

RESOLUTION NO. 151-00

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF RIVIERA BEACH, PALM BEACH COUNTY, FLORIDA, APPROVING AN AGREEMENT BETWEEN THE CITY OF RIVIERA BEACH AND PALM BEACH COUNTY FOR RECEIVING COMMUNITY DEVELOPMENT BLOCK GRANT FUNDS AND AUTHORIZING THE MAYOR AND CITY CLERK TO EXECUTE THE AGREEMENT.

WHEREAS, on December 15, 1999 the City Council approved submitting an application to Palm Beach County for receiving funds under the Community Development Block Grant program; and

WHEREAS, the said application has been approved by Palm Beach County for funding in the amount of \$202,701.00; and

WHEREAS, The City and Palm Beach County desire to enter into an agreement to implement the Northwest Neighborhood Strategy Area Phase III Project.

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

SECTION 1. The agreement between the City of Riviera Beach and Palm Beach County for receiving Community Development Block Grant Fund is approved.

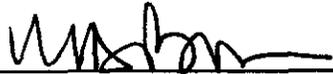
SECTION 2. The Mayor and City Clerk are authorized to execute the amended agreement.

SECTION 3. This funding be used to reconstruct West 35th Street from Old Dixie Highway to Avenue "O".

RESOLUTION NO. 151-00
PAGE TWO

PASSED AND APPROVED this 20th day of September 2000.

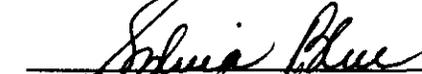
APPROVED:


MICHAEL D. BROWN, MAYOR

EDWARD RODGERS, CHAIRPERSON


ELIZABETH WADE, CHAIRPERSON PRO-TEM

[MUNICIPAL SEAL]


SYLVIA BLUE

ATTEST:


DAVID SCHNYER


CARRIE E. WARD, CMC/AE
CITY CLERK

DONALD R. WILSON

COUNCIL MEMBERS

MOTIONED BY: D. Schnyer

SECONDED BY: E. Wade

E. RODGERS aye

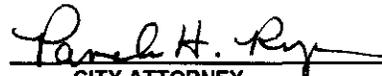
E. WADE aye

S. BLUE aye

D. SCHNYER aye

D. WILSON absent

REVIEWED AS TO LEGAL SUFFICIENCY


CITY ATTORNEY

DATE: 9/15/00

RESOLUTION NO. 152-00

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF RIVIERA BEACH, PALM BEACH COUNTY, FLORIDA, SUPPORTING HOUSING SERVICES OF PALM BEACH COUNTY TO BECOME A SPONSOR UNDER THE COMMUNITY CONTRIBUTION TAX CREDIT PROGRAM AND PROVIDING FOR AN EFFECTIVE DATE.

WHEREAS, the office of Tourism, Trade and Economic Development, Executive Office of the Governor is soliciting eligible sponsors to participate in the Community Contribution Tax Credit Program; and

WHEREAS, the Community Contribution Tax Credit Program provides an incentive (50%) tax credit to encourage Florida Corporations to make donations toward community development and low income housing projects; and

WHEREAS, Housing Services of Palm Beach County, a non-profit organization is submitting a proposal to become a sponsor under the Community Contribution Tax Credit Program; and

WHEREAS, the requirements for becoming a sponsor includes a resolution from the unit of local government supporting the proposed sponsor and attesting that the proposed project is consistent with local plans and regulations.

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

SECTION 1. The City Council of the City of Riviera Beach supports the Housing Services to be designated as sponsor under the Community Contribution tax Credit Program.

SECTION 2. The propose plan by Housing Services is consistent with the City of Riviera Beach's Comprehensive Plan.

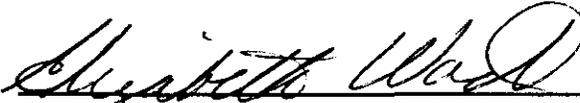
PASSED AND ADOPTED this 20TH day of September, 2000

APPROVED:


MICHAEL D. BROWN, MAYOR


EDWARD RODGERS, CHAIRPERSON

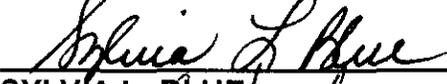
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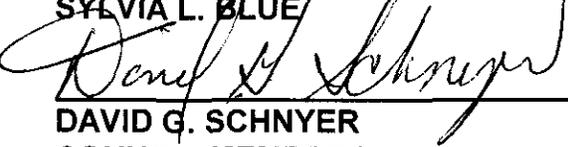

ELIZABETH WADE, CHAIR PRO-TEM

ATTEST:


CARRIE E. WARD, CMC/AAE
CITY CLERK

DONALD R. WILSON

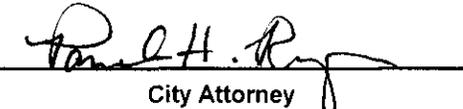

SYLVIA L. BLUE


DAVID G. SCHNYER
COUNCIL MEMBERS

Motioned By: D. Schnyer
Seconded By: E. Wade

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: 9/14/00

RESOLUTION NO. 153-00

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF RIVIERA BEACH, PALM BEACH COUNTY, FLORIDA, APPROPRIATING FUND BALANCE IN THE GENERAL FUND, PUBLIC WORKS, STREETS AND CANALS, UTILITIES-ELECTRICITY IN THE AMOUNT OF \$60,000.

WHEREAS, the City Council approved the Public Works Streets and Canals Electric-Utilities budget for fiscal year 1999-2000 in the amount of \$250,000.

WHEREAS, it is necessary at this time to appropriate an additional balance in the General Fund Account Number 001-1127-5410-4301.

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

SECTION 1. That the Finance Director is hereby authorized to appropriate fund balance as follows:

REVENUE

001-399-999	FUND BALANCE	\$60,000
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EXPENDITURE

001-1127-5410-4301	UTILITIES-ELECTRICITY	\$60,000
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PASSED AND APPROVED this 20th day of September, 2000.

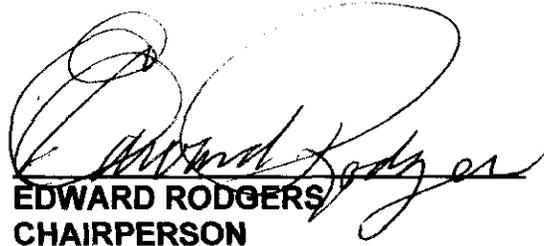
RESOLUTION NO. 153-00

PAGE: 2

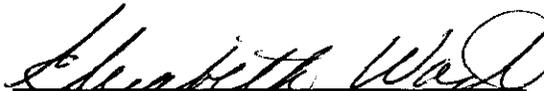
APPROVED:



MICHAEL D. BROWN,
MAYOR


EDWARD RODGERS
CHAIRPERSON

(MUNICIPAL SEAL)

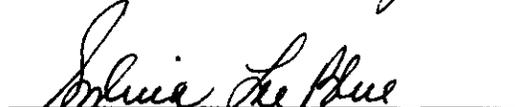

ELIZABETH WADE
CHAIR PRO-TEM

ATTEST:



CARRIE E. WARD, CMC/AE


DAVID G. SCHNYER


SYLVIA LEE BLUE

DONALD R. WILSON
COUNCIL MEMBERS

MOTIONED BY: D. Schnyer

SECONDED BY: E. Wade

E. RODGERS aye

E. WADE aye

G. SCHNYER aye

S. BLUE aye

D. WILSON absent

REVIEWED AS TO LEGAL SUFFICIENCY


PAMELA H. ROY
CITY ATTORNEY
CITY OF RIVIERA BEACH

DATE: 9/14/00

RESOLUTION NO. 154-00

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF RIVIERA BEACH, PALM BEACH COUNTY, FLORIDA, AUTHORIZING THE FINANCE DEPARTMENT TO REDUCE THE ACCOUNTS RECEIVABLE BALANCE AND THE ALLOWANCE FOR BAD DEBTS BY THE AMOUNT OF \$75,977.85; PROVIDING FOR AN EFFECTIVE DATE AND FOR OTHER PURPOSES.

WHEREAS, staff believes these water and sewer utility and trash collection accounts have a very low probability of collection; and

WHEREAS, adjustment to the accounting records is required by Generally Accepted Accounting Principles (GAAP); and

WHEREAS, collection efforts will continue unless the accounts have been legally discharged;

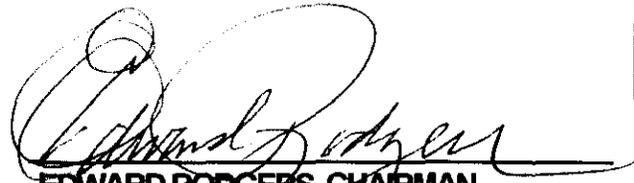
NOW, THEREFORE, BE IT RESOLVED BY THE CITY COUNCIL OF THE CITY OF RIVIERA BEACH, PALM BEACH COUNTY, FLORIDA as follows:

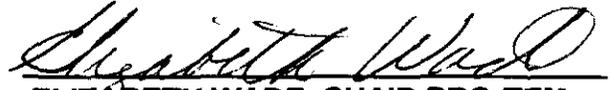
SECTION 1. The Finance Department is hereby authorized to adjust the Utilities' Accounts Receivable and Allowance For Bad Debts by \$75,977.85.

PASSED AND ADOPTED this 20th day of September, 2000.

APPROVED:


MICHAEL D. BROWN, MAYOR


EDWARD RODGERS, CHAIRMAN

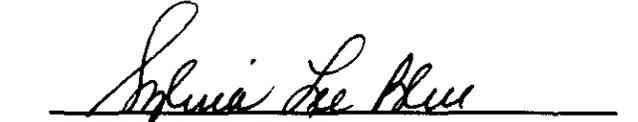

ELIZABETH WADE, CHAIR PRO-TEM

(MUNICIPAL SEAL)

DONALD R. WILSON

ATTEST:


CARRIE E. WARD, CMC/AE
CITY CLERK


SYLVIA LEE BLUE

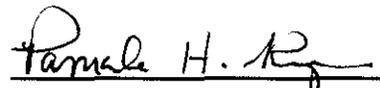
DAVID G. SCHNYER
COUNCILMEMBERS

MOTIONED BY: E. Wade

REVIEWED AS TO LEGAL SUFFICIENCY

SECONDED BY: S. Blue

E. RODGERS aye


CITY ATTORNEY
CITY OF RIVIERA BEACH

E. WADE: aye

D. WILSON: absent

DATE: 9/6/00

S. BLUE: aye

D. SCHNYER: aye

RESOLUTION NO. 155-00

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF RIVIERA BEACH, PALM BEACH COUNTY, FLORIDA ACCEPTING FUNDS IN THE AMOUNT OF \$98,146.00 FROM THE FLORIDA DEPARTMENT OF JUVENILE JUSTICE UNDER THE COMMUNITY PARTNERSHIP GRANT PROGRAM (A); AUTHORIZING THE TRANSFER OF \$49,279.00 AS MATCHING FUNDS. TOTAL PROGRAM FUNDS ARE \$147,425.00; AUTHORIZING THE FINANCE DIRECTOR TO SET UP A BUDGET FOR SAME.

WHEREAS, the Florida Department of Juvenile Justice has established the Community Partnership Grant Program; and

WHEREAS, the Community Partnership Grant Program will fund year round out-of-school programs which includes the school year, summer, and school breaks, including weekends, summer and holidays. The program is to be comprehensive and integrate with existing programs. The targeted population is middle school students or youth transitioning from elementary to middle school.

WHEREAS, the City has applied for a grant to assist with out-of-school programs at JFK Middle, Washington Elementary and Lincoln Elementary Schools.

WHEREAS, the City has been awarded grant funds in the amount of \$98,146.00 and requires matching funds in the amount of \$49,279.00. Total program funds are \$147,425.00.

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

SECTION 1. That the staff is authorized to accept funds in the amount of \$98,146.00 from the Florida Department of Juvenile Justice Community Partnership Grant Program.

SECTION 2. That the Finance Director is authorized to transfer matching funds in the amount of \$49,279.00 from the General Fund Contingency account.

SECTION 3. That the Finance Director is authorized to set up a budget of \$147,425.00 for the Florida Department of Juvenile Justice Community Partnership Grant Program and establish account numbers for same.

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

PASSED AND APPROVED this 20th day of September, 2000.

APPROVED:


MICHAEL D. BROWN, MAYOR


EDWARD RODGERS, CHAIRPERSON

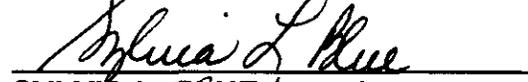
[MUNICIPAL SEAL]


ELIZABETH WADE, CHAIR PRO-TEM

ATTEST:


CARRIE E. WARD, CMC/AEE
CITY CLERK


DONALD R. WILSON


SYLVIA L. BLUE


DAVID G. SCHNYER
COUNCIL MEMBERS

MOTIONED BY: D. Schnyer

SECONDED BY: E. Wade

E. RODGERS aye

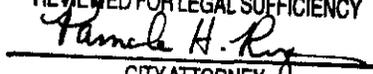
E. WADE aye

D. WILSON absent

S. BLUE aye

D. SCHNYER aye

dw/

REVIEWED FOR LEGAL SUFFICIENCY

CITY ATTORNEY
CITY OF RIVIERA BEACH

DATE: 9/15/00

RESOLUTION NO. 156-00

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF RIVIERA BEACH, PALM BEACH COUNTY, FLORIDA ACCEPTING FUNDS IN THE AMOUNT OF \$93,104.00 FROM THE FLORIDA DEPARTMENT OF JUVENILE JUSTICE UNDER THE COMMUNITY PARTNERSHIP GRANT PROGRAM (B). THE GRANT PROGRAM REQUIRES \$30,536.00 IN MATCHING FUNDS. TOTAL PROGRAM FUNDS ARE \$123,640.00; ALSO AUTHORIZING THE FINANCE DIRECTOR TO SET UP A BUDGET FOR SAME.

WHEREAS, the Florida Department of Juvenile Justice has established the Community Partnership Grant Program; and

WHEREAS, the Community Partnership Grant Program will fund year round out-of-school programs which includes the school year, summer, and school breaks, including weekends, summer and holidays. The program is to be comprehensive and integrate with existing programs. The targeted population is middle school students or youth transitioning from elementary to middle school; and

WHEREAS, the City has applied for a grant to assist with out-of-school programs at JFK Middle, Washington Elementary and Lincoln Elementary Schools; and

WHEREAS, the City has been awarded grant funds in the amount of \$93,104.00 with a required match of \$30,536.00. Total program funds are \$123,640.00.

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

SECTION 1. That the staff is authorized to accept funds on behalf of the City in the amount of \$93,104.00 from the Florida Department of Juvenile Justice Community Partnership Grant Program.

SECTION 2. That the Finance Director is authorized to set up a budget for the Florida Department of Juvenile Justice Community Partnership Grant Program and establish account numbers for same.

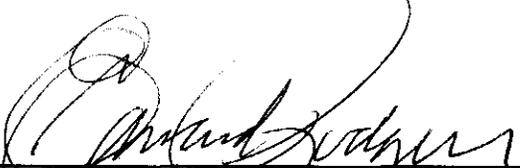
SECTION 3. This resolution shall take effect upon its passage and approval by the City Council.

RESOLUTION NO. 156-00
PAGE 2

PASSED AND APPROVED this 20th day of September, 2000.

APPROVED:

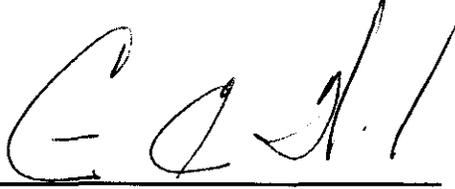

MICHAEL D. BROWN, MAYOR

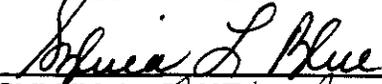

EDWARD RODGERS, CHAIRPERSON

[MUNICIPAL SEAL]


ELIZABETH WADE, CHAIR PRO-TEM

ATTEST:


CARRIE E. WARD, CMC/AEE
CITY CLERK

DONALD R. WILSON

SYLVIA L. BLUE

DAVID G. SCHNYER
COUNCIL MEMBERS

MOTIONED BY: D. Schnyer

SECONDED BY: E. Wade

E. RODGERS aye

E. WADE aye

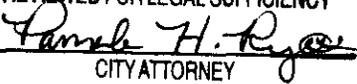
D. WILSON absent

S. BLUE aye

D. SCHNYER aye

dw/

REVIEWED FOR LEGAL SUFFICIENCY


CITY ATTORNEY

CITY OF RIVIERA BEACH

DATE: 9/14/00

RESOLUTION NO. 157-00

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF RIVIERA BEACH, PALM BEACH COUNTY, FLORIDA, AUTHORIZING THE PURCHASE OF 15 NOTEBOOK COMPUTERS THROUGH STATE OF FLORIDA SNAPS II CONTRACT #2501937-1 WITH COMARK GOVERNMENT & EDUCATION SALES OF TALLAHASSEE, FLORIDA, IN THE AMOUNT OF \$48,141; AND AUTHORIZING THE FINANCE DIRECTOR TO MAKE PAYMENT FROM THE LOCAL LAW ENFORCEMENT BLOCK GRANT 98 FUND (113-0822-5210-6405); AND PROVIDING AN EFFECTIVE DATE.

WHEREAS, the new Panasonic Toughbook 71 Notebook (laptop) computers for the Police Department are required to further implement the VisionAIR Public Safety software solution previously approved by City Council; and

WHEREAS, the Information Services division contacted several computer vendors and resellers in an effort to receive the best possible laptop quality, price and maintenance coverage; and

WHEREAS, the City received four quotes of which Comark Government & Education Sales offered the best overall value consisting of product quality, price and warranty service; and

WHEREAS, the new laptop computers, in conjunction with the VisionAIR software, will provide Police employees with a robust and efficient Public Safety solution; and

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

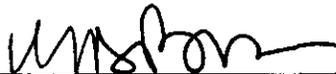
Section 1. The quote from Comark Government & Education Sales is accepted and the Police Department is authorized to purchase 15 laptop computers at a cost of \$48,141.

Section 2. Payments for same shall be made from the Police Department's Local Law Enforcement Block Grant-98 (113-0822-5210-6405).

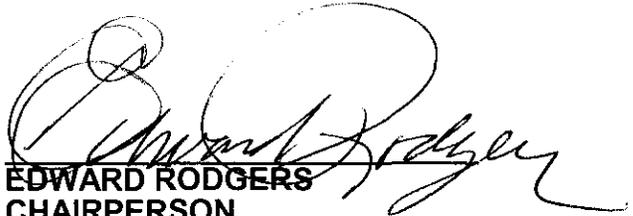
Section 3. This resolution shall take effect upon its passage and adoption by the City Council.

PASSED AND APPROVED this 20th day of September, 2000.

APPROVED:



MICHAEL D. BROWN
MAYOR



EDWARD RODGERS
CHAIRPERSON

(MUNICIPAL SEAL)

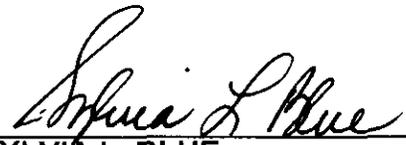
ATTEST:



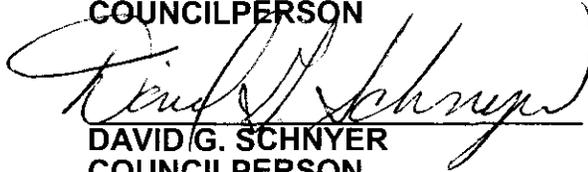
CARRIE E. WARD, CMC/AE
CITY CLERK



ELIZABETH K. WADE
CHAIR PRO TEM



SYLVIA L. BLUE
COUNCILPERSON



DAVID G. SCHNYER
COUNCILPERSON

DONALD R. WILSON
COUNCILPERSON

MOTIONED BY: D. Schnyer

SECONDED BY: E. Wade

E. RODGERS	<u>aye</u>
E. WADE	<u>aye</u>
S. BLUE	<u>aye</u>
D. SCHNYER	<u>aye</u>
D. WILSON	<u>absent</u>

REVIEWED AS TO LEGAL SUFFICIENCY



CITY ATTORNEY
CITY OF RIVIERA BEACH

DATE: 9/15/00

RESOLUTION NO. 158-00

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF RIVIERA BEACH, PALM BEACH COUNTY, FLORIDA, AUTHORIZING THE PURCHASE OF THIRTY TWO PERSONAL COMPUTERS FROM MIDWEST MICRO CORPORATION OF FLETCHER, OHIO, IN THE AMOUNT OF \$36,000, AND AUTHORIZING THE FINANCE DIRECTOR TO MAKE PAYMENT FROM THE FOLLOWING ACCOUNTS: CAPITAL IMPROVEMENT FUND (305-0307-5130-6405), \$27,000; LOCAL LAW ENFORCEMENT BLOCK GRANT 98 FUND (113-0822-5210-6405), \$9,000; AND PROVIDING AN EFFECTIVE DATE.

WHEREAS, the new personal computers are required to further implement the City's American Data Group (Public Administration) and VisionAIR (Public Safety) software suites approved by City Council; and

WHEREAS, the Information Services division contacted several vendors and resellers in an effort to receive the best possible computer quality, price and warranty service; and

WHEREAS, the City received three quotes of which Midwest Micro offered the best overall value consisting of product quality, price and warranty service; and

WHEREAS, the computer systems, in conjunction with the American Data Group and VisionAIR software, will help increase employee efficiency and productivity; and

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

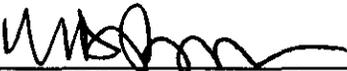
Section 1. The quote from Midwest Micro is accepted and the City Manager is authorized to purchase 32 computers at a cost of \$36,000.

Section 2. Payments for same shall be made from budget accounts 305-0307-5130-6405 (24 PCs, \$27,000) and 113-0822-5210-6405 (8-PCs, \$9,000).

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

PASSED AND APPROVED this 20th day of September, 2000.

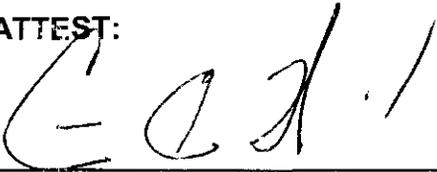
APPROVED:


MICHAEL D. BROWN
MAYOR

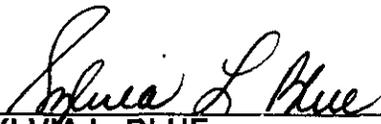

EDWARD RODGERS
CHAIRPERSON

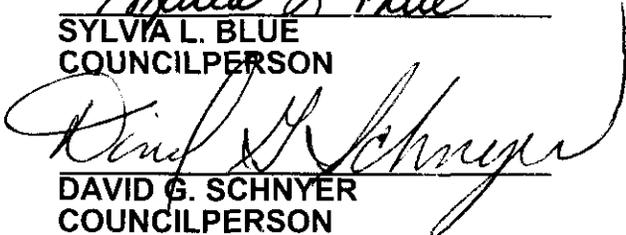
(MUNICIPAL SEAL)

ATTEST:


CARRIE E. WARD, CMC/AE
CITY CLERK


ELIZABETH K. WADE
CHAIR PRO TEM


SYLVIA L. BLUE
COUNCILPERSON


DAVID G. SCHNYER
COUNCILPERSON

DONALD R. WILSON
COUNCILPERSON

MOTIONED BY: D. Schnyer

SECONDED BY: E. Wade

E. RODGERS	<u>aye</u>
E. WADE	<u>aye</u>
S. BLUE	<u>aye</u>
D. SCHNYER	<u>aye</u>
D. WILSON	<u>absent</u>

REVIEWED AS TO LEGAL SUFFICIENCY


Pamela H. Ryan
CITY ATTORNEY
CITY OF RIVIERA BEACH

DATE: 9/15/00

RESOLUTION NO. 159-00

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF RIVIERA BEACH, PALM BEACH COUNTY, FLORIDA, APPROVING THE RIVIERA BEACH PUBLIC LIBRARY LONG RANGE PLAN FOR A THREE-YEAR PERIOD COMMENCING OCTOBER 1, 2000 AN ENDING SEPTEMBER 30, 2003 TO RECEIVE FINANCIAL AID FROM THE STATE LIBRARY FUND TO ENHANCE THE SERVICES AND RESOURCES OF THE LIBRARY.

WHEREAS, the State Library requires a long-range plan outlining the Library's operation and development over a three-year period. The plan must be adopted and approved by the Library's governing body to receive state aid.

WHEREAS, the State Aid for Public Libraries Law is to aid and encourage the establishment and development of free library service through grants to eligible Libraries for users to receive Library service.

WHEREAS, the long-range plan will provide a pattern for the growth of the Library over the next three years.

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

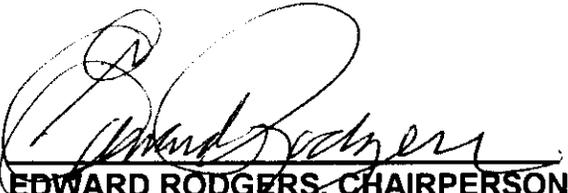
Section 1. That the City Council approves the long-range plan submitted by the Library to receive Financial Aid from the State Library Florida.

Section 2. That this resolution takes effect immediately upon passage and approval by the Riviera Beach City Council.

PASSED and ADOPTED this 20th day of September 2000

APPROVED:


MICHAEL D. BROWN, MAYOR


EDWARD RODGERS, CHAIRPERSON

Attest:


ELIZABETH WADE, CHAIR PRO-TEM

(MUNICIPAL SEAL)

DONALD R. WILSON

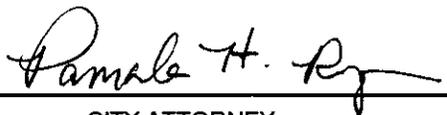

SYLVIA LEE BLUE


CARRIE E. WARD, CMC/AAE
CITY CLERK


DAVID G. SCHNYER
COUNCIL MEMBERS

MOTIONED BY:	<u>E. Wade</u>
SECONDED BY:	<u>S. Blue</u>
E. RODGERS	<u>aye</u>
E. WADE	<u>aye</u>
D. WILSON	<u>absent</u>
S. BLUE	<u>aye</u>
D. SCHNYER	<u>aye</u>

REVIEWED AS TO LEGAL
SUFFICIENCY


CITY ATTORNEY
CITY OF RIVIERA BEACH

RESOLUTION NO. 160-00

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF RIVIERA BEACH, PALM BEACH COUNTY, FLORIDA AUTHORIZING THE MAYOR AND CITY CLERK TO EXECUTE THE RENEWAL AGREEMENT WITH ARTHUR J. GALLAGHER/MCKINLEY FINANCIAL SERVICES AND GALLAGHER BASSETT SERVICES TO PROVIDE A COMPREHENSIVE PROTECTED SELF-INSURANCE PROGRAM INCLUDING CLAIMS ADMINISTRATION AND LOSS CONTROL SERVICES AND AUTHORIZING THE FINANCE DIRECTOR TO MAKE PAYMENTS FROM ACCOUNT NO. 602-0305-5130-3101 AND 1405-4501-4508-4509 IN THE AMOUNT OF \$90,319 TO GALLAGHER BASSETT SERVICES FOR CLAIMS ADMINISTRATION AND \$657,697 TO ARTHUR J. GALLAGHER FOR RISK PACKAGE FIXED COSTS.

WHEREAS, the City is in need of its Worker's Compensation/Liability and Property/Casualty Protected Self-Insurance Program to be renewed for one year (2000-2001); and

WHEREAS, a partnership proposal from Arthur J. Gallagher/Mckinley Financial Services/Gallagher Bassett Services provide the costs and services which best serve the City of Riviera Beach's interest at a total fixed cost of \$657,697; and

WHEREAS, Gallagher Bassett Services Inc. has submitted a renewal proposal for a total estimated cost of \$90,319.

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 and Agreement with Arthur J. Gallagher/McKinley Financial Services/Gallagher Bassett Services to provide a comprehensive protected Self-Insurance Program including claims administration and loss control services.

SECTION 2. That the Finance Director is authorized to make payment from account No. 602030551303101-1405-4501-4508-4509 in the amount of \$657,697 to Arthur J. Gallagher and \$90,319 to Gallagher Bassett.

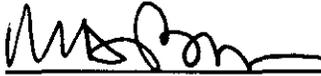
RESOLUTION NO. 160-00
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SECTION 3. A copy of the Agreement is attached hereto and made a part hereof.

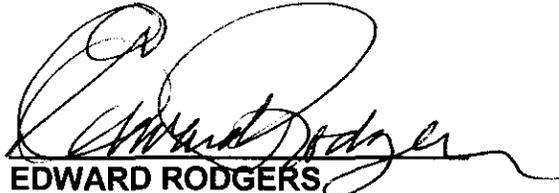
SECTION 4. This Resolution shall take effect upon its passage and adoption.

PASSED AND ADOPTED this 20th day of September,
2000.

APPROVED:



MICHAEL D. BROWN



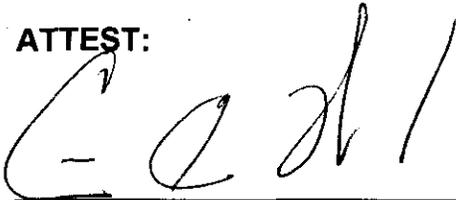
EDWARD RODGERS
CHAIRPERSON

(MUNICIPAL SEAL)



ELIZABETH K. WADE
CHAIRPERSON PRO TEM

ATTEST:



CARRIE E. WARD, CMC/AEE
CITY CLERK

DONALD R. WILSON



SYLVIA LEE BLUE



DAVID SCHNYER
COUNCIL MEMBERS

RESOLUTION NO. 160-00
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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

Parade H. King
CITY ATTORNEY
CITY OF RIVIERA BEACH

DATE 9/15/00



GALLAGHER BASSETT SERVICES, INC.

CONTRACT FOR SERVICES

PARTIES

City of Riviera Beach, Florida (hereinafter "CLIENT") hereby retains Gallagher Bassett Services, Inc. (hereinafter "GB") to perform the services listed on Schedule V.

TERM

This contract shall be in effect from 10/1/00 to 10/1/01 and shall remain in full force and effect unless amended or terminated.

ATTACHMENTS

Attached hereto and made a part hereof are the following schedules:

- I. OBLIGATIONS OF THE PARTIES
- II. BANKING
- III. TERMS AND CONDITIONS
- IV. DEFINITIONS
- V. SERVICES AND FEES

CITY OF RIVIERA BEACH, FLORIDA

GALLAGHER BASSETT SERVICES, INC.

By: 
MICHAEL D. BROWN

By: 
ROBERT MASON

Title: MAYOR

CHIEF FINANCIAL OFFICER

Date: 9/20/00

Date: 9/14/00

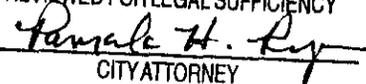
ADDRESS: 600 W. Blue Heron Blvd.
Riviera Beach, FL 33404

ADDRESS: Two Pierce Place
Itasca, IL 60143-3141

ATTEST

REVIEWED FOR LEGAL SUFFICIENCY

 9/20/00


CITY ATTORNEY
CITY OF RIVIERA BEACH

CARRIE E. WARD, CMC/AAE
CITY CLERK

DATE: 9/15/00

SCHEDULE I

OBLIGATIONS OF THE PARTIES

A. Obligations of GB

GB agrees to perform the following services:

1. With regard to Claims Administration, GB shall:
 - a. Review each claim and loss report submitted by the CLIENT during the term of this contract.
 - b. Conduct an investigation of each qualified claim or loss to the extent deemed necessary by GB.
 - c. Maintain a file for each qualified claim or loss which shall be available for review by the CLIENT.
 - d. Adjust, settle or resist all qualified claims or losses:
 - 1) within the stated discretionary settlement authority limit;
 - 2) with specific approval of the CLIENT, if outside the stated authority limit.
 - e. Perform necessary and customary administrative and clerical work in connection with each qualified claim or loss, including the preparation of checks or vouchers, releases, agreements and other documents needed to finalize a claim.
 - f. Establish and update claim reserves as needed.
 - g. Assist the CLIENT in establishing a banking arrangement for loss and expense payments as set forth in Schedule II.
 - h. Notify CLIENT, CLIENT's agent or carriers, as designated by the CLIENT, of all qualified claims or losses which may exceed the CLIENT's retention and, if requested, provide information on the status of those claims or losses.
 - i. Coordinate investigations on litigated claims with attorneys representing the CLIENT and with representatives of the excess carrier, as required. It is expressly understood that all legal costs and loss payments will be charged to the CLIENT.
 - j. Have GB's internal Product Support staff review large and unusual claims at no additional cost to the CLIENT, unless specified in Schedule V.
 - k. Investigate and pursue subrogation possibilities on behalf of the CLIENT in all states permitting subrogation. Funds received from all subrogation collections shall be considered revenue of the CLIENT.
 - l. Maintain an automated loss and information system, and provide the CLIENT with reports from RISX-FACS® as set forth in Schedule V.
 - m. Provide forms, as determined by GB, needed to administer the CLIENT's program.
 - n. Provide additional ad hoc information, analysis, reports and services on a time and expense basis.
 - o. Assist the CLIENT in selecting appropriate experts or specialists as the claims may require.
 - p. Provide personnel needed to perform the services agreed to herein.

2. With respect to Self-Insurance Qualification, GB shall assist the CLIENT in the filing of periodic reports and renewal applications required by state administrative agencies. All fees and assessments in connection with such are the obligation of the CLIENT.
3. With regard to Risk Control Consulting and Appraisals, GB shall provide the services set forth in Schedule V.
4. Provide other services as set forth in Schedule V.

B. Obligations of CLIENT

1. CLIENT shall pay GB for services the annual sum set forth on Schedule V, as agreed to under the "Billing and Payment Terms" section. At the end of each contract period, the annual compensation shall be subject to adjustment.

Where applicable, GB shall audit the claim counts at the 18th, 24th, 36th and 48th month. CLIENT shall pay GB any additional fees due as a result of these audits as specified under the Billing and Payment Terms section in Schedule V.

2. CLIENT shall provide funds for the payment of qualified claims or losses, allocated loss expenses, and any Managed Care fees, if applicable. GB shall not be required to advance funds to pay losses, allocated loss expenses, bank charges, or Managed Care fees.
3. Fees are payable upon receipt of invoice. GB reserves the right to charge 1% per month, or the maximum legal rate, on balances unpaid after 30 days.

SCHEDULE II

BANKING - SIMMS

GB will provide an on-line check issuance and banking communication system known as "APACS", which provides for automated payments and control. The account will be funded with Citibank to administer a SIMMS cash management program. Such cash management program will deal directly with the funding program of the CLIENT's banking facility.

GB will assist the CLIENT in establishing the initial imprest/opening balance of the fund. The details of the CLIENT's program are set forth in a letter agreement between the CLIENT, Citibank N.A. and Arthur J. Gallagher & Co. (GB) (hereafter the "Account Parameter Agreement"). In addition, GB will analyze the account from time to time and will submit advisory reports, including any excess or deficiencies to the imprest/opening balance. As a result of the advisories, the CLIENT agrees to fund any imprest increase within 30 days of notification. Changes to the frequency of funding and/or imprest/opening balance will require the execution of a new Account Parameter Agreement. GB will charge an annual fee, subject to audit, for these services.

It is expressly understood that GB shall not be required to advance its own funds to pay any of the CLIENT's obligations.

In the event of cancellation or nonrenewal of this contract, CLIENT agrees to fund Citibank in an amount sufficient to fund all of the CLIENT's outstanding obligations.

If, at any time, CLIENT fails to provide adequate funding, GB shall issue "stop payment" orders on outstanding payments. CLIENT agrees to indemnify GB for any losses resulting from CLIENT's failure to fund its obligations. Any bank charges resulting from inadequate funding including, but not limited to, interest, stop payment charges and overdraft fees shall be the obligations of the CLIENT and shall be billed to the CLIENT when known.

GB shall have the right to convert the CLIENT's program to either daily clearance or voucher upon 48 hours notice to the CLIENT.

SCHEDULE III

TERMS AND CONDITIONS

- A. Discretionary Settlement Authority - The limit on any settlement payment by GB shall be as set forth in Schedule V. It is agreed that GB shall have full authority in all matters pertaining to the payment, processing, investigation and administration of qualified claims or losses within this limit. Failure of GB to settle a qualified claim or loss within such limit shall not subject GB to liability to any party in the event of an adverse judgment entered by any court or the settlement of such claim or loss for an amount in excess of such limit.
- B. Terms of Cancellation or Nonrenewal - Either party shall have the right to cancel or renegotiate the contract after each contract period by giving the other party written notice of intent to cancel or renegotiate at least sixty (60) days in advance. If timely notice of cancellation is given, this contract shall terminate upon the expiration of the current term.

Unless stated otherwise in Schedule V, GB agrees that all claim files for claims incurred during the contracted periods will be handled for no additional fees for as long as the CLIENT continues to renew at least 50% of its program under this Agreement. In the event of cancellation or nonrenewal of 50% or more of this program, GB will continue to manage all pending run-off claims, and run-off claims occurring in this service term but not reported prior to the date of termination only if CLIENT pays GB within established terms, to continue handling open claims, at GB's prevailing rate on the date of termination. A reduced RISX-FACS® reporting package will be provided at the CLIENT's expense. Banking and administration fees will be charged to the CLIENT as long as GB handles the claims.

Should the CLIENT elect to have the files returned to them, GB will provide a tape or paper copy of the claim information in RISX-FACS® at GB's prevailing rate on the date of termination. Upon delivery of this information to CLIENT, claim information may be deleted from the system.

If the CLIENT fails to pay any amounts billed, including but not limited to GB's service fee during the contract period; audit billings per Schedule I, Section B, 1, Paragraph 2; the service fee to continue handling claims past termination date or bank charges, within 30 days, GB shall have the right to terminate the contract by giving the CLIENT ten (10) days' notice in writing. After receipt of payment of all fees due, GB will then return all files to the CLIENT in an orderly manner. Costs for file transfer shall be the obligation of the CLIENT.

- C. Sole Claims Administrator - During the terms of this Agreement and except as otherwise agreed to by the parties hereto, CLIENT agrees that GB shall be the sole claims administrator with respect to CLIENT's program and that all new claims under CLIENT's program shall be forwarded to GB. CLIENT further agrees not to self-administer or adjust any such claims or to forward any such claims to any other service organization or individual without GB's prior written consent.
- D. Practice of Law - GB will not perform any services which may constitute the unauthorized practice of law.
- E. Mutual Indemnification - GB agrees to defend, indemnify, protect, save and keep harmless CLIENT from any and all loss, cost, damage or exposure arising from the negligent acts or omissions of GB.

CLIENT agrees to defend, indemnify, protect, save and keep harmless GB from any and all loss, cost, damage or exposure arising from the negligent acts or omissions of CLIENT.

The foregoing indemnification provisions shall survive termination of this Agreement.

- F. Notices - Any notice required to be given under this contract shall be sent by certified mail to the following in the case of GB:

Mr. Robert Mason
Chief Financial Officer
Gallagher Bassett Services, Inc.
The Gallagher Centre
Two Pierce Place
Itasca, IL 60143-3141

and in the case of the CLIENT:

Ms. Doretha Perry
Human Resource Director
City of Riviera Beach
600 W. Blue Heron Blvd.
Riviera Beach, FL 33404

- G. Successors/Affiliates - This contract shall be binding upon and shall inure to the benefit of all assigns, transferees and successors in interest of the parties. The services to be provided by GB hereunder may be provided in whole or in part by any affiliated entity of GB, at the sole discretion of GB. In such event, the terms of this Agreement shall be binding upon and shall inure to the benefits of such affiliated entity.
- H. Modification - This contract represents the entire Agreement between the parties and may be modified only in writing. GB reserves the right to modify fees if:
- It is determined that the historical data upon which GB's fees and service charges developed were based upon erroneous, obsolete or insufficient information, or that a change in CLIENT's business will materially change the nature and/or volume of its business or claims as contemplated at the inception of the Agreement.
 - During the term of the Agreement, legislative and/or regulatory requirements materially impact or change the scope of GB's services or responsibilities.
- I. Confidentiality of Data - All data furnished by the CLIENT, or generated as a result of services performed under this agreement, and other information designated by the CLIENT in writing, shall be treated as confidential. GB reserves the right to use statistical information or other data, so long as the CLIENT's name and/or confidential data are adequately protected.
- J. Status - It is understood that GB is engaged to perform services under this contract as an independent contractor and not as an agent of the CLIENT. This contract shall be governed by the laws of the State of Florida.
- K. Managed Care - If GB provides Managed Care services as part of the CLIENT's program, either directly or indirectly through an independent contractor, CLIENT agrees that GB may be entitled to an additional fee in connection with the Managed Care services (all or part of which may be paid to GB by the independent contractor) and to comply with the procedures for utilizing any such Managed Care services. Any such additional fee will be in exchange for bona fide administrative services provided by GB in connection with the

Managed Care services. If GB provides CLIENT access to the First Health Preferred Provider Organization, CLIENT agrees to comply with the procedures for utilizing the First Health PPO Program.

- L. Reporting - GB will not assume that other coverage (unknown to GB) exists for a qualified claim or loss. GB shall not be responsible for reporting to carriers on a type of claim or loss not managed by GB.
- M. Fines and Penalties - GB shall not be responsible for any fines or penalties assessed by any governmental agency because of the acts or omissions of the CLIENT, or by previous or successor claim administrators.
- N. Solicitation of Employees - CLIENT agrees that, during the term of this Agreement and for a two-year period thereafter, CLIENT shall not, without the consent of GB, solicit to hire, or hire any employee of GB who, during the term of this Agreement, has performed, or contributed to the performance of, services hereunder. CLIENT further acknowledges that the damages suffered by GB as a result of a breach of this obligation would be significant but not susceptible of easy calculation. Accordingly, in the event of a breach of the aforesaid obligation, CLIENT agrees to pay GB an amount equal to one hundred fifty percent (150%) of such employee's annualized salary amount at GB as of the date of breach.
- O. Risk Control Consulting - With respect to any risk control consulting services, including any form of inspection service provided by GB to CLIENT:
 - 1. Such services shall be in the nature of advisory to the CLIENT only and shall not be construed as imposing upon GB any duty to implement any recommendation made by GB or to otherwise ensure that any premises, equipment or other subject matter of a GB consulting service is safe or free from hazards or defects;
 - 2. Such services shall be solely for the benefit of CLIENT and shall not be construed as creating any duty to, or conferring any right to, any third party, including without limitation, any duty to warn any third party or the public at large;
 - 3. CLIENT shall make no communication to any third party concerning the role or nature of GB's services without the prior consent of GB.
 - 4. If GB fails to complete the contracted Risk Control Consulting Services during the term of this Agreement due to the CLIENT's failure to cooperate with GB's service delivery objectives, then GB will have an additional six (6) months in which to complete the contracted services. If the CLIENT fails to cooperate with GB's service delivery objectives during such six (6) month period, then GB's obligation to complete the contracted services will be deemed to be fulfilled and CLIENT shall not be entitled to any refund for services not provided. If for any reason other than CLIENT's lack of cooperation, GB fails to complete the contracted services during the term of the Agreement, then CLIENT, at its discretion, may either receive a refund for that portion of the contracted services which were not completed or may extend the term for completion of the contracted services by a period of six (6) months.
- P. Records Retention - GB will retain claim files for 24 months following date of closure. Thereafter, files will be returned to the CLIENT or forwarded to such location as may be designated by the CLIENT for continued storage. GB will retain hard-copy checks for 24 months following the date of bank clearance. Thereafter, copies of checks will be maintained on microfiche.
- Q. Subrogation - To the extent GB is involved in pursuing recoveries against third parties or otherwise undertaking subrogation activities on behalf of CLIENT, GB is authorized to collect, in the name of the CLIENT or in the name of GB, all funds due as a result of such recovery or subrogation activities. GB shall not be required to establish any trust accounts for the benefit of CLIENT, but shall promptly and fully account for all funds so received.
- R. Taxes - CLIENT shall be responsible for payment of all applicable sales, use, ad valorem and excise taxes; duties; and assessments relating to the services provided hereunder. CLIENT shall hold GB harmless from all claims and liability arising from CLIENT's failure to pay such taxes.

- S. Non-U.S. Dollar Transaction - In the event that GB handles any non-U.S. Dollar claims, CLIENT shall be responsible for any rate fluctuations.

SCHEDULE IV

DEFINITIONS

Claim - Any report of an accident (first or third party) alleging or resulting in injury, damage, or loss which could give rise to a demand for the payment of money. The claim charge is applicable on a per occurrence, per claimant, per line of coverage basis as defined in the RISX-FACS® system.

Discretionary Settlement Authority - GB is authorized to make payment, for loss or expense, up to this amount, as GB deems necessary.

Qualified Claim or Loss - GB will investigate and adjust any loss or claim occurring within the service term, provided the loss or claim type is identified in Schedule V.

Allocated Expenses - Shall be the responsibility of the CLIENT and shall include, but not be limited to:

- legal fees
- professional photographs
- medical records
- experts' rehabilitation costs
- accident reconstruction
- architects, contractors
- engineers
- police, fire, coroner, weather, or other such reports
- property damage appraisals
- extraordinary costs for witness statements
- official documents and transcripts
- sub rosa investigations
- medical examinations
- extraordinary travel made at CLIENT's request
- court reporters
- fees for service of process
- pre- and post-judgment interest paid
- chemists
- collection costs payable to third parties on subrogation
- any other similar cost, fee or expense reasonably chargeable to the investigation, negotiation, settlement or defense of a claim or loss which must have the explicit prior approval of the CLIENT
- Managed Care

Managed Care - Managed Care services shall include, but not be limited to:

- preferred provider organization networks
- state fee scheduling
- usual, customary and reasonable bill review
- medical case management and vocational rehabilitation network
- utilization review services
- light duty and return to work programs
- prospective injury management services
- hospital bill audit services
- wholesale pharmaceutical network
- retail pharmaceutical network

**SCHEDULE V
SERVICES AND FEES**

Client: City of Riviera Beach, Florida

Service Period: From 10/1/00 to 10/1/01

GB Client #: 000160

SERVICES PROVIDED:	<u>Incl</u>	_____	SERVICES PROVIDED:	<u>Incl</u>	_____
A. Claims Administration			C. Loss Funding		
Auto Liability - Bodily Injury (AB)	X	_____	SIMMS	X	_____
Auto Liability - Property Damage (AD)	X	_____	Voucher		_____
Auto Physical Damage (APD)	X	_____	Client Owned Banking		_____
General Liability - Bodily Injury (GB)	X	_____	D. Supplemental		_____
General Liability - Property Damage (GD)	X	_____	Loss Notice Program Rpt. Level \$		_____
Products Liability	X	_____	Topical Captioned Rpts Rpt. Level \$50,000	X	_____
Professional Liability	X	_____	Meetings	X	_____
Property (PR)	X	_____	Settlement Authority \$5,000	X	_____
Workers' Compensation (WC)		_____	Index Bureau	X	_____
Medical Only	X	_____	Coordination	X	_____
Indemnity	X	_____	Set-Up/Program		_____
Other:		_____	Incident Processing	X	_____
Assumption		_____	Record Only Processing		_____
B. Information Services		_____	Update Appraisals		_____
RISX-FACS®		_____	Risk Inspections		_____
Standard Package	X	_____	GB/GCR Mgd. Care (Paid Off File)	X	_____
Non-Standard Reports		_____	E. Risk Control Consulting		_____
risxfacs.com		_____	Loss Control - ____ Hours		_____
Terminals & Printers		_____	Risx-Control Consulting - ____ Hours		_____
Data Transfer		_____			_____
Other:		_____			_____
			TOTAL	\$	90,319

ADDITIONAL SERVICE TERMS AND CONDITIONS:

Client will be billed \$648 per claim for each Auto Liability Bodily Injury claim reported against the initial deposit of \$2,592, \$330 per claim for each Auto Liability Property Damage claim reported against the initial deposit of \$4,290, \$255 per claim for each Auto Physical Damage claim reported against the initial deposit of \$3,570, \$648 per claim for each General Liability Bodily Injury claim reported against the initial deposit of \$11,664, \$330 per claim for each General Liability Property Damage claim reported against the initial deposit of \$4,620, \$721 per claim for each Professional/Product Liability claim reported against the initial deposit of \$7,210, \$532 per claim for each Property claim reported against the initial deposit of \$5,852, \$109 per claim for each Workers' Compensation Medical Only claim reported against the initial deposit of \$7,303 and \$766 per claim for each Workers' Compensation Indemnity claim reported against the initial deposit of \$28,342.

HIV exposure claims will be handled in the following manner: Client will indicate on first report of injury whether a claim will require investigation (including a recorded statement) or simply require payment of testing bill/bills and closure. Any HIV exposure claim requiring investigation will be billed as an Indemnity claim. Any HIV exposure claim that is not specifically identified by the Client as a simple payment/closure claim will be set up as an Indemnity claim and billed as such.

BILLING AND PAYMENT TERMS:

Fee is payable in 12 monthly installments beginning 10/1/00. Fees are payable upon receipt of invoice. GB reserves the right to charge 1% per month, or the maximum legal rate, on balances unpaid after 30 days.

ARTICLE 16 – ARREARS

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

ARTICLE 17 – DISCLOSURE AND OWNERSHIP OF DOCUMENTS

The CONSULTANT shall deliver to the CITY's representative for approval and acceptance, and before being eligible for final payment of any amounts due, all documents and materials prepared by and for the CITY under this Contract.

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

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

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

ARTICLE 18 – INDEPENDENT CONTRACTOR RELATIONSHIP

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

ARTICLE 19 – CONTINGENT FEES

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

ARTICLE 26 – MODIFICATIONS OF WORK

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

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

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

ARTICLE 27 – NOTICE

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

Mary McKinney
City of Riviera Beach
600 West Blue Heron Boulevard
P.O. Drawer 10682
Riviera Beach, FL 33404

and if sent to the CONSULTANT shall be mailed to:

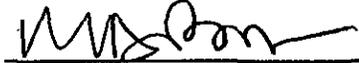
Shalloway, Foy, Rayman & Newell, Inc.
1201 Belvedere Road
West Palm Beach, FL 33407

ARTICLE 28 – ENTIRETY OF CONTRACTUAL AGREEMENT

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

IN WITNESS WHEREOF, the City Council of the City of Riviera Beach, Palm Beach County, Florida has made and executed this Contract on behalf of the CITY and CONSULTANT has hereunto set its hand the day and year above written.

APPROVED:



MICHAEL D. BROWN
MAYOR, RIVIERA BEACH



KEITH B. JACKSON, P.E.
SHALLOWAY, FOY, RAYMAN & NEWELL, INC.

(MUNICIPAL SEAL)

ATTEST:

 9/20/00

CARRIE E. WARD, CMC/AAE
CITY CLERK - RIVIERA BEACH

REVIEWED AS TO LEGAL SUFFICIENCY:


CITY ATTORNEY - RIVIERA BEACH

DATE: 9/15/00

CONTRACT FOR CONSULTING/PROFESSIONAL SERVICES

This Contract is made as of the 20 day of September, 2000, by and between City of Riviera Beach Palm Beach County, Florida a Political Subdivision of the State of Florida, by and through its City Council, hereinafter referred to as the CITY, and Keith and Schnars, P.A.

[] an individual, [] a partnership, [x] a corporation authorized to do business in the State of Florida, hereinafter referred to as the CONSULTANT, whose Federal I.D. or Social Security number is 59-1406307.

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

ARTICLE 1 - SERVICES

The CONSULTANT'S responsibility under this Contract shall be to provide professional/consultation services in the area of transportation planning and traffic engineering, as specifically assigned by the CITY.

The CITY'S representative/liaison during the performance of this Contract shall be Mary McKinney, AICP - Director of Community Development, telephone no. (561) 845-4060.

ARTICLE 2 - SCHEDULE

The CONSULTANT shall commence services on September 21, 2000 and complete all services by September 20, 2001.

ARTICLE 3 - PAYMENTS TO CONSULTANT

- A. The CITY agrees to compensate the CONSULTANT in accordance with the attached "Professional Fee Schedule" incorporated by reference herein. The total and cumulative amount of this contract shall not exceed the amount of funds annually budgeted for these services. The CITY shall not reimburse the CONSULTANT for any travel costs incurred as a direct result of the CONSULTANT'S providing deliverables to the CITY.
- B. Invoices received from the CONSULTANT pursuant to this Contract will be reviewed and approved by the CITY'S representative, indicating that services have been rendered in conformity with the Contract and then will be sent to the Finance Department for payment. Invoices will normally be paid within thirty (30) days following the CITY representative'S approval.

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

ARTICLE 4 - TRUTH-IN-NEGOTIATION CERTIFICATE

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

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

ARTICLE 5 - TERMINATION

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

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

ARTICLE 6 - PERSONNEL

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

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

Any changes or substitutions in the CONSULTANT'S key personnel must be made known to the CITY'S representative and written approval must be granted by the CITY's representative before said change or substitution can become effective.

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

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

In accordance with the City of Riviera Beach M/WBE Ordinance No. 2412, as amended, the CONSULTANT agrees to the M/WBE participation for this contract and agrees to abide by all provisions of the M/WBE Ordinance and understands that failure to comply with any of the requirements will be considered a breach of contract.

The CONSULTANT incorporates Schedule 1 (Participation of M/WBE Contractors) and Schedule 2 (Letter of Intent) attached hereto and made a part hereof, the names, addresses, scope of work, dollar value of the M/WBE participation on Schedule 1 and the Letter of Intent, Schedule 2, signed by each of the listed M/WBE subconsultants on Schedule 1 agreeing to perform the contract at the listed dollar value.

The CONSULTANT agrees to maintain all relevant records and information necessary to document compliance with Ordinance No. 2412, as amended, and will allow the City to inspect such records.

ARTICLE 8 - FEDERAL AND STATE TAX

The CITY is exempt from payment of Florida State Sales and Use Taxes. The CITY will sign an exemption certificate submitted by the CONSULTANT. The CONSULTANT shall not be exempted from paying sales tax to its suppliers for materials used to fulfill contractual obligations with the CITY, nor is the CONSULTANT authorized to use the CITY'S Tax Exemption Number in securing such materials.

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

ARTICLE 9 - AVAILABILITY OF FUNDS

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

ARTICLE 10 - INSURANCE

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

- C. The CONSULTANT shall maintain, during the life of this Contract, commercial general liability, including contractual liability insurance in the amount of \$500,000 per occurrence to protect the CONSULTANT from claims for damages for bodily and personal injury, including wrongful death, as well as from claims of property damages which may arise from any operations under this Contract, whether such operations be by the CONSULTANT or by anyone directly employed by or contracting with the CONSULTANT.
- D. The CONSULTANT shall maintain, during the life of this Contract, comprehensive automobile liability insurance in the minimum amount of \$500,000 combined single limit for bodily injury and property damages liability to protect the CONSULTANT from claims for damages for bodily and personal injury, including death, as well as from claims for property damage, which may arise from the ownership, use, or maintenance of owned and non-owned automobiles, including rented automobiles whether such operations be by the CONSULTANT or by anyone directly or indirectly employed by the CONSULTANT.
- E. The CONSULTANT shall maintain, during the life of this Contract, adequate Workers' Compensation Insurance and Employer's Liability Insurance in at least such amounts as are required by law for all of its employees per Florida Statute 440.02.
- F. All insurance, other than Professional Liability and Workers' Compensation, to be maintained by the CONSULTANT shall specifically include the CITY as an "Additional Insured".

ARTICLE 11 - INDEMNIFICATION

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

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

ARTICLE 12 - SUCCESSORS AND ASSIGNS

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

ARTICLE 13 - REMEDIES

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

ARTICLE 14 - CONFLICT OF INTEREST

The CONSULTANT 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 CONSULTANT further represents that no person having any interest shall be employed for said performance.

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

ARTICLE 15 - EXCUSABLE DELAYS

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

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

ARTICLE 16 - ARREARS

The CONSULTANT 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 CONSULTANT further warrants and represents that it has no obligation or indebtedness that would impair its ability to fulfill the terms of this Contract.

ARTICLE 17 - DISCLOSURE AND OWNERSHIP OF DOCUMENTS

The CONSULTANT shall deliver to the CITY's representative for approval and acceptance, and before being eligible for final payment of any amounts due, all documents and materials prepared by and for the CITY under this Contract.

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

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

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

ARTICLE 18 - INDEPENDENT CONTRACTOR RELATIONSHIP

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

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

ARTICLE 19 - CONTINGENT FEES

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

ARTICLE 20 - ACCESS AND AUDITS

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

ARTICLE 21 - NONDISCRIMINATION

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

ARTICLE 22 - ENFORCEMENT COSTS

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

ARTICLE 23 - AUTHORITY TO PRACTICE

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

ARTICLE 24 - SEVERABILITY

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

ARTICLE 25 - PUBLIC ENTITY CRIMES

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

ARTICLE 26 - MODIFICATIONS OF WORK

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

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

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

ARTICLE 27 - NOTICE

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

Mary McKinney, AICP
City of Riviera Beach
600 W. Blue Heron Boulevard
Riviera Beach, FL 33404-4328

and if sent to the CONSULTANT shall be mailed to:

James R. Chapman, P.E.
Keith and Schnars, P.A.
901 Northpoint Parkway, Suite 102
West Palm Beach, FL 33407

ARTICLE 28- ENTIRETY OF CONTRACTUAL AGREEMENT

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

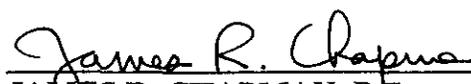
IN WITNESS WHEREOF, the City Council of the City of Riviera Beach, Palm Beach County, Florida has made and executed this Contract on behalf of the CITY and CONSULTANT has hereunto set its hand the day and year above written.

APPROVED:



MICHAEL D. BROWN
MAYOR - RIVIERA BEACH

ACCEPTED:

 9/13/00

JAMES R. CHAPMAN, P.E.
KEITH AND SCHNARS, P.A.

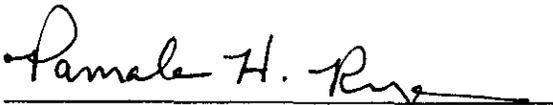
(MUNICIPAL SEAL)

ATTEST:

 9/20/00

CARRIE E. WARD, CMC/AAE
CITY CLERK - RIVIERA BEACH

REVIEWED AS TO LEGAL SUFFICIENCY:



PAMELA H. RYAN
CITY ATTORNEY - RIVIERA BEACH

DATE: 9/15/00

SCHEDULE 1

PARTICIPATION FOR M/WBE CONTRACTORS/PROPOSERS

BID/RFP TITLE: Technical Services to Assess City's Traffic & Transportation Needs

BID/RFP NUMBER: 01299

NAME OF PRIME BIDDER: Keith and Schnars, P.A.

BID OPENING DATE: February 4, 2000

CONTACT PERSON: James R. Chapman, P.E. Telephone No. (561) 682-1095

DEPARTMENT: Community Development

CONTRACT AMOUNT - MBE/WBE

NAME, ADDRESS & TELEPHONE NUMBER OF MINORITY CONTRACTOR	TYPE & DESCRIPTION OF WORK TO BE PERFORMED	BLACK	HISPANIC	Other	WOMEN
1. MTP Group 12798 W. Forest Hill Blvd. Suite 303 Wellington, FL 33414	Transportation Planning and Traffic Engineering Services	\$	\$	\$	\$ *
2. _____ _____ _____	_____ _____ _____	\$	\$	\$	\$
3. _____ _____ _____	_____ _____ _____	\$	\$	\$	\$
4. _____ _____ _____	_____ _____ _____	\$	\$	\$	\$
5. _____ _____ _____	_____ _____ _____	\$	\$	\$	\$
TOTAL:		\$	\$	\$	\$ *

TO BE COMPLETED BY PRIME BIDDER:

BID/RFP PRICE: \$ (as authorized by City) **TOTAL % PARTICIPATION:** 18%

* 18% of amount authorized by City



Keith and Schnars, P.A.

Professional Fee Schedule

<u>Job Code</u>	<u>Job Classification</u>	<u>Rate/Hour</u>
2	Administrative Assistant	40
4	Community Liaison	60
8	Economic/Financial Analyst	75
6	CADD Operator	65
11	Graphic Designer	60
29	Technician I	55
25	Technician II	65
36	Permit Coordinator	65
9	Scientist I	60
7	Scientist II	75
3	Scientist III	85
16	Associate Planner	60
12	Landscape Architect (RLA(Chief Plan.))	85
14	Landscape Designer	65
15	Planner (AICP)	75
30	Transportation Planner	70
13	Field Representative	55
32	Senior Field Representative	65
19	Professional Engineer (P.E.)	95
17	Project Engineer/Designer	75
23	Senior Project Engineer/Designer	85
18	Project Manager I	90
24	Project Manager II	100
26	Project Manager III	115
21	Senior Project Manager	135
22	Senior Member	200
20	Professional Land Surveyor (PSM)	80
42	Survey Party – 2 Person	85
43	Survey Party – 3 Person	105
44	Survey Party – 4 Person	135

Expense items such as identifiable communication expenses, facsimiles, reproduction, printing, courier and overnight mailing services, authorized travel and special accounting expenses not applicable to general overhead are invoiced as direct charges, plus a 10% carrying charge. Other job categories and hourly rates with multipliers are available upon request.

Effective September 1, 1999

CERTIFICATE OF INSURANCE

DATE (MM/DD/YY)

8/30/00

PRODUCER
 SEITLIN
 954-938-8788
 6301 N.W. 5TH WAY, SUITE 5010
 FT. LAUDERDALE, FL 33309

THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES BELOW.

COMPANIES AFFORDING COVERAGE

INSURED
 KEITH & SCHNARS, P.A.
 901 NORTHPOINT PKY STE#102
 WEST PALM BEACH, FL 33407

COMPANY	A THE TRAVELERS COMPANIES
COMPANY	B AMERICAN HOME ASSURANCE CO.
COMPANY	C
COMPANY	D

COVERAGES

THIS IS TO CERTIFY THAT THE POLICIES OF INSURANCE LISTED BELOW HAVE BEEN ISSUED TO THE INSURED NAMED ABOVE FOR THE POLICY PERIOD INDICATED, NOTWITHSTANDING ANY REQUIREMENT, TERM OR CONDITION OF ANY CONTRACT OR OTHER DOCUMENT WITH RESPECT TO WHICH THIS CERTIFICATE MAY BE ISSUED OR MAY PERTAIN, THE INSURANCE AFFORDED BY THE POLICIES DESCRIBED HEREIN IS SUBJECT TO ALL THE TERMS, EXCLUSIONS AND CONDITIONS OF SUCH POLICIES. LIMITS SHOWN MAY HAVE BEEN REDUCED BY PAID CLAIMS.

CO LTR	TYPE OF INSURANCE	POLICY NUMBER	POLICY EFF. DATE (MM/DD/YY)	POLICY EXP. DATE (MM/DD/YY)	LIMITS	
A	GENERAL LIABILITY	630193X5294	8/14/00	8/14/01	GENERAL AGGREGATE	1000000
	<input checked="" type="checkbox"/> COMM. GENERAL LIABILITY				PROD-COMP/OP AGG.	2000000
	<input type="checkbox"/> CLAIMS MADE <input checked="" type="checkbox"/> OCCUR				PERS. & ADV. INJURY	1000000
	<input type="checkbox"/> OWNER'S & CONTRACT'S PROT				EACH OCCURRENCE	1000000
					FIRE DAMAGE(One Fire)	300000
					MED EXP(Any one person)	5000
A	AUTOMOBILE LIABILITY	810290K8594	8/14/00	8/14/01	COMBINED SINGLE LIMIT	1000000
	<input checked="" type="checkbox"/> ANY AUTO				BODILY INJURY (Per person)	
	<input type="checkbox"/> ALL OWNED AUTOS				BODILY INJURY (Per accident)	
	<input type="checkbox"/> SCHEDULED AUTOS				PROPERTY DAMAGE	
	<input checked="" type="checkbox"/> HIRED AUTOS					
	<input checked="" type="checkbox"/> NON-OWNED AUTOS					
	GARAGE LIABILITY				AUTO ONLY-EA ACCIDENT	
	<input type="checkbox"/> ANY AUTO				OTHER THAN AUTO ONLY:	
					EACH ACCIDENT	
					AGGREGATE	
A	EXCESS LIABILITY	CUP290K8601	8/14/00	8/14/01	EACH OCCURRENCE	1000000
	<input checked="" type="checkbox"/> UMBRELLA FORM				AGGREGATE	1000000
	<input type="checkbox"/> OTHER THAN UMBRELLA FORM					
B	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY	5842159	1/01/00	1/01/01	<input checked="" type="checkbox"/> STATUTORY LIMITS	
	<input type="checkbox"/> THE PROPRIETOR/ PARTNERS/EXECUTIVE OFFICERS ARE:				EACH ACCIDENT	100000
	<input checked="" type="checkbox"/> INCL				DISEASE-POLICY LIMIT	500000
	<input type="checkbox"/> EXCL				DISEASE-EACH EMPL.	100000
	OTHER					

DESCRIPTION OF OPERATIONS/LOCATIONS/VEHICLES/SPECIAL ITEMS
 CITY OF RIVIERA BEACH, FLORIDA IS ADDITIONAL INSURED ON GENERAL LIABILITY ONLY.

CERTIFICATE HOLDER

CITY OF RIVIERA BEACH
 600 600 W BLUE HERON BLVD
 RIVIERA BEACH, FL 33404

CANCELLATION

SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, THE ISSUING COMPANY WILL MAIL 30 DAYS WRITTEN NOTICE TO THE CERTIFICATE HOLDER NAMED TO THE LEFT.

AUTHORIZED REPRESENTATIVE

M. St. John

**ARCHITECTS/ENGINEERS
PROFESSIONAL LIABILITY POLICY**
Continental Casualty Company

**MEMORANDUM OF INSURANCE --
ARCHITECTS AND ENGINEERS
PROFESSIONAL LIABILITY**

To:

**CITY OF RIVIERA BEACH
600 WEST BLUE HERON BLVD.
RIVIERA BEACH, FL 33404**

As set forth below, the named insured has in force, on the date indicated, a policy of professional liability insurance issued by Continental Casualty Company (the Company), with a limit of liability of not less than the amount indicated.

This memorandum is issued as a matter of information only and confers no rights upon the holder. By its issuance, it does not alter, change, modify or extend the provisions of said policy and does not waive any rights thereunder.

Name of Insured:

KEITH AND SCHNARS, P.A.

Address of Insured:

**901 NORTHPOINT PARKWAY
SUITE 102
WEST PALM BEACH, FL 33407**

Policy Period:

03/01/00 TO 03/01/01

Policy Number:

AEE 006091227

Limit of Liability-Per Claim and Annual Aggregate:

\$2,000,000

Cancellation Notice:

In the event the above policy is cancelled or materially changed (materially changed defined as a reduction in the policy limit by endorsement during the policy period) prior to the expiration date thereof, the Company will provide 30 days written notice to the certificate holder named above.

**AMES & GOUGH
INSURANCE/RISK MANAGEMENT, INC.**

Marshall Ames
Marshall Ames, CPCU
August 30, 2000

2. Prepare construction plans (1" = 40' max.) and details for sidewalk improvements. Prepare technical specifications. Plans to be completed as a single phase.
3. Research right-of-way dimensions as required for improvements.
4. Coordinate with City and Florida Department of Transportation (FDOT) on a Joint Participation Agreement (JPA) for sidewalk construction on the east side of A-1-A on Singer Island. This includes meeting with FDOT to review their 2004/2005 Improvements Plans to determine initial scope of work and allow the City to design and construct sidewalks prior to 2004 and to seek reimbursement from FDOT.
5. Attendance at public information meetings.
6. As an alternate, provide design and construction plans for sidewalk along east right-of-way along A-1-A from Ocean Mall to north City limit.

III. Northwest Neighborhood Strategy Area

The City of Riviera Beach has completed a Study and Master Plan for the Northwest Neighborhood Area. The City is expected to receive grants in the amount of \$400,000 per year over the next five years (\$2,000,000 total design and construction) for certain prioritized projects.

The Scope of Work is as follows:

1. Coordinate with City and prioritize five (5) new projects from the completed Study.
2. Prepare route survey, right-of-way mapping and construction plans, details and technical specifications for roadway and drainage improvements for 35th Street from Old Dixie Highway to Avenue "O". Plans include plan and profile, cover sheet, typical section, details and notes, signing and marking, coordination with the Utility Department on water and sewer (water and sewer design not included) and drainage design. Permitting (as required) to be performed on an hourly basis.

The Scope of Work does **not** include the following:

- Aerial Photography
- Soil Testing (Allowance in Fee Schedule)
- Landscaping
- Irrigation
- Traffic Signalization

IV. Roadway Improvements for Avenue "U" from Martin Luther King Boulevard to 13th Street

The City has begun preparation of roadway plans up to approximately 30% complete. The City would provide digital files, calculations, route survey information, right-of-way and design information, etc., completed to date for continuation of design.

The Scope of Work is as follows:

1. Prepare construction plans, details and specifications for roadway and drainage improvements. Plans include cover sheet, typical section, details and notes, plan and profile, roadway signing and marking, coordination with the Utility Department on water and sewer (water and sewer design not included) and drainage design. It is noted that coordination of design with the School District of Palm Beach County will be required to accommodate a proposed outfall down Avenue "U" for a school site. Permitting (as required) to be performed on an hourly basis.

The Scope of Work does **not** include the following:

- Aerial photography
- Soil Testing (Allowance in Fee Schedule)
- Right-of-way Mapping (Provided by City)
- Landscape
- Irrigation
- Traffic Signalization

V. a. Sediment Removal Device Outfall Design or Continuous Deflection Separator (CDS)

The City has procured funding for purposes of designing and constructing sediment removal devices for various stormwater outfalls to the Lake Worth lagoon. Several outfalls are identified in the Interlocal Agreement.

The Scope of our Work is as follows:

1. Coordinate with City to identify candidate outfalls to Lake Worth Lagoon.
2. Provide survey and design services to retrofit a sediment removal device on as many outfalls as possible within the budget constraints.
3. Design service would include construction plans, details and technical specifications.

4. Submit for South Florida Water Management District permit, if required.

The Scope of Work does **not** include the following:

- Soil Testing (allowance in Fee Schedule)
- Landscape
- Irrigation
- Extensive easement research

b. Culverting Canal RC-4

1. Provide survey and design services for preparation of construction plans to install a 72" RCP within RC-4 Canal from Blue Heron Boulevard to West 16th Street (±3600').
2. Prepare drainage calculations
3. Prepare and submit for South Florida Water Management District permit.

VI. Provide City with Construction Administration/Observation (CA) Services

The City has ongoing construction projects requiring construction observation services.

We propose to provide daily observations (five days per week) with a written report of said observations.

These and other projects can be either estimated on a monthly basis or on an hourly basis per the attached Fee Schedule (Discounted Rate).

VII. Fees

See attached Fee Schedule in Exhibit "B".

The CONSULTANT understands that individual authorization shall be received from the CITY for each task prior to starting work.

VIII. Reimbursables

Reimbursable expenses such as processing fees, submittal fees (if applicable), reproduction costs, travel expenses and long distance telephone calls, etc. will be invoiced monthly as a direct expense.

EXHIBIT "B"**SHALLOWAY, FOY, RAYMAN & NEWELL, INC.****FEE SCHEDULE**

	REGULAR RATE	DISCOUNTED RATE
PRESIDENT	\$ 200.00	\$ 140.00
EXPERT WITNESS	200.00	125.00
PRINCIPAL	175.00	125.00
PROJECT MANAGER	140.00	100.00
LAND SURVEYOR	120.00	85.00
COMPUTER SYSTEMS ANALYST	120.00	90.00
SR. FIELD REPRESENTATIVE	140.00	100.00
FIELD REPRESENTATIVE	75.00	60.00
PROJECT ENGINEER	85.00	60.00
TECHNICIAN	75.00	65.00
ADMINISTRATIVE ASSISTANT	50.00	40.00
3 PERSON SURVEY CREW	135.00	95.00
2 PERSON SURVEY CREW	120.00	80.00
CLERICAL	45.00	35.00

The Client shall pay all direct expenses such as reproduction costs, long distance telephone, travel and mileage.

SCHEDULE OF PAYMENTS

The Scope of Work to be completed by CONSULTANT as defined in Exhibit "A" consists of specific completion phases which shall be clearly identified on a phase-by-phase basis upon submission to the CITY of certain "deliverables" * as expressly indicated below. Manhour breakdown for the work tasks stated herein shall be in accordance with the attached matrices:

TASK I A & B

Task(s) to be Completed: See Scope
Completed Time: Nine (9) Months
Deliverable(s) Required: See Scope

TASK II

Task(s) to be Completed: See Scope
Completed Time: Three (3) Months
Deliverable(s) Required: See Scope

TASK III

Task(s) to be Completed: See Scope
Completed Time: Four (4) Months
Deliverable(s) Required: See Scope

TASK IV

Task(s) to be Completed: See Scope
Completed Time: Four (4) Months
Deliverable(s) Required: See Scope

TASK Va

Task(s) to be Completed: See Scope
Completed Time: Two (2) Months
Deliverable(s) Required: See Scope

TASK Vb

Task(s) to be Completed: See Scope
Completed Time: Three (3) Months
Deliverable(s) Required: See Scope

TASK VI

Task(s) to be Completed: See Scope
Completed Time: As Needed
Deliverable(s) Required: See Scope

* Deliverables shall be defined as progress reports, prepared naps, bid documents, completed drawings, specific reports, work plans, documentation of meetings attended, assessment study reports, analysis reports, summary reports, recommendation reports and related draft reports and verifiable deliverables.

CITY OF RIVIERA BEACH
Technical Services Related to Roadway & Sidewalks - Planning & Design
Estimated Hourly Breakdown for Items I. A & B
5 Year Plan (Paving & Drainage)

ITEM	Principal	Project Manager	Project Engineer	Technician	Admin. Assist.	Land Surveyor	Survey Crew	Sr. Field Rep.
1. Past Improvements and Research	20	60	40					
2. Observations & Data Collection	40	200	320			20	40	40
3. Map/Exhibit Preparation		40	120	160	40			
4. Drainage Calculations		20	80					
5. Report & Priority Matrix	160	40	40		40			
6. Public Meetings	16							
Total Hours	236	360	600	160	80	20	40	40

Other: Soil Testing Allowance

CITY OF RIVIERA BEACH
Technical Services Related to Roadway & Sidewalks - Planning & Design
Estimated Hourly Breakdown for Item II
City Wide Sidewalk Plan

ITEM	Principal	Project Manager	Project Engineer	Technician	Admin. Assist.	Land Surveyor	Survey Crew	Sr. Field Rep.
1. Route Survey and ROW Research	96			80		80	288	
2. Construction Plans, Details & Technical Specifications (±8 Miles)	40	225	110	350	8			
3. FDOT Coordination on JPA	16				4			
4. Alternate - North Ocean Drive Construction Plans, Details & Specifications (±2 Miles)	20	75	40	100	8			
Total Hours	172	300	150	530	20	80	288	0

CITY OF RIVIERA BEACH
Technical Services Related to Roadway & Sidewalks - Planning & Design
Estimated Hourly Breakdown for Item III
Northwest Neighborhood Strategy Area
(35th Street from Old Dixie to Avenue "O" - ±1400 LF)

ITEM	Principal	Project Manager	Project Engineer	Technician	Admin. Assist.	Land Surveyor	Survey Crew	Sr. Field Rep.
1. Coordination w/City on Project Priorities	4							
2. Route Survey & ROW Mapping	4			24		16	32	
3. Construction Plans, Details, & Technical Specifications	80	80	40	120				
4. Permit Submittals	4	16	4	4	16			
Total Hours	92	96	44	148	16	16	32	0

Other: Soils

CITY OF RIVIERA BEACH
Technical Services Related to Roadway & Sidewalks - Planning & Design
Estimated Hourly Breakdown for Item IV.
Roadway Improvements for Avenue "U" from MLK Blvd. To 13th St.
(±1600 LF)

ITEM	Principal	Project Manager	Project Engineer	Technician	Admin. Assist.	Land Surveyor	Survey Crew	Sr. Field Rep.
1. Construction Plans, Details & Specifications	60	60	20	100				
2. Permit Submittals	4	16	4	4	16			
Total Hours	64	76	24	104	16	0	0	0

Other: Soils Allowance

CITY OF RIVIERA BEACH
Technical Services Related to Roadway & Sidewalks - Planning & Design
Estimated Hourly Breakdown for Items V.a.
Continuous Deflection Separator (CDS)
(Assumes Two Outfall Designs)

ITEM	Principal	Project Manager	Project Engineer	Technician	Admin. Assist.	Land Surveyor	Survey Crew	Sr. Field Rep.
1. Identify Outfalls	8							
2. Topographic Survey	4	2				8	32	
3. Design & Construction Plans	32	50	60	60				
4. Permit Submittals	8	4			16			
Total Hours	52	56	60	60	16	8	32	0

Other: Soils Allowance

CITY OF RIVIERA BEACH
Technical Services Related to Roadway & Sidewalks - Planning & Design

Estimated Hourly Breakdown for Items V.b.
Culverting RC-4 Canal (±3600 LF)

ITEM	Principal	Project Manager	Project Engineer	Technician	Admin. Assist.	Land Surveyor	Survey Crew	Sr. Field Rep.
1. Topographic & Location Survey	8	8		24		16	40	
2. Drainage Design	16	40	40					
3. Prepare Construction Plans, Details & Specifications	24	40	80	120				
4. Permit Submittals	4	8	8		16			
Total Hours	52	96	128	144	16	16	40	0

Other: Soils Allowance

RESOLUTION NO. 165-00

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF RIVIERA BEACH, PALM BEACH COUNTY, FLORIDA, AUTHORIZING THE FIRM OF SHALLOWAY, FOY, RAYMAN AND NEWELL, INC. TO PROVIDE PROFESSIONAL ENGINEERING SERVICES FOR THE DESIGN OF 1).CITY WIDE SIDEWALKS, 2).WEST 35TH STREET FROM OLD DIXIE HIGHWAY TO AVENUE O, 3).AVENUE U FROM MLK BOULEVARD TO WEST 13TH STREET, 4).PIPING THE RC-4 CANAL, AND THE 5).LAKE WORTH LAGOON CDS SYSTEM, AND TO AUTHORIZE THE FINANCE DIRECTOR TO MAKE PAYMENT IN AN AMOUNT NOT TO EXCEED 1).\$129,910.00 FROM ACCOUNT NUMBER 305-1116-5190-6304, IN AN AMOUNT NOT TO EXCEED 2).\$40,760 FROM ACCOUNT NUMBER 108-1116-5190-6501, IN AN AMOUNT NOT TO EXCEED 3).\$29,440 FROM ACCOUNT NUMBER 307-1116-5190-5304, IN AN AMOUNT NOT TO EXCEED 4).\$27,660 FROM PIPING RC-4 CANAL ACCOUNT AND IN AN AMOUNT NOT TO EXCEED 5).\$43,940 FROM ACCOUNT NUMBER 109-1123-5380-3103.

WHEREAS, on January 31, 2000, the City of Riviera Beach advertised for proposals from engineering firms to provide civil engineering service to the City; and

WHEREAS, a review committee found the firm of Shalloway, Foy, Rayman and Newell, Inc. to be the highest qualified firm; and

WHEREAS, on May 17, 2000, the City Council authorized staff to negotiate an agreement with the firm of Shalloway, Foy, Rayman and Newell, Inc.; and

WHEREAS, on September 20, 2000, the City Council authorized the Mayor and City Clerk to execute an agreement with Shalloway, Foy, Rayman and Newell for civil engineering consulting services.

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

SECTION 1. The firm Shalloway, Foy, Raymon and Newell, Inc. is authorized to proceed with the design of West 35th Street from Old Dixie Highway to Avenue O, city wide sidewalks, Avenue U from MLK Boulevard to West 13th Street, piping the RC-4 Canal, and the Lake Worth Lagoon CDS System.

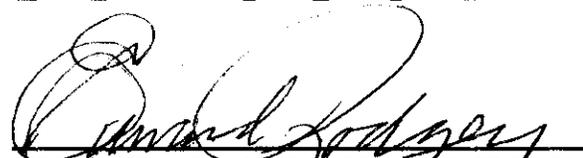
SECTION 2. The Finance Director is authorized to make payment in the amount not to exceed \$129,910 from Account Number 305-1116-5190-6304, in an amount not to exceed \$40,760 from Account Number 108-1116-5190-6501, in an amount not to exceed \$29,440 from Account Number 307-1116-5190-5304, in an amount not to exceed \$27,660 from Piping RC-4 Canal account and in an amount not to exceed \$43,940 from 109-1123-5380-3103.

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

PASSED AND APPROVED this 20th day of September, 2000

APPROVED:


MAYOR MICHAEL D. BROWN


EDWARD RODGERS, CHAIRPERSON

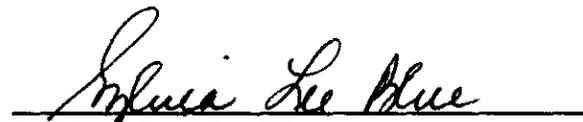
(MUNICIPAL SEAL)


ELIZABETH K. WADE, CHAIR PRO-TEM

ATTEST:


CARRIE E. WARD, CMC/AE
CITY CLERK

DONALD R. WILSON


SYLVIA LEE BLUE

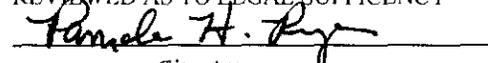

DAVID G. SCHNYER
COUNCIL MEMBERS

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: 9/15/00

RESOLUTION NO. 168-00

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF RIVIERA BEACH, PALM BEACH COUNTY, FLORIDA, INCREASING THE FIXED ASSET THRESHOLD AMOUNT FROM \$500 PER INDIVIDUAL ASSET TO \$1,500.

WHEREAS, the City of Riviera Beach has a practice of maintaining fixed asset records in accordance with generally accepted accounting practices; and

WHEREAS, the Government Finance Officer's Association has established recommended practices pertaining to establishing appropriate capitalization thresholds for fixed assets.

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

SECTION 1. That the City of Riviera Beach capitalization threshold be increased from \$500 to \$1,500 and applied to individual fixed assets having an estimated useful life of at least two years.

PASSED AND ADOPTED this 20th day of September, 2000.

APPROVED:


MICHAEL D. BROWN, MAYOR


EDWARD RODGERS, CHAIRMAN

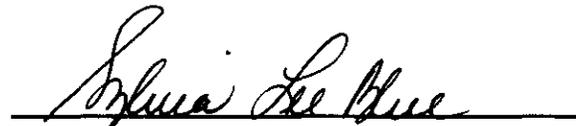

ELIZABETH WADE, CHAIR PRO-TEM

(MUNICIPAL SEAL)

DONALD R. WILSON

ATTEST:


CARRIE E. WARD, CMC/AE
CITY CLERK


SYLVIA LEE BLUE

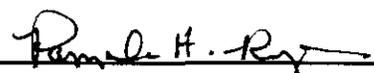

DAVID G. SCHNYER
COUNCILMEMBERS

MOTIONED BY: E. Wade

REVIEWED AS TO LEGAL SUFFICIENCY

SECONDED BY: S. Blue

E. RODGERS aye


CITY ATTORNEY
CITY OF RIVIERA BEACH

E. WADE: aye

D. WILSON: absent

DATE: 9/6/00

S. BLUE: aye

D. SCHNYER: aye

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF RIVIERA BEACH, PALM BEACH COUNTY, FLORIDA AUTHORIZING THE MAYOR AND CITY CLERK TO EXECUTE AN AGREEMENT ON BEHALF OF THE CITY WITH THE PALM BEACH COUNTY RESOURCE CENTER TO PROVIDE PROFESSIONAL MANAGERIAL AND TECHNICAL ASSISTANCE TO BUSINESS OWNERS IN THE CITY OF RIVIERA BEACH.

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

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

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

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

SECTION 1. That the Mayor and City Clerk are authorized to execute an agreement on behalf of the City with the Palm Beach Resource Center to provide professional managerial and technical assistance to business owners in the City of Riviera Beach.

SECTION 2. That the Finance Director is authorized to make payment for same from account number 001-0203-5190-8200.

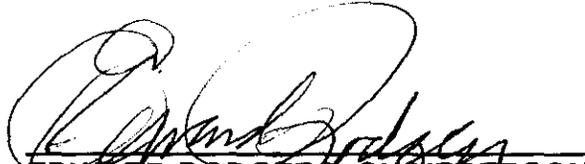
SECTION 3. This resolution shall take effect upon its passage and approval by the City Council.

PASSED AND APPROVED this 20th day of September, 2000.

APPROVED:

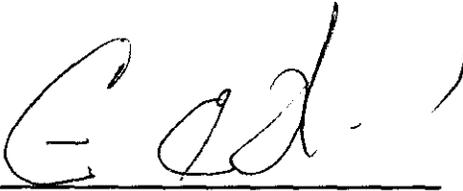

MICHAEL D. BROWN, MAYOR

[MUNICIPAL SEAL]

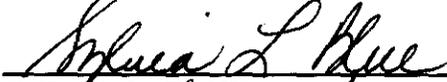

EDWARD RODGERS, CHAIRPERSON


ELIZABETH WADE, CHAIR PRO-TEM

ATTEST:


CARRIE E. WARD, CMC/AE
CITY CLERK

DONALD R. WILSON


SYLVIA L. BLUE


DAVID G. SCHNYER
COUNCIL MEMBERS

MOTIONED BY: S. Blue

SECONDED BY: E. Wade

E. RODGERS aye

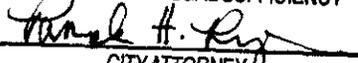
E. WADE aye

D. WILSON absent

S. BLUE aye

D. SCHNYER aye

dw/

REVIEWED FOR LEGAL SUFFICIENCY

CITY ATTORNEY
CITY OF RIVIERA BEACH
DATE: 9/15/00

AGREEMENT

THIS AGREEMENT entered into this 1st day of October, 2000 by and between the **Palm Beach County Resource Center** hereinafter referred to as "**PBCRC**", and **The City of Riviera Beach, Florida**, whose address is 600 West Blue Heron Boulevard, Riviera Beach, Florida 33404 hereinafter referred to as "**CITY**".

WITNESSETH:

WHEREAS, the Palm Beach County Resource Center is a non-profit corporation which provides financial and technical assistance to business owners of the City of Riviera Beach.

NOW, THEREFORE IN CONSIDERATION OF THE MUTUAL COVENANTS MADE HEREIN, IT IS AGREED AS FOLLOWS:

ARTICLE I: Scope of Services

- A. PBCRC shall provide **management and technical assistance services** to eligible business owners or prospective business owners as outlined in Attachment I. All owners or prospective business owners shall have businesses located or to be located within the City of Riviera Beach, Florida.
- B. The activities specified above shall be carried out on behalf of the residents of the City.
- C. No eligible business owner or prospective business owner of the CITY shall be excluded from participation in, or be denied the benefits of the services of this Agreement on the grounds of race, color, religion, sex, sexual orientation or national origin.

ARTICLE II: Compensation

- A. The CITY shall grant to PBCRC funds in the amount of \$15,000 as outlined in budget in Attachment II and made a part hereof.
- B. In no event shall the total compensation and/or reimbursements to be paid by the CITY exceed the maximum sum of Fifteen Thousand Dollars (\$15,000).
- C. Any cost to the City shall be related to the performance of the Scope of Services and shall be based on the definition of counseling services as follows: " A counseling service is a contact between PBCRC's counselor/ consultant and client for the purpose of (a) preparing a loan

application, (b) providing technical assistance to develop a business plan or related follow-up counseling or (c) other technical assistance in the areas of marketing, procurement, administration, manufacturing and construction or (d) seminars, workshops, and (e) other aspects of professional consulting services or follow-up counseling provided by PBCRC and approved by the CITY.

- D. If the maximum authorized compensation set forth in this Agreement has not been expended prior to September 30, 2001, and if all other terms and requirements of this Agreement have been fulfilled, the Agreement may be extended until the maximum amount authorized has been attained.

ARTICLE III: Method of Payment

- A. Payment requests must be in writing and accompanied by the proper documentation of services rendered, including, but not limited to an Invoice Cover Form (Attachment III), and a Client Breakdown/Services Rendered Form (Attachment IV).
- B. PBCRC shall submit invoices to the CITY on a monthly basis. Invoices must be received by the 5th of each month for payment to be made in the month in which invoice is submitted. The CITY shall review and forward the Invoices (provided they are properly submitted) to the Finance Department.
- C. PBCRC shall maintain on file information regarding gross income, race, household size, female head of households and zip codes for each beneficiary served.

ARTICLE IV: Monitoring and Evaluation

- A. Monitoring visits shall be conducted of PBCRC at the CITY's discretion. Such visits shall take place at least once a year, but may be conducted as deemed necessary. All records relative to this agreement maintained by PBCRC shall be made accessible to any CITY auditor.
- B. The CITY shall prepare written reports of its annual monitoring visits of the PBCRC and the CITY Commission.

ARTICLE V: Uniform Administrative Requirement

PBCRC must comply with applicable uniform administrative requirements as set forth in the following: Office of Management and Budget (OMB) Circular A-122, " Cost Principles for Non-Profit Organizations."

ARTICLE VI: Indemnification

PBCRC shall defend, hold harmless, and indemnify the CITY from and against any and all liability, injury, loss, claims, damages, costs, attorney's fees and expenses of whatever kind or nature which the CITY may sustain, suffer or incur or be required to pay by reason of any act or failure to act of the PBCRC in the execution or performance of this Agreement.

ARTICLE VII: Integration Clause

This Agreement embodies the whole agreement of the parties. There are no promises, terms, conditions, or obligations other than those contained herein; and this Agreement should supersede all previous communications, representations, or agreements, either verbal or written, between the parties.

ARTICLE VIII: Suspension and Termination

This agreement shall be suspended or terminated upon PBCRC's inability or failure to perform conditions or terms herein as determined by the sole discretion of the CITY; or when the CITY and PBCRC agree to terminate this Agreement in whole or in part. PBCRC shall not obligate additional funds upon such notification.

ARTICLE IX: Time of performance

This Agreement shall extend from October 1, 2000 through September 30, 2001. The appropriation of funds for this Agreement period in no way obligates the CITY to subsequent funding in ensuing periods.

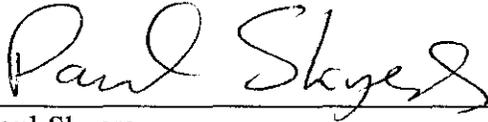
IN WITNESS WHEREOF, the parties hereto have caused this Agreement to be executed on the day and year first written above.

CITY OF RIVIERA BEACH,
FLORIDA



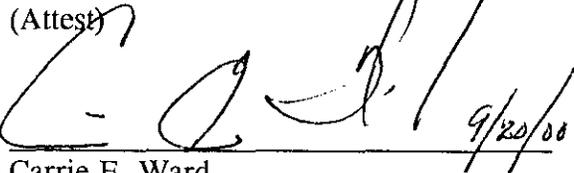
Michael D. Brown
Mayor

PALM BEACH COUNTY RESOURCE CENTER, INC.

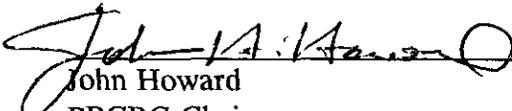


Paul Skyers
Executive Director

(Attest)



Carrie E. Ward
City Clerk



John Howard
PBCRC Chairman

REVIEWED FOR LEGAL SUFFICIENCY


CITY ATTORNEY
CITY OF RIVIERA BEACH
DATE: 9/15/00

ATTACHMENT I

PROPOSED SCOPE OF SERVICES for City of Riviera Beach Businesses

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

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

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

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

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

PERFORMANCE INDICATORS	GOALS
Financial Pkgs. Approved	120,000
Procurements Approved	300,000
# of New Clients Assisted	12

ATTACHMENT II

ACTIVITY BUDGET

Expense Items

Cost Year 1

Activity Cost Requested	\$ 15,000.00	
The provision of management and technical assistance to Business that are based within Riviera Beach		
Initial Program Setup Costs (Labor & Materials)	\$ 4,000.00	
Plans Room Updates & Opportunity Identification	\$ 2,500.00	
The compilation of Certification Packages, Loan Packages Business Plans, Incorporation Take-offs, Financial Projections, Ect.	\$ 8,500.00	
Total Project Cost	\$ 15,000.00	\$15,000.0

ATTACHMENT III

Date

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

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

Subject: INVOICE REIMBURSEMENT

Attached, you will find Invoice #__ requesting reimbursement in the amount of \$ ____ expenditures for this invoice covers the period October 1, 2000 through October 31, 2000. You will also find attached backup, original documentation relating to the expenditures involved.

Approved for Payment

Reimbursement Request History

Invoice #	Amount	Cumulative Total to Date	Remaining Balance
	\$	\$	\$

ATTACHMENT IV

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

Date:

Invoice Submitted To:

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

Invoice # 01

Invoice for October 1, 2000 through October 31, 2000

Business Planning \$
(Clients listed individually)

Loan Packages
(Clients listed individually)

Procurement Assistance
(Clients listed individually)

TOTAL BALANCE DUE

RESOLUTION NO. 170-00

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF RIVIERA BEACH, PALM BEACH COUNTY, FLORIDA, EXPRESSING THE CITY'S LACK OF CONFIDENCE IN THE ACTIONS OF ENVIRONMENTAL PROTECTION AGENCY REGION IV'S CONDUCT WITH RESPECT TO ITS HANDLING OF THE SOLITRON SITE CONTAMINATION ISSUE; ITS OVERALL APPROACH TO PROVIDING A SOLUTION SATISFACTORY TO THE CITY IN THIS MATTER; AND ITS CONDUCT WITH RESPECT TO THE PUBLIC MEETING PROCESS, AND URGING ENVIRONMENTAL PROTECTION AGENCY HEADQUARTERS, WASHINGTON DC, TO UNDERTAKE AN INDEPENDENT REVIEW OF THIS MATTER INCLUDING A FAIR AND IMPARTIAL REVIEW OF TECHNICAL COMMENTS THAT THE CITY IS SUBMITTING TO ENVIRONMENTAL PROTECTION AGENCY HEADQUARTERS ON SEPTEMBER 21, 2000.

WHEREAS, the Environmental Protection Agency's (EPA) Proposed Plan for the Solitron Site Remediation does not provide for clean up of the full extent of the Solitron contaminant plume; it stops short of where the greatest concern lies: The City's drinking water well field; and

WHEREAS, EPA's Proposed Plan runs contrary to data showing levels of vinyl chloride in public water supply wells PW-4, PW-6 and PW-12A that exceed the Maximum Contaminant Levels allowed by EPA; and

WHEREAS, EPA did not test PW-4 and PW-6 in the most recent round of sampling even though these key public water supply wells would be expected to contain contamination from the Solitron plume; and

WHEREAS, although EPA has recognized that the contamination from Solitron is located at relatively deep levels in the aquifer, EPA installed monitoring wells at relatively shallow levels; and

WHEREAS, although continued operation of the City's air stripper is a premise of EPA's proposed plan, EPA excluded the air stripper from the Proposed Plan and doing so has the effect of providing no relief to the City which has spent large sums on the construction and operation of the air stripper and to date, is the only party to take action to protect human health in connection with the contamination notwithstanding that it did nothing to cause the problem; and

WHEREAS, after widespread public concern about these and other considerations was expressed at a public meeting held by EPA as required by the Comprehensive Environmental Response, Compensation and Liability Act ("CERCLA") on August 14, 2000, EPA without any legitimate basis decided that the August 14 meeting did not qualify as an EPA public comment period meeting; and

WHEREAS, EPA scheduled another meeting at the Hilton Hotel on Singer Island but provided inadequate and short notice thereby limiting considerably, the ability of many City residents to attend the meeting and make comments.

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 of the City of Riviera Beach expresses its lack of confidence in EPA Region IV's ability to fairly protect the citizens of Riviera Beach and the environment due to its conduct with respect to the Solitron Site Contamination matter.

Section 2. That the City Council of the City of Riviera Beach seriously questions EPA Region IV's approach with respect to both the public meeting process and its initial proposed recommendations concerning an acceptable resolution to issues related to this matter.

Section 3. That the City Council of the City of Riviera Beach urges EPA Headquarters, Washington DC, to conduct an independent review of this matter including a review of technical comments that the City is submitting to EPA on September 21, 2000, and public comments taken from Riviera Beach residents at the Public Comment Meeting of August 14, 2000.

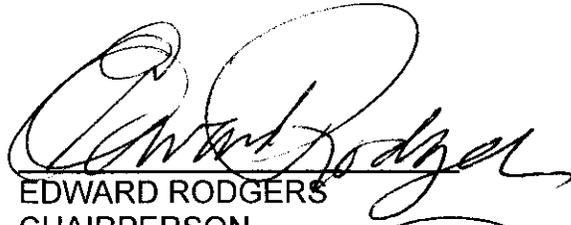
Section 4. That the City Council of the City of Riviera Beach hereby directs that a copy of this Resolution be forwarded to EPA Headquarters, Washington DC and members of the Florida Congressional Delegation.

Section 5. This Resolution shall take effect immediately upon passage and adoption by the City Council.

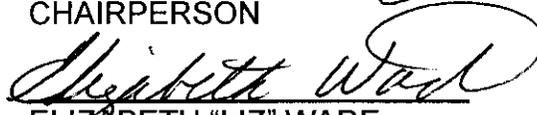
PASSED and ADOPTED this 20th day of September, 2000.

APPROVED:


MICHAEL D. BROWN
MAYOR


EDWARD RODGERS
CHAIRPERSON

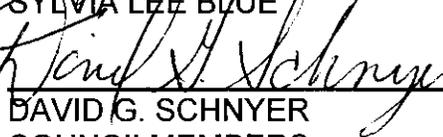
(MUNICIPAL SEAL)


ELIZABETH "LIZ" WADE
CHAIR PRO-TEM

ATTEST

DONALD R. WILSON


CARRIE E. WARD, CMC/AE
CITY CLERK


SYLVIA LEE BLUE

DAVID G. SCHNYER
COUNCILMEMBERS

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


PAMALA H. RYAN
CITY ATTORNEY
CITY OF RIVIERA BEACH

Date 9/20/00

WEW:mem
9/20/00

Florida Statewide

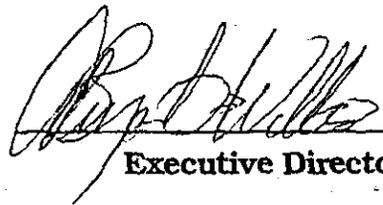
& Inter-Local Certification



Florida Department of Labor and Employment Security
Minority Business Advocacy and Assistance Office

Ward & Smith, P.A.

is certified as a **Minority Business Enterprise**
under the provisions of Chapter 287, Florida Statutes and Inter-Local Agreement,
for a one year period from March 21, 2000 to March 21, 2001.


Executive Director


Certification Manager