

RESOLUTION NO. 141-01

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF RIVIERA BEACH, PALM BEACH COUNTY, FLORIDA, DESIGNATING A VOTING DELEGATE TO THE FLORIDA LEAGUE OF CITIES 75TH ANNUAL CONFERENCE TO BE HELD AUGUST 23 – 25, 2001, IN ORLANDO, FLORIDA; AND PROVIDING AN EFFECTIVE DATE.

WHEREAS, THE FLORIDA LEAGUE OF CITIES 75TH ANNUAL CONFERENCE WILL BE HELD AUGUST 23 – 25, 2001, IN ORLANDO, FLORIDA; AND

WHEREAS, THE CITY COUNCIL HAS INDICATED THEIR INTENT TO PARTICIPATE IN THE 2001 ANNUAL CONFERENCE ; AND

WHEREAS; THE FLORIDA LEAGUE OF CITIES BY-LAWS REQUIRES THAT EACH MEMBER CITY SENDING DELEGATES TO THE ANNUAL CONFERENCE DESIGNATE ONE OF THEIR OFFICIALS TO SERVE AS THE CITY'S VOTING DELEGATE AND CAST THEIR VOTES AT THE ANNUAL BUSINESS SESSION.

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 DESIGNATE ONE CITY OFFICIAL TO SERVE AS VOTING DELEGATE TO THE FLORIDA LEAGUE OF CITIES 75TH ANNUAL CONFERENCE.

SECTION 2: THIS RESOLUTION SHALL TAKE EFFECT UPON ITS APPROVAL AND PASSAGE BY THE CITY COUNCIL

PASSED AND APPROVED THIS 01 day of August, 2001.

APPROVED:

[Signature]
MICHAEL D. BROWN, MAYOR

(MUNICIPAL SEAL)

[Signature]
EDWARD RODGERS, CHAIRPERSON

[Signature]
DAVID G. SCHNYER, CHAIR PRO TEM

[Signature]
DONALD R. WILSON

[Signature]
SYLVIA LEE BLUE

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

[Signature]
ELIZABETH K. WADE
COUNCIL MEMBERS

MOTIONED BY: E. Wade

SECONDED BY: D. Wilson

E. RODGERS absent

D. SCHNYER aye

D. WILSON aye

S. BLUE aye

E. WADE aye

REVIEWED AS TO LEGAL SUFFICIENCY

[Signature]
CITY ATTORNEY
CITY OF RIVIERA BEACH

DATE: 7/25/01

**75th Annual Conference
Florida League of Cities, Inc.
August 23-25, 2001
Lake Buena Vista, Florida**

It is important that each member city sending delegates to the Annual Conference of the Florida League of Cities, designate one of their officials to cast their votes at the Annual Business Session. League By-Laws requires that each city select one person to serve as the city's voting delegate.

Please fill out this form and return it to the League office so that your voting delegate may be properly identified.

Designation of Voting Delegate

Name of Voting Delegate: Edward Rodgers
Title: Council Chair
City of: Burusa Beach

AUTHORIZED BY:

Carrie L. Ward
Name

City Clerk
Title
per City Council Action 8/01/01

Return this form to:

Gail Dennard
Florida League of Cities, Inc.
Post Office Box 1757
Tallahassee, FL 32302-1757
or Fax to Gail Dennard at (850) 222-3806

RESOLUTION NO. 142-01

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF RIVIERA BEACH, PALM BEACH COUNTY, FLORIDA, AUTHORIZING THE MAYOR AND CITY CLERK TO EXECUTE AN INTERLOCAL AGREEMENT BETWEEN THE CITY OF RIVIERA BEACH, AND PALM BEACH COUNTY PROVIDING FOR THE FUNDING OF IMPROVEMENTS TO DAN CALLOWAY RECREATION COMPLEX – PHASE I.

WHEREAS, the City of Riviera Beach owns property located at 1420 W. 10th Street in Riviera Beach which, was formerly known as Tate Park; and

WHEREAS, the City of Riviera Beach desires to construct the Dan Calloway Recreation Complex – Phase I, hereinafter referred to as “the Project” at said location; and

WHEREAS, on March 9, 1999, a bond referendum was passed by the voters of Palm Beach County for the issuance of general obligation bonds for the purpose of financing the acquisition, construction, and/or improvements to certain recreation and cultural facilities, in the principal amount of \$25 Million.

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

Section 1. The Mayor and the City Clerk are authorized to execute an Interlocal Agreement between the City of Riviera Beach, and Palm Beach County providing for the funding of improvements to Dan Calloway Recreation Complex – Phase I.

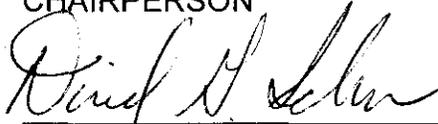
PASSED and APPROVED this 01 day of August, 2001.

APPROVED:

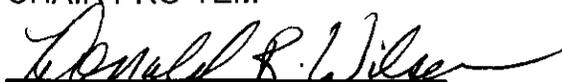

MICHAEL D. BROWN
MAYOR

absent
EDWARD RODGERS
CHAIRPERSON

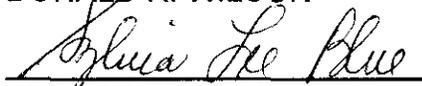
(MUNICIPAL SEAL)

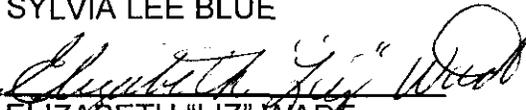

DAVID G. SCHNYER
CHAIR PRO-TEM

ATTEST


DONALD R. WILSON


CARRIE E. WARD, CMC/AAE
CITY CLERK


SYLVIA LEE BLUE


ELIZABETH "LIZ" WADE
COUNCILMEMBERS

MOTIONED BY: D. Wilson

SECONDED BY: S. Blue

E. RODGERS absent

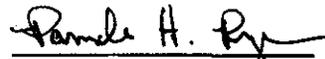
D. SCHNYER aye

D. WILSON aye

S. BLUE aye

E. WADE aye

REVIEWED AS TO LEGAL
SUFFICIENCY


CITY ATTORNEY
CITY OF RIVIERA BEACH

Date 8/1/01

WEW:mem
8/01/01

R200171656

OCT 02 2001

**INTERLOCAL AGREEMENT BETWEEN PALM BEACH COUNTY
AND THE CITY OF RIVIERA BEACH FOR FUNDING OF DAN CALLOWAY
RECREATION COMPLEX - PHASE I**

THIS INTERLOCAL AGREEMENT is made and entered into on OCT 02 2001, by and between PALM BEACH COUNTY, a political subdivision of the State of Florida, hereinafter referred to as "COUNTY", and the City of Riviera Beach, a Florida municipal corporation, hereinafter referred to as "MUNICIPALITY".

WITNESSETH:

WHEREAS, MUNICIPALITY owns property located at 1420 W. 10th Street in Riviera Beach which was formerly known as Tate Park; and

WHEREAS, MUNICIPALITY desires to construct the Dan Calloway Recreation Complex - Phase I, hereinafter referred to as "the Project" at said location; and

WHEREAS, MUNICIPALITY has asked COUNTY to financially participate in the construction of said project; and

WHEREAS, on March 9, 1999, a bond referendum was passed by the voters of Palm Beach County for the issuance of general obligation bonds for the purpose of financing the acquisition, construction, and/or improvements to certain recreation and cultural facilities, in the principal amount of \$25 Million; and

WHEREAS, on July 27, 1999, COUNTY approved a recreation and cultural facilities project list and proposed funding allocations for the \$25 Million Recreation and Cultural Facilities Bond; and

WHEREAS, the Project represents one such recreation/cultural project enumerated in the \$25 Million Recreation and Cultural Facilities Bond; and

WHEREAS, MUNICIPALITY desires to operate and maintain the Project upon its completion; and

WHEREAS, the Project shall be open to and benefit all residents of Palm Beach County; and

WHEREAS, Section 163.01, Florida Statutes, permits public agencies to enter into Interlocal Agreements with each other to jointly exercise any power, privilege, or authority which such agencies share in common and which each might exercise separately; and

WHEREAS, both parties desire to increase the recreational and cultural opportunities for residents of Palm Beach County and to enter into this Interlocal Agreement.

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

ARTICLE 1: GENERAL

Section 1.01 The foregoing recitals are true and correct and are incorporated herein as if fully set forth.

Section 1.02 The purpose of this Interlocal Agreement is to enhance recreational and cultural opportunities for use by the public and thereby provide a mechanism for the COUNTY to assist MUNICIPALITY in the funding of the Project.

Section 1.03 COUNTY will pay to MUNICIPALITY a total amount not to exceed \$800,000 for the design and construction of the Project as more fully described in the Project Description and Conceptual Site Plan attached hereto and made a part hereof as Exhibit "A".

Section 1.04 MUNICIPALITY agrees to provide funding in an amount of \$200,000 or greater to complete the Project.

Section 1.05 COUNTY's representative during the design and construction of the Project shall be the Director of Parks and Recreation, Palm Beach County Parks and Recreation Department, telephone no. (561) 966-6685. MUNICIPALITY's representative during the design and construction of the Project shall be John Williams, Parks and Recreation Director, 561- 845-4070.

Section 1.06 MUNICIPALITY shall design and construct the Project upon property owned by MUNICIPALITY as more fully described in Exhibit "B" attached hereto and made a part hereof.

Section 1.07 MUNICIPALITY shall utilize its procurement process for all design and construction services required for the Project. Said procurement process shall be consistent with all federal, state and local laws, rules and regulations. COUNTY shall have

no contractual obligation to any person retained by MUNICIPALITY with regard to the Project. Any dispute, claim, or liability that may arise as a result of MUNICIPALITY's procurement is solely the responsibility of MUNICIPALITY and MUNICIPALITY hereby holds the COUNTY harmless for same to the extent permitted by law and subject to the limitations of Section 768.28, Florida Statutes.

ARTICLE 2: DESIGN AND CONSTRUCTION

Section 2.01 MUNICIPALITY shall be responsible for the design and construction of the Project. MUNICIPALITY shall design and construct the Project in accordance with Exhibit "A" (Project Description and Conceptual Site Plan), attached hereto and made a part hereof, and with all applicable federal, state and local laws, rules and regulations.

Section 2.02 Prior to or upon execution of this Interlocal Agreement by the parties hereto, MUNICIPALITY shall initiate its procurement process to select the necessary professional engineer and/or architect to perform all engineering and/or architectural design work, including, but not limited to, the preparation of plans, permits and specifications necessary for the design and construction of the Project.

Section 2.03 MUNICIPALITY shall provide a copy of the engineer's and/or architect's programming phase documents (i.e., site plan, floor plan, elevations, etc.) to the COUNTY's Representative for review. The COUNTY's Representative shall review said programming phase documents to ensure consistency with the intent of this Interlocal Agreement.

Section 2.04 MUNICIPALITY shall be responsible for securing all permits and approvals necessary to construct the Project.

Section 2.05 Prior to MUNICIPALITY commencing construction of the Project, MUNICIPALITY shall provide a copy of all plans and specifications along with the associated costs thereof to the COUNTY's Representative for review of same to ensure consistency with the intent of this Interlocal Agreement.

Section 2.06 MUNICIPALITY agrees to totally complete the Project and open same to the public for its intended use within thirty six (36) months from the date of execution of this Interlocal Agreement by the parties hereto. Upon notification to the COUNTY at least ninety (90) days prior to that date, MUNICIPALITY may request an extension beyond this period for the purpose of completing the Project. COUNTY shall not unreasonably deny MUNICIPALITY's request for said extension.

Section 2.07 MUNICIPALITY shall submit quarterly project status reports to the COUNTY's Representative on or before January 10, April 10, July 10, and October 10

during the design and construction of the Project. These Quarterly reports shall include but not be limited to, a summary of the work accomplished, problems encountered, percentage of completion, and other information as deemed appropriate by the COUNTY's Representative.

ARTICLE 3: FUNDING

Section 3.01 The total not to exceed amount as set forth in Section 1.03 hereinabove shall be paid by COUNTY to MUNICIPALITY on a reimbursable basis. Any costs incurred in connection with the Project in excess of that amount shall be the sole responsibility of MUNICIPALITY. Should the total cost of the Project exceed the amount as projected by MUNICIPALITY, MUNICIPALITY shall appropriate and expend the excess funds required for completion of the Project. The COUNTY shall not dispense any funds to MUNICIPALITY for the Project until MUNICIPALITY has appropriated and expended said excess funds for the Project.

Section 3.02 The COUNTY shall reimburse project costs under the terms of this Agreement to MUNICIPALITY on a quarterly basis from the date of execution of this Interlocal Agreement; however, should the need arise for MUNICIPALITY to be reimbursed on a more frequent basis, then COUNTY will, at MUNICIPALITY 's specific request for each instance, make its best efforts to reimburse MUNICIPALITY within forty five (45) days of such special request. For each requested payment, MUNICIPALITY shall provide to the COUNTY's Representative a fully completed and executed Contract Payment Request Form and a Contractual Services Purchase Schedule Form, attached hereto and made a part hereof as Exhibit "C". Said forms shall include information listing each invoice as paid by the MUNICIPALITY and shall include the vendor invoice number; invoice date; and the amount paid by MUNICIPALITY along with the number and date of the respective check for said payment. MUNICIPALITY shall attach a copy of each vendor invoice paid by MUNICIPALITY along with a copy of each respective check and shall make reference thereof to the applicable item listed on the Contractual Services Purchase Schedule Form. Further, MUNICIPALITY 's Project Administrator and Project Financial Officer shall certify the total funds spent by MUNICIPALITY on the Project and shall also certify that each vendor invoice as listed on the Contractual Services Purchase Schedule Form was paid by MUNICIPALITY as indicated.

Section 3.03 The COUNTY shall retain not less than ten percent (10%) of the total amount allocated to MUNICIPALITY for the Project until MUNICIPALITY completes the Project and provides COUNTY with either a Certificate of Occupancy or a Project Completion Certification as determined by COUNTY, and the COUNTY receives and approves all documentation as required in accordance with this Interlocal Agreement. The COUNTY's representative shall visit the Project site to verify and approve said final reimbursement.

Section 3.04 MUNICIPALITY shall provide a request for final reimbursement to the COUNTY no later than ninety (90) days following completion of the Project and provision of either a Certificate of Occupancy or Project Completion Certification to the County.

Section 3.05 The County agrees to reimburse MUNICIPALITY an amount not to exceed \$29,000 for those approved pre-agreement costs accruing to the Project subsequent to March 9, 1999, as more fully described in Exhibit "D", Cost Estimate and Pre-Agreement Cost List.

3.06 For construction projects fully funded by the County Bond, no more than 10% of the Bond funding for the project shall be used for design and engineering costs for the project and be eligible for reimbursement under this Agreement. For construction projects not fully funded by the County Bond, all design and engineering costs associated with the project shall be borne by the MUNICIPALITY, and will not be eligible for reimbursement from the County.

ARTICLE 4: OWNERSHIP, OPERATION AND MAINTENANCE OF THE PROJECT

Section 4.01 Upon completion, the Project shall remain the property of the MUNICIPALITY. The COUNTY shall not be required to pay MUNICIPALITY any additional funds for any other capital improvement required by or of MUNICIPALITY.

Section 4.02 MUNICIPALITY hereby warrants and represents that it has full legal authority and financial ability to operate and maintain said Project. MUNICIPALITY shall be responsible for all costs, expenses, fees and charges, and liability related to the operation and maintenance of the Project.

Section 4.03 MUNICIPALITY shall operate and maintain the Project for its intended use by the general public for a term of thirty (30) years from the execution of this Interlocal Agreement by the parties hereto. MUNICIPALITY shall maintain the Project in accordance with industry standards for such facilities to prevent undue deterioration and to encourage public use.

Section 4.04 The rights and duties arising under this Interlocal Agreement shall inure to the benefit of and be binding upon the parties hereto and their respective successors and assigns. MUNICIPALITY may not assign this Interlocal Agreement or any interest hereunder without the express prior written consent of the COUNTY.

Section 4.05 It is the intent of COUNTY to issue this funding assistance to MUNICIPALITY for the purpose set forth hereinabove. In the event MUNICIPALITY transfers ownership of the Project to a party or parties not now a part of this Interlocal

Agreement, other than another governmental entity that agrees to assume, in writing, MUNICIPALITY's obligations hereunder, COUNTY retains the right to reimbursement from MUNICIPALITY for its participation to the full extent of the funding assistance awarded to accomplish the Project. Should MUNICIPALITY transfer management of the project to a party or parties not now a part of this Interlocal Agreement, MUNICIPALITY shall continue to be responsible for the liabilities and obligations as set forth herein. Further, MUNICIPALITY shall not transfer management of the Project to a third party without the written consent of the COUNTY.

ARTICLE 5: USE OF THE PROJECT

Section 5.01 MUNICIPALITY warrants that the Project shall serve a public recreational or cultural purpose and be open to and benefit all residents of Palm Beach County and shall be available thereto on the same cost and availability basis as to residents of MUNICIPALITY. MUNICIPALITY shall not discriminate on the basis of race, color, sex, national origin, age, disability, religion, ancestry, marital status or sexual orientation with respect to use of the Project.

Section 5.02 The term of this Interlocal Agreement shall be for a period of thirty (30) years commencing upon the date of execution of this Interlocal Agreement by the parties hereto. MUNICIPALITY shall restrict its use of the Project to recreational, cultural, civic, community and social purposes only unless otherwise agreed to in writing by the parties hereto.

Section 5.03 MUNICIPALITY shall affix a permanent plaque or marker in a prominent location at the completed Project indicating that the COUNTY was a contributor to the development of the Project. Said plaque or marker shall include the County seal and a list of County Commissioners, unless otherwise directed by the COUNTY's Representative.

ARTICLE 6: ACCESS AND AUDITS

MUNICIPALITY shall maintain adequate records to justify all charges, expenses, and costs incurred in estimating and performing the design and construction of the Project for at least five (5) years after the end of the fiscal year in which the final payment is released by the COUNTY, except that such records shall be retained by MUNICIPALITY until final resolution of matters resulting from any litigation, claim, or special audit that starts prior to the expiration of the five (5) year period. The COUNTY reserves the right, upon reasonable request and during normal business hours, to inspect said Project and shall have access to such books, records, and documents as required in this section for the purpose of inspection or audit.

ARTICLE 7: NOTICES

Any notice given pursuant to the terms of this Interlocal Agreement shall be in writing and hand delivered or sent by Certified Mail, Return Receipt Requested. All notices shall be addressed to the following:

As to the COUNTY:

Director of Parks and Recreation
Palm Beach County Parks and Recreation Department
2700 Sixth Avenue South
Lake Worth, FL 33461

As to the MUNICIPALITY:

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

ARTICLE 8: TERMINATION FOR NON-COMPLIANCE

The COUNTY may terminate this Interlocal Agreement upon written notice to MUNICIPALITY for non-compliance by MUNICIPALITY in the performance of any of the terms and conditions as set forth herein and where MUNICIPALITY does not cure said non-compliance within ninety (90) days of receipt of written notice from the COUNTY to do so. Further, if MUNICIPALITY does not cure said non-compliance within the time frame specified above, then upon written notice, the COUNTY may require MUNICIPALITY to reimburse any funds provided to MUNICIPALITY pursuant to this Interlocal Agreement either in whole or in part once the COUNTY has reasonably determined that no other remedy is available.

ARTICLE 9: REMEDIES

This Interlocal Agreement shall be governed by the laws of the State of Florida. Any and all legal action necessary to enforce the Interlocal 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 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. The parties hereto may pursue any and all actions available under law to enforce this Interlocal Agreement including, but not limited to, actions arising from the breach of any provision set forth herein.

ARTICLE 10: FILING

A copy of this Interlocal Agreement shall be filed with the Clerk of the Circuit Court in and for Palm Beach County.

ARTICLE 11: INDEMNIFICATION

MUNICIPALITY shall indemnify, defend, and hold harmless COUNTY against any actions, claims, or damages arising out of MUNICIPALITY's negligence in connection with this Interlocal Agreement to the extent permitted by law. The foregoing indemnification shall not constitute a waiver of sovereign immunity beyond the limits set forth in Section 768.28, Florida Statutes, nor shall the same be construed to constitute agreement to indemnify the County for the County's negligent acts or omissions.

ARTICLE 12: INSURANCE

Without waiving the right to sovereign immunity as provided by Section 768.28, Florida Statutes, the MUNICIPALITY acknowledges to be self-insured for General Liability under Florida sovereign immunity statutes with coverage limits of \$100,000 per person and \$200,000 per occurrence; or such monetary waiver limits that may change and be set forth by the legislature.

In the event the MUNICIPALITY does not rely exclusively on sovereign immunity as provided by Section 768.28, Florida Statutes, the MUNICIPALITY shall agree to maintain third-party Commercial General Liability at limits not less than \$500,000 combined single limit for bodily injury or property damage. With respect to Commercial General Liability, MUNICIPALITY shall agree to add the COUNTY as an "Additional Insured". Any claims-bill tailored coverage shall not be considered third-party liability for the purpose of this paragraph.

The MUNICIPALITY agrees to maintain or to be self-insured for Workers' Compensation and Employer's Liability insurance in accordance with Chapter 440, Florida Statutes.

The MUNICIPALITY agrees to maintain or acknowledges to be self-insured for property insurance, which would include builder's risk insurance while the project is in the course of construction in an amount at least equal to the estimated completed project value as well as subsequent modifications of that sum; thereafter, All-Risk property insurance for adequate limits based on the MUNICIPALITY'S replacement cost or probable maximum loss estimates for the perils of either fire, wind, or flood. MUNICIPALITY shall agree to be fully responsible for any deductible or self-insured retention.

The MUNICIPALITY shall agree to provide a statement or Certificate of Insurance evidencing insurance, self-insurance, and/or sovereign immunity status, which COUNTY agrees to recognize as acceptable for the above mentioned coverages.

Compliance with the foregoing requirements shall not relieve MUNICIPALITY of its liability and obligations under this Interlocal Agreement.

ARTICLE 13: CAPTIONS

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

ARTICLE 14: SEVERABILITY

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

ARTICLE 15: ENTIRETY OF AGREEMENT

This Interlocal Agreement represents the entire understanding between the COUNTY and MUNICIPALITY, and supersedes all other negotiations, representations or agreements, either written or oral, relating to this Interlocal Agreement. None of the provisions, terms and conditions contained in this Interlocal Agreement may be added to, modified, superseded or otherwise altered, except by written instrument executed by the parties hereto.

IN WITNESS WHEREOF, the parties have caused this Interlocal Agreement to be executed on the day and year first above written.

R2001:1656 OCT 02 2001

ATTEST:

DOROTHY H. WILKEN, CLERK
Board of County Commissioners

By: [Signature]
Deputy Clerk



PALM BEACH COUNTY, FLORIDA BY ITS
BOARD OF COUNTY COMMISSIONERS

By: [Signature]
Warren H. Newell, Chairman

ATTEST:

By: [Signature]
Clerk 8/10/01

CITY OF RIVIERA BEACH

By: [Signature]
Mayor

APPROVED AS TO FORM AND
LEGAL SUFFICIENCY

By: [Signature]
County Attorney

APPROVED AS TO FORM AND
LEGAL SUFFICIENCY

By: [Signature]
Municipality Attorney

APPROVED AS TO TERMS AND CONDITIONS

By: [Signature]
Dennis L. Eshleman, Director
Parks and Recreation Department

LIST OF EXHIBITS

- | | |
|-----------|---|
| EXHIBIT A | Project Description and Conceptual Site Plan |
| EXHIBIT B | Legal Description of Property |
| EXHIBIT C | Contract Payment Request Form (Page 1 of 2) and
Contractual Services Purchase Schedule Form) (Page 2 of 2) |
| EXHIBIT D | Cost Estimate and Pre-Agreement Cost List (If Applicable) |

EXHIBIT A

PROJECT DESCRIPTION AND CONCEPTUAL
SITE PLAN

LEGAL DESCRIPTION OF PROPERTY

LEWIS TERMINALS PL 2 TH PT OF SE 1/4 OF NW 1/4 S OF CNL LYG BETWEEN RY R/W & AVE O & TH PT OF NE 1/4 OF SW 1/4 N OF INLET BLVD LYG BETWEEN RY R/W & AVE O (LESS ELY 396.74, TOGETHER WITH;

32-42-43, W 200 FT OF SW 1/4 OF SW 1/4 OF NE 1/4, TOGETHER WITH;

32-42-43, E 1/2 OF SE 1/4 OF SE 1/4 OF NW 1/4, TOGETHER WITH;

32-42-43, N 146 FT OF S 196 FT OF W 50 FT OF E 1/2 OF NE 1/4 OF SE 1/4 OF NW 1/4, TOGETHER WITH;

INLET CITY LTS 1 TO 10 INC BLK 9

EXHIBIT C

CONTRACT PAYMENT REQUEST FORM AND
CONTRACTUAL SERVICES PURCHASE
SCHEDULE FORM

**PALM BEACH COUNTY
PARKS AND RECREATION DEPARTMENT**

EXHIBIT C

CONTRACT PAYMENT REQUEST

(Project)

Grantee _____

Request Date _____

Billing # _____

Billing Period _____

PROJECT PAYMENT SUMMARY

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

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

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

Administrator/Date

Financial Officer/Date

PBC USE ONLY	
County Funding Participation	\$ _____
Total Project Cost	\$ _____
Total project costs to date	\$ _____
County obligation to date	\$ _____
County retainage (___%)	(_____)
County funds previously disbursed	(_____)
County funds due this billing	\$ _____
Reviewed and Approved by:	
	_____ PBC Project Administrator/Date
	_____ Department Director/Date

EXHIBIT D

PROJECT COST ESTIMATE AND PRE-AGREEMENT COST LIST

Note: Costs must be for eligible project expenses incurred
subsequent to March 9, 1999

BUDGET for Calloway Rec. Complex

Date: 5/25/2001

Phase I

1. Site Clearing	
Clear top soil approx 75% of Site	\$ 14,000.
Excavation for Dry Retention	20,000.
Demolition above ground (Concession Bldg. Fences, Misc.)	10,000.
2. Underground Potable Water & Sanitary Utilities for Concession/Restroom, drinking fount., Storm Water piping	75,000
3. Electrical Distribution	
General electrical distribution for site lighting, ballfields, parking, courts, etc.	70,000.
4. General Site Lighting	
Security, Parking & Courts	30,000.
5. Structures	
1 Picnic Shelter, 1 Amphitheater/Stage	40,000.
6. Concession/Restroom Bldg. (located @ Ballfield)	65,000.
7. Hardsurface Courts (4 Basketball, 1 Volleyball)	57,000.
8. "Soft" Courts (1 Sand Volleyball)	3,000.
9. Parking Lots	
New parking area & renovate existing parking area	80,000.
10. Adult Base Ball Field	
Clay & grass, fencing, 2 bleachers, lighting, irrigation, benches	110,000.

11. Irrigation		
Wells, distribution, irrigation for approx.		
50% of site (remainder site is either hard surface		
or the irrigation was covered in Ball field costs)	100,000.	
12. Landscaping		
Soil prep, sod (no seeding), or tree/shrub planting		
for approx. 50% of site (remainder of site is either		
hard surface or the irrigation was covered		
in Ball field costs)	170,000.	
13. Site Furniture		
Misc. Benches, Trash Contain., Fitness Trail Equip.	15,000.	
14. Playground Equipment		
for small and older children	12,000.	
15. "Pre-Approval" Fencing *		
(Installed prior to funding approval by City/County)	19,000.	
16. Additional Fencing		
Misc. fencing	5,000.	
SUBTOTAL	<u>\$ 895,000.</u>	\$ 895,000.
Survey, Landscape Arch't, Architecture & Engineer Fees	70,000.	
"Pre-Approval" Design- Master Plan *	10,000.	
Contingency	25,000.	
SUBTOTAL	<u>\$ 105,000.</u>	\$ 105,000.
TOTAL ESTIMATED Phase I COSTS		\$ 1,000,000.

* - Indicates line item currently expended by City Parks Dept. prior to approval.

PROJECT CHECKSHEET

PALM BEACH COUNTY CULTURAL AND RECREATIONAL FACILITIES BOND

Project Name Riviera Beach - Tate Recreation Complex - Phase I
Project Amount \$800,000
Project Time Frame 3-9-99 to 10-1-04
Project Liaison John Williams, Parks and Recreation Department Director (845-4070)
Project Term 30 Years from date of approval (10-2-2001) 10-1-2031

1. **REVIEW OF PLANS, SPECIFICATIONS, AND COSTS** - Submit to Palm Beach County Parks and Recreation Department for review **prior to commencement of project construction**:

PLANS	X	<u>OK</u>
SPECIFICATIONS	X	<u>OK</u>
COSTS	X	<u>OK</u>

2. **STATUS REPORT**- Submit to Palm Beach County Parks and Recreation Department on:

October 10, 2001	_____	April 10, 2003	_____
January 10, 2002	_____	July 10, 2003	_____
April 10, 2002	_____	October 10, 2003	_____
July 10, 2002	_____	January 10, 2004	_____
October 10, 2002	_____	April 10, 2004	_____
January 10, 2003	_____	July 10, 2004	_____

A request for an amendment to the Agreement for an extension of project completion time must be submitted to this office by July 1, 2004 if the project will not be complete by October 1, 2004.

3. **INSURANCE CERTIFICATES** - Provide to Palm Beach County Parks and Recreation Department as follows (See Page 8, Article 13 of Agreement for limits) :

LIABILITY (contractual and completed operations)- certificate must be received prior to commencement of construction and insurance must remain in effect for the term of the Agreement . Provide renewal certificates annually. Exp. Date 10-1-02

PROPERTY - Required upon completion-must remain in effect for the term of the Agreement. Provide renewal certificates annually. 10-1-02

BUILDER'S RISK - Provide certificate . _____ **NEEDED**

4. **CERTIFICATION OF PROJECT COMPLETION** - Must be provided to PBC Parks and Recreation Dept **prior to final reimbursement** _____

5. **MARKER IDENTIFYING COUNTY AS FUNDING SOURCE ERECTED** - Must be erected and photograph provided **prior to final reimbursement** _____

6. **REIMBURSEMENT REQUEST** - May be submitted quarterly after January 10, 2002. See Article 3 of Agreement for details. Use Forms attached to Agreement as Exhibit C for each request.

Note - PreAgreement costs incurred subsequent to 3-9-01 are eligible for reimbursement.

RESOLUTION NO. 143-01

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF RIVIERA BEACH, PALM BEACH COUNTY, FLORIDA, AUTHORIZING THE PURCHASE OF PROQA EMERGENCY MEDICAL DISPATCH (EMD) SOFTWARE SYSTEM FROM MEDICAL PRIORITY CONSULTANTS, INC., SALT LAKE CITY, UTAH AND FOR EMD INTERFACE SOFTWARE MAINTENANCE FROM VISIONAIR, INC., CASTLE HAYNE, NORTH CAROLINA WITH GRANT FUNDS PROVIDED THROUGH THE STATE OF FLORIDA EMERGENCY MEDICAL SERVICES COUNTY GRANT PROGRAM FOR THE TOTAL AMOUNT OF \$34,336.99; AUTHORIZING THE MAYOR AND FINANCE DIRECTOR TO MAKE PAYMENT FROM ACCOUNT NUMBER 107-0921-526-0-6405; AND PROVIDING FOR AN EFFECTIVE DATE.

WHEREAS, the City of Riviera Beach provides Emergency Medical Services to the citizens and visitors of Riviera Beach; and

WHEREAS, the first link to getting help in a medical emergency is often a telephone call to the Emergency Medical Services (EMS) Dispatcher at the City's Public Safety Answering Point (PSAP); and

WHEREAS, Emergency Medical Dispatch (EMD) software will guide a dispatcher through the process of providing verbal instructions over the telephone to the victim or to a bystander before the fire rescue crews arrive and gathering information about the safety of the scene for the patient, bystanders, and the crews; and

WHEREAS, Riviera Beach Fire Rescue has received grant funding from the State of Florida EMS County Grant program for the purchase of Emergency Medical Dispatch (EMD) software.

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

Section 1: The City Council of the City of Riviera Beach, Palm Beach County, Florida does hereby accept the terms and conditions of the Florida Emergency Medical Services (EMS) County Grant Program, its goals and objectives, with Palm Beach County Board of County Commissioners to expand and/or improve the City's pre-hospital Emergency Medical Services.

Section 2: The City Council of the City of Riviera Beach, Palm Beach County, Florida authorizes Fire Rescue to purchase the ProQA Emergency Medical Dispatch software, maintenance and training from Medical Priority Consultants, Inc., Salt Lake City, Utah and EMD interface software maintenance from VisionAIR, Inc., Castle Hayne, North Carolina, for the total amount of \$34,336.99.

Section 3: The City Council of the City of Riviera Beach, Palm Beach County, Florida authorizes the Mayor and Finance Director to make payment for the same in the amount of \$32,434.99 to Medical Priority Consultants, Inc. and \$1,902.00 to VisionAIR, Inc. from account number 107-0921-526-0-6405.

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

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

PASSED and APPROVED this 15 day of August, 2001.

APPROVED RESOLUTION NO. _____


MICHAEL D. BROWN, MAYOR

(MUNICIPAL SEAL)


EDWARD RODGERS, CHAIR PERSON


DAVID G. SCHNYER, CHAIR PRO-TEM

ATTEST:


DONALD R. WILSON


SYLVIA LEE BLUE


CARRIE, WARD, CMC/AE
CITY CLERK


ELIZABETH "LIZ" WADE
COUNCIL MEMBERS

MOTIONED BY: D. Schnyer

SECONDED BY: S. Blue

E. RODGERS: aye

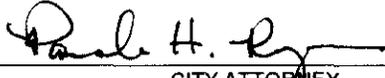
D. SCHNYER: aye

D. WILSON: absent

S. BLUE: aye

E. WADE: aye

PML 07-12-01

REVIEWED AS TO LEGAL SUFFICIENCY

CITY ATTORNEY CITY OF RIVIERA BEACH
DATE: <u>8/8/01</u>

RESOLUTION NO. 144-01

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF RIVIERA BEACH, PALM BEACH COUNTY, FLORIDA, AUTHORIZING THE FINANCE DIRECTOR TO APPROPRIATE FUNDS IN THE AMOUNT OF \$150,000 FROM THE FUND BALANCE ACCOUNT # 001-00-399-999 TO THE HUMAN RESOURCES DEPARTMENT LABOR RELATIONS CONTRACT SERVICES ACCOUNT# 001-0512-5190-3101; AND PROVIDING AN EFFECTIVE DATE.

WHEREAS, the Human Resources Department has incurred and continues to incur legal expenses in excess of the amount budgeted; and

WHEREAS, due to the shortfall, funds need to be appropriated from general fund balance to cover legal expenses through the end of the fiscal year.

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

SECTION 1. The Finance Director is hereby authorized to appropriate \$150,000 to the Human Resources Department Labor Relations Contract Services Account No. 001-0512-5190-3101.

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

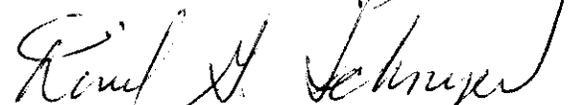
PASSED AND ADOPTED this 15 day of August 2001.

APPROVED:



MICHAEL D. BROWN, MAYOR
(MUNICIPAL SEAL)



EDWARD RODGERS, CHAIRPERSON


DAVID G. SCHNYER, CHAIR PRO-TEM



DONALD R. WILSON

ATTEST:



RIE E. WARD, MC/AE
CITY CLERK



SYLVIA LEE BLUE



ELIZABETH "LIZ" WADE
COUNCIL MEMBERS

MOTIONED BY: D. SCHNYER

SECONDED BY: S. BLUE

E. RODGERS AYE

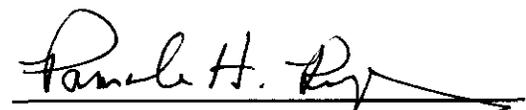
D. SCHNYER AYE

D. WILSON ABSENT

S. BLUE AYE

E. WADE AYE

REVIEWED AS TO LEGAL SUFFICIENCY



CITY ATTORNEY
CITY OF RIVIERA BEACH

DATE: 8/8/01

RESOLUTION NO. 145-01

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF RIVIERA BEACH, PALM BEACH COUNTY, FLORIDA, AUTHORIZING THE MAYOR AND CITY CLERK TO EXECUTE AN AGREEMENT WITH THE FLORIDA DEPARTMENT OF TRANSPORTATION FOR CONSTRUCTING A FULLY ACTUATED TRAFFIC SIGNAL AT THE INTERSECTION OF MILITARY TRAIL AND LEO LANE.

WHEREAS, the Florida Department of Transportation (the Department) and the City of Riviera Beach are desirous to construct a fully actuated traffic signal on Military Trail at Leo Lane; and

WHEREAS, the Department is prepared to contribute funds towards installation of said signal; and

WHEREAS, the City desires to provide the design and construction supervision associated with installation of the signal.

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

SECTION 1. The agreement between the City of Riviera Beach and Florida Department of Transportation for constructing a traffic signal on Military Trail at Leo Lane is approved.

SECTION 2. The Mayor and City Clerk are authorized to execute the agreement on behalf of the City of Riviera Beach.

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

RESOLUTION NO. 145-01
PAGE -2-

PASSED AND APPROVED this 15 day of August, 2001

APPROVED:

Michael D. Brown
MAYOR MICHAEL D. BROWN

Edward Rodgers
EDWARD RODGERS, CHAIRPERSON

(MUNICIPAL SEAL)

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

Donald R. Wilson
DONALD R. WILSON

ATTEST:

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

Sylvia Lee Blue
SYLVIA LEE BLUE

Elizabeth K. Wade
ELIZABETH K. WADE
COUNCIL MEMBERS

MOTIONED BY: D. Schnyer

SECONDED BY: S. Blue

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

REVIEWED AS TO LEGAL SUFFICIENCY

City Attorney

City of Riviera Beach

Panel H. Ryan
Date: 8/10/01

STATE OF FLORIDA DEPARTMENT OF TRANSPORTATION
AND
CITY OF RIVIERA BEACH
JOINT PARTICIPATION AGREEMENT

THIS AGREEMENT, entered into this 5 day of November, 2001 by and between the STATE OF FLORIDA DEPARTMENT OF TRANSPORTATION hereinafter called the DEPARTMENT, and the CITY OF RIVIERA BEACH, located at 600 West Blue Heron Boulevard, P.O. Box 10692, Riviera Beach, Florida, 33404 hereinafter called the CITY.

WITNESSETH

WHEREAS, the DEPARTMENT and the CITY are desirous of having the CITY make certain improvements in connection with the Traffic Signal System located at the intersection of SR 809 (Military Trail) and Leo Lane, in Palm Beach County, Florida, State Financial Management Number: 411475/1/58/01; and,

WHEREAS, the DEPARTMENT is prepared to provide funds toward improvements consisting of: construction of a fully actuated traffic signal and associated hardware to be fully integrated into the Palm Beach County Traffic Signal System at the intersection of SR 809 (Military Trail) and Leo Lane, in Palm Beach County, Florida. This improvement is hereinafter referred to as the PROJECT; and,

WHEREAS, the DEPARTMENT will issue a general use permit, based on approved design plans, to the CITY for installation, by the CITY, of the PROJECT; and,

WHEREAS, the CITY shall be responsible for all costs associated with the installation and inspection of the traffic signal, and shall coordinate all DEPARTMENT and Palm Beach County inspections; and,

WHEREAS, the construction of the PROJECT, is in the interest of both the DEPARTMENT and the CITY and it would be in this case more practical, expeditious, and economical for the CITY to perform such activities; and,

WHEREAS, the CITY by Resolution No. 145-01, a copy of which is attached hereto and made a part hereof, is authorized to enter into this AGREEMENT.

NOW, THEREFORE, in consideration of the mutual benefits to be derived from joint participation on the PROJECT, the parties agree to the following:

1. The recitals set forth above are true and correct and are deemed incorporated herein.
2. The CITY shall provide all design, construction, and construction engineering inspection services necessary to provide the improvements.
3. The CITY shall obtain any necessary permits to provide the improvements.
4. The DEPARTMENT shall make available to the CITY upon request any existing plans relevant to the City's design and construction activities. The CITY shall be responsible for verifying the accuracy of the existing plans supplied by the DEPARTMENT, and shall revise them as necessary to reflect 'as-built' conditions upon completion of construction.
5. The DEPARTMENT agrees to reimburse the CITY for direct project related costs in an amount not to exceed **ONE HUNDRED FIFTY THOUSAND DOLLARS (\$150,000.00)**, hereinafter referred to as the "**DEPARTMENT's Total Project Participation**". The DEPARTMENT shall, upon 100% completion of the traffic signal installation, and upon receipt of a written acceptance letter from the Palm Beach County Traffic Engineering Division, and upon receipt of a properly documented invoice, provide reimbursement to the CITY in an amount not to exceed the "**DEPARTMENT's Total Project Participation**". PROJECT costs in excess of the "**DEPARTMENT's Total Project Participation**" shall be the sole responsibility of the CITY.
6. The DEPARTMENT shall have ten (10) working days to approve any invoice submitted by the CITY. PROJECT costs eligible for DEPARTMENT participation will be allowed only from the date of final execution of the Agreement. **Travel expenses are not authorized in this Agreement.** The CITY shall submit an invoice for fees and other compensation for services or expenses in detail sufficient for a proper pre-audit and post-audit thereof. Invoice(s) shall be submitted to: **THE STATE OF FLORIDA, DEPARTMENT OF TRANSPORTATION, at 3400 West Commercial Boulevard, Fort Lauderdale, Florida 33309. Attention: Jonathan Overton, Project Manager.**
7. *Should the DEPARTMENT and the CITY decide to proceed with subsequent phases of the PROJECT, this Agreement shall be amended to identify the respective responsibilities and the financial arrangements between the parties.*
8. This Agreement or any interest herein shall not be assigned, transferred or otherwise encumbered by the CITY under any circumstances without the prior written consent of the DEPARTMENT. However, this Agreement shall run to the DEPARTMENT and its successor.

9. This Agreement shall continue in effect and be binding to both the CITY and the DEPARTMENT until the PROJECT is completed on or before **December 31, 2003**.
10. The DEPARTMENT shall make payment by check payable to "CITY OF RIVIERA BEACH", and forward to: **City of Riviera Beach, 600 West Blue Heron Boulevard, P.O. Box 10682, Riviera Beach, Florida, 33404. Attention L. John Samadi, P.E., City Engineer.**
11. To the extent allowed by the Laws of Florida, the CITY hereby agrees to indemnify, defend, save, and hold harmless the DEPARTMENT from all claims, demands liabilities, and suits of any nature arising out of, because of, or due to any negligent and/or intentional act or occurrence, omission, or commission of the CITY, its agents, or employees, arising out of this contract or the work which is the subject hereof. It is specifically understood and agreed that this indemnification clause does not cover or indemnify the DEPARTMENT for its own negligence. This paragraph does not waive the City's defenses of sovereign immunity. *AW*
12. The CITY warrants that it has not employed or obtained any company or person, other than bona fide employees of the CITY, to solicit or secure this Agreement, and it has not paid or agreed to pay any company, corporation, individual or firm, other than a bona fide employee employed by the CITY. For breach or violation of this provision, the DEPARTMENT shall have the right to terminate the Agreement without liability.
13. This Agreement is governed by and construed in accordance with the laws of the State of Florida.
14. This document incorporates and includes all prior negotiations, correspondence, conversations, Agreements, or understanding applicable to the matters contained herein, and the parties agree that there are no commitments, Agreements or understanding concerning the subject matter of this Agreement that are not contained in this document. Accordingly, it is agreed that no deviation from the terms hereof shall be predicated upon any prior representation or Agreements whether oral or written. It is further agreed that no modification, amendment, or alteration in the terms and conditions contained herein shall be effective unless contained in a written document executed with the same formality and of equal dignity herewith.
15. Section 215.422(5), Florida Statutes, request the DEPARTMENT to include a statement of vendor rights in this Agreement. The CITY is hereby advised of the following time frames. Upon receipt, the DEPARTMENT has ten (10) days to inspect the goods and services provided by the CITY. The DEPARTMENT has twenty (20) days to deliver a request for payment to the Department of Banking and Finance. The twenty days are

measured from the latter of the date the invoice is received or the goods and services are received, inspected and approved by the DEPARTMENT.

16. If payment is not available within forty (40) days, a separate interest penalty at a rate as established pursuant to Section 215.422(b), Florida Statutes, will be due and payable, in addition to the invoice amount, to the CITY. Interest payments of less than one (1) dollar will not be enforced unless the City requests payment. Invoices that have to be returned to the CITY because of invoice preparation errors will result in a delay in the payment. The invoice payment requirements do not start until a properly completed invoice is provided the DEPARTMENT.
17. A Vendor Ombudsman has been established with the Department of Banking and Finance. The duties of this individual include acting as an advocate of the CITY in the event that the CITY may be experiencing problems in obtaining timely payments from the DEPARTMENT. The Vendor Ombudsman may be contacted at (850) 410-2924 or by calling the State Comptroller's Hotline (1-800-848-3792).
18. A person or affiliate who has been placed on the convicted vendor list following a conviction for a public entity crime may not submit a bid on a contract to provide any goods or services to a public entity, may not submit a bid on a contract with a public entity for the construction or repair of a public building or public work, may not submit bids on leases of real property to a public entity, may not be awarded or perform work as a contractor, supplier, subcontractor, or consultant under a contract with any public entity, and may not transact business with any public entity in excess of the threshold amount provided in section 287.017, Florida Statutes, for CATEGORY TWO for a period of 6 months from the date of being placed on the convicted vendor list.
19. In the event this Agreement is in excess of \$25,000.00 and has a term for a period of more than one year, the provisions of Chapter 339.135 (6)(a), Florida Statutes, are hereby incorporated.

The Department, during any fiscal year, shall not expend money, incur any liability, or enter into any contract which, by its terms involves the expenditure of money in excess of the amounts budgeted as available for expenditure during such fiscal year. Any contract, verbal or written, made in violation of this subsection is null and void, and no money may be paid on such contract. The Department shall require a statement from the comptroller of the Department that funds are available prior to entering into any such contract or other binding commitment of funds. Nothing herein contained shall prevent the making of contracts for periods exceeding one year, but any contract so made shall be executory only for the value of the services to be rendered or agreed to be paid for in succeeding fiscal years; and this paragraph shall be incorporated verbatim in all contracts of the Department which are for an amount in excess of \$25,000.00 dollars and which have a term for a period of more than one year.

20. All provisions of this Agreement calling for the expenditure of ad valorem tax money by the CITY are subject to annual budgetary funding.
21. The CITY shall forward any correspondence for services in detail sufficient for a proper pre-audit and post-audit thereof. The invoices and all other notices delivered shall be sent to the following addresses:

If to the DEPARTMENT:

Florida Department of Transportation - District Four
3400 West Commercial Boulevard
Fort Lauderdale, Florida 33309
Attn: Josephine Softy, Contractual Services Coordinator
With a copy to: Jonathan Overton, FDOT Project Manager
A second copy to: District General Counsel

If to the CITY:

City of Riviera Beach
600 West Blue Heron Boulevard
Riviera Beach, Florida, 33404
Attn: L. John Samadi, P.E., City Engineer
with a copy to: City Attorney's Office

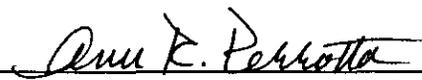
22. Pursuant to section 287.0582, the DEPARTMENT's obligation to pay under this section is contingent upon an annual appropriation by the Florida Legislature.

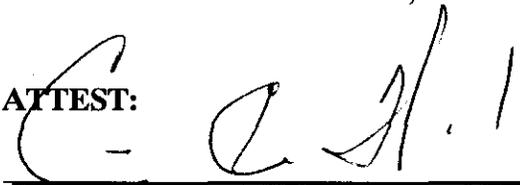
IN WITNESS WHEREOF, the CITY has caused this Joint Participation Agreement to be executed in its behalf this 15 day of August, 2001, by the City Council authorized to enter into and execute same by Resolution No. 145-01, and the DEPARTMENT has executed this Joint Participation Agreement through its District Secretary for District Four, Florida Department of Transportation, this 5TH day of NOVEMBER, 2001. The effective date of this AGREEMENT shall be the date the last party to this Agreement has signed.

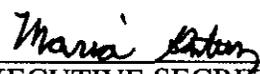
CITY OF RIVIERA BEACH
CITY COUNCIL

STATE OF FLORIDA
DEPARTMENT OF TRANSPORTATION

BY: 
MICHAEL D. BROWN, MAYOR

BY: 
DIRECTOR OF ADMINISTRATION
DISTRICT IV

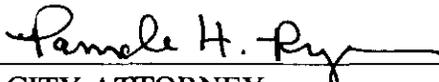
ATTEST: 
CARRIE E. WARD, CMC/AAE
CITY CLERK (SEAL)

ATTEST: 
EXECUTIVE SECRETARY (SEAL)

APPROVED:

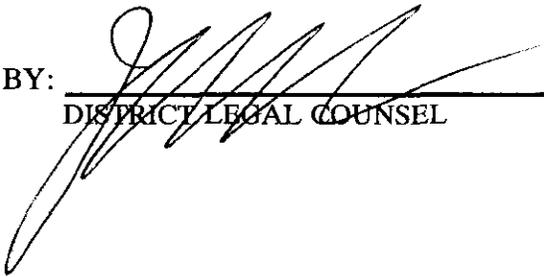
This document reviewed and approved as to form by Office of City Attorney,

Date of Execution: November 5, 2001

BY: 
CITY ATTORNEY

BY: 
PROFESSIONAL SERVICES ADMINISTRATOR

APPROVED: (AS TO FORM)

BY: 
DISTRICT LEGAL COUNSEL

RESOLUTION NO. 146-01

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF RIVIERA BEACH, PALM BEACH COUNTY, FLORIDA, AUTHORIZING THE MAYOR AND FINANCE DIRECTOR TO ACCEPT A DONATION IN THE AMOUNT OF \$17,500.00 FROM THE AMERICAN HEART ASSOCIATION AND SET UP A BUDGET IN THE FIRE RESCUE DONATION FUND; AUTHORIZING FIRE RESCUE TO UTILIZE THE DONATED FUNDS AND TO PURCHASE 10 AUTOMATED EXTERNAL DEFIBRILLATORS FROM MEDTRONIC PHYSIO-CONTROL CORPORATION IN THE AMOUNT OF \$17,500.00; AUTHORIZING THE FINANCE DIRECTOR AND MAYOR TO MAKE PAYMENT FOR SAME FROM ACCOUNT 802-0921-526-0-6405; AUTHORIZING FIRE RESCUE TO DONATE 2 AUTOMATED EXTERNAL DEFIBRILLATORS TO THE PORT OF PALM BEACH; AND PROVIDING FOR AN EFFECTIVE DATE.

WHEREAS, the American Heart Association has donated \$17,500.00 to Riviera Beach Fire Rescue for the purchase of 10 Automated External Defibrillators for use on first response vehicles; and

WHEREAS, Fire Rescue has determined that the best utilization of these defibrillators would be to place 8 automated external defibrillators on City police vehicles and donate 2 automated external defibrillators to the Port of Palm Beach; and

WHEREAS, Fire Rescue's existing Automated External Defibrillator equipment and supplies are manufactured by Medtronic Physio-Control Corporation; and

WHEREAS, Medtronic Physio-Control Corporation is the sole source supplier of LifePak 500 Defibrillators for Fire Rescue; and

WHEREAS, the Fire Department is developing a Memorandum of Understanding with the Port of Palm Beach for such use.

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

Section 1: The City Council of the City of Riviera Beach, Palm Beach County, Florida hereby authorizes the Mayor and Finance Director to accept a donation in the amount of \$17,500 from the American Heart Association for the purchase of 10 Automated External Defibrillators for use on first response vehicles and to deposit those funds in account 802-00-366-900.

Section 2: Authorize the Finance Director to set up a budget in Fire Rescue Donation Fund 802-0921-526-0-6405.

Section 3: The City Council of the City of Riviera Beach, Palm Beach County, Florida authorizes Fire Rescue to purchase 10 LifePak 500 Automated External Defibrillators from Medtronic Physio-Control Corporation, for seventeen thousand five hundred dollars (\$17,500.00) from account number 802-0921-526-0-6405

Section 4: The City Council of the City of Riviera Beach, Palm Beach County, Florida authorizes Fire Rescue to issue eight (8) Automated External defibrillators to the Police Department and to donate two (2) Automated External Defibrillators to the Port of Palm Beach who will be solely responsible and will assume ownership and maintenance with the City exercising no control, domain or responsibility for the AEDs.

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

PASSED and APPROVED this 15 day of August, 2001.

APPROVED RESOLUTION NO. _____



MICHAEL D. BROWN, MAYOR

(MUNICIPAL SEAL)



EDWARD RODGERS, CHAIR PERSON



DAVID G. SCHNYER, CHAIR PRO-TEM

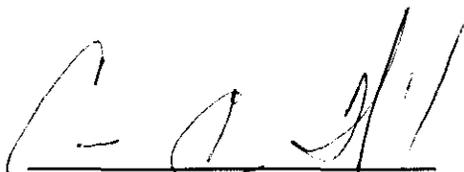
ATTEST:

Absent

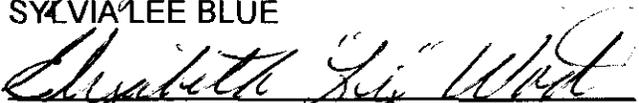
DONALD R. WILSON



SYLVIA LEE BLUE



CARRIE, WARD, CMC/AE
CITY CLERK



ELIZABETH "LIZ" WADE
COUNCIL MEMBERS

MOTIONED BY: S. BLUE

SECONDED BY: E. WADE

E. RODGERS: AYE

D. SCHNYER: AYE

D. WILSON: ABSENT

S. BLUE: AYE

E. WADE: AYE

PML 07-12-01

REVIEWED AS TO LEGAL SUFFICIENCY
 CITY ATTORNEY CITY OF RIVIERA BEACH
DATE: <u>8/8/01</u>

RESOLUTION NO. 147-01

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF RIVIERA BEACH, PALM BEACH COUNTY, FLORIDA, APPROVING PAYMENT TO DAWSON-WILLIAMS, INC. OF JUPITER, FLORIDA IN THE AMOUNT OF \$12,975.00 FOR AN EMERGENCY INSTALLATION AND MODIFICATION OF A 10" FIRE LINE COMPACT WATER METER AT THE CHENEY BROTHERS WAREHOUSE COMPLEX; AND AUTHORIZING THE MAYOR AND FINANCE DIRECTOR TO PAY THIS AMOUNT FROM ACCOUNT NO. 402-1437-5330-4606.

WHEREAS, the Cheney Brothers Warehouse Complex was experiencing low water pressure and flow problems. Cheney Brothers were faced with severe penalties from their insurance carrier due to low water pressure and flow problems at the property; and

WHEREAS, City Staff met to discuss a solution to this problem along with our consulting engineering firm, R.C.T. Engineering, Inc. on June 7, 2001. A memorandum was submitted to and signed by Assistant City Manager, Gloria Shuttlesworth, approving the emergency purchase and installation of the 10" water meter by Dawson-Williams, Inc.

WHEREAS, Dawson-Williams, Inc. have submitted an invoice in the amount of \$12,975.00 for the emergency installation a 10" Fire Line Compact Water Meter at the Cheney Brothers Warehouse Complex which was necessary to help resolve the low water pressure and flow.

WHEREAS, Staff recommends that City Council approve payment to Dawson-Williams for installation work completed at the Cheney Brothers Warehouse Complex of the 10" Fire Line Compact Water Meter.

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 invoiced amount submitted by Dawson-Williams, Inc. and approves said payment to Dawson-Williams in the amount of \$12,975.00 for the emergency installation of an 10" Fire Line Compact Water Meter at the Cheney Brothers Warehouse Complex.

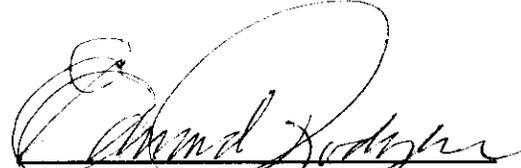
Section 2: The Mayor and Finance Director are authorized to make payment for same under Account No. 402-1437-5330-4606.

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

APPROVED:



MICHAEL D. BROWN,
MAYOR



EDWARD RODGERS,
CHAIRPERSON



DAVID G. SCHNYER
CHAIR PRO-TEM

(MUNICIPAL SEAL)

ATTEST:



E. WARD, CMC/AAE
CITY CLERK

8/3/01

Absent

DONALD R. WILSON



SYLVIA LEE BLUE



ELIZABETH "LIZ" WADE
COUNCIL MEMBERS

MOTIONED BY: D. SCHNYER

SECONDED BY: E. WADE

E. RODGERS AYE

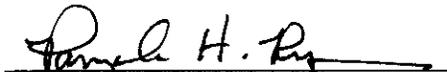
D. SCHNYER AYE

D. WILSON ABSENT

S. BLUE AYE

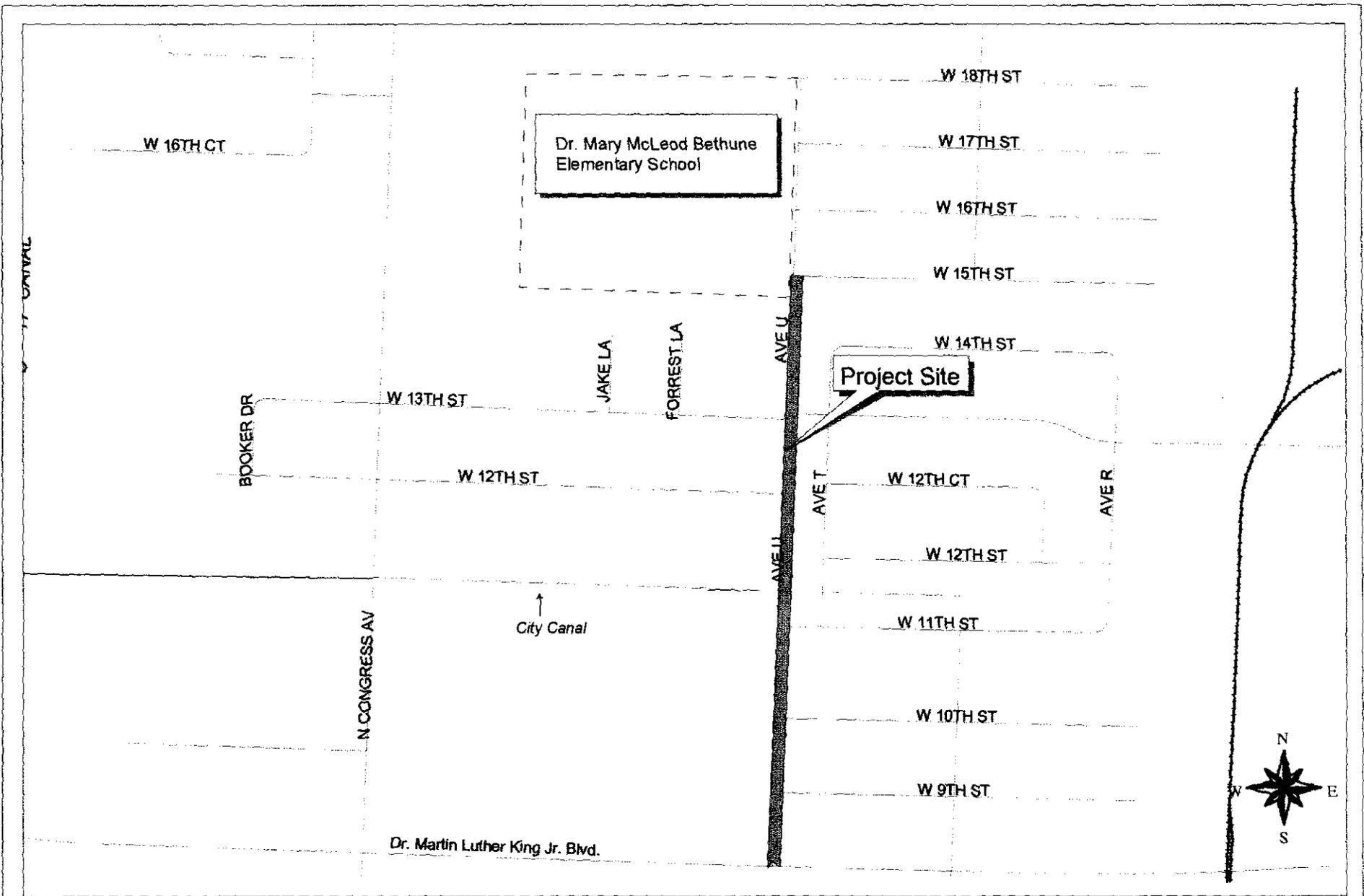
E. WADE AYE

REVIEWED AS TO LEGAL SUFFICIENCY



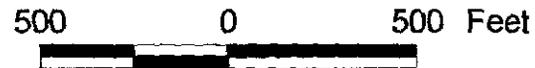
DANIEL H. RYAN
CITY ATTORNEY
CITY OF RIVIERA BEACH

DATE: 8/3/01



Avenue U Reconstruction
 Riviera Beach, FL 33404

 Project Site



RESOLUTION NO. 148-01

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF RIVIERA BEACH, PALM BEACH COUNTY, FLORIDA, AUTHORIZING THE MAYOR AND CITY CLERK TO EXECUTE AN AGREEMENT WITH THE SCHOOL BOARD OF PALM BEACH COUNTY FOR DRAINAGE IMPROVEMENTS ON AVENUE "U" AT AN ESTIMATED COST OF \$183,685.00 TO BE PAID BY THE SCHOOL DISTRICT; AND PROVIDING FOR AN EFFECTIVE DATE.

WHEREAS, it is the intent of the Local Government Comprehensive Planning and Land Development Regulations Act, Section 163.3161(4), Florida Statutes, to encourage and ensure cooperation between and among local governmental entities to provide for the coordination of development activities; and

WHEREAS, the School Board has constructed Dr. Mary McLeod Bethune Elementary School on Avenue "U" in the City of Riviera Beach; and

WHEREAS, the School Board and the City believe that a joint effort in providing the necessary improvements to accommodate drainage would be economically feasible, by incorporating the drainage work in the City's Reconstruction of Avenue U Project; and

WHEREAS, the City desires to install the drainage pipes and structures at a cost of \$183,685.00 to the School Board.

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

SECTION 1. The Mayor and City Clerk are authorized to execute an agreement with the School Board of Palm Beach County.

SECTION 2. The Finance Director is authorized to increase the Street Improvement Fund by \$183,685.00. This funding shall be used toward reconstruction of Avenue U.

SECTION 3. This resolution shall be effective immediately upon its passage.

PASSED AND APPROVED this 15 day of August, 2001

APPROVED:

[Signature]
MICHAEL D. BROWN, MAYOR

[Signature]
EDWARD RODGERS, CHAIRPERSON

[Signature]
DAVID SCHNYER, CHAIR PRO-TEM

{MUNICIPAL SEAL}

Absent
DONALD R. WILSON

[Signature]
SYLVIA LEE BLUE

ATTEST:

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

[Signature]
ELIZABETH "LIZ" WADE
COUNCIL MEMBERS

Motioned By E. WADE

Seconded By S. BLUE

- E. Rodgers AYE
- D. Schnyer AYE
- D. Wilson ABSENT
- S. Blue AYE
- L. Wade AYE

Reviewed as to Legal Sufficiency

[Signature]
City Attorney

City of Riviera Beach

Date: 8/3/01

1289
7/11/01

This instrument prepared by:
Department of Program Management
and should be returned to:
The School District of Palm Beach County
3300 Summit Boulevard
West Palm Beach, FL. 33406

**AMENDMENT TO THE EXISTING INTERLOCAL AGREEMENT BETWEEN
THE SCHOOL BOARD OF PALM BEACH COUNTY AND THE CITY OF
RIVIERA BEACH FOR DRAINAGE IMPROVEMENTS ASSOCIATED WITH
THE CONSTRUCTION OF NEW ELEMENTARY SCHOOL
DR. MARY MCLEOD BETHUNE**

THIS AGREEMENT entered into this 5th, 11th, 15th day of July, 2001, ^{to August}

between the SCHOOL BOARD OF PALM BEACH COUNTY, FLORIDA, a corporate body politic pursuant to the Constitution of the State of Florida (hereinafter referred to as "SCHOOL BOARD") and the CITY OF RIVIERA BEACH, FLORIDA, a Florida municipal corporation (hereinafter referred to as "CITY"), amends the existing inter local agreement dated April 5, 2000.

WITNESSETH

WHEREAS, it is the intent of the Local Government Comprehensive Planning and Plan Development Regulations Act, Section 163.3161(4), Florida Statutes, to encourage an ensure cooperation between and among the local governmental entities to provide for the coordination of development activities of units of local government: and

WHEREAS, the School Board is the controlling body of the Public Schools of Palm Beach County, Florida and does construct, own and operate public schools in the City of Riviera Beach; and

WHEREAS, the SCHOOL BOARD has constructed Dr. Mary McLeod Bethune Elementary School in the City of Riviera Beach, together with off-site improvements necessary to accommodate the impacts from the School; and

WHEREAS, this Agreement is entered into under the authority of Section 163.01, Florida Statutes, Local Government Comprehensive Planning and Pan Development Regulations Act; and

WHEREAS, the SCHOOL BOARD and the CITY believe that a joint effort in providing necessary improvements to accommodate drainage from the school site and other City drainage needs in the area would be economically feasible.

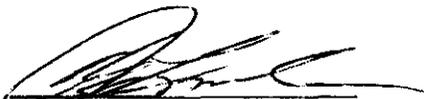
NOW, THEREFORE, for and in consideration of the covenants herein contained, the parties agree as follows:

1. The CITY shall install a culvert 24 inches in diameter, drainage structures, curbs, and sidewalks as shown on the drawings provided by B.R.P.H. Architects and approved by the City along "U" Avenue, from W 15th Street to City Canal.
2. The SCHOOL BOARD within 60 days after the completion of installation work shall reimburse the CITY one hundred eighty three thousand six hundred and eighty five dollars (\$183,685.00) after the CITY presents the SCHOOL BOARD with an invoice for stated amount.
3. The CITY shall be responsible for the maintenance of the drainage culvert upon completion.

I HEREBY CERTIFY that on this date before me, an officer duly authorized in the State and County named above to take acknowledgments, personally appeared Tom Lynch, Chairman and Arthur C. Johnson, Ph.D, Superintendent of the School Board of Palm Beach County, Florida, and they acknowledged before me that they executed the foregoing instrument as said officers and that they also affixed thereto the official seal of the School Board.

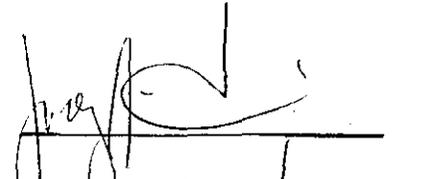
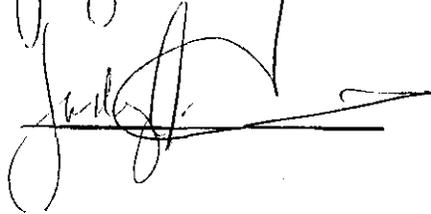
SWORN to and subscribed before me this _____ day of _____ 20_____.

SCHOOL BOARD OF
PALM BEACH COUNTY


Tom Lynch, Chairman

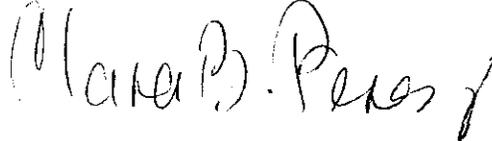

Arthur C. Johnson, Ph.D, Superintendent

Signed in Presence of:

STATE OF FLORIDA
COUNTY OF PALM BEACH

Notary
My Commission Expires: 10-26-02





Clara B. Perez
MY COMMISSION # CC786167 EXPIRES
October 26, 2002
BONDED THRU TROY FAIN INSURANCE, INC.

4. In the event that litigation between the CITY and the SCHOOL BOARD shall be necessary for the enforcement of this Agreement on behalf of either party, then each party shall bear its own attorney's fees and costs incurred in said litigation.

5. Amendments to this Agreement must be made in writing and can be made by the mutual consent and consigned by both the CITY and the SCHOOL BOARD.

I HEREBY CERTIFY that on this date before me, an officer duly authorized in the State and County named above to take acknowledgments, personally appeared Michael Brown, Mayor, and Carrie Ward, City Clerk of the City of Riviera Beach, Florida, and they acknowledged before me that they executed the foregoing instrument as said officers and that they also affixed thereto the official seal of the City of Riviera Beach.

SWORN to and subscribed before me this 10 day of August 2001.

CITY OF RIVIERA BEACH

Signed in Presence of:

Michael Brown
Michael Brown, Mayor

Carrie Ward
Carrie Ward, City Clerk

Notary
My Commission Expires:

STATE OF FLORIDA
COUNTY OF PALM BEACH

Approved: B. Tanner - Oct 7/5/01
School Board Attorney

Approved: Paul H. Ry
City Attorney

"Reviewed & Approved As To
Legal Form and Sufficiency"

RESOLUTION NO. 149-01

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF RIVIERA BEACH, PALM BEACH COUNTY, FLORIDA, APPROVING THE DESIGNATION OF GOOD FRIDAY AS NEALIA MAE BROOKINS CUNNINGHAM DAY AND AUTHORIZING THE FINANCE DIRECTOR TO ESTABLISH AN ACCOUNT FOR SUCH; AND PROVIDING AN EFFECTIVE DATE.

WHEREAS, Nealia Mae Brookins Cunningham was a driving force in the Civil Rights Movement throughout Palm Beach County by actively participating in the first voter registration drives in Palm Beach County, Florida, and through her successful efforts to integrate both the Lake Park Tennis Courts and the Riviera Beach Public Library; and

WHEREAS, Nealia Mae Brookins Cunningham also fought for Civil Rights at the national level through many activities, including marching with Dr. Martin Luther King, Jr. and others during the historic 'March on Washington' in August of 1963; and

WHEREAS, Nealia Mae Brookins Cunningham's contributions to the City of Riviera Beach and surrounding communities merit a lasting tribute and commemoration of her good works, especially those geared toward children and their education.

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

Section 1. April 13, 2001 is designated as **Nealia Mae Brookins Cunningham Day** in the City of Riviera Beach, Florida.

Section 2. Every Good Friday from this year forward is designated as **Nealia Mae Brookins Cunningham Day**, to be celebrated on Peanut Island.

Section 3. The Finance Director is authorized to establish an account for the purpose of commemorating an annual **Nealia Mae Brookins Cunningham Day**.

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

PASSED and APPROVED this 15 day of August, 2001.

149-01

APPROVED:

Michael D. Brown
MICHAEL D. BROWN
MAYOR

Edward Rodgers
EDWARD RODGERS
CHAIRPERSON
David G. Schnyer
DAVID G. SCHNYER
CHAIR PRO-TEM

ATTEST

Absent
DONALD R. WILSON

(MUNICIPAL SEAL)

Sylvia Lee Blue
SYLVIA LEE BLUE

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

Elizabeth "Liz" Wade
ELIZABETH "LIZ" WADE
COUNCILMEMBERS

MOTIONED BY:	<u>E. WADE</u>
SECONDED BY:	<u>S. BLUE</u>
E. RODGERS	<u>AYE</u>
D. SCHNYER	<u>AYE</u>
D. WILSON	<u>ABSENT</u>
S. BLUE	<u>AYE</u>
E. WADE	<u>AYE</u>

REVIEWED AS TO LEGAL
SUFFICIENCY
Paul H. Ry
CITY ATTORNEY
CITY OF RIVIERA BEACH

Date 8/15/01

RESOLUTION NO. 150-01

**A RESOLUTION OF THE CITY OF RIVIERA BEACH,
PALM BEACH COUNTY, FLORIDA, IN MEMORY OF
EMPLOYEE NUMBER 4642, POLICE OFFICER DONALD
A. EBERHARDT, JR. PROVIDING AN EFFECTIVE DATE
FOR DISSOLUTION OF SAID EMPLOYEE NUMBER.**

WHEREAS, the City of Riviera Beach has been shocked and grieved by the untimely rest of Police Officer Donald A. Eberhardt, Jr., who was employed with the city since March 2000; and

WHEREAS, he was an honored, respected, and trustworthy employee who was loved by all with whom he came into contact; and

WHEREAS, we mourn our brother, husband, father and friend, we know as Sovereign ruler of the skies, ever gracious and ever wise, you have our time in Your hand and all events at Your command.

WHEREAS, the Mayor, the City Council, the Administrative Staff, and the Citizens of the City of Riviera Beach, we offered these Words of Comfort to the Eberhardt family

There's never a moment that's right in our lives for losing a person we love. It's hard to know why things should happen like this so we turn to our Father above. He'll lighten the loss and the sadness we're feeling with strength only He can impart, and just as a father embraces a child, He will shelter us near to His heart. May God's unseen presence comfort you for He is always near; and when life's storms besiege your soul, just listen, because He's saying my children don't fear.

NOW THEREFORE, BE IT RESOLVED the City of Riviera Beach dissolves of Employee Number 4642.

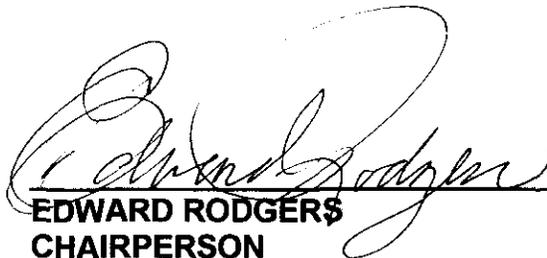
BE IT FURTHER RESOLVED that this resolution be made a part of the official records of the City of Riviera Beach, FL and an original resolution be delivered to the family.

Done this 21st day of August, Two thousand and one.

APPROVED:



MICHAEL D. BROWN
MAYOR



EDWARD RODGERS
CHAIRPERSON

ATTEST:



CARRIE E. WARD, CMC/CRM
CITY CLERK



DAVID G. SCHNYER
CHAIR PRO TEM



DONALD R. WILSON



SYLVIA LEE BLUE



ELIZABETH "LIZ" WADE
COUNCILMEMBERS

MOTIONED BY: D. WILSON

SECONDED BY: D. SCHNYER

E. RODGERS: AYE

D. SCHNYER: AYE

D. WILSON: AYE

S. BLUE: AYE

E. WADE: AYE

RESOLUTION NO. 151-01

A RESOLUTION OF THE CITY OF RIVIERA BEACH, PALM BEACH COUNTY, FLORIDA, IN MEMORY OF EMPLOYEE NUMBER 1952, LAWRENCE "LARRY" WILLIAMS PROVIDING AN EFFECTIVE DATE FOR DISSOLUTION OF SAID EMPLOYEE NUMBER.

WHEREAS, Larry was employed in the Community Development Department as a "Planner"; and

WHEREAS, Larry's tenure with the City started in 1973 in the Public Works Department as a Mechanic Helper. He resigned to enroll in Business College and of course, he was voted in as Mr. Personality and as the recipient of several awards, in art and in poetry, one of his saying as "you don't know"; and

WHEREAS, during his college tenure, Larry was elected vice president of his Spanish Class and graduated in the top 5% of his class. For three consecutive years he won state championships in swimming; and

WHEREAS, in 1981, Mr. Personality returned to the City of Riviera Beach's Public Works Department as a Foreman. In 1983, he was promoted to Administrative Assistant to the Public Works Director where he served and received outstanding evaluations; and

WHEREAS, in 1996, Mr. Personality returned to the city as a Code Inspector and in the same year was promoted to Associate Planner. In 2000, he was promoted to City Planner, whereas he continued with that title until his Master called him home. Mr. Personality, Larry, you don't know, has now received the highest promotion an individual of God can receive. He has no more pains, no more worries, no more concerns. And Larry, we don't know.

Now, on behalf of the citizenry, the Mayor, the City Council, employees of the city, we extend our deepest sympathy and sincere support to the Williams' family. And no, there is never a moment that's right in our lives for losing a person we love so dearly. Larry had strength yet was so gentle. Larry had wisdom but yet so meek. Larry had personality and always shared. You don't know.

During his daily walk in the new dimension, he never tried to impress anyone, but he influenced a lot of lives.

RESOLUTION NO. 151-01

PAGE 2

NOW THEREFORE, to the wife, children, and family members, the Harper family and all family members, Larry had the strength and fought a hard fight. God in his infinitive wisdom, decided that he had received his highest promotion. Larry has placed you all in the promoter's hands. You don't know.

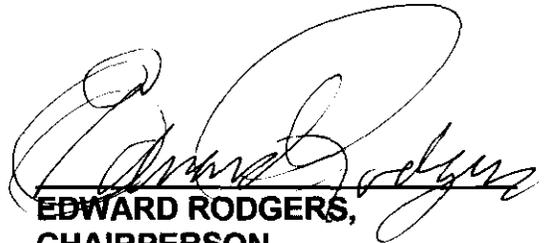
BE IT FINALLY RESOLVED, the City of Riviera Beach puts to rest Employee No. 1952, Mr. Lawrence "Larry" Williams. For we all must pass this way someday from this present sight. Larry left his radiant light.

Done this 30th day of August, Two thousand and one.

APPROVED:



MICHAEL D. BROWN, MAYOR



**EDWARD RODGERS,
CHAIRPERSON**

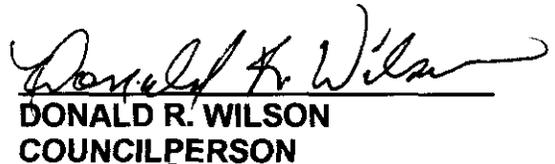
ATTEST:



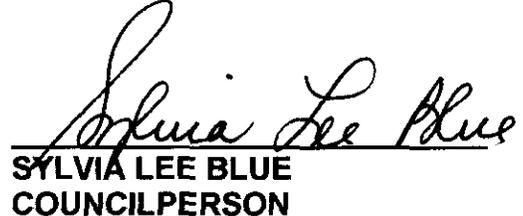
**CARRIE E. WARD, CMC/AE
CITY CLERK**



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



**DONALD R. WILSON
COUNCILPERSON**



**SYLVIA LEE BLUE
COUNCILPERSON**



**ELIZABETH "LIZ" WADE
COUNCILPERSON**

RESOLUTION NO. 151-01

PAGE 3

MOTIONED BY: D. WILSON
SECONDED BY: D. SCHNYER

E. RODGERS AYE
D. SCHNYER AYE
D. WILSON AYE
S. BLUE AYE
E. WADE AYE

RESOLUTION NO. 152-01

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF RIVIERA BEACH, PALM BEACH COUNTY, FLORIDA, APPROVING PAYMENT TO GULFSTREAM SPORTS GROUP, 6278 N. FEDERAL HIGHWAY, FT. LAUDERDALE, FLORIDA FOR THE PURCHASE OF FOOTBALL EQUIPMENT FOR THE RIVIERA BEACH YOUTH FOOTBALL LEAGUE IN THE AMOUNT OF \$11,759.90, AND AUTHORIZING PAYMENT FROM ACCOUNT NUMBER 305-1234-5720-6401 AND PROVIDING AN EFFECTIVE DATE.

WHEREAS, the City of Riviera Beach, Palm Beach County, Florida does hereby approve payment to Gulfstream Sports Group, Fort Lauderdale, Florida in the amount of \$11,759.90 as per their invoice for the purchase of football equipment for the Riviera Beach Youth Football League.

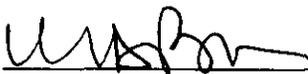
NOW THEREFORE, BE IT RESOLVED BY THE CITY COUNCIL OF THE CITY OF RIVIERA BEACH, PALM BEACH COUNTY, FLORIDA, THAT:

SECTION 1. That the Mayor and Director of Finance are authorized to make payment to Gulfstream Sports Group in the amount of \$11,759.90 from Account Number 305-1232-572-0-6401.

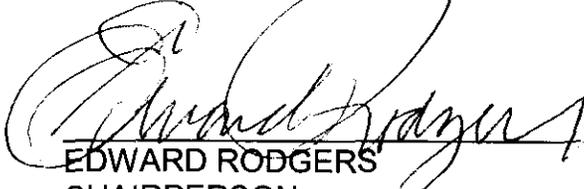
SECTION 2. That this Resolution shall take effect upon its passage and adoption by the City Council.

PASSED AND APPROVED this 5th day of September, 2001.

APPROVED:



MICHAEL D. BROWN
MAYOR



EDWARD RODGERS
CHAIRPERSON



DAVID G. SCHNYER
CHAIR PRO-TEM

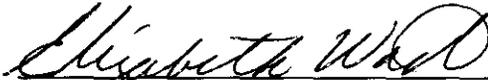


DONALD R. WILSON

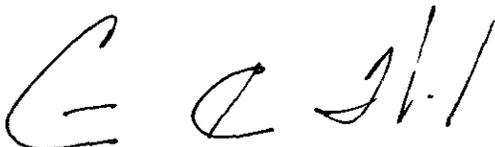
RESOLUTION NO. 152-01
PAGE 2


SYLVIA LEE BLUE

[MUNICIPAL SEAL]


ELIZABETH "LIZ" WADE
COUNCILMEMBERS

ATTEST:


CARRIE E. WARD, CMC/AE

MOTIONED BY: D. Wilson

SECONDED BY: D. Schnyer

E. RODGERS aye

D. SCHNYER aye

D. WILSON aye

S. BLUE aye

E. WADE aye

REVIEWED FOR LEGALSUFFICIENCY


CITY ATTORNEY
CITY OF RIVIERA BEACH

DATE 8/17/01

RESOLUTION NO. 153-01

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF RIVIERA BEACH, PALM BEACH COUNTY, FLORIDA, AUTHORIZING THE FINANCE DIRECTOR TO MAKE PAYMENT TO THE CITY OF WEST PALM BEACH IN THE AMOUNT OF \$112,850.00 UPON BEING INVOICED BASED ON INTERLOCAL AGREEMENT BETWEEN BOTH MUNICIPALITIES FOR THE SERVICES AND USE OF 800 MHZ TRUNKING RADIO SYSTEM FOR FY 1999 - 2000 FISCAL YEAR AND FY 2000 - 2001. PAYMENT IS TO BE PAID FROM ACCOUNT 001-0817-5210-4102 POLICE DEPARTMENT, SUPPORT SERVICES BUREAU, COMMUNICATIONS SERVICE RADIO; AND PROVIDING AN EFFECTIVE DATE.

WHEREAS, the City of Riviera Beach entered into an Interlocal agreement with the City of West Palm Beach to purchase and use an 800 MHz Trunking Radio System; and

WHEREAS, the cost for the fiscal year 1999 - 2000 shall be paid from account 001-0817-5210-4102, which is budgeted \$52,577.00. A budgetary transfer has been completed to make this account sufficient to cover the balance due; and

WHEREAS, the cost for the fiscal year 2000 - 2001 shall be paid from account 001-0817-5210-4102, which is budgeted \$52,577.00. A budgetary transfer has been completed to make this account sufficient to cover the balance due.

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

SECTION 1. The Finance Director is authorized to make payment upon being invoiced by the City of West Palm Beach for the City of Riviera Beach portion of maintenance of the 800 MHz trucking radio system for 1999 - 2000 fiscal year. Said payment shall be made from account 001-0817-5210-4102 in the amount of \$56,425.00.

RESOLUTION NO. 153-01
PAGE 2

SECTION 2. The Finance Director is authorized to make payment upon being invoiced by the City of West Palm Beach for the City of Riviera Beach portion of maintenance of the 800 MHz trucking radio system for 2000 – 2001 fiscal year. Said payment shall be made from account 001-0817-5210-4102 in the amount of \$56,425.00.

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

PASSED AND APPROVED this 5th day of September, 2001.

APPROVED:



MICHAEL D. BROWN, MAYOR



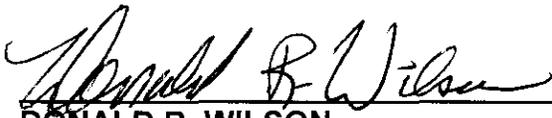
EDWARD RODGERS, CHAIRPERSON

ATTEST:



DAVID G. SCHNYER, CHAIR PRO-TEM

[MUNICIPAL SEAL]



DONALD R. WILSON



SYLVIA LEE BLUE



CARRIE E. WARD, CMC/AAE
CITY CLERK



ELIZABETH "LIZ" WADE
COUNCIL MEMBERS

RESOLUTION NO. 153-01
PAGE 3

MOTIONED BY: D. Wilson

SECONDED BY: D. Schnyer

E. RODGERS aye

D. SCHNYER aye

D. WILSON aye

S. BLUE aye

E. WADE aye

REVIEWED AS TO LEGAL SUFFICIENCY

Paul H. Ryan
CITY ATTORNEY
CITY OF RIVIERA BEACH

DATE: 8/28/01

RESOLUTION NO. 154-01

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF RIVIERA BEACH, PALM BEACH COUNTY, FLORIDA, APPROVING A PROPOSAL FOR DISTRIBUTION OF 911 FUNDS FOR COMMUNICATION OPERATORS BONUSES; AUTHORIZING THE FINANCE DIRECTOR TO ADJUST THE 2000-2001 911 BUDGET AS REFLECTED IN THE AWARD LETTER; AND AUTHORIZING THE FINANCE DIRECTOR TO MAKE PAYMENT; AND PROVIDING AN EFFECTIVE DATE.

WHEREAS, the Palm Beach County 9-1-1 Management, recognizing the need for compensation and retention measures, has devised a formula to calculate the amount of time dispatchers spend on the telephone; and

WHEREAS, the use of this formula has resulted in the payment to the City of Riviera Beach, Florida, the sum of \$121,472.00 for the fiscal year 2000-2001, to be paid in four payments to the City, to assist in the recruitment, training, compensation and retention of 9-1-1 Communication Operators; and

WHEREAS, this matter has been discussed with and approved by the National Conference of Firemen & Oilers, which union represents the Communication Operators; and

WHEREAS, the City Council of the City of Riviera Beach, Florida, deems it to be in the best interest of the Citizens and residents of the City and the Community to approve and execute a proposal for the distribution of 9-1-1 Funds for Communication Operators bonuses.; and

WHEREAS, Staff is recommending that the City Council approves adding an additional Communication Operator to the 2001 – 2002 Budget and these funds will be part of the reimbursement from 911.

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

SECTION 1. The proposal for the distribution of the 911 funds for Communication Operators bonuses, which staff recommendation is attached hereto, is approved.

RESOLUTION NO. 154-01

PAGE 2.

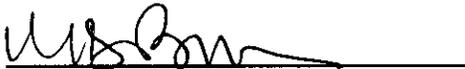
SECTION 2. That the Finance Director is authorized to adjust the 2000-2001 911 budget as reflected in the award letter

SECTION 3. That the Finance Director is authorized to make payment from Account No. 124-0818-521-0-1201.

SECTION 4. This Resolution shall take effect immediately upon its passage and approval.

PASSED AND APPROVED this 5th day of September, 2001.

APPROVED:


MICHAEL D. BROWN, MAYOR


EDWARD RODGERS, CHAIRPERSON

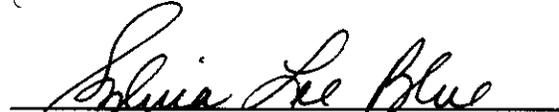
ATTEST:

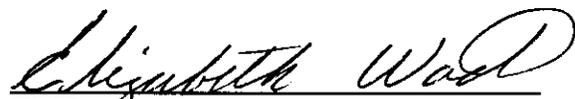

DAVID G. SCHNYER, CHAIR PRO-TEM

[MUNICIPAL SEAL]


DONALD R. WILSON


CARRIE E. WARD, CMC/AEE
CITY CLERK


SYLVIA LEE BLUE


ELIZABETH 'LIZ' WADE
COUNCIL MEMBERS

RESOLUTION NO. 154-01
PAGE 3.

MOTIONED BY: E. Wade

SECONDED BY: D. Schnyer

E. RODGERS aye

D. SCHNYER aye

D. WILSON aye

S. BLUE aye

E. WADE aye

REVIEWED AS TO LEGAL SUFFICIENCY

Panel H. Ryan
CITY ATTORNEY
CITY OF RIVIERA BEACH

DATE: 8/29/01

RESOLUTION NO. 155-01

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF RIVIERA BEACH, PALM BEACH COUNTY, FLORIDA, APPROVING PAYMENT TO L. B. SMITH, INC. OF DAVIE, FLORIDA, FOR EXTENSIVE REPAIRS TO PW-532 (PAYLOADER) IN THE AMOUNT OF \$10,745.12; AND AUTHORIZING THE FINANCE DIRECTOR TO MAKE PAYMENT FOR SAME UNDER ACCOUNT NUMBER 001-1127-5410-4605.

WHEREAS, the City of Riviera Beach, Palm Beach County, Florida does hereby accept the request and will forward to L. B. Smith, Inc., Davie, Florida the sum of \$10,745.12 as per their request for repairs.

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 Director of Finance are authorized to make payment to L. B. Smith, Inc., Davie, Florida the amount of \$10,745.12 from Public Works Account No. 001-1127- 5410-4605.

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

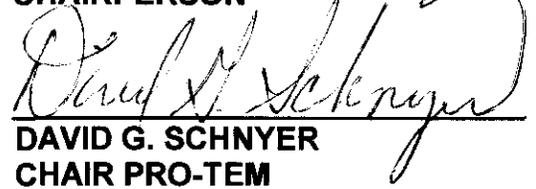
PASSED AND APPROVED this 5th day of September, 2001.

APPROVED:


MICHAEL D. BROWN,
MAYOR

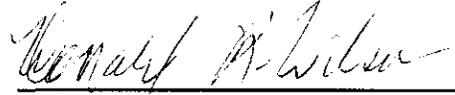

EDWARD RODGERS
CHAIRPERSON

(MUNICIPAL SEAL)

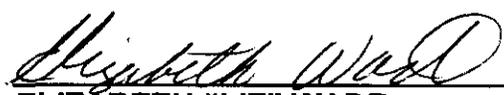

DAVID G. SCHNYER
CHAIR PRO-TEM

ATTEST:


CARRIE E. WARD, CMC/AAE


DONALD R. WILSON


SYLVIA LEE BLUE


ELIZABETH "LIZ" WADE
COUNCIL MEMBERS

MOTIONED BY: D. Wilson

SECONDED BY: D. Schnyer

E. RODGERS aye

E. WADE aye

G. SCHNYER aye

S. BLUE aye

D. WILSON aye

REVIEWED AS TO LEGAL SUFFICIENCY


PAMELA H. RYAN
CITY ATTORNEY
CITY OF RIVIERA BEACH

DATE: 8/16/01

RESOLUTION NO. 156-01

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF RIVIERA BEACH, PALM BEACH COUNTY, FLORIDA, APPROVING AND ACCEPTING RECYCLING AND EDUCATION GRANT FUNDS IN THE AMOUNT OF \$3,496 FROM THE SOLID WASTE AUTHORITY AND SETTING UP BUDGET FOR SAME.

WHEREAS, the City of Riviera Beach, Palm Beach County, Florida does hereby accept a grant from The Solid Waste Authority; and

WHEREAS, the said funding is being allocated for printing recycling information for the City's citizens.

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

SECTION 1. The City hereby accepts a Grant from the Solid Waste Authority.

SECTION 2. That the Finance Director is authorized to set up budget as follows:

Revenue	
001-00-334514	\$3,496.00
Expenditure	
001-1123-534-0-4701 Printing & Binding	\$3,496.00

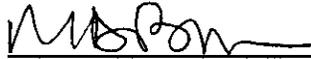
SECTION 3. This Resolution shall take effect upon its passage and approval by the City Council.

PASSED AND APPROVED this 5th day of September, 2001.

RESOLUTION NO. 156-01

PAGE: 2

APPROVED:



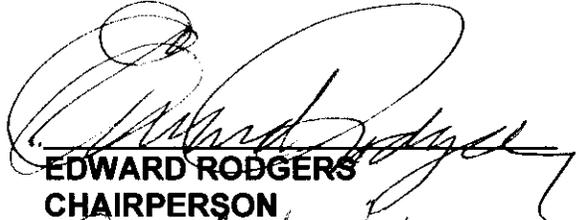
MICHAEL D. BROWN,
MAYOR

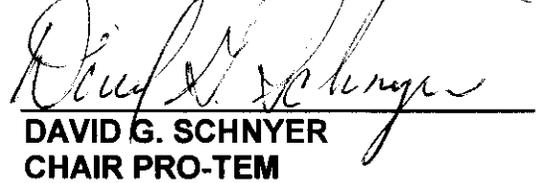
(MUNICIPAL SEAL)

ATTEST:



CARRIE E. WARD, CMC/AE


EDWARD RODGERS
CHAIRPERSON


DAVID G. SCHNYER
CHAIR PRO-TEM


DONALD R. WILSON


SYLVIA LEE BLUE


ELIZABETH "LIZ" WADE
COUNCIL MEMBERS

MOTIONED BY: D. Wilson

SECONDED BY: D. Schnyer

E. RODGERS aye

E. WADE aye

G. SCHNYER aye

S. BLUE aye

D. WILSON aye

REVIEWER AS TO LEGAL SUFFICIENCY


PAMELA H. BY
CITY ATTORNEY
CITY OF RIVIERA BEACH

DATE: 8/21/01

RESOLUTION NO. 157-01

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF RIVIERA BEACH, PALM BEACH COUNTY, FLORIDA ACCEPTING FUNDS IN THE AMOUNT OF \$748,350.00 FROM THE DEPARTMENT OF JUSTICE, OFFICE OF COMMUNITY ORIENTED POLICING SERVICES (COPS), UNDER THE COPS TECHNOLOGY GRANT PROGRAM; AND AUTHORIZING THE MAYOR AND CITY MANAGER TO EXECUTE THE GRANT AWARD ON BEHALF OF THE CITY OF RIVIERA BEACH; ALSO AUTHORIZING THE FINANCE DIRECTOR TO SET UP A BUDGET FOR THE SAME .

WHEREAS, the Department of Justice, Office of Community Oriented Policing Services (COPS) has a grant program; and

WHEREAS, the grant program will fund requests for assistance to support law enforcement enhancements in technology; and

WHEREAS, the City of Riviera Beach has applied for assistance to support enhancements in the area of communication; and

WHEREAS, the City has been awarded grant funds in the amount of \$748,350.00.

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

SECTION 1. That the staff is authorized to accept grant funds in the amount of \$748,350.00 from the Department of Justice, Office of Community Oriented Policing Services (COPS), under the COPS Technology Grant Program.

SECTION 2. That the Mayor and City Manager are authorized to execute the grant award on behalf of the City of Riviera Beach.

SECTION 3. That the Finance Director is authorized to set up a budget as follows:

Revenue

142-00-331201	COPS Technology Grant	\$748,350.00
---------------	-----------------------	--------------

Expenditure

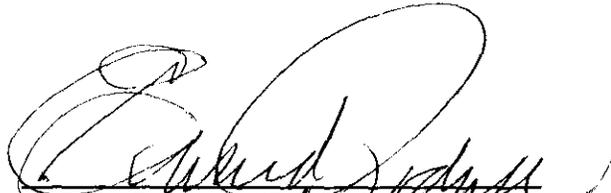
142-0817-5210-6405	Machinery & Equipment	\$748,350.00
--------------------	-----------------------	--------------

PASSED AND APPROVED this 5th day of September, 2001.

APPROVED:


MICHAEL D. BROWN, MAYOR

[MUNICIPAL SEAL]


EDWARD RODGERS, CHAIRPERSON


DAVID G. SCHNYER, CHAIR PRO-TEM

ATTEST:


DONALD R. WILSON


CARRIE E. WARD, CMC/AEE
CITY CLERK


SYLVIA LEE BLUE


ELIZABETH "LIZ" WADE
COUNCIL MEMBERS

MOTIONED BY: D. Wilson

SECONDED BY: D. Schnyer

E. RODGERS aye

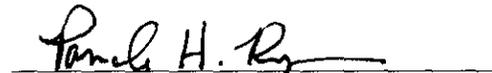
D. SCHNYER aye

D. WILSON aye

S. BLUE aye

E. WADE aye

REVIEWED AS TO LEGAL SUFFICIENCY


CITY ATTORNEY
CITY OF RIVIERA BEACH

DATE: 8/20/01

RESOLUTION NO. 158-01

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF RIVIERA BEACH, PALM BEACH COUNTY, FLORIDA, AUTHORIZING THE ACCEPTANCE OF GRANT FUNDS FROM THE U.S. DEPARTMENT OF JUSTICE - LOCAL LAW ENFORCEMENT BLOCK GRANT (LLEBG) PROGRAM IN AMOUNT OF \$180,736.00; AUTHORIZING THE FINANCE DIRECTOR TO TRANSFER CASH MATCH (\$20,082.00) FROM THE GENERAL FUND - GRANTS CASH MATCH ACCOUNT (001-0203-5190-8301) TO THE LOCAL LAW ENFORCEMENT GRANT FUND; AND PROVIDING AN EFFECTIVE DATE.

WHEREAS, the Bureau of Justice has established a Local Law Enforcement Block Grant (LLEBG) Program; and

WHEREAS, the City of Riviera Beach has been awarded funds in the amount of \$180,736.00 and requires matching funds of \$20,082.00, totaling \$200,818.00; and

WHEREAS, these funds will be used to hire a Crime Analyst, and to purchase equipment. The Crime Analyst's employment will be based on future grants of this type; and

WHEREAS, the LLEBG-2001 program requires that at least one public hearing be held to discuss the proposed use of the funds.

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

SECTION 1. The Mayor and City Clerk is authorized to accept the Grant Funds on behalf of the City; and

SECTION 2. The Finance Director is authorized to set up a budget as follows to expend the funds;

REVENUE

142-00-381001	TRANSFER FROM GENERAL FUND	\$ 20,082.00
142-00-331212	LLEBG (2001)	<u>180,736.00</u>
		\$200,818.00

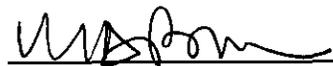
EXPENDITURES:

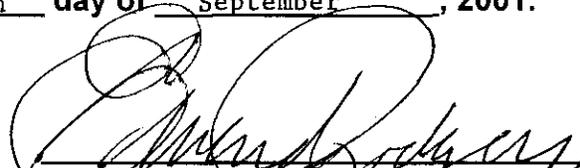
142-0817-521-0-1201	Regular Salaries & Wages	\$ 42,338.00
142-0817-521-0-6405	Machinery & Equipment	<u>158,480.00</u>
		\$200,818.00

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

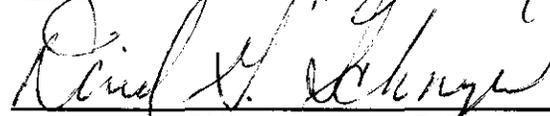
PASSED AND APPROVED this 5th day of September, 2001.

APPROVED:

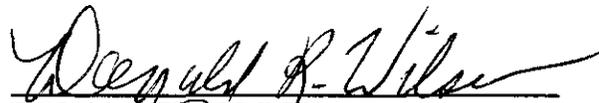

MICHAEL D. BROWN, MAYOR


EDWARD RODGERS, CHAIRPERSON

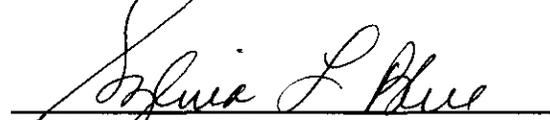
ATTEST:

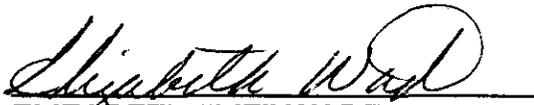

DAVID G. SCHNYER, CHAIR PRO-TEM

[MUNICIPAL SEAL]


DONALD R. WILSON


CARRIE E. WARD, CMC/AE
CITY CLERK


SYLVIA L. BLUE


ELIZABETH "LIZ" WADE
COUNCIL MEMBERS

MOTIONED BY: E. Wade

SECONDED BY: D. Schnyer

E. RODGERS aye

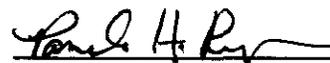
D. SCHNYER aye

D. WILSON aye

S. BLUE aye

E. WADE aye

REVIEWED AS TO LEGAL SUFFICIENCY


CITY ATTORNEY
CITY OF RIVIERA BEACH

DATE: 8/27/01

RESOLUTION NO. 159-01

A RESOLUTION OF THE CITY COUNCIL
CITY OF RIVIERA BEACH, PALM BEACH
COUNTY, FLORIDA, ACCEPTING THE
ANNUAL AUDIT FOR FISCAL YEAR
ENDING SEPTEMBER 30, 2000.

WHEREAS, on October 4, 2000 the City engaged the firm of Haas, Diaz & Co. to conduct the annual audit for fiscal year 2000; and

WHEREAS, the audit has been completed in accordance with the revised agreement with Haas, Diaz & Co.

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

SECTION 1. That the City Council authorizes acceptance of the annual audit for the fiscal year ending September 30, 2000.

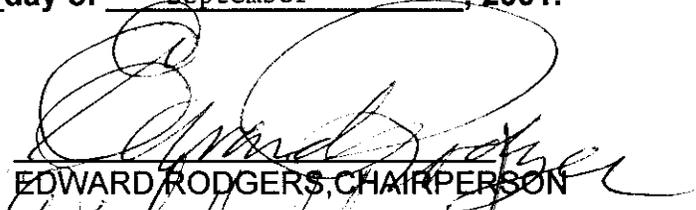
PASSED AND ADOPTED this 5th **day of** September **, 2001.**

APPROVED:



MICHAEL BROWN, MAYOR

(MUNICIPAL SEAL)



EDWARD RODGERS, CHAIRPERSON



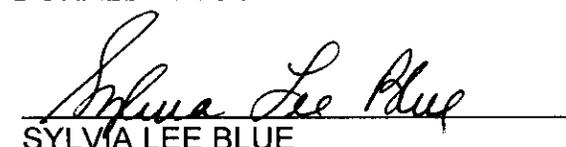
DAVID G. SCHNYER, CHAIR PRO-TEM



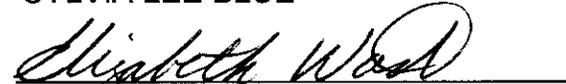
DONALD WILSON



CARRIE E. WARD, CMC/AAE
CITY CLERK



SYLVIA LEE BLUE



ELIZABETH "LIZ" WADE
COUNCIL MEMBERS

RESOLUTION NO. 159-01

PAGE 2

Approved as to legal sufficiency:

By: *Tom DeWine*

Asst. City Attorney

Date: 08-31-01

Motioned by: D. Schnyer

Seconded by: D. Wilson

E. Rodgers aye

D. Schnyer aye

D. Wilson aye

S. Blue aye

E. Wade aye

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF RIVIERA BEACH, PALM BEACH COUNTY, FLORIDA, ACCEPTING STAFF RECOMMENDATION AND APPROVING THE CONTRACT AGREEMENT TO JIM GRAHAM INC., NORTH PALM BEACH, FLORIDA, TO ACT AS AUCTIONEER FOR DISPOSAL OF CERTAIN SURPLUS CITY PROPERTY FOR A FEE OF 10% BUYER'S PREMIUM AS PER THEIR AGREEMENT WHICH IS A PART OF THIS RESOLUTION AND AUTHORIZING THE MAYOR AND CITY CLERK TO EXECUTE SAID AGREEMENT.

WHEREAS, the City of Riviera Beach requested Jim Graham to provide auctioneer service to dispose of certain City surplus property; and

WHEREAS, the City will utilize auctioneer services based on a piggyback bid with the City of Lake Worth, and

WHEREAS, Jim Graham, auctioneer's fee will be 10% of gross selling price payable by buyers.

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

SECTION 1: That the City of Riviera Beach, Palm Beach County, Florida, does hereby accept staff recommendation and approve the contract agreement with Jim Graham, Inc., to act as Auctioneer for disposal of certain City surplus property for a fee of 10% of gross selling price payable by buyers.

SECTION 2: That a copy of said contract agreement is attached hereto and made a part thereof.

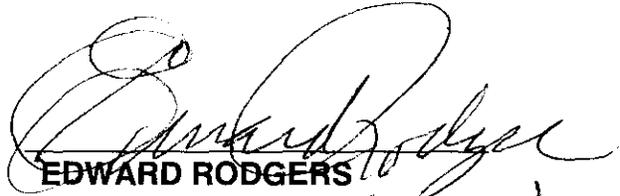
SECTION 3: That the Mayor and City Clerk are authorized to execute said agreement.

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

PASSED AND APPROVED this 5th day of September 2001.

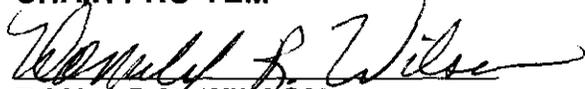
APPROVED:

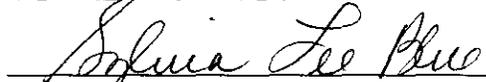

MICHAEL D. BROWN
MAYOR


EDWARD RODGERS
CHAIRPERSON

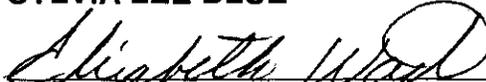
(MUNICIPAL SEAL)


DAVID G. SCHNYER
CHAIR PRO-TEM


DONALD R. WILSON


SYLVIA LEE BLUE

ATTEST:


ELIZABETH "LIZ" WADE
COUNCILMEMBERS


CARRIE E. WARD, CMC/AE
CITY CLERK

MOTIONED BY: D. Wilson

SECONDED BY: E. Wade

E. RODGERS aye

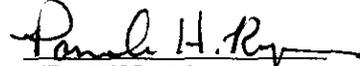
D. SCHNYER aye

D. WILSON aye

S. BLUE aye

E. WADE aye

REVIEWED AS TO LEGAL
SUFFICIENCY


CITY ATTORNEY
CITY OF RIVIERA BEACH

Date 8/27/01

Real Marketing
ing Lists
Reputation
Thousands of Followers

Jim Graham Auction Company
721 US 1, Suite 101, North Palm Beach, FL 33408
561-841-7181 www.jimgrahamauction.com
"46 years of successful auctions for america"

Highest Net Results
Professional Employees
Trustworthy Accounting
Powerful & Discrete

This agreement is by and between Jim Graham Auction Company, Inc. a Florida corporation herein referred to as "Auction Company" and The City of Riviera Beach herein referred to as Seller.

For and in consideration of the services to be performed by Auction Company, the undersigned Seller of the property herein described, hereby employs and grants to Auction Company the Exclusive Right to Sell the following property: Inventory as per list furnished to Auction Company.

Such exclusive right to sell includes the right to sell the above described property at public auction, absolute, to the highest bidder(s) on **September 15, 2001** and for a period of up to sixty days thereafter. Seller warrants and represents to Auction Company that: Seller owns free and clear, the above described property, and/or has full authority and lawful power to sell it. Seller herein proclaims that all property can be auctioned without violation of any Federal, State, Local, association or other regulations. Seller shall pay all sale related expenses including preparation, advertising and conducting the auction and herewith tenders to Auction Company Ten dollars (\$10.00) to be used toward defraying said expenses, receipt being hereby acknowledged. Auction Company shall expend this money as necessary for purposes relative to the sale of this property. Disbursement to seller shall be within 7 days of the auction.

Terms of Sale: Buyer shall pay by cash or cashiers check only. Checks will be accepted with valid bank letter of guarantee. Checks without bank letter of guarantee may be accepted but must be replaced with cash or cashiers check, wherein items will be released.

Auction Company Shall:

- a) conduct the public or private sale(s) in a professional manner. Personal property that does not sell, shall be subject to private or public resale by Jim Graham Auction Company, and the amount generated therefrom shall be included in the gross sale.
- (b) keep accurate records of such sales and expenses and provide Seller with a true and verifiable accounting.
- (c) receive separate from expenses, as compensation for promoting, advertising and conducting said sale(s) 10% of the bid price, payable by the Buyer and 10% of the bid price payable by the Seller.
- (d) endeavor to solicit additional items on consignment to swell and add general public interest in Seller's auction, if Auction Company believes it to be in Seller's best interest.

Seller Shall:

- (a) maintain the subject property and furnish light, water and personal and public liability insurance.
- (b) not sell, dispose of or otherwise withdraw any part of said property from this sale, or refuse to submit any of said property for sale.
- (c) not interfere, prevent or prohibit Auction Company, in any manner, prior to, or during this sale from carrying out their duties and obligation under this agreement.
- (d) in the event of breach of covenants herein, pay Auction Company, not as a penalty, but as liquidated damages of 10% of the value of the property.

Nothing herein shall be construed to constitute the parties hereto as partners and in the event of litigation by either party, Seller agrees that such action shall be brought in Palm Beach County, Florida and should Auction Company prevail, Seller agrees to pay all costs relative to such action, including reasonable attorney fees through and including any appeals or postjudgment proceedings.

This agreement shall bind and inure to the benefit of the parties hereto and their respective heirs, administrators, executors, representatives and assigns.

The terms of this agreement shall be fully enforceable, unless modified in writing and executed by all parties.

See attached Addendum "A"

Signed this 5 day of September, 2001 at Riviera Beach, Florida.

Witnesses:

(Seller) _____
Signature ~~represents personal guarantee~~

(Seller) _____
Signature represents personal guarantee


For Jim Graham Auction Company

Addendum "A"

This is a piggy back contract with the City of Lake Worth. The City of Riviera Beach will pay all sale related expenses including but not limited to: inventory, set up, arranging, tagging, advertising, printing & mailing of brochures, sign delivery & installation, labor for day of auction and check out/check exchange the monday following the auction. The sale related expenses shall not exceed \$3,000. and shall be deducted from the sale proceeds.

THIS AGREEMENT made and entered into this 5TH day of September, 2001 by and between Jim Graham Auction Company, hereinafter referred to as "Auctioneer," whose mailing address is 721 U.S. Highway 1, Suite 101, North Palm Beach, Florida 33408 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.

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

1. That the City does hereby retain the services of the Auctioneer to dispose of certain City surplus property and sale of abandoned property as per S.715.109 on Saturday, September 15, 2001. The Auctioneer is neither an officer nor an employee of the City of Riviera Beach.
2. Term- The terms of this agreement shall be for Saturday, September 15, 2001.
3. The Auctioneer agrees to dispose of certain City surplus property in accordance with his agreement referred to as Addendum "A" attached.
4. The Auctioneer will be required to supply all labor necessary to provide services outlined in the attached Auction Agreement "Addendum A".
5. The Auctioneer shall provide service to the City in accordance with the City of Lake Worth piggyback bid. The Auctioneer's fee will be 10% of gross selling price payable by buyers.
6. The City shall not be responsible for any property damage or personal injury sustained by the Auctioneer and/or the Auctioneer's employees from any cause whatever, prior, during, or subsequent to the period of time during which this agreement is in effect. The Auctioneer hereby waives, discharges, and releases the City, its agents and employees from liability for the negligent acts of the City or its employees and agents.
7. The Auctioneer shall indemnify, save and hold harmless the City, its agents and employees from any claim, demand, suit, loss, cost of, expense or damage which may be asserted, claimed or recovered against or from City or City's agents, or employees, by reason of any damage to property or person, including death, sustained by any person whomsoever, which damage is incidental to, occurs as a result of, or arises out of the negligent or wrongful act(s) of the Auctioneer.
8. The City will not be responsible for documenting any taxes owed as a result of the Auctioneer rendering personal services under this agreement.

BY: _____

INDEPENDENT CONTRACTOR

Print Name: _____

Date: _____


Peggy Ben Koff, Pres
8/16/01

CITY OF RIVIERA BEACH, PALM BEACH COUNTY, FLORIDA, this 25 day
of September, 2001.

CITY OF RIVIERA BEACH
APPROVED

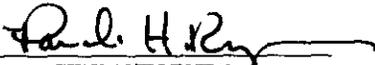
ATTEST:

BY: 
MICHAEL BROWN, MAYOR


CARRIE E. WARD, CMA/AE
CITY CLERK

[MUNICIPAL SEAL]

REVIEWED FOR LEGAL SUFFICIENCY


CITY ATTORNEY
CITY OF RIVIERA BEACH

DATE: 8/27/01

RIVIERA BEACH MARINA

RIVIERA BEACH MARINA
200 EAST 13TH STREET
RIVIERA BEACH, FL.33404
561-842-7806



MARINA OWNED VESSEL LISTING

<u>VESSEL#</u>	<u>YEAR</u>	<u>MAKE</u>
#68S48	1972	24ft. Vivacity
#DO36802	1971	110ft. Camcraft
#BL2A835SB1083	1984	24ft. Bayliner
#STA21947M78K	1979	21ft. Stamas
#MRK103750576M	1976	15ft. Mako
#DMRRC031J788	1988	23ft. Donzi
#SCR38020A888	1988	26ft. Sportcraft
#FL09/84KC	1997	Yamaha Jet Ski
#FL7230KJ	1997	Yamaha Jet Ski
FL00787JA GAC/ljb	1994	Four Winns



RECEIVED

AUG 02 2001



PURCHASING DEPT.

2001 VEHICLE AUCTION LIST

VEH. #	MODEL	YEAR	VIN #	TITLE
CE76	TIEMPO	1988	2FAPP36X1JB145943	
FP95	CR VIC	1988	2FABP72F3JX197902	
FP93	GME	1991	1GKCS18Z1M8509476	
RP861	FORD TRK	1985	1FTCF15Y1FNA64236	
PW514	FORD TRK	1984	1FTEF25Y1ENA62743	
PD841	CR VIC	1988	2FABP72F9JX203458	
PD174	NIS ALT	1992	1N4BU31F7PL142877	
CIV4	CR VIC	1987	2FABP72F6HX172812	
PD145	CR VIC	1991	2FACP72F9MX176870	
FD15	FORD TRK	1984	1FTEF25YXENA62742	
FD2	FIRE TRK	1973	1-606	
PW502	FORD TRK	1988	1FTDF15Y3JNB30377	
PW552	TRAILER	1987	1YB291761H1B1T714	C/O
WS706	FORD TRK	1988	1FTDF15Y1JNB30376	
BI66	TIEMPO	1988	2FAPP36X9JB205080	
BI69	CAVALIER	1990	1G1JC54GXLJ235769	
RP812	FORD TRK	1985	1FTCF15YOFNA64230	
D63	FORD LTD	1985	1FABP3937FA177933	
RP851	FORD BUS	1982	DMB60H6CVA52336	
PD173	CADILLAC	1986	1G6CD4784G4220686	
RP847	FORD BUS	1985	1FDWB70H3FVA43595	
RP849	FORD BUS	1982	DMB60H1CVA52339	
PW549	ROL MOL	1986	340-180	
CE78	CAVALIER	1989	1G1JC511OKJ298314	
RP867	GATOR	1993	WOO6X4XO18101	
MC88	ATV	1988	JKALF8B16J503564	
MC89	ATV	1988	JKALFBB14JB503840	

1. RESOLUTION NO. 160-01 - A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF RIVIERA BEACH, PALM BEACH COUNTY, FLORIDA, ACCEPTING STAFF RECOMMENDATION AND APPROVING THE CONTRACT AGREEMENT TO JIM GRAHAM INC., NORTH PALM BEACH, FL, TO ACT AS AUCTIONEER FOR DISPOSAL OF CERTAIN SURPLUS CITY PROPERTY FOR A FEE OF 10% BUYER'S PREMIUM AS PER THEIR AGREEMENT WHICH IS A PART OF THIS RESOLUTION AND AUTHORIZING THE MAYOR AND CITY CLERK TO EXECUTE SAID AGREEMENT.

City Clerk Ward read the referenced resolution into the record.

A motion was made by **Councilperson Wilson** and seconded by **Councilperson Wade** to approve the aforementioned resolution.

MOTION

A discussion ensued amongst the City Council and staff.

City Atty. Ryan requested that the City Council could approve the agreement with the amendment regarding the boat in question – Palm Princess.

A motion was made by **Councilperson Wilson** and seconded by **Councilperson Wade** amending the previous motion to state that Marina Director George Carter have the authority to invoke the city's requirement relating to the Palm Princess.

AMENDED MOTION

Upon a roll call by City Clerk Ward, the vote was unanimous.

MOTION APPROVED