

RESOLUTION NO. 19-08

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF RIVIERA BEACH, PALM BEACH COUNTY, FLORIDA, ACCEPTING THE PROPOSAL SUBMITTED BY MUNICIPAL LIGHTING SYSTEMS, INC. FOR PURCHASING 14 DECORATIVE STREET LIGHT POLES, FIXTURES AND BRACKETS IN THE AMOUNT OF \$42,686.00; AUTHORIZING THE MAYOR AND CITY CLERK TO EXECUTE THE CONTRACT; AUTHORIZING THE FINANCE DIRECTOR TO MAKE PAYMENT FOR SAME FROM ACCOUNT NO. 126-0716-5413-6355; AND PROVIDING FOR AN EFFECTIVE DATE.

WHEREAS, the City of Riviera Beach desires to beautify West 32nd Street between Avenue H East and West 31st Street; and

WHEREAS, the City has entered into an interlocal agreement with Palm Beach County to install decorative street light poles and fixtures on West 32nd Street; and

WHEREAS, Municipal Lighting Systems, Inc. is the exclusive distributor and proposes to provide 14 decorative street light poles, fixtures and brackets in the amount of \$42,686.00.

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

SECTION 1. The proposal submitted by Municipal Lighting Systems, Inc. is hereby accepted for \$42,686.00.

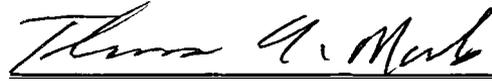
SECTION 2. The Mayor and City Clerk are authorized to execute the contract.

SECTION 3. The Finance Director is authorized to make payment of \$37,646.00 from account number 126-0716-5413-6355.

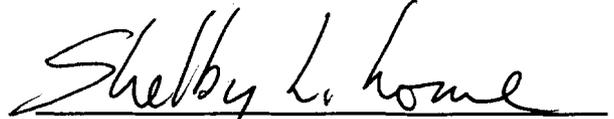
SECTION 4. This Resolution shall become effective upon its passage.

PASSED AND APPROVED this 20 day of February, 2008.

APPROVED:

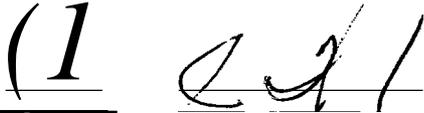


THOMAS A. MASTERS
MAYOR

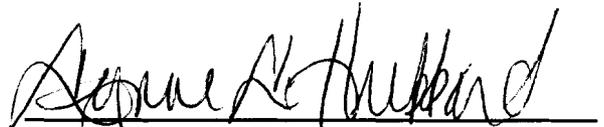


SHELBY L. LOWE
CHAIRPERSON

ATTEST:



CARRIE E. WARD,
MASTER MUNICIPAL CLERK
CITY CLERK



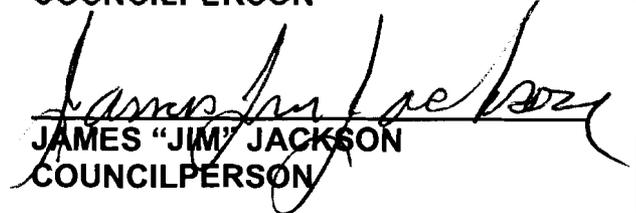
LYNNE L. HUBBARD
CHAIR PRO TEM



NORMA DUNCOMBE
COUNCILPERSON



CEDRICK THOMAS
COUNCILPERSON



JAMES "JIM" JACKSON
COUNCILPERSON

MOTIONED BY: C. THOMAS

SECONDED BY: J. JACKSON

S. LOWE AYE

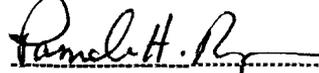
L. HUBBARD AYE

C. THOMAS AYE

N. DUNCOMBE AYE

J. JACKSON AYE

REVIEWED AS TO LEGAL SUFFICIENCY



PAMALA HANNA RYAN, CITY ATTORNEY

DATE: 2/11/03

RESOLUTION NO. 20-08

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF RIVIERA BEACH, PALM BEACH COUNTY, FLORIDA, APPROVING AN AGREEMENT BETWEEN THE CITY OF RIVIERA BEACH AND PALM BEACH COUNTY IN THE AMOUNT OF \$1,236,000 FOR THE IMPLEMENTATION OF DISASTER RELIEF RECOVERY INITIATIVE FOR 2005 HURRICANE DAMAGED PROPERTIES AUTHORIZING THE MAYOR AND CITY CLERK TO EXECUTE THE CONTRACT AND THE INTERIM FINANCE DIRECTOR TO ESTABLISH A BUDGET FOR THE EXPENDITURES, AND PROVIDING AN EFFECTIVE DATE.

WHEREAS, Palm Beach County entered into a Contract with the State of Florida Department of Community Affairs in connection with the States' 2005 Disaster Recovery Initiative Program; and

WHEREAS, the State of Florida has been granted funds by the U.S. Department of Housing and Urban Development under its Community Development Block Grant Program for Disaster Relief; and

WHEREAS, the City of Riviera Beach has been allocated \$1,236,000 in grant funds under this Contract to implement certain activities under the 2005 Disaster Recovery Initiative Program; and

WHEREAS, Palm Beach County desires to engage the City of Riviera Beach to implement the activities associated with the funds allocated which include roof replacements, code violations, inspections, interior repairs, etc.

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

Section 1. The City Council enters into a Contract with Palm Beach County to implement activities under the 2005 Disaster Recovery Initiative Program.

Section 2. The City Council authorizes the Mayor and City Clerk to execute said contract.

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Section 3. The City Council authorizes the Interim Finance Director to establish a budget for the expenditure of funds.

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

PASSED and APPROVED this 20 day of February, 2008

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APPROVED:

Thomas A. Masters
THOMAS A. MASTERS
MAYOR

Shelby L. Lowe
SHELBY L. LOWE
CHAIRPERSON

ATTEST:

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

Lye L. Hubbard
LYE L. HUBBARD
CHAIR PRO TEM

Norma Duncombe
NORMA DUNCOMBE
COUNCILPERSON

Dr. Derrick A. Thomas
DERICK A. THOMAS
COUNCILPERSON

James "Jim" Jackson
JAMES "JIM" JACKSON
COUNCILPERSON

MOTIONED BY: C. THOMAS _____

SECONDED BY: J. JACKSON

S. LOWE _____ AYE

L. HUBBARD _____ AYE

C. THOMAS _____ AYE

N. DUNCOMBE _____ AYE

J. JACKSON _____ AYE

REVIEWED AS TO LEGAL SUFFICIENCY

Pamela Hanna Ryan
PAMALA HANNA RYAN, CITY ATTORNEY

DATE: 2/14/08

AGREEMENT BETWEEN PALM BEACH COUNTY

AND

CITY OF RIVIERA BEACH

THIS AGREEMENT, entered into this _____ day of _____, 20____, by and between Palm Beach County, a political subdivision of the State of Florida, and the City of Riviera Beach, a municipality duly organized and existing by virtue of the laws of the State of Florida, having its principal office at 600 West Blue Heron Boulevard, Riviera Beach, Florida 33404.

WHEREAS, Palm Beach County has entered into a Contract (number 07DB-3V-10-60-01-Z07) with the State of Florida, Department of Community Affairs, in connection with the State's 2005 Disaster Recovery Initiative Program which the State is implementing for the use of grant funds provided by the United States Department of Housing and Urban Development under its Community Development Block Grant Program; and

WHEREAS, the City of Riviera Beach was allocated certain funds under said Contract to implement specified activities under the 2005 Disaster Recovery Initiative Program; and

WHEREAS, Palm Beach County desires to engage the City of Riviera Beach to implement the activities associated with the funds allocated to it.

NOW, THEREFORE, in consideration of the mutual promises and covenants herein contained, it is agreed as follows:

PART I

DEFINITIONS, PURPOSE AND APPLICABLE CONDITIONS

1. **DEFINITIONS**

- (1) "County" means Palm Beach County.
- (2) "CDBG" means the Community Development Block Grant Program of the United States Department of Housing and Urban Development.
- (3) "HCD" means Palm Beach County Housing and Community Development.
- (4) "Municipality" means the City of Riviera Beach.
- (5) "State" means the State of Florida, Department of Community Affairs.
- (6) "Contract" means contract number 07DB-3V-10-60-01-Z07 between Palm Beach County and the State of Florida, Department of Community Affairs.
- (7) "HCD Approval" means the written approval of the HCD Director or his designee.
- (8) "I.O.U.S. HUD" means the Secretary of Housing and Urban Development or a person authorized to act on its behalf.

2. **PURPOSE**

The purpose of this Agreement is to state the covenants and conditions under which the Municipality will implement the Scope of Services set forth in Part II of this Agreement. All the beneficiaries of a project funded under this Agreement shall be low income households whose household incomes are within 80% of the median income for the West Palm Beach - Boca Raton Metropolitan Statistical Area adjusted by family size, as determined by HCD in its sole discretion.

3. APPLICABLE CONDITIONS

The Municipality shall be bound by the Contract to the extent applicable to this Agreement. Furthermore, the conditions applicable to the activities undertaken in connection with this Agreement shall include but not be limited to those listed below (as they may be amended from time to time). Palm Beach County's failure to list verbatim or make reference to a regulation, statute, ordinance, reference, or any other document affecting the Municipality, shall not relieve the Municipality of compliance with any applicable regulation, statute, ordinance, or any other document not listed below. The County reserves the right, but not the obligation, to inform the Municipality of any such applicable regulation, statute, ordinance, or any other document, and to require the Municipality to comply with the same.

1. Community Development Block Grant, Final Rule, 24 C.F.R., Part 570;
2. Florida Small and Minority Business Act, s 288.702-288.714, F.S.;
3. Florida Coastal Zone Protection Act, s 161.52-161.58, F.S.;
4. Local Government Comprehensive Planning and Land Development Regulation Act, Ch. 163, F.S.;
5. Title I of the Housing and Community Development Act of 1974, as amended;
6. Treasury Circular 1075 regarding drawdown of COBG funds;
7. Sections 290.0401-290.049, F.S.;
8. Rule Chapter 9B-43, Fla Admin. Code.;
9. Department of Community Affairs Technical Memorandums;
10. HUD Circular Memorandums applicable to the Small Cities CDBG Program;
11. Single Audit Act of 1984;
12. National Environmental Policy Act of 1969 and other provisions of law which further the purpose of this Act;
13. National Historic Preservation Act of 1966 (Public Law 89-665) as amended and Protection of Historic Properties (24 C.F.R., part 800);
14. Preservation of Archaeological and Historical Data Act of 1966;
15. Executive Order 11593 - Protection and Enhancement of Cultural Environment;
16. Reservoir Salvage Act;
17. Safe Drinking Water Act of 1974, as amended;
18. Endangered Species Act of 1958, as amended;
19. Executive Order 12898 - Environmental Justice
20. Executive Order 11988 and 24 C.F.R. Part 55- Floodplain Management;
21. The Federal Water Pollution Control Act of 1972, as amended (33 U.S.C., s 1251 et. seq.);
22. Executive Order 11990 - Protection of Wetlands;
23. Coastal Zone Management Act of 1968, as amended;
24. Wild and Scenic Rivers Act of 1968, as amended;
25. Clean Air Act of 1977;
26. HUD Environmental Standards (24 C.F.R. Part 58);
27. Farmland Protection Policy Act of 1981 ;
28. Clean Water Act of 1977;
29. Davis - Bacon Act;
30. Contract Work Hours and Safety Standards Act of 1962, 40 U.S.C. s. 327 et. seq.;
31. The Wildlife Coordination Act of 1958, as amended;
32. The Solid Waste Disposal Act, as amended by the Resource Conservation and Recovery Act of 1975 (42 U.S.C., s. 6901 et. seq.;
33. Noise Abatement and Control: Departmental Policy Implementation, Responsibilities and Standards, 24 C.F.R. Part 51, Subpart B;
34. Flood Disaster Protection Act of 1973, P.L. 92-234;
35. Protection of Historic and Cultural Properties under HUD Programs, 24 C.F.R. Part 59;
36. Coastal Zone Management Act of 1972, P.L. 92-583;
37. Architectural and Construction Standards;
38. Architectural Barriers Act of 1968, 42 U.S.C. 4151 ;
39. Executive Order 11296, relating to the evaluation of flood hazards;
40. Executive Order 11288, relating to prevention, control and abatement of water pollution;
41. Cost-Effective Energy Conservation Standards, 24 C.F.R., Part 39;
42. Section 8 Existing Housing Quality Standards, 24 C.F.R., Part 882;
43. Coastal Barrier Resource Act of 1982;
44. Federal Fair Labor Standards Act, 29 U.S.C. s. 201 et. seq.;
45. Title VI of the Civil Rights Act of 1964 - Non-discrimination;
46. Title VII of the Civil Rights Act of 1968 • Non-discrimination in housing;
47. Age Discrimination Act of 1975;
48. Executive Order 12892 - Fair Housing;
49. Section 109 of the Housing and Community Development Act of 1974, Non-discrimination;
50. Section 504 of the Rehabilitation Act of 1973 and 24 C.F.R., Part 8;
51. Executive Order 11063 - Equal Opportunity in Housing;
52. Executive Order 11246 - Non-discrimination;
53. Section 3 of the Housing and Urban Development Act of 1968, as amended - Employment /Training of Lower Income Residents and Local Business Contracting;
54. Uniform Relocation Assistance and Real Property Acquisition Policies Act of 1970, P.L. 100-17, and 49 C.F.R. Part 24;
55. Copeland Anti-Kickback Act of 1924;
56. Hatch Act;
57. Title IV Lead-Based Paint Poisoning Prevention Act (42 U.S.C. s. 1251 et. seq.);
58. OMB Circulars A-87, A-122 and A-133, as revised;
59. Administrative Requirements for Grants, 24 C.F.R. Part 85;
60. Section 102 of the Department of Housing and Urban Development Reform Act of 1989 and 24 C.F.R. Part 12;
61. Emergency Rule 9BER05-2, CDBG Disaster Recovery Funds;
62. HUD program requirements for disaster recovery projects as published in Federal Register, Vol. 69, No. 237 (December 10, 2004) [Docket No. FR-4959 - N-01].

PART II

SCOPE OF SERVICES

The Municipality shall, in a satisfactory and proper manner as determined by HCD, perform the tasks necessary to conduct the program outlined in Exhibit "A" as attached hereto and made a part hereof.

PART III

COMPENSATION. TIME OF PERFORMANCE. METHOD. AND CONDITIONS OF PAYMENT

1. MAXIMUM COMPENSATION

The Municipality agrees to accept as full payment for services rendered pursuant to this Agreement the actual amount of budgeted, eligible, and HCD Director or designee-approved expenditures and encumbrances made by the Municipality under this Agreement, which shall not be unreasonably withheld. Said services shall be performed in a manner satisfactory to HCD. In no event shall the total compensation or reimbursement to be paid hereunder exceed the maximum and total authorized sum of \$1,236,000 (as more specifically detailed in Exhibit A hereto) for the period February 15, 2008 through and including January 15, 2009. Any funds not obligated by the expiration date of this Agreement shall automatically revert to the County.

The Municipality agrees to comply with the requirements of 24 CFR Part 58. The provision of funds under this Agreement is conditioned on the satisfactory completion of the environmental review process, and the County's determination to proceed, modify, or cancel this project/activity based on the results of this environmental review. If this project involves unspecified sites, the Municipality agrees to provide a request to HCD for the preparation of an environmental review as the sites are identified.

2. TIME OF PERFORMANCE

The effective date of this Agreement and all rights and duties designated hereunder are contingent upon the timely release of funds for this project under State Contract number 07DB-3V-1 0-60-01-207. The effective date shall be the date of execution of this Agreement, and the services of the Municipality shall be undertaken and completed in light of the purposes of this Agreement. In any event, all services required hereunder shall be completed by the Municipality prior to January 15, 2009.

3. METHOD OF PAYMENT

The County agrees to make payments and to reimburse the Municipality for all budgeted costs permitted by Federal, State, and County guidelines. The Municipality shall not request reimbursement for payments made by the Municipality before the effective date of this Agreement, nor shall it request reimbursement for payments made after the expiration date of this Agreement, and in no event shall the County provide advance funding to the Municipality or any subcontractors hereunder.

The Municipality shall request payments or reimbursements from the County by submitting to HCD proper documentation of expenditures consisting of originals of invoices, receipts, or other evidence of indebtedness, and when original documents cannot be presented, the Municipality may furnish copies if deemed acceptable by HCD. Each request for payment or reimbursement submitted by the Municipality shall be accompanied by a letter from the Municipality, provided on the Municipality's letterhead, referencing the name of the project funded herein, the date of this Agreement and/or its document number, and containing a statement requesting the payment or reimbursement and its amount, as well as the name and signature of the person making the request. Payment shall be made by the Palm Beach County Finance Department upon presentation of the aforesaid proper documentation of expenditures as approved by HCD.

The Municipality may at any time after the expiration of this agreement request from the County reimbursement for payments made by the Municipality during the term of this Agreement by submitting to HCD the aforesaid proper documentation of expenditures, and the Palm Beach County Finance Department shall make payment as stated above, provided that HCD has determined that the funds allocated to the Municipality through this agreement are still available for payment, and provided that HCD approves such payment.

4. CONDITIONS ON WHICH PAYMENT IS CONTINGENT

(1) IMPLEMENTATION OF PROJECT ACCORDING TO REQUIRED PROCEDURES

The Municipality shall implement this Agreement in accordance with applicable Federal, State, and County laws, ordinances and codes and with the procedures outlined in HCD Policies and Procedures memoranda. The Federal, State, and County laws, ordinances and codes are minimal regulations supplemented by more restrictive guidelines set forth by HCD. No payments for projects funded by more than one funding source will be made until a cost allocation plan has been approved by the HCD Director or designee. Should a project receive additional funding after the commencement of this Agreement, the Municipality shall notify HCD in writing within thirty (30) days of receiving notification from the funding source and submit a cost allocation plan for approval by the HCD Director or designee within forty-five (45) days of said official notification.

(2) FINANCIAL ACCOUNTABILITY

The County may have a financial systems analysis and/or an audit of the Municipality, or of any of its subcontractors, by an independent auditing firm employed by the County or by the County Internal Audit Department at any time the County deems necessary to determine if the project is being managed in accordance with Federal, State, and County requirements.

(3) SUBCONTRACTS

Any work or services subcontracted hereunder shall be specifically by written contract, written agreement, or purchase order. All subcontracts shall be submitted by the Municipality to HCD and approved by HCD prior to execution of any subcontract hereunder. All subcontracts shall be subject to Federal, State and County laws and regulations. This includes ensuring that all consultant contracts and fee schedules meet the minimum standards as established by the Palm Beach County Engineering Department and U.S. HUD. Contracts for architecture, engineering, survey, and planning shall be fixed fee contracts.

All additional services shall have prior written approval with support documentation detailing categories of persons performing work plus hourly rates including benefits, number of drawings required, and all items that justify the "Fixed Fee Contract." Reimbursables will be at cost. None of the work or services covered by this Agreement, including, but not limited to, consultant work or services, shall be subcontracted or reimbursed without prior written approval of the HCD Director or his designee.

(4) PURCHASING

All purchasing for services and goods, including capital equipment, shall be made by purchase order or by a written contract and in conformity with the procedures prescribed by the Palm Beach County Purchasing Code, as well as Federal Management Circulars A-87, A-102, A-128, and 24CFR Part 85 (also known as the Common Rule), which are incorporated herein by reference.

(5) REPORTS, AUDITS, AND EVALUATIONS

Payment will be contingent on the timely receipt of complete and accurate reports required by this Agreement, and on the resolution of monitoring or audit findings identified pursuant to this Agreement.

(6) ADDITIONAL HCD, COUNTY, AND U.S. HUD REQUIREMENTS

HCD shall have the right under this Agreement to suspend or terminate payments if after 15 days written notice the Municipality has not complied with any additional conditions that may be imposed, at any time, by HCD, the County, the State, or U.S. HUD.

(7) PRIOR WRITTEN APPROVALS-SUMMARY

The following activities among others require the prior written approval of the HCD Director or designee to be eligible for reimbursement or payment:

- (a) All subcontracts and agreements pursuant to this Agreement;
- (b) All change orders;
- (c) All requests to utilize uncommitted funds after the expiration of this Agreement for programs described in Exhibit A.

(8) PROGRAM-GENERATED INCOME

All income earned by the Municipality from activities financed in whole or in part by funds provided hereunder must be reported to HCD. Such income would include, but not be limited to, income from service fees, sale of commodities, and rental or usage fees. The Municipality shall report its plan to utilize such income to HCD, and said plan shall require the prior written approval of the HCD Director or designee. Accounting and disbursement of such income shall comply with OMB Circular A-110 and other applicable regulations incorporated herein by reference.

In addition to the foregoing, Program Income, as defined by 24 CFR 570.500(a), may be retained by the Municipality. Program Income shall be utilized to undertake activities specified in Exhibit A of this Agreement, and all provisions of this Agreement shall apply to said activities. Any Program Income on hand at, or received after, the expiration of this Agreement shall be returned to the County.

PART IV

GENERAL CONDITIONS

1. OPPORTUNITIES FOR RESIDENTS AND CIVIL RIGHTS COMPLIANCE

The Municipality agrees that no person shall on the ground of race, color, disability, national origin, religion, age, financial status, familial status, marital status, sexual orientation, or gender, be excluded from the benefits of, or be subjected to discrimination under any activity carried out by the performance of this Agreement. Upon receipt of evidence of such discrimination, the County shall have the right to terminate this Agreement.

To the greatest extent feasible, lower-income residents of the project areas shall be given opportunities for training and employment; and to the greatest feasible extent eligible business concerns located in or owned in substantial part by persons residing in the project areas shall be awarded contracts in connection with the project. The Municipality shall comply with the Section 3 Clause of the Housing and Community Development Act of 1968.

2. OPPORTUNITIES FOR SMALL AND MINORITY/WOMEN-OWNED BUSINESS ENTERPRISES

In the procurement of supplies, equipment, construction, or services to implement this Agreement, the Municipality shall make a positive effort to utilize small business and minority/women-owned business enterprises of supplies and services, and provide these sources the maximum feasible opportunity to compete for contracts to be performed pursuant to this Agreement. To the maximum extent feasible these small business and minority/women-owned business enterprises shall be located in or owned by residents of the CDBG areas designated by Palm Beach County in the CDBG Annual Consolidated Plan approved by U.S. HUD.

3. PROGRAM BENEFICIARIES

All the beneficiaries of a project funded under this Agreement shall be low income households whose household incomes are within 80% of the median income for the West Palm Beach - Boca Raton Metropolitan Statistical Area adjusted by family size, as determined by HCD in its sole discretion. The project funded under this Agreement shall assist beneficiaries as defined above for the time period designated in this Agreement. The Municipality shall provide written verification of compliance to HCD upon HCD's request.

4. EVALUATION AND MONITORING

The Municipality agrees that HCD will carry out periodic monitoring and evaluation activities as determined necessary by HCD or the County and that payment, reimbursement, or the continuation of this Agreement is dependent upon satisfactory evaluation conclusions based on the terms of this Agreement. The Municipality agrees to furnish upon request to HCD, the County, or the County's designees copies of transcriptions of such records and information as is determined necessary by HCD or the County. The Municipality shall submit status reports required under this Agreement on forms approved by HCD to enable HCD to evaluate progress. The Municipality shall provide information as requested by HCD to enable HCD to complete reports required by the County or HUD. The Municipality shall allow HCD, the County, the State, or HUD to monitor the Municipality on site. Such visits may be scheduled or unscheduled as determined by HCD, the State, or HUD.

5. AUDITS AND INSPECTIONS

At any time during normal business hours and as often as HCD, the County, the State, U.S. HUD, or the Comptroller General of the United States may deem necessary, there shall be made available by the Municipality to HCD, the County, the State, U.S. HUD, or the Comptroller General for examination all its records with respect to all matters covered by this Agreement.

The Municipality agrees to comply with the provisions of the Single Audit Act of 1984, as amended, as it pertains to this Agreement. The Municipality shall submit a single audit, including any management letter, made in accordance with the general program requirements of OMB Circulars A-87, A-102, A-133, and other applicable regulations within one hundred and eighty (180) days after the end of any fiscal year covered by this Agreement in which Federal funds from all sources are expended. Said audit shall be made by a Certified Public Accountant of the Municipality's choosing, subject to the County's approval. In the event the Municipality anticipates a delay in producing such audit or audited financial statements, the Municipality shall request an extension in advance of the deadline. The cost of said audit shall be borne by the Municipality. In the event the Municipality is exempt from having an audit conducted under A-133, the Municipality shall submit audited financial statements and/or the County reserves the right to conduct a "limited scope audit" of the Municipality as defined by A-133. The County will be responsible for providing technical assistance to the Municipality, as deemed necessary by the County.

6. UNIFORM ADMINISTRATIVE REQUIREMENTS

The Municipality agrees to comply with the applicable uniform administrative requirements as described in Federal Community Development Block Grant Regulations 24 CFR 570.502.

7. REVERSION OF ASSETS

Upon expiration of this Agreement, the Municipality shall transfer to the County any CDBG funds on hand at the time of expiration and any accounts receivable attributable to the use of CDBG funds. Any real property under the Municipality's control upon expiration of this Agreement which was acquired or improved in whole or part with CDBG in the excess of \$25,000 must either be used to meet one of the national objectives in Federal Community Development Block Grant Regulations 24 CFR 570.508 for a period of five years after expiration of this Agreement (unless a longer period is specified elsewhere in this Agreement), or, the Municipality shall pay the County an amount equal to the current market value of the property less any portion of the value attributable to expenditures of non-CDBG funds for the acquisition of, or improvement to, the property.

8. DATA BECOMES COUNTY PROPERTY

All reports, plans, surveys, information, documents, maps, and other data procedures developed, prepared, assembled, or completed by the Municipality for the purpose of this Agreement shall be made available to the County by the Municipality at any time upon request by the County or HCD. Upon completion of all work contemplated under this Agreement copies of all documents and records relating to this Agreement shall be surrendered to HCD if requested. In any event the Municipality shall keep all documents and records for five (5) years after expiration of this Agreement.

9. INDEMNIFICATION

Each party to this Agreement shall be liable for its own actions and negligence and, to the extent permitted by law, the County shall indemnify, defend, and hold harmless the Municipality against any actions, claims, or damages arising out of the County's negligence in connection with this Agreement, and the Municipality shall indemnify, defend, and hold harmless the County against any actions, claims, or damages arising out of the Municipality's negligence in connection with this Agreement. The Municipality shall also hold the State harmless against all claims of whatever nature arising out of the Municipality's performance of work under this Agreement, to extent allowed and required by law. The foregoing indemnification shall not constitute a waiver of sovereign immunity beyond the limits set forth in Florida Statute, section 768.28, nor shall the same be construed to constitute agreement by either party to indemnify the other party for such other party's negligent, willful or intentional acts or omissions. The Municipality shall hold the County harmless and shall indemnify the County for funds which the County is obligated to refund the State or the Federal Government arising out of the conduct of activities and administration of the Municipality. The provisions of this indemnification clause shall survive the termination of this Agreement.

10. INSURANCE

Without waiving the right to sovereign immunity as provided by Florida Statute, Chapter 768.28, the Municipality reserves the right to self-insure for General Liability and Automobile Liability under Florida's sovereign immunity statute with coverage limits of \$100,000 Per Person and \$200,000 Per Occurrence; or such monetary waiver limits that may change and be set forth by the legislature. In the event the Municipality maintains Commercial General Liability or Business Auto Liability, the Municipality agrees to maintain said insurance policies at limits not less than \$100,000 Per Person and \$200,000 Per Occurrence. The Municipality agrees to endorse Palm Beach County Board of County Commissioners as an "Additional Insured" to the Commercial General Liability, but only with respect to negligence other than County's negligence arising out of this project or Agreement. This paragraph does not apply to liability policies which afford only indemnity based claims-bill coverage.

The Municipality agrees to maintain, or self-insure, Worker's Compensation & Employer's Liability insurance in accordance with Florida Statute, Chapter 440. The Municipality agrees to provide a statement, or Certificate of Insurance, evidencing insurance or self-insurance for the above required coverages, which the Municipality shall deliver to HCD at its office at 160 Australian Avenue, Suite 500, West Palm Beach, Florida 33406. The Municipality agrees its self-insurance or insurance shall be primary as respects to any coverage afforded to or maintained by County.

The Municipality agrees compliance with the foregoing insurance requirements is not intended to nor construed to relieve the Municipality of its liability and obligations under this Agreement.

11. MAINTENANCE OF EFFORT

The intent and purpose of this Agreement is to increase the availability of the Municipality's services. This Agreement is not to substitute for or replace existing or planned projects or activities of the Municipality. The Municipality agrees to maintain a level of activities and expenditures, planned or existing, for projects similar to those being assisted under this Agreement which is not less than that level existing prior to this Agreement.

12. CONFLICT OF INTEREST

The Municipality covenants that no person who presently exercises any functions or responsibilities in connection with the Project, has any personal financial interest, direct or indirect, in the target areas or any parcels therein, which would conflict in any manner or degree with the performance of this Agreement and that no person having any conflict of interest shall be employed by or subcontracted by the Municipality. Any possible conflict of interest on the part of the Municipality or its employees shall be disclosed in writing to HCD provided, however, that this paragraph shall be interpreted in such a manner so as not to unreasonably impede the statutory requirement that maximum opportunity be provided for employment of and participation of low and moderate-income residents of the project area.

13. CITIZEN PARTICIPATION

The Municipality shall cooperate with HCD in the implementation of the Citizen Participation Plan by establishing a citizen participation process to keep residents informed of the activities the Municipality is undertaking in carrying out the provisions of this Agreement. Representatives of the Municipality shall attend meetings and assist HCD in the implementation of the Citizen Participation Plan, as requested by HCD.

14. RECOGNITION

All facilities purchased or constructed pursuant to this Agreement shall be clearly identified as to funding source. The Municipality will include a reference to the financial support herein provided by HCD in all publications and publicity. In addition, the Municipality will make a good faith effort to recognize HCD's support for all activities made possible with funds made available under this Agreement.

15. AGREEMENT DOCUMENTS

The following documents are herein incorporated by reference and made a part hereof, and shall constitute and be referred to as the Agreement; and all of said documents taken as a whole constitute the Agreement between the parties hereto and are as fully a part of the Agreement as if they were set forth verbatim and at length herein:

- (1) This Agreement, including its Exhibits;
- (2) Office of Management and Budget Circulars A-87, A-102, A-133, and 24CFR Part 85;
- (3) Title VI of the Civil Rights Act of 1964, the Age Discrimination Act of 1975, and Title II of the Americans with Disabilities Act of 1990;
- (4) Executive Orders 11246, 11478, 11625, 12432, the Davis Bacon Act, and Section 3 of the Housing and Community Development Act of 1968, and the Uniform Relocation Assistance and Real Property Acquisition Policies Act of 1970, as amended;
- (5) Executive Orders 11063, 12259, 12892, the Fair Housing Act of 1988, and Section 109 of the Housing and Community Development Act of 1974, as amended;
- (6) Florida Statutes, Chapter 112;
- (7) Palm Beach County Purchasing Code;
- (8) Federal Community Development Block Grant Regulations (24 CFR Part 570), as amended;
- (9) The Municipality's personnel policies and job descriptions; and
- (10) The Municipality's Certificate of Insurance.
- (11) Contract number 07DB-3V-1 0-60-01-Z07 between Palm Beach County and the State of Florida, Department of Community Affairs.

All of these documents will be maintained on file at HCD. The Municipality shall keep an original of this Agreement, including its Exhibits, and all amendments thereto, on file at its principal office.

16. TERMINATION

In event of termination for any of the following reasons, all finished or unfinished documents, data studies, surveys, drawings, maps, models, photographs, reports prepared, and capital equipment secured by the Municipality with funds under this Agreement shall be returned to HCD or the County.

In the event of termination, the Municipality shall not be relieved of liability to the County for damages sustained by the County by virtue of any breach of the Agreement by the Municipality, and the County may withhold any payment to the Municipality for set-off purposes until such time as the exact amount of damages due to the County from the Municipality is determined.

(1) TERMINATION FOR CAUSE

If through any cause either party shall fail to fulfill in a timely and proper manner its obligations under this Agreement, or if either party shall violate any of the covenants, agreements, or stipulations of this Agreement, either party shall thereupon have the right to terminate this Agreement in whole or part by giving a fifteen (15) working day written notice of such termination to the other party and specifying therein the effective date of termination.

(2) TERMINATION DUE TO CESSATION

In the event the grant to the County under the Contract is suspended or terminated, this Agreement shall be suspended or terminated effective on the date the State specifies.

17. SEVERABILITY OF PROVISIONS

If any provision of this Agreement is held invalid, the remainder of this Agreement shall not be affected thereby if such remainder would then continue to conform to the terms and requirements of applicable law.

18. AMENDMENTS

The County may, at its discretion, amend this Agreement to conform with changes required by Federal, State, County, or U.S. HUD guidelines, directives, and objectives. Such amendments shall be incorporated by written amendment as a part of this Agreement and shall be subject to approval of the Palm Beach County Board of County Commissioners. Except as otherwise provided herein, no amendment to this Agreement shall be binding on either party unless in writing, approved by the Board of County Commissioners and the governing body of the Municipality, and signed by both parties.

19. NOTICES

All notices required to be given under this Agreement shall be sufficient when delivered to HCD at its office at 160 Australian Avenue, Suite 500, West Palm Beach, Florida 33406, and to the Municipality when delivered to its address on page one (1) of this Agreement.

20. INDEPENDENT AGENT AND EMPLOYEES

The Municipality agrees that, in all matters relating to this Agreement, it will be acting as an independent agent and that its employees are not Palm Beach County employees and are not subject to the County provisions of the law applicable to County employees relative to employment, hours of work, rates of compensation, leave, unemployment compensation and employee benefits.

21. NO FORFEITURE

The rights of the County under this Agreement shall be cumulative and failure on the part of the County to exercise promptly any rights given hereunder shall not operate to forfeit or waive any of the said rights.

22. PUBLIC ENTITY CRIMES

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

23. COUNTERPARTS OF THE AGREEMENT

This Agreement, consisting of thirty-three (33) enumerated pages which include the exhibits referenced herein, shall be executed in three (3) counterparts, each of which shall be deemed to be an original, and such counterparts will constitute one and the same instrument. A copy of this Agreement shall be filed with the Clerk of the Circuit Court in and for Palm Beach County.

24. ENTIRE UNDERSTANDING

This Agreement and its provisions merge any prior agreements, if any, between the parties hereto and constitutes the entire understanding. The parties hereby acknowledge that there have been and are no representations, warranties, covenants, or undertakings other than those expressly set forth herein.

WITNESS our Hands and Seals on this _____ day of _____, 20____.

(MUNICIPALITY SEAL BELOW)

CITY OF RIVIERA BEACH

BY: Thomas A. Masters
Thomas A. Masters, Mayor

BY: Carrie E. Ward
Carrie E. Ward, City Clerk

PALM BEACH COUNTY, FLORIDA, a
Political Subdivision of the State of Florida

FOR ITS BOARD OF COUNTY COMMISSIONERS

By: _____
Robert Weisman, County Administrator

Approved as to Form and
Legal Sufficiency

Approved as to Terms and Conditions
Dept. of Housing and Community Development

By: _____
Tammy K. Fields
Senior Assistant County Attorney

By: _____
Amin Houry, Manager
Housing and Capital Improvements

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EXHIBIT A
WORK PROGRAM NARRATIVE

I. THE MUNICIPALITY AGREES TO:

A. OVERVIEW:

The purpose of this Agreement is to make funds available to the Municipality under the State of Florida funded 2005 Disaster Recovery Initiative Program to enable the Municipality to implement a rehabilitation program ("Program") in conjunction with which it may provide technical and financial assistance to qualified low income property owners (as defined herein) who reside in detached one dwelling structures (entirely used for residential purposes) and located within its municipal boundaries. Assistance under the Program shall be provided in order to rehabilitate and upgrade these structures to meet applicable housing and building codes and in order to effectuate repairs of damages caused by Hurricane Wilma. Work on these properties may for example include roofing, electrical, plumbing, structural repairs, painting, doors, windows, and hurricane protection, provided that these repairs are practical and feasible. The Municipality plans to assist one hundred (100) households. The final number of homes addressed with funding made available under this Agreement shall depend on the actual cost of undertaken projects, and therefore may vary from the stated number.

B. REGULATORY STANDARDS:

The regulatory standards applicable to the activities undertaken in connection with this Agreement shall include but not be limited to the ones listed below, and those enumerated elsewhere in this Agreement. Palm Beach County's failure to list verbatim or make reference to a regulation, statute, ordinance, reference, or any other document affecting the Municipality, shall not relieve the Municipality of compliance with any applicable regulation, statute, ordinance, or any other document not listed below. The County reserves the right, but not the obligation, to inform the Municipality of any such applicable regulation, statute, ordinance, or any other document, and to require the Municipality to comply with the same.

HUD: U. S. Department of Housing and Urban Development regulations (24 CFR Part 570).

HUD: U. S. Department of Housing and Urban Development regulations (24 CFR Part 35).

HUD: HUD Guidelines for the Evaluation and Control of Lead Hazards in Housing.

TITLE X: Title X - Residential Lead-Based Paint Hazard Reduction Act of 1992.

EPA: U.S. Environment Protection Agency regulations (40 CFR Part 745).

EPA: U.S. Environment Protection Agency regulations (40 CFR Part 61).

OSHA: Occupational Safety and Health Administration regulations (29 CFR Part 1926).

PBC: Palm Beach County Purchasing Ordinance.

The Municipality recognizes and understands that the applicable regulations, statutes, ordinances, or all other applicable documents may be amended from time to time during the term of this Agreement. The Municipality agrees to abide by all such amendments as relates to **the** activities undertaken in connection with this Agreement, and as determined by HCD.

The Municipality recognizes and understands that during the term of this Agreement, new regulations, statutes, ordinances, and other applicable documents may be issued that affect the activities undertaken in connection with this Agreement. The Municipality agrees to abide by all such new regulations, statutes, ordinances, and other applicable documents as determined by HCD.

Should, after the execution of this Agreement, it be discovered that requirements concerning certain activities to be undertaken in connection with the Agreement are absent, the parties agree to abide by the decision of the State on such requirements. In the instance that the State elects not to provide a decision on an absent requirement, or allows for a local choice in the matter, the parties agree that all requirements pertaining to any such matter shall be at the discretion of the County.

C. PROGRAM ADMINISTRATOR:

The Municipality shall designate an employee of the Municipality to be the "Program Administrator" in connection with projects undertaken under this Agreement, and notify HCD of the identity of such Program Administrator. The Program Administrator shall act as the primary contact person between HCD staff and persons designated by the Municipality to be involved in implementing projects undertaken under this Agreement. In addition to channeling communication from and to HCD and the Municipality, and from and to HCD and the above described designated persons, the Program Administrator shall review all materials and files submitted by the Municipality to HCD in connection with this Agreement, and shall be the recipient of all materials and files provided by HCD to the Municipality. The Program Administrator shall track and maintain awareness of the status and progress of all undertaken projects and submit the reports required hereunder.

D. PROGRAM INSPECTOR:

The Municipality shall utilize an "Inspector" in connection with this Agreement. The Inspector shall either be an employee of the Municipality, or be a qualified consultant under contract with the Municipality. The Municipality shall pay for the costs of such employee and such consultant from its own resources.

The Inspector shall be able to carry out the tasks described in this Agreement and be able to demonstrate the qualifications that enable him/her to do so. The Inspector shall at minimum perform inspections of residential structures for compliance with housing and building codes, determine the feasibility of undertaking rehabilitation, prepare construction specifications and cost estimates, review construction bids, inspect rehabilitation construction work in progress, and review and approve contractor payment requests. The Inspector shall be able to review lead-based paint inspection and risk assessment reports and determine the actions to be taken to comply with federal lead-based paint regulations, maintain inspection records and reports, prepare change orders, initiate various notification letters and conduct necessary correspondence.

E. PROGRAM ADVISOR:

The Municipality shall utilize an "Advisor" in connection with this Agreement. The Advisor shall either be an employee of the Municipality, or be a qualified consultant under contract with the Municipality. The Municipality shall pay for the costs of such employee and such consultant from its own resources.

The Advisor shall be able to carry out the tasks described in this Agreement and be able to demonstrate the qualifications that enable him/her to do so. The Advisor shall at minimum perform a variety of program implementation tasks including the participant application process, the applicant eligibility determination process, financial underwriting, project closings, and expenditure tracking and reconciliation.

F. PROGRAM OFFICE:

The Municipality shall implement the Program from rental space at 1124 Broadway, Cottage #8, Riviera Beach, Florida 33404, (the Program Office), where it shall house the staff associated with the Program and where it shall conduct such Program activities as application intake, applicant eligibility determination, project closings, record retention, preparation of construction specifications and cost estimates, receipt and review of construction bids, and meetings with applicants and contractors. The Municipality shall not use the Program Office, nor any of its furnishings or equipment, for any activities other than those associated with the Program. The Municipality may request HCD for reimbursement of the below listed allowable expenses related to its operation of the Program Office beginning with the first day of the first month following the effective date of this Agreement, and ending on the earlier of either the date of completion of all Program activities, or the date this Agreement expires.

The allowable expenses eligible for reimbursement under this Agreement are:

- the rental cost of the Program Office.
- the lease of the copier used in the Program Office.
- the lease of the facsimile machine used in the Program Office.
- the lease of the furniture used in the Program Office.
- the cost of the telephone used in the Program Office provided such telephone is a "land line", as well as the cost of all long distance calls from such telephone provided that the Municipality substantiate such calls as being related to the conduct of Program activities through the submission of call logs with its reimbursement request.

As a pre-requisite to requesting HCD for reimbursement of the listed allowable expenses, the Municipality shall provide HCD copies of all lease agreements associated with the above list.

G. OUTREACH AND APPLICANT SELECTION:

The Municipality's outreach effort in publicizing the rehabilitation program being undertaken in connection with this Agreement shall include announcements at public meetings and community events, distribution of flyers/brochures to affected residents, announcements through electronic and print media, and dissemination of program information through other service providers in the community.

The Municipality shall develop, publish to its residents, and use its own selection method for applicants to be funded under this Agreement, provided that such method is fair and equitable, and provided that it does not in any manner violate any of the provisions contained in this Agreement.

H. THE APPLICATION PROCESS:

The Municipality shall invite each selected applicant to submit a written, signed, and dated application (for the purposes of this Agreement, all owners of a property to be rehabilitated who reside at such property shall be regarded as applicants, and "applicant" as referred to herein shall also mean the plural term "applicants"). The Municipality shall advise the applicant of the Program's objective and explain the type of work undertaken under the Program without specific reference to the applicant's property. Applicants shall be advised that the primary purpose of the Program is to address property deficiencies to the extent practicable and feasible to meet applicable housing and building code standards and to effectuate repairs of damages caused by Hurricane Wilma.

Applicants shall be advised of Program requirements to receive assistance and the steps involved in the rehabilitation process and their role in it. Applicants shall also be informed of the financing arrangements available under the Program.

The application shall solicit information about the applicant such as:

- Name of applicant(s) and any other household members residing at the property (whether related to the property owner or not) and relationship to property owner(s) as well as contact telephone numbers.
- Address of the property, legal description and the Property Control Number.
- Social security numbers, dates of birth of applicant(s) and ages of household members.
- Employment information on all household members.
- All other income for the household including: wages, salaries, bonuses, pensions, social security, disability, unemployment, self employment, rental income, interest, dividends, public assistance, alimony, child support, and income derived from assets.
- A listing of all assets owned by the applicant(s) and their associated value.
- Information about any mortgages on the property.
- Insurance information including name of insurer, agent, address, policy number, and type, amount, and dates of coverage.

In conjunction with accepting an application from a selected applicant, each such applicant shall be asked to submit documentation in support of the application such as copies of: deed, mortgage(s), pay stubs, driver's license, social security card, death certificates, the last IRS tax return (last two returns for self-employed persons), and copies of insurance policies.

The Municipality shall obtain from the applicant for the applicant's file a copy of the driver's license or other picture identification document for each adult household member of the applicant, and shall obtain a copy of the social security card for each household member.

At the time of application submission, a preliminary review shall be made of the information provided and the applicant shall be requested to sign certain pertinent release forms that enable the Municipality to verify information in the application with outside parties. Other such forms shall also be signed by the applicant at later times as the need arises in the process of reviewing the application. These release forms for example include: employment verification, social security benefits verification, and pension verification.

In order to avoid any duplication of benefits, applicants shall be asked to provide signed certifications regarding the receipt of any insurance, SBA, or FEMA payments for damages to the property resulting from Hurricane Wilma. The Municipality shall devise a certification form to be used by each applicant to certify whether or not the applicant received any insurance payments (which certification form shall be placed in the applicant's file). In addition, each applicant shall be required to sign a release form to be submitted to FEMA (provided herein as Exhibit B) for the purpose of verifying the receipt of any FEMA payments in connection with damages resulting from Hurricane Wilma. The Municipality shall fax this release form to FEMA with a request for information, regardless of whether the applicant applied for, or received, any FEMA assistance, and place FEMA's response in the applicant's file. The County shall provide the Municipality with FEMA contact information at a later date. Furthermore, the Municipality shall verify whether the applicant received any assistance from the United States Small Business Administration (SBA) by verifying the presence of the applicant's name on a list of SBA recipients to be provided by the County to the Municipality at a later date. The Advisor shall complete, sign and place a form in the applicant's file indicating whether the applicant's name appears on SBA's list.

At time of application, the Municipality shall establish whether the applicant's property suffered damages from Hurricane Wilma. As a condition for receiving assistance, each applicant must be documented as having had damage to their home from Hurricane Wilma by means of:

- a certification from the Municipality, or
- a copy of a FEMA verification/claim, or
- an insurance claim, or
- an affidavit from the applicant that is attested by the Municipality.

At time of application, the Municipality shall provide each applicant with a lead hazard information pamphlet entitled "Protect Your Family From Lead In Your Home", informing applicants of the potential risk of lead hazard exposure from renovation activity that may be performed in their homes, and the Municipality shall obtain from the applicant a signed receipt indicating that the applicant has received the stated pamphlet which receipt shall be placed in the applicant's file.

In conjunction with accepting an application from a selected applicant, the Municipality shall determine and document the "year built" of the applicant's home. The source to be used for "year built" information shall be the Palm Beach County Property Appraiser whose data may be accessed through the internet at <http://www.co.palm-beach.fl.us/papa/index.htm>. The Municipality shall obtain a print out of the "year built" information and place it in the file for each applicant.

I. THE INITIAL INSPECTION PROCESS:

The Inspector shall perform an inspection of the property proposed for rehabilitation for the purpose of assessing the conditions of the property and to determine if rehabilitation is necessary and feasible. If the Inspector determines that the property did not sustain any damages from Hurricane Wilma, then the Municipality shall reject the application for assistance by providing the applicant written notice of such determination. If the Inspector determines that the property did sustain damages from Hurricane Wilma (as supported by the documentation mentioned above), then the Inspector shall determine if the repair of such damages as well as the work needed to address all housing and building code violations is feasible within the funding limits of the program.

In making this determination special attention shall be given to un-permitted additions and un-permitted enclosures. Un-permitted additions and un-permitted enclosures that can be practically improved as part of the rehabilitation process, and within the funding limits, may be undertaken. Un-permitted additions and un-permitted enclosures that cannot be practically improved as part of the rehabilitation process, and within the funding limits, shall be removed in conjunction with the rehabilitation process.

Rehabilitation shall be deemed "feasible" when the cost of complying with the requirements of the Program as specified in this Agreement can be achieved within the funding limits established for the Program. That is, the cost of meeting the requirements of applicable code standards, hurricane damage repairs, lead-based paint remediation, hurricane protection, etc. In the event that the cost of complying with the requirements of the Program exceeds the funding limits established for this Program, rehabilitation may still be deemed "feasible" if the sum of the amount funded through this Program as specified in this Agreement plus amounts funded by the applicant (such as SBA/FEMA payments, insurance proceeds, or the applicant's personal funds) are sufficient to meet the cost of complying with the requirements of the Program.

In this regard, after considering the amount of funding per applicant as allowed by this Agreement, and any SBA/FEMA payments and insurance proceeds, the Advisor shall discuss the anticipated costs with the applicant, and explore the possibility and potential of the applicant providing the gap in funds needed for the project. As part of this discussion, the Advisor shall not only consider the rehabilitation cost estimate provided by the inspector, but also other associated costs such as mortgage recording fees and termite treatment costs. Pursuant to this discussion, the Municipality shall then reach a decision whether to further pursue the project based on the ability of the applicant to fund the aforesaid gap from the applicant's resources or from a lender. Upon determining that a project cannot be undertaken based on the above (that is, the project is not feasible), the Municipality shall issue the applicant an application rejection letter in which it shall provide the reason for the rejection. For every such rejected project, the Inspector shall prepare a cost estimate to be maintained in the applicant's file to support such a determination. Moreover, projects costing \$2,000 or less shall not be considered under the Program.

The Municipality shall proceed with processing projects that are deemed feasible. For projects built before January 1, 1978, that are feasible, the Municipality shall obtain a lead-based paint inspection/risk assessment report as specified below.

At the time of application intake or at any time thereafter during contact with an applicant or a household member of the applicant, if the Advisor finds out about a disability of the applicant or a household member of the applicant, the Advisor shall inform the Municipality's Inspector of such finding. Alternatively, the Inspector may find out about such a disability based on contact with an applicant or a household member. After determining that a project is feasible, and in conjunction with preparing a work write-up for a project, the Inspector shall obtain an affidavit from the applicant regarding the disability (if the disability affects a household member who is not a minor, either that person or the applicant may provide the affidavit). The Inspector may use a general affidavit form for this purpose. The affidavit must identify the person with the disability, it must describe the disability to the affiant's best knowledge, and it must describe the remedies proposed by the affiant to accommodate the disability that can be undertaken through the Program. The Municipality is encouraged to suggest the inclusion of any remedies that can be undertaken by the Program that come to its attention while in contact with the applicant, with household members, or while inspecting the property. The Municipality is cautioned not to omit any information the affiant wishes to put in the affidavit.

The original affidavit must be placed in the applicant's file, and a copy must be presented with the work write-up when that is submitted to HCD for approval before bidding as required below. HCD shall examine the contents of the affidavit to determine if the work write-up has sufficiently addressed the accommodations needed, and consult with the County Attorney's office when necessary to achieve appropriate accommodation.

In this regard, the Municipality is reminded that in addition to physical impairments that may be encountered, disabilities may also include neurological impairments, mental impairments, and emotional impairments that might come to its attention. During its discussions with the applicant or a household member of the applicant, the Municipality shall inquire: a) if the disability is expected to be of long, continued, and indefinite duration, b) if the disability substantially impedes the person's ability to live independently, and c) if the disabled person's ability to live independently can be improved by more suitable housing conditions. The Municipality shall inform the applicant that disclosure of a disability will in no way affect the application for assistance.

J. THE VERIFICATION PROCESS:

During this process, the Advisor shall verify the information provided by the applicant with outside parties, and obtain additional information that is necessary in reaching a decision on whether to proceed with the project or not.

The verification process shall include:

- (a) **INCOME VERIFICATION:** The Municipality shall obtain written income verification of the applicant's household in order to establish eligibility under the Program. A household is defined as: "All persons who occupy a housing unit. The occupants may be a single family, one person living alone, two or more families living together, or any other group of related or unrelated persons who share living arrangements (24CFR Part 570)". A household shall be regarded as being eligible to receive assistance under the Program if the projected prevailing rate of household annual income received from all sources by household size is at or below 80% of the applicable median family income for the West Palm Beach-Boca Raton Metropolitan Statistical Area. The current median income and schedule of qualifying incomes by household size shall be as revised and published in the Federal Register by HUD from time to time. The household annual income information to be **used** for eligibility determination under the Program shall be that in effect on the date funding is approved for each applicant.

Annual income of all household members shall be determined according to the HUD Section 8 method. In this regard, it should be noted that the HUD Section 8 method of computing income in part takes into account income from assets (actual and imputed, as applicable).

Income shall be verified through ~~USE~~ of verification forms signed by the pertinent household member authorizing verification by the source of income or by obtaining documentation produced by a third party that establishes income information. Verification forms may include forms such as:

- employment verification
- unemployment benefit verification
- pension benefit verification
- social security benefit verification
- disability benefit verification
- veteran's benefit verification
- verification of benefits administered by HRS
- interest income verification

Each income earning household member must provide a signed copy of their last IRS return including attachments (last 2 returns for a self-employed person). It is recognized that IRS rules do not require the filing of a return if a person's income for example is below a certain amount as established by the IRS and revised from time to time. In such instance where an income-earning household member does not file a return, a notation shall be so indicated on the application form.

The Municipality shall, for each adult household member who does not earn any income, obtain an affidavit from such household member indicating that no income is earned by such person.

In the course of establishing and verifying household income for each applicant, the Municipality shall reconcile annual income information with annual household expenses reported by the applicant or determined by the Municipality. While reviewing this income and expense data, the Municipality shall examine such data for consistency allowing for reasonable living expenses of the household (such as food, clothing, and transportation). Where annual obligations and other household expenses (such as mortgage payments, car loans, utilities, and real estate taxes) appear to constitute substantial portions of household income not allowing room for reasonable living expenses, the Municipality shall further investigate annual income and expense information with the applicant in order to resolve unreconciled differences between both. If resolution of such matters cannot be reached to the satisfaction of HCD, the applicant's request for assistance may be suspended until satisfactorily resolved or else may be rejected.

- (b) **TITLE VERIFICATION:** The Municipality shall place in the file for each applicant copies of documents that show that the title of record to the property proposed for rehabilitation is held by the applicant (such as a deed or court order). (Tax records shall not constitute adequate proof in this regard). (Documents showing that the applicant holds a life estate in the property shall be acceptable).

The Municipality shall assure that the applicant owned the property proposed for rehabilitation at the time of Hurricane Wilma on October 24, 2005. If the applicant is not able to demonstrate compliance with this requirement, the Municipality shall reject the applicant from participation in the Program in writing. A copy of the rejection letter shall be maintained in the applicant's file.

- (c) **REAL ESTATE TAX VERIFICATION:** The Municipality shall place in the file for each applicant copies of documents that show that the real estate taxes for the property proposed for rehabilitation have been paid in full.
- (d) **MORTGAGE VERIFICATION:** In order to avoid funding an applicant who has mortgage obligations that are delinquent and that may lead to foreclosure and eventual loss of the property proposed for rehabilitation, the Municipality shall verify with the mortgagee that mortgage payments are current. Applicants, determined to have delinquent mortgage payments or who are in foreclosure shall be rejected by the Municipality in writing after having given the applicant a reasonable period of time to correct these conditions. Copies of rejection letters shall be maintained in the applicant's file.
- (e) **INSURANCE VERIFICATION:** In regard to homeowner and windstorm insurance coverage, the Municipality shall document such insurance if the applicant maintains such insurance on the property proposed for rehabilitation, noting that the Program does not require the applicant to carry such insurance.

However, if the property is in a flood zone "A" or flood zone "V", the applicant shall be required to maintain flood insurance on the property and the Municipality shall, before closing, maintain documentation evidencing such insurance coverage in the applicant's file. Such coverage shall be at least equal to the sum of the anticipated mortgage encumbrance against the property resulting from this Program and the balance of all other senior mortgage encumbrances against the property.

The applicant shall also provide copies of all insurance claims, insurance settlements, and insurance payments received in connection with damages to the property. The Municipality shall obtain from the applicant an affidavit in connection with all insurance funds received by the applicant for damages to the property. If the applicant did not receive any insurance funds for damages to the property, then the Municipality shall obtain from the applicant an affidavit to that effect to be placed in the applicant's file.

- (f) **ENVIRONMENTAL REVIEW:** The Municipality shall complete an Environmental Review Checklist Request form, provided herein as Exhibit C, for each property proposed for rehabilitation and shall submit such form to HCD. The Municipality shall place the Environmental Review Checklist provided to it by HCD in response to its request in the applicant's file, and shall comply with all matters brought to its attention by HCD as a precondition to proceeding with the project.
- (g) **LEAD-BASED PAINT VERIFICATION:** All dwelling units built before January 1, 1978, shall be inspected for the presence of lead-based paint as required by applicable lead-based paint regulations. The Municipality shall retain the services of an EPA certified lead-based paint inspector, who is also an EPA certified lead-based paint risk assessor to perform a surface-by-surface investigation (of all interior and exterior painted, stained, varnished or shellacked surfaces, regardless of whether or not such surfaces will be disturbed in course of rehabilitation) in order to determine the presence of lead-based paint, and shall submit to HCD a report containing the results of the inspection and risk assessment. The report shall identify surfaces containing lead-based paint which are in a stable condition (regarded not to constitute a hazard), and surfaces which contain lead-based paint and which are deteriorated or subjected to friction or impact (regarded to constitute a hazard). The findings of the report shall be used by the Municipality in preparing the work items intended to accomplish lead-based paint remediation, and shall be used for the preparation and provision of the Lead-based Paint Notice of Evaluation and/or Presumption as required by applicable regulations.

The services of the lead-based paint inspector/risk assessor retained by the Municipality shall be procured in accord with the requirements of this Agreement if the Municipality wishes to be reimbursed by the County for the cost of these services. In such instance, the Municipality shall submit its request for proposals for consultant services package to HCD and obtain a letter of approval prior to soliciting proposals, and the Municipality shall obtain HCD approval prior to awarding the contract for these consultant services. (It is suggested that the above services also include the clearance testing services mentioned below).

The Municipality shall pay the lead-based paint inspector/risk assessor for the above mentioned reports and clearance testing services as approved by HCD, and request HCD for reimbursement of such costs. The County shall reimburse the Municipality for such costs as provided in this Agreement.

K. THE WORK WRITE-UP PREPARATION PROCESS:

If upon review of the information verified through the preceding process the applicant appears to be qualified, a work write-up shall be prepared by the Inspector for the rehabilitation project. The work write-up shall contain a detailed list of construction specifications the execution of which will correct the deficiencies at the property and will upgrade the property to the extent practicable and feasible to applicable housing and building code standards (including the HUD Section 8 Housing Quality Standards). The work write-up shall also contain items to address lead-based paint remediation, hurricane protection, energy efficiency and conservation, and ones that are intended for the removal of architectural barriers and the correction of damages caused by Hurricane Wilma.

- (a) **CODE RELATED ITEMS:** These are work items that are intended to correct code violations, that is the correction of deficiencies at the property which are not in compliance with applicable housing and building code standards (including the HUD Section 8 Housing Quality Standards). These items may also include compliance with any historic preservation requirements applicable to the property.

- (b) HURRICANE PROTECTION ITEMS: The work write-up shall include work items that address hurricane protection as required by code. Additional hurricane protection measures not required by code may be included in the work write-up to the extent practicable and feasible.
- (c) HOMEOWNER ASSOCIATION REQUIREMENTS: Should the work write-up contain items that are also regulated by a homeowner association, then the work write-up shall address the requirements of the homeowner association for such items only, such as complying with color or style requirements for exterior building components, and obtaining homeowner association approval of building materials or exterior building components. In such instances the work write-up shall require the contractor to submit such for approval by the homeowner association prior to the commencement of the work.
- (d) DISABILITY ACCOMMODATIONS: In the event that an applicant and/or a household member has a disability that comes to the attention of the Municipality, an affidavit shall be obtained from the applicant/household member which contains remedies proposed by the affiant to accommodate the disability that can be undertaken through the program as previously described. When the disability is expected to be of long, continued, and indefinite duration, and if the disability substantially impedes the person's ability to live independently, and if the disabled person's ability to live independently can be improved by more suitable housing conditions, then the work write-up shall include such work items (remedies proposed by the affiant) that would accommodate the disability and that can be undertaken through the Program.
- (e) REHABILITATION/DEMOLITION OF UN-PERMITTED ENCLOSURES AND ADDITIONS: The work write-up shall provide for the improvement of existing un-permitted additions and enclosures such that they comply with applicable codes if feasible and practical, and within the funding limits. Un-permitted additions and enclosures that are not feasible or practical to improve as part of the rehabilitation process, and within the funding limits, shall be demolished. Mortgagee/lien-holder consent to demolish shall be obtained when there are existing mortgages/liens on the property.
- (f) LEAD-BASED PAINT REMEDIATION: If the lead-based paint inspection/risk assessment report reveals the presence of lead-based paint at the property (or if such report leads to a presumption of the presence lead-based paint at the property), then the work write-up shall include a disclosure (and warning) as follows:
 - A disclosure of the building components, materials, and surfaces that have been found to contain lead-based paint or are presumed to contain lead-based paint, and that will remain at the property during and after the rehabilitation project, and a warning to the contractor, all subcontractors, and all their employees and workers, not to disturb any of these building components, materials, and surfaces in any manner, shape, or form.
 - A disclosure of the building components, materials, and surfaces that have been found to contain lead-based paint or are presumed to contain lead-based paint, and that will be abated by qualified persons in connection with the rehabilitation project, and a warning to the contractor, all subcontractors, and all their employees and workers, except for persons qualified to do so, not to disturb any of these building components, materials, and surfaces in any manner, shape, or form.
 - A disclosure of the dust lead hazards found at the property that will be remediated by qualified persons in connection with the rehabilitation project.
 - A disclosure of the soil lead hazards found at the property that will be remediated by qualified persons in connection with the rehabilitation project.

The work write-up shall include items that achieve the remediation of surfaces which contain lead-based paint and which are expected to be disturbed during the process of rehabilitation construction, as well as items that achieve the remediation of surfaces which contain lead-based paint and are deteriorated or subjected to friction or impact and regarded to constitute a hazard, as well as items that address the remediation of dust and soil lead hazards. Lead-based paint remediation shall be undertaken using the "abatement" method which shall be performed by appropriately certified persons.

The work write-up may also include items that achieve the remediation of surfaces which contain lead-based paint which are in a stable condition (regarded not to constitute a hazard) at the Municipality's option. The inclusion of such optional items may be intended to achieve a lead free house, or where the house is permanently occupied by at least one child less than six (6) years old.

The work write-up for abatement shall specify the scope of the hazard reduction activity, the lead hazard reduction duration, the status, and length in days, of occupant temporary relocation, the compliance requirements, the qualifications to perform the work, and shall require an occupant protection plan, clearance testing, and an abatement report.

- (g) **ASBESTOS CONTAINING MATERIALS:** Should the Inspector, while preparing the work write-up, encounter suspect asbestos containing materials, such as transite siding, or should the Inspector encounter a current or prior non-residential use of the property (the house and its surrounding site), then the Inspector shall inform HCD of such observation. HCD shall then cooperate with the Municipality to obtain an asbestos survey of the property in order to determine the presence of asbestos containing materials, which if found, shall be addressed in accord with applicable regulations. Each work write-up submitted to HCD shall be accompanied by a certification from the Inspector who prepared the work write-up indicating whether or not there is any evidence of a current or prior non-residential use of the property.
- (h) **APPLICANTS WORK WRITE-UP REVIEW AND APPROVAL:** The Inspector shall review the completed work write-up with the applicant who shall sign a review and approval statement indicating:
 - That the work write-up has been reviewed with the applicant.
 - That the applicant understands the scope of work and the specifications of the work to be performed on the applicant's property.
 - The applicant's agreement that no changes to the work write-up specifications will occur except for items needed to meet housing or building code requirements.
 - The applicant's authorization allowing the Municipality to obtain bids for the work contained in the work write-up.
- (i) **HCD WORK WRITE-UP APPROVAL AND IN-HOUSE COST ESTIMATE:** Each completed work write-up signed by the applicant shall be maintained in the applicant's file. The Municipality shall provide HCD, for HCD's approval before bidding, a copy of such work write-up initialed by the Inspector and showing the Inspector's in-house cost estimate for each item in the work write-up. The work write-up shall be accompanied by a copy of lead-based paint inspection/risk assessment report, a copy of the aforesaid asbestos certification as prepared by the Inspector, as well as copies of any disability affidavits. HCD shall advise the Municipality of its determination concerning its review of the work write-up within ten (10) working days of its receipt.

L. BIDDING AND BID EVALUATION:

Bids for the work detailed in the work write-up shall be solicited by the Municipality from contractors on a list of bidders established by the Municipality. The Municipality shall determine the requirements (such as licensing and insurance requirements) to be met by such contractors for admission to the list of bidders. For projects requiring lead-based, paint abatement, the rehabilitation contractor submitting a bid must be, or must hire, a certified lead-based paint abatement contractor as a subcontractor.

The bid documents to be used for this purpose shall include the address, property owner, and property owner contact information for the property to be rehabilitated, shall require bidders to visit the property, and shall specify the location, date, and time by which bids must be submitted. The bid documents shall specify the number of days after bid opening that bids are to remain valid. The bid documents shall contain provisions for addressing inconsistencies, interpretations, and supplemental instructions, as well as provisions for the modification, withdrawal, rejection, and award of bids. The bid documents shall contain the warranty and release of liens requirements as well as the insurance requirements for both the contractor and the lead-based paint abatement contractor (or subcontractor). The bid documents shall contain the Federal requirements applicable to projects funded under the Program.

For projects requiring lead-based paint abatement, the bid documents shall specify that the Program shall pay for the first clearance test to be undertaken in connection with the abatement for a project, and shall specify that the contractor shall be responsible for the cost of all subsequent clearance tests to be obtained by the Municipality for that project. The bid documents shall indicate that the cost of all clearance tests obtained by the Municipality and required for a project after the initial clearance test, shall be deducted from the contractor's payment.

For projects requiring lead-based paint abatement, the bid documents shall specify the number of days for which the Program shall pay for occupant temporary relocation, if any. The bid documents shall specify that the Program shall pay for occupant temporary relocation costs for the pre-specified number of days, and shall specify that the contractor shall be responsible for the cost of all subsequent occupant temporary relocation made necessary as a result of the contractor's failure to pass any clearance testing. The bid documents shall indicate that the cost of all occupant temporary relocation necessitated as a result of the contractor's failure to pass any clearance testing and paid by the Municipality, shall be deducted from the contractor's payment.

The Municipality shall require contractors to submit sealed bids for the work contained in the work write-up after visiting the applicant's property to acquaint themselves with existing conditions. The Municipality shall only accept bids up to a pre-specified date and time after which such bids shall be opened at the Municipality's offices. Bid openings shall be open to bidders, applicants, and the general public. At the bid opening the Municipality's designated employees shall open the bids and announce total amounts bid. The announced totals shall be recorded on a bid spreadsheet showing each bidder's name and total amount bid as announced.

After all bids are opened and announced the Municipality shall calculate the sum of all the individual items contained in each bid to check for discrepancies between such sum and the amount read at the bid opening. Where a discrepancy exists in a bid between the true and correct sum of itemized costs and the total announced at the bid opening, the true and correct mathematical sum of itemized costs shall prevail and the spreadsheet shall be noted accordingly.

Upon close examination of all bids, the Municipality shall make a determination on the apparent lowest responsive responsible bidder that best meets the terms, conditions, and specifications of the bid and that will result in the best interest of the applicant, the Municipality, and the County.

The Municipality shall evaluate the lowest bid to establish whether the total bid is within the funding limit, and shall provide the applicant an opportunity to contribute to the project any funds needed for the project above the funding limit, or shall secure such needed funds for the applicant from other sources.

The bidding process shall also include obtaining bids for treatment of termites and other wood destroying organisms (extermination) where such infestation is found at the property. The Municipality shall, in like manner as described above, establish a list of companies qualified to provide such services, and shall solicit, obtain, and evaluate bids from such companies for the treatment of termites and other wood destroying organisms that may be found at the property to be rehabilitated under the Program.

Funding shall be recommended for the lowest responsive responsible bidder both for construction and extermination. Should the applicant wish to select another bidder, then the difference in cost between the lowest bidder and that selected by the applicant shall be funded by the applicant.

M. PROJECT UNDERWRITING:

The Municipality shall complete a project underwriting process which entails undertaking several tests to verify if Program requirements have been met. This process also entails the formulation of a funding recommendation when such requirements are met, or the rejection of the application if these requirements can not be met by the applicant. The Municipality shall, for each applicant, document the following:

- (a) **INFORMATION CONSISTENCY:** The Municipality shall assure that the information submitted by the applicant and other information verified through third parties or gathered by the Municipality is consistent. If the preceding can not be met, the Municipality shall request the applicant to provide corrected information or an explanation such that satisfactory consistency exists in the opinion of the Municipality and HCD. Failure to do so particularly where willful falsification exists shall be regarded as grounds for rejection of the application and denial of any assistance.
- (b) **PROPERTY LOCATION:** The Municipality shall assure that the property to be rehabilitated is located within its municipal boundaries. An applicant whose property is not located within these boundaries shall be rejected.

- (c) **PROPERTY ELIGIBILITY:** The Municipality shall assure that the property to be rehabilitated is a detached one ~~dwelling~~ structure entirely used for residential purposes. The Inspector, at the time of initial inspection, shall establish the number of units at the project and its use for residential purposes. If the number of units exceeds one detached dwelling unit, such condition shall be remedied by actions that result in no more than one detached dwelling unit after rehabilitation by including the removal of any excess units in the work write-up. Any such demolition shall not result in the displacement of any occupant and shall comply with One-for-One Replacement regulations. If the property is not entirely used for residential purposes, such condition shall be remedied by actions that result in elimination or conversion of non-residential portions of the property to residential use.
- (d) **OCCUPANCY/RESIDENCY:** The Municipality shall assure that the applicant resides at the property to be rehabilitated which shall be determined at the time the property is inspected and through the applicant's address as revealed by the various documents received during the application/verification process. If the applicant does not occupy the property, the applicant shall demonstrate extenuating circumstances for not residing at the property. Rehabilitation may proceed provided that the rehabilitation renders the property occupiable, and provided that the applicant submit a written commitment prior to funding approval clearly indicating the intent of the applicant to reside at the property after completion of the rehabilitation process. Extenuating circumstances may include certain circumstances such as damages from hurricane Wilma, or a determination of the property's unfitness for habitation by a building or other official for reasons of safety or other danger at the property that can be remedied through the Program. HCD shall determine the type of documentation necessary and/or acceptable to demonstrate the existence of these extenuating circumstances, and if the extenuating circumstances are acceptable.
- (e) **PROPERTY OWNERSHIP:** The Municipality shall assure that the title of record to the property proposed for rehabilitation is held by the applicant at the time of application and that the applicant owned the property proposed for rehabilitation at the time of Hurricane Wilma on October 24, 2005.

Note: the above condition requiring that the applicant have an ownership interest in the property to be rehabilitated does not preclude other parties who do not reside at the property from having an ownership interest in the property in addition to that of the applicant. These other parties are not regarded to be part of the applicant's household, however any such other parties having an ownership interest must agree to and join the applicant in executing program documents that secure the rehabilitation costs and encumber the property. In instances where the applicant has a life estate, all "remainder men" must agree to and join the applicant in executing program documents that secure the rehabilitation costs and encumber the property.

- (f) **REAL ESTATE TAX PAYMENT:** The Municipality shall assure that the real estate taxes for the property proposed for rehabilitation have been paid in full and shall place in the file for each applicant copies of documents showing the same.
- (g) **CURRENT MORTGAGE PAYMENTS:** For applicants who have mortgage obligations, the Municipality shall assure that such mortgage obligations are not delinquent and that mortgage payments are current.
- (h) **PROPERTY INSURANCE:** If the property is in a flood zone "A" or flood zone "V", the Municipality shall assure that the applicant maintains flood insurance on the property. If such insurance is not in place at the time of application, then the Municipality shall, before closing, obtain documentation evidencing such insurance coverage.
- (i) **DAMAGES FROM HURRICANE WILMA:** The Municipality shall assure that the applicant's property suffered damages from Hurricane Wilma as previously described.
- (j) **RECEIPT OF SBA OR FEMA BENEFITS AND INSURANCE PROCEEDS:** The Municipality shall assure that there is not duplication of benefits. The Municipality shall verify the receipt of any SBA and/or FEMA payments by the applicant in connection with Hurricane Wilma and shall document such. The Municipality shall verify the receipt of any insurance proceeds by the applicant in connection with Hurricane Wilma and shall document such.
- (k) **LEAD HAZARD PAMPHLET:** The Municipality shall assure that each applicant has received a lead hazard information pamphlet entitled "Protect Your Family From Lead In Your Home", and shall obtain from the applicant a signed receipt for such pamphlet.

- (l) LEAD NOTICE: For each property built before 1/1/78, the Municipality shall assure that each applicant has received a Lead-based Paint Notice of Evaluation and/or Presumption and shall obtain from the applicant a signed receipt for such notice.
 - (m) ENVIRONMENTAL AND HISTORIC REVIEW: The Municipality shall assure that there are no environmental or historic considerations that would prevent the rehabilitation of the property, and that it has complied with all environmental and historic requirements.
 - (n) PRESENCE OF ASBESTOS: The Municipality shall assure that the rehabilitation of the property shall not cause any asbestos exposure and it shall comply with applicable asbestos regulations when there is evidence of a current or prior non-residential use at the property (the house and its surrounding site).
 - (o) HOUSEHOLD INCOME: The Municipality shall assure that the annual income of the household occupying the property to be rehabilitated as received from all sources, by household size, is at or below 80% of the applicable median family income for the West Palm Beach-Boca Raton Metropolitan Statistical Area.
- N. PROGRAM COSTS, FUNDING LIMITS AND SECURITY:
- (a) ELIGIBLE PROGRAM COSTS: The following expenses shall be regarded as eligible costs under the Program:
 - Labor, materials, and other costs of rehabilitation of properties, including repair directed toward an accumulation of deferred maintenance, removal of material and architectural barriers that restrict the mobility and accessibility of elderly or severely disabled persons, replacement of principal fixtures and components of existing structures, installation of security devices, including smoke detectors and dead bolt locks, and renovation through alterations, additions to, or enhancement of existing structures, which may be undertaken singly, or in combination.
 - Improvements to increase the efficient use of energy in structures through such means as installation of storm windows and doors, siding, wall and attic insulation, and conversion, modification, or replacement of heating and cooling equipment, including the use of solar energy equipment.
 - Improvements to increase the efficient use of water through such means as water saving faucets and shower heads and repair of water leaks.
 - Improvements to provide windstorm protection to render rehabilitated homes less vulnerable to future wind related damage.
 - Connection of residential structures to water distribution lines or local sewer collection lines (excluding payment of certain associated fees, such as impact fees, not eligible under the CDBG program).
 - Costs of flood insurance premiums and associated service charges as established under the Nation Flood Insurance Program for a period of up to three years.
 - Costs of inspecting, testing, and abatement of lead-based paint and asbestos containing materials pursuant to applicable regulations.
 - Costs associated with the processing of rehabilitation applications such as a title search or state and local fees for recording documents prepared in conjunction with the Program.
 - Costs of obtaining construction related professional services including architectural, engineering, and surveying services, including the preparation of related technical documents, and inspections associated with execution of the content of such documents as pertains to the rehabilitation work.
 - Costs of performing inspections of termite or other wood destroying organisms and extermination thereof.
 - Construction contingency funds at an amount which is the lesser of five percent (5%) of the construction contract amount or \$1,000.
 - Costs of the Program Office deemed eligible under this Agreement, and where a separate budget is provided under this Agreement for such costs.

- (b) **FUNDING LIMITS AND SECURITY:** All costs for each applicant (not including any costs associated with the Program Office) shall be provided as a loan subject to the following:
- The maximum funding amount per applicant for payment of rehabilitation construction costs and incidental expenses regarded as eligible under this Agreement: \$22,000.
 - Security: A mortgage and promissory note, in the amount funded to the applicant, shall be executed by all property owners of record at the closing described below and shall be recorded by the Municipality in the public records of Palm Beach County immediately after such closing. The Municipality shall be the mortgagee on all such mortgages and shall be the beneficiary of the promissory notes.
Note: all additional funds, not included in the mortgage and promissory note, and provided after the mortgage and promissory note have been executed, shall be secured by means of a notice of future advance and promissory note, before such funds are expended. The notice of future advance and a copy of the promissory note shall be promptly recorded by the Municipality in the public records in like manner.
 - Interest rate: 0%.
 - Term: 5 years.
 - Repayment Provisions and Events of Default: No repayment shall be made by the mortgagor during the term of the mortgage, except that the entire principal amount of the loan (and any other amounts required by the mortgage) shall be repaid by the applicant in the event of default as specified in the mortgage including the lease, sale, transfer of title to, or disposition of, the mortgaged property.
 - Repayment of funds during the term of this Agreement: The Municipality shall immediately transmit to the County all mortgage repayments that the Municipality receives during the term of this Agreement. The Municipality may request the County to add such transmitted funds received during the term of this Agreement to the amount funded under this Agreement for such uses as described in the Agreement.
 - Repayment of funds after the expiration this Agreement: The Municipality shall immediately transmit to the County all mortgage repayments that the Municipality receives after the expiration of this Agreement. The County shall then transmit such funds to the State. **The provisions of this clause shall survive the expiration of this Agreement.**

O. PROJECT APPROVAL:

Upon assurance of project compliance with the requirements of the Program, and formulation of a funding recommendation for the applicant, the Municipality shall submit to HCD the entire applicant file compiled to date and a financial write-up of the project by which the Municipality requests HCD to approve funding for the applicant. HCD shall advise the Municipality of its determination concerning its review of the financial write-up within ten (10) working days of HCD's receipt of the financial write-up.

The financial write up shall contain the following information:

- Applicant/Owner Information: the name and address of the applicant, the names of the owners, and a statement concerning the presence of any owners that do not occupy the property.
- Household Information: identify the persons in the household, their relationship and ages.
- Household Income Information: identify each household member receiving an income, the type of income, and the amount of monthly income, provide the household annual income, and a statement that the household is income eligible.
- Property Information: provide a unit description (one unit substandard detached residence), occupancy status (owner occupied), year built, year acquired, number of bedrooms, square footage area, a statement that the property sustained damages from Hurricane Wilma, and a statement that the property is located within the municipal boundaries.
- Property Obligations: identify the status of real estate tax and mortgage payments, and property insurance coverage.
- Project Costs: list all project costs for items such as Inspection/risk assessment report, clearance test, rehabilitation construction, termite treatment, recording fees, and construction contingency, and provide a total cost for the project.
- Receipt of Benefits/Proceeds: provide a statement concerning the applicants receipt of any SBA/FEMA benefits and/or any insurance proceeds, the amount thereof, and an explanation of which portion of such received funds will be contributed by the owner to the cost of the project.
- Funding Eligibility: provide a statement that the applicant is eligible to receive funding in accord with the Agreement between the County and the Municipality.
- Funding Recommendation: provide a funding recommendation indicating the recommended sources of funds, and the amount from each source, to meet the total cost of the project.

- Submission Statement: provide a statement identifying the person who prepared and submitted the financial write-up on behalf of the Municipality and provide a signature and date for submission from such person.
- Funding Approval: provide a section for HCD to indicate its approval of the funding recommendation and a signature and date for such approval. and allow a section for HCD comments in this regard.

P. PROJECT CLOSING:

Upon approval of project funding by HCD, the Municipality shall prepare certain project documents to be executed at the closing which shall be attended by The Advisor, the applicant, and the contractor for the project that has been selected through the bid process.

The Municipality shall assure that the following has occurred as a pre-requisite to closing:

- The Inspector shall conduct a pre-closing pre-construction site conference/walk-through with the applicant and the contractor. At this walk-through the participants shall review the scope of work to be performed, the schedule of work, and they shall establish whether there is a need for the homeowner to move any personal or household items to facilitate the contractor's work.
- The Advisor shall receive evidence of contractor insurance as specified in the bid documents and construction contract which evidence shall be placed in the applicant file.
- The Advisor shall verify that the project contractor does not appear on the current General Services Administration List of Parties Excluded from Federal Procurement or Non-procurement Programs (see <http://www.epls.gov/>), and shall place in the applicant file documentation showing the same.
- For projects requiring lead-based paint abatement, the Advisor shall receive from the contractor an occupant protection plan prepared according to applicable regulations.

The closing shall be conducted by the Advisor who shall review all documents with the applicant prior to execution. The documents to be executed by the applicant shall include:

- Mortgage.
- Promissory Note.
- Notice of Commencement.
- Notice to Proceed.
- Contract for Exterminating Services (between the applicant and the exterminating company).
- Construction Contract (between the applicant and the contractor).

Note: All owners of record (including the applicant(s) who reside at the property and owners who reside elsewhere) must execute the mortgage and promissory note. In instances where the applicant has a life estate, all "remainder men" must join the applicant in executing the mortgage and promissory note.

The documents to be executed by the contractor shall include:

- Construction Contract (between the applicant and the contractor).
- Certification of Nonsegregated facilities.
- Certification of Eligibility of General Contractor.
- Noncollusion Affidavit of Prime Bidder.
- Anti-kickback Affidavit.

The Advisor shall provide the contractor blank payment request forms for the contractor's use, and after the closing shall obtain the exterminating company's counter signature on the Contract for Exterminating Services. The Municipality shall, immediately after the closing, assure that the original executed mortgage accompanied by a copy of the promissory note, and the notice of commencement are recorded in the public records of Palm Beach County. The Inspector shall, immediately after recording, assure that a certified copy of the recorded Notice of Commencement is posted in a visible location at the property to be rehabilitated.

The Municipality shall assure that all funds from other sources, except funds to be provided under this Agreement, intended for a project regardless of source shall be available at closing. This shall include all the applicant's contributions, all insurance proceeds and/or any payment from SBNFEMA (or other agency), as well as all the Municipality's funds to be used for the project. All such funds, in the form of checks made payable to the Palm Beach County Board of County Commissioners, shall be transmitted to HCD immediately after the closing for escrow.

For projects where lead-based paint abatement is to be performed and where the occupants of the house are to be temporarily relocated, the Advisor shall, at the closing, coordinate the abatement work days and the temporary relocation dates with the applicant, the contractor, the Inspector, and the hotel.

The Municipality shall use a Document Affidavit, a blank form of which shall be provided to it by HCD, in connection with closings for property owners who are unable to read (for illiterate persons and for persons who due to a physical disability are unable to read), and who do not understand English. The Advisor shall list on this affidavit all documents by name that are included in the closing, and that are to be executed by such property owners. The Advisor shall also arrange for someone (such as a friend or a relative of the property owner or someone well acquainted with the property owner) to read these documents to the property owner. The Advisor shall prepare and deliver these documents to the reader in advance of the closing to allow enough time for reading. The Document Affidavit shall be executed by the reader and secured by the Advisor for the closing to be placed in the applicant file.

The Municipality shall use a Translated Document Affidavit, a blank form of which shall be provided to it by HCD, in connection with closings for property owners who do not understand English. The Advisor shall list all documents by name that are included in the closing, and that are to be executed by such property owners. The Advisor shall also arrange for someone (such as a friend or a relative of the property owner or someone well acquainted with the property owner) to translate these documents to the property owner noting that an oral translation is sufficient, provided that the nature and effect of the documents is translated. The Advisor shall prepare and deliver these documents to the translator in advance of the closing to allow enough time for translation. The Translated Document Affidavit shall be executed by the translator and secured by the Advisor for the closing to be placed in the applicant file.

Q. REHABILITATION CONSTRUCTION:

The Inspector shall inspect the work in progress being performed by the contractor and review and approve all construction draws made against the contract. The applicant shall approve all work requested for payment. A minimum five percent (5%) retainage shall be applied to each progress draw, with the accumulated retainage amount released in conjunction with final payment.

All lead-based paint remediation, temporary relocation of occupants, notifications, clearance testing, and related documentation shall be carried out in compliance with HUD lead-based paint regulations for projects funded under the Program. This shall include the provision of a Lead-based Paint Notice of Hazard Reduction Activity to the applicant after hazard reduction activities have been completed.

During construction, change orders for unforeseen code related work items necessitating an increase in the contract amount may be approved provided contingency funds are available. If contingency funds are insufficient, additional funds may be obtained for the project as described below. The Municipality shall request HCD's approval of all change orders before they are signed regardless of whether or not the change orders cause an increase in the contract amount. HCD shall advise the Municipality of its determination concerning its review of change orders within ten (5) working days of HCD's receipt of the proposed change order.

Upon completion of the work, the contractor shall ensure that all work has been approved by the building department with jurisdiction over the project, and obtain the necessary permit approvals. The contractor shall request a final inspection by the Municipality which shall be followed by the Municipality providing the contractor with a punch list of deficiencies (if such deficiencies exist) to be corrected by the contractor prior to final payment.

When the work is fully completed, the Municipality shall obtain the applicant's approval of the final payment. The final payment shall be subject to the Municipality's receipt of the following from the contractor:

- Original building permits with Bldg. Dept. final approval, and Certificate of Completion.
- Original contractor's roof nailing affidavit.
- Original contractor's warranty showing the final inspection date/warranty start date.
- Original contractor's release of lien (with all subcontractors listed).
- Original subcontractors' releases of lien for subcontractors with Notices to Owner.
- Original abatement report for projects with lead-based paint abatement.
- Required product approvals.
- Manufacturers' warranties for equipment and appliances.

The Municipality shall provide HCD with the documentation described below to enable HCD to pay the contractor for completed work that is contained in the construction contract as approved by HCD.

In connection with the first draw for each construction contract that is requested for payment, the Municipality shall provide HCD the following:

- A copy of the Occupant Protection Plan for projects with lead-based paint abatement.
- A copy of the executed construction contract.
- A copy of the contractor's bid showing the work items and the cost of each.
- A copy of the contractor's payment request approved by the Inspector and the applicant, which shows the work items approved for payment and their costs.
- A statement for payment signed by the Program Administrator and requesting HCD to make the payment. The statement shall identify the applicant, the applicant's address, the contractor, and the payment number. The statement shall provide an accounting of the contract amount, change orders, retainages, payments to date, deductions and a computation of the approved payment.

In connection with the interim draws for each construction contract that is requested for reimbursement, the Municipality shall provide the following:

- A copy of the contractor's payment request as specified above.
- A statement for payment as specified above.

In connection with the final draw for each construction contract that is requested for reimbursement, the Municipality shall provide the following:

- A copy of the contractor's roof nailing affidavit.
- A copy of the contractor's warranty.
- A copy of the contractor's release of lien.
- A copy of the abatement report for projects with lead-based paint abatement.
- A copy of the lead-based paint clearance test showing a pass designation after abatement.
- A copy of the Lead-based Paint Notice of Hazard Reduction Activity.
- A copy of the contractor's payment request as specified above.
- A statement for payment as specified above.

Extermination, if necessary, shall be carried out after completion of construction and as scheduled by the Advisor. The Municipality shall inspect the extermination work and review and approve the payment for such services. The applicant shall also approve extermination work requested for payment.

The Municipality shall provide HCD with the documentation described below to enable HCD to pay for completed extermination work that is contained in the contract for exterminating services as approved by HCD.

In connection with the extermination services that are requested for payment, the Municipality shall provide the following:

- A copy of the executed contract for exterminating services.
- A copy of the company's invoice approved by the Municipality and the applicant.

Note: the Municipality understands that in order to receive payment from the County, construction and extermination contractors must be registered vendors with the County.

R. TEMPORARY RELOCATION POLICY:

The Municipality shall not cause the permanent dislocation of any persons as a result of implementing the Program. The parties to this Agreement recognize that the rehabilitation process may in some instances require the temporary relocation of the applicant and the applicant's household members due to activities such as lead-based paint abatement or during extermination of wood destroying organisms. Accordingly, the Municipality hereby adopts the below Temporary Relocation Assistance Policy and obligates itself to making the payments associated therewith without seeking reimbursement from HCD for all such payments.

Temporary Relocation Assistance Policy: Should in the course of rehabilitation activities undertaken under the Program envisioned by this Agreement, the necessity arise to temporarily relocate the members of the household where rehabilitation is being performed (while lead-based paint abatement is taking place, or during extermination of wood destroying organisms, for example), then the Municipality shall pay for the cost of accommodations (hotel/motel) incurred while temporarily housing such household members away from the home being rehabilitated. The Municipality shall endeavor to minimize the cost of such accommodations while arranging for accommodations that are as close to the home being rehabilitated as possible, for the least number of nights possible, and while minimizing disruption to the family (that is, maintaining proximity to day care, schools, or work).

The Municipality shall not secure any such temporary relocation payments by the mortgage given by the applicant under the Program. Nothing herein shall preclude the applicant from voluntarily temporarily relocating to a location of the applicant's choice (such as with friends or family) while Program activities are underway without seeking payment from the Municipality.

S. PROJECT CLOSEOUT:

After all project contracts, invoices, and expenses have been paid, the Municipality shall prepare and submit to HCD, along with the entire applicant file compiled to date, a closeout statement which shall show all allocated funds, and an itemized listing of all payments made on behalf of the applicant, and all undisbursed funds and their disposition. Funds that have been secured by the mortgage and that have not been expended shall be credited by the Municipality to the applicant as a principal reduction of the loan. The closeout statement, shall be prepared and signed by the Advisor, and shall be placed in the applicant file with a copy provided to the applicant.

T. OTHER RELATED MATTERS:

(a) PROGRAM DOCUMENTS: Prior to the Municipality's use of any documents listed below in connection with this Agreement, the Municipality shall submit the following to HCD for approval: Lead-Based Paint Notice of Evaluation And/Or Presumption, Lead-based Paint Notice of Hazard Reduction Activity, bid documents and solicitation documents for all services, construction contract, notice of commencement, release of liens, warranty, extermination contract, mortgage, promissory note, notice of future advance, and affidavits. The Municipality shall use the above documents as approved by HCD in connection with this Agreement. After the execution of this Agreement, the Municipality agrees to submit, in like manner, any other Program documents requested of it by HCD for review and approval.

(b) DATE VALIDITY OF DOCUMENTS: The below identified documents contained in applicant files at the time of funding approval by HCD shall be no more than six months old:

- Income verifications and income affidavits.
- Verification of real estate and mortgage liabilities.
- Evidence of owner's funding.

Note: Construction and extermination contractor's bid proposal validity date may be voluntarily extended by a letter from the contractor, and if not voluntarily extended by the contractor, the Municipality shall procure such services again through the bid process.

(c) ADDITIONAL FUNDING: The Municipality may request additional funding in excess of amounts approved by HCD for a project (such as for change orders), prOvided that the sum of additional funding and original project funding does not exceed the funding limit per applicant established in this Agreement. In its request, the Municipality shall identify the purpose of the additional funds and provide a detailed accounting of the items to be funded.

In the instance where such sum would exceed the funding limit per applicant established in this Agreement, the applicant shall be given the opportunity to make up any funding short fall, and if not made up by the applicant, the Municipality may request HCD for a waiver allowing the sum to exceed such limit. The approval of waivers, if recommended by HCD, shall be made by means of an amendment to this Agreement to be executed by the parties with the same formality as this Agreement. Waivers may be considered in connection with the need for additional funds arising from unforeseen conditions related to the construction rehabilitation at the property, or in connection with any other needs deemed appropriate by HCD and otherwise regarded as eligible program costs as identified herein.

All additional funds, not included in the mortgage and promissory note, and provided after the mortgage and promissory note have been executed, shall be secured by means of a notice of future advance and promissory note, before such funds are expended. The notice of future advance and a copy of the promissory note shall be promptly recorded by the Municipality in the public records of Palm Beach County.

- (d) **TERMINATION OF FUNDING:** The Municipality shall take steps to terminate funding and accelerate loan repayment during the rehabilitation process if:
 - The applicant refuses or fails to allow the rehabilitation work to commence within thirty (30) days from construction contract award.
 - The applicant refuses or fails to allow completion of rehabilitation after commencement.
 - The applicant refuses to authorize payments associated with the project which have been deemed payable by HCD's Director.
 - An event of default occurs as specified in the mortgage or promissory note.The Municipality shall give the applicant notice of such termination and/or acceleration, as appropriate, with legal follow-up where necessary.
- (e) **SUBORDINATION OF MORTGAGE:** The Municipality shall establish a written policy for the future subordination of mortgages taken in connection with this Agreement provided that such policy aims at preserving homeownership, and provided that the execution of such subordination preserves or enhances the encumbered property's value, and that the execution of such subordination does not adversely affect the Municipality's financial interest in the rehabilitated property. The provisions of this clause shall survive the expiration of this Agreement.
- (f) **SATISFACTION OF MORTGAGE:** The Municipality shall issue the applicant a satisfaction of mortgage when the applicant has complied with all the terms and conditions contained in the mortgage and promissory note. Upon issuance, the Municipality shall record the satisfaction of mortgage in the public records of Palm Beach County and shall transmit the original to the applicant. The original recorded satisfaction of mortgage document shall be accompanied by the original mortgage and promissory note when transmitted to the applicant. The provisions of this clause shall survive the expiration of this Agreement.
- (g) **RETENTION OF APPLICANT FILES:** All applicant files (files for completed projects, files that are incomplete, and files for rejected applications) shall be retained by the Municipality for a period of five (5) years from the date of final closeout of the agreement between Palm Beach County Board of County Commissioners and the State of Florida for the 2005 Disaster Recovery Initiative Program, or the statutory required period (F.S. Chapter 119), whichever is longer. The provisions of this clause shall survive the expiration of this Agreement.

U. **SECTION 3 REQUIREMENTS:**

The Municipality agrees to comply with all Section 3 requirements applicable to contracts funded through this Agreement. Information on Section 3 is available at HCD upon request. The Municipality shall include the following, referred to as the Section 3 Clause, in every solicitation and every contract for every Section 3 covered project:

Section 3 Clause

- (a) The work to be performed under this contract is subject to the requirements of Section 3 of the Housing and Urban Development Act of 1968, as amended, 12 U. S.C. 1701u (Section 3). The purpose of Section 3 is to ensure that employment and other economic opportunities generated by HUD assistance or HUD-assisted projects covered by Section 3 shall, to the greatest extent feasible, be directed to low- and very low-income persons, particularly persons who are recipients of HUD assistance for housing.
- (b) The parties to this contract agree to comply with HUD's requirements in 24 CFR Part 135, which implement Section 3. As evidenced by their execution of this contract, the parties to this contract certify that they are under no contractual or other impediment that would prevent them from complying with the Part 135 regulations.
- (c) The contractor agrees to send to each labor organization or representative of workers with which the contractor has a collective bargaining agreement or other understanding, if any, a notice advising the labor organization or workers representative of the contractor's commitment under this Section 3 clause, and will post copies of the notice in conspicuous places at the work site where both employees and applicants for training and employment positions can see the notice. The notice shall describe the Section 3 preference, shall set forth minimum number and job titles subject to hire, availability of apprenticeship and training positions, the qualifications for each; and the name and location of the person(s) taking applications for each of the positions; and the anticipated date the work shall begin.

- (d) The contractor agrees to include this Section 3 clause in every subcontract subject to compliance with regulations in 24 CFR Part 135, and agrees to take appropriate action, as provided in an applicable provision of the subcontract or in this Section 3 clause, upon a finding that the subcontractor is in violation of the regulations in 24 CFR Part 135. The contractor will not subcontract with any subcontractor where the contractor has notice or knowledge that the subcontractor has been found in violation of the regulations in 24 CFR Part 135.
- (e) The contractor will certify that any vacant employment positions, including training positions, that are filled (1) after the contractor is selected but before the contract is executed, and (2) with persons other than those to whom the regulations of 24 CFR Part 135 require employment opportunities to be directed, were not filled to circumvent the contractor's obligations under 24 CFR Part 135.
- (f) Noncompliance with HUD's regulations in 24 CFR Part 135 may result in sanctions, termination of this contract for default, and debarment or suspension from future HUD assisted contracts.

V. REPORTS:

The Municipality shall submit to HCD detailed monthly and semi-annual reports as described below:

- (a) **MONTHLY REPORT:** The Municipality shall submit to HCD detailed monthly progress reports in the form provided as Exhibit 0 to this Agreement. Each report must account for the total activity for which the Municipality is funded under this Agreement. The progress reports shall be used by HCD to assess the Municipality's progress in implementing the project.
- (b) **SEMI-ANNUAL REPORT:** The Municipality shall submit to HCD detailed semi-annual reports in the form provided as Exhibit E to this Agreement. During the term of this Agreement, the Municipality shall each 31st day of March submit such report for the prior six month period beginning on the preceding 1st day of October, and ending on said 31st day of March. In addition, during the term of this Agreement, the Municipality shall each 30th day of September submit such report for the prior six month period beginning on the preceding 1st day of April, and ending on said 30th day of September.

The Municipality further agrees that HCD, in consultation with any parties it deems necessary, shall be the final arbiter on the Municipality's compliance with the above.

II. **THE COUNTY AGREES TO:**

- A. Provide funding for the above specified activities during the term of this Agreement, as follows:
 - (a) An amount of \$1,200,000: For payment of rehabilitation construction costs and related expenses regarded as eligible under this Agreement (including lead-based paint expenditures such as the cost of inspections and risk assessments, abatement, and clearance testing).
 - (b) An amount of \$36,000: For the costs of the Program Office as deemed eligible under this Agreement.
- B. Provide project administration and inspection to the Municipality to ensure compliance with U.S. HUD and the Department of Labor, and applicable State, Federal and County laws and regulations.
- C. Monitor the Municipality at any time during the term of this Agreement. Visits may be announced or unannounced as determined by HCD and will serve to ensure compliance with State and U.S. Department of HUD regulations, that planned activities are conducted in a timely manner, and to verify the accuracy of reporting to HCD on program activities.
- D. The County shall perform an environmental review of each project, and review and approve all aspects and expenditures of each project as specified herein. The County shall also perform Davis Bacon Act Labor Standards monitoring and enforcement. Environmental review costs incurred by the County may be charged to the project budget identified above.

EXHIBIT B

AUTHORIZATION TO RELEASE CONFIDENTIAL INFORMATION

I, the undersigned, authorize the Federal Emergency Management Agency (FEMA), the State of Florida, and appropriate agencies of the State of Florida responsible for providing disaster assistance to release information relating to my eligibility for monetary or other forms of assistance arising from the major disasters declared: Hurricanes Katrina FEMA-DR-1602-FL (dated August 28, 2005), and/or Wilma FEMA-DR-1609-FL (dated October 24, 2005) to those agencies that provide disaster-related assistance. This authorization permits the release of information that is deemed confidential under Federal and State Privacy Acts.

This authorization is given to obtain and/or provide assistance I need as a result of the prior referenced federal disaster(s) to insure that benefits are not duplicated. It includes the sharing of information about my application in FEMA's possession or under FEMA's control.

This authorization includes only information necessary to allow the appropriate agency or organizations to determine if I am eligible for assistance from that agency or organization. This information is not to be used for any other purpose.

I also understand and acknowledge that signing this does not guarantee that I will get assistance from Voluntary Agencies and/or appropriate Federal and State agencies. However, without my permission, my information cannot be shared with other agencies or organizations for consideration. I understand that I will still receive all FEMA assistance for which I am eligible.

This Authorization is submitted pursuant to 28 U.S.C. § 1746 under penalty of perjury.

OPTIONAL - I choose to exclude the following agencies from access to this information:

I understand that it is my choice to sign this Release:

Name (Printed)

Date

Signature

Pre-Disaster Address: _____

Current Address: _____

Phone or Message #: _____

FEMA Registration #: _____

(Updated 02/05/2006)
S:\CapImprv\2005DisasterRecoveryInitiative\RehabPrograms\RivieraBeach\AgmtMuni.wpd

**EXHIBIT C
ENVIRONMENTAL REVIEW CHECKLIST REQUEST**

DATE: _____

TO: Elena Escovar, Manager, Planning Section
Housing and Community Development

FROM: Name _____
City of Riviera Beach

RE: 2005 Disaster Recovery Initiative Program
Environmental Review Checklist Request

This is to request an Environmental Review checklist for the below identified rehabilitation project under the 2005 Disaster Recovery Initiative Program:

Property Owner(s):			
Property Address:			
Property Control No:			
Property is:	<input checked="" type="checkbox"/> Owner occupied	<input type="checkbox"/> Tenant occupied	
Number of Units:		Year Built:	(See below)

Attachment: Attach one front view photo and one side view photo of each structure mounted on a Photographic Survey form.

If the property was built more than 50 years ago: Complete the Rehabilitation Justification and Historical Background Information below.

**REHABILITATION JUSTIFICATION
AND
HISTORICAL BACKGROUND INFORMATION**

For structures built more than 50 years ago:

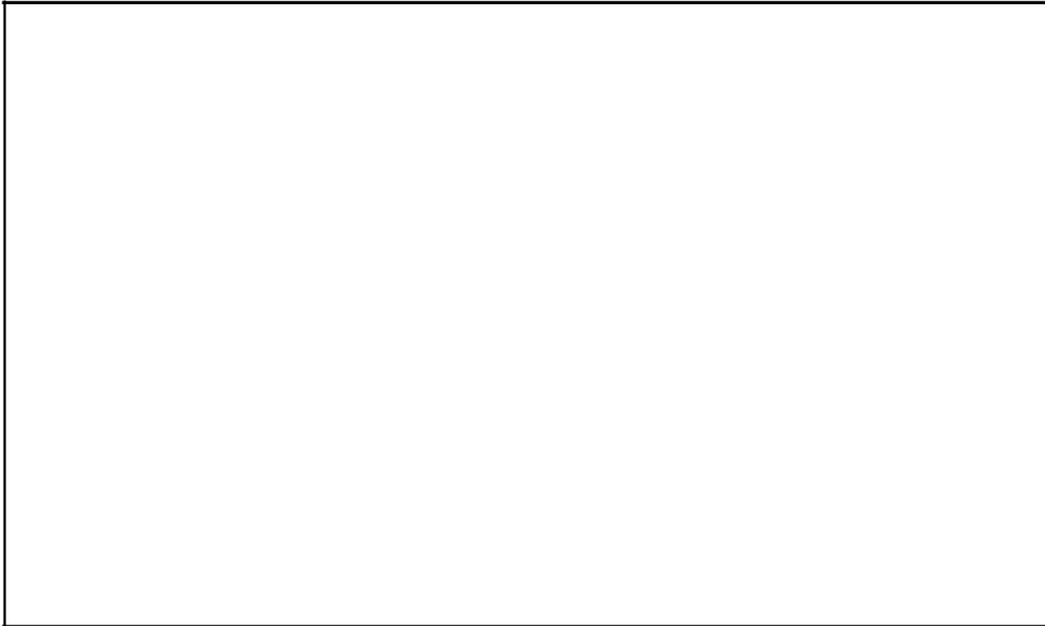
1. Provide a detailed justification for the rehabilitation of the above stated property. The information/documentation should describe the current condition/deterioration of the structure, and include both interior and exterior photographs: _____

2. Provide information on any historical events or individuals known to be associated with the above stated property: _____

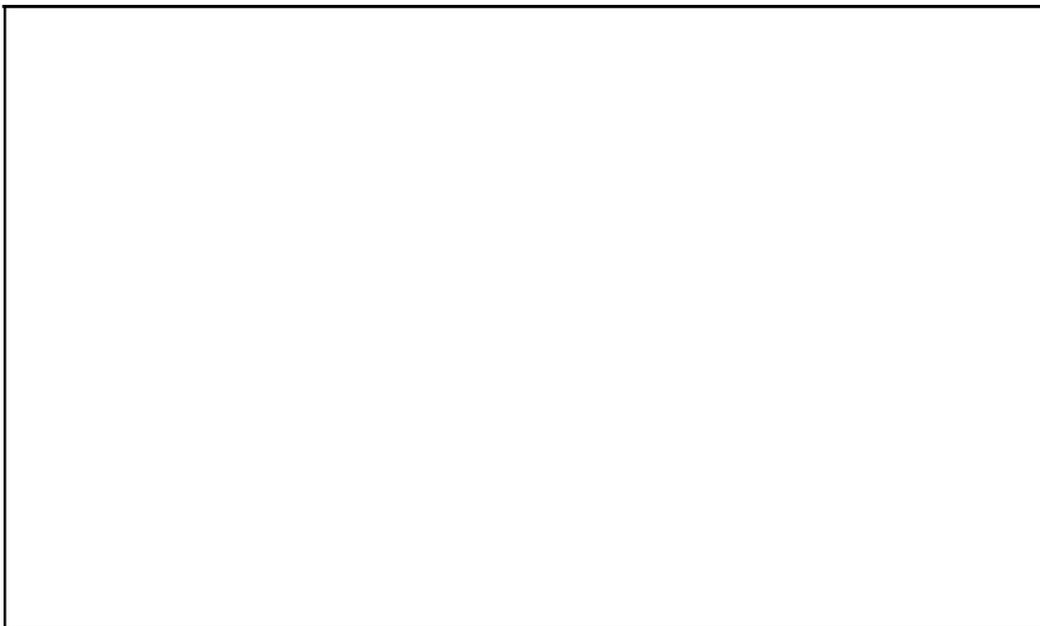
3. Provide information on the immediate surroundings of the above stated property. Is the property located next to a potential historic district? Provide photographs of the surrounding lots and/or buildings: _____

PHOTOGRAPHIC SURVEY

PROPERTY OWNER:	
PROPERTY ADDRESS:	
PHOTO DATE:	



FRONT VIEW



SIDE VIEW

EXHIBIT D

PALM BEACH COUNTY HOUSING & COMMUNITY DEVELOPMENT

MONTHLY NARRATIVE REPORT

Report For:	Month:	Year:
Subrecipient Name:	City of Riviera Beach	
Project Name:	2005 DRI Housing Rehabilitation	
Report Prepared By:		
	Name	Signature
		Date

BUDGETING AND EXPENDITURES

Amounts Expended this Reporting Period: CDBG Funds:\$ _ Other Funds:\$ _

Amounts Expended to Date:

//////	BUDGETED	EXPENDED	PERCENTAGE
CDBG Funds:	\$	\$	%
Other Funds: _____	\$	\$	%
Other Funds: _____	\$	\$	%
TOTAL:	\$	\$	%

Describe any changes in budgeted amounts during this reporting period and the source of funds:

Describe your efforts to obtain any additional funds for the project during this reporting period (if your project is underfunded): _____

PROJECT ACTIVITIES

Describe your accomplishments during the reporting period: _____

Describe any problems encountered during this reporting period: _____

Other comments: _____

Send report to: Amin Houry
 Department for Housing and Community Development
 160 Australian Avenue, Suite 500, West Palm Beach, FL 33406

City of Riviera Beach

EXHIBIT E

PALM BEACH COUNTY

HOUSING & COMMUNITY DEVELOPMENT

CONTRACTUAL OBLIGATIONS AND MBE REPORT

Project Name:	City of Riviera Beach - 2005 DRI Housing Rehabilitation	Report Date:	Page ___ of _ Pages
Report Period:	[] October 1, 200_, to March 31, 200_. [] April 1, 200_, to September 30, 200_.	Prepared By:	

Page 33 of 33

(1) Contractor/Subcontractor name and address (fill in for each contractor or subcontractor) Include all professional services such as consultants, engineers, architects, etc. that are funded under the agreement for this project . All contractors and subcontractors (with contracts over \$10,000) that are paid with CDBG funds must be included . Do not list previously reported information.	(2) Prime Contractor Employer Identification Number*	(3) Subcontractor Employer Identification Number* (see below)	(4) Contract Period		(5) Amount of Contract or Subcontract	(6) Type of Trade (1 thru 3) (see below)	(7) Contractor or Subcontractor Racial/Ethnic Code (1 thru 7) (see below)	Procurement Compliance Checklist				
			(a) Start Date	(b) End Date				(8) Section 3 (yes or no)	(9) WBE (yes or no)	(10) Small Business (yes or no)	(11) Davis Bacon (yes or no)	(12) Type of Procurement (see below)
Name: Street: City: State & Zip Code:												
Name: Street: City: State & Zip Code:												
Name: Street: City: State & Zip Code:												
Name: Street: City: State & Zip Code:												
Name: Street: City: State & Zip Code:												
(3) When subcontractor employer identification number is used, information in columns 4 through 11 must reflect the subcontractor information, not the prime contractor's information; also include the prime contractor's employer identification number. * Employer identification number or social security number			(6) Type of Trade Codes: 1 = New construction (including rehab, water, and sewer) 2 = Education/Training 3 = Other (including supply, professional services and other activities except construction and education/training)			(7) Racial/Ethnic Code: 1 = White American 5 = Asian/Pacific American 2 = Black American 6 = Hasidic Jews 3 = Native American 7 = Other 4 = Hispanic American (9) WBE = Women Business Enterprise			(12) Type of Procurement Code: CB = Competitive Bid E = Emergency Purchase CN = Competitive Negotiation NC = Non-Competitive Negotiation SP = Small Purchase			

RESOLUTION NO: 01-08

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF RIVIERA BEACH, PALM BEACH COUNTY, FLORIDA, DIRECTING THE CITY CLERK TO NOTICE AND PREPARE FOR SPECIAL ELECTION TO BE HELD WITHIN THE MUNICIPAL BOUNDARIES ON TUESDAY THE 11TH DAY OF MARCH, 2008 BETWEEN THE HOURS OF 7:00 AM AND 7:00 PM, IN CONJUNCTION WITH THE REGULAR CITY COUNCIL ELECTION, AT WHICH TIME THE FOLLOWING AMENDMENT TO THE CODE OF ORDINANCES SHALL BE SUBMITTED TO THE QUALIFIED ELECTORS OF THE CITY FOR APPROVAL OR REJECTION. AND PROVIDING FOR AN EFFECTIVE DATE.

WHEREAS, a qualified committee of five in the city of Riviera Beach initiated a petition process to circulate a request to place an amendment to the city code of ordinances; and

WHEREAS, the city charter provides for same; and the committee has requested to place the amendment on the ballot for the March 11th Municipal General Election.

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

SECTION 1. That the committee presented to the Palm Beach County Supervisor of Elections petition signatures to verified and upon completion of certification to be presented to the Riviera Beach City Clerk.

SECTION 2. The City of Riviera Beach City Clerk received a certification of 2946 signatures; same authenticates sufficiency to effect referendum special election.

SECTION 3. That the City Council hereby called and ordered a special to be held within the municipal boundaries on Tuesday, March 11, 2008 between the hours of 7:00 A.M. and 7:00 P.M., in conjunction with the regular city council election, at which time the following amendment to the City Codes of Ordinances shall be submitted to the qualified electors of the City for approval or rejection:

Shall the City Code of Ordinances be amended to include a section entitled "Wearing of Pants below the Waist".

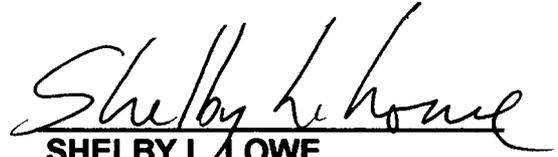
That this Resolution shall take effect upon it passage, or otherwise as stated.

PASSED AND APPROVED this 20 day of February 2008.

APPROVED:



THOMAS A. MASTERS
MAYOR


SHELBY L. LOWE
CHAIRPERSON

ATTEST:

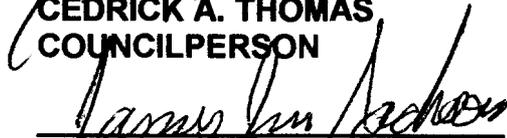


CARRIE E. WARD
MASTER MUNICIPAL CLERK
CITY CLERK


LYNNE L. HUBBARD
CHAIR PRO TEM


NORMA DUNCOMBE
COUNCILPERSON


CEDRICK A. THOMAS
COUNCILPERSON


JAMES "JIM" JACKSON
COUNCILPERSON

MOTIONED BY: _____

SECONDED BY: _____

S. LOWE:

L HUBBARD:

N. DUNCOMBE:

C. THOMAS:

J. JACKSON:

REVIEWED AS TO LEGAL SUFFICIENCY

PAMALA HANNA RYAN, CITY ATTORNEY

DATE: _____

RESOLUTION NO. 22.08

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF RIVIERA BEACH, PALM BEACH COUNTY, FLORIDA, AWARDING BID NO. 183-08 FOR POOL REPAIR SERVICES TO BARROW POOLS, INC. OF NORTH PALM BEACH, FLORIDA IN THE AMOUNT OF \$47,635 AND AUTHORIZING THE MAYOR AND CITY CLERK TO EXECUTE THE CONTRACT; AUTHORIZING THE FINANCE DIRECTOR TO APPROPRIATE GENERAL FUND FUND BALANCE IN THE AMOUNT OF \$56,398.50 TO PAY FOR SAME AND PROVIDE FOR A 10% PROJECT CONTINGENCY AND PROVIDING AN EFFECTIVE DATE.

WHEREAS, the City of Riviera Beach Recreation Department operates Barracuda Bay Aquatic Complex; and

WHEREAS, the contract with the County states that the City is responsible for the maintenance of the facility; and

WHEREAS, the City of Riviera Beach must pass Palm Beach County Health Department and Bureau of Fair Rides codes to be operable; and

WHEREAS, in accordance with the provisions of the City's Procurement Ordinance (2412), invitations to bid were publicly solicited to provide pool repairs; and

WHEREAS, the City of Riviera Beach must maintain a safe aquatic environment for all citizens and visitors.

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 hereby awards the contract for pool repair services to Barrow Pools, Inc. of North Palm Beach, FL in the amount of \$47,635.00, and authorizes the Mayor and City Clerk to execute the contract.

SECTION 2. The Finance Director is authorized to appropriate General Fund Fund Balance as follows: authorize the increase in the Aquatic Center operating lines; 001-1236-5720-4602 Repair & Maintenance Building (Barrow Pools \$47,635., Chemical Room Doors \$4,000 and 10% contingency \$4763.50) and 001-1236-5720-4604 Repair and Maintenance Equipment.

SECTION 3. The City Manager is authorized to approve change orders in amount not to exceed 10% of the bid amount for project contingencies.

RESOLUTION NO. —

PAGE 2

SECTION 4. The City Council authorizes the Mayor and Finance Director to pay this amount from the General Fund's Fund Balance.

SECTION 5. This Resolution shall take effect upon its passage and approval by City Council.

PASSED AND APPROVED this 20 day of February 2008.

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APPROVED:


THOMAS A. MASTERS
MAYOR

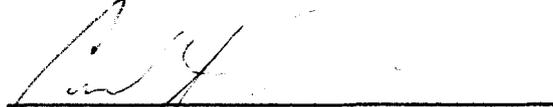

SHELBY L. LOWE
CHAIRPERSON

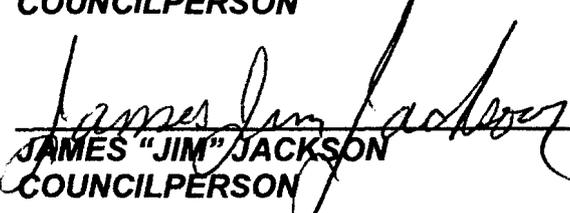
ATTEST:


CARRIE E. WARD,
MASTER MUNICIPAL CLERK
CITY CLERK


LYNNE L. HUBBARD
CHAIR PRO TEM


NORMA DUNCOMBE
COUNCILPERSON


CEDRICK THOMAS
COUNCILPERSON


JAMES "JIM" JACKSON
COUNCILPERSON

MOTIONED BY: _____

SECONDED BY: _____

S. LOWE _____

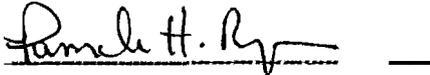
L. HUBBARD _____

C. THOMAS _____

N. DUNCOMBE _____

J. JACKSON _____

REVIEWED AS TO LEGAL SUFFICIENCY


PAAJALA HANNA RYAN, CITY ATTORNEY

DATE: 2/14/08

MATERIALS AND/OR SERVICE CONTRACT

THIS AGREEMENT made and entered into this 20 day of February 2008 by and between Barrow Pools, Inc., hereinafter referred to as "Independent Contractor," whose mailing address is 960 Laurel Road, North Palm Beach, FL 33408 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 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 repairs to the Competition Pool, Activity Pool, Water Slides and Water Pump Housing at Barracuda Bay Aquatic 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 four (4) weeks 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 \$47,635.00, as set forth in more detail in the scope of work in the RFP, 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. 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.
8. 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.
9. 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.

10. 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.

II. 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.

12. 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.

13. 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.

14. 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.

15. 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.

16. 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.

17. 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."

18. 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.

19. 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.

20. 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.

21. 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.

22. 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.

23. 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.

24. 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.

25. The Independent Contractor shall continuously maintain adequate protection of all work from damage, and shall protect such work and the City' 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.

26. 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.

27. 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.

28. 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.

29. 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.

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

31. 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.

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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

INDEPENDENT CONTRACTOR

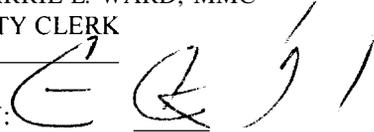
BY: 
THOMAS A. MASTERS,
MAYOR

BY: 
JOSEPH BARROW
CEO AND OWNER

ATTEST:

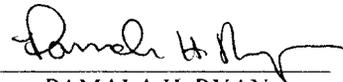
CARRIE E. WARD, MMC
CITY CLERK

(SEAL)

BY: 

APPROVED AS TO FORM AND
LEGAL SUFFICIENCY

APPROVED AS TO TERMS AND
CONDITIONS

BY: 
PAMALA H. RYAN
CITY ATTORNEY

BY: 
JOHN L. WILLIAMS
DIRECTOR, PARKS AND RECREATION

DATE: 2/14/08

CITY OF RIVIERA BEACH
 BID NO. 18308- REPAIRS FOR AQUATIC COMPLEX

EXHIBIT "A"

FEBRUARY 11, 2008 @ 3:00 PM

DESCRIPTION	Barrow Pools, Inc. 720 Kittyhawk Way North Palm Beach, FL 33408	
COMPETITION POOL:	LABOR: \$7,145.25 MATERIALS: \$7,145.25	LABOR: \$ MATERIALS: \$
ACTIVITY POOL:	LABOR: \$4,763.50 MATERIALS: \$4,763.50	LABOR: \$ MATERIALS: \$
WATER FEATURE PUMP HOUSING:	LABOR: \$1,190.88 MATERIALS: \$1,190.88	LABOR: \$ MATERIALS: \$
WATER SLIDE:	LABOR: \$10,717.87 MATERIALS: \$10,717.87	LABOR: \$ MATERIALS: \$
TOTAL BID	\$47,635.00	\$
Required Forms Received	YES\NO	YES\NO
Addendum 1:	YES\NO	YES\NO
NOTES:		

SCOPE OF WORK

The intent of this bid is to establish a single service contract between the City of Riviera Beach and a licensed/qualified contractor for the repair of loose pool coping and painting of Water-park Attractions.

The Contractor shall provide all labor, management, supervision, materials, parts, equipment, transportation, etc., necessary to furnish the desired painting services and pool coping rehabilitation for the City's Family Aquatics Complex, Barracuda Bay. The Park is located at 1621 West Blue Heron Blvd. Riviera Beach, Florida.

Please note all painted surfaces and appurtenances are continuously exposed to elevated levels of chlorine consistent with an environment where pool maintenance chemicals are used and stored.

Accordingly, all paint materials and replacement parts should be specially manufactured to perform under the corrosive chemical conditions which characterize the daily environment of the water park.

SURFACES

- 1) Before starting any painting, thoroughly examine all surfaces upon which painting and finishing is in any way dependent for perfect workmanship according to the intent of this Specification.
- 2) Painting shall include all necessary preparation work, including but not limited to, sanding, masking, spackling, patching, pressure cleaning, caulking, sealing, application of primer, and all necessary cleanup work.
- 3) The application of the first field coat shall be construed as evidence of acceptance of such underlying surfaces as being in the proper condition for application of work.

The City anticipates that various types of painting services and masonry work will be required under this contract. All work shall MEET OR EXCEED all applicable Federal, State and Local code requirements and shall at a minimum include the following repairs:

Competition Pool

Replace loose coping around perimeter of pool to include:

- (1) Remove all coping and bedding
- (2) Replace all coping with poured
- (3) Anchor horizontal and vertical rebar to pool shell
- (4) Form and pour concrete
- (5) Finish and texture to a non-skid finish
- (6) Install new depth markers and "No Diving" as requires

Water Slide

Seal all water leaks and mitigate corrosion:

- (1) Structural Metal Supports
 - a) Hydra-blast all metal surfaces using a 30-50 grade sand for removal of all loose paint, rusted and corroded steel
 - b) Treat all rusted areas with phosphoric acid
 - c) Prime all exposed steel with 2 coats (10mils) of 95% zinc coating, hot dipped galvanized equivalent
 - d) Pressure clean surrounding area with T.S.P. solution to remove all dirt, oils and debris from blasting
 - e) APpLy two (2) coats D.T.M, gloss Acrylic enamel

Activity Pool

Replace and install corroded and missing anchors and supports on mini-slides:

- (1) Fabricate and replacement supports with stainless steel
- (2) Replace fasteners with new 316 stainless steel
- (3) Cut flush end run-out section of blue slide

Water Feature Pump Housing

Inspect, repair and replace leaking and and damaged check valves:

- (1) Repair check valves and reinstall with new gaskets

Fiberglass Slides

Identify and properly seal all leaks

- (1) Fiberglass Slides (Interior Riding Surfaces)
 - a) Inspect and identify all leaking fiberglass connections and joints
 - b) Grind a V-groove, clean with solvent, prime and apply a bead of urethane sealant to all problem areas
- (2) Exterior Surface
 - a) Pressure clean surfaces with T.S.P. solution
 - b) Apply 2 coats gloss Acrylic Enamel
 - c) Color to match existing

MANDATORY PRE-BID CONFERENCE

DATE: FEBRUARY 4, 2008

TIME: 10 AM - 11 AM

LOCATION: 1621 W. BLUE HERON BLVD.
RIVIERA BEACH, FL 33404

RESOLUTION NO. 23-08

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF RIVIERA BEACH, PALM BEACH COUNTY, FLORIDA, AWARDING BID NO. 182-08 FOR PAINT AND REPAIR SERVICES TO WILLIAMS AND SON EXTERIOR AND INTERIOR PAINTING OF RIVIERA BEACH, FLORIDA IN THE AMOUNT OF \$19,000 AND AUTHORIZING THE MAYOR AND CITY CLERK TO EXECUTE THE CONTRACT; AUTHORIZING THE FINANCE DIRECTOR TO APPROPRIATE GENERAL FUND FUND BALANCE IN THE AMOUNT OF \$20,900 TO PAY FOR SAME AND PROVIDE FOR A 10% PROJECT CONTINGENCY AND PROVIDING AN EFFECTIVE DATE.

WHEREAS, the City of Riviera Beach Recreation Department operates Barracuda Bay Aquatic Complex; and

WHEREAS, the contract with the County states that the City is responsible for the maintenance of the facility; and

WHEREAS, the City of Riviera Beach must pass Palm Beach County Health Department and Bureau of Fair Rides codes to be operable; and

WHEREAS, in accordance with the provisions of the City's Procurement Ordinance (2412), invitations to bid were publicly solicited to provide pool repairs; and

WHEREAS, the City of Riviera Beach must maintain a safe aquatic environment for all citizens and visitors.

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

SECTION 1. That the City Council hereby awards the contract for repairs and painting services from Williams & Son Interior & Exterior Painting of Riviera Beach in the amount of \$19,000.00, and authorizes the Mayor and City Clerk to execute the contract.

SECTION 2. The Finance Director is authorized to appropriate General Fund Fund Balance as follows: authorize the increase in the Aquatic Center operating lines; 001-1236-5720-4602 Repair & Maintenance Building (Painting \$19,000 and 10% contingency \$1,900) and 001-1236-5720-4604 Repair and Maintenance Equipment.

SECTION 3. The City Manager is authorized to approve change orders in amount not to exceed 10% of the bid amount for project contingencies.

RESOLUTION NO. —
PAGE 2

SECTION 4. That the City Council authorizes the Mayor and Finance Director to pay this amount from the General Fund Fund Balance.

SECTION 5. This Resolution shall take effect upon its passage and approval by City Council.

PASSED AND APPROVED this 20 day of February 2008.

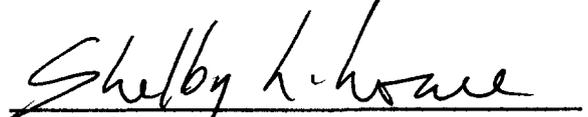
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RESOLUTION NO. _____

PAGE 3

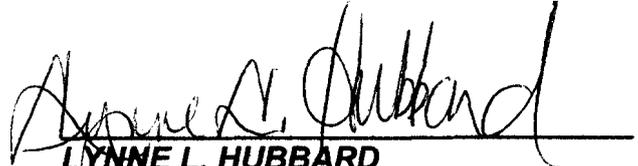
APPROVED:


THOMAS A. MASTERS
MAYOR


SHELBY L. LOWE
CHAIRPERSON

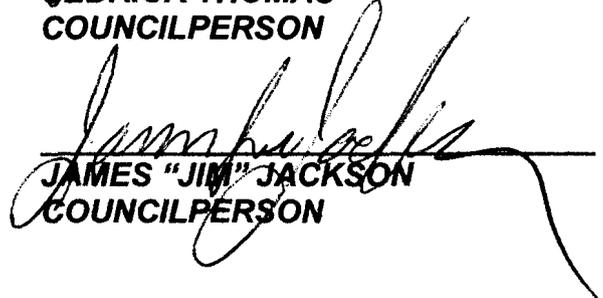
ATTEST:


CARRIE E. WARD,
MASTER MUNICIPAL CLERK
CITY CLERK


LYNNE L. HUBBARD
CHAIR PRO TEM


NORMA DUNCOMBE
COUNCILPERSON


CEDRICK THOMAS
COUNCILPERSON


JAMES "JIM" JACKSON
COUNCILPERSON

MOTIONED BY: _____

SECONDED BY: _____

S. LOWE _____

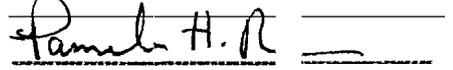
L. HUBBARD _____

C. THOMAS _____

N. DUNCOMBE _____

J. JACKSON _____

REVIEWED AS TO LEGAL SUFFICIENCY


PAMALA HANNA RYAN, CI AITORNEY

DATE: 2/14/08 _____

MATERIALS AND/OR SERVICE CONTRACT

THIS AGREEMENT made and entered into this 20 day of February, 2008 by and between Williams and Son Exterior & Interior Painting, hereinafter referred to as "Independent Contractor," whose mailing address is 1556 W. 10th Street, Apt. I, Riviera Beach, FL 33404 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 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 painting and repairs to Barracuda Bay Aquatic 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 four (4) weeks 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 \$19,000.00, as set forth in more detail in the scope of work in the RFP, 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. 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..
8. 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.
9. All of the services required herewlder 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.

10. 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.

11. 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.

12. 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.

13. 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.

14. 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.

15. 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.

16. 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.

17. 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."

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22. 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.

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24. 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.

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26. 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.

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28. 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.

29. 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.

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

31. 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.

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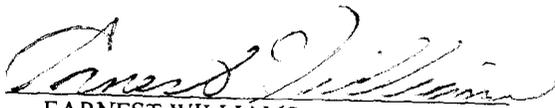
AGREEMENT WITH THE CITY OF RIVIERA BEACH

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

INDEPENDENT CONTRACTOR

BY: 
THOMAS A. MASTERS,
MAYOR

BY: 
EARNEST WILLIAMS
PRESIDENT/OWNER

ATTEST:

CARRIE E. WARD, MMC

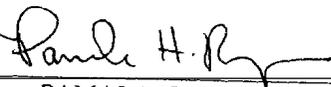
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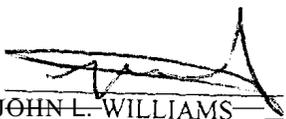
CITY CL

BY: 

APPROVED AS TO FORM AND
LEGAL SUFFICIENCY

APPROVED AS TO TERMS AND
CONDITIONS

BY: 
PAMALA H. RYAN
CITY ATTORNEY

BY: 
JOHN L. WILLIAMS
DIRECTOR, PARKS AND RECREATION

DATE: 2/14/08

EXHIBIT "A"

CITY OF RIVIERA BEACH
 BID NO. 18208- PAINTING OF CITY AQUATICS COMPLEX
 FEBRUARY 11, 2008 @ 3:00 PM

DESCRIPTION	Williams & Son Exterior & Interior Painting 1556 West 10th Street, Apt. #1 Riviera Beach, FL 33404	V.I.P. Painting, Inc. 11540 Wiles Road Coral Springs, FL 33076	Prime Painting 4530 N. Haitus Road, Ste. #104 Sunrise, FL 33351
MATERIALS	\$5,686.75	\$7,650.00	\$11,788.00
TOTAL COST	\$19,000.00	\$23,395.00	\$48,709.00
Required Forms Received	<u>YES\NO</u>	<u>YES\NO</u>	YES\NO
Addendum 1:	YES\NO	YES\NO	YES\NO
Addendum 2:	YES\NO	YES\NO	YES\NO
NOTES:			

SCOPE OF WORK

The intent of this bid is to establish a single service painting contract between the City of Riviera Beach and a licensed/qualified painting contractor. The Contractor shall provide all labor, management, supervision, materials, parts, equipment, transportation, etc., necessary to furnish painting services for the City water park, Barracuda Bay. The Park is located at 1621 West Blue Heron Blvd. Riviera Beach, Florida.

Please note all painted surfaces are continuously exposed to elevated levels of chlorine consistent with an environment where pool maintenance chemicals are used and stored.

Accordingly, all paint materials should be fade resistant and specially manufactured to perform under the corrosive chemical conditions which characterize the daily environment of the water park.

The complete painting and finishing of a building shall include recesses, returns, reveals, soffits, haunches and the like which form a part of the particular surface.

The City anticipates that various types of painting services will be required under this contract. Painting services may include, but not limited to, the below listed Federal Specification (in parenthesis). All work shall MEET OR EXCEED these requirements and any other Federal Specifications used.

- ACRYLIC EPOXY (TT-C-545)
- ACRYLIC ELASTOMERIC WATERPROOF COATING -FLAT (TT-C-555)
- ALKYD SEMI-GLOSS (TT-E-485)
- URETHANE ALKYD GLASS (TI-E-489)
- ENAMEL, INTERIOR, SEMI-GLASS (TI-E-508)
- ENAMEL ALKYD SEMI-GLASS (TI-E-529)
- BLOCK FILLER (TT-F-1098)
- FIRE RETARDANT LATEX (TT-P-26)
- PAINT, LATEX, INTERIOR FLAT (TI-P-29)
- PAINT, RUBBER FOR SWIMMING POOLS AND OTHER MASONRY SURFACES (TT-P-95)
- PRIMER COATING, INTERIOR, LATEX BASE (TI-P-650)
- ZINC RICH PRIMER (TT-P-1046)
- PAINT, EXT.LATEX FOR WOOD, WHITE & TINTS (TI-P-1510)
- PAINT, LATEX INTERIOR. GLOSS & SEMI-GLOSS (TI-P-1511)

SURFACES

- 1) Before starting any painting, thoroughly examine all surfaces upon which painting and finishing is in any way dependent for perfect workmanship according to the intent of this Specification.
- 2) Painting shall include all necessary preparation work, including but not limited to, sanding, masking, spackling, patching, pressure cleaning, caulking, sealing, application of primer, and all necessary cleanup work.
- 3) The application of the first field coat shall be construed as evidence of acceptance of such underlying surfaces as being in the proper condition for application of work.

Exterior Painting

Paint all surfaces except roof, murals and Water play structures in center of wading pool to include the following:

- (1) Two slides, stairway, railings, and supports
- (2) Pump area at competition - lap pool
- (3) All perimeter security and privacy walls
- (4) Concession Building walls and doors
- (5) Main entry gates
- (6) Main office building
- (7) Lifeguard building
- (8) Roof of two wave shaped overhangs over entry of lifeguard station

Interior Painting

- (1) Main reception area, match paint
- (2) Paint life guard station including bathroom

MANDATORY PRE-BID CONFERENCE

DATE: FEBRUARY 4, 2008

TIME: 10 AM - 11 AM

LOCATION: 1621 W. BLUE HERON BLVD.
RIVIERA BEACH, FL 33404

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

INDEPENDENT CONTRACTOR

BY: _____
THOMAS A. MASTERS,
MAYOR

BY: 
EARNEST WILLIAMS
PRESIDENT/OWNER

ATTEST:

CARRIE E. WARD, MMC
CITY CLERK

(SEAL)

BY: _____

APPROVED AS TO FORM AND
LEGAL SUFFICIENCY

APPROVED AS TO TERMS AND
CONDITIONS

BY: _____
PAMALA H. RYAN
CITY ATTORNEY

BY: 
JOHN L. WILLIAMS
DIRECTOR, PARKS AND RECREATION

DATE: _____

RESOLUTION NO. 24-08

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF RIVIERA BEACH, PALM BEACH COUNTY, FLORIDA, AUTHORIZING THE MAYOR AND CITY CLERK TO EXECUTE THE THIRD AMENDMENT TO THE SOLID WASTE AND RECYCLING COLLECTION AGREEMENT WITH WASTE MANAGEMENT, MODIFYING CERTAIN DEFINITIONS AND ADJUSTING THE LANGUAGE IN ORDER TO CLARIFY THE INTENT OF MODIFICATIONS MADE IN THE SECOND AMENDMENT; AND PROVIDING AN EFFECTIVE DATE.

WHEREAS, the City and Contractor are parties to that certain Solid Waste and Recycling Collection Franchise Agreement (the Agreement) dated September 17, 1997; and

WHEREAS, the Agreement provided that the initial term may be extended for two (2) additional five (5) year terms upon successful negotiations of the rates; and

WHEREAS, the City and Contractor exercised their rights and entered into the First Amendment to the Solid Waste and Recycling Franchise Agreement dated August 2, 2000, which extended the term of the Agreement through September 2005; and

WHEREAS, the City and Contractor by letter agreement approved by the City Council of the City of Riviera Beach extended the term to March 31, 2006; and

WHEREAS, the City and Contractor by letter agreement further extended that agreement through June 30, 2006, further if needed to complete the Second Amendment, at the then current rates; and

WHEREAS, the City and Contractor exercised their rights and entered into the Second Amendment to the Solid Waste and Recycling Franchise Agreement dated October 4, 2006, which extended the term of the Agreement through September 30, 2010; and

WHEREAS, the City and Contractor now desire to enter into a Third Amendment to modify and clarify the Second Amendment.

RESOLUTION NO.

PAGE: 2

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

SECTION 1. That the Mayor and City Clerk are authorized to execute the Third Amendment to the Solid Waste and Recycling Collection Franchise Agreement, attached hereto.

SECTION 2. That this Resolution shall take effect immediately upon its passage and approval by the City Council.

PASSED and APPROVED this 20 day of January, 2008.

[THE REST OF THIS PAGE LEFT BLANK INTENTIONALLY]

RESOLUTION NO. _____

PAGE - 3-

APPROVED:

Thomas A. Masters

THOMAS A. MASTERS
MAYOR

Shelby L. Lowe

SHELBY L. LOWE
CHAIRPERSON

Carrie E. Ward

CARRIE E. WARD,
MASTER MUNICIPAL CLERK
CITY CLERK

Lyn E. Hubbard

LYN E. HUBBARD
CHAIRPERSON

Norma Duncombe

NORMA DUNCOMBE
COUNCILPERSON

Cedrick A. Thomas

CEDRICK A. THOMAS
COUNCILPERSON

James "Jim" Jackson

JAMES "JIM" JACKSON
COUNCILPERSON

MOTIONED BY: _____

SECONDED BY: _____

S. LOWE _____

L. HUBBARD _____

N. DUNCOMBE _____

C. THOMAS _____

J. JACKSON _____

REVIEWED AS TO LEGAL SUFFICIENCY

Pamala Hanna Ryan

PAMALA HANNA RYAN/CITY ATTORNEY

DATE: 2/15/08

RESOLUTION NO. 25-08

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF RIVIERA BEACH, PALM BEACH COUNTY, FLORIDA, AUTHORIZING THE FINANCE DIRECTOR TO APPROPRIATE \$20,000 AND MAKE PAYMENT FROM ACCOUNT NO. 303-0716-541-2-3106 TO THE TCRPC FOR THE REEVALUATION OF THE DESIGN OF SR 710; AND PROVIDING FOR AN EFFECTIVE DATE.

WHEREAS, the CRA has engaged the services of the TCRPC staff to perform a public charrette process and produce a vision plan for the Community Redevelopment Area; and

WHEREAS, through the charrette process, the TCRPC staff recommended that the design of SR 710 be modified from its current FOOT design; and

WHEREAS, in order for the TCRPC staff to develop preliminary design alternatives for SR 710, the TCRPC staff is required to retain the services of a professional civil engineer for an estimated cost of \$40,000; and

WHEREAS, the CRA has allocated \$20,000 toward the \$40,000 cost of professional civil engineering services for the TCRPC; and

WHEREAS, the City has found that it is in the best interest of the City to have the TCRPC staff explore the possibility of preliminary design alternatives to the proposed FOOT design of SR 710 by allocating \$20,000 toward this effort.

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

SECTION 1. That the City Manager is authorized to expend up to \$20,000 for the TCRPC staff to prepare preliminary design alternatives for SR 710.

SECTION 2. That the Finance Director is authorized to appropriate \$20,000 in the Impact Fee fund and to make payment for the TCRPC services from account No. 303-0716-541-2-3106 not to exceed \$20,000.

RESOLUTION NO. 25-08
PAGE -2-

Section 3. This resolution shall take become effective upon its passage.

PASSED and APPROVED this 20 day of February, 2008

{THE REMAINDER OF THIS PAGE LEFT BLANK INTENTIONALLY}

APPROVED:

Thomas A. Masters
THOMAS A. MASTERS
MAYOR

Shelby L. Owe
SHELBY L. OWE
CHAIRPE SON

ATTEST:

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

Lynne L. Hubbard
LYNNE L. HUBBARD
CHAIR PRO TEM

Norma Duncombe
NORMA DUNCOMBE
COUNCILPERSON

Cedrick A. Thomas
CEDRICK A. THOMAS
COUNCILPERSON

James "Jim" Jackson
JAMES "JIM" JACKSON
COUNCILPERSON

MOTIONED BY: J. JACKSON _____

SECONDED BY: L. HUBBARD

S. LOWE _____ AYE

L. HUBBARD _____ AYE

C. THOMAS _____ AYE

N. DUNCOMBE _____ AYE

J. JACKSON _____ AYE

REVIEWED AS TO LEGAL SUFFICIENCY

Pamala Hanna Ryan
PAMALA HANNA RYAN, CITY ATTORNEY

DATE: 2/13/08

RESOLUTION NO. 2608

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF RIVIERA BEACH, PALM BEACH COUNTY, FLORIDA, ACCEPTING THE AUDIT FOR FISCAL YEAR ENDING SEPTEMBER 30, 2006.

WHEREAS, the City of Riviera Beach is required to have an independent audit completed every year; and

WHEREAS, the auditors, Nowlen, Holt and Miner, P.A., Certified Public Accountants, have performed an examination of the general purpose financial statements of the City of Riviera Beach for the year ending September 30, 2006, in order to express an opinion on the fairness with which they present the financial position and the results of operations in conformity with generally accepted governmental accounting principles, and an examination to determine whether operations are properly conducted in accordance with legal and regulatory requirements; and

WHEREAS, in all material respects, the primary government financial statements present fairly, the financial position of the primary government of the City of Riviera Beach as of September 30, 2006, without qualification or limitation; and

WHEREAS, in addition to the Financial Statements, the audit also includes a report on compliance for major Federal and State awards, a report on Compliance and Internal Control over Financial Reporting and the Management Letter which identifies any management weaknesses observed and offers recommendations for changes in accounting and other procedures if needed.

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

SECTION 1. That the City Council hereby accepts the annual audit for fiscal year ending September 30, 2006.

SECTION 2. This resolution shall take effect upon its passage and approval by the City Council.

PASSED AND APPROVED this

20

day of February, 2008.

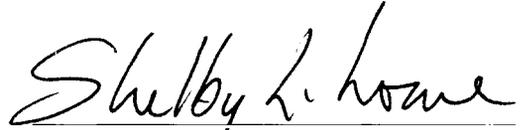
RESOLUTION NO. _____

PAGE : 2-

APPROVED:



THOMAS A. MASTERS
MAYOR



SHELBY L. LOWE
CHAIRPERSON



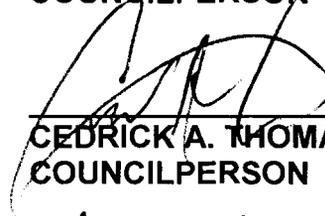
CARRIE E. WARD
MASTER MUNICIPAL CLERK
CITY CLERK



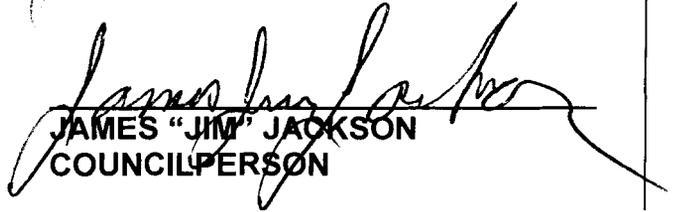
LYNNE L. HUBBARD
CHAIR PRO TEM



NORMA DUNCOMBE
COUNCILPERSON



CEDRICK A. THOMAS
COUNCILPERSON



JAMES "JIM" JACKSON
COUNCILPERSON

MOTIONED BY: _____

SECONDED BY: _____

S. LOWE _____

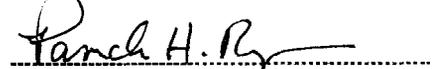
L. HUBBARD _____

N. DUNCOMBE _____

C. THOMAS _____

J. JACKSON _____

REVIEWED AS TO LEGAL SUFFICIENCY


PAMALA HANNA RYAN, CITY ATTORNEY

DATE: 2/12/08

RESOLUTION NO. 27-08

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF RIVIERA BEACH, PALM BEACH COUNTY, FLORIDA, APPROVING THE AT&T MASTER AGREEMENT WHICH REGULATES THE SERVICE TERMS AND RESPONSIBILITIES OF THE CITY AND AT&T CORPORATION AND APPROVING THE ADDENDUM TO THE MASTER AGREEMENT TO PURCHASE EQUIPMENT AND SERVICES IN THE AMOUNT OF \$170,887; AUTHORIZING THE MAYOR AND CITY CLERK TO EXECUTE THE CONTRACT; AUTHORIZING AN ADDITIONAL \$21,464 IN OTHER PROJECT-RELATED COSTS; FURTHER AUTHORIZING THE INTERIM FINANCE DIRECTOR TO APPROPRIATE FUND BALANCE IN THE CAPITAL IMPROVEMENT FUND IN THE AMOUNT OF \$192,351 AND BUDGET THE EXPENDITURE OF FUNDS FROM THE CAPITAL IMPROVEMENT FUND ACCOUNT 305-0243-519-0-6351 FOR THE EQUIPMENT AND SERVICES REQUIRED IN THE COMPUTER NETWORK INFRASTRUCTURE PROJECT; AND PROVIDING FOR AN EFFECTIVE DATE.

WHEREAS, the City needs an approved AT&T Master Agreement in place with AT&T Corporation for the purchase of various AT&T products and services; and

WHEREAS, the City needs to approve a separate but related AT&T Network Integration Services and Equipment Resale Addendum for the purchase of Cisco computer network infrastructure equipment and services that is made possible by the AT&T Master Agreement; and

WHEREAS, the City's existing computer network infrastructure equipment is obsolete, inflexible, out of warranty and no longer meets the City's current and future needs; and

WHEREAS, staff has evaluated several options and recommends AT&T's Cisco computer network infrastructure equipment solution as the best overall value to provide a robust network infrastructure for City employees and other computer users and improve productivity; and

WHEREAS, AT&T's technical team has knowledge of the City's existing computer network infrastructure, which will help expedite the installation and configuration of Cisco network routers, switches and firewall; and

WHEREAS, the Cisco computer network infrastructure solution provides a robust, highly flexible and cost effective solution that will help increase employee productivity and allow staff to manage the City's network and infrastructure equipment so that they can install critical Information Technology projects quickly and without bureaucratic delay.

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

SECTION 1. The Mayor and City Clerk are authorized to execute the AT&T Master Agreement and the AT&T Network Integration Services and Equipment Resale Addendum for Cisco network infrastructure equipment and services, totaling \$170,887.

SECTION 2. That other one-time computer network infrastructure project-related expenses, such as Shipping Charges for equipment, Network Management System, Cisco Equipment and Security Training and Uninterrupted Power Supply Units, totaling \$21,464 are hereby authorized.

SECTION 3. The Interim Finance Director is authorized to appropriate Fund Balance in the Capita/Improvement Fund (305) and set up a budget in the amount of \$192,351 (\$170,887 + 21,464) and make payment for same as follows:

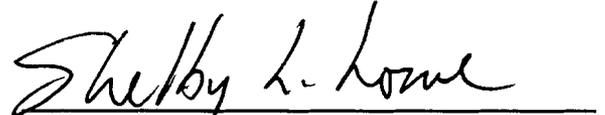
Revenue:		
CapitalImprov Fund	\$192,351	305-00-399999
Fund Balance		
Expenditure		
Ethernet Capital Improv		
Other Than Bldg	\$192,351	305-0243-519-0-6351

SECTION 6. That this Resolution shall take effect immediately upon its passage and approval by the City Council.

PASSED and APPROVED this 20 day of February 2008.

APPROVED:


THOMAS A. MASTERS
MAYOR


SHELBY L. LOWE
CHAIRPERSON

ATTEST:

CARRIE E. WARD
MASTER MUNICIPAL CLERK
CITY CLERK


LYNNE L. HUBBARD
CHAIR PRO TEM


NORMA DUNCOMBE
COUNCILPERSON


K. A. THOMAS


JAMES "JIM" JACKSON
COUNCILPERSON

MOTIONED BY: C. Thomas

SECONDED BY: J. Jackson

S. LOWE aye

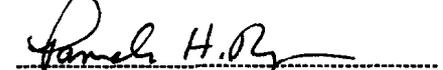
L. HUBBARD aye

C. THOMAS aye

N. DUNCOMBE aye

J. JACKSON aye

REVIEWED AS TO LEGAL SUFFICIENCY


PAMALA HANNA RYAN, CITY ATTORNEY

DATE: 2/13/08



AT&T MASTER AGREEMENT 1
 MA Reference No. 12954

CUSTOMER ("Customer") City of Riviera Beach	AT&T Corp. ("AT&T") AT&T Corp. (If International, insert AT&T Legal Entity Signing Name)
CUSTOMER Address Street Address 600 West Blue Heron Blvd City Riviera Beach State FL Zip Code 33404 Country USA	AT&T Address One AT&T Way Bedminster, NJ 07921-0752 (If International, insert AT&T Legal Entity Information)
CUSTOMER Contact Name: Cart Chandler Title: IT Telephone: 561-845-4028 Fax: 561- 840-3188 Email: cdchandler@rivierabch.com	AT&T Contact Master Agreement Support Team Email: masl@att.com

This Agreement consists of this Master Agreement and all schedules, exhibits and service order attachments ("Attachments") appended hereto or subsequently signed by the parties, and that reference this Master Agreement (collectively, this "Agreement"). In the event of an inconsistency among terms, the order of priority shall be the applicable Attachment (including its Addenda, if any), then the applicable Pricing Schedule, then this Master Agreement, then, if applicable, AT&T's Acceptable Use Policy, and then any applicable Service Guide.

This Agreement shall become effective when signed by authorized representatives of both parties and shall continue in effect so long as Service is being provided hereunder.

Document(s) Appended:

- Comprehensive Service Order Attachment

IN WITNESS WHEREOF, the PARTIES OF THE CITY OF RIVIERA BEACH, FLORIDA has made and executed this Contract on behalf of the CITY, and the COMPANY has hereunto set its hand the day and year above written.

CITY OF RIVIERA BEACH
 BY: [Signature]
 THOMAS MASTERS,
 MAYOR

AT&T
 BY: [Signature]
 AUTHORIZED SIGNATURE
 I3Y EVA P Smith
 PRINTED NAME
Customer Contracts Specialist
 TITLE
 DATE: 2/5/2008

ATTEST:
 BY: [Signature] 2/20/08
 CARRIE E. WARD
 MASTER MUNICIPAL CLERK
 CITY CLERK

APPROVED AS TO TERMS AND
 CONDITIONS

BY: Carl Chandler GENERAL TERMS AND CONDITIONS
CARL CHANDLER
IS MANAGER

APPROVED AS TO FORM AND
LEGAL SUFFICIENCY

BY: Pamela H. Ryan
PAMALAH.RYAN.
CITY ATTORNEY

Date: 2/6/08

General Terms and Conditions

The following terms and conditions shall apply to the provision and use of Service provided by AT&T pursuant to this Agreement. "Service" means the individual components of a Service that Customer orders under a Pricing Schedule.

1.0 DEFINITIONS

The following terms shall have the meanings set forth below:

"AUP" means AT&T's Acceptable Use Policy, as revised by AT&T from time to time, located at www.att.com/aup or such other AT&T-designated location.

"Affiliate" of a party means any entity that controls, is controlled by or is under common control with such party.

"AT&T", for purposes of all remedies and limitations of liability set forth in this Agreement or an Attachment, means AT&T, its Affiliates, and its and their employees, directors, officers, agents, representatives, subcontractors, interconnection and co-location

service providers and suppliers . . .

"AT&T CPE" means equipment provided under this Agreement by AT&T or its suppliers and located at a Site. AT&T CPE includes any internal code required to operate such Equipment. AT&T CPE does not include Customer Equipment or Purchased Equipment.

"AT&T Software" means all Software other than Third-Party Software.

"Content" means information (excluding AT&T information) made available, displayed or transmitted (including, Without limitation, information made available by means of an HTML "hot link"; a third party posting or similar means) in connection With a Service, including all trademarks, service marks and domain names contained therein, Customer and User data, and the contents of any bulletin boards or chat forums, and, all updates, upgrades, modifications and other versions of any of the foregoing.

"Customer", for purposes of all remedies and limitations of liability set forth in this Agreement or an Attachment, means Customer, its Affiliates, and its and their employees, directors, officers, agents, and representatives.

"Customer Equipment" means equipment owned by Customer. Customer Equipment includes any internal code required to operate such Equipment.

"Damages" means collectively all injury, damage, liability, loss, penalty interest and expense incurred.

"Equipment" means "AT&T CPE", "Customer Equipment" and "Purchased Equipment".

"INFORMATION" means proprietary information of either party that is disclosed to the other party in the course of performing or evaluating potential amendments to this Agreement, provided such information (except for Content) is in written or other tangible form that is clearly marked as "proprietary" or "confidential".

"Marks" means each party's trade names, logos, trademarks, service marks or other indicia of origin.

"Pricing Schedule" means a pricing schedule to an Attachment.

"Purchased Equipment" means equipment sold under this Agreement by AT&T to Customer. Purchased Equipment includes any internal code required to operate such Equipment.

"Service" means a service (including Equipment) provided under this Agreement.

"Service Guide" means the applicable portion of a Service Guide that is identified and incorporated in an Attachment.

"Site" means a Customer physical location, including a Customer co-location space on AT&T premises, where AT&T installs or provides a Service.

"Software" means all software and associated written and electronic documentation and data licensed by AT&T to Customer in connection with a Service. Software does not include software that is not furnished to Customer.

"Third-Party Software" means Software that AT&T licenses from a third party.

"User" means anyone (including Customer Affiliates) who uses or accesses any Service purchased by Customer under this Agreement, but excluding unauthorized parties that, after Customer has taken commercially reasonable steps to prevent unauthorized access, use or access a Service without Customer's knowledge.

2.0 CHARGES AND BILLING

2.1 Customer shall pay AT&T for Customer's and Users' use of the Services at the rates and charges specified in the Attachments and the Pricing Schedules, without deduction, setoff or delay for any reason. Charges set forth in the Attachments and the Pricing Schedules are exclusive of any applicable taxes. At Customer's request and with AT&T's consent (which may be withheld if AT&T determines there would be operational impediments or an inability to claim tax credits), Customer's Affiliates will be invoiced separately and AT&T will accept payment from such Affiliates; provided, however, Customer shall remain responsible for payment if its Affiliate does not pay charges in accordance with this Agreement. AT&T may require Customer to tender a deposit if AT&T determines in its reasonable judgment that Customer is not creditworthy.

2.2 Customer shall pay all taxes (excluding those on AT&T's net income), duties, levies, shipping charges and other similar charges (and any associated Interest and penalties) relating to the sale, transfer of ownership, installation, license use or provision of the Services, except to the extent a valid tax exemption certificate is provided by Customer to AT&T prior to the delivery of Services. To the extent Customer is required to withhold or deduct non-U.S. income taxes from payments due to AT&T, Customer shall use reasonable commercial efforts to reduce such tax to the maximum extent possible giving effect to the applicable Tax Convention and shall furnish AT&T with such evidence as may be required by U.S. taxing authorities to establish that such tax has been paid so that AT&T may claim any applicable credit.

2.3 Payment is due within thirty (30) days after the date of the invoice and must refer to the invoice number. Charges will be quoted and Invoices shall be paid in the currency specified in invoice. Restrictive endorsements or other statements on checks accepted by AT&T will not apply. Customer shall reimburse AT&T for all costs associated with collecting delinquent or non-payment. Where payments are overdue, AT&T may assess

General Terms and Conditions

interest charges at the lower of 1.5% per month (18% per annum) or the maximum rate allowed by law.

2.4 Customer shall not be responsible for payment of charges for AT&T Services invoiced more than six (6) months after close of the billing month in which the charges were incurred, except for automated or live operator assisted calls of any type. Customer must provide written notice to AT&T specifically identifying all disputed charges and the reason for nonpayment within six (6) months after the date of the affected invoice or else Customer waives the dispute. Payment of such disputed charges will not be considered overdue pending investigation by AT&T. Payment of any disputed charges that are determined by AT&T to be correct as a result of such investigation must be made within fifteen (15) days of AT&T's notice to Customer.

3.0 RESPONSIBILITIES OF THE PARTIES; AFFILIATES

3.1 AT&T agrees to provide Services to Customer in accordance with this Agreement, subject to the geographic and technical scope of the Services and availability of necessary facilities, equipment and access.

3.2 Each party shall comply with all applicable laws and regulations.

3.3 AT&T grants to Customer the right to pennit Users to access and use the Services, provided that Customer shall remain solely responsible for such access and use

3.4 If a Service is provided over or includes access to the Internet, Customer and its Users shall comply with the AUP. If Customer fails to rectify a violation of the AUP within five (5) days after receiving notice thereof from AT&T, then AT&T may suspend the applicable portions of the Service. AT&T reserves the right, however, to act immediately and without notice to suspend or tenninate Service in response to a court order or government notice that certain conduct must be stopped or when AT&T reasonably determines: (i) that it may be exposed to sanctions or prosecution; (ii) that such violation may cause harm to or interfere with the integrity or nonnal operations or security of AT&T's network or networks with which AT&T is interconnected or interfere with another customer's use of AT&T Services or the Internet; or (iii) that such violation otherwise presents imminent risk of hann to AT&T or AT&T's customers or their respective employees.

3.5 Except for IP addresses, domain names and telephone numbers expressly registered in Customer's name, all IP addresses, AT&T-based domain names and telephone numbers shall remain, at all times, property of AT&T and shall be nontransferable and Customer shall have no right to use such IP addresses, AT&T-based domain names or telephone numbers upon tennination or expiration of the applicable Pricing Schedule,

3.6 Customer grants AT&T access rights to the property and premises that Customer controls. Customer shall cooperate with AT&T's efforts to procure such access rights for the portions of the property not under Customer's control. Access rights include (i) the right to construct, install, repair, maintain, replace and remove access lines and network facilities, as well as the use of ancillary eqUipment space within the building, for the connection of

customer to AT&T's network using AT&T-owned or AT&T-leased facilities; and (ii) 24 hours a day, 7 day a week access to the access lines and network facilities on the customer controlled property,

3.7 Unless applicable local law or regulation mandates otherwise, Customer may not resell any portion of a Service to third parties,

3.8 Any AT&T Affiliate or Customer Affiliate may sign an Attachment or add a Pricing Schedule to an Attachment in its own name and such Affiliate contract will be considered a separate, but associated, contract, incorporating these General Terms and Conditions and the terms of the Attachment (with the Affiliate being substituted for AT&T or Customer, as applicable); provided, however, that AT&T and Customer shall be responsible for their respective Affiliates' performance pursuant to such Affiliate contract.

4.0 USE OF INFORMATION

4.1 This Agreement shall be deemed to be AT&T and Customer's INFORMATION. Customer's Content shall be deemed to be Customer's INFORMATION,

4.2 Each party's INFORMATION shall, for a period of three (3) years following its disclosure (except in the case of Software, for an indefinite period): (i) be held in confidence; (ii) be used and transmitted between countries only for purposes of performing this Agreement (including in the case of AT&T, the ability to monitor and record Customer's transmissions in order to detect fraud, check quality, and to operate, maintain and repair the Services), using the Services or evaluating potential amendments to this Agreement; and (iii) not be disclosed except to the receiving party's employees, agents and contractors having a need-to-know (provided that such agents and contractors are not direct competitors of the other party and agree in writing to use and disclosure restrictions as restrictive as this Article 4), or to the extent required by law (provided that prompt advance notice is provided to the disclosing party to the extent practicable).

4.3 The restrictions in this Article shall not apply to any infonnation that: (i) is independently developed by the receiving party; or (ii) is lawfully received by the receiving party free of any obligation to keep it confidential; or (iii) becomes generally available to the public other than by breach of this Agreement.

4.4 Both parties agree to comply with privacy laws applicable to their respective businesses. Customer shall obtain any User consents legally required relating to handling of User's Content. If Customer believes that, in the course of providing Services under this Agreement, AT&T will have access to data Customer does not want AT&T personnel to comprehend, Customer should encrypt such data so that it will be unintelligible.

5.0 PUBLICITY AND MARKS

5.1 Neither party may issue any public statements or announcements relating to this Agreement without the prior written consent of the other party,

5.2 Each party agrees not to display or use, in advertising or otherwise, any of the other party's Marks without the other party's

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prior written consent, provided that such consent may be revoked at any time.

6.0 SOFTWARE

6.1 AT&T grants Customer a personal, non-transferable and non-exclusive license (without the right to sublicense) to use Software, in object code form, solely in connection with the Service(s) for which the Software is provided and solely in accordance with applicable written and electronic documentation. Customer will refrain from taking any steps to reverse assemble, reverse compile or otherwise derive a source code version of the object code of the Software. The Software shall at all times remain the sale and exclusive property of AT&T or its suppliers.

6.2 Customer shall not copy or download AT&T Software, except that Customer shall be permitted to make two (2) copies of AT&T Software, one for archive and the other for disaster recovery purposes. Any copy must contain the same copyright notices and proprietary markings as the original AT&T Software.

6.3 To the extent that use of Software by a User is required for the use of a Service, Customer's Users may use the Software licensed to Customer under this Agreement for that purpose. Customer shall assure that Customer's Users comply with the terms and conditions of this Article 6.

6.4 The term of the license granted hereunder shall be coterminous with the term of the related Services,

6.5 Customer agrees to comply with the terms and conditions that are provided with any Third-Party Software and, in the event of a conflict, such Third-Party terms and conditions will take precedence over this Agreement as to such Third Party Software. AT&T will pass through to Customer any warranties available from its Third Party Software suppliers, to the extent that AT&T is permitted to do so under its contracts with those suppliers,

6.6 AT&T warrants that all AT&T Software will perform substantially in accordance with its applicable published specifications for the term of the license that covers the AT&T Software. If Customer returns to AT&T, within such period, any AT&T Software that does not comply with this warranty, then AT&T, at its option, will either repair or replace the portion of the AT&T Software that does not comply or refund any amount Customer prepaid for the time periods following return of such failed or defective AT&T Software to AT&T. This warranty will apply only if the AT&T Software is used in accordance with the terms of this Agreement and is not altered, modified or tampered with by Customer or Users,

7.0 ADJUSTMENTS TO MINIMUM COMMITMENTS

In the event of a business downturn beyond Customer's control, or a corporate divestiture, merger, acquisition or significant restructuring or reorganization of Customer's business, or network optimization using other AT&T Services, or reduction of AT&T's rates and charges, or force majeure events, any of which significantly impairs Customer's ability to meet Customer's minimum commitments, if any, AT&T will offer to adjust the affected minimum commitments so as to reflect Customer's reduced traffic volumes, after taking into account the effect of such

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a reduction on AT&T's costs and the AT&T prices that would otherwise be available at the revised minimum commitment levels. If the parties reach mutual agreement on revised minimum commitments, AT&T will amend or replace the affected Pricing Schedules, as applicable. Notwithstanding the foregoing, this provision shall not apply to a change resulting from a decision by Customer to transfer portions of Customer's traffic or projected growth to service providers other than AT&T. Customer must give AT&T written notice of the conditions Customer believes will require the application of this provision. This provision does not constitute a waiver of any charges, including, but not limited to, monthly recurring charges and shortfall charges, incurred by Customer prior to amendment or replacement of the affected Pricing Schedules.

8.0 FORCE MAJEURE

Neither AT&T nor Customer shall be liable for any delay, failure in performance, loss or damage due to fire, explosion, power blackout, earthquake, flood, the elements, strike, embargo, labor disputes, acts of civil or military authority, war, terrorism, acts of God, acts of the public enemy, acts or omissions of carriers or suppliers, acts of regulatory or governmental agencies, or other causes beyond such party's reasonable control, whether or not similar to the foregoing,

9.0 LIMITATIONS OF LIABILITY

9.1 EITHER PARTY'S ENTIRE LIABILITY AND THE OTHER PARTY'S EXCLUSIVE REMEDIES FOR ANY CLAIMS ARISING IN CONNECTION WITH ANY SERVICE OR OBLIGATIONS UNDER THIS AGREEMENT SHALL BE:

(i) FOR BODILY INJURY OR DEATH TO ANY PERSON, OR REAL OR TANGIBLE PROPERTY DAMAGE, NEGLIGENTLY CAUSED BY A PARTY, OR DAMAGES ARISING FROM THE WILLFUL MISCONDUCT OF A PARTY OR ANY BREACH OF ARTICLES 4 (Use of Information) OR 5 (Publicity and Marks), THE OTHER PARTY'S RIGHT TO PROVEN DIRECT DAMAGES;

(ii) FOR DEFECTS OR FAILURES OF SOFTWARE, THE REMEDIES SET FORTH IN ARTICLE 6 (Software);

(iii) FOR INTELLECTUAL PROPERTY INFRINGEMENT, THE REMEDIES SET FORTH IN ARTICLE 11 (Further Responsibilities);

(iv) FOR DAMAGES OTHER THAN THOSE SET FORTH ABOVE AND NOT EXCLUDED UNDER THIS AGREEMENT, EACH PARTY'S LIABILITY SHALL BE LIMITED TO PROVEN DIRECT DAMAGES NOT TO EXCEED PER CLAIM (OR IN THE AGGREGATE DURING ANY TWELVE (12) MONTH PERIOD) AN AMOUNT EQUAL TO THE TOTAL NET CHARGES INCURRED BY CUSTOMER FOR THE AFFECTED SERVICE IN THE RELEVANT COUNTRY DURING THE THREE (3) MONTHS PRECEDING THE MONTH IN WHICH THE DAMAGE OCCURRED, THIS SHALL NOT LIMIT CUSTOMER'S RESPONSIBILITY FOR THE PAYMENT OF ALL PROPERLY DUE CHARGES UNDER THIS AGREEMENT.

(v) THE LIMITATIONS IN THIS SECTION 9.1 ARE NOT INTENDED TO PRECLUDE A PARTY FROM SEEKING INJUNCTIVE RELIEF FROM A COURT OF COMPETENT

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JURISDICTION IN THE EVENT OF A VIOLATION BY THE OTHER PARTY OF ARTICLE 4 (Use of Information) OR ARTICLE 5 (Publicity and Marks) OR CUSTOMER'S VIOLATION OF ARTICLE 6 (Software).

9.2 EXCEPT FOR THE PARTIES' ARTICLE 11 (Further Responsibilities) OBLIGATIONS, NEITHER PARTY SHALL BE LIABLE TO THE OTHER PARTY FOR ANY INDIRECT, INCIDENTAL, CONSEQUENTIAL, PUNITIVE, RELIANCE OR SPECIAL DAMAGES, INCLUDING WITHOUT LIMITATION, DAMAGES FOR LOST PROFITS, ADVANTAGE, SAVINGS OR REVENUES OF ANY KIND OR INCREASED COST OF OPERATIONS.

9.3 AT&T SHALL NOT BE LIABLE FOR ANY DAMAGES ARISING OUT OF OR RELATING TO INTEROPERABILITY, ACCESS OR INTERCONNECTION OF THE SERVICES WITH APPLICATIONS, EQUIPMENT, SERVICES, CONTENT OR NETWORKS PROVIDED BY CUSTOMER OR THIRD PARTIES; SERVICE DEFECTS, SERVICE LEVELS, DELAYS OR INTERRUPTIONS (EXCEPT FOR CREDITS FOR SUCH SERVICE DEFECTS, SERVICE LEVELS, DELAYS OR INTERRUPTIONS EXPLICITLY SET FORTH IN AN ATTACHMENT, PRICING SCHEDULE OR SERVICE GUIDE) OR LOST OR ALTERED MESSAGES OR TRANSMISSIONS; OR, UNAUTHORIZED ACCESS TO OR THEFT, ALTERATION, LOSS OR DESTRUCTION OF CUSTOMER'S, USERS' OR THIRD PARTIES' APPLICATIONS, CONTENT, DATA, PROGRAMS, INFORMATION, NETWORK OR SYSTEMS.

9.4 EXCEPT AS EXPRESSLY PROVIDED IN THIS AGREEMENT, AT&T MAKES NO REPRESENTATIONS OR WARRANTIES, EXPRESS OR IMPLIED. AND SPECIFICALLY DISCLAIMS ANY REPRESENTATION OR WARRANTY OF MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE, TITLE OR NON-INFRINGEMENT OR ANY REPRESENTATION OR WARRANTY ARISING BY USAGE OF TRADE. COURSE OF DEALING OR COURSE OF PERFORMANCE.

9.5 AT&T DOES NOT GUARANTEE NETWORK SECURITY, THE ENCRYPTION EMPLOYED BY ANY SERVICE, THE INTEGRITY OF ANY DATA THAT IS SENT, BACKED UP, STORED OR SUBJECT TO LOAD BALANCING, OR THAT AT&T'S SECURITY PROCEDURES WILL PREVENT THE LOSS OF, ALTERATION OF, OR IMPROPER ACCESS TO, CUSTOMER DATA AND INFORMATION.

9.6 THE LIMITATIONS OF LIABILITY SET FORTH IN THIS AGREEMENT SHALL APPLY (i) REGARDLESS OF THE FORM OF ACTION, WHETHER IN CONTRACT, TORT, STRICT LIABILITY OR OTHERWISE; AND (ii) WHETHER OR NOT DAMAGES WERE FORESEEABLE.

9.7 THESE LIMITATIONS OF LIABILITY SET OUT IN THIS ARTICLE 9 SHALL SURVIVE FAILURE OF ANY EXCLUSIVE REMEDIES PROVIDED IN THIS AGREEMENT.

10.0 TERMINATION

10.1 If a party fails to perform or observe any material term or condition of this Agreement and the failure continues unremedied for thirty (30) days after receipt of written notice, the other party

may terminate or suspend for cause any Service Components affected by the breach.

10.2 A Service may be terminated immediately upon written notice (a) by either party if the other party (i) becomes insolvent or involved in a liquidation or termination of its business, files a bankruptcy petition, has an involuntary bankruptcy petition filed against it (if not dismissed within thirty (30) days of filing), becomes adjudicated bankrupt, or becomes involved in an assignment for the benefit of its creditors; (ii) has violated the provisions of Article 5 (Publicity and Marks) or (iii) has materially breached any provision of Article 4 (Use of Information), or (b) by AT&T due to a material breach by Customer of any provision of Article 6 (Software).

10.3 AT&T may amend an applicable tariff or Service Guide from time to time consistent with this Agreement, provided, however, that if AT&T revises an applicable tariff or Service Guide in a manner that is material and adverse to Customer and AT&T does not effect revisions that remedy such adverse and material effect within thirty (30) days after receipt of written notice from Customer, then Customer may, as its sole remedy, elect to terminate the affected Service Components on thirty (30) days' written notice, given not later than ninety (90) days after Customer first learns of the revision to the applicable tariff or Service Guide. However, a revision to a tariff or Service Guide shall not be considered material and adverse to Customer if: (i) it affects only Services or Service Components not in substantial use by Customer at the time of the revision; or (ii) it changes rates or charges that are not fixed (stabilized) in an Attachment or Pricing Schedule.

10.4 Unless applicable local law or regulation mandates otherwise, AT&T may discontinue providing a Service to customers upon twelve (12) months written notice, or a Service Component upon one hundred and twenty (120) days written notice, unless a different written notice period is provided in the applicable Pricing Schedule.

10.5 Termination Charges, if any, shall be as specified in an Attachment, in the event that AT&T terminates under Section 10.1 or 10.2, or Customer terminates for convenience.

10.6 Termination by either party of a Service does not waive any other rights or remedies it may have under this Agreement. Termination or suspension of a Service shall not affect the rights and obligations of the parties regarding any other Service.

11.0 FURTHER RESPONSIBILITIES

11.1 AT&T agrees to defend or settle any claim against Customer and to pay all Damages that a court may award against Customer, in any suit that alleges a Service infringes any patent, trademark, copyright or trade secret, except where the claim or suit arises out of or results from: Customer's or User's Content; modifications to the Service or combinations of the Service with non-AT&T services or products, by Customer or others; AT&T's adherence to Customer's written requirements; or, use of the Service in violation of this Agreement. Customer agrees to defend or settle any claim against AT&T and to pay all Damages that a court may award against AT&T in any suit that alleges a Service

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infringes any patent, trademark, copyright or trade secret, due to any of the exceptions in the preceding sentence.

11.2 Whenever AT&T is responsible under Section 11.1, AT&T may at its option either procure the right for Customer to continue using, or may replace or modify the alleged infringing Service so that the Service becomes non-infringing, but if those alternatives are not reasonably achievable, AT&T may terminate the affected Service without liability other than as stated in Section 11.1.

11.3 AT&T's obligations and indemnities under this Agreement run exclusively to Customer and are not intended to extend to third parties that may use or be affected by Customer's use of the Services. Where Customer authorizes or permits third parties to utilize the Services, it is Customer's responsibility to limit its liability to such parties, and, therefore, except to the extent AT&T is obligated to indemnify Customer under this Article 11, Customer agrees to defend or settle any claim against AT&T by such parties and to pay all Damages that a court may award against AT&T in any suit brought by such parties.

11.4 The indemnified party under this Article 11: (i) must notify the other party in writing promptly upon learning of any claim or suit for which indemnification may be sought, provided that failure to do so shall have no effect except to the extent the other party is prejudiced thereby; (ii) shall have the right to participate in such defense or settlement with its own counsel and at its sole expense, but the other party shall have control of the defense or settlement; and (iii) shall reasonably cooperate with the defense.

11.5 GENERAL INDEMNITY BY AT&T. AT&T will indemnify and hold Customer harmless from any and all liability, expense, judgment, suit, cause of action, or demand for personal injury, death, or direct damage to tangible property which may accrue against Customer to the extent it is caused by the negligence of AT&T, its subcontractors, or their employees or agents, while performing their duties under this Agreement, if Customer gives AT&T prompt, written notice of any the claim or suit. Customer will cooperate with AT&T in its defense or settlement of the claim or suit. This section sets forth the full extent of AT&T's general indemnification of Customer from liabilities that are in any way related to AT&T's performance under this Agreement.

11.6 GENERAL INDEMNITY BY CUSTOMER. Customer will indemnify and hold AT&T harmless from any and all liability, expense, judgment, suit, cause of action, or demand for personal injury, death, or direct damage to tangible property which may accrue against AT&T to the extent it is caused by the negligence of Customer, its other contractors, or their employees or agents, while performing their duties under this Agreement, if AT&T gives Customer prompt, written notice of any the claim or suit. AT&T will cooperate with Customer in its defense or settlement of the claim or suit. This section sets forth the full extent of Customer's general indemnification of AT&T from liabilities that are in any way related to Customer's performance under this Agreement. Nothing herein shall be construed as a waiver of Customer's sovereign immunity beyond the limits set forth in Florida Statute Chapter 768.28.

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12.0 EQUIPMENT

12.1 AT&T shall retain all right, title or interest in AT&T CPE and no ownership rights in AT&T CPE shall transfer to Customer. Customer shall provide a suitable and secure environment free from environmental hazards and electric power for AT&T CPE and shall keep the AT&T CPE free from all liens, charges, and encumbrances. Customer shall bear the risk of loss of or damage to AT&T CPE (ordinary wear and tear excepted) from any cause except to the extent caused by AT&T or its suppliers. AT&T CPE shall not be removed, relocated, modified, interfered with, or attached to non-AT&T equipment by Customer without prior written authorization from AT&T.

12.2 Title to and risk of loss of Purchased Equipment will pass to Customer as of delivery, upon which date AT&T will have no further obligations of any kind with respect to that Purchased Equipment, except as set forth in an applicable Attachment, Pricing Schedule or Service Guide. If Customer does not accept the Equipment, the Equipment should be returned to the manufacturer. AT&T will obtain from the manufacturer and forward to Customer a Return Material Authorization. AT&T retains a purchase money security interest in each item of Purchased Equipment until Customer pays for it in full; Customer appoints AT&T as Customer's agent to sign and file a financing statement to perfect AT&T's security interest.

12.3 All Purchased Equipment provided under this Agreement is provided on an "AS IS" basis, except that AT&T will pass through to Customer any warranties available from its Purchased Equipment suppliers, to the extent that AT&T is permitted to do so under its contracts with those suppliers.

12.4 All ownership interest in a party's facilities and associated Equipment used in connection with the Services shall at all times remain with that party. If any Customer Equipment is used to provide the Service, Customer grants AT&T a non-transferable and non-exclusive license to use such Customer Equipment in the manner necessary to provide the Service.

13.0 IMPORT/EXPORT CONTROL

13.1 The parties acknowledge that equipment, products, Software, and technical information (including, but not limited to, technical assistance and training) provided under this Agreement may be subject to import or export laws, conventions or regulations, and any use or transfer of the equipment, products, Software, and technical information must be in compliance with all such laws, conventions and regulations. The parties will not use, distribute, transfer, or transmit the equipment, products, Software, or technical information (even if incorporated into other products) except in compliance with such laws, conventions and regulations. If requested by either party, the other party agrees to sign written assurances and other documents as may be required to comply with such laws, conventions and regulations.

13.2 In the event any necessary import or export license cannot be obtained within six (6) months after making an application, neither party shall have further obligations with respect to providing or purchasing and, if applicable, Customer shall return the equipment, products, Software, or technical

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information that is the subject matter of the unsuccessful application.

14.0 INTELLECTUAL PROPERTY RIGHTS

All intellectual property in all Services shall be the sole and exclusive property of AT&T or its suppliers.

15. GENERAL PROVISIONS

15.1 Any supplement to or modification or waiver of any provision of this Agreement must be in writing and signed by authorized representatives of both parties. A waiver by either party of any breach of this Agreement shall not operate as a waiver of any other breach of this Agreement.

15.2 This Agreement may not be assigned by either party without the prior written consent of the other, except that either party may, without the other party's consent, assign in whole or in relevant part this Agreement or any Attachment to a present or future Affiliate or successor, provided that any such assignment shall be contingent upon the assignor remaining responsible for the performance of its assignee and AT&T determining Customer's assignee(s) to be creditworthy and in compliance with any eligibility criteria for the Services. AT&T may subcontract work to be performed under this Agreement, but shall retain responsibility for all such work. In countries in which AT&T does not have an Affiliate to provide Service, AT&T may assign its rights and obligations related to a Service provided in such a country to the local service provider; provided however, that AT&T shall be responsible to Customer for such obligations. In some such countries, Customer may be required to contract directly with the local service provider.

15.3 If any portion of this Agreement is found to be invalid or unenforceable or if, notwithstanding Section 15.6, applicable law mandates a different interpretation or result, the remaining provisions shall remain in effect and the parties shall negotiate in good faith to substitute for such invalid, illegal, or unenforceable provision a mutually acceptable provision consistent with the original intention of the parties.

15.4 Any legal action arising in connection with this Agreement must begin within two (2) years after the cause of action arises.

15.5 Any required notices under this Agreement shall be in writing and shall be deemed validly delivered if sent by hand (in which case delivery will be deemed to have been effected immediately), or by overnight mail (in which case delivery will be deemed to have been effected one (1) business day from the date

of mailing), or by first class pre-paid post (in which case delivery will be deemed to have been effected five (5) days from the date of posting), or by facsimile or electronic transmission (in which case delivery will be deemed to have been effected on the day the transmission was sent). Any such notice shall be sent to the office of the recipient set forth on the cover page of this Agreement or such other office or recipient as designated in writing from time to time.

15.6 Unless local law would require otherwise, the construction, interpretation and performance of this Agreement shall be governed by the substantive law of the State of Florida, excluding its choice of law rules, and applicable laws and regulations of the United States of America. The United Nations Convention on Contracts for International Sale of Goods shall not apply. The parties consent to the exclusive jurisdiction of the state and federal courts located or having jurisdictions in Palm Beach County, Florida.

15.7 This Agreement does not provide any third party (including Users) with any remedy, claim, liability, reimbursement, cause of action or other right or privilege.

15.8 The respective obligations of Customer and AT&T, which by their nature would continue beyond the termination or expiration of any Attachment, Pricing Schedule or this Agreement, including, without limitation, the obligations regarding Use of Information, Publicity and Marks, Further Responsibilities and Limitations of Liability, shall survive termination or expiration.

15.9 The authentic language of this Agreement is English. In the event of a conflict between this Agreement and any translation, the English version will take precedence.

15.10 THIS AGREEMENT CONSTITUTES THE ENTIRE AGREEMENT BETWEEN THE PARTIES WITH RESPECT TO THE SERVICES. THIS AGREEMENT SUPERSEDES ALL PRIOR AGREEMENTS, PROPOSALS, REPRESENTATIONS, STATEMENTS OR UNDERSTANDINGS, WHETHER WRITTEN OR ORAL CONCERNING THE SERVICES, OR THE RIGHTS AND OBLIGATIONS RELATING TO THE SERVICES. THIS AGREEMENT SHALL NOT BE MODIFIED, OR SUPPLEMENTED BY ANY WRITTEN OR ORAL STATEMENTS, PROPOSALS, REPRESENTATIONS, ADVERTISEMENTS, SERVICE DESCRIPTIONS OR CUSTOMER'S PURCHASE ORDER FORMS NOT EXPRESSLY SET FORTH IN THIS AGREEMENT. A PRICING SCHEDULE OR AN ATTACHMENT.

CUSTOMER ("Customer")	AT&T ("AT&T")
City of Riviera Beach Street Address 600 West Blue Heron Blvd City Riviera Beach State 7Province Fl Country USA Domestic linternational Zip Code 33404	AT&T Corp. (If International, insert AT&T Legal Entity Signing Name) One AT&T Way Bedminster, New Jersey 07921-0752 Email: mast@att.com
CUSTOMER Contact	AT&T Sales Contact
Name: Carl Chandler Title IT Telephone: 561-845-4028 Fax 561-840-3188 Email: cdchandler@rivierabch.com	Name: Karen Holmes Address: 701 Northpoint Parkway Suite 400 City West Palm Beach, State Fl Zip Code 33407 Telephone: 561-640-6638 Fax: 1-800-505-4552 Email: Karen.Holmes@att.com Branch Manager: Michael King

Formatted Table

The Comprehensive Service Order Attachment attached hereto is a part of the Agreement between AT&T and Customer referenced above.

AT&T Comprehensive Service Order Attachment

1. THE SERVICE; DEFINITIONS**1.1 Services**

A. AT&T will provide the Services to Customer under this Attachment that are identified in the applicable Pricing Schedules.

B. The pricing, service descriptions and other provisions relating to the Services will be as set forth in: (i) this Attachment (including, the Pricing Schedules and any Addenda to this Attachment); (ii) the Agreement's General Terms and Conditions; and (iii) the appropriate section of the Service Guide or the Applicable Tariffs.

C. This Attachment shall remain in effect until no Service Component provided under this Attachment remains in service.

1.2 Definitions

Capitalized terms used but not defined in this Attachment are defined elsewhere in the Agreement.

"Applicable Tariffs" consist of the standard AT&T service descriptions, pricing and other provisions filed by AT&T or any of its Affiliates with the appropriate regulatory commission having jurisdiction respecting a Service, as revised from time to time. In the event an Applicable Tariff is withdrawn by AT&T or tariffing is no longer permitted or required by the appropriate regulatory commission, references to the Applicable Tariff shall be deemed to refer to the corresponding applicable provisions of the Service Guide.

"Effective Date" of a Pricing Schedule is the date on which the last party signs this Attachment or, for a subsequently added Pricing Schedule, the date on which the last party signs the Pricing Schedule. If the rules of a regulatory authority having jurisdiction respecting a Service would require a later date, the Effective Date of the applicable Pricing Schedule shall be in accordance with such rules.

"MARC (Minimum Annual Revenue Commitment)" means an annual revenue commitment set forth in an applicable Pricing Schedule that Customer agrees to satisfy during a Pricing Schedule Term

"MARC-Eligible Charges" means, unless the applicable Pricing Schedule indicates otherwise, the recurring and usage charges, after applicable discounts and credits, incurred by Customer for the Services identified in the applicable Pricing Schedule as MARC-contributing. Notwithstanding anything set forth in a Pricing Schedule, the following charges shall not be deemed MARC Eligible Charges: (a) charges for or in connection with Purchased Equipment; (b) charges for outsourcing services; (c) taxes, and (d) charges imposed in connection with governmentally imposed costs or fees (such as USF, PICC, payphone service provider compensation, E911 and deaf relay charges).

"Pricing Schedule" means a pricing schedule to this Attachment.

"Pricing Schedule Term" is the period of time stated in the applicable Pricing Schedule.

"Service" means collectively all of the Service Components Customer orders under a Pricing Schedule.

"Service Guide" means the standard AT&T service descriptions, pricing and other provisions, as revised by AT&T from time to time, relating to Services offered under this Attachment (if there is no Applicable Tariff). The Service Guide is located at <http://new.serviceguide.att.com>,

<http://www.serviceguide.att.com/ABS/ext> or <http://www.att.com/abs/serviceguide> or such other AT&T designated location.

"Termination Charges" means the charges identified in Sections 2.3 and 2.4 below, payable by Customer in certain termination circumstances.

2. TERMINATION

2.1 If a Service or a Service Component is terminated, Customer must pay all charges incurred as of the effective date of termination.

2.2 If Customer terminates a Service or a Service Component for material breach, Customer shall not be liable for any Termination Charges.

2.3 If Customer terminates a Service Component other than as set out under Section 2.2 above or AT&T terminates a Service or a Service Component for material breach, Customer must pay: (i) any credits, waived charges or unpaid amortized charges if the Service Component is terminated prior to the end of an applicable minimum retention period (specified in the Pricing Schedule, the Service Guide or the Applicable Tariffs); (ii) the applicable amount of recurring charges for the terminated Service Component multiplied by the number of months remaining in an applicable minimum payment period (specified in the Pricing Schedule, the Service Guide or the Applicable Tariffs); and (iii) any access facilities cancellation charges and other third-party charges incurred by AT&T due to the termination. The charges set forth in (i) and (ii) above will not apply if a terminated Service Component is replaced with an upgraded like Service Component at the same Site(s), provided the applicable minimum period and associated charge for the replacement Service Component are each equal to or greater than the applicable period and charge for the terminated Service Component

2.4 In the event of a termination of a Pricing Schedule either by Customer other than as set out in Section 2.2 above or by AT&T for material breach, Customer must pay: (i) a Termination Charge equal to 50% of the unsatisfied MARC for the year of the Pricing Schedule Term in which the Pricing Schedule is terminated plus 50% of the MARC for each year remaining in the Pricing Schedule Term; and (ii) the amounts set forth in Section 2.3, above.

3. MINIMUM COMMITMENTS/CHARGES

If, on any anniversary of a Pricing Schedule Term start date, the Customer has failed to satisfy the MARC for the preceding 12 month period, the Customer will be billed a shortfall charge in an amount equal to the difference between the MARC and the total of the applicable MARC-Eligible Charges incurred during the 12 month period. In such a case, Customer shall not be entitled to

AT&T Comprehensive Service Order Attachment

receive promotional, compliance or other credits until Customer pays the shortfall charge.

4. PRICING

4.1 Pricing Schedule

Unless otherwise stated in a Pricing Schedule, the rates and charges stated in the Pricing Schedule are stabilized until the end of the Pricing Schedule Term and apply in lieu of the corresponding rates and charges set forth in the Service Guide or the Applicable Tariffs. Pricing for any Service Components that are not listed in a Pricing Schedule will be as described in the Service Guide or the Applicable Tariffs or as agreed on an individual case basis. Unless otherwise stated in a Pricing Schedule, after the end of the Pricing Schedule Term AT&T may modify the rates, charges, terms and conditions applicable to the Service covered by such Pricing Schedule on thirty (30) days' prior notice.

4.2 Discounts

The discounts set forth or referenced in a Pricing Schedule are the only discounts applicable to the Services and will be applied to the applicable rates and charges in the manner and to the extent specified in the applicable sections of the Service Guide or the Applicable Tariffs.

4.3 Promotions/Credits/Waivers

Customer is eligible only for promotions, credits or waivers identified in the applicable Pricing Schedule. Unless otherwise stated in the applicable Pricing Schedule, any additional promotions, credits or waivers set out in the Service Guide or an Applicable Tariff will not apply.

4.4 Charges

Regardless of any stabilization of rates or charges that may appear in this Attachment or in a Pricing Schedule, AT&T reserves the right to increase charges as a result of: (i) expenses incurred by AT&T reasonably relating to regulatory assessments stemming from an order, rule or regulation of the Federal Communications Commission or other regulatory authority or court having competent jurisdiction (including but not limited to payphone, PICC and USF related expenses and E911 and deaf relay charges); or (ii) in the case of local exchange Services and voice over Internet protocol applications and Services, the price or availability of network elements used in the provision of the Services, amounts other carriers are required to pay to AT&T or the amount AT&T is required to pay to other carriers in connection with the provision of the Services to Customer under an applicable Pricing Schedule.

5. COMMISSION JURISDICTION

If a Pricing Schedule is subject to the jurisdiction of a regulatory commission, each such Pricing Schedule will be subject to changes or modifications as the controlling commission may direct from time to time in the exercise of its jurisdiction. Therefore, for this purpose, each such Pricing Schedule will be deemed to be a separate agreement with respect to the Services offered in a particular jurisdiction,

6. ELIGIBILITY/OTHER REQUIREMENTS

If a Pricing Schedule providing regulated telecommunications services that are subject to the jurisdiction of a United-States-based regulatory authority is available to other potential purchasers of the service, it will be available to such purchasers who execute an identical Pricing Schedule only once, either by the purchaser or any Affiliate of the purchasing entity.



Addendum to Comprehensive Service Order Attachment
 AT&T Network Integration Services and Equipment Resale

MA Reference No. 129547
 AT&T Network Integration Tracking 10 2007122840134
 Document Version #: v-1.0

CUSTOMER Legal Name ("Customer")	AT&T Corp. ("AT&T") (designate other entity if signing entity other than AT&T Corp)	AT&T Branch Sales Contact Name
<u>City of Riviera Beach</u>	AT&T	Name: Karen Holmes
CUSTOMER Address	AT&T Corp. Address and Contact	
Street Address: 600 West Blue Heron Blvd City: Riviera Beach State / Province: FL Country: USA Domestic //Int// Zip Code: 33404	One AT&T Way Bedminster, NJ 07921-0752 Contact: Master Agreement Support Team Email: mast@att.com	Address: 701 Northpoint Parkway suite 400 City: West Palm Beach State / Province: FL Country: USA Domestic //Int// Zip Code: 33407 Fax: 800-505-4552 Email: Karen.Holmes@att.com Sales/Branch Mgr: Mike King SCVP Name: Rusty Rhodes
CUSTOMER Contact	AT&T Address and Contact	AT&T NI Contact Information
Name: Carl Chandler Title: IT Telephone: 561-845-4028 Fax: Email:	Name: Title: Telephone: Street Address: City: State / Province: Country: Domestic / Inti / Zip Code:	Name: Manuel A. Galego Address: 7300 NW 19 th Street City: Miami State / Province: FL Country: USA Domestic //Int// Zip Code: 33126 Telephone: 305-569-7281 Email: m3773att.com
Street Address: 600 West Blue Heron blvd City: Riviera Beach State / Province: FL Country: USA Domestic / Inti / Zip Code: 33404		

This Network Integration Services and Equipment Resale Addendum ("Addendum") is part of the Agreement between AT&T and Customer referenced above ("Agreement"). The AT&T Network Integration Services provided under this Addendum shall be governed by the Terms and Conditions contained herein and by the terms of the Agreement. This Addendum is effective, and incorporated in and made part of the Agreement, on the latter of the dates when signed by both the Customer and AT&T.

AGREED:

CUSTOMER: City of Riviera Beach

By: *Carl Chandler*
 (Authorized Agent or Representative)

Carl

(Typed or Printed Name)

(Title)

(Date)

HR-ID: 5989368

AGREED:

AT&T

By: *Eva P. Smith*
 (Authorized Agent or Representative)

(Typed or Printed Name) *Eva P. Smith*

(Title) *Customer Contracts Specialist*

(Date) *2/05/2008*

1. SERVICES

Pursuant to this Addendum, AT&T will provide AT&T Network Integration Services ("Services") and/or Equipment Resale in the countries identified in a Statement of Work ("SOW") or, in the case of Equipment Resale only, identified in an Equipment Pricing Schedule, attached hereto. Services shall not include any manufacturer's maintenance, whether or not AT&T facilitates such purchase or bills such services as agent for the third party. Where Services are performed or delivered in a country other than the country in which the AT&T entity signing this document is located, AT&T's local in-country Affiliate or other AT&T Affiliate as designated in a SOW or Equipment Pricing Schedule hereunder, will perform the Services or deliver the Purchased Equipment.

2. SOWS AND PRICING SCHEDULES

- A. Upon execution of this Addendum, SOWs and Equipment Pricing Schedules attached hereto shall be effective and incorporated in and made part of the Agreement when this Addendum has been signed by both Customer and AT&T. SOWs and Equipment Pricing Schedules subsequently added must reference this Addendum and shall be effective and incorporated in and made part of this Addendum and the Agreement on the latter of the dates when signed by both Customer and AT&T. Unless earlier terminated pursuant to Section 7, each SOW and Equipment Pricing Schedule shall be deemed terminated when both parties' respective obligations there under have been fully performed, or it is otherwise terminated according to its terms.
- B. SOWs and Equipment Pricing Schedules contain terms and conditions that may be unique to the particular Services or may be country-unique terms. In the event of an inconsistency among terms between this Addendum and an attached SOW or Equipment Pricing Schedule, the terms of the attached SOW or Equipment Pricing Schedule shall have priority.

3. INTELLECTUAL PROPERTY RIGHTS

- A. All intellectual property and proprietary rights arising by virtue of AT&T's performance of the Services are and will be the sole and exclusive property of AT&T, and neither ownership or title to any such property will pass to Customer.
- B. Customer shall own those copies of any reports produced and furnished to Customer by AT&T ("Reports"), and Customer is hereby granted, under AT&T's copyrights, the perpetual, non-exclusive, personal and non-transferable right to reproduce and modify Reports for Customer's own internal business purposes. For avoidance of doubt, "internal business purposes" exclude public distribution, resale to third parties and revenue generation purposes.
- C. AT&T hereby grants to Customer the non-exclusive, personal, and non-transferable right to use any items other than Reports produced and furnished to Customer by AT&T under this Addendum, solely for Customer's own internal business purposes during the term of this Addendum, or for such other purposes as may be mutually agreed in writing by the parties.
- D. Except as otherwise specified herein, no other right or license to or under any of AT&T's intellectual property rights is either granted or implied under this Addendum.

4. WORKMANSHIP

The provision of Services and any deliverables under this Addendum shall be performed in a workmanlike manner that would meet commercial industry standards in the field to which the work pertains, as well as any standards set forth in the SOW.



5. NON-SOLICITATION

Customer agrees not to solicit for employment any personnel of AT&T or its subcontractors or agents performing Services under this Addendum for one (1) year following the termination of this Addendum, or the applicable SOW, without the prior written consent of AT&T.

6. PERSONNEL

The employees, subcontractors and agents of each party will, while on the premises of the other, comply with all reasonable site rules and regulations in effect at such premises, including security requirements.

7. TERM AND TERMINATION

This Addendum shall continue until terminated by either party on not less than thirty (30) days prior written notice to the other party. Upon termination of this Addendum all SOWs and Equipment Pricing Schedules hereunder are also terminated. Termination charges, if any, shall be as set forth in the relevant SOW or Equipment Pricing Schedule.

8. INVOICING

Charges for Services and Purchased Equipment and/or discounts applicable if any are set out in a SOW or Equipment Pricing Schedule attached hereto. AT&T shall invoice the Customer on a monthly basis for Services provided. Unless provided otherwise in a SOW or in an Equipment Pricing Schedule, AT&T shall invoice the Customer for Purchased Equipment upon shipment from the Purchased Equipment supplier's warehouse.

Unless expressly provided otherwise in a SOW or Equipment Pricing Schedule (or Order there under accepted by AT&T), and except where applicable local law requires otherwise: (i) invoicing will be from AT&T's local Affiliate to Customer's local Affiliate in the country in which the Services are performed, and in the case of Purchased Equipment, in which title to the Purchased Equipment is transferred; (ii) charges will be quoted and incurred in the local country currency; (iii) where the parties agree to invoice in a currency that is different than the currency in which the charges are incurred, invoice amounts will be converted at the relevant exchange rate applied by AT&T on the date the invoice is rendered; and (iv) taxes are not included in prices quoted.

9. EQUIPMENT RESALE TERMS

- A. To the extent an Equipment Pricing Schedule sets out charges for specific Purchased Equipment ordered by Customer the Equipment Pricing Schedule is an order for the purchase of that specified Purchased Equipment ("Order"). Where an Equipment Pricing Schedule sets out a price list or method to calculate price of the Purchased Equipment, then such Equipment Pricing Schedule is a contract to establish the price of Purchased Equipment for future orders. Pricing in any Equipment Pricing Schedule is subject to change as provided therein.
- B. Orders for Purchased Equipment, and any requested changes to Orders, shall be submitted by Customer to AT&T in written format and shall contain all information required for AT&T to fulfill such Order and shall contain a reference to this Addendum. Any information, terms and/or conditions, or other language contained in any document(s) or purchase order(s) furnished by Customer to AT&T in excess of or outside of such information or in conflict with any terms and conditions contained in this Addendum and/or the applicable SOW and Pricing Schedule are void. AT&T will notify Customer by email that it has accepted the Order after validation within five (5) business days after receipt of the Order. AT&T reserves the right not to accept an Order.
- C. Customer acknowledges and agrees that AT&T's ability to provide Purchased Equipment during the term of this Addendum is contingent upon the supply and delivery schedules of each of the Purchased Equipment manufacturers. AT&T shall have no liability for delays in any delivery schedule. Unless provided otherwise in a SOW or an Equipment Pricing Schedule: (i) Title and risk of loss to Purchased Equipment shall pass to Customer upon shipment from AT&T's Purchased Equipment supplier in the country of dispatch; (ii) Customer is responsible for all shipping charges which AT&T shall arrange and invoice to Customer at a standard shipping pricing of the

greater of two percent (2%) of Customer's total purchase price and actual cost; shipping charges for Orders requiring expedited shipment are the greater of four (4%) percent of the Customer's total purchase price and actual cost.; and (iii) charges incurred, if any, for storage of Purchased Equipment following delivery to the agreed upon location, are the sole responsibility of Customer and are not included in shipping charges.

D. **Equipment Returns.** Except as provided otherwise in a SOW or Equipment Pricing Schedule hereto:

(i) **Warranty Returns:** In the event Purchased Equipment requires return during the warranty period and such Purchased Equipment is determined by the manufacturer to qualify for a return, AT&T will obtain a Return Material Authorization ("RMA") from the manufacturer. Upon AT&T providing the RMA to Customer, such return shall then be effectuated by Customer according to the manufacturer's policies.

(ii) **Non-defective Returns:** In the event Customer seeks to return Non-defective Equipment, Customer should contact AT&T regarding obtaining an RMA; however, any such return is at the discretion of the manufacturer and Customer shall be responsible for payment of any associated return and/or restocking fee. Return shipping costs and risk of loss are the responsibility of the Customer.

(iii) **Maintenance Returns:** In the event Purchased Equipment covered by maintenance requires return, Customer should contact the relevant maintenance provider to obtain an RMA and instructions.

E. Customer agrees that it will not import, export, re-export or otherwise distribute Purchased Equipment, or direct products thereof, in violation of any export, import and/or export control laws or regulations of the United States or any other affected country. Customer shall be responsible for compliance with export requirements from the country in which title to the Purchased Equipment passes to the Customer, and import requirements into the country to which the Purchased Equipment is to be delivered. If the Customer onward ships the Purchased Equipment to a further international destination, Customer shall also be responsible for compliance with the import and export requirements of any other affected country. Customer shall be responsible for all duties and other costs associated with such compliance.

F. Customer represents that it is acquiring the Purchased Equipment for its own business purposes or that of an Affiliate and not for purposes of resale to a third party. Resale of Purchased Equipment is prohibited. Customer is responsible for obtaining any licenses or permissions required in connection with the use of the Purchased Equipment by Customer in the country of use.

10. LICENSES

Purchased Equipment, and software and maintenance services, if any, resold to Customer hereunder may have additional license terms and/or other requirements or restrictions imposed by the manufacturer, supplier or publisher. Customer is solely responsible for ensuring its adherence to any and all such license terms and other requirements or restrictions and is deemed to accept them upon receipt of the Purchased Equipment or software, or commence of the maintenance services, as applicable in connection with the use of the Purchased Equipment by Customer in the country of use.

11. LIMITATION OF LIABILITY

Article 9.1 (iv) of the Agreement is hereby replaced, for purposes of the Services and Purchased Equipment provided hereunder, with the following: FOR DAMAGES OTHER THOSE SET FORTH ABOVE, AND NOT EXCLUDED UNDER THE AGREEMENT, EACH PARTY'S LIABILITY SHALL BE LIMITED TO PROVEN DIRECT DAMAGES NOT TO EXCEED PER CLAIM (OR IN THE AGGREGATE DURING ANY TWELVE (12) MONTH PERIOD) THE NET PURCHASE PRICE OF THE SERVICES AND PURCHASED EQUIPMENT PAID BY CUSTOMER UNDER THE ORDER THAT GAVE RISE TO THE LIABILITY. This shall not limit Customer's responsibility for the payment of all properly due charges under this Addendum; (ii) AT&T's obligation, if any, to defend or settle any claim against Customer and to pay all Damages that a court may award against Customer in any suit that alleges that Purchased Equipment infringes any patent, trademark, copyright or trade secrets is limited to the extent of the Purchased Equipment supplier's corresponding obligations, if any, to AT&T in respect of the relevant Purchased Equipment.

12. CISCO WARRANTY; LICENSE; RMA PROCEDURES.

For Purchased Equipment manufactured by Cisco, Customer is deemed to accept the below-referenced software license, warranty and RMA process upon receipt of the Purchased Equipment: http://www.att.com/cpe/docs/software_license.doc. Additionally, the applicable warranty passed through hereunder with respect to such Purchased Equipment is included in the Equipment package; a sample of the Cisco limited warranty passed through hereunder can be reviewed at: <http://www.cisco.com/en/US/products/prodwarrantieslisting.html>. The terms and conditions applicable to the Cisco RMA process can be reviewed at http://www.att.com/cpe/docs/return_material_authorization.doc.

13. CISCO SMARTnet™ SERVICES.

Cisco SMARTnet™ services provided hereunder are provided directly to Customer by Cisco pursuant to the terms of the Cisco End User Support Agreement ("EUSA") reprinted at <http://www.cisco.com/legal/cbr.html>. The EUSA is a separate agreement between Cisco and the Customer and Customer is solely responsible for compliance with its terms and conditions. By Customer assenting to the terms and conditions of this Addendum, Customer is also bound to the terms and conditions of EUSA, as if the terms and conditions of the EUSA were fully set forth herein. AT&T will invoice Customer for the charges associated with SMARTnet™ services purchased hereunder. Cisco shall be solely responsible for the provision of the SMARTnet™ services and Customer releases AT&T from any loss, damages or other claims relating to the SMARTnet™ services.

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EXHIBIT 1: STATEMENT OF WORK

CISCO LANIWAN AND ASA DEPLOYMENT FOR CITY OF RIVIERA BEACH

1. Introduction

This Statement of Work ("SOW") is attached to the Addendum and made a part thereof upon execution. The Parties to this Statement of Work ("SOW") are AT&T Corp. ("AT&T") and City of Riviera Beach ("Customer"). Services and/or Equipment not specifically provided for hereunder are outside the scope of this SOW. Change Control will be handled by the Parties pursuant to Change Control section below on this SOW.

AT&T reserves the right to withdraw this SOW or modify the prices and any other terms and conditions, including, but not limited to, any section of this SOW, if this SOW is not signed by Customer and AT&T within sixty (60) days.

2. Scope of Services

AT&T will provide services to deploy Cisco routers, switches and a firewall security appliance ("Equipment") to the following seven (7) Customer addresses ("Sites") located in the United States of America:

Host Site:

1. Riviera Beach Municipal Complex/City Hall 600 West Blue Heron Blvd, Riviera Beach, FL 33404

Remote Sites:

2. Port Center 2051 Martin Luther King Blvd, Riviera Beach, FL 33404
3. Fire Station #2 1663 West Blue Heron Blvd, Riviera Beach, FL 33404
4. Fire Station #3 5010 N. Ocean Avenue, West Palm Beach, FL 33404
5. Fire Station #4 7501 S. Military Trail, West Palm Beach, FL 33404
6. Public Works/Purchasing 2391 Avenue L, West Palm Beach, FL 33404
7. Marina 200 East13th Street, West Palm Beach, FL 33404

Services provided by AT&T in this SOW include the following:

- Project Management
- Design Review
- Staging
- Configuration
- Installation
- Training
- Test and Turn-Up
- Cutover Support
- Project Deliverables

AT&T reserves the right to utilize sub-contractors as needed.

2.1 Network Assumptions

AT&T has made commercially reasonable efforts to detail any assumptions, outstanding caveats and other considerations within this SOW, based on our current understanding of Customer requirements and the existing environment. AT&T has analyzed information provided by the Customer regarding the existing network environment in order to formulate the overall design of the IP Telephony system presented in this SOW. New hardware and software components have been specified to replace or augment existing systems as appropriate.

2.2 Current Network

Customer has an existing Frame Relay Network which is a managed service provided by the State of Florida. The Municipal Complex connects to the State Routed Transport Service ("RTS") network via a T1 circuit and the remote locations connect to the RTS network via Fractional T1 circuits. Customer currently has a mixture of existing Ethernet switches on their Local Area Networks ("LANs") from Cisco, Nortel, and Linksys. Connections between switches on any campus are currently 100 MB. The Customer's Wide Area Network ("WAN") consists of State of Florida managed Frame Relay with T1 & Fractional T1 circuits on state owned Cisco routers.

Customer is a city government and applications are administrative HR as well as applications used by the city for Public Safety, Utilities, and government. Law enforcement makes use of video surveillance and this is a growing application for the customer to manage the Port and other locations.

Current application access is slow as servers reside primarily at the municipal complex and the 100 MB backbone of the municipal complex. The FT1 links connecting the other locations to the municipal complex are providing unacceptable performance for the Customer's users. The present network does not provide the flexibility required by the Customer because the routers are managed routers and the customer is not able to make any changes on their network.

2.3 Network Design

The following list is a description of the enhancements to be implemented as part of the Services provided in this SOW in order to allow the Customer to migrate their WAN from low speed frame relay to Metro Ethernet utilizing Cisco Hardware Security Bundle Routers and to upgrade their switching infrastructure on the local area network of each location. These Services will also include deployment of a new firewall to front end a packaged DIA Metro Ethernet circuit. New hardware and software components have been specified to replace or augment existing systems as appropriate. These new components are described in Appendix A of this SOW ("Equipment").

AT&T's deployment will consist of the following phases:

- Cisco LANIWAN Multi-Link Point-To-Point Protocol ("MLPPP") Implementation
- Cisco LANIWAN Metro-Ethernet Infrastructure ("Infrastructure") Implementation
- Cisco Adaptive Security Appliance ("ASA") Implementation.

MLPP Implementation Phase

For the MLPPP implementation phase, AT&T will provide services to implement a MLPPP service between the Port Center location and the Municipal Complex. The MLPPP service will consist of two (2) T1 circuits in a MLPPP bundle. Cisco 2800 series Integrated Services Routers ("ISR") will be used for this purpose and these routers will remain in place as the Customer's network transitions to Metro Ethernet service. The traffic between



the Port Center Site and the City Hall Site will not be encrypted with Point-to-Point Triple Data Encryption Standard/Generic Routing Encapsulation ("3DES/GRE") for this phase of the project.

Infrastructure Implementation Phase

For the Infrastructure implementation phase, AT&T will provide services to implement a new Cisco LAN/WAN infrastructure upgrade in support of the new Metro-Ethernet network that will replace the Customer's existing State of Florida Frame Relay network. A combination of Cisco 3750 and 3560 Catalyst switches will provide support for the LAN. Customer will migrate LAN backbones to Gigabit Ethernet utilizing new Catalyst 3750 switches. The new switches will support PoE for future applications. The Customer WAN will migrate to Metro Ethernet utilizing 10 MB circuits at remote Sites and 100 MB circuit at the host. Port Speed for the host Site will be 50 MB. The Port Center and Purchasing Sites will each have 10MB port speed. Other remote Sites will have 2 or 4 MB port speeds. Existing Nortel LAN switches will be replaced. Existing Cisco switches that remain will be connected to the new Gigabit Ethernet LAN backbone via new GBICs. The Customer's IP video application from the Port Center will receive prioritization via IP Precedence over the Metro Ethernet network.

AT&T will deploy new Cisco switches at the following Customer locations:

City Hall-Admin 1 st floor	(1) 3750G-12	(1) 3750-24	(1) 3750-48	
City Hall - Admin 2 nd floor			(2) 3750-48	
City Hall -- Library		(2) 3750-24		
City Hall - Water Plant		(1) 3750-24		
City Hall- Utilities			(1) 3750-48	
City Hall - Maintenance Shop		(1) 3750-24		
City Hall- Police Dept - Server room	(1) 3750G-12		(3) 3750-48	(1) 3560-8
City Hall- Police Dept - Fire Station #1		(1) 3750-24		
Port Center - Server room	(1) 3750G-12			
Fire Station #2 - Lifeguard Station				(1) 3560-8
Fire Station #3				(1) 3560-8

AT&T will use existing Customer Cisco switches in the deployment at the following Customer locations:

City Hall - Admin 1 st floor	(1) 3750-24
City Hall - Police Dept	(1) 3750-24
Port Center - HR 3 rd floor	(1) 3750-24
Port Center - Server Room	(3) 3550-24
Port Center - Civil Drug Court	(1) 3750-24
Fire Station #2	(1) 2955-12
Fire Station #2 - Barracuda Bay Admin	(1) 3750-24.

Also, during the Infrastructure implementation phase a Cisco 2811 ISR will be deployed by AT&T at Fire Station #2, Fire Station #3, Fire Station #4, Public Works/Purchasing and the Marina to provide Metro-Ethernet WAN support. The traffic between the remote Sites and City Hall will be encrypted with Point to Point 3DES/GRE tunnels to the host Site during this phase. AT&T will deploy a Cisco 2800 series ISR at City Hall and Port Center during the MLPPP implementation phase.

ASA Implementation Phase

For the ASA implementation phase, AT&T will provide services to deploy a Cisco ASA5510 as the new firewall to front end a packaged AT&T Direct Internet Access ("DIA") Metro-Ethernet. AT&T will install and configure one (1) Cisco ASA5510 Adaptive Security Appliance for basic firewall functionality to support the Metro Ethernet DIA.



The Customer will be assigned a contiguous block of (30) class C public IP addresses as part of the DIA service. AT&T will configure Network Address Translation ("NAT") dynamic pools as directed by the Customer with available IP addresses. The firewall will be configured in accordance with the Customer supplied security policy. No discovery of existing policies will be made. Ports required for operations through the firewall will only be opened as specifically directed by the Customer

2.4 Network Changes

The Customer's network architecture as it relates to this project shall not change between the date of execution of this SOW and the completion of all services described within this SOW without mutual agreement via a Change Request document. If after the project start, AT&T discovers conditions are materially different from those presented; AT&T reserves the right to seek approval for additional costs using the Change Management Process.

2.5 Security Statement & Disclaimer

The Cisco ASA5510 has been selected by Customer to provide network VPN + Security. Network security appliances cannot protect against ALL forms of security threats, and cannot guarantee that network security cannot be breached. Customer agrees that AT&T is not responsible for security breaches after Customer has begun active operation of the network. Customer is responsible for defining its security policies and for identifying traffic that will be allowed to traverse the ASA5510 Appliance

3. Project Time Frame and Service Hours

Start Date: Within ninety (90) calendar days after Effective Date of SOW

End Date: Within one hundred eighty (180) calendar days after Effective Date of SOW

This engagement must commence within ninety (90) calendar days of the Effective Date, or AT&T reserves the right to modify the pricing, terms and/or conditions herein.

The Services provided under this SOW shall only be performed Monday through Friday, 8:00AM to 5:00PM local time excluding designated AT&T holidays ("Normal Business Hours"). Off Hour Hourly rates in amounts set forth in Schedule 1, Schedule of Charges will be incurred by the Customer for each Site that the Parties mutually agree in writing that AT&T shall perform Services under this SOW outside of or in excess of the Normal Business Hours.

AT&T Designated Holiday	Date Observed
New Year's Day	January 1
Memorial Day	Last Monday in May
Independence Day	July 4
Labor Day	1st Monday in September
Thanksgiving Day	4th Thursday in November
Day After Thanksgiving	4th Friday in November
Christmas Day	December 25

4. Staffing

AT&T acknowledges Customer's desire to have this work implemented on time and on schedule. To ensure effective work coordination and scheduling, AT&T will assign:

- (a) Project Manager upon Customer's acceptance of this SOW and Order placement. The AT&T Project Manager will provide a single point of contact to coordinate all activities to be delivered under the terms of this SOW.
- (b) CCNA certified on-site Installation Technicians.
- (c) CCNP and CCIE remote technical support for the on-site CCNA Technician.

AT&T may replace any of the above personnel at any time by written notice to the Customer a minimum of five (5) days prior to such change.

5. AT&T Responsibilities

AT&T will be responsible for executing the following activities. Activities not expressly included in this SOW are outside the scope of this SOW.

5.1 AT&T Project Management

In support of the Services to deploy the Customer's network, AT&T shall assign a designated AT&T Project Manager ("AT&T Project Manager") to interface directly with the Customer Project Manager.

The AT&T Project Manager's responsibilities are as follows:

- (a) Serve as the primary interface to the Customer organization and the AT&T Network Management Team.
- (a) Coordinating the Site installation priorities and the installation schedules with the Customer Project Manager and with the AT&T Network Management Team. The AT&T Project Manager will build a Project Timeline and draft and submit the installation schedules to the Customer via hardcopy or electronic format. Customer and AT&T will mutually agree to the Project Timeline.
- (b) Function as the escalation focal point for issues that may arise under this SOW.
- (c) Participating in, and sometimes leading status meetings regarding the project. The audience for such status meetings may be either the AT&T Network Management Team or the Customer as required.
- (d) Coordinating the installation of Circuits and Equipment at the Customer's Sites. Circuits, including installation of such Circuits applicable to the Services provided under this SOW will be contracted for separately by Customer and the Transport Service Vendor of those Circuits.
- (e) Provide, at the Customer's written or oral request, status updates as to the progress of the Services provided under this SOW. These updates will be provided via email or telephone conversations.
- (f) Implementation of mutually agreed upon processes for the internal management of schedules inherent to the Services provided under this SOW e.g. scheduling of installation dates. Please reference section on Change Control Process in this SOW.
- (g) Managing Test and Turn-up activity and coordination of Transport Service Vendor(s) and Equipment provider(s) associated with Equipment and Circuit Installation.

- (h) Develop and maintain an action items and issues list.
- (i) Jointly develop milestones and the project schedule with the Customer.
- (j) Deliver a project report detailing major tasks accomplished, along with specific device configurations

5.2 *Design Review*

The Design Review is used to discover and disburse relative information concerning the Cisco deployment project before the work is started. Information recorded will be used during the configuration and testing portions of the project. During Design Review, AT&T will provide the following services in preparation for the project:

- (a) Review a high-level network design diagram with the Customer that will indicate the recommended bandwidths as well as the proposed Equipment models for the Customer's Sites where AT&T Services are provided under this SOW ("Network Design").
- (b) Provide a Network Design Review to ensure all items have been properly addressed and the network has been designed appropriately. (This does not include an assessment of security needs or a review of the effectiveness of current security policy).
- (c) Review Customer supplied addressing scheme in conjunction with the Customer.
- (d) Confirm with Customer that the Site is in a state of Readiness and the network is ready. (I.E. closet has enough power, racks are installed in the closet, cabling is present in the closet, environmental conditions are met etc.).

5.3 *Equipment*

AT&T shall resell to the Customer the Equipment listed in Appendix A Bill Of Materials ("BaM"). The BaM is subject to change based on the final Customer-provided installation Site list and final engineering confirmation as applicable. In the event of changes, Customer will inform AT&T in writing of the requested change, per the Change Control process outlined in this SOW. AT&T will process the Equipment orders from the Customer based on the new configuration, and shall invoice Customer for the actual Equipment purchased.

5.4 *Staging*

AT&T will integrate all Equipment for the Services provided in this SOW an AT&T staging location as follows:

- (a) *Off-site* staging and initial quality testing of all Equipment provided by AT&T.
- (b) Receive and inventory equipment into the AT&T staging facility
- (c) Assembly and burn-in of Equipment components.
- (d) Software installation of Equipment operating system.
- (e) Load and configure Cisco Hardware.
- (f) Initial quality testing of all Equipment.
- (g) Ground shipping of the integrated Equipment to the installation Site. Shipping costs are a Customer responsibility.

5.5 Configuration

AT&T will perform the following Configuration activities as follows:

- (a) Collect information that is related to the ASA551 0 configuration and other Equipment configurations from Customer.
- (b) Review and validate the information provided by Customer.
- (c) Configure ASA551 0 Appliance in accordance with the Customer defined Security Policy.
- (d) Configure the Equipment based upon Customer supplied parameters.
- (e) Review ASA551 0 Appliance configuration with the Customer.
- (f) Upgrade the ASA551 0 Appliance software to the latest version if needed.
- (g) Present information for each device to the staging facility.
- (h) Verify functionality requirements with the Customer

5.6 Installation

AT&T will manage the following installation activities:

- (a) Confirm with Customer that the Customer has completed the Site Readiness Recommendations and the network is ready for installation.
- (b) Unpack, inventory and inspect AT&T provided Equipment at the Customer installation Site.
- (c) Install/Rack mount and connect the Equipment to the Customer provided facilities at the agreed upon demarcation points.
- (d) Troubleshoot and replace hardware failures of new Equipment relating to the installation/upgrade of the AT&T provided product.
- (e) Provide remote technical support for the on-site installation technician during the installation, migration, cutover and implementation testing.

5.7 Test and Turn-up

AT&T will manage the following Test and Turn-Up functions applicable to each Site after the Equipment installation.

- (a) Execute the Implementation test plan
- (b) Document IP addressing plan and equipment configuration.
- (c) Test to confirm that the Circuit Demarcation Point has connectivity to the AT&T Network.
- (d) Test and confirm that the Inside Wiring for Demarc Extension is operational.
- (e) Conduct ping test and verify connectivity.
- (f) Confirm that Equipment configuration is properly installed and operational.

- (g) Verify connection to public Internet Sites from Municipal complex.

5.8 Training

AT&T will provide the following Training:

- (a) "Over-the-Shoulder" Knowledge Transfer training for up to (3) key Customer IT employees at a mutually agreed Customer Site. This is not formal training but a review of processes and procedures related to the ASA5510 installation to facilitate Customer in ongoing support of network.

- (b) The following topics will be covered:

Basic firewall configuration

- Interface Configuration
- Security level (0 - 100)
- nameif-Assigns (inside, outside, dmz, management, etc)
- type and capability (Hardware, Speed, Duplex)
- IP address-Assigns

General Administration

- Device
- User Accounts
- Telnet & SSH
- SNMP
- NTP
- Fix-ups

Translations Rules - NAT configuration

- NAT & PAT - Shields
- Global - Shields

Access Rules creation and modification

- access lists (IP, TCP, UDP & ICMP)

Reading Logs

In addition, Cisco will provide \$3,000 in Learning Credits to AT&T to offer the Customer towards a Cisco Certified Learning Class offered by a Cisco Certified Training Partner based on the Customer purchasing all of the Equipment identified in Appendix A.

5.9 Cutover Support

AT&T will provide services during and after normal business hours to support the cutover to the new Cisco LANIWAN infrastructure:

6. Customer Responsibilities

The Customer Responsibilities are as follows:

- (a) Provide identity and contact information for a Customer Project Manager. This is the primary interface for the AT&T Project Manager.

- (b) Designate a Technical Contact that has detailed knowledge of existing Customer LANIWAN network and project objectives.
- (c) Provide authorized personnel on-site during Equipment Installation and Test and Turn-Up.
- (d) Coordinate any downtime necessary for network implementation.
- (e) For each Site to be deployed, provide Local Site Contact name, telephone number, address, and email for both a primary and backup Local Site Contact. This is to facilitate local scheduling issues, Equipment delivery confirmation, and other Site-specific details. This information is to be provided to the AT&T Project Manager for each Site.
- (f) Provide entry into all buildings, wiring closets, etc required in order to properly install the Equipment.
- (g) Customer shall review and provide relevant comments (in the form of additional data requirements, preliminary conclusions, or recommended technical architecture) or Subject Matter Experts (USME) resources from applicable information technology departments or business units to assist in completing AT&T deliverables in a timely manner.
- (h) Provide information that documents the Legacy Network design and configuration if this is an extension to a Legacy Network. Provide all related configuration information required, existing addressing schema, VLAN design, etc. Customer must have already devised its IP addressing scheme and is expected to provide in spreadsheet (or similar) format, the IP addresses that correspond to each piece of Equipment that will be installed as part of the Services provided in this SOW.
- (i) Provide AT&T with a hostname and IP addresses to use for the ASA5510 External and Internal zones.
- (j) Define a Security Policy that identifies the source/destination IP addresses and TCP/UDP ports to be permitted through the ASA5510 Appliance.
- (k) Provide a checklist & required resources for verifying correctness of ASA5510 configuration.
- (l) Ensure that AT&T's request for information or documentation is delivered within a mutually agreed upon timeframe.
- (m) Ensure all Legacy Equipment used for redeployment will be operational and satisfy the requirements for this project. If the Customer has a Legacy Network, it is the Customer's responsibility to update the configurations of those devices and Sites that must communicate to the Equipment deployed as part of the Services provided in this SOW to ensure proper connectivity. Customer assumes complete responsibility if this Legacy Equipment is faulty in any fashion.
- (n) Provide AT&T, login and password information to all Legacy Equipment that is related to the Services provided in this SOW, including both basic access and modification access
- (o) Validate that Legacy Equipment related to Services provided in this SOW, has appropriate software levels, sufficient memory and hardware modules to support the new Customer network design requirements.
- (p) Customer is responsible to re-configure all workstations, web servers, and DNS/DHCP/WWW servers.

- (q) Perform all Site preparation activities including, but not limited to, power, core drilling, ventilation, proper environmental and space requirements as per the Equipment manufacturer's specifications, and the installation of Equipment racks.
- (r) Implement/Deploy inside cabling plant, patch panels, equipment racks, conduit, power receptacles and protection, patch cords (copper and fiber) as required for this implementation.
- (s) Provide all required cables and racks and have them installed on the first day of the agreed installation.
- (t) Extend demarcation point to equipment installation location.
- (u) Should the Customer install their own in-house wiring, it must meet at a minimum, the specifications for Category-5 cabling. In addition, the cabling will be installed within six (6) feet of Equipment location. Failure to meet these requirements at the time of Equipment Installation will constitute a Customer Not Ready charge.
- (v) Provide an available hub or switch port on downstream LAN for deployed Equipment.
- (w) Provide an analog Circuit to the Equipment installation point at each Site. The Customer shall also provide an analog modem for Out of Band Access to the Equipment at each Site. Customer is responsible for the installation of the cable between the Equipment and the analog modem and the patch cable from the analog Circuit to the modem.
- (x) Provide a voice telephone line and number (near the Cisco product) for use by the installer.
- (y) If the Equipment Installation date is not scheduled based on the Circuit installation date, Customer must provide AT&T a minimum of five (5) business notice for scheduling Equipment Installations for each Customer Site
- (z) Notify AT&T Project Manager of any schedule changes within ten (10) business days of any scheduled activity. Scheduling changes and/or cancellations made after this ten-day window shall be subject to AT&T's then current cancellation penalty charge.
- (aa) Customer is responsible for shipping costs and AT&T travel costs and will be invoiced the actual amounts.
- (bb) Provide a signature sign-off (Site Acceptance Form) as concurrence of Site completion for each Site where AT&T has provided Services under this SOW.
- (cc) Assume responsibility for the network infrastructure upon completion of the Services provided in this SOW.

7. Change Control Process

The Change Control Process governs changes to the project scope during the life of the project. The purpose of this process is to standardize and optimize the evaluation, testing, and installation of new features and functionality during the project. The process will apply to new components and to enhancements of existing components. The Change Control Process will commence at the start of the project and will continue throughout the project's duration. A Change Request will be the vehicle for communicating any desired changes to the project. It will describe the change, the reason for the change, the effect the change may have on the project, an itemized bill of materials and associated Professional Services.

AT&T manages changes that have cost or schedule impact as contractual changes through a disciplined contracting process. Either Party must submit change requests to contractual documents in writing via Appendix B to this SOW. The party requesting the change must submit a written request to the other party and the receiving party shall issue a written response within five (5) business days of the receipt of the request, including whether the receiving party accepts or rejects the request and/or any changes to the Terms and Conditions. Once agreed upon, both parties must execute the document in Appendix B.

8. Deliverables

AT&T will provide the following deliverables to the Customer:

Engagement Kickoff Meeting	<ul style="list-style-type: none"> • Engagement Plan Review • Communications Plan • Review Project Timelines and Schedule
Service(s)	<ul style="list-style-type: none"> • Project Management • Design Review • Staging • Configuration • Installation • Test and Turn-Up • Training • Cutover Support
Project Status reporting	<ul style="list-style-type: none"> • Status reports and meetings will be held on a regular basis mutually agreed upon by Customer and AT&T.
Documents	<ul style="list-style-type: none"> • Pre Installation Guide - As built configuration final documentation (electronic copy) of network Equipment hardware and software (requires Customer input) • Implementation specific network diagram including IP addressing, route tables, routing protocols, and VLAN information if applicable.
Final Project Review and Closeout	<ul style="list-style-type: none"> • AT&T will provide a final project status to the Customer Project Manager at the completion of the project

9. Acceptance Approval

AT&T shall validate the process steps to achieve Acceptance of the Services in consultation with Customer during the start-up period for the Project. AT&T will confirm that Equipment configuration is properly installed

and operational. The acceptance criteria shall be considered fulfilled upon successful completion of the following tests:

- (a) Component Interconnection/Connectivity tests will be performed to confirm basic communication between the host router and remote Site routers, i.e. PING.
- (b) Verify WAN connectivity.

After successful installation and turn-up of the Site, the AT&T Project Manager will obtain a signoff from the Customer Project Manager on the Site Acceptance Form, provided to the Customer upon completion of the Service(s).

Customer shall have five (5) business days from receipt of the Site Acceptance Form to execute it or notify AT&T in writing of its reasons for rejection ("Rejection"). In the event there is no response from Customer within the five (5) business days, the Services shall be deemed Accepted. In the event of a Rejection, AT&T shall address the issue(s) within ten (10) business days of receipt of the Rejection notice and will then resubmit the Site Acceptance Form per the above process. Time to address any quality of service or re-work issue(s) may be extended by mutual consent of the parties.

10. Assumptions

This SOW, including but not limited to the rates and charges, is based on the following assumptions. If any of these assumptions are found to be inaccurate or invalid, AT&T shall provide Customer with the changes to the scope, tasks, deliverables or terms and conditions of this SOW via the Change Control Process described in this SOW

- (a) All of the work will be performed in the Contiguous United States (excludes Hawaii and Alaska).
- (b) AT&T shall endeavor to arrange that all information presently known to be necessary for the performance of services as stated in the SOW has been disclosed or provided to the AT&T engagement personnel and shall provide information reasonably requested by them.
- (c) Customer takes full responsibility and liability for the accuracy of all information supplied to AT&T by Customer representatives and which AT&T relies upon in the performance of this Agreement.
- (d) AT&T will document and review specific requirements provided to the Customer and will require final approval by the Customer SPOC prior to starting any work under this SOW.
- (e) There will be no other materials required other than what is stated in this SOW to be supplied by AT&T.
- (f) This SOW does not include DMARC extensions, wiring, running cable, or installing AC outlets/power. It is assumed that the Customer will provide or contract a vendor of choice for these services.
- (g) AT&T reserves the right to perform some or all project activities remotely as long as the quality of the work to be performed or the agreed-upon schedules are not affected.
- (h) AT&T is not responsible for security breaches after Customer has begun active operation of the network.
- (i) Customer is responsible for defining its security policies.
- (j) AT&T highly recommends that the Customer provide anti-virus protection for the new Customer network.
- (k) If applicable, client software included in Appendix A of this SOW, AT&T, in compliance with the Customer's security and/or change control policy, will demonstrate the installation and operation of client software for Customer personnel on one (1) Customer-owned computer. The Customer is responsible for installing client software on all other desktops requiring the application
- (l) This SOW does not include a Network Performance Analysis or Readiness Assessment for existing network integration unless otherwise specified.

- (m) Unless otherwise described within this SOW, no assumptions are made regarding existing power backup systems. Customer should evaluate the impact a power failure may have on end-user abilities to place and receive phone calls, including access to emergency services.
- (n) The following services are not covered under this Statement of Work:
 - 1. Support or replacement of Equipment that is altered, modified, mishandled, destroyed or damaged by natural causes, or damaged due to a negligent or willful act or omission by Customer or use by Customer other than as specified in the applicable AT&T-supplied documentation.
 - 2. Services, software or hardware required for software or hardware problem resolution resulting from third party products or causes beyond AT&T's control.
 - 3. Services for non-Cisco product or software.
 - 4. Any hardware upgrade required to run new or updated software.
 - 5. Data network reconfiguration to support Cisco IP Telephony that may be covered under separate statements of work.
 - 6. Any PBX interface and/or configuration and telco circuit's changes or upgrades.
 - 7. Network audits, network design, and network expansion, AT&T Consulting Services and/or training that are offered under a separate Order.

11. Termination

In the event Customer terminates this SOW for any reason other than for cause, Customer must provide AT&T thirty (30) days prior written notice and is responsible for all Service fees, charges and expenses incurred up until the date of termination.

If Customer terminates for its convenience, Customer shall indemnify AT&T for any termination charges incurred by AT&T due to the early termination of any of its supplier agreements that were made by AT&T solely in connection herewith.

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SCHEDULE 1

SCHEDULE OF CHARGES

Below is the schedule of charges for the Services provided in this SOW. Services prices are valid for a period of one (1) year from the date of acceptance of the Agreement by AT&T.

Charge Description	Charge
Network Integration Services; Normal Business Hours, includes the following: (a) Project Management (b) Design Review (c) Staging (d) Configuration (e) Installation (f) Test and Turn-Up (g) Training (h) Cutover Support (i) Deliverables	\$ 26,412.00
Equipment (hardware and software)	\$133,110.00
Maintenance (Smartnet)	\$ 11,365.00
Expedite Charge: If Customer changes the Site Equipment Installation date accepted and agreed to in the Project Timeline by Customer and AT&T, Customer will permit AT&T five (5) full business days lead time to allow for Project planning and resource rescheduling time. If less than five (5) full business days lead time is provided by Customer, an Expedite Charge will be applied to that Site	Actual expenses incurred and hours worked
Customer Not Ready Charge: Incurred for the following situations: <ul style="list-style-type: none">• Circuits provided by vendors other than AT&T, which are not in a ready state,• Site not ready (such as failure of Customer local personnel to be available at the required times),• Customer configuration errors• Issues with Customer provided equipment or third party vendors.	\$ 234.00
Trip Charge Rates: SUBsequent visits beyond those identified in this SOW or due to non-AT&T related issues	\$ 370.00



Hourly rate; Normal Business Hours: Excessive time spent on Site will be chargeable only if AT&T personnel are not responsible for these delays. Excessive time is defined as time beyond the project timeframe needed to complete the on-site installation and shall include: 1) Existing Customer equipment or components are found to be missing, 2) Customer technical resource is not available or unaware of the planned installation, 3) the installation is delayed or cannot be completed because of incorrect configurations or design provided by Customer.	\$ 120.00 Ihourly
Hourly rate; outside Normal Business Hours: Excessive time spent on Site will be chargeable only if AT&T personnel are not responsible for these delays. Excessive time is defined as time beyond the project timeframe needed to complete the on-site installation and shall include: 1) Existing Customer equipment or components are found to be missing, 2) Customer technical resource is not available or unaware of the planned installation, 3) the installation is delayed or cannot be completed because of incorrect configurations or design provided by Customer.	\$ 180.00 Ihourly
No Show Charge: If Customer Local Site Contact is not present, or if the Site is not ready, a charge per "no show" will be assessed. This will not be billed until the onsite technician has waited for (1) hour. Onsite technician must call the AT&T Project Manager upon arrival at the Site. AT&T will notify Customer Project Manager, if no Local Site Contact can be found.	\$ 120.00 Ihourly
Re-Schedule/Cancellation Charge: If Customer cancels or reschedules an installation with less than two business days notice, this Charge will apply	\$ 130.00

ADDITIONAL PRICING TERMS AND CONDITIONS

- (a) Fixed pricing is based on the currently defined Scope of Work. Any additions or changes to this Scope of Work will necessitate changes in pricing. It is also assumed that no project delays occur that would require AT&T to stop work. AT&T will not be held financially responsible for project delays outside of its control.
- (b) AT&T shall invoice the Customer for the Equipment upon shipment from the manufacturer. AT&T will invoice the Service Charges upon Acceptance by the Customer as defined in the Acceptance/Approval section of this SOW. AT&T invoices will be presented on a monthly basis, and will cover Accepted Services and Equipment ordered during the previous calendar month.
- (c) Shipping charges are not included in the price of the Equipment, are the responsibility of the Customer, and will be billed as a separate line item on the monthly invoice as incurred.
- (d) Travel and related expenses: The pricing does not include expenses for AT&T travel to Customer's facilities. Standard business expenses (e.g., transportation, food, lodging) incurred by AT&T in connection with delivery of the Services will be billed at cost as a separate line item on Customer's



Addendum to Comprehensive Service Order Attachment

invoice. AT&T personnel will incur travel expenses only after receiving permission from the Customer's authorized Project Manager.

- (e) Work Locations: All Services described in this SOW will be provided within the Contiguous United States (excludes Alaska and Hawaii). All prices and estimates are submitted in U.S. dollars (UUSD).
- (f) All taxes and excise fees are the responsibility of Customer and have not been included in the above quoted prices. All prices are in U.S. dollars.

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APPENDIX A: EQUIPMENT ORDER LIST (BOM)

		Qty.
SPARES		
WS-C3560-8PC-S	Catalyst 35608 10/100 PoE + 1 T/SFP + IPB Image	1
CAB-AC-RA	Power Cord, 110V, Right Angle	1
WS-C3750-24PS-S	Catalyst 3750 2410/100 PoE + 2 SFP + IPB Image	3
CAB-AC	Power Cord, 110V	3
CAB-STACK-50CM	Cisco StackWise 50CM Stacking Cable	3
WS-C3750-48PS-S	Catalyst 3750 4810/100 PoE + 4 SFP + IPB Image	1
CAB-AC	Power Cord, 110V	1
CAB-STACK-50CM	Cisco StackWise 50CM Stacking Cable	1
GLC-SX-MM=	GE SFP, LC connector SX transceiver	5
ADMIN		
WS-C3750-24PS-S	Catalyst 3750 24 10/100 PoE + 2 SFP + IPB Image	5
CAB-AC	Power Cord, 110V	5
CAB-STACK-50CM	Cisco StackWise 50CM Stacking Cable	5
GLC-SX-MM=	GE SFP, LC connector SX transceiver	3
WS-C3750-48PS-S	Catalyst 3750 4810/100 PoE + 4 SFP + IPB Image	4
CAB-AC	Power Cord, 110V	4
CAB-STACK-50CM	Cisco StackWise 50CM Stacking Cable	4
GLC-SX-MM=	GE SFP, LC connector SX transceiver	5
WS-C3750G-12S-E	Catalyst 375012 SFP + IPS Image	1
CAB-AC	Power Cord, 110V	1
CAB-STACK-50CM	Cisco StackWise 50CM Stacking Cable	1
CON-OSP-3750G 12E	ONSITE 24X7X4 Cat 375012 SFP Enhanced Multilayer Img	1
GLC-SX-MM=	GE SFP, LC connector SX transceiver	5
PO		
WS-C3560-8PC-S	Catalyst 3560 810/100 PoE + 1 T/SFP + IPB Image	1
CAB-AC-RA	Power Cord, 110V, Right Angle	1



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GLC-SX-MM=	GE SFP, LC connector SX transceiver	1
WS-C3750-24PS-S	Catalyst 3750 2410/100 PoE + 2 SFP + IPB Image	2
CAB-AC	Power Cord,11 0V	2
CAB-STACK-50CM	Cisco StackWise 50CM Stacking Cable	2
GLC-SX-MM=	GE SFP, LC connector SX transceiver	1
WS-C3750-48PS-S	Catalyst 3750 4810/100 PoE + 4 SFP + IPB Image	3
CAB-AC	Power Cord, 11 0V	3
CAB-STACK-50CM	Cisco StackWise 50CM Stacking Cable	3
GLC-SX-MM=	GE SFP, LC connector SX transceiver	2
WS-C3750G-12S-E	Catalyst 375012 SFP + IPS Image	1
CAB-AC	Power Cord,11 0V	1
CAB-STACK-50CM	Cisco StackWise 50CM Stacking Cable	1
CON-OSP-3750G 12E	ONSITE 24X7X4 Cat 3750 12 SFP Enhanced Multilayer Img	1
GLC-SX-MM=	GE SFP, LC connector SX transceiver	5
	Port etr.	
WS-C3750G-12S-E	Catalyst 375012 SFP + IPS Image	1
CAB-AC	Power Cord, 11 0V	1
CAB-STACK-50CM	Cisco StackWise 50CM Stacking Cable	1
CON-OSE-3750G 12E	ONSITE 8X5X4 Cat 375012 SFP Enhanced Multilayer Img	1
GLC-SX-MM=	GE SFP, LC connector SX transceiver	10
	Barracuda Bay	
WS-C3560-8PC-S	Catalyst 3560 810/100 PoE + 1 T/SFP + IPB Image	1
CAB-AC-RA	Power Cord, 11 0V, Right Angle	1
GLC-SX-MM=	GE SFP, LC connector SX transceiver	4
	Pub Works	
WS-C3750-24PS-S	Catalyst 3750 24 10/100 PoE + 2 SFP + IPB Image	1
CAB-AC	Power Cord,11 0V	1
CAB-STACK-50CM	Cisco StackWise 50CM Stacking Cable	1
GLC-T=	1000BASE-T SFP	1
WS-C3750-24PS-S	Catalyst 3750 2410/100 PoE + 2 SFP + IPB Image	1
CAB-AC	Power Cord,11 0V	1



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CAB-STACK-50CM	Cisco StackWise 50CM Stacking Cable	1
	Fire Station	
WS-C3560-8PC-S	Catalyst 3560 8 10/100 PoE + 1 T/SFP + IPB Image	1
CAB-AC-RA	Power Cord, 110V, Right Angle	1
WS-C3560-8PC-S	Catalyst 3560 810/100 PoE + 1 T/SFP + IPB Image	1
CAB-AC-RA	Power Cord, 110V, Right Angle	1
	Topology	
CISCO2811-HSEC/K9	2811 Bundle w/AIM-VPN/SSL-2,Adv. IP Serv,10 SSL lic,64F/256D	1
AIM-VPN/SSL-2	DES/3DES/AES/SSL VPN Encryption/Compression	1
CAB-AC	Power Cord,110V	1
FL-WEBVPN-10-K9	Feature License IOS SSL VPN Up To 10 Users (Incremental)	1
MEM2800-256D-INC	256MB DDR DRAM Memory factory default for the Cisco 2800	1
MEM2800-64CF-INC	64MB CF default for Cisco 2800 Series	1
PWR-2811-AC	Cisco 2811 AC power supply	1
ROUTER-SDM	Device manager for routers	1
S28NAISK9-12409T	Cisco 2800 ADVANCED IP SERVICES	1
CON-OSP-C2811 HSE	ONSITE 24X7X4 2811 Security Bundle,AIM-VPN-EPII-PLUS,Adv. IP	1
CISCO2811-HSEC/K9	2811 Bundle w/AIM-VPN/SSL-2,Adv. IP Serv,10 SSL lic,64F/256D	1
AIM-VPN/SSL-2	DES/3DES/AES/SSL VPN Encryption/Compression	1
CAB-AC	Power Cord, 110V	1
FL-WEBVPN-10-K9	Feature License IOS SSL VPN Up To 10 Users (Incremental)	1
MEM2800-256D-INC	256MB DDR DRAM Memory factory default for the Cisco 2800	1
MEM2800-64CF-INC	64MB CF default for Cisco 2800 Series	1
PWR-2811-AC	Cisco 2811 AC power supply	1
ROUTER-SDM	Device manager for routers	1
S28NAISK9-12409T	Cisco 2800 ADVANCED IP SERVICES	1
CON-OSP-C2811 HSE	ONSITE 24X7X4 2811 Security Bundle,AIM-VPN-EPII-PLUS,Adv. IP	1
CISCO2811-HSEC/K9	2811 Bundle w/AIM-VPN/SSL-2,Adv. IP Serv,10 SSL lic,64F/256D	1
AIM-VPN/SSL-2	DES/3DES/AES/SSL VPN Encryption/Compression	1
FL-WEBVPN-10-K9	Feature License IOS SSL VPN Up To 10 Users (Incremental)	1
MEM2800-256D-INC	256MB DDR DRAM Memory factory default for the Cisco 2800	1
MEM2800-64CF-INC	64MB CF default for Cisco 2800 Series	1



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PWR-2811-AC	Cisco 2811 AC power supply	1
ROUTER-SDM	Device manager for routers	1
CAB-AC	Power Cord, 11 OV	1
CON-OSP-C2811 HSE	ONSITE 24X7X4 2811 Security Bundle,AIM-VPN-EPTI-PLUS,Adv. IP	1
S28NRAISK9-12415T	Cisco 2800 AISK9-AISK9 FEAT SET FACTORY UPG FOR BUNDLES	1
CISC02811-HSEC/K9	2811 Bundle w/AIM-VPN/SSL-2,Adv. IP Serv,10 SSL lic,64F/256D	1
AIM-VPN/SSL-2	DES/3DES/AES/SSL VPN Encryption/Compression	1
CAB-AC	Power Cord, 11 OV	1
FL-WEBVPN-10-K9	Feature License IOS SSL VPN Up To 10 Users (Incremental)	1
MEM2800-256D-INC	256MB DDR DRAM Memory factory default for the Cisco 2800	1
MEM2800-64CF-INC	64MB CF default for Cisco 2800 Series	1
PWR-2811-AC	Cisco 2811 AC power supply	1
ROUTER-SDM	Device manager for routers	1
S28NAISK9-12409T	Cisco 2800 ADVANCED IP SERVICES	1
CON-OSP-C2811 HSE	ONSITE 24X7X4 2811 Security Bundle,AIM-VPN-EPII-PLUS,Adv. IP	1
CISC02811-HSEC/K9	2811 Bundle w/AIM-VPN/SSL-2,Adv. IP Serv,10 SSL lic,64F/256D	1
AIM-VPN/SSL-2	DES/3DES/AES/SSL VPN Encryption/Compression	1
CAB-AC	Power Cord, 11 OV	1
FL-WEBVPN-10-K9	Feature License IOS SSL VPN Up To 10 Users (Incremental)	1
MEM2800-256D-INC	256MB DDR DRAM Memory factory default for the Cisco 2800	1
MEM2800-64CF-INC	64MB CF default for Cisco 2800 Series	1
PWR-2811-AC	Cisco 2811 AC power supply	1
ROUTER-SDM	Device manager for routers	1
S28NAISK9-12409T	Cisco 2800 ADVANCED IP SERVICES	1
CON-OSP-C2811 HSE	ONSITE 24X7X4 2811 Security Bundle,AIM-VPN-EPII-PLUS,Adv. IP	1
	DIA	
ASA5510-BUN-K9	ASA 5510 Appliance with SW, 5FE, 3DES/AES	1
ASA5500-ENCR-K9	ASA 5500 Strong Encryption License (3DES/AES)	1
SSM-BLANK	ASNIPS SSM Slot Cover	1
ASA-VPN-CLNT-K9	Cisco VPN Client Software (Windows, Solaris, Linux, Mac)	1
CAB-AC	Power Cord, 11 OV	1
CON-OSP-AS1BUNK9	ONSITE 24X7X4 ASA5510 w/ 50 VPN Peers, 3 FE, 3DES/AES	1
SF-ASA-7.2-K8	ASA 5500 Series Software v7.2	1



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	PT1	
CISC02811-HSEC/K9	2811 Bundle w/AIM-VPN/SSL-2,Adv. IP Serv,10 SSL lic,64F/256D	1
AIM-VPN/SSL-2	DES/3DES/AES/SSL VPN Encryption/Compression	1
CAB-AC	Power Cord,110V	1
FL-WEBVPN-10-K9	Feature License IOS SSL VPN Up To 10 Users (Incremental)	1
MEM2800-256D-INC	256MB DDR DRAM Memory factory default for the Cisco 2800	1
MEM2800-64CF-INC	64MB CF default for Cisco 2800 Series	1
PWR-2811-AC	Cisco 2811 AC power supply	1
ROUTER-SDM	Device manager for routers	1
CON-OSP-C2811 HSE	ONSITE 24X7X4 2811 Security Bundle,AIM-VPN-EPII-PLUS,Adv. IP	1
S28NRAISK9-12415T	Cisco 2800 AISK9-AISK9 FEAT SET FACTORY UPG FOR BUNDLES	1
VWIC2-2MFT-T1/E1	2-Port 2nd Gen Multiflex Trunk VoicelWAN Int. Card - T1/E1	1
CISC02851-HSEC/K9	2851 Bundle w/AIM-VPN/SSL-2,Adv. IP Serv, 10 SSL lic,64F/256D	1
AIM-VPN/SSL-2	DES/3DES/AES/SSL VPN Encryption/Compression	1
FL-WEBVPN-10-K9	Feature License IOS SSL VPN Up To 10 Users (Incremental)	1
MEM2800-256D-INC	256MB DDR DRAM Memory factory default for the Cisco 2800	1
MEM2800-64CF-INC	64MB CF default for Cisco 2800 Series	1
PWR-2821-51-AC	Cisco 2821/51 AC power supply	1
ROUTER-SDM	Device manager for routers	1
CAB-AC	Power Cord, 110V	1
CON-OSP-C2851 HSE	ONSITE 24X7X4 2851 Security Bundle,AIM-VPN-EPII-PLUS,Adv. IP	1
S28NRAISK9-12415T	Cisco 2800 AISK9-AISK9 FEAT SET FACTORY UPG FOR BUNDLES	1
VWIC2-2MFT-T1/E1	2-Port 2nd Gen Multiflex Trunk VoicelWAN Int. Card - T1/E1	1



APPENDIX B - CHANGE REQUEST FORM

CHANGE REQUEST FORM

Change Request Number: _____			
AT&T Requestor:	_____	NI Tracking #:	_____
Title:	_____	Date of Request:	_____
Nature of the Change Request:			
<i>(Please list specific details explaining the Change):</i>			
Change Priority:			
<u>Attached Materials:</u> (list of additional documents required for other sources - Le. engineering drawings, equipment order list, etc)			
To be completed by the Project Manager:			
Impact of Change on the Project:			
Impact of Project Time and Scheduled Delivery Date:			
Impact on Pricing and Work Order(s):			
Notes or Additional Information:			



APPENDIX C: SERVICE ACCEPTANCE FORM

LIST OF ACTIVITIES	Applicable	Completion date	Initial
<u>Customer Responsibilities</u>			
LIST AS APPLICABLE	√		
	√		
	√		
	√		
	√		
<u>AT&T Responsibilities</u>			
	√		
	√		
	√		
	√		

Customer Acceptance:

AT&T Acceptance:

By: _____
(Authorized Representative)

By: _____
(Authorized Representative)

(Typed or Printed Name)

(Typed or Printed Name)

(Title)

(Title)

(Date)

(Date)

RESOLUTION NO. 28-08

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF RIVIERA BEACH, PALM BEACH COUNTY, FLORIDA, APPROVING A 48-MONTH CONTRACT TO LEASE METRO ETHERNET NETWORK CIRCUITS WITH AT&T/BELLSOUTH TELECOMMUNICATIONS, INC. IN THE AMOUNT OF \$47,054; AUTHORIZING THE MAYOR AND CITY CLERK TO EXECUTE THE CONTRACT; AUTHORIZING AN ADDITIONAL \$38,522 IN OTHER NON-AT&T/BELLSOUTH PROJECT-RELATED COSTS; FURTHER AUTHORIZING THE INTERIM FINANCE DIRECTOR TO APPROPRIATE FUND BALANCE IN THE CAPITAL IMPROVEMENT FUND IN THE AMOUNT OF \$18,759 AND BUDGET THE EXPENDITURE OF FUNDS FROM THE CAPITAL IMPROVEMENT FUND ACCOUNT 305-0243-519-0-6351 FOR THE METRO ETHERNET CIRCUITS AS PART OF THE COMPUTER NETWORK INFRASTRUCTURE PROJECT; AND PROVIDING FOR AN EFFECTIVE DATE.

WHEREAS, staff has evaluated several options and recommends the AT&T/BellSouth Telecommunications, Inc. Metro Ethernet circuit solution as the best overall value to provide robust voice and data services for City employees and other computer users; and

WHEREAS, the City's existing data circuits are obsolete, inflexible and no longer meet our current and future needs; and

WHEREAS, our current telecom provider, the State of Florida, Department of Management Services, is phasing out the City's Routed Transport Services Frame Relay circuits and is scheduled to charge us 50% more for these circuits effective August 1, 2008 unless we switch to another product and provider; and

WHEREAS, the Metro Ethernet circuit solution provides a robust, highly flexible and cost effective solution that will help increase employee productivity and allow staff to manage the City's network and infrastructure equipment so that they can install critical Information Technology projects quickly and without bureaucratic delay.

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

SECTION 1. The Mayor and City Clerk are authorized to execute the 48-month AT&T/BellSouth Telecommunications, Inc. Customer Service Arrangement Agreement for the installation and monthly lease of Metro Ethernet circuits for a total cost of \$47,054 annually.

SECTION 2. That other one-time non-AT&T/BellSouth project-related expenses, such as providing dual RTS and Metro Ethernet monthly service until project completion, underground conduit from BellSouth facilities to our buildings, and fiber cabling inside the Port Center building to connect two City network equipment closets, totaling \$38,522 are approved.

SECTION 3. The Interim Finance Director is authorized to appropriate Fund Balance in the Capital Improvement Fund (305) and set up a budget in the amount of \$18,759 for capital costs and make payment for same as follows:

Revenue:		
CapitalImprov Fund	\$18,759	305-00-399999
Fund Balance		
Expenditure		
Ethernet CapitalImprov		
- Other Than Bldg	\$18,759	305-0243-519-0-6351

SECTION 4. That this Resolution shall take effect immediately upon its passage and approval by the City Council.

2008.

PASSED and APPROVED this 20 day of February

APPROVED:

Thomas A. Masters

THOMAS A. MASTERS
MAYOR

Shelby L. Lowe
SHELBY L. LOWE
CHAIRPERSON

ATTEST:

Carrie E. Ward

CARRIE E. WARD
MASTER MUNICIPAL CLERK
CITY CLERK

Lynne L. Hubbard
LYNNE L. HUBBARD
CHAIR PRO TEM

Norma Duncombe
NORMA DUNCOMBE
COUNCILPERSON

Cedrick A. Thomas
CEDRICK A. THOMAS
COUNCILPERSON

James "Jim" Jackson
JAMES "JIM" JACKSON
COUNCILPERSON

MOTIONED BY: C. Thomas

SECONDED BY: J. Jackson

aye

aye

aye

aye

aye

REVIEWED AS TO LEGAL SUFFICIENCY

Pamala Hanna Ryan
PAMALA HANNA RYAN, CITY ATTORNEY

DATE: 2/13/08



Contract Service Arrangement Agreement

Case Number FL07-3302-07

This Contract Service Arrangement (CSA) Agreement ("Agreement") is by and between BellSouth Telecommunications, Inc., a Georgia corporation, d/b/a BellSouth, ("Company") and RIVIERA BEACH CITY OF ("Customer or Subscriber"), and is entered into pursuant to Tariff Section A5 of the General Subscriber Services Tariff. This Agreement is based upon the following terms and conditions as well as any Attachment(s) affixed and the appropriate lawfully filed and approved tariffs which are by this reference incorporated herein.

1. Subscriber requests and Company agrees, subject to the terms and conditions herein, to provide the service described in this Agreement at the monthly and nonrecurring rates, charges, and conditions as described in this Agreement ("Service"). The rates, charges, and conditions described in this Agreement are binding upon Company and Subscriber for the duration of this Agreement. For the purposes of the effectiveness of the terms and conditions contained herein, this Agreement shall become effective upon execution by both parties. For purposes of the determination of any service period stated herein, said service period shall commence the date upon which installation of the service is completed.
2. Company agrees to provide Subscriber notice of any additional tariffed services required for the installation of the Service. Subscriber agrees to be responsible for all rates, charges and conditions for any additional tariffed services that are ordered by Subscriber.
3. This Agreement is subject to and controlled by the provisions of Company's or any of its affiliated companies' lawfully filed and approved tariffs, including but not limited to Section A2 of the General Subscriber Services Tariff and NO.2 of the Federal Communications Commission Tariff and shall include all changes to said tariffs as may be made from time to time. All appropriate tariff rates and charges shall be included in the provision of this service. Except for the expressed rates, charges, terms and conditions herein, in the event any part of this Agreement conflicts with the terms and conditions of Company's or any of its affiliated companies' lawfully filed and approved tariffs, the tariff shall control.
4. This Agreement may be subject to the appropriate regulatory approval prior to commencement of installation. Should such regulatory approval be denied, after a proper request by Company, this Agreement shall be null, void, and of no effect.
5. If Subscriber cancels this Agreement prior to the completed installation of the Service, but after the execution of this Agreement by Subscriber and Company, Subscriber shall pay all reasonable costs incurred in the implementation of this Agreement prior to receipt of written notice of cancellation by Company. Notwithstanding the foregoing, such reasonable costs shall not exceed all costs which would apply if the work in the implementation of this Agreement had been completed by Company.
6. The rates, charges, and conditions described in this Agreement may be based upon information supplied to Company by the Subscriber, including but not limited to forecasts of growth. If so, Subscriber agrees to be bound by the information provided to Company. Should Subscriber fail to meet its forecasted level of service requirements at any time during the term of this Agreement, Subscriber shall pay all reasonable costs associated with its failure to meet its projected service requirements.



Contract Service Arrangement Agreement

Case Number FL07-3302-07

7. (a) If Subscriber cancels this Agreement or a Service provided pursuant to this Agreement at any time prior to the expiration of the service period set forth in this Agreement, Subscriber shall be responsible for all termination charges. Unless otherwise specified by the tariff or stated elsewhere in this Agreement, termination charges are defined as fifty percent (50%) of the recurring charges due or remaining as a result of the minimum service period agreed to by the Company and Subscriber and set forth in this Agreement and any nonrecurring charges that were not applied upon installation as set forth in this Agreement.

(b) Subscriber further acknowledges that it has options for its telecommunications services from providers other than Company and that it has chosen Company to provide the services in this Agreement. Accordingly, if Subscriber assigns this Agreement to a certified reseller of Company local services and the reseller executes a written document agreeing to assume all requirements of this Agreement, Subscriber will not be billed termination charges. However, Subscriber agrees that in the event it fails to meet its obligations under this Agreement or terminates this Agreement or services purchased pursuant to this Agreement in order to obtain services from a facilities based service provider or a service provider that utilizes unbundled network elements, Subscriber will be billed, as appropriate, termination charges as specified in this Agreement.
8. This Agreement shall be construed in accordance with the laws of the State of Florida.
9. Except as otherwise provided in this Agreement, notices required to be given pursuant to this Agreement shall be effective when received, and shall be sufficient if given in writing, hand delivered, or United States mail, postage prepaid, addressed to the appropriate party at the address set forth below. Either party hereto may change the name and address to whom all notices or other documents required under this Agreement must be sent at any time by giving written notice to the other party.

Company

BellSouth Telecommunications, Inc.
Assistant Vice President
701 Northpoint Pkwy., #400
West Palm Beach, FL 33407-

Subscriber

City of Riviera Beach
Attn: IS Manager
Administration Bldg., Room C114
600 West Blue Heron Blvd.
Riviera Beach, FL 33404

10. Subscriber may not assign its rights or obligations under this Agreement without the express written consent of Company and only pursuant to the conditions contained in the appropriate tariff.
11. In the event that one or more of the provisions contained in this Agreement or incorporated within by reference shall be invalid, illegal, or unenforceable in any respect under any applicable statute, regulatory requirement or rule of law, then such provisions shall be considered inoperative to the extent of such invalidity, illegality, or unenforceability and the remainder of this Agreement shall continue in full force and effect.



Contract Service Arrangement Agreement

Case Number FL07-3302-07

12. Subscriber acknowledges that Subscriber has read and understands this Agreement and agrees to be bound by its terms and conditions. Subscriber further agrees that this Agreement, and any orders, constitute the complete and exclusive statement of the Agreement between the parties, superseding all proposals, representations, and/or prior agreements, oral or written, between the parties relating to the subject matter of the Agreement.
13. Acceptance of any order by Company is subject to Company credit and other approvals. Following order acceptance, if it is determined that: (i) the initial credit approval was based on inaccurate or incomplete information; or (ii) the customer's creditworthiness has significantly decreased, Company in its sole discretion reserves the right to cancel the order without liability or suspend the Order until accurate and appropriate credit approval requirements are established and accepted by Customer.
14. This Agreement is not binding upon Company until executed by an authorized employee, partner, or agent of Subscriber and Company. This Agreement may not be modified, amended, or superseded other than by a written instrument executed by both parties, approved by the appropriate Company organization, and incorporated into Company's mechanized system. The undersigned warrant and represent that they have the authority to bind Subscriber and Company to this Agreement.
15. Should any state or federal legislative or regulatory authority with appropriate jurisdiction determine that any or all of the Regulated Services provided hereunder should no longer be regulated or provisioned under previously applicable tariffs, and provided it is otherwise permissible under applicable state or federal law, the Parties agree that their respective provision and purchase of such Regulated Services shall thereupon be governed by the terms and conditions of this Agreement.



Contract Service Arrangement Agreement

Case Number FL07-3302-07
Option 2 of 2

Offer Expiration: This offer shall expire on: 5/29/2008.

Estimated service interval following acceptance date: Negotiable weeks.

Service description:

This Contract Service Arrangement (CSA) provides BellSouth® Metro Ethernet service.

This Agreement provides for a forty-eight (48) month service period.

Under this Agreement, the service may only be purchased by Customers whose traffic on this service will be at least 90% intrastate. Customer is responsible for complying with this requirement, and by ordering or accepting such service under this Agreement, Customer is representing to the Company that its traffic on the service will be at least 90% intrastate.

Customer understands and agrees that Company is relying upon Customer's representations concerning the proper jurisdiction of any and all circuits ordered under this Agreement. Customer expressly agrees that Company has the right, in its sole discretion, to immediately convert any circuit or service to the correct jurisdiction, and adjust the rates and terms accordingly, should the Company determine that the jurisdictional nature of the circuit or service is different than what the Customer represented. Customer agrees to hold the Company harmless, and to indemnify and defend the Company from any and all claims that may result from the Company's conversion of any circuit or service to the correct jurisdiction, based on any good faith effort to comply with applicable regulatory requirements.

This Agreement shall be extended for additional one-year terms under the same terms and conditions herein unless either party provides written notice of its intent not to renew the Agreement at least sixty (60) days prior to the expiration of the initial term or each additional one-year term.



Contract Service Arrangement Agreement

Case Number FL07-3302-07
Option 2 of 2

IN WITNESS WHEREOF, the PARTIES OF THE CITY OF RIVIERA BEACH, FLORIDA has made and executed this Contract on behalf of the CITY, and the COMPANY has hereunto set its hand the day and year above written.

CITY OF RIVIERA BEACH

COMPANY:
BellSouth Telecommunications, Inc.

BY: [Signature]
THOMAS MASTERS,
MAYOR

BY: [Signature]
Authorized Signature

BY: Frances Rhinami
Printed Name

ATTEST:

Technical Brand Mgr.
Title

BY: [Signature]
CARRIE E. WARD
MASTER MUNICIPAL CLERK
CITY CLERK

February 26, 2008
Date

APPROVED AS TO TERMS AND
CONDITIONS

BY: [Signature]
CARL CHANDLER
IS MANAGER

APPROVED AS TO FORM AND
LEGAL SUFFICIENCY

BY: _____
PAMALAH. RYAN,
CITY ATIORNEY

Date: _____



Contract Service Arrangement Agreement

Case Number FL07-3302-07
Option 2 of 2

RATES AND CHARGES

	<u>Rate Elements</u>	<u>Non-Recurring</u>	<u>Monthly Rate</u>	<u>USOC</u>
	BeliSouth Metro Ethernet Service, Premium Service Arrangement, 8 Mbps Premium Connection, per connection, Fixed Mode	\$.00	\$510.00	MTEP2
2	BeliSouth® Metro Ethernet Service, 10 Mbps Premium Connection, per connection, Fixed Mode	\$.00	\$567.00	MTEP3
3	BeliSouth® Metro Ethernet Service, 20 Mbps Premium Connection, per connection, Fixed Mode	\$.00	\$714.00	MTEP4
4	Metro Ethernet service, 50 Mbps Premium Connection, per connection, Fixed Mode	\$.00	\$938.00	MTEP5
5	BeliSouth® Metro Ethernet Service, Priority Plus Feature, per connection	\$.00	\$63.00	MTETP
6	Metro Ethernet Reporting, Service Establishment Charge, per customer account	\$.00	\$.00	CNMSE
7	Metro Ethernet Reporting Charge, per connection	\$.00	\$5.60	CNMME
8	Metro Ethernet Reporting Security card, each	\$.00	\$.00	CNMSC
9	BeliSouth® Metro Ethernet Service, Premium Service Arrangement, 2 Mbps Premium Connection, per connection	\$.00	\$435.00	MTEPO
10	BeliSouth® Metro Ethernet Service, Premium Service Arrangement, 4 Mbps Premium Connection, per connection	\$.00	\$470.00	MTEP1
11	Special Construction for placing new facilities	\$.00	\$.00	WOOOV



Contract Service Arrangement Agreement

Case Number FL07-3302-07
Option 2 of 2

RATES AND CHARGES

NOTES:

1. If facilities do not exist, special construction charges may apply.
2. All rules and regulations found in the BellSouth® Metro Ethernet tariff are applicable to this CSA.
3. These rates and charges are only valid if the Customer is served from a central office equipped for BellSouth® Metro Ethernet service, or can be extended to a central office equipped for BellSouth® Metro Ethernet service.
4. BellSouth® Metro Ethernet Service is a high-speed packet transport that is based on Ethernet transmission parameters. It is a Host Ethernet connection with remote locations for data network connectivity.
5. The Metro Ethernet external tariff link is provided below:

<http://cpr.bellsouth.com>

Select the Florida link, then General Subscriber Service Tariff, then go to Section A40. Fast Packet Transport Services

6. **GENERAL INDEMNITY BY AT&T.** AT&T will indemnify and hold Customer harmless from any and all liability, expense, judgment, suit, cause of action, or demand for personal injury, death, or direct damage to tangible property which may accrue against Customer to the extent it is caused by the negligence of AT&T, its subcontractors, or their employees or agents, while performing their duties under this Agreement, if Customer gives AT&T prompt, written notice of any the claim or suit. Customer will cooperate with AT&T in its defense or settlement of the claim or suit. This section sets forth the full extent of AT&T's general indemnification of Customer from liabilities that are in any way related to AT&T's performance under this Agreement.

GENERAL INDEMNITY BY CUSTOMER. Customer will indemnify and hold AT&T harmless from any and all liability, expense, judgment, suit, cause of action, or demand for personal injury, death, or direct damage to tangible property which may accrue against AT&T to the extent it is caused by the negligence of Customer, its other contractors, or their employees or agents, while performing their duties under this Agreement, if AT&T gives Customer prompt, written notice of any the claim or suit. AT&T will cooperate with Customer in its defense or settlement of the claim or suit. This section sets forth the full extent of Customer's general indemnification of AT&T from liabilities that are in any way related to Customer's performance under this Agreement. Nothing herein shall be construed as a waiver of Customer's sovereign immunity beyond the limits set forth in Florida Statute Chapter 768.28.

7. The following nonrecurring charges will be reduced or will not apply upon initial installation. However, if any of the service is disconnected prior to the expiration of this CSA, then Subscriber will pay full nonrecurring charges as identified below in addition to applicable termination liability.

USOC

NONRECURRING CHARGE



Contract Service Arrangement Agreement

Case Number FL07-3302-07
Option 2 of 2

WGGVF-Contract Preparation Charge	\$ 326.00
WOOOV	\$2,650.00
CNMSC	\$ 200.00, each
CNMSE	\$ 250.00, each
MTEPO	\$1,000.00, each
MTEP1	\$1,000.00, each
MTEP2	\$1,000.00, each
MTEP3	\$1,000.00, each
MTEP4	\$1,250.00, each
MTEP5	\$1,250.00, each

Registered trademark of BellSouth Intellectual Property Corporation

END OF ARRANGEMENT AGREEMENT OPTION 2

BELLSOUTH TELECOM METRO ETHERNET SERVICE COST FOR THE CITY OF RIVIERA BEACH

		<..... 48-Month Contract>		
<u>Existing City Network Locations</u>	<u>Speed</u>	<u>Monthly Circuit Cost</u>	<u>Monthly Rep()11111_9 Cost</u>	<u>Annual Circuit Cost</u>
Municipal Complex 600 W. Blue Heron Blvd.	50	938.00	5.60	
Port Center Building 2051 Martin Luther King, Jr. Blvd.	10	567.00	5.60	
Purchasing / Public Works 2391 Avenue L	10	567.00	5.60	6,871.20
Fire Station #2 1663 W. Blue Heron Blvd. (Barracuda Bay & Lifeguard building connect to Fire Station #2 via customer owned fiber). 1621 W. Blue Heron Blvd.	4	470.00	5.60	5,707.20
Marina 200 E. 13th Street	4	470.00	5.60	5,707.20
Fire Station #3 5010 N. Ocean Drive	2	435.00	5.60	5,287.20
Fire Station #4 7501 N. Military Trail	2	435.00	5.60	5,287.20
TOTAL METRO ETHERNET SERVICE COST				47,054.40

RESOLUTION NO. 29-08

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF RIVIERA BEACH, PALM BEACH COUNTY, FLORIDA, APPROVING A CONTRACT FOR AN INTERNET CIRCUIT AND RELATED SERVICES WITH AT&T/BELLSOUTH BUSINESS SERVICES IN THE AMOUNT OF \$25,500; AUTHORIZING THE MAYOR AND CITY CLERK TO EXECUTE THE CONTRACT; FURTHER AUTHORIZING THE INTERIM FINANCE DIRECTOR TO APPROPRIATE FUND BALANCE IN THE CAPITAL IMPROVEMENT FUND IN THE AMOUNT OF \$25,390 AND BUDGET THE EXPENDITURE OF FUNDS FROM THE CAPITAL IMPROVEMENT FUND ACCOUNT 305-0243-519-0-6351 FOR THE INTERNET CIRCUIT AS PART OF THE COMPUTER NETWORK INFRASTRUCTURE PROJECT; AND PROVIDING FOR AN EFFECTIVE DATE.

WHEREAS, staff has evaluated several options and recommends the AT&T/BellSouth Internet and related services solution as the best overall value to provide robust data services for City employees and other computer users; and

WHEREAS, the City's existing Internet circuit is obsolete and inflexible and no longer meets our current and future needs; and

WHEREAS, our current telecom provider, the State of Florida, Department of Management Services, is phasing out the City's Routed Transport Services Frame Relay circuits which includes the Internet and related services and is scheduled to charge us 50% more for them effective August 1, 2008 unless we switch to another product and provider; and

WHEREAS, the Internet and related services solution provides a robust, highly flexible and cost effective solution that will help increase employee productivity.

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

SECTION 1. The Mayor and City Clerk are authorized to execute the 36-month AT&T/BellSouth Business Services Master Agreement for the installation and monthly lease of an Internet circuit and related services for a total cost of \$25,500 annually.

SECTION 2. The Interim Finance Director is authorized to appropriate Fund Balance in the Capital Improvement Fund (305) and set up a budget in the amount of \$25,390 for capital costs and make payment for same as follows:

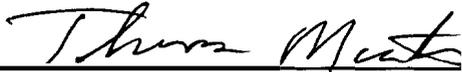
Revenue:		
Capital Improv. Fund	\$25,390	305-00-399999
Fund Balance		

Expenditure		
Ethernet Capital Improv.		
- Other Than Bldg	\$25,390	305-0243-519-0-6351

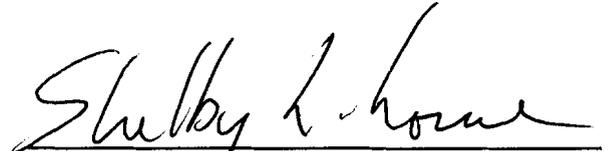
SECTION 3. That this Resolution shall take effect immediately upon its passage and approval by the City Council.

2008. PASSED and APPROVED this 20 day of February

APPROVED:



THOMAS A. MASTERS
MAYOR



SHELBY L. LOWE
CHAIRPERSON

ATTEST



CARRIE E. WARD
MASTER MUNICIPAL CLERK
CITY CLERK



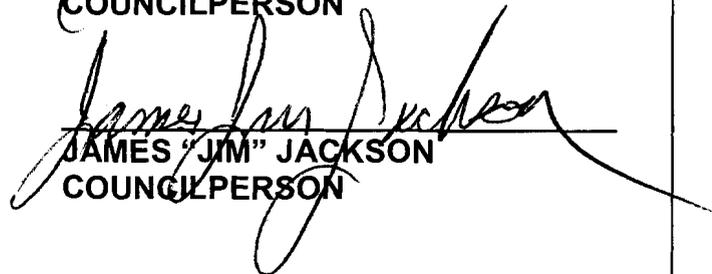
LYNNE L. HUBBARD
CHAIR PRO TEM



NORMA DUNCOMBE
COUNCILPERSON



CEDRICK A. THOMAS
COUNCILPERSON



JAMES "JIM" JACKSON
COUNCILPERSON

MOTIONED BY: C. Thomas _____

SECONDED BY: J. Jackson

S. LOWE aye

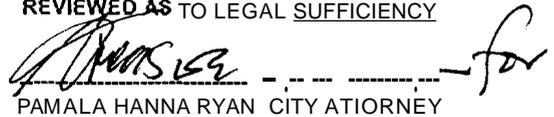
L. HUBBARD aye

C. THOMAS aye

N. DUNCOMBE aye

J. JACKSON aye

REVIEWED AS TO LEGAL SUFFICIENCY


PAMALA HANNA RYAN CITY ATTORNEY

DATE: 2/13/08



BellSouth[®] Business Services Master Agreement

This BellSouth Business Services Master Agreement (this "Agreement") is made and entered into as of _____, 2008, by and between the undersigned AT&T Company ("AT&T"), located at 2180 Lake Boulevard, 7th Floor, Atlanta, Georgia 30319, Attention: Director - Contract Management (the "BellSouth Contact"); and the undersigned company, City of Riviera Beach (hereinafter, "Customer") located at 600 W Blue Heron Blvd, Riviera Beach, FL 33404-, Attention: Carl Chandler (the "Customer Contact"). AT&T and Customer may hereinafter be referred to individually as a "Party" or collectively as the "Parties."

These terms and conditions ("Terms") govern the provision by BellSouth Telecommunications, Inc., doing business as AT&T Southeast or BellSouth MNS. LLC., doing business as AT&T MNS ("AT&T") and the use by the customer ("Customer") of the BellSouth Business Services family of Internet-related and managed services, including but not limited to, all dial-up and dedicated Internet access services, web hosting, managed equipment services, managed network services, and Network VPN, including any AT&T-provided equipment or software (referred to separately herein as "Equipment" and "Software," respectively) located on Customer's premises or at Customer's location(s) for use in connection with such services and including any network consulting, design, monitoring, management, maintenance, or other services that may be provided in connection with Customer-supplied networks or equipment as part of the BellSouth Business Services (collectively referred to herein as the "Services"). References in these Terms to "Customer" include individuals authorized by Customer to use the Services, except where the context clearly requires otherwise. By ordering and using the Services or any portion thereof, Customer agrees as follows:

1. The Services. AT&T will operate the Services in accordance with its standard policies and procedures and applicable Service Descriptions, incorporated herein by reference, and as described in further detail in the ordering document(s) ("Orders") submitted by Customer and accepted by AT&T. AT&T shall have the right to access Customer's Services for the purpose of performing such repairs or reconfiguration or confirming Customer's compliance with its obligations with respect to the Services.

2. Term. Customer's agreement for the use of the Services will be in effect from the date of installation and activation of Customer's Service ordered under the applicable Order and, unless terminated earlier as set forth herein, shall continue thereafter for the minimum term, if any, set forth in such Order. The term of each subsequent Order for the same type Service shall be co-terminous with the initial Order for the same type Service, unless otherwise provided for in such subsequent Order. This Agreement shall be extended for additional one-year terms under the same terms and conditions herein unless either Party provides written notice of its intent not to renew the Agreement at least sixty (60) days prior to the expiration of the initial term or each additional one-year term.

3. Rates and Charges. The rates and charges payable by Customer for the Services shall be as set forth in the Customer's Order(s) that have been accepted by AT&T. If Customer has elected a minimum term for the Services in its Order then the rates for the Services in effect at the time of the Order shall remain in effect for the duration of such minimum term (unless otherwise provided in such Order). If no minimum term is specified in such Order, or if a Party provides notice pursuant to Section 2 that it does not intend to renew the Agreement and Services continue beyond the minimum term, the Services will be provided on a month-to-month basis at the then prevailing month-to-month rates for the Services until either Party gives the other at least thirty (30) days written notice of termination of the Services. Customer will be invoiced monthly for usage of the Services. AT&T must receive payment by the date stated on the invoice. Unless otherwise provided in an Order, attachment, or addendum, all charges are exclusive of applicable federal, state or local taxes, and fees. Customer will pay or reimburse AT&T for any and all sales and use taxes, duties, or levies imposed or permitted by any authority, government, or government agency (other than taxes levied on AT&T's net income) in connection with Customer's usage of the Services. If any payment due hereunder is not made within the date stated on the invoice, any late payment interest charges computed at one and one-half percent (1 1/2%) per month, or the highest amount permitted by applicable law, whichever is less, shall be due and payable with respect to such payment.

4. Equipment. If provision of the Services requires the placement by AT&T of Equipment at Customer's location, Customer shall provide (or make arrangements to provide) adequate space and a reasonable installation and operating environment for such Equipment, including electrical power, at no charge to AT&T. Customer shall provide access to such Equipment by AT&T and its representatives for the purpose of repairing, replacing, maintaining or otherwise using or servicing the Equipment and for removing the Equipment upon termination of the Services. All such Equipment shall remain the property of AT&T or its suppliers, and no right, title, or interest in the Equipment shall pass to Customer. Customer agrees that the Equipment is and shall remain personal property even though it may become attached to realty. Customer shall not sell, assign, sublet, or otherwise encumber or allow a lien or claim upon or against the Equipment by any action of Customer or any party claiming by, through, or under Customer. Customer shall not move the Equipment from its place of installation or make, or permit any other party to make, any repairs or alterations to any Equipment without AT&T's prior written consent. Customer shall be responsible for the cost of repairing or replacing any Equipment lost, stolen or damaged while at Customer's premises and for returning (Le., permitting AT&T to recover possession of) all Equipment in the same condition as when Installed at Customer's premises (reasonable wear and tear excepted) upon termination of the Services for any reason.

5. Other Services and Software.

The Services may include dedicated or dial-up Internet Protocol connectivity to AT&T's local Internet networks and to the global Internet, as well as access or connectivity to any of the information sources or services that may be provided by AT&T or be available from other service providers participating in, connected to or accessible through AT&T's Services or the global Internet but which are not part of the Services being purchased hereunder. Separate charges may be applicable to some of these additional services and may appear on Customer's bill from AT&T, or they may be billed to Customer separately by the providers of such services. A third party Global Service Provider (GSP) provides a roaming capability in conjunction with dial-up BellSouth Business Internet Services that allows users (Subject to any applicable roaming surcharge) to dial the local numbers of GSP-provided POPs to reach the BellSouth Business Internet Service while outside of the BellSouth Business Internet service areas. If Customer or its users elect to use such GSP local access (or Customer purchases a service plan which has such GSP local access included in the price), Customer will be charged by the GSP and may see a separate charge for such service on its bill. Such GSP local access service is provided by the GSP on the GSP's terms and conditions and at the prices or surcharges set forth in the applicable Customer's Order. Use by Customer and any individual authorized users of Customer of AT&T's other services and any browser or other Software provided by AT&T shall be subject to AT&T's standard terms and conditions for such services as well as the applicable software license terms that are provided with such Software.

6. Customer's Responsibilities.

(a) As between Customer and AT&T, Customer is responsible for (i) assuring that its authorized users comply with the provisions of these **Terms** and that unauthorized persons do not gain access to or use the Services through user names, passwords, or other identifiers assigned to Customer pursuant to these Terms; (ii) providing any equipment and software that may be necessary for the use of the Services by Customer (In addition to any Equipment and Software that may be placed at Customer's location(s) or otherwise provided or used by AT&T for its provision of the Services); (iii) timely payment of all charges for usage of the Services applicable to its account whether or not by authorized users or for authorized purposes; and (iv) performing its other obligations under these Terms. Customer shall not use the Services in any way that would be or would assist any third party to be in violation of any law, these Terms, or any Acceptable Use Policy applicable to the Services. Customer shall not transmit or publish on or over the Services any Information, software, or other content that violates or infringes upon the rights of any others or use the facilities and capabilities of the Services to conduct any business or activity or solicit the performance of any activity that is prohibited by law. Customer shall comply with all applicable laws, rules, and regulations in connection with the Services.

(b) Customer shall provide such information and assistance as are reasonably requested by AT&T for purposes of facilitating AT&T's provision of Services to Customer.

7. Limitation and Disclaimer of Warranties. NEITHER AT&T NOR ANY OF ITS UNDERLYING SERVICE PROVIDERS, INFORMATION PROVIDERS, LICENSORS, EMPLOYEES, OR AGENTS WARRANT THAT THE SERVICE WILL BE UNINTERRUPTED OR ERROR FREE OR MAKE ANY WARRANTY AS TO THE RESULTS TO BE OBTAINED FROM USE OF THE SERVICE. THE SERVICE IS PROVIDED WITHOUT WARRANTIES OF ANY KIND, EITHER EXPRESS OR IMPLIED, INCLUDING BUT NOT LIMITED TO WARRANTIES OF TITLE OR IMPLIED WARRANTIES OF MERCHANTABILITY OR FITNESS FOR A PARTICULAR PURPOSE OR OTHERWISE, OTHER THAN THOSE WARRANTIES (IF ANY) THAT ARE IMPLIED BY AND INCAPABLE OF EXCLUSION, RESTRICTION, OR MODIFICATION UNDER THE LAWS APPLICABLE TO THIS SERVICE AGREEMENT, ALL SUCH WARRANTIES BEING EXPRESSLY DISCLAIMED.

8. Limitation and Disclaimer of Liability.

(a) AT&T shall not be responsible for any use of the Services by Customer, its authorized users, or any third party. Without limiting the generality of the foregoing, AT&T shall not be liable to Customer or any of Customer's users for any lost profits or other consequential damages, even if AT&T has been advised of the possibility of such damages; any claim or other action against Customer by any third party (except as set forth in the section below on infringement); any act or omission of any other entity furnishing products and services that are used by Customer in connection with the Services or for failure of any products or services provided by Customer; or any damages or losses caused by the fault or negligence of Customer or Customer's failure to perform Customer's responsibilities.

(b) NEITHER CUSTOMER NOR AT&T OR ANY OF ITS UNDERLYING SERVICE PROVIDERS, INFORMATION PROVIDERS, LICENSORS, EMPLOYEES, OR AGENTS SHALL HAVE ANY LIABILITY FOR INCIDENTAL, CONSEQUENTIAL, ECONOMIC, PUNITIVE, INDIRECT OR SPECIAL DAMAGES SUFFERED BY THE OTHER OR ANY OTHER PARTY, NOR SHALL AT&T HAVE ANY LIABILITY FOR LOST PROFITS, LOSS OF USE, OR TOLL FRAUD SUFFERED BY CUSTOMER OR ANY OTHER PARTY, AS A RESULT OF THIS AGREEMENT OR EITHER PARTY'S PERFORMANCE OR FAILURE TO PERFORM UNDER THIS AGREEMENT, REGARDLESS OF WHETHER OR NOT SUCH PARTIES HAVE BEEN ADVISED OF THE POSSIBILITY OF SUCH DAMAGES. CUSTOMER EXPRESSLY ACKNOWLEDGES THAT THE PROVISIONS OF THIS SECTION SHALL ALSO APPLY TO ALL CONTENT OR OTHER SERVICES AVAILABLE THROUGH THE SERVICE. CUSTOMER AGREES THAT CUSTOMER WILL NOT IN ANY WAY HOLD AT&T RESPONSIBLE FOR ANY SELECTION OR RETENTION OF, OR THE ACTS OR OMISSIONS OF, THIRD PARTIES IN CONNECTION WITH THE SERVICE.

(c) In the event that a court should hold that the limitations of liabilities or remedies available as set forth in these Terms, or any portions thereof, are unenforceable for any reason, or that any of Customer's remedies under these Terms fall of their essential purpose. Customer expressly agrees that under no circumstances shall AT&T's total liability to Customer or any party claiming by, through or under Customer for any cause whatsoever, and regardless of the form of action, whether in contract or in tort, including negligence, in the aggregate, exceed the amount of charges paid by Customer for use of the Services during the twelve-month period preceding the date such claim first arose.

9. Remedies of Customer. Customer's sole remedy for any failure or non-performance of the Services (including any associated Equipment, Software or other materials supplied in connection with the Services) shall be (i) for AT&T to use commercially reasonable efforts to effectuate an adjustment or repair of the Services and, in the event such failure or non-performance results in Service downtime that exceeds the period of time specified in the applicable service level agreement portion (if any) of any applicable Order or Service Description, to receive a refund or credit of or against any charges otherwise payable for the Services for the period of service downtime as provided for in the applicable service level agreement portion (if any) of any applicable Order or Service Description, or (ii) if such failure or non-performance results in Service downtime or degradation so substantial as to render the Service essentially unavailable to or unusable by Customer for normal use, to terminate the Services for default by AT&T in the manner provided in these Terms. Unless specified to the contrary in any applicable service level agreement portion of any applicable Order or Service Description, the maximum credit for service downtime or other failure shall not exceed the total monthly bill to the Customer for the Services for the month in which such downtime or failure occurs.

10. Indemnification.

10.1 To the extent that any Service furnished under this Master Agreement infringes any United States patent, trademark, copyright, or trade secret and a written claim is made or suit is brought by any third party against Customer on that account, AT&T agrees to defend or settle any such claim or suit at AT&T's expense. AT&T will also pay all damages and costs that by final judgment are assessed against Customer attributable to such infringement.

10.2 AT&T's obligation as set forth in this Section is expressly conditioned upon the following: (a) that AT&T shall be notified promptly in writing by Customer of any claim or suit of which Customer is aware; (b) that AT&T shall have sole control of the defense or settlement of any claim or suit and that Customer shall not make any compromise, admission of liability or settlement or take any other action impairing the defense of such claim without AT&T's prior written approval; (c) that Customer shall cooperate with AT&T in all reasonable ways to facilitate the investigation, settlement or defense of any claim or suit; and (d) that the claim or suit does not arise from Customer modifications, or from combinations of Services provided by AT&T with equipment, software or services provided by Customer or others, or from Customer's use of Services other than in accordance with the applicable manufacturer's specifications.

10.3 If any Service becomes, or in AT&T's opinion, is likely to become the subject of a claim of infringement, or a final injunction is obtained against Customer prohibiting usage of the Service by reason of such infringement, AT&T will, at its option: (a) procure for Customer the right to continue using the applicable Service; (b) replace the Service with a non-infringing Service substantially complying with the specifications of the Services; or (c) modify such Service so it becomes non-infringing and performs in a substantially similar manner to the original Service.

10.4 If options 10.3(a), (b) or (c) above are not reasonably available to AT&T, then AT&T may elect instead to return any amounts prepaid by Customer for the affected Service for any period after AT&T directs Customer to cease such use, which is in either case the subject or potential subject of an infringement claim, as then depreciated based on Customer's depreciation schedule used for federal income tax reporting purposes.

10.5 The foregoing states the entire obligation of AT&T, and the exclusive remedy of Customer, with respect to infringement of proprietary rights. The foregoing is given to Customer solely for its benefit and is in lieu of, and AT&T disclaims all warranties of noninfringement with respect to the Service.

10.6 If promptly notified in writing of any action brought against AT&T due to claims for infringement of United States patents, copyright, trademark, or other intellectual property rights, or due to any other claims or causes of action by third parties of any nature whatsoever, arising from the use, in connection with the Services, of equipment, software or information not provided by AT&T, or otherwise relating to or arising out of Customer's use of the Services, Customer will defend that action at its expense and will pay any and all fees, costs or damages that may be finally awarded. In that action or a settlement resulting from it provided that (i) AT&T shall permit Customer to control the defense of such action and shall not make any compromise, admission of liability or settlement or take any other action impairing the defense of such claim without Customer's prior written approval and (ii) AT&T shall cooperate with Customer in all reasonable ways to facilitate the settlement or defense of any claim or suit.

11. Force Majeure. AT&T shall not be responsible for any delay or failure in delivery or performance of any of its duties hereunder due to acts of God, acts or omissions of any network or any other occurrence commonly known as force majeure, including war, riots, acts of terrorism, embargoes, strikes, or other concerted acts of workers, casualties or accidents, or any other causes or circumstances whether of a similar or dissimilar nature to the foregoing that prevent or hinder the delivery of the Services. AT&T may cancel or delay performance hereunder for so long as such performance is delayed by such occurrence or occurrences, and in such event AT&T shall have no liability to Customer.

12. Termination and Default.

(a) AT&T may, at its sole discretion, terminate any Customer Order and discontinue Customer's access to and use of the Services, if (i) Customer fails to pay any amount within ten (10) days after written notice that the same is delinquent; or (ii) Customer breaches any of the material terms, conditions, obligations, or representations contained in these Terms, except for applicable Acceptable Use Policies, and does not cure such breach within thirty (30) days of notice of such breach; or (iii) Customer becomes the subject of a voluntary or involuntary bankruptcy, insolvency, reorganization, or liquidation proceeding, makes an assignment for the benefit of creditors, or admits in writing its inability to pay debts when due, or (iv) Customer's equipment or use of the Services interferes with the Services or any other user. Although AT&T reserves the right to immediately suspend or terminate Service in the event of repeated or flagrant violations of its Acceptable Use Policy, incorporated herein by reference, AT&T's preferred course of action under this Section 12(a)(iv) is to allow Customer an opportunity to cease such interference before Service termination occurs. In addition, if AT&T reasonably determines that the continuation of the Services has become impractical or unfeasible for any technical, legal, regulatory, or other reason, AT&T may terminate the Services with at least thirty (30) days prior notice if reasonably practical, in which event Customer shall not be liable for termination charges.

(b) If Customer has elected a minimum term for the Services and then cancels its Services or any portion thereof, or has its Services or any portion thereof terminated as provided above, prior to the expiration of such minimum term, Customer shall be obligated to pay AT&T a termination charge equal to the amount (if any) specified in the applicable Order; otherwise the termination charge shall be equal to fifty percent (50%) of the total monthly charges (other than variable usage charges) that would have become due for the remainder of the scheduled minimum term if such cancellation had not occurred. In addition, if such termination occurs within the first year of the minimum term, Customer must also pay any waived nonrecurring charges. Such termination charge shall be paid to AT&T within thirty (30) days after such cancellation by Customer.

(c) If AT&T breaches any of these material Terms and fails to cure such breach within thirty (30) days after written notice of such breach, Customer may (as its sole remedy except for any credits that may be payable for downtime as provided elsewhere herein) terminate its Services by written notice to AT&T, without obligation for any early termination charges otherwise payable hereunder.

13. Use of Materials, Marks and Information.

(a) Customer may use, copy and distribute the materials found on the Services for internal, noncommercial, informational purposes only. Except as authorized in this paragraph, Customer is not being granted a license under any copyright, trademark, patent or other intellectual property right in the material or the products, services, processes or technology described therein. All such rights are retained by AT&T, its applicable affiliates or any third party owner of such rights. Customer shall have no ownership or property rights in the Services or in any documentation provided in connection with the Services. Customer may make copies of such documentation solely for use in connection with its authorized use of the Services, and all such copies shall include all copyright, trademark and other proprietary notices appearing in the original documentation. Upon the termination of the Services to Customer, Customer shall return all copies of the documentation to AT&T or certify destruction of such documentation.

(b) The company names and logos and all related product and service names, design marks and slogans of each Party are the property of the respective Party or its affiliates. Neither Party is authorized to and shall not use any name or mark of the other Party in any advertising, publicity or in any other commercial manner without the prior written consent of the other Party.

(c) All product and service marks contained on or associated with the Services that are not AT&T marks are the trademarks of their respective owners. References to any names, marks, products or services of third parties or hypertext links to third party sites or information do not necessarily constitute or imply AT&T's endorsement, sponsorship or recommendation of the third party, information, product or service.

(d) Neither Party will make any media release or other public announcement relating or referring to the Agreement or the Parties' performance or relationship hereunder without the prior written consent of the other Party.

14. Confidential Information

(a) Except as set forth in this Section, or as otherwise expressly provided in this Agreement, each Party agrees that (i) all information communicated to it by the other and identified and marked as "confidential," whether before or after the date hereof, (ii) all information identified as confidential to which it has access in connection with the Services and Equipment, and (iii) this Agreement and the Parties' rights and obligations hereunder (collectively, "Confidential Information"), will be, and will be deemed to have been, received in confidence and will be used only for purposes of this Agreement. Each Party agrees to use the same means it uses to protect its own confidential information, but in no event less than reasonable means, to prevent the disclosure and protect the confidentiality of Confidential Information. No Confidential Information will be disclosed by the recipient Party without the prior written consent of the disclosing Party; provided, however, that each Party may disclose this Agreement and any disclosing Party's Confidential Information to those who are employed or engaged by the recipient Party, its agents or those of its affiliates who have a need to have access to such information in connection with their employment or engagement, provided the recipient Party notifies such persons of the obligations set forth in this Section and such persons agree to abide by such obligations.

(b) The obligations set forth in subsection 14 (a) above will not prevent any Party from disclosing or using information that belongs to such Party or (i) is already known by the recipient Party without an obligation of confidentiality, (ii) is publicly known or becomes publicly known through no unauthorized act of the recipient Party, (iii) is rightfully received from a third party, (iv) is independently developed without use of the disclosing Party's Confidential Information or (v) is disclosed without similar restrictions to a third party by the Party owning the Confidential Information. If Confidential Information is required to be disclosed pursuant to law, regulation, tariff or a requirement of a governmental authority, or in connection with an arbitration or mediation, such Confidential Information may be disclosed pursuant to such requirement so long as the Party required to disclose the Confidential Information, to the extent possible, provides the disclosing Party with timely prior notice of such requirement and coordinates with the disclosing Party in an effort to limit the nature and scope of such required disclosure. Upon written request at the expiration or termination of an Order, attachment, or addendum, all Confidential Information (and all copies thereof) (if previously received by each Party) will be returned to the disclosing Party or will be destroyed, with written certification thereof being given to the disclosing Party. The provisions of this Section will survive the expiration or termination of any Order, attachment or addendum and this Agreement for any reason.

(c) Confidential Information will not include any feedback, data, answers, questions, comments, suggestions, ideas or the like, that Customer sends to any AT&T Company relating to the Services or Equipment, unless Customer identifies it as Confidential Information. AT&T assumes no obligation to

protect such information from disclosure and will be free to reproduce, use, and distribute the information to others without restriction. AT&T will also be free to use any ideas, concepts, know-how or techniques contained in such information or developed by them, for any purpose whatsoever including but not limited to developing, manufacturing and marketing Services and Equipment incorporating such information. Nothing contained in this Section restricts the right and ability of AT&T to use information concerning the execution of this Agreement and the provision of the Services and Equipment to Customer in internal publications.

(d) This Section is applicable to the extent allowed by all applicable provisions of laws, codes, ordinances, rules, regulations, and tariffs of the State of Florida.

15. Dispute Resolution, Independent Arbitration.

(a) Except as provided in this Section 15, all disputes arising out of or related to this Agreement (whether based in contract, tort, statute, fraud, misrepresentation or any other legal or equitable theory), including any dispute based on any service or advertising related to this Agreement, shall be resolved by final and binding arbitration governed by the Federal Arbitration Act ("FAA"), 9 U.S.C.A. §§ 1-16. Disputes that meet the small claims court requirements in the state in which the Services are provided may be resolved in small claims court. The Parties agree that this Section 15 shall not apply to debt collection matters or to disputes relating to Intellectual Property.

(b) The arbitration will be conducted by one arbitrator using the procedures described herein in accordance with the commercial arbitration rules and fee schedule of the American Arbitration Association ("AAA") in effect on the date a dispute is submitted, as modified by this Agreement. The AAA's arbitration rules are available from the AAA at www.adr.org.

(c) The Parties have the right to be represented by counsel. The arbitrator shall be bound by and strictly enforce the terms of this Agreement, and may not limit, expand or otherwise modify the terms of this Agreement in conducting the arbitration and making any award. Unless either Party requests that the arbitration be conducted using the AAA's telephonic, on-line, or in-person procedures, for which additional charges may apply, the arbitration will be based solely on the written submissions of the Parties and the documents submitted relating to the dispute. Any in-person arbitration will be conducted at a location that the AAA selects in the state in which the Services are provided, or as the Parties may otherwise mutually agree. Arbitrations under this Agreement shall be kept confidential.

(d) Disputes under this Agreement may not be (a) resolved on a class-wide basis, (b) joined with another lawsuit, or (c) joined in an arbitration with a dispute of any other entity. The arbitrator may not award, and the Parties waive any claims for awards for, punitive damages or attorney fees or any damages that are barred by this Agreement, unless such damages are expressly authorized by a relevant statute.

(e) Before taking a dispute to arbitration, the Parties agree to first attempt to resolve the dispute between them. If the Parties are not able to satisfactorily resolve the dispute within sixty (60) calendar days from the date of the initial notification of the dispute, either Party may contact the AAA in writing at AAA Service Center, 2200 Century Parkway, Suite 300, Atlanta, GA 30345-3203, and request arbitration of the dispute.

(f) Subject to applicable substantive law that may provide otherwise, each Party will pay its own expenses to participate in the arbitration, including attorney fees and expenses related to the presentation of evidence, witnesses, and document production.

(g) Nothing in this Agreement shall be construed to limit either Party's right to obtain equitable or injunctive relief in a court of competent jurisdiction in appropriate circumstances.

16. General.

(a) Except as set forth herein, Customer may not assign or transfer any of its rights, duties, or obligations with respect to the Services without AT&T's written consent, which consent shall not be unreasonably withheld or delayed. Any attempted assignment or transfer without the written consent of AT&T shall be void. Notwithstanding the foregoing, AT&T may assign, delegate or otherwise transfer its rights or obligations hereunder, in whole or in part, at any time or subcontract the performance of any of its obligations under this Agreement.

(b) Neither Party may bring an action, regardless of time, arising out of the Services or these Terms more than one year after the cause of action arose.

(c) This Agreement, together with all attachments, addenda, and any Orders placed hereunder, constitutes the entire agreement between AT&T and Customer relating to this Agreement and the Services performed hereunder, supersedes any prior written or verbal proposals, agreements, understandings or other discussions respecting the same, and may not be modified or amended other than by a written instrument executed by both Parties.

(d) These Terms and the Services shall be governed by the laws of the State of Florida, without regard to its conflict of laws provisions. If any provision or provisions hereof shall be held to be invalid, illegal, or unenforceable, the validity, legality, and enforceability of the remaining provisions shall not be in any way affected or impaired thereby.

(e) The Parties are deemed to have participated in the drafting and negotiation of this Agreement after consulting with their respective counsel of their own choosing. Therefore, the language of this Agreement shall not be presumptively construed either in favor of, or against, any Party.

(f) No failure on the part of either Party to exercise any right or remedy arising directly or indirectly under this Agreement will operate as a waiver of any right or remedy it may have, nor will an exercise of any right or remedy by either Party preclude any right or remedy otherwise available to such Party.

(g) To the extent there is a conflict between the terms set forth in this Agreement and those in any Order, attachment or addendum, the terms set forth in the Order, attachment, or addendum shall prevail.

(h) The headings used in this Agreement are for convenience only and do not affect the meaning or interpretation of this Agreement.

(i) Except as otherwise specifically stated in this Agreement, the provisions of this Agreement are for the benefit of the Parties hereto and not for any other person.

(j) This Agreement may be executed in one or more counterparts, each of which shall be deemed an original and all of which shall be taken together and deemed to be one instrument. The Parties agree that a facsimile or electronic transmission of each Party's signature to this Master Agreement and Orders hereunder will be deemed an original and the best evidence thereof for all purposes, including, without limitation, all evidentiary purposes before any arbitrator, court or other adjudicatory authority.

17. Notices. All notices under this Agreement will be in writing and will be deemed to have been duly given if delivered personally or by courier service, faxed or mailed by registered or certified mail, return receipt requested, postage prepaid, to the Parties at the addresses set forth above. All notices under this Agreement that are addressed as provided herein will be deemed given (a) upon delivery, if delivered personally or by courier service, (b) when confirmed, if delivered by facsimile, and (c) on the fifth (5th) business day after the day it is deposited in a regular depository of the United States mail, if delivered by mail in the manner described above. Either Party may change its address or respective contact for notification purposes by giving notice to the other of the new address or designee and the date upon which such change will become effective.

18. Credit Check. Acceptance of any Order by AT&T is subject to AT&T credit and other approvals. Following Order acceptance, if it is determined that: (i) the initial credit approval was based on inaccurate or incomplete information; or (ii) Customer's creditworthiness has significantly decreased, AT&T in its sole discretion reserves the right to cancel the Order without liability or suspend the Order until accurate and appropriate credit approval requirements are established and accepted by Customer.

19. General Indemnity.

AT&T will indemnify and hold Customer harmless from any and all liability, expense, judgment, suit, cause of action, or demand for direct damages resulting from bodily injury, death, or direct damage to tangible property which may accrue against Customer to the extent it is caused by the negligence of AT&T, its subcontractors, or their employees or agents. If Customer gives AT&T prompt, written notice of any the claim or suit, Customer will

cooperate with AT&T in its defense or settlement of the claim or suit. This section sets forth the full extent of AT&T's general indemnification of Customer from liabilities that are in any way related to performance under this Agreement.

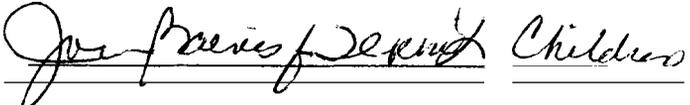
Customer will indemnify and hold AT&T harmless from any and all liability, expense, Judgment, suit, cause of action, or demand for direct damages resulting from bodily injury, death, or direct damage to tangible property which may accrue against ATT to the extent it is caused by the negligence of Customer, its other contractors, or their employees or agents, if AT&T gives Customer prompt, written notice of any the claim or suit. AT&T will cooperate with Customer in its defense or settlement of the claim or suit. This section sets forth the full extent of Customer's general indemnification of AT&T from liabilities that are in any way related to performance under this Agreement. Nothing herein shall be construed as a waiver of Customer's sovereign immunity beyond the limits set forth in Florida Statute Chapter 768.28.

IN WITNESS WHEREOF, the PARTIES OF THE CITY OF RIVIERA BEACH, FLORIDA has made and executed this Contract on behalf of the CUSTOMER, and the COMPANY has hereunto set its hand the day and year above written.

Customer: City of Riviera Beach

Accepted by BellSouth MNS, LLC. d/b/a AT&T MNS and BellSouth Telecommunications, Inc. d/b/a AT&T Southeast (by their authorized representative)

By: _____
Name: Thomas Masters
(Print or Type)
Title: Mayor
Date: _____

By: 
Name: Terri L. Childress
(Print or Type)
Title: Director Contract Management
Date: 02/12/08

ATTEST

BY: _____
Carrie E. Ward
Master Municipal Clerk
City Clerk

Approved As To Terms And Conditions

BY: _____
Carl Chandler
Is Manager

Approved As To Form And Legal Sufficiency

BY: _____
Pamala H. Ryan,
City Attorney
Date: _____



BellSouth Dedicated Internet Access

Service Description

Dedicated Internet Access (DIA) is an essential tool for businesses to compete in today's information technology marketplaces. DIA is well suited for handling on-line mission critical tasks. DIA enables a customer, over the Internet, to sell products and services, communicate with customers and suppliers, market to new prospects, and conduct research on competitors.

DIA Service provides highly reliable Internet connectivity for business customers. Full suites of standard and optional features, as well as a range of connection speeds, (128kbps - 622mbps) are available. Connectivity is achieved through router-based access to a BellSouth Managed Facility (BMF) with connections to the global Internet through the BellSouth Regional IP backbone.

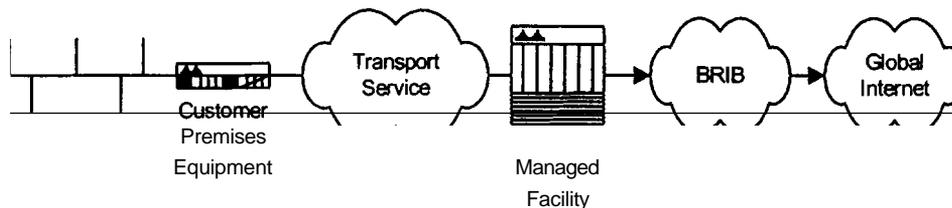
DIA service can be accessed using one or more of AT&T's fast packet or other networks, including Frame Relay, Private Line, ATM, Metro Ethernet and SONET ring topologies.

1) Service Components

DIA components:

- Customer Premises Equipment (CPE)
- Transport service
- BellSouth Managed Facilities (BMF)
- BellSouth Regional IP Backbone ("BRIB") and global Internet connections

DIA Service Logical Architecture



a. Customer Premises Equipment

The Customer Premises Equipment is the router located at the customer location. The customer will provide the Customer Premises Equipment in the Port+Access and Port Only service options, while DIA service will include the router in Port+Access+CPE Service options.

Customer Provided Router

If the customer provides the router, AT&T will assist the customer in configuring the equipment to communicate with the BMF. DIA Service support includes providing IP addresses. Additional support will be addressed on an as-needed basis.

Billing is initiated within 24 hours of service activation.

Under the customer provided CPE scenario (Port+Access or Port Only service options), all monitoring, management, troubleshooting, repair and/or replacement of the customer premises equipment will be the customer's responsibility.

DIA provided router

When DIA service includes the router, the router choice is generally based on transport service type and speed of connection. The routers will be configured for static routing.

AT&T will retain ownership of and is responsible for all installation, configuration, monitoring, management, troubleshooting, repair, and replacement of the equipment. However, the customer is responsible for safeguarding the equipment against theft and damage, and must provide a suitable environment for the operation of the router. In addition, the customer is encouraged to provide out of band (OOB) access to the router. This OOB access must be dedicated for use in accessing the customer premise router from the AT&T Network Operations Center to aid in expeditious troubleshooting and resolution, and to minimize unneeded router replacements.

b. DIA Transport

The DIA service supports access via the following transport services:

- Frame Relay

- Private Line
 - ATM
 - Metro Ethernet Premium Service
 - BellSouth® SMARTRing® service with frame relay or with private line (SONET)", excluding Port Only Service Options
- " SMARTRing® service must already be installed before DIA service can be activated.
The transport service may be provided as part of the DIA service or obtained separately by the customer.
Please see the sections below on specific service transport descriptions.

DIA-Provided Transport (Port+Access+CPE, and Port+Access Service Options)

When DIA service includes the transport from the BMF to the Customer premises, AT&T will be responsible for completing the following functions to ensure proper implementation of the dedicated services:

- For Private Line, order circuit from customer premise to the BMF.
- For Frame Relay, order end-to-end Permanent Virtual Circuit (PVC), customer premise-to-BMF. (AT&T will place the order for the customer's end of the PVC on the customer's behalf and the customer will be billed the applicable charges for that PVC service on its regulated phone bill).
- For Metro Ethernet, order Metro Ethernet circuit from customer premise to the BMF.
- For SMARTRing® service, the customer must already have the SMARTRing® service installed. AT&T will order "channel on" to the Customer's SMARTRing® service using a Shared Network Arrangement (SNA) and/or a Private Line Connecting Agreement or similar arrangement designated by AT&T.
- Configure BMF terminating equipment and router
- Assign BMF port IDs to the customer
- Monitor and manage the circuit
- Maintain and troubleshoot all Telco-related connectivity issues
- Assign IP addresses for the hosts at the customer premise

Customer-provided Transport (Port Only Service Option)

In the case of Customer-provided transport, the customer is responsible for the transport to the BMF. All dedicated, point-to-point transport services used by the customer to provide access to the DIA service are provided via the FCC jurisdiction tariffs or Guidebook. AT&T will be responsible for completing the following functions to ensure proper implementation of the dedicated connection service:

- Configure BMF terminating equipment and router
- Assign BMF port IDs to the customer
- Monitor and manage the Port Only
- Maintain and troubleshoot all Port Only-related issues
- Assign IP addresses for the hosts at the customer premise

The customer will be responsible for calling their transport provider to resolve any local loop problems.

c. BellSouth Managed Facility (BMF)

The BMF contains a large infrastructure of IP-based data networking equipment usually located in an AT&T Central Office (CO). There is a BMF in every LATA throughout the current AT&T Southeast nine state service area.

d. "Service" shall mean the service(s) as identified and set forth in this Service Description. AT&T reserves the right at any time during the term of customer's Agreement for the Service to modify the Service and/or to migrate customers to any comparable service AT&T or another AT&T affiliate may have at that time. If AT&T chooses to migrate the customer, AT&T will provide the customer with prior written (email) notice to that effect. In the unlikely event that any such migration would have a material adverse effect on the customer's ability to use the Service, and AT&T or another AT&T affiliate cannot correct or remove such adverse effect, the customer will be permitted to terminate its Agreement for the Service without payment of any early termination charges that would otherwise be applicable on account of such termination.

2) Network Architecture

BellSouth Regional Internet Backbone (BRIB)

BRIB is the regional backbone that connects DIA customers to other BMFs and DIA customer locations within the AT&T Southeast region, as well as to the global Internet. The BRIB design offers multiple redundancy points in the network; redundancy is provisioned between BMFs and in connectivity of the BRIB to multiple Internet backbone providers.

3) Service Options

- Port + Access + CPE Service Option
- Port + Access Service Option
- Port Only Service Option

Port + Access + CPE Service Option

DIA service will include the customer premises router, the local loop transport, the port in the BMF, and connectivity to the BRIB and the global Internet.

Port + Access Service Option

DIA Service will include the local loop transport, the port in the BMF, and the connectivity to the BRIB and the global Internet. The customer will provide their own customer premises router. Detailed specifications for DIA using Metro Ethernet are found in the Metro Ethernet DIA section in Section 6.

Port Only Service Option

DIA service will include the port in the BMF, and the connectivity to the BRIB and the global Internet. The customer will provide their own customer premises router, and will provide the local loop transport connectivity to the BMF. Detailed specifications for DIA using Metro Ethernet are found in the Metro Ethernet DIA section in Section 6.

Demarcation Points

The line of demarcation is as follows:

Port + Access + CPE Service Option: LAN interface on CPE

Port+Access Option:

- If < or = DS1 it is the Smart Jack
- If > DS1 and < 50M, or MetroE DIA 10M, 20M, or 50M (electrical), it is the Transmit /Receive Coax cable jack
- If > Fractional OC3, or MetroE DIA 10M, 20M, 50M (optical), or MetroE DIA 100M, 250M or 500M, it is the "pair of fibers"

4) Billing Options

Dedicated Internet Access (DIA) customers have a choice of billing methodologies. Tiered and Flat Rate monthly recurring charge billing plans are available for most Service Types and most Access Methods. With the Burstable plan, a customer whose Access Method is *Private Line* may choose to be billed either a tiered/flat rate monthly recurring fee or to be billed a variable amount based upon usage. ATM DIA is burstable billing only. MetroE DIA is only available in Tiered/Flat Rate billing only.

a. Usage Determination for Burstable

To calculate a customer's usage for a billing period, AT&T will poll the BMF router where the customer's service is terminated, taking measurements every 5 minutes for both inbound and outbound traffic, retaining the higher number for each 5-minute interval. These measurements, collected for a billing period, will then be ordered from high to low, the top 5 percent of measures will be eliminated and the next highest number (95th percentile) will become the usage number to be multiplied by a per megabit price. The price per megabit will be based on:

95th Percentile of usage

- Contract Term
- Service Type
- Access Method

If any port connection is placed in or removed from service during a monthly invoice period, the 95th percentile result for such port shall be pro-rated for the number of days which such port was in service.

The Burstable product is only available using Private Line or ATM as the transport (DS1-OC12)

5) DIA Service Bandwidths

Bandwidth	Frame Relay	Private Line	ATM	Metro Ethernet
128 kbps	X			
256 kbps	X			
384 kbps	X			
512 kbps	X			
768 kbps	X			
1024 kbps	X			
DS1 1536 kbps	X	X	X	
2mbps				X
3mbps	X	X		
4mbps				X
6mbps	X	X		
8mbps				X
9mbps	X	X		
10 mbps				X
12 mbps	X	X		
15 mbps	X	X		
18 mbps		X		
20 mbps				X
21 mbps	X	X		
24 mbps		X		
27 mbps		X		
30 mbps		X		

33mbps	X	X*	
38mbps		X*	
39mbps		X*	

50mbps				X*
DS345mbps	X	X*	X	
100 mbps				X*
250 mbps				X*
500 mbps				X*
900 mbps				X*
Fractional OC3 speeds		X*		
OC3		X*		
Fractional OC12 speeds		X*		
OC12		X*		
MLFR (3Mbps)	X			
MLFR (6Mbps)	X			
MLFR (9Mbps)	X			

*Not available in all areas

**9M MLFR has been discontinued for new sales after 4/1/07

NOTE: Availability may vary based on service option selected.

8) Service Access Transports

Frame Relay Access for DIA

The Frame Relay access method for DIA is designed to meet customer requirements for Internet connectivity with DS1, DS3, Fractional DS1, and Fractional DS3. Port Only, Port+Access (Customer Provided Equipment), and Port+Access+CPE service options are available. Frame Relay service provides a dedicated port connected to a PVC from the customer premises over the AT&T Frame Relay network to the BMF. Frame Relay Port Only is required to be full Committed Information Rate (CIR).

Customers purchasing Port+Access and Port Only Service Options for Frame Relay DS3 and Fractional Frame Relay DS3 must provide Kenlrox emulation on customer owned CPE. The Kentrox emulation provides for the "choking" of the 45M when less bandwidth is required (i.e., 6M, 9M, 12M).

SMARTRing® service Customers can provision Frame Relay DIA (either Port+Access+CPE or Port+Access Service options) over their existing SMARTRing® service. The SMARTRing® service requires a Shared Network Agreement (SNA) or similar arrangement designated by AT&T, to allow the DIA service to be mapped across the ring. The DIA service does not include or provide the SMARTRing® service itself. The use of SMARTRing® interfaces replaces a portion of the local loop normally associated with the DIA Port+Access+CPE and Port+Access offerings.

Availability

Frame Relay access to DIA service is available in all tier I and II BMF's.
Frame Relay DIA can be ordered using tiered/flat rate billing.

For Frame Relay DIA services equal to and above 12Mbps, a Service Availability Check (SAC) will be conducted during the pre-sales process to determine if/when facilities are/will be available within the target BMF.

Multi-Link Frame Relay DIA (MLFR)

MLFR DIA is designed for customers who are not served with fiber access facilities (and therefore cannot receive a DS3 circuit) yet their Internet bandwidth requirements exceed that of a single DS1 circuit. The service provides the customer with a dedicated connection to the Internet in multiple DS1 (1.536 Mbps) increments (3M, 6M and 9M). MLFR Dedicated Internet Access is available with the Port+Access+CPE Service Option and Port +Access+CPE over SMARTRing® only. 9M MLFR will not be offered for sale after 4/1/2007.

Availability

MLFR DIA can be ordered using tiered/flat rate billing.

Private Line DIA

Private Line DIA service gives business customers a full-time dedicated connection from their customer premise to the Internet. The customer is connected to the nearest BellSouth Managed Facility (BMF) directly with a private local loop circuit. Port+Access+CPE, Port+Access+CPE over SMARTRing®, Port+Access, Port+Access over SMARTRing®, and Port Only service options are available with Private Line DIA. Unlike Frame Relay, the Private Line access price is based on mileage from the customer's premise to the BMF.

SMARTRing® service Customers are able to provision Private Line DIA (either Port+Access+CPE or Port+Access Service options) over their existing SMARTRing® service. The SMARTRing® service requires a Shared Network Agreement (SNA) or similar arrangement designated by AT&T to allow the DIA service to be mapped across the ring. This DIA service does not include or provide the SMARTRing® service itself. The use of SMARTRing® interfaces replaces a portion of the local loop normally associated with the DIA Port+Access+CPE and Port+Access offerings.

Availability

Private Line service is available in most BMF's. Private line can be ordered using either the flat rate or burstable billing method.

For Private Line OIA services equal to and above 12Mbps, a Service Availability Check (SAC) will be conducted during the pre-sales process to determine if/when facilities are/will be available within the target BMF.

Metro Ethernet DIA (MetroE DIA)

This service will enable customers to connect to the Internet at various Metro Ethernet speeds. MetroE OIA is available as Port+Access+CPE, Port+Access and Port Only service options.

When OIA is used with Metro Ethernet Premium service, packets originating from a particular Customer are identified by use of a Virtual Local Area Network number (VLAN Tag) that is assigned by AT&T when the service is provisioned. The VLAN tag is embedded in each ethernet packet received from the Customer and serves to identify the source of the packet to AT&T. The requirement to identify MetroE OIA Customers by VLAN Tag requires that the data transport service connecting to the BMF conform to the following requirements:

1. The Metro Ethernet Service ordered from AT&T must be Metro Ethernet Premium service equipped with a-Forwarding. a-Forwarding is an optional Metro Ethernet Premium feature that adds support for VLAN tagging to the standard Metro Ethernet Premium service.
2. If a Customer already uses an AT&T Metro Ethernet service that does not include VLAN tagging, (i.e. Basic Metro Ethernet service), and one or more of the existing locations desire to add OIA services, then all locations served by that service must be upgraded to the Metro Ethernet Premium service.
3. The CPE equipment effecting the ethernet connection at the Customer Premises to the Metro Ethernet service must support VLAN tagging via the 802.1a protocol. (e.g. a Cisco 2821 router or equivalent). When a Port+Access or Port Only configuration is ordered, the Customer must provide compatible CPE and configure it according to the VLAN tags that will be assigned by AT&T during the ME OIA provisioning process.

Customers providing their own AT&T Metro Ethernet transport to the Port Only Service option must purchase rate elements for Premium Fixed Metro Ethernet speeds 10M, 20M, 50M, 100M, 250M, or 500M, plus any additional mileage charges required to connect the customer premise to the closest equipped Metro Ethernet switch Central Office. Customer provided routers must be VLAN-tagging capable for Metro Ethernet OIA service. All dedicated, point-to-point transport services used to provide access to the OIA service are provided via the FCC jurisdiction tariffs or Guidebook.

Availability

A Service Availability Check (SAC) will be conducted during the pre-sales process to determine if/when facilities are/will be available within the target BMF. A SAC is required for all MetroE OIA orders.

Metro Ethernet DIA Service can be ordered using either tiered/flat rate billing. Burstable billing is not available at this time.

Asynchronous Transfer Mode (ATM) DIA

Asynchronous Transfer Mode (ATM) access method for OIA is designed to meet the requirements for Internet connectivity for customers who have existing ATM networks. The Port+Access+CPE and Port+Access options are not available for ATM DIA; the customer must obtain their own ATM circuit separately, and DIA service will map an ATM Port Only across that circuit. ATM is only available with Burstable billing.

These services require an existing ATM connection from the customer premise over the AT&T ATM network to the BMF.

Availability

ATM DIA is available in many BMF's, but must be checked before service order. For ATM OIA services equal to or above 12Mbps, a Service Availability Check (SAC) will be conducted during the pre-sales process to determine if/when facilities are/will be available within the target BMF.

DIA Service Access Suitability Examples

Access	Best Suited For
Frame Relay	<ul style="list-style-type: none"> • File transfers • Connectivity for LANs, WANs, web servers, email servers • Companies looking for scalability • Bursty Data applications
Private Line	<ul style="list-style-type: none"> • File transfers where high security is needed • Web servers connectivity with high multi-media content
ATM	<ul style="list-style-type: none"> • Customers with existing ATM networks
Metro Ethernet	<ul style="list-style-type: none"> • Large file transfers • Distance Learning

7) DIA Diversity Solutions

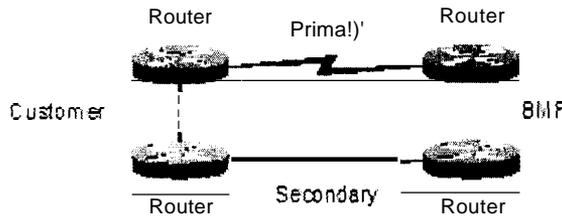
To better serve some customers' needs, Dedicated Internet Access (DIA) customers may now purchase a Diversity Solution Product to enhance diversity (redundancy) at specific assignments and attributes for their Internet access.

Diverse Solutions are designed for customers who have a need for continuous 1fault tolerant Internet Access. While Diversity Solutions will increase the likelihood of non-interrupted Internet Access, this product cannot guarantee continuous and non-interrupted 100% Internet Access availability. Diversity Solutions are designed to provide customers with a Primary Access Solution to the Internet that will automatically fail-over to a Secondary Access Solution to the Internet should a trouble on the Primary Service interrupt the customer's connectivity.

a) Diversity Options

DIA Router Diversity Solution provides the customer two distinct DIA circuits achieving Internet connectivity through access to (1) a router in a BMF (BeliSouth Managed Facility) in case of the Primary Circuit, and (2) a different router in the same BMF in the case of the Secondary Circuit. Traffic will be routed 1managed based on weighted static routes to the same BMF on the Diverse Routers. With this option, there will only be one router located at the

customer premise, but the circuit will connect in thru diverse routers at the BMF. DIA Router Diversity Solution provides one router at the customer's location, if purchased in the Port+Access+CPE service type. The customer may provide a second router.



Service Types

The customer's primary circuit and secondary circuit have to be the same DIA Service Type. It means that both circuits will have to be Port+Access+CPE, Port+Access or Port Only Service Type.

Service Speeds

The customer's primary circuit and secondary circuit do not have to be the same size; however, it is recommended that the secondary circuit be at least one half the size of the primary circuit. The customer should size the secondary (fail over) circuit so that the secondary circuit is able to send / receive all critical traffic in the event the primary service is down.

The Secondary Circuit, in all cases, must be less than or equal to the Primary Circuit.

Service Transport

It is recommended that the customer choose different access types (e.g., Frame Relay and Private Line), rather than both the same access types, to improve the level of diversity from the customer premises to the BMF.

Service Level Agreements

There is no change to SLAs and Service Level Credits for the following SLAs:

- Network Availability - target 100% for Primary Service and 100% for Secondary Service
- Backbone Latency - target 55ms for Primary Service and 55ms for Secondary Service
- Packet Loss - target .5% for the Primary Service and .5% for the Secondary Service

Customers will be evaluated for SLA qualified events on the Primary Service and SLA qualified events on the Secondary Service. SLA Credits will be calculated on each service, Primary Service and / or the Secondary Service and on the billed amount for each service for the month in which the SLA Credit was earned, whether derived by flat or usage billing.

The Installation Date SLA will be modified as follows:

The identified installation interval for the Primary Service and the Secondary Service will be compared, and the longest installation interval will be used to qualify a customer to receive an Installation Date SLA. If AT&T has caused the installation date for the longest installation interval to be missed, and the customer has been charged an installation fee, 100% of the installation fee will be refunded.

8) Features

IP Addresses

The customer can obtain IP addresses from AT&T or can obtain their own IP addresses from ARIN. The customer may also bring IP addresses previously used from another service provider's IP address space with the written permission of that provider. Although not recommended, a customer may be able to obtain up to 16 Class C IP address from AT&T. AT&T requires the customer to have immediate need for 80% of the addresses requested, and they must be able to justify use of 80% of the addresses at all times.

The customer's initial request for addresses occurs during the ordering process. To request additional addresses, the customer should contact the AT&T Internet Services Management group, who will gather information and evaluate the request. Adequate utilization of any addresses already issued must be documented before additional addresses will be released.

Additional details about IP Addressing can be found at the ARIN web site: <http://www.arin.net>

Domain Name Registration

AT&T offers DIA customers the option of either registering their new domain name directly with InterNIC, or having AT&T register the domain name for them. AT&T will register up to three new, single domain names as part of the OIA service for new customers during the installation process.

Domain Name Service (DNS)

Primary ONS service is an optional offering to OIA customers where alphanumeric domain names are mapped to IP addresses, for ease of use for navigating web sites.

Secondary DNS mirrors the information located on the primary ONS server, and acts as a backup source of addresses in the event the primary server is unreachable

WebStats

Web Stats is a Web based customer **network** reporting feature that allows customer to monitor their historical **network** usage statistics online. This provides an excellent opportunity for customers to visualize the usage and performance of their Internet connection. Web Stats are offered as part of the standard service for all Frame Relay, Frame Relay MLFR, Metro Ethernet, and Private Line DIA customers.

Customers can access statistical information regarding their Internet connection. **Network** samples are taken every five to fifteen minutes by the **network** statistics system and rolled up each night to create daily, weekly and monthly reports. These reports are then hosted on a web site (<http://webstats.BellSouth.net/mns/>) for the customer to view.

Intelligent PVC (IPVC)

Intelligent PVCs are Frame Relay PVCs that continuously monitor the customer **network** primary links. If the connectivity from the AT&T **network** to the BMF's primary router fails, the PVC will detect the failure. Within 6 to 60 seconds, the Intelligent PVC will detect the outage and automatically reroute service to the secondary router. Once the primary router starts working again, the Intelligent PVC will automatically reroute traffic back to the primary router. *The Intelligent PVC Optional Feature does not guarantee 100% Internet availability to the customer.*

Intelligent PVC, optional feature, will benefit customers by:

- Provides the customer with BMF router diversity for Internet access
- Eliminates added expense of provisioning **two** local access loops
- Provides more uptime without a disruption of service

Network Address Translation (NAT)

NAT, an optional feature for DIA Port+Access+CPE Services except Port+Access+CPE Diverse Solutions, enables a customer's private **network** (non-registered IP addresses) to translate into public address space and connect to the Internet. NAT tables are defined within the Customer's Premises Router. NAT benefits customers by:

- Providing some additional security by limiting internal address exposure to the global Internet (specifically, user PCs will not be reachable inbound from the Internet, only statically NATed hosts will be reachable from the Internet).
- Allowing for addressing efficiencies and,
- Conserving IP addresses

Two NAT Models are offered:

- Static Address Translation - Customer may establish a many-to-one mapping between local and global address, or Customer may configure Static address translations to the port level, using remaining IP addresses for other translations. In this scenario, only the customer's Hosts are mapped and "reachable" from the Internet; the Hosts then communicate with the customer's internal **network** (PCs).
- Port Address Translation (PAT) - (also known as "overload") Customer may map several internal addresses to one. When using PAT, traffic will attempt to engage the original source port; if the source port is fully utilized, PAT will cause the traffic to find the first available port. (same as above)

Customers will be limited to the number of IP address on their LAN with NAT translation to a /24 block (254 usable addresses). A customer may request additional IP addresses with NAT translation.

Note: The Network Address Translation feature is not supported for DIA Diversity Solutions. Cisco IOS NAT cannot be used with Hot Standby Routing Protocol (HSRP). In DIA Diversity Solutions, HSRP is used in the Customer Premises Equipment (CPE) to allow a fail-over to the secondary CPE router in the event the primary router fails.

Packet Filtering

With Packet Filtering, AT&T provides an optional router filter service to all DIA customers. These router filters are configured on the termination router and are generally used to help prevent unwanted traffic from entering or leaving the customer's private **network**.

DIA IOS Firewall

Dedicated Internet Access Firewall Service (DIA Firewall) is a security-specific offer providing new and existing "Port+Access+CPE" DIA Service customers an option to outsource managed security services for **network** protection and defense against attacks. Security is enabled through an advanced firewall engine with state-of-the-art security features including packet inspection, application-based filtering (context-based access control), per user authentication and authorization, and real-time alerts. For Port+Access DIA customers, the DIA Firewall service is provided through the installation of a certified firewall platform at the customer's premise(s) with remote configuration, management, monitoring, and maintenance from AT&T's Security Operations Center (SOC).

DIA Firewall includes:

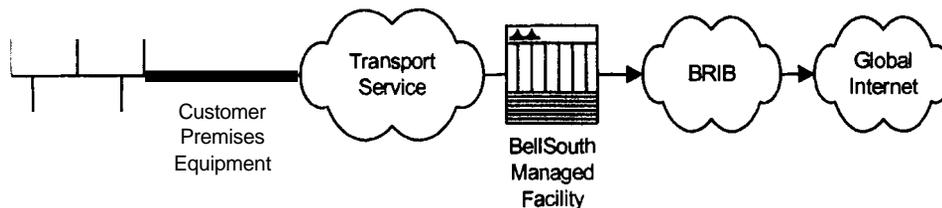
- Provisioning of a certified firewall platform
- Installation and configuration (remote) of the firewall platform
- 24X7 management and monitoring
- Firewall administration and maintenance
- 24X7 help desk support
- Outbound, Inbound/Outbound, or Inbound/Outbound with DMZ directional traffic protection
- Implementation of firewall rules-base changes (per level of service) requested by customer

There are three DIA Firewall levels of service available to customers.

1. Basic Firewall

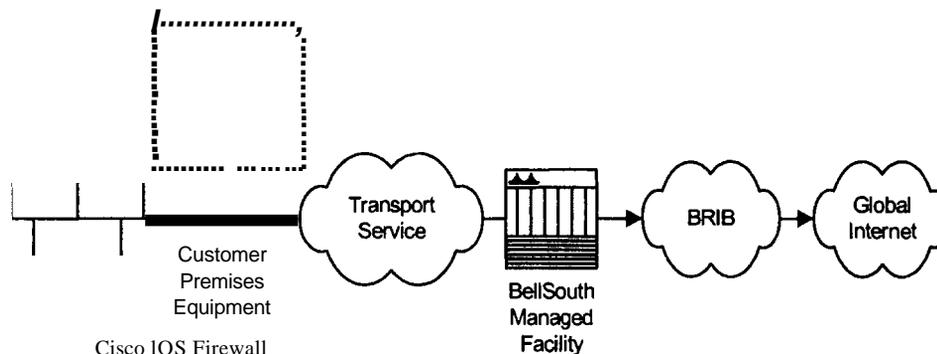
- a. Internet protection
 - b. Supports Fractional T1 up to DS3 access speeds
 - c. Choice of 0, 1, 2, 3, 4, or 5 rule-base change requests per year
2. Advanced Firewall
- a. Bi-Directional protection
 - b. Supports Fractional T1 up to DS3 access speeds
 - c. Choice of 3, 6, 9, 12, 15, or 25 rule-base change requests per year (customer rule-base change requests greater than 25 requires an SRF)
 - d. Choice of up to 10 IP Addresses assigned for hosted servers per year (customer requests for IP Addresses greater than 10 requires an SRF)

The diagram below represents the conceptual overview for Basic and Advanced DIA Firewall:



3. Premium Firewall
- e. Bi-Directional protection, with DMZ
 - f. Supports Fractional T1 up to DS3 access speeds
 - g. Choice of 3, 6, 9, 12, 15, or 25 rule-base change requests per year (customer rule-base change requests greater than 25 requires an SRF)
 - h. Choice of up to 10 IP Addresses assigned for hosted servers per year (customer requests for IP Addresses greater than 10 requires an SRF)

The diagram below represents the conceptual overview for Premium DIA Firewall with DMZ:



DIA 105 Firewall will follow the same Customer Support processes defined for DIA. The Welcome letter sent to each customer provides additional details about DIA 105 Monitoring and Management

10) Professional Services

1. Additional Fees. From time to time, customers may request services that are beyond the scope of the standard service offering. These services range from, but are not limited to, service expedites, non-business hour installs (i.e. Saturday, Sunday, holiday or evenings from 5:00 P.M. to 8:30 A.M. the next day), LAN/WAN design and troubleshooting, application troubleshooting, router configuration services etc. When feasible, AT&T may assist the customer in fulfilling these requests on a fee for service arrangement in accordance with our standard Professional Service Fees. AT&T's hourly billing rates for Professional Services range between \$125 and \$250 per hour depending on the type and scope of work. The customer may also be required to pay additional fees to cover the amount of additional costs incurred by AT&T resulting from the customer's special requests. Such costs may include, but are not limited to, equipment and expedited shipping charges.

2. Charges. If charges apply for additional services requested by the customer, they will be disclosed to the customer via verbal or written notification prior to performing any work. As necessary, a statement of work may also be provided defining the services and deliverables to the customer.

11) Service Level Agreements (SLAs)

1. General. AT&T intends to provide its services such that the Services will perform in a manner consistent with the objectives set forth in this document. If AT&T fails to perform its services such that any of the following SLAs are not met, the sole obligation of AT&T and the Customer's sole

remedies shall be for AT&T to use commercially reasonable efforts to effectuate a repair of the Services and for AT&T to provide the credits, If any, specified below.

2. Network Availability. (a) "Network Availability" is the percentage of total minutes during a calendar month that the Services are available to the Customer. Network Availability is calculated as follows:

$$\text{Network Availability} = \frac{((\text{Minutes in a month}) - (\text{Total outage minutes}))}{(\text{Minutes in a month})}$$

The Services shall be deemed to be "unavailable" whenever an outage is recorded on a AT&T trouble ticket classified as "major" or "critical" by AT&T's Network Operations Center which results in Customer not having the ability to transmit or receive packets by means of the Services. and "Total Outage Minutes" shall be deemed to be the length of time during which the Services are unavailable to the Customer, as reflected on such trouble tickets. "Total outage minutes" shall not include any outages (i) occurring during scheduled maintenance activities; (ii) attributable to any act or omission of Customer; (iii) attributable to Customer's applications, equipment or facilities; (iv) resulting from reasons of Force Majeure or other causes beyond the reasonable control of AT&T; or (v) lasting ten minutes or less.

(b) The objective for Network Availability is 100%. For any month in which the objective is not met, Customer will receive a credit, which may be applied towards Customer's subsequent monthly invoice(s), equal to 1/30th of the monthly recurring charges for the affected Services (I.e., the portion(s) of the Services directly made unavailable as a result of the outage(s) in question) for each cumulative hour or portion thereof during which such Services are unavailable to the Customer (subject to the limitations set forth herein). Unavailability and credits will be prorated and paid in 15-minute increments.

3. Installation Date. (a) "Installation Date" is the actual date that the Services are made available to the Customer. The Installation Date shall not be deemed missed due to installation delays attributable to (i) reasons of Force Majeure or other causes beyond the reasonable control of AT&T; or (ii) Customer's applications, equipment or facilities. All expedited installation requests do not qualify for this installation SLA.

(b) The objective for the Installation Date is to be on or before the target date committed to by AT&T, as reflected on AT&T's service management records. For any installation for which the objective is not met (other than for the reasons set forth above) Customer will receive a credit, which may be applied towards Customer's subsequent monthly invoice(s), equal to 100% of the installation charges (if any) otherwise payable by the Customer for the Services.

4. Latency. (a) "Average Latency" is the monthly average round-trip latency of designated portions of AT&T's network, determined by measuring round-trip network responses over such portions of the network as determined by AT&T

The objective for Average Latency is to not be greater than 55 milliseconds. For any month in which the objective is not met, Customer will receive a credit, which may be applied towards Customer's monthly invoice, equal to 10% of the monthly recurring charges for the Services.

Network delay will not be considered for purposes of Average Latency, and Service credits will not be available to Customer, in cases where the Services are delayed as a result of (i) the negligence, acts or omissions of Customer, its employees, contractors or agents or its end users; (ii) the failure or malfunction of testing equipment, applications or systems; (iii) circumstances or causes beyond the control of AT&T, including instances of Force Majeure; or (iv) scheduled service maintenance, alteration, or implementation. Such credits will be granted only if Customer affords AT&T full and free access to Customer's equipment to perform necessary testing, troubleshooting or related activities.

5. Packet Loss. (a) "Average Packet Loss" is the monthly average round-trip packet loss of designated portions of AT&T's network, determined by measuring round-trip network responses over such portions of the network as determined by AT&T.

The objective for Average Packet Loss is to not be greater than 0.5%. For any month in which the objective is not met, Customer will receive a credit, which may be applied towards Customer's monthly invoice, equal to 1/30th of the monthly recurring charges for the Services.

Packet loss will not be considered for purposes of Average Packet Loss, and Service credits will not be available to Customer, in cases where packets are lost as a result of (i) the negligence, acts or omissions of Customer, its employees, contractors or agents or its end users; (ii) the failure or malfunction of testing equipment, applications or systems; (iii) circumstances or causes beyond the control of AT&T, including instances of Force Majeure; or (iv) scheduled service maintenance, alteration, or implementation. Such credits will be granted only if Customer affords AT&T full and free access to Customer's equipment to perform necessary testing, troubleshooting or related activities.

Service Level Objectives (SLOs)

1. Mean Time to Repair. "Mean Time to Repair" is the monthly average time over any calendar month it takes for AT&T to resolve any outage problem classified as "major" or "critical" by AT&T's network Operations Center. Mean Time to Repair is calculated as follows:

$$\text{Mean Time to Repair} = \frac{\text{Total outage minutes}}{\text{Total outage occurrences}}$$

The objective for Mean Time to Repair is not to exceed four (4) hours. This objective will be measured and reported but the Customer will not receive a credit if the objective is not met.

6. Other Terms and Conditions

Customers whose Service was established prior to 5/1/07 should anticipate receiving any applicable credit within 2 billing cycles after the month in which the SLA objective was missed. Customers whose Service is established after 5/1/07 will need to call 1-800-317-3343 and select the appropriate option to request SLA payments, and should anticipate receiving any applicable credit within 2 billing cycles after the month in which the SLA credit was requested. If a customer whose Service was established prior to 5/1/07 believes a credit should have been applied but was not, or a customer whose Service is established after 5/1/07 wishes to request a credit. such customer must request such credit within 120 days after the date of the report from AT&T giving notice that an SLA objective was missed. If Customer's request for a credit was in error, Customer may be

charged for the costs associated with researching the credit request. The total credits payable for SLA objectives (other than the Installation Date SLA) missed during anyone-month period shall not exceed the total monthly recurring charges for the Services in that month.

7. Force Majeure Force Majeure is defined as including war, riots, embargoes, strikes, or other concerted acts of **workers** (whether AT&T's or others), casualties or accidents, malicious or criminal acts of third parties, or any other causes or circumstances whether of a similar or dissimilar nature to the foregoing, which prevent or hinder the delivery of the Services).



Addendum to Master Contract for City of Riviera Beach
BellSouth Business Services Master Agreement # CPG-22289
Quote # BB5070419074439

Term The undersigned Customer hereby orders from BeliSouth Telecommunications, Inc., doing business as AT&T Southeast ("AT&T") the BellSouth Business Services of the type, at the location and for the prices and term specified in this Addendum and its related Addendum Detail Form(s) (collectively, this "Addendum"). BeliSouth Business Service is provided, and this Addendum is submitted, subject to and in accordance with BeliSouth Business Services Master Agreement, and all applicable acceptable use policies. This Addendum is valid only when accepted by an authorized representative of AT&T. The term of the Service begins upon completion of installation and activation by AT&T, unless terminated earlier as set forth herein or in accordance with the provisions set forth in the BeliSouth Business Services Master Agreement. This Contract shall be extended for additional one year terms under the same terms and conditions herein unless either party provides written notice of its intent not to renew the Contract at least sixty (60) days prior to the expiration of the initial term or each additional one-year term.

Additional Terms and Conditions

1. Pre-qualification does not guarantee service availability at the installation location. Although Customer's line pre-qualified for Service there are circumstances beyond AT&T's control that may result in Customer's inability to receive this Service. Some of these limitations are not detectable until AT&T installers are at Customer's location and attempt installation of the Service. If it is determined that AT&T is unable to install this Service, Customer will not incur any charges associated with the attempted provisioning of Service for the affected location(s).

2. If Customer cancels its Services or any portion thereof, or has its Services or any portion thereof terminated pursuant to Section 12(a) or 12(b) of the BellSouth Business Services Master Agreement, prior to the expiration of the minimum term selected herein, Customer shall be obligated to pay AT&T a termination charge equal to 50% of the total monthly charges (other than variable usage charges) that would have become due for the remainder of the scheduled minimum term if such termination had not occurred. Such termination charge shall be paid to AT&T within thirty (30) days after such cancellation.

If AT&T breaches any of these material Terms and fails to cure such breach within thirty (30) days after written notice of such breach, Customer may (as its sole remedy except for any credits that may be payable for downtime as provided elsewhere herein) terminate its Services by written notice to AT&T, without obligation for any early termination charges otherwise payable hereunder.

3. If Customer cancels installation of the Services, or part of a service order, before the installation due date, Customer shall be obligated to pay AT&T cancellation charges equal to 50% of all the standard nonrecurring charges associated with the order, or that part of the order being cancelled.

4. Customer may incur additional charges in the event AT&T has to build out additional facilities in order to provision Customer's Services. Customer will be notified of such additional charges and may terminate the Services without incurring termination charges.

5. This Addendum may be executed in one or more counterparts, each of which shall be deemed an original and all of which shall be taken together and deemed to be one instrument. The Parties agree that a facsimile or electronic transmission of each Party's signature to this Addendum and Orders hereunder will be deemed an original and the best evidence thereof for all purposes, including, without limitation, all eVidentary purposes before any arbitrator, court or other adjudicatory authority.

6. CUSTOMER HAS READ AND AGREES TO BE BOUND BY THIS ADDENDUM, INCLUDING THE APPLICABLE ADDENDUM DETAIL FORM (S) AND THE BELLSOUTH BUSINESS SERVICES MASTER AGREEMENT AND RATE SCHEDULES, AND ALL APPLICABLE ACCEPTABLE USE

POLICIES, ALL OF WHICH REPLACE AND SUPERSEDE ANY OTHER NEGOTIATIONS, AGREEMENTS, PROPOSALS AND COMMUNICATIONS (ORAL OR WRITEN) RELATING TO THE SERVICES LISTED OR DESCRIBED ON THIS ADDENDUM AND SHALL PREVAIL OVER ANY ADDITIONAL OR CONFLICTING TERMS IN ANY PURCHASE ADDENDUM, INVOICE, ACKNOWLEDGMENT OR OTHER SIMILAR DOCUMENT ISSUED BY CUSTOMER.

ACCEPTANCE OF ANY ADDENDUM BY AT&T IS SUBJECT TO AT&T CREDIT AND OTHER APPROVALS. FOLLOWING ADDENDUM ACCEPTANCE, IF IT IS DETERMINED THAT THE INITIAL CREDIT APPROVAL WAS BASED ON INACCURATE OR INCOMPLETE INFORMATION. AT&T IN ITS SOLE DISCRETION RESERVES THE RIGHT TO CANCEL THE ADDENDUM WITHOUT LIABILITY OR SUSPEND THE ADDENDUM UNTIL ACCURATE AND APPROPRIATE CREDIT APPROVAL REQUIREMENTS ARE ESTABLISHED AND ACCEPTED BY CUSTOMER.

Summary Dedicated Internet Access Components purchased:
 Site-to-Site locations: 1

Charges Customer will pay to AT&T all charges billed pursuant to the Contract. Charges are as set forth below.

AT&T Total	\$0.00	\$2125.00
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Incorporation with Master Contract The Terms and Conditions of this addendum are added to, and become, integral parts of Master Agreement CPG-22289 and are fully incorporated herein by this reference.

I acknowledge that I have received and read the BellSouth® Dedicated Internet Access Service Description

Customer Initials and Date

IN WITNESS WHEREOF, the PARTIES OF THE CITY OF RIVIERA BEACH, FLORIDA has made and executed this Contract on behalf of the CUSTOMER, and the COMPANY has hereunto set its hand the day and year above written.

Acknowledgement

Customer: City of Riviera Beach

By: *Thomas Masters*

Name: Thomas Masters
 Title: Mayor
 Date: _____

BellSouth Telecommunications, Inc. d/b/a AT&T
 Southeast (by its **authorized representative**):

By: *Terri L. Childress*

Authorized Signatory
 Name: Terri L. Childress
 Title: Director Contract Management
 Date: *02/11/08*

ATTEST

BY: *Carrie E. Ward*

Carrie E. Ward
 Master Municipal Clerk
 City Clerk

Approved As To Terms And
 Conditions

BY: *Carl Chandler*

Carl Chandler
 IS Manager

Approved As To Form And
 Legal Sufficiency

BY: *Pamela H. Ryan*

Pamela H. Ryan,
 City Attorney

Date: *2/20/08*

Solution Details

Internet Access		Monthly Price	Monthly Fee
Charges for Primary Circuit Location # 1			
Site Name: City of Riviera Beach			
Site Address: 600 W Blue Heron Blvd Riviera Beach FL 33404-			
Metro Ethernet Tiered Pricing		\$0.00	\$2125.00
Service Package: Port + Access + CPE			
Port Speed: 10 Mbps			
Contract Term: 36 Months			
Site Total:		\$0.00	\$2125.00



Tips for Successful Installation

You will be contacted shortly by a Provisioning Engineer to go over all the technical things that have to be in place at your site before your service can be operational. Please notify AT&T immediately if you need to make any changes, as changes may inhibit or delay your service implementation.

At the time of installation, AT&T provides two hours of complementary technical support. This free Network Engineering assistance will help make sure your configuration is compatible with your new AT&T Service. If you do need additional assistance, AT&T provides professional services at the rate of \$125-\$200 per hour.

One important thing to note: If you are going to miss your scheduled installation (turn-up), you must notify your Service Specialist at least 24 hours in advance. AT&T begins billing on the date of your scheduled turn-up whether the service is activated or not. To avoid paying for service that isn't up and running, make sure you keep track of your installation date and advise us in time if there is going to be a problem hitting that date.

Here is a quick checklist of requirements for the Dedicated Internet Access (DIA) product that you ordered. Look it over and talk to your Service Specialist about anything that is unclear or may present a problem.

- Make sure your technical personnel are available on premise for each scheduled stage of service installation. You can coordinate this with your Service Specialist.
- On installation day, make sure the premise contact for your company has your vendor hardware documentation available to research any possible hardware/software configuration problems. (Does not apply to customers who have purchased the Packaged Option - AT&T will handle for Packaged customers.)
- Check that your router, CSUIDSU equipment is in place. (Does not apply to customers who have purchased the Packaged Option - AT&T will handle for Packaged customers.)
- If you are providing a router, make sure it is configured and ready for operation of your DIA service 24-48 hours prior to your targeted installation date.
- Ensure your transceiver is compatible to interface between your LAN/HOST and the AT&T provided router. If you need one, check with local area communications or computer retail stores. (Only applies to Packaged customers, all others will be handling the complete router configurations for themselves.)
- Have your computers, LAN, Servers and other equipment installed and ready to connect before the installation date. Your DIA will install whether you have this equipment in place or not and your billing will begin once the AT&T installation is complete.
- If you would like to use IP addresses already assigned to your company, send an e-mail to your Provisioning Engineer listing those addresses. AT&T will verify the usability of your addresses for the DIA connection.

There is a lot involved in getting ready for the installation. If you have any questions or problems with the process, contact your Service Specialist to iron them out immediately. We want your DIA service and installation to be a positive experience!

Customer Information: City of Riviera Beach
600 W Blue Heron Blvd
Riviera Beach, FL 33404-

RESOLUTION NO. 30-08

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF RIVIERA BEACH, PALM BEACH COUNTY, FLORIDA, AUTHORIZING WORK ORDER NO.3 FOR ADDITIONAL WORK OUTSIDE THE ORIGINAL SCOPE OF THE IMPLEMENTATION OF THE INFORMATION SYSTEMS MASTER PLAN DEVELOPMENT AND IMPLEMENTATIONS FOR WEBSITE IMPLEMENTATION AND OTHER TASKS AND FURTHER, AUTHORIZING THE INTERIM FINANCE DIRECTOR TO MAKE PAYMENT TO PSD LLC FOR THE PROFESSIONAL SERVICES IN THE AMOUNT OF \$61,300 FROM VARIOUS ACCOUNTS AND PROVIDING AN EFFECTIVE DATE.

WHEREAS the City of Riviera Beach approved RFP 148-06 and awarded the contract for the development of an information systems master plan to PSD LLC; and

WHEREAS, it has been determined that additional work outside the original scope of the contract is required to implement the web site master plan and other tasks.

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

SECTION 1. The City Council approves Work Order No. 3 from PSD LLC in the amount of \$61,300 for implementation of the website master plan and other tasks.

SECTION 2. The Interim Finance Director is authorized to make payment for Work Order No. 3 from various departmental accounts, as benefited.

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

PASSED AND APPROVED this 20 day of February 2008.

APPROVED:

Thomas A. Masters
THOMAS A. MASTERS
MAYOR

Shelby L. Lowe
SHELBY L. LOWE
CHAIRPERSON

ATTEST:

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

Lynne I. Hubbard
LYNNE I. HUBBARD
CHA PROTEM

Norma Duncombe
NORMA DUNCOMBE
COUN PERSON

Cedrick Thomas
CEDRICK THOMAS
COUNCILPERSON

James "Jim" Jackson
JAMES "JIM" JACKSON
COUNCILPERSON

MOTIONED BY: _____

SECONDED BY: _____

S. LOWE _____

L. HUBBARD _____

C. THOMAS _____

N. DUNCOMBE _____

J. JACKSON _____

PDW:dpr.012508.021408

REVIEWED AS TO LEGAL SUFFICIENCY

Pamala Hanna Ryan
PAMALA HANNA RYAN, CITY ATTORNEY

DATE: 2/14/2009