

RESOLUTION NO. 121-02

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF RIVIERA BEACH, PALM BEACH COUNTY, FLORIDA, AUTHORIZING THE USE OF \$5,000 FROM THE LAW ENFORCEMENT TRUST FUND AS RECOMMENDED BY THE POLICE CHIEF; AUTHORIZING THE FINANCE DIRECTOR TO APPROPRIATE FUND BALANCE IN THE LAW ENFORCEMENT TRUST FUND IN THE AMOUNT OF \$5,000.00 AND TRANSFERRING SAID FUNDS TO THE GENERAL FUND POLICE DEPARTMENT TRAVEL ACCOUNT NUMBER 001-0817-521-0-4001, TO SPONSOR A TEAM OF YOUTH FROM THE RECREATION DEPARTMENT TO THE 17<sup>TH</sup> NATIONAL CONFERENCE ON PREVENTING CRIME IN THE BLACK COMMUNITY; AND PROVIDING AN EFFECTIVE DATE.

**WHEREAS**, The Recreational Department made a request for funding youth to attend the 17<sup>th</sup> National Conference on Preventing Crime in the Black Community; and

**WHEREAS**, the Chief of Police and the City Manager approved the sponsorship of this program to be paid from the Law Enforcement Trust Account; and

**WHEREAS**, the Chief of Police requests that City Council approve that this sponsorship be paid from the Law Enforcement Trust Account..

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

**SECTION 1.** The City Council approve payment for the Recreational Department attendance at the 17<sup>th</sup> National Conference on Preventing Crime in the Black Community.

**SECTION 2.** The City Council approves appropriating fund balance in the Law Enforcement Trust Fund Account Number 150-00-399999 in the amount of \$5,000.00, and transferring to the General Fund Police Department Travel Account Number 001-0817-521-0-4001.

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

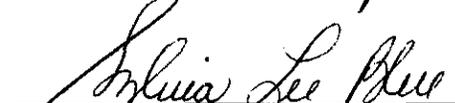
PASSED AND APPROVED this 17th day of July, 2002.

APPROVED:

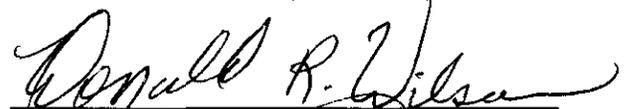
  
MICHAEL D. BROWN, MAYOR

  
DAVID G. SCHNYER, CHAIRPERSON

ATTEST:

  
SYLVIA LEE BLUE, CHAIR PRO-TEM

[MUNICIPAL SEAL]

  
DONALD B. WILSON

  
EDWARD RODGERS

  
CARRIE E. WARD, CMC/AAE  
CITY CLERK

  
ELIZABETH "LIZ" WADE  
COUNCIL MEMBERS

MOTIONED BY: E. Wade

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: \_\_\_\_\_

RESOLUTION NO. 122-02

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 BILL OF SALE ON BEHALF OF THE CITY TO LIEUTENANT RICHARD SESSA FOR THE POLICE K-9 GERMAN SHEPHERD DOG NAMED "CHIP".

**WHEREAS**, the dog has served the City's Police Department with pride and distinction since 1994, and now deserves to serve his remaining years in the company of Lieutenant Sessa and his family; and

**WHEREAS**, Chief Williams recommends that the Police K-9 German Shepherd dog named "Chip", be retired from active service due to his age, declining health, and his inability to continue his training on a weekly basis in order to perform his duties; and

**WHEREAS**, the City's standard practice has been that when a K-9 dog retires, the dog is sold to his handler for the sum of one dollar (\$1.00).

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

**Section 1:** That the Mayor and the City Clerk are hereby authorized to execute a Bill of Sale to Lieutenant Richard Sessa, for one (1) German Shepherd dog named "Chip".

**Section 2:** That a copy of said Bill of Sale is attached hereto and made a part of this Resolution.

**Section 3:** That this Resolution shall take effect upon its passage and Approval.

**PASSED and APPROVED this** 17th **day of** July, **2002.**

RESOLUTION NO. 122-02  
PAGE - 2 -

APPROVED:

Michael D. Brown  
MICHAEL D. BROWN, MAYOR

David G. Schnyer  
DAVID G. SCHNYER, CHAIRPERSON

ATTEST:

Sylvia Lee Blue  
SYLVIA LEE BLUE  
CHAIRPERSON PRO-TEM

[ MUNICIPAL SEAL]

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

Donald R. Wilson  
DONALD R. WILSON

Edward Rodgers  
EDWARD RODGERS

Elizabeth "Liz" Wade  
ELIZABETH "LIZ" WADE  
Council Members

MOTIONED BY: E. Wade

SECONDED BY: D. Wilson

D. SCHNYER aye

S. BLUE aye

D. WILSON aye

E. RODGERS aye

E. WADE aye

REVIEWED AS TO LEGAL SUFFICIENCY

Letitia Smith  
Ass't. CITY ATTORNEY

CITY OF RIVIERA BEACH

DATE: 7/10/02

## BILL OF SALE

This BILL OF SALE executed this 17 day of July, 2002, by the City of Riviera Beach, Palm Beach County, Florida, a municipal corporation of the State of Florida, hereinafter referred to as "the City" for and in consideration of the sum of one dollar (\$1.00) and other good and valuable consideration, in hand, paid to the City, the receipt of which is hereby acknowledged, hereby sells, transfers, and conveys to Richard Sessa, a Lieutenant with the City of Riviera Beach, hereinafter referred to as "Lieutenant," one German Shepherd dog named "Chip" of black and tan color, hereinafter referred to as "the dog."

The City further agrees to transfer to Lieutenant, copies of any and all documents pertaining to the dog.

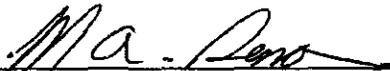
The City covenants with Lieutenant that the City is the lawful owner of said dog, and that the dog is free from all liens, encumbrances, claims, demands, and charges.

Lieutenant understands and acknowledges that the dog was used in the K-9 unit and specially trained for drug detection and other related criminal activity. Lieutenant agrees to accept the dog in an "as is" condition. From the date of this sale, Lieutenant accepts sole responsibility for the actions of the dog.

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IN WITNESS WHEREOF, the parties have hereto set their hands  
and seal the day and year written above.

SIGNED, SEALED AND DELIVERED in our presence:

  
\_\_\_\_\_  
LIEUTENANT RICHARD SESSA

\_\_\_\_\_  
WITNESS

\_\_\_\_\_  
WITNESS

CITY OF RIVIERA BEACH

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

ATTEST:

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

RESOLUTION NO. 123-02

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF RIVIERA BEACH, PALM BEACH COUNTY, FLORIDA, APPROVING THE BID AWARD TO ENVIRONMENTAL PIPELINE REHABILITATION, INC., THE LOWEST RESPONSIVE BIDDER, FOR THE 20-INCH DIAMETER POTABLE WATER TRANSMISSION LINE CONNECTION IN THE AMOUNT OF \$321,880.00.

**WHEREAS**, R.C.T. Engineering, Inc. (R.C.T.) conducted a bid evaluation and, in their opinion, Environmental Pipeline Rehabilitation, Inc., submitted the lowest satisfactory responsive bid for the 20-inch diameter Potable Water Transmission Line Connection in the amount of \$321,880.00; and

**WHEREAS**, the City of Riviera Beach City Council approves the lowest responsive bid proposal by Environmental Pipeline Rehabilitation, Inc.; and

**WHEREAS**, Environmental Pipeline Rehabilitation, Inc. met the City's requirement of 15% participation in the Minority Business Enterprises (MWBEE) to participate in and perform projects financed with City funds; and

**WHEREAS**, staff recommends that City Council approve the bid award to Environmental Pipeline Rehabilitation, Inc. for the 20-inch diameter Potable Transmission Line Connection to boost the water pressure in the western area of the City.

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

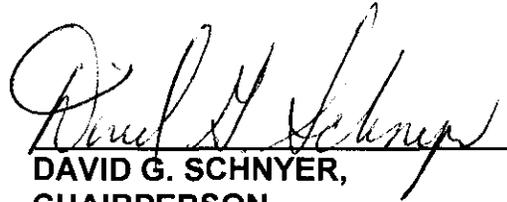
**Section 1:** That the City Council hereby accepts the bid in the amount of \$321,880.00.

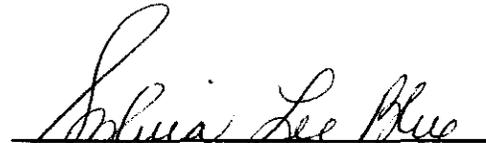
**Section 2:** This Resolution shall take effect upon its passage and adoption by the City Council.

**PASSED AND APPROVED THIS 17th DAY OF JULY, 2002**

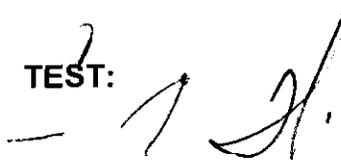
APPROVED:

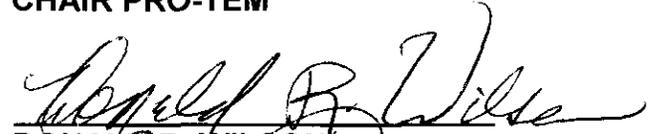
  
MICHAEL D. BROWN,  
MAYOR

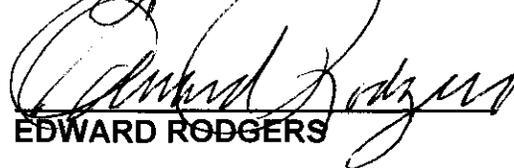
  
DAVID G. SCHNYER,  
CHAIRPERSON

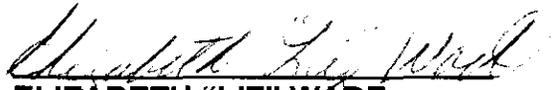
  
SYLVIA LEE BLUE,  
CHAIR PRO-TEM

(MUNICIPAL SEAL)

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

  
DONALD R. WILSON

  
EDWARD RODGERS

  
ELIZABETH "LIZ" WADE  
COUNCIL MEMBERS

MOTIONED BY: E. Wade

SECONDED BY: D. Wilson

D. SCHNYER aye

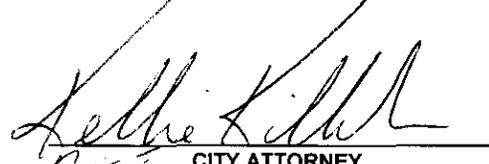
S. BLUE aye

D. WILSON aye

E. RODGERS aye

E. WADE aye

REVIEWED AS TO LEGAL SUFFICIENCY

  
FELICE KILDUFF  
CITY ATTORNEY  
CITY OF RIVIERA BEACH

DATE: 7/10/02

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF RIVIERA BEACH, PALM BEACH COUNTY, FLORIDA, APPROVING THE PURCHASE OF MICROSOFT SOFTWARE LICENSES FROM SOFTWARE HOUSE INTERNATIONAL (SHI) IN THE AMOUNT OF \$33,658; AUTHORIZING THE MAYOR AND CITY CLERK TO EXECUTE A CONTRACT WITH SHI FOR SUCH PURPOSE, AND ALSO AUTHORIZING STAFF TO PURCHASE ADDITIONAL MICROSOFT SOFTWARE LICENSES ON AN AS NEEDED BASIS FROM SHI UNDER THE SAME TERMS AND CONDITIONS AS SET FORTH IN THE CONTRACT; AUTHORIZING THE INTERIM FINANCE DIRECTOR TO MAKE PAYMENT FROM ACCOUNT 001-0243-5130-4601; AND PROVIDING AN EFFECTIVE DATE.

**WHEREAS**, we currently have a computer system that serves 400 employees on site and over a dozen off-site City owned buildings, and the computer systems require several different Microsoft software licenses; and

**WHEREAS**, the City needs to comply with Microsoft software licensing requirements, and the City also requires additional new and upgrade software licenses for its imminent upgrade from Windows NT Server to the Windows 2000 Server platform; and

**WHEREAS**, SHI is an authorized Microsoft Large Account Reseller and provides discount pricing on Microsoft software licenses ordered via Florida State Contract #255-001-01-1.

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

**Section 1.** The City Council authorizes the purchase of various Microsoft software licenses from SHI in the amount of \$33,658 and any additional software licenses needed upon the same terms and conditions as set forth in the contract.

**Section 2.** The City Council authorizes the Mayor and City Clerk to execute the Materials contract attached hereto.

**Section 3.** The Interim Finance Director is authorized to pay SHI for software licenses from account 001-0243-5130-4601 (Repair & Maintenance Contract).

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

**PASSED AND APPROVED** this 17th day of July, 2002

APPROVED:

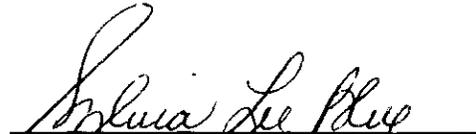


MICHAEL D. BROWN  
MAYOR



DAVID G. SCHNYER  
CHAIRPERSON

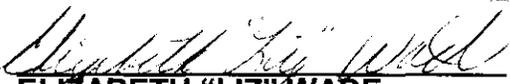
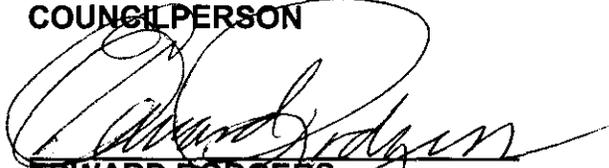
(MUNICIPAL SEAL)

  
SYLVIA LEE BLUE  
CHAIR PRO-TEM

ATTEST:



CARRIE E. WARD, CMC/AE  
CITY CLERK

  
DONALD R. WILSON  
COUNCILPERSON  
ELIZABETH "LIZ" WADE  
COUNCILPERSON  
EDWARD RODGERS  
COUNCILPERSON

MOTIONED BY: E. Wade

SECONDED BY: D. Wilson

D. SCHNYER aye

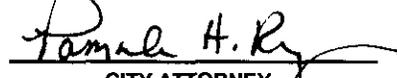
S. BLUE aye

D. WILSON aye

E. WADE aye

E. RODGERS aye

REVIEWED AS TO LEGAL SUFFICIENCY

  
PAMELA H. RY  
CITY ATTORNEY  
CITY OF RIVIERA BEACH

DATE: 7/17/02

## MATERIALS CONTRACT

**THIS AGREEMENT** made and entered into this 15<sup>TH</sup> day of July, 2002 by and between **Software House International**, hereinafter referred to as "**Independent Contractor**," whose mailing address is 2 Riverview Drive, Somerset, NJ 08873 and the **City OF RIVIERA BEACH, FLORIDA**, a municipal corporation, hereinafter referred to as "**City**," whose address is 600 West Blue Heron Boulevard, Riviera Beach, Florida, 33404.

**WHEREAS**, the State of Florida posted an Invitation to Bid, to wit, Bid No.: 255-001-01-1, hereinafter the "Bid" for Computer Software, the terms of which are incorporated herein by reference; and

**WHEREAS**, Independent Contractor was the successful responsible bidder; and

**WHEREAS**, the Bid allowed for and encouraged the successful bidder to extend such terms and conditions to other governmental agencies; and

**WHEREAS**, Independent Contractor desires to extend such to the City.

In consideration of the mutual covenants and promises set forth herein, the parties to this agreement do hereby agree as follows:

1. Independent Contractor agrees to be bound by all the terms and conditions as set forth in the Bid.
2. To the extent that there exists a conflict between the Bid and this Agreement, the terms, conditions, covenants, and/or provisions of this Agreement shall prevail. Wherever possible, the provisions of such documents shall be construed in such a manner as to avoid conflicts between provisions of the various documents.
3. That the City does hereby retain the services of the Independent Contractor for the purpose of Florida State Contract 255-001-01-1 as set forth more fully in Exhibit "A" attached hereto and incorporated herein by reference.
4. All materials to be purchased under the terms of this Agreement shall be delivered to the City no later than thirty (30) days after receipt of official notice to supply such materials, the timely delivery of said materials being essential conditions of this agreement.
5. The City agrees to compensate the Independent Contractor in accordance with the fee proposal as set forth in Exhibit "A". The total and cumulative amount of this Agreement shall not exceed the amount of funds annually budgeted for these material. The City shall not reimburse the Independent Contractor for any travel costs incurred as a direct result of the Independent Contractor providing deliverables to the City in pursuance of the scope of work contained in Exhibit "A".
6. Independent Contractor hereby represents that it has complied and shall continue to comply with all applicable Federal and State statutes and local ordinances. Further, Independent Contractor shall be solely responsible for obtaining and complying with all necessary permits, approvals and authorizations, required for the furnishing of materials pursuant to the terms of this Agreement from any federal, state, regional, county, or city agency.
7. The Independent Contractor represents that it has, or will secure at its own expense, all necessary personnel, equipment and materials required to provide the materials as set forth in this Agreement. Such personnel shall not be employees of or have any contractual relationship with the City.

8. All of the services required hereunder shall be performed by the Independent 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.

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

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

12. The City is exempt from payment of Florida State Sales and Use Taxes. The City will sign an exemption certificate submitted by the Independent Contractor. The Independent 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 Independent Contractor authorized to use the City's Tax Exemption Number in securing such materials.

13. Prior to execution of this Agreement by the City the Independent 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 Independent Contractor has obtained insurance of the type, amount, and classification as required for strict compliance with this 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 Independent Contractor of its liability and obligations under this Agreement.

14. The Independent Contractor shall maintain, during the life of this Agreement, commercial general liability, including contractual liability insurance in the amount of \$500,000 per occurrence to protect the Independent 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 Agreement, whether such operations be by the Independent Contractor or by anyone directly employed by or contracting with the Independent Contractor.

15. The Independent Contractor shall maintain, during the life of this Agreement, comprehensive automobile liability insurance in the minimum amount of \$500,000 combined single limit for bodily injury and property damages liability to protect the Independent 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 Independent Contractor or by anyone directly or indirectly employed by the Independent Contractor.

16. The Independent Contractor shall maintain, during the life of this Agreement, 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.

17. All insurance, other than Professional Liability and Workers' Compensation, to be maintained by the Independent Contractor shall specifically include the City as an "Additional Insured."

18. The Independent 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 causes of-action which may arise from any negligent act or omission of the Independent Contractor, its agents, servants, or employees in the performance of services under this Agreement.

19. The Independent 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 Independent 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.

20. The Independent 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 Independent 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 Independent Contractor's request, the City shall consider the facts and extent of any failure to perform the work and, if the Independent Contractor's failure to perform was without it or its subcontractors fault or negligence, as determined by the City, the Agreement Schedule and/or any other affected provision of this Agreement 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 Independent Contractor is delayed at any time in the process of the work by any act or neglect of the City or its employees, or by any other contractor employed by the City, or by changes ordered by the City or in an unusual delay in transportation, unavoidable casualties, or any causes beyond the Independent Contractor's control, then the time of completion shall be extended for any reasonable time the City may decide. In the case of continuing cause of delay, only one (1) claim is necessary.

21. The Independent Contractor does not have the power or authority to bind the City in any promise, agreement or representation other than as specifically provided for in this Agreement.

22. The City reserves the right to make changes in the scope of work, including alterations, reductions therein or additions thereto. Upon receipt by the Independent Contractor of the City's notification of a contemplated change, the Independent 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 Independent Contractor's ability to meet the completion dates or schedules of this Agreement. If the City so instructs in writing, the Independent Contractor shall suspend work on that portion of the work affected by a contemplated change, pending the City's decision to proceed with the change.

23. If the City elects to make the change, the City shall initiate an Agreement Amendment and the Independent Contractor shall not commence work on any such change until such written amendment is signed by the Independent Contractor and approved and executed by the City Manager for the City.

24. All materials and/or work to be furnished and/or installed by the Independent Contractor under this Agreement shall be guaranteed by the Independent Contractor for a period of one (1) year from the date of final acceptance thereof by the City against defects in design, workmanship, or materials. Upon receipt of notice from the City of failure or defect of any part covered under such warranty/guaranty period, the affected part, parts, or materials shall be replaced promptly with new parts or materials by the Independent Contractor at no expense to the City. In the event the Independent Contractor fails to make the necessary repairs or replacements within 30 days after notification by the City, the City may accomplish the work and/or replace the materials at the expense of the Independent Contractor.

25. Until acceptance of the materials by the City, said materials shall be under the charge and care of the Independent Contractor and the Independent Contractor shall take every necessary precaution against injury or damage to such by the action of elements or from any other cause whatsoever, and the Independent Contractor shall repair, restore and make good, without additional charge any work and/or damage occasioned by any of the above causes before its acceptance by the City.

26. This Agreement and any dispute, disagreement, or issue of construction or interpretation arising hereunder whether relating to its execution, its validity, the obligations provided herein, 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 Agreement will be held in Palm Beach County.

27. 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.

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

29. Time is of the essence in all respects under this agreement.

30. 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.

**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.

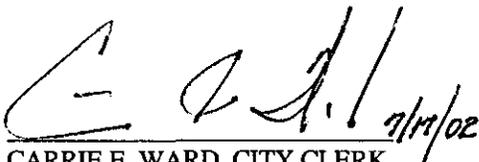
CITY OF RIVIERA BEACH

SOFTWARE HOUSE INTERNATIONAL

BY:   
MICHAEL D. BROWN  
MAYOR

BY:   
THAI LEE  
PRESIDENT/CEO

ATTEST:

  
CARRIE E. WARD, CITY CLERK  
CMC/AAE

(SEAL)

APPROVED AS TO FORM AND  
LEGAL SUFFICIENCY

APPROVED AS TO TERMS AND  
CONDITIONS

BY:   
PAMALA H. RYAN  
CITY ATTORNEY

BY: \_\_\_\_\_  
DEPARTMENT DIRECTOR

DATE: 7/7/02

## Exhibit A

**SHI**

software house international

Pricing Proposal  
Quotation #: 299468  
Quote Valid Until: 7/31/2002**City of Rivera Beach****SHI Account Exec****Carl Chandler**

Phone: 561-845-4028

Fax:

**David Milewski**2 Riverview Drive  
Somerset, NJ 08873  
Phone: 800-543-0432  
Fax: 732-868-6055

All Prices are in US Dollar (USD)

	Product	Qty	Your Price	Total
1	Windows Xp Professional Mfg Part#: E85-00086 Note: Shrinkwrap	1	289.36	289.36
2	Windows XP Professional XP English Upgrade - License Only Mfg Part#: E85-00345	1	121.03	121.03
3	Office XP for 32-Bit Windows English - License Only Mfg Part#: 021-04920	1	245.56	245.56
4	Office for 32-Bit Windows English Upgrade Advantage - License Only Mfg Part#: 021-00996	1	185.79	185.79
5	Office Professional XP for 32-Bit Windows English - License Only Mfg Part#: 269-04652	1	295.62	295.62
6	Office Professional for 32-Bit Windows English Upgrade Advantage - License Only Mfg Part#: 269-00752	1	233.03	233.03
7	Project 2002 for 32-Bit Windows English - License Only Mfg Part#: 076-02393	1	313.75	313.75
8	Project for 32-Bit Windows English Upgrade Advantage - License Only Mfg Part#: 076-00306	1	167.82	167.82
9	Project Professional 2002 English - License Only Mfg Part#: H30-00230	1	522.80	522.80
10	Windows 2000 CAL English - License Only Mfg Part#: C78-00113	1	18.86	18.86
11	Windows 2000 CAL English Upgrade Advantage - License Only Mfg Part#: C78-00116	1	15.96	15.96
12	Exchange Client Access License 2000 English - License Only Mfg Part#: 381-01445	1	42.56	42.56
13	Exchange Client Access License English Upgrade Advantage - License Only Mfg Part#: 381-00235	1	35.71	35.71
14	SQL Client Access License 2000 English - License Only Mfg Part#: 359-00608	1	94.79	94.79
15	SQL Client Access License English Upgrade Advantage - License Only Mfg Part#: 359-00133	1	77.42	77.42

Total 2,660.06

**Additional Comments**

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MS Contract # 255-001-01-01  
CD Media is sold separately for \$17.71

RESOLUTION NO. 125-02

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF RIVIERA BEACH, PALM BEACH COUNTY, FLORIDA, AUTHORIZING THE MAYOR AND CITY CLERK TO ENTER INTO AN AGREEMENT WITH ADVANCED TECHNICAL AND EDUCATIONAL CONSULTANTS, INC., 1200 SOUTH FEDERAL HIGHWAY, BOYNTON BEACH, FLORIDA 33435, TO PROVIDE FOR THE EDUCATION AND TRAINING OF STUDENTS IN THE PARAMEDIC AND EMT PROGRAMS; AND PROVIDING AN EFFECTIVE DATE; AND FOR OTHER PURPOSES.

**WHEREAS**, Advanced Technical and Educational Consultants Inc. has undertaken, educating and training students in the Paramedic and EMT Programs; and

**WHEREAS**, Advanced Technical and Educational Consultants Inc. programs shall be as defined in Florida State Statute Chapter 401 and Administrative Code 64E-2.036 Training Program; and

**WHEREAS**, the City of Riviera Beach, Palm and Advanced Technical and Educational Consultants Inc. desire to enter into an agreement for the education and training of students in the Paramedic and EMT Programs.

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

**Section 1:** The Mayor and City Clerk are authorized to execute an agreement with Advance Technical and Educational Consultants Inc. to provide for the education and training of students in the Paramedic and EMT Programs.

**Section 2:** A copy of agreement is attached hereto and made part thereof.

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

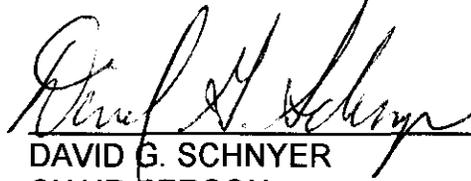
**PASSED and APPROVED this 17th day of July, 2002.**

RESOLUTION NO. 125-02

PAGE 2

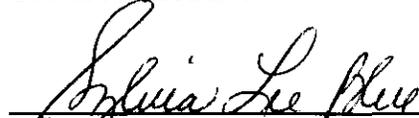


MICHAEL D. BROWN,  
MAYOR

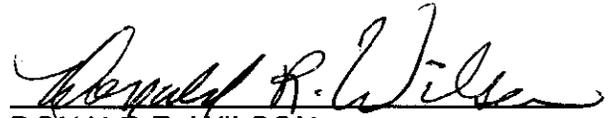


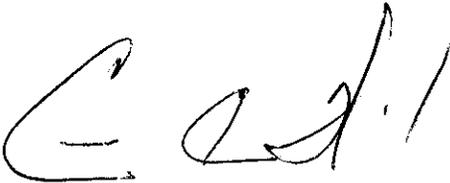
DAVID G. SCHNYER  
CHAIR PERSON

(MUNICIPAL SEAL)

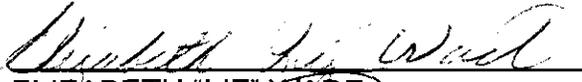
  
SYLVIA LEE BLUE  
CHAIR PRO-TEM

ATTEST:

  
DONALD R. WILSON  
COUNCIL PERSON



CARRIE, WARD, CMC/AE  
CITY CLERK

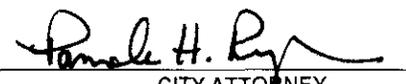
  
ELIZABETH "LIZ" WADE  
COUNCIL PERSON

  
EDWARD RODGERS  
COUNCIL PERSON

MOTIONED BY: D. Wilson

SECONDED BY: E. Wade

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

REVIEWED AS TO LEGAL SUFFICIENCY  
  
CITY ATTORNEY  
CITY OF RIVIERA BEACH  
DATE: 7/5/02

## AGREEMENT

This Agreement, made and entered into on this 17 day of July, 2002, by and between The CITY of RIVIERA BEACH, 600 West Blue Heron Boulevard, Riviera Beach, Florida, 33404, hereinafter referred to as "FIRE RESCUE," and Advanced Technical and Educational Consultants Inc., 1200 South Federal Highway, Boynton Beach, Florida 33435, a private corporation under the laws of the State of Florida, hereinafter referred to as "ATEC, Inc."

Whereas, the parties hereto desire to enter into a contractual arrangement providing for the education and training of students in the Paramedic and Emergency Medical Technician (EMT) programs.

### **NOW THEREFORE, It Is Agreed Between The Parties As Follows:**

1. ATEC, Inc. has undertaken to educate and train students in the Paramedic and EMT programs.
2. The programs shall be under the auspice of ATEC, Inc. as defined in Florida State Statute 401 and Administrative Code 64E-2.036, Training Program.
3. This agreement shall continue for one (1) year and may be renewed annually by the mutual consent of both parties. This agreement may be terminated by either party with or without cause upon thirty (30) days prior written notice, but such termination shall not be effective as to the then enrolled students who shall have an opportunity to complete their program.

### **ATEC, Inc. Agrees To:**

1. ATEC, Inc. hereby represents that it has complied and shall continue to comply with all applicable Federal and State statutes and local ordinances. Further, ATEC, Inc. shall be solely responsible for obtaining and complying with all necessary permits, approvals and authorizations, required for the training programs which are the subject of this Agreement from any federal, state, regional, county, or city agency.
2. Ensure that students in the Paramedic and EMT program are subject to and comply with the rules and regulations of ATEC, Inc., and receive the training and certification

required by Florida State Statute 401.2701 and Administrative Code 64E-2.036, Training Program.

3. Adhere to the policy and procedures established by FIRE RESCUE to include Exposure Control Plan for Blood Borne Pathogens and all related Infectious Control Policies.

4. Consult with the FIRE RESCUE designee selecting clinical experiences for the students of the program. However, ATEC, Inc., acknowledges and hereby agrees that such clinical experiences shall ultimately be decided by FIRE RESCUE and as the circumstances may permit.

5. Provide a list of students and the dates for which such students are expected to participate in the clinical experiences to FIRE RESCUE.

6. ATEC, Inc., shall ensure that each student provides at his or her own expense the following:

- a. Uniforms
- b. Laundry service
- c. Transportation
- d. Meals
- e. Physical examination
- f. Required immunizations
- g. Hospital and medical treatment
- h. Personal/private accident insurance or evidence of such protection so as to include Professional liability insurance coverage of not less than \$1,000,000.00 per occurrence and \$3,000,000.00 aggregate. Such insurance shall specifically include FIRE RESCUE as an additional insured.

6. No student shall perform any procedure(s) on a patient unless such student has previously demonstrated sufficient competency at such procedure(s) so as to satisfy any federal, state, regional, county, city and/or educational requirement(s) for the performance of such procedure(s).

**FIRE RESCUE Agrees To:**

1. Provide the necessary facilities for clinical experiences for Paramedic and EMT instruction.

2. Cooperate in the assignments of the students at FIRE RESCUE with staff of ATEC, Inc. However, such assignments shall be in accordance with the City's established shifts, available qualified supervisory personnel and station availability.

3. Provide liaison between the FIRE RESCUE administrator and ATEC, Inc., Paramedic Program coordinator.

4. Provide for supervision at all times of students while participating in the clinical setting at FIRE RESCUE.

**Both Parties Agree To:**

1. No student shall in connection with this agreement or performance of services hereunder have a right to or claim for any wages, salary, or any other form of compensation, unemployment compensation, civil service or other employee rights, privileges and/or benefits granted by operation of law or otherwise. No student shall be deemed an employee of FIRE RESCUE, for any purpose, during the performance of services hereunder.

2. Neither party to this Agreement nor their respective officers, agents, representatives or employees shall be deemed to have assumed any liability for the negligent or wrongful acts or omissions of the other.

3. To the extent permitted by law, ATEC, Inc., shall indemnify and save harmless and defend FIRE RESCUE, its agents, servants, and employees from and against any and all claims, liability, losses, and/or causes of action which may arise from any negligent act or omission of ATEC, Inc., its students, agents, servants, or employees in the performance of services under this Contract. Nothing in this provision shall be construed as consent by FIRE RESCUE to be sued, nor as a waiver of sovereign immunity beyond the waiver provided in Section 768.28, Florida Statutes.

4. 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.

5. This Agreement and any dispute, disagreement, or issue of construction, declaration or interpretation arising hereunder whether relating to its execution, its validity, the

obligations provided herein, performance or breach shall be governed and interpreted according to laws of the State of Florida. Any and all action necessary to enforce the Agreement will be held in Palm Beach County, Florida. If any action, whether in law, equity or otherwise is brought for the interpretation or enforcement of this Agreement, or because of an alleged dispute, breach, default or misrepresentation in connection with any provision of this Agreement, the successful or prevailing party or parties shall be entitled to recover reasonable attorney's fees, court costs and all expenses (including taxes) even if not taxable as court costs (including, without limitation, all such fees, costs and expenses incident to appeals), incurred in that action or proceeding, in addition to any other relief to which such party or parties may be entitled.

6. FIRE RESCUE and ATEC, Inc., agree that this Agreement 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 Agreement may be added to, modified, superseded or otherwise altered, except by written instrument executed by the parties.

7. Failure of FIRE RESCUE to enforce or exercise any right(s) under this agreement shall not be deemed a waiver of FIRE RESCUE'S right to enforce or exercise said right(s) at any time thereafter.

8. This agreement shall not be construed more strongly against either party regardless of who was more responsible for its preparation.

**THE REMAINDER OF THIS PAGE INTENTIONALLY LEFT BLANK**

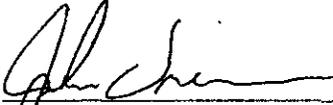
AGREEMENT WITH THE CITY OF RIVIERA BEACH

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

ATEC, INC.

BY:   
MICHAEL D. BROWN  
MAYOR

BY:   
NAME: John Treanor  
TITLE: EMS Program Director

ATTEST:

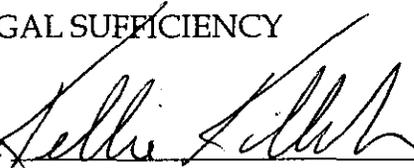
CARRIE E. WARD, CITY CLERK

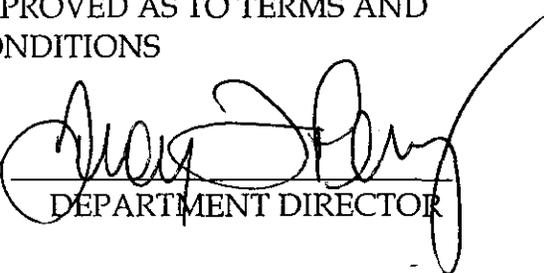
(SEAL)



APPROVED AS TO FORM AND  
LEGAL SUFFICIENCY

APPROVED AS TO TERMS AND  
CONDITIONS

BY:   
FOR PAMALA H. RYAN  
CITY ATTORNEY

BY:   
DEPARTMENT DIRECTOR

DATE: 7/8/02

RESOLUTION NO. 126-02

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF RIVIERA BEACH, PALM BEACH COUNTY, FLORIDA AUTHORIZING STAFF TO MOVE FORWARD IN REFUNDING THE WATERFRONT IMPROVEMENT REFUNDING BONDS SERIES 1992.

WHEREAS, the City's financial advisor, Public Financial Management, has advised staff that market conditions are favorable for the refunding of the Waterfront Improvement Refunding Bonds Series 1992; and

WHEREAS, the outstanding debt on these Bonds is approximately \$4.2 million and by refinancing the bonds, the City could realize a Net Present Value savings of approximately \$300,000; and

WHEREAS, the Series 1992 Bonds are callable on October 1, 2002 and a refunding is legally possible before that date.

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 staff to move forward in refinancing the Waterfront Improvement Refunding Bonds Series 1992.

SECTION 2. That this resolution shall take effect upon passage and adoption by the City Council.

PAGE 2

RESOLUTION NO. 126-02

PASSED AND ADOPTED this 17th day of July, 2002.

APPROVED:

Michael Brown  
MICHAEL BROWN, MAYOR

(MUNICIPAL SEAL)

David G. Schnyer  
DAVID G. SCHNYER, CHAIRPERSON

Sylvia Lee Blue  
SYLVIA LEE BLUE, CHAIR PRO-TEM

Donald R. Wilson  
DONALD R. WILSON

Elizabeth "Liz" Wade  
ELIZABETH "LIZ" WADE

Edward Rodgers  
EDWARD RODGERS  
COUNCILMEMBERS

ATTEST:

Elizabeth "Liz" Wade  
WARD, CMC/AE  
CITY CLERK

MOTIONED BY: S. Blue

REVIEWED AS TO LEGAL SUFFICIENCY

SECONDED BY: D. Wilson

D. SCHNYER aye

Pamela H. Ry  
CITY ATTORNEY

S. BLUE aye

CITY OF RIVIERA BEACH

D. WILSON aye

DATE: 7/5/02

E. WADE nay

E. RODGERS aye

**RESOLUTION NO. 127-02**

**A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF RIVIERA BEACH, PALM BEACH COUNTY, FLORIDA APPROPRIATING FUND BALANCE IN THE AMOUNT OF \$275,000 AND TRANSFERRING SAID FUNDS TO THE HUMAN RESOURCES LABOR RELATIONS CONTRACT SERVICES ACCOUNT NUMBER 001-0512-519-0-3101.**

**WHEREAS**, the City has been involved in several litigations that were not covered by our insurance carrier; and

**WHEREAS**, the attorney's fees were also paid as directed through the court system; and

**WHEREAS**, it is necessary to appropriate additional funds to pay future legal services as a result of labor negotiations and other ongoing litigations.

**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 appropriating fund balance in the Water and Sewer Fund account number 401-00-3999999 and transferring to the General Fund Labor Relations Contract Services account number 001-0512-519-0-3101 to cover these costs, which were budgeted in the general fund.

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

PAGE 2  
RESOLUTION NO. 127-02

PASSED AND ADOPTED this 17th day of July, 2002.

APPROVED:

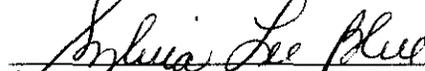


MICHAEL BROWN, MAYOR

(MUNICIPAL SEAL)



DAVID G. SCHNYER, CHAIRPERSON



SYLVIA LEE BLUE, CHAIR PRO-TEM



DONALD R. WILSON

ATTEST:



CARRIE E. WARD, CMC/AE  
CITY CLERK



ELIZABETH "LIZ" WADE



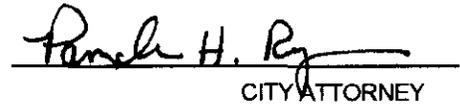
EDWARD RODGERS  
COUNCILMEMBERS

MOTIONED BY: D. Wilson

REVIEWED AS TO LEGAL SUFFICIENCY

SECONDED BY: S. Blue

D. SCHNYER aye



CITY ATTORNEY

S. BLUE aye

CITY OF RIVIERA BEACH

D. WILSON aye

DATE: 7/5/02

E. WADE aye

E. RODGERS aye

RESOLUTION NO. 128-02

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF RIVIERA BEACH, PALM BEACH COUNTY, FLORIDA ESTABLISHING A MAXIMUM MILLAGE RATE OF NINE POINT FIVE (9.5) MILLS FOR FISCAL YEAR 2002-2003.

WHEREAS, the City of Riviera Beach is required to establish a maximum millage rate before July 31, 2002; and

WHEREAS, establishment of this figure is necessary to move forward in the budget process.

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 establishes nine point five zero (9.5) mills as the maximum millage levy for fiscal year 2002-2003.

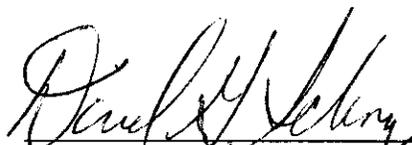
SECTION 2. That this resolution shall take effect upon passage and adoption by the City Council.

PASSED AND ADOPTED this 17th day of July, 2002.

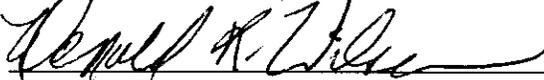
APPROVED:

  
\_\_\_\_\_  
MICHAEL BROWN, MAYOR

(MUNICIPAL SEAL)

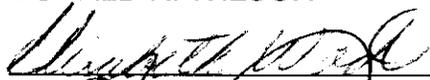
  
\_\_\_\_\_  
DAVID G. SCHNYER, CHAIRPERSON

  
\_\_\_\_\_  
SYLVIA LEE BLUE, CHAIR PRO-TEM

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

ATT T:

  
\_\_\_\_\_  
RIE E. WARD, CMC/AEE  
CITY CLERK

  
\_\_\_\_\_  
ELIZABETH WADE

  
\_\_\_\_\_  
EDWARD RODGERS  
COUNCILMEMBERS

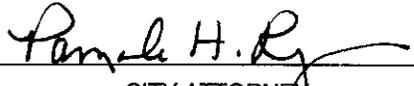
PAGE 2  
RESOLUTION NO. 128-02

MOTIONED BY: S. Blue

REVIEWED AS TO LEGAL SUFFICIENCY

SECONDED BY: D. Wilson

D. G. SCHNYER aye

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

SYLVIA LEE BLUE aye

D. R. WILSON aye

DATE: 7/3/02

E. WADE aye

E. RODGERS aye

RESOLUTION NO. 129-02

**A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF RIVIERA BEACH, PALM BEACH COUNTY, FLORIDA, AUTHORIZING THE MAYOR AND CITY CLERK TO EXECUTE THE USE OF FACILITIES AGREEMENT BETWEEN THE CITY OF RIVIERA BEACH AND THE BOARD OF COUNTY COMMISSIONERS OF PALM BEACH COUNTY TO PROVIDE HOT PREPARED MEAL SERVICES TO THE CITY'S SENIOR PROGRAM; AND PROVIDING AN EFFECTIVE DATE.**

**WHEREAS**, the City of Riviera Beach Recreation Department provides a Seniors Program; and

**WHEREAS**, the City is desirous to offer free nutritious meals to all participants of the Seniors Program and will provide a congregate dining site; and

**WHEREAS**, there is no cost incurred to City of Riviera Beach as a result of the services provided by Division of Senior Services of Palm Beach County; and

**WHEREAS**, the Board of County Commissioners of Palm Beach County Division of Senior Services program provides meals for the program and elderly throughout Palm Beach County;

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

**SECTION 1.** That the City Council hereby authorizes the Mayor and City Clerk to execute the Use of Facilities Agreement on behalf of the City of the City of Riviera Beach to provide hot nutritious meals to the City's Seniors' Program.

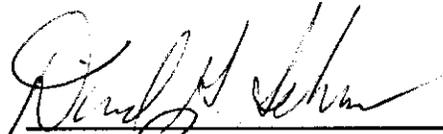
**SECTION 2.** That there will be no cost incurred to the City of Riviera Beach as a result of the services provided by Division of Senior Services of Palm Beach County.

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

**PASSED AND APPROVED this 7th day of August 2002.**

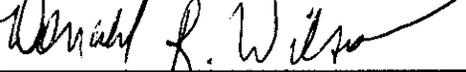
APPROVED:

  
MICHAEL D. BROWN  
MAYOR

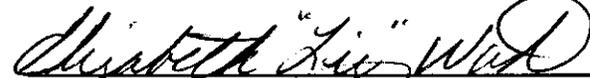
  
DAVID G. SCHNYER, CHAIRPERSON

  
SYLVIA LEE BLUE, CHAIR PRO-TEM

ATTEST:

  
DONALD R. WILSON

  
CARRIE E. WARD, CMC/AE  
CITY CLERK

  
ELIZABETH "LIZ" WADE

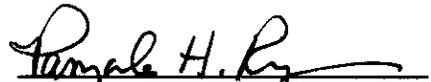
  
EDWARD RODGERS  
COUNCIL MEMBERS

MOTIONED BY: 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: 7/26/02

R2003 0153

USE OF FACILITIES AGREEMENT

THIS AGREEMENT made and entered into this \_\_\_\_\_ day of FEB 04 2003, 20\_\_

by and between **THE BOARD OF COUNTY COMMISSIONERS OF PALM BEACH COUNTY, FLORIDA**, hereinafter referred to as "COUNTY," and the **CITY OF RIVIERA BEACH, FLORIDA, PARKS AND RECREATION DEPARTMENT**, hereinafter referred to as "DEPARTMENT".

The DEPARTMENT's responsibility under this Agreement is to provide facilities for a congregate dining site as more specifically set forth in the Scope of Work detailed in Exhibit "A". The DEPARTMENT does not expect nor require payment for the space which is to be used as a congregate dining site for senior citizens, hereinafter the "SITE".

The COUNTY's responsibility under this contract is as more specifically set forth in the Scope of Work detailed in Exhibit "A".

ARTICLE 1 – INDEMNIFICATION

To the extent permitted by law, the DEPARTMENT shall indemnify and hold the COUNTY harmless for any liability or causes of action for damages arising out of the DEPARTMENT's negligence. Likewise, to the extent permitted by law, the COUNTY shall indemnify and hold the DEPARTMENT harmless for any liability or causes of action for damages arising out of the COUNTY's negligence. Nothing in this provision shall be construed as consent by the DEPARTMENT or by the COUNTY to be sued, nor as a waiver of sovereign immunity beyond the waiver provided in Section 768.28, Florida Statutes.

ARTICLE 2 – PERSONNEL

The COUNTY agrees to provide management as outlined in Exhibit "A".

All of the services to be performed hereunder shall be performed by the COUNTY 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.

All of the COUNTY's personnel while on DEPARTMENT's premises will comply with all DEPARTMENT's requirements governing conduct, safety and security.

ARTICLE 3 – INDEPENDENT CONTRACTOR

The COUNTY is, and shall be, in the performance of all services and/or activities under this Agreement, and Independent Contractor, and not an employee, agent, or servant of the DEPARTMENT. All persons engaged in any of the services and/or activities performed

pursuant to this Agreement shall at all times, and in all places, be subject to the COUNTY's sole direction, supervision, and control. The COUNTY shall exercise control over the means and manner in which it and its employees and/or volunteers perform the work, and in all respects the COUNTY's relationship and the relationship of its employees, agents, or servants to the DEPARTMENT shall be that of an Independent Contractor and not as employees or agents of the DEPARTMENT.

The COUNTY does not have the power or authority to bind the DEPARTMENT in any promise, agreement or representation other than as specifically provided for in this Agreement.

#### **ARTICLE 4 – NONDISCRIMINATION**

The DEPARTMENT 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, natural origin or ancestry.

#### **ARTICLE 5 – ENTIRETY OF CONTRACTUAL AGREEMENT**

The COUNTY and the DEPARTMENT agree that this Agreement 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 Agreement may be added to, modified, superseded or otherwise altered, except by written instrument executed by the parties hereto.

#### **ARTICLE 6 – TERM/TERMINATION**

This Agreement shall begin January 6, 2003 with no fixed expiration date, however, both parties reserve the right to terminate the Agreement without cause upon thirty (30) days written notice to the other party.

The DEPARTMENT's performance and obligation to provide a Site under this Agreement is contingent upon the continuing existence and availability of the Site for use as a dining facility. In the event that the Site should be damaged, destroyed, or otherwise can no longer be used for the intended purpose as set forth in this Agreement, thereafter, both parties shall be relieved of any further obligations hereunder.

In addition to the foregoing, the DEPARTMENT reserves all rights to cancel any use of the Site, at any time the DEPARTMENT should, in its sole discretion, decide that such cancellation is necessary. Should such cancellation be necessary, the DEPARTMENT shall endeavor to give as much advance notice as is available to the COUNTY.

#### **ARTICLE 7 – DAMAGE TO PREMISES**

If any damage to the Site is caused or permitted to be caused by COUNTY, its employees, agents, servants, licensees or invitees, DEPARTMENT may, at its option, repair or pay for the repair of such damage and COUNTY shall immediately reimburse DEPARTMENT for the total cost of such repairs and for the replacement cost of all property so destroyed or damaged.

## **ARTICLE 8 – ALTERATIONS**

COUNTY will not make any alterations, repairs or improvements to the Site in order to facilitate and/or accommodate the dining event.

## **ARTICLE 9 - SEVERABILITY**

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

## **ARTICLE 10 - VENUE**

This Agreement and any dispute, disagreement, or issue of construction or interpretation arising hereunder whether relating to its execution, its validity, the obligations provided herein, 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 Agreement will be held in Palm Beach County.

## **ARTICLE 11 - 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 12 - ENFORCEMENT COSTS**

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

**ARTICLE 13 - NOTICES**

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

Sylvia Thompson-Warren, Director  
Palm Beach County Division of Senior Services  
810 Datura Street, Suite 300  
West Palm Beach, Florida 33401

And if sent to the DEPARTMENT shall be mailed to:

Mr. John Lee Williams, Director  
Parks and Recreation Department  
City of Riviera Beach  
2409 Avenue H  
Riviera Beach, Florida 33404

**THE REMAINDER OF THIS PAGE INTENTIONALLY LEFT BLANK**

IN WITNESS WHERE OF, The Board of County Commissioners of Palm Beach County, Florida has made and executed this Agreement on behalf of the COUNTY and the duly authorized representatives of the FACILITY have hereunto set their hand as of the day of the year above written.

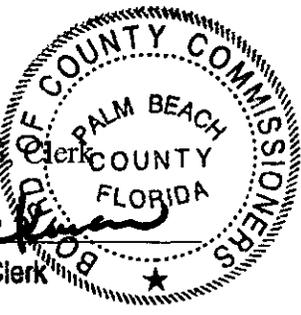
R2003 0153

ATTEST:

PALM BEACH COUNTY BOARD OF COUNTY COMMISSIONERS

DOROTHY H. WILKINS, Clerk

BY: Linda C. Hickman  
Clerk Deputy Clerk



BY: [Signature]  
Karen T. Marcus, Chair  
FEB 04 2003

Date

ATTEST:

FACILITY: CITY OF RIVIERA BEACH

BY: [Signature]  
Carrie Ward  
Master Municipal Clerk

BY: [Signature]  
Michael D. Brown  
Mayor

FEB 04 2003

Date

APPROVED AS TO FORM AND LEGAL SUFFICIENCY

APPROVED AS TO FORM AND LEGAL SUFFICIENCY

BY: [Signature]  
Pamala H. Ryan  
City Attorney

BY: [Signature]  
County Attorney

APPROVED AS TO TERMS AND CONDITIONS

BY: [Signature]  
John L. Williams  
Department Director

APPROVED AS TO TERMS AND CONDITIONS

BY: [Signature]  
DEPARTMENT HEAD

Date

## EXHIBIT "A"

### SCOPE OF WORK

#### USE OF DEPARTMENT AGREEMENT BETWEEN PALM BEACH COUNTY AND THE CITY OF RIVIERA BEACH PARKS AND RECREATION DEPARTMENT

The Division of Senior Services, a body of COUNTY government hereinafter referred to as the "Division", is entitled to operate congregate dining sites for the elderly throughout the County. These sites are located in school cafeterias, churches, housing projects, residences for the elderly, community centers, and fraternal organizations. Owners of these facilities donate space to the Division and the owners do not expect nor receive compensation for use of the space or increased energy usage.

The DEPARTMENT is willing to provide facilities for a congregate dining site at the Tate Recreation Center, 1420 West 10<sup>th</sup> Street, Rivera Beach, Florida 33404, hereinafter referred to as the "Site" year round, Monday through Friday, 11:00 a.m. and 1:00 p.m. excluding County holidays, as more fully set forth in Exhibit "B" attached hereto and incorporated by reference and subject to the terms and conditions as set forth more fully in this Agreement.

1. There shall be no on-site food preparation by the Division. Kitchen area usage shall include use of sinks and storage facilities in the adjacent area and tables, chairs and refrigerator in the designated dining area. The Division will provide the necessary steam table/food warmer(s) and serving cart.
2. All meals and necessary food service related supplies, including food containers, utensils, trays, paper goods, etc. shall be furnished by the Division or its designated food services purveyor.
3. Any property and/or fixtures installed or stored at the Site by the Division (some sites may be provided with TV's, VCR's, storage cabinets, steam tables, etc.), shall remain the property of the Division, and may be removed at the Division's discretion and expense.
4. Site management and volunteer recruitment to assist in activities and meal service shall be the responsibility of the Division. The Division shall be responsible for training the volunteers in sanitation, food portioning, and required paperwork.
5. The Division shall be responsible for all site preparation including, but not limited to, cleaning, decorating and assembling and arrangement of tables, chairs and other such movable fixtures. Further, the Division shall ensure that following any such dining use that the Site is cleaned, orderly and returned to the DEPARTMENT in the same condition as received.
6. Other than providing such dining site, and access thereto, the DEPARTMENT shall have no further obligations with respect to the Division's use of the Site.

## EXHIBIT "B"

### 2003 HOLIDAY SCHEDULE

Thanksgiving Day	Thursday, November 28, 2002
Floating Holiday	Friday, November 29, 2002
Floating Holiday	Tuesday, December 24, 2002
Christmas Day	Wednesday, December 25, 2002
New Year's Day	Wednesday, January 1, 2003
Martin Luther King, Jr. Birthday	Monday, January 20, 2003
President's Day	Monday, February 17, 2003
Memorial Day	Monday, May 26, 2003
Independence Day	Friday, July 4, 2003
Labor Day	Monday, September 1, 2003
Columbus Day	Monday, October 13, 2003
Veteran's Day	Monday, November 10, 2003
Thanksgiving Day	Thursday, November 27, 2003
Floating Holiday	Friday, November 28, 2003
Floating Holiday	Wednesday, December 24, 2003
Christmas Day	Thursday, December 25, 2003
New Year's Day	Wednesday, January 1, 2004

RESOLUTION NO. 130-02

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF RIVIERA BEACH, PALM BEACH COUNTY, FLORIDA ACCEPTING FUNDS IN THE AMOUNT OF \$23,748.00 FROM THE FLORIDA DEPARTMENT OF JUVENILE JUSTICE UNDER THE JUVENILE ACCOUNTABILITY INCENTIVE BLOCK GRANT PROGRAM AND AUTHORIZING THE FINANCE DIRECTOR TO SET UP A BUDGET FOR SAME.

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

WHEREAS, the grant program will fund contractual facilitators/coordinators, equipment, supplies, travel, per diem, training and technical assistance for Neighborhood Accountability Board; and

WHEREAS, the City of Riviera Beach has applied for a grant to provide contractual facilitators/coordinators, to assist in the development and implementation of Neighborhood Accountability Board activities; and

WHEREAS, the City has been awarded grant funds in the amount of \$23,748.00.

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 City of Riviera Beach accepts grant funds in the amount of \$23,748.00 from the Florida Department of Juvenile Justice, JAIG Program.

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

<u>Revenue</u>		
111-00-334904	JAIG Program	\$23,748.00
<u>Expenditures</u>		
111-0818-5190-3404	Contractual/Consultants	\$15,600.00
111-0818-5190-6404	Equipment	\$ 4,000.00
111-0818-5190-4001	Travel	\$ 2,148.00
111-0818-5190-5201	Operational Supplies – General	\$ 2,000.00
<b>TOTAL</b>		<b>\$23,748.00</b>

**SECTION 3. That the staff is authorized to implement the Neighborhood Accountability Board activities.**

PASSED AND APPROVED this 7th day of August, 2002.

APPROVED:

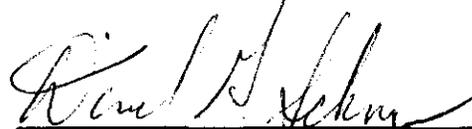


MICHAEL D. BROWN, MAYOR

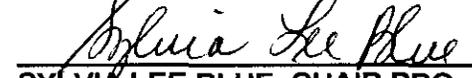
[ MUNICIPAL SEAL ]

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: D. Wilson

D. SCHNYER aye

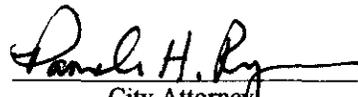
S. BLUE aye

D. WILSON aye

E. WADE aye

E. RODGERS aye

Reviewed as to Legal Sufficiency



City Attorney  
City of Riviera Beach

Date: 7/26/02

RESOLUTION NO. 131-02

**A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF RIVIERA BEACH, PALM BEACH COUNTY, FLORIDA, AUTHORIZING THE INTERIM FINANCE DIRECTOR TO MAKE FINAL PAYMENT IN AN AMOUNT NOT TO EXCEED \$25,000.00 TO THE LAW FIRM OF GREENBERG TRAURIG, P.A. FOR LEGAL SERVICES RENDERED TO THE CITY DEFENDING THE ADMINISTRATIVE CHALLENGES TO THE CITY'S AMENDED COMPREHENSIVE PLAN; SAID PAYMENT TO BE MADE FROM ACCOUNT NO.: 001-0613-514-0-3101; 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**, on May 1, 2002, the City Council appropriated \$125,000.00 to pay for such legal services; and

**WHEREAS**, P-4 Partners, the final party in the comprehensive plan challenges, dropped its challenge by filing a voluntary dismissal on July 29, 2002; and

**WHEREAS**, because of extensive costs due to depositions and other related fees totalling approximately \$34,000.00, the firm exceeded \$125,000.00 set aside to cover the cost of defending the administrative challenges; and

**WHEREAS**, an additional \$25,000.00 will sufficiently cover the final costs and fees associated with the administrative challenges.

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

**Section 1.** The Interim Finance Director is hereby authorized to make final payment in an amount not to exceed \$25,000.00 to the law firm of Greenberg Traurig, P.A. for legal services rendered to the City in defending the Comprehensive Plan Challenges.

**Section 2.** Said payment shall be made from Account No.: 001-0613-514-0-3101.

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

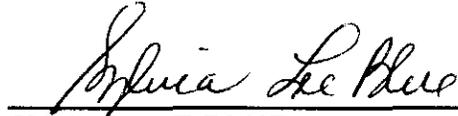
**PASSED and APPROVED** this 7th day of August, 2002.

**APPROVED:**

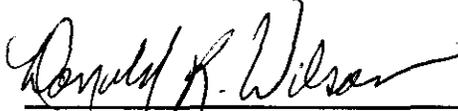
  
\_\_\_\_\_  
**MICHAEL D. BROWN**  
MAYOR

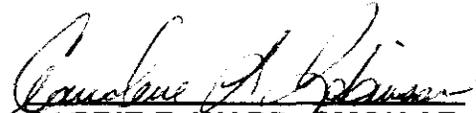
  
\_\_\_\_\_  
**DAVID G. SCHNYER**  
CHAIRPERSON

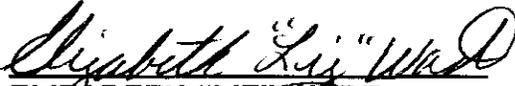
(MUNICIPAL SEAL)

  
\_\_\_\_\_  
**SYLVIA LEE BLUE**  
CHAIRPERSON PRO TEM

**ATTEST:**

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

  
\_\_\_\_\_  
**CARRIE E. WARD, CMC/AAE**  
CITY CLERK

  
\_\_\_\_\_  
**ELIZABETH "LIZ" WADE**

  
\_\_\_\_\_  
**EDWARD RODGERS**  
COUNCIL MEMBERS

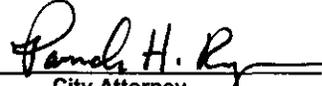
**MOTIONED BY:**  
**SECONDED BY:**

E. Rodgers  
E. Wade

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

aye  
aye  
aye  
aye  
aye

REVIEWED FOR LEGAL SUFFICIENCY

By:   
\_\_\_\_\_  
City Attorney  
City of Riviera Beach

Date: 8/2/02

**RESOLUTION NO. 132-02**

**A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF RIVIERA BEACH, PALM BEACH COUNTY, FLORIDA, APPROVING THE SPECIAL EXCEPTION AND SITE PLAN APPLICATION FROM BLUE HERON SHOPPES INCORPORATED FOR A 5 ACRE PARCEL LOCATED ON THE NORTH SIDE OF BLUE HERON BOULEVARD ONE PARCEL EAST OF CONGRESS AVENUE; PROVIDING FOR AN EFFECTIVE DATE AND FOR OTHER PURPOSES.**

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

**WHEREAS**, section 31-60 (b), of the City of Riviera Beach Land Development Code requires that every approved Site Plan shall expire within 18 months of City Council approval unless site plan improvements other than site preparation, land clearing, land filling and soil compaction, have begun; and

**WHEREAS**, the City Council of Riviera Beach has reviewed the Special Exception and Site Plan application from Blue Heron Shoppes Incorporated.

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

**SECTION 1.** The Special Exception and Site Plan, Exhibit "A" from Blue Heron Shoppes Incorporated for a filling station and four freestanding buildings including two drive-through restaurants is approved with the following conditions:

- A. Construction must be initiated within 18 months of the effective date of this resolution in accordance with the City Code of Ordinances.
- B. The plans shall be revised to provide a westbound right-turn lane along Blue Heron Boulevard and to meet the City's landscape code requirements.
- C. All businesses must represent in all business advertising that they are located in the City of Riviera Beach.

**SECTION 2.** This resolution shall take effect immediately upon its passage.

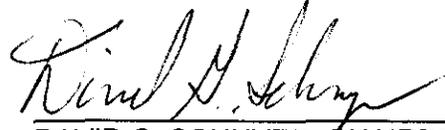
RESOLUTION NO. 132-02  
PAGE -2-

PASSED AND APPROVED this 7th day of August, 2002

APPROVED:



MAYOR MICHAEL D. BROWN



DAVID G. SCHNYER, CHAIRPERSON

(MUNICIPAL SEAL)



SYLVIA LEE BLUE, CHAIR PRO-TEM

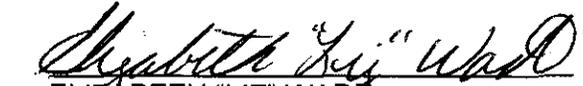


DONALD R. WILSON

ATTEST:



CARRIE E. WARD, CMC/AE  
CITY CLERK



ELIZABETH "LIZ" WADE



EDWARD RODGERS  
COUNCIL MEMBERS

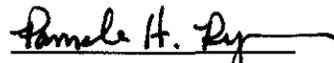
MOTIONED BY: E. Wade

SECONDED BY: S. Blue

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

REVIEWED AS TO LEGAL SUFFICENCY

City Attorney  
City of Riviera Beach



Date: 7/22/02

RESOLUTION NO. 133-02

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF RIVIERA BEACH, PALM BEACH COUNTY, FLORIDA, APPROVING THE SPECIAL EXCEPTION AND SITE PLAN APPLICATION FROM HURST AFRICAN METHODIST EPISCOPAL CHAPEL FOR A 1.6 ACRE PARCEL LOCATED ON THE SOUTH SIDE OF SILVER BEACH ROAD AND WEST OF AVENUE "S"; PROVIDING FOR AN EFFECTIVE DATE AND FOR OTHER PURPOSES.

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

**WHEREAS**, section 31-60 (b), of the City of Riviera Beach Land Development Code requires that every approved Site Plan shall expire within 18 months unless site plan improvements other than site preparation, land clearing, land filling and soil compaction, have begun; and

**WHEREAS**, the City Council of Riviera Beach has reviewed the Special Exception and Site Plan application from Hurst A.M.E Chapel.

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

**SECTION 1.** The Special Exception and Site Plan Exhibit "A" from Hurst A.M.E. Chapel is approved with conditions recommended by staff and the Planning & Zoning Board.

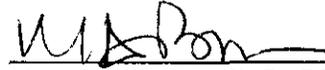
**SECTION 2.** The conditions are as follows:

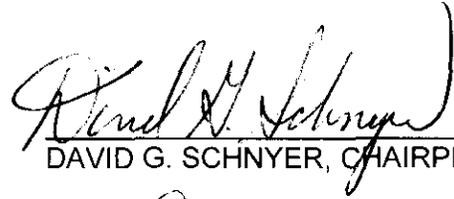
- (a) The applicant must secure the parking areas when not in use.
- (b) The applicant shall provide a continuous 6 ft. solid hedge on the South side of property to screen against glare from headlights from the parking area and provide financial security in accordance with Landscape regulations to guarantee installation and survivability of plant materials.
- (c) No daycare facilities, outside of the nursery provided during Sunday services shall be allowed on the property unless approved by City Council.
- (d) No daily school shall be allowed on the property unless approved by City Council.

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

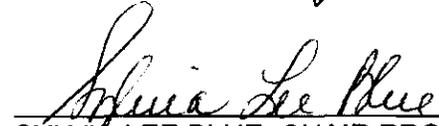
PASSED AND APPROVED this 7th day of August, 2002

APPROVED:

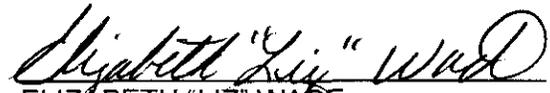
  
MAYOR MICHAEL D. BROWN

  
DAVID G. SCHNYER, CHAIRPERSON

(MUNICIPAL SEAL)

  
SYLVIA LEE BLUE, CHAIR PRO-TEM

  
DONALD R. WILSON

  
ELIZABETH "LIZ" WADE

ATTEST:

  
CARRIE E. WARD, CMC/AE  
CITY CLERK

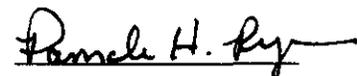
  
EDWARD RODGERS  
COUNCIL MEMBERS

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: 7/22/02

RESOLUTION NO. 134-02

**A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF RIVIERA BEACH, PALM BEACH COUNTY, FLORIDA, AUTHORIZING THE MAYOR AND CITY CLERK TO ENTER INTO AN EMERGENCY SERVICES AGREEMENT BETWEEN THE CITY OF RIVIERA BEACH AND PALM BEACH COUNTY FOR THE PROVISIONS OF MUTUAL AID ASSISTANCE AND AUTOMATIC AID; AND PROVIDING AN EFFECTIVE DATE.**

**WHEREAS**, the City of Riviera Beach and Palm Beach County desire to enter into an agreement for the provisions of mutual aid assistance and automatic aid; and

**WHEREAS**, both parties deem it mutually advantageous to enter into this agreement to provide assistance in times where the need created may be too great for either party to deal with unassisted or where a closest unit response is agreeable and in the public interest.

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

**Section 1:** The Mayor and City Clerk are authorized to execute an Emergency Services Agreement with Palm Beach County for the provisions of Mutual Assistance and Automatic Aid.

**Section 2:** A Copy of agreement is attached hereto and made a part thereof.

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

**PASSED and APPROVED this 20TH day of AUGUST, 2002.**

RESOLUTION NO. 134-02  
PAGE 2

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

(MUNICIPAL SEAL)

ATTEST:

*David G. Schnyer*  
DAVID G. SCHNYER, CHAIR PERSON

*Sylvia Lee Blue*  
SYLVIA LEE BLUE, CHAIR PRO-TEM

*Donald R. Wilson*  
DONALD R. WILSON

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

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

*Edward Rodgers*  
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  
*Pamela H. Ryan*  
CITY ATTORNEY  
CITY OF RIVIERA BEACH  
DATE: 7/31/02

**R2002 1587**

**EMERGENCY SERVICES AGREEMENT  
FOR MUTUAL ASSISTANCE AND AUTOMATIC AID  
BETWEEN  
PALM BEACH COUNTY AND THE CITY OF RIVIERA BEACH**

THIS AGREEMENT is made and entered into this \_\_\_\_ day of SEP 18 2002, 2002, by and between PALM BEACH COUNTY, FLORIDA , a political subdivision of the State of Florida (hereinafter the "County"), by and through its Board of County Commissioners and the CITY OF RIVIERA BEACH, a Florida municipal corporation located in Palm Beach County, Florida (hereinafter the "City").

WHEREAS, each of the parties to this Agreement presently maintains a Fire-Rescue Department with fire rescue equipment, fire fighting personnel, emergency medical equipment, emergency medical personnel, and other emergency capabilities; and

WHEREAS, it is deemed mutually advantageous to enter into this Agreement providing for mutual assistance/automatic aid in times of emergency where the need created may be too great for either party to deal with unassisted or where a closest unit response is agreeable and in the public interest; and

WHEREAS, Section 163.01, Florida Statutes, known as the "Florida Interlocal Cooperation Act of 1969," authorizes local governments to make the most efficient use of their power by enabling them to cooperate with other localities on a basis of mutual advantage and thereby to provide services and facilities that will harmonize geographic, economic, population and other factors influencing the needs and development of local communities.

NOW, THEREFORE, it is agreed by and between the parties that each will render mutual assistance and automatic aid to the other under the following stipulations, provisions and conditions:

**Section 1. Request for Aid/Assistance:** Emergency mutual assistance/automatic aid will be given when properly requested so long as rendering the aid and assistance requested will not place the assisting party in undue jeopardy. The party requesting aid and/or assistance shall provide the following information at the time the request is made:

- a. The general nature, type and location of the emergency; and
- b. The type and quantity of equipment and/or personnel needed; and
- c. The name and rank of the person making the request.

All requests shall be directed through the respective parties' emergency communications center. The following officials of the participating parties are authorized to request aid and assistance under this Agreement: the respective Fire Chiefs, Assistant or Deputy Fire Chiefs, or Incident Commanders.

**Section 2. Representative and Contract Monitor:** The County representative and contract monitor during the performance of this Agreement shall be the Deputy Chief of Operations, whose telephone number is 561-616-7008. The City representative and contract monitor during the performance of this Agreement shall be the Deputy Chief, whose telephone number is 561-845-4104.

**Section 3. Command Authority:** In the event of an emergency which requires additional assistance, the Fire Chief of the jurisdiction in which the incident is located, or in his absence, the Assistant or Deputy Fire Chief or the Incident Commander, will direct the activities at the scene where the emergency exists, but personnel responding to the call will remain under the command of their own officers at all times. Each party shall retain control over its personnel and the rendition of services, standards of performance, discipline of officers and employees, and other matters incidental to the performance of services. Each party authorizes its Fire Chief to meet with the other party's Fire Chief and develop automatic aid plans and procedures, including areas to be serviced and type and/or level of response, when the Fire Chiefs have determined that improved response times or other forms of efficiency within their respective jurisdictions and/or service areas may be achieved. The Fire Chiefs are also authorized to promulgate necessary administrative regulations and orders to implement and administer these plans and procedures.

**Section 4. Ability to Respond:** Each party may refuse to respond to a request for aid/assistance in the event it does not have the required equipment or manpower available or if, in its sole judgment, compliance with the request would jeopardize the protection of its own jurisdiction or personnel.

party to indemnify the other party for such other party's negligent, willful or intentional acts or omissions.

**Section 10. Remuneration:** The cost of gasoline and other normal supplies used for mutual assistance/automatic aid purposes shall be the responsibility of the party using such supplies, except that certain expendable supplies including, but not limited to, foam, hazmat suits, containment barrels, or other specialty products will be replaced by the agency requesting assistance, at the sole discretion of the agency rendering aid or assistance. The parties further agree that the agency rendering aid/assistance may request reimbursement for any expenditure of goods or services directly from the persons, parties, or company involved in, causing, or responsible for, the incident. All compensation for personnel shall be borne by the employing party. All cost of maintenance and upkeep of equipment shall be borne by the party owning or possessing the equipment.

**Section 11. Effective Date and Term:** This Agreement shall take effect on October 1, 2002 and shall remain in full force and effect for a period of no less than seven (7) years, expiring on September 30, 2009, unless sooner terminated as provided herein.

**Section 12. Notice of Termination:** Either party to this Agreement may, upon sixty (60) days prior written notice to the other, terminate this Agreement for any reason or for no reason at all.

**Section 13. Capital Improvement Plans:** Both parties to this Agreement, on an annual basis, shall exchange Capital Improvement Plans indicating projected location(s) and anticipated time frames for construction of future fire stations within their respective jurisdictions and/or service areas. It is understood that these plans may be modified subsequent to submission and said plans are subject to subsequent funding allocations and approvals.

**Section 14. Assignment of Rights:** Neither party shall assign, transfer or convey, in whole or in part, its rights, duties, or obligations without the prior written consent of the other.

**Section 15. Modification and Amendment:** No modification, amendment, or alteration in the terms or conditions of this Agreement shall be effective unless contained in a written document executed with the same formality and equality of dignity herewith.

**Section 16. Entirety of Agreement:** This Agreement represents the entire understanding of the parties and supersedes all other negotiations, representations, or agreements, either written or oral, relating to this Agreement.

**Section 17. Equal Opportunity:** Each party represents and warrants that it will not discriminate in the performance of services hereunder and that its employees and members of the general public benefitting from services hereunder will be treated equally and without regard to race, sex, sexual orientation, color, religion, disability, age, marital status, national origin or ancestry.

**Section 18. Annual Appropriations:** Each parties' performance and obligation under this Agreement is contingent upon an annual budgetary appropriation by its respective governing body for the purposes hereunder.

**Section 19. Remedies:** This agreement shall be construed by and governed by the laws of the State of Florida. Any and all legal action necessary to enforce the Agreement 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 remedy shall be cumulative and shall be in addition to every other remedy given hereunder or now or hereafter existing at law or in equity or by statute or otherwise. No single or partial exercise by any party of any right, power, or remedy hereunder shall preclude any other or further exercise thereof.

**Section 20. Records:** Each party shall maintain all records pertaining to the services delivered under this Agreement for a period of at least three (3) years. Each party shall maintain records associated with this Agreement, including, but not limited to, all accounts, financial and technical records, research or reports, in accordance with Florida law.

**Section 21. Joint Preparation:** The preparation of this Agreement has been a joint effort of the parties, and the resulting document shall not, solely or as a matter of judicial constraint, be construed more severely against one of the parties than the other.

**Section 22. Notice of Suits:** Each party agrees to notify the other of any claim, or the initiation of any legal proceeding against it which relates, in any manner, to the aid or assistance provided by the other party. Each party will cooperate with the other in the defense of any suit or

action arising out of, or related to, the aid or assistance rendered under this agreement.

**Section 23. Notices:** All written notices required under this Agreement shall be sent by certified mail, return receipt requested, and if sent to the County shall be mailed to:

Palm Beach County Fire Rescue  
Fire Rescue Administrator  
50 S. Military Trail, Suite 101  
West Palm Beach, FL 33415

and if sent to the City shall be mailed to:

City of Riviera Beach Fire Department  
Fire Chief  
600 West Blue Heron Blvd.  
Riviera Beach, FL 33404

Each party may change its address upon notice to the other.

**Section 24. Captions:** The captions and section designations herein set forth are for convenience only and shall have no substantive meaning.

**Section 25. Filing:** A copy of this Agreement shall be filed with the Clerk of the Circuit Court in and for Palm Beach County.

**Section 26. Enforcement Costs:** Any costs or expenses (including reasonable attorney's fees) associated with the enforcement of the terms and conditions of this Agreement shall be borne by the respective parties; provided, however, that this clause pertains only to the parties to this agreement.

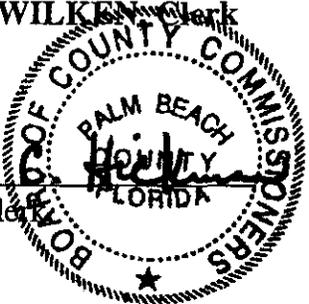
**Section 27. Delegation of Duty:** Nothing contained herein shall be deemed to authorize the delegation of the constitutional or statutory duties of state, county, or city officers.

**Section 28. Severability:** In the event that any section, paragraph, sentence, clause, or provision hereof is held invalid by a court of competent jurisdiction, such holding shall not affect the remaining portions of this Agreement and the same shall remain in full force and effect.

IN WITNESS WHEREOF, the undersigned parties have caused these presents to be signed by their duly authorized officers on the day and year first written above.

ATTEST:

DOROTHY H. WILKEN, Clerk



By: Linda G. Hickman  
Deputy Clerk

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

By: Warren H. Newell SEP 18 2002  
Warren H. Newell, Chairman

APPROVED AS TO FORM AND  
LEGAL SUFFICIENCY

APPROVED AS TO TERMS AND  
CONDITIONS

By: Shawn Burton  
County Attorney

By: John Miller  
Fire-Rescue

ATTEST:

CITY OF RIVIERA BEACH, FLORIDA

By: Carrie E. Ward  
Carrie E. Ward, City Clerk  
CMC/AAE

By: Michael D. Brown  
Michael D. Brown, Mayor

APPROVED AS TO FORM AND  
LEGAL SUFFICIENCY

APPROVED AS TO TERMS AND  
CONDITIONS

By: Pamala H. Ryan  
Pamala H. Ryan  
City Attorney

By: Department Director  
Department Director

R2002 1587

RESOLUTION NO. 135-02

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF RIVIERA BEACH, PALM BEACH COUNTY, FLORIDA, AUTHORIZING THE EXTENSION OF TERM OF NPDES INTERLOCAL AGREEMENT; AND PROVIDING AN EFFECTIVE DATE.

**WHEREAS**, the parties have previously entered into an NPDES Interlocal Agreement, which Agreement expires September 30, 2002; and

**WHEREAS**, the Agreement describes the parties' obligations and responsibilities relating to the NPDES Permit referenced therein; and

**WHEREAS**, a timely reapplication or renewal of the NPDES Permit for its second five (5) year term is currently pending, but is uncertain at this time as to when the Florida Department of Environmental Protection ("FDEP") will take final action on the pending application; and

**WHEREAS**, a draft of a new Interlocal Agreement covering the second term of the NPDES Permit is currently being negotiated by the parties; and

**WHEREAS**, the parties wish to extend the terms and provisions of the current NPDES Interlocal Agreement until such time as FDEP grants the pending application for renewal of the NPDES Permit for its second five (5) year term.

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

**SECTION 1.** The above recitations are true and incorporated herein.

**SECTION 2.** The City Council hereby authorizes the extension of term of NPDES Interlocal Agreement.

**SECTION 3.** The City Council hereby authorizes the Mayor to execute the First Amendment for Extension of Term of NPDES Interlocal Agreement.

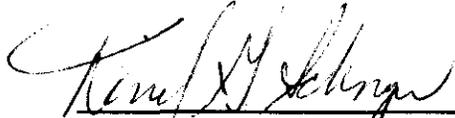
**SECTION 4.** This Resolution shall take effect upon its passage and approval by the City Council.

**PASSED AND APPROVED** this 7th day of August, 2002.

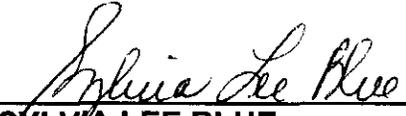
RESOLUTION NO. 135-02  
PAGE: 2

APPROVED:

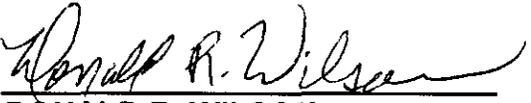
  
\_\_\_\_\_  
MICHAEL D. BROWN,  
MAYOR

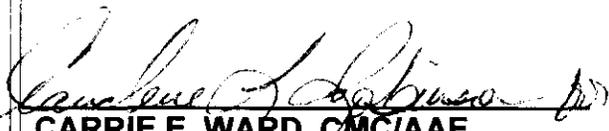
  
\_\_\_\_\_  
DAVID G. SCHNYER  
CHAIRPERSON

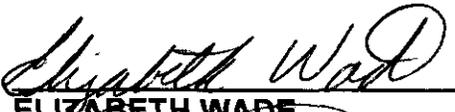
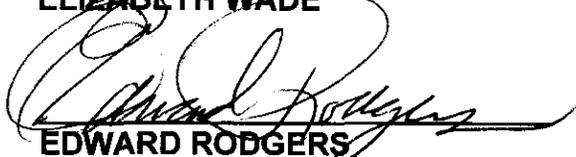
(MUNICIPAL SEAL)

  
\_\_\_\_\_  
SYLVIA LEE BLUE  
CHAIR PRO-TEM

ATTEST:

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

  
\_\_\_\_\_  
CARRIE E. WARD, CM/IAE

  
\_\_\_\_\_  
ELIZABETH WADE  
  
\_\_\_\_\_  
EDWARD RODGERS  
COUNCIL MEMBERS

MOTIONED BY: D. Wilson

SECONDED BY: S. Blue

D. SCHNYER aye

S. BLUE aye

D. WILSON aye

E. WADE aye

E. RODGERS aye

REVIEWED AS TO LEGAL SUFFICIENCY

  
\_\_\_\_\_  
PAMELA H. RY  
CITY ATTORNEY  
CITY OF RIVIERA BEACH

DATE: 7/31/02

**RESOLUTION NO. 136-02**

**A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF RIVIERA BEACH, PALM BEACH COUNTY, FLORIDA, APPROPRIATING GENERAL FUND BALANCE IN THE AMOUNT OF \$51,900 AS RECOMMENDED BY THE CITY MANAGER; AND AUTHORIZING THE INTERIM FINANCE DIRECTOR TO INCREASE THE PUBLIC WORKS PROFESSIONAL ENGINEERING SERVICES ACCOUNT NO. 001-1123-5340-3103 FOR SAME TO PAY FOR PHASE I OF A STORM WATER MANAGEMENT UTILITY STUDY TO BE CONDUCTED BY R.C.T. ENGINEERING; AND PROVIDING AN EFFECTIVE DATE.**

**WHEREAS,** Over one hundred cities in the State of Florida have implemented storm water management utilities in their communities; and

**WHEREAS,** The City of Riviera Beach will benefit from the establishment of a Storm Water Management Utility Study to address mandated storm water management issues; and

**WHEREAS,** The City of Riviera Beach will be able to provide a much higher level of service to the citizens if it is able to complete a study and make a recommendation to City Council.

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

**SECTION 1.** The City Council approves Phase I of the proposal by R.C.T. Engineering to complete the Storm Water Management Utility Study.

**SECTION 2.** The City Council approves appropriating General Fund Balance Account Number 001-00-399-9999 in the amount of \$51,900 and transferring to the Public Works Professional Engineering Services Account Number 001-1123-5340-3103.

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

PASSED AND APPROVED this 7th day of August, 2002.

APPROVED:

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

*David G. Schnyer*  
DAVID G. SCHNYER, CHAIRPERSON

*Sylvia Lee Blue*  
SYLVIA LEE BLUE, CHAIR PRO-TEM

{MUNICIPAL SEAL}

*Donald R. Wilson*  
DONALD R. WILSON

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

ATTEST:

*Edward Rodgers*  
EDWARD RODGERS  
COUNCIL MEMBERS

*Carrie E. Ward* 657  
CARRIE E. WARD, CMC/AE  
CITY CLERK

Motioned By E. Wade

Seconded By S. Blue

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

Reviewed as to Legal Sufficiency

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

Date: 7/31/02

RESOLUTION NO. 137-02

**A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF RIVIERA BEACH, PALM BEACH COUNTY, FLORIDA, ASSIGNING TO THE CRA THE CITY'S RIGHT TO PURCHASE "OUTSIDE PROPERTY" PER SECTION 10 B. OF THE INTERLOCAL AGREEMENT BETWEEN THE CITY, THE COUNTY AND THE PORT REGARDING 13<sup>TH</sup> STREET AND OTHER ROADWAY IMPROVEMENTS; AND PROVIDING AN EFFECTIVE DATE.**

**WHEREAS**, On April 18, 2001, the City executed an agreement with the Port of Palm Beach and Palm Beach County regarding roadway improvements to 13<sup>th</sup> Street, Avenue C and 11<sup>th</sup> Street; and

**WHEREAS**, Per Section 10 B. of the agreement, the City has the right to have all or any portion of property outside the proposed right of way lines not used in connection with the Project referred to as "Outside Property" transferred to it upon payment to the Port of the Port's Cost; and

**WHEREAS**, All of the roadway project is within the Community Redevelopment Area; and

**WHEREAS**, the CRA is desirous of obtaining said "Outside Property" for redevelopment purposes; and

**WHEREAS**, the City is supportive of CRA's redevelopment efforts within the City; and

**WHEREAS**, the City wishes to assign the City's right to purchase the "Outside Property" per Section 10 B. of the April 18, 2001 Interlocal Agreement to the CRA Board.

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

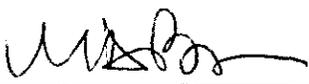
**Section 1.** The City Council hereby assigns to the CRA Board the City's right to purchase the "Outside Property" per Section 10 B. of the April 18, 2001 Interlocal Agreement.

**Section 2.** That the Port shall be notified of the assignment.

**Section 3.** This resolution shall take effect immediately upon its approval.

PASSED and APPROVED this 7th day of August 2002.

APPROVED:

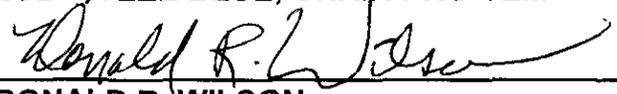
  
MICHAEL D. BROWN, MAYOR

  
DAVID G. SCHNYER, CHAIRPERSON

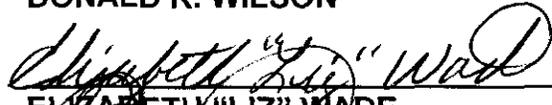
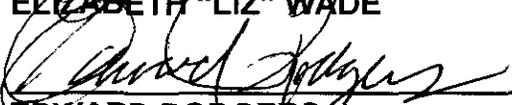
[MUNICIPAL SEAL]

  
SYLVIA LEE BLUE, CHAIR PRO-TEM

ATTEST:

  
DONALD R. WILSON

  
CARRIE E. WARD, MC/AAE  
CITY CLERK

  
ELIZABETH "LIZ" WADE  
  
EDWARD RODGERS  
COUNCIL MEMBERS

MOTIONED BY: D. Wilson

SECONDED BY: E. Wade

E. RODGERS aye

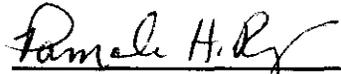
D. SCHNYER aye

D. WILSON aye

S. BLUE aye

E. WADE aye

REVIEWED AS TO LEGAL SUFFICIENCY

  
City Attorney  
City of Riviera Beach

Date 7/31/02

RESOLUTION NO. 138-02

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF RIVIERA BEACH, PALM BEACH COUNTY, FLORIDA, ACCEPTING FUNDS IN THE AMOUNT OF \$12,781.25 FROM THE BUREAU OF JUSTICE ASSISTANCE, FOR PARTICIPATING IN THE BULLETPROOF VEST PARTNERSHIP GRANT PROGRAM; AUTHORIZING THE TRANSFER OF A REQUIRED CASH MATCH TOTALING \$12,781.25, AND AUTHORIZING THE FINANCE DIRECTOR TO SET UP A BUDGET FOR THE BULLETPROOF VEST PARTNERSHIP GRANT PROGRAM.

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

**Whereas**, The U. S. Department of Justice, Bureau of Justice Assistance (BJA) has established the Bulletproof Vest Partnership Grant Program; and

**Whereas**, the grant program will fund requests for funds to help purchase one bulletproof vest per law enforcement officer per fiscal year; and

**Whereas**, the City of Riviera Beach has applied for a grant to purchase fifty (50) bulletproof vest; and

**Whereas**, the City has been awarded grant funds in the amount of \$12,781.25 with a cash match of \$12,781.25.

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

**Section 1:** The staff is authorized to accept grant funds in the amount of \$12,781.25 from the Bureau of Justice Assistance.

**Section 2:** The Finance Director is authorized to transfer the required cash match of \$12,781.25 from the General Fund – General Admin – Cash Match Account.

**Section 3:** The Interim Finance Director is also authorized to set up a budget for the Bulletproof Vest Partnership Grant Program as follows:

**Revenue**

155-00-381001	Federal Grant (Cash Match)	\$12,781.25
155-00-331213	Federal Grant (BJA)	\$12,781.25
Total		\$25,562.50

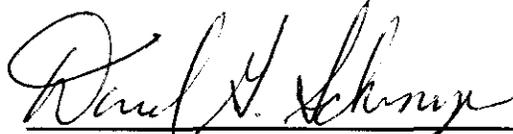
**Expenditures**

155-0817-521-0-5209	Bulletproof Vest	\$25,562.50
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PASSED and APPROVED this 21st day of August, 2002.

APPROVED:

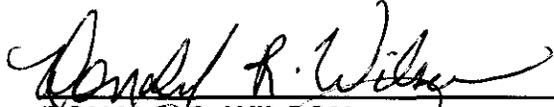
  
MICHEAL D. BROWN, MAYOR

  
DAVID G. SCHNYER, CHAIRPERSON

[MUNICIPAL SEAL]

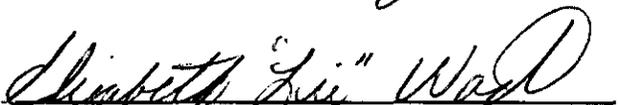
  
SYLVIA L. BLUE,  
CHAIRPERSON PRO-TEM

ATTEST:

  
DONALD R. WILSON

  
EDWARD RODGERS

  
CARRIE E. WARD, CMC/AE  
CITY CLERK

  
ELIZABETH "LIZ" WADE

MOTIONED BY: D. Wilson

SECONDED BY: E. Wade

D. SCHNYDER aye

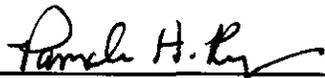
S. BLUE aye

D. WILSON aye

E. RODGERS aye

E. WADE aye

REVIEWED AS TO LEGAL SUFFICIENCY

  
CITY ATTORNEY  
CITY OF RIVIERA BEACH

DATE: 8/12/02

FILE:

RESOLUTION NO. 139-02

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF RIVIERA BEACH, PALM BEACH COUNTY, FLORIDA, APPROVING THE PROPOSAL FROM R.C.T. ENGINEERING, INC. IN THE AMOUNT OF \$34,921.60 TO ASSIST THE CITY OF RIVIERA BEACH IN PREPARING AND SUBMITTING A RENEWAL TO THE CITY'S WATER USE PERMIT; AND AUTHORIZING THE MAYOR AND FINANCE DIRECTOR TO PAY THIS AMOUNT FROM ACCOUNT NO. 401-1417-5360-3406.

**WHEREAS**, the consulting engineering firm of R.C.T. Engineering, Inc., has prepared and submitted to the City of Riviera Beach a proposal for professional engineering services for water use permitting for the Utilities Department; and

**WHEREAS**, the primary purpose of this project is to assist the City of Riviera Beach in preparing and submitting a renewal to the City's water use permit.

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

**Section 1:** That the City Council approve the proposal from R.C.T. Engineering, Inc., in an amount not to exceed \$34,921.60 to provide professional engineering services to the City of Riviera Beach in preparing and submitting a renewal to the City's water use permit.

**Section 2:** That the Mayor and Finance Director are authorized to make payment for same under Account Number 401-1417-5360-3406 in the amount of \$34,921.60.

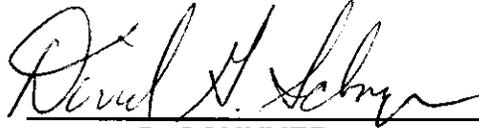
**Section 3:** This Resolution shall take effect upon its passage and adoption by the City Council.

**PASSED AND ADOPTED** this 21st day of AUGUST, 2002.

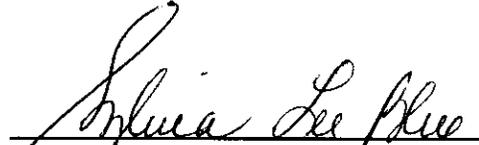
APPROVED:



MICHAEL D. BROWN,  
MAYOR



DAVID G. SCHNYER,  
CHAIRPERSON



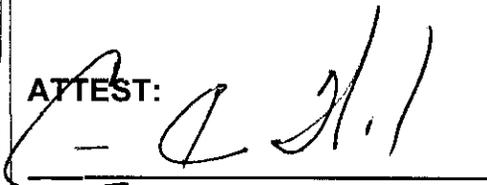
SYLVIA LEE BLUE,  
CHAIR PRO-TEM

(MUNICIPAL SEAL)



DONALD R. WILSON

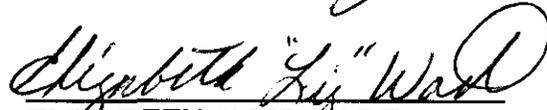
ATTEST:



CARRIE E. WARD, CMC/AE  
CITY CLERK



EDWARD RODGERS



ELIZABETH "LIZ" WADE  
COUNCIL MEMBERS

MOTIONED BY: D. Wilson

SECONDED BY: E. Wade

D. SCHNYER aye

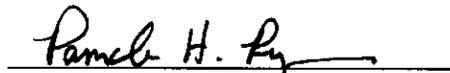
S. BLUE aye

D. WILSON aye

E. RODGERS aye

E. WADE aye

REVIEWED AS TO LEGAL SUFFICIENCY

  
PAMELA H. PY  
CITY ATTORNEY  
CITY OF RIVIERA BEACH

DATE: 8/12/02

**A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF RIVIERA BEACH, PALM BEACH COUNTY, FLORIDA, APPROVING AND AUTHORIZING THE MAYOR AND CITY CLERK TO EXECUTE PROPOSED CONTRACT AWARD WITH SULLIVAN ELECTRIC AND PUMP, INC., FOR THE INSTALLATION OF TWO (2) VARIABLE FREQUENCY DRIVE (VFD) UNITS AND THE ASSOCIATED SCADA PROGRAMMING AT THE WATER TREATMENT PLANT IN THE AMOUNT OF \$87,665.00; AND AUTHORIZING THE MAYOR AND FINANCE DIRECTOR TO PAY THIS AMOUNT FROM ACCOUNT NO. 407-1437-5330-4616.**

**WHEREAS**, via Resolution No 112-02, the City of Riviera Beach City Council approved the lowest responsive bid proposal by Sullivan Electric and Pump, Inc. for the installation of two (2) variable frequency drive (VFD) units and the associated SCADA programming for the Water Treatment Plant. The VFD units and the associated SCADA programming regulates the water pressure throughout the City; and

**WHEREAS**, the proposed contract will be awarded to Sullivan Electric and Pump, Inc. in the amount of \$87,665.00. Sullivan Electric and Pump, Inc. met the City's requirement of 15% participation in the Minority Business Enterprises (M/WBE) to participate in and perform projects financed with City funds; and

**WHEREAS**, said proposed contract shall be awarded from Account No. 407-1437-5330-4616.

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

**Section 1:** That the Mayor and City Clerk are hereby authorized to execute a contract between Sullivan Electric and Pump, Inc. and the City of Riviera Beach in the amount of \$87,665.00 for the installation of two (2) variable frequency drive (VFD) units and the associated SCADA programming for the Water Treatment Plant.

**Section 2:** That the City Council hereby accepts and that the Mayor and Finance Director are authorized to make payment for same under Account No. 407-1437-5330-4616.

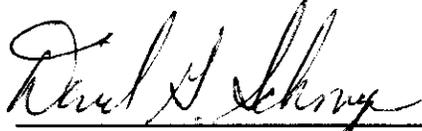
**Section 3:** That a copy of the contract between Sullivan Electric and Pump, Inc. and the City of Riviera Beach shall be attached hereto and made a part of this resolution.

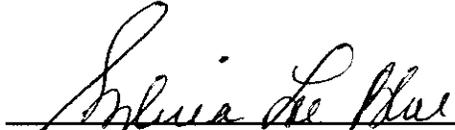
**Section 4:** This Resolution shall take effect upon its passage and adoption by the City Council.

**PASSED AND ADOPTED THIS 21st DAY OF AUGUST, 2002**

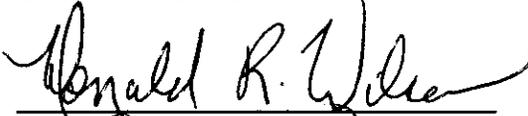
APPROVED:

  
MICHAEL D. BROWN,  
MAYOR

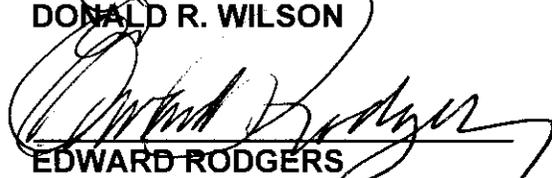
  
DAVID G. SCHNYER,  
CHAIRPERSON

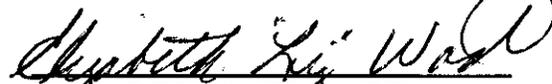
  
SYLVIA LEE BLUE,  
CHAIR PRO-TEM

(MUNICIPAL SEAL)

  
DONALD R. WILSON

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

  
EDWARD RODGERS

  
ELIZABETH "LIZ" WADE  
COUNCIL MEMBERS

MOTIONED BY: 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: 8/12/02