

RESOLUTION NO. 111-00

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF RIVIERA BEACH, PALM BEACH COUNTY, FLORIDA, ACCEPTING FUNDS \$81,174.74 FY 1996 and 1998 WEED AND SEED ASSET FORFEITURE FUNDS FROM DEA AND AUTHORIZING THE FINANCE DIRECTOR TO SETUP A BUDGET (123) FOR SAME.

WHEREAS, The City of Riviera Beach, Palm Beach County, Florida does hereby accept the \$81,174.74 FY 1996 and 1998 Weed and Seed Asset Forfeiture Funds from DEA; and

WHEREAS, a Budget needs to be established for this activity in the Weed and Seed Fund(123).

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

SECTION ONE. The Finance Director is hereby authorized to accept the \$81,174.74 FY 1996 and 1998 Asset Forfeiture Funds from DEA and place the funds in the Weed and Seed Fund (123).

SECTION TWO. That the Finance Director is hereby authorized to set up a Budget in the Weed and Seed Fund (123) as Follows:

REVENUE

123-389-103		\$81,174.74
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EXPENDITURE:

123-0817-5210-1203	Overtime for Law Enforcement Officers	\$30,000.00
123-0817-5210-4402/4	Rent & Lease - facilities	\$20,000.00
123-0817-5210-5201	Operating Supplies – General	\$30,174.74

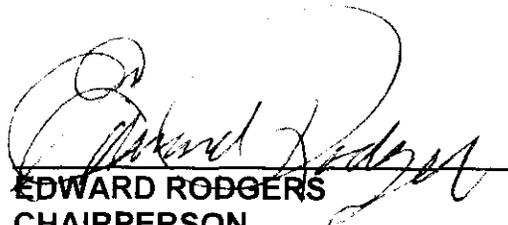
SECTION THREE. This resolution shall take effect upon its passage and adoption by the city council.

PASSED AND APPROVED this 5TH **day of** JULY **2000.**

APPROVED:



MICHAEL D. BROWN
MAYOR

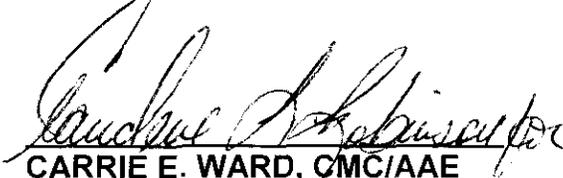


EDWARD RODGERS
CHAIRPERSON

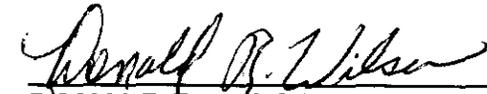
(MUNICIPAL SEAL)

ELIZABETH WADE
CHAIR PRO-TEM

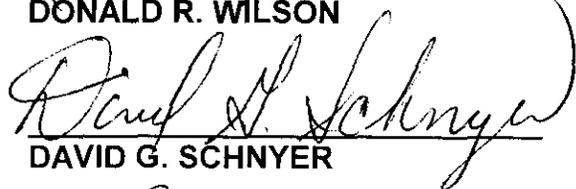
ATTEST:



CARRIE E. WARD, CMCIAAE
CITY CLERK



DONALD R. WILSON



DAVID G. SCHNYER



SYLVIA L. BLUE
COUNCIL MEMBERS

MOTIONED BY: S. Blue

SECONDED BY: D. Schnyer

E. RODGERS aye

E. WADE absent

D. SCHNYER aye

D. WILSON aye

S. BLUE aye

REVIEWED AS TO LEGAL SUFFICIENCY



PAMELA H. RYAN
CITY ATTORNEY
CITY OF RIVIERA BEACH

DATE 8/27/00

RESOLUTION NO. 112-00

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF RIVIERA BEACH, PALM BEACH COUNTY, FLORIDA, APPROVING AN AGREEMENT WITH THE COMMUNITY REDEVELOPMENT AGENCY FOR A LOAN IN THE AMOUNT OF \$500,000.

WHEREAS the Community Redevelopment Agency has requested a loan in the amount of \$500,000; and

WHEREAS, the City's water and sewer fund has carryover money available for any lawful purpose..

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

SECTION 1. That the Mayor and City Clerk are authorized to execute the attached agreement with the Community Redevelopment Agency consolidating the \$500,000 loan approved by this resolution with previous outstanding loans.

SECTION 2. That funds received as repayment of this loan will be designated to go to the General Fund of the City.

PASSED AND ADOPTED this 5TH day of JULY, 2000.

APPROVED:

Michael D. Brown
MICHAEL D. BROWN, MAYOR

Edward Rodgers
EDWARD RODGERS, CHAIRMAN

(MUNICIPAL SEAL)

ELIZABETH WADE, CHAIR PRO-TEM

Sylvia Lee Blue
SYLVIA LEE BLUE

ATTEST:

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

David G. Schnyer
DAVID G. SCHNYER

Donald R. Wilson
DONALD R. WILSON
COUNCILMEMBERS

MOTIONED BY: S. Blue

SECONDED BY: D. Wilson

E. RODGERS aye

E. WADE: absent

D. WILSON: aye

S. BLUE: aye

D. SCHNYER: aye

REVIEWED AS TO LEGAL SUFFICIENCY

Patricia H. Roy
CITY ATTORNEY
CITY OF RIVIERA BEACH

DATE: 6/29/00

INTERLOCAL AGREEMENT BETWEEN THE CITY OF RIVIERA
BEACH AND THE RIVIERA BEACH COMMUNITY
REDEVELOPMENT AGENCY

This Agreement, made and entered into this 5, day of July, 2000, by and between the CITY of RIVIERA BEACH, a duly created municipal corporation, hereinafter referred to as "City" and the RIVIERA BEACH COMMUNITY REDEVELOPMENT AGENCY, a duly created redevelopment agency of the State of Florida, hereinafter referred to as "CRA."

WITNESSETH:

WHEREAS, the CRA is actively pursuing redevelopment of the City; and

WHEREAS, the CRA has retained a "Master Plan Consulting Team" to create a redevelopment plan which will benefit the entire city; and

WHEREAS, in order to execute its redevelopment plan, the CRA is in need of a loan from the City in the amount of \$500,000; and

WHEREAS, the City wishes to consolidate this new loan of \$500,000 with a \$250,000 loan made to the CRA in June 1999, per resolution 104-99, and set up a new repayment schedule for a \$100,000 loan extended in August 1998, per resolution 129-98.

NOW, THEREFORE, in consideration of the mutual benefits flowing from each other, the City and the CRA do hereby agree as follows:

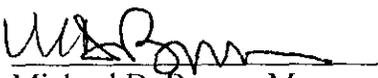
1. The above recitals are true and hereby made a part of this agreement.
2. The City agrees to loan \$500,000 to the CRA for the purpose of paying the cost of the redevelopment plan and related activities.
3. The CRA agrees to repay the loan of \$500,000, along with the balance of the outstanding loan of \$250,000 within thirty-six (36) months from the date of this agreement or upon the receipt by the CRA of preliminary or permanent financing, whichever occurs first.
4. The CRA agrees to repay the loan of \$100,000 extended in 1998, in increments of \$20,000 per year beginning on October 1, 2001. The last payment will be made on October 1, 2005.
5. The loans will bear no interest during the period of this agreement; however, if feasible, the CRA agrees to accelerate repayment of the loans.

6. This agreement may be amended only with the written approval of the CRA and the City.
7. This agreement supercedes all written or oral representations, statements or agreements previously existing between the CRA and the City with respect to the subject matter of this agreement.
8. Failure to insist on strict performance of any covenant, condition, or provision of this agreement by the CRA and the City shall not be deemed a waiver of any of its rights or remedies, nor shall it relieve the other party from performing any subsequent obligations strictly in accordance with the terms of this agreement.
9. If any term or provision of this agreement be held, to any extent, invalid or unenforceable, as against any person, entity or circumstance during the term hereof, by force of any statute, law or ruling of any forum of competent jurisdiction, such invalidity shall not affect any other term or provision of this agreement, to the extent that the agreement shall remain operable, enforceable and in full force and effect to the extent permitted by law.

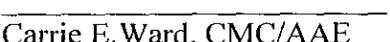
IN WITNESS WHEREOF, the City and the CRA hereto have entered into this agreement effective as of the day and year first above written.

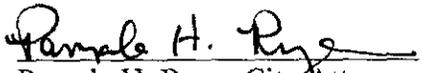
CITY OF RIVIERA BEACH

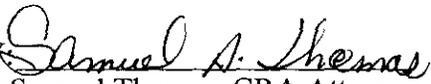
RIVIERA BEACH COMMUNITY
REDEVELOPMENT AGENCY

BY: 
Michael D. Brown, Mayor

BY: 
Edward Rodgers, Chairperson

ATTEST: 
BY: 
Carrie E. Ward, CMC/AAE
City Clerk

APPROVED AS TO LEGAL SUFFICIENCY
BY: 
Pamala H. Ryan, City Attorney

APPROVED AS TO LEGAL SUFFICIENCY
BY: 
Samuel Thomas, CRA Attorney

RESOLUTION NO. 113-00

A RESOLUTION OF THE CITY OF RIVIERA BEACH, PALM BEACH COUNTY, FLORIDA, AUTHORIZING THE MAYOR AND CITY CLERK CITY TO EXECUTE AN INTERLOCAL AGREEMENT BETWEEN THE CITY OF WEST PALM BEACH TO CO-HOST THE "SUMMER IN THE PARK 2000" EVENT AT GAINES PARK DURING THE MONTH OF JULY 2000, AND APPROVING THE AMOUNT NOT TO EXCEED \$15,000 AND IN-KIND SERVICES TO THE CITY OF WEST PALM BEACH AS ONE-HALF PAYMENT TOWARDS THE EVENT'S TOTAL COST OF \$30,000; AND FURTHER AUTHORIZING THE FINANCE DIRECTOR TO MAKE PAYMENT FROM THE GENERAL ADMINISTRATION SPECIAL EVENTS ACCOUNT NO. 001-0203-5190-5507.

WHEREAS, the City of Riviera Beach will enter into an interlocal agreement with the City of West Palm Beach to co-host the "Summer In The Park 2000" event;

WHEREAS, the event will be held in West Palm Beach at Gaines Park throughout the month of July 2000, and;

WHEREAS, the City of Riviera Beach will pay up to \$15,000 as one-half payment towards the event's cost of \$30,000 and provide in-kind services of staff and door prizes;

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

SECTION 1. The City of Riviera Beach will co-host the "Summer In The Park 2000" event to be held in West Palm Beach at Gaines Park.

SECTION 2. The City of Riviera Beach will make payment to the City of West Palm Beach in an amount not to exceed \$15,000 to fund the "Summer In The Park 2000" event.

SECTION 3. The Finance Director is hereby authorized to make payment in an amount not to exceed \$15,000 from the General Administration Special Event Account No. 001-0203-5190-5507 to the City of West Palm Beach for the "Summer In The Park 2000" event.

SECTION 4. The interlocal agreement is attached hereto and made a part of this resolution.

PASSED AND ADOPTED this 19th day of July, 2000

APPROVED:

MICHAEL BROWN, Mayor

Edward Rodgers
EDWARD RODGERS, Chairperson

[MUNICIPAL SEAL]

Elizabeth Wade
ELIZABETH WADE, Chairperson Pro-Tem

ATTEST:

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

Sylvia L. Blue
SYLVIA L. BLUE

David G. Schnyer
DAVID G. SCHNYER

DONALD WILSON
COUNCIL MEMBERS

MOTIONED BY: E. Wade

SECONDED BY: D. Schnyer

S. BLUE aye

E. RODGERS aye

D. SCHNYER aye

E. WADE aye

D. WILSON absent

REVIEWED FOR LEGAL SUFFICIENCY

Ramona H. Rye
CITY ATTORNEY
CITY OF RIVIERA BEACH

DATE: 7/12/00

RESOLUTION NO. 114-00

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF RIVIERA BEACH, PALM BEACH COUNTY, FLORIDA, REQUESTING PAYMENT TO McGUIRE, WOODS, BATTLE & BOOTHE, 285 PEACHTREE CENTER, N.W., MARGUIS TOWER, SUITE 2200, ATLANTA, GA 30303 -1909 IN THE AMOUNT OF \$10,792.50 FOR PROFESSIONAL LEGAL SERVICES PERFORMED BY AUTHORIZING THE MAYOR AND FINANCE DIRECTOR TO MAKE PAYMENT FOR SAME UNDER ACCOUNT NO. 001-0512-5190-3101 AND AUTHORIZING THE FINANCE DEPARTMENT TO TRANSFER \$20,000 FROM THE GENERAL FUND CONTINGENCY ACCOUNT.

WHEREAS, McGuire, Woods, Battle & Boothe LLP performed professional legal services for the City of Riviera Beach ;and

WHEREAS, McGuire, Woods, Battle & Boothe LLP submitted an invoice in the amount of \$10,792.50 for performing professional legal services regarding Police Benevolent Association; and

WHEREAS, additional funds are needed for the remainder of the fiscal year.

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

SECTION 1. That the Mayor and Finance Director are authorized to make the payment in the amount of \$10,792.50 from Account #001-0512-5190-3101.

SECTION 2. That the Finance Director is authorized to transfer \$20,000 from the General Fund Contingency Account.

SECTION 3. This resolution shall take effect upon passage and adoption by the City Council.

PASSED AND ADOPTED this 19th day of July 2000.

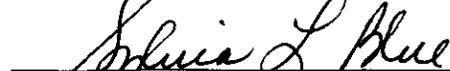
APPROVED:

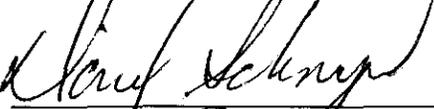
MICHAEL D. BROWN, MAYOR


EDWARD RODGERS, CHAIRPERSON


ELIZABETH WADE, CHAIR PRO-TEM

DONALD R. WILSON


SYLVIA L. BLUE


DAVID SCHYNER
COUNCIL MEMBERS

ATTEST:



CARRIE WARD, CMC/AE
CITY CLERK

MOTIONED BY: E. Wade

SECONDED BY: D. Schnyer

E. RODGERS aye

E. WADE aye

D. WILSON absent

S. BLUE aye

D. SCHYNER aye

REVIEWED AS TO LEGAL SUFFICIENCY



CITY ATTORNEY
CITY OF RIVIERA BEACH

DATE: 7/10/00

RESOLUTION NO. 115-00

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 TO MURRAY LOGAN CONSTRUCTION, INC. IN THE ESTIMATED AMOUNT OF \$30,000 FOR AN EMERGENCY 8" WATER MAIN REPLACEMENT IN PALM BEACH ISLES; AND AUTHORIZING THE MAYOR AND FINANCE DIRECTOR TO PAY THIS AMOUNT FROM ACCOUNT NO. 402-1437-5330-4606.

WHEREAS, during the reconstruction of the Palm Beach Isles Bridge, the contractor hit and accidentally broke the 8" water main which caused a major water break to the Isles; and

WHEREAS, Murray Logan Construction, Inc. has submitted a proposal in the estimated amount of \$30,000 for an emergency 8" water main replacement in Palm Beach Isles; this emergency water main replacement is necessary because of the deteriorating state of the old and corroded 8" water main pipe; and

WHEREAS, staff recommends that City Council approve payment to Murray Logan Construction, Inc. for the emergency 8" water main replacement work on Palm Beach Isles.

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

Section 1: That the City Council hereby accepts the proposed amount submitted by Murray Logan Construction, Inc. and approves said payment to Murray Logan Construction, Inc. in the estimated amount of \$30,000.00 for the replacement of an 8" water main on Palm Beach Isles.

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

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

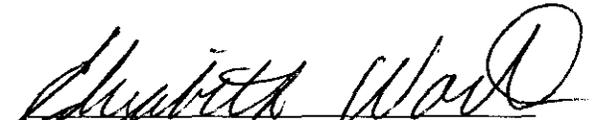
PASSED AND ADOPTED THIS 19th DAY OF JULY, 2000.

APPROVED:

MICHAEL D. BROWN, MAYOR

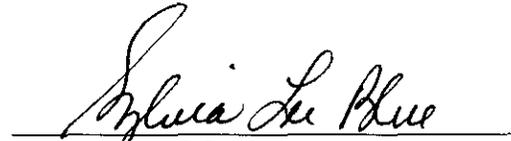

EDWARD RODGERS, CHAIRPERSON

ATTEST:


ELIZABETH WADE
CHAIRPERSON PRO-TEM

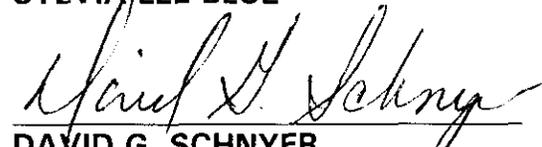
(MUNICIPAL SEAL)

Absent
DONALD R. WILSON


SYLVIA LEE BLUE



CARRIE E. WARD, CMC/AE
CITY CLERK


DAVID G. SCHNYER
COUNCIL MEMBERS

MOTIONED BY: E. Wade

SECONDED BY: S. Blue

E. RODGERS aye

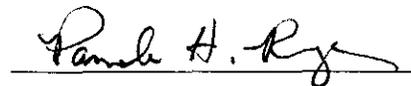
E. WADE aye

D. WILSON absent

S. BLUE aye

D. SCHNYER aye

REVIEWED AS TO LEGAL
SUFFICIENCY



DATE: 7/7/00

RESOLUTION NO. 116-00

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF RIVIERA BEACH, PALM BEACH COUNTY, FLORIDA, AWARDED THE CONTRACT FOR BID NO. 02000-FRANCHISE FOR RENTAL OF BEACH EQUIPMENT AND BEACH CLEANING SERVICE, ANNUAL CONTRACT TO OCEANSIDE BEACH SERVICE, INC. OF NORTH PALM BEACH, FLORIDA, AT A TOTAL REVENUE OF \$18,001 PER YEAR PAYABLE TO THE CITY IN TWELVE (12) MONTHLY INSTALLMENTS OF \$1500.08; ALL TERMS AND CONDITIONS IN ACCORDANCE WITH BID NO. 02000 OPENED MAY 19, 2000; AND AUTHORIZING THE MAYOR AND THE CITY CLERK TO EXECUTE THE CONTRACT AGREEMENT, WHICH FORMS A PART OF THIS RESOLUTION; AND PROVIDING AN EFFECTIVE DATE.

WHEREAS, Oceanside Beach Service, Inc. of North Palm Beach was the highest bidder for Franchise for Rental of Beach Equipment and Beach Cleaning Service, Annual Contract; and

WHEREAS, The City of Riviera Beach City Council accept and approve the award of bid and contract agreement for Oceanside Beach Service, Inc. to provide Beach Franchise Rental and Beach Cleaning services at the Municipal Beach; and

WHEREAS, Oceanside Beach Service, Inc. agree to pay the City revenues of \$18,001 per year, payable in monthly installments of \$1500.08 in accordance with the terms and conditions outlined in Bid No. 02000.

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

SECTION 1: That the contract for Franchise for Rental of Beach Equipment and Beach Cleaning Service, Annual Contract be awarded to the highest bidder, Oceanside Beach Service, Inc. of North Palm Beach, Florida; in accordance with Bid No. 02000.

RESOLUTION NO. 116-00
PAGE 2

SECTION 2: That the Mayor and City Clerk are hereby authorized to execute the contract agreement which forms a part of this resolution.

SECTION 3: A copy of the Contract Agreement is attached hereto and made part thereof.

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

PASSED AND ADOPTED this 19th day of July 2000.

**Contract Agreement
Franchise For Rental of Beach Equipment
And Beach Cleaning Service, Annual Contract**

200.
ORIGINAL

This agreement is made as of the day of July 19, 2000, by and between the City Of Riviera Beach, a Municipal Corporation, hereinafter referred to as the "CITY", and Oceanside Beach Service, Inc., P.O. Box 14681, North Palm Beach, FL 33408, a Beach Franchise company, hereinafter referred to as the "FRANCHISE HOLDER".

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

ARTICLE 1-SERVICES

The FRANCHISE HOLDER'S responsibility under this Agreement is to provide Franchise for Rental of Beach Equipment and Beach Cleaning Services under the direction of the City Manager or his designee in the area of providing the FRANCHISE HOLDER an exclusive for renting of certain beach equipment and beach cleaning service within the specified franchise area, as more specifically set forth in the scope of service, covered under the specifications, Exhibit "A", Bid No. 02000.

The CITY'S representative/liaison during the performance of this Contract Agreement shall be the Recreation & Parks Director of the City of Riviera Beach, telephone no. (561) 845-4070.

ARTICLE 2-CONTRACT TERM

The term of this agreement shall be for a period of one (1) year with the option to renew for two (2) additional twelve (12) month periods. Option for renewal shall be exercised upon mutual written agreement and with all original terms, conditions and prices adhered to with no deviations, commencing upon approval of resolution.

ARTICLE 3-PAYMENTS TO THE CITY

The CITY and the FRANCHISE HOLDER for the considerations named agree to follow all Terms, Conditions, and Prices in accordance with Bid No. 02000 opened May 19, 2000, which form a part of this contract agreement, therein, stating that the FRANCHISE HOLDER agrees to pay the CITY the sum of \$ 18,001.00 per year, payable to the CITY in twelve (12) monthly installments of \$ 1500.08 per month plus applicable taxes. Said payment is due on the 1st day of each month; if payment is not received by the 10th day of the month, a penalty shall be assessed at 1.5% of the amount due. The FRANCHISE HOLDER shall pay the CITY two (2) months payment in advance (\$3,000.16) as a deposit prior to commencement of service. Said amount shall be returned to the FRANCHISE HOLDER at the end of the contract term minus any outstanding amount owed to the CITY.

MW
7/19/00

ARTICLE 4-RIGHT TO TERMINATE

In the event that any provisions of the agreement are violated by the FRANCHISE HOLDER, the CITY shall serve thirty (30) days written notice to the FRANCHISE HOLDER of its intention to terminate the contract. The liability of the FRANCHISE HOLDER for any and all such violation(s) shall not be affected by any such termination and his surety, if any, may be forfeited.

ARTICLE 5-CANCELLATION CLAUSE

Either party has the right to cancel this agreement by giving the other party at least forty-five (45) days advance written notice of such intent. The notice from one party to the other must be made in writing and sent by certified mail, return receipt requested.

ARTICLE 6-PERSONNEL

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

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

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

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

ARTICLE 7-SUBCONTRACTING

The FRANCHISE HOLDER is encouraged to seek minority and women business enterprises for participation in subcontracting opportunities. If the FRANCHISE HOLDER uses any subcontractors on this project the following provisions of this Article shall apply;

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

ARTICLE 8-LIABILITY INSURANCE

The Franchise Holder hereby agrees to at all times maintain public liability insurance relative to its business operations with limits of not less than \$ 1,000,000.00 individual/\$ 1 million aggregate coverage. If any such insurance is cancelled or threatened or harmed in any way, the FRANCHISE HOLDER shall immediately notify the CITY in writing of such happening. The FRANCHISE HOLDER further agrees, to indemnify, save and hold the CITY harmless from

any and all damages to third parties resulting from the FRANCHISE HOLDER negligent performance of the services hereunder. In addition, the FRANCHISE HOLDER agrees to add and always maintain the CITY as a co-insured under said insurance policy.

ARTICLE 9-FEDERAL AND STATE TAX

The CITY is exempt from payment of Florida State Sales and Use Taxes and will not be responsible for the payment of any taxes. The FRANCHISE HOLDER shall not be exempted from paying sales taxes, nor is the FRANCHISE HOLDER authorized to use the CITY'S Tax Exemption Number.

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

ARTICLE 10-INDEMNIFICATION

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

The FRANCHISE HOLDER further agrees to indemnify, save harmless and defend the CITY, its agents, servants and employees from and against any claim, demand or cause of action of whatsoever kind or nature arising out of any conduct or misconduct of the FRANCHISE HOLDER not included in the paragraph above and for which the CITY, its agents, servants or employees are alleged to be liable.

ARTICLE 11-SUCCESSORS AND ASSIGNS

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

ARTICLE 12-REMEDIES

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

ARTICLE 13-CONFLICT OF INTEREST

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

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

ARTICLE 14-ARREARS

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

ARTICLE 15-CONTINGENT FEES

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

ARTICLE 16-ACCESS AND AUDITS

The FRANCHISE HOLDER shall maintain adequate records to justify all charges, expenses, and costs incurred in estimating and performing the work for at least one (1) years after completion of this Agreement. The CITY shall have access to such books, records, and documents as required in this section for the purpose of inspection or audit during normal hours, at the FRANCHISE HOLDER'S place of business.

ARTICLE 17-NONDISCRIMINATION

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

ARTICLE 18-AUTHORITY TO PRACTICE

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

ARTICLE 19-SEVERABILITY

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

ARTICLE 20-PUBLIC ENTITY CRIMES

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

ARTICLE 21-NOTICE

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

William E. Wilkins, City Manager or
Veronique E. Rellford, Director of Purchasing
600 West Blue Heron Boulevard
Riviera Beach, FL 33404

John L. Williams
Recreation & Parks Director
2409 Avenue “H” West
Riviera Beach, FL 33404

and if sent to the FRANCHISE HOLDER shall be mailed to:

Oceanside Beach Service, Inc.
P.O. Box 14681
North Palm Beach, FL 33408

ARTICLE 22-ENTIRETY OF CONTRACTUAL AGREEMENT

The CITY and the FRANCHISE HOLDER agree that this Agreement sets forth the entire agreement between the parties, and that there are no promises or understandings other than those stated herein. None of the provisions, terms and conditions contained in this Agreement may be added to, modified, superseded or otherwise altered, except by written instrument executed by the parties hereto in accordance with Sealed Bid No. 02000, opened May 19, 2000.

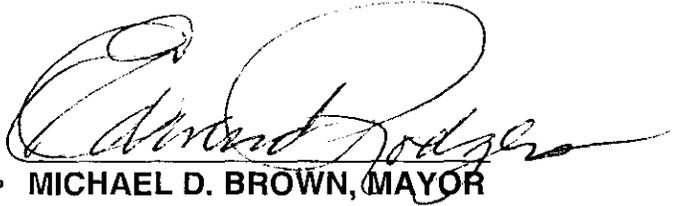
IN WITNESS WHEREOF, the parties have hereunto signed their names and affixed their seals at Riviera Beach, Palm Beach County, Florida, this 17 day of July, 2000.

**APPROVED
CITY OF RIVIERA BEACH**

ATTEST:

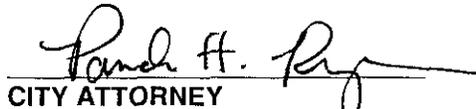


**CARRIE E. WARD, CMC/AE
CITY CLERK**


FOR **MICHAEL D. BROWN, MAYOR**

(MUNICIPAL SEAL)

REVIEWED AS TO LEGAL SUFFICIENCY:

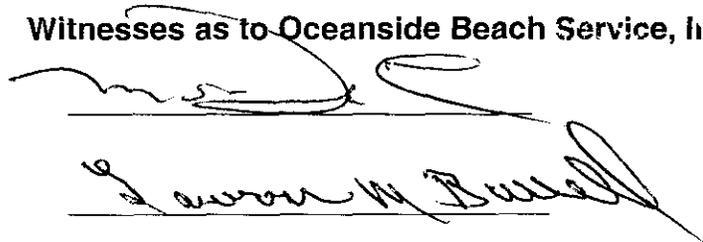

**CITY ATTORNEY
CITY OF RIVIERA BEACH**

DATE: 2/12/00

OCEANSIDE BEACH SERVICE, INC.


By: Michael J. Novatka, President

Witnesses as to Oceanside Beach Service, Inc.



RESOLUTION NO. 117-00

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF RIVIERA BEACH, PALM BEACH COUNTY, FLORIDA, AUTHORIZING THE FINANCE DIRECTOR TO INCREASE THE BUDGET FOR "ACADEMIC SUMMER CAMP 2000" BY \$30,000 TO PROVIDE FOR ADDITIONAL YOUTH EMPLOYEE POSITIONS.

WHEREAS, THE CITY COUNCIL APPROVED ACADEMIC SUMMER CAMP 2000 BY UNANIMOUS VOTE ON MAY 3, 2000; AND

WHEREAS, THE CITY COUNCIL AUTHORIZED A BUDGET OF \$178,119 FOR ACADEMIC SUMMER CAMP 2000; AND

WHEREAS, THE USE OF ADDITIONAL YOUTH EMPLOYEES INDICATE A NEED TO REQUEST INCREASED FUNDING IN THE AMOUNT OF \$30,000.

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 FINANCE DIRECTOR IS AUTHORIZED TO INCREASE THE BUDGET FOR ACADEMIC SUMMER CAMP 2000 IN THE AMOUNT OF \$30,000.

SECTION 2:: THAT THE CITY MANAGER AND THE CAMP ADMINISTRATOR REMAIN AUTHORIZED TO CONTINUE TO SEEK FUNDING FROM OTHER SOURCES TO HELP OFFSET THE COSTS OF THE SUMMER CAMP,

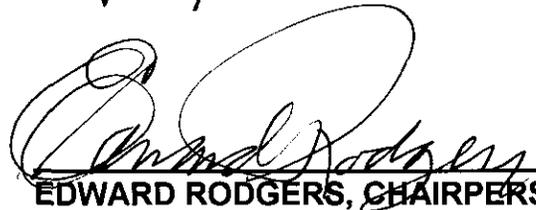
SECTION 3: THIS RESOLUTION SHALL TAKE EFFECT IMMEDIATELY UPON ITS PASSAGE.

RESOLUTION NO 117-00
PAGE 2-

PASSED AND APPROVED this 19 day of July 2000.

APPROVED:

MICHAEL D. BROWN, MAYOR



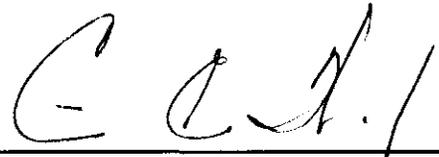
EDWARD RODGERS, CHAIRPERSON

(MUNICIPAL SEAL)



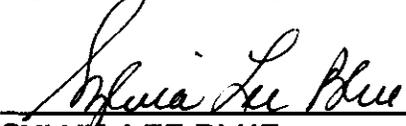
ELIZABETH K. WADE, CHAIR PRO-TEM

ATTEST:



CARRIE E. WARD, CMC/AAE
CITY CLERK

DONALD R. WILSON



SYLVIA LEE BLUE



DAVID G. SCHNYER
COUNCIL MEMBERS

MOTIONED BY: E. Wade

SECONDED BY: D. Schnyer

E. RODGERS aye

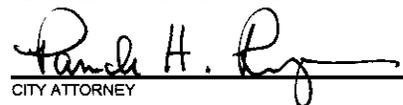
E. WADE aye

D. WILSON absent

S. BLUE aye

D. SCHNYER aye

REVIEWED AS TO LEGAL SUFFICIENCY



CITY ATTORNEY
CITY OF RIVIERA BEACH

DATE: 7/19/00

u/s

RESOLUTION NO. 118-00

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF RIVIERA BEACH, PALM BEACH COUNTY, FLORIDA, SETTING UP A BUDGET IN THE FIRE RESCUE SPECIAL DONATIONS FUND IN THE AMOUNT OF \$2,923.11, AUTHORIZING FIRE RESCUE TO PURCHASE ONE (1) AUTOMATED EXTERNAL DEFIBRILLATOR AND ACCESSORIES; AND AUTHORIZING THE FINANCE DIRECTOR TO SET-UP A BUDGET AND TRANSFER \$2924.00 FROM DONATIONS ACCOUNT 802-366-900 TO MACHINERY & EQUIP., OTHER ACCOUNT 802-0921-5260-6405; AND AUTHORIZING THE MAYOR AND FINANCE DIRECTOR TO MAKE PAYMENT FOR SAME.

WHEREAS, the Singer Island Civic Association made a donation in the amount of \$2,923.11 to Riviera Beach Fire Rescue for the purchase of an Automated External Defibrillator; and

WHEREAS, the Fire Department's existing equipment and supplies related to Automated External Defibrillators are manufactured by Physio-Control Corporation; and

WHEREAS, Physio-Control Corporation is the sole source supplier of LIFEPAK 500 defibrillators;

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

Section 1: The City Council of the City of Riviera Beach, Palm Beach County, Florida hereby authorizes the Finance Director to set up a budget in the Fire Rescue Special Donations account as follows:

<u>Revenue</u>		
Donations	802-366-900	\$2,923.11
<u>Expenditures</u>		
Machinery & Equip., Other	802-0921-5260-6405	\$2,924.00

Section 2: The City Council of the City of Riviera Beach hereby authorizes the Fire Department to purchase one (1) LIFEPAK 500 Automated External Defibrillator and accessories from Physio-Control Corporation.

Section 3: The City Council of the City of Riviera Beach authorizes the Finance Director to make payment for one (1) LIFEPAK 500 Automated External Defibrillator and accessories from Physio-Control Corporation from account number 802-0921-5260-6405.

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

PASSED and APPROVED this 02 day of August, 2000.

APPROVED RESOLUTION NO. _____

[Signature]
MICHAEL BROWN, MAYOR

[Signature]
EDWARD RODGERS, CHAIR PERSON

(MUNICIPAL SEAL)

[Signature]
ELIZABETH WADE, CHAIR PRO-TEM

ATTEST:

[Signature]
DONALD R. WILSON

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

[Signature]
SYLVIA BLUE
[Signature]
DAVID SCHNYER
COUNCIL MEMBERS

MOTIONED BY: D. Schnyer

SECONDED BY: S. Blue

E. RODGERS: aye

E. WADE: aye

D. WILSON: aye

S. BLUE: aye

D. SCHNYER: aye

REVIEWED AS TO LEGAL SUFFICIENCY
[Signature]
CITY ATTORNEY
CITY OF RIVIERA BEACH
DATE: 7/20/00

RESOLUTION NO. 119-00

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF RIVIERA BEACH, PALM BEACH COUNTY, FLORIDA, ACCEPTING STAFF RECOMMENDATION AND APPROVING THE RESURFACING OF RIVIERA BEACH OCEAN MALL PARKING LOT TO T.L. WINGATE, INC. OF WEST PALM BEACH, FLORIDA AT A TOTAL COST OF \$ 99,079.73. STAFF ALSO REQUEST COUNCIL APPROVE \$1,486.20, PAYABLE TO PALM BEACH COUNTY CONSULTANT, THE GORDIAN GROUP, FOR USE OF SAID LICENSING FEE. ALL TERMS, CONDITIONS, AND PRICES SUBMITTED SHALL BE IN ACCORDANCE WITH PALM BEACH COUNTY BOARD OF COUNTY COMMISSIONERS, JOB ORDER CONTRACT (JOC) NO. R-98-1208-D. AND AUTHORIZING THE FINANCE DIRECTOR TO TRANSFER FUNDS FROM THE BEACH RE-NOURISHMENT FUND IN THE AMOUNT OF \$68,000 AND TRANSFER THE REMAINING COST OF \$25,000 FROM THE GENERAL FUND GENERAL ADMINISTRATION BUDGET FOR SPECIAL EVENTS AND OTHER AVAILABLE FUNDS IN THE AMOUNT OF \$7,000 FROM THE GENERAL ADMINISTRATION BUDGET.

WHEREAS, The City of Riviera Beach Ocean Mall Parking Lot is in need of resurfacing, and

WHEREAS, T. L. Wingate, Inc., of West Palm Beach, Florida submitted proposals in the amount of \$99,079.73 in accordance with Palm Beach County Board of County Commissioners Job Order Contract (JOC) No. R-98-1208-D, and

WHEREAS, The City of Riviera Beach agree to pay Palm Beach County JOC System Consultant, the Gordian Group, a licensing fee of \$1,486.20 for use of said contract, and

WHEREAS, The City is requesting approval to transfer funds from the Beach Re-nourishment fund in the amount of \$68,000, from the General Administration Special Events fund \$25,000, and \$7,000 from other available funds within the General Administration budget for re-surfacing Riviera Beach Ocean Mall Parking Lot.

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

SECTION 1: That the City Council of the City of Riviera Beach authorize staff to re-surface Riviera Beach Ocean Mall Parking Lot.

SECTION 2: That the City Council of the City of Riviera Beach hereby authorize the work to be performed by T. L. Wingate, Inc., General Contractor, of West Palm Beach, Florida for the re-surfacing of the Ocean Mall project in the amount of \$99,079.73. All terms, conditions, prices, and materials shall be in accordance with Palm Beach County Board of County Commissioners Job Order Contract (JOC) price and materials listing under contract No. R-98-1208-D.

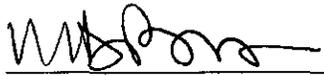
SECTION 3: That the City Council of the City of Riviera Beach hereby authorize Staff to pay one and one-half percent (\$1,486.20) to the Gordian Group for Palm Beach County JOC System licensing fee.

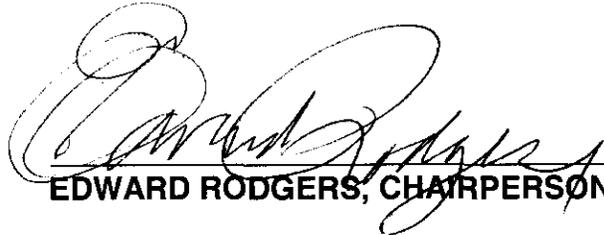
SECTION 4: That the City Council authorize the Finance Director to transfer \$68,000 from the Beach Re-nourishment fund, \$25,000 from the General Administration budget for special events, and \$7,000 from other available funds in the General Administration budget; and authorizing the Mayor and Finance Director to make payment for same.

SECTION 5: This resolution shall take effect immediately upon its passage and adoption by the City Council.

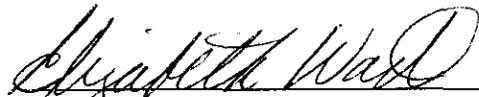
PASSED AND ADOPTED this 02 day of August 2000.

APPROVED:

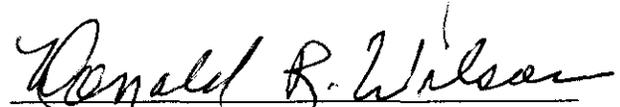

MICHAEL D. BROWN, MAYOR


EDWARD RODGERS, CHAIRPERSON

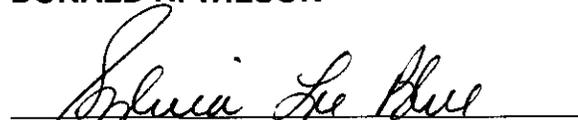
(MUNICIPAL SEAL)


ELIZABETH "LIZ" WADE, CHAIR PRO-TEM

ATTEST:


DONALD R. WILSON


CARRIE E. WARD, CMC/AE
CITY CLERK


SYLVIA LEE BLUE


DAVID G. SCHNYER
COUNCILMEMBERS

MOTION BY: D. Schnyer

SECOND BY: S. Blue

E. RODGERS aye

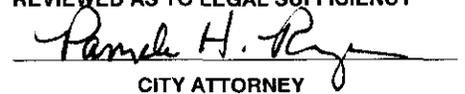
E. WADE aye

D. WILSON aye

S. BLUE aye

D. SCHNYER aye

REVIEWED AS TO LEGAL SUFFICIENCY


CITY ATTORNEY

CITY OF RIVIERA BEACH

DATE: 7/27/00

RESOLUTION NO. 120-00

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF RIVIERA BEACH, PALM BEACH COUNTY, FLORIDA, AUTHORIZING THE MAYOR AND CITY CLERK TO EXECUTE A MEMORANDUM OF UNDERSTANDING BETWEEN "PAIRS" PREVENTING ABUSE IN INTIMATE RELATIONSHIPS AND THE CITY OF RIVIERA BEACH POLICE DEPARTMENT; AND PROVIDING AN EFFECTIVE DATE AND FOR OTHER PURPOSES.

WHEREAS, the Memorandum of Understanding between PAIRS and the City of Riviera Beach Police Department is for the purpose of fulfilling PAIRS's obligation to enlist the cooperation of a comparable site in order to evaluate the PAIRS initiative; and

WHEREAS, PAIRS is a primary and secondary intimate partner violence ("IPV") prevention program which is also designed to further the understanding of effective coordinated community responses to IPV; and

WHEREAS, the Memorandum of Understanding defines the nature and purpose of information to be provided by Riviera Beach Police Department to PAIRS, provides for access to such information, and the method for maintaining confidentiality of said information.

NOW, THEREFORE, 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 to execute the Memorandum of Understanding between "PAIRS" Preventing Abuse in Intimate Relationships Program and the City of Riviera Beach Police Department.

SECTION TWO. That a copy of the Memorandum of Understanding is attached hereto and made a part of this Resolution.

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

PASSED and ADOPTED this 02 day of August, 2000.

RESOLUTION NO. 120-00
-2-

APPROVED:

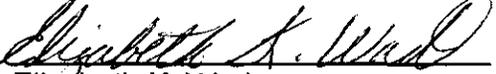


Michael D. Brown
Mayor



Edward Rodgers
Chair

Attest::

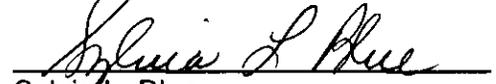


Elizabeth K. Wade
Chair Pro Tem

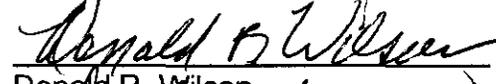
[Municipal Seal]



Carrie E. Ward, CMC/AE
City Clerk



Sylvia L. Blue



Donald R. Wilson



David G. Schnyer

Motioned by: D. Schnyer
Seconded by: S. Blue

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

Approved as to legal sufficiency

By: 

City Attorney

Date: 7/27/00

MEMORANDUM OF UNDERSTANDING
Between PAIRS and City of Riviera Beach Police Department

The **Preventing Abuse in Intimate Relationships Program ('PAIRS')**, which is a federally funded project of Safespace Shelter of Dade County, Inc., ("Safespace"), enters into a Memorandum of Understanding (MOU) with **City of Riviera Beach Police Department ("RBPD")** in order to set forth the agreed upon relationship, roles and commitments between RBPD and PAIRS. Funded by a grant from the U.S. Department of Health and Human Services, Centers for Disease Control and Prevention ("C.D.C."), under Cooperative Agreement #US4/CCU487858-0, the mission of the PAIRS initiative is to expand and enhance the coordinated community response to intimate partner violence in Liberty City, Dade County, Florida (the "target site").

I. Purpose

PAIRS enters into this MOU with RBPD for the purpose of fulfilling its obligation to enlist the cooperation of a comparable site in order to evaluate the PAIRS initiative, and to establish RBPD's collaboration toward that end. PAIRS is a primary and secondary intimate partner violence ("IPV") prevention program which is also designed to further the understanding of effective coordinated community responses to IPV. This MOU defines the nature and purpose of information to be provided by RBPD to PAIRS, provides for access to such information, and the method for maintaining confidentiality of said information.

In order to establish the effectiveness of the PAIRS initiative, it will be necessary to engage in evaluation activities, including, but not limited to:

- A. establishing the incidence and prevalence of IPV in the target site and designated comparison site;
- B. gathering data according to collection elements recommended by C.D.C. for the surveillance of IPV, using established uniform definitions;
- C. gathering data using instruments designated by the C.D.C. for cross-site evaluation of its national study;
- D. engaging in qualitative data collection;
analyzing data;
- E. securing University of Miami Internal Review Board approval for the evaluation protocol and program activities.

The PAIRS Program has contracted with the University of Miami Field Epidemiology Survey Team ("FEST") to engage in said evaluation activities, including the design and implementation of the evaluation protocol.

The PAIRS Program will engage in activities as expressly set out in the Cooperative Agreement with the C.D.C., including but not limited to:

1. Working cooperatively with health, justice and social service systems to implement

screening for intimate partner violence (“IPV”) among residents of the target site, and provision of primary and secondary prevention services.

2. Providing for and facilitating collection of data from a site comparable to the implementation site, from a community matched demographically and socio-economically to the target site, in order to evaluate effectiveness of the PAIRS Program activities.

II. Access to Information

The parties recognize that timely exchange of information is critical to the effective evaluation of PAIRS activities, and on the overall ability to improve understanding of intimate partner violence, including its epidemiology, treatment and amelioration.

RBPD agrees to allow access to its records, felony and misdemeanor arrest reports, original incident reports, investigative reports and such other pertinent information involving victims of intimate partner violence, including such cases as assaults, criminal damage to property, disorderly conduct, trespass, and violation of protection orders to the PAIRS Director, Comparison Site Coordinator, and F.E.S.T. Evaluation Team for the purpose of surveillance of incidence and prevalence of intimate partner violence among residents of the City of Riviera Beach, including collection of such Recommended Data Elements as may be available in said records, charts and information. (See attached chart of Recommended Data Elements from the Centers of Disease Control and Prevention National Center for Injury Prevention and Control, “Intimate Partner Violence Surveillance Uniform Definitions and Recommended Data Elements,” Version 1.0, Atlanta, Georgia, 1999.)

III. Maintenance and Confidentiality

The parties recognize the sensitive nature of the information and agree to follow carefully the procedures described herein.

All copies of records, reports, documents and/or information gathered from such sources provided to PAIRS will be securely maintained in locked file drawers at the University of Miami F.E.S.T. offices and/or PAIRS offices to insure confidentiality of information. Information which is used as part of the database will be coded so that only the Program Director, Comparison Site Coordinator and F.E.S.T. Evaluation Team will be able to determine the identities of individuals whose records have been included in the data collection.

PAIRS is funded by the U.S. Department of Health and Human Services, Centers for Disease Control and Prevention (“CDC”). The C.D.C. will have access to data collected as part of this project, as will consultants retained by the project to assist in its evaluation. These data will be coded so that the identities of individuals will be protected.

IV. Term

The term of this MOU coincides with the SAFESPACE PAIRS Cooperative Agreement budget period commencing June 15, 2000 through December 31, 2000, and continues for each subsequent funded budget period, currently expected to be December 31, 2002, unless canceled by either party in writing at any time.

V. Indemnification

PAIRS shall indemnify and hold the City, its agents, officers, and employees, harmless from and against any and all claims, suits, actions, liability, damages and/or causes of action which may arise from any negligent act, omission, conduct or misconduct of PAIRS, its agents, officers, or employees in the performance of services under this Agreement. PAIRS further agrees to indemnify and hold the City, its agents, officers, and employees, harmless from and against any and all claims, suits, actions, liability, damages and/or causes of action which may arise from any negligent act, omission, conduct or misconduct of the City's employees while carrying out the terms of this agreement.

We, the undersigned, have read and agree with the contents of this Memorandum of Understanding.

Preventing Abuse in Intimate RelationshipS
(PAIRS) Program

City of Riviera Beach Police Department

By: Sharon M. Aaron
Sharon M. Aaron, M.S.W.
Program Director

By: Jerry R. Pugh

Dated: July 24, 2000

Dated: 7/26/00

City of Riviera Beach, Florida

Attest: Carrie E. Ward 8/18/00
Carrie E. Ward, CMC/AAE
City Clerk

By: Michael D. Brown
Michael D. Brown
MAYOR

Reviewed as to legal sufficiency

By: Pat Ryan
City Attorney
7/27/00
Date

RESOLUTION NO. 122-00

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF RIVIERA BEACH, PALM BEACH COUNTY, FLORIDA. ADOPTING A NEW AMBULANCE TRANSPORT FEE SCHEDULE FOR RIVIERA BEACH FIRE RESCUE EMERGENCY MEDICAL SERVICES; AND PROVIDE AN EFFECTIVE DATE.

WHEREAS, Riviera Beach Fire Rescue Provides Emergency Medical Service and Ambulance Transport within the City of Riviera Beach; and

WHEREAS, the City Council adopts the Ambulance Transport fee schedule for Emergency Medical Services; and

WHEREAS, the City Council adopted a fee schedule in 1994 and wishes to adopt a new fee schedule.

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

Section 1: The City Council of the City of Riviera Beach, Palm Beach County, Florida does hereby adopt a new fee schedule for Ambulance Transport and Emergency Medical Services:

<u>Base Rate</u>	<u>Mileage</u>	<u>Immobilization</u>
\$340.00	\$7.00	\$16.00

Section 2: This fee schedule may be amended by adoption of a subsequent Resolution by the City Council.

Section 3: This Resolution shall take effect upon its passage.

PASSED and APPROVED this 2nd day of August, 2000.

APPROVED RESOLUTION NO. 122-00

Michael D. Brown
MICHAEL D. BROWN, MAYOR

Edward Rodgers
EDWARD RODGERS, CHAIR PERSON

(MUNICIPAL SEAL)

Elizabeth Wade
ELIZABETH WADE, CHAIR PRO-TEM

ATTEST:

Donald R. Wilson
DONALD R. WILSON

C. A. Ward
CARRIE, WARD, CMC/AE
CITY CLERK

Sylvia Blue
SYLVIA BLUE

David Schnyer
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
Patricia H. Ray
CITY ATTORNEY
CITY OF RIVIERA BEACH
DATE: 7/21/00

RESOLUTION NO. 123-00

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF RIVIERA BEACH, PALM BEACH COUNTY, FLORIDA, AUTHORIZING THE FIRE DEPARTMENT TO PURCHASE (1) PIERCE CUSTOM CONTENDER PUMPER IN THE AMOUNT OF \$166,461.00 UNDER LAKE COUNTY BID #99-150 FROM PIERCE MANUFACTURING, INC. IN APPLETON, WISCONSIN; AUTHORIZING THE FINANCE DIRECTOR TO TRANSFER \$166,461.00 FROM WATER AND SEWER FUND CARRY-OVER ACCOUNT 401-399-999 TO THE CAPITAL IMPROVEMENT ACCOUNT 305-0920-5220-6405; AND AUTHORIZING THE MAYOR AND FINANCE DIRECTOR TO MAKE PAYMENT FOR SAME.

WHEREAS, The Fire Department is in need of a new fire truck; and

WHEREAS, the City could realize a substantial cost savings if the fire truck is purchased out of this year's current fiscal budget.

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

Section 1: The purchase of One (1) Pierce Custom Contender Pumper under Lake County Bid #99-150 from Pierce Manufacturing, Inc. is hereby approved.

Section 2: The Fire Department is authorized to purchase One (1) Pierce Custom Contender Pumper from Pierce Manufacturing, Inc., in the amount of \$166,461.00.

Section 3: The Finance Director is authorized to transfer \$166,461.00 from Water and Sewer fund carry-over Account No. 401-399-999 to the Capital Improvement Account No. 305-0920-5220-6405.

Section 4: The Mayor and Finance Director to make payment to Pierce Manufacturing Inc., from Account No. 305-0920-5220-6405.

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

PASSED and APPROVED this 2nd day of August, 2000.

APPROVED RESOLUTION NO. 123-00


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: S. Blue

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: 7/20/00

PML 07-10-00

RESOLUTION NO. 124-00

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF RIVIERA BEACH, PALM BEACH COUNTY, FLORIDA AUTHORIZING THE MAYOR AND CITY CLERK TO EXECUTE A TWO YEAR AGREEMENT ON BEHALF OF THE CITY BETWEEN THE NATIONAL CONFERENCE OF FIREMEN & OILERS, AN ORGANIZATION REPRESENTING CERTAIN CLASSIFIED GENERAL EMPLOYEES OF THE CITY OF RIVIERA BEACH PROVIDING A SEVERABILITY CLAUSE AND AN EFFECTIVE DATE AND FOR OTHER PURPOSES.

WHEREAS, the City of Riviera Beach has a collective bargaining agreement with the National Conference of Firemen & Oilers, an organization representing certain classified general employees of the City of Riviera Beach; and

WHEREAS, the bargaining agreement shall be for a period of two (2) years; and

WHEREAS, negotiations have been concluded for Fiscal years 1999 -2000 and 2000 - 2001; and

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

SECTION 1. That the Mayor and City Clerk are authorized to execute an agreement between the City of Riviera Beach and the National Conference of Firemen & Oilers (NCF&O).

SECTION 2. Copy of Agreement: attached hereto and made a part thereof.

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

PASSED and APPROVED this 02 day of August 2000.

RESOLUTION NO. 124-00
PAGE 2

APPROVED:

Michael D. Brown

MICHAEL D. BROWN
MAYOR

Edward Rodgers

EDWARD RODGERS
CHAIRPERSON

(MUNICIPAL SEAL)

Elizabeth K. Wade

ELIZABETH K. WADE
CHAIRPERSON PRO TEM

ATTEST:

Donald R. Wilson

DONALD R. WILSON

C. E. Ward

CARRIE E. WARD, CMC/AAE
CITY CLERK

Sylvia L. Blue

SYLVIA L. BLUE

David Schyner

DAVID SCHYNER
COUNCIL MEMBERS

Motioned by: E. Wade

Seconded by: S. Blue

E. RODGERS aye

E. WADE aye

D. WILSON aye

S. BLUE aye

D. SCHYNER aye

REVIEWED AS TO LEGAL SUFFICIENCY

Paralel H. R...

CITY ATTORNEY
CITY OF RIVIERA BEACH

Date 7/12/00

ARTICLE 19: VACATION (ANNUAL LEAVE) (continued):

Section 2 (continued):

This provision shall be interpreted to mean that the employee has completed the number of years prior to becoming eligible for the corresponding days of vacation.

Vacation leave shall accrue as scheduled above and on the vacation previous page. The maximum number of vacation days to accrue shall be two (2) times the annual rate of accrual.

Section 3. Employees becoming hospitalized while on vacation may use sick time for such periods of illness providing a doctor's certificate is presented to the employee's Department Director or upon his return to work.

Section 4. Payment of vacation time in lieu of actually taking vacation will not be permitted except in two (2) special cases:

- (a) Employees entering military service; and
- (b) Separation from City employment.

Upon separation from City employment, regular employees shall be entitled to compensation for any earned but unused vacation to their credit on the effective date of termination.

Section 5. If the workload permits, employees may request application of unused vacation for any nationally recognized religious holiday associated with the religious faith of the employee which occurs on a normal work day.

Section 6. An employee utilizing at least five (5) days of vacation during the previous fiscal year may elect to receive payment, in lieu of vacation, for up to fifty percent (50%) of any remaining accrued vacation time. The employee must make this election in October of the current fiscal year and payment will be

ARTICLE 19: VACATION (ANNUAL LEAVE) (continued):

Section 6 (continued):

made by December 31st of the election year. Payment will be at the employee's current rate of pay, as of the date paid and will not be affected by any subsequently adopted retroactive pay increases. Any unused or unpaid vacation leave shall remain in the employee's vacation leave accrual account.

ARTICLE 20: PRODUCTIVITY AND JOB TRAINING PROGRAM

Section 1. The Union and the City recognize that they have a clear responsibility to give the public maximum efficiency. Therefore, the Union pledges that it will actively promote and encourage the employees to increase their productivity in order to maintain appropriate services to the citizens of the City and to alleviate the possible necessity of curtailing services.

Section 2. To maintain the efficiency of its work force, and to ensure an adequate supply of competent employees for advancement, the City may institute and administer such training programs as it deems necessary to meet requirements, providing such programs do not conflict with any other provision of this agreement. Nothing contained in the training program shall conflict with Federal or State laws. If possible, all mandatory training programs conducted by the City will be held during normal working hours. If mandatory training is required to be conducted outside of normal working hours the City will pay the employee for the training at the employee's normal hourly rate, unless the training is mandated by a change in rules or statutes over which the City has no amendatory power or the employee has worked in excess of forty (40) hours during the week. In such limited cases, the City shall pay the employee a pre-announced stipend.

Section 3. Employees who meet the requirements as shown below shall be reimbursed as indicated for approved graduate and/or undergraduate and/or any other course work related to their job or leading to a degree related to their job.

<u>Grade achieved</u>	<u>Reimbursement</u>
"A" or "B"	100% of tuition cost
"Pass" in a "Pass"/"Fail" course	100% of tuition cost
"C"	75% of tuition cost

ARTICLE 20: PRODUCTIVITY AND JOB TRAINING PROGRAM (continued):

Section 3 (continued):

a. The reimbursement amount received by an employee for receiving a grade of "A", "B", or "Pass" shall be limited to \$500.00 per calendar year.

b. The reimbursement amount received by an employee for receiving a grade of "C", shall be limited to \$375.00.

c. Regardless of the combination of courses taken and grades received, no employee shall exceed the \$500.00 reimbursement cap in any one calendar year.

d. The Director of Human Resources shall, after consultation with the Department Head, determine whether or not the courses are approved.

This reimbursement policy does not apply to courses required by law which will continue to be paid for by the City.

Section 4. All requests for prior approval of courses and all reimbursement requests shall be submitted in the manner and with documentation as required by the City. Such documentation shall include, but not be limited to: tuition receipts, official transcripts or grade notification.

Section 5. The cost of required workbooks and/or textbooks will be reimbursed provided the request for such are submitted as required by the City. Upon completion of the course work, such reimbursed workbooks and/or textbooks shall be turned over to the City and become the property of the City.

ARTICLE 21: WAGES

Section 1. Effective October 1, 1999, the Employer will retroactively adjust the individual employee's 1998/1999 wages by four percent (4%) and the maximum of the pay grade shall be increased by four percent (4%). There will be no further across the board wage adjustments during the 1999/2000 Contract Year. To be eligible for retroactivity, an employee must be employed on the effective date of this agreement and on the date the contract is ratified by the parties. All retroactivity will be paid within sixty (60) days of ratification in one check separate from the regular paycheck for the above raise. Employees hired subsequent to the effective date of this agreement will be eligible for retroactivity from the date they were hired.

Effective October 1, 2000, the Employer will adjust the individual employee's 1999/2000 wages by two percent (2%) and the maximum of the pay grade shall be increased by two percent (2%). During the 2000/2001 year, effective on the anniversary date of each individual employee, the employer will pay merit increases as follows:

Outstanding	2.0%
Excellent	1.5%
Satisfactory	1.0%

The parties will jointly develop the evaluation instrument. Employees who are at the maximum of the pay grade when the two percent (2%) is applied and who are eligible for a merit increase, shall receive such merit increase in a lump sum payable on the employee's anniversary date.

There will be no further across the board wage adjustments during the 2000/2001 Contract Year.

ARTICLE 21: WAGES (continued):

Section 1 (continued):

The City agrees to complete a third party pay and equity study for all bargaining unit employees (including the topics of shift differential, merit, proper salary, salary equity, and longevity pay issues and career plans) by March 1, 2001, so it may be considered by the parties in the negotiations for a successor contract.

Section 2. Pay days will be weekly on Thursday. In the event pay day falls on a holiday, the City shall have the discretion to pay employees on the day before or the day after the holiday.

Section 3. A Water Plant Operator and Laboratory Technician, upon receipt of certification qualifying the employee as a "B" operator, shall forthwith receive a five percent (5%) increase in their hourly base rate.

A Water Plant Operator and Laboratory Technician, upon receipt of certification qualifying the employee as an "A" operator, shall forthwith receive a ten percent (10%) increase in their hourly rate.

The base rate of pay is defined as that rate the employee receives without incentives.

Certifications earned subsequent to ratification of this Agreement are to be paid without retroactive action. Certification payments are not related to the maximum pay range.

ARTICLE 21: WAGES (continued):

Section 4. Any employee required to work outside their job classification in a higher pay rate for three (3) or more days in a work week or consecutive work days shall receive the higher rate of pay retroactive to the first day beginning on the fourth day of work, provided the employee is assigned to work in the higher classification on the fourth day. Where circumstances permit, every effort will be made to assign one (1) employee the duties of the higher classification in a given week.

ARTICLE 22: SAFETY AND HEALTH

Section 1. Departmental Management will make every reasonable effort to provide and maintain safe working conditions. To this end the Union will cooperate and encourage the employee to work in a safe manner. A Safety Committee will be established comprised of one (1) person from each of the following areas: City Hall, Water/Sewer, Public Works, and Parks and Recreation. The Committee will meet on a regular basis with the Safety Director for the purpose of reviewing and reporting unsafe working conditions as reported to the Committee.

Section 2. The City of Riviera Beach will provide proper and necessary safety equipment and devices for employees engaged in work where such special equipment, including safety shoes, and devices are necessary. Such equipment and devices, where provided, must be used and replaced by the City when worn out. If lost or stolen, employees will have the cost of replacement deducted from pay. Employees who report to work without proper safety equipment will be sent home without pay.

Section 3. The City of Riviera Beach agrees to continue the present practice of providing uniforms and periodic replacement of items to employees including a bump hat and/or safety helmet, and work gloves when requested and then only upon presentation of the work or damaged article to the foreman. Normally, this exchange shall be made the same day.

Section 4. In the event an employee leaves the employment of the Department or the City, the employee shall return all uniforms and safety equipment to the Department. Failure to return all issued safety equipment and uniforms, will result in the cost of same being deducted from the employee's final paycheck.

ARTICLE 22: SAFETY AND HEALTH (continued):

Section 5. Both parties agree to abide by and to conform to any applicable regulations enacted or adopted by Federal, State, County, or City government.

Section 6. The City will pay for initial Commercial Driver's License for current employees; but after the initial payment, the employee will be responsible for the payment of renewing the license. All new employees will be responsible for the payment of the cost of the Commercial License.

ARTICLE 23: GENERAL PROVISIONS

Section 1. Employees in the bargaining unit will be encouraged to participate in worthwhile charity drives. Employees should feel free to contribute or not contribute without pressure from any party.

Section 2.

GROUP INSURANCE

(a) The City shall pay full cost of the employee's hospitalization (medical-surgical coverage, and major medical), life insurance, and any additional increases in the premium over the duration of this Agreement.

LIFE INSURANCE

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

Section 3. In the event an employee is called back to work outside their regular work schedule, the employee shall receive minimum of three (3) hours pay at the rate of time and one-half (1-1/2) if over forty (40) hours in a week, less sick time or other noncompensable time.

Section 4. SENIORITY LIST

The City shall prepare a current classification seniority list quarterly. This list shall be posted on bulletin boards at all work locations.

ARTICLE 23: GENERAL PROVISIONS (continued):

Section 5. On the first full day and the remainder of the week, full compensation coverage will be paid on any work connected injury or illness.

Section 6. Job classification to be utilized where required.

Section 7. COPIES OF AGREEMENT

The City agrees to reproduce the Agreement in sufficient copies to distribute to all employees covered by this Agreement.

Section 8. EXAMINATION OF PERSONNEL FILES

Employees shall have the right to examine their personnel file. Requests shall be at a reasonable time.

Section 9. All disciplinary letters and reprimands shall be purged from employees work and personnel files after three (3) years, if the employee has had no further infraction during that period.

ARTICLE 24: SAVINGS CLAUSE

If any provisions of this Agreement, or the application of such provision, shall be rendered or declared invalid by any Court of competent jurisdiction, the remaining parts or portions of this Agreement shall remain in full force and effect.

ARTICLE 25: DENTAL INSURANCE

DENTAL BENEFITS

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

ARTICLE 26: TERM

After a majority of those bargaining unit members voting on the question of ratification and thereafter, upon its ratification by an official resolution of the City Council ratifying the Agreement and authorizing the Mayor and City Clerk to sign the Agreement on behalf of the City, the Agreement, upon being signed by the appropriate Union Representatives and the Mayor and the City Clerk, shall become effective October 1, 1999, and shall remain in full force and effect until September 30, 2001, subject to annual re-opener for two (2) items for each side, excluding any wage items which are not subject to re-opener.

The parties agree to commence negotiations for a successor contract on or about March 15, 2001.

ARTICLE 27: MAINTENANCE OF BENEFITS

All existing benefits covering City employees as outlined in the Human Resources Rules and Regulations Booklet and other written City Policy that is not now incorporated into this the Union Agreement, will remain in full force and effect along with all provisions of this Agreement for the duration of the Labor Agreement.

ARTICLE 28: AMERICANS WITH DISABILITIES ACT

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

ARTICLE 29: DRUG-FREE WORK PLACE POLICY

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

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

The essential parts of this policy are:

Section 1.

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

Section 2. Testing of Employees:

a. Non-CDL Employees:

1. Reasonable Suspicion Testing: Employees will be tested when there is a reasonable suspicion that an employee is using or has used drugs or alcohol; the employee's job performance is impacted; or other employees safety and health are placed in danger.

ARTICLE 29: DRUG-FREE WORK PLACE POLICY (continued):

Section 2-a. (continued):

2. Follow-up Testing: All employees who have been determined to have used drugs or alcohol and are permitted by the City to return to work will be subject to six (6) unannounced follow-up drug tests for a period of two (2) years following return to work.

3. Additional Testing: Additional testing may also be conducted as required by applicable State or Federal laws, rules or regulations.

4. Following any vehicular or industrial accident or serious safety incident occurring on duty pursuant to Chapter 440 of the Florida Statutes, shall be tested for drugs and/or alcohol.

b. CDL Employees:

The Omnibus Transportation Act applies to all drivers of commercial motor vehicles (CMV's) required to obtain a commercial drivers' license (CDL). In addition to the types of testing listing above, beginning January 1, 1995, the Omnibus Transportation Act will require random and return-to-duty testing. The City of Riviera Beach will comply with the requirements of the Omnibus Transportation Act.

1. Random Testing:

The Omnibus Transportation Act requires all operators of CMV's to be randomly tested for controlled substances and alcohol beginning January 1, 1995. It applies to all drivers required to obtain a commercial drivers' license (CDL).

ARTICLE 29: DRUG-FREE WORK PLACE POLICY (continued):

Section 2-b. (continued):

2. Return-to-Duty Testing:

a. The City shall ensure that before a driver returns to duty requiring the performance of a safety-sensitive function after an alcohol concentration test result of 0.04 or greater, the driver shall undergo a return-to-duty alcohol test with a result indicating an alcohol concentration of less than 0.02.

b. The City shall ensure that before a driver returns to duty requiring the performance of a safety-sensitive function after testing positive for the use of controlled substances, the driver shall undergo a return-to-duty controlled substances test with a result indicating a verified negative result for controlled substances use. The employee shall attend and successfully complete the City's Employee Assistance Program. Otherwise, the employee will be subject to discipline up to and including termination.

c. The City shall ensure that before a driver returns to duty requiring the performance of a safety-sensitive function, the driver shall undergo a return-to-duty alcohol test with the result indicating an alcohol concentration of less than 0.02 after engaging in the following prohibited conduct:

(1) Being on duty or operating a CMV while possessing unmanifested alcohol;

(2) Using alcohol while performing safety-sensitive function;

(3) Performing safety-sensitive functions within four (4) hours after using alcohol;

ARTICLE 29: DRUG-FREE WORK PLACE POLICY (continued):

Section 2-c. (continued):

(4) Using alcohol within eight (8) hours following an accident, or before undergoing a post-accident alcohol test, whichever occurs first; or

(5) Refusing to submit to a post-accident alcohol test, a random alcohol test, a reasonable suspicion alcohol test, or a follow-up alcohol test.

d. The City shall ensure that before a driver returns to duty requiring the performance of a safety-sensitive function, the driver shall undergo a return-to-duty controlled substances test with a result indicating a verified negative result for controlled substances use after engaging in the following prohibited conduct:

(1) Reporting for duty or remaining on duty requiring the performance of safety-sensitive functions when the driver uses any controlled substance, except when the use is pursuant to the instructions of a physician who has advised the driver that the substance does not adversely affect the driver's ability to safely operate a CMV; or

(2) Refusing to submit to a post-accident controlled substance test, a random controlled substance test; a reasonable suspicion controlled substance test, or a follow-up controlled substance test.

3. Post Accident Testing:

Following any vehicular or individual accident or serious safety incident occurring on duty pursuant to Chapter 440 of the Florida Statutes and the Federal Omnibus Transportation Act of 1991, shall be tested for drugs and/or alcohol.

ARTICLE 29: DRUG-FREE WORK PLACE POLICY (continued):

Section 3. Alcohol and Drug Use Prohibitions:

a. The use, sale, purchase, possession, distribution, or dispensing of drugs or alcohol on duty or on City property is cause for immediate discharge.

b. It is against City policy to report to work or work under the influence of alcohol or drugs. Employees who violate this policy are subject to discipline up to and including discharge. In the case of a first-time violation of the City's policy, including a positive drug or alcohol test result (without evidence of use, sale, possession, distribution, dispensation, or purchase of drugs or alcohol on City property or while on duty), the employee will be subject to discipline up to and including discharge. Employee shall attend and successfully complete the City's Employee Assistance Program; otherwise, the employee will be subject to disciplinary action up to and including termination.

c. For the purpose of this policy, an individual is presumed to be under the influence of alcohol or drugs if an alcohol or drug test is positive.

d. The City may suspend with pay, however, upon positive initial confirmation of the drug test results, the City may suspend employees without pay under this policy pending the results of any further drug testing or investigations.

Section 4. All information, interviews, reports, statement memoranda and drug test results, written or otherwise, received by the City as part of this drug testing program are confidential communications. Unless authorized by State laws, rule or regulations, the City will not release such information without a written consent form signed voluntarily by the person tested.

ARTICLE 29: DRUG-FREE WORK PLACE POLICY (continued):

Section 5. A Drug Use Information form is a confidential report which must be filled out by employees both before and after being drug tested. This form permits individuals to provide to the Medical Review Officer a list of all prescription and non-prescription drugs they are currently using or have used in the last month, as well as any other information they consider relevant to the test.

Section 6: Prior to testing, the employee will be given a list of the most common medications by brand name or common name and chemical name which may alter or affect a drug test.

Section 7: Any employee who refuses to submit to a drug test may be terminated from employment. An injured employee who refuses to submit to a drug test, or has a positive confirmation test, in addition to the above, may forfeit his eligibility for all workers' compensation medical and indemnity benefits pursuant to the laws.

Section 8: A list of names, addresses, and telephone numbers of employee assistance programs and local alcohol and drug rehabilitation programs available to employees will be provided upon request.

Section 9: An employee who receives a positive confirmed drug test result may contest or explain the results to the Employer within five (5) days after written notification of the positive test result. If an employee's explanation or challenge is unsatisfactory to the Employer, the person may contest the test results and an investigation will be conducted.

ARTICLE 29: DRUG-FREE WORK PLACE POLICY (continued):

Section 10: An employee has the responsibility of notifying the drug testing laboratory of any administrative or civil action brought pursuant to Chapter 440, Florida Statutes. The lab will maintain the sample until the case or administrative appeal is settled.

Section 11: The following is a list of all drugs for which the Employer may test:

<u>DRUG</u>	<u>CUTOFF N/ML</u>
Alcohol	
Barbiturates	300
Benzodiazepines	300
Cannabinoid	50
Cocaine	300
Amphetamines	1000
Methaqualone	300
Opiates (including heroin)	300
Phencyclidine (PCP)	25

Section 12: Employees have the right to consult the testing laboratory for technical information regarding prescription and non-prescription medication.

Section 13: Details of this policy may be obtained from the Department of Human Resources.

Section 14: Employees, as a condition of employment, are required to abide by these guidelines.

Section 15: The City will pay for drug testing for all current employees.

ARTICLE 30: EMPLOYEES UNABLE TO PERFORM JOB DUTIES
FOLLOWING ON-THE-JOB INJURY, JOB-RELATED
ILLNESS/DISABILITY

a. Following an on-the-job injury, job-related illness, or job related disability, an employee has a maximum of twelve (12) months from the date last worked to return to the original duties of the employee's position, with or without reasonable accommodation. The employee's ability to perform the duties of a position is determined by the employee's physician and verified by the City's Risk Manager.

b. If an employee is unable to return to the essential duties of the employee's position with or without reasonable accommodation within twelve (12) months from the date last worked following an on-the-job injury, job-related illness, or job-related disability, the employee will be recommended for termination. A disabled employee will not be terminated if the employee can be reasonably accommodated in the employee's current position, in accordance with the guidelines of the Rehabilitation Act of 1973 as amended, and the Americans with Disabilities Act of 1990.

c. If an employee returns to work within the twelve (12) month period and has a subsequent recurrence of the same on-the-job injury, job-related illness or job-related disability, the total combined lost time from work may not exceed fourteen (14) months in the most recent twenty-four (24) month period.

d. On the first full day and the remainder of the week, full compensation coverage will be paid on any work connected injury or illness.

IN WITNESS WHEREOF, we have hereunto affixed our signatures
this 02 day of August, 2000.

FOR THE CITY OF RIVIERA BEACH:

BY: [Signature]
MAYOR

BY: _____
CITY MANAGER

BY: _____
WITNESS

FOR NATIONAL CONFERENCE OF
FIREMEN AND OILERS:

BY: [Signature]
UNION REPRESENTATIVE

BY: [Signature]
WITNESS

ATTEST:
[Signature]
CITY CLERK

REVIEWED FOR LEGAL SUFFICIENCY
[Signature]
CITY ATTORNEY
CITY OF RIVIERA BEACH
DATE: 7/12/00

ARTICLE 23: GENERAL PROVISIONS

Section 1. Employees in the bargaining unit will be encouraged to participate in worthwhile charity drives. Employees should feel free to contribute or not contribute without pressure from any party.

Section 2.

GROUP INSURANCE

(a) The City shall pay full cost of the employee's hospitalization (medical-surgical coverage, and major medical), life insurance, and any additional increases in the premium over the duration of this Agreement.

LIFE INSURANCE

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

Section 3. In the event an employee is called back to work outside their regular work schedule, the employee shall receive minimum of three (3) hours pay at the rate of time and one-half (1-1/2) if over forty (40) hours in a week, less sick time or other noncompensable time.

Section 4. SENIORITY LIST

The City shall prepare a current classification seniority list quarterly. This list shall be posted on bulletin boards at all work locations.

ARTICLE 23: GENERAL PROVISIONS (continued):

Section 5. On the first full day and the remainder of the week, full compensation coverage will be paid on any work connected injury or illness.

Section 6. Job classification to be utilized where required.

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The City agrees to reproduce the Agreement in sufficient copies to distribute to all employees covered by this Agreement.

Section 8. EXAMINATION OF PERSONNEL FILES

Employees shall have the right to examine their personnel file. Requests shall be at a reasonable time.

Section 9. All disciplinary letters and reprimands shall be purged from employees work and personnel files after three (3) years, if the employee has had no further infraction during that period.

ARTICLE 24: SAVINGS CLAUSE

If any provisions of this Agreement, or the application of such provision, shall be rendered or declared invalid by any Court of competent jurisdiction, the remaining parts or portions of this Agreement shall remain in full force and effect.

ARTICLE 25: DENTAL INSURANCE

DENTAL BENEFITS

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

ARTICLE 26: TERM

After a majority of those bargaining unit members voting on the question of ratification and thereafter, upon its ratification by an official resolution of the City Council ratifying the Agreement and authorizing the Mayor and City Clerk to sign the Agreement on behalf of the City, the Agreement, upon being signed by the appropriate Union Representatives and the Mayor and the City Clerk, shall become effective October 1, 1999, and shall remain in full force and effect until September 30, 2001, subject to annual re-opener for two (2) items for each side, excluding any wage items which are not subject to re-opener.

The parties agree to commence negotiations for a successor contract on or about March 15, 2001.

ARTICLE 27: MAINTENANCE OF BENEFITS

All existing benefits covering City employees as outlined in the Human Resources Rules and Regulations Booklet and other written City Policy that is not now incorporated into this the Union Agreement, will remain in full force and effect along with all provisions of this Agreement for the duration of the Labor Agreement.

ARTICLE 28: AMERICANS WITH DISABILITIES ACT

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

ARTICLE 29: DRUG-FREE WORK PLACE POLICY

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

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

The essential parts of this policy are:

Section 1.

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

Section 2. Testing of Employees:

a. Non-CDL Employees:

1. Reasonable Suspicion Testing: Employees will be tested when there is a reasonable suspicion that an employee is using or has used drugs or alcohol; the employee's job performance is impacted; or other employees safety and health are placed in danger.

ARTICLE 29: DRUG-FREE WORK PLACE POLICY (continued):

Section 2-a. (continued):

2. Follow-up Testing: All employees who have been determined to have used drugs or alcohol and are permitted by the City to return to work will be subject to six (6) unannounced follow-up drug tests for a period of two (2) years following return to work.

3. Additional Testing: Additional testing may also be conducted as required by applicable State or Federal laws, rules or regulations.

4. Following any vehicular or industrial accident or serious safety incident occurring on duty pursuant to Chapter 440 of the Florida Statutes, shall be tested for drugs and/or alcohol.

b. CDL Employees:

The Omnibus Transportation Act applies to all drivers of commercial motor vehicles (CMV's) required to obtain a commercial drivers' license (CDL). In addition to the types of testing listing above, beginning January 1, 1995, the Omnibus Transportation Act will require random and return-to-duty testing. The City of Riviera Beach will comply with the requirements of the Omnibus Transportation Act.

1. Random Testing:

The Omnibus Transportation Act requires all operators of CMV's to be randomly tested for controlled substances and alcohol beginning January 1, 1995. It applies to all drivers required to obtain a commercial drivers' license (CDL).

ARTICLE 29: DRUG-FREE WORK PLACE POLICY (continued):

Section 2-b. (continued):

2. Return-to-Duty Testing:

a. The City shall ensure that before a driver returns to duty requiring the performance of a safety-sensitive function after an alcohol concentration test result of 0.04 or greater, the driver shall undergo a return-to-duty alcohol test with a result indicating an alcohol concentration of less than 0.02.

b. The City shall ensure that before a driver returns to duty requiring the performance of a safety-sensitive function after testing positive for the use of controlled substances, the driver shall undergo a return-to-duty controlled substances test with a result indicating a verified negative result for controlled substances use. The employee shall attend and successfully complete the City's Employee Assistance Program. Otherwise, the employee will be subject to discipline up to and including termination.

c. The City shall ensure that before a driver returns to duty requiring the performance of a safety-sensitive function, the driver shall undergo a return-to-duty alcohol test with the result indicating an alcohol concentration of less than 0.02 after engaging in the following prohibited conduct:

(1) Being on duty or operating a CMV while possessing unmanifested alcohol;

(2) Using alcohol while performing safety-sensitive function;

(3) Performing safety-sensitive functions within four (4) hours after using alcohol;

ARTICLE 29: DRUG-FREE WORK PLACE POLICY (continued):

Section 2-c. (continued):

(4) Using alcohol within eight (8) hours following an accident, or before undergoing a post-accident alcohol test, whichever occurs first; or

(5) Refusing to submit to a post-accident alcohol test, a random alcohol test, a reasonable suspicion alcohol test, or a follow-up alcohol test.

d. The City shall ensure that before a driver returns to duty requiring the performance of a safety-sensitive function, the driver shall undergo a return-to-duty controlled substances test with a result indicating a verified negative result for controlled substances use after engaging in the following prohibited conduct:

(1) Reporting for duty or remaining on duty requiring the performance of safety-sensitive functions when the driver uses any controlled substance, except when the use is pursuant to the instructions of a physician who has advised the driver that the substance does not adversely affect the driver's ability to safely operate a CMV; or

(2) Refusing to submit to a post-accident controlled substance test, a random controlled substance test; a reasonable suspicion controlled substance test, or a follow-up controlled substance test.

3. Post Accident Testing:

Following any vehicular or individual accident or serious safety incident occurring on duty pursuant to Chapter 440 of the Florida Statutes and the Federal Omnibus Transportation Act of 1991, shall be tested for drugs and/or alcohol.

ARTICLE 29: DRUG-FREE WORK PLACE POLICY (continued):

Section 3. Alcohol and Drug Use Prohibitions:

a. The use, sale, purchase, possession, distribution, or dispensing of drugs or alcohol on duty or on City property is cause for immediate discharge.

b. It is against City policy to report to work or work under the influence of alcohol or drugs. Employees who violate this policy are subject to discipline up to and including discharge. In the case of a first-time violation of the City's policy, including a positive drug or alcohol test result (without evidence of use, sale, possession, distribution, dispensation, or purchase of drugs or alcohol on City property or while on duty), the employee will be subject to discipline up to and including discharge. Employee shall attend and successfully complete the City's Employee Assistance Program; otherwise, the employee will be subject to disciplinary action up to and including termination.

c. For the purpose of this policy, an individual is presumed to be under the influence of alcohol or drugs if an alcohol or drug test is positive.

d. The City may suspend with pay, however, upon positive initial confirmation of the drug test results, the City may suspend employees without pay under this policy pending the results of any further drug testing or investigations.

Section 4. All information, interviews, reports, statement memoranda and drug test results, written or otherwise, received by the City as part of this drug testing program are confidential communications. Unless authorized by State laws, rule or regulations, the City will not release such information without a written consent form signed voluntarily by the person tested.

ARTICLE 29: DRUG-FREE WORK PLACE POLICY (continued):

Section 5. A Drug Use Information form is a confidential report which must be filled out by employees both before and after being drug tested. This form permits individuals to provide to the Medical Review Officer a list of all prescription and non-prescription drugs they are currently using or have used in the last month, as well as any other information they consider relevant to the test.

Section 6: Prior to testing, the employee will be given a list of the most common medications by brand name or common name and chemical name which may alter or affect a drug test.

Section 7: Any employee who refuses to submit to a drug test may be terminated from employment. An injured employee who refuses to submit to a drug test, or has a positive confirmation test, in addition to the above, may forfeit his eligibility for all workers' compensation medical and indemnity benefits pursuant to the laws.

Section 8: A list of names, addresses, and telephone numbers of employee assistance programs and local alcohol and drug rehabilitation programs available to employees will be provided upon request.

Section 9: An employee who receives a positive confirmed drug test result may contest or explain the results to the Employer within five (5) days after written notification of the positive test result. If an employee's explanation or challenge is unsatisfactory to the Employer, the person may contest the test results and an investigation will be conducted.

ARTICLE 29: DRUG-FREE WORK PLACE POLICY (continued):

Section 10: An employee has the responsibility of notifying the drug testing laboratory of any administrative or civil action brought pursuant to Chapter 440, Florida Statutes. The lab will maintain the sample until the case or administrative appeal is settled.

Section 11: The following is a list of all drugs for which the Employer may test:

<u>DRUG</u>	<u>CUTOFF N/ML</u>
Alcohol	
Barbiturates	300
Benzodiazepines	300
Cannabinoid	50
Cocaine	300
Amphetamines	1000
Methaqualone	300
Opiates (including heroin)	300
Phencyclidine (PCP)	25

Section 12: Employees have the right to consult the testing laboratory for technical information regarding prescription and non-prescription medication.

Section 13: Details of this policy may be obtained from the Department of Human Resources.

Section 14: Employees, as a condition of employment, are required to abide by these guidelines.

Section 15: The City will pay for drug testing for all current employees.

ARTICLE 30: EMPLOYEES UNABLE TO PERFORM JOB DUTIES
FOLLOWING ON-THE-JOB INJURY, JOB-RELATED
ILLNESS/DISABILITY

a. Following an on-the-job injury, job-related illness, or job related disability, an employee has a maximum of twelve (12) months from the date last worked to return to the original duties of the employee's position, with or without reasonable accommodation. The employee's ability to perform the duties of a position is determined by the employee's physician and verified by the City's Risk Manager.

b. If an employee is unable to return to the essential duties of the employee's position with or without reasonable accommodation within twelve (12) months from the date last worked following an on-the-job injury, job-related illness, or job-related disability, the employee will be recommended for termination. A disabled employee will not be terminated if the employee can be reasonably accommodated in the employee's current position, in accordance with the guidelines of the Rehabilitation Act of 1973 as amended, and the Americans with Disabilities Act of 1990.

c. If an employee returns to work within the twelve (12) month period and has a subsequent recurrence of the same on-the-job injury, job-related illness or job-related disability, the total combined lost time from work may not exceed fourteen (14) months in the most recent twenty-four (24) month period.

d. On the first full day and the remainder of the week, full compensation coverage will be paid on any work connected injury or illness.

IN WITNESS WHEREOF, we have hereunto affixed our signatures
this 02 day of August, 2000.

FOR THE CITY OF RIVIERA BEACH:

BY: [Signature]
MAYOR

BY: _____
CITY MANAGER

BY: _____
WITNESS

FOR NATIONAL CONFERENCE OF
FIREMEN AND OILERS:

BY: [Signature]
UNION REPRESENTATIVE

BY: [Signature]
WITNESS

ATTEST:

[Signature]
CITY CLERK

REVIEWED FOR LEGAL SUFFICIENCY

[Signature]
CITY ATTORNEY
CITY OF RIVIERA BEACH

DATE: 7/12/00

RESOLUTION NO. 125-00

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF RIVIERA BEACH, PALM BEACH COUNTY, FLORIDA, APPROVING THE ISSUANCE OF INDUSTRIAL REVENUE BONDS FOR THE BENEFIT OF K-RAIN ENTERPRISES, LTD. AND/OR K-RAIN MANUFACTURING CORPORATION IN THE AMOUNT OF NOT TO EXCEED \$2,^{340,000}816,000; AUTHORIZING THE MAYOR TO EXECUTE A "NOTICE OF INTENT TO ISSUE BONDS AND REQUEST FOR WRITTEN CONFIRMATION"; AND PROVIDING AN EFFECTIVE DATE.

WHEREAS, K-Rain Enterprises, Ltd. and/or K-Rain Manufacturing Corporation (jointly and severally, the "Company"), seeks to finance a portion of the cost of equipment for the manufacturing of irrigation products (the "Project"), which is to be located within the City of Riviera Beach, Florida (the "Issuer"); and

WHEREAS, on August 2, 2000, the City Council of the Issuer held a public hearing with regard to the issuance of not to exceed \$2,^{340,000}816,000 aggregate principal amount of its industrial development revenue bonds (the "Bonds") to be used by the Company to finance the cost of the Project; and

WHEREAS, pursuant to the requirements of the Internal Revenue Code of 1986 (the "Code") as a prerequisite to the issuance of the Bonds it is necessary that the City Council approve the issuance thereof after said public hearing; and

WHEREAS, as part of the process for the issuance of the Bonds it is necessary to file with the State of Florida Division of Bond Finance a notice of intent to issue bonds and request for written confirmation.

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

Section 1. That the City Council hereby approves the issuance of the Bonds solely for the purpose of Section 147(f) of the Internal Revenue Code of 1986. No Bonds shall be issued except when and if authorized by subsequent resolution of the City Council.

Section 2. That the Mayor is authorized to execute the "Notice of Intent to Issue Bonds and Request for Written Confirmation" attached hereto as Exhibit A, with the line entitled "Requested Amount" completed with any dollar amount equal to or less than \$2,^{340,000}816,000 requested by the Company, and upon such execution to deliver the same to the Company for filing with the State of Florida.

Section 3. This Resolution shall take effect immediately upon its approval.

PASSED and APPROVED this 2nd day of August, 2000.

APPROVED:

W. S. Brown
MAYOR

[MUNICIPAL SEAL]

E. D. A. I.
CITY CLERK

Edward Rodgers
CHAIRPERSON

Elizabeth Wade
CHAIRPERSON PRO-TEM

David D. Schnyer

Donald K. Wilson

Sueva Blue
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 FOR LEGAL SUFFICIENCY
Pamela A. Rye
CITY ATTORNEY
CITY OF RIVIERA BEACH

DATE: 7/24/00

Division Serial No. _____
Prior Division Serial No. _____

STATE OF FLORIDA DIVISION OF BOND FINANCE
NOTICE OF INTENT TO ISSUE BONDS AND REQUEST FOR WRITTEN CONFIRMATION

PART I (to be completed by applicant)

Date: August 2, 2000

Name, address and phone number of person who prepared this Notice (confirmation or rejection will be sent to this person unless otherwise directed):

Name: Mark E. Raymond Phone: (561) 822-0380

Address: 625 North Flagler Drive; 9th Floor, West Palm Beach, FL 33401

Issuing Agency: City of Riviera Beach, Florida

Company (if applicable): K-Rain Manufacturing Corporation

Requested Amount: \$ \$2,900,000

Is this a Supplementary Notice? Yes _____ No X

Check one of the following:

Manufacturing Facility (as defined in Section 159.803(10), F.S.) X

Florida First Business Project (as defined in Section 159.803(11), F.S.)
(Governor's Office of Tourism, Trade and Economic Development certification must be attached) _____

Multifamily Housing _____ Single Family Housing _____ Other _____

(If "Other", specify) _____

Is this a Priority Project under State law? Yes _____ No X

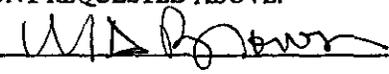
Purpose: Irrigation Manufacturing

s. 147(f) or similar IRC Approval Date: August 2, 2000

Approving Authority (Unit of Government): City of Riviera Beach, Florida

Contemplated Date(s) of Issue: On or before October 31, 2000

I HEREBY CERTIFY THAT THE ELECTED OFFICIAL OR VOTER APPROVAL REQUIRED PURSUANT TO 147(f) OF THE INTERNAL REVENUE CODE HAS BEEN OBTAINED ON THE DATE INDICATED ABOVE, AND THAT THE AMOUNT REASONABLY EXPECTED TO BE REQUIRED FOR THE FINANCING EQUALS AT LEAST 90% OF THE AMOUNT REQUESTED ABOVE.

Signature of Issuing Agency Official 

Issuing Agency Official - typed or printed Name and Title Michael D. Brown, Mayor

IMPORTANT! Legal Opinion (Section 159.805(1), F.S.) enclosed: X \$100.00 Filing Fee enclosed: X

PART II (to be completed by the Division of Bond Finance)

Received by: _____ Date and Time Received: _____

Adjusted Date Received (pursuant to Section 159.8081 or 159.8083, F.S.) _____

Status (confirmed or rejected): _____

Amount Confirmed: \$ _____ Confirmation Valid Through: _____

Amount Pending (if any): \$ _____ Comments: _____

Category of Confirmation: _____

Title: Director, Division of Bond Finance

ISSUER IS HEREBY ADVISED THAT THIS CONFIRMATION IS CONDITIONAL AND SHALL NOT BE CONSIDERED FINAL UNTIL AND UNLESS (1) THE DIVISION RECEIVES TIMELY NOTIFICATION OF ISSUANCE OF THE BONDS PURSUANT TO SECTION 159.805(5)(a), FLORIDA STATUTES, AND (2) THE DIVISION HAS ISSUED ITS FINAL CONFIRMATION OF ALLOCATION (FORM BF 2007-B) WITH RESPECT TO THE BONDS.