

RESOLUTION NO. 41-00

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF RIVIERA BEACH, PALM BEACH COUNTY, FLORIDA, REQUESTING AUTHORIZATION TO TRANSFER FUNDS IN THE AMOUNT OF \$8,500.00 FROM THE GENERAL FUND CONTINGENCY ACCOUNT NO. 001-0203-5190-5999 TO THE PUBLIC WORKS STREETS AND CANALS ROAD MATERIAL & SUP-OTHER ACCOUNT NO. 001-1127-5190-5307 TO MAKE PAYMENT TO MOCK, ROOS & ASSOCIATES FOR THE PREPARATION OF THE STATE REQUIRED ANNUAL NATIONAL POLLUTANT DISCHARGE ELIMINATION SYSTEM PERMIT REPORT; AND PROVIDING AN EFFECTIVE DATE.

WHEREAS, the State requires that the City meets standard criteria; and Mock, Roos & Associates, Inc. has been authorized to prepare the Third Annual National Pollution Discharge Elimination System; ~~and~~ Permit Report; and

WHEREAS, in order to make payment, a total of \$8,500.00 needs to allocated. This amount was not budgeted; therefore, funds need to be transferred from General Fund Contingency at this time.

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

SECTION 1. The City Council hereby authorizes payment to Mock, Roos & Associates for the sum of \$8,500.00 for payment of providing Annual Report.

SECTION 2. That the Finance Director is authorized to transfer funds as follows:

Transfer from:

CONTINGENCY GENERAL FUND	001-0203-5190-5999	\$8,500.00
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Transfer to:

DPW STREETS/CANALS ROAD MATERIAL & SUP-OTHER	001-1127-5190-5307	\$8,500.00
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SECTION 3. This Resolution shall take effect upon its passage and adoption by the City Council.

PASSED AND APPROVED this 15TH day of MARCH, 2000.

RESOLUTION NO. 41-00

PAGE: 2

APPROVED:

[Handwritten signature]

MICHAEL D. BROWN,
MAYOR

[Handwritten signature]
EDWARD RODGERS
CHAIRPERSON

(MUNICIPAL SEAL)

[Handwritten signature]
ELIZABETH WADE
CHAIR PRO-TEM

ATTEST:

[Handwritten signature]

CARRIE E. WARD, CMC/AAE

[Handwritten signature]
DONALD R. WILSON

MARGARET CALLAHAN

MARILYN MOFFITT
COUNCILMEMBERS

MOTIONED BY: E. Wade

SECONDED BY: D. Wilson

E. RODGERS aye

E. WADE aye

M. CALLAHAN _____

D. WILSON aye

M. MOFFITT _____

REVIEWED AS TO LEGAL SUFFICIENCY

CITY ATTORNEY
CITY OF RIVIERA BEACH

DATE: _____

RESOLUTION NO. 42-00

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF RIVIERA BEACH, PALM BEACH COUNTY, FLORIDA, APPROVING AND AUTHORIZING THE MAYOR AND CITY CLERK TO APPROVE PAYMENT D.S. EAKINS CONSTRUCTION CORPORATION, IN THE AMOUNT OF \$ 20,673.00 FOR THE EMERGENCY REPAIR OF SEWER GRAVITY MAIN GOING INTO LIFT STATION #8 UNDER A "PIGGY-BACK" BID TO MIAMI-DADE CONTRACT S-675 IN THE ESTIMATED AMOUNT OF \$20,673.00; AND AUTHORIZING THE MAYOR AND FINANCE DIRECTOR TO PAY THIS AMOUNT FROM ACCOUNT NO. 402-1438-5350-4606.

WHEREAS, the City of Riviera Beach City Council approve emergency payment to D.S. Eakins Construction Corporation for the repair work on the gravity sewer main entering into Lift Station #8 at West 30th Street and Old Dixie Highway; and

WHEREAS, said amount will be paid to D.S. Easkins Construction Corporation in an amount estimated at \$20,673.00; and

WHEREAS, said payment shall be awarded from Account No. 402-1438-5350-4606.

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

Section 1: That the City Council hereby approves said payment to D.S. Eakins Construction Corporation in the estimated amount of \$20,673.00 for the repair of a gravity sewer main at Lift Station #8.

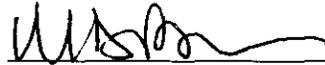
Section 2: That the Mayor and Finance Director are authorized to make payment for same under Account No. 402-1438-5350-4606.

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

RESOLUTION NO. 42-00
PAGE NO. 2

PASSED AND ADOPTED this 15TH day of MARCH, 2000.

APPROVED:


MICHAEL D. BROWN, MAYOR


EDWARD RODGERS, CHAIRPERSON

ATTEST:


ELIZABETH WADE
CHAIRPERSON PRO-TEM

(MUNICIPAL SEAL)


DONALD R. WILSON


CARRIE E. WARD, CMC/AE
CITY CLERK

MARILYN MOFFITT

MARGARET CALLAHAN
COUNCIL MEMBERS

MOTIONED BY: E. Wade

SECONDED BY: D. Wilson

E. RODGERS aye

E. WADE aye

D. WILSON aye

M. MOFFITT _____

M. CALLAHAN _____

REVIEWED AS TO LEGAL
SUFFICIENCY


INTERIM CITY ATTORNEY
CITY OF RIVIERA BEACH

DATE: 3-6-2000

LDP/ann

RESOLUTION NO. 43-00

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF RIVIERA BEACH, PALM BEACH COUNTY, FLORIDA, AUTHORIZING PAYMENT IN THE MATTER OF LOURANE JONES AND APPROVING THE TOTAL SETTLEMENT AMOUNT OF \$107,500 AS COMPLETE AND FINAL SETTLEMENT IN THE MATTER; FURTHER AUTHORIZING THE CITY'S INSURANCE ADMINISTRATORS, GALLAGHER BASSETT SERVICES, TO PAY THIS AMOUNT TO THE CLAIMANT/CLAIMANT'S ATTORNEY FROM THE CITY'S LOSS FUND ACCOUNT NUMBER 602-0305-5130-1405.

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

SECTION 1. That the City Council hereby authorize settlement in the matter of Lourane Jones Worker's Compensation claim in the total amount of \$107,500.

SECTION 2. That the Insurance Administrator Gallagher Bassett Services is hereby authorized to make payment from the City's Loss Fund in the amount of \$107,500.

SECTION 3. That the settlement amount of \$107,500 shall be paid from the City's Worker's Compensation Settlement Account No. 602-0305-5130-1405.

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

PASSED AND ADOPTED this 15TH day of MARCH, 2000.



MICHAEL D. BROWN
MAYOR

(MUNICIPAL SEAL)

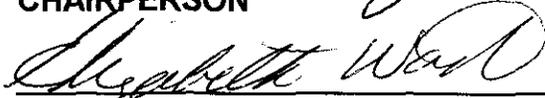
ATTEST



CARRIE E. WARD, CMC/AE
CITY CLERK



EDWARD RODGERS
CHAIRPERSON



ELIZABETH K. WADE
CHAIRPERSON PRO TEM



DONALD R. WILSON

MARILYN MOFFITT

MARGARET CALLAHAN
COUNCIL MEMBERS

MOTIONED BY: E. Wade

SECONDED BY: D. Wilson

E.	RODGERS	<u>aye</u>
L.	WADE	<u>aye</u>
D.	WILSON	<u>aye</u>
M.	MOFFITT	<u> </u>
M.	CALLAHAN	<u> </u>

REVIEWED AS TO LEGAL SUFFICIENCY



CITY ATTORNEY
CITY OF RIVIERA BEACH

DATE: 3-3-2000

RESOLUTION NO. 44-00

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF RIVIERA BEACH, PALM BEACH COUNTY, FLORIDA APPROVING AN INTERLOCAL AGREEMENT TO EXPAND MEMBERSHIP OF THE METROPOLITAN PLANNING ORGANIZATION TO INCLUDE AN ADDITIONAL VOTING REPRESENTATIVE FOR PALM BEACH COUNTY; AND AUTHORIZING THE MAYOR AND CITY CLERK TO EXECUTE SAME.

WHEREAS, the Intermodal Surface Transportation Efficiency Act of 1991 (ISTEA) and Chapter 339.175, Florida Statutes, call for metropolitan planning organizations (MPO) to perform transportation planning in urban areas; and

WHEREAS, Chapter 339.175, Florida Statutes, sets forth the requirements for creation of the MPO through an Interlocal Agreement and identifies the membership and designation process by the Governor's Office; and

WHEREAS, the Metropolitan Planning Organization of Palm Beach County proposes to expand its membership to provide an additional voting representative for Palm Beach County from a statutorily authorized planning board; and

WHEREAS, the Governor has approved the addition of another voting member for Palm Beach County.

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

Section 1. The expansion of the membership of the Metropolitan Planning Organization of Palm Beach County to include an additional voting representative for Palm Beach County is accepted.

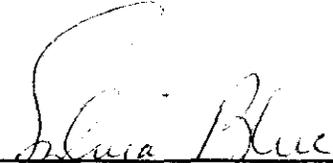
Section 2. The Interlocal Agreement creating the Metropolitan Planning Organization and identifying the membership is approved.

Section 3. The Mayor and City Clerk are authorized to execute the Interlocal Agreement.

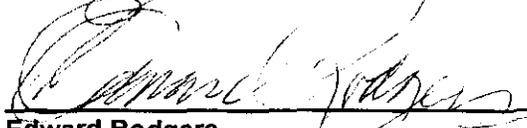
PASSED and APPROVED this 15 day of March, 2000.

APPROVED:

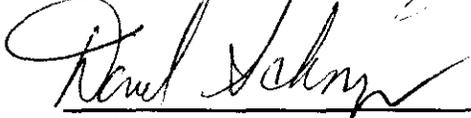

Michael D. Brown, MAYOR


Sylvia Blue

(MUNICIPAL SEAL)

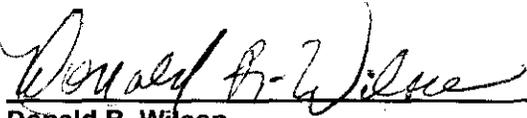

Edward Rodgers

ATTEST:


David Schnyer


CARRIE E. WARD, CMC/AE, CITY CLERK


Elizabeth Wade


Donald R. Wilson
COUNCILMEMBERS

MOTIONED BY: D. Wilson

SECONDED BY: E. Wade

S. Blue aye

E. Rodgers aye

D. Schnyer aye

E. Wade aye

D. Wilson aye

REVIEWED AS TO LEGAL SUFFICIENCY


CITY ATTORNEY
CITY OF RIVIERA BEACH

DATE: 3-15-2000

STATE OF FLORIDA DEPARTMENT OF TRANSPORTATION
**INTERLOCAL AGREEMENT FOR CREATION OF THE
PALM BEACH METROPOLITAN PLANNING ORGANIZATION**

R97 20970 (APR 17 2000) DEC 16 1997

THIS INTERLOCAL AGREEMENT is made and entered into this 5th day of MAY, 1999, by and between the FLORIDA DEPARTMENT OF TRANSPORTATION; the COUNTY(IES) OF Palm Beach; the MUNICIPALITIES OF Belle Glade, Boca Raton, Boynton Beach, Delray Beach, Jupiter, Lake Worth, Palm Beach Gardens, Riviera Beach, West Palm Beach; and the Port of Palm Beach.

RECITALS:

WHEREAS, the Federal Government, under the authority of 23 USC Section 134 and Sections 4(a), 5(g)(1), and 8 of the Federal Transit Act [49 USC app. Subsection 1603(a), 1604(g)(1), and 1607], requires that each metropolitan area, as a condition to the receipt of federal capital or operating assistance, have a continuing, cooperative, and comprehensive transportation planning process that results in plans and programs consistent with the comprehensively planned development of the metropolitan area, and stipulates that the State and the metropolitan planning organization shall enter into an agreement clearly identifying the responsibilities for cooperatively carrying out such transportation planning;

WHEREAS, the parties of this Interlocal Agreement desire to participate cooperatively in the performance, on a continuing basis, of a coordinated, comprehensive transportation planning process to assure that highway facilities, mass transit, rail systems, air transportation and other facilities will be properly located and developed in relation to the overall plan of community development;

WHEREAS, 23 USC Section 134 (a) and (b), as amended by the Intermodal Surface Transportation Efficiency Act of 1991, 49 USC Section 1607(a) and (b), 23 CFR Section 450.306, and Section 339.175, Florida Statutes, provide for the creation of metropolitan planning organizations to develop transportation plans and programs for metropolitan areas;

WHEREAS, pursuant to 23 USC Section 134(b), 49 USC app. Section 1607(b), 23 CFR Section 450.306(a), and Section 339.175, Florida Statutes, a determination has been made by the Governor and units of general purpose local government representing at least 75% of the affected population in the metropolitan area to designate a metropolitan planning organization;

WHEREAS, pursuant to Section 339.175(3), Florida Statutes, by letter to Mr. John F. Koons, Chairman dated December 27, 1996, the Governor has agreed to the apportionment plan of the members of the proposed MPO as set forth in this Agreement;

WHEREAS, pursuant to 23 CFR Section 450.306(^d ~~r~~), ^{as} implemented by Section 339.175(1)(b), Florida Statutes, an interlocal agreement must be entered into by the Department and the governmental entities designated by the Governor for membership on the MPO;

WHEREAS, the interlocal agreement is required to create the metropolitan planning organization and delineate the provisions for operation of the MPO;

WHEREAS, the undersigned parties have determined that this Agreement satisfies the requirements of and is consistent with Section 339.175(1)(b), Florida Statutes;

WHEREAS, pursuant to Section 339.175(1)(b), Florida Statutes, the interlocal agreement must be consistent with statutory requirements set forth in Section 163.01, Florida Statutes, relating to interlocal agreements; and

WHEREAS, the undersigned parties have determined that this Agreement is consistent with the requirements of Section 163.01, Florida Statutes.

NOW, THEREFORE, in consideration of the mutual covenants, promises, and representation herein, the undersigned parties desiring to be legally bound, do agree as follows:

ARTICLE 1 RECITALS; DEFINITIONS

Section 1.01. Recitals. Each and all of the foregoing recitals be and the same hereby incorporated herein and acknowledged to be true and correct. Failure of any of the foregoing recitals to be true and correct shall not operate to invalidate this Agreement.

Section 1.02. Definitions. The following words when used in this Agreement (unless the context shall clearly indicate the contrary) shall have the following meanings:

“Agreement” means and refers to this instrument, as amended from time to time.

“Department” shall mean and refer to the Florida Department of Transportation, an agency of the State of Florida created pursuant to Section 20.23, Florida Statutes.

“Long Range Transportation Plan” is at a minimum a 20-year plan which: identifies transportation facilities; includes a financial plan that demonstrates how the plan can be implemented and assesses capital improvements necessary to preserve the existing metropolitan transportation system and make efficient use of existing transportation facilities, indicates proposed transportation enhancement activities; and in ozone/carbon monoxide nonattainment areas is coordinated with the State Implementation Plan, all as required by 23 USC Section 134(g), 23 CFR Section 450.322, Section 339.175(6), Florida Statutes.

“Metropolitan Area” means and refers to the planning area as delineated by the MPO for the urbanized area containing at least a population of 50,000 as described in 23 USC Section 134(b)(1) and Section 339.175, Florida Statutes, which shall be subject to the MPO.

“MPO” means and refers to the metropolitan planning organization formed pursuant to this Agreement.

“Transportation Improvement Program (TIP)” is the transportation document which includes the following components: a priority list of projects and project phases; a list of projects proposed for funding; a financial plan demonstrating how the TIP can be implemented; a listing of group projects; an indication of whether the projects and project phases are consistent with applicable local government comprehensive plans adopted pursuant to Section 163.3161 et seq., Florida Statutes; and an indication of how improvements are consistent, to the maximum extent facilities, with affected seaport and airport master plans and with public transit development plans of the units of local government located within the boundaries of the MPO, all as required by 23 USC Section 134(h), 23 CFR Section 450.324, Section 339.175(7);, Florida Statutes.

“Unified Planning Work Program (UPWP)” is the annual plan developed in cooperation with the Department and public transportation providers, that lists all planning tasks to be undertaken during a program year, together with a complete description thereof and an estimated budget, all as required by 23 CFR Section 450.314, Section 339.175(8), Florida Statutes.

ARTICLE 2 PURPOSE

Section 2.01. General Purpose. The purpose of this Agreement is to establish the MPO:

(a) To assist in the development of transportation systems embracing various modes of transportation in a manner that will maximize the mobility of people and goods within and through this metropolitan area of this state and minimize, to the maximum extent feasible for transportation-related fuel consumption and air pollution;

(b) To develop transportation plans and programs, in cooperation with the Department, which plans and programs provide for the development of transportation facilities that will function as multi-modal and an intermodal transportation system for the metropolitan area;

(c) To implement and ensure a continuing, cooperative, and comprehensive transportation planning process that results in coordinated plans and programs consistent with the comprehensively planned development of this selected metropolitan area in cooperation with the Department;

(d) To assure eligibility for the receipt of Federal capital and operating assistance pursuant to 23 USC Section 134 and Sections 4(a), 5(g)(1), and 8 of the Federal Transit Act [49 USC app. Subsection 1603(a), 1604(g)(1), and 1607]; and

(e) To carry out the metropolitan transportation planning process, in cooperation with the Department, as required by 23 USC Section 134 and Sections 4(a), 5(g)(1), and 8 of the Federal Transit Act [49 USC app. Subsection 1603(a), 1604(g)(1), and 1607]; 23 CFR, Parts 420 and 450 and 49 CFR Part 613, Subpart A: and consistent with Chapter 339, Florida Statutes, and other applicable state and local laws.

Section 2.02. Major MPO Responsibilities. The MPO is intended to be a forum for cooperative decision making by officials of the governmental entities which are party to this Agreement in the development of transportation-related plans and programs, including but not limited to:

- (a) The long range transportation plan;
- (b) The Transportation Improvement Program;
- (c) The Unified Planning Work Program;
- (d) A congestion management system for the metropolitan area as required by state or federal law;
- (e) Assisting the Department in mapping transportation planning boundaries required by state or federal law;
- (f) Assisting the Department in performing its duties relating to access management, functional classification of roads, and data collection; and
- (g) Performing such other tasks presently or hereafter required by state or federal law.

Section 2.03. MPO decisions coordinated with FDOT and consistent with comprehensive plans. Chapter 334, Florida Statutes, grants the broad authority for the Department's role in transportation. Section 334.044, Florida Statutes, shows the legislative intent that the Department shall be responsible for coordinating the planning of a safe, viable and balanced state transportation system serving all regions of the State. Section 339.155, Florida Statutes, requires the Department to develop a statewide transportation plan, which considers, to the maximum extent feasible, strategic regional policy plans, MPO plans, and approved local government comprehensive plans. Section 339.175, Florida Statutes, specifies the authority and responsibility of the MPO and the Department in the management of a continuing, cooperative, and comprehensive transportation planning process for the metropolitan area.

In fulfillment of this purpose and in the exercise of the various powers granted by Chapters 334 and 339, Florida Statutes, the Department and all parties to this Agreement acknowledge that the provisions of the Local Government Comprehensive Planning and Land Development Regulation Act, Sections 163.3161-3215, Florida Statutes, are applicable to this Agreement. The parties to this Agreement shall take particular care that the planning processes and planning integrity of local governments as set forth in aforementioned law shall not be infringed upon.

ARTICLE 3 MPO ORGANIZATION AND CREATION

Section 3.01. Establishment of MPO. The MPO for the metropolitan area as described in the membership apportionment plan approved by the Governor is hereby created and established pursuant to the Agreement to carry out the purposes and functions set forth in Articles 2 and 5. The legal name of this metropolitan planning organization shall be Palm Beach Metropolitan Planning Organization.

Section 3.02. MPO to operate pursuant to law. In the event that any election, referendum, approval, permit, notice, other proceeding or authorization is required under applicable law to undertake any power, duty, or responsibility hereunder, or to observe, assume, or carry out any of the provisions of this Agreement, the MPO will, to the extent of its legal capacity, comply with all applicable laws and requirements.

Section 3.03. Governing board to act as policy-making body of MPO. The governing board established pursuant to Section 4.01 of this Agreement shall be the policy-making body forum of the MPO responsible for cooperative decision-making of actions taken by the MPO. The Governing Board is the policy-making body that is the forum for cooperative decision-making and will be taking the required approval action as the MPO.

Section 3.04. Submission of proceedings: Contracts and other documents. Subject to requirements of confidentiality of public records under Florida law and the right to claim an exemption from the Florida Public Records Law, Chapter 119, Florida Statutes, the MPO shall submit to the Department such data, reports, records, contracts, and other documents relating to its performance as a metropolitan planning organization as the Department may require. The MPO shall have a right to charge responsible charges for reproduction of public records as permitted by Chapter 119, Florida Statutes.

Section 3.05. Rights of review. All parties to this Agreement, and the affected Federal funding agency (i.e., FHWA, FEDERAL TRANSIT ACT, and FAA) shall have the rights of technical review and comment of MPO projects.

ARTICLE 4
COMPOSITION; MEMBERSHIP; TERMS OF OFFICE

Section 4.01. Composition and membership of governing board.

(a) The membership of the MPO shall consist of **eighteen (18)** voting representatives and one (1) non-voting representative. The names of the member local governmental entities and the voting apportionment of the governing board as approved by the Governor shall be as follows:

<u>Jurisdiction</u>	<u>Members</u>
Palm Beach County	6 (including a member of a statutorily authorized planning board)
Belle Glade	1
Boca Raton	2
Boynton Beach	1
Delray Beach	1
Jupiter	1
Lake Worth	1
Palm Beach Gardens	1
Riviera Beach	1
West Palm Beach	2
Port of Palm Beach	1
Florida Department of Transportation	1 (non-voting)

(b) All voting representatives shall be elected officials of general purpose local governments, except to the extent that the MPO includes, as part of its apportioned voting membership, a member of a statutorily authorized planning board or an official of an agency that operates or administers a major mode of transportation. All individuals acting as a representative of the governing board of the county, the city, or authority shall first be selected by said governing board.

(c) In no event shall the county commission representatives constitute less than one-third of the total number of representatives on the MPO.

(d) In the event that a governmental entity that is a member of the MPO fails to fill an assigned appointment to the MPO within sixty (60) days after notification by the Governor of its duty to appoint a representative, that appointment shall be made by the Governor from the eligible individuals of that governmental entity.

Section 4.02. Terms. The term of office of members of the MPO shall be four (4) years. The membership of a member who is a public official automatically terminates upon said official leaving the elective or appointive office for any reason, or may be terminated by a majority vote of the total membership of the governmental entity represented by the member. A vacancy shall be filled by the original appointing entity. A member may be appointed for one or more additional four (4) year terms.

ARTICLE 5 AUTHORITIES, POWERS, DUTIES AND RESPONSIBILITIES

Section 5.01. General authority. The MPO shall have all authorities, powers and duties, enjoy all rights, privileges, and immunities, exercise all responsibilities and perform all obligations necessary or appropriate to managing a continuing, cooperative, and comprehensive transportation planning process as specified in Section 339.175(4) and (5), Florida Statutes.

Section 5.02. Specific authority and powers. The MPO shall have the following powers and authority:

(a) As provided in Section 339.175(5)^h(g), Florida Statutes, the MPO may employ personnel and/or may enter into contracts with local or state agencies and private planning or engineering firms to utilize the staff resources of local and/or state agencies;

(b) As provided in Section 163.01(14), Florida Statutes, the MPO may enter into contracts for the performance of service functions of public agencies;

(c) As provided in Section 163.01(5)(j), Florida Statutes, the MPO may acquire, own, operate, maintain, sell, or lease real and personal property;

(d) As provided in Section 163.01(5)(m), Florida Statutes, the MPO may accept funds, grants, assistance, gifts or bequests from local, State, and Federal resources;

(e) The MPO may promulgate rules to effectuate its powers, responsibilities, and obligations enumerated herein; provided, that said rules do not supersede or conflict with applicable local and state laws, rules and regulations; and]

(f) The MPO shall have such powers and authority as specifically provided in Sections 163.01 and 339.175, Florida Statutes, and as my otherwise be provided by federal or state law.

Section 5.03. Duties and responsibilities. The MPO shall have the following duties and responsibilities:

(a) As provided in Section 339.175(5)^e(d), Florida Statutes, the MPO shall create and appoint a technical advisory committee;

(b) As provided in Section 339.175(5)^f(e), Florida Statutes, the MPO shall create and appoint a citizens' advisory committee;

(c) As provided in Section 163.01(5)(o), Florida Statutes, the MPO membership shall be jointly and severally liable for liabilities, and the MPO may respond to such liabilities through the purchase of insurance or bonds, the retention of legal counsel, and, as appropriate, the approval of settlements of claims by its governing board;

(d) As provided in Section 339.175(8), Florida Statutes, the MPO shall establish a budget which shall operate on a fiscal year basis consistent with any requirements of the Unified Planning Work Program;

(e) The MPO, in cooperation with the Department, shall carry out the metropolitan transportation planning process as required by 23 CFR, Part 420 and 450 and 49 CFR Part 613, Subpart A, and consistent with Chapter 339, Florida Statutes, and other applicable state and local laws;

(f) As provided in Section 339.175(9)(a), Florida Statutes, the MPO shall enter into agreements with the Department, operators of public transportation systems and the metropolitan and regional intergovernmental coordination and review agencies serving the metropolitan area. These agreements will prescribe the cooperative manner in which the transportation planning process will be coordinated and included in the comprehensively planned development of the area;

- (g) Prepare the Long-Range Transportation Plan;
- (h) In cooperation with the Department, prepare the Transportation Improvement Program;
- (i) In cooperation with the Department, prepare and annually update the Unified Planning Work Program;
- (j) Prepare a congestion management system for the metropolitan area;
- (k) Assist the Department in mapping transportation planning boundaries required by state or federal law;
- (l) Assist the Department in performing its duties relating to access management, functional classification of roads, and data collection;
- (m) Perform such other tasks presently or hereafter required by state or federal law;
- (n) Execute certifications and agreements necessary to comply with state or federal law; and
- (o) Adopt operating rules and procedures.

ARTICLE 6 FUNDING; INVENTORY REPORT; RECORD-KEEPING

Section 6.01. Funding. The Department shall allocate to the MPO for its performance of its transportation planning and programming duties, an appropriate amount of federal transportation planning funds.

Section 6.02. Inventory report. The MPO agrees to inventory, to maintain records of and to insure proper use, control, and disposal of all nonexpendable tangible property acquired pursuant to funding under this Agreement. This shall be done in accordance with the requirements of 23 CFR Part 420, Subpart A, 49 CFR Part 18, Subpart C, and all other applicable federal regulations.

Section 6.03. Record-keeping and document retention. The Department and the MPO shall prepare and retain all records in accordance with the federal and state requirements, including but not limited to 23 CFR Part 420, Subpart A, 49 CFR Part 18d, Subpart C, 49 CFR Section 18.42, and Chapter 119, Florida Statutes.

ARTICLE 7 MISCELLANEOUS PROVISION

Section 7.01. Constitutional or statutory duties and responsibilities of parties. This Agreement shall not be construed to authorize the delegation of the constitutional or statutory duties of any of the parties. In addition, this Agreement does not relieve any of the parties of an obligation or responsibility imposed upon them by any legal or administrative entity created or authorized by this Agreement, in which case this performance may be offered in satisfaction of the obligation or responsibility.

Section 7.02. Amendment of Agreement. Amendments or modifications of this Agreement may be made by written agreement signed by all parties here to with the same formalities as the original Agreement. No amendment may alter the apportionment or jurisdictional boundaries of the MPO without approval by the Governor.

Section 7.03. Duration; withdrawal procedure.

(a) Duration. This Agreement shall remain in effect until terminated by the parties to this Agreement; provided, however, that by no later than **June 30, 2002** and at least every five (5) years thereafter, the Governor shall examine the composition of the MPO membership and reapportion it as necessary to comply with Section 339.175(2), Florida Statutes, as appropriate. During examination of the MPO apportionment every five (5) years by the Governor, this Agreement shall be reviewed by the MPO and the Department to confirm the validity of the contents and to recommend amendments, if any, that are required.

(b) Withdrawal procedure. Any party, except **Palm Beach County** and the United States Bureau of the Census designated center city(ies), may withdraw from this Agreement after presenting in written form a notice of intent to withdrawal to the other parties to this Agreement and the MPO, at least ninety (90) days prior to the intended date of withdrawal. Upon receipt of the intended notice of withdrawal:

(1) The withdrawing member and the MPO shall execute a memorandum reflecting the withdrawal of the member and alteration of the list of member governments that are signatories to this Agreement. The memorandum shall be filed in the Office of the Clerk of the Circuit Court of each county in which a party hereto is located; and

(2) The Office of the Governor shall be contacted, and the Governor, with the agreement of the remaining members of the MPO, shall determine whether any reapportionment of the membership shall be appropriate. The Governor and the MPO shall review the previous MPO designation, applicable Florida and local law, and MPO rules for appropriate revision. In the event that another entity is to accorded membership in the place of the member withdrawing from the MPO, the parties acknowledge that pursuant to 23 CFR Section 450.306(k), adding membership to the MPO does not automatically require redesignation of the MPO. In the event that a party who is not a signatory to this Agreement is accorded membership on the MPO, membership shall not become effective until this Agreement is amended to reflect that the new member has joined the MPO.

Section 7.04. Notices. All notices, demands and correspondence required or provided for under this Agreement shall be in writing and delivered in person or dispatched by certified mail, postage prepaid, return receipt requested. Notice required to be given shall be addressed as follows:

Palm Beach County
Post Office Box 1898
West Palm Beach, FL 33402-1989

City of Boca Raton
201 West Palmetto Park Road
Boca Raton, FL 33432

City of Delray Beach
100 Northwest First Avenue
Delray Beach, FL 33444

City of Lake Worth
7 North Dixie Highway
Lake Worth, FL 33460

City of Belle Glade
110 Southwest Avenue "E"
Belle Glade, FL 33430

City of Boynton Beach
100 East Boynton Beach Boulevard
Boynton Beach, FL 33435

Town of Jupiter
210 Military Trail
Jupiter, FL 33458

City of Palm Beach Gardens
10500 North Military Trail
Palm Beach Gardens, FL 33410

City of Riviera Beach
600 West Blue Heron Boulevard
Riviera Beach, FL 33404

City of West Palm Beach
Post Office Box 3366
West Palm Beach, FL 33402-3366

Port of Palm Beach
Post Office Box 9935
Riviera Beach, FL 33419-9935

Florida Department of Transportation - Dist. IV
3400 West Commercial Boulevard
Fort Lauderdale, FL 33309-3421

A party may unilaterally change its address or addressee by giving notice in writing to the other parties as provided in this section. Thereafter, notices, demands and other pertinent correspondence shall be addressed and transmitted to the new address.

Section 7.05. Interpretation.

(a) Drafters of Agreement. The Department and the members of the MPO were each represented by or afforded the opportunity for representation by legal counsel and participated in the drafting of this Agreement and in choice of wording. Consequently, no provision hereof should be more strongly construed against any party as drafter of this Agreement.

(b) Severability. Invalidation of any one of the provisions of this Agreement or any part, clause or word hereof, or the application thereof in specific circumstances, by judgement, court order, or administrative hearing or order shall not affect any other provisions or applications in other circumstances, all of which shall remain in full force and effect; provided, that such remainder would then continue to conform to the terms and requirements of applicable law.

(c) Rules of construction. In interpreting this Agreement, the following rules of construction shall apply unless the context indicates otherwise:

- (1) The singular of any word or term includes the plural;
- (2) The masculine gender includes the feminine gender; and
- (3) The word "shall" is mandatory, and "may" is permissive.

Section 7.06. Enforcement by parties hereto. In the event of any judicial or administrative action to enforce or interpret this Agreement by any party hereto, each party shall bear its own attorney's fees in connection with such proceeding.

Section 7.07. Agreement execution; Use of counterpart signature pages. This Agreement, and any amendments hereto, may be simultaneously executed in several counterparts, each of which so executed shall be deemed to be an original, and such counterparts together shall constitute one and the same instrument.

Section 7.08. Effective date; Cost of recordation.

(a) Effective date. This Agreement shall become effective upon its filing in the Office of the Clerk of the Circuit Court of each county in which a party hereto is located. Any amendment hereto shall become effective only upon its filing in the Office of the Clerk of the Circuit Court for each county in which a party hereto is located.

(b) Recordation. The Florida Department of Transportation hereby agrees to pay for any costs of recordation or filing of this Agreement in the Office of the Circuit Court for each county in which a party is hereto located. The recorded or filed original hereof, or any amendment, shall be returned to the MPO for filing in its
ards.

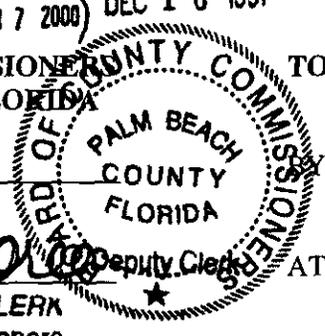
IN WITNESS WHEREOF, the undersigned parties have executed this Interlocal Agreement on behalf of the referenced legal entities and hereby establish the above designated MPO.

Signed, Sealed and Delivered in the presence of:

R97 2097D (APR 17 2000) DEC 16 1997

BOARD OF COUNTY COMMISSIONERS OF PALM BEACH COUNTY, FLORIDA TOWN OF JUPITER

BY: W. J. Jolly
CHAIRMAN
ATTEST: Dorothy Wilner
DOROTHY WILNER, CLERK
Board of County Commissioners



BY: Ken G. Goble
MAYOR
ATTEST: John Boyl
CLERK



CITY OF BELLE GLADE

BY: Stephen Yeech
MAYOR
ATTEST: Debra R. By
CLERK

CITY OF LAKE WORTH

BY: Tom R...
MAYOR
ATTEST: Barbara L. Ebelly
DEPUTY CLERK

CITY OF BOCA RATON

BY: Larry Hansen
MAYOR
ATTEST: Sharon Carannata
Deputy CLERK

CITY OF PALM BEACH GARDENS

BY: John...
MAYOR
ATTEST: Cindy Harvey
CLERK

CITY OF BOYNTON BEACH

BY: Gerald Taylor
MAYOR
ATTEST: Suzanne K. House
CLERK

CITY OF RIVIERA BEACH

BY: W. G. ...
MAYOR
ATTEST: C. L. ...
CLERK

CITY OF DELRAY BEACH

BY: David W. Schmidt
MAYOR
ATTEST: Barbara Lantz
Deputy CLERK

CITY OF WEST PALM BEACH

BY: John T. Dan
MAYOR
ATTEST: Verene duFourchet
CLERK

CITY ATTORNEY'S OFFICE
Approved as to form and legal sufficiency
By: [Signature]
Date: 3/22/00

PORT OF PALM BEACH

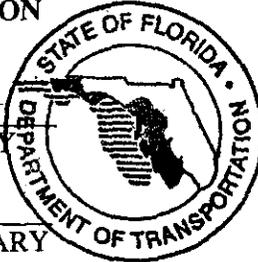
BY: [Signature]
CHAIR

ATTEST: [Signature]
EXECUTIVE DIRECTOR

STATE OF FLORIDA
DEPARTMENT OF TRANSPORTATION

BY: [Signature]
DISTRICT SECRETARY

ATTEST: [Signature]
EXECUTIVE SECRETARY



Approved as to Form:

Florida Department of Transportation

BY: [Signature]
ATTORNEY

APPROVED AS TO FORM
AND LEGAL SUFFICIENCY

[Signature]
COUNTY ATTORNEY

RESOLUTION NO. 45-00

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF RIVIERA BEACH, PALM BEACH COUNTY, FLORIDA, AUTHORIZING THE FIRE DEPARTMENT TO PURCHASE ONE ADVANCED LIFE SUPPORT RESCUE VEHICLE FROM MEDIC MASTER IN THE AMOUNT OF \$112,000.00 FROM THE PALM BEACH COUNTY BID NO. 99-141/TE AND AUTHORIZING THE MAYOR FINANCE DIRECTOR TO MAKE PAYMENTS FOR SAME FROM ACCOUNT 305-0920-5220-6403.

WHEREAS, the City Council approved the funding for the purchase of an Advanced Life Support Vehicle in the 1999/2000 Fiscal Budget; and

WHEREAS, Medic Master was awarded the Palm Beach County Bid No. 99-141/TE for the purchase of Advanced Life Support Vehicles; and

WHEREAS, the City Council authorizes the Mayor and Finance Director to pay \$112,000 from account 305-0920-5220-6403 for this vehicle.

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 hereby authorizes the Fire Department to purchase an Advanced Life Support Vehicle from Medic Master in the amount of \$112,000.00.

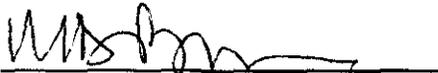
Section 2: The City Council of the City of Riviera Beach authorizes the Mayor and Finance Director to make payment for same to Medic Master from account 305-0920-5220-6403.

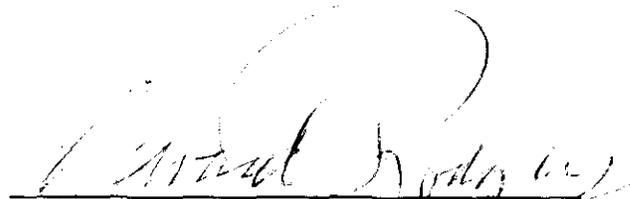
Section 3: This resolution shall take effect upon passage and adoption by City Council.

RESOLUTION NO. 45-00

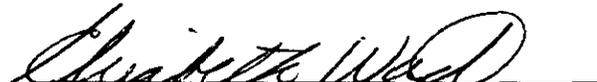
PAGE 2

APPROVED:


MICHAEL BROWN, MAYOR

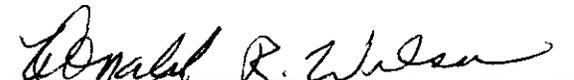

EDWARD RODGERS, CHAIR PERSON

(MUNICIPAL SEAL)


ELIZABETH WADE, CHAIR PRO-TEM

ATTEST:


CARRIE, WARD, CMC/AAE
CITY CLERK


DONALD R. WILSON


SYLVIA BLUE


DAVID SCHNYER
COUNCIL MEMBERS

MOTIONED BY: E. WADE

SECONDED BY: D. WILSON

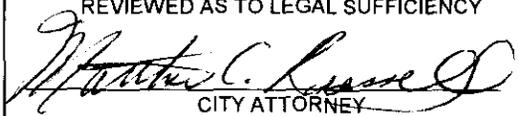
E. RODGERS: aye

E. WADE: aye

D. WILSON: aye

S. BLUE: aye

D. SCHNYER: aye

REVIEWED AS TO LEGAL SUFFICIENCY

CITY ATTORNEY
CITY OF RIVIERA BEACH
DATE: 3-20-2000

RESOLUTION NO. 46-00

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 IMPROVEMENT ON AVENUE "U" AT AN ESTIMATED COST OF \$25,561.63 FROM ACCOUNT No. 301-1116-5190-4607.

WHEREAS, it is the intent of the Local Government Comprehensive Planning and Plan Development Regulations Act, Section 163.3161(4), Florida Statutes, to encourage and 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 presently constructing a new elementary school 96C on Avenue "U" in the City of Riviera Beach, together with off-site improvements necessary to accommodate the impacts from the School; 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; and

WHEREAS, the City desires to upgrade the proposed 15" drainage pipe to 24" in order to accommodate the runoff from Avenue "U", south of West 15th Street.

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 reimburse the School Board the cost differential estimated at \$25,561.63 upon completion of work for installing a 24 inch culvert on Avenue "U" from West 15th Street to City Canal RC-1D.

SECTION 3. Payment is made from account No. 301-1116-5190-4607.

RESOLUTION NO. 46-00
PAGE TWO

PASSED AND APPROVED this 5th day of April 2000.

APPROVED:

[Signature]
MICHAEL D. BROWN, MAYOR

[Signature]
EDWARD RODGERS

[MUNICIPAL SEAL]

[Signature]
ELIZABETH WADE

[Signature]
DAVID SCHNYER

ATTEST:

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

[Signature]
SYLVIA BLUE

[Signature]
DONALD R. WILSON

COUNCIL MEMBERS

MOTIONED BY: E. Wade

SECONDED BY: D. Wilson

E. RODGERS aye

E. WADE aye

D. SCHNYER aye

S. BLUE aye

D. WILSON aye

REVIEWED FOR LEGAL SUFFICIENCY
[Signature]
CITY ATTORNEY
CITY OF RIVIERA BEACH
DATE: 3-16-2000

RESOLUTION NO. 47-00

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF RIVIERA BEACH, PALM BEACH COUNTY, FLORIDA, AWARING THE BID FOR RECONSTRUCTION OF WEST 33RD STREET TO E&N CONSTRUCTION, INC. IN THE AMOUNT OF \$264,300.50. AND AUTHORIZING FINANCE DIRECTOR TO MAKE PAYMENT FOR SAME FROM ACCOUNT NO. 108-1116-5190-6501.

WHEREAS, the City of Riviera Beach solicited bids to reconstruct West 33rd Street between Avenue "O" and Old Dixie Highway; and

WHEREAS, the bids were opened on February 4, 2000; and

WHEREAS, E&N Construction, Inc. is the lowest bidder and meets the minimum qualification.

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

SECTION 1. The bid submitted by E&N Construction, Inc. for \$264,300.50 is accepted.

SECTION 2. The Mayor and City Clerk be authorized to execute the contract for same.

SECTION 3. The City Manager is hereby authorized to approve change orders in the amount not to exceed 10% of the contract amount.

SECTION 4. Those payments for same be made from account No. 108-1116-5190-6501 not to exceed the total budget in the amount of \$292,000.00.

RESOLUTION NO. 47-00

PAGE TWO

PASSED AND APPROVED this 5th day of April 2000.

APPROVED:

Michael D. Brown
MICHAEL D. BROWN, MAYOR

Edward Rodgers
EDWARD RODGERS

[MUNICIPAL SEAL]

Elizabeth Wade
ELIZABETH WADE

David Schnyer
DAVID SCHNYER

ATTEST:

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

Sylvia Blue
SYLVIA BLUE

Donald R. Wilson
DONALD R. WILSON

COUNCIL MEMBERS

MOTIONED BY: E. Wade

SECONDED BY: D. Wilson

E. RODGERS aye

E. WADE aye

D. SCHNYER aye

S. BLUE aye

D. WILSON aye

REVIEWED FOR LEGAL SUFFICIENCY
Wanda C. ...
CITY ATTORNEY
CITY OF RIVIERA BEACH
DATE: 3-16-2000

RESOLUTION NO. 48-00

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF RIVIERA BEACH, PALM BEACH COUNTY, FLORIDA, APPROVING SETTLEMENT IN THE MATTER OF CLAIMANT ALBERTA DeFREITAS AND AUTHORIZING GALLAGHER BASSETT SERVICES, INC. TO MAKE PAYMENT IN THE AMOUNT OF \$95,000.00, FROM THE CITY'S LOSS FUND ACCOUNT UNDER CLAIM NO. 000160-004452-AB-01, PROVIDING AN EFFECTIVE DATE AND FOR OTHER PURPOSES.

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

SECTION ONE. That the city council hereby approves settlement in the matter of *Claimant Alberta DeFreitas*, in the total amount of \$95,000.00.

SECTION TWO. That said amount shall be paid from the City's Loss Fund Account through Gallagher Bassett Services, Inc., Claim No. 000160-004452-AB-01.

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

PASSED and ADOPTED this 5th day of April, 2000.

APPROVED:



Michael D. Brown
Mayor

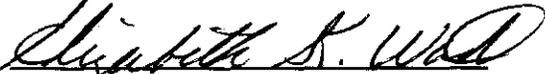
Attest:

[Municipal Seal]

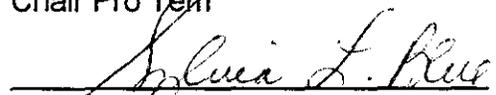


Carrie E. Ward, CMC/AAE
City Clerk

Edward Rodgers
Chair



Elizabeth K. Wade
Chair Pro Tem



Sylvia L. Blue



Donald R. Wilson



David G. Schnyer
Council members

RESOLUTION NO. 48-00

Page -2-

Motioned by: E. Wade

Seconded by: S. Blue

Approved as to legal sufficiency

E. Rodgers aye

E. Wade aye

S. Blue aye

D. Wilson aye

D. Schnyer aye

By: *Michael C. Blount*

Interim City Attorney

Date: 3-1-02

[SETTLEMENT/MCR:dpm*031400]

RESOLUTION NO. 49-00

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF RIVIERA BEACH, PALM BEACH COUNTY, FLORIDA, APPROVING SETTLEMENT IN THE MATTER OF *CLAIMANT LORRAINE LYLES* AND AUTHORIZING GALLAGHER BASSETT SERVICES, INC. TO MAKE PAYMENT IN THE AMOUNT OF \$12,500.00, FROM THE CITY'S LOSS FUND ACCOUNT UNDER CLAIM NO. 000160-004280-AB-01, PROVIDING AN EFFECTIVE DATE AND FOR OTHER PURPOSES.

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

SECTION ONE. That the city council hereby approves settlement in the matter of *Claimant Lorraine Lyles*, in the total amount of \$12,500.00.

SECTION TWO. That said amount shall be paid from the City's Loss Fund Account through Gallagher Bassett Services, Inc., Claim No. 000160-004280-AB-01.

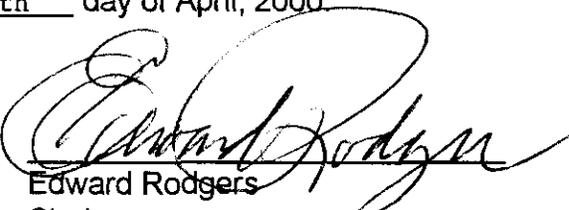
SECTION THREE. This Resolution shall take effect immediately upon its passage and adoption by the City Council.

PASSED and ADOPTED this 5th day of April, 2000

APPROVED:

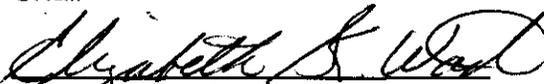


Michael D. Brown
Mayor



Edward Rodgers
Chair

Attest:

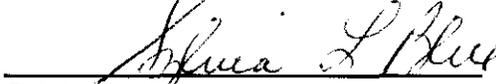


Elizabeth K. Wade
Chair Pro Tem

[Municipal Seal]



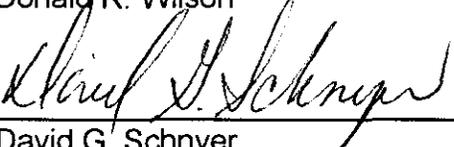
Carrie E. Ward, CMC/AEE
City Clerk



Sylvia L. Blue



Donald R. Wilson



David G. Schnyer
Council members

RESOLUTION NO. 49-00

Page -2-

Motioned by: D. Wilson

Seconded by: E. Wade

E. Rodgers aye

E. Wade aye

S. Blue aye

D. Wilson aye

D. Schnyer aye

Approved as to legal sufficiency

By:

Matthew C. Russell

Interim City Attorney

Date:

3-22-2000

[SETTLEMENT/MCR:dpm*032200]

RESOLUTION NO. 50-00

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF RIVIERA BEACH, PALM BEACH COUNTY, FLORIDA, AUTHORIZING THE FIRE DEPARTMENT TO PURCHASE TEN HEADSET COMMUNICATIONS SYSTEMS IN THE AMOUNT OF \$20,857.00 FROM TEN-8 FIRE EQUIPMENT OFF OF WEST PALM BEACH BID LOT NO. 10-5 AND INSTALLATION IN THE AMOUNT OF \$1,500 FROM RADIO PLUS; AUTHORIZING THE FINANCE DIRECTOR TO TRANSFER \$22,357 FROM GENERAL FUND CONTINGENCY TO ACCOUNT 001-0920-5220-6405; AND AUTHORIZING THE MAYOR AND FINANCE DIRECTOR TO MAKE PAYMENTS FOR SAME.

WHEREAS, Riviera Beach Fire Rescue has an immediate need to improve the Communications Systems installed in each of its emergency vehicles; and

WHEREAS, Ten-8 Fire Equipment was awarded the West Palm Beach Bid Lot No. 10-5 for the purchase of Headset Communications Systems; and

WHEREAS, the City Council authorizing the finance director to transfer \$22,357 from general fund contingency to account 001-0920-5220-6405; and

WHEREAS, the City Council authorizes the Mayor and Finance Director to pay \$22,357 from account 001-0920-5220-6405 for the purchase and installation of ten Headset Communications Systems.

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 hereby authorizes the Fire Department to purchase ten Headset Communications Systems from Ten-8 Fire Equipment in the amount of \$20,857.00 and installation in the amount of \$1,500 by Radio Plus.

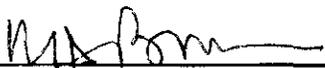
Section 2: The City Council of the City of Riviera Beach authorizes the Finance Director to transfer \$22,357 from general fund contingency to account 001-0920-5220-6405.

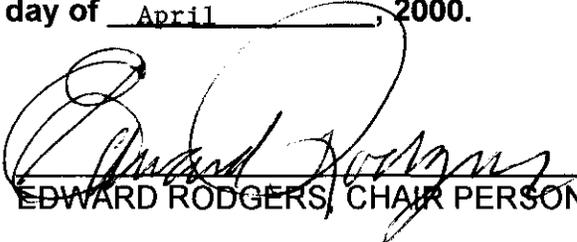
Section 3: The City Council of the City of Riviera Beach authorizes the Mayor and Finance Director to make payment for same from account 001-0920-5220-6405.

Section 4: This resolution shall take effect upon passage and adoption by City Council.

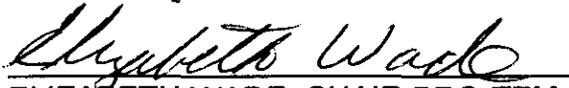
PASSED and APPROVED this 5th day of April, 2000.

APPROVED:


MICHAEL BROWN, MAYOR


EDWARD RODGERS, CHAIR PERSON

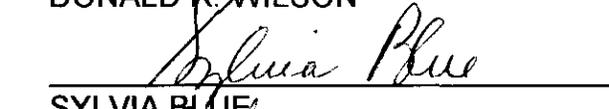
(MUNICIPAL SEAL)


ELIZABETH WADE, CHAIR PRO-TEM

ATTEST:


DONALD R. WILSON


CARRIE, WARD, CMC/AE
CITY CLERK


SYLVIA BLUE

DAVID SCHNYER
COUNCIL MEMBERS

MOTIONED BY: E. Wade

SECONDED BY: D. Wilson

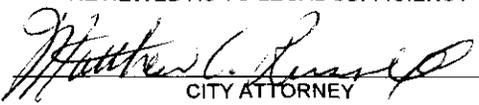
E. RODGERS: aye

E. WADE: aye

D. WILSON: aye

S. BLUE: aye

D. SCHNYER: aye

REVIEWED AS TO LEGAL SUFFICIENCY

CITY ATTORNEY
CITY OF RIVIERA BEACH
DATE: 3-20-2000

Business Lease

Agreement of Lease, made this _____ day of May XX 2000,

between THE CITY OF RIVIERA BEACH, FLORIDA, a municipal corporation ("Landlord"),

whose address is 600 West Blue Heron Boulevard, Riviera Beach, FL 33404 ~~XXXXXXXXXX~~

and WOMEN SERVICE NETWORK, INC.,

whose address is P. O. Box 10551, 25 West 23rd Street, Riviera Beach, FL 33404 ("Tenant").

PREMISES 1. Landlord hereby leases to Tenant and Tenant hereby hires from Landlord, the following property (hereinafter referred to as "Premises"):

"Old Fire Station" located at 47 West 23rd Street, Riviera Beach, FL 33404

for the term of One (1) Year

commencing on the 4th day of May 2000 ~~XXX~~, and ending on the 4th day of May 2000 ~~XXX~~

RENT 2. Tenant agrees to pay to Landlord, in United States currency, together with all sales and use taxes levied upon the use and occupancy of the Premises, an Annual Rent of:

One Dollar (\$1.00)

payable in equal monthly installments of \$ -0- in advance on the first day of each month, except that Tenant shall pay the first monthly installment on the signing hereof. If the monthly payment of rent is not received by Landlord within ten (10) days from the date it is due, a "late charge" of three percent (3%) of such payment shall be due Landlord as additional rent. All rent shall be paid to Landlord without demand, set-off or any deduction whatsoever, at the address of Landlord hereinabove set forth or at such other place as Landlord may designate.

PURPOSE 3. Tenant shall use and occupy the Premises only for a Community Educational and Career Resource Center

and for no other purpose.

DELAY IN DELIVERY OF POSSESSION 4. If Landlord is unable to give possession of the Premises on the date of the commencement of the term, because the occupant refuses to give up possession, or for any other reason, Landlord shall not be liable for

(vi) If there be a proposed assignment, there shall be delivered to Landlord a writing executed by the Assignor and the Assignee in which the Assignee agrees to assume all of the terms and provisions of the Lease on the part of Tenant to be performed.

DEFAULT 7. A. Landlord may terminate the Lease on three (3) days' notice: (a) if rent or additional rent is not paid within three (3) days after written notice from Landlord; or (b) if Tenant shall have failed to cure a default in the performance of any covenant of the Lease (except the payment of rent and additional rent), within fifteen (15) days after written notice thereof from Landlord, or if default cannot be completely cured in such time, if Tenant shall not promptly proceed to cure such default within said fifteen (15) days, or shall not complete the curing of such default with due diligence; or (c) if a petition in bankruptcy shall be filed by Tenant or if Tenant shall make a general assignment for the benefit of creditors; or (d) if a petition in bankruptcy shall be filed against Tenant and such proceeding is not vacated within thirty (30) days; or (e) if the Premises become and remain vacant for a period of ten (10) days; or (f) if the Premises are used for some purpose other than the authorized use; or (g) if the Lease is mortgaged or assigned without the written consent of Landlord; or (h) if any portion of the Premises is sublet without the written consent of Landlord.

B. At the expiration of the three (3) day notice period, the Lease and any rights of renewal or extension thereof shall terminate as completely as if that were the date originally fixed for the expiration of the term of the Lease, but Tenant shall remain liable as hereinafter provided.

RELETTING 8. If Landlord shall re-enter the Premises on the default of Tenant, by summary proceedings or otherwise: (a) Landlord may re-let the Premises or any part thereof, as Tenant's agent, in the name of Landlord for a term shorter or longer than the balance of the term of the Lease. (b) Tenant shall pay Landlord any deficiency between the rent hereby reserved and the actual amount of rent received.

29. Any notice by either party to the other shall be in writing and mailed by registered or certified mail, return receipt requested, to the address above set forth, or to such other address as either party may designate in writing. Each notice shall be deemed given on the next business day following the date of mailing. Any notice by Landlord to Tenant shall be deemed given if per-

NOTICES

RIGHT OF ENTRY 19. Landlord or Landlord's agents may enter the Premises at any reasonable time, on reasonable notice to Tenant (except that no notice need be

proportion to the portion of the Premises condemned. This lease shall not terminate, but rent shall abate in condemnation award. If less than a substantial part of the Premises is condemned, Tenant shall be entitled to any part of the term of this Lease, nor shall Tenant be entitled to any part of the term of this Lease, nor shall Tenant be entitled to any unexpired portion of the term of this Lease, and Tenant shall have no claim against Landlord for the value of any unexpired portion of the date of the vesting of title, and Tenant shall terminate on the date of the vesting of title, and Tenant shall for any public or quasi-public purpose, this Lease Premises shall be condemned by eminent domain

CONDEMNATION 18. If the whole or any substantial part of the Premises shall be condemned by eminent domain or any public or quasi-public purpose, this Lease shall terminate on the date of the vesting of title, and Tenant shall have no claim against Landlord for the value of any unexpired portion of the term of this Lease, and Tenant shall terminate on the date of the vesting of title, and Tenant shall for any public or quasi-public purpose, this Lease Premises shall be condemned by eminent domain

BROKER

28. Tenant represents to Landlord that Tenant has not dealt with any broker in connection with this transaction other than and Landlord agrees to pay said broker a commission.

SIGNS AND ADVERTISING 12. No signs or advertising shall be placed on the exterior portion of the Premises or in windows by Tenant without prior written consent of Landlord which consent shall not be unreasonably withheld. All required licenses and permits shall be obtained at Tenant's expense.

REQUIREMENTS OF LAW 13. Tenant at its expense shall comply with (a) all laws, orders and regulations of any governmental authority having jurisdiction with respect to the Premises or the use or occupancy thereof, and (b) all requirements of the Board of Fire Underwriters, or any other similar body affecting the Premises, and shall not use the Premises in a manner which shall increase the rate of fire insurance of Landlord over that in effect prior to this Lease.

UTILITIES AND SERVICES 14. Tenant shall pay for all utilities, including electricity, water and sewer charges, consumed by Tenant during the term of the Lease, and shall pay the cost of Tenant's garbage and trash collection. Interruption or failure of any service required to be furnished to Tenant by Landlord if due to causes beyond Landlord's control shall not entitle Tenant to any allowance or reduction of rent.

SUBORDINATION 15. This Lease is subject and subordinate to all present and future mortgages and other encumbrances affecting the real property of which the Premises form a part, and to all renewals, modifications, consolidations, replacements and extensions thereof. Tenant agrees to execute at no expense to Landlord any instrument which may be deemed necessary by Landlord to further affect the subordination of the Lease herein provided.

DESTRUCTION OF PREMISES. 16. A. If the Premises are damaged or destroyed so that the Premises are rendered wholly untenable, the rent shall be proportionately paid up to the time of the casualty and thenceforth shall cease until the date when the Premises have been repaired or restored by Landlord, provided, however, that in the event the Premises have been rendered wholly untenable, Landlord or Tenant shall have the right to terminate the term of the Lease by giving notice to the other of its exercise of such right at any time within thirty days after the occurrence of such damage or destruction. If this notice is given, the term of the Lease shall terminate on the date specified in the notice, (which shall be not more than fifteen days after giving of such notice), as fully and completely as if such date were the date set forth in the Lease. If Tenant exercises the option to terminate the Lease, Tenant must immediately vacate the Premises. If neither party has given the notice of termination as herein provided, Landlord shall proceed to repair the Premises, and the Lease shall not terminate.

B. If the Premises shall be partially damaged or partially destroyed, the damages shall be repaired by and at the expense of Landlord and the rent until such repairs are made shall be apportioned according to the part of the Premises which is usable by Tenant. Landlord shall not be liable for any inconvenience or annoyance to Tenant resulting from such damage or the repair thereof, and shall not be liable for any delay in restoring the Premises. If the Premises are partially damaged or partially destroyed as a result of the wrongful or negligent act of Tenant or any person on the Premises with Tenant's consent, there shall be no apportionment or abatement of rent.

WAIVER OF SUBROGATION 17. In case of damage or destruction to the Premises, or any contents thereof, each party shall look first to any insurance in its favor before making any claim against the other party; and each party (i) hereby releases the other party, its agents, employees and invitees for loss or damage covered under such policies, and (ii) shall immediately notify

such repairs as Landlord deems necessary or desirable. Landlord shall show the Premises to prospective purchasers and mortgagees during the six months prior to termination of the Lease, prospective tenants, during business hours upon reasonable notice to Tenant.

INDEMNITY 20. Tenant shall indemnify, defend and save Landlord harmless from and against any liability or expense arising from the use or occupation of the Premises by Tenant, or anyone on the Premises with Tenant's permission.

FEES AND EXPENSES 21. If Tenant shall default in the performance of any provision of the Lease on Tenant's part to be performed, or if Landlord is required to take any action to enforce the Lease, or to defend the validity of or interpret the Lease, then Landlord shall be entitled to recover all costs and expenses incurred thereby, including court costs and reasonable attorneys' fees. Such fees and expenses shall be deemed to be additional rent hereunder and shall be paid by Tenant to Landlord upon demand.

END OF TERM ABANDONED PROPERTY 22. At the end of the term, Tenant shall vacate and surrender the Premises to Landlord, broom clean, and in as good condition as they were at the beginning of the term, ordinary wear and tear, and damage by fire and the elements excepted, and Tenant shall remove all of Tenant's property. All property, installations and additions required to be removed by Tenant at the end of the term which remain in the Premises after Tenant has vacated shall be considered abandoned by Tenant and, at the option of Landlord, may either be retained as Landlord's property or may be removed by Landlord at Tenant's expense.

JURY WAIVER 23. Landlord and Tenant hereby waive trial by jury in any action, proceeding or counterclaim brought by either party against the other pertaining to any matters whatsoever arising out of or in any way connected with the Lease or Tenant's use and occupancy of the Premises, other than an action for personal injury.

QUIET ENJOYMENT 24. Landlord agrees with Tenant that upon Tenant paying the rent and performing all of the terms, covenants and conditions of the Lease on Tenant's part to be performed, Tenant may peaceably and quietly enjoy the Premises.

HOLDING OVER DOUBLE RENT 25. If Tenant holds over and continues in possession of the Premises, or any part thereof, after the expiration or termination of the Lease without Landlord's permission, Landlord may recover double the amount of the rent and additional rent due for each day Tenant holds over and refuses to surrender possession. Such daily rent shall be computed by dividing the rent and additional rent for the last month of the Lease by fifteen.

NO WAIVER OF LEASE TERMS 26. The failure of Landlord or Tenant to take an action against the other for violation of any of the terms of the Lease shall not prevent a subsequent act of a similar nature from being a violation of the Lease, or agreement to accept surrender of the Premises from Tenant shall be valid unless in writing signed by Landlord.

"AS IS" 27. Tenant has inspected the Premises and is familiar and satisfied with its present condition.

NO ORAL
AGREEMENTS
ACCESSOR
INTERESTS

10. The agreements contained in the Lease set forth the entire understanding of the parties, shall be binding upon and shall inure to the benefit of the respective heirs, successors, assigns and legal representatives of the parties hereto and shall not be changed or terminated orally.

ADDENDUM

The TENANT/LESSEE shall procure general liability insurance naming the CITY OF RIVIERA BEACH as an additional insured, in the amount of One Million Dollars (\$1,000,000.00).

Any other provision notwithstanding, the TENANT/LESSEE shall not be entitled to sublet the subject premises.

Irrespective of any provision of this Lease to the contrary, the parties hereto expressly understand and agree that the LANDLORD/LESSOR shall have the unrestricted and unilateral right to terminate this Lease at any time, however, the LANDLORD/LESSOR shall be required to give the TENANT/LESSEE a minimum of thirty (30) days notice prior to the date this Lease is terminated by the LANDLORD/LESSOR.

GUARANTY

FOR VALUE RECEIVED, and in consideration for, and as an inducement to Landlord making the within Lease with Tenant, the undersigned guarantees to Landlord, Landlord's heirs, legal representatives, successors and assigns, the full performance and observance of all the covenants, conditions and agreements therein provided to be performed and observed by Tenant, without requiring any notice of non-payment, non-performance or non-observance; and the undersigned expressly agrees that the validity of this Guaranty and the obligations of the Guarantor hereunder shall in no wise be terminated, affected or impaired by reason of the assertion by Landlord against Tenant of any of the rights or remedies reserved to Landlord pursuant to the provisions of the Lease. The undersigned further covenants and agrees that this Guaranty shall remain and continue in full force and effect as to any renewal, modification or extension of the Lease.

Witness My Hand and Seal this _____ day of _____, 19____

Date: _____

Expires _____, 19____

To

Business Lease

Business Lease

Agreement of Lease, made this day of May XX 2000,
 between **THE CITY OF RIVIERA BEACH, FLORIDA**, a municipal corporation ("Landlord"),
 whose address is 600 West Blue Heron Boulevard, Riviera Beach, FL 33404 ~~XXXXXXXX~~
 and **WOMEN SERVICE NETWORK, INC.** ("Tenant")
 whose address is P. O. Box 10551, 25 West 23rd Street, Riviera Beach, FL 33404

PREMISES 1. Landlord hereby leases to Tenant and Tenant hereby hires from Landlord, the following property (hereinafter referred to as "Premises"):

TERM Building located at 25 West 23rd Street, Riviera Beach, Florida 33404
 for the term of One (1) Year

commencing on the 4th day of MAY 2000 ~~xxx~~ and ending on the 4th day of MAY 2001 ~~xxx~~

RENT 2. Tenant agrees to pay to Landlord, in United States currency, together with all sales and use taxes levied upon the use and occupancy of the Premises, an Annual Rent of:
LATE CHARGE One Dollar (\$1.00)

payable in equal monthly installments of \$ -0- in advance on the first day of each month, except that Tenant shall pay the first monthly installment on the signing hereof. If the monthly payment of rent is not received by Landlord within ten (10) days from the date it is due, a "late charge" of three percent (3%) of such payment shall be due Landlord as additional rent. All rent shall be paid to Landlord without demand, set-off or any deduction whatsoever, at the address of Landlord hereinabove set forth or at such other place as Landlord may designate.

PURPOSE 3. Tenant shall use and occupy the Premises only for Administrative offices of Women Service Network, Inc. and for no other purpose.

DELAY IN DELIVERY OF POSSESSION 4. If Landlord is unable to give possession of the Premises on the date of the commencement of the term, because the occupant refuses to give up possession, or for any other reason, Landlord shall not be liable for

(vi) If there be a proposed assignment, there shall be delivered to Landlord a writing executed by the Assignor and the Assignee in which the Assignee agrees to assume all of the terms and provisions of the Lease on the part of Tenant to be performed.

DEFAULT 7. A. Landlord may terminate the Lease on three (3) days' notice: (a) if rent or additional rent is not paid within three (3) days after written notice from Landlord; or (b) if Tenant shall have failed to cure a default in the performance of any covenant of the Lease (except the payment of rent and additional rent), within fifteen (15) days after written notice thereof from Landlord, or if default cannot be completely cured in such time, if Tenant shall not promptly proceed to cure such default within said fifteen (15) days, or shall not complete the curing of such default with due diligence; or (c) if a petition in bankruptcy shall be filed by Tenant or if Tenant shall make a general assignment for the benefit of creditors; or (d) if a petition in bankruptcy shall be filed against Tenant and such proceeding is not vacated within thirty (30) days; or (e) if the Premises become and remain vacant for a period of ten (10) days; or (f) if the Premises are used for some purpose other than the authorized use; or (g) if the Lease is mortgaged or assigned without the written consent of Landlord; or (h) if any portion of the Premises is sublet without the written consent of Landlord.

B. At the expiration of the three (3) day notice period, the Lease and any rights of renewal or extension thereof shall terminate as completely as if that were the date originally fixed for the expiration of the term of the Lease, but Tenant shall remain liable as hereinafter provided.

RELETTING 8. If Landlord shall re-enter the Premises on the default of Tenant, by summary proceedings or otherwise: (a) Landlord may re-let the Premises or any part thereof, as Tenant's agent, in the name of Landlord for a term shorter or longer than the balance of the term of the Lease. (b) Tenant shall pay Landlord any deficiency between the rent hereby reserved and the net amount of any rents collected by Landlord for the

NOTICES 29. Any notice by either party to the other shall be in writing and mailed by registered or certified mail, return receipt requested, to the address above set forth, or to such other address as either party may designate in writing. Each notice shall be deemed given on the next business day following the date of mailing. Any notice by Landlord to Tenant shall be deemed given if personally delivered to Tenant at the Premises.

RIGHT OF ENTRY OF 19. Landlord or Landlord's agents may enter the Premises at any reasonable time, on reasonable notice to Tenant (except that no notice need be given in case of emergency) for the purposes of inspection or making
 18. If the whole or any substantial part of the Premises shall be condemned by eminent domain for any public or quasi-public purpose, this Lease shall terminate on the date of the vesting of title, and Tenant shall have no claim against Landlord for the value of any unexpired portion of the term of this Lease, nor shall Tenant be entitled to any part of the condemnation award. If less than a substantial part of the Premises is condemned, this lease shall not terminate, but rent shall abate in proportion to the portion of the Premises condemned.

BROKER 28. Tenant represents to Landlord that Tenant has not dealt with any broker in connection with this transaction other than and Landlord agrees to pay said broker a commission

contained in this lease, and shall obtain for each policy of such insurance, a waiver of subrogation endorsement permitting waiver of any claim against the other party for loss or damage within the scope of the insurance.

SIGNS AND ADVERTISING 12. No signs or advertising shall be placed on the exterior portion of the Premises or in windows by Tenant without prior written consent of Landlord which consent shall not be unreasonably withheld. All required licenses and permits shall be obtained at Tenant's expense.

REQUIREMENTS OF LAW 13. Tenant at its expense shall comply with (a) all laws, orders and regulations of any governmental authority having jurisdiction with respect to the Premises or the use or occupancy thereof, and (b) all requirements of the Board of Fire Underwriters, or any other similar body affecting the Premises, and shall not use the Premises in a manner which shall increase the rate of fire insurance of Landlord over that in effect prior to this Lease.

UTILITIES AND SERVICES 14. Tenant shall pay for all utilities, including electricity, water and sewer charges, consumed by Tenant during the term of the Lease, and shall pay the cost of Tenant's garbage and trash collection. Interruption or failure of any service required to be furnished to Tenant by Landlord if due to causes beyond Landlord's control shall not entitle Tenant to any allowance or reduction of rent.

SUBORDINATION 15. This Lease is subject and subordinate to all present and future mortgages and other encumbrances affecting the real property of which the Premises form a part, and to all renewals, modifications, consolidations, replacements and extensions thereof. Tenant agrees to execute at no expense to Landlord any instrument which may be deemed necessary by Landlord to further affect the subordination of the Lease herein provided.

DESTRUCTION OF PREMISES. 16. A. If the Premises are damaged or destroyed so that the Premises are rendered wholly untenable, the rent shall be proportionately paid up to the time of the casualty and thenceforth shall cease until the date when the Premises have been repaired or restored by Landlord, provided, however, that in the event the Premises have been rendered wholly untenable, Landlord or Tenant shall have the right to terminate the term of the Lease by giving notice to the other of its exercise of such right at any time within thirty days after the occurrence of such damage or destruction. If this notice is given, the term of the Lease shall terminate on the date specified in the notice, (which shall be not more than fifteen days after giving of such notice), as fully and completely as if such date were the date set forth in the Lease. If Tenant exercises the option to terminate the Lease, Tenant must immediately vacate the Premises. If neither party has given the notice of termination as herein provided, Landlord shall proceed to repair the Premises, and the Lease shall not terminate.

B. If the Premises shall be partially damaged or partially destroyed, the damages shall be repaired by and at the expense of Landlord and the rent until such repairs are made shall be apportioned according to the part of the Premises which is usable by Tenant. Landlord shall not be liable for any inconvenience or annoyance to Tenant resulting from such damage or the repair thereof, and shall not be liable for any delay in restoring the Premises. If the Premises are partially damaged or partially destroyed as a result of the wrongful or negligent act of Tenant or any person on the Premises with Tenant's consent, there shall be no apportionment or abatement of rent.

WAIVER OF SUBROGATION 17. In case of damage or destruction to the Premises, or any contents thereof, each party shall look first to any insurance in its favor before making any claim against the other party; and each party (i) hereby releases the other party, its agents, employees and invitees for loss or damage covered under such policies, and (ii) shall immediately notify

such repairs as Landlord deems necessary or desirable. Landlord shall show the Premises to prospective purchasers and mortgagees during the six months prior to termination of the Lease, prospective tenants, during business hours upon reasonable notice to Tenant.

INDEMNITY 20. Tenant shall indemnify, defend and save Landlord harmless from and against any liability or expense arising from the use or occupation of the Premises by Tenant, or anyone on the Premises with Tenant's permission.

FEES AND EXPENSES 21. If Tenant shall default in the performance of any provision of the Lease on Tenant's part to be performed, or if Landlord is required to take any action to enforce the Lease, or to defend the validity of or interpret the Lease, then Landlord shall be entitled to recover all costs and expenses incurred thereby, including court costs and reasonable attorneys' fees. Such fees and expenses shall be deemed to be additional rent hereunder and shall be paid by Tenant to Landlord upon demand.

END OF TERM ABANDONED PROPERTY 22. At the end of the term, Tenant shall vacate and surrender the Premises to Landlord, broom clean, and in as good condition as they were at the beginning of the term, ordinary wear and tear, and damage by fire and the elements excepted, and Tenant shall remove all of Tenant's property. All property, installations and additions required to be removed by Tenant at the end of the term which remain in the Premises after Tenant has vacated shall be considered abandoned by Tenant and, at the option of Landlord, may either be retained as Landlord's property or may be removed by Landlord at Tenant's expense.

JURY WAIVER 23. Landlord and Tenant hereby waive trial by jury in any action, proceeding or counterclaim brought by either party against the other pertaining to any matters whatsoever arising out of or in any way connected with the Lease or Tenant's use and occupancy of the Premises, other than an action for personal injury.

QUIET ENJOYMENT 24. Landlord agrees with Tenant that upon Tenant paying the rent and performing all of the terms, covenants and conditions of the Lease on Tenant's part to be performed, Tenant may peaceably and quietly enjoy the Premises.

HOLDING OVER DOUBLE RENT 25. If Tenant holds over and continues in possession of the Premises, or any part thereof, after the expiration or termination of the Lease without Landlord's permission, Landlord may recover double the amount of the rent and additional rent due for each day Tenant holds over and refuses to surrender possession. Such daily rent shall be computed by dividing the rent and additional rent for the last month of the Lease by fifteen.

NO WAIVER OF LEASE TERMS 26. The failure of Landlord or Tenant to take an action against the other for violation of any of the terms of the Lease shall not prevent a subsequent act of a similar nature from being a violation of the Lease, or agreement to accept surrender of the Premises from Tenant shall be valid unless in writing signed by Landlord.

"AS IS" 27. Tenant has inspected the Premises and is familiar and satisfied with its present condition.

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF RIVIERA BEACH, PALM BEACH COUNTY, FLORIDA, APPROVING CHANGE ORDERS IN THE AMOUNT OF \$10,019.82 INCREASING AND AMENDING THE CONTRACT AMOUNT FROM 1,011,000.00 TO \$1,021,019.82 AND APPROVING FINAL PAYMENT IN THE AMOUNT OF TO \$102,102.00 TO FLORIDA DESIGN CONTRACTORS FOR THE IMPROVEMENTS TO THE WATER TREATMENT PLANT CONTROL ROOM AND OTHER IMPROVEMENTS AND AUTHORIZING THE MAYOR AND FINANCE DIRECTOR TO PAY THIS AMOUNT FROM ACCOUNT NO. 406-1417-5360-4616.

WHEREAS, Via Resolution No. 174-98, Florida Design Contractors has reached its final phase for the improvements to the Water Treatment Plant Control Room; and

WHEREAS, the primary purpose of this project was to make needed improvements to the Control Room, interconnect all PLCs and upgrade non-code compliance of all the existing electrical panels; and

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

Section 1: That the City Council approve **Change Orders – Florida Design Contractors** in the amount of \$10,019.82 increasing and amending the original contract amount for this project from \$1,011,000.00 to \$1,021,019.82; and

Section 2: That the City Council approve **Final Payment** in the amount of \$102,102.00 for the improvements to the Water Treatment Plant Control Room.

Section 3: That the City Council authorize the Mayor and Finance Director to pay this amount from Account Number: 406-1417-5360-4616.

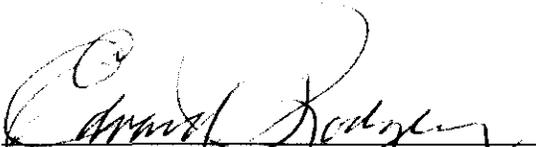
Section 4: This Resolution shall take effect upon its passage and adoption by the City Council.

RESOLUTION NO. 54-00
PAGE NO. 2

PASSED AND ADOPTED this 19th day of APRIL, 2000.

APPROVED:


MICHAEL D. BROWN, MAYOR

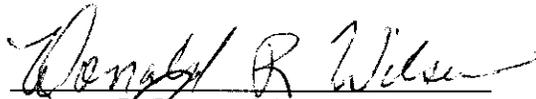

EDWARD RODGERS, CHAIRPERSON

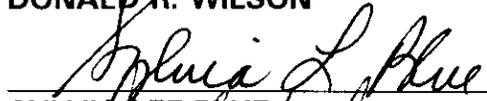
ATTEST:


ELIZABETH WADE
CHAIRPERSON PRO-TEM

(MUNICIPAL SEAL)


CARRIE E. WARD, CMC/AAE
CITY CLERK


DONALD R. WILSON


SYLVIA LEE BLUE


DAVID G. SCHNYER
COUNCIL MEMBERS

MOTIONED BY: E. Wade

SECONDED BY: S. Blue

E. RODGERS aye

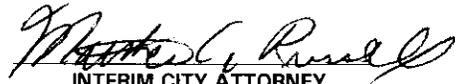
E. WADE aye

D. WILSON aye

S. BLUE aye

D. SCHNYER aye

REVIEWED AS TO LEGAL
SUFFICIENCY


INTERIM CITY ATTORNEY
CITY OF RIVIERA BEACH

DATE: 4-10-2000

RESOLUTION NO. 55-00

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF RIVIERA BEACH, PALM BEACH COUNTY, FLORIDA, APPROVING THE FINAL PAYMENT TO BARKER, OSHA & ANDERSON (BOA), INC. FOR PROFESSIONAL ENGINEERING CONSTRUCTION SERVICES RELATED TO IMPROVEMENTS TO THE EXISTING WATER TREATMENT PLANT CONTROL ROOM AND OTHER PLANT IMPROVEMENTS MODIFICATIONS AT A TOTAL COST OF \$2,320.00 AND AUTHORIZING THE MAYOR AND FINANCE DIRECTOR TO PAY THIS AMOUNT FROM ACCOUNT NO. 406-1417-5360-4616.

WHEREAS, Via Resolution No. 192-98, the improvements to Water Treatment Plant Control Room have reached its final phase of the professional engineering construction services related to improvements by Barker, Osha & Anderson (BOA), Inc.

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 authorize final payment to Barker, Osha & Anderson, Inc. for professional engineering services rendered.

Section 2: That the Mayor and Finance Director are authorized to make payment for same under Account Number: 406-1417-5360-4616.

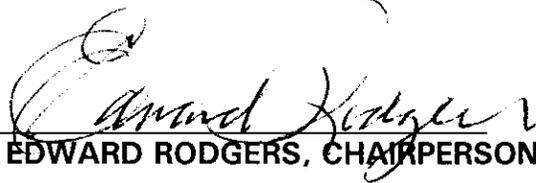
Section 3: This Resolution shall take effect upon its passage and adoption by the City Council.

RESOLUTION NO. 55-00
PAGE NO. 2

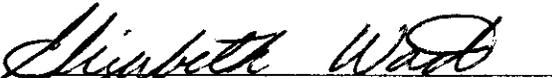
PASSED AND ADOPTED this 19th day of APRIL, 2000.

APPROVED:

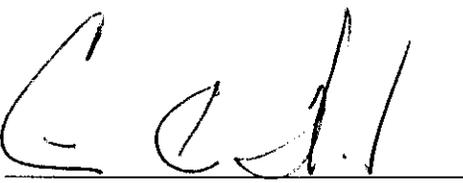

MICHAEL D. BROWN, MAYOR

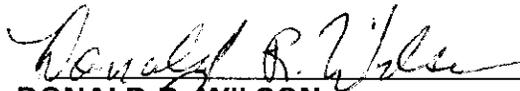

EDWARD RODGERS, CHAIRPERSON

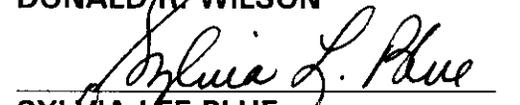
ATTEST:


ELIZABETH WADE
CHAIRPERSON PRO-TEM

(MUNICIPAL SEAL)


CARRIE E. WARD, CMC/AE
CITY CLERK


DONALD R. WILSON


SYLVIA LEE BLUE


DAVID G. SCHNYER
COUNCIL MEMBERS

MOTIONED BY: E. Wade

SECONDED BY: S. Blue

E. RODGERS aye

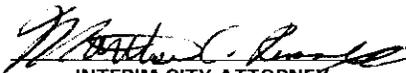
E. WADE aye

D. WILSON aye

S. BLUE aye

D. SCHNYER aye

REVIEWED AS TO LEGAL
SUFFICIENCY


INTERIM CITY ATTORNEY
CITY OF RIVIERA BEACH

DATE: 4-10-2000

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF RIVIERA BEACH, PALM BEACH COUNTY, FLORIDA, APPROVING AND AUTHORIZING THE MAYOR AND CITY CLERK TO APPROVE PAYMENT TO D.S. EAKINS, INC. CONSTRUCTION CORPORATION, IN THE AMOUNT OF \$ 30,453.42 FOR THE EMERGENCY REPAIR OF BROKEN SEWER FORCE MAIN AT THE INTERSECTION OF BLUE HERON BOULEVARD AND GARDEN ROAD AND A WATER MAIN BREAK AT THE INTERSECTION OF PARK AND BAMBOO STREETS IN THE TOWN OF PALM BEACH SHORES UNDER A "PIGGY-BACK" BID TO MIAMI-DADE CONTRACT S-675 IN THE ESTIMATED AMOUNT OF \$30,453.42; AND AUTHORIZING THE MAYOR AND FINANCE DIRECTOR TO PAY THIS AMOUNT FROM TWO ACCOUNT NOS: 402-1438-5350-4606 AND 402-1437-5330-4606.

WHEREAS, the City of Riviera Beach City Council approves emergency payment to D.S. Eakins Construction Corporation for the repair work on the broken 8" Sewer Force main at the intersection of Blue Heron Boulevard and Garden Road and a water main break in the Town of Palm Beach Shores; and

WHEREAS, said amount will be paid to D.S. Eakins Construction Corporation in an amount estimated at \$30,453.42; and

WHEREAS, said payment shall be awarded from Account Nos. 402-1438-5350-4606 and 402-1437-5330-4606 respectively;

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

Section 1: That the City Council hereby approves said payment to D.S. Eakins Construction Corporation in the estimated amount of \$30,453.42 for the repair of a broken 8" sewer main at Blue Heron Boulevard and Garden Road and water main break in the Town of Palm Beach Shores at the intersection of Park & Bamboo Streets.

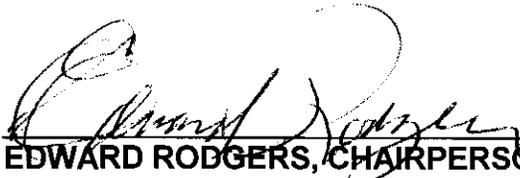
Section 2: That the Mayor and Finance Director are authorized to make payment for same under Account Nos. 402-1438-5350-4606 and 402-1437-5330-4606.

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

PASSED AND ADOPTED this 19th day of APRIL, 2000.

APPROVED:


MICHAEL D. BROWN, MAYOR


EDWARD RODGERS, CHAIRPERSON

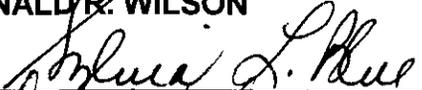
ATTEST:

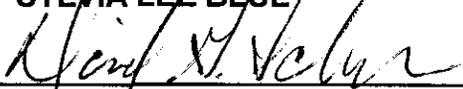

ELIZABETH WADE
CHAIRPERSON PRO-TEM

(MUNICIPAL SEAL)


CARRIE E. WARD, CMC/AAE
CITY CLERK


DONALD R. WILSON


SYLVIA LEE BLUE


DAVID G. SCHNYER
COUNCIL MEMBERS

MOTIONED BY: E. Wade

SECONDED BY: S. Blue

E. RODGERS aye

E. WADE aye

D. WILSON aye

. BLUE aye

. SCHNYER aye

REVIEWED AS TO LEGAL
SUFFICIENCY


INTERIM CITY ATTORNEY
CITY OF RIVIERA BEACH

DATE: 4-12-2000

RESOLUTION NO. 57-00

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF RIVIERA BEACH, PALM BEACH COUNTY, FLORIDA, ACCEPTING \$50,000.00 FROM THE DEPARTMENT OF DRUG ENFORCEMENT AGENCY'S FY 1999 WEED AND SEED ASSET FORFEITURE FUNDS; AND AUTHORIZING THE FINANCE DIRECTOR TO SET UP A BUDGET TO UNDER THE CITY'S WEED AND SEED FUND # 123 TO PLACE THESE FUNDS.

WHEREAS, the City of Riviera Beach, Palm Beach County, Florida does hereby accept the \$50,000.00 FY 1999 Weed and Seed Asset Forfeiture funds from D.E.A.; and

WHEREAS, a budget needs to be established under the Weed & Seed budget # 123 for the City's Northwest Weed & Seed Program.

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 accept the \$50,000.00 FY 1999 Asset Forfeiture Funds from DEA and place these funds in the City's Weed and Seed Fund # 123.

Section 2: The Finance Director is hereby authorized to set up a Budget under the Weed and Seed Fund # 123 as follows:

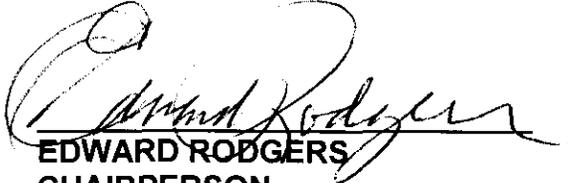
REVENUE:		\$50,000.00
123-389-103		
EXPENDITURE		
123-0817-5210-1203	Overtime for Law Enforcement Officers	\$24,960.00
123-0817-5210-4001	Travel and SWAT	\$ 4,000.00
123-0817-5210-4101	Operating Supplies	\$ 6,040.00
123-0817-5210-4903	Informant Fees	\$15,000.00

PASSED AND APPROVED THIS 19th DAY OF April, 2000

APPROVED:

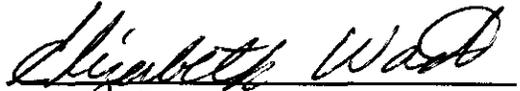


MICHAEL D. BROWN
MAYOR



EDWARD RODGERS
CHAIRPERSON

(MUNICIPAL SEAL)

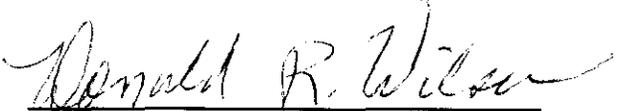


ELIZABETH WADE
CHAIR PRO-TEM

ATTEST:



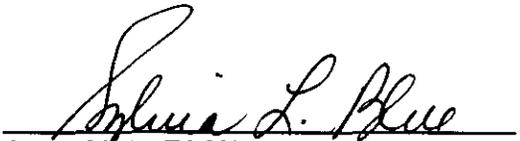
CARRIE E. WARD, CMC/AE
CITY CLERK



DONALD R. WILSON



DAVID G. SCHNYER



SYLVIA L. BLUE
COUNCIL MEMBERS

MOTIONED BY: E. Wade

SECONDED BY: S. Blue

E. RODGERS aye

E. WADE aye

D. SCHNYER aye

D. WILSON aye

S. BLUE aye

REVIEWED AS TO LEGAL SUFFICIENCY



CITY ATTORNEY
CITY OF RIVIERA BEACH

DATE 4-5-2007

RESOLUTION NO. 58-00

RESOLUTION OF THE CITY COUNCIL OF THE CITY OF RIVIERA BEACH, PALM BEACH COUNTY, FLORIDA, APPROVING AND AUTHORIZING THE MAYOR AND CITY CLERK TO EXECUTE AN AGREEMENT WITH THE CHILDREN'S COALITION, INC., RIVIERA BEACH, FLORIDA ESTABLISHING THE TERMS AND CONDITIONS GOVERNING THEIR ARTS INITIATIVE PROGRAM; FUNDING \$31,680.00 IS BUDGETED IN THE WEED AND SEED FUND (123) AND PROVIDING AN EFFECTIVE DATE.

WHEREAS, The City of Riviera Beach, Palm Beach County, Florida does hereby accept the conditions of the Agreement with The Children's Coalition, Inc., Riviera Beach, Florida establishing the terms and conditions governing the utilization of the Arts Initiative Program.

WHEREAS, the \$31,680.00 of Funds for this activity is Budgeted in the Weed and Seed Fund (123).

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

SECTION ONE. That the Mayor and City Clerk are hereby authorized and directed to execute the Agreement between the City and the Children's Coalition, Inc., of Riviera Beach, Florida.

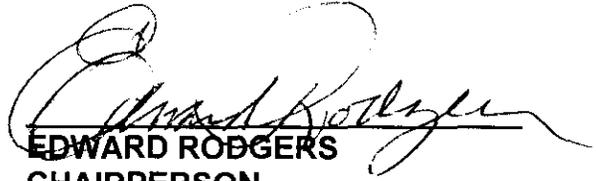
SECTION TWO. A Copy of the Agreement is attached and made a part of this Resolution.

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

APPROVED:

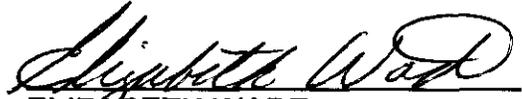


MICHAEL D. BROWN
MAYOR



EDWARD RODGERS
CHAIRPERSON

(MUNICIPAL SEAL)



ELIZABETH WADE
CHAIR PRO-TEM

ATTEST:



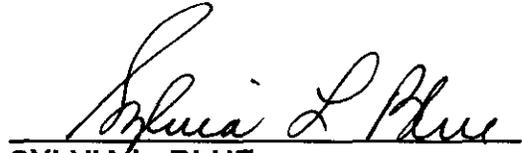
CARRIE E. WARD, CMC/AE
CITY CLERK



DONALD R. WILSON



DAVID G. SCHNYER



SYLVIA L. BLUE
COUNCIL MEMBERS

MOTIONED BY: E. Wade

SECONDED BY: S. Blue

E. RODGERS aye

E. WADE aye

D. SCHNYER aye

D. WILSON aye

S. BLUE aye

REVIEWED AS TO LEGAL SUFFICIENCY



CITY ATTORNEY
CITY OF RIVIERA BEACH

DATE 4-5-2002

RESOLUTION NO. 59-00

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF RIVIERA BEACH, PALM BEACH COUNTY, FLORIDA, APPROVING SETTLEMENT IN THE MATTER OF *MARTIN KRITZER AND EVELYN KRITZER V. CITY OF RIVIERA BEACH*, CASE NO. CL 99-3224 AG AND AUTHORIZING GALLAGHER BASSETT SERVICES, INC. TO MAKE PAYMENT IN THE AMOUNT OF \$32,500.00, FROM THE CITY'S LOSS FUND ACCOUNT UNDER CLAIM NO. 000160-004431-GB-01, PROVIDING AN EFFECTIVE DATE AND FOR OTHER PURPOSES.

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

SECTION ONE. That the City Council hereby approves settlement in the matter of *Martin Kritzer and Evelyn Kritzer v. City of Riviera Beach*, Case No. CL 99-3224 AG, in the total amount of \$32,500.00.

SECTION TWO. That said amount shall be paid from the City's Loss Fund Account through Gallagher Bassett Services, Inc., Claim No. 000160-004431-GB-01.

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

PASSED and ADOPTED this 19th day of April, 2000.

APPROVED:

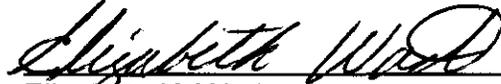


Michael D. Brown
Mayor



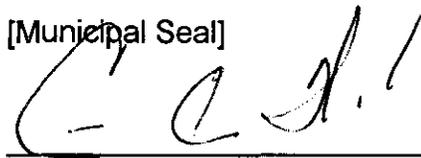
Edward Rodgers
Chair

Attest:

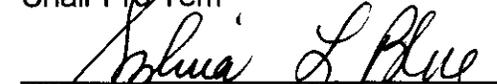


Elizabeth K. Wade
Chair Pro Tem

[Municipal Seal]



Carrie E. Ward, CMC/AE
City Clerk



Sylvia L. Blue



Donald R. Wilson



David G. Schnyer
Council members

RESOLUTION NO. 59-00

Page -2-

Motioned by: E. Wade

Seconded by: D. Wilson

E. Rodgers aye

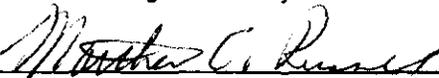
E. Wade aye

S. Blue aye

D. Wilson aye

D. Schnyer aye

Approved as to legal sufficiency

By: 

Interim City Attorney

Date: 4-6-2000

[SETTLEMENT/MCR:dpm*040600]

RESOLUTION NO. 60-00

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF RIVIERA BEACH, PALM BEACH COUNTY, FLORIDA, APPROVING SETTLEMENT IN THE MATTER OF CLAIMANT *TATIANA MICHALENKO* AND AUTHORIZING GALLAGHER BASSETT SERVICES, INC. TO MAKE PAYMENT IN THE AMOUNT OF \$15,000.00, FROM THE CITY'S LOSS FUND ACCOUNT UNDER CLAIM NO. 000160-004651-AB-01, PROVIDING AN EFFECTIVE DATE AND FOR OTHER PURPOSES.

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

SECTION ONE. That the city council hereby approves settlement in the matter of *Claimant Tatiana Michalenko*, in the total amount of \$15,000.00.

SECTION TWO. That said amount shall be paid from the City's Loss Fund Account through Gallagher Bassett Services, Inc., Claim No. 000160-004651-AB-01.

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

PASSED and ADOPTED this 19th day of April, 2000.

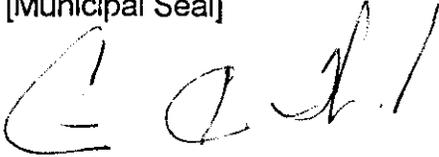
APPROVED:



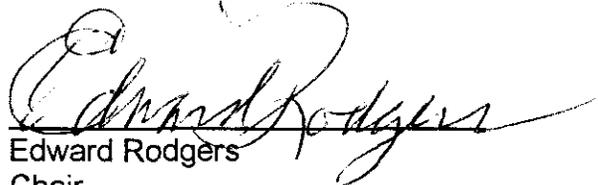
Michael D. Brown
Mayor

Attest.:

[Municipal Seal]



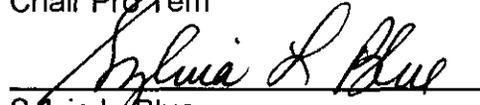
Carrie E. Ward, CMC/AAE
City Clerk



Edward Rodgers
Chair



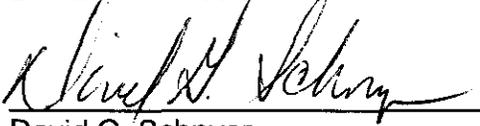
Elizabeth K. Wade
Chair Pro Tem



Sylvia L. Blue



Donald R. Wilson



David G. Schnyer
Council members

RESOLUTION NO. 60-00

Page -2-

Motioned by: D. Wilson

Seconded by: E. Wade

Approved as to legal sufficiency

E. Rodgers aye

E. Wade aye

S. Blue aye

D. Wilson aye

D. Schnyer aye

By: *Mark C. Russell*

Interim City Attorney

Date: 4-13-2000

[SETTLEMENT/MCR:dpm*041300]