

RESOLUTION NO. 153-10

**A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF RIVIERA BEACH, PALM BEACH COUNTY, FLORIDA, APPROVING THE MAINTENANCE SERVICE AGREEMENT FOR SERVICE OF EQUIPMENT AND RADIO SERVICE FOR THE FISCAL YEAR 2010/2011, WITH MOTOROLA COMMUNICATIONS AND ELECTRONICS, INC. (MOTOROLA), AT A TOTAL COST OF \$50,862.96, AUTHORIZING THE MAYOR AND CITY CLERK TO SIGN SAID AGREEMENT; AND AUTHORIZING PAYMENT FROM ACCOUNT NUMBER 001-0817-521-0-4601; AND PROVIDING AN EFFECTIVE DATE.**

**WHEREAS**, the City has contracted with Motorola to maintain the Radio equipment since 1994.

**WHEREAS**, the contract is renewed annually.

**WHEREAS**, Motorola has submitted a contract to continue to service and maintain the City's Radio equipment for the total sum of \$50,862.96.

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

**SECTION 1.** The City Council authorizes the Mayor and City Clerk to sign said agreement on behalf of the City.

**SECTION 2.** The Finance Director is authorized to make monthly payments in the amount of \$4,238.58 from account number 001-0817-521-0-4601 to Motorola for maintenance of the 800 MHz trucking Radio equipment and portable radios.

**SECTION 3.** This Resolution shall take effect upon its passage and adoption by City Council.

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APPROVED:

*Thomas A. Masters*  
THOMAS A. MASTERS  
MAYOR

*Dawn S. Pardo*  
DAWN S. PARDO  
CHAIRPERSON

ATTEST:

*C. E. Ward* 12/1/10  
CARRIE E. WARD  
MASTER MUNICIPAL CLERK  
CITY CLERK

ABSENT  
JUDY L. DAVIS  
CHAIR PRO TEM

*Billie E. Brooks*  
BILLIE E. BROOKS  
COUNCILPERSON

*Cedrick A. Thomas*  
CEDRICK A. THOMAS  
COUNCILPERSON

*Shelby L. Lowe*  
SHELBY L. LOWE  
COUNCILPERSON

MOTIONED BY: *Brooks*  
SECONDED BY: *Thomas*  
D. PARDO *Aye*  
J. DAVIS *Absent*  
B. BROOKS *Aye*  
C. THOMAS *Aye*  
S. LOWE *Aye*

REVIEWED AS TO LEGAL SUFFICIENCY  
*Pamela H. Ryan*  
PAMALA HANNA RYAN, CITY ATTORNEY

DATE: 11/10/10



September 8, 2010

City of Riviera Beach  
Attn: Asst. Chief Danny Jones  
600 West Blue Heron Blvd.  
Riviera Beach, FL 33040

**RE: Extension to Maintenance and Support Agreement: S00001002124**  
**Product: Motorola SmartZone Radio System**

Dear Asst. Chief Danny Jones:

By means of this letter, Motorola, Inc. hereby extends the City of Riviera Beach's maintenance and support agreement as referenced above. Enclosed are two (2) copies of the updated equipment inventory, Statements of Work and Pricing Worksheet for the period **10/01/2010** through **9/30/2011**. All terms and conditions shall remain in full force and effect.

Please indicate acceptance of this extension by signing the acceptance block below and **returning one copy to my attention at Motorola, Inc. 8000 W Sunrise Blvd RCV West 11-14J, Plantation, Florida 33322 or fax it to my attention at 954-723-4791 on or before 10/20/2010**. Failure to return this fully executed letter on or before **10/20/2010** will result in a lapse in maintenance, which will be subject to a 10% recertification and reimplementation fee.

If you have any questions or need further clarification, please contact me directly at 954-723-4718 or 954-520-8868. In addition you can also send an email to me at [cindee@motorola.com](mailto:cindee@motorola.com).

Sincerely,

*Cindee Markes*

Cindee Markes  
Customer Support Mgr.  
Motorola, Inc.

Accepted by:

**MOTOROLA, INC.**

Signed by: *Cindee Markes*

Printed Name: Cindee Markes

Title: Customer Support Manager

Date: 9-8-2010

**City of Riviera Beach**

Signed by: *Thomas A. Masters*

Printed Name: THOMAS A. MASTERS

Title: MAYOR

Date: DECEMBER 1, 2010

*C-E-W*  
CARRIE E. WARD, MMC, CITY CLERK

## Pricing Worksheet

**Effective Date:** 10/1/2010

**Customer:** Riviera Beach, City of

**Contract Number:** S00001002124

### **Service Products Provided**

Dispatch

OnSite Infrastructure Response

Network Monitoring

Infrastructure Repair with Advanced Replacement

Console Only Software Subscription Agreement

Local Radio Combo Package

Local Response & Repair for FHAS Zetron Equipment

**Maintenance Total: \$ 50,862.96**

**Customer:** Riviera Beach, City of

**Effective:** 10/1/2010

**Qty**      **SmartZone Radio Equipment**

4      Gold Elite Consoles  
1      CEB  
4      Spectra Consolettes  
4      MCC3600 Remotes  
1      Dispatch Center

**Qty**      **Fire House Alerting System**

2      Zetron Model 26 (main & backup)  
5      Zetron Model 6 Units (4 Fire Stations, 1 Dispatch)  
2      Control Stations

**Qty**      **Subscribers**

20      LTS2000  
125      XTS5000



## Statement of Work

### On Site Infrastructure Response and Dispatch Service

#### 1.0 Description of Services

The Motorola System Support Center (SSC) will receive Customer request for service and dispatch a Servicer. The Servicer will respond to the Customer location based on pre-defined Severity Levels set forth in the Severity Definitions Table and Response times set forth in the Response Time Table in order to Restore the System.

Motorola will provide Case management as set forth herein. The SSC will maintain contact with the on-site Servicer until System Restoral and Case is closed. The SSC will Continuously track and manage Cases from creation to close through an automated Case tracking process. This Case management allows for Motorola to provide Case activity reports.

The terms and conditions of this Statement of Work (SOW) are an integral part of Motorola's Service Terms and Conditions or other applicable Agreement to which it is attached and made a part thereof by this reference.

#### 2.0 Motorola has the following responsibilities:

- 2.1. Continuously receive service requests.
- 2.2. Create a Case as necessary when service requests are received. Gather information to perform the following:
  - 2.2.1. Characterize the issue.
  - 2.2.2. Determine a plan of action.
  - 2.2.3. Assign and track the Case to resolution.
- 2.3. Dispatch a Servicer as required by Motorola standard procedures and provide necessary Case information collected in 2.2.
- 2.4. Ensure the required personnel have access to Customer information as needed.
- 2.5. Servicer will perform the following on-site:
  - 2.5.1. Run diagnostics on the Infrastructure or FRU.
  - 2.5.2. Replace defective Infrastructure or FRU, as applicable. Customer, Servicer or Motorola may provide Infrastructure or FRU.
  - 2.5.3. Provide materials, tools, documentation, physical planning manuals, diagnostic/test equipment and any other requirements necessary to perform the Maintenance service.
  - 2.5.4. If a third party Vendor is needed to Restore the System, the Servicer may accompany that Vendor onto the Customer's premises.
- 2.6. Verify with Customer that Restoration is complete or System is functional, if required by Customer's repair Verification in the Customer Support Plan required by section 3.2. If Verification by Customer cannot be completed within 20 minutes of Restoration, the Case will be closed and the Servicer will be released.
- 2.7. Escalate the Case to the appropriate party upon expiration of a Response time.
- 2.8. Close the Case upon receiving notification from Customer or Servicer, indicating the Case is resolved.
- 2.9. Notify Customer of Case Status as defined required by the Customer Support Plan:
  - 2.9.1. Open and closed; or
  - 2.9.2. Open, assigned to the Servicer, arrival of the Servicer on-site, deferred or delayed, closed.
- 2.10. Provide Case activity reports to Customer.

#### 3.0 Customer has the following responsibilities:

- 3.1. Contact Motorola, as necessary, to request service.
- 3.2. Provide Motorola with pre-defined Customer information and preferences prior to Start Date necessary to complete Customer Support Plan.
  - 3.2.1. Case notification preferences and procedure.
  - 3.2.2. Repair Verification preference and procedure.



- 3.2.3. Database and escalation procedure forms.
- 3.2.4. Submit changes in any information supplied in the Customer Support Plan to the Customer Support Manager.
- 3.3. Provide the following information when initiating a service request:
  - 3.3.1. Assigned System ID number.
  - 3.3.2. Problem description and site location.
  - 3.3.3. Other pertinent information requested by Motorola to open a Case.
- 3.4. Allow Servicers access to Equipment.
- 3.5. Supply Infrastructure or FRU, as applicable, in order for Motorola to Restore the System as set forth in paragraph 2.5.2.
- 3.6. Maintain and store in an easily accessible location any and all Software needed to Restore the System.
- 3.7. Maintain and store in an easily accessible location proper System backups.
- 3.8. For E911 systems, test the secondary/backup PSAP connection to be prepared in the event of a catastrophic failure of a system. Train appropriate personnel on the procedures to perform the function of switching to the backup PSAP.
- 3.9. Verify with the SSC that Restoration is complete or System is functional, if required by Repair Verification preference provided by Customer in accordance with section 3.2.
- 3.10. Cooperate with Motorola and perform all acts that are reasonable or necessary to enable Motorola to provide these services.

### Severity Definitions Table

Severity Level	Problem Types
Severity 1	<ul style="list-style-type: none"> <li>▪ Response is provided Continuously</li> <li>▪ Major System failure</li> <li>▪ 33% of System down</li> <li>▪ 33% of Site channels down</li> <li>▪ Site Environment alarms (smoke, access, temp, AC power.</li> <li>▪ This level is meant to represent a major issue that results in an unusable system, sub-system, Product, or critical features from the Customer's perspective. No Work-around or immediate solution is available.</li> </ul>
Severity 2	<ul style="list-style-type: none"> <li>▪ Response during Standard Business Day</li> <li>▪ Significant System Impairment not to exceed 33% of system down</li> <li>▪ System problems presently being monitored</li> <li>▪ This level is meant to represent a moderate issue that limits a Customer's normal use of the system, sub-system, product, or major non-critical features from a Customer's perspective</li> </ul>
Severity 3	<ul style="list-style-type: none"> <li>▪ Response during Standard Business Day</li> <li>▪ Intermittent system issues</li> <li>▪ Information questions</li> <li>▪ Upgrades/Preventative maintenance</li> <li>▪ This level is meant to represent a minor issue that does not preclude use of the system, sub-system, product, or critical features from a Customer's perspective. It may also represent a cosmetic issue, including documentation errors, general usage questions, recommendations for product enhancements or modifications, and scheduled events such as preventative maintenance or product/system upgrades.</li> </ul>

**Response Times Table** (Customer's Response Time Classification is designated in the Service Agreement)

Severity Level	Premier Response Time	Regular Response Time
Severity 1	Within 2 hours from receipt of Notification Continuously 24 x 7	Within 4 hours from receipt of Notification Standard Business Day
Severity 2	Within 4 hours from receipt of Notification Standard Business Day	Within 4 hours from receipt of Notification Standard Business Day
Severity 3	Within 24 hours from receipt of Notification Standard Business Day	Within 24 hours from receipt of Notification Standard Business Day



# Statement of Work

## Infrastructure Repair with Advanced Replacement

### 1.0 Description of Services

Infrastructure Repair is a repair service for Motorola and select third party Infrastructure as set forth in the applicable attached Exhibit(s), all of which are hereby incorporated into this Statement of Work (SOW) by this reference. Customer's System type determines which exhibit is applicable (i.e. SmartZone system exhibit, SmartNet system exhibit). Infrastructure may be repaired down to the Component level, as applicable, at the Motorola Infrastructure Depot Operations (IDO). At Motorola's discretion, select third party Infrastructure may be sent to the original equipment manufacturer or third party vendor for repair. If Infrastructure is no longer supported by the original equipment manufacturer or third party vendor, Motorola may replace Infrastructure with similar Infrastructure, when possible.

When available, Motorola will provide Customer with an Advanced Replacement unit(s) or FRU(s) in exchange for Customer's malfunctioning FRU(s). Non-standard configurations, Customer-modified Infrastructure and certain third party Infrastructure are excluded from Advanced Replacement service. Malfunctioning FRU (s) will be evaluated and repaired by IDO and returned to IDO FRU inventory upon completion of repair. In cases where Advanced Replacement is not available or when a Customer requires the exact serial number to be returned, a FRU may be available on a Loaner basis.

The terms and conditions of this SOW are an integral part of Motorola's Service Terms and Conditions or other applicable agreement to which it is attached and made a part thereof by this reference.

### 2.0 Motorola has the following responsibilities:

- 2.1. Use commercially reasonable efforts to maintain an inventory of FRU.
- 2.2. Provide new or reconditioned units as FRU to Customer or Servicer, upon request and subject to availability. The FRU will be of similar kit and version, and will contain like boards and chips, as the Customer's malfunctioning Infrastructure.
- 2.3. Program FRU to original operating parameters based on templates provided by Customer as required in Section 3.5. If Customer template is not provided or is not reasonably usable, a standard default template will be used.
- 2.4. Properly package and ship Advanced Replacement FRU from IDO's FRU inventory to Customer specified address.
  - 2.4.1. During normal operating hours of Monday through Friday 7:00am to 7:00pm CST, excluding holidays, FRU will be sent next day air via Federal Express Priority Overnight or UPS Red, unless otherwise requested. Motorola will pay for such shipping, unless Customer requests shipments outside of the above mentioned standard business hours and/or carrier programs, such as NFO (next flight out). In such cases, Customer will be subject to shipping and handling charges.
  - 2.4.2. When sending the Advanced Replacement FRU to Customer, provide a return air bill in order for Customer to return the Customer's malfunctioning FRU. The Customer's malfunctioning FRU will become property of IDO and the Customer will own the Advanced Replacement FRU.
  - 2.4.3. When sending a Loaner FRU to Customer, IDO will not provide a return air bill for the malfunctioning Infrastructure. The Customer is responsible to arrange and pay for shipping the malfunctioning Infrastructure to IDO. IDO will repair and return the Customer's Infrastructure and will provide a return air bill for the customer to return IDO's Loaner FRU.
- 2.5. Provide repair return authorization number upon Customer request for Infrastructure that is not classified as an Advanced Replacement or Loaner FRU.
- 2.6. Receive malfunctioning Infrastructure from Customer and document its arrival, repair and return.
- 2.7. Perform the following service on Motorola Infrastructure:
  - 2.7.1. Perform an operational check on the Infrastructure to determine the nature of the problem.
  - 2.7.2. Replace malfunctioning FRU or Components.
  - 2.7.3. Verify that Motorola Infrastructure is returned to Motorola manufactured specifications, as applicable
  - 2.7.4. Perform a Box Unit Test on all serviced Infrastructure.

- 2.7.5. Perform a System Test on select Infrastructure.
  - 2.8. Provide the following service on select third party Infrastructure:
    - 2.8.1. Perform pre-diagnostic and repair services to confirm Infrastructure malfunction and eliminate sending Infrastructure with no trouble found (NTF) to third party vendor for repair, when applicable.
    - 2.8.2. Ship malfunctioning Infrastructure to the original equipment manufacturer or third party vendor for repair service, when applicable.
    - 2.8.3. Track Infrastructure sent to the original equipment manufacturer or third party vendor for service.
    - 2.8.4. Perform a post-test after repair by Motorola, original equipment manufacturer, or third party vendor to confirm malfunctioning Infrastructure has been repaired and functions properly in a Motorola System configuration, when applicable.
  - 2.9. Re-program repaired Infrastructure to original operating parameters based on templates provided by Customer as required by Section 3.5. If Customer template is not provided or is not reasonably usable, a standard default template will be used. If IDO determines that the malfunctioning Infrastructure is due to a Software defect, IDO reserves the right to reload Infrastructure with a similar Software version. Enhancement Release(s), if needed, are subject to additional charges to be paid by Customer unless the Customer has a Motorola Software Subscription agreement.
  - 2.10. Properly package repaired Infrastructure unless Customer's malfunctioning FRU was exchanged with an IDO FRU. Motorola will return Customer's FRU(s) to IDO's FRU inventory, upon completion of repair.
  - 2.11. Ship repaired Infrastructure to the Customer specified address during normal operating hours set forth in 2.4.1. FRU will be sent two-day air unless otherwise requested. Motorola will pay for such shipping, unless Customer requests shipments outside of the above mentioned standard business hours and/or carrier programs, such as NFO (next flight out). In such cases, Customer will be subject to shipping and handling charges.
- 3.0 Customer has the following responsibilities:
- 3.1. Contact or instruct Servicer to contact the Motorola System Support Center (SSC) and request an Advanced Replacement, or Loaner FRU and a return authorization number (necessary for all non-Advanced Replacement repairs) prior to shipping malfunctioning Infrastructure or third party Infrastructure named in the applicable attached Exhibit.
    - 3.1.1. Provide model description, model number, serial number, type of System and Firmware version, symptom of problem and address of site location for FRU or Infrastructure.
    - 3.1.2. Indicate if Infrastructure or third party Infrastructure being sent in for service was subjected to physical damage or lightning damage.
    - 3.1.3. Follow Motorola instructions regarding inclusion or removal of Firmware and Software applications from Infrastructure being sent in for service.
    - 3.1.4. Provide Customer purchase order number to secure payment for any costs described herein.
  - 3.2 Pay for shipping of Advanced Replacement or Loaner FRU from IDO if Customer requested shipping outside of standard business hours or carrier programs set forth in section 2.4.1.
  - 3.3 Within five (5) days of receipt of the Advanced Replacement FRU from IDO's FRU inventory, properly package Customer's malfunctioning Infrastructure and ship the malfunctioning Infrastructure to IDO for evaluation and repair as set forth in 2.7. Customer must send the return air bill, referenced in 2.4.2 above back to IDO in order to ensure proper tracking of the returned Infrastructure. Customer will be subject to a replacement fee for malfunctioning Infrastructure not properly returned. For Infrastructure and/or third party Infrastructure repairs that are not exchanged in advance, properly package Infrastructure and ship the malfunctioning FRU, at Customer's expense and risk of loss to Motorola. Customer is responsible for properly packaging the Customer malfunctioning Infrastructure FRU to ensure that the shipped Infrastructure arrives un-damaged and in repairable condition. Clearly print the return authorization number on the outside of the packaging.
  - 3.4 If received, Customer must properly package and ship Loaner FRU back to IDO within five (5) days of receipt of Customer's repaired FRU.
  - 3.5 Maintain templates of Software/applications and Firmware for reloading of Infrastructure as set forth in paragraph 2.3 and 2.9.
  - 3.6 Cooperate with Motorola and perform all acts that are reasonable or necessary to enable Motorola to provide the Infrastructure Repair with Advanced Replacement services to Customer.



4.0 In addition to any exclusions named in Section 5 of the Service Terms and Conditions or in any other underlying Agreement to which this SOW is attached, the following items are excluded from Infrastructure Repair with Advanced Replacement:

1. All Infrastructure over seven (7) years from product cancellation date.
2. Physically damaged Infrastructure.
3. Third party Equipment not shipped by Motorola.
4. Consumable items including, but not limited to, batteries, connectors, cables, tone/ink cartridges.
5. Test equipment.
6. Racks, furniture and cabinets.
7. Firmware and/or Software upgrades.

Console Only Infrastructure Exhibit	Inclusions, Exclusions, Exceptions and Notes for Infrastructure Repair
Card Cages	Included
Central Electronics Bank(s) (CEB)	Includes Logging Recorder Interface and Network Hub. Includes Base Interface Module (BIM), Console Operator Interface Module (COIM), Operator Interface Module (OMI).
Central Electronic Shelf (CES)	Included
Computer(s)	Includes computers that directly interface with CEB. Includes keyboards, mice and trackballs. Excludes laptop computers and all 286, 386, 486 computers. Defective or phosphor-burned cathode ray tubes CRT(s) and burned-in flat panel display image retention.
Console(s)	Includes consoles (Centracom Gold Series, Centracom Gold Series Elite, Centracom Gold Elite, CommandSTAR lite, MIP5000, MC1000, MC2000, MC2500, MC3000, MCC5500) Includes headset jacks, dual footswitches, gooseneck microphones and Console Interface Electronics (CIE). Excludes Centracom I.
Console Audio Box (CAB)	Included
Dictaphones, Logging Recorders and Recording Equipment	Excludes all types and models.
Junction Box	Included
Microwave Equipment.	Excluded from service agreement but may be repaired on an above contract, time and material basis. All Equipment must be shipped to IDO. Excludes any on-site services.
Monitor(s)	Includes all Motorola certified monitors connected to computers that directly interface with or control the communications System. Excludes defective or phosphor-burned cathode ray tubes CRT(s) and burned-in flat panel displays image retention. Monitors not shipped by Motorola and/or cannot be confirmed by a Motorola factory order number.
Site Frequency Standard(s)	Includes Netclocks systems Excludes MFS -Rubidium Standard Network Time and Frequency devices
UPS Systems.	Excluded from service agreements but may be repaired on an above contract, time and material basis. All UPS Systems must be shipped to IDO for repair. Excludes any on-site services. Excludes all batteries.



## Statement of Work

### SP-Local Infrastructure Repair with On Site Response for FHAS

#### 1.0 Description of Services

Local Infrastructure Repair with On Site Response is a repair service provided by the Servicer for the Fire House Alerting System Infrastructure named on the Customer Equipment list. At the Servicer's discretion and responsibility, Infrastructure may be sent to Motorola, original equipment manufacturer, third party vendor, or other facility for repair.

The terms and conditions of this Statement of Work (SOW) are an integral part of Motorola's Service Terms and Conditions or other applicable Agreement to which it is attached and made a part thereof by this reference.

#### 2.0 Motorola Servicer has the following responsibilities:

- 2.1. Repair or replace Infrastructure at the Servicer facility or Customer location as determined by Servicer. Any replaced FRU will be of a similar kit and version, and will contain like boards and chips, as the Customer's malfunctioning FRU(s). Servicer is responsible for travel costs to a Customer location to repair Infrastructure.
- 2.2. Perform the following on FHAS Infrastructure:
  - 2.2.1. Perform an operational check on the Infrastructure to determine the nature of the problem.
  - 2.2.2. Repair or replace malfunctioning FRU, as determined by Servicer.
  - 2.2.3. Verify that FHAS Infrastructure is returned to manufactured specifications.
- 2.3. Provide the following service on select third party Infrastructure
  - 2.3.1. Perform pre-diagnostic and repair service to confirm Infrastructure malfunction and eliminate sending Infrastructure with no trouble found (NTF) to third party vendor for repair, when applicable.
  - 2.3.2. Ship malfunctioning Infrastructure to the original equipment manufacturer or third party vendor for repair service. Servicer is responsible for all shipping and handling charges.
  - 2.3.3. Coordinate and track Infrastructure sent to the original equipment manufacturer or third party vendor for service.
- 2.4. Re-program Infrastructure to original operating parameters based on templates provided by Customer required by Section 3.2. If the Customer template is not provided or is not reasonably usable, a standard default template will be used. The Servicer will provide the standard template.
- 2.5. Notify the Customer upon completion of repair or replacement.
- 2.6. Properly package, return ship or hand deliver Infrastructure to the Customer specified address. Servicer will pay return shipping charges, if being sent via overnight carrier.

#### 3.0 Customer has the following responsibilities:

- 3.1. Contact Servicer and provide the following information:
  - 3.1.1. Provide customer name, address of site location, and symptom of problem.
  - 3.1.2. Provide model description, model number, serial number, and type of System and Firmware version, if known.
- 3.2. Maintain and/or store backups of all applicable Software applications and Firmware for reloading, if necessary by Servicer, after repair service is completed.
- 3.3. Cooperate with Motorola and perform all acts that are reasonable or necessary to enable Motorola to provide Local Infrastructure Repair services to Customer.



# Statement of Work

## Software Subscription Console Only

### 1.0 Description of Service

Motorola will provide to Customer Software Subscription services in accordance with this Statement of Work. Motorola will provide periodic software bulletins to Customer at its address for notice purposes (or at another address that Customer may direct in writing). These software bulletins announce and explain Enhancement Releases and Core Releases for Motorola and Non-Motorola Software that are available to Software Subscription Customers for use with their upgrade-capable Motorola Equipment covered by these services. Motorola will provide applicable Enhancement Releases or Core Releases as ordered by Customer.

Software Subscription includes design services for Enhancement Releases only. Motorola will review System audit data (when this service is performed by Motorola) along with an equipment list to avoid potential Software incompatibilities between equipment that is being upgraded versus equipment which is not being upgraded with the Enhancement Release. Motorola will identify additional equipment and engineering (if applicable) for the System that is required as a result of the upgrade and will recommend a plan for installation of this additional equipment in addition to the core or enhancement release. Implementation of this installation plan is not included with the Software Subscription services.

Additional Provisions for Software Subscription services that begin after December 31, 2004, concerning SmartZone 4.1 and Astro 25 Trunking Systems: Motorola recommends that Customer maintains continuity in receiving Software Subscription services until Customer decides to no longer install additional Enhancement Releases. If, contrary to this recommendation, Customer discontinues Software Subscription services and later decides to reinstitute Software Subscription services, then Motorola will provide those Software Subscription services retroactively to the date such services were discontinued.

#### Exclusions

The Software Subscription program originated from and was designed to support Motorola's radio systems business. The Software Subscription program does not cover the software, hardware, or services provided by Radio Service Software; ISD; Plant Equipment, Inc. ("Plant") - Motorola's E911 solution subcontractor; or any Motorola business sector other than CGISS. Software not purchased through Motorola is not covered.

Software Subscription services are not intended to, and do not, cover software support for virus attacks, games or other applications that are not part of the System, or misuse of the covered Software. Motorola is not responsible for management of anti-virus or other security applications (such as Norton).

The terms and conditions of this Statement of Work (SOW) are an integral part of Motorola's Service Terms and Conditions or other applicable Agreement to which it is attached and made a part thereof by this reference.

### 2.0 Motorola has the following responsibilities:

- 2.1 Provide to Customer the software bulletins announcing Enhancement Releases and Core Releases.
- 2.2 Provide to Customer (in response to a Customer order) those Features included in an Enhancement Release that apply to the Motorola Software in Customer's existing System components.
- 2.3 Perform the following Software upgrade design:
  - 2.3.1 Review Infrastructure System audit data as needed.
  - 2.3.2 Identify additional System equipment needed to implement an Enhancement Release, if applicable.
  - 2.3.3 Complete a proposal defining the Enhancement Release, Equipment requirements, installation plan, and impact to System users that will fulfill the Customer's upgrade requirements.



- 2.3.4 Advise Customer of probable impact to System users during the actual field upgrade implementation.
- 2.4 Provide to Customer (in response to a Customer order) those Standard Features included in a Core Release that apply to the Motorola Software in Customer's existing System components. Optional Features issued with a Core Release are not included under these Software Subscription services but are available to Customer, under a separate agreement at a discount from current list price (20% for voice System Optional Features and 15% for data System Optional Features). Once an Optional Feature is provided to Customer, Enhancement Releases for that Optional Feature are available at no additional charge.
- 3.0 Customer has the following responsibilities:
  - 3.1 Customer must contact its Motorola representative to order an available Enhancement Release or Core Release as directed in the Customer Support Plan.
  - 3.2 Contact Motorola upon receiving a bulletin to engage the appropriate Motorola resources for an Enhancement Release.
  - 3.3 Review Software installation plans and impact to the users with appropriate Customer personnel.
  - 3.4 Cooperate with Motorola and perform all acts that are reasonable or necessary to enable Motorola to provide these services to Customer
- 4.0 Special provisions: the following provisions apply to the Software Subscription services :
  - 4.1 Customer acknowledges that if its System has a Special Product Feature, additional engineering may be required to prevent an installed Enhancement Release or Core Release from overwriting the Special Product Feature. Upon request, Motorola will determine whether a Special Product Feature can be incorporated into an Enhancement Release or Core Release and whether additional engineering effort is required.
  - 4.2 Customer is encouraged to install periodically Enhancement Releases because they may include minor performance enhancements and will keep the System current. In addition enhancement releases may contain updated versions of third party software enabling customers to obtain optimal support for these products. Customer is encouraged to migrate the Motorola Software to the most current Core Release because Enhancement Releases are available for a limited time for a given core release as defined by Motorola's life cycle roadmap.. If Customer's System is not maintained to a currently supported Software version, all Core Releases and Enhancement Releases may not be compatible with Customer's existing System.
  - 4.3 Additional hardware, software, or engineering services may be required if Customer desires to upgrade or migrate to a particular Core Release or Enhancement Release. If the size and complexity of Customer's System warrants, Motorola may provide consultation services to determine the technological, operational and financial impact of installing a particular Core Release or Enhancement Release on the System, pursuant to a separate agreement. Customer must pay for such consulting services and for any other engineering services, hardware, and software that are required to upgrade or migrate Customer's System due to each Enhancement Release or Core Release that Customer orders.
  - 4.4 Customer may use the Software (including any Enhancement Releases and Core Releases) only in accordance with the applicable Software License Agreement. Nothing in this Statement of Work or caused by Motorola rendering these Software Subscription services is intended to modify the Software License Agreement or to alter Motorola's intellectual property rights in and to its Software.
  - 4.5 Software Subscription services do not include repair or replacement of hardware or Software caused by defects that are not corrected by the Enhancement Releases and Core Releases, nor does it include repair or replacement of defects resulting from any nonstandard or improper use or conditions or from unauthorized installation of Software.
  - 4.6 Customer may terminate Software Subscription services at any time by giving written notice of termination to Motorola. Such termination will be effective at the next annual anniversary date following Motorola's receipt of the notice of termination and may be partial if that is reasonably necessary to accommodate a significant change to Customer's System configuration.
  - 4.7 These Software Subscription services and the parties' duties described in this Statement of Work will automatically terminate if Motorola no longer supports the Software version in Customer's System or discontinues the Software Subscription program; in either case, Motorola will refund to Customer any prepaid fees for Software Subscription services applicable to the terminated period.



4.8 Motorola may suspend or terminate these Software Subscription services, if Customer fails to pay Motorola any fees for Software Subscription services when due, Customer breaches the Software License Agreement or the Agreement, Customer's rights to use the Software under the Software License Agreement expires or is terminated, or Customer replaces its Motorola System with a system from another manufacturer.



# Statement of Work

## Local Radio Combo Package

### 1.0 Description

Local Radio Combo Package provides operational check and board level repair services for mobile, portable, two-way and mobile data. An operational check is an analysis of the Equipment to identify external or internal defects. Local Radio Combo Package also includes service on standard palm microphones and single mobile controls heads, provided that they are required for normal operation of the two-way mobile and are included at the point of manufacture. Service is only included on Equipment specifically named in the applicable Agreement to which this Statement of Work is attached.

Local Radio Combo Package excludes repairs to: optional accessories; iDEN accessories; iDEN mobile microphones; non-standard mobile microphones, mobile external speakers; optional or additional control heads, single and multiple unit portable chargers; batteries, mobile antennas; mobile power & antenna cables and power supplies.

The following are excluded from Local Radio Combo service unless they are purchased as an option for an additional fee. The options are OnSite, Radio Survey and Analysis, Portable Remote Speaker Microphones, Portable Antenna Replacements Mobile Remote Control Heads.

The terms and conditions of this SOW are an integral part of Motorola's Service Terms and Conditions or other applicable agreement to which it is attached and made a part thereof by this reference.

### 2.0 Motorola has the following responsibilities:

- 2.1 Service to be performed at the Servicer facility during Standard Business Days.
- 2.2 Perform an operational check on the Equipment to determine the nature of the problem.
- 2.3 Remove/reinstall mobile or data Equipment from/to Customer's vehicle as needed for additional servicing.
- 2.4 Test and Restore the Equipment to Motorola factory specifications.
- 2.5 Remove any dust, and/or foreign substances from the Equipment.
- 2.6 Reprogram Equipment necessary to return Equipment to original operating parameters based on the template in the Equipment, if the template information can be retrieved from the Equipment, or from a backup diskette provided by Customer containing the template information. If the Customer template is not provided or not reasonably usable, a generic template utilizing the latest Radio Service Software (RSS) version for that Equipment will be used. The Equipment will require additional programming by the Customer to Restore the original template.
- 2.7 Notify Customer upon completion of repair for pickup of Equipment.

### 3.0 Customer has the following Responsibilities:

- 3.1 Deliver and pick up Equipment to/from the Servicer facility.
- 3.2 Inform Servicer of description of problem for Equipment brought in for service.
- 3.3 If the Equipment will not power up, or if desired, supply Servicer with a backup diskette with the Software template or programming in order to assist in returning the Equipment to original operating parameters. If applicable, record the current flashcode for each radio.
- 3.4 If Motorola must use a generic template to restore Equipment to operating condition, Customer is responsible for any programming required to Restore Equipment to desired parameters.
- 3.5 Cooperate with Motorola and perform all acts that are reasonable or necessary to enable Motorola to provide the Local Radio Combo Package service to Customer.



## **Statement of Work**

### **Local Radio Combo Package OnSite Option – Pick up & Delivery**

#### **1.0 Description of Service**

Equipment will be picked up from and delivered to the Customer's location, within a designated radius of the Servicer facility. Schedule pickups will be mutually agreed upon and outlined in the Customer Support Plan. This Option covers Equipment that is specifically named in the applicable Agreement to which this Statement of Work is attached.

#### **2.0 Motorola has the following responsibilities:**

- 2.1 Use reasonable efforts to pickup and deliver Equipment per the mutually agreed upon Customer location, days of week, and preferred time. If a pick up/delivery cannot occur according to the preferred schedule, Customer will be contacted prior to the scheduled pick up/delivery, to arrange a mutually agreeable alternative date and/or time for pick up/delivery.**
- 2.2 Generate service receipt and leave with Customer.**

#### **3.0 Customer has the following responsibilities:**

- 3.1 Designate mutually agreeable location for service pickup and delivery, days of week, and preferred time.**
- 3.2 Provide problem description along with unit.**

RESOLUTION NO. 154-10

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF RIVIERA BEACH, PALM BEACH COUNTY, FLORIDA, AWARDING BID NO. 285-10 ENVIRONMENTAL SEAGRASS AND WATER QUALITY MONITORING TO TETRA TECH EC, INC. OF BOYNTON BEACH, FLORIDA, THE LOW RESPONSIVE AND RESPONSIBLE BIDDER IN THE AMOUNT OF \$66,024; AUTHORIZING THE MAYOR AND CITY CLERK TO EXECUTE THE PROPOSED PROFESSIONAL SERVICES CONTRACT AND AUTHORIZING THE INTERIM FINANCE DIRECTOR TO ESTABLISH A BUDGET AND MAKE PAYMENTS FOR SAME; AND PROVIDING AN EFFECTIVE DATE.

**WHEREAS**, the Council previously approved resolution no.32-07 which authorized the Tri-Party Agreement between the City of Riviera Beach, Lockheed Martin, Inc. and Palm Beach County as apart of the \$1.6 million State of Florida Economic Development Transportation Fund Grant; and

**WHEREAS**, the Tri-Party Agreement specifies that the City of Riviera Beach will be reimbursed for all costs associated with the dredging of the Lake Worth Lagoon and construction of a five hundred foot long sixteen foot wide pier and water taxi stop; and

**WHEREAS**, Council approved resolution no. 58-10 which authorized the construction of the combined fishing pier/working dock and dredging in the amount of \$1,018,530.63; and

**WHEREAS**, Council approved resolution no. 98-10 which authorized RC-4 canal water quality improvement project in the amount of \$340,300; and

**WHEREAS**, the environmental seagrass and water quality monitoring program is the third and final phase of the grant and is a requirement of the Environmental Resource Permit No.50-0254014-003 issued by Florida Department of Environmental Protection Agency; and

**WHEREAS**, in accordance with the provisions of the City's Procurement Ordinance (2412), an Invitation for Bids was publicly solicited for licensed and qualified firms capable of providing various monitoring services; and

**WHEREAS**, ten (10) companies responded to Invitation for Bid No. 285-10 and Tetra Tech EC, Inc. of Boynton Beach, Florida submitted the lowest responsive and responsible bid in the amount of \$66,024.

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

RESOLUTION NO. 154-10  
PAGE 2

**SECTION 1.** The City Council hereby accepts staff's recommendation to award the contract to provide environmental seagrass and water quality monitoring to Tetra Tech EC, Inc. of Boynton Beach, Florida, and authorizes the Mayor and City Clerk to execute a professional services contract for same.

**SECTION 2.** The City Council authorizes the Interim Finance Director to make payment from the appropriate account.

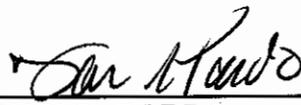
**SECTION 3.** This Resolution shall take effect upon its passage and approval by the City Council.

PASSED AND APPROVED this 1 day of December, 2010

RESOLUTION NO. 154-10  
PAGE 3

APPROVED:

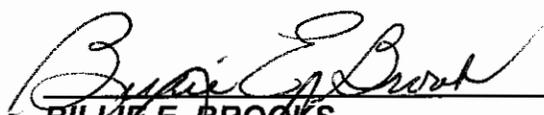
  
THOMAS A. MASTERS  
MAYOR

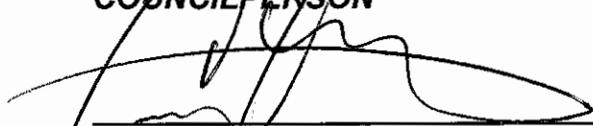
  
DAWN S. PARDO  
CHAIRPERSON

ATTEST:

  
CARRIE E. WARD  
MASTER MUNICIPAL CLERK  
CITY CLERK

ABSENT  
JUDY L. DAVIS  
CHAIR PRO TEM

  
BILLIE E. BROOKS  
COUNCILPERSON

  
CEDRICK A. THOMAS  
COUNCILPERSON

  
SHELBY L. LOWE  
COUNCILPERSON

MOTIONED BY: Thomas

SECONDED BY: Brooks

D. PARDO Aye

J. DAVIS absent

B. BROOKS Aye

C. THOMAS Aye

S. LOWE Aye

REVIEWED AS TO LEGAL SUFFICIENCY

  
PAMALA HANNA RYAN, CITY ATTORNEY

DATE: 11/22/10

**CITY OF RIVIERA BEACH  
CONTRACT FOR PROFESSIONAL ENVIRONMENTAL & WATER QUALITY  
MONITORING SERVICES**

This Contract is made as of this \_\_\_/\_\_\_ day of December, 2010, by and between the 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 TETRA TECH EC, INC. [ ] an individual, [ ] a partnership, [X] a corporation authorized to do business in the State of Florida, hereinafter referred to as the FIRM, whose Federal I.D. number is 25-1902191.

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

**ARTICLE 1 - SERVICES**

The FIRM'S responsibility under this Contract is to provide professional monitoring services in the area of **Environmental Seagrass and Water Quality Monitoring**, as more specifically set forth in this contract, the Invitation for Bid, to wit Bid No. 285-10, hereinafter the "Bid", the Addenda and in accordance with Florida Department of Environmental Protection's Environmental Resource Permit No.50-2544014-003 and Lockheed Martin Corporation's Mitigation Plan Dredging and Pier Construction Project prepared by Isiminger and Stubbs Engineering, Inc as more specifically set forth in the Scope of Work detailed in Exhibit "A", attached hereto and made part hereof.

The CITY'S representative/liaison during the performance of this Contract shall be Benjamin Guy, Purchasing Director, telephone number 561-845-4180.

**ARTICLE 2 - SCHEDULE**

The FIRM shall commence services upon execution of this contract and continue for a period of five (5) years.

Reports and other items shall be delivered or completed in accordance with the detailed schedule set forth in Exhibit "A".

**ARTICLE 3 - PAYMENTS TO FIRM**

- A. Generally - The CITY agrees to compensate the FIRM sixty six thousand twenty four dollars (\$66,024) as indicated in Bid Proposal Sheet set forth in Exhibit "B" attached hereto and incorporated by reference herein. The total and cumulative amount of this Contract shall not exceed the amount of funds annually budgeted for these services. Reimbursable expenses, as identified in said fee proposal, incurred during the course of the performance of this Contract, including, but not

limited to, out-of-pocket expenses for express mail, computerized research, word processing charges, long distance telephone calls, postage and photocopying shall be itemized and invoiced separately. The CITY shall not reimburse the FIRM for any travel costs incurred as a direct result of the FIRM providing deliverables to the CITY in pursuance of the scope of work contained in Exhibit "A, without specific, prior approval of the City.

- B. Invoices received from the FIRM 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 Contract shall include copies of receipts, invoices, or other documentation acceptable to the 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 Contract. 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 Contract, 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 FIRM will clearly state "final invoice" on the FIRM'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 in this final invoice, are waived by the FIRM and the CITY shall have no obligations for any other costs or expenses thereafter.

#### **ARTICLE 4 - TRUTH-IN NEGOTIATION CERTIFICATE**

Signature of this Contract by the FIRM 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 to the FIRM'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 FIRMS.

The CITY shall exercise its right under this Article 4 within three (3) years following final payment.

#### **ARTICLE 5 - TERMINATION**

This Contract may be cancelled by the FIRM 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 FIRM; provided the CITY fails to cure same within that thirty (30) day period. It may also be terminated, in whole or in part, by the CITY, with or without cause, immediately upon written notice to the FIRM. Unless the FIRM is in breach of this Contract, the FIRM 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 FIRM 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 progress, 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 FIRM 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 hereunder shall be performed by the FIRM 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 FIRM'S key personnel, as may be listed in Exhibit "A", must be made known to the CITY'S representative and written approval must be granted by the CITY'S representative before said changes or substitution can become effective.

The FIRM warrants that all services shall be performed by skilled and competent personnel in accordance with the applicable standard of care in the field for which CONSULANT is consulting with the CITY.

The FIRM agrees that it is fully responsible to the CITY for the negligent acts and omissions of subcontractors and of persons either directly or indirectly employed by the FIRM. Nothing contained herein shall create any contractual relationship between any subcontractor and the CITY.

All of the FIRM'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 subcontractor in order to make a determination as to the capability of the subcontractor to perform properly under this Contract. The FIRM 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 FIRM shall promptly do so, subject to acceptance of the new subcontractor by the CITY.

If subcontractor(s) are used, the FIRM shall use only licensed and insured subcontractor(s), and shall require any subcontractor, as may be applicable, to provide a payment bond. All subcontractors shall be required to promptly make payments to any person who, directly or indirectly, provides services or supplies under this Contract.

The FIRM shall be responsible for the performance of all subcontractors.

#### **ARTICLE 8 - M/WBE PARTICIPATION**

Minority/Women-Owned Business Enterprises ("M/WBE") shall have the opportunity to participate in this project. Proposers are hereby informed that the CITY has established a goal of a minimum of 15% participation of M/WBE. A good faith effort will be made to hire M/WBE.

#### **ARTICLE 9 - FEDERAL AND STATE TAX**

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

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

## **ARTICLE 10 - 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 OF RIVIERA BEACH CITY COUNCIL.

## **ARTICLE 11 - INSURANCE**

- A. Prior to execution of this Contract by the CITY, the FIRM shall provide certificates evidencing insurance coverage 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 FIRM 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 FIRM of its liability and obligations under this Contract.
- B. The FIRM shall maintain during the term of this Contract, standard Professional Liability Insurance in the minimum amount of \$1,000,000.00 per occurrence.
- C. The FIRM shall maintain, during the life of this Contract, commercial general liability, including contractual liability insurance in the amount of \$1,000,000.00 per occurrence to protect the FIRM 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 FIRM or by anyone directly or indirectly employed by or contracting with the FIRM.
- D. The FIRM shall maintain, during the life of this Contract, comprehensive automobile liability insurance in the minimum amount of \$1,000,000.00 combined single limit for bodily injury and property damages liability to protect the FIRM 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, but not limited to, leased and rented automobiles whether such operations be by the FIRM or by anyone, directly or indirectly, employed by the FIRM.
- E. The parties to this Contract shall carry Workers' Compensation Insurance and Employer's Liability Insurance for all employees as required by Florida Statutes. In the event that a party does not carry Workers' Compensation Insurance and chooses not to obtain same, then such party shall in accordance with Section 440.05, Florida Statutes, apply for and obtain an exemption authorized by the Department of Insurance and shall provide a copy of such exemption to the CITY.

- F. All insurance, other than Professional Liability and Workers' Compensation, to be maintained by the FIRM shall specifically include the CITY as an "Additional Insured".

#### **ARTICLE 12 - INDEMNIFICATION**

To the extent allowed by section 725.08, Florida Statutes, the FIRM shall indemnify and hold harmless the CITY, its agents, officers, and employees from and against any and all claims, liabilities, losses, costs, and/or causes of action which may arise from any negligent act, recklessness, or intentional wrongful conduct of the FIRM, its agents, officers, or employees in the performance of services under this Contract.

The FIRM further agrees to indemnify and hold harmless the CITY, its agents, officers, 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 FIRM not included in the paragraph above and for which the CITY, its agents, officers or employees are alleged to be liable.

The FIRM shall pay all claims, losses, liens, fines, settlements or judgments of any nature whatsoever in connection with the foregoing indemnifications including, but not limited to, all costs, expert witness fees, reasonable attorney's fees, and court and/or arbitration costs. These indemnifications shall survive the term of this Contract or any renewal thereof.

Nothing contained in this Article shall be construed or interpreted as consent by the CITY to be sued, nor as a waiver of sovereign immunity beyond the waiver provided in Section 768.28, Florida Statutes.

#### **ARTICLE 13 - SUCCESSORS AND ASSIGNS**

The CITY and the FIRM 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 FIRM 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 FIRM.

#### **ARTICLE 14 - VENUE**

This Contract and any dispute, disagreement, or issue of construction or interpretation arising hereunder whether relating to its execution, its validity, the obligations provided therein, performance or breach shall be governed and interpreted according to laws of the

State of Florida. Venue for any and all legal action necessary to enforce the Contract will be held in Palm Beach County.

#### **ARTICLE 15 - REMEDIES**

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 16 - CONFLICT OF INTEREST**

The FIRM 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, Section 112.311. The FIRM further represents that no person having any such conflicting interest shall be employed for said performance.

The FIRM 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 FIRM'S judgment 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 FIRM 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 FIRM. The CITY agrees to notify the FIRM of its opinion by certified mail within thirty (30) days of receipt of notification by the FIRM. If, in the opinion of the CITY, the prospective business association, interest or circumstance would not constitute a conflict of interest by the FIRM, the CITY shall so state in the notification and the FIRM 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 FIRM under the terms of this Contract.

Further, please be advised, in accordance with section 112.313, Florida Statutes, and pertinent Opinions of the Florida Commission on Ethics, that if you are a member of a city board, including an advisory board, you may be ineligible to enter into a contract/agreement with the City. If you are a member of a city board, including an advisory board, prior to executing this contract, please contact the Florida Commission on Ethics at (850) 488-7864 to secure an informal advisory opinion regarding your eligibility to enter into this contract/agreement.

**ARTICLE 17 – DELAYS AND EXTENSION OF TIME**

The FIRM 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 FIRM 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 FIRM'S request, the CITY shall consider the facts and extent of any failure to perform the work and, if the FIRM'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.

If the FIRM is delayed at any time in the process of the work by any act or neglect of the CITY or its employees, or by any other FIRM employed by the CITY, or by changes ordered by the CITY or in an unusual delay in transportation, unavoidable casualties, or any causes beyond the FIRM'S control, or by delay authorized by the CITY pending negotiation or by any cause which the CITY shall decide justifies the delay, then the time of completion shall be extended for any reasonable time the CITY may decide. No extension shall be made for delay occurring more than seven (7) days before claim therefore is made in writing to the CITY. In the case of continuing cause of delay, only one (1) claim is necessary.

This Article does not exclude the recovery of damages for delay by either party under other provisions in the Contract.

**ARTICLE 18 - INDEBTEDNESS**

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

**ARTICLE 19 - DISCLOSURE AND OWNERSHIP OF DOCUMENTS**

The FIRM 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 FIRM 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 FIRM 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 20 - INDEPENDENT CONTRACTOR RELATIONSHIP**

The FIRM 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 FIRM'S sole direction, supervision, and control. The FIRM shall exercise control over the means and manner in which it and its employees perform the work, and in all respects the FIRM'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 FIRM does not have the power or authority to bind the CITY in any promise, agreement or representation other than as specifically provided for in this Contract.

#### **ARTICLE 21 - CONTINGENT FEES**

The FIRM warrants that it has not employed or retained any company or person, other than a bona fide employee working solely for the FIRM 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 FIRM, any fee, commission, percentage, gift, or any other consideration contingent upon or resulting from the award or making of this Contract.

#### **ARTICLE 22 - ACCESS AND AUDITS**

The FIRM 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 FIRM'S place of business.

## **ARTICLE 23 - NONDISCRIMINATION**

The FIRM 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, political affiliation, marital status, handicap, or sexual orientation. Further, FIRM shall not discriminate or permit discrimination against any employee or an applicant for employment on the basis of race, color, sex, religion, political affiliation, natural origin, ancestry, marital status, sexual orientation or handicap.

## **ARTICLE 24 - ENFORCEMENT COSTS**

If any legal action or other proceeding, including but not limited to arbitration and/or mediation, is brought for any dispute, disagreement, or issue of construction, declaration or interpretation arising hereunder whether relating to the Contract's execution, validity, the obligations provided therein, or performance of this Contract, or because of an alleged 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 25 - AUTHORITY TO PRACTICE**

The FIRM 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.

The FIRM shall be solely responsible for obtaining and complying with all necessary permits, licenses, approvals and authorizations required for any work done pursuant to this Contract from any federal, state, regional, county or city agency.

## **ARTICLE 26 - 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, the remainder of this Contract, or the application of such terms or provisions, 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 27 - PUBLIC ENTITY CRIMES**

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

## **ARTICLE 28 - MODIFICATIONS OF WORK**

The CITY reserves the right to make changes in the Scope of Work, including alterations, reductions therein or additions thereto. Upon receipt by the FIRM of the CITY'S notification of a contemplated change, the FIRM 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 affect the FIRM'S ability to meet the completion dates or schedules of this Contract.

If the CITY so instructs in writing, the FIRM shall suspend work on that portion of the Scope of Work affected by the 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 FIRM shall not commence work on any such change until such written amendment is signed by the FIRM and approved and executed by the CITY COUNCIL FOR THE CITY OF RIVIERA BEACH or its designated representative.

## **ARTICLE 29 - 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:

**City of Riviera Beach**

**Benjamin Guy, Director of Purchasing**

**2391 Avenue L**

**Riviera Beach, FL 33404**

and if sent to the FIRM shall be mailed to:

**John Moulton III, Florida Operations Manager**

**1901 S, Congress Avenue, Suite 270**

**Boynton Beach, FL 33426**

**ARTICLE 30 - ENTIRETY OF CONTRACTUAL AGREEMENT**

The CITY and the FIRM agree that this Contract and any attachments hereto or other documents as referenced in the 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 28- Modifications of Work.

**ARTICLE 31 – PROTECTION OF WORK AND PROPERTY**

The FIRM shall continuously maintain adequate protection of all work from damage, and shall protect the CITY'S property from injury or loss arising in connection with the Contract. Except for any such damage, injury, or loss, except that which may be directly due to errors caused by the CITY or employees of the CITY, the CONTRACTOR shall provide any necessary materials to maintain such protection.

Until acceptance of the work by the CITY, the CITY'S property shall be under the charge and care of the FIRM and the FIRM shall take every necessary precaution against injury or damage to the work by the action of elements or from any other cause whatsoever, and the FIRM shall repair, restore and make good, without additional cost or expense to the CITY the work occasioned by any of the above causes before its completion and acceptance.

**ARTICLE 32 – TIME**

Time is of the essence in all respects under this Contract.

**ARTICLE 33 - TERMINOLOGY AND CAPTIONS**

All pronouns, singular, plural, masculine, feminine or neuter, shall mean and include the person, entity, firm or corporation to which they relate as the context may require. Wherever the context may require, the singular shall mean and include the plural and the plural shall mean and include the singular. The term "Contract" as used herein, as well as the terms "herein", "hereof", "hereunder", "hereinafter" and the like mean this Contract in its entirety and all exhibits, amendments and addenda attached hereto and made a part hereof. The captions and paragraph headings are for reference and convenience only and

do not enter into or become a part of the context of this Contract, nor shall such headings affect the meaning or interpretation of this Contract.

**ARTICLE 34 - WAIVER**

Failure of the CITY to enforce or exercise any right(s) under this Contract shall not be deemed a waiver of CITY'S right to enforce or exercise said right(s) at any time thereafter.

**ARTICLE 35 - PREPARATION**

This Contract shall not be construed more strongly against either party regardless of who was more responsible for its preparation.

**ARTICLE 36 - MATERIALITY**

All provisions of the Contract shall be deemed material, in the event FIRM fails to comply with any of the provisions contained in this Contract or exhibits, amendments and addenda attached hereto, said failure shall be deemed a material breach of this Contract and CITY may at its option and without notice terminate this Contract.

**ARTICLE 37 - REPRESENTATIONS/BINDING AUTHORITY**

FIRM has full power, authority and legal right to execute and deliver this Contract and perform all of its obligations under this Contract. By signing this Contract, John Moulton III, Florida Operations Manager, hereby represents to the CITY that he/she has the authority and full legal power to execute this Contract and any and all documents necessary to effectuate and implement the terms of this Contract on behalf of the party for whom he or she is signing and to bind and obligate such party with respect to all provisions contained in this Contract.

**ARTICLE 38 - EXHIBITS**

Each exhibit referred to in this Contract forms an essential part of this Contract. The exhibits, if not physically attached, should be treated as part of this Contract and are incorporated herein by reference.

**ARTICLE 39 - CONTRACT DOCUMENTS AND CONTROLLING PROVISIONS**

This Contract consists of Exhibit "A" and Exhibit "B". The FIRM agrees to be bound by all the terms and conditions set forth in this Contract and Bid No.285-10. To the extent that there exists a conflict between this Contract and Bid No.285-10, the terms, conditions, covenants, and/or provisions of this Contract shall prevail. Wherever possible, the provisions of such documents shall be construed in such a manner as to avoid conflicts between provisions of the various documents.

**ARTICLE 40 - LEGAL EFFECT**

This Contract shall not become binding and effective until approved by the CITY COUNCIL OF THE CITY OF RIVIERA BEACH or its designated representative.

**ARTICLE 41 - NOTICE OF COMPLAINTS OR SUITS**

Each party will promptly notify the other of any complaint, claim, suit or cause of action threatened or commenced against it which arises out of or relates, in any manner, to the performance of this Contract. Each party agrees to cooperate with the other in any investigation either may conduct, the defense of any claim or suit in which either party is named, and shall do nothing to impair or invalidate any applicable insurance coverage.

**ARTICLE 42 – SURVIVABILITY**

Any provision of this Contract which is of a continuing nature or imposes an obligation which extends beyond the term of this Contract shall survive its expiration or earlier termination.

**ARTICLE 43 - DEFAULT**

Notwithstanding anything contained in this Contract to the contrary, the parties agree that the occurrence of any of the following shall be deemed a material event of default and shall be grounds for termination:

- a. The filing of a lien by any subcontractor or third tier subcontractor including, but not limited to materialmen, suppliers, or laborers, upon any property, right of way, easement, other interest in land or right to use such land within the territorial boundaries of the CITY which lien is not satisfied, discharged or contested in a court of law within thirty (30) days from the date of notice to the FIRM;
- b. The filing of any judgment lien against the assets of the FIRM related to the performance of this Contract which is not satisfied, discharged or contested in a court of law within thirty (30) days from the date of notice to the FIRM; or
- c. The filing of a petition by or against the FIRM for relief under the Bankruptcy Code, or for its reorganization or for the appointment of a receiver or trustee of the FIRM or the FIRM'S property; or an assignment by the FIRM for the benefit of creditors; or the taking possession of the property of the FIRM by any governmental officer or agency pursuant to statutory authority for the dissolution or liquidation of the FIRM; or if a temporary or permanent receiver or trustee shall be appointed for the FIRM or for the FIRM'S property and such

temporary or permanent receiver or Trustee shall not be discharged within thirty (30) days from the date of appointment.

The FIRM shall provide written notice to the CITY of the occurrence of any event of default within ten (10) days of the FIRM'S receipt of notice of any such default.

#### **ARTICLE 44 - WAIVER OF SUBROGATION**

The FIRM hereby waives any and all rights to Subrogation against the CITY, its officers, employees and agents for each required policy. When required by the insurer, or should a policy condition not permit an insured to enter into a pre-loss agreement to waive subrogation without an endorsement, then the FIRM shall agree to notify the insurer and request the policy be endorsed with a Waiver of Transfer of Rights of Recovery Against Others, or its equivalent. This Waiver of Subrogation requirement shall not apply to any policy, which a condition to the policy specifically prohibits such an endorsement, or voids coverage should the FIRM enter into such an agreement on a pre-loss basis.

#### **ARTICLE 45 - RIGHT TO REVIEW**

The CITY, by and through its Risk Management Department, in cooperation with the contracting/monitoring department, reserves the right to review, reject or accept any required policies of insurance, including limits, coverages, or endorsements, therein from time to time throughout the term of this Contract. The CITY reserves the right, but not the obligation, to review and reject any insurer providing coverage because of poor financial condition or failure to operate legally.

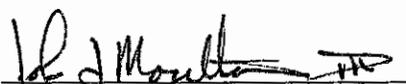
**CONTRACT WITH THE CITY OF RIVIERA BEACH**

**IN WITNESS WHEREOF**, the Parties unto this Contract have set their hands and seals on the day and date first written above.

CITY OF RIVIERA BEACH

FIRM: TETRA TECH EC, INC.

BY:   
THOMAS A. MASTERS  
MAYOR

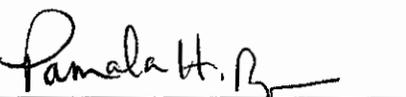
BY:   
JOHN MOULTON III  
FLORIDA OPERATIONS MANAGER

ATTEST:

BY:   
CARRIE E. WARD, MMC,  
CITY CLERK

APPROVED AS TO FORM AND  
LEGAL SUFFICIENCY

APPROVED AS TO TERMS AND  
CONDITIONS

BY:   
PAMALA H. RYAN,  
CITY ATTORNEY

BY: \_\_\_\_\_  
BENJAMIN GUY  
PURCHASING DIRECTOR

DATE: 11/24/10

EXHIBIT "B"

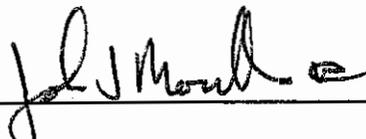
BID COST PROPOSAL SHEET  
(To Be Completed By the Bidder)

INVITATION FOR BID (IFB) # 285-10  
ENVIRONMENTAL SEAGRASS AND WATER QUALITY MONITORING

Company: TETRA TECH EC, Inc.

Address: 1901 S. CONGRESS AVE, STE 270, BOYNTON BEACH, FL. 33426

Contact: JOHN MOULTON

Signature of Authorized Officers: 

The City of Riviera Beach Purchasing Department is soliciting sealed bids from licensed and qualified firms capable of providing the following services listed below in accordance with Florida Department of Environmental Protection's Environmental Resource Permit No.50-0254014-003 and Lockheed Martin Corporation's Mitigation Plan Dredging and Pier Construction Project prepared by Isiminger & Stubbs Engineering, Inc of Tallahassee, FL.

- 1) TOTAL COST TO PERFORM SEAGRASS MONITORING AND PROVIDE REPORTS FOR FIVE (5) YEARS IN ACCORDANCE WITH SECTION 4.1 OF THE MITIGATION PLAN AND SPECIFIC CONDITION TWENTY THREE (23) & TWENTY FOUR (24) OF THE D.E.P PERMIT. \$ 37,682.00
- 2) TOTAL COST TO DEVELOP WATER QUALITY SAMPLING PLAN FOR THE NUTRIENT SEPERATING BAFFLE BOX IN ACCORDANCE WITH SPECIFIC CONDITION TWENTY-SIX (26) OF THE D.E.P PERMIT. \$ 616.00
- 3) TOTAL COST TO PERFORM NUTRIENT SEPERATING BAFFLE BOX SEDIMENT AND DEBRIS ANALYSIS FOR A PERIOD OF FIVE (5) YEARS, STARTING WITHIN THRITY DAYS (30) OF THE INSTALLATION OF THE NSSB. \$ 17,930.00
- 4) TOTAL COST TO PERFORM TEN (10) SAMPLING EVENTS FOR THE FIRST FIVE (5) YEARS IN ACCORDANCE WITH SECTION 4.2 OF THE MITIGATION PLAN. \$ 9,796.00
- 5) TOTAL BASE BID \$ 66,024.00

RESOLUTION NO. 155-10

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF RIVIERA BEACH, PALM BEACH COUNTY, FLORIDA, ACCEPTING THE GRANT AND THE TERMS AND CONDITIONS OF THE DEPARTMENT OF HOMELAND SECURITY ASSISTANCE TO FIREFIGHTER GRANT; AUTHORIZING THE FINANCE DIRECTOR TO SET UP A BUDGET IN THE AMOUNT OF \$67,579.32 AND TO MAKE PAYMENT FOR SAME FROM ACCOUNTS, FEDERAL GRANT 107-0920-522-1-6455 AND CITY MATCH, CAPITAL MACHINERY AND EQUIPMENT 303-0920-522-0-6455; AUTHORIZING FIRE RESCUE TO PURCHASE 12 SELF CONTAINED BREATHING APPARATUS SETS FROM FISHER SAFETY; AND PROVIDING AN EFFECTIVE DATE.

**WHEREAS**, the Department of Homeland Security Assistance to Firefighters Grant offers funding to paid and volunteer fire departments to improve the delivery of fire related services; and

**WHEREAS**, Riviera Beach Fire Rescue provides fire and related services to the citizens and visitors of Riviera Beach; and

**WHEREAS**, Riviera Beach Fire Rescue's members strive to maintain the highest quality of standards, equipment and training.

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

**Section 1:** The City Council of the City of Riviera Beach does hereby accept the grant and the terms and conditions of the Department of Homeland Security Assistance to Firefighters Grant to improve the delivery of fire related services.

**Section 2:** The Interim Finance Director is authorized to set up a budget for the Homeland of Security Assistance to Firefighters Grant in the amount of \$67,579.32.

GRANT AWARD	\$68,602.00
ACTUAL COSTS	\$67,579.32

REVENUES		
107-00-331200	Federal Grant – Public Safety	\$60,821.39

EXPENDITURES		
107-0920-522-1-6455	Federal Grant – Capital Machinery	\$60,821.39
303-0920-522-0-6455	Capital Machinery & Equipment	\$ 6,757.93

RESOLUTION NO. 155-10  
PAGE 2

**Section 3:** The City Council authorizes Fire Rescue to purchase 12 Self Contained Breathing Apparatus (SCBA) sets from Fisher Safety and authorize the Interim Finance Director to make payment from account numbers 107-0920-522-1-6455 and 303-0920-522-0-6455.

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

The remainder of this page has been intentionally left blank.

APPROVED:

Thomas A. Masters  
THOMAS A. MASTERS  
MAYOR

Dawn S. Pardo  
DAWN S. PARDO  
CHAIRPERSON

ATTEST:

Carrie E. Ward 12/1/10  
CARRIE E. WARD  
MASTER MUNICIPAL CLERK  
CITY CLERK

ABSENT  
JUDY L. DAVIS  
CHAIR PRO TEM

Billie E. Brooks  
BILLIE E. BROOKS  
COUNCILPERSON

Cedrick A. Thomas  
CEDRICK A. THOMAS  
COUNCILPERSON

Shelby L. Lowe  
SHELBY L. LOWE  
COUNCILPERSON

MOTIONED BY: Thomas

SECONDED BY: Brooks

D. PARDO Aye

J. DAVIS Absent

B. BROOKS Aye

C. THOMAS Aye

S. LOWE Aye

REVIEWED AS TO LEGAL SUFFICIENCY

Pamala Hanna Ryan  
PAMALA HANNA RYAN, CITY ATTORNEY

DATE: 11/22/10

RESOLUTION NO. 156-10

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF RIVIERA BEACH, PALM BEACH COUNTY, FLORIDA, APPROVING THE PURCHASE OF A NEW PLAY SYSTEM FOR DAN CALLOWAY RECREATIONAL COMPLEX FROM MIRACLE RECREATION EQUIPMENT COMPANY OF FORT LAUDERDALE, FLORIDA IN THE AMOUNT OF \$49,973.50 BY PIGGY BACKING FROM THE PALM BEACH COUNTY SCHOOL BOARD BID NO. 10C-54B; AUTHORIZING THE INTERIM FINANCE DIRECTOR TO APPROPRIATE FUND BALANCE FROM THE CITY'S LOSS FUND ACCOUNT 602-0539-513-0-4508 IN THE AMOUNT OF \$49,973.50; AUTHORIZING THE MAYOR AND THE CITY CLERK TO EXECUTE THE MATERIALS AND INSTALLATION CONTRACT; AND PROVIDING FOR AN EFFECTIVE DATE.

**WHEREAS**, the previous play system at Dan Calloway was destroyed by arson beyond repair; and

**WHEREAS**, Section 9-107 of the City's Procurement Ordinance #2412, provides for the procurement of goods, services, and equipment by utilizing contract pricing and terms established by other governmental agencies "Piggy Backing"; and

**WHEREAS**, this "Piggy Back" purchase will provide a New Play System for Dan Calloway Recreational Complex for youth users to utilize.

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

**SECTION 1.** The City Council hereby accepts and approves the proposal from Miracle Recreation Equipment Company of Fort Lauderdale, Florida for the purchase and installation of a new play system at Dan Calloway Recreational Complex in the total amount of \$49,973.50.

**SECTION 2.** The Interim Finance Director is authorized to appropriate fund balance from the City's Loss Fund account in the amount of \$49,973.50.

**SECTION 3.** The City Council authorizes the Interim Finance Director to make payment from Account No. 602-0539-513-0-4508.

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

PASSED AND APPROVED this 1 day of December, 2010

RESOLUTION NO. 156-10  
PAGE 2

APPROVED:

Thomas A. Masters  
THOMAS A. MASTERS  
MAYOR

Dawn S. Pardo  
DAWN S. PARDO  
CHAIRPERSON

ATTEST:

Carrie E. Ward  
CARRIE E. WARD  
MASTER MUNICIPAL CLERK  
CITY CLERK

ABSENT  
Judy L. Davis  
JUDY L. DAVIS  
CHAIR PRO TEM

Billie E. Brooks  
BILLIE E. BROOKS  
COUNCILPERSON

Cedrick A. Thomas  
CEDRICK A. THOMAS  
COUNCILPERSON

Shelby L. Lowe  
SHELBY L. LOWE  
COUNCILPERSON

MOTIONED BY: Thomas Brooks

SECONDED BY: Brooks

D. PARDO Aye

J. DAVIS Absent

B. BROOKS Aye

C. THOMAS Aye

S. LOWE Aye

REVIEWED AS TO LEGAL SUFFICIENCY

Pamela H. Ryan  
PAMALA HANNA RYAN, CITY ATTORNEY

DATE: 11/22/10

**MATERIALS AND/OR SERVICE AGREEMENT**

**THIS AGREEMENT** made and entered into this   /   day of December, 2010 by and between **MIRACLE RECREATION EQUIPMENT COMPANY**, hereinafter referred to as **"Independent Contractor,"** whose mailing address is 4581 Southwest 24<sup>TH</sup> Avenue, Fort Lauderdale, Florida 33312 and the **CITY OF RIVIERA BEACH, FLORIDA**, a municipal corporation, hereinafter referred to as **"City,"** whose address is 600 West Blue Heron Boulevard, Riviera Beach, Florida, 33404.

**WHEREAS**, Palm Beach County School Board posted an Invitation to Bid, to wit, Bid No.: 10C-54B, hereinafter the **"Bid"** for playground equipment, surfacing, shade structures and fitness trails , the terms of which are incorporated herein by reference; and

**WHEREAS**, Independent Contractor was the successful responsible bidder; and

**WHEREAS**, the Bid allowed for and encouraged the successful bidder to extend such terms and conditions to other governmental agencies; and

**WHEREAS**, Independent Contractor desires to extend such to the City.

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

1. Independent Contractor agrees to be bound by all the terms and conditions as set forth in the Bid.
2. To the extent that there exists a conflict between the Bid and this Agreement, the terms, conditions, covenants, and/or provisions of this Agreement shall prevail. Wherever possible, the provisions of such documents shall be construed in such a manner as to avoid conflicts between provisions of the various documents.
3. That the City does hereby retain the services of the Independent Contractor for the purpose of providing and installing one (1) Custom Kit Kids Choice 5-12 Unit 23\_40465614109 and two (2) six foot (6') benches with back in-ground located at Dan Calloway Recreational Complex as set forth more fully in Exhibit "A" attached hereto and incorporated herein by reference.
4. Work must begin within ten (10) calendar days from the date of receipt of official notice to proceed and shall be carried on at a rate to insure its full completion within (60) days from the date of official notice to proceed, the rate of progress and time of completion being essential conditions of this agreement.
5. If the contract work is not fully complete according to the terms of this Agreement within the limits herein stipulated, the Independent Contractor shall pay the City, not as a penalty, but as liquidated damages, a sum equal to one hundred dollars (\$100) for each day elapsing between expiration of such time limit and the date of full completion, providing, however, that the time limits herein stated are subject to extension without payment of damages, as provided in section 21, herein.
6. The City agrees to compensate the Independent Contractor in the amount of \$49,973.50, as set forth in more detail in the fee proposal, attached hereto as Exhibit "B". 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 Independent Contractor for any travel costs incurred as a direct result of the Independent Contractor providing deliverables to the City in pursuance of the scope of work contained in herein or in an exhibit.
7. This Agreement may be terminated by either party with or without cause upon thirty days (30) days prior written notice. In the event that the City terminates this Agreement, for any reason whatsoever, the

Independent Contractor understands and agrees that he/she shall not receive any further compensation beyond the termination date. This shall be true even where there are remaining months under the terms of this Agreement.

8. Independent Contractor hereby represents that it has complied and shall continue to comply with all applicable Federal and State statutes and local ordinances. Further, Independent Contractor shall be solely responsible for obtaining and complying with all necessary permits, approvals and authorizations, required for the work to be performed pursuant to the terms of this Agreement from any federal, state, regional, county, or city agency.

9. The Independent Contractor represents that it has, or will secure at its own expense, all necessary personnel, equipment and materials required to perform the services under this Agreement. Such personnel shall not be employees of or have any contractual relationship with the City.

10. All of the services required hereunder shall be performed by the Independent Contractor 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.

11. The Independent Contractor agrees that that it is fully responsible to the City for the acts and omissions of subcontractors and of persons either directly or indirectly employed by the Independent Contractor. Nothing contained herein shall create any contractual relationship between any subcontractor and the City.

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

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

14. Prior to execution of this Agreement by the City the Independent Contractor 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 Independent Contractor has obtained insurance of the type, amount, and classification as required for strict compliance with this 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 Independent Contractor of its liability and obligations under this Agreement.

15. The Independent Contractor shall maintain, during the life of this Agreement, commercial general liability, including contractual liability insurance in the amount of \$500,000 per occurrence to protect the Independent Contractor 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 Agreement, whether such operations be by the Independent Contractor or by anyone directly employed by or contracting with the Independent Contractor.

16. The Independent Contractor shall maintain, during the life of this Agreement, comprehensive automobile liability insurance in the minimum amount of \$500,000 combined single limit for bodily injury and property damages liability to protect the Independent Contractor 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 Independent Contractor or by anyone directly or indirectly employed by the Independent Contractor.

17. The Independent Contractor shall maintain, during the life of this Agreement, 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.

18. All insurance, other than Professional Liability and Workers' Compensation, to be maintained by the Independent Contractor shall specifically include the City as an "Additional Insured."

19. The Independent Contractor 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 causes of action which may arise from any negligent act or omission of the Independent Contractor, its agents, servants, or employees in the performance of services under this Agreement.

20. The Independent Contractor 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 Independent Contractor not included in the paragraph above and for which the City, its agents, servants or employees are alleged to be liable. Nothing contained in this provision shall be construed or interpreted as consent by the City to be sued, nor as a waiver of sovereign immunity beyond the waiver provided in Section 768.28, Florida Statutes.

21. The Independent Contractor 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 Independent Contractor 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 Independent Contractor's request, the City shall consider the facts and extent of any failure to perform the work and, if the Independent Contractor's failure to perform was without it or its subcontractors fault or negligence, as determined by the City, the Agreement Schedule and/or any other affected provision of this Agreement shall be revised accordingly; subject to the City's rights to change, terminate, or stop any or all of the work at any time. If the Independent Contractor is delayed at any time in the process of the work by any act or neglect of the City or its employees, or by any other contractor employed by the City, or by changes ordered by the City or in an unusual delay in transportation, unavoidable casualties, or any causes beyond the Independent Contractor's control, or by delay authorized by the Engineer pending negotiation or by any cause which the Engineer shall decide justifies the delay, then the time of completion shall be extended for any reasonable time the City may decide. In the case of continuing cause of delay, only one (1) claim is necessary.

22. The Independent Contractor does not have the power or authority to bind the City in any promise, agreement or representation other than as specifically provided for in this Agreement.

23. The City reserves the right to make changes in the scope of work, including alterations, reductions therein or additions thereto. Upon receipt by the Independent Contractor of the City's notification of a contemplated change, the Independent Contractor 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 Independent Contractor's ability to meet the completion dates or schedules of this Agreement. If the City so instructs in writing, the Independent Contractor shall suspend work on that portion of the work affected by a contemplated change, pending the City's decision to proceed with the change.

24. If the City elects to make the change, the City shall initiate an Agreement Amendment and the Independent Contractor shall not commence work on any such change until such written amendment is signed by the Independent Contractor and approved and executed by the City Manager for the City.

25. All materials and/or work to be furnished and/or installed by the Independent Contractor under this Agreement shall be guaranteed by the Independent Contractor for a period of one year from the date of final acceptance thereof by the City against defects in design, workmanship, or materials. Upon receipt of notice from the City of failure or defect of any part covered under such warranty/guaranty period, the affected part, parts, or materials shall be replaced promptly with new parts or materials by the Independent Contractor at no expense to the City. In the event the Independent Contractor fails to make the necessary repairs or replacements within 30 days after notification by the City, the City may accomplish the work at the expense of the Independent Contractor.

26. The Independent Contractor shall continuously maintain adequate protection of all work from damage, and shall protect such work and the City's property from injury or loss arising during the term of the

Agreement. Except for any such damage, injury, or loss which may be directly due to errors caused by the City or employees of the City, the Independent Contractor shall adequately protect adjacent property, as provided by the law, and shall provide guard fences, lights, and any other necessary materials to carry out such protection.

27. Until acceptance of the work by the City, the City's property shall be under the charge and care of the Independent Contractor and the Independent Contractor shall take every necessary precaution against injury or damage to the work by the action of elements or from any other cause whatsoever, and the Independent Contractor shall repair, restore and make good, without additional charge any work occasioned by any of the above causes before its completion and acceptance by the City.

28. This Agreement and any dispute, disagreement, or issue of construction or interpretation arising hereunder whether relating to its execution, its validity, the obligations provided herein, performance or breach shall be governed and interpreted according to laws of the State of Florida. Any and all legal action necessary to enforce the Agreement will be held in Palm Beach County.

29. 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.

30. If any action, whether in law, equity or otherwise, is brought for any dispute, disagreement, or issue of construction, declaration or interpretation arising hereunder whether relating to the Agreement's execution, validity, the obligations provided therein, or performance of this Agreement, or because of an alleged breach, default or misrepresentation in connection with any provisions of this Agreement, 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.

31. Time is of the essence in all respects under this agreement.

32. Failure of the City to enforce or exercise any right(s) under this Agreement shall not be deemed a waiver of City's right to enforce or exercise said right(s) at any time thereafter.

**THE REMAINDER OF THIS PAGE LEFT BLANK INTENTIONALLY**

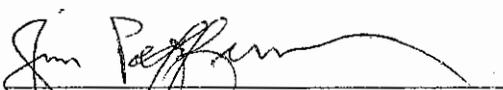
AGREEMENT WITH THE CITY OF RIVIERA BEACH

IN WITNESS WHEREOF, the Parties unto this Agreement have set their hands and seals on the day and date first written above.

CITY OF RIVIERA BEACH

MIRACLE RECREATION EQUIPMENT COMPANY

BY:   
THOMAS A. MASTERS  
MAYOR

BY:   
JIM PEFFERMAN  
VICE PRESIDENT

ATTEST:

(SEAL)

BY:   
CARRIE E. WARD, MMC  
CITY CLERK

APPROVED AS TO FORM AND  
LEGAL SUFFICIENCY

APPROVED AS TO TERMS AND  
CONDITIONS

BY:   
PAMALA H. RYAN  
CITY ATTORNEY

BY: \_\_\_\_\_  
BENJAMIN GUY  
PURCHASING DIRECTOR

DATE: 11/22/10



## Equipment Quotation

**Sales Representative**

Miracle of South Florida

Connie Brown

4581 SW 25th Avenue

Fort Lauderdale, FL 33312

Phone: (954) 367-3057 Fax: (954) 987-0976

Quote Number: 23105163

Quote Date: 10/14/2010

Customer Number

Terms of Sale:

Customer Class: 1. Parks & Rec

Shipping Method: Best Way

Freight Terms: Prepaid

Approximate Ship Date:

Cust PO Num:

**Prepared** Riviera Beach Purchasing

**For:** 2391 Avenue "L"

Riviera Beach, FL 33404

**Location:** Dan Calloway Park Opt 2

1420 W 10th Street

West Palm Beach, FL 33404

[pwilson@rivieracbch.com](mailto:pwilson@rivieracbch.com)

**Payment/Accounting Contact:** Pierre Wilson (561) 845-4180

**Shipping/Delivery Contact:**

Quantity	Item Number	Description	Price Each	Price Total
2	Bench	6' Bench w/back-Inground (delivered)	\$457.25	\$914.50
1	CustomUnit	Kids Choice 5-12 Unit 23_40465614109	\$47,276.00	\$47,276.00
			<b>Equipment Total:</b>	\$48,190.50
			<b>Freight:</b>	\$4,102.00
			<b>Installation:</b>	\$9,500.00
			<b>Discount:</b>	\$11,819.00
			<b>SubTotal:</b>	\$49,973.50
			<b>Grand Total:</b>	\$49,973.50

**Special Colors:**

Please provide a copy of your sales tax exempt certificate w/order.

**Notes:**

Prices do not include site preparation, building permits and related fees, underground line location, surfacing, site security, remove/repair/replace fence, landscape, or sod, storage. Pricing per Palm Beach County School Board Bid 10C-54B.

*I hereby authorize Miracle Recreation Equipment Company to ship the equipment listed above for which I agree to pay the total amount specified. I will be responsible for receiving all merchandise from the Miracle truck. Payment terms are Net-30 days from invoice date with approved credit. Non-taxable customers will provide proper tax exemption certificate to Miracle Recreation. Purchase orders and payments should be made payable to the order of Miracle Recreation Equipment Company.*

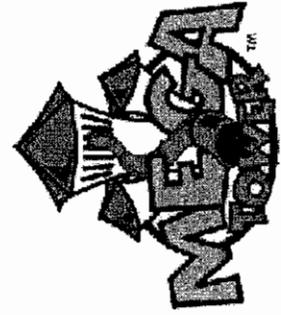
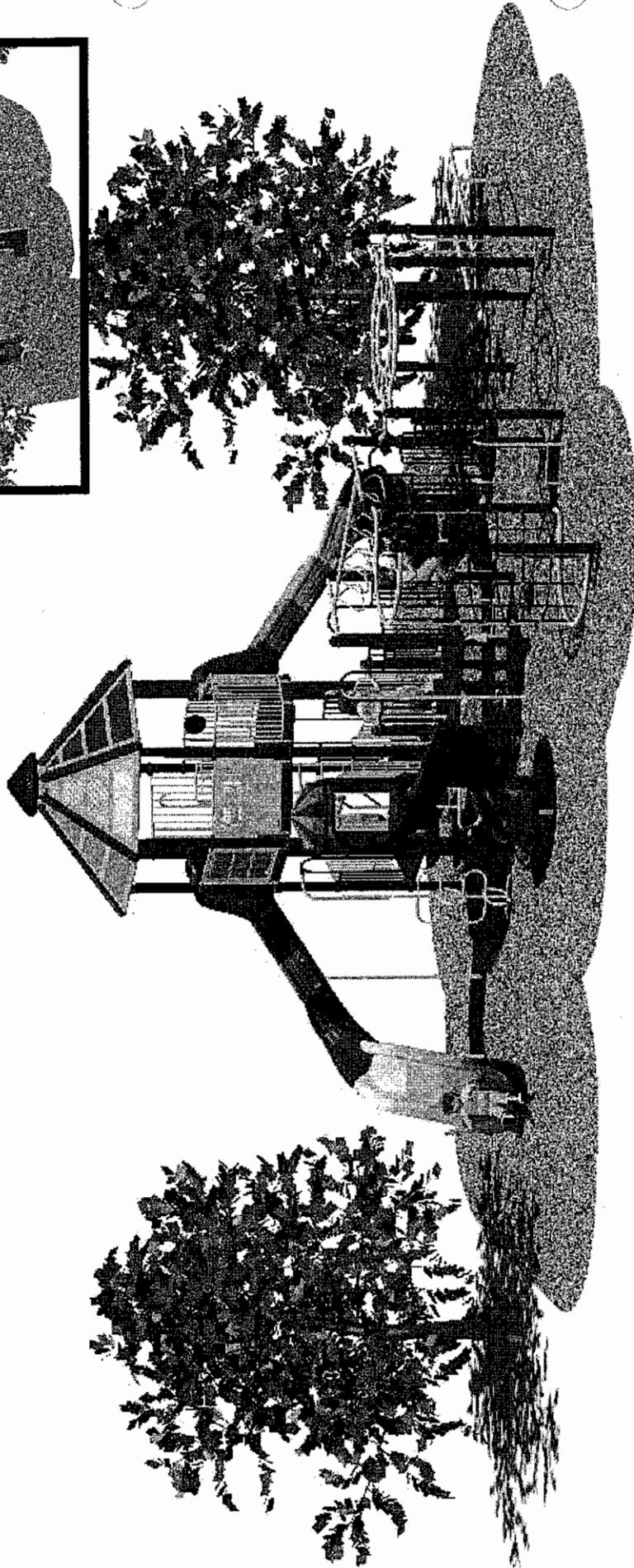
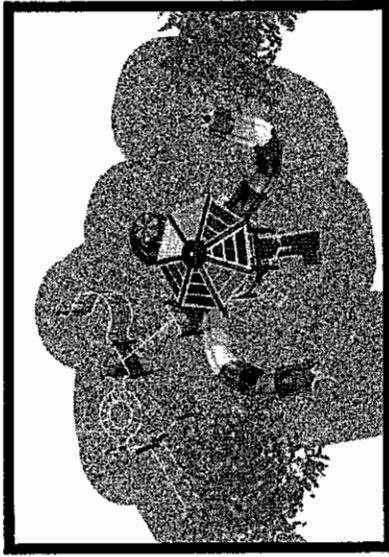
Accepted By

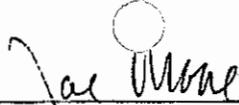
Printed Name

Date

*Thank you for the opportunity to provide this quote!*

**Dan Calloway MegaTower**  
Riviera Beach, FL




 Date: 5/4/10  
 Joseph M. Moore, Chief Operating Officer  
 Award approved per School Board Policy 6.14

**INVITATION TO BID NO.: 10C-54B – TERM CONTRACT FOR PLAYGROUND EQUIPMENT,  
SURFACING, SHADE STRUCTURES & FITNESS TRAILS - REVISED**

DATE: April 21, 2010  
 DATE SOLICITED: March 17, 2010

DATE OPENED: April 7, 2010  
 DATE POSTED: April 22, 2010

CONTRACT PERIOD: May 3, 2010 through May 2, 2015  
 REQUESTING DEPARTMENT: Various Schools & Departments

**FINANCIAL IMPACT**

The estimated annual financial impact to the District budget is \$5,000,000. The source of funds is the various schools and departments budgets.

Items to be purchased include playground equipment, outdoor fitness equipment, shade structures, fitness trails, installation, site preparation, dig-out and excavation, sand, concrete for the pads and sidewalks, surfacing for ADA accessibility and the installation of the surfacing. The equipment is bid at a firm percentage discount off list price plus freight and installation. Surfacing, surfacing installation and all site prep is bid at a firm rate per square foot. The bid establishes a pool of pre-qualified vendors to furnish and install shade structures and fitness trails as requested. The project coordinator for the school site manages each project. All equipment and surfacing are approved by Risk Management.

**AWARD RECOMMENDATION / TABULATION**

<b>VENDOR</b>	<b>MINORITY STATUS</b>	<b>ITEM 1</b>	<b>ITEM 2</b>	<b>ITEM 3</b>	<b>ITEM 4</b>
(Ace Surfaces)		---	---	---	---
American Recreational Solutions, Inc.	---	<u>9%</u>	<u>5%</u>	<u>Various</u>	N/A
Apollo Sunguard Systems	8	<u>5%</u>	No Bid	No Bid	No Bid
Bliss Products & Services, Inc.	---	<u>12.5%</u>	<u>35%</u>	<u>Various</u>	N/A
Christensen Systems	---	No Bid	No Bid	No Bid	No Bid
Columbia Cascade Company	---	<u>12%</u>	No Bid	No Bid	No Bid
D.W. Recreation Services, Inc.	---	No Bid	<u>25%</u>	No Bid	No Bid
Gametime	---	<u>15% - \$15,00 &amp; up</u> <u>10% \$14,999 &amp; less</u>	<u>25%</u>	<u>Various</u>	N/A
Lanier Plans, Inc. dba Korkat, Inc.	---	<u>10% Playland</u>	<u>28%</u>	<u>Various</u>	N/A

		<u>5% H2O</u>			
Leadex Corporation	---	<u>4% Playcraft</u> <u>2% Sportsplay</u> <u>(1% Landscape)</u>	<u>34%</u>	<u>Various</u>	N/A
Miracle Recreation Equipment Company	---	<u>20%</u>	<u>40%</u>	<u>Various</u>	<u>\$2.00 per sq ft</u>
No Fault Sport Group, LLC	---	No Bid	No Bid	<u>Various</u>	N/A
Play It Safe	6	<u>10% Union Land</u> <u>8% Exccent Play</u> <u>8% Sports Play</u>	<u>29%</u>	<u>Various</u>	N/A
Playmore West, Inc.	---	<u>10% \$10,000 &amp; up</u> <u>2% less than \$10,000</u>	<u>35%</u>	<u>Various</u>	N/A
PlayPower LT Farmington, Inc.	---	<u>10%</u>	No Bid	<u>Various</u>	N/A
RCP Shelters, Inc.	---	No Bid	No Bid	No Bid	No Bid
Regal Contractors, Inc.	---	No Bid	<u>28%</u>	<u>Various</u>	N/A
Rep Services, Inc.	---	<u>3%</u>	<u>36%</u>	<u>Various</u>	N/A
Shade Systems, Inc.	---	No Bid	No Bid	No Bid	No Bid
SkyShades of South Florida	6	No Bid	No Bid	No Bid	No Bid
Southeast Surfacing & Recreation LLC	---	No Bid	<u>Various</u>	<u>Various</u>	N/A
Spectra Contract Flooring	---	(10%)	(5%)	<u>\$10.99 per sq ft - turf &amp; \$9.99 per sq ft - PIP</u>	N/A
Sports Systems International, Inc.	---	<u>5%</u>	<u>75%</u>	<u>Various</u>	N/A
Sun Shade, Inc.	---	No Bid	No Bid	No Bid	No Bid
Superior Park Systems, Inc.	---	<u>5% Superior Park Systems &amp; Recreation Creations</u>	<u>75%</u>	<u>Various</u>	N/A
Taylor Supply LLC	---	<u>7% Childforms</u>	No Bid	No Bid	No Bid

		<u>&amp; Blue Valley Industries</u>			
TofTurf by Roberson Industries, Inc.	---	No Bid	No Bid	<u>Various</u>	N/A
West Construction, Inc.	---	<u>5%</u>	<u>25%</u>	<u>Various</u>	N/A

<u>VENDOR</u>	<u>ITEM 5</u>	<u>ITEM 6</u>	<u>ITEM 7</u>	<u>ITEM 8</u>	<u>ITEM 9</u>
(Ace Surfaces)	---	---	---	---	---
American Recreational Solutions, Inc.	No	No Bid	No Bid	<u>\$1.50 per sq ft</u>	No Bid
Apollo Sunguard Systems	No	No Bid	No Bid	No Bid	No Bid
Bliss Products & Services, Inc.	<u>Yes</u>	<u>7%</u>	<u>35%</u>	<u>\$1.75 per sq ft</u>	<u>\$55.00 per cubic yard</u>
Christensen Systems	No	No Bid	No Bid	No Bid	No Bid
Columbia Cascade Company	No	<u>12%</u>	No Bid	No Bid	No Bid
D.W. Recreation Services, Inc.	No	No Bid	<u>25%</u>	<u>\$1.50 per sq ft</u>	<u>\$30.00 per cubic yard</u>
Gametime	<u>Yes</u>	<u>15% - \$15,00 &amp; up</u> <u>10% - \$14,999 &amp; less</u>	<u>25%</u>	<u>\$1.25 per sq ft</u>	<u>\$28.00 per cubic yard</u>
Lanier Plans, Inc. dba Korkat, Inc.	No	<u>10%</u>	<u>10%</u>	<u>\$1.73 per sq ft</u>	No Bid
Leadex Corporation	<u>Yes</u>	<u>2% Playcraft</u> <u>1% Sportsplay</u> <u>(1% Landscape Structures)</u>	<u>40%</u>	<u>\$1.38 per sq ft</u>	<u>\$45.00 per cubic yard</u>
Miracle Recreation Equipment Company	<u>Yes</u>	<u>10%</u>	<u>40%</u>	<u>\$1.50 per sq ft</u>	<u>\$75.00 per cubic yard</u>
No Fault Sport Group, LLC	No	No Bid	No Bid	No Bid	No Bid
Play It Safe	<u>Yes</u>	<u>10%</u>	<u>27%</u>	<u>\$1.60 per sq ft</u>	<u>\$62.00 per cubic yard</u>
Playmore West, Inc.	<u>Yes</u>	<u>10%</u> <u>\$10,000 &amp;</u>	<u>35%</u>	<u>\$2.50 per sq ft</u>	<u>\$65.00 per cubic yard</u>

		<u>up 2% less than \$10,000</u>			
PlayPower LT Farmington, Inc.	No	<u>10%</u>	No Bid	No Bid	No Bid
RCP Shelters, Inc.	No Bid	No Bid	No Bid	No Bid	No Bid
Regal Contractors, Inc.	<u>Yes</u>	No Bid	<u>28%</u>	<u>\$2.00 per sq ft</u>	<u>\$40.00 per cubic yard</u>
Rep Services, Inc.	<u>Yes</u>	<u>3%</u>	<u>36%</u>	<u>\$2.50 per sq ft</u>	<u>\$50.00 per cubic yard</u>
Shade Systems, Inc.	No Bid	No Bid	No Bid	No Bid	No Bid
SkyShades of South Florida	No Bid	No Bid	No Bid	No Bid	No Bid
Southeast Surfacing & Recreation LLC	No	No Bid	<u>35%</u>	<u>\$2.25 per sq ft</u>	No Bid
Spectra Contract Flooring	No	No Bid	No Bid	No Bid	No Bid
Sports Systems International, Inc.	No	<u>5%</u>	<u>75%</u>	<u>\$.95 per sq ft</u>	<u>\$28.00 per cubic yard</u>
Sun Shade, Inc.	No Bid	No Bid	No Bid	No Bid	No Bid
Superior Park Systems, Inc.	<u>Yes</u>	<u>5% Superior Park Systems &amp; Recreation Creations</u>	<u>75%</u>	<u>\$1.05 per sq ft</u>	<u>30.00 per cubic yard</u>
Taylor Supply LLC	No Bid	<u>7%</u>	No Bid	No Bid	No Bid
TofTurf by Roberson Industries, Inc.	No	No Bid	No Bid	No Bid	No Bid
West Construction, Inc.	No	<u>5%</u>	<u>25%</u>	<u>\$1.75 per sq ft</u>	<u>\$33.00 per cubic yard</u>

<b>VENDOR</b>	<b><u>ITEM 10</u></b>	<b><u>ITEM 11</u></b>	<b><u>ITEM 12</u></b>	<b><u>ITEM 13</u></b>	<b><u>ITEM 14</u></b>
(Ace Surfaces)	---	---	---	---	---

American Recreational Solutions, Inc.	<u>\$21.00 per linear ft</u>	<u>\$12.50 per linear ft</u>	<u>\$6.50 per sq ft</u>	No Bid	<u>\$90.00 per cubic yard</u>
Apollo Sunguard Systems	No Bid	No Bid	No Bid	No Bid	No Bid
Bliss Products & Services, Inc.	<u>\$20.00 per linear ft</u>	<u>\$19.50 per linear ft</u>	<u>\$6.00 per sq ft</u>	No Bid	<u>\$23.00 per cubic yard</u>
Christensen Systems	No Bid	No Bid	No Bid	No Bid	No Bid
Columbia Cascade Company	No Bid	No Bid	No Bid	No Bid	No Bid
D.W. Recreation Services, Inc.	<u>\$15.00 per linear ft</u>	<u>\$9.00 per linear ft</u>	<u>\$4.00 per sq ft</u>	<u>\$75.00 per linear ft</u>	<u>\$15.00 per cubic yard</u>
Gametime	<u>\$1.00 per linear ft</u>	<u>\$12.00 per linear ft</u>	<u>\$6.00 per sq ft</u>	<u>\$85.00 per linear ft</u>	<u>\$75.00 per cubic yard</u>
Lanier Plans, Inc. dba Korkat, Inc.	<u>\$4.60 per linear ft</u>	<u>\$15.60 per linear ft</u>	<u>\$4.36 per sq ft</u>	No Bid	<u>\$16.10 per cubic yard</u>
Leadex Corporation	<u>\$16.80 per linear ft</u>	<u>\$15.00 per linear ft</u>	<u>\$4.50 per sq ft</u>	<u>\$65.00 per linear ft</u>	<u>\$30.00 per cubic yard</u>
Miracle Recreation Equipment Company	<u>\$13.00 per linear ft</u>	<u>\$13.00 per linear ft</u>	<u>\$7.00 per sq ft</u>	No Bid	<u>\$40.00 per cubic yard</u>
No Fault Sport Group, LLC	No Bid	No Bid	No Bid	No Bid	No Bid
Play It Safe	<u>\$24/6" wide &amp; \$10/4" wide per linear ft</u>	<u>\$16.00 per linear ft</u>	<u>\$6.00 per sq ft</u>	No Bid	<u>\$39.00 per cubic yard</u>
Playmore West, Inc.	<u>\$20.00 per linear ft</u>	<u>\$12.00 per linear ft</u>	<u>\$6.00 per sq ft</u>	<u>\$100 per linear ft</u>	<u>\$65.00 per cubic yard</u>
PlayPower LT Farmington, Inc.	No Bid	No Bid	No Bid	No Bid	No Bid
RCP Shelters, Inc.	No Bid	No Bid	No Bid	No Bid	No Bid
Regal Contractors, Inc.	<u>\$9.00 per linear ft</u>	<u>\$15.00 per linear ft</u>	<u>\$5.00 per sq ft</u>	<u>\$80.00 per linear ft</u>	<u>\$16.00 per cubic yard</u>
Rep Services, Inc.	<u>\$11.25 per linear ft</u>	<u>\$18.75 per linear ft</u>	<u>\$6.25 per sq ft</u>	<u>\$100.00 per linear ft</u>	<u>\$20.00 per cubic yard</u>
Shade Systems, Inc.	No Bid	No Bid	No Bid	No Bid	No Bid
SkyShades of South Florida	No Bid	No Bid	No Bid	No Bid	No Bid
Southeast Surfacing & Recreation LLC	<u>\$22/6" wide &amp; \$15/4" wide</u>	<u>\$40.00 per linear ft</u>	<u>\$5.50 per sq ft</u>	<u>\$40.00 per linear ft</u>	<u>\$45.00 per cubic yard</u>

	<u>per linear ft</u>				
Spectra Contract Flooring	No Bid	No Bid	No Bid	No Bid	No Bid
Sports Systems International, Inc.	<u>\$25/6" wide &amp; \$13/4" wide per linear ft</u>	<u>\$23.00 per linear ft</u>	<u>\$4.05 per sq ft</u>	<u>\$33.00 per linear ft</u>	<u>\$20.00 per cubic yard</u>
Sun Shade, Inc.	No Bid	No Bid	No Bid	No Bid	No Bid
Superior Park Systems, Inc.	<u>\$29/6" wide &amp; \$13.75/4" wide per linear ft</u>	<u>\$27.00 per linear ft</u>	<u>\$5.50 per sq ft</u>	<u>\$32.00 per linear ft</u>	<u>\$22.00 per cubic yard</u>
Taylor Supply LLC	No Bid	No Bid	No Bid	No Bid	No Bid
TofTurf by Roberson Industries, Inc.	No Bid	No Bid	No Bid	No Bid	No Bid
West Construction, Inc.	<u>\$20.00 per linear ft</u>	<u>\$13.00 per linear ft</u>	<u>\$4.50 per sq ft</u>	<u>\$78.00 per linear ft</u>	<u>\$17.00 per cubic yard</u>

<b>VENDOR</b>	<b>ITEM 15</b>	<b>ITEM 16</b>	<b>ITEM 17</b>	<b>ITEM 18</b>	<b>ITEM 19</b>	<b>Item 20</b>	<b>Item 21</b>
(Ace Surfaces)	---	---	---	---	---	---	---
American Recreational Solutions, Inc.	No Charge	<u>\$900.00</u>	No	<u>Yes</u>	<u>Yes</u>	No Bid	No Bid
Apollo Sunguard Systems	No Bid	<u>\$1,800.00</u>	No	<u>Yes</u>	No	No	No
Bliss Products & Services, Inc.	<u>\$250.00</u>	<u>\$1,000.00</u>	No	<u>Yes</u>	<u>Yes</u>	<u>Yes</u>	<u>Yes</u>
Christensen Systems	No Bid	No Bid	No	No	<u>Yes</u>	No	No
Columbia Cascade Company	No Bid	No Bid	No	No	No	<u>Yes</u>	No
D.W. Recreation Services, Inc.	<u>\$150.00</u>	No Bid	No	No	<u>Yes</u>	No	<u>Yes</u>
Gametime	<u>\$600.00</u>	<u>\$675.00</u>	<u>Yes</u>	<u>Yes</u>	<u>Yes</u>	<u>Yes</u>	<u>Yes</u>
Lanier Plans, Inc. dba Korkat, Inc.	<u>\$300.00</u>	<u>\$750.00</u>	<u>Yes</u>	<u>Yes</u>	<u>Yes</u>	<u>Yes</u>	<u>Yes</u>

Leadex Corporation	<u>\$450.00</u>	<u>\$900.00</u>	<u>Yes</u>	<u>Yes</u>	<u>Yes</u>	<u>Yes</u>	<u>Yes</u>
Miracle Recreation Equipment Company	No Bid	<u>\$950.00</u>	<u>Yes</u>	<u>Yes</u>	<u>Yes</u>	<u>Yes</u>	<u>Yes</u>
No Fault Sport Group, LLC	No Bid	No Bid	<u>Yes</u>	No	No	<u>Yes</u>	<u>Yes</u>
Play It Safe	No Bid	<u>\$650.00</u>	<u>Yes</u>	<u>Yes</u>	<u>Yes</u>	<u>Yes</u>	<u>Yes</u>
Playmore West, Inc.	<u>\$1,000.00</u>	<u>\$750.00</u>	<u>Yes</u>	<u>Yes</u>	<u>Yes</u>	<u>Yes</u>	<u>Yes</u>
PlayPower LT Farmington, Inc.	No Bid	<u>\$550.00</u>	No	<u>Yes</u>	No	No	No
RCP Shelters, Inc.	No Bid	No Bid	No Bid	<u>Yes</u>	No Bid	No Bid	No Bid
Regal Contractors, Inc.	<u>\$450.00</u>	<u>\$1,000.00</u>	<u>Yes</u>	No	<u>Yes</u>	<u>Yes</u>	<u>Yes</u>
Rep Services, Inc.	<u>\$500.00</u>	<u>\$800.00</u>	<u>Yes</u>	<u>Yes</u>	<u>Yes</u>	<u>Yes</u>	No Bid
Shade Systems, Inc.	No Bid	No Bid	No Bid	<u>Yes</u>	<u>Yes</u>	No Bid	No Bid
SkyShades of South Florida	No Bid	No Bid	No Bid	<u>Yes</u>	No Bid	No Bid	No Bid
Southeast Surfacing & Recreation LLC	<u>\$200.00</u>	<u>\$750.00</u>	<u>Yes</u>	No	<u>Yes</u>	No	<u>Yes</u>
Spectra Contract Flooring	No Bid	No Bid	<u>Yes</u>	No Bid	No Bid	No Bid	No Bid
Sports Systems International, Inc.	<u>\$350.00</u>	<u>\$2,500.00</u>	No	<u>Yes</u>	No	<u>Yes</u>	No
Sun Shade, Inc.	No Bid	No Bid	No Bid	<u>Yes</u>	<u>Yes</u>	No Bid	No Bid

Superior Park Systems, Inc.	<u>\$375.00</u>	<u>\$2,895.00</u>	<u>Yes</u>	<u>Yes</u>	<u>Yes</u>	<u>Yes</u>	<u>Yes</u>
Taylor Supply LLC	No Bid	No Bid	No Bid	No Bid	No Bid	<u>Yes</u>	No Bid
TofTurf by Roberson Industries, Inc.	No Bid	No Bid	<u>Yes</u>	No	No Bid	No	<u>Yes</u>
West Construction, Inc.	<u>\$300.00</u>	<u>\$800.00</u>	No	<u>Yes</u>	No	<u>Yes</u>	No

**LEGEND:**

           = Award

(        ) = Reject

MINORITY - (2-African American, 3-Hispanic American, 4-Native American, 5-Asian American, 6-American Woman, 7-Physically Impaired, 8-Other)

**EXCEPTIONS:**

Ace Surfaces - Reject entire bid. Bidder failed to submit required documents within the time requirements.

Leadex Corporation - Items 1 & 6 Reject bid for Landscape Structures. Bidder is not authorized to sell and install this manufacturer's products.

Spectra Contract Flooring - Reject Items 1 & 2 - Bidder does not sell or install playground equipment.

**RECOMMENDATION:** It is recommended that the award be made to all responsive and responsible bidders in order to meet the needs of the School District.

Note: Original Bid document is available upon request.

**BID PROTEST**

Failure to file a protest within the time prescribed in §120.57(3), Florida Statutes, shall constitute a waiver of proceedings under Chapter 120, Florida Statutes and applicable Board rules, regulations and policies. Offers from the vendors listed herein are the only offers received timely as of the above opening date and time. All other offers submitted in response to this solicitation, if any, are hereby rejected as late.

If a bidder wishes to protest a bid, they must do so in strict accordance with the procedures outlined in FS 120.57(3). Any person who files an action protesting a decision or intended decision pertaining to this bid pursuant to FS 120.57(3)(b), shall post with the Purchasing Department, at the time of filing the formal written protest, a bond secured by an acceptable surety company in Florida payable to the School District of Palm Beach County in an amount equal to 1 percent (1%) of the total estimated contract value, but not less than \$500 nor more than \$5,000. Bond shall be conditioned upon the payment of all costs that may be adjudged against the protester in the administrative hearing in which the action is brought and in any subsequent appellate court proceeding. In lieu of a bond, a cashier's check, certified bank check, bank certified company check or money order will be acceptable form of security. If, after completion of the administrative hearing process and any appellate court proceedings, the District prevails, it shall recover all costs and charges included in the final order of judgment, including charges by the Division of Administrative Hearings. Upon payment of such costs and charges by the protester, the protest security shall be returned. If the protest prevails, he or she shall recover from the District all costs and charges, which shall be included in the final order of judgment.

**DISQUALIFYING CRIMES**

The bidder certifies by submission of this bid, that neither it nor its principals is presently debarred, suspended, proposed for debarment, declared ineligible or voluntarily excluded from participation in this transaction by the State of Florida or Federal Government. Further, bidder certifies that it has divulged, in its bid response, information regarding any of these actions or proposed actions with other governmental agencies.

*SS: [Signature]*

RESOLUTION NO.: 157-10

**A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF RIVIERA BEACH, PALM BEACH COUNTY, FLORIDA, AWARING THE AGREEMENT FOR BID NO. 278-10 – ANNUAL FRANCHISE AGREEMENT FOR CABANA SERVICES, BEACH EQUIPMENT RENTAL AND BEACH CLEANING SERVICE, TO OCEANSIDE BEACH SERVICES OF RIVIERA BEACH, FLORIDA, AT A TOTAL REVENUE OF \$42,000 AND \$48,000 FOR THE FIRST AND SECOND YEARS OF THE CONTRACT, RESPECTIVELY; AND AUTHORIZING THE MAYOR AND THE CITY CLERK TO EXECUTE THE CONTRACT AGREEMENT, AND PROVIDING AN EFFECTIVE DATE.**

**WHEREAS**, in accordance with the provisions of the City's Procurement Ordinance (2412), request for bids were publicly solicited to provide Annual Franchise Agreement for Cabana Services, Beach Equipment Rental and Beach Cleaning Services for the City's Municipal Beach; and

**WHEREAS**, Bids were received and publicly announced in the Council Chambers with Staff from the Purchasing Department, Finance Department and City Clerk on hand to record the official results; and

**WHEREAS**, Oceanside Beach Services of Riviera Beach was the sole bidder and agrees to pay the City REVENUE OF \$42,000 the first year and \$48,000 the second year; and

**WHEREAS**, The Annual Franchise Agreement will provide much needed revenues; provide an important public convenience service to beachgoers; and provide needed maintenance services for the beach grounds east of the dune line

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

**SECTION 1.** That City Council accepts staff's recommendation to award the contract for Annual Franchise Agreement for Cabana Services, Beach Equipment Rental and Beach Cleaning Service to the highest, qualified, responsive and responsible bidder, Oceanside Beach Services of Riviera Beach, Florida.

RESOLUTION No. 157-10  
Page 2

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

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

PASSED AND APPROVED this 1 day of December 2010.

RESOLUTION NO. 157-10  
PAGE 3

APPROVED:

*Thomas A. Masters*  
THOMAS A. MASTERS  
MAYOR

*Dawn S. Pardo*  
DAWN S. PARDO  
CHAIRPERSON

ATTEST:

*C. E. Ward*  
CARRIE E. WARD  
MASTER MUNICIPAL CLERK  
CITY CLERK

ABSENT  
JUDY L. DAVIS  
CHAIR PRO TEM

*Billie E. Brooks*  
BILLIE E. BROOKS  
COUNCILPERSON

*Cedrick A. Thomas*  
CEDRICK A. THOMAS  
COUNCILPERSON

*Shelby L. Lowe*  
SHELBY L. LOWE  
COUNCILPERSON

MOTIONED BY: *Thomas*

SECONDED BY: *Brooks*

D. PARDO *Aye*

J. DAVIS *Absent*

B. BROOKS *Aye*

C. THOMAS *Aye*

S. LOWE *Aye*

REVIEWED AS TO LEGAL SUFFICIENCY

*Pamela H. Ryan*  
PAMALA HANNA RYAN, CITY ATTORNEY

DATE: 11/22/10

**ANNUAL FRANCHISE AGREEMENT  
FOR CABANA SERVICES, BEACH EQUIPMENT RENTAL  
AND BEACH CLEANING SERVICE**

This agreement is made as of the day of December 1, 2010, by and between the City of Riviera Beach, a Municipal Corporation, hereinafter referred to as the "CITY", and Oceanside Beach Services Inc. 2650 Lake Shore Drive, Riviera Beach, FL 33404, a Beach Franchise company, hereinafter referred to as the "FRANCHISE HOLDER".

**WHEREAS**, on October 18, 2010, the City advertised an Invitation for Bid for an annual franchise contract for cabana services, beach equipment rental and beach cleaning services at the municipal beach.

**WHEREAS**, Oceanside Beach Services of Riviera Beach was the highest responsive responsible bidder.

**WHEREAS**, Oceanside Beach Services desires to provide an exclusive franchise for cabana services, beach equipment rental and beach cleaning services at the City's municipal beach and the City desires to engage the services of Oceanside Beach Services.

**NOW THEREFORE**, in consideration of the mutual promises contained herein, the CITY and the FRANCHISE HOLDER agree as follows:

**ARTICLE 1-SERVICES**

The FRANCHISE HOLDER'S responsibility under this Agreement is to provide an exclusive Franchise for cabana services, beach equipment rental and beach cleaning services under the direction of the City Manager or designee. Cabana services, beach equipment rental and beach cleaning services will be provided for as set forth more fully in the scope of work and specifications of Bid No. 278-10, attached hereto as Exhibit "A" and incorporated herein by reference.

The CITY'S representative/liaison during the performance of this Agreement shall be the Recreation & Parks Director of the City of Riviera Beach, telephone number (561) 845-4070.

**ARTICLE 2-CONTRACT TERM**

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

### **ARTICLE 3-PAYMENTS TO THE CITY**

The CITY and the FRANCHISE HOLDER, for the considerations named, agree to follow all Terms, Conditions, and Prices in accordance with Bid No. 278-10 opened October 18, 2010, which forms a part of this agreement, herein. Specifically, the FRANCHISE HOLDER agrees to pay the CITY the sum of \$42,000.00 the first year, payable to the CITY in twelve (12) monthly installments of \$3,500.00 per month; and \$48,000.00 the second year, payable to the CITY in twelve (12) monthly installments of \$4,000 per month. Said payments are due on the 1<sup>st</sup> day of each month; if payment is not received by the 10<sup>th</sup> day of the month, a penalty shall be assessed at 1.5% of the amount due.

### **ARTICLE 4-RIGHT TO TERMINATE**

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

At the end of the term, all beach rental equipment shall remain the property of the FRANCHISE HOLDER and it shall be the FRANCHISE HOLDER's responsibility to remove all such property from the municipal beach in a timely manner but no later than thirty (30) days after the termination of this Agreement.

### **ARTICLE 5- CANCELLATION CLAUSE**

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

### **ARTICLE 6-PERSONNEL**

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

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

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

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

## **ARTICLE 7-SUBCONTRACTING**

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

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

## **ARTICLE 8-LIABILITY INSURANCE**

The Franchise Holder hereby agrees to, at all times, maintain public liability insurance relative to its business operations with limits of not less than \$1,000,000.00 individual/\$1,000,000.00 aggregate coverage. If any such insurance is cancelled or threatened or harmed in any way, the FRANCHISE HOLDER shall immediately notify the CITY in writing of such happening. The FRANCHISE HOLDER further agrees to indemnify, save and hold the CITY harmless from any and all damages to third parties resulting from the FRANCHISE HOLDER negligent performance of the services hereunder. In addition, the FRANCHISE HOLDER agrees to add and always maintain the CITY as an additional insured under said insurance policy.

## **ARTICLE 9-FEDERAL AND STATE TAX**

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

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

## **ARTICLE 10-INDEMNIFICATION**

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

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

Nothing contained in this Article shall be construed or interpreted as consent by the CITY to be sued, nor as a waiver of sovereign immunity beyond the waiver provided in Section 768.28, Florida Statutes.

#### **ARTICLE 11-SUCCESSORS AND ASSIGNS**

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

#### **ARTICLE 12-REMEDIES**

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

#### **ARTICLE 13-CONFLICT OF INTEREST**

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

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

deemed not in conflict of interest with respect to services provided to the CITY by the FRANCHISE HOLDER under the terms of this Contract.

#### **ARTICLE 14-ARREARS**

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

#### **ARTICLE 15-CONTINGENT FEES**

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

#### **ARTICLE 16-ACCESS AND AUDITS**

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

#### **ARTICLE 17-NONDISCRIMINATION**

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

#### **ARTICLE 18- AUTHORITY TO PRACTICE**

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

#### **ARTICLE 19- SEVERABILITY**

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

and provision of this Agreement shall be deemed valid and enforceable to the extent permitted by law.

**ARTICLE 20-PUBLIC ENTITY CRIMES**

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

**ARTICLE 21- NOTICE**

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

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

With a Copy to:

City Attorney  
600 West Blue Heron Blvd.  
Riviera Beach, FL 33404

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

Oceanside Beach Services Inc. #503  
2650 Lake Shore Drive  
Riviera Beach, FL 33404

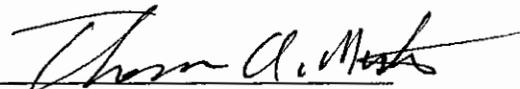
**ARTICLE 22- ENTIRETY OF CONTRACTUAL AGREEMENT**

The CITY and the FRANCHISE HOLDER agree that this Agreement sets forth the entire agreement between the parties, and that there are no promises or understandings other than those stated herein. None of the provisions, terms and conditions contained in this Agreement may be added to, modified, superseded or otherwise altered, except by written instrument executed by the parties hereto in accordance with Sealed Bid No. 278-10, opened October 18, 2010.

IN WITNESS WHEREOF, the parties have hereunto signed their names, and affixed their seals at Riviera Beach, Palm Beach County, Florida, this 1 day of December, 2010.

CITY OF RIVIERA BEACH

OCEANSIDE BEACH SERVICES INC.

BY:   
THOMAS A. MASTERS,  
MAYOR

BY:   
MICHAEL J. NOVATKA, OWNER

(PRES.)

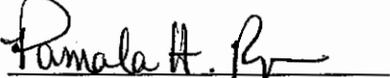
ATTEST:

BY:   
CARRIE E. WARD,  
MASTER MUNICIPAL CLERK  
CITY CLERK

APPROVED AS TO TERMS AND  
CONDITIONS

BY: \_\_\_\_\_  
BENJAMIN GUY  
PURCHASING DIRECTOR

APPROVED AS TO FORM AND  
LEGAL SUFFICIENCY

BY:   
PAMALA H. RYAN,  
CITY ATTORNEY

Date: 11/22/10

RESOLUTION NO. 158-10

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF RIVIERA BEACH, PALM BEACH COUNTY, FLORIDA AUTHORIZING THE PURCHASE OF TWENTY-FIVE (25) IN-CAR VIDEO SYSTEMS FOR THE CITY'S POLICE VEHICLES FROM GLOBAL TECHNOLOGY SOLUTIONS AND SYNEX CORPORATION, THROUGH STATE CONTRACT NUMBER 250-040-08-1; AUTHORIZING THE MAYOR AND CITY CLERK TO EXECUTE AN AGREEMENT WITH GLOBAL TECHNOLOGY SOLUTIONS; AUTHORIZING THE FINANCE DIRECTOR TO PAY \$36,016 TO GLOBAL TECHNOLOGY SOLUTIONS AND \$120,323.75 TO SYNEX CORPORATION FROM CAPITAL MOTOR VEHICLE ACCOUNT NUMBERS 001-0822-521-0-6451 AND 001-0823-521-0-6451, JUSTICE ASSISTANCE GRANT ACCOUNT NUMBER 111-0822-521-3-6405; AND PROVIDING AN EFFECTIVE DATE.

**WHEREAS**, there are twenty (25) police vehicles in need of in-car video;

**WHEREAS**, the in-car video system currently used by the Police Department is no longer in production, therefore the Police Department is seeking a new vendor for its in-car video systems;

**WHEREAS**, in accordance with City of Riviera Beach Procurement Code, a request for proposal was advertised and five (5) firms were individually solicited;

**WHEREAS**, the Purchasing Department recommends Global Technology Solutions as a sole source for the installation and integration of the Arbitrator in-car video system and recommends a piggyback of the State of Florida contract #250-040-08-01 held by Panasonic/Synnex Corporation;

**WHEREAS**, the City will fund the purchase of in-car video through the Justice Assistance Grant Capital Motor Vehicle funds that were allocated in the Police Department's FY2010 and FY2011 General Fund Budget.

**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 approves the purchase of twenty (25) in-car video systems, from Global Technology Solutions and Synnex Corporation, to be used by the City's police department.

**SECTION 2:** The Mayor and City Clerk are authorized to execute an agreement with the Global Technology Solutions.

**SECTION 3:** The City Council authorizes the Finance Director to make total payments in the amount of \$156,339.75 as follows:

<u>Account Number</u>	<u>Description</u>	<u>Payee</u>	<u>Amount</u>
001-0822-521-0-6451	CAP-Motor Veh-FY2010	GTS	\$ 29,354.58
001-0823-521-0-6451	CAP-Motor Veh	GTS	\$ 6,661.42
001-0823-521-0-6451	CAP-Motor Veh.	Synnex	\$ 40,154.75
111-0822-521-3-6405	JAG Grant Funds	Synnex	\$ 80,169.00
	Total Payments		\$156,339.75

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

PASSED and APPROVED this   /   day of DECEMBER, 2010.

[The remainder of this page was intentionally left blank]

RESOLUTION NO. 158-10  
PAGE 3

APPROVED:

*Thomas A. Masters*  
THOMAS A. MASTERS  
MAYOR

*Dawn S. Pardo*  
DAWN S. PARDO  
CHAIRPERSON

ATTEST:

*C. E. Ward*  
CARRIE E. WARD  
MASTER MUNICIPAL CLERK  
CITY CLERK

ABSENT  
JUDY L. DAVIS  
CHAIR PRO TEM

*Billie E. Brooks*  
BILLIE E. BROOKS  
COUNCILPERSON

*Cedrick A. Thomas*  
CEDRICK A. THOMAS  
COUNCILPERSON

*Shelby L. Lowe*  
SHELBY L. LOWE  
COUNCILPERSON

MOTIONED BY: *Thomas*

SECONDED BY: *Brooks*

D. PARDO *Aye*

J. DAVIS *Absent*

B. BROOKS *Aye*

C. THOMAS *Aye*

S. LOWE *Aye*

REVIEWED AS TO LEGAL SUFFICIENCY  
*Pamala H. Ryan*  
PAMALA HANNA RYAN, CITY ATTORNEY

DATE: 11/22/10

## MATERIALS AND INSTALLATION CONTRACT

**THIS CONTRACT** made and entered into this    day of December, 2010 by and between Global Technology Solutions, Inc., hereinafter referred to as "**Independent Contractor**," whose mailing address is 3475 Sheridan Street, Suite 301, Hollywood, Florida 33021 and the **CITY OF RIVIERA BEACH, FLORIDA**, a municipal corporation, hereinafter referred to as "**City**," whose address is 600 West Blue Heron Boulevard, Riviera Beach, Florida, 33404.

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

1. The City agrees to purchase a Mobile Digital Video System from the Independent Contractor to be installed by Independent Contractor at 600 W. Blue Heron Blvd., Riviera Beach Florida 33404. The specifications for the project are more specifically set out in the Statement of Work documents attached as Exhibit "A".
2. Independent Contractor agrees to be bound by all the terms and conditions as set forth in the Bid.
3. To the extent that there exists a conflict between the Bid and this Contract, the terms, conditions, covenants, and/or provisions of this Contract shall prevail. Wherever possible, the provisions of such documents shall be construed in such a manner as to avoid conflicts between provisions of the various documents.
4. Work must begin within ten calendar days from the date of receipt of official notice to proceed and shall be carried on at a rate to insure the project's full completion within 90 days from the date of official notice to proceed, the rate of progress and time of completion being essential conditions of this Contract.
5. If the contract work is not fully complete according to the terms of this Contract within the limits herein stipulated, the Independent Contractor shall pay the City, not as a penalty, but as liquidated damages, a sum equal to one hundred dollars (\$100) for each day elapsing between expiration of such time limit and the date of full completion, providing, however, that the time limits herein stated are subject to extension without payment of damages, as provided in section 21, herein.
6. The City agrees to compensate the Independent Contractor in the amount of thirty-six thousand and sixteen dollars (\$36,016.00), as set forth in more detail in Exhibit "B". 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 Independent Contractor for any travel costs incurred as a direct result of the Independent Contractor providing deliverables to the City in pursuance of the scope of work contained in herein or in an exhibit.
7. This Contract may be terminated by either party with or without cause upon thirty (30) days prior written notice. In the event that the City terminates this Contract, for any reason whatsoever, the Independent Contractor understands and agrees that it shall not receive any further compensation beyond the termination date. This shall be true even where there are remaining months under the terms of this Contract.
8. Independent Contractor hereby represents that it has complied and shall continue to comply with all applicable Federal and State statutes and local ordinances. Further, Independent Contractor shall be solely responsible for obtaining and complying with all necessary permits, approvals and authorizations, required for the work to be performed pursuant to the terms of this Contract from any federal, state, regional, county, or city agency.
9. The Independent Contractor represents that it has, or will secure at its own expense, all necessary personnel, equipment and materials required to perform the services under this Contract. Such personnel shall not be employees of or have any contractual relationship with the City.
10. All of the services required hereunder shall be performed by the Independent Contractor 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.

11. The Independent Contractor agrees that it is fully responsible to the City for the acts and omissions of subcontractors and of persons either directly or indirectly employed by the Independent Contractor. Nothing contained herein shall create any contractual relationship between any subcontractor and the City.

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

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

14. Prior to execution of this Contract by the City the Independent Contractor 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 Independent Contractor has obtained insurance of the type, amount, and classification as required for strict compliance with this 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 Independent Contractor of its liability and obligations under this Contract.

15. The Independent Contractor 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 Independent Contractor 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 Independent Contractor or by anyone directly employed by or contracting with the Independent Contractor.

16. The Independent Contractor 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 Independent Contractor 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 Independent Contractor or by anyone directly or indirectly employed by the Independent Contractor.

17. The Independent Contractor 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 Section 440.02, Florida Statutes.

18. All insurance, other than Professional Liability and Workers' Compensation, to be maintained by the Independent Contractor shall specifically include the City as an "Additional Insured."

19. The Independent Contractor 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 causes of action which may arise from any negligent act or omission of the Independent Contractor, its agents, servants, or employees in the performance of services under this Contract.

20. The Independent Contractor 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 Independent Contractor not included in the paragraph above and for which the City, its agents, servants or employees are alleged to be liable. Nothing contained in this provision shall be construed or interpreted as consent by the City to be sued, nor as a waiver of sovereign immunity beyond the waiver provided in Section 768.28, Florida Statutes.

21. The Independent Contractor 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 Independent Contractor 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 Independent Contractor's request, the City shall consider the facts and extent of any failure to perform the work and, if the Independent Contractor's failure to perform was without it or its subcontractors fault or negligence, as determined by the City, 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. If the Independent Contractor is delayed at any time in the process of the work by any act or neglect of the City or its employees, or by any other contractor employed by the City, or by changes ordered by the City or in an unusual delay in transportation, unavoidable casualties, or any causes beyond the Independent Contractor's control, or by delay authorized by the Engineer pending negotiation or by any cause which the Engineer shall decide justifies the delay, then the time of completion shall be extended for any reasonable time the City may decide. In the case of continuing cause of delay, only one (1) claim is necessary.

22. The Independent Contractor does not have the power or authority to bind the City in any promise, Contract or representation other than as specifically provided for in this Contract.

23. The City reserves the right to make changes in the scope of work, including alterations, reductions therein or additions thereto. Upon receipt by the Independent Contractor of the City's notification of a contemplated change, the Independent Contractor 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 Independent Contractor's ability to meet the completion dates or schedules of this Contract. If the City so instructs in writing, the Independent Contractor shall suspend work on that portion of the work affected by a contemplated change, pending the City's decision to proceed with the change.

24. If the City elects to make the change, the City shall initiate a Contract Amendment and the Independent Contractor shall NOT commence work on any such change until such written amendment is signed by the Independent Contractor and approved and executed by the City Manager for the City.

25. All materials and/or work to be furnished and/or installed by the Independent Contractor under this Contract shall be guaranteed by the Independent Contractor for a period of one year from the date of final acceptance thereof by the City against defects in design, workmanship, or materials. Upon receipt of notice from the City of failure or defect of any part covered under such warranty/guaranty period, the affected part, parts, or materials shall be replaced promptly with new parts or materials by the Independent Contractor at no expense to the City. In the event the Independent Contractor fails to make the necessary repairs or replacements within 30 days after notification by the City, the City may accomplish the work at the expense of the Independent Contractor.

26. The Independent Contractor shall continuously maintain adequate protection of all work from damage, and shall protect such work and the City's property from injury or loss arising during the term of the Contract. Except for any such damage, injury, or loss which may be directly due to errors caused by the City or employees of the City, the Independent Contractor shall adequately protect adjacent property, as provided by the law, and shall provide guard fences, lights, and any other necessary materials to carry out such protection.

27. Until acceptance of the work by the City, the City's property shall be under the charge and care of the Independent Contractor and the Independent Contractor shall take every necessary precaution against injury or damage to the work by the action of elements or from any other cause whatsoever, and the Independent Contractor shall repair, restore and make good, without additional charge any work occasioned by any of the above causes before its completion and acceptance by the City.

28. This Contract and any dispute, disagreement, or issue of construction or interpretation arising hereunder whether relating to its execution, its validity, the obligations provided herein, performance or breach shall be governed and interpreted according to laws of the State of Florida. Any and all legal action necessary to enforce the Contract will be held in Palm Beach County.

29. 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.

30. If any action, whether in law, equity or otherwise, is brought for any dispute, disagreement, or issue of construction, declaration or interpretation arising hereunder whether relating to the Contract's execution, validity, the obligations provided therein, or performance of this Contract, or because of an alleged 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.

31. Time is of the essence in all respects under this Contract.

32. Failure of the City to enforce or exercise any right(s) under this Contract shall not be deemed a waiver of City's right to enforce or exercise said right(s) at any time thereafter.

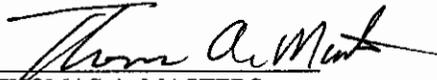
**SIGNATURES ON FOLLOWING PAGE**

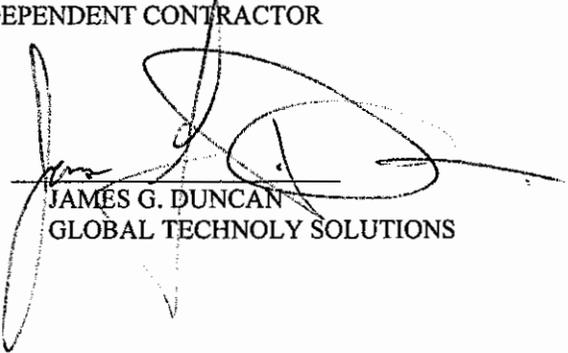
**CONTRACT WITH THE CITY OF RIVIERA BEACH**

IN WITNESS WHEREOF, the Parties unto this Contract have set their hands and seals on the day and date first written above.

CITY OF RIVIERA BEACH

INDEPENDENT CONTRACTOR

BY:   
THOMAS A. MASTERS  
MAYOR

BY:   
JAMES G. DUNCAN  
GLOBAL TECHNOLOGY SOLUTIONS

ATTEST:

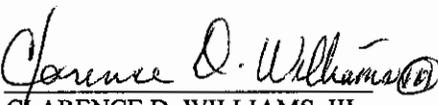
(SEAL)

BY:   
CARRIE E. WARD, MMC  
CITY CLERK

APPROVED AS TO FORM AND  
LEGAL SUFFICIENCY

APPROVED AS TO TERMS AND  
CONDITIONS

BY: \_\_\_\_\_  
PAMALA H. RYAN  
CITY ATTORNEY

BY:   
CLARENCE D. WILLIAMS, III  
CHIEF OF POLICE

DATE: \_\_\_\_\_

EXHIBIT A



# Statement of Work

Prepared for:

Commander Michael Madden

Riviera Beach Police Dept

Arbitrator Installation and Integration



# Contents

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Project:	Installation of 25 Panasonic Arbitrator Digital In-Car Video Units
Quote Information:	Attached
Location:	Riviera Beach Police Department 600 West Heron Blvd Riviera Beach, FL 33404
Contacts:	<p><b>For Global Technology Solutions:</b></p> <p>Sales Contact            JD Duncan – <a href="mailto:jducana@gtsna.com">jducana@gtsna.com</a> - (727) 278-4808            Todd Moss – <a href="mailto:tmoss@gtsna.com">tmoss@gtsna.com</a> - (561) 376-8201            Glenn Hembling – <a href="mailto:ghembling@gtsna.com">ghembling@gtsna.com</a> – (732) 644-2462</p> <p>Technical Contact            Nick Ricchini            Senior Sales Engineer            Cell: 813-857-2933            Email: <a href="mailto:nricchini@gtsna.com">nricchini@gtsna.com</a></p> <p><b>For Riviera Beach Police Department:</b>            Commander Michael Madden            Phone: 561-845-4153            Email: <a href="mailto:mmadden@rivierRivieraBeachh.com">mmadden@rivierRivieraBeachh.com</a></p>
SOW Overview:	The following Statement of Work specifies the equipment and services to be provided by Global Technology Solution, hereafter referred to as 'GTS', to the Riviera Beach Police Department, hereafter referred to as 'RIVIERA BEACH'. The equipment to be furnished and installed will be the Panasonic Arbitrator In-Car Video System, hereafter referred to as 'ARBITRATOR'.
Scope:	<p>The Scope of the ARBITRATOR project is as follows:</p> <p>GTS will provide hardware and installation services to facilitate RIVIERA BEACH with the ability to collect on-board video from their vehicles and wirelessly send the captured video to the police station via local Wireless LAN. The system is based on the Panasonic ARBITRATOR line of products as well as software from Panasonic, Microsoft, Dell servers and Cisco wireless LAN equipment.</p> <p>The project defined within this SOW will interface with RIVIERA BEACH's existing in-building LAN infrastructure. All equipment described in the deliverables section will be programmed and configured to work within the new ARBITRATOR mobile video capture system.</p> <p>The project installation will take approximately 4 work days defined as Monday through Friday 8:00am to 4:30 pm.</p>
Equipment to be Installed:	25 – Panasonic Arbitrator Base Units 25 – SDHC Storage Cards 25 – 22X Front Cameras 25 – Low Light Rear Cameras 25 – Wireless Mic Kits 25 – Ford Crown Vic Mounting kits 3 – Symbol Wireless Access Point 1 – Dell Video Storage Server 1 – Dell MD 1000 Storage Array

Pricing:	See Prior Price Quote Provided
GTS's Responsibilities:	<p>Install all wiring in existing channels where available  Keep installation materials hidden wherever possible so as not to distract Officer  Cables will be tied back with ties, and where exposed will be covered in loom  Test Each Unit twice during the installation process</p> <ol style="list-style-type: none"> <li>1) After initial install is complete, unit will be powered up and checked to ensure that unit powers on, LCD turns on, and system does not affect vehicle in negative way</li> <li>2) After software and firmware install, unit will be powered up again to test full functionality of the video capture system, with each car capturing a minimum of (1) trial video</li> </ol> <p>Configure each unit to the agreed upon configuration between GTS and RIVIERA BEACH  Assist in any troubleshooting needed for units installed  Install Server into Racks, currently residing at RIVIERA BEACH location  Install all software onto Server needed for system functionality  Keep records of serial numbers installed and into which vehicle they were installed  Keep records of all IP address assignments to cars and equipment  Install Wireless Access Point into location agreed upon between GTS and RIVIERA BEACH  Work with City/PD IT departments(s) to identify and implement all necessary security policies for Wireless network  Work with City/PD IT departments(s) to identify and implement all necessary security policies for Server</p>
Customer Responsibilities:	<p>Supply an ample amount of cars per day to keep installation schedule moving at pace agreed upon between GTS and RIVIERA BEACH  Supply GTS with Existing system information to allow installation of network equipment  Provide a qualified IT representative during install for training and installation purposes  Provide a covered work area for GTS installers to work  Provide a restroom accessible during work hours for GTS installers  Provide a work area with 120 VAC electrical service  Provide assistance for finalization of configurations  Provide a list of vehicles with Year, Make, Model, and Vehicle Number. Installation schedule will be finalized once Vehicle list is received by GTS  Define what triggers will be used to start recording of video</p>
Payment Terms:	Riviera Beach will pay GTS for all equipment once equipment is installed into vehicles and into the building. Riviera Beach will pay the remainder of the project after sign off that the project is complete and online.
Warranty:	<p>GTS guarantees workmanship of all installations for a period of one year from the date of installation. Warranty covers defects in wiring connections, bracket installations, and cable routing. Installation warranty excludes defective equipment.  All equipment defects and warranty claims are to be handled directly with the manufacturer, GTS can handle warranty claims and equipment defect troubleshooting, however there is a charge for our services should the customer want a single point of contact for equipment defects. Additionally, GTS has quoted RIVIERA BEACH with a wrap around maintenance contract that will cover any such event. If service contract is in effect, customer will not be billed for troubleshooting, removal, pickup, drop off, or reinstallation.</p>



## Scope of Work Project Acceptance

I, Nick Ricchini, as a representative of GTS, have reviewed Scope of Work for Arbitrator Installation and do certify that all the information is correct as proposed to {Name of Customer Here}. Any changes to this form after the date shown below must be accompanied by a GTS Change Order Form and be signed by both parties.

I, Michael Madden, as a representative of RIVIERA BEACH Police Dept., have reviewed the preceding Scope of Work for Arbitrator Installation and do certify that all information is correct as proposed by GTS. I understand that any changes to this form after the date shown below must be accompanied by a GTS Change Order Form and might be subject to additional charges not included on the pricing pages.

By: \_\_\_\_\_

By: \_\_\_\_\_

Signature: \_\_\_\_\_

Signature: \_\_\_\_\_

Date: \_\_\_\_\_

Date: \_\_\_\_\_





# Change Order Form

Date: \_\_\_\_\_

RIVIERA BEACH Police Dept.  
Arbitrator Installation

Description of Changes:

Parts Removed	Parts Added

Additional Fees: \$ \_\_\_\_\_

I, Nick Ricchini, as a representative of GTS, have reviewed Change Order for Arbitrator Installation and do certify that all the information is correct as proposed to {Name of Customer Here}. Any additional changes to the order after the date shown below must be accompanied by an additional GTS Change Order Form and be signed by both parties.

I, Michael Madden, as a representative of RIVIERA BEACH Police Dept., have reviewed the Change Order Form for Arbitrator Installation and do certify that all information is correct as proposed by GTS. I understand that the changes listed here carry an additional charge as listed above. Any additional changes to the order after the date shown below must be accompanied by an additional GTS Change Order Form and might be subject to additional charges not included on the pricing pages or the pricing above.

By: \_\_\_\_\_

By: \_\_\_\_\_

Signature: \_\_\_\_\_

Signature: \_\_\_\_\_

Date: \_\_\_\_\_

Date: \_\_\_\_\_





# Project Completion Acceptance

Date: \_\_\_\_\_

RIVIERA BEACH Police Dept.  
Arbitrator Installation

I, Nick Ricchini, as a representative of GTS, have reviewed the Scope of Work as well as any and all Change Order Forms for Arbitrator Installation and do certify that the project is complete and has been delivered to RIVIERA BEACH Police Dept. Any additional work performed will be billed for time and materials, unless a prior maintenance agreement has been put in place.

I, Michael Madden, as a representative of RIVIERA BEACH Police Dept., have reviewed the Scope of Work as well as any and all Change Order Forms for Arbitrator Installation and do certify that the project is now complete and has been delivered. I understand any additional work performed will be billed for time and materials, unless a prior maintenance agreement has been put in place.

By: \_\_\_\_\_

By: \_\_\_\_\_

Signature: \_\_\_\_\_

Signature: \_\_\_\_\_

Date: \_\_\_\_\_

Date: \_\_\_\_\_





Best In Class  
 Design Engineering - Deployment  
**Solutions Now!**

# Quotation

Quote #: Riviera Beach PD Arb

Date: 11/11/2010

EXHIBIT B

Quote Prepared For:  
 Riviera Beach Police Department  
 Attn: Officer David Bodenhimer  
 500 West Heron Blvd  
 Riviera Beach, FL 33404  
 dbodenhimer@rivierabch.com  
 561-845-4123

Terms:  
 Salesperson: TM/JD  
 Warranty: Manufacturers  
 Delivery: 30 Days  
 Valid until: 12/11/2010  
 F.O.B. Point:  
 Terms: 30 Days

Paranasonic Arbitrator - Mobile Digital Video

Quantity	Description	Price	Total
1	PowerEdge R510 - Intel®XEON® 2.2GHz, 2M Cache, 1066MHz Max Mem, 12GB Memory (6x2GB), 1066MHz, Dual Ranked UDIMM, Windows Server® 2008 R2	\$4,395.00	\$4,395.00
1	Dell MD1000 15 Bay Storage Array - 13 1TB Drives	\$8,955.00	\$8,955.00
1	Symbol RFS4000 Wireless Switch -6 Port Setup	\$1,999.00	\$1,999.00
3	AP300 Access Port (802.11g with Internal Antenna)	\$289.00	\$867.00
3	Antenna System for Access Point	\$350.00	\$1,050.00
3	Installation of Access Point and Antenna System	\$500.00	\$1,500.00
25	Installation of Arbitrator 360 Mobile Units	\$450.00	\$11,250.00
4	1 Day Onsite Server Installation, Network Configuration, and Endless Officer Training	\$1,500.00	\$6,000.00

Sub-Total: \$36,016.00  
 Shipping: \$0.00  
**Total Investment: \$36,016.00**

Thank you for the opportunity to provide this quotation for your consideration. If you have further questions, please call or email me.

Cordially,  
 Todd Moss