

**AN INTERLOCAL AGREEMENT BETWEEN THE
BOARD OF COUNTY COMMISSIONERS, PALM BEACH
COUNTY, FLORIDA, HEREIN REFERRED TO AS
"COUNTY" AND THE CITY OF RIVIERA BEACH OF
PALM BEACH COUNTY, FLORIDA, HEREIN
REFERRED TO AS "AGENCY".**

WHEREAS, Part 1 of Chapter 163 of the Florida Statutes permits public agencies as defined therein to enter into interlocal agreements with each other to exercise jointly any power, privilege, or authority which such agencies share in common and which each might exercise separately; and

WHEREAS, the federal government created the Ft. Lauderdale Urban Area Security Initiative (UASI) which consists of the core cities of Fort Lauderdale, Miramar, Hollywood, Pembroke Pines, and Miami Gardens; and

WHEREAS, the Ft. Lauderdale UASI invited the Palm Beach County Board of County Commissioners and the Sheriff of Palm Beach County to participate in the Ft. Lauderdale UASI as equal partners with its core cities; and

WHEREAS, the Ft. Lauderdale UASI has identified the City of Miramar as its fiscal agent in all dealings related to the UASI; and

WHEREAS, the Ft. Lauderdale UASI, through the City of Miramar, will provide \$698,600 (Six Hundred Ninety-eight Thousand Six Hundred Dollars) as a portion of the UASI funds to Palm Beach County as a sub-grantee; and

WHEREAS, the City of Riviera Beach has been identified as a recipient of One Hundred Fifty Thousand Dollars (\$150,000) of the funds granted to Palm Beach County.

NOW, THEREFORE, in consideration of the foregoing, the parties agree as follows:

Article 1. Purpose

This agreement delineates the responsibilities of the AGENCY for activities under FY2006 Urban Area Security Initiative (UASI) which was made available by the U.S. Department of Homeland Security, through the Office for Domestic Preparedness and the State of Florida.

Article 2. Scope

The provisions of this agreement apply to FY2006 UASI activities to be performed at the request of the federal government, and in conjunction with, preparation for, or in anticipation of, a terrorist event.

No provisions of this agreement limit the activities of AGENCY in performing local and state functions.

Article 3. AGENCY agrees to:

A. Submit a detailed budget conforming to the Scope of Work (Attachment 1) prior to initiating any work or purchase of equipment, goods, or services.

B. Submit a Resolution from the AGENCY that the AGENCY complies with the requirements identified/established by the National Incident Management System (NIMS) and the National Response Plan (NRP).

C. Comply with reporting requirements identified in Attachment 2.

D. Maintain the items purchased in working order for the life of the items.

E. If appropriate, provide the purchased items to the UASI for mutual aid allocation to other governmental agencies within the UASI region.

F. Complete the project as soon as possible and no later than the termination date set forth herein.

G. Submit a Final Invoice. In order for both parties to close their books and records, the AGENCY will clearly state "final invoice" on the AGENCY's final/last billing to the COUNTY. This shall constitute AGENCY's certification that all services have been properly performed and all charges and costs have been invoiced to Palm Beach County. Any other charges not properly included on this final invoice are waived by the AGENCY.

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

I. 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 or termination of this Agreement. The COUNTY 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 AGENCY's place of business.

J. Comply with the requirements of the UASI Grant Program FY 2006 and the terms, conditions, certifications and other requirements contained in the Federally-Funded Subgrant Agreement between the State of Florida, Division of Emergency Management, and the City of Miramar, attached hereto as "Attachment 3", including but not limited to budget authorizations, required accounting and reporting on fund usage, use of funds only for the intended purpose, and tracking of federally funded assets.

Article 4. Palm Beach County agrees to:

A. Review invoices received from the AGENCY to verify that services have been rendered in conformity with the Agreement. Approved invoices will then be sent to the UASI fiscal agent for review and approval. Upon approval by the UASI, the COUNTY will send the AGENCY's approved invoice to the COUNTY's Finance Department for payment. Invoices will normally be paid within thirty (30) days following the COUNTY representative's submittal. Invoices not approved will be returned to AGENCY for correction and resubmittal.

B. Reimburse AGENCY an amount not to exceed One Hundred Fifty Thousand Dollar (\$150,000) when properly invoiced requests have been approved by the UASI.

Article 5. Term of Agreement and Obligation to Pay

A. The term of this agreement commences upon execution by the AGENCY and COUNTY and terminates on January 31, 2008 unless otherwise extended upon the written agreement of each party.

B. The COUNTY's performance and obligation to pay under this Agreement for subsequent fiscal years is contingent upon annual appropriations for its purpose by the Board of County Commissioners.

Article 6. Liability

Each party to this Agreement shall be liable for its own actions and negligence and, to the extent permitted by law, COUNTY shall be responsible to the AGENCY for any actions, claims or damages arising out of COUNTY's negligence in connection with this Agreement, and AGENCY shall be responsible to COUNTY for any actions, claims, or damages arising out of AGENCY's negligence in connection with the Agreement. The

foregoing shall not constitute a waiver of sovereign immunity beyond the limits set forth in Florida Statutes, Section 768.28, or of any defense available to either party.

Article 7. Indemnification

The COUNTY recognizes its liability for certain tortuous acts of its agents, officers, and employees to the extent and limit in 768.28 Florida Statutes, the State of Florida's partial waiver of sovereign immunity. Provided, however, this provision shall not be construed as a waiver of any right of defense that the COUNTY may possess and COUNTY reserves all such rights as against any and all claims that may be brought under this Agreement.

The AGENCY recognizes its liability for certain tortuous acts of its agents, officers, and employees to the extent and limit in 768.28 Florida Statutes, the State of Florida's partial waiver of sovereign immunity. Provided, however, this provision shall not be construed as a waiver of any right of defense that the AGENCY may possess and AGENCY reserves all such rights as against any and all claims that may be brought under this Agreement.

Article 8. Insurance

The Parties will maintain the following insurance policies during the term of this Agreement:

The Parties warrant that they are self-insured and agree to maintain general liability insurance as required by law. The AGENCY further agrees to provide the COUNTY with a copy of said insurance certificate.

Article 9. Non-Discrimination

The Parties shall not discriminate on the basis of race, age, religion, color, gender, national origin, marital status, disability or sexual orientation.

Article 10. Modifications of Work

This Agreement or the Scope of Work may be modified or amended only by mutual written consent of the AGENCY, COUNTY, and the UASI fiscal agent.

Article 11. Relationship of the Parties

The Parties hereto acknowledge that their relationship is that of independent contractors. No employee of either party shall be deemed an employee of the other party. Nothing contained herein shall be construed to create a partnership or joint venture between the Parties.

Article 12. No Third Party Beneficiaries

This Agreement and the provisions hereof are for the exclusive benefit of the Parties hereto and their affiliates and not for the benefit of any third person, nor shall this Agreement be deemed to confer or have conferred any rights, express or implied, upon any other third person.

Article 13. Notices

Any notices to be provided hereunder shall be in writing and given by personal service, mailing the same by United States certified mail, return receipt requested, and postage prepaid or a nationally recognized overnight carrier, addressed as follows:

If to COUNTY to: Paul W. Milelli, Director
Department of Public Safety
20 South Military Trail
West Palm Beach, FL 33415

With a copy to:

Denise M. Nieman, County Attorney
301 N. Olive Ave.
West Palm Beach, FL 33401

If to AGENCY to:

Clarence D. Williams, Chief
Riviera Beach Police Department
600 West Blue Heron Boulevard
Riviera Beach, FL 33404

Article 14. Severability

The invalidity or unenforceability of any provision or clause hereof shall in no way effect the validity or enforceability of any other clause or provision hereof.

Article 15. Waiver and Delay

No waiver or delay of any provision of this Agreement at any time will be deemed a waiver of any other provision of this Agreement at such time or will be deemed a waiver of such provision at any other time.

Article 16. Assignment; Binding Agreement

Neither party shall assign this Agreement without the written consent of the other party, which consent shall not be unreasonably withheld or delayed. This Agreement shall be binding upon and inure to the benefit of the Parties hereto and their respective successors and permitted assigns.

Article 17. Governing Law and Venue

This Agreement shall be construed in accordance with the laws of the State of Florida. Any dispute arising with respect to this Agreement is subject to the laws of Florida. Venue shall lie in Palm Beach County, Florida.

Article 18. Entirety of Contractual Agreement

The COUNTY and AGENCY agree that this Agreement sets forth the entire agreement between the parties, and that there are no promises or understandings other than those stated herein. None of the provisions, terms and conditions contained in this Agreement may be added to, modified, superseded or otherwise altered, except by written instrument executed by the parties hereto in accordance with Article 10-Modifications of Work.

Article 19. Termination

This Agreement may be terminated without cause by either party to the Agreement upon sixty (60) days written notice to the other party. Any eligible expenses paid by the AGENCY before termination date will be reimbursed by the COUNTY.

IN WITNESS WHEREOF, the AGENCY has caused this Agreement to be executed by its Mayor and the COUNTY has caused the Agreement to be executed on behalf of its Board of County Commissioners.

CITY OF RIVIERA BEACH
PALM BEACH COUNTY, FLORIDA

By: Thomas Morte
MAYOR

PALM BEACH COUNTY BOARD
OF COUNTY COMMISSIONERS

By: Paul W. Milelli
Paul W. Milelli, Director
Department of Public Safety

ATTEST: _____

DATE: April 4, 2007

By: C. E. Ward
CARRIE E. WARD
MASTER MUNICIPAL CLERK
CITY CLERK

SHARON R. BOCK,
CLERK & COMPTROLLER

By: _____
Deputy Clerk

APPROVED AS TO FORM AND
LEGAL SUFFICIENCY

By: [Signature]
County Attorney

APPROVED AS TO FORM AND
LEGAL SUFFICIENCY

By: Pamala Hanna Ryan
PAMALA HANNA RYAN
CITY ATTORNEY

APPROVED AS TO TERMS AND
CONDITIONS

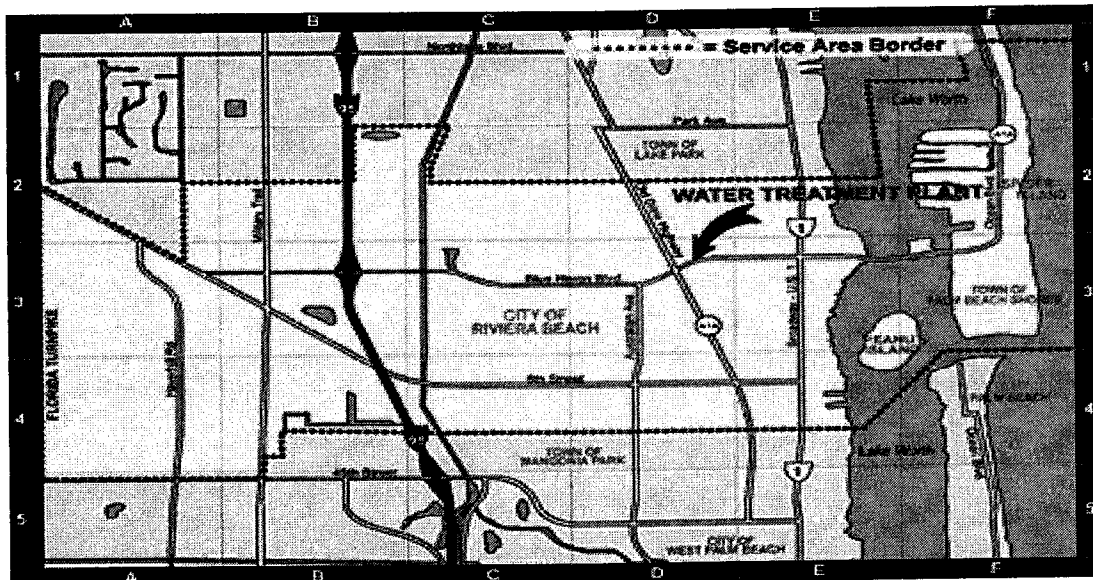
By: Paul W. Milelli
Department Director

Attachment 1 Scope of Work Riviera Beach UASI Project

Problem Identification

The grant will be used to assist the water treatment plant operators and utility managers in reducing risks from, and providing protection against possible natural disasters and intentional terrorist attacks.

The City of Riviera Beach Waste Water Treatment Plant is a possible soft target for a terrorist attack. The Treatment Plant is a 5-acre facility that is responsible for producing and distributing safe drinking water and sewage collection throughout the City and neighboring municipalities in Palm Beach County. This area is bordered by Silver Beach Road on the North, Florida Turnpike on the West, the Atlantic Ocean on the East; and all the way to 45th Street on the South. Located at Blue Heron and the railroad, the main facility plant has a 3.5 million gallon per day capacity, with a peak capacity of 4 million gallons per day.



Project Description

The police department proposes to decrease the vulnerability of the facility by enhancing vehicle barriers at main access points and securing fences throughout the park at vulnerable points; enhancing locks and alarms and restricting gate access; installing a camera system throughout the facility and in all parking areas.

Proposed Line Item Budget

EQUIPMENT

		AEL			
RF Devices					
TT1118	IAP7000 Intelligent Access Point	4.2.5	\$5,500.00	4	\$ 22,000
TT04572AA	SWK 7022 Enable MEA 4.9 Clients	4.2.5	\$1,100.00	4	\$ 4,400
TT1122	WMC7000 - 4.9 GHz Motion PCMCIA Card	4.2.5	\$ 700.00	6	\$ 4,200
Antennas					
TT04575AA	WMC7000 PCMCIA 4.9 GHz 2 dB Antenna	6.3.7	\$ 54.20	6	\$ 325
Video Cameras (MESH Enabled)					
HK1257A	Sony Camera Kit, Sony SNC-RX550N/W-MT/W-MT 1 WMC7300 Card 1 Outdoor dome, mounting brackets and Antenna	3.1.3.3	\$5,850.00	18	\$ 105,300
TT04774AA	OUTDOOR SINGLE/MULTIPLE 24VAC PS	3.2.2.2	\$266.00	7	\$ 1,862
RLN6189	REAL SHOT MANAGER V3 SUPPORTING 8 CAMERAS		\$2,195.00	1	\$ 2,195
DDN9039	Recording Server	4.2.1	\$5,400.00	1	\$ 5,400
L3525	Workstation	4.2.1	\$2,600.00	1	\$ 2,600
TT1499	Monitor	4.2.1	\$873.00	1	\$ 873
Backhaul					
5701SMBC	5.7 GHZ Subscriber Module w/AES		\$845.00	1	\$ 845
EQUIPMENT TOTAL					\$150,000

RESOLUTION NO. 33-07

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF RIVIERA BEACH, PALM BEACH COUNTY, FLORIDA INSTITUTIONALIZING THE USE OF THE NATIONAL INCIDENT MANAGEMENT SYSTEM (NIMS) AS THE CITY OF RIVIERA BEACH'S STANDARD FOR INCIDENT MANAGEMENT; AND PROVIDING AN EFFECTIVE DATE.

WHEREAS, the U.S. Department of Homeland Security has now required that Federal, State, local, and tribal governments formally recognize the National Incident Management System (NIMS) and adopt NIMS principles and policies; and

WHEREAS, the President, in Homeland Security Presidential Directive (HSPD)-5, directed the Secretary of the Department of Homeland Security to develop and administer a National Incident Management System (NIMS), which would provide a consistent nationwide approach for Federal, State, local, and tribal governments to work together more effectively and efficiently to prevent, prepare for, respond to and recover from domestic incidents, regardless of cause, size or complexity; and

WHEREAS, it is critical that Federal, State, local, and tribal organizations utilize standardized terminology; standardized organizational structures; interoperable communications; consolidated action plans; unified command structures; uniform personnel qualification standards; and uniform standards for planning, training and exercising, comprehensive resource management, and designated incident facilities during emergencies or disasters; and

WHEREAS, the NIMS standardized procedures for managing personnel, communications, facilities and resources will improve the City of Riviera Beach's ability to utilize federal funding to enhance local agency readiness, maintain first responder safety, and streamline incident management processes; and

WHEREAS, the Incident Command System (ICS) components of the NIMS are already an integral part of various incident management activities throughout the City of Riviera Beach including current emergency management training programs.

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

SECTION 1. The National Incident Management System (NIMS) will be the City of Riviera Beach standard for incident management; and

SECTION 2. The City of Riviera Beach will incorporate the National Incident Management System (NIMS) into existing emergency operation planning, training, and exercises; and

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SECTION 3. The City of Riviera Beach will institutionalize the use of the Incident Command System; and

SECTION 4. The City of Riviera Beach will promote the use of mutual aid agreements; and


SECTION 5. This Resolution shall take effect immediately upon its approval.

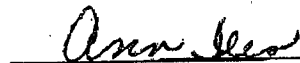
PASSED AND APPROVED THIS 7TH DAY OF MARCH, 2007.

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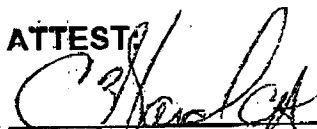
RESOLUTION NO. 33-07
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APPROVED:



MICHAEL D. BROWN
MAYOR

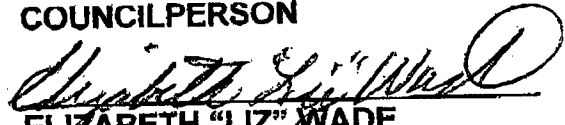

ANN ILES
CHAIRPERSON

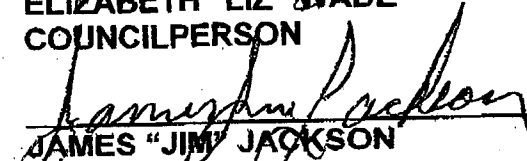
ATTEST:


CARRIE E. WARD,
MASTER MUNICIPAL CLERK
CITY CLERK


VANESSA LEE
CHAIR PRO TEM


NORMA DUNCOMBE
COUNCILPERSON


ELIZABETH "LIZ" WADE
COUNCILPERSON


JAMES "JIM" JACKSON
COUNCILPERSON

MOTIONED BY: N. DUNCOMBE

SECONDED BY: V. LEE

A. ILES: AYE

V. LEE: AYE

N. DUNCOMBE: AYE

E. WADE: AYE

J. JACKSON: AYE

REVIEWED AS TO LEGAL SUFFICIENCY


PAMALA HANNA RYAN, CITY ATTORNEY

DATE: 2-27-2007