

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF RIVIERA BEACH, PALM BEACH COUNTY, FLORIDA, AUTHORIZING THE CITY MANAGER TO ENTER INTO A LEASE AGREEMENT FOR A TERM OF THREE YEARS WITH HEATHER CROFT, LLC FOR TWENTY-THREE HUNDRED SQUARE FT. (2,300 SQ. FT.) OF COMMERCIAL RENTABLE SPACE AT 2051 MARTIN LUTHER KING BOULEVARD ON THE 3RD FLOOR AS OUTLINED IN OPTION 1 OF THE STAFF REPORT ON "OPTIONS FOR ADDITIONAL OFFICE SPACE" FOR A TOTAL OF \$151,800; AUTHORIZING THE CITY MANAGER AND CITY CLERK TO EXECUTE SAID LEASE; AND AUTHORIZING THE INTERIM FINANCE DIRECTOR TO APPROPRIATE AN ADDITIONAL \$70,500 FOR MOVING EXPENSES, RENOVATION COSTS, EQUIPMENT REPLACEMENT, COMMUNICATION! COMPUTER INFRASTRUCTURE, AND RELATED RELOCATION COSTS FROM THE GENERAL FUND, FUND BALANCE ACCOUNT NUMBER 001-00-39999; ESTABLISHING A BUDGET AND TEN PERCENT (10%) PROJECT CONTINGENCY AND PROVIDING AN EFFECTIVE DATE.

WHEREAS, many administrative departments housed within the municipal campus currently operate in very cramped work spaces insufficient to accommodate the number of employees within the department; and

WHEREAS, over time, this situation has begun to impact employee morale, productivity and effectiveness; and

WHEREAS, the need to provide temporary relief for the Human Resources, Community Development, and Legislative Departments is immediately required in order that these operations can function effectively as required until permanent office space is developed in conjunction with the "Campus Reuse Study"; and

WHEREAS, at its regularly scheduled meeting of June 6, 2007, City Council authorized staff to implement "Option 1" of the staff report on "Options for Additional Office Space" which provides new office space for the Human Resources Department at the Port Center and increases office space for the Community Development and Legislative Departments by reconfiguring office space vacated by Human Resources; and

WHEREAS, Heather Croft, LLC has submitted a three (3) year lease agreement to provide 2,300 square feet of rentable commercial space at a cost of \$22.00 per square ft. for a cost of \$151,800.

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

SECTION 1. Upon review and approval of the City Attorney, the City Manager and City Clerk are authorize to execute a three (3) year lease with Heather Croft LLC for 2,300 sq. ft of rentable commercial office space at the Port Center (2051 MLK BLVD.) for a cost of \$22.00 per square ft., (with a 3% annual increase or CPI escalator) at an annual cost of \$50,600.

SECTION 2. The Interim Finance Director is authorized to make monthly payments in the amount of \$4,216.67 from Account No. 001-00-39999 for year one (1) of the lease agreement with years two (2) and three (3) of the lease agreement being budgeted in the appropriate operating account number for fiscal years 2007-2008 and 2008-2009 respectively.

SECTION 3. The Interim Finance Director is authorized to appropriate General Fund, Fund Balance Account No. 001-00-39999 in the amount of \$121,100 for the first year lease payment, moving expenses, equipment replacement, communication/computer infrastructure, renovations, and related relocation costs as follows:

Expenditures:

Rent & Lease Building	001-0203-519-0-4405	\$55,400
Other Charges-Moving	001-0203-519-0-4906	\$ 7,175
Rent & Lease Equipment	001-0203-519-0-6404	\$18,625
Machinery & Equip Other	001-0203-519-0-4405	<u>\$39,900</u>
		\$121,100

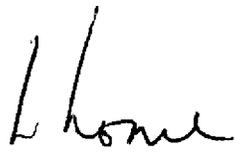
SECTION 4. This Resolution shall take effect upon its passage and approval by the City Council.

PASSED AND APPROVED this 20th day of June, 2007

APPROVED:



THOMAS MASTERS
MAYOR

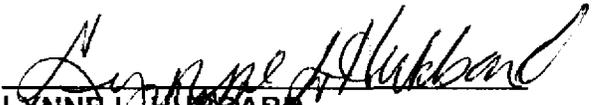


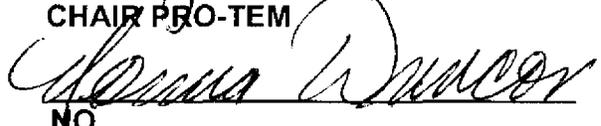
SHELBY LOWE
CHAIRPERSON

ATTEST:

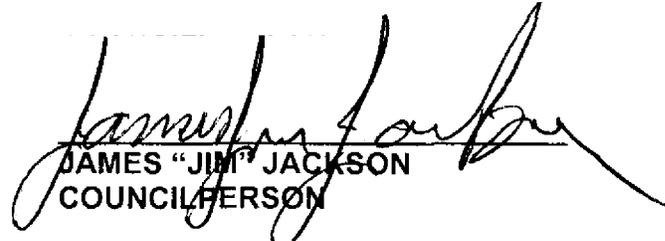


CARRIE E. WARD
MASTER MUNICIPAL CLERK
CITY CLERK



LYNNE L. HUBBARD
CHAIR PRO-TEM


NO



JAMES "JIM" JACKSON
COUNCILPERSON

MOTIONED BY: J. Jackson

SECONDED BY: L. Hubbard

S. LOWE aye

L. HUBBARD aye

C. THOMAS aye

J. JACKSON aye

N. DUNCOMBE aye

REVIEWED AS TO LEGAL SUFFICIENCY



PAMALA HANNA RYAN, CITY ATTORNEY

DATE: 6/14/07

RESOLUTION NO. 82-07

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF RIVIERA BEACH, PALM BEACH COUNTY, FLORIDA APPROVING INSTALLATION OF TRAFFIC CONTROL DEVICES ON WEST 22ND STREET AND 22ND COURT BETWEEN AVENUE H EAST AND AVENUE F; AUTHORIZING THE CITY MANAGER TO EXECUTE A CHANGE ORDER IN THE AMOUNT OF \$21,455; AUTHORIZING INTERIM FINANCE DIRECTOR TO MAKE PAYMENT FOR SAME; AND PROVIDING FOR AN EFFECTIVE DATE.

WHEREAS, the City desires to increase traffic safety by installing traffic control devices to reduce speeding on its streets; and

WHEREAS, the City has received requests from the residents for installing traffic control devices on West 22nd Street and West 22nd Court, between Avenue H east and Avenue F; and

WHEREAS, the City desires to install four traffic control devices on West 22nd Street and West 22nd Court.

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

SECTION 1. Charles S. Whiteside, Inc. is authorized to install four traffic control devices on West 22nd Street and West 22nd Court at the unit prices under Traffic Calming Project.

SECTION 2. Change Order Number 1 in the amount of \$21,455 to the contract for milling and resurfacing West 22nd Street is approved.

SECTION 3. The City Manager is authorized to execute the Change Order.

SECTION 4. The Interim Finance Director is authorized to make payment for same from Account No. 147-0716-541-0-6355.

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

PASSED and APPROVED this 20th day of June, 2007.

RESOLUTION NO. 82-07
PAGE -2-

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

MAD NCOM E
COUNCILPERSON

Cedrick Thomas
CEDRICK THOMAS
OUNc1LPERSON

/ S" J
UNCIL ER

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: 6/14/07

RESOLUTION NO. 83-07 -

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF RIVIERA BEACH, PALM BEACH COUNTY, FLORIDA, AUTHORIZING THE FINANCE DIRECTOR TO **APPROPRIATE** PALM BEACH EMERGENCY MANAGEMENT FUND REVENUES AND EXPENDITURES IN THE AMOUNT OF \$12,000.00; AUTHORIZING THE PURCHASE OF A NETCLOCK FROM SPECTRACOM IN THE AMOUNT OF \$12,000.00; AND PROVIDING AN EFFECTIVE DATE.

WHEREAS, Palm Beach County Emergency Management 9-1-1 Coordinator has approved the purchase of the netclock and for the reimbursement from the 9-1-1 fund; and

WHEREAS, the Police Department is seeking to synchronize the time within the City's Police/Fire CAD, 9-1-1 system, logging recorder system, digital phone system, and Visionair software. The Spectracom netclock will interface seamlessly with the current systems; and

WHEREAS, based on the requirements and evaluation of other software, Spectracom was the only vendor that addressed all the concerns and specifications and that the City Council authorize this purchase as a sole source vendor: and

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

SECTION 1: Based on the specific requirements, staff is authorized to make the purchase from Spectracom as the sole source vendor:

SECTION 2: The Finance Director is authorized to appropriate Palm Beach County Emergency Management Fund Revenues and Expenditures in the amount of \$12,000.00.

SECTION 3: The Finance Director is authorized to set up the budget as follows:

<u>Revenue</u>	<u>Amount</u>
124-00-331293 911 Grant	\$12,000.00

<u>Expenditure</u>	<u>Amount</u>
124-0819-521-0-6454 Office Equip. Furniture	\$12,000.00

RESOLUTION NO. 83-07
PAGE 2

SECTION 4: The City Council authorizes the Finance Director to make payment in the amount of \$12,000.00 from account number 124-0819-521-0-6454 to Spectracom for the purchase of the netclock.

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

PASSED AND APPROVED this 20 t.h day of JUDe ,2007

RESOLUTION NO. 83-07
PAGE 3

APPROVED:

Thomas A. Masters
THdMAS 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 Thomas
CEDRICK 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

Pamaia Hanna Ryan
PAMAIA HANNA RYAN, CITY ATTORNEY

DATE: 6/15/07

RESOLUTION NO. 84-07

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF RIVIERA BEACH, PALM BEACH COUNTY, FLORIDA; AWARDED BID NO. 15207 TO UNITED ELECTRICIANS INC. OF ROYAL PALM BEACH, FLORIDA IN THE AMOUNT OF \$42,595; AUTHORIZING THE MAYOR AND CITY CLERK TO EXECUTE THE CONTRACT; AUTHORIZING THE INTERIM FINANCE DIRECTOR TO APPROPRIATE \$52,000 FROM THE CAPITAL IMPACT FEE: PUBLIC BUILDINGS ACCOUNT (303) TO PAY FOR THE INSTALLATION OF ONE EMERGENCY STANDBY POWER SYSTEM AND RELATED COSTS INCLUDING PROFESSIONAL ENGINEERING SERVICES, WHEATHER RESISTANT COVER AND LANDSCAPING; ESTABLISHING A BUDGET AND PROVIDING AN EFFECTIVE DATE.

WHEREAS, the City of Riviera Beach has experienced the destructive impact of three major hurricanes over the last 36 months; and

WHEREAS, these storms and their disruptive aftermath have underscored the need for our City to expand its capacity to deliver a consistent level of services under the challenges of post disaster conditions; and

WHEREAS, it is critical that essential City operations housed on the municipal campus (600 W. Blue Heron Blvd.) have the added capacity to function uninterrupted even when power from FP&L is unavailable; and

WHEREAS, an emergency standby power system will provide emergency electrical power for the municipal campus and expand the City's capacity to provide services during periods of extended electrical power interruption including natural disasters and black-outs; and

WHEREAS, the City publicly solicited bids for the installation of its previously purchased 750 Kw generator and United Electricians Inc. was the lowest responsible bidder; and

WHEREAS, sufficient funds are available in the Capital Impact Fee Public Buildings account (303) and the proposed improvements are an allowable expenditure under the existing Capital Impact Fee ordinance.

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 awards bid NO.15207 in the amount of \$42,595.00 to United Electricians Inc. of 4272, 123rd Trail North, Royal Palm Beach, Florida; and further authorizes the use of \$9,405 to pay for related cost including professional engineering services, a protective enclosure, and landscaping.

SECTION 2. The City Council authorizes the appropriation of \$52,000 from the Capital Impact Fee Public Buildings account (303) to finance the installation and other related costs of an emergency standby power system for City Hall.

SECTION 3. The Finance Director is authorized to establish a budget and appropriate funds in the Capital Impact Fee Public- Building account as follows:

Revenue:

Impact Fees: Public Buildings	\$52,000	303-00-363272
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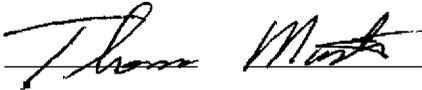
Expenditure:

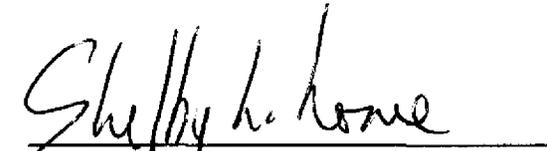
Improvements other than building	\$ 49,600	303-0203-572-0-6351
Professional Services	\$ <u>2,400</u>	303 -0203-572-0-3103
	\$ 52,000	

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

PASSED AND APPROVED this 20th day of June, 2007

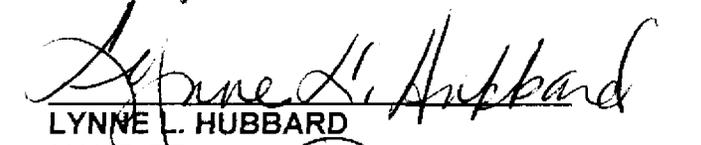
APPROVED:


THOMAS MASTERS
MAYOR

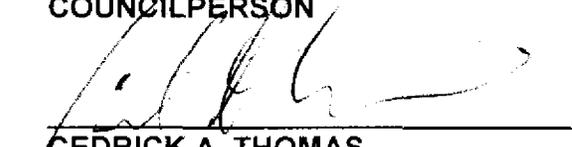

SHELBY LOWE
CHAIRPERSON

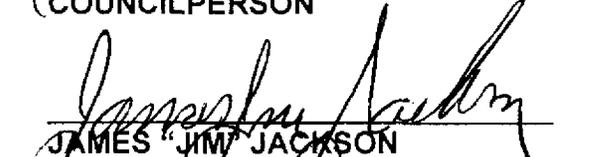
ATTEST:


CARRIE E. WARD
MASTER MUNICIPAL CLERK
CITY CLERK


LYNNE L. HUBBARD
CHAIR PRO-TEM


NORMA DUNCOMBE
COUNCILPERSON


CEDRICK A. THOMAS
COUNCILPERSON

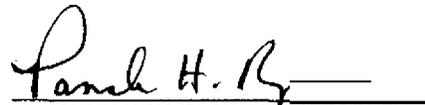

JAMES 'JIM' JACKSON
COUNCILPERSON

MOTIONED BY: 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, CITY ATTORNEY

DATE: 6/13/07

CITY OF RIVIERA BEACH
CONTRACT FOR CONSTRUCTION

This Contract is made as of this 20 day of June, 2007 by and between the CITY OF RIVIERA BEACH, a Political Subdivision of the State of Florida, by and through its CITY COUNCIL, hereinafter referred to as the CITY, and United Electricians Inc. a corporation authorized to do business in the State of Florida, hereinafter referred to as the CONTRACTOR, whose Federal J.D. is 82-0549292.

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

ARTICLE 1 - SERVICES

The CONTRACTOR'S responsibility under this Contract is to provide electrical installation services to the City's existing standby emergency generator located at City Hall as more specifically set forth, in Exhibit "A", the Invitation to Bid, to wit, Bid No. 15207, hereinafter the "Bid", the Addenda, Specifications, Design Plans, General and Special Conditions of which are incorporated herein by reference; and

To the extent there exist a conflict between the bid and this contract, terms, conditions, covenants, and/or provisions of this contract shall prevail. Wherever possible, the provisions of such documents shall be constructed in such a manner as to avoid conflicts between provisions of various documents.

The CITY'S representative liaison during the performance of this Contract shall be the City Engineer, Lal "John" Samadi, telephone no. 561-845-4060.

ARTICLE 2 - SCHEDULE

- A. Time of Completion - Construction work must begin within five (5) calendar days from the date of receipt of official notice to proceed; provided the CITY has received proof of insurance as set forth in Article 11. Construction work shall be carried on at a rate to insure its full completion within forty-five (45) calendar days from the date of official notice to proceed, the rate of progress and time of completion being essential conditions of this Contract.
- B. Deduction for not completing on time - If the contract work is not fully complete according to the terms of this Contract within the limits herein stipulated, the CONTRACTOR shall pay the CITY, not as a penalty, but as liquidated damages, a sum equal to two hundred and seventy-five dollars (\$275.00) for each day elapsing between the 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 Article 17, herein.
- C. Reports - Reports and other items shall be delivered or completed in accordance with the Contract Specifications and Plans for the installation of the standby emergency generator: City Hall, Bid No. 15207.

ARTICLE 3 - PAYMENTS TO CONTRACTOR

- A. Generally - The CITY agrees to compensate the CONTRACTOR \$42,595.00 in accordance with its Base Bid fee proposal as set forth in the CONTRACTOR'S response to Bid #15207. Payment will be made based upon progress payment requests, submitted on a form approved by the CITY.
- B. Progress Invoices - No later than the 20th day of every month, the CONTRACTOR shall prepare and submit, on a form approved by the CITY'S representative, a detailed estimate and invoice which has been completed from the start of the job up to and including the last day of the preceding month, together with such supporting evidence of the expenditures as required by this Contract.
- C. Progress Payments - Invoices received from the CONTRACTOR pursuant to this Contract will be reviewed and approved by the CITY representative, indicating that services have been rendered in conformity with the Contract and then will be sent to the Finance Department for payment. The CITY will pay to the CONTRACTOR ninety percent (90%) of the value based on the CONTRACTOR'S estimate and invoice, as approved by the CITY representative. Invoices will normally be paid within thirty (30) days following the CITY representative's approval.
- D. Payment of Expenses - There are no reimbursable expenses for this contract. The CONTRACTOR is responsible for any and all expenses related to the completion of this contract.
- E. Final Invoice - In order for both parties herein to close their books and records, the CONTRACTOR will clearly state "Final Invoice" on the CONTRACTOR'S final last billing to the CITY. This certifies that all services have been properly performed and all charges and costs have been invoiced to the CITY. Since this account will thereupon be closed, any and other further charges if not properly included on this final invoice are waived by the CONTRACTOR and the CITY shall have no obligations for any other costs or expenses thereafter.

ARTICLE 4 - TRUTH-IN-NEGOTIATION CERTIFICATE

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

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

ARTICLE 5 - TERMINATION

This Contract may be canceled by the CONTRACTOR upon thirty (30) days prior written notice to the CITY'S representative in the event of substantial failure by the CITY to perform in accordance with the terms of this Contract through no fault of the CONTRACTOR; provided the CITY fails to cure same within that thirty (30) day period. It may also be terminated, in whole or in part, by the CITY, with or without cause, immediately upon written notice to the CONTRACTOR. Unless the CONTRACTOR is in breach of this Contract, the CONTRACTOR shall be paid for services rendered to the CITY'S satisfaction through the date of termination. -After receipt of a Termination Notice and except as otherwise directed by the CITY, the CONTRACTOR shall:

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

ARTICLE 6 - PERSONNEL

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

All of the services required hereunder shall be performed by the 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.

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

The CONTRACTOR warrants that all services shall be performed by skilled and competent personnel to the highest professional standards in their respective field(s).

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

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

ARTICLE 7 - SUBCONTRACTING

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

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

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

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

ARTICLE 8 – MIWBE PARTICIPATION

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

In keeping with the CITY'S policy, the CONTRACTOR further agrees to hire minority sub-contractors to work on this project.

In accordance with the CITY'S M/WBE Ordinance #2412, as amended, the CONTRACTOR agrees to the MIWBE participation for this Contract and agrees to abide by all provisions of the *MIWBE* Ordinance and understands that failure to comply with any of the requirements will be considered a breach of contract.

The CONTRACTOR agrees to maintain all relevant records and information necessary to document compliance with Ordinance #2412, as amended, and will allow the CITY to inspect such records.

ARTICLE 9 - FEDERAL AND STATE TAX

The CITY is exempt from payment of Florida State Sales and Use Taxes. The CITY will sign an exemption certificate submitted by the CONTRACTOR. The 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 CONTRACTOR authorized to use the CITY'S Tax Exemption Number in securing such materials.

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

ARTICLE 10 - AVAILABILITY OF FUNDS

The CITY'S performance and obligation to pay under this Contract is contingent upon an annual appropriation for its purpose by the CITY OF RIVIERA BEACH CITY COUNCIL.

ARTICLE 11 - INSURANCE

A. Prior to execution of this Contract by the CITY, the 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 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 CONTRACTOR of its liability and obligations under this Contract.

B. The CONTRACTOR shall maintain during the term of this Contract, standard Professional Liability Insurance in the minimum amount of \$1,000,000.00 per occurrence.

C. The CONTRACTOR shall maintain, during the life of this Contract, commercial general liability, including contractual liability, insurance in the amount of \$500,000.00 per occurrence to protect the CONTRACTOR from claims for damages for bodily and personal injury, including wrongful death, as well as from claims of property damages which may arise from any operations under this Contract, whether such operations be by the CONTRACTOR or by anyone, directly or indirectly, employed by or contracting with the CONTRACTOR.

D. The CONTRACTOR shall maintain, during the life of this Contract, comprehensive automobile liability insurance in the minimum amount of \$500,000.00 combined single limit for bodily injury and property damages liability to protect the 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, but not limited to, leased and rented automobiles, whether such operations be by the CONTRACTOR or by anyone, directly or indirectly, employed by the CONTRACTOR.

E. The parties to this Contract shall carry Workers' Compensation Insurance and Employer's Liability Insurance for all employees as required by Florida Statutes. In the event that a party does not carry Workers' Compensation Insurance and chooses not to obtain same, then such party shall, in accordance with Section 440.05, Florida Statutes, apply for and obtain an exemption authorized by the Department of Insurance and shall provide a copy of such exemption to the CITY.

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

ARTICLE 12 - INDEMNIFICATION

The 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 CONTRACTOR, its agents, servants, or employees in the performance of services under this Contract.

The 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 CONTRACTOR not included in the paragraph above and for which the CITY, its agents, servants or employees are alleged to be liable.

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

The CONTRACTOR shall defend all actions in the name of the CITY, when applicable. However, the CITY reserves the right to select its own legal counsel to conduct any defense in any such proceeding and all costs and fees associated therewith shall be the responsibility of the CONTRACTOR.

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

ARTICLE 13 - SUCCESSORS AND ASSIGNS

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

ARTICLE 14 - VENUE

This Contract and any dispute, disagreement, or issue of construction or interpretation arising hereunder whether relating to its execution, its validity, the obligations provided therein, performance or breach shall be governed and interpreted according to laws of the State of Florida. Venue for any and all actions arising from and/or relating to the Contract will be held in Palm Beach County, Florida.

ARTICLE IS-REMEDIES

No remedy herein conferred upon any party is intended to be exclusive of any other remedy, and each and every such remedy shall be cumulative and shall be in addition to every other remedy given hereunder or now or hereafter existing at law or in equity or by statute or otherwise. No single or partial exercise by any party of any right, power, or remedy hereunder shall preclude any other or further exercise thereof.

ARTICLE 16 - CONFLICT OF INTEREST

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

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

ARTICLE 17 – DELAYS AND EXTENSION OF TIME

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

If the 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 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. No extension shall be

made for a delay occurring more than seven (7) days before a claim therefore is made in writing to the Engineer. In the case of continuing cause of delay, only one (1) claim is necessary.

If no schedule or other agreement sets forth the dates by which the drawing(s) shall be furnished, then no claims for delay shall be allowed because of failure to furnish such drawing(s), until two (2) weeks after demand for the drawings and not then unless said claim is reasonable.

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

ARTICLE 18 - INDEBTEDNESS

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

ARTICLE 19 - DISCLOSURE AND OWNERSHIP OF DOCUMENTS

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

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

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

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

ARTICLE 20 - INDEPENDENT CONTRACTOR RELATIONSHIP

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

relationship and the relationship of its employees to the CITY shall be that of an Independent Contractor and not as employees or agents of the CITY.

The 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 Contract.

ARTICLE 21 - CONTINGENT FEES

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

ARTICLE 22 - ACCESS AND AUDITS

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

ARTICLE 23 - NONDISCRIMINATION

The CONSULTANT warrants and represents that all of its employees are treated equally during employment without regard to race, color, religion, disability, sex, age, national origin, ancestry, political affiliation, marital status, handicap, or sexual orientation. Further, CONTRACTOR shall not discriminate or permit discrimination against any employee or an applicant for employment on the basis of race, color, sex, religion, political affiliation, natural origin, ancestry, marital status, sexual orientation or handicap.

ARTICLE 24 - ENFORCEMENT COSTS

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

ARTICLE 25 - AUTHORITY TO PRACTICE

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

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

ARTICLE 26 - SEVERABILITY

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

ARTICLE 27 - PUBLIC ENTITY CRIMES

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

ARTICLE 28 - MODIFICATIONS OF WORK

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

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

If the CITY elects to make the change, the CITY shall initiate a Contract Amendment and the CONTRACTOR shall not commence work on any such change until such written amendment is signed by the CONTRACTOR and approved and executed by the CITY COUNCIL FOR THE CITY OF RIVIERA BEACH or its designated representative.

ARTICLE 29 - NOTICE

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

Mr. Lal "John" Samadi
City Engineer
City of Riviera Beach
600 West Blue Heron Boulevard
Riviera Beach, Florida 33404

and if sent to the CONTRACTOR shall be mailed to:

Kurt Zeidler
President
United Electricians
4272 123rd Trial North
Royal Palm Beach, FL33411

ARTICLE 30 - ENTIRETY OF CONTRACTUAL AGREEMENT

The CITY and the CONTRACTOR agree that this Contract and any attachments hereto or other documents as referenced in the Contract sets forth the entire agreement between the parties, that there are no promises or understandings other than those stated herein, and this Contract supersedes all prior oral and written agreements between the parties hereto with respect to the subject matter hereof. None of the provisions, terms and conditions contained in this Contract may be added to, modified, superseded or otherwise altered, except by written instrument executed by the parties hereto in accordance with Article 28 - Modifications of Work.

ARTICLE 31 - INSPECTION OF WORK

The CITY'S representative or the CITY'S Engineer shall at all times have access to work wherever it is, in preparation or progress, and the CONTRACTOR shall provide proper facilities for such access and for inspection.

If the specifications, the Engineer's instructions, laws, ordinances or any public authority requires any work to be specially tested or approved, the CONTRACTOR shall give the Engineer timely notice of its readiness for inspection. Inspections by the Engineer shall be made promptly and where practicable, at the source of supply. If any work should be covered up without approval or consent of the Engineer, it must, if required by the Engineer, be uncovered for examination, at the CONTRACTOR'S expense.

ARTICLE 32- WARRANTY/GUARANTY

All materials and equipment to be furnished and for installed by the CONTRACTOR under this Contract as it relates to the installation of the City's existing standby emergency generator: City Hall Bid No. 15207, shall be guaranteed by the Manufacturer, if any, for a period of one (1) year from the date of final acceptance thereof against defective materials, design and workmanship. The CONTRACTOR shall guarantee all of its work, for a period of one year. Upon receipt of notice from the CITY of failure 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 CONTRACTOR or Manufacturer at no expense to the CITY. In the event the CONTRACTOR fails to make the necessary repairs or replacements within thirty (30) days after notification by the CITY, the CITY may accomplish the work at the expense of the CONTRACTOR.

The CONTRACTOR shall provide the CITY, with a written warranty of its work and with a copy of the manufacture's warranty as it relates to the materials and parts provided under this Contract.

ARTICLE 33 - PROTECTION OF WORK AND PROPERTY

The CONTRACTOR shall continuously maintain adequate protection of all work from damage, and shall protect such work and the CITY'S property from injury or loss arising during the term of the Contract. Except for any such damage, **injury**, or loss which may be directly due to errors caused by the CITY or employees of the CITY, the 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.

Until acceptance of the work by the CITY, the CITY'S property shall be under the charge and care of the CONTRACTOR and the CONTRACTOR shall take every necessary precaution against injury or damage to the work by the action of the elements or from any other cause whatsoever, and the 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.

ARTICLE 34 - TIME

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

ARTICLE 35 - TERMINOLOGY AND CAPTIONS

All pronouns, singular, plural, masculine, feminine or neuter, shall mean and include the person, entity, firm or corporation to which they relate as the context may require. Wherever the context may require, the singular shall mean and include the plural and the plural shall mean and include the singular. The term "Contract" as used herein, as well as the terms "herein", "hereof", "hereunder", "hereinafter" and the like mean this Contract in its entirety and all exhibits, amendments and addenda attached hereto and made a part hereof. The captions and paragraph headings are for reference and convenience only and do not enter into or become a part of the context of this Contract, nor shall such headings affect the meaning or interpretation of this Contract.

ARTICLE 36- WAIVER

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

ARTICLE 37 - PREPARATION

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

ARTICLE 38 - MATERIALITY

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

ARTICLE 39 - REPRESENTATIONS BINDING AUTHORITY

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

ARTICLE 40 - EXHIBITS

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

ARTICLE 41 - CONTRACT DOCUMENTS AND CONTROLLING PROVISIONS

This Contract consists of Instruction to Bidders, General Conditions, Special Conditions, Plans and specifications. The CONTRACTOR agrees to be bound by all the terms and conditions set forth in this Contract and Bid No. 15207. To the extent that there exists a conflict between this Contract and the Bid, the terms, conditions, covenants, and/or provisions of this Contract shall prevail. Wherever possible, the provisions of such documents shall be construed in such a manner as to avoid conflicts between provisions of the various documents.

ARTICLE 42 - LEGAL EFFECT

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

ARTICLE 43 - NOTICE OF COMPLAINTS OR SUITS

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

ARTICLE 44 - SURVIVABILITY

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

ARTICLE 45 - DEFAULT

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

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

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

ARTICLE 46 - WAIVER OF SUBROGATION

CONTRACTOR hereby waives any and all rights to Subrogation against the CITY, its officers, employees and agents for each required policy. When required by the insurer, or should a policy condition not permit an insured to enter into a pre-loss agreement to waive subrogation without an endorsement, then the CONTRACTOR shall agree to notify the insurer and request the policy be endorsed with a Waiver of Transfer of Rights of Recovery Against

Others, or its equivalent. This Waiver of Subrogation requirement shall not apply to any policy, which a condition to the policy specifically prohibits such an endorsement, or voids coverage should the CONTRACTOR enter into such an agreement on a pre-loss basis.

ARTICLE 47 - RIGHT TO REVIEW

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

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 CONTRACTOR has hereunto set its hand the day and year above written.

CITY OF RIVIERA BEACH

UNITED ELECTRICIANS, INC.

BY: Thomas A. Masters
THOMAS MASTERS,
MAYOR

BY: Kurt Zeidler 6/20/07
KURT ZEIDLER, Pres
PRESIDENT OF
UNITED ELECTRICIANS, INC.

ATTEST:

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

APPROVED AS TO TERMS AND
CONDITIONS

BY: Benjamin Guy
BENJAMIN GUY
PURCHASING DIRECTOR

APPROVED AS TO FORM AND
LEGAL SUFFICIENCY

BY: Pamalah Ryan
PAMALAH RYAN,
CITY ATTORNEY

Date: 6/13/07

RESOLUTION NO. 85-07

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF RIVIERA BEACH, PALM BEACH COUNTY, FLORIDA, APPROVING THE NEW MARINA DOCKAGE AGREEMENT WITH EXHIBITS; AUTHORIZING THE CITY MANAGER AND/OR DESIGNEES TO EXECUTE THE AGREEMENT WITH PROSPECTIVE CUSTOMERS, SAID AGREEMENT TO TAKE EFFECT ON SEPTEMBER 1, 2007; AND PROVIDING AN EFFECTIVE DATE.

WHEREAS, the Interim Marina Director has identified many problems at the City's Marina that need to be addressed by the City in order to become more fully compliant with state and federal laws and to better insulate the City from financial loss and liability exposure; and

WHEREAS, by upgrading the current agreement that the City uses for wet slip and dry storage rentals, the City will be in a better posture to protect the Marina and its customers; and

WHEREAS, many municipalities throughout the South Florida have adopted a dockage agreement similar to the proposed agreement; and

WHEREAS, adopting the new dockage agreement serves a valid public purpose and is in the best interest of the City.

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 new Marina Dockage Agreement and accompanying exhibits (Marina Rules & Regulations and application), attached hereto, are hereby approved, and the City Manager and/or his designees are authorized to take all necessary steps to implement the new agreement and execute the same with prospective customers.

SECTION 2. That the new Dockage Agreement shall take effect on September 1, 2007.

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

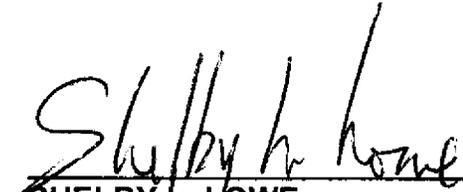
RESOLUTION NO. 85-07

PAGE: -2-

APPROVED:



THOMAS A. MASTERS
MAYOR

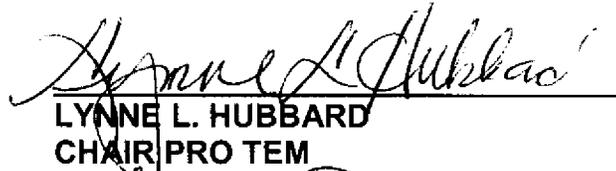


SHELBY L. LOWE
CHAIRPERSON

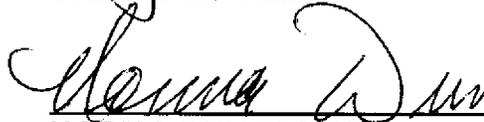
ATTEST:



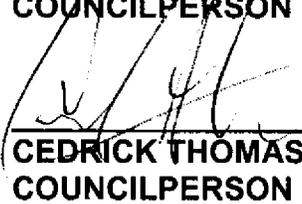
CARRIE E. WARD,
MASTER MUNICIPAL CLERK
CITY CLERK



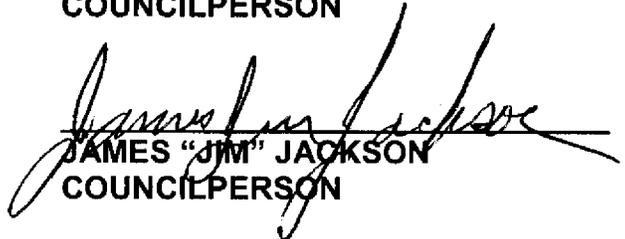
LYNNE L. HUBBARD
CHAIR PRO TEM



NORMA DUNCOMBE
COUNCILPERSON



CEDRICK THOMAS
COUNCILPERSON



JAMES "JIM" JACKSON
COUNCILPERSON

MOTIONED BY: 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, CITY ATTORNEY

DATE: 6/14/07

RESOLUTION NO. 86-07

A RESOLUTION OF THE CITY COUNCIL OF RIVIERA BEACH, PALM BEACH COUNTY, FLORIDA AMENDING THE MARINA DEPARTMENT'S 2006-2007 FISCAL YEAR BUDGET BY DELETING ONE CLASSIFIED ACCOUNTING TECHNICIAN POSITION AND ADDING THE CLASSIFIED POSITION OF ACCOUNTING SPECIALIST AND PROVIDING AN EFFECTIVE DATE.

WHEREAS, request was made by administrative staff of the Municipal Marina Department to reclassify the Accounting Technician position to Accounting Specialist; and

WHEREAS, the job title of Accounting Specialist will be more commensurate with the duties performed as they relate to the Marina operations; and

WHEREAS, this position will require that the Marina budget be amended to reflect the new position title as approved in the 2006-2007 Fiscal Budget for Marina.

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

SECTION 1. The current classified position of Accounting Technician, in the Marina Department's 2006-2007 budget be deleted as follows:

JOB CLASSIFICATION LIST	POSITION	PAY GRADE	SALARY
General	Accounting Technician	8	\$29,522 \$45,759

SECTION 2. That the 2006-2007 Marina Department's Budget be amended by adding the following classified position of Accounting Specialist as follows:

JOB CLASSIFICATION LIST	POSITION	PAY GRADE	SALARY
General	Accounting Specialist	13	\$37,750 \$58,513

RESOLUTION NO. 86-07
PAGE - 2 -

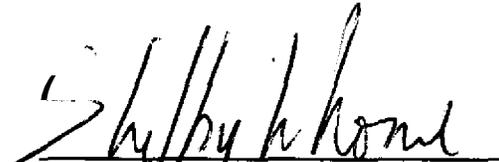
SECTION 3. This resolution shall take effect upon its passage and approval by the City Council.

PASSED AND APPROVED this 20th day of June
2007.

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APPROVED:


THOMAS A. MASTERS
MAYOR

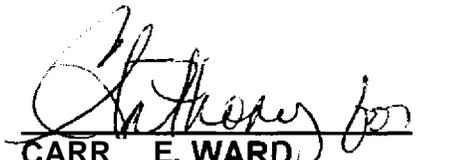

SHELBY L. LOWE
CHAIRPERSON

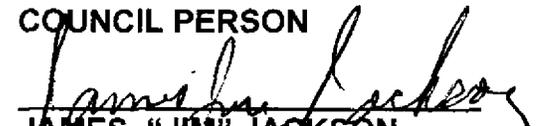
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LYNNE L. HUBBARD
CHAIR PRO TEM

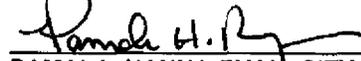

CEDRICK A. THOMAS
COUNCIL PERSON


NORMA DUNCOMBE
COUNCIL PERSON


CARR E. WARD
MASTER MUNICIPAL CLERK
CITY CLERK


JAMES "JIM" JACKSON
COUNCIL PERSON

REVIEWED AS TO LEGAL SUFFICIENCY


PAMALA HANNA RYAN CITY ATTORNEY

Date 6/13/07

RESOLUTION NO. 86-07
PAGE 4

MOTIONED BY: J. Jackson

SECONDED BY: L. Hubbard

S. LOWE aye -

L.HUBBARD aye -

C. THOMAS aye -

N. DUNCOMBE nay

J. JACKSON aye

RESOLUTION NO. 87-07

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF RIVIERA BEACH, PALM BEACH COUNTY, FLORIDA, AWARDING A CONTRACT AND AUTHORIZING THE MAYOR AND CITY CLERK TO EXECUTE THE CONTRACT WITH PSD SOFTWARE, LLC OF MARIETTA, GEORGIA, FOR INFORMATION TECHNOLOGY MASTER PLAN DEVELOPMENT AND SOFTWARE IMPLEMENTATIONS IN THE AMOUNT OF \$253,270; AUTHORIZING THE CITY MANAGER TO MAKE AND INITIATE CHANGE ORDERS UP TO TEN PERCENT (10%) AND AUTHORIZING THE INTERIM FINANCE DIRECTOR TO APPROPRIATE GENERAL FUND FUND BALANCE IN THE AMOUNT OF \$253,270 AND SET UP BUDGET IN THE INFORMATION SERVICES DIVISION IN THE AMOUNT OF \$253,270; AND PROVIDING AN EFFECTIVE DATE.

WHEREAS, the City Council directed staff to address the improvement in the City's technological capabilities as a top priority for the City of Riviera Beach; and

WHEREAS, PSD Software LLC has completed an assessment of the City's current organizational structure, technology infrastructure and short and long term technology needs; and

WHEREAS, PSD Software LLC responded to RFP NO. 148-06 and was determined to be the most responsive vendor; and

WHEREAS, the City of Riviera Beach is in need of a master technology plan, master geographic information systems plan and proprietary software of PSD Software LLC, which addresses specific needs within the City.

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

SECTION 1. The City Council hereby accepts the contract with PSD Software LLC in the amount of \$253,270 for consulting services and the implementation of software systems, and authorizes the Mayor and City Clerk to execute said contract.

SECTION 2. The Mayor and Interim Finance Director are authorized to make payment from the appropriate account.

SECTION 3. The Interim Finance Director is authorized to appropriate General Fund Fund Balance in the amount of \$253,270 and set up budget in the Information Services Division in the amount of \$253,270.

SECTION 4. The City Council authorizes the City Manager to approve change orders up to 10% within the \$253,270 allocated.

RESOLUTION NO. 87-07

-2-

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

PASSED and APPROVED this 20th day of June, 2007.

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

NOR A DUNCOMBE
COUNCILPERSON

Cedrick A. Thomas
CEDRICK A. THOMAS
COUNCILPERSON

James "Jim" Jackson
JAMES "JIM" JACKSON
COUNCILPERSON

MOTIONED BY: L. Hubbard

SECONDED BY: N. Duncombe

S. LOWE aye

L. HUBBARD aye

C. THOMAS aye

N. DUNCOMBE aye

J. JACKSON aye

PDW:dpm.052307

REVIEWED AS TO LEGAL SUFFICIENCY

Pamela H. Ryan
PAMALA HANNA RYAN, CITY ATTORNEY

DATE: 5/24/07

CITY OF RIVIERA BEACH
CONTRACT FOR CONSULTING/PROFESSIONAL SERVICES

This Contract is made as of this 2nd day of May, 2007, by and between the City of Riviera Beach, Palm Beach County, Florida a Political Subdivision of the State of Florida, by and through its City Council, hereinafter referred to as the CITY, and PSD Software, LLC, a State of Georgia limited liability company, hereinafter referred to as the CONSULTANT, whose Federal LD. is 5824SS 836 .

In consideration of the mutual promises contained herein, the sufficiency of which is hereby acknowledged by the parties, the CITY and the CONSULTANT agree as follows:

ARTICLE 1 - SERVICES.

The CONSULTANT'S responsibility under this Contract is to provide professional/consultation services in the area of Information Systems Master Plan Development and Technology Implementation, as more specifically set forth in Exhibit "A", attached hereto and made part hereof Exhibit "A" consists of City's RFP #148-60; CONSULTANT's response to RFP #148-60; and, CONSULTANT's pricing for Projects under this Contract

The CITY'S representative/liaison during the performance of this Contract shall be Paul D. White, telephone number 516-845-4010.

ARTICLE 2 - PROJECT AUTHORIZATIONS.

Except for the first project involving the short term matrix tasks as stated below in Article 6 and the payment for continuing maintenance services for each Project, the CONSULTANT will be engaged by the CITY to provide professional consulting services on one (1) or more projects (with respect to each engagement "the Project"), with the specifics of each engagement to be set forth in an executed PROJECT AUTHORIZATION. The terms and conditions of this Contract shall govern all such PROJECT AUTHORIZATIONS unless specifically stated and agreed to by the parties in the PROJECT AUTHORIZATION. Each PROJECT AUTHORIZATION shall be proposed by the CONSULTANT and by mutual written agreement of the parties, set forth, among other things, the following:

- a. The scope of services;
- b. The deliverables;
- c. The time and schedule of performance and term;
- d. The amount of compensation; and,
- e. Any modifications to this Contract, if mutually agreed upon by the parties.

ARTICLE 3 - SCOPE OF SERVICES AND ADDITIONAL SERVICES.

The undertaking of the CONSULTANT to perform professional services under this Contract extends only to the services set forth in this Contract and each PROJECT AUTHORIZATION (the "Services"). However, if requested by the CITY and agreed to by the CONSULTANT, the CONSULTANT will perform additional services ("Additional Services") and such Additional Services shall also be governed by these provisions. Unless otherwise agreed to in writing, the CITY shall pay the CONSULTANT for the performance of all Services, including Additional Services, in accordance with the terms and conditions of this Contract.

ARTICLE 4 - CONSULTANT'S RESPONSIBILITIES.

In addition to other responsibilities described in this Contract or imposed by law, the CONSULTANT shall have the following responsibilities:

- A. The CONSULTANT shall perform the professional services in each PROJECT AUTHORIZATION to that degree of care and skill ordinarily exercised, under similar circumstances, by reputable members of its profession practicing in the same or similar locality at the time the services are provided.
- B. Any amendment, extension or modification to this Contract or any PROJECT AUTHORIZATION must be coordinated and approved by the CITY in writing prior to execution and commencing any work under said amendment, extension or modification.
- C. Coordination with the CITY will be required prior to CONSULTANT selecting or contracting with a sub-consultant or sub-contractor.
- D. CONSULTANT shall perform all services as expeditiously as is consistent with professional skill and care and the orderly progress of the Project. The CONSULTANT shall submit for the CITY's approval a schedule for the performance of the CONSULTANT's services with each PROJECT AUTHORIZATION. The schedule shall include allowances for periods of time required for the CITY's review, for the performance of the CITY's consultants, and for approval of submissions by authorities having jurisdiction over the Project.
- E. After receipt of a fully executed copy of a PROJECT AUTHORIZATION, the schedule shall be extended as necessary in writing by the parties for periods of suspension or delay resulting from circumstances beyond the CONSULTANT's control. The CONSULTANT shall not be entitled to an increase in the agreed to Project Authorization sum or payment or compensation of any kind from the CITY for direct, indirect, consequential, impact or other costs, expenses or damages, including but not limited to costs of acceleration or inefficiency, arising because of periods of suspension or delay, disruption, interference or hindrance

from any circumstances beyond the CONSULTANTs control. Provided, however, that this provision shall not preclude recovery or damages by the CONSULTANT for hindrances or delays due solely to **fraud**, bad faith or active interference on the part of the CITY or its agents. Otherwise, the CONSULTANT shall be entitled only to extensions of the schedule or time in each Project Authorization or other work as the sole an exclusive remedy for such resulting delay or suspension, in accordance with and to the extent specifically **provided** above.

- G. CONSULTANT shall designate for each PROJECT AUTHORIZATION a representative to act on CONSULTANT's behalf with respect to the Project. Such person shall have authority to **transmit** instructions, receive information, intetpret and define the CONSULTANT's policies with respect to the Project.
- H. The CONSULTANT shall maintain the confidentiality of information specifically designated as confidential by the CITY, unless withholding such information would violate the law, including, but not limited to, Florida's Public Records law, Chapter 119, Florida Statutes.
- I. CONSULTANT shall review laws, codes, and regulations applicable to the CONSULTANT's services. CONSULTANT shall provide its Services in accordance with any requirements imposed by governmental authorities having jurisdiction over the Project, including but not limited to, with the requirements of law and **all** applicable **rules**, regulations and codes including, but not limited to, City of Riviera Beach Code of **Ordinances**, Palm Beach County's Code of Ordinances, or other local, state or federal regulations for the Project.
- J. CONSULTANT **shall be** entitled to rely on the accuracy and completeness of services and information furnished by the CITY. However, CONSULTANT *shall* provide prompt written notice to the CITY **if** CONSULTANT becomes aware of any errors, omissions or inconsistencies in such services or information.
- K. If, after a Project **has** begun, **an** error or omission by the CONSULTANT is discovered and the Project can still be provided within the planned schedule without cost to the CITY, then the CONSULTANT will correct such error or omission in accordance with said schedule.

ARTICLE 5 - CITY'S RESPONSMLITIES. In addition to other responsibilities described in this Contract or imposed by law, the CITY **shall** have the following responsibilities:

- A. Designate in writing in each PROJECT AUTHORIZATION a person to act as the CITY's representative with respect to the services to be rendered under this Contract. Such person shall have authority to transmit instructions, receive infonnation, interpret and define the CITY's policies with respect to the CONSULTANT's services for the Project. Unless otherwise specified, the CITY's representative shall be as stated above in this Contract.

- B. Provide all available criteria and full information as to the CITY's requirements for the **Project**, including objectives and constraints, space, capacity and performance requirements and expectations, flexibility and expandability, and any budgetary limitations; and furnish copies of all available design and construction standards which the CITY will require to be used or included in the drawings and specifications. However, if such information is not provided, CONSULTANT shall immediately notify the CITY in writing of the information needed from the CITY for a project. Furthermore, it shall be CONSULTANT's sole responsibility to **ensure** that each Project is accomplished in accordance with all local, state and federal rules, ordinances, regulations and laws as they may be applicable to each Project.
- C. Assist the CONSULTANT by placing at its disposal all available information pertinent to the Project including previous reports and any other data relative to studies, design, or construction or operation of the Project.
- D. Give prompt written notice to the CONSULTANT whenever the CITY observes or otherwise becomes aware of any development that affects the scope or timing of CONSULTANT's services, or any defect or nonconformance in any aspect of the Project.

ARTICLE 6 - SCHEDULE

The CONSULTANT shall commence services by May 21, 2007. The first Project (which shall be accomplished without a PROJECT AUTHORIZATION) shall be the all those tasks listed in the RFP which must be completed within twelve (12) months of the execution of this Contract or by June 2008, whichever is later, and will generally be consistent with the schedule outlined in Exhibit "B", attached hereto and incorporated herein. (Note that some interfaces may or may not be completed on this date for reasons beyond the control of PSD. PSD will make its best efforts to assist the City in negotiation with other software vendors to facilitate this process.) Reports and other items for this first Project shall be delivered or completed in accordance with the detailed schedule set forth in Exhibit "B". All subsequent Projects shall be issued pursuant to a PROJECT AUTHORIZATION as stated in this Contract.

ARTICLE 7 - PAYMENTS TO CONSULTANT

- A. Generally - The CITY agrees to compensate the CONSULTANT for the first Project stated in Article 6 above and for continuing maintenance services in accordance with the fee proposal set forth in Exhibit "A". Compensation to the CONSULTANT for subsequent Projects shall be as stated in each PROJECT AUTHORIZATION. The total and cumulative amount of this Contract shall not exceed the amount of funds annually budgeted for these services. Reimbursable expenses for the first Project, as identified in Exhibit "B", incurred during the

course of the performance of the ~~first~~ Project including, but not limited to, out-of-pocket expenses for express mail, computerized ~~research~~, word processing charges, long distance telephone, postage and photocopying shall be itemized and invoiced separately. Travel costs are included in the RFP response. The City will reimburse travel expenses for airfare at the coach rate; midsize car rental and hotel and food expenses. Reimbursable expenses for ~~all~~ subsequent Projects shall be itemized and invoiced ~~pursuant~~ to the applicable PROJECT AUTHORIZATION.

- B. Invoices received from the CONSULTANT ~~pursuant~~ to this Contract will be reviewed and approved by the CITY'S representative, indicating ~~that~~ services have been rendered in conformity with the Contract and then will be sent to the Finance Department for payment. Invoices will normally be paid within thirty (30) days following the CITY representative's approval.
- C. All requests for payment of expenses eligible for reimbursement under the ~~terms~~ of this Contract shall include copies of receipts, invoices, or other documentation acceptable to the Finance Department. Such documentation shall be sufficient to establish ~~that~~ the expense was actually incurred and necessary in the performance of the scope of work described in this Contract. Long distance telephone calls shall identify the person(s) called, purpose of call, time, and costs. Mileage charges shall identify the ~~destination~~, number of miles, rate, and purpose of travel. Duplication charges shall describe the documents, purpose of duplicating, and rate charged. Any ~~travel~~, per diem, mileage, meals or lodging expenses, which may be reimbursable under the terms of this Contract, will be paid in accordance with the rates and conditions set forth in Section ~~112.061~~, Florida Statutes.
- D. Final Invoice: In order for both parties herein to close their books and records, the CONSULTANT will clearly state "final invoice" on the CONSULTANT'S final ~~last~~ ~~billing~~ to the CITY. This certifies that all services have been properly performed and all charges and costs have been invoiced to the CITY of Riviera Beach. Since this account will thereupon be closed, any and other further charges, ~~if~~ not properly included in this final ~~invoice~~, are waived by the CONSULTANT and the CITY shall have no obligations for any other costs or expenses thereafter.

ARTICLE 8 - TRUTH-IN NEGOTIATION CERTIFICATE

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

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

ARTICLE 9 - TERMINATION

This Contract may be canceled by the CONSULTANT upon thirty (30) days prior written notice to the CITY'S representative in the event of **substantial** failure by the CITY to perform in accordance with the terms of this Contract through no fault of the CONSULTANT; provided the CITY fails to cure **same** within that thirty (30) day period. It may also be **terminated**, in whole or in part, by the CITY, with or without cause, immediately upon written notice to the CONSULTANT. Unless the CONSULTANT is in **breach** of this **Contract**, the CONSULTANT shall be paid for services rendered to the CITY'S satisfaction through the date of termination. After receipt of a Termination Notice and except as otherwise directed by the CITY the CONSULTANT shall:

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

ARTICLE 10 - PERSONNEL

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

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

Any changes or substitutions in the CONSULTANT'S key personnel, as maybe listed in Exhibit "A", must be made known to the CITY'S representative and written approval **must** be granted by the CITY'S representative before said changes or substitution can become effective.

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

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

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

ARTICLE 11 - SUBCONTRACTING

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

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

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

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

ARTICLE 12 - MIWBE PARTICIPATION

PSD has already established project team listed in the RFP response comprised of minorities which meets or exceeds the City's M/WBE goal of 15%.

ARTICLE 13 - FEDERAL AND STATE TAX

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

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

ARTICLE 14 - AVAILABILITY OF FUNDS

The CITY'S performance and obligation to pay under this Contract is contingent upon an annual appropriation for its purpose by the CITY OF RIVIERA BEACH CITY COUNCIL.

ARTICLE 15 - INSURANCE

- A. Prior to execution of this Contract by the CITY, the CONSULTANT shall provide certificates evidencing insurance coverage as required hereunder. All insurance policies shall be issued by companies authorized to do business under the laws of the State of Florida. The Certificates shall clearly indicate that the CONSULTANT has ~~obtained~~ insurance of the type, amount, and classification as required for strict compliance with the ARTICLE and that no material change or cancellation of the insurance shall be effective without thirty (30) days prior written notice to the CITY'S representative. Compliance with the foregoing requirements shall not relieve the CONSULTANT of its liability and obligations under this Contract.
- B. The CONSULTANT shall maintain during the term of this Contract standard Professional Liability Insurance in the minimum amount of \$1,000,000 per occurrence.
- C. The CONSULTANT shall maintain, during the life of this Contract, commercial general liability, including ~~contractual~~ liability insurance in the amount of \$500,000.00 per occurrence to ~~protect~~ the CONSULTANT from claims for damages for bodily and personal injury, including wrongful death, as well as from claims of property damages which may arise from any operations under this Contract, ~~whether~~ such operations be by the CONSULTANT or by anyone ~~directly~~ or indirectly employed by or contracting with the CONSULTANT.
- D. The CONSULTANT shall ~~maintain~~, during the life of this Contract, comprehensive automobile liability insurance in the minimum amount of \$500,000.00 combined single limit for bodily injury and property damages liability to protect the CONSULTANT from claims for damages for bodily and personal injury, including ~~death~~, as well as from claims for property damage, which may arise from the ~~ownership~~, use, or maintenance of owned and non-owned automobiles, including, but not limited to, leased and rented automobiles whether such operations be by the CONSULTANT or by anyone, directly or ~~indirectly~~, employed by the CONSULTANT.
- E. The parties to this Contract shall carry Workers' Compensation Insurance and Employer's Liability Insurance for all employees as ~~required~~ by Florida Statutes.

In the event that a party does not carry Workers' Compensation Insurance and chooses not to obtain same, then such party shall in accordance with Section 440.05, Florida Statutes, apply for and obtain an exemption authorized by the Department of Insurance and shall provide a copy of such exemption to the CITY.

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

ARTICLE 16 - INDEMNIFICATION

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

The CONSULTANT further agrees to indemnify, save harmless and defend the CITY, its agents, servants and employees from and against any claim, demand or cause of action of whatsoever kind or nature arising out of any conduct or misconduct of the CONSULTANT its agents, servants, or employees 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.

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

ARTICLE 17 - SUCCESSORS AND ASSIGNS

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

ARTICLE 18 - VENUE

This Contract and any dispute, disagreement, or issue of construction or interpretation arising hereunder whether relating to its ~~execution~~, its validity, the obligations provided therein, performance or breach shall be governed and interpreted according to laws of the State of Florida. Venue for any and all legal action necessary to enforce the Contract will be held in Palm Beach County without regard to conflicts of law provisions.

ARTICLE 19 - REMEDIES

No remedy herein conferred upon any party is intended to be exclusive of any other remedy, and each and every such remedy shall be cumulative and shall be in addition to every other remedy given hereunder or now or hereafter existing at law or in equity or by statute or otherwise. No single or partial exercise by any party of any right, power, or remedy hereunder shall preclude any other or further exercise thereof.

ARTICLE 20 - CONFLICT OF INTEREST

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

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

ARTICLE 21 - DELAYS AND EXTENSION OF TIME

The CONSULTANT shall not be considered in default by reason of any failure in performance if such failure arises out of causes reasonably beyond the control of the CONSULTANT or its subcontractors and without their fault or negligence. Such causes

include, but **are** not limited to: acts of God; **natural** or public health emergencies; labor disputes; freight embargoes; and abnormally severe and unusual weather conditions.

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

If the CONSULTANT 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 consultant 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 CONSULTANT'S control, or by delay authorized by the CITY pending negotiation or by any cause which the CITY **shall** decide justifies the delay, **then** the time of completion **shall** be extended for any reasonable time the CITY may decide. No extension **shall** be made for delay **occurring** more than seven (7) days before claim therefore is made in **writing** to the CITY. In the case of continuing cause of delay, only one (1) claim is necessary.

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

ARTICLE 22 - INDEBTEDNESS

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

ARTICLE 23 - DISCLOSURE AND OWNERSHIP OF DOCUMENTS

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

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

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

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

ARTICLE 24 - INDEPENDENT CONTRACTOR RELATIONSHIP

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

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

ARTICLE 25 - CONTINGENT FEES

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

ARTICLE 26 - ACCESS AND AUDITS

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

ARTICLE 27 - NONDISCRIMINATION

The CONSULTANT warrants and represents that all of its employees are treated equally during employment without regard to race, color, religion, disability, sex, age, national origin, ancestry, political affiliation, marital status, handicap, or sexual orientation. Further, CONSULTANT shall not discriminate or permit discrimination against any

employee or an applicant for employment on the basis of race, color, sex, religion, political affiliation, natural origin, ancestry, marital status, sexual orientation or handicap.

ARTICLE 28 - ENFORCEMENT COSTS

If any legal action or other proceeding, including but not limited to arbitration and/or mediation, is brought for any dispute, disagreement, or issue of construction, declaration or interpretation arising hereunder whether relating to the Contract's execution, validity, the obligations provided therein, or performance of this Contract, or because of an alleged breach, default or misrepresentation in connection with any provisions of this Contract, the successful or prevailing party or parties shall be entitled to recover reasonable attorney's fees, court costs and all expenses (including taxes) even if not taxable as court costs (including, without limitation, all such fees, costs and expenses incident to appeals), incurred in that action or proceeding, in addition to any other relief to which such party or parties may be entitled.

ARTICLE 29 - AUTHORITY TO PRACTICE

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

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

ARTICLE 30 - SEVERABILITY

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

ARTICLE 31 - PUBLIC ENTITY CRIMES

As provided in F.S. 287.132-133 by entering into this Contract or performing any work in furtherance hereof, the CONSULTANT 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 thirty-six (36) months immediately preceding the date hereof. This notice is required by F.S. 287.133(3)(a).

ARTICLE 32 - MODIFICATIONS OF WORK

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

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

If the CITY elects to make the change, the CITY shall initiate a Contract Amendment and the CONSULTANT shall not commence work on any such change until such written amendment is signed by the CONSULTANT and approved and executed by the CITY COUNCIL FOR THE CITY OF RIVIERA BEACH or its designated representative.

ARTICLE 33 - NOTICE

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

Paul D. White, Assistant City Manager
City Manager's Office
600 West Blue Heron Blvd.
Riviera Beach, Fl. 33418

and if sent to the CONSULTANT shall be mailed to:

Marc Kanaoun
PSD Software, LLC
3605 Sandy Plains Rd. Suite 240-225
Marietta Ga. 30066

ARTICLE 34 - ENTIRETY OF CONTRACTUAL AGREEMENT

The CITY and the CONSULTANT agree that this Contract and any attachments hereto or other documents as referenced in the Contract sets forth the entire agreement between the parties, and that there are no promises or understandings other than those stated herein. None of the provisions, terms and conditions contained in this Contract may be added to, modified, superseded or otherwise altered, except by written instrument executed by the parties hereto in accordance with Article 28- Modifications of Work.

ARTICLE 35 - PROTECTION OF WORK AND PROPERTY

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

Until acceptance of the work: by the CITY, the CITY'S property shall be under the charge and care of the CONSULTANT and the CONSULTANT 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 CONSULTANT shall repair, restore and make good, without additional cost or expense to the CITY the work: occasioned by any of the above causes before its completion and acceptance.

ARTICLE 36 - TIME

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

ARTICLE 37 - TERMINOLOGY AND CAPTIONS

All pronouns, singular, plural, masculine, feminine or neuter, shall mean and include the person, entity, firm or corporation to which they relate as the context may require. Wherever the context may require, the singular shall mean and include the plural and the plural shall mean and include the singular. The term "Contract" as used herein, as well as the terms "herein", "hereof", "hereunder", "hereinafter" and the like mean this Contract in its entirety and all exhibits, amendments and addenda attached hereto and made a part hereof. The captions and ~~paragraph~~ headings are for reference and convenience only and do not enter into or become a part of the context of this Contract, nor shall such headings affect the meaning or interpretation of this Contract.

ARTICLE 38 - WAIVER

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

ARTICLE 39-PREPARATION

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

ARTICLE 40 - MATERIALITY

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

ARTICLE 41 - REPRESENTATIONS BINDING AUTHORITY

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

ARTICLE 42 - EXHIBITS

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

ARTICLE 43 - CONTRACT DOCUMENTS AND CONTROLLING PROVISIONS

This Contract consists of this document as well as CITY's RFP #148-06 and the CONSULTANT's response thereto. The CONSULTANT agrees to be bound by all the terms and conditions set forth in this Contract, RFP #148-60 and CONSULTANT's response thereto. To the extent that there exists a conflict between this Contract, RFP #148-06 and the CONSULTANT's response, the terms, conditions, covenants, and/or provisions of this Contract shall prevail with RFP #148-60 taking precedence over the CONSULTANT's response. Wherever possible, the provisions of such documents shall be construed in such a manner as to avoid conflicts between provisions of the various documents.

ARTICLE 44 - LEGAL EFFECT

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

ARTICLE 45 - NOTICE OF COMPLAINTS OR SUITS

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

ARTICLE 46 - SURVIVABILITY

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

ARTICLE 47 - DEFAULT

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

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

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

ARTICLE 48 - WAIVER OF SUBROGATION

The CONSULTANT hereby **waives** any and all rights to Subrogation against the CITY, its officers, employees and agents for each required policy. When required by the insurer, or should a policy condition not permit an **insured** to enter into a pre-loss **agreement** to waive subrogation without an endorsement, then the CONSULTANT shall agree to notify the insurer and request the policy be endorsed with a Waiver of Transfer

of Rights of "Recovery Against Others, or its equivalent. This Waiver of Subrogation requirement shall not apply to any policy, which a condition to the policy specifically prohibits such an endorsement, or voids coverage should the CONSULTANT enter into such an agreement on a pre-loss basis.

ARTICLE 49 - RIGHT TO REVIEW

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

ARTICLE 50 - PATENTS & COPYRIGHT:

CONSULTANT warrants that the software and all related components furnished hereunder (the "System") shall be delivered free of any rightful claim of any third party for infringement of any United States patent or copyright. If CITY notifies CONSULTANT of the receipt of any claim that the System infringes a United States patent or copyright CONSULTANT at its own expense shall defend, or may settle (after consulting with CITY), any suit or proceeding against CITY so far as based on a claimed infringement which breaches this warranty. If, in any such suit arising from such claim, the continued use of the System for the purpose intended is enjoined by any court of competent jurisdiction, CONSULTANT shall, at its expense and option, either: (1) procure for CITY the right to continue using the System, or (2) modify the System so that it becomes non-infringing, or (3) replace the System or portions thereof so that it becomes non-infringing, or (4) remove the System and refund the purchase price (less reasonable depreciation for use).

ARTICLE 51- WARRANTY

CONSULTANT warrants for a period of twelve (12) months from the completion of services on a Project as defined in this Contract (hereinafter referred to as the "Warranty Period" for warranty purpose only), that the software, hardware, installation services and other services furnished by CONSULTANT under this Contract for the System shall be free from defects in material and workmanship and shall conform to the Contract. This warranty includes, but is not limited to, the licensed software furnished by CONSULTANT under this Contract which shall be capable of successfully operating on designated equipment in accordance with this Contract and all related PROJECT AUTHORIZATIONS. Any and all claims for breach of this warranty are conclusively deemed waived unless made within the Warranty Period.

During the Warranty Period if CONSULTANT is notified by CITY of a failure of any part or portion of the System, CONSULTANT's obligation to repair and correct said failure will be at CONSULTANT's option to: (1) repair any defective component of the

System, or (2) furnish any necessary repaired or replacement parts, or (3) redo the faulty installation services or other services. Any such failure, or the repair or replacement of the defective component or the redoing of any installation services or other services, shall not extend the **Warranty Period** for the period of time necessary to repair and/or replace the defective component of the System or parts or redo the faulty installation services or other services. Where a failure cannot be corrected by CONSULTANT's reasonable efforts, the parties will negotiate an equitable adjustment in price. CONSULTANT will be responsible for all charges incurred during the Warranty Period for its repair, replacement and services and all warranty labor and warranty parts shall be performed or provided at Seller's expense.

CONSULTANT also warrants that the software licensed to CITY pursuant to the Software License Agreement attached hereto as Exhibit "C" and incorporated herein, at the time of the completion of its services under a Project will be the most recent released version of the licensed software.

ARTICLE 52 - SOURCE CODE AND AGREEMENT TO ESCROW

As soon as the CONSULTANT and/or the CITY has knowledge of the CONSULTANT considering or engaging in one or more of the following events ("Escrow Event"), the knowledgeable party shall immediately notify the other party in writing and via facsimile. Thereafter, the parties shall meet within two (2) days to enter an Escrow Agreement with a third party Escrow Agent for the safe keeping of the software source code used and involved in all services provided by the CONSULTANT under this Contract. An Escrow Event shall be one or more of the following:

- A. The CONSULTANT filing for bankruptcy;
- B. The CONSULTANT breaching this Contract;
- C. The CONSULTANT failing to provide maintenance as agreed to herein;
- D. The CONSULTANT merging or being acquired by a new licensing entity; or,
- E. Any other act or event involving the CONSULTANT which places the CITY's future use of the System at risk.

The parties shall enter the Escrow Agreement as soon as possible after meeting. Neither party shall unreasonably withhold its consent to entering the Escrow Agreement so long as the terms and conditions of the Escrow Agreement are within general industry standards. The City shall have the sole and exclusive right to select the Escrow Agent.

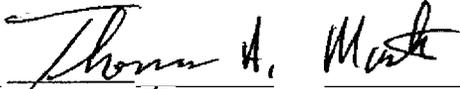
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CONTRACT WITH THE CITY OF RIVIERA BEACH

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

CITY OF RIVIERA BEACH

PSD SOFTWARE LLC

BY: 
THOMAS A. MASTERS
MAYOR

BY: 
MARC KALLAOUN
OWNER

ATTEST:

BY: 
CARRIE E. WARD, MMC,
CITY CLERK

APPROVED AS TO FORM AND
LEGAL SUFFICIENCY

APPROVED AS TO TERMS AND
CONDITIONS

BY:  FOR
PAMALA H. RYAN,
CITY ATTORNEY

BY: 
DEPARTMENT DIRECTOR
PAUL D. WHITE
ASSISTANT CITY MANAGER

DATE: 4-30-2007

EXHIBIT "A"

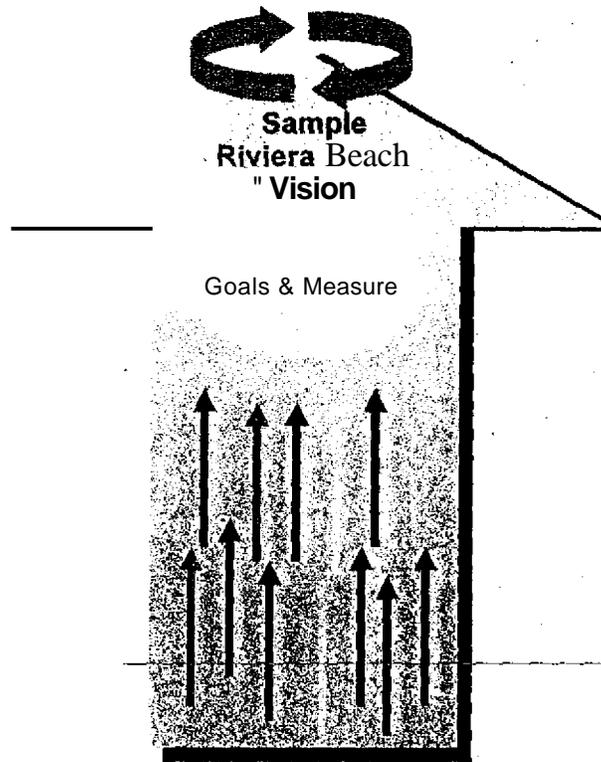
TECHNOLOGY ASSESSMENT

RFP#148-60

PSD SOFTWARE LLC'S RESPONSE TO RFP

PROPOSAL

INFORMATION TECHNOLOGY MASTER PLAN DEVELOPMENT AND IMPLEMENTATION



Submitted to
City Of Riviera Beach
February 26 2007

Submitted by
PSD Software, LLC.
In" Association with
;SIGMA, Inc.

February 23, 2007

RFP #148-07 INFORMATION TECHNOLOGY MASTER PLAN
DEVELOPMENT AND" IMPLEMENTATION

Firm Name: PSD SOFTWARE. ILC.
Address: 3605 Sandy Plains Rd., Suite 240-225
Marietta, GA 30066

Primary Contact Infonnation:

Name: Marc Kallaoun
Title: Owner/Manager
Telephone: 770-335-1668
" Fax Number: 404-806-4454
Email: marck@epsdi.com



Signature of Authorized Representative

NOTICE

ADDENDUM NO. ONE (1)

February 5, 2007

CITY OF RIVIERA BEACH
RFP NO. 148-06
INFORMATION TECHNOLOGY MASTER PLAN DEVELOPMENT AND
IMPLEMENTATIONS

TO ALL PROPOSERS ON THE ABOVE PROJECT: PLEASE NOTE CONTENTS HEREIN AND AFFIX (PASTE OR STAPLE) TO RFP DOCUMENTS YOU HAVE ON HAND.

The following statements supersede and ~~supplant~~ corresponding items in the above subject RFP as follows:

GENERAL CONDITIONS:

RFPFORM:

CHANGE: RFP OPENING DATE FROM FEBRUARY 20, 2007 3:00 PM TO FEBRUARY 28, 2007 3:00 PM.

SPECIFICATION:

PLANSHEETS:

NOTICE

~~It will be required that Addendum No. 1 be signed in acknowledgment of receipt and that it be attached to~~ the proposal when same is submitted at 3:00 p.m., Wednesday, February 28, 2007 at the office of the City Clerk, 600 W. Blue Heron Boulevard, Suite 140, Riviera Beach, Florida, 333404. For information on this solicitation, please contact:

Purchasing Department
2391 Avenue "L"
Riviera Beach, FL 33404
(561) 845-4180 office (561)842-5105 - fax

PSD Software, LLC.
NAME OF COMPANY

Marc T. Kallan
PROPOSER SIGNATURE

DATE: 2/23/2007

Table of Contents

RESPONSE TO SECTION 1.4 - TECHNICAL PROPOSAL	1.4.1
UNDERSTANDING THE REQUIREMENTS OF THE CITY OF RIVIERA BEACH	1.4.1
METHODOLOGY AND TECHNICAL PLAN OF OPERATIONS	104.1
PROJECT METHODOLOGY	1.4.2
PROJECT TIMELINE AND DURATION	1.404
METHOD OF TRAINING AND SUPPORT	104.5
PROPOSED GROUP TRAINING CLASSES	104.5
PROPOSED INDIVIDUAL CLASSES	104.5
SUPPORT	1.4.6
TEAM ORGANIZATION CHART	1.4.7
KEY PROJECT STAFF BACKGROUND INFORMATION AND RESUME	104.8
FLORIDA STERLING CRITERIA BACKGROUND FOR CATEGORY 4	1.4.8
QUALITY CONTROL/QUALITY ASSURANCE PROCEDURES	1.4.14
LOCATION AND SUPPORT RESPONSE TIME	1.4.14
DEVELOPMENT TEAM SOFTWARE EXPERIENCE	1.4.14
UNDERSTANDING OF TASK SEQUENCING AND MAJOR MILESTONE EVENTS	104.14
RESPONSE TO SECTION 1.5 - WORKLOAD	1.5.1
COMPANY WORKLOAD	1.5.1
RESPONSE TO SECTION 1.6 - PAST PERFORMANCE	1.6.1
COMPARABLE PROJECTS IN CITIES OR UTILITIES OPERATIONS	1.6.1
PAST WORK EXPERIENCE WITH THE CITY OF RIVIERA BEACH	1.6.1
RESPONSE TO SECTION 1.7 - APPLICATION SOFTWARE	1.7.1
PSD'S ENTERPRISE SOLUTION OVERVIEW	1.7.1
FLORIDA STERLING - CATEGORY 4 MAIN FOCUS AREA	1.7.1
OPERATING SYSTEM	1.7.3
SECURITY AND DATA INTEGRITY	1.7.3
CITIZEN COMPLAINT	1.704
SERVICE REQUEST	1.7.4
WORK MANAGEMENT	1.7.5
INFRASTRUCTURE MANAGEMENT	1.7.6
PREVENTATIVE MAINTENANCE & SCHEDULING	1.7.7
INSPECTION MANAGEMENT	1.7.8
MATERIALS MANAGEMENT & INVENTORY CONTROL	1.7.9
PROJECTS	1.7.10
PARKS, TREES AND SHRUBS INVENTORY	1.7.11
VEHICLE MAINTENANCE	1.7.12
APPLICATION DOCUMENTATION	1.7.13
TRAINING	1.7.13
PROPOSED GROUPS TRAINING CLASSES	1.7.13
PROPOSED INDIVIDUAL CLASSES	1.7.13
SOFTWARE MAINTENANCE AND SUPPORT	1.7.14
DEGREE OF INTEGRATION AND CAPABILITIES WITH EXISTING INFRASTRUCTURE	1.7.15
MESH NETWORK SUPPORT	1.7.16

Table of Contents

RESPONSE TO SECTION 1.8 – REFERNECES	1.8.1
RESPONSE TO SECTION 1.9 - COST PROPOSAL	1.9.1
RESPONSE TO SECTION 1.10 - REQUIRED FORMS	1.10.1
FLORIDA STERLING ASSESSMENT SAMPLE	1.11.1
PROPOSED SOLUTION SCREEN SHOT AND TRAINING SLIDES - SAMPLE	1.12.1

A. UNDERSTANDING OF REQUIREMENTS OF THE CITY OF RIVIERA BEACH

Having previously completed the technical assessment for the city of Riviera Beach, we would be pleased to re-submit this qualification.

B. METHODOLOGY AND TECHNICAL PLAN OF OPERATIONS.

PSD team will approach this project as we do all projects: focusing on the needs and objectives of the client. Understanding your needs, dictated the [onnation of this team and the selection of iSIGMA. How we will separate responsibilities is presented in Figure 1. The City of Riviera Beach is shown at the top.

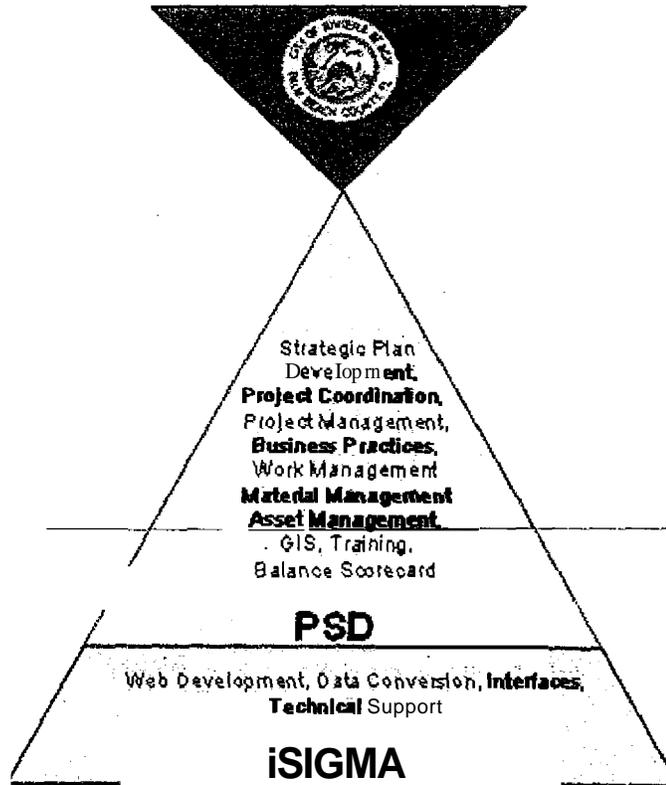


Figure 1.1
Project Approach

Technical Proposal

The inverted triangle indicates that the City's project manager is the focal point interacting with the PSD Team project manager and principle in charge.

Because of the importance of client needs, PSD will lead the client interaction and manage the project. In addition, PSD will lead the IT strategic plan development, GIS Master Plan Development and the implementation of PSD Performance Optimization modules which includes the followings:

- Citizens Complaint Tracking
- Service Requests
- Work Management
- Material Management
- Estimating
- Project Funds Tracking
- Trees and Shrubs Inventory
- Preventative Maintenance
- Lift Stations & Plants Maintenance
- GIS Integration
- Balance Scorecard and KPI Monitoring

PSD will coordinate all other efforts of the project. iSIGMA will be responsible for the website enhancement phase.

Project Methodology

- *Ensure The City of Riviera Beach expectations are met*
 - *Maintain Control of Budget*
 - *Communicate needs and expectations*
-

PSD has an established methodology for project management regardless of the project size.

A good project delivery methodology helps project team succeed. The main objective of following a methodology is to enable project team to implement a system in the end user's environment that reaches the following goals:

- ✦ Meet the business objectives and requirements of the organization.
- ✦ Is sufficiently maintainable to evolve with the users, so that it continues to support their changing business objectives in the future.
- ✦ Is as easy as possible to use.
- ✦ Is delivered when the user needs it.
- ✦ Is delivered within the user's budget constraint.

- ✦ Is inexpensive to operate as is practical.

Several of these goals are in conflict with each other such as time vs. requirements. The methodology, therefore, provides a framework for:

- ✦ Determining the business objectives and requirements that support these goals.
- ✦ Evaluating alternative approaches, considering time and cost constraints.
- ✦ Developing an approach that meets those business objectives.
- ✦ Managing changes as the project team builds the solution (either custom development or using packaged applications).
- ✦ Implementing the system successfully into the business and technical environment.

The framework defines:

- ✦ A project structure that guides the project team and involves the users in the decision making process at key points in the project.
- ✦ Deliverables for each project phase that address the needs for well-run project.
- ✦ Roles for the project team members that define the skill set required for planning and enabling project team members and users to understand how each performs in a successful project.
- ✦ Project management approaches that enable the project manager to:
 - o Plan the project
 - o Manage the performance of the team
 - o Manage issues and change requests that arise in the project.

With these requirements in mind, a methodology has been designed to address the entire project life cycle for a broad range of projects from small to large, using a flexible combination of packages and custom software. It then guides the integration of these solutions into the user's business environment and fully implements those solutions to achieve the desired results.

A methodology is typically structured into phases and modules.

A project team will organize the project into the following phases:

Phase 1) Project Planning and Initiation

Phase 2) System Requirements Analysis

Section 1.4 •
Technical Proposal

Phase 3) Solution Definition and Design

Phase 4) Build and Test

Phase 5) Transition

Each phase has a subset of tasks or activities and deliverables milestones which indicates a successful completion for each phase.

**PROJECT PLAN INCLUDING PROPOSED TIMELINE, DURATION AND
METHOD TRAINING**

Project Timeline and Duration

Please See attached schedule in the following page

Method of Training and Support

PSD Team will provide the City staff training on all aspects of the proposed solution including database design, data input procedures and the use of the system software.

PSD consultants deliver training to the client personnel in a classroom format and provide them with training manuals for later references.

The training format consists of instructor-led **training**, which includes the following components:

- ✦ Instructor lecture with open questions/answer format.
- ✦ Instructor-led example exercises/demonstrations.
- ✦ Hands on exercises for trainees using the system fully configured as they would in production environment.

Additionally, our consultants walk around and chat with each user in all departments to make sure they understand how to apply their day-ta-day task to the system.

Class materials including written training manuals (built using standard templates and document formats for all trainee).

PSD consultants will need to utilize a training facility provided by the City of Riviera Beach. The facility will need to have a dedicated server and workstations for all trainees. PSD Team will configure the training server to mimic the production environment.

Proposed Groups Training Classes:

Technical Staff

Customer Service/Dispatchers/Office Personnel's

Field Operations Supervisors

Field support Crews

Office Clerks

Directors

Proposed Individual Classes:

City Clerk – Focused on City Clerk's office specific requirements.

Human Resources – Focused on the H.R. specific requirements.

City Clerk and H.R. personnel are also encouraged to attend the group sessions.

Support

PSD provides telephone support Monday through Friday from 8:30 am to 5:30 pm. Eastern-time. Help desk consultants are notified electronically when a message is received after hours and they can respond as quickly as necessary. Support fees are structured Flat-fee. On-site support is charged to the client on a time and materials basis based on PSD standard consulting rates.

TEAM ORGANIZATION CHART AND A SUMMARY OF RESUMES PERSONNEL ASSIGNED PROJECTS DEFINED SCOPE WORK

A specific approach tasks flow from the project management to the business processes and to the implementation of the software in the enterprise solution for the departments listed in the RFP. Figure 1.2 on the following page summarizes these steps and presents the organization and personnel responsible for each task. As an Example, The automated *e-mail* alerts system for the City Clerk's office *will* be led by Marc Kallaoun of PSD with significant support from Nag Ramachandran of iSIGMA.

The importance of meeting individual department cannot be overstated. That is why a separate task has been designed to ensure client needs are clearly understood, communicated and managed. Marc Kallaoun will be responsible for managing these expectations.

Section 1.4
Technical Proposal



PROJECT TASKS	SENIOR	ROLE
Project Management		Marc Kalloun
Strategic Planning		Marc Kalloun, Deborah Austin
GIS Master Plan		Marc Kalloun
Web Master Plan	Nag Ramachandran	Marc Kalloun
Complaint Tracking System		Marc Kalloun, Lamy Costow
Service Request System		Marc Kalloun, Lamy Costow
Asset Management		Marc Kalloun, Lamy Costow
Work Management		Marc Kalloun, Lamy Costow
Project Management		Marc Kalloun, Lamy Costow
Trees and Shrubs Inventory		Marc Kalloun, Lamy Costow
PM Lift Stations & Plants		Marc Kalloun, Lamy Costow
Vehicle Maintenance		Marc Kalloun, Lamy Costow
Web Site Enhancement	Nag Ramachandran, Karthik Jeevakumar	Marc Kalloun
GIS Integration	Nag Ramachandran, Karthik Jeevakumar	Marc Kalloun
Training		Deborah Austin, Lamy Costow
Balance Scorecard Software	Nag Ramachandran, Karthik Jeevakumar	Marc Kalloun

Figure 12
 Project Team Organization

The extensive education and experience of each of these key team members can be found in the following page.

Key Project Staff Background Information

Vendor Name	PSD Software, LLC.
Staff member name	Marc Kallaoun
position of the company	Manager/Owner/Product Development
Length of time in position	1993 - Present
Project position and responsibilities	Project Manager/Lead Consultant/Product Manager
Education and certifications	B.S., Computer Science. Georgia Oglethorpe Examiner which is equivalent to the Florida Sterling Criteria For Excellence.
Previous work experience	Prior to founding PSD, Mr. Kallaoun has worked as a consultant with a firm specializes in water and wastewater treatment, distribution and collection.
Technical skills and qualifications for the project position	<p>Technical Skills: Mr. Kallaoun's experience includes data modeling, databases (ACCESS, SQL, ORCL) and the use of development tools (VB, VRNET, ASP, ASP.NET, HTML, XML, DHTML, XSL, JAVA, C, Visual C, MS Web Classes, MSSQL, and COM Objects)</p> <p>Management Skills: Mr. Kallaoun is also experienced in strategic planning development process for information technology for local and state government. Recently, completed the Florida Sterling assessment project for the Town of Davie. (please refer to the Sterling Criteria Background for Category 4 below)</p>
Experience installing the proposed system	<u>Mr. Kallaoun is the founder and developer of the</u> proposed system. The first version was developed in 1993. He has 21 years of experience of CMMS software development and implementation. Since then he has continued to enhance the system's functionalities and has deployed the system in more than 100 cities across the United States and South America. Mr. Kallaoun has also developed interfaces to SCADA, CIS & Billing, LIMS and GIS systems.

Sterling Criteria Background for Category 4: The Florida Sterling criteria are comprised of seven categories of performance management concepts. Category 4 is focused on Measurement, Analysis, and Knowledge Management. This category examines how your organization selects, gathers, analyzes, manages, and improves its data, information, and knowledge assets. This category is the backbone within the Criteria for all key information

Technical Proposal

about effectively measuring and analyzing performance and managing organizational knowledge to drive improvement and organizational competitiveness. Category 4 criteria evaluates the selection, management, and effectiveness of the use of information and data to support processes, actions plans, and the performance management system. The criteria also analyzes the systems in place, both automated and manual, to analyze, review, capture, store, retrieve, and distribute data to support decision making. Category 4 is broken down into two specific areas that are referred to as "Key Performance Areas" or KPAs. These include 4.1 Measurement and Analysis of Organizational Performance and 4.2 Information and Knowledge Management.

Section 1.4
Technical Proposal

Vendor Name	PSD Software, LLC.
Staff member name	L Coslow
Position of the company	Lead Trainer and Consultant
Length of time in position	Mr. Coslow is a former customer and a user of the proposed system, recently retired from the Borough of Park Ridge, NJ. PSD Software feels he is the experienced past client to deliver our solution to future municipal clients.
Project position and responsibilities	As a Lead consultant, he will be responsible for the configuration, implementation and training of the proposed solution.
Education and certifications	Larry Coslow holds 2 Water Licenses, one of which is the highest designation available and a Wastewater License. His Bachelors in Utility Management and his recently completed Master in Public Administration along with being a Certified Public Manager brings his experience and understanding to each project.
Previous work experience	He has managed Water and Wastewater Departments for the past 20 years and prior held the position of Fleet Manager.
Technical skills and qualifications for the project position	Larry has risen through the ranks and been Operator, programmer, System Administrator and Purchaser for many municipal projects.
Experience installing the proposed system	He has installed and maintained this system in his former position through it's initial installation and at each upgrade.

Technical Proposal

Vendor Name	PSD Software, LLC.
Staff member name	Deborah Austin
Position of the company	Marketing and Training Consultant
Length of time in position	Deborah has been with PSD Software since 2002, originally serving as Marketing Director. She was named Director of Training in 2006.
Project position and responsibilities	Deborah Austin will be the trainer, along with Larry Coslow both on Site and through the internet for the entire project.
Education and certifications	She holds a New Jersey Water License, is Nationally Certified for CEU's and TCHs through many associations and organizations and has taught at various colleges in Alabama, Florida, New Jersey and New York.
Previous work experience	Deborah Austin formerly worked with local governmental agencies in implementing various software packages for over 11 years including CMMS, CIS & Utility Billing software implementation and Customer service training.

Technical Proposal

Vendor Name	iSIGMA, Inc.
Staff member name	Nag Ramachandran
Position of the company	Owner/Manager
Length of time in position	Aug 2005 - Present
Project position and responsibilities	Chief Architect for Implementing CIS solution and business process for Dere lated Electric Utilities.
Education and certifications	Bachelor of engineering. Tamil NOOu A icultural Universi , India
Previous work experience	<p>Around twenty years experience in Infonnation Technology and held key positions</p> <p>in enterprise software architecture, project management, development, integration, conversion, implementation and support within Nuclear, Energy, Utilities, Financial, Insurance and Telecom industries in US and abroad.</p> <p>Integrated CMMS and CIS systems. Financial Application reengineering, integration, Data Warehouse Design, Process optimization and perfonnance tuning large volumes of data</p> <p>Manager and Chief Architect for Business Process Improvement, design, development and implementation of configuration management and document control, workflow system for Nuclear Power Plant in Mexico for Washington Group International</p>
Technical skills and qualifications for the project position	Web Services, Oracle, PLISQL, Java, J2EE, JSP, Web Services, J2EE Servlet Engines, Dot Net, SQL Server, Cold fusion, Crystal Reports, Data warehousing tools, Workflow and Document Mana ent Tools.
Experience installing the proposed system.	10 years experience in web development and online-payment processing. Developer and founder of iSIGMA Billing solution for utilities which integrates with the pro osed solution.

Section 1.4
Technical Proposal

Vendor Name	iSIGMA, Inc.
Staff member name	Karthik Jeevakumar
Position of the company	Product Development and Support
Length of time in position	200S-present
Project position and responsibilities	Architect for developing data warehousing solutions for CIS/Billing and CMMS systems. Integrating CMMS and CIS systems. Financial Application reengineering, integration, Data Warehouse Design and performance tuning large volumes of data for financial industries.
Education and certifications	Bharathidasan University, India Microsoft Certified Professional- SQL Server Sigma Certified Technician
Previous work experience	Design, Develop and Implement Mobile Resource Management Systems. Provide interface with GPS/GIS systems for real-time tracking. Design and implement Document Management Systems and Workflow Solutions. Implement networking solutions for financial institutions. Consulting for telecom companies, design and develop web based solutions Design and develop Biotechnology solutions for cosmetic companies. Developer / Tester for reservation systems for Travel industry Implement Network solutions and travel reservation systems.
Technical skills and qualifications for the project position	Web Services, SQL Server, Oracle, PL/SQL, Java, J2EE, JSP, J2EE Servlet Engines, C#, .NET, Crystal Reports, Workflow and Document Management Tools
Experience installing the proposed system	Developed the interface between the iSIGMA system and the proposed PSD solution.

E. QUALITY CONTROL/QUALITY ASSURANCE PROCEDURES.

PSD understands that quality control is one of the common constraints all projects share. It is an area that does not receive the same amount of focus as the scope, budget or schedule. However, lack of quality management can have a severe negative impact on the project.

To maintain the quality of the project PSD team reviews project results from each phase and confirm its compliance with defined standards and making appropriate changes to remove causes of unacceptable quality.

For example a quality check list for User acceptance testing might look like this:

- * Schedule 5 users to complete test scenarios.
- * Develop test cases for each business process.
- * Review each test case and obtain acceptance form the client.
- * Make copies of test cases for each user.
- * Train the 5 users on how to run these test cases.
- * Review user results.
- * Document defects.

F. LOCATION AND SUPPORT RESPONSE TIME.

PSD and iSIGMA's corporate offices are located in the metropolitan area of the City of Atlanta, Ga. Support hours are from 8:30 am to 11:30 pm eastern time.

PSD has a proven track record for providing superior customer service to our clients. Ask our references. AU emergency issues will be addressed in the same day. Non-emergency issues will be prioritized from the client's perspectives and resolved in a mutually agreed upon timeframe.

The proposed EIMS solution is in its maturity stage and requires very minimal support. The City's IT staff will be trained to handle all emergency situations arises from hardware failure. This process is rehearsed during the disaster-recovery training phase.

G. DEVELOPMENT TEAM SOFTWARE EXPERIENCE.

The team has a over 70 years combined experience in the government and utilities sector. Please refer to the project team member's individual reswne provided in paragraph D. in this section above.

H. UNDERSTANDING OF TASK SEQUENCING AND MAJOR EVENTS RELATIVE TO RIVIERA BEACH

Technical Proposal

Having developed the recommendations summary grouped by department and included in this RFP, PSD clearly understands the task sequencing and priorities relative to the City of Riviera Beach.

Section 1.5
Workload

Recently PSD **has** successfully completed a large project with the Municipal Gas Authorities of Georgia (MGAG) to provide the proposed solution to 34 new municipalities **in the** State of Georgia through MOAG.

PSD is also working on a CMOM compliance project with the City of Charlotte, NC. This project is well on the way and expected to be completed in 5 weeks.

On February 21, 2007 we have successfully released a new version of HiperWeb. This is the biggest release we have had in 2 years.

PSD always has a number of small projects as work in progress.

PSD is prepared to begin implementation of the proposed solution upon RFP award and contract signing.

.6 Past Performance

Section 1.6
Past Performance

**COMPARABLE PROJECTS IN CITIES OR UTILITIES OPERATIONS OF
MILAR SIZE OR LARGER THAN THE CITY OF RIVIERA BEACH**

The City of Charlotte, NC is one of our largest installations with more than 150 users accessing the system simultaneously. The system has been deployed at the City of Charlotte since 1994.

City of West Palm Beach, Pumping Operations division has been using the proposed system since 2004.

Please see the Additional References list provided under **section 1.8**.

B. PAST WORK EXPERIENCE WITH THE CITY OF RIVIERA BEACH

Recently, PSD has completed the technology assessment for the City of Riviera Beach which has led to the development of this RFP. The purpose of the assessment report was to provide the City of Riviera Beach leadership with a report on observations, findings, and recommendations as a result of the on-site technical assessment performed on July, 17-20, 2006.

Assessment Methodology - Using the Integrated Systems Approach (ISA) and other Performance Excellence Criteria:

- Reviewed existing Network Infrastructure
- Reviewed IT Management Practices & Procedures
- Conducted small group/individual interviews
- Held follow-up telephone/e-mail conferences
- Reviewed available documentation

Assessment Focus Areas - IT Environment, IT Strategy Development, IT Services, Systems & Issues, Training & Support and IT Annual Planning.

A. PSD'S ENTERPRISE SOLUTION

OVERVIEW:

To meet the requirements specified in the City of Riviera Beach, FL. RFP, PSD is proposing installing the DSS system in which it serves as an enterprise information management system (EIMS) for tracking citizens complaint, service request, dispatching, routing, asset management, maintenance management, preventative maintenance, predictive maintenance, O&M automation. work management, plant maintenance, lift stations maintenance, vehicles maintenance. parks maintenance, trees and shrubs inventory, buildings and grounds maintenance, streets maintenance. inspections, infrastructure inventory, materials management, projects, budgeting, estimating, activity-based costing, vendor management, online quotations, purchase orders, purchase requisitions, reporting & queries and e-mail alerts. All subsequent information refers to the HiperWeb system. These modules are designed specifically for city government to provide you with secure, reliable and accurate information needed for the decision making process.

It is important to note that the proposed solution is aligned with Category 4 of the Florida Sterling.

Florida Sterling - **Category 4 Main Focus Area:**

- How the City selects, gathers, analyzes, manages, and improves its data, information, and knowledge assets.
- How key information is used for effectively measuring and analyzing performance and managing organizing knowledge to drive improvement and organizational competitiveness.
- How the organization selects, manages, and uses data and information for performance measurement and analysis in support of city planning and performance improvement.
- How measurement and analysis is used to guide the organization's process management toward achievement of key business results and strategic objectives and to anticipate and respond to rapid or unexpected change.
- How the city ensures the availability of high-quality, timely data and information for all key users, to include employees, suppliers, partners, and customers.
- How the organization builds and manages its knowledge assets with the aim to improve organizational efficiency, effectiveness, and innovation.

Application Software

Figure 1.7.1 shows a sample of the enterprise solution for the City of Riviera Beach.

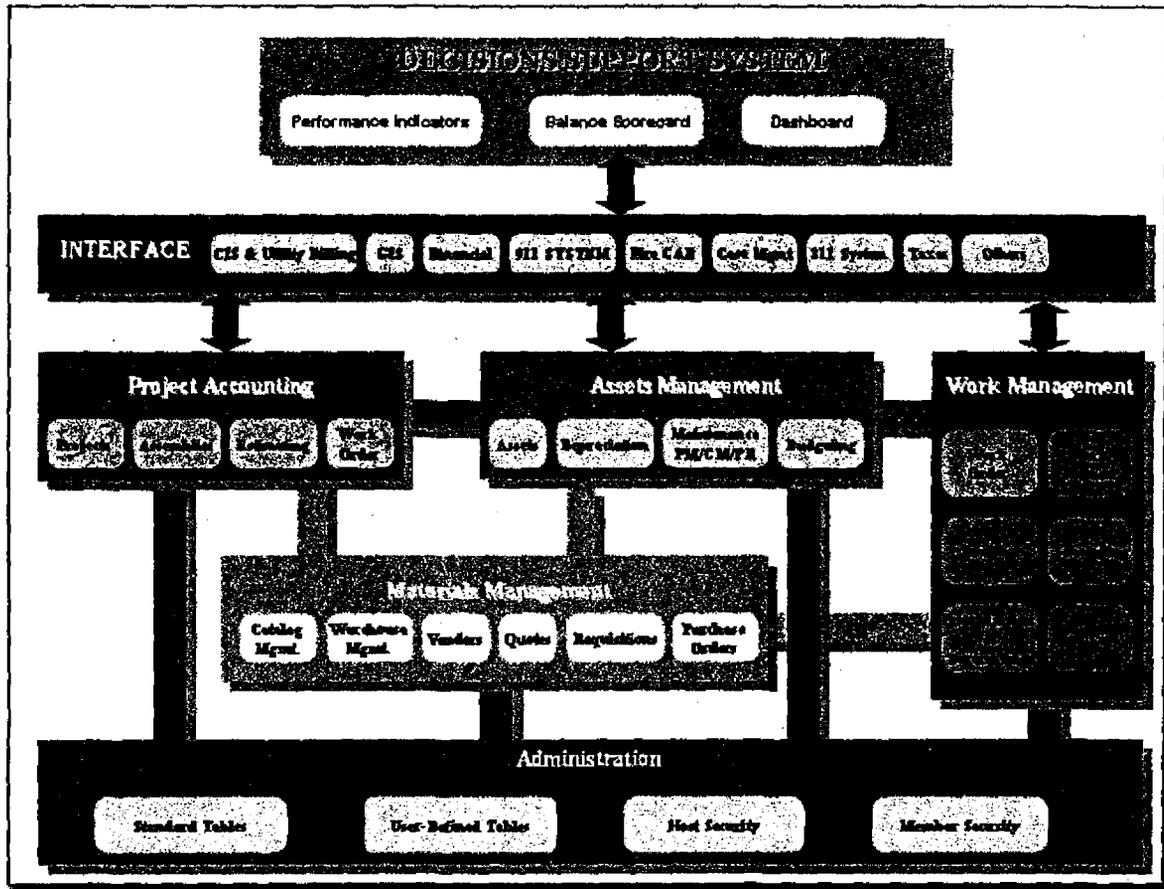
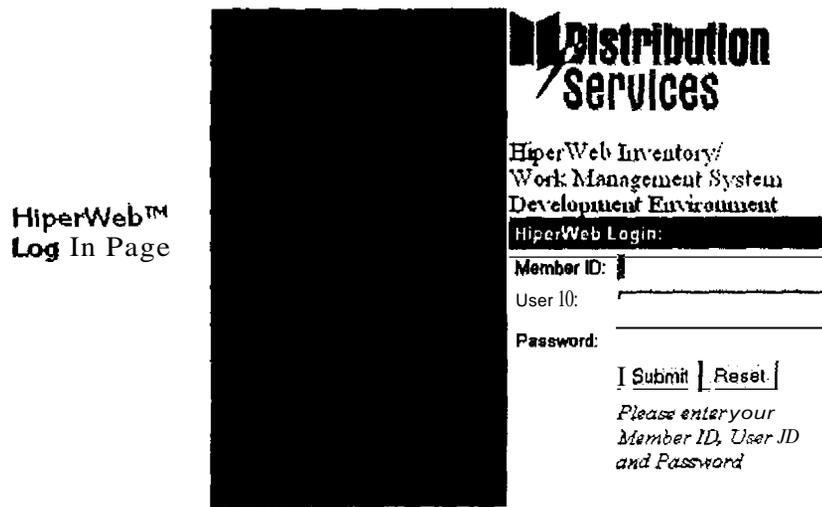


Figure 1.7.1
DSS System

1.7.1 Operating System: The proposed EIMS solution uses the Microsoft Windows Server 2003 operating system and Internet Information System (IIS) environment with the Microsoft SQL Server Version 2000.

The EIMS system currently uses Active Server Pages (ASP) and ASP.Net/VB.Net technology.



1.7.2 Security and Data Integrity

PSD's EIMS system has an "Administrator" module that allows the administrator to set user-level security access to the database. The system also provides a mean to set up user accounts, assign user passwords, and assign users to access-defined groups (By user, user group, department) view, read, write, update, and delete security at multiple levels including menu function, file, record, and field. In addition, the proposed solution security function restricts entry to the database; so unauthorized entry is not possible through a third party application.

It is important to note that all proposed modules are secure, reliable and easy-to-use which is consistent with the Florida Sterling Council Category 4. Additionally, in order to eliminate redundant data and to ensure the highest data quality, the design team always observes and applies the rules of Data Normalization with no exceptions.

1.7.3 Citizen Complaint

The complaint module is designed to track complaints and feedback from citizens, customers, businesses and stakeholders. The complaint module supports multiple departments and locations.

Key features include:

- ✦ Web-based.
- ✦ Calls log.
- ✦ Calls log routing for follow up.
- ✦ Call back feature.
- ✦ Customer survey.
- ✦ Query & Analysis.
- ✦ User-configurable by department.
- ✦ E-mail.
- ✦ Dashboard.
- ✦ Reminder, past due and escalation.
- ✦ Export to Excel.
- ✦ Easy to use.

Performance Indicators:

Overall Customer Satisfaction
Quality rating for city employee's customer service
Employee Performance

1.7.4 Service Request/Citizen Request Management

With PSD's Integrated Service Request module, the City of Riviera Beach can record service requests and inquiries for all city departments whether without exceptions. Screens can be tailored to individual department with minimal efforts.

Key features include:

- ✦ Multiple service requests per incident.
- ✦ Communications log.
- ✦ Routing by department and zone.
- ✦ E-mail.
- ✦ Forwarding request to another department.
- ✦ Reject service request.
- ✦ Manage and assign to teams.
- ✦ Duplicate request alerts.
- ✦ Individual's Dashboard.
- ✦ User-configurable by department.
- ✦ Reminder, past due and escalation.

Application Software

- ✦ Export to Excel.
- ✦ Easy to use.
- ✦ GIS Integration.
- ✦ Query and Analysis.

Performance Indicators:

Overall Customer Satisfaction
Quality rating for city employee's customer service
Employee Performance

1.7.5 Work Management

The work management system employs operational strategies to provide streamlined system for initiating, planning and completing the work on various assets throughout the city. In **addition**, the system promotes collaborations between departments and provides an up-to date status on all active projects throughout the city.

Key features include:

- ✦ Unique work order number across all city departments (Water, Streets, Parks, Engineering, etc.).
- ✦ Estimating feature.
- ✦ Integration with PSD's Project module.
- ✦ Initiate work request.
- ✦ Route work request to another department.
- ✦ Activity-based costing.
- ✦ Task level management.
- ✦ Integration with PSD's asset module.
- ✦ Integration with PSD's project module or external projects module.
- ✦ Crews/Teams backlog.
- ✦ **Employee dashboard.**
- ✦ User-configurable by department.
- ✦ Link multiple work orders into a single project or **sub-project**.
- ✦ Track all FEMA projects separately (All city departments).
- ✦ Special Invoicing feature. (Ex: FEMA projects).
- ✦ CMOM Support (Wastewater Collection).
- ✦ Water Main rehabilitation program.
- ✦ Water Quality.
- ✦ Storm water.
- ✦ Distribution & Collection.
- ✦ Billable work orders.
- ✦ Issue material requests.
- ✦ Reserve materials needed for work orders.
- ✦ Issue purchase requisition.
- ✦ Issue purchase order.

Application Software

- ✦ Track credit cards purchases.
- ✦ Track tools.
- ✦ Apply & track miscellaneous expenses such as travel expenses, meals, etc.
- ✦ Apply & track contractor cost.
- ✦ Apply & track street cuts and boring cost as separate line items on the work order.
- ✦ Export to Excel.
- ✦ Easy to use.
- ✦ GIS Integration.
- ✦ Attachments.
- ✦ Query and analysis.
- ✦ Reportings.

Performance Indicators:

Overall Customer Satisfaction
Quality rating/or city employee's customer service
Employee Performance and Crew Performance
Financial Performance
Regulatory Compliance

1.7.6 Infrastructure Management

PSD's asset management module includes standard system windows that enable users to define new data fields **and** assign label to each field created. These custom fields can be defined as attributes for specific assets, asset types, equipment, vehicle, etc.

Key features include:

- ✦ Multiple identification numbers for an asset.
- ✦ Multiple identification numbers for an asset component.
- ✦ Assets are categorized by type, group, facility, location, area boundaries, **department, owner, plant accounting number.**
- ✦ Assets can be associated with other assets across multiple departments.
- ✦ Assets are searchable with an alpha string based on wild card capabilities.
- ✦ Assets are searchable using alphabetical index.
- ✦ Consistent format is applied across all departments.
- ✦ Assets groups and components are linked: signs to supports, pipes to manhole, valves to pipes, and traffic signals to intersections.
- ✦ Lifecycle history is defined as part of the collection of data including purchasing, inventory, work management and disposal.
- ✦ Provides lifecycle history by: asset, asset component, location.
- ✦ Track historical information.
- ✦ Track corrective maintenance separate from preventative and predictive maintenance by asset or asset component and groups.
- ✦ Track asset conditions.
- ✦ Allows the users to prioritize the implementation of maintenance & repair strategies.

Section 1.7

Application Software

- ✦ Allows the user to input performance prediction model for a group of assets.
- ✦ Allows the user to define performance condition criteria for analyzing the condition of individual assets and their performance.
- ✦ Track financial data including:
 - Annual capital/maintenance expenditure
 - Asset acquisition data
 - Design cost
 - Land acquisition costs
 - Depreciation
 - Residual value
 - Lifecycle information
 - Replacement cost
- ✦ GASB34 reports.
- ✦ Develop a maintenance and operation budget to include:
 - Activities to be performed
 - Levels of effort
 - Estimated work unit
- ✦ Track budgeted cost vs. actual cost.
- ✦ Detailed asset costs by user-defined groups.
- ✦ User-defined budget tables for validated line distributions.
- ✦ Easy to use.
- ✦ GIS Integration.
- ✦ Financial System Integration.

PSD team will develop an automated process to import data from the city's selected primary master addresses source as defined in the Master Addresses plan.

Performance Indicators:

Employee Performance and Crew Performance

Financial Performance

Operations Performance

Regulatory Compliance (EPD & GASB34)

1.7.7 Preventative Maintenance & Scheduling

The proposed EIMS solution includes a scheduling tool for multiple assets by type, location, and crews. The PM wizard feature is available to expedite the **configuration** process and puts the program to use so the City of Riviera Beach begins realizing the benefits of the preventative maintenance program immediately.

Key features include:

- ✦ SCADA interface.
- ✦ Automatic generation of work orders based on user-defined frequency.
- ✦ Forecast resources for scheduled work.

Section 1.7

Application Software

- ✚ Work order backlog.
- ✚ Schedule, assign and generate work effort to multiple assets within a single work order.
- ✚ Trigger work order based on user-defined critical asset conditions.
- ✚ PM Tasks.
- ✚ Standard operating procedures.
- ✚ Floating & Static PM due date calculation.

Performance Indicators:

Employee Performance and Crew Performance

Financial Performance

Operations Performance

Regulatory Compliance (EPD & GASB34)

1.7.8 Inspection Management

The proposed EIMS solution maintains a complete history of inspection results for all department-defined assets including vehicles and infrastructure assets.

Key features include:

- ✚ Maintain a complete history of inspection results for all city-owned and nonCity-owned assets.
- ✚ Allows each department to design their own inspection templates.
- ✚ Stores digital imaging with each inspection results.
- ✚ Link inspections with work orders.
- ✚ Inspection dates are calculated and stored for scheduling next inspection date.
- ✚ GIS Interface.

Performance Indicators:

Overall Customer Satisfaction

Employee Performance and Crew Performance

Operations Performance

Regulatory Compliance (EPD & GASB34)

1.7.9 Materials Management & Inventory Control

The proposed solution includes a full featured inventory control and warehouse management system for material handling. This module is fully integrated with the PSD enterprise solution to maximize operational efficiency. This module can be integrated with the City's future ADG financial system.

Key features include:

- ✦ Maintain a catalog for parts by category and class.
- ✦ Integrates with Work Management system.
- ✦ Integrates with Financial System.
- ✦ Issue purchase requisition.
- ✦ Approve purchase requisition.
- ✦ Issue quotation and e-mail quotes to Vendors.
- ✦ Issue purchase order.
- ✦ Approve purchase order.
- ✦ Multiple levels of approvals.
- ✦ Reserve parts.
- ✦ Undo reserve parts.
- ✦ Release parts from warehouse.
- ✦ Release parts from work order.
- ✦ Transfer parts from one warehouse to another.
- ✦ Track vendor contract pricing and vendor performance.
- ✦ Cost distribution by department and budget code.
- ✦ Return to stock.
- ✦ Return to vendor.
- ✦ Track on-order qty.
- ✦ User-defined safety stock level.
- ✦ Track back-ordered qty.
- ✦ Track serial numbers.
- ✦ Auditor's reports.
- ✦ Parts history.
- ✦ Cycle count.
- ✦ Physical count sheets.
- ✦ Mobile warehousing.
- ✦ Economic order point.
- ✦ Mfg. Part number.
- ✦ Vendor Part number.
- ✦ Unit conversion.
- ✦ Multiple ship-to.
- ✦ Multiple warehouse & bin location.
- ✦ Barcode.
- ✦ Average cost.
- ✦ FIFO cost.
- ✦ Easy-to-use.

Performance Indicators:

Internal Customer Satisfaction

Operations Performance

Financial Performance

1.7.10 Projects

The proposed solution includes project costing module which integrates with the Work Management and Scheduling modules. At a glance, the executive leadership of the city can monitor projects progress status, percent completion and available funds for all capital projects.

Key features include:

- ✦ Unique project number across city departments.
- ✦ Project description.
- ✦ Issue date.
- ✦ Anticipated completion date.
- ✦ Current status.
- ✦ Estimated cost.
- ✦ Actual cost.
- ✦ % completion.
- ✦ Available funds.
- ✦ Scheduled work.
- ✦ Completed work.
- ✦ Materials used.
- ✦ Labor hours used.
- ✦ Issue work orders.
- ✦ Compare estimated vs. actual.

Performance Indicators:

Overall Customer Satisfaction (Internal and External)

Operations Performance

Financial Performance

Employee Performance

1.7.11 Parksffrees and Shrubs Management

PSD'g Asset module includes a built-in categories especially for parks, trees and shrubs type assets for a sustained planning, planting, protection, maintenance, and care of trees, forests, greenspace and related assets in and around the city.

Key features include:

- ✦ Planning, maintenance and protection of trees.
- ✦ Parks Maintenance.
- ✦ Capital projects.
- ✦ Issue work request.
- ✦ Issue work orders.
- ✦ Scheduled maintenance for fertilization, pruning, pest control and other protection activities.
- ✦ Maintenance history.
- ✦ Detailed tree inventory.
- ✦ Standard procedures for planting.
- ✦ Protection work orders during construction.
- ✦ Documentation of city's operational responsibility for private tree issues and regulations.
- ✦ Manage crew workload and backlog.
- ✦ Manage inventory.
- ✦ GIS Interface.

Performance Indicators:

Operations Performance
Financial Performance
Conservation & Management of Urban Trees programs
Community Beatification Programs

1.7.12 Vehicle Maintenance

The proposed EIMS solution includes a rolling assets module for managing the maintenance activities on vehicles, trucks, fire engines and any other types of equipment or tool owned by the city.

Key features include:

- ✦ Integrates with Fixed asset module.
- ✦ When new equipment is purchased and placed in service.
- ✦ Warranty information.
- ✦ Odometer reading.
- ✦ Consumption history.
- ✦ Third party maintenance history and costs.
- ✦ Scheduled maintenance based on runtime or odometer reading.

Application Software

- ✦ Multiple definable maintenance schedule
- ✦ Maintain life-to-date cost
- ✦ Subassembly components
- ✦ Equipment data includes:
 - o Make
 - o Model
 - o Year
 - o Category
 - o Class
 - o Serial number
 - o VINnumber
 - o Tagnwnber
 - o Odometer readings
 - o Weight
 - o User-defined fields
 - o Fuel type
 - o Driver information
 - o Insurance information
 - o Transmission type
 - o Purchase date
 - o Purchase cost
 - o Seller
 - o Owner
 - o Fair market value
 - o License expiration date
 - o Permit expiration date
 - o Depreciation costs
 - o Failure codes
 - o Track equipment location history

Note: PSD can provide a custom interface to the city's existing fuel system through ODBC. (Optional)

Performance Indicators:

Operations Performance

Financial Performance

Employee Performance

1.7.13 Application Documentation

The following is a list of system documentation that will be delivered to the City of Riviera Beach with the proposed solution:

- ✦ System Administrator manual
- ✦ Host Administrator manual.
- ✦ Users manuals (One for each of the modules listed above)
- ✦ On-site documentation
- ✦ Customized training manuals (One for each department)

PSD team has provided a sample of the user's manual at the end of this proposal.

1.7.14 Training

As stated earlier in section 1.4; PSD Team will provide the City staff training on all aspects of the proposed solution including database design, data input procedures and the use of the system software.

PSD consultants deliver training to the client personnel in a classroom format and provide them with training manuals for later references.

The training format consists of instructor-led training, which includes the following components:

- ✦ Instructor lecture with open questions/answer format.
- ✦ Instructor-led example exercises/demonstrations.
- ✦ Hands on exercises for trainees using the system fully configured as they would in production environment.

PSD team has provided a sample of the training manual at the end of this proposal.

1.7.15 Proposed Groups Training Classes:

- ✦ Technical Staff.
- ✦ Customer Service/Dispatchers/Office Personnel's.
- ✦ Field Operations Supervisors.
- ✦ Field Support/Crews.
- ✦ Office Clerks.
- ✦ Directors.

1.7.16 Proposed Individual Classes:

- ✦ City Clerk - Focused on City Clerk's office specific requirements.

Section 1.7

Application Software

- ↓ Human Resources - Focused on the H.R. specific requirements.
- ↓ City Clerk and H.R. personnel are also encouraged to attend the group sessions.

B. SOFTWARE MAINTENANCE AND SUPPORT

-All products are warranty of any-defect for the lifetime of the product.

The annual maintenance and support agreement entitles the city to receive all future upgrades free of charge so *as long as* the annual maintenance and support agreement is active. PSD encourages all users to make suggestions or requests for future system enhancements. All new features requests will be evaluated, prioritized and scheduled for new release. New releases will be delivered to the city's IT group in the form of script along with easy-to-apply instructions.

PSD provides telephone support Monday through Friday from 8:30 am to 5:30 pm. Eastern-time. Help desk consultants are notified electronically when a message is received after hours and they *can* respond *as* quickly as necessary. Support fees are structured Flat-fee. On-site support is charged to the client on a time and materials basis based on PSD standard consulting rates.

C. DEGREE OF INTEGRATION AND CAPABILITY WITH RIVIERA BEACH TECHNOLOGY INFRASTRUCTURE

The proposed solution is ODBC compliant which makes it easy to integrate with any other ODBC compliant system. In addition, the system has built-in standard interface landing tables designed for receiving data from external systems where ODBC connections are not supported. The landing tables *can* be populated using the data transformation services available from within the Microsoft SQL Server. PSD will work closely with the City's IT team to implement and deploy the data transformation packages where necessary;

The proposed solution supports the existing network diagram shown in Figure 1.7.2 below. The system is completely accessible from within the web browser under the assumption that all users have internet explorer version 5.0 or greater installed on their laptops or desktops. Users at the Municipal Beach and Wells Recreations Center will have to have some connectivity to City Hall in order for them to access the system. Additionally, due to the limited bandwidth, users at the Marina, Fire Stations No.3 and No.4 will experience a noticeable difference in speed while accessing certain areas of the system and especially GIS queries and analysis.

In order to maximize the benefits of the proposed solution, PSD recommends that the City provides both; Tate Recreation center and Lindsey Davis community center with connectivity to the system before moving into production.

Section 1.7
 Application Software

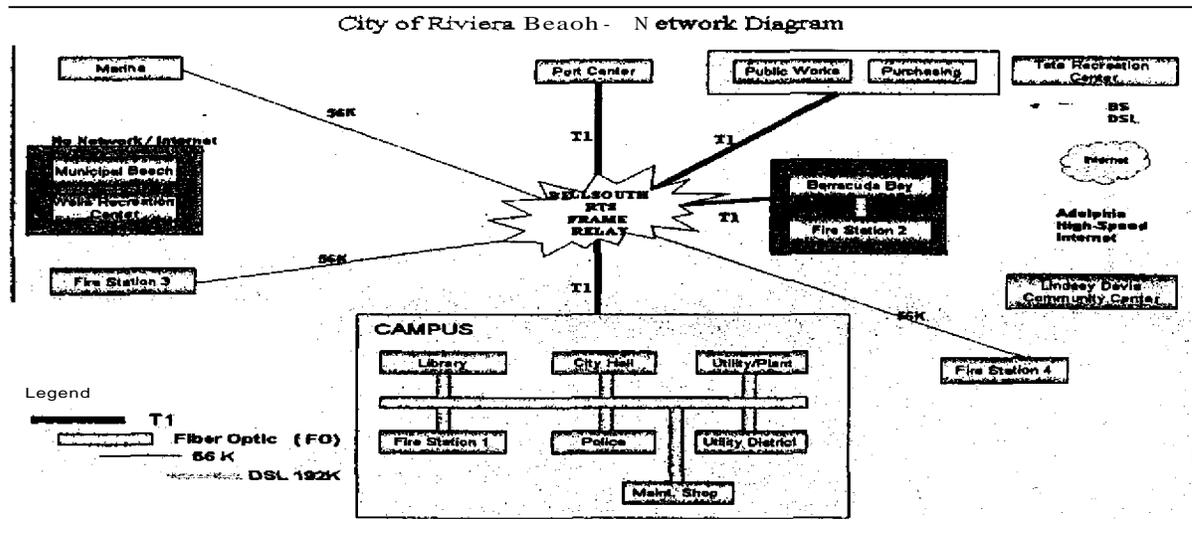


Figure 1.7.2
 Existing Network Diagram

PSD understands that the City is moving forward with the MESH network solution from Motorola as shown in Figure 1.7.3. The MESH solution extends the reach of the proposed solution to all City field support personnel. Firefighters, police officers, engineering crews, surveyors, utility workers, case workers, field inspectors, and others will be able to use the mobile devices and laptops to complete their assigned tasks including:

- o Field Mapping-Create, edit, and utilize GIS maps while in the field.
- o Asset Inventories-Create and maintain an inventory of asset locations and attribute information.
- o Asset Maintenance-Update asset location, condition, and schedule maintenance
- o Inspections-Maintain digital records and locations of field assets for legal code compliance and ticketing
- o case managers and building permit inspector - Receive requests, schedule visits, update and view status anytime from anywhere.
- o Incident Reporting-Document the location and circumstances of Incidents and events for further action or reporting
- o Track start and stop time - Document regular time, overtime, hazard time, equipment hours, materials used and work performed.
- o Close work orders - Complete and close work orders from the field

Section 1.7
Application Software

- o GIS Analysis and Decision Making-Perform measuring, buffering, geoprocessing, and other GIS analysis while in the field

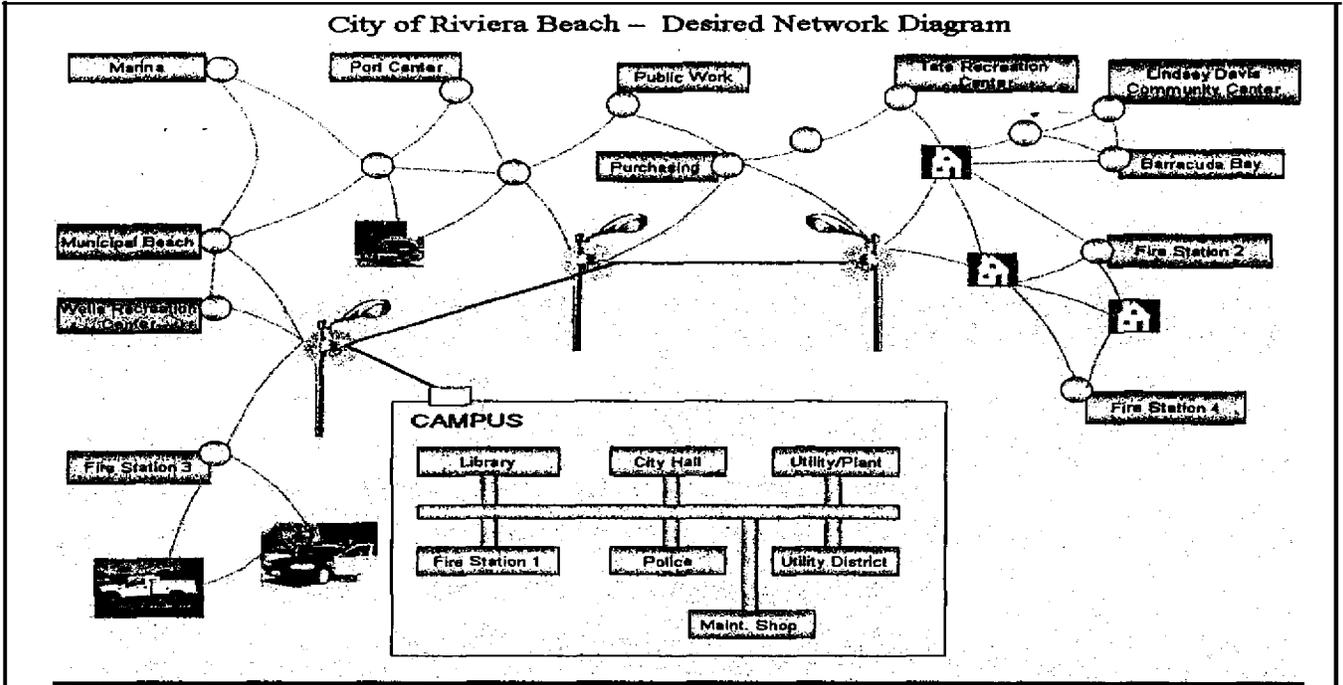


Figure 1.7.3
MESH Network Diagram

REFERENCES

Proposer shall submit as a part of the proposal package four-(4) business references with the name of the business, address, contact person, and telephone number.

Name: MEAG POWER

Address: 1470 Riveredge Parkway. NW

City, State, Zip: Atlanta. GA 30328-4686

Tel. No: 770-563-1226

Fax No: 770-956-1909

Email: erichardson@meagpower.org

Contact: Mrs. Ellen Richardson
Purchasing Manager/Project Manager

Name: Charlotte-Mecklenburg Utilities

Address: 5100 Brookshire Bv

City, State, Zip: Charlotte, NC.28216-3311

Tel. No: 704-432-3791

Fax No: 1704) 357-8581

Email: agallaher@ci.charlotte.nc.us

Contact: Mr. Gallaher, Albert E
Project Manager

Name: City of West Palm Beach

Address: P.O. Box 3506

City, State, Zip: West Palm Beach, FL.

Tel. No: {561 }822-2068

Fax No: {561 }822-2183

Email: HTopsey@wpb.org

Contact: Mr. Harold Topsey
O & M Superintendent

Name: City of Daytona Beach

Address: 3651 LPGA Blvd

City, State, Zip: Daytona Florida

Tel. No: 386-547-2322

Fax No: 386 - 671 - 5925

Email: OwensM@COOB.US

Contact: Mr. Marvin Owens
Water Treatment Plant Superintendent

ADDITIONAL REFERENCES

Name: Carroll Consulting, Inc.

Address: 1970 S. Dixie Highway Unit R-5

City, State, Zip: West Palm Beach, FL 33401

Tel. No: 561-478-4517

Fax No: 866-536-5578

Email: georgette@cci1999.com

Contact Georgette Bonifacio Carroll
President/Owner

Name: Cap Rock Energy

Address: 500 W. Wall, Suite 200

City, State, Zip: Midland, TX 79701

Tel. No: 432-894-2999

Fax No: —

Email: lbaker@caprockenergy.com

Contact Mr. Lester Baker
Manager of Customer Service

OTHER MUNICIPAL CLIENTS: City of Elberton, Ga. - City of Cartersville Ga.- City of Norcross, Ga. - City of Jackson, Ga. - City of Acworth, Ga. – City of Forsyth, Ga. City of Calhoun, Ga. - City of College Park, Ga. - City of Sandersville, Ga. **City** of Commerce, Ga.- City of Monticello, Ga. – Newnan Utilities, Ga. - City of **Barnesville**, Ga. – City of Ellaville, Ga. - City of Cairo, Ga. - Griffin Power, Ga. - City of Palmetto, Ga. - City of Sylvester, Ga. – City of Lafayette, Ga. - City of Quitman, Ga. - Town of Davie, FL. - Park Ridge, NJ. - Town of Cary, NC. – City of Eden, NC.

COST PROPOSAL SHEET

For pricing purpose in this bid, the City of Riviera Beach prefers to purchase a comprehensive Decisions Support System (DSS) or Enterprise Solution from one vendor on a finn fixed price basis.

<u>Item</u>	<u>Description</u>	<u>Unit Price</u>
	Phase 1 - This phase will entail the Strategic Plan-Development, GIS Master Plan and Web Master Plan Development Process. To include identification of software interface requirements, upgrade or retrofit of existing database systems, information.gathering and business process documentation. The selected vendor must have experience in strategic planning development. GIS master plan development and Web master plan development for City Government	\$48,900
	Phase II - The second portion which will occur concurrently with Phase I of the project w/Uentail design, development and implementation of service requests tracking software, and citizen's complaints tracking software support Services	\$24,800
	<p>Phase IV - Website Enhancement - This phase will entail the design and implementation of the followings:</p> <ul style="list-style-type: none"> a Automated e-mail of important alerts, announcements and updated information system. This feature shall allow The City of Riviera Beach website visitors to create a profile and subscribe to receive <i>e-mail</i> notification of important information such as election results, employment opportunities, news releases, council minutes and agendas among many other time-sensitive information published by the City of Riviera Beach. b Online payment using credit cards or debit cards, for variety of services provided by the City of Riviera Beach and the Utility District. c Design and implementation of an internet-based permitting system; this system shall allow city contractors to sign in to submit permits, schedule inspections, view your permits, inspections, and account. The system must interface with the existing (MOCel) system. d Online employment application submittals. e INTRANET - Development and Implementation of a city-wide intranet site which includes the followings: <ul style="list-style-type: none"> • Interface to ADG (HR & Payroll system) • Security Module (Employee, Users Group, User Rights) • Filling employee forms and requests • Filling employee insurance enrollment forms. 	\$65,000

	<ul style="list-style-type: none"> • Employee h-board (automatic refresh at interval defined in minutes) • Archive of employee records <p>All source code for the Intranet site must be provided and 40 hours of technical training must be provided to IT personnel.</p>	
	<p>Phase V - Balanced Scorecard Software</p> <p>As stated earlier the City is interested in pursuing the Sterling Award. One of the major components of the Sterling Award is assessing customer feed back (internal customers as well as external) and satisfaction with service. Therefore, in this phase the City is seeking software which will facilitate surveys and tabulating responses.</p>	51,000
	<p>Annual Maintenance and Support Services for software.</p>	\$ 5,000

PSD SOFTWARE, LLC.

	LF	Imp. Cost	Travel Exp.	Support	Total	
Phase I	Strategic Plan Development & Information Gathering		\$38,000.00	\$10,900.00	\$0.001	\$48,900.00
Phase II	Cltizen Complaint Tracking System	\$10,000.00				
	Information Gathering	\$5,000.00				
	Business Process Documentation	\$2,500.00				
	Customer Service Complaint Configuration	\$2,000.00				
	Customer Service Complaint training material	\$2,500.00				
	Testing & Acceptance	\$2,500.00				
	Training	\$2,000.00				
	Go Live	\$2,000.00				
	L.F. is discounted bJc PSD did the assessment	-\$10,000.00				
			\$18,500.00	\$3,800.00	\$2,500.00	\$24,800.00
Phase III	Asset Management & Work Management	\$10,000.00				
	Information Gathering & Business Process Documentation	\$6,000.00				
	System setup and configuratrn	\$8,000.00				
	Lift Station Data Configuration	\$2,500.00				
	Work Management training material	\$2,500.00				
	Testing & Acceptance	\$2,500.00				
	Training	\$2,000.00				
	Go Live	\$2,000.00				
	L.F. is discounted bJc PSD did the assessment	-\$10,000.00				
			\$25,500.00	\$8,000.00	\$2,500.00	\$36,000.00
Phase IV	Web Enhancment & Interfaces					
	E-mail notification		\$3,600.00			
	Online Payment		\$7,500.00			
	Internet Permitting System		\$7,500.00			
	Online Applicant Tracking		\$7,000.00			
	Intranet Site-					
	ADG Interface		\$7,500.00			
	MDCIIInterface		\$3,400.00			
	SecuritY Module		\$3,000.00			
	Filling Employee Forms and Request		\$3,000.00			
	Filling employee Insurance enrollment		\$3,000.00			
	Testing & Acceptance		\$4,500.00			
	Technical Training (40 Hours)		\$5,000.00			
	Travel Expenses			\$10,000.00		\$65,000.00
Phase V	Balanced Scorecard Software		\$45,000.00	\$6,000.00	\$0.00	\$51,000.00
	Total Investment	\$44,000.00	\$182,000.00	\$38,700.00	\$5,000.00	\$225,700.00

INVOICING

PSD shall invoice the City of Riviera Beach according to the payment schedule below; All payments are due within 30 days from the Invoice receipt date.

Payment Schedule - Applies to all phases specified in the RFP		
1	Project Planning & Initiation	10%
2	System Requirement & Analysis	20%
3	Solution Definition & Design	20%
4	Build & Test	20%
5	Transition	20%
6	Retainage Fee - Will be Billed 30 days after the Go Live Date	10%
	Total	100%

PSD SOFTWARE, LLC.
City of RMer Beach, FL

		L.F	Imp. Cost	Travel Exp.	Support	Total
Phase I	Strategic Plan Development & Information Gathering		\$38,000.00	\$10,900.00	\$0.00	\$48,900.00
Phase II	Citizen Complaint Tracking System	\$10,000.00				
	Information Gatherin.9	\$5,000.00				
	Business Process Documentation	\$2,500.00				
	Customer Service Complaint Configuration	\$2,000.00				
	Customer Service Complaint training material	\$2,500.00				
	Testing & Acceptance	\$2,500.00				
	Training	\$2,000.00				
	Go Live	\$2,000.90				
	L.F. is discounted b/c PSD did the assessment	-\$10,000.00				
			\$18,500.00	\$3,800.00	\$2,500.00	\$24,800.00
Phase III	Asset Management & Work Management	\$10,000.00				
	Information Gathering & Business Process Documentation	\$6,000.00				
	System setup and configuration	\$8,000.00				
	Lift Station Data Configuration	\$2,500.00				
	Work Management training material	\$2,500.00				
	Testing & Acceptance	\$2,500.00				
	Training,	\$2,000.00				
	Go Live	\$2,000.00				
	L.F. is discounted b/c PSD did the assessment	-\$10,000.00				
			\$25,500.00	\$8,000.00	\$2,500.00	\$36,000.00
Phase IV	Web Enhancement & Interfaces					
	E-mail notification		\$3,600.00			
	Online Payment		\$7,500.00			
	Internet Permitting System		\$7,500.00			
	Online Applicant Tracking		\$7,000.00			
	Intranet Site -					
	ADG Interface		\$7,500.00			
	MDCIIInterface		\$3,400.00			
	Security Module		\$3,000.00			
	Filling Employee Forms and Request		\$3,000.00			
	Filling employee Insurance enrollment		\$3,000.00			
	Testing & Acceptance		\$4,500.00			
	Technical Training (40 Hours)		\$5,000.00			
	Travel Expenses			\$10,000.00		\$65,000.00
Phase V	Balanced Scorecard Software		\$45,000.00	\$6,000.00	\$0.00	\$51,000.00
	Total Investment	\$44,000.00	\$182,000.00	\$38,100.00	\$5,000.00	\$225,700.00

EXHIBIT "B"
SCHEDULE FOR PROJECTS

EXHIBIT "C"

SOFTWARE LICENSE AGREEMENT

SOFTWARE LICENSE AGREEMENT

This Agreement is between PSD Software, LLC. ("Company") and the undersigned Customer.

THE TERM AND CONDITIONS OF THIS LICENSE AGREEMENT ARE AS FOLLOWS:

Section 1. *Applicability.* THIS AGREEMENT PERTAINS SOLELY TO CUSTOMER'S USE OF THE SOFTWARE LISTED IN Section 3.

Section 2. *License Grant.* Company grants to Customer a non-exclusive license to use the Software listed in Section 3 and any updates to it provided by Company (collectively, the "**Software**"), on a computer system located at the Customer's authorized sites, only for the direct benefit of Customer and the Affiliates of Customer as defined in Section 4. All right, title and interest in and to the Software in all forms, including all copies of the Software, remain the property of Company unless otherwise stated in the Contract for Consulting/Professional Services between Company and Customer (the "Contract"). In consideration for such license granted hereunder, Customer agrees to pay and has paid the license fee as specified for the Software. Payment is hereby acknowledged received as of the Effective Date. License fees do not include consulting services fees and maintenance fees, but are included as part of the Contract.

Section 3. *Software License Fees.* For the purposes of this Agreement the Software includes the following:

HiperWeb Enterprise System and all of its modules

The License Fees for the above listed Software is \$1.00 US Dollars.

Section 4. *Use; Restrictions & Affiliates of Customer.* For the purposes of this Agreement the Affiliates of the Customer shall mean all departments and divisions of the Customer, including but not limited to the Riviera Beach Utility District, plus any third party agreed to by Company and Customer in writing (collectively, the "Affiliates"). Company shall not unreasonably withhold permission for Customer to add additional Affiliates. If Customer adds additional Affiliates then an additional License Fees and may be assessed based the written agreement of the parties. Except as provided herein, Customer shall use the Software solely for the internal business operations of Customer and Customers Affiliates, and for no other purpose, including, without limitation, processing the data of any unauthorized third party, remarketing or any other use. Company may modify the Software at any time for any reason. Customer agrees to follow instructions provided by Company from time to time for use of the Software. Customer may not sublicense or transfer its rights in the Software to any third party. Except as provided herein, Customer will not allow any third party to access or use the Software.

Section 5. *Intellectual Property Rights.* Subject to Florida's Public Records Act, Chapter 119, Florida Statutes, the Software constitutes confidential and proprietary information of Company. Customer agrees to take reasonable steps to protect the confidentiality of the Software. Customer shall not disclose or transfer the Software to unauthorized third parties. Except as authorized in the Contract, Customer agrees not to reverse-engineer, decompile, modify, reproduce, rent, lease or otherwise dispose of the Software.

Section 6. *Term; Termination.* Customer's license to use the Software shall be effective on the Effective Date and shall continue thereafter until terminated. Customer may terminate this Agreement at any time upon thirty (30) days' written notice but such termination shall not relieve Customer from its obligations to pay license fees owed under this Agreement. Company may terminate this Agreement upon written notice should Customer breach any provision of this Agreement that is not cured within ten (10) days after receipt of written notice from Company. Customer shall return the Software and all copies thereof to Company within thirty (30) days of termination of this Agreement.

Section 7. *Exclusion a/Warranties and Limitation of Damages.* EXCEPT AS STATED IN THE CONTRACT, THE LICENSED PROGRAM IS LICENSED "AS IS." THERE ARE NO EXPRESS OR

IMPLIED WARRANTIES WHATSOEVER, INCLUDING, BUT NOT LIMITED TO, THE IMPLIED WARRANTIES OF MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE AND NON-INFRINGEMENT. EXCEPT AS STATED IN THE CONTRACT, COMPANY SHALL IN NO EVENT BE LIABLE TO CUSTOMER FOR ANY DAMAGES, INCLUDING ANY INDIRECT, INCIDENTAL OR CONSEQUENTIAL DAMAGES, LOST PROFITS, LOST SAVINGS OR OTHER SUCH DAMAGES ARISING OUT OF THE INSTALLATION, USE, IMPROPER USE OR INABILITY TO USE THE SOFTWARE AND/OR ANY INFORMATION OBTAINED THROUGH THE USE OF THE LICENSED PROGRAM, EVEN IF COMPANY HAS BEEN ADVISED OF THE POSSIBILITY OF SUCH DAMAGES, OR FOR ANY CLAIM BY ANY OTHER PERSON OR ENTITY.

Customer shall promptly inform Company of any problem with, or deficiency in, the Software. In all situations involving the performance of the Software, Company shall exercise reasonable efforts to correct defects, or, at Company's option, replace the Software.

Section 8. *Amendments and Assignments.* All Amendments to this Agreement must be made in writing, reference this Agreement and be signed and dated by an authorized person on behalf of both Customer and Company. Customer may not assign any of its rights or delegate any of its duties under this Agreement without prior written consent of Company, and any attempted assignment or delegation without such consent shall be void. Company may assign this Agreement to an affiliated Company with the consent of Customer, which consent shall not be unreasonably withheld.

Section 9. *Miscellaneous.* This Agreement and the Contract constitute the entire agreement between Customer and Company as to the subject matter hereof and there are no other agreements or understandings, express or implied, written or oral. If one or more provisions of this Agreement shall be held to be invalid, illegal or unenforceable, the validity, legality and enforceability of the remaining provisions shall not be affected or impaired thereby. This Agreement shall be governed by the laws of the State of Florida, excluding its principles of conflicts of law.

(REMAINDER OF THIS PAGE INTENTIONALLY LEFT BLANK)

The foregoing Software License Agreement is agreed to **and** accepted by:

CITY OF RIVIERA BEACH

PSD SOFTWARE LLC

BY: 
THOMAS A. MASTERS
MAYOR

BY: 
MARC KALLAOUN
OWNER

ArrEST:

BY: 
CARRIE E. WARD, MMC
CITY CLERK

APPROVED AS TO FORM AND
LEGAL SUFFICIENCY

BY:  FOR
PAMALA H. RYAN,
CITY ATIORNEY

APPROVED AS TO TERMS AND
CONDITIONS

BY: 
DEPARTMENT DIRECTOR
PAULD. WHITE
ASSISTANT CITY MANAGER

DATE: 4/25/2007

MEMORANDUM

April 18, 2007

TO: PAUL WHITE, ASSISTANT CITY MANAGER

THROUGH: BENJAMIN GUY, PURCHASING DIRECTOR

FROM: PAMELA DALEY, SENIOR PROCUREMENT SPECIALIST

RE: EVALUATION COMMITTEE RECOMMENDATION: RFP 148-06 INFORMATION TECHNOLOGY MASTER PLAN DEVELOPMENT AND IMPLEMENTATION AND RETROFIT

Request for proposals were solicited on January 28, 2007 from Professional Information Technology firms to provide proposals to develop and deploy a comprehensive Information Technology Solution based on the stated priorities identified in the City's Master Plan Assessment Matrix. The solicitation was publicly advertised in the Palm Beach Post and on the City's Internet Web Site.

Additionally, seven (7) firms were individually solicited; 398 firms were notified by Demand Star, 24 firms added themselves to the plan holders list, two (2) firms responded. On March 15 and March 28, 2007, an evaluation committee consisting of the Assistant City Manager, Purchasing Director, System Administrator, MIS Manager, Interim Assistant Finance Director and Senior Procurement Specialist convened to review and discuss the responses to the City's RFP for Information Technology Master Plan Development.

In accordance with the procurement procedures established by the City of Riviera Beach Ordinance 2412, proposals were evaluated and ranked based on the criteria established in the City's RFP which included the following considerations:

-
1. Applications
 2. Experience with development and implementation of software solutions of similar magnitude.
 3. Technical Proposal
 4. Reference
 6. Workload
-

The evaluation committee met to discuss the particulars of each of the two (2) written submittals. The committee members shared their observations and impressions and agreed that the proposal submitted by BDMP was insufficient to address the material requirements of the RFP; as such BDMP's proposal was rejected as non-responsive. Their offer was only for consultant services, while the City's RFP requested the design and implementation of software solutions.

The remaining proposal from PSD Software, LLC was scored in accordance with each committee members understanding of the evaluation criteria established in the City's public solicitation. PSD Software, LLC offered a solution with the capacity to increase the internet performance and to help increase productivity and efficiency of workflow processes.

PAGE 2:

EVALUATION COMMITTEE RECOMMENDATION: RFP 148-06, INFORMATION TECHNOLOGY MASTER PLAN DEVELOPMENT AND IMPLEMENTATIONS

The principal objective of this solicitation required an Enterprise software solution that would provide tools to assist with decision making and information dissemination internally as well as externally.

PSD Software, LLC proposed an Decision Support System solution with the capacity to interface with several of the cities legacy database software systems using an open database connectivity (DDBC) method, opposed to the proprietary method currently in use; which limits the cities ability to incorporate new technology in a cost effective method.

As an immediate benefit of PSD Software, LLC Decision Support System is it's user friendly, easy to read graphic display console that pulls all relevant data into a central application which can be tailored to individual department needs with minimal efforts. An example would be the Citizen Complaint module which is designed to track complaints and feedback from citizens, customers and businesses. The module supports multiple departments and locations, each department or division will be able to ascertain the performance of their department or division over a customer satisfaction, quality rating for city employee's customer service and gauge employees performance.

Additionally, PSD Software; software solution would migrate the City to a flexible broad base platform that would be compatible with other software. The city would also retain ownership of the source code allowing for additional modifications of the application as needed by the City at a later date. Training of the City's IT staff is included in the total cost of the proposal and provides the potential for the City to modify and develop additional software modules in-house.

Accordingly, it is the majority consensus of the evaluation committee that PSD Software, LLC of Marietta, Georgia be recommended to the City Council to provide Information Technology Development and Implementations.

COMMITTEE MEMBERS



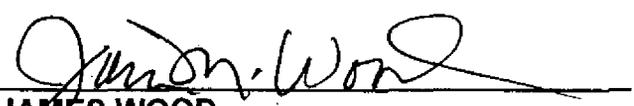
PAUL WHITE
ASSISTANT CITY MANAGER



BENJAMIN GUY
PURCHASING DIRECTOR



JEFFERY WILLIAMS
INTERIM FINANCE DIRECTOR



JAMES WOOD
SYSTEM ADMINISTRATOR



CARL CHANDLER
IS MANAGER



PAMELA DALEY
SENIOR PROCUREMENT SPECIALIST

RESOLUTION NO. 88-07

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF RIVIERA BEACH, PALM BEACH COUNTY, FLORIDA, AUTHORIZING WORK ORDER NUMBER 1 FOR THE COMPLETION PHASE I AND PHASE II OF THE INFORMATION SYSTEMS MASTER PLAN DEVELOPMENT AND IMPLEMENTATIONS AND FURTHER, AUTHORIZING THE INTERIM FINANCE DIRECTOR TO MAKE PAYMENT TO PSD LLC FOR THESE PROFESSIONAL SERVICES IN THE AMOUNT OF \$73,700 FROM THE INFORMATION SYSTEMS CAPITAL IMPROVEMENT ACCOUNT NUMBER 001-0243-513-0-6351, AND PROVIDING AN EFFECTIVE DATE.

WHEREAS, the City of Riviera Beach has contracted with PSD LLC to provide information system master plans, software and technical services for the City through the Information Systems Division; and

WHEREAS, the implementation of the information systems master planning process and software implementations will significantly improve the City's operational efficiency and enhance services to the citizens which is a high priority for the City Council; and

WHEREAS, the approval of Work Order Number 1 will provide the City an Information Systems Master Plan, Geographic Information Systems Master Plan, Web Page Master Plan, as well as software Customer Service Requests tracking system.

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

SECTION 1. That the City Council approves Work Order Number 1 from PSD LLC in the amount of \$73,700 for the implementation of Phase I and Phase II the Information Systems Master Plan Development and Technology Implementation.

SECTION 2. The Interim Finance Director is authorized to make payment for Work Order Number 1 from account number 001-0243-513-0-6351, Information Systems Capital Improvement other than building account.

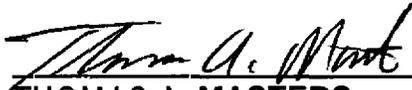
SECTION 3. That this Resolution shall take effect upon its passage and approval by City Council.

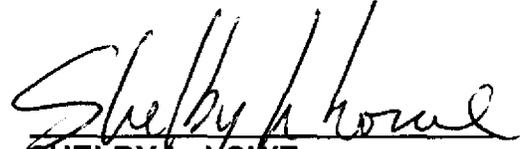
PASSED AND APPROVED this 20th day of JUDe 2007.

RESOLUTION NO. 88-07

-2-

APPROVED:


THOMAS A. MASTERS
MAYOR


SHELBY L. LOWE
CHAIRPERSON

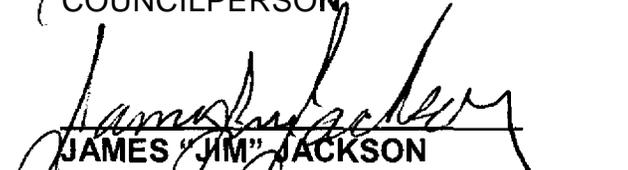
ATTEST:


CARRIE WARD,
MASTER MUNICIPAL CLERK
CITY CLERK


L. HUBBARD
CHAIR PRO TEM


NORMA DUNCOMBE
COUNCILPERSON


CEDRICK A. THOMAS
COUNCILPERSON


JAMES "JIM" JACKSON
COUNCILPERSON

MOTIONED BY: L. Hubbard

SECONDED BY: C. Thomas

S. LOWE aye

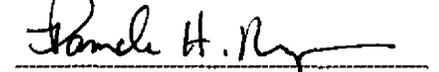
L. HUBBARD aye

C. THOMAS aye

N. DUNCOMBE aye

J. JACKSON aye

REVIEWED AS TO LEGAL SUFFICIENCY


PAMALA HANNA RYAN, CITY ATTORNEY

DATE: 5/24/07

RESOLUTION NO. 89-07

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF RIVIERA BEACH, PALM BEACH COUNTY, FLORIDA, APPROVING THE SITE PLAN APPLICATION FOR JB CHART DEVELOPMENT FOR THE CONSTRUCTION OF 14 MODULAR BUILDINGS CONSISTING OF 28 TOWNHOMES LOCATED AT 3201 AVENUE "J"; AND PROVIDING FOR AN EFFECTIVE DATE.

WHEREAS, Section 31-57, of the City of Riviera Beach Code of Ordinances establishes the requirements for Site Plan review by the City Council; and

WHEREAS, the Planning & Zoning Board met on May 24, 2007 to review the site plan application and recommended approval with conditions; and

WHEREAS, the City Council finds that the proposed site plan is consistent with the adopted City of Riviera Beach Comprehensive Plan.

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

SECTION 1. The site plan for the construction of 14 modular building located at 3201 Avenue J is approved with the following conditions:

1. Construction must be initiated within 18 months of the effective date of this resolution in accordance with Section 31-60(a), of the City Code of Ordinances.
2. All future advertising must state that the development is in the City of Riviera Beach. A fine of \$500 per day will be levied against the property owner for violation of this condition.
3. Applicant is to establish a Home Owners association (HOA) for the purpose of maintaining the landscaping and exterior *façade* of the development. HOA must be recorded with the Palm Beach County Clerk and Comptroller prior to receiving *Certificate of Occupancy*.
4. All units shall be for sale and only one unit can be sold to a *specific* owner, corporation, partnership or joint venture.

SECTION 2. This Resolution shall take effect immediately upon approval.

PASSED and APPROVED this 20th day of J_u_n_e

, 2007.

APPROVED:

James A. Mack
S A. M.

Shelby L. Lowe
SHELBY L. LOWE
CHAIRPERSON

Lynne L. Hubbard
LYNNE L. HUBBARD
CH PRO-

(MUNICIPAL SEAL)

M. Dunco
M. DUNCO
COUNCILPER ON

ATTEST:

Carrie Ward
CARRIE WARD
MASTER MUNICIPAL CLERK
CITY CLERK

A ES "J" ON
COUNCI ER

MOTIONED BY: J. Jackson

SECONDED BY: L. Hubbard

S. LOWE: aye

L. HUBBARD: aye

N. DUNCOMBE: aye

C. THOMAS: aye

J. JACKSON: aye

REVIEWED AS TO LEGAL SUFFICIENCY

Pamela Hanna Ryan
PAMALA HANNA RYAN, CITY ATTORNEY

DATE: 6/14/07