: CALL BACK PAY

All employees covered by this Agreement and who are called back to work from off duty, shall be paid at least three (3) hours minimum at the rate of one and one-half (1 1/2) times their regular base rate of pay. Those employees who are required to carry a beeper during the period away from work will be compensated at the end of the work-week at the rate of two (2) hours straight time.

ARTICLE 19: NON-DISCRIMINATION

- A. All references in this Agreement to employees of the male gender are used for convenience only, and shall be constructed to include both male and female employees.
- B. The right of the employees to belong to, participate in, or refrain from belonging to the Union shall not be prohibited, abridged or interfered with.
- C. Neither the City nor the Union shall discriminate against any employee because of race, color, creed, national origin, or ancestry. Neither the City nor the Union shall discriminate against any individual because of sex, age, disability or veteran status, where prohibited by applicable federal or state law.

ARTICLE 20: SENIORITY AND PERSONNEL REDUCTION

- A. Seniority shall be defined as the total length of continuous service as a firefighter with the City of Riviera Beach. Seniority shall continue to accrue during all types of compensable leave, approved by the City. Approved leaves of absence without pay shall not count toward 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 Personnel Office intent of returning to work within three (3) days of receipt of recall, as verified by certified mail return receipt; or
 - (6) Failure to report from military leave within the time limits prescribed by law.
- C. The City Council will determine the classifications and number 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.
- In the event that two or more employees affected have the exact same amount of seniority, the City Manager shall make the decision of who shall be retained.
- Lay-offs shall be by seniority except where lay-off adversely impacts the City's ability to comply with minimum requirement's to provide advance life support service. In the event of a reduction in the working force or the elimination of a job, any affected employee with greater seniority may claim any job in the department which he has previously performed, however, under no circumstances will an employee be eligible to displace into a job classification higher than the job classification he currently holds.
- C. Recall: Regular full time employees on lay-off status will have recall rights for six months. Recall will be made by certified mail to the last address in the employee's records. Within three (3) work days of certified receipt date, laid off employees must signify in writing, their intention of returning to work, to the Personnel Office. Failure to respond to the notice within the

prescribed time limits previously stated, shall constitute a resignation by the employee. Employees who desire to return to work must do so within five (5) work days of receipt of the recall notice.

Recall will be offered to laid off employees, other than those employees who were on probationary status at the time of lay-off, provided they are physically qualified to perform all of the duties of the job.

When the employees are recalled from lay-off, the employee with the greatest seniority in that classification, as a firefighter with the City of Riviera Beach, shall be recalled first.

ARTICLE 21: VACATION TIME

- A. Employees will accrue paid vacation credit at their straight time rate during active pay status on the following basis:

VACATION DAYS

SERVICE	<u>40 HOUR EMPLOYEE</u>	<u>OTHER EMPLOYEES</u>
7 mos. - 12 mos.	6 days	3 tours of duty
1 yr. - 5 yrs.	12 days	7 tours of duty
6 yrs.	14 days	7 tours of duty
7 yrs.	14 days	7 tours of duty
8 yrs. - 10 yrs.	15 days	8 tours of duty
11 yrs.	16 days	8 tours of duty
12 yrs.	17 days	9 tours of duty
13 yrs	18 days	9 tours of duty
14 yrs.	19 days	10 tours of duty
15 yrs and over	20 days	10 tours of duty

- B. **Maximum Vacation Accrual Rate** - The maximum number of vacation days an employee can accrue at the end of the calendar year shall be two (2) times the annual rate of accrual.
- C. **Vacation Time Accrual - (Optional) 1993 - 1994:** An employee utilizing at least five (5) days of vacation time during any fiscal year may elect to receive payment, in lieu of vacation, for 50% of any remaining accrued vacation time at the end of the year.

The other accrued time will be carried over provided it does not conflict with Section B of this Article. The election of this option must be made in October of each year. Payment shall be at the employee's current rate of pay and disbursed in November or soon thereafter. The maximum number of days for which an employee will be paid is forty (40).

- D. **Annual Vacation Selection** – Effective upon ratification of this agreement, annual vacation selection shall be completed by December 1 for the next calendar year. The order of selection shall be based upon seniority regardless of rank. The following criteria shall apply when determining the shifts available:
- No more than two (2) employees may select vacation leave on the same shift, unless approved by the Fire Chief.
 - No more than one (1) Fire Officer may select vacation leave on the same shift, unless approved by the Fire Chief.
 - No more than one (1) Driver Engineer may select vacation leave on the same shift, unless approved by the Fire Chief.

- No more than one (1) Fire Fighter / Paramedic or EMS Captain may select vacation leave on the same shift, unless approved by the Fire Chief.
- E. The selection process shall occur in two rounds:
- When picking in the first round, the employee must select three (3) or more consecutive shifts.
 - When picking in the second round, the employee may select one (1) or more consecutive shifts.
 - Any vacation leave granted under this article shall not result in the employee receiving more than 32 calendar days off between shifts.
- F. Employees may select vacation throughout the year according to the criteria below:
- The selection must be made in writing to the Division Chief's office, through the chain of command, between the 1st and the 15th day of the calendar month preceding the calendar month during which the vacation time request is to occur.
 - Additional vacation leave under this section shall be based on seniority and approved according to the availability Section D above.
 - The employee cannot cancel selections made under Section F.

ARTICLE 22: EMPLOYEE DEVELOPMENT

- A. The City and the Union recognize and acknowledge the value of continuous employee development.
- B. Effective upon ratification of this agreement, the City agrees to pay the cost of department approved employee education and development, including required texts and materials, up to the amount of \$900.00 per employee per fiscal year in accordance with the following schedule:

Pass-Fail / Non-Credit / Non-Graded Certificate Courses

Pass	100%
Fail	0%

Graded Courses

A or B	100%
C	75%
D or F	0%

- C. Reimbursement to the employee for department-approved courses shall occur within 30 days of submission of successful completion of the course.
- D. Dependent upon the course, it is understood that the City may make advanced tuition payment arrangements with individual institutions for the convenience of the employees. Where the City has made advanced tuition payment, the employee agrees to reimburse the City when a grade of C or less is obtained or when the employee withdraws or otherwise fails to complete the course.
- E. Employees who request approval to attend college classes, training, or educational opportunities shall do so at their own travel expense. Time off to attend requested college classes, training, or educational opportunities shall be the responsibility of the employee. The Fire Chief may conditionally grant time off to an employee to attend to attend college classes, training, or educational opportunities at the Chief's discretion.
- F. The Chief of the Fire Department shall make the final determination regarding the approval of educational reimbursement and the award of time off to attend education or training.
- G. In order to qualify for school leave or reimbursement under this Section, the employee must first file a request for school leave, indicating the courses to be taken, with the Chief's office. The decision as to whether or not the course(s) requested by the employee is appropriate, shall be made by the Chief of the Fire Department.

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

However, the above shall not apply if the employee has to resign within the twenty-four (24) month period due to personal hardship beyond the employee's control. Repayment shall not apply if the employee retires from service. The City Manager shall determine what constitutes personal hardship beyond the control of the employee.

PARAMEDIC SCHOOL

- I. Effective upon ratification of this agreement, the City agrees to pay the cost of department approved Paramedic school, including required texts and materials, up to the amount of \$2,500.00 in accordance with the following schedule:

A or B	100%
C, D or F	0%

Employees who do not pass the State Examination for certification as a Florida Paramedic within twelve (12) months from completion of the course shall reimburse the City one hundred percent (100%) of the monies expended upon the employee for this course. Reimbursement may be done by payroll deduction over a period of twelve (12) months. Any employee who exercises the Paramedic School Reimbursement benefits must remain employed with the City as a Paramedic for at least twenty-four (24) months from the date the employee becomes State Certified. Any employee terminating employment before the end of the twenty-four (24) month period shall reimburse the City the total monies expended by the City on the employees' behalf. This reimbursement shall occur through deduction from any final pay to which the employee is entitled, or by such other means as may be necessary to recover the sum.

ARTICLE 23: TERM

- A. After a majority of those bargaining unit members voting on the question of ratification and thereafter, upon its ratification by an official resolution of the City Council ratifying the Agreement and authorizing the Mayor and City Clerk to sign the Agreement on behalf of the City, the Agreement, upon being signed by the appropriate union representatives and being signed by the Mayor and City Clerk, shall become effective from October 1, 2001 through the 30th day of September 2004.
- B. Either party may give written notice, not later than 120 days in advance of the expiration date of this agreement of its intention to renegotiate the Agreement.
- C. The duration of this agreement shall be three years beginning October 1, 2001 through the 30th day of September 2004. In the second year of this agreement (2002/03) either side may negotiate wages and any two other articles. In the third year of this agreement (2003/04) either side may negotiate wages and any one other article.

ARTICLE 24: MISCELLANEOUS

- A. The City and the Union acknowledge that during the negotiations which resulted in this 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 understandings and agreements arrived at by the parties after the exercise of that right and opportunity are set forth and solely embodied in this Agreement. The City and Union agree that all negotiable items that should or could have been discussed during negotiations leading to this Agreement, were discussed, and 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 of 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 25: DEFINITIONS

- A. **Employee:** The term "employee", when used hereinafter in this Agreement, shall refer to all employees represented by the Union in the bargaining unit.

All references to employees in this Agreement designate both sexes, and whenever the male gender- is used, it shall be constructed 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 representatives.
- E. **PERC:** The Florida Public Employee's Relations Committee.
- F. **Tour of Duty:** A period of duty equal to twenty-four (24) consecutive hours.
- G. **Management:** The term "management" as used in this Agreement shall refer to the City Manager, department and assistant department heads and any other persons designed by the City Manager.
- H. **Public Employee's Relations Act (PERC):** Florida Statutes, Chapter 447, Part 2.
- I. **Doctor's Certificate:** A physician's statement attesting to the medical reason which rendered the employee unable to perform work on the days claimed for sick leave.

ARTICLE 26: PHYSICAL FITNESS

- A. The Union realizes the need for a physical fitness program and further recognizes that to be physically fit is a condition of employment.
- B. The City shall have the right to implement a physical fitness performance evaluation prior to accepting new employees.
- C. All employees will participate in the prescribed physical fitness program in order to maintain their capability of providing services.
- D. The City will endeavor to formulate a fitness program flexible enough to take into consideration the age, health, and disability of the employee.

ARTICLE 27: COURT TIME

- A. Any Employee called by the City to represent the City's interest in Court will be paid in accordance with the provisions of Article 19: Call Back Pay.
- B. Any employee who becomes involved in a court action as required by the State or any governmental agency: deposition witness, defendant, etc., pursuant to the performance of the employee's duties will be paid in accordance with the provisions of Article 19: Call Back Pay.

ARTICLE 28: UNIFORMS

- A. The City agrees to provide each firefighting employee with two (2) T-shirts in addition to the employee's regular uniform at no cost. The employee will be allowed to wear T-shirts during the hours specified by the Chief. T-shirts can only be worn during working hours and the employee does not have the right to purchase additional T-shirts or replacement of T-shirts.

- B. The City agrees, if the Fire Chief approves and requires bargaining unit employees to wear a required shoe or boot, to defray the total cost of said shoe or boot for each employee.

- C. The City and the Union agree to work closely together to promote professionalism and safety with respect to uniforms worn by bargaining unit personnel. The City agrees to maintain the status quo with respect to the provision and maintenance of uniforms until such time as a mutual decision is reached between the City and the Bargaining Unit on the selection, use, and maintenance of work uniforms.

- D. The City and the Union agree to establish a committee to review the options available with respect to work uniforms. The committee shall report their findings to the Fire Chief and the Union President. Upon mutual agreement, the Fire Chief and Union President may adopt changes to this article. It is agreed that Professionalism and Safety are the primary considerations in their decision, and that Fiscal Constraint is an additional factor.

- E. Effective upon ratification of this agreement, an employee who retires with ten (10) or more years of service may keep their department assigned Fire Helmet and Badge.

ARTICLE 29: VACANCIES, JOB POSTING, EXAMINATIONS, AND PROMOTIONS

- A. Advancement in Rank: Advancement from one rank to another shall be by promotional examination. Duty shall be by assignment by the Fire Chief to such divisions within the Fire Department as presently exists or may be created in the future.
- B. Probationary Time for Bargaining Unit Personnel: The probationary period for all new employees shall be for a period of one (1) year. Upon promotion an employee will be on probation for six (6) months. Upon completion of the probationary period, the position shall become classified through civil service.
- C. Promotional Examination: Eligibility for promotion to the next higher rank shall be in accordance with the Fire Promotion Section.
The examination for the position of EMS Captain, Fire Captain, or Division Chief shall include a written examination and Assessment Center Process. Probationary time shall be computed in the time in grade required in the various ranks.
- D. Driver Engineer: Any firefighter who has served two (2) years continuous service with the City and has taken and completed with a passing grade Fire Apparatus Operations (FFP 2640) and Fire Service Hydraulics (FFP 1601) or their equivalent shall be eligible to participate in a promotional examination for Driver Engineer. The examination for the position of Driver Engineer shall include a written examination and practical skills assessment. Candidates must pass the written portion to be eligible to participate in the skills portion of the exam. Candidates must pass both portions of the exam with a score of at least 70% to be eligible for promotion. Placement on the eligibility list will be based upon the average of the scores of each exam.
- E. Fire Inspector: Any employee who has served three (3) years continuous service with the City as a firefighter and has attained permanent status shall be eligible to participate in a promotional examination for Fire Inspector. Employees promoted to the position of Fire Inspector shall be State Certified Inspectors within one year from date of promotion to Fire Inspector.
- F. EMS Captains: Any Fire Fighter or Driver Engineer, who has served three (3) years as a paramedic qualified individual shall be eligible to participate in the promotional examination for EMS Captain. The examination for the position of EMS Captain shall include a written examination and assessment center process. Candidates must pass the written portion to be eligible to participate in the assessment center portion of the exam. Candidates must pass both portions of the exam with a score of at least 70% to be eligible for promotion. Placement on the eligibility list will be based upon the average of the scores of each exam.
- G. Fire Captains: Any Driver Engineer, or EMS Captain, who has served one (1) year in grade and has attained permanent status and has taken and

completed with a passing grade "Fire Service Tactics and Strategies" (FFP2410) or its equivalent, shall be eligible to participate in the promotional examination for Fire Captain. The examination for the position of Captain shall include a written examination and assessment center process. Candidates must pass the written portion to be eligible to participate in the assessment center portion of the exam. Candidates must pass both portions of the exam with a score of at least 70% to be eligible for promotion. Placement on the eligibility list will be based upon the average of the scores of each exam.

- H. Fire Prevention Division Chief: Fire Captains or Fire Inspectors who have served three (3) years in grade shall be eligible to participate in a promotional examination for Fire Division Chief. Employees promoted to the position of Fire Prevention Division Chief shall be State Certified Inspectors within one year from date of promotion to Fire Inspector. The examination for the position of Fire Prevention Division Chief shall include a written examination and assessment center process. Candidates must pass the written portion to be eligible to participate in the assessment center portion of the exam. Candidates must pass both portions of the exam with a score of at least 70% to be eligible for promotion. Placement on the eligibility list will be based upon the average of the scores of each exam.
- I. Fire Division Chief: Only Fire Captains who have served three (3) years in grade and has taken and completed with a passing grade "Fire Service Tactics and Strategies" (FFP2410) or its equivalent shall be eligible to participate in a promotional examination for Fire Division Chief. The examination for the position of Fire Division Chief shall include a written examination and assessment center process. Candidates must pass the written portion to be eligible to participate in the assessment center portion of the exam. Candidates must pass both portions of the exam with a score of at least 70% to be eligible for promotion. Placement on the eligibility list will be based upon the average of the scores of each exam.
- J. Emergency Medical Services - Division Chief: Only EMS Captains, Fire Captains, or Fire Division Chiefs who have served three (3) years as a paramedic qualified individual shall be eligible to participate in the promotional examination for Emergency Medical Services Division Chief. The examination for the position of Emergency Medical Services Division Chief shall include a written examination and assessment center process. Candidates must pass the written portion to be eligible to participate in the assessment center portion of the exam. Candidates must pass both portions of the exam with a score of at least 70% to be eligible for promotion. Placement on the eligibility list will be based upon the average of the scores of each exam.
- K. This article takes effect upon ratification unless otherwise noted.

ARTICLE 30: EDUCATIONAL INCENTIVE PAY

Bargaining unit members shall receive five dollars (\$5.00) per week incentive pay for each two hundred hours of documented job related education, up to a maximum of twenty (\$20.00) per week. Educational hours to fulfill state requirements for Paramedic certification and state minimum standards courses shall not be counted as hours for education incentive pay. Job related education shall include, but shall not be limited to courses required for obtaining a fire science degree, paramedic degree, inspectors certificates, and state required C.E.U.'s to maintain state certificates, as well as courses offered by the Florida State Fire College and National Fire Academy. General Education Credit hours will not be counted until all fire science or paramedic requirements are met for A.S. degrees. The determination of whether or not the course requested by the employee is appropriate, shall be made by the Chief of the Fire Department.

ARTICLE 31: SURVIVOR'S BENEFIT

The City and pension Fund Trustees shall appropriate from the funds it receives from the Insurance Commissioner's Regulatory Trust Fund, sufficient monies to fund the survivor's benefit as proposed by the Firefighter's Pension Fund trustees to the existing Riviera Beach Firefighter's Municipal Pension Fund.

ARTICLE 32: MEDICAL INCENTIVE PAY

Section 1 - EMT

- A. Effective upon the date of ratification of this agreement, all Florida State Certified E.M.T.s will have their base pay adjusted by an additional \$5.00 per week. This is a one-time adjustment for employees who are employed on the date of ratification of this contract and certified as an EMT.
- B. All employees hired after the date of ratification of this agreement will be required to obtain Florida State Certification as an E.M.T. within 12 months from their date of employment. Employees who fail or refuse to obtain or maintain Florida State Certification as an E.M.T. as required by this clause will be dismissed.
- C. All employees hired after January 1, 1990 and up until the date of ratification of this agreement will be required to maintain Florida State Certification as an E.M.T. Employees who fail or refuse to maintain Florida State Certification as an E.M.T. will be dismissed.
- D. Employees may substitute Florida State Certification as a Paramedic for the requirements of B and C above.
- E. It is the employees' responsibility to re-certify and maintain their Florida State EMT Certification.

Section 2 - PARAMEDIC

- A. Effective upon the date of ratification of this agreement, employees who are Florida State Certified as a Paramedic are eligible to receive in addition to their base pay, "Paramedic Incentive Pay" of \$100.00 per week subject to the following requirements:
 - 1. Must possess and maintain current certification as a Florida State Paramedic.
 - 2. Must maintain current certification in Advanced Cardiac Life Support.
 - 3. Must obtain and maintain any other certifications as may be required for paramedic certification by the State of Florida.
 - 4. Must maintain full authorization from the Riviera Beach Fire Rescue Medical Director to perform ALS procedures as a primary paramedic for this department.
- B. Prior to receiving full authorization from the Riviera Beach Fire Rescue Medical Director to perform ALS procedures as a primary paramedic for this department, Paramedics must pass a protocol examination and preceptor program approved by the medical director.
- C. Paramedics not approved by the medical director as a primary paramedic may be given limited authorization to perform ALS procedures by the medical director.

- D. Employees may have their authorization to perform ALS procedures limited or removed by the Riviera Beach Fire Rescue Medical Director.
- E. Limited authorization or denials of authorization to perform ALS procedures does not qualify an employee to receive Paramedic Incentive Pay under this Article.
- F. It is the employees' responsibility to re-certify and maintain their Florida State Paramedic Certification and ACLS Certification.

ARTICLE 33: AMERICANS WITH DISABILITIES ACT

The Union and the City acknowledge the duty of the City to comply with the requirements of the Americans with Disabilities Act (ADA).

ARTICLE 34: PENSION

All firefighters may retire after twenty (20) years of credited service regardless of age under normal retirement. This proposal shall become effective upon the adoption of a pension ordinance by the City Council.

ARTICLE 35: ON THE JOB INJURY / JOB RELATED ILLNESS /
DISABILITY

- A. Following an on-the-job injury, job-related illness, or job-related disability, an employee has a maximum of eighteen (18) months from the date last worked to return to the original duties of the employee's position, with or without reasonable accommodation. The employee's ability to perform the duties of a position is determined by the employee's physician and verified by the City's Risk Manager.

- B. If an employee is unable to return to the essential duties of the employee's position with or without reasonable accommodation within 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.

- C. If any 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. If the employee is absent for a combination of twenty-four (24) months during the thirty (30) month period, then the employee will be recommended for termination.

- D. Restricted duty due to injury or illness.
An employee who incurs an illness or injury or who cannot perform regular responsibilities due to pregnancy may be permitted to work in a restricted duty capacity if available and if the employee's medical condition permits. The work schedule and work assignments remain the right of management. Employees under restricted duty status shall have their condition reviewed every ninety (90) calendar days to determine continued eligibility. Restricted duty shall be limited to a period of up to one hundred and eighty (180) calendar days. Such review shall occur by personal physician if non-duty injury and City designated physician if duty related injury.

Employees who are about to reach the one hundred and eighty (180) calendar day limit, may at the sole discretion of the City, have their time limit extended an additional one hundred and eighty (180) calendar days, or a sum total of three hundred and sixty (360) calendar days. This potential extension will be based upon periodic personal physician and City designated physician fitness for duty reviews, and with the understanding that any extension will also be based upon an expectation of full recovery and return to full duty within the total three hundred and sixty (360) calendar day period.

The Union and the City mutually support movement of an employee to maximum medical improvement (MMI) and/or a final determination of long term or permanent disability situations in fairness to the City and to the employee. Any employee working such restricted duty position shall be entitled to the benefits and pay as prescribed in this agreement.

Employees seeking a return to full duty status as a result of use of this benefit or any off duty related illness or injury that results in sick leave use of seventy-two (72) concurrent hours or more for shift personnel or forty (40) concurrent hours or for non-shift employees, may be subject to a fitness for duty examination by a City designated physician prior to being released for full duty.

ARTICLE 36: DRUG-FREE WORKPLACE POLICY

The City and the Union recognize that substance abuse in our nation and our community exacts staggering costs in both human and economic terms. Substance abuse can be reasonably expected to produce impaired job performance, lost productivity, absenteeism, accidents, wasted materials, lowered morale, rising health care costs, and diminished interpersonal relationship skills. The City and Union share a commitment to solve this problem and to create and maintain a drug-free work place policy.

This policy is implemented pursuant to the drug-free work place program requirements under Section 440.201, Florida Statutes, the rules of the Department of Labor and Employment Security, Division of Workers' Compensation, and the Omnibus Transportation Act.

The essential parts of this policy are:

- A. The City prohibits the illegal use, possession, sale, manufacturing or distribution of drugs, alcohol, or other controlled substances on its property. It is also against City policy to report to work or to work under the influence of drugs or alcohol.

- B. Testing of Employees:
 - 1) Reasonable Suspicion Testing: Employees will be tested when there is a reasonable suspicion that an employee is using or has used drugs. A determination of reasonable suspicion shall be made by two ranking officers, one of whom must be of the rank of Captain or above. If any employee disputes the certification of reasonable suspicion, the employee must, nonetheless, submit to a blood/urinalysis test, as ordered by the City, while simultaneously filing a grievance over the order. Such grievance shall be immediately arbitrated under the expedited arbitration rule of the American Arbitration Association. Pending the arbitrator's decision, which shall be final and binding, the blood/urinalysis sample shall be preserved, and if the test result is confirmed positive, the employee shall be relieved from duty without pay. Refusal to submit to testing will be grounds for discipline. The results of the blood/urinalysis may be submitted to the arbitrator.

- (2) Routine Fitness-for-Duty Testing: Employees will be drug tested if the test is conducted as part of a routinely scheduled employee fitness-for-duty medical examination. Employees will be advised through the Union at least thirty (30) days prior to the testing date, that the routine testing procedure process is going to commence (i.e. the bid process). The employees may be tested any time after the thirty (30) day notice period has expired. This routine testing procedure will be conducted pursuant to Article 11, Health and Safety, of this Agreement.
- (3) Follow-Up Testing: All employees who have determined to have used drugs or alcohol and permitted by the City to return to work will be subject to unannounced follow-up drug tests for a period of two (2) years following return to work.
- (4) Return to Duty Testing:
 - (a) The City shall ensure that before an employee returns to duty requiring the performance of a safety-sensitive function after an alcohol concentration test result of 0.04 or greater, the employee shall undergo a return-to-duty alcohol test with a result indicating an alcohol concentration of less than 0.02.
 - (b) The City shall ensure that before an employee returns to duty requiring the performance of a safety-sensitive function after testing positive for the use of controlled substances, the employee shall undergo a return-to-duty controlled substances test with a result indicating a verified negative result for controlled substances use.
- (5) Additional Testing: Additional testing may also be conducted as required by applicable state or federal laws, rules, or regulations or as deemed necessary. Notice will be provided to the Employee prior to submission to drug testing.
- (6) Post Accident/Incident Testing: The Department may require any uniform employee who is involved in either a job related accident or a job related incident involving the apparent violation of a safety rule or standard which did or could have resulted in serious injury requiring medical attention or property damage, to submit to a substance screening. Refusal to submit to such screening will be considered an act of insubordination with attendant disciplinary action.

- E. A Drug Use Information form is a confidential report which must be filled out by employees both before and after being drug tested. This form permits individuals to provide to the Medical Review Officer a list of all prescription and non-prescription drugs they are currently using or have used in the last month, as well as any other information, they consider relevant to the test.
- F. Prior to testing, the employee will be given a list of the most common medications by brand name or common name and chemical name which may alter or affect a drug test.
- G. Employees who voluntarily request substance abuse assistance will be allowed to use any available sick leave or vacation leave. If the employee does not have any sick leave or vacation leave, the City may grant the employee leave without pay.
- H. Any employee who refuses to submit to a drug test may be terminated from employment or otherwise disciplined by the employer. An injured employee who refuses to submit to a drug test, or has a positive confirmation test, in addition to the above, forfeits eligibility for all workers' compensation medical and indemnity benefits.
- I. A list of names, addresses, and telephone numbers of employee assistance programs and local alcohol and drug rehabilitation programs available to employees will be provided upon request.
- J. An employee who receives a positive Confirmed drug test result may contest or explain the results to the employer within five days after written notification of the positive test result. If an employee's explanation or challenge is unsatisfactory to the employer, the person may contest the test results.
- K. An employee has the responsibility of notifying the drug testing laboratory of any administrative or civil action brought pursuant to Chapter 440, Florida Statutes. The lab will maintain the sample until the case or administrative appeal is settled.

- L. The following is a list of all drugs (described by brand name, common name and/or chemical name) for which the employer may test:

<u>DRUG</u>	<u>Cutoff Ng/ML</u>
Alcohol (booze, drink)	.04
Amphetamines (Binhetamine, Desoxyn, Dexedrine)	1000
Cannabinoids (marijuana, hashis, hash, hash oil, pot joint, roach, spleaf, grass, weed, reefer)	50
Cocaine (coke, blow, nose candy, snow flake, crack)	300
Phencyclidine (PCP, angel dust, hog)	25
Methaqualone	
Opiates (opium, dovers power, paregoric, parepectolin)	300
Barbiturates (Phenobarbital, Tuinal, Amytal)	300
Benzodiazophines (Ativan, Azene, Klonopin, Dalmane, Diazepam, Halcion, Librium, Poxipam, Restoril, Serax, Tranxene, Valium, Vertron, Xanax)	300
Methadone (Dolophine, Methadonse)	
Proposyphene (Darvocet, Darvon N, Dolene)	

- M. Employees have the right to consult the testing laboratory for technical information regarding prescription and nonprescription medication.
- N. Details of this policy may be obtained from the Department of Human Resources.
- O. Employees, as a condition of employment, are required to abide by these guidelines.

ARTICLE 37: PARAMEDIC FIELD TRAINING OFFICER

- A. Effective 90 days following the ratification of this agreement, personnel selected to serve as a Paramedic Field Training Officer for the purpose of training state certified paramedics entering or remediating through the department's paramedic preceptor program will receive \$20.00 per week.
- B. Application Criteria:
- Must possess and maintain current certification as a Florida State Paramedic.
 - Must maintain current certification in Advanced Cardiac Life Support.
 - Must obtain and maintain any other certifications as may be required for paramedic certification by the State of Florida.
 - Must have maintained full authorization from the Riviera Beach Fire Rescue Medical Director to perform ALS procedures as a primary paramedic for this department for a period of at least one year prior to selection.
- Desirable Certifications:
- Successful completion of Methods and Techniques of Instruction.
 - A.H.A. or Red Cross CPR Instructor
 - A.H.A. Pediatric Advanced Life Support Instructor
 - A.H.A. Advanced Cardiac Life Support Instructor
 - Basic Trauma Life Support or Prehospital Trauma Life Support Instructor
- C. Selection Criteria
- Selection from individuals applying for Paramedic Field Training Officer shall be made semi-annually by the Fire Chief. Selection will be based upon, but not limited to, employee performance, applicable certifications, years of service, recommendations of supervisors, and input by the Medical Director.
- D. Positions – From the qualified applicants, the Fire Chief may select up to three (3) Paramedic Field Training Officers per shift. These selections will be based upon the training needs of the department.
- E. Retention of Assignment – Persons shall retain their assignment so long as they remain certified, do not voluntarily relinquish the assignment, and are not removed for just cause. The Fire Chief may remove a person from assignment at any time based upon just cause. "Just cause" may include, but is not limited to, matters bearing upon performance, disciplinary action, or poor attendance.

APPENDIX A: PRE-RETIREMENT SURVIVOR'S BENEFITS

Survivor's Benefits: Upon death of a member, benefits shall be paid in accordance with this Section.

A. Death in line of duty:

- (1) For members having less than ten years of credited service. If a member dies from injuries received while in discharge of the member's duties, leaving a spouse and/or a child or children, the following benefits shall be paid:
 - (a) A refund of contributions in accordance with Section 14-4.3 to the surviving spouse;
 - (b) 33-1/3% of the member's total compensation for the year immediately prior to the member's death or remarriage, and
 - (c) 25% of the member's total compensation for the year immediately prior to the member's death to a surviving child or children until the last or youngest child marries or attains the age of eighteen (twenty-one if enrolled as a full-time student at an accredited college or university), whichever first occurs.
- (2) **For members having ten or more years of credited service.**
If a member dies from injuries received while in discharge of the member's duties, leaving a spouse and/or a child or children, the following benefits shall be paid:
 - (a) A refund of contributions in accordance with Section 14-4.3 to the surviving spouse;
 - (b) The greater of 33-1/3% of the member's total compensation for the year immediately prior to the member's death or the accrued retirement benefit to the surviving spouse until her death or remarriage, and
 - (c) 25% of the member's total compensation for the year immediately prior to the member's death to a surviving child or children until the last or youngest child marries or attains the age of eighteen (twenty-one if enrolled as a full-time student at an accredited college or university), whichever first occurs.

B. Death not in line of duty:

- (1) For members having less than ten year of credited service. If a member dies from injuries received not while in discharge of the member's duties, the following benefits shall be paid; a refund of contributions in accordance with Section 14-4.3 to the surviving spouse or named beneficiary.
- (2) For members having ten or more years of credited service. If a member dies from injuries received not while in discharge of the member's duties, the following benefits shall be paid; the accrued retirement benefit to the member's surviving spouse or named beneficiary for ten years certain.

APPENDIX B: ONE TIME ADJUSTMENT FOR STEP PLAN

<u>FY 2001-02</u>	<u>Position</u>	<u>Starting</u>	<u>Top</u>	<u>FY 2000-01</u>	<u>Start</u>	<u>Top</u>
F29	Fire Fighter	\$ 29,969.00	\$ 46,690.70	Fire Fighter	\$ 27,500.00	\$ 43,500.00
F31	Driver Engineer	\$ 33,383.82	\$ 50,496.00	Driver Engineer	\$ 32,025.00	\$ 48,025.00
F33	Captain	\$ 40,636.04	\$ 59,675.40	Captain	\$ 35,280.00	\$ 51,280.00
F36	Division Chief	\$ 46,624.30	\$ 68,469.36	Division Chief	\$ 41,769.00	\$ 57,769.00

STEP - PLAN

Fire Fighter		Driver Engineer		Captain		Division Chief	
<u>Years</u>	<u>Starting</u>	<u>Years</u>	<u>Starting</u>	<u>Years</u>	<u>Starting</u>	<u>Years</u>	<u>Starting</u>
0	\$ 29,969.00	0	\$33,383.82	0	\$ 40,636.04	0	\$46,624.30
1	\$ 30,868.07	1	\$ 34,385.33	1	\$ 41,855.12	1	\$ 48,023.03
2	\$ 31,794.11	2	\$ 35,416.89	2	\$ 43,110.78	2	\$ 49,463.72
3	\$ 32,747.93	3	\$ 36,479.40	3	\$ 44,404.10	3	\$ 50,947.64
4	\$ 33,730.37	4	\$ 37,573.78	4	\$ 45,736.22	4	\$ 52,476.07
5	\$ 34,742.28	5	\$ 38,700.99	5	\$ 47,108.31	5	\$ 54,050.35
6	\$ 35,784.55	6	\$ 39,862.02	6	\$ 48,521.56	6	\$ 55,671.86
7	\$ 36,858.09	7	\$ 41,057.88	7	\$ 49,977.21	7	\$ 57,342.01
8	\$ 37,963.83	8	\$ 42,289.62	8	\$ 51,476.52	8	\$ 59,062.27
9	\$ 39,102.74	9	\$ 43,558.31	9	\$ 53,020.82	9	\$ 60,834.14
10	\$ 40,275.82	10	\$ 44,865.06	10	\$ 54,611.44	10	\$ 62,659.17
11	\$ 41,484.09	11	\$ 46,211.01	11	\$ 56,249.78	11	\$ 64,538.94
12	\$ 42,728.61	12	\$ 47,597.34	12	\$ 57,937.28	12	\$ 66,475.11
13	\$ 44,010.47	13	\$ 49,025.26	13	\$ 59,675.40	13	\$ 68,469.36
14	\$ 45,330.78	14	\$ 50,496.02				
15	\$ 46,690.70						

APPENDIX B

FIREFIGHTER ADJUSTMENTS

Grade	Position	Starting	Top
F29	Fire Fighter	\$ 29,969.00	\$ 46,690.70
0	Starting	\$ 29,969.00	\$ 576.33
1	level	\$ 30,868.07	\$ 593.62
2	level	\$ 31,794.11	\$ 611.43
3	level	\$ 32,747.93	\$ 629.77
4	level	\$ 33,730.37	\$ 648.66
5	level	\$ 34,742.28	\$ 668.12
6	level	\$ 35,784.55	\$ 688.16
7	level	\$ 36,858.09	\$ 708.81
8	level	\$ 37,963.83	\$ 730.07
9	level	\$ 39,102.74	\$ 751.98
10	level	\$ 40,275.82	\$ 774.54
11	level	\$ 41,484.09	\$ 797.77
12	level	\$ 42,728.61	\$ 821.70
13	level	\$ 44,010.47	\$ 846.36
14	level	\$ 45,330.78	\$ 871.75
15	level	\$ 46,690.70	\$ 897.90

Employee	Grade
EINSTEDER, G.	8
MOORE, F.	8
GORDON, M.	7
FERRELL, S.	7
POOLE, D.	7
REEVES, C.	7
DUNBAR, J.	6
O'CONNOR, T.	5
RODMAN, R.	5
ELLIS, R.	4
STEELE, S.	4
GONZALEZ, M.	4
JOHNSON, M.	3
ADEJOLA, E	3
TAMKINS, C	3
WEITZER, D	3
HANNAN, R.	3
MAXWELL, T.	3
HUGHES, T.	2
KANITSCH, L.	2
WRIGHT, P.	2
COTTRELL, L.	2
KIMBERLY, A.	2
KLITSCH, K.	2

APPENDIX B

OWENS, R.	2
PISARSK, J.	2
URIBE, E.	2
WATSON, D.	2
SIBEL, R.	2
MCKINNEY, D.	2
FORTUNA, E.	1
WELLS, T.	1
ALVIN, T.	1
FARMER, M.	1
MARRIOT, J.	1
CHAN, J.	0
COLE, M.	0
DIGANGI, T.	0
FREEMAN, H.	0
WRIGHT, J.	0
JOHNSON, L.	0
JOHNSTON, K.	0
RAMIREZ	0

APPENDIX B

**DRIVER ENGINEER
ADJUSTMENTS**

Grade	Position	Starting	Top
F31	Driver Engineer	\$ 33,383.82	\$ 50,496.00
0	Starting	\$ 33,383.82	\$ 642.00
1	level	\$ 34,385.33	\$ 661.26
2	level	\$ 35,416.89	\$ 681.09
3	level	\$ 36,479.40	\$ 701.53
4	level	\$ 37,573.78	\$ 722.57
5	level	\$ 38,700.99	\$ 744.25
6	level	\$ 39,862.02	\$ 766.58
7	level	\$ 41,057.88	\$ 789.57
8	level	\$ 42,289.62	\$ 813.26
9	level	\$ 43,558.31	\$ 837.66
10	level	\$ 44,865.06	\$ 862.79
11	level	\$ 46,211.01	\$ 888.67
12	level	\$ 47,597.34	\$ 915.33
13	level	\$ 49,025.26	\$ 942.79
14	level	\$ 50,496.02	\$ 971.08

Employee	Grade
PREDDY, P.	14
JONES, C.	14
WALDMAN, M.	13
URENA, R.	12
GORDON, B.	9
HUDSON, D.	9
AYLSWORTH, R.	6
SCHIOLA, F.	5
ASHLEY, C.	1
DAVIS, V.	1

APPENDIX B

CAPTAIN ADJUSTMENTS

Grade	Position	Starting	Top
F33	Captain	\$ 40,636.04	\$ 59,675.40
0	Starting	\$ 40,636.04	\$ 781.46
1	level	\$ 41,855.12	\$ 804.91
2	level	\$ 43,110.77	\$ 829.05
3	level	\$ 44,404.09	\$ 853.92
4	level	\$ 45,736.21	\$ 879.54
5	level	\$ 47,108.30	\$ 905.93
6	level	\$ 48,521.55	\$ 933.11
7	level	\$ 49,977.20	\$ 961.10
8	level	\$ 51,476.52	\$ 989.93
9	level	\$ 53,020.82	\$ 1,019.63
10	level	\$ 54,611.44	\$ 1,050.22
11	level	\$ 56,249.78	\$ 1,081.73
12	level	\$ 57,937.27	\$ 1,114.18
13	level	\$ 59,675.39	\$ 1,147.60

Employee	Grade
STEPHENS, G.	13
WEISS, K.	11
BOWE, A.	11
STALLWORTH, F.	10
OSBORNE, V.	10
STAGGS, Z.	9
WOODWARD, T.	9
WALKER, E.	9
FRANKLIN, R.	7
TAYLOR, P.	5
BRACK, K.	1
ARMOUR, P.	1
MCCARTHY, T.	0

APPENDIX B

DIVISION CHIEF ADJUSTMENTS

Grade	Position	Starting	Top
F36	Division Chief	\$46,624.30	\$68,469.36
0	Starting	\$46,624.30	\$ 896.62
1	level	\$48,023.03	\$ 923.52
2	level	\$49,463.72	\$ 951.23
3	level	\$50,947.63	\$ 979.76
4	level	\$52,476.06	\$ 1,009.16
5	level	\$54,050.34	\$ 1,039.43
6	level	\$55,671.85	\$ 1,070.61
7	level	\$57,342.01	\$ 1,102.73
8	level	\$59,062.27	\$ 1,135.81
9	level	\$60,834.14	\$ 1,169.89
10	level	\$62,659.16	\$ 1,204.98
11	level	\$64,538.93	\$ 1,241.13
12	level	\$66,475.10	\$ 1,278.37
13	level	\$68,469.35	\$ 1,316.72
14	level	\$70,523.43	\$ 1,356.22

Employee	Grade
ELGIN, E.	9
COOPER, S.	8
MCCRAY, R.	7
LEDUC, P.	1

SIGNATURES

Agreed this 01 day of May, 2002, by and between the respective parties through and authorized representative or representatives of the Riviera Beach Association of Fire Fighters and by the City of Riviera Beach.

**RIVIERA BEACH ASSOCIATION
OF FIRE FIGHTERS**

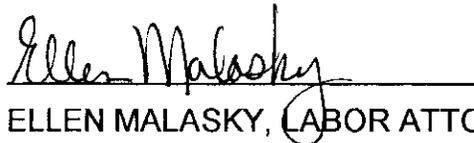


AUSTIN BOWE
PRESIDENT / UNION NEGOTIATOR

CITY OF RIVIERA BEACH



MICHAEL BROWN
MAYOR



ELLEN MALASKY, LABOR ATTORNEY
CITY NEGOTIATOR

(MUNICIPAL SEAL)

ATTEST:



CARRIE E. WARD, CMC/AE
CITY CLERK

RESOLUTION NO. 83-02

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF RIVIERA BEACH, PALM BEACH COUNTY, FLORIDA, APPROVING THE FINAL PAYMENT TO WINGATE CORPORATION FOR WORK COMPLETED TO REBUILD/REPLACE THE ROOF, TRUSSES, AND ROOF SUBSTRUCTURE TO THE UTILITIES ADMINISTRATION BUILDING IN THE AMOUNT OF \$58,771.26; AND AUTHORIZING THE MAYOR AND INTERIM FINANCE DIRECTOR TO PAY THIS AMOUNT FROM ACCOUNT NO. 402-1437-5330-4602.

WHEREAS, Via Resolution No. 187-01, Wingate Corporation was authorized to rebuild/replace the roof, trusses, and roof substructure to the Utilities Administration Building. This project has reached its final phase; and

WHEREAS, due to an increase in the cost associated with the rebuilding/repairing of the Utilities Department's roof, City Council approved Change Orders in the amount of \$54,239.60 on March 20, 2002 via Resolution No. 46-02 increasing the contract amount to \$501,312.60 to complete the project.

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

Section 1: That the City Council hereby authorizes final payment to Wingate Corporation for work completed in the amount of \$58,771.26.

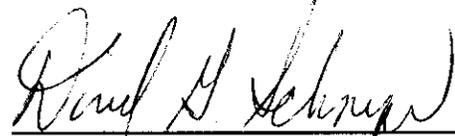
Section 2: That the City Council authorizes the Mayor and Interim Finance Director to make payment for same under Account Number 402-1437-5330-4602.

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

APPROVED:



MICHAEL D. BROWN,
MAYOR

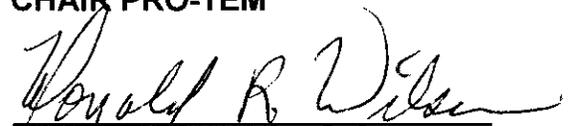


DAVID G. SCHNYER,
CHAIRPERSON



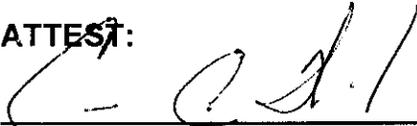
SYLVIA LEE BLUE,
CHAIR PRO-TEM

(MUNICIPAL SEAL)

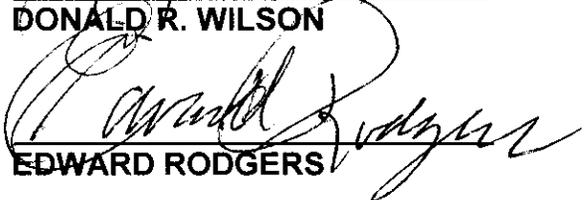


DONALD R. WILSON

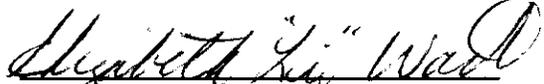
ATTEST:



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

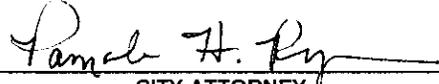
S. BLUE Aye

D. WILSON Aye

E. RODGERS Aye

E. WADE Aye

REVIEWED AS TO LEGAL SUFFICIENCY



PAMELA H. PY
CITY ATTORNEY
CITY OF RIVIERA BEACH

DATE: 5/8/02

RESOLUTION NO. 84-02

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF RIVIERA BEACH, PALM BEACH COUNTY, FLORIDA, TERMINATING THE AGREEMENT BETWEEN THE CITY OF RIVIERA BEACH AND FLORIDA DEPARTMENT OF ENVIRONMENTAL PROTECTION FOR RECEIVING FUNDS FOR "PIPING CANAL RC-4" PROJECT, AUTHORIZING THE MAYOR AND CITY CLERK TO EXECUTE AMENDMENT NO. 2, AND PROVIDING FOR AN EFFECTIVE DATE.

WHEREAS, the City of Riviera Beach has entered into an agreement with the Florida Department of Environmental Protection for receiving state funding for surface water restoration projects; and

WHEREAS, the City advertised and received competitive bids from contractors for piping Canal RC-4; and

WHEREAS, the bids received exceeded the estimated project costs and allocated budget.

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

SECTION 1. The agreement between the City of Riviera Beach and Florida Department of Environmental Protection for receiving Surface Water Restoration Fund is terminated.

SECTION 2. The Mayor and City Clerk are authorized to execute DEP Agreement No. WAP018 Amendment No. 2, terminating said agreement.

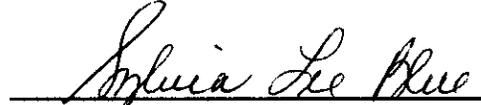
SECTION 3. This resolution shall take effect upon its passage.

PASSED AND APPROVED this 15 day of May, 2002

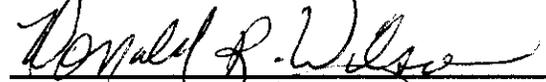
APPROVED:

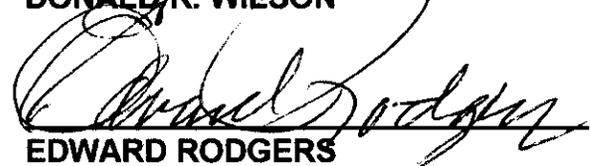

MICHAEL D. BROWN, MAYOR


DAVID SCHNYER, CHAIRPERSON


SYLVIA LEE BLUE, CHAIR PRO- TEM

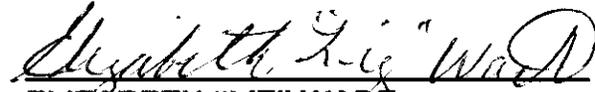
{MUNICIPAL SEAL}


DONALD R. WILSON


EDWARD RODGERS

ATTEST:


CARRIE E. WARD, CMC/AE
CITY CLERK

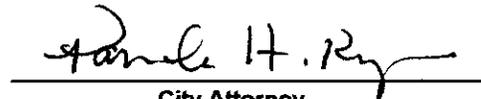

ELIZABETH "LIZ" WADE
COUNCIL MEMBERS

Motioned By S. Blue

Seconded By E. Wade

- D. Schnyer Aye
- S. Blue Aye
- E. Rodgers Aye
- D. Wilson Aye
- L. Wade Aye

Reviewed as to Legal Sufficiency


City Attorney
City of Riviera Beach

Date: 5/6/02

RESOLUTION NO. 86-02

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF RIVIERA BEACH, PALM BEACH COUNTY, FLORIDA, AUTHORIZING THE CITY MANAGER TO SUBMIT A GRANT APPLICATION TO THE DEPARTMENT OF TRANSPORTATION FOR A TRANSPORTATION ENHANCEMENT GRANT UNDER THE TRANSPORTATION ENHANCEMENT ACT (TEA-21) TO BEAUTIFY BLUE HERON BOULEVARD FROM AVENUE S TO OLD DIXIE HIGHWAY.

WHEREAS, Enhancement funds are available under the Transportation Enhancement Act for 21st Century (TEA-21); and

WHEREAS, Blue Heron Boulevard from Avenue S to Old Dixie Highway is in need of enhancement and beautification; and

WHEREAS, the City desires to beautify this thoroughfare; and

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

SECTION 1. That the City Manger is authorized to sign a grant application to the Florida Department of Transportation.

SECTION 2. Upon approval of the application, the funding shall be used to implement the Blue Heron Beautification Phase IV (Avenue S to Old Dixie Highway) project.

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

PASSED AND APPROVED this 10 day of May, 2002

APPROVED:

[Signature]
MICHAEL D. BROWN, MAYOR

[Signature]
DAVID SCHNYER, CHAIRPERSON

[Signature]
SYLVIA LEE BLUE, CHAIR PRO-TEM

{MUNICIPAL SEAL}

[Signature]
DONALD R. WILSON

[Signature]
EDWARD RODGERS

ATTEST:

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

[Signature]
ELIZABETH "LIZ" WADE
COUNCIL MEMBERS

Motioned By S. Blue
Seconded By E. Wade

- D. Schnyer Aye
- S. Blue Aye
- E. Rodgers Aye
- D. Wilson Aye
- L. Wade Aye

Reviewed as to Legal Sufficiency

[Signature]
City Attorney
City of Riviera Beach

Date: 5/10/02

RESOLUTION NO. 87-02

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 APPROVE PAYMENT D. S. EAKINS CONSTRUCTION CORPORATION, IN THE AMOUNT OF \$44,358.56 FOR THE EMERGENCY REPAIR ON A BROKEN MANHOLE #1278 (CONSTRUCTED IN 1960) IN THE VICINITY OF 6025 OLD DIXIE HIGHWAY UNDER A "PIGGY-BACK" BID TO PALM BEACH COUNTY BOARD OF COUNTY COMMISSIONERS, CONTRACT NO. 99-120CB; AND AUTHORIZING THE MAYOR AND FINANCE DIRECTOR TO PAY THIS AMOUNT FROM ACCOUNT NO. 402-1437-5330-4606.

WHEREAS, on March 28, 2002, it was discovered that the bottom of the sanitary collection manhole #1278 (constructed in 1960 had collapsed); and

WHEREAS, D.S. Eakins Construction Corporation was contacted to make the emergency repair work. This work involved de-watering, dip excavation and supplies and installation of all materials. This repair was necessary to prevent any future major sewer backups; and

WHEREAS, D.S. Eakins Construction Corporation has submitted an invoice in the amount of \$44,358.56 for the emergency repairs to the manhole; and

WHEREAS, staff recommends that City Council approve payment to D.S. Eakins Construction Corporation for work completed on an emergency basis to Manhole #1278 in the vicinity of 6025 Old Dixie Highway.

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

Section 1: That the City Council hereby approves said payment to D.S. Eakins Construction Corporation in the amount of \$44,358.56 for the repair of a broken manhole in the vicinity of 6025 Old Dixie Highway.

Section 2: That the Mayor and Interim Finance Director are authorized to make payment for same under Account No. 402-1437-5330-4606.

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

PASSED AND ADOPTED this 15th day of MAY, 2002.

APPROVED:



MICHAEL D. BROWN,
MAYOR

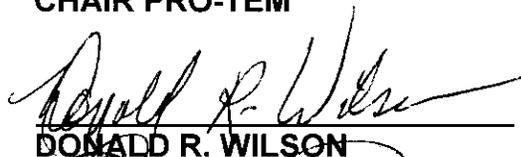


DAVID G. SCHNYER,
CHAIRPERSON



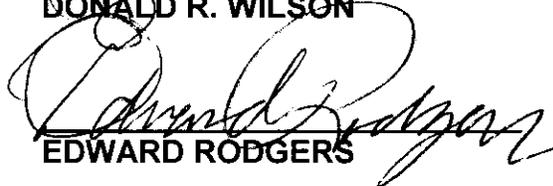
SYLVIA LEE BLUE,
CHAIR PRO-TEM

(MUNICIPAL SEAL)



DONALD R. WILSON

ATTEST:



EDWARD RODGERS

CARRIE E. WARD, CMC/AAE
CITY CLERK



ELIZABETH "LIZ" WADE
COUNCIL MEMBERS

MOTIONED BY: S. Blue

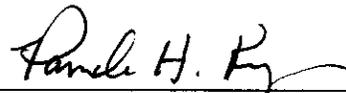
SECONDED BY: E. Wade

D. SCHNYER Aye

REVIEWED AS TO LEGAL SUFFICIENCY

S. BLUE Aye

D. WILSON Aye



CITY ATTORNEY
CITY OF RIVIERA BEACH

E. RODGERS Aye

E. WADE Aye

DATE: 5/8/02

RESOLUTION NO. 88-02

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF RIVIERA BEACH, PALM BEACH COUNTY, FLORIDA, APPROVING THE ASSIGNMENT OF THE AGREEMENT BETWEEN THE CITY OF RIVIERA BEACH AND MAXCESS LIBRARY SYSTEMS, INC. TO AUTOGRAPHICS, INC., AND AUTHORIZING THE INTERIM FINANCE DIRECTOR TO PAY THE REMAINING SUM OF \$11,686.58 OF THE INITIAL CONTRACT TO THE ASSIGNEE, AUTOGRAPHICS, INC AS PER PAYMENT SCHEDULE FROM ACCOUNT NO. 001-1336-571-0-6404 AND PROVIDING AN EFFECTIVE DATE.

WHEREAS, Maxcess and the City entered into a contract on September 19, 2001 for purchase of computer software for an integrated Library Automated System, (hereinafter referred to as "Contract") a copy of which is attached as Exhibit "A" and the terms of which are incorporated herein by reference; and

WHEREAS, subsequent to the execution of the Contract, Maxcess sold to Auto-graphics the software which is the subject matter of the Contract; and

WHEREAS, the City has paid approximately \$36,144.03 towards the purchase price of the software; and

WHEREAS, Auto-graphics is desirous of obtaining all rights, title, and interest in, to and under the Contract and is ready, willing and able to perform all remaining obligations under said contract; and

WHEREAS, Auto-graphics agrees that the City has paid \$36,144.03 towards the purchase price of the software, and agrees to credit the City for payment of this amount. Auto-graphics shall receive from the City only the remaining sum \$11,686.58 due under the Contract; and

WHEREAS, Maxcess is desirous of assigning said Contract; and

WHEREAS, Maxcess and Auto-graphics hereby acknowledge that such assignment is dependent upon approval by the City Council of the City of Riviera Beach.

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

Section 1: The City Council accepts the assignment of the contract
Between the City of Riviera Beach and Maxcess Library System, Inc. to
Auto-graphics, Inc., and agrees to allow Auto-graphics to perform under the
Original contract between the City and Maxcess.

Section 2: The Mayor and Interim Finance Director are authorized to make
the remaining payment of \$11,686.58 for same under Account Number
001-1336-571-0-6404.

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

PASSED and APPROVED this 15 day of May 2002.

APPROVED:

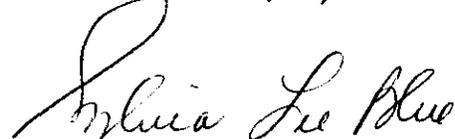


MICHAEL D. BROWN, MAYOR



DAVID G. SCHNYER, CHAIR PERSON

(MUNICIPAL SEAL)



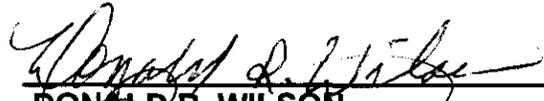
SYLVIA LEE BLUE, CHAIR PRO-TEM

ATTEST:



CARRIE E. WARD, CMC/AAE

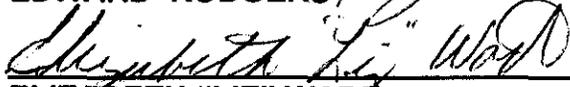
CITY CLERK



DONALD R. WILSON



EDWARD RODGERS



ELIZABETH "LIZ" WADE

COUNCIL MEMBERS

PAGE 3
RESOLUTION NO: 88-02

MOTIONED BY: S. Blue

SECONDED BY: D. Wilson

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: _____

[AGS:jb]Maxcess30502]

AGREEMENT FOR ASSIGNMENT OF CONTRACT

THIS AGREEMENT FOR ASSIGNMENT OF CONTRACT (the "Agreement") is made and entered into as of this eighth day of April, 2002, by and between Maxcess Corporation, a Maryland company, located at 6305 Ivy Lane, Suite 720, Greenbelt, Maryland 20770, (hereinafter referred to as "Assignor") and Auto-Graphics, Inc., a company of California, located at 3201 Temple Avenue, Pomona, California, 91768, (hereinafter referred to as "Assignee") is hereby entered into for the assignment of a particular contract between Assignor and the City of Rivera Beach, a municipal corporation, located at 600 West Blue Heron Boulevard, Riviera Beach, Florida 33404 (hereinafter referred to as "City").

WHEREAS, Assignor and the City entered into a contract on September 19, 2001 for purchase of computer software for an integrated Library Automated System, (hereinafter referred to as "Contract") a copy of which is attached as Exhibit "A" and the terms of which are incorporated herein by reference; and

WHEREAS, subsequent to the execution of the Contract, Assignor sold to the Assignee the software which is the subject matter of the Contract; and

WHEREAS, the City has paid to Assignor approximately \$36,000.00 towards the purchase price of the software; and

WHEREAS, Assignee is desirous of obtaining all rights, title, and interest in, to and under the Contract and is ready, willing and able to perform all remaining obligations under said Contract; and

WHEREAS, Assignee hereby acknowledges that the City has paid \$36,000.00 towards the purchase price of the software and agrees to credit the City for payment of this amount. Assignee shall receive from the City only the remaining sums due under the Contract; and

WHEREAS, Assignor is desirous of assigning said Contract; and

WHEREAS, Assignor and Assignee hereby acknowledge that such assignment is dependent upon approval by the City Council of the City of Riviera Beach.

IT IS HEREBY AGREED as follows:

1. The above recitals are true and correct and are hereby made a part of this Agreement.
2. In consideration of the payment of TEN and NO/100 (\$10.00) dollars in hand paid this day and other good and valuable consideration, receipt and sufficiency of which are hereby acknowledged, Assignor does hereby sell, assign, transfer and set over, unto Assignee, its successors, legal representatives and assigns, the entire right, title and interest in, to and under the Contract, renewals and continuations thereof, reissues and extensions thereof, and does hereby authorize the transfer and/or assignment of the Contract to the said Assignee, its successors, legal representatives and assigns, in accordance with the terms of this Agreement.
3. Assignor covenants that it has the full right and authority to convey the entire interest herein assigned, and that it has not executed and will not execute, any contract and/or agreement in conflict herewith.

4. Assignor further covenants and agrees that it will communicate to Assignee, its successors, legal representatives and assigns, any facts known to it respecting the Contract, and testify in any legal proceeding, sign all lawful papers, execute all divisional, continuing and reissue applications, make all rightful oaths and generally do everything possible to aid Assignee, its successors, legal representatives and assigns, to obtain and enforce proper protection for the Contract at the reasonable expense of the Assignee.

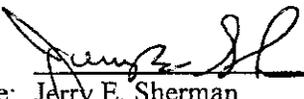
5. Assignee agrees to be bound to Assignor's obligations under Exhibit "A".

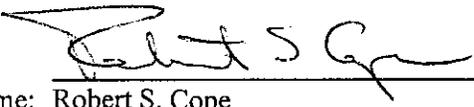
6. Assignee hereby acknowledges that this assignment does not modify the Contract in any manner, way, shape or form including, but not limited to, the price set forth in the Contract and the software and services to be provided pursuant to the terms of the Contract, except as modified herein per this agreement.

IN WITNESS WHEREOF, the parties have executed this Agreement as of the day and year first above written.

ASSIGNOR: Maxcess Corporation

ASSIGNEE: Auto-Graphics, Inc.

By: 
Name: Jerry E. Sherman
Title: President

By: 
Name: Robert S. Cope
Title: President

RESOLUTION NO 89-02

A RESOLUTION OF THE CITY OF RIVIERA BEACH, PALM BEACH COUNTY, FLORIDA, AUTHORIZING MAYOR AND CITY CLERK TO EXECUTE AND SUBMIT A GRANT TO THE FLORIDA INLAND NAVIGATION DISTRICT REQUESTING FUNDS IN THE AMOUNT OF \$40,000 FROM THE FLORIDA INLAND NAVIGATION DISTRICT WATERWAYS ASSISTANCE PROGRAM TO RENOVATE THE CITY MARINA'S RESTROOMS AND SHOWERS PROVIDING AN EFFECTIVE DATE

WHEREAS, the Florida Inland Navigation District (FIND) administers a Waterways Assistance Program that provides assistance to alleviate the problems associated with its waterways; and

WHEREAS, the City of Riviera Beach is applying for assistance from FIND to renovate the City Marina's restrooms and showers in the amount of \$40,000; and

WHEREAS, FIND requires \$40,000 in matching funds. . Total cost of the project is \$80,000.

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

SECTION 1. That the Mayor and City Clerk are authorized to sign a matching grant application, Attachment E-6 Resolution for Assistance, on behalf of the City to the FIND's Waterways Assistance Program.

SECTION 2. That once the application is approved, the Finance Director is authorized to set up a budget of \$80,000 for this project of which \$40,000 will be reimbursed by the FIND.

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

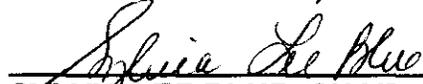
PASSED AND APPROVED this 15th day of May, 2002

APPROVED:

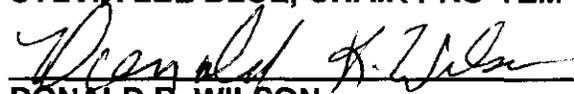

MICHAEL D. BROWN, MAYOR

[MUNICIPAL SEAL]


DAVID G. SCHNYER, CHAIRPERSON


SYLVIA LEE BLUE, CHAIR PRO-TEM

ATTEST:


DONALD R. WILSON


CARRIE E. WARD, CMC/AAE
CITY CLERK


ELIZABETH "LIZ" WADE


EDWARD RODGERS
COUNCIL MEMBERS

MOTIONED BY: E. Wade

SECONDED BY: D. Wilson

D. SCHNYER Aye

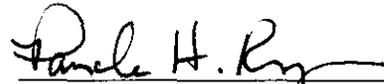
S. BLUE Aye

D. WILSON Aye

E. WADE Aye

E. RODGERS Aye

REVIEWED AS TO LEGAL SUFFICIENCY


CITY ATTORNEY
CITY OF RIVIERA BEACH

DATE: 5/8/02

RESOLUTION NO. 90-02

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF RIVIERA BEACH, PALM BEACH COUNTY, FLORIDA, AUTHORIZING THE MAYOR AND CITY CLERK TO RELEASE CODE ENFORCEMENT LIEN ON PROPERTY LOCATED AT 1653 W. 27TH STREET #D, TIMBER PINE WEST UNIT D BLDG. 5, a/k/a TH PT OF LT 15, ALLISON PARK, RIVIERA BEACH FOR VIOLATIONS THAT ARE IN COMPLIANCE FOR THE AMOUNT OF \$5,000.00; AUTHORIZING THE MAYOR AND CITY CLERK TO ISSUE A RELEASE OF LIEN ON SAID PROPERTIES; AND PROVIDING AN EFFECTIVE DATE.

WHEREAS, property located at 1653 W. 27TH Street #D was found to be in violation of the City's Code of Ordinances on August 12, 1999, pursuant to Case No. CEB 99-195 dated December 8, 1999; and

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

WHEREAS, Case No. CEB 99-195 was complied by the Code Enforcement Division; and

WHEREAS, City staff recommends an offer of settlement with Robert G. Dukes in the amount of \$5,000.00; and

WHEREAS, there is a water and sewer lien due in the amount of \$303.78 on the above property; and

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

WHEREAS, the City Council finds, it in the best interest of the City to release the liens on the subject properties.

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

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

Section 2. The City Council hereby accepts the sum of \$5,000.00 as consideration for the release of liens hereby granted on the subject property.

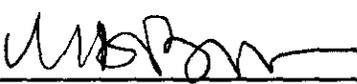
Section 3. This settlement does not include the outstanding water and sewer lien.

Section 4. The Mayor and the City Clerk are authorized to execute a release of lien on the subject property upon payment in full of the aforementioned amount. The amount shall be paid within thirty (30) days of approval or this resolution shall become null and void.

Section 4. This resolution shall take effect immediately upon its passage and adoption.

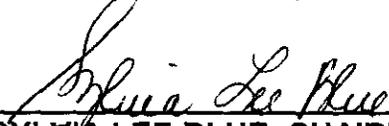
PASSED and APPROVED this 15 day of May, 2002.

APPROVED:


MICHAEL D. BROWN, MAYOR


DAVID G. SCHNYER, CHAIRPERSON

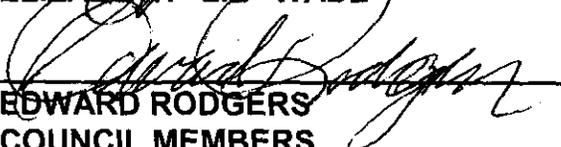
{MUNICIPAL SEAL}


SYLVIA LEE BLUE, CHAIRPRO-TEM

ATTEST:


DONALD R. WILSON


CARRIE E. WARD, CMC/AAE
CITY CLERK


ELIZABETH "LIZ" WADE

EDWARD RODGERS
COUNCIL MEMBERS

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

City Attorney
City of Riviera Beach

Date: _____