

RESOLUTION NO. 161-07

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF RIVIERA BEACH, PALM BEACH COUNTY, FLORIDA, AUTHORIZING THE PURCHASE OF SIX (6) FORD VEHICLES FOR THE CITY'S POLICE DEPARTMENT FROM DUVAL FORD OF JACKSONVILLE, FLORIDA THROUGH THE FLORIDA SHERIFFS BID #07-15-0827, AUTHORIZING FINANCE DIRECTOR TO PAY \$152,142.00 TO DUVAL FORD FROM THE MOTOR VEHICLE ACCOUNT NUMBER 001-0822-521.0-6401; AND PROVIDING AN EFFECTIVE DATE.

WHEREAS, The City wishes to purchase six (6) vehicles, as approved in the 2008 General Fund Operating Budget, from Duval Ford, through the Florida Sheriff's Bid No. 07-15-0827, to be used by various divisions within the City; and

WHEREAS, the City desires to purchase six police pursuits vehicles at a cost of \$25,357 for total cost of \$152,142.

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

SECTION 1: The City Council approves the purchase of six (6) police pursuit vehicles from Duval Ford, through the use of the Florida Sheriff's Bid No. 07-15-0827, to be used by the City's Police Department.

SECTION 2: The City Council authorizes the Finance Director to make payment in the amount of \$152,142 to Duval Ford of Jacksonville, Florida from the Motor Vehicle Account No. 001-0822-521-0-6451.

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

PASSED and APPROVED this

28

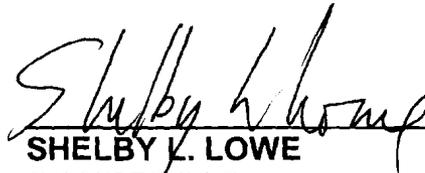
day of November, 2007.

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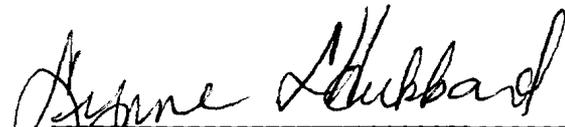
APPROVED:

  
\_\_\_\_\_  
THOMAS A. MASTERS  
MAYOR

  
\_\_\_\_\_  
SHELBY L. LOWE  
CHAIRPERSON

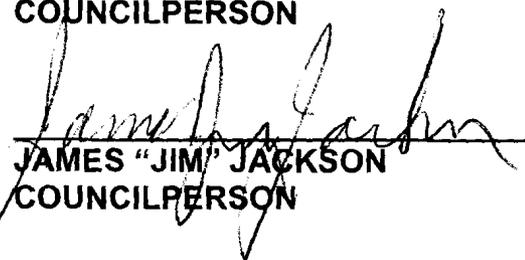
ATTEST:

  
\_\_\_\_\_  
CARRIE E. WARD,  
MASTER MUNICIPAL CLERK  
CITY CLERK

  
\_\_\_\_\_  
LYNNE L. HUBBARD  
CH. RPROTEM

  
\_\_\_\_\_  
NORMA DUNCOMBE  
COUNCILPERSON

  
\_\_\_\_\_  
CEDRICK THOMAS  
COUNCILPERSON

  
\_\_\_\_\_  
JAMES "JIM" JACKSON  
COUNCILPERSON

MOTIONED BY: C. Thomas \_\_\_\_\_

SECONDED BY: J. Jackson

S. LOWE aye

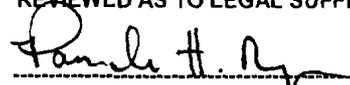
L. HUBBARD aye

C. THOMAS aye

N. DUNCOMBE aye

J. JACKSON aye

REVIEWED AS TO LEGAL SUFFICIENCY

  
\_\_\_\_\_  
PAMALA HANNA RYAN, CITY ATTORNEY

DATE: 11/19/07

RESOLUTION NO. 162-07

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF RIVIERA BEACH, PALM BEACH COUNTY, FLORIDA, APPROVING THE MAINTENANCE SERVICE AGREEMENT FOR SERVICE OF TELEPHONE EQUIPMENT AND RADIO SERVICE FOR THE FISCAL YEAR 200712008, WITH MOTOROLA COMMUNICATIONS AND ELECTRONICS, INC. (MOTOROLA), AT A TOTAL COST OF \$47,834.40, AUTHORIZING THE MAYOR AND CITY CLERK TO SIGN SAID AGREEMENT; AND AUTHORIZING PAYMENT FROM ACCOUNT NUMBER 001-0817-521-0-4601; AND PROVIDING AN EFFECTIVE DATE.

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

WHEREAS, the contract is renewed annually.

WHEREAS, Motorola has submitted a contract to continue to service and maintain the City's Radio equipment for the total sum of \$47,834.40.

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

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

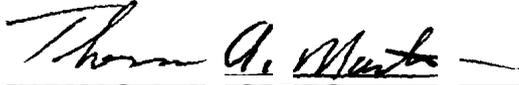
SECTION 2. The Finance Director is authorized to make monthly payments in the amount of \$3,986.20 from account number 001-0817-521-0-4601 to Motorola for maintenance of the 800 MHz trucking Radio equipment and portable radios.

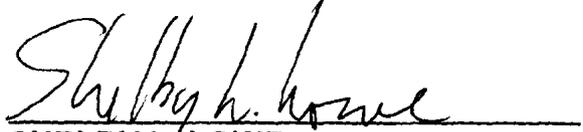
SECTION 3. This Resolution shall take effect upon its passage and adoption by City Council.

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APPROVED:

  
THOMAS A. MASTERS  
MAYOR

  
SHELBY L. LOWE  
CHAIRPERSON

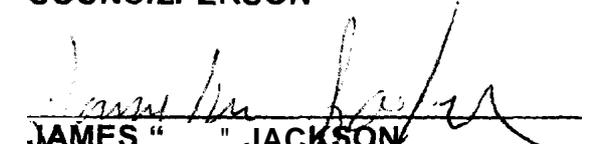
ATTEST:

 11/20/07  
CARRIE E. WARD,  
MASTER MUNICIPAL CLERK  
CITY CLERK

  
LYNNE L. HUBBARD  
CHAIR PRO TEM

  
NORMA DUNCOMBE  
COUNCILPERSON

  
CEDRICK THOMAS  
COUNCILPERSON

  
JAMES "J" JACKSON  
COUNCILPERSON

MOTIONED BY: C. Thomas

SECONDED BY: J. Jackson

S. LOWE aye

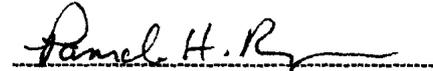
L. HUBBARD aye

C. THOMAS aye

N. DUNCOMBE aye

J. JACKSON aye

REVIEWED AS TO LEGAL SUFFICIENCY

  
PAMALA HANNA RYAN, CITY ATTORNEY

DATE: 11/20/07



Ver. 4.9 Build 1000

# SERVICE AGREEMENT

Attn: National Service Support  
1307 East Algonquin Road  
Schaumburg, IL 60196  
(800) 247-2346

Date: 9/10/2007

Agreement Order #: 0555014970603

Supersedes Agreement #(s): S00001002124, ..

Company Name: Riviera Beach, City of  
Attn:  
Billing Address: 600 West Blue Heron Blvd  
City, State, Zip: Riviera Beach, FL 33404  
Customer Contact: Assistant Chief Danny Jones  
Phone: 561-845-4131  
Fax: 561-848-0779

Required P.O.: No  
Customer #: 1035769895  
Bill to Tag #: 0003  
Contract Start Date: 10/01/2007  
Contract End Date: 09/30/2008  
Anniversary Date:  
Payment Cycle: Annually  
Tax Exempt: No  
PO#:

Qty	Model/Option	Description	Monthly Ext	Extended
		<b>Total services:</b>	\$ 3,986.20	\$ 47,834.40
	SVC01SVCII02	Dispatch service		
	SVC01SVC1220	Radio Repair Service		
	SVC01SVC1423	Local Radio Support service		
	SVC01SVC1101	Infrastructure Repair With Advanced Replacement Service		
	SVC01SVC1410	onSite Infrastructure Response Service		
	SVC02SVC0030	SP - Local Repair with onSite Response		
	SVC02SVC0003	SP - Software Subscription Agreement		

SUBTOTAL - RECURRING SERVICES		\$ 3,986.20	\$ 47,834.40
SUBTOTAL - ONE-TIME EVENT SERVICES			\$
TOTAL		\$ 3,986.20	\$ 47,834.40
TAXES		\$0.00	\$0.00
GRAND TOTAL		\$ 3,986.20	\$ 47,834.40
THIS SERVICE AMOUNT IS SUBJECT TO STATE & LOCAL TAXING JURISDICTIONS TO BE VERIFIED BY MOTOROLA			

SPECIAL INSTRUCTIONS - ATTACH STATEMENT OF WORK FOR PERFORMANCE DESCRIPTIONS

See attached list for equipment covered under contract.

*Th. J. Masters*  
*C. J. ; 12/29/07*  
Carrie Ward, City Clerk Date

SUBCONTRACTOR(S)	CITY	STATE
Motorola - SSC-eall Center Operations (D0066)	Schaumburg	IL
Motorola - Rockford-BRANDED SUBSCRIBERSICL0121	Elgin	IL
Motorola - South Florida FSO (D0I64)	Ft. Lauderdale	FL
Motorola - Infrastructure Depot Operations ID0ID0002L	Elgin	IL

I received Statements of Work that describe the services provided on this Agreement. Motorola's Service Terms & Conditions, a copy of which is attached to this Service Agreement, is incorporated herein by this reference

AUTHORIZED CUSTOMER SIGNATURE \_\_\_\_\_ TITLE \_\_\_\_\_ DATE \_\_\_\_\_  
 X Thomas Masters, Mayor  
 CUSTOMER (PRINT NAME)  
Cindee Markes  
 MOTOROLA REPRESENTATIVE (SIGNATURE) \_\_\_\_\_ TITLE \_\_\_\_\_ DATE \_\_\_\_\_  
 Cindee Markes \_\_\_\_\_ Customer Support Manager  
 MOTOROLA REPRESENTATIVE (PRINT NAME) \_\_\_\_\_ PHONE 954-723-4718 \_\_\_\_\_ DATE 954-723-4791  
 \_\_\_\_\_ FAX \_\_\_\_\_

Customer: Riviera Beach, City of

Effective: 10/1/2007

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

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

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

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

**Qty**    **Subscribers**

20    ITS2000  
125    XTS5000

## Service Terms and Conditions

Motorola, Inc., through its Commercial, Government, and Industrial Solutions Sector ("Motorola"), and the customer named in this Agreement ("Customer"), hereby agree as follows:

### Section 1 APPLICABILITY

These Service Terms and Conditions apply to service contracts whereby Motorola agrees to provide to Customer either (1) maintenance, support and/or other services under a Motorola Service Agreement, or (2) installation services under a Motorola Installation Agreement.

### Section 2 DEFINITIONS AND INTERPRETATION

2.1. "Agreement" means these Service Terms and Conditions; the cover page for the Service Agreement or the Installation Agreement, as applicable; and any other attachments, all of which are incorporated herein by this reference. In interpreting this Agreement and resolving any ambiguities, these Service Terms and Conditions will take precedence over any cover page, and the cover page will take precedence over any attachments, unless the cover page or attachment specifically states otherwise.

2.2. "Equipment" means the equipment that is specified in the attachments or is subsequently added to this Agreement.

2.3. "Services" means those installation, maintenance, support, training, and other services described in this Agreement.

### Section 3 ACCEPTANCE

Customer accepts these Service Terms and Conditions and agrees to pay the prices set forth in the Agreement. This Agreement will become binding only when accepted in writing by Motorola. The term of this Agreement will begin on the "Start Date" indicated in this Agreement.

### Section 4 SCOPE OF SERVICES

4.1. Motorola will provide the Services described in this Agreement or in a more detailed statement of **work** or other document attached to this Agreement. At Customer's request, Motorola may also provide additional services at Motorola's then-applicable rates for such services.

4.2. If Motorola is providing Services for Equipment, Motorola parts or parts of equal quality will be used; the Equipment will be serviced at levels set forth in the manufacturer's product manuals; and routine service procedures that are prescribed by Motorola will be followed.

4.3. If Customer purchases from Motorola additional equipment that becomes part of the same system as the initial Equipment, the additional equipment may be added to this Agreement and will be billed at the applicable rates after the warranty for such additional equipment expires.

4.4. All Equipment must be in good **working** order on the Start Date or when additional equipment is added to the Agreement. Upon reasonable request by Motorola, Customer will provide a complete serial and model number list of the Equipment. Customer must promptly notify Motorola in writing when any Equipment is lost, damaged, stolen or taken out of service. Customer's obligation to pay Service fees for such Equipment will terminate at the end of the month in which Motorola receives such written notice.

4.5. Customer must specifically identify any Equipment that is labeled intrinsically safe for use in hazardous environments.

4.6. If Equipment cannot, in Motorola's reasonable opinion, be properly or economically serviced for any reason, Motorola may modify the scope of Services related to such Equipment; remove such Equipment from the Agreement; or increase the price to Service such Equipment.

4.7. Customer must promptly notify Motorola of any Equipment failure. Motorola will respond to Customer's notification in a manner consistent with the level of Service purchased as indicated in this Agreement.

### Section 5 EXCLUDED SERVICES

5.1. Service excludes the repair or replacement of Equipment that has become defective or damaged from use in other than the normal, customary, intended, and authorized manner; use not in compliance with applicable industry standards; excessive wear and tear; or accident, liquids, power surges, neglect, acts of God or other force **majeure** events.

5.2. Unless specifically included in this Agreement, Service excludes items that are consumed in the normal operation of the Equipment, such as batteries or magnetic tapes; upgrading or reprogramming Equipment; accessories, belt clips, battery chargers, custom or special products, modified units, or software; and repair or maintenance of any transmission

line, antenna, microwave equipment, tower or tower lighting, duplexer, combiner, or multicoupler. Motorola has no obligations for any transmission medium, such as telephone lines, computer networks, the internet or the worldwide web, or for Equipment malfunction caused by such transmission medium.

#### Section 6 TIME AND PLACE OF SERVICE

Service will be provided at the location specified in this Agreement. When Motorola performs service at Customer's location, Customer will provide Motorola, at no charge, a **non-hazardous** work environment with adequate shelter, heat, light, and power and with full and free access to the Equipment. Waivers of liability from Motorola or its subcontractors will not be imposed as a site access requirement. Customer will provide all information pertaining to the hardware and software elements of any system with which the Equipment is interfacing so that Motorola may perform its Services. Unless otherwise stated in this Agreement, the hours of Service will be 8:30 a.m. to 4:30 p.m., local time, excluding weekends and holidays. Unless otherwise stated in this Agreement, the price for the Services exclude any charges or expenses associated with helicopter or other unusual access requirements; if these charges or expenses are reasonably incurred by Motorola in rendering the Services, Customer agrees to reimburse Motorola for such charges and expenses.

#### Section 7 CUSTOMER CONTACT

Customer will provide Motorola with designated points of contact (list of names and phone numbers) that will be available twenty-four (24) hours per day, seven (7) days per week, and an escalation procedure to enable Customer's personnel to maintain contact, as needed, with Motorola.

#### Section 8 PAYMENT

Unless alternative payment terms are specifically stated in this Agreement, Motorola will invoice Customer in advance for each payment period. All other charges will be billed monthly, and Customer must pay each invoice in U.S. dollars within twenty (20) days of the invoice date. Customer agrees to reimburse Motorola for all property taxes, sales and use taxes, excise taxes, and other taxes or assessments levied as a result of Services rendered under this Agreement (except income, profit, and franchise taxes of Motorola) by any governmental entity.

#### Section 9 WARRANTY

Motorola warrants that its Services under this Agreement will be free of defects in materials and workmanship for a period of ninety (90) days from the date the performance of the Services are completed. In the event of a breach of this warranty, Customer's sole remedy is to require Motorola to re-perform the non-conforming Service or to refund, on a pro-rata basis, the fees paid for the non-conforming Service. **MOTOROLA DISCLAIMS ALL OTHER WARRANTIES, EXPRESS OR IMPLIED, INCLUDING THE IMPLIED WARRANTIES OF MERCHANTABILITY AND FITNESS FOR A PARTICULAR PURPOSE.**

#### Section 10 DEFAULT/TERMINATION

10.1. If either party defaults in the performance of this Agreement, the other party will give to the non-performing party a written and detailed notice of the default. The non-performing party will have thirty (30) days thereafter to provide a written plan to cure the default that is acceptable to the other party and begin implementing the cure plan immediately after plan approval. If the non-performing party fails to provide or implement the cure plan, then the injured party, in addition to any other rights available to it under law, may immediately terminate this Agreement effective upon giving a written notice of termination to the defaulting party.

10.2. Any termination of this Agreement will not relieve either party of obligations previously incurred pursuant to this Agreement, including payments which may be due and owing at the time of termination. All sums owed by Customer to Motorola will become due and payable immediately upon termination of this Agreement. Upon the effective date of termination, Motorola will have no further obligation to provide Services.

#### Section 11 LIMITATION OF LIABILITY

This limitation of liability provision shall apply notwithstanding any contrary provision in this Agreement. Except for personal injury or death, Motorola's total liability, whether for breach of contract, warranty, negligence, strict liability in tort, or otherwise, will be limited to the direct damages recoverable under law, but not to exceed the price of twelve (12) months of Service provided under this Agreement. **ALTHOUGH THE PARTIES ACKNOWLEDGE THE POSSIBILITY OF SUCH LOSSES OR DAMAGES, THEY AGREE THAT MOTOROLA WILL NOT BE LIABLE FOR ANY COMMERCIAL LOSS; INCONVENIENCE; LOSS OF USE, TIME, DATA, GOOD WILL, REVENUES, PROFITS OR SAVINGS; OR OTHER SPECIAL, INCIDENTAL, INDIRECT, OR CONSEQUENTIAL DAMAGES IN ANY WAY RELATED TO OR ARISING FROM THIS AGREEMENT OR THE PERFORMANCE OF SERVICES BY MOTOROLA PURSUANT TO THIS AGREEMENT.** No action for breach of this Agreement or otherwise relating to the transactions contemplated by this Agreement may be brought more than one (1) year after the accrual of such cause of action, except for money due upon an open account. This limitation of liability will survive the expiration or termination of this Agreement.

#### Section 12 EXCLUSIVE TERMS AND CONDITIONS

12.1. This Agreement supersedes all prior and concurrent agreements and understandings between the parties, whether

written or oral, related to the Services, and there are no agreements or representations concerning the subject matter of this Agreement except for those expressed herein. The Agreement may not be amended or modified except by a written agreement signed by authorized representatives of both parties.

12.2. Customer agrees to reference this Agreement on any purchase order issued in furtherance of this Agreement, however, an omission of the reference to this Agreement shall not affect its applicability. In no event shall either party be bound by any terms contained in a Customer purchase order, acknowledgement, or other writings unless: (i) such purchase order, acknowledgement, or other writings specifically refer to this Agreement; (ii) clearly indicate the intention of both parties to override and modify this Agreement; and (iii) such purchase order, acknowledgement, or other writings are signed by authorized representatives of both parties.

### Section 13 PROPRIETARY INFORMATION; CONFIDENTIALITY; INTELLECTUAL PROPERTY RIGHTS

13.1. Any information or data in the form of specifications, drawings, reprints, technical information or otherwise furnished to Customer under this Agreement will remain Motorola's property, will be deemed proprietary, will be kept confidential, and will be promptly returned at Motorola's request. Customer may not disclose, without Motorola's written permission or as required by law, any such information or data to any person, or use such information or data itself for any purpose other than performing its obligations under this Agreement. The obligations set forth in this Section will survive the expiration or termination of this Agreement.

13.2. Unless otherwise agreed in writing, no commercial, financial or technical information disclosed in any manner or at any time by Customer to Motorola will be deemed secret or confidential. Motorola will have no obligation to provide Customer with access to its confidential and proprietary information, including cost and pricing data.

13.3. This Agreement does not grant directly or by implication, estoppel, or otherwise, any ownership right or license under any Motorola patent, copyright, trade secret, or other intellectual property including any intellectual property created as a result of or related to the Equipment sold or Services performed under this Agreement.

### Section 14 FCC LICENSES AND OTHER AUTHORIZATIONS

Customer is solely responsible for obtaining licenses or other authorizations required by the Federal Communications Commission or any other federal, state, or local government agency and for complying with all rules and regulations required by such agencies. Neither Motorola nor any of its employees is an agent or representative of Customer in any governmental matters.

### Section 15 COVENANT NOT TO EMPLOY

During the term of this Agreement and continuing for a period of two (2) years thereafter, Customer will not hire, engage on contract, solicit the employment of, or recommend employment to any third party of any employee of Motorola or its subcontractors without the prior written authorization of Motorola. This provision applies only to those employees of Motorola or its subcontractors who are responsible for rendering services under this Agreement. If this provision is found to be overly broad under applicable law, it shall be modified as necessary to conform to such law.

### Section 16 MATERIALS, TOOLS AND EQUIPMENT

All tools, equipment, dies, gauges, models, drawings or other materials paid for or furnished by Motorola for the purpose of this Agreement will be and remain the sole property of Motorola. Customer will safeguard all such property while it is in Customer's custody or control, be liable for any loss or damage to such property, and return it to Motorola upon request. Such property will be held by Customer for Motorola's use without charge and may be removed from Customer's premises by Motorola at any time without restriction.

### Section 17 GENERAL TERMS

17.1. If any court renders any portion of this Agreement unenforceable, the remaining terms will continue in full force and effect.

17.2. This Agreement and the rights and duties of the parties will be governed and interpreted in accordance with the laws of the State in which the Services are performed.

17.3. Failure to exercise any right will not operate as a waiver of that right, power, or privilege.

17.4. Neither party is liable for delays or lack of performance resulting from any causes such as strikes, material shortages, or acts of God that are beyond that party's reasonable control.

17.5. Motorola may assign its rights and obligations, and may subcontract any portion of its performance, under this Agreement.

17.6. THIS AGREEMENT WILL RENEW, FOR AN ADDITIONAL ONE (1) YEAR TERM, ON EVERY ANNIVERSARY OF THE START DATE UNLESS EITHER THE COVER PAGE SPECIFICALLY STATES A TERMINATION DATE OR ONE

PARTY NOTIFIES THE OTHER IN WRITING OF ITS INTENTION TO DISCONTINUE THE AGREEMENT NOT LESS THAN THIRTY (30) DAYS OF THAT ANNIVERSARY DATE. At the anniversary date, Motorola may adjust the price of the Services to reflect its current rates.

17.7. If Motorola provides Services after the termination or expiration of this Agreement, the terms and conditions in effect at the time of the termination or expiration will apply to those Services and Customer agrees to pay for such services on a time and materials basis at Motorola's then effective hourly rates.-

# Statement of Work

## OnSite Infrastructure Response and Dispatch Service

### 1.0 Description of Services

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

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

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

### 2.0 Motorola has the following responsibilities:

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

### 3.0 Customer has the following responsibilities:

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



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

**Severity Definitions Table**

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

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

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

## Statement of Work

### Infrastructure Repair with Advanced Replacement

#### 1.0 Description of Services

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

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

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

#### 2.0 Motorola has the following responsibilities:

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

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



Console Only Infrastructure Exhibit	Inclusions, Exclusions and Notes for Infrastructure
Card Cages	Included
Central Electronics Bank(s) (CEB)	Includes Logging Recorder Interface and Network Hub. Includes Base Interface Module (BIM), Console Operator Interface Module (COIM), a erator Interface Module (aMI).
Computer(s)	Includes computers (pentium I, II, III, IV) directly interface with CEB. Includes keyboards, mice and trackballs. Excludes laptop computers and all 286, 386, 486 computers. Excludes defective or phosphor-burned cathode ray tubes CRT(s) and burned-in flat panel displays image retention.
Console(s)	Includes consoles (Centracom II, Centracom Gold Classic, Centracom Gold Elite, Commandstar and Commandstar Lite) Includes headset jacks, dual footswitches, gooseneck microphones and Console Interface Electronics (CIE). Excludes Centracom I.
<u>Dictaphones and Recording Equipment</u> Microwave Equipment.	Excludes all es and models. Excluded from service agreement but may be repaired on an above contract, time and material basis. All Equipment must be shipped to IDA. Excludes on-site services.
Monitor(s)	Includes all monitors connected to computers that directly interface with the CEB. Includes flat panel displays and touch screen monitors. Excludes defective or phosphor-burned cathode ray tubes CRT(s) and burned-in flat panel displays image retention.
Site Frequency Standard(s)	Includes Netclocks systems
UPS Systems.	Excluded from service agreements but may be repaired on an above contract, time and material basis. All UPS Systems must be shipped to IDO for repair. Excludes anyon-site services. Excludes all batteries.



# Statement of Work

## Infrastructure Repair with Advanced Replacement

### 1.0 Description of Services

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

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

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

### 2.0 Motorola has the following responsibilities:

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

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



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

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

## Statement of Work

### Software Subscription Consoles Only

#### 1.0 Description of Service

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

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

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

#### Exclusions

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

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

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

#### 2.0 Motorola has the following responsibilities:

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

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



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

## Statement of Work

### Radio Repair

#### 1.0 Description

Radio Repair provides component level service for the Equipment that is specifically named in the applicable agreement to which this Statement of Work (SOW) is attached or any of the agreement's subsequent revisions. Services are performed at the Radio Support Center (RSC) or Federal Technical Support Center.

In addition to Equipment specifically named in the applicable agreement to which this Statement of Work is attached, Radio Repair includes service on standard mobile palm microphones and single mobile control heads provided that they are required for normal operation of the Equipment and are included at the point of manufacture. Additional mobile control heads are covered only with purchase of the applicable service option.

Radio Repair excludes repairs to: optional accessories; non-standard mobile microphones; iDEN accessories; iDEN mobile microphones; portable remote speaker microphones; optional or additional control heads; mobile external speakers; single and multiple unit portable chargers; batteries; mobile power and antenna cables; mobile antennas; portable antennas, and power supplies. Optional accessories are serviced individually and are not part of the Radio Repair. Engraving service is not covered under standard Radio Repair. New Equipment purchases will only be added upon Customer request.

The terms and conditions of this Statement of Work are an integral part of the Motorola service agreement or other applicable agreement to which it is attached and made a part thereof by this reference. If there are any inconsistencies between the provisions of the Motorola service agreement or other applicable agreement and this Statement of Work, the provisions of this Statement of Work shall prevail.

#### 2.0 Motorola has the following responsibilities:

- 2.1 Test and Restore the Equipment to Motorola factory specifications, including Factory Mutual (FM), and Mine Hazard Safety Association (MHSA).
- 2.2 Reprogram Equipment to original operating parameters based on the Customer template, if retrievable, or from a Customer supplied backup diskette. If the Customer template is not usable, a generic template or code plug utilizing the latest Radio Service Software (RSS) or Customer Programming Software (CPS) version for that Equipment will be used. The Equipment will require additional programming by the Customer to restore the original template. All Firmware is upgraded to the latest release for each individual product line.
- 2.3 Clean external housing of the Equipment. External components of unit will only be replaced when functionality has been diminished.
- 2.4 Pay the outbound freight charges for next day shipping. Motorola will pay the inbound freight charges if the Customer uses the Motorola designated delivery service.
- 2.5 Provide Customer with the Motorola repair request form and Inventory Adjustment Form (IAF).
- 2.6 Perform covered services as requested by Customer on the Motorola repair request form.
- 2.7 Process inventory adjustment requests received by email or fax from Customer. If the request is received by email, Motorola will email an acknowledgement to the sender.
- 2.8 If applicable, notify Customer of changes in Motorola designated inventory adjustment email address or fax number.

#### 3.0 Customer has the following Responsibilities:

- 3.1 Supply Motorola complete and accurate serial numbers and model description.
- 3.2 Utilize the Motorola designated delivery service program to obtain Motorola payment for inbound shipping.
- 3.3 Access the Motorola repair request form and Inventory Adjustment Form (IAF) through Motorola On Line.



- 3.4 Initiate service request via Motorola On Line or complete a Motorola repair request form with contract number referenced, and submit it with each unit of Equipment sent in for service. Mobile control heads or accessory items sent in must reference the serial number of the main unit.
- 3.5 If desired, supply Motorola with a 3.5" backup diskette with the Software template or programming in order to assist in returning the Equipment to original operating parameters. This step must be completed for Equipment that will not power up. If applicable, record the current flashcode for each radio.
- 3.6 If Motorola must utilize a generic template or code plug to Restore Equipment to operating condition, Customer is responsible for any programming required to Restore Equipment to desired parameters.
- 3.7 Provide a signed or emailed Motorola Inventory Adjustment Form (IAF) for all Equipment additions.



# Statement of Work

## Local Radio Support

### 1.0 Description of Service

Local Radio Support provides an operational check of Equipment that is specifically named in the applicable Agreement to which this Statement of Work is attached. An operational check is an analysis of the Equipment to identify external or internal defects.

If the Equipment has an external defect, or can be Restored without opening the radio case, the Equipment will be Restored and returned to Customer. If the Equipment has an internal defect, or is not serviceable without opening the radio case, then the Equipment will require additional service provided by the Servicer and not described in this Statement of Work.

Local Radio Support includes service on standard palm microphones and single mobile control heads, provided that they are required for normal operation of the two-way mobile and are included at the point of manufacture. Local Radio Support excludes repairs to: optional accessories; IDEN accessories; IDEN mobile microphones; non-standard mobile microphones, mobile external speakers; optional or additional control heads, single and multiple unit portable chargers; batteries, mobile antennas; mobile power & antenna cables and power supplies.

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

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

### 2.0 Motorola has the following responsibilities:

- 2.1 Service to be performed at the Servicer facility during Standard Business Days.
- 2.2 Perform an operational check on Equipment to determine the nature of the problem.
- 2.3 Remove/reinstall mobile or data Equipment from/to vehicle as needed for servicing.

### 3.0 Customer has the following responsibilities:

- 3.1 Deliver and pick up Equipment to/from the Servicer facility.
- 3.2 Inform Servicer of description of problem for Equipment brought in for service.
- 3.3 Cooperate with Motorola and perform all acts that are reasonable or necessary to enable Motorola to provide the Local Radio Support service to Customer.

## Statement of Work

### Local Radio Support

#### OnSite Option - Pick & Delivery

##### 1.0 Description of Service

For the OnSite Option ("Option"), equipment will be picked up from and delivered to the Customer's location, within a designated radius of the Service facility. Schedule pickups will be mutually agreed upon and outlined in the Customer Support Plan.

The OnSite Option of Local Radio Support SOW covers Equipment that is specifically named in the applicable Agreement to which this Statement of Work is attached

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

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

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

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

## Statement of Work

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

#### 1.0 Description of Services

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

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

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

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

#### 3.0 Customer has the following responsibilities:

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

RESOLUTION NO. 163-07

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF RIVIERA BEACH, PALM BEACH COUNTY, FLORIDA, AUTHORIZING THE SALE AND TRANSFER OF RETIRED K-9 POLICE DOG "CONAN" IN THE AMOUNT OF \$1.00 AND AUTHORIZING THE MAYOR AND CITY CLERK TO EXECUTE; AND PROVIDING AN EFFECTIVE DATE.

WHEREAS, K-9 Conan, a 9 year old Malinois dog, served the Riviera Beach Police Department with distinction; and

WHEREAS, K-9 Conan shall be retired from service as a member of the Riviera Beach Police Department; and

WHEREAS, K-9 Conan shall be removed from the inventory of the Police Department by sale and transfer of ownership; and

WHEREAS, the City Council accepts the recommendation of staff and approve the retirement and transfer of this City Property.

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

SECTION 1. The City Council authorizes the sale and transfer of City property, specifically, one Malinois dog known as "Conan".

SECTION 2. The City Council accepts the terms and condition as promulgated in the Bill of Sale, which is attached hereto and made a part of the resolution.

SECTION 3. The City Council authorizes execution of the Bill of Sale transferring ownership, care maintenance and all obligations associated with K-9 Conan.

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

PASSED and APPROVED this 28 day of November, 2007.

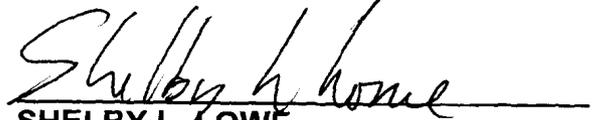
RESOLUTION NO. 163-07

PAGE: 2

APPROVED:



THOMAS A. MASTERS  
MAYOR



SHELBY L. LOWE  
CHAIRPERSON

ATTEST:



CARRIE E. WARD,  
MASTER MUNICIPAL CLERK  
CITY CLERK



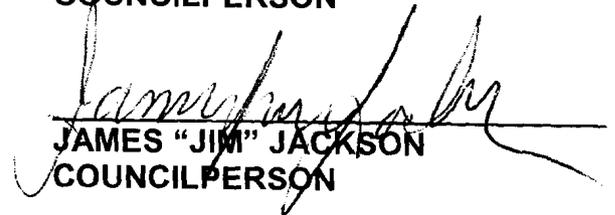
LYNNE L. HUBBARD  
CHAIR PRO TEM



NORMA DUNCOMBE  
COUNCILPERSON



CEDRICK THOMAS  
COUNCILPERSON



JAMES "JIM" JACKSON  
COUNCILPERSON

MOTIONED BY: J. Jackson

SECONDED BY: C. Thomas

S. LOWE aye

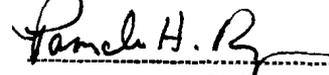
L. HUBBARD aye

C. THOMAS aye

N. DUNCOMBE aye

J. JACKSON aye

REVIEWED AS TO LEGAL SUFFICIENCY



PAMALA HANNA RYAN, CITY ATTORNEY

DATE: 11/19/07

BILL OF SALE

This BILL OF SALE executed this ~~28<sup>th</sup> day of September~~, <sup>NOVEMBER,</sup> 2007, by the City of Riviera Beach, Palm Beach County, Florida, a municipal corporation of the State of Florida, hereinafter referred to as "the City" for and in consideration of the sum of one dollar (\$1.00) and other good and valuable consideration, in hand, paid to the City, the receipt of which is hereby acknowledged, hereby sells, transfers, and conveys to Peter Modica, a Sergeant with the City, hereinafter referred to as Sergeant's one Malinois dog named "Conan" of Tan and black in color, hereinafter referred to as "the dog."

The City further agrees to transfer to Sergeant, copies of any and all documents pertaining to the dog.

The City covenants with Sergeant that the City is the lawful owner of said dog, and that the dog is free from all liens, encumbrances, claims, demands, and charges.

Sergeant understands and acknowledges that the dog was used in the K-9 unit and specially trained for drug detection and other related criminal activity. Sergeant agrees to accept the dog in an "as is" condition. From the date of this sale, Sergeant accepts sole responsibility for the actions of the dog.

[The remainder of page intentionally left blank]

IN WITNESS WHEREOF, the parties have hereto set their hands and seal  
the day and year written above.

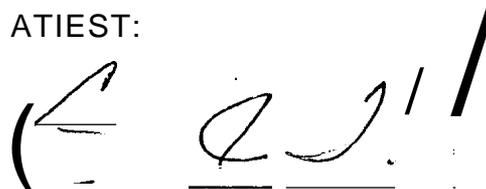
SIGNED, SEALED AND DELIVERED in our presence:

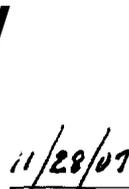
  
BUYER: SERGEANT PETER MODICA:

CITY OF RIVIERA BEACH

  
THOMAS A. MASTERS  
MAYOR

WITNESSES:

  
CARRIE E. WARD, MMC  
CITY CLERK



RESOLUTION NO. 164-07

DELETED NOVEMBER 28, 2007

DELETED NOVEMBER 28, 2007

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF RIVIERA BEACH, PALM BEACH COUNTY, FLORIDA, AUTHORIZING THE SALE AND TRANSFER OF RETIRED K-9 POLICE DOG "MAX" IN THE AMOUNT OF \$1.00 AND AUTHORIZING THE MAYOR AND CITY CLERK TO EXECUTE; AND PROVIDING AN EFFECTIVE DATE.

WHEREAS, K-9 Max, a 10 year old German Shepard dog, served the Riviera Beach Police Department with distinction; and

WHEREAS, K-9 Max shall be retired from service as a member of the Riviera Beach Police Department; and

WHEREAS, K-9 Max shall be removed from the inventory of the Police Department by sale and transfer of ownership; and

WHEREAS, the City Council accepts the recommendation of staff and approve the retirement and transfer of this City Property.

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

SECTION 1. The City Council authorizes the sale and transfer of City property, specifically, one German Shepard dog known as "Max".

SECTION 2. The City Council accepts the terms and condition as promulgated in the Bill of Sale, which is attached hereto and made a part of the resolution.

SECTION 3. The City Council authorizes execution of the Bill of Sale transferring ownership, care maintenance and all obligations associated with K-9 Max.

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

PASSED and APPROVED this 28 day of November, 2007.

DELETED NOVEMBER 28, 2007

DELETED NOVEMBER 28, 2007

RESOLUTION NO. \_\_\_\_\_  
PAGE: 2

APPROVED:

Thomas A. Mote

Shelby L. Lowe  
**SHELBY L. LOWE**  
**CHAIRPERSON**

ATTEST:

C. 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: \_\_\_\_\_

SECONDED BY: \_\_\_\_\_

S. LOWE \_\_\_\_\_

L. HUBBARD \_\_\_\_\_

C. THOMAS \_\_\_\_\_

N. DUNCOMBE \_\_\_\_\_

J. JACKSON \_\_\_\_\_

REVIEWED AS TO LEGAL SUFFICIENCY

Pamela Hanna Ryan  
**PAMALA HANNA RYAN** CITY ATTORNEY

DATE: 11/19/07

RESOLUTION NO. 165-07

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF RIVIERA BEACH, PALM BEACH COUNTY, FLORIDA, AUTHORIZING THE FINANCE DIRECTOR TO APPROPRIATE THE FUND BALANCE IN THE LAW ENFORCEMENT TRUST FUND IN THE AMOUNT OF \$11,000 TO FUND THE POLICE DEPARTMENT'S HOLIDAY SEASON CRIME PREVENTION AND TASK FORCE PROGRAM; AND PROVIDING AN EFFECTIVE DATE.

**WHEREAS**, the Police Department seeks funding to implement a major holiday season crime prevention initiative; and

**WHEREAS**, the Police Department recognizes that the holiday season has historically provided a target-rich environment for would-be criminals and criminal activity; and

**WHEREAS**, the Police Chief seeks to implement law enforcement efforts designed to prevent crime and disrupt potential criminal activity; and;

**WHEREAS**, this request is consistent with the provisions of Florida State Statute 932.7055.

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

**SECTION 1:** The City Council approves the Holiday Crime Prevention initiative as set forth by the Police Department, and said deployment shall continue until January 2, 2008.

**SECTION 2:** The City Council authorizes the Finance Director to appropriate the fund balance from the Law Enforcement Trust Fund for this expenditure as follows:

<u>Account Number</u>	<u>Description</u>	<u>Amount</u>
150-0817-521-2-1203	LETf - Overtime	\$8,000
150-0817-521-2-4404	LETf - Rent/Lease M.v.	\$1,500
<u>150-0817-521-2-5201</u>	<u>LETf - Operating Supplies/Gen.</u>	<u>\$1,500</u>
	Total	\$11,000

RESOLUTION NO. 165-07

PAGE 2

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

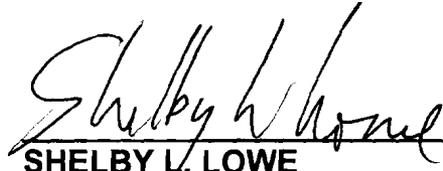
PASSED and APPROVED this 28 day of November, 2007.

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RESOLUTION NO. 165-07  
PAGE 3

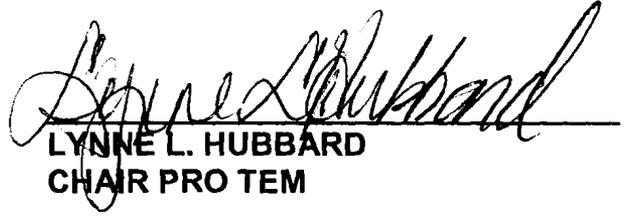
APPROVED:

  
THOMAS A. MASTERS  
MAYOR

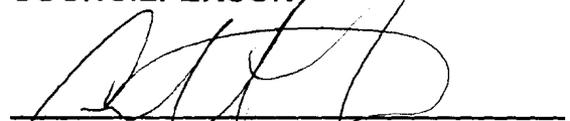
  
SHELBY L. LOWE  
CHAIRPERSON

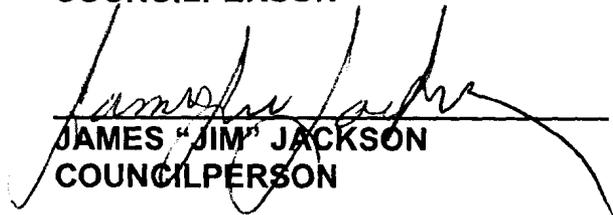
ATTEST:

  
CARRIE E. WARD,  
MASTER MUNICIPAL CLERK  
CITY CLERK

  
LYNNE L. HUBBARD  
CHAIR PRO TEM

  
NORMA DUNCOMBE  
COUNCILPERSON

  
CEDRICK THOMAS  
COUNCILPERSON

  
JAMES "JIM" JACKSON  
COUNCILPERSON

MOTIONED BY: C. THOMAS

SECONDED BY: J. JACKSON

S. LOWE AYE

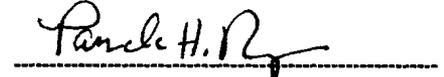
I. HUBBARD AYE

C. THOMAS AYE

N. DUNCOMBE AYE

J. JACKSON AYE

REVIEWED AS TO LEGAL SUFFICIENCY

  
PAMALA HANNA RYAN, CITY ATTORNEY

DATE: 11/19/07

RESOLUTION NO. 166-07

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF RIVIERA BEACH, PALM BEACH COUNTY, FLORIDA, AUTHORIZING THE EXECUTION OF A JOINT PARTICIPATION AGREEMENT (JPA) WITH THE FLORIDA DEPARTMENT OF TRANSPORTATION (FOOT) FOR REIMBURSEMENT OF EXPENSES FOR DEBRIS REMOVAL AND MONITORING FOLLOWING HURRICANE WILMA ON FEDERAL AID ROADS WITHIN THE CITY OF RIVIERA BEACH.

WHEREAS, the City of Riviera Beach has incurred certain costs and expenses on thoroughfares designated as federal aid roads as a direct result of Hurricane Wilma; and

WHEREAS, it has been determined that debris removal and monitoring costs for the restoration of federal aid roads are eligible for reimbursement up to 100% from the Federal Highway Administration (FHWA) as a result of Executive Order 05-176, dated October 19, 2005 for Hurricane Wilma authorizing funding to be provided to the FOOT for relief from the damage inflicted by said storm; and

WHEREAS, the City of Riviera Beach has submitted a request for reimbursement to the FOOT in the amount of \$55,279.53.

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

SECTION 1: The City Manager is authorized to execute the attached Joint Participation Agreement referred to as "Emergency Local Government Relief Reimbursement Agreement" on behalf of the City of Riviera Beach with the Florida Department of Transportation (FOOT), administrator of the FHWA Emergency Relief Program funds, in the amount of \$55,279.53. The services authorized by FHWA are described in the Detailed Damage Inspection Report attached hereto and made a part hereof

SECTION 2: This Resolution shall take effect immediately upon its passage and approval.

PASSED AND APPROVED this 28 day of November, 2007.

APPROVED:

Thomas A. Masters

THOMAS A. MASTERS  
MAYOR

Shelby L. Lowe

SHELBY L. LOWE  
CHAIRPERSON

ATTEST:

[Signature]

Lynne L. Hubbard

LYNNE L. HUBBARD  
CHAIR PRO TEM

Norma Duncombe

NORMA DUNCOMBE  
COUNCILPERSON

[Signature]

CEDRICK THOMAS  
COUNCILPERSON

James "Jim" Jackson

JAMES "JIM" JACKSON  
COUNCILPERSON

MOTIONED BY: C. THOMAS \_\_\_\_\_

SECONDED BY: J. JACKSON

S. IOWE \_\_\_\_\_ AYE

L. HUBBARD \_\_\_\_\_ AYE

C. THOMAS \_\_\_\_\_ AYE

N. DUNCOMBE \_\_\_\_\_ AYE

J. JACKSON \_\_\_\_\_ AYE

REVIEWED AS TO LEGAL SUFFICIENCY

Pamela H. Ryan

PAMALA HANNA RYAN, CITY ATTORNEY

DATE: 11/20/07

TABLED  
NOVEMBER 28, 2007

RESOLUTION NO. 167-07

TABLED  
NOVEMBER 28, 2007

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF RIVIERA BEACH, PALM BEACH COUNTY, FLORIDA, AUTHORIZING THE MAYOR AND CITY CLERK TO EXECUTE AN AGREEMENT BETWEEN THE CITY OF RIVIERA BEACH AND RESOURCE GROUP N.A. TO PROVIDE LOBBYIST REPRESENTATION AT THE STATE LEVEL ON BEHALF OF THE CITY OF RIVIERA BEACH; COMPENSATION SHALL BE \$2,500.00 PER MONTH FOR THE PERIOD OCTOBER 1, 2007 THROUGH SEPTEMBER 30, 2008; THE SAME TO BE PAID FROM THE PROFESSIONAL SERVICES - OTHER, ACCOUNT NO. 001-0203-5190-3106.

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

Section 1. That the Mayor and City Clerk are hereby authorized to execute an Agreement between the City of Riviera Beach and Resource Group N.A., to provide lobbyist representation at the state level on behalf of the City of Riviera Beach.

Section 2. That compensation shall be \$2,500.00 per month for the period of October 1, 2007 through September 30, 2008, and the same is to be paid from the Professional Services - Other, Account No. 001-0203-5190-3106.

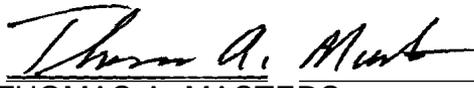
Section 3. This Resolution shall take effect immediately upon passage and adoption by the City Council.

PASSED and ADOPTED this 28 day of November, 2007.

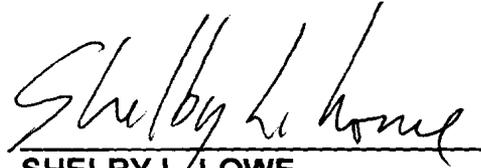
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TABLED NOVEMBER 28, 2007

APPROVED:



THOMAS A. MASTERS  
MAYOR



SHELBY L. LOWE  
CHAIRPERSON

ATTEST:



CARRIE E. WARD,  
MASTER MUNICIPAL CLERK  
CITY CLERK



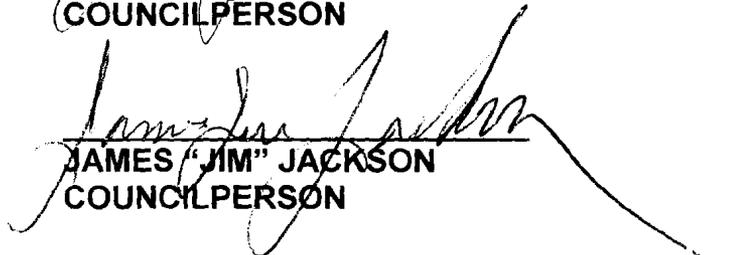
LYNNE L. HUBBARD  
CHAIR PRO TEM



NORMA DUNCOMBE  
COUNCILPERSON



CEDRICK THOMAS  
COUNCILPERSON



JAMES "JIM" JACKSON  
COUNCILPERSON

MOTIONED BY: \_\_\_\_\_

SECONDED BY: \_\_\_\_\_

S. LOWE \_\_\_\_\_

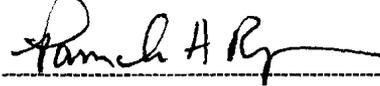
L. HUBBARD \_\_\_\_\_

C. THOMAS \_\_\_\_\_

N. DUNCOMBE \_\_\_\_\_

J. JACKSON \_\_\_\_\_

REVIEWED AS TO LEGAL SUFFICIENCY



PAMALA HANNA RYAN, CITY ATTORNEY

10/31/07

RESOLUTION NO. 168-07

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF RIVIERA BEACH, PALM BEACH COUNTY FLORIDA, AUTHORIZING THE CITY MANAGER TO CONDUCT THE 8<sup>TH</sup> ANNUAL CITY OF RIVIERA BEACH MUSIC FESTIVAL ON THE MUNICIPAL BEACH, APRIL 11<sup>TH</sup> THROUGH APRIL 13, 2008, AND DIRECTING THE INTERIM FINANCE DIRECTOR TO APPROPRIATE AND TRANSFER \$369,150 TO THE JAZZ FESTIVAL FUND AND ESTABLISH A BUDGET FOR THE 2008 CITY OF RIVIERA BEACH 8<sup>TH</sup> ANNUAL MUSIC FESTIVAL IN THE AMOUNT OF \$723,950; AND PROVIDING AN EFFECTIVE DATE.

WHEREAS, the City of Riviera Beach endeavors to continue fostering events that positively impact the City's image, unifies the residents and promotes cultural, educational and entertainment programming; and

WHEREAS, the 8<sup>th</sup> Annual Riviera Beach Music Festival is being planned by the City Manager on the Municipal Beach, April 11<sup>th</sup>, 12<sup>th</sup> and 13, 2008; and

WHEREAS, the Music Festival will be a ticketed event and vendors desiring to participate will be charged an event fee; and

WHEREAS, the Music Festival requires staff support from Police, Fire, Public Works, Park and Recreation, Special Events and Waste Management; and

WHEREAS, the Music Festival funding is not to exceed \$723,950.

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

SECTION 1. That the City Manager is authorized to conduct the 8<sup>th</sup> Annual City of Riviera Beach Music Festival on the Municipal Beach.

SECTION 2. That the Interim Finance Director is hereby directed to appropriate and transfer General Fund Fund Balance in the amount of \$369,150 to the Jazz Festival Fund and establish a budget for the 2008 City of Riviera Beach 8<sup>th</sup> Annual Music Festival as follows:

135-00-347401	TICKET SALES-JAZZ	\$66,000
135-00-347402	ADVANCED TICKET SALES JAZZ	\$45,000
135-00-347403	PARKING FEES-JAZZ	\$ 2,300
135-00-347404	VENDOR BOOTH SALES-JAZZ	\$40,000
135-00-347405	SPONSORSHIPS-JAZZ	\$200,000

RESOLUTION NO. 168-07

-2-

135-00-347406	SOUVENIR SALES-JAZZ	\$ 1,500
135-00-381001	TRANSFER FRM GENERAL FUND	<u>\$369,150</u>
		\$723,950
135-0202-572-0-1203	OVERTIME	\$43,050
135-0202-572-0-3409	PROF SERV-ENTERTAINMENT FEE	\$370,000
135-0202-572-0-3410	PROF SERV-EVENT SALARIES	\$ 35,500
135-0202-572-0-3411	PROF SERV-SECURITY	\$ 8,900
135-0202-572-0-4405	STAGE SOUND, LIGHT SUPPORT	\$90,000
135-0202-572-0-4904	ADVERTISING/MARKETING	\$90,000
135-0202-572-0-5201	OPER. SUPPLIES-GENERAL	<u>\$86,500</u>
		\$723,950

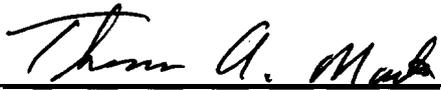
SECTION 3. This Resolution shall take effect immediately upon its passage and approval by the City Council.

PASSED AND APPROVED this 28 day of November, 2007.

RESOLUTION NO. 168-07

-3-

APPROVED:



THOMAS A. MASTERS  
MAYOR



SHELBY L. LOWE  
CHAIRPERSON

ATTEST:



CARRIE E. WARD  
MASTER MUNICIPAL CLERK  
CITY CLERK



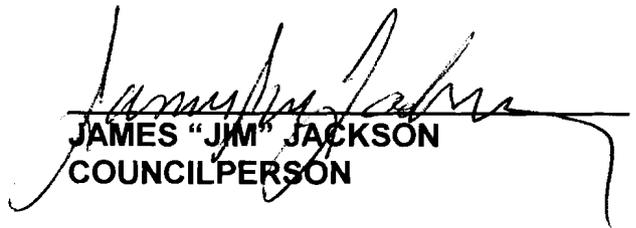
LYNNE L. HUBBARD  
CHAIR PRO TEM



NORMA DUNCOMBE  
COUNCILPERSON



CEDRICK A. THOMAS  
COUNCILPERSON



JAMES "JIM" JACKSON  
COUNCILPERSON

MOTIONED BY: C. Thomas \_\_\_\_\_

SECONDED BY: L. Hubbard

S. LOWE aye

L. HUBBARD aye

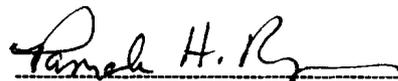
C. THOMAS aye \_\_\_\_\_

N. DUNCOMBE aye

J. JACKSON aye \_\_\_\_\_

GS:dpn.111607

REVIEWED AS TO LEGAL SUFFICIENCY



PAMALA HANNA RYAN, CITY ATTORNEY

Date: 11/20/07

RESOLUTION NO. 169-07

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF RIVIERA BEACH, PALM BEACH COUNTY FLORIDA, AUTHORIZING THE MAYOR AND CITY CLERK TO EXECUTE THE PROFESSIONAL SERVICES AGREEMENT FOR MUSIC FESTIVAL REGIONAL MARKETING TO UPSCALE EVENTS BY MOSAIC IN THE AMOUNT OF \$25,000 FOR THE 8<sup>TH</sup> ANNUAL CITY OF RIVIERA BEACH MUSIC FESTIVAL ON THE BEACH, APRIL 11<sup>TH</sup> THROUGH APRIL 13<sup>TH</sup>, 2008, AND DIRECTING THE INTERIM FINANCE DIRECTOR TO MAKE PAYMENT FROM ACCOUNT NO. 135-0202-5720-4904; AND PROVIDING AN EFFECTIVE DATE.

WHEREAS, the City of Riviera Beach endeavors to continue fostering events that positively impact the City's image, unifies the residents and promotes cultural, educational and entertainment programming; and

WHEREAS, the 8<sup>th</sup> Annual Riviera Beach Music Festival is being planned by the Jazz & Blues Festival Advisory Board and the City Manager for April 11<sup>th</sup>, 12<sup>th</sup> and 13<sup>th</sup>, 2008, on the Municipal Beach; and

WHEREAS, THE City is in need of the services of a company possessing the skills and ability to provide Regional Marketing services for the upcoming 8<sup>th</sup> Annual Riviera Beach Music Festival

WHEREAS, Upscale Events by Mosaic is qualified to provide said services and the City desires to engage the services of the Independent Contractor.

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

SECTION 1. That the Mayor and City Clerk is authorized to execute the professional services agreement with Upscale Events by Mosaic to provide regional marketing services and national ad design and placement for the 8<sup>th</sup> Annual City of Riviera Beach Music Festival on the Municipal Beach in an amount not to exceed \$55,000.

SECTION 2. That the Interim Finance Director is hereby directed to make payment from Account No. 135-0202-572-0-4904;

RESOLUTION NO. 169-07

-2-

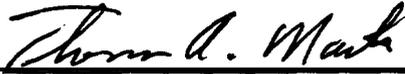
**SECTION 3.** This Resolution shall take effect immediately upon its passage and approval by the City Council.

PASSED AND APPROVED this 28 day of November, 2007.

RESOLUTION NO. 169-07

-3-

APPROVED:



THOMAS A. MASTERS  
MAYOR

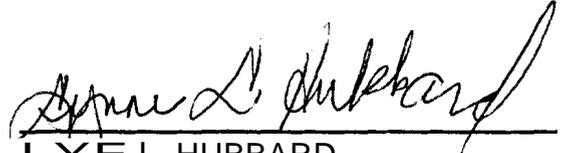


SHELBY L. LOWE  
CHAIRPERSON

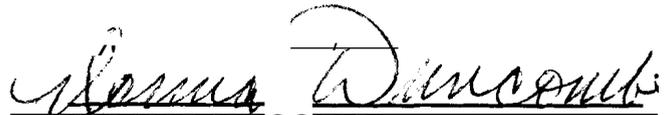
ATTEST:



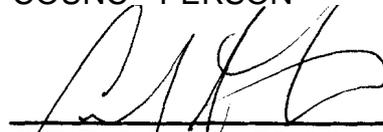
CARRIE E. WARD  
MASTER MUNICIPAL CLERK  
CITY CLERK



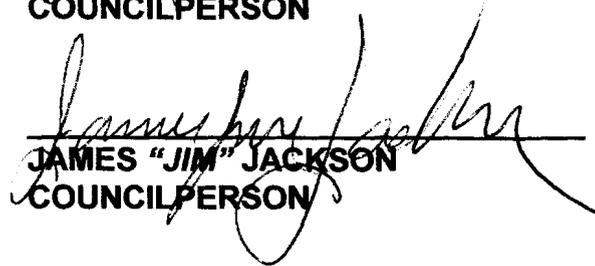
LYE L. HUBBARD  
CHAIR PRO TEM



NORMA DUNCOMBE  
COUNC. PERSON



CEDRICK A. THOMAS  
COUNCILPERSON



JAMES "JIM" JACKSON  
COUNCILPERSON

MOTIONED BY: C. THOMAS

SECONDED BY: L. HUBBARD

S. LOWE AYE

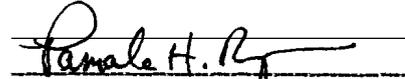
L. HUBBARD AYE

N. DUNCOMBE AYE

C. THOMAS AYE

J. JACKSON AYE

REVIEWED AS TO LEGAL SUFFICIENCY



PAMALA HANNA RYAN, CITY ATTORNEY

Date: 11/28/07

PROFESSIONAL SERVICES AGREEMENT  
8<sup>111</sup> ANNUAL RIVIERA BEACH MUSIC FESTIVAL

THIS AGREEMENT made and entered into this 28<sup>th</sup> day of November, 2007, by and between Upscale Events by Mosaic, hereinafter referred to as "Independent Contractor," whose principal address is 2016 Island Drive, Riviera Beach, Florida 33404, and the City of Riviera Beach, a municipal corporation, hereinafter referred to as "City," whose address is 600 West Blue Heron Boulevard, Riviera Beach, Florida, 33404.

**WHEREAS**, the City is in need of the services of a company possessing the skills and ability to provide Marketing/Promotions Consulting services at its upcoming 8<sup>th</sup> Annual Riviera Beach Music Festival to be held on April 11, 12, and 13, 2008, hereinafter "Festival"; and

WHEREAS, Independent Contractor is qualified to provide said services and the City desires to engage the services of the Independent Contractor.

NOW, THEREFORE, in consideration of the mutual covenants and promises set forth herein, the parties to this Agreement do hereby agree as follows:

1. The City hereby retains the services of the Independent Contractor for the purpose of providing Marketing/Promotions Consulting services for the Festival.

2. Independent Contractor agrees to Market and Promote the 8<sup>th</sup> Annual Riviera Beach Music Festival, as more specifically set forth in the "Scope of Service," attached hereto as attachment "A," and made a part of this Agreement by its reference.

3. Payment.

A. For such services, the City agrees to pay Independent Contractor a professional service fee of \$25,000 to be paid one half at the signing of the contract and the balance at the end of the event, April 13, 2007.

B. In addition, the City agrees to pay Independent Contractor a percentage of gross sponsorship dollars as follows:

Sponsorships will be categorized as 1)"New" (first-time sponsor); 2)"Previous" (increase from past sponsorship amount); 3)"City Generated" (new based on direct city contacts). The fee paid for New Sponsorship dollars will be 1)\$1,000 to \$5,000 - 5%; 2)\$6,000 to \$50,000 - 10%; 3)\$50,000 to \$100,000 - 15%; 4)Over \$100,000 - 20%. The fee paid for Increase in Previous Sponsorship dollars will be 5%. No fee payment will be made for City Generated Sponsorship dollars.

C. The City shall allow Independent Contractor to be the exclusive and sole company responsible for Regional Marketing; total budget not to exceed \$30,000 for marketing and promotion fees and total expenses. Independent Contractor agrees to present marketing and promotion fee proposals and expenses over \$500 to the City in advance and shall submit the

same to the City's representative for approval, and if satisfactory, the City shall process payment of the invoices within seven (7) days of submittal.

4. The term of this Agreement shall be on the date first written above until May 15, 2007.

5. In reporting the services performed hereunder, the Independent Contractor shall report to:

- Rose Anne Brown, Chief of Staff
- Tracy Sweeny, Special Events Coordinator

6. The City will not be responsible for documenting or paying any federal taxes owed as a result of the Independent Contractor rendering professional services under this Agreement. The City is exempt from the payment of Florida State Sales and Use Tax. However, the Independent Contractor shall not be exempted, by virtue of the City's exemption, from paying sales tax to fulfill the obligations of this Agreement.

7. The Independent Contractor is, and shall be, in the performance of all work and services and or activities under this Agreement, an independent contractor, and not an employee, agent or servant of the City. The Independent Contractor shall exercise control over the means and manner in which it performs the work, and in all respects, the Independent Contractor's relationship to the City shall be that of an independent contractor and not as an employee or agent of the City. To that extent, Independent Contractor represents that it has, or will secure at its own expense, all necessary personnel required to perform the services under this Agreement, and said personnel shall be under the direct supervision of Independent Contractor. The personnel shall not be employees of, nor have any contractual relationship with the City.

8. Insurance Requirements

A. Prior to execution of this Agreement by the City the Independent Contractor shall provide certificates evidencing insurance coverage's as required hereunder. All insurance policies shall be issued by companies authorized to do business under the laws of the State of Florida. The Certificates shall clearly indicate that the Independent Contractor has obtained insurance of the type, amount, and classification as required and that no material change or cancellation of the insurance shall be effective without thirty (30) days prior written notice to the City's representative. Compliance with the foregoing requirements shall not relieve the Independent Contractor of its liability and obligations under this Agreement.

B. The Independent Contractor shall maintain, during the life of this Agreement, commercial general liability, including contractual liability insurance in the amount of \$100,600 per occurrence to protect the Independent Contractor and/or the City from claims for damages for bodily and personal injury, including wrongful death, as well as from claims of property damages which may arise from any operations under this Agreement, whether such operations be by the Independent Contractor or by anyone directly employed by or contracting with the Independent Contractor.

C. The Independent Contractor shall maintain, during the life of this Agreement, comprehensive automobile liability insurance in the minimum amount of \$100,000 combined single limit for bodily injury and property damages liability to protect the Independent Contractor and/or the City from claims for damages for bodily and personal injury, including death, as well as from claims for property damage, which may arise from the ownership, use, or maintenance of owned and non-owned automobiles, including rented automobiles whether such operations be by the Independent Contractor or by anyone directly or indirectly employed by the Independent Contractor.

D. Insurance under subparagraphs 8B & C shall specifically include the City as an "additional insured."

9. Liability and Indemnification

A. The City shall not be responsible for any property damage or personal injury sustained by the Independent Contractor and/or the Independent Contractor's employees, from any cause whatsoever, prior, during, or subsequent to the period of time during which this Agreement is in effect.

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

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

D. Nothing contained in this Agreement 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.

10. The Independent 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/or for the City as required under this Agreement. 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 Agreement and the consummation of the transactions contemplated hereby.

11. This Agreement and any dispute, disagreement, or issue of construction or interpretation arising hereunder whether relating to its execution, its validity, the obligations

provided herein, performance or breach shall be governed and interpreted according to laws of the State of Florida. Any and all legal action necessary to enforce the Agreement will be held in Palm Beach County.

12. 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.

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

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

15. All notices required under this Agreement shall be sent by u.S. mail or facsimile or courier and sent to the address of the parties as set out above.

16. This Agreement sets forth the entire agreement between the parties, and that there are no promises or understandings other than those stated herein. None of the provisions, terms and conditions contained in this Agreement may be added to, modified, superseded or otherwise altered, except by written instrument executed by the parties.

**SIGNATURES ON FOLLOWING PAGE**

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

CITY OF RIVIERA BEACH

BY: Thomas A. Masters  
THOMAS A. MASTERS,  
MAYOR

UPSCALE EVENTS BY MOSAIC

BY: Ann Marie Sorrell  
ANN MARIE SORRELL,  
PRESIDENT & CEO

ATTEST:

BY: Carrie E. Ward 12/07/07  
CARRIE E. WARD, MMC  
CITY CLERK

APPROVED AS TO FORM AND  
LEGAL SUFFICIENCY

BY: Pamalah H. Ryan  
PAMALAH. RYAN,  
CITY AITORNEY

APPROVED AS TO TERMS AND  
CONDITIONS

BY: Gloria Shuttlesworth  
GLORIA SHUTTLESWORTH,  
ASSISTANT CITY MANAGER

DATE: 11/29/07



**RFQ No. 165-07**  
**8<sup>th</sup> Annual Riviera Beach**  
**Music Festival**

**Upscale Events by Mosaic**

2016 Island Drive  
Riviera Beach, FL 33404  
Phone: 561.455.1514  
Fax: 866.711.0987  
[www.upscalebymosaic.com](http://www.upscalebymosaic.com)



# Understanding Your Needs

Upscale Events by Mosaic understands the City of Riviera Beach is seeking a professional firm to aggressively promote and market its 8<sup>th</sup> Annual Music Festival to ensure the greatest corporate sponsorship, public awareness, market penetration and public participation for the event.

This will be accomplished through the following services as described in the RFQ:

1. Develop and coordinate a marketing plan and promotion campaign to insure maximum public exposure and publicity for the event
2. Design and develop appropriate print, audio, and visual marketing materials
3. Prioritize and propose materials development according to needs and budget
4. Develop press list and database
5. Develop press releases
6. Develop public and community relations opportunities to promote the festival
7. Develop empirical methods for measuring and documenting success of marketing, promotions and sponsorship effort

# Marketing Strategy

The overall marketing strategy for the 8th Annual Riviera Beach Music Festival is as follows:

- Increase this years attendance
- Generate and increase revenue through ticket sales and special community event tie-ins, and built in Marketing sponsorship opportunities
- Promote and highlight special festival events pre and post
- Increase the overall knowledge about this world class Music festival
- Brand this event as one of the premier "must attend" Music festivals regionally and nationally

Detailed in these pages is a comprehensive multimedia marketing campaign that will encompass radio, internet, print, and television marketing and branding strategies all designed to create an impact on the South Florida community and generate a huge awareness and presence in the national Music industry, making the Riviera Beach Music Festival a major stop on the Music festival circuit.

Marketing strategies have been developed in the following areas:

- E-Marketing  
A weekly RBM E-Newsletter dedicated to attendees
- Media Blitz & Buzz  
Media engagement strategy based on local and national reach
- Ticket Sales  
More streamlined way of selling and increasing ticket sales
- Community Outreach  
A listing of community organizational partnerships and strategies
- Community Involvement  
Two community Tie-In programs designed to increase involvement



# E-Newsletter

The E-Newsletter will publish every Monday of each month up until the month of the Music Festival. The E-Newsletter will be distributed among the current database of the Riviera Beach Music festival along with all sponsors, participants and other interested parties that sign up for the e-newsletter via the website.

## Suggested E-Newsletter Distribution Schedule

Month	Distribution Dates				
	December	12/13/07	12/10/07	12/17/07	Holiday
January	1/17/08	1/14/08	1/21/08	1/28/08	
February	2/4/08	2/11/08	2/18/08	2/25/08	
March	3/3/08	3/10/08	3/17/08	3/24/08	3/31/08
April	4/17/08	4/9/08			

## Content of E-Newsletter

### Opening & Intro - "In Tune"

This section will always be a paragraph of what's happening and sections to play special attention to:

**EXAMPLE:** The Riviera Beach Music Festival is gearing up for another weekend of rhythm, soul, jazz, and inspiration. This year we are excited about this year's festival this newsletter is designed to keep you up to date

### Festival Updates "The Percussion Section"

This section is reserved for the different highlights of the Riviera Beach Music Festival. Special highlighted sections will be:

**EXAMPLE:** Added artists, New postings on website, Music schedule, Media Credential availability, Celebrity participation, and more...

### Other sections will include:

- Artists Profiles
- ,-Call for Local Talent and Community Involvement and volunteers
- Subscribe to the weekly E-news section
- About Us Section
- Sponsors Section
- Banner Ad and added value for sponsors banners will be made available



# Media Blitz & Buzz

Press Release and Media solicitations will go out to the following wires:

- AP Newswire
- PR Newswire
- National Urban Entertainment publications and outlets print and web based

Interview solicitations will be sent out to:

- CBS, Clear Channel, COX radio stations and NPR Public Radio a min of 3 interviews will be schedule prior to the festival, along with coverage of the festival. The on-air community broadcast segments will discuss the importance of the festival to the community and how this tradition is continuing to grow with the help and support of the community
- Local TV Affiliates and National networks - BET, Radio One, VHI for coverage

Media Coverage Solicitation

- Press credential packages sent to all A&E Editors (online, print, and TV)
- Media kit will be organized and mailed to all major Music festival coordinator and select members of the media

## South Florida Media Outlets

Newspapers	Radio	Magazines	Television
South Florida Sun Sentinel	CBS Radio	Palm Beach Illustrated	WFLX - Channel 29
Palm Beach Post	Cox Communications	VIVE	WPBF - Channel 25
Boca Raton News	ABC Radio	Business Events	WPEC - Channel 12
The Village Beat	Clear Channel	Magazine	WPTV - Channel 5
City Link		Art & Culture Magazine	WXEL
Broward Times		Boca Raton Magazine	WHDTV
Caribbean Voice		Success South Florida	NBC 6 Broward/Dade
The Westside Gazette		Odyssey Couleur	South Florida CW
Commentary Newspaper		In-Focus	
Port St. Lucie News		Mother-Daughter	
Miami Herald		Bonding	
Community Voice -Naples		Jazziz Magazine	

On the Web

Creation of a page on City of Riviera Beach site, myspace.com, hiS.com, & facebook.com

Ad Placement/Listing on:

- VisitFlorida.com
- BlackPlanet.com
- BET.com
- Palm Beach County
- Conventions & Visitors Bureau (Palm Beach, Broward, Miami/Dade, Orlando, Tampa, Atlanta, and NYC)
- AOLBlackvoices.com
- MingleCity.com
- Ebony.com
- Palm Beach Cultural Trust
- BlackAmericaWeb.com
- Essence.com
- BlackEnterprise.com
- Palm Beach Post

Guerilla Promotions

Ticket giveaways to Music festival on select radio stations. This will be packaged with various sponsors, and will incorporate various aspects of the Music festival that we want to draw special attention to.



# Community Outreach & Involvement

Grassroots Marketing Efforts will consist of:

·3-5 minute Marketing DVD (present to potential sponsors, stream on website, show at events)

·Posters

- Flyers
- Signage throughout the City
- Flags on Poles **throughout** City
- Billboard ads
- Ticket and Info Booths at local and surrounding community events

Community Partnerships will consist of:

- Chambers of Commerce
- Urban League of Palm Beach County
- Local NAACP Branches
- Sororities & Fraternities
- Dept. of Health
- Businesses within City and 3-5 mile radius
- Other non-profits
- Local churches and more...

## Community Involvement

We have created 2 major community outreach pieces designed to engage and grow the excitement of the local community leading up to and during the weekend of the music festival.

### Lounge On The Beach

Lounge On The Beach will be an opportunity to engage local and civic non-profit organizations participation with the festival. It will be an opportunity for organizations to raise funds and give back to the community that has been so supportive of the Music Festival. Organizations will have an opportunity to host a VIP night out during one day of the Music Fest (Specified day will be determined by committee), organizations will raise funds for their organization while generating ticket sales and participation for the Music Fest. This will be accomplished by a portion of the ticket sales going towards the organization and the balance back the Festival.

Organizations will receive the following:

- (40) VIP Tickets/Invitations for sale to special guest and **organizational** membership  
(rate *Of* ticket cost TBD)
- Special VIP Tent for organizations members and ticket holders on community organization night
- (8) tickets for Main VIP Tent Saturday Night
- Logo inclusion and hyperlink on festival music festival site
- Additional Special recognition TBD by planning committee



# Community Involvement

## Pure Gospel Inspiration Gospel Contest

Riviera Beach Music Festival will partner with a local radio station to host the Pure Inspiration Gospel Contest leading to up to the music festival.

### How It Works

Church Choirs and Praise Teams from around the county will be encouraged to log on to the music fest website and submit their choirs audition video, or mail their tape into our radio station partner.

Each week a qualifying choir will be featured on the radio site and music fest site. Listeners of the station and visitors of the site will be asked to vote on the best choirs each week until the field is narrowed down to 3 choirs.

The 3 qualifiers will all get an opportunity to perform but the #1 voted choir or praise team will have an opportunity to open for the main act on Sunday, and have their congregation out for service on the beach that Sunday. (Maximum attendance for service on the beach will be 60).

Pure Gospel Inspiration will be the perfect opportunity to get our community truly involved in the Music Festival and increase attendance during the Sunday concert day. This is also a great sponsorship opportunity for sponsors.

## "Play Our Music" - *The Music Diaspora*

To continue the festivities of the day, we are suggesting a third option to truly engage the diverse community in Riviera Beach. "Play Our Music" - Music Diaspora Day will be held on our Community organization day.

This added event will be an opportunity to showcase local bands and the diverse musical styling's that lie within our community. Our heritage is diverse here in Riviera Beach from Latin Rhythms to Caribbean and African percussions, and Indian inspiration. This day will be a way to see and hear some of our communities most talented artists that rarely get an opportunity to showcase their talents to a diverse audience and in environment such as the Riviera Beach Music Fest.

Artists will be selected based on video submissions, and specific artistic guidelines established by the committee.



## Marketing and Promotion Consultation Budget

Expense	Estimated Cost
Radio Advertising	\$12,000
Print Advertising	\$5,000
Television/Cable Advertising	\$2,500
Outdoor	\$2,000
Street Team	\$2,500
E-Marketing (E-Blasts, e-Newsletters, online ad placement)	\$3,000
Website	\$3,000
<b>Marketing/Public Relations Consultant Fees</b>	<b>\$25,000</b>
<b>Services:</b>	
<i>E-Marketing (E-Blasts &amp; e-Newsletters)</i>	
<i>Media Relations (Press releases, interviews, press conferences)</i>	
<i>Media Buying (print, radio, Tv, online ads)</i>	
<i>Community Outreach (developing community partnerships &amp; Initiatives)</i>	
<i>Management of all marketing &amp; promotional activities</i>	
<i>Sponsorship Acquisition % of gross sponsorship secured*</i>	
<i>* Upscale Events by Mosaic will retain a negotiated percentage of gross sponsorship dollars secured from "new" and previous sponsors. Sponsorships will be categorized as</i>	
<i>1)"New" (first-time sponsor); 2) "Previous" (increase from past sponsorship amount);</i>	
<i>3)"City Generated" (new based on direct city contacts). The fee paid for New</i>	
<i>Sponsorship dollars will be 1)\$1,000 to \$5,000 - 5%; 2)\$6,000 to \$50,000 - 10%;</i>	
<i>3)\$50,000 to \$100,000 - 15%; 4)Over \$100,000 - 20%. The fee paid for Increase in</i>	
<i>Previous Sponsorship dollars will be 5%. No fee payment will be made for City</i>	
<i>Generated Sponsorship dollars.</i>	
Total Expenses - Regional	
•• Plus Expenses (mailing, printing, courier, overnight delivery, wire services)	
 Creative Concepts	
National Advertising in Major Print Media (Ebony, Jet, Essence, Black Enterprise, etc.)	
Total Expenses - <b>National</b> & Regional	

RESOLUTION NO. 170-07

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF RIVIERA BEACH, PALM BEACH COUNTY FLORIDA, AUTHORIZING THE MAYOR AND CITY CLERK TO EXECUTE THE PROFESSIONAL SERVICES AGREEMENT FOR STAGE PRODUCTION MANAGEMENT TO PINDROP MANAGEMENT, LLC, IN THE AMOUNT OF \$50,000, FOR THE 8<sup>TH</sup> ANNUAL CITY OF RIVIERA BEACH MUSIC FESTIVAL ON THE MUNICIPAL BEACH, APRIL 11<sup>TH</sup> THROUGH APRIL 13, 2008; AND DIRECTING THE INTERIM FINANCE DIRECTOR TO MAKE PAYMENT FROM ACCOUNT NO. 135-0202-5720-3409; AND PROVIDING AN EFFECTIVE DATE.

WHEREAS, the City of Riviera Beach endeavors to continue fostering events that positively impact the City's image, unifies the residents and promotes cultural, educational and entertainment programming; and

WHEREAS, the 5th Annual Riviera Beach Music Festival is being planned by the City Manager on the Municipal Beach, April 11<sup>th</sup>, 12<sup>th</sup> and 13, 2008; and

WHEREAS, the City is in need of the services of a company possessing the skills and ability to provide Stage Production Management services at its upcoming 5th Annual Riviera Beach Music Festival; and

WHEREAS, the City conducted a Request for Letters of Intent and the Evaluation Committee reviewed the proposals and Pindrop Management, LLC was ranked number one; and

WHEREAS, Pindrop Management, LLC is qualified to provide said services and the City desires to engage the services of the Independent Contractor.

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

SECTION 1. That the Mayor and City Clerk are authorized to execute the professional services agreement with Pindrop Management to provide stage management and talent procurement for the 5th Annual City of Riviera Beach Music Festival on the Municipal Beach in the amount of \$50,000.

SECTION 2. That the Interim Finance Director is hereby directed to make payment from Account No. 135-0202-5720-3409.

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

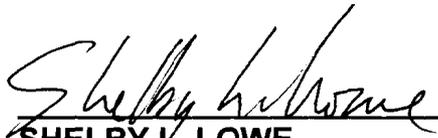
RESOLUTION NO. 170-07

-2-

PASSED AND APPROVED this 28 day of November, 2007.

APPROVED:

  
THOMAS A. MASTERS  
MAYOR

  
SHELBY L. LOWE  
CHAIRPERSON

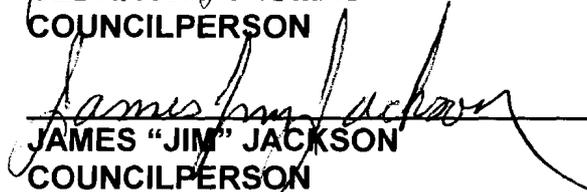
ATTEST:

  
CARRIE E. WARD  
MASTER MUNICIPAL CLERK  
CITY CLERK

  
LYNNE L. HUBBARD  
CHAIR PRO TEM

  
NORMA DUNCOMBE  
COUNCILPERSON

  
CEDRICK A. THOMAS  
COUNCILPERSON

  
JAMES "JIM" JACKSON  
COUNCILPERSON

MOTIONED BY: L. HUBBARD

SECONDED BY: C. THOMAS

S. LOWE AYE

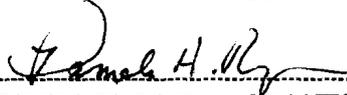
L. HUBBARD AYE

C. THOMAS AYE

N. DUNCOMBE AYE

J. JACKSON AYE

REVIEWED AS TO LEGAL SUFFICIENCY

  
PAMALA HANNA RYAN, CITY ATTORNEY  
Date: 11/28/07

PROFESSIONAL SERVICES AGREEMENT  
8<sup>TH</sup> AND 9<sup>TH</sup> ANNUAL RIVIERA BEACH MUSIC FESTIVAL

THIS AGREEMENT made and entered into this 28<sup>th</sup> day of November, 2007, by and between Pin Drop Management, LLC., hereinafter referred to as "Independent Contractor," whose principal address is 5224 W. State Rd. 46, Suite 347, Sanford, FL 32771, and the City of Riviera Beach, a municipal corporation, hereinafter referred to as "City," whose address is 600 West Blue Heron Boulevard, Riviera Beach, Florida, 33404.

WHEREAS, the City is in need of the services of a company possessing the skills and ability to provide Stage Production Management services at its upcoming 8<sup>th</sup> Annual Riviera Beach Music Festival to be held on April 11, 12, and 13, 2008, hereinafter "Festival" and the 9<sup>th</sup> Annual Riviera Beach Music Festival, said dates and terms to be confirmed at a later time; and

WHEREAS, Independent Contractor is qualified to provide said services and the City desires to engage the services of the Independent Contractor.

NOW, THEREFORE, in consideration of the mutual covenants and promises set forth herein, the parties to this Agreement do hereby agree as follows:

1. The City hereby retains the services of the Independent Contractor for the purpose of providing Stage Management and Talent Procurement for the Festival.

2. Independent Contractor agrees to provide management of the overall operations of the outdoor entertainment stage for the three day event, as more specifically set forth in the "Scope of Service," attached hereto as attachment "A," and made a part of this Agreement by its reference.

3. For such services, the City agrees to pay Independent Contractor a professional service fee of \$50,000 to be paid one half at the signing of the contract and the balance at the end of the event, April 13, 2007. In addition, the City shall allow Independent Contractor to be the exclusive and sole company responsible for procurement of talent and stage production; total budget not to exceed \$320,000 inclusive of all costs for talent performance and up to \$90,000 for Stage Production costs, as outlined more specifically in attachment "A."

Independent Contractor agrees to present fully executed contracts for talent and stage production costs over \$5,000.00 to the City in advance and shall submit the same to the City's representative for approval (not to be unreasonably withheld), and if satisfactory, the City shall pay the invoices within seven (7) days of submittal. Notwithstanding the above, Independent Contractor will submit invoices and/or receipts for all transactions within thirty (30) days of the Festival to properly close the books.



4. The term of this Agreement shall be on the date first written above until May 30, 2009, and shall include the 8<sup>th</sup> and 9<sup>th</sup> Festival. The Budget for the 9<sup>th</sup> Festival shall be determined at a later date and compensation for the 9<sup>th</sup> Festival shall be negotiated and determined in good faith between the parties following the conclusion of the 8<sup>th</sup> Festival. Failure to agree on Independent Contractor's compensation shall be grounds to terminate the Agreement, provided the parties hereto shall have negotiated such compensation in good faith taking into account the approved budget for the 9<sup>th</sup> Festival and the fees paid to the Independent Contractor for the 8<sup>th</sup> Festival in proportion to the total 8<sup>th</sup> Festival production budget.

5. This Agreement may be terminated by either party with cause upon fifteen (15) days written notice. For the purpose of this Agreement, the term "with cause" shall be defined as a breach of the Agreement which such breach is not cured within fifteen (15) days after its actual receipt of written notice detailing said breach. In the event that the City terminates this Agreement, as provided above, the Independent Contractor understands and agrees that it shall receive compensation only for the time actually worked or for the work completed to the satisfaction of the City.

6. In reporting the services performed hereunder, the Independent Contractor shall report to:

- William E. Wilkins, City Manager
- Gloria Shuttlesworth, Assistant City Manager

7. The City will not be responsible for documenting or paying any federal taxes owed as a result of the Independent Contractor rendering professional services under this Agreement. The City is exempt from the payment of Florida State Sales and Use Tax. However, the Independent Contractor shall not be exempted, by virtue of the City's exemption, from paying sales tax to fulfill the obligations of this Agreement.

8. The Independent Contractor is, and shall be, in the performance of all work and services and or activities under this Agreement, an independent contractor, and not an employee, agent or servant of the City. The Independent Contractor shall exercise control over the means and manner in which it performs the work, and in all respects, the Independent Contractor's relationship to the City shall be that of an independent contractor and not as an employee or agent of the City. To that extent, Independent Contractor represents that it has, or will secure at its own expense, all necessary personnel required to perform the services under this Agreement, and said personnel shall be under the direct supervision of Independent Contractor. The personnel shall not be employees of, nor have any contractual relationship with the City.

9. Insurance Requirements

A. Prior to execution of this Agreement by the City the Independent Contractor shall provide certificates evidencing insurance coverage's as required hereunder. All insurance policies shall be issued by companies authorized to do business under the laws of the State of



Florida. The Certificates shall clearly indicate that the Independent Contractor has obtained insurance of the type, amount, and classification as required and that no material change or cancellation of the insurance shall be effective without thirty (30) days prior written notice to the City's representative. Compliance with the foregoing requirements shall not relieve the Independent Contractor of its liability and obligations under this Agreement.

B. The Independent Contractor shall maintain, during the life of this Agreement, commercial general liability, including contractual liability insurance in the amount of \$500,000 per occurrence to protect the Independent Contractor and/or the City from claims for damages for bodily and personal injury, including wrongful death, as well as from claims of property damages which may arise from any operations under this Agreement, whether such operations be by the Independent Contractor or by anyone directly employed by or contracting with the Independent Contractor.

C. The Independent Contractor shall maintain, during the life of this Agreement, comprehensive automobile liability insurance in the minimum amount of \$100,000 combined single limit for bodily injury and property damages liability to protect the Independent Contractor and/or the City from claims for damages for bodily and personal injury, including death, as well as from claims for property damage, which may arise from the ownership, use, or maintenance of owned and non-owned automobiles, including rented automobiles whether such operations be by the Independent Contractor or by anyone directly or indirectly employed by the Independent Contractor.

D. Insurance under subparagraphs 9B & C shall specifically include the City as an "additional insured." In the event the City determines that it wishes to procure Event Insurance, it shall determine the coverage and amount, and shall pay for the same.

#### 10. Liability and Indemnification

A. The City shall not be responsible for any property damage or personal injury sustained by the Independent Contractor and/or the Independent Contractor's employees, from any cause whatsoever, prior, during, or subsequent to the period of time during which this Agreement is in effect. The City will remain liable for any injuries caused by lack, negligence, or omissions of City employees and or agents.

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

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



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Independent Contractor not included in the paragraph above and for which the City, its agents, servants or employees are alleged to be liable.

D. Nothing contained in this Agreement 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.

11. The Independent 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/or for the City as required under this Agreement. 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 Agreement and the consummation of the transactions contemplated hereby.

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

13. 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.

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

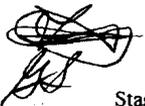
15. Failure of the City to enforce or exercise any right(s) under this Agreement shall not be deemed a waiver of the City's right to enforce or exercise said right(s) at any time thereafter.

16. All notices required under this Agreement shall be sent by u.S. certified mail or facsimile or courier and sent to the address of the parties as set out above.



17. This Agreement sets forth the entire agreement between the parties, and that there are no promises or understandings other than those stated herein. None of the provisions, terms and conditions contained in this Agreement may be added to, modified, superseded or otherwise altered, except by written instrument executed by the parties.

**SIGNATURES ON FOLLOWING PAGE**

A handwritten signature in black ink, appearing to be 'SP', located in the bottom left corner of the page.

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

CITY OF RIVIERA BEACH

INDEPENDENT CONTRACTOR

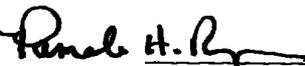
BY:   
THOMAS A. MASTERS,  
MAYOR

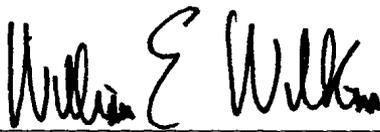
BY:   
FAREED HASEEB,  
PRESIDENT, PINDROP MGMT

ATTEST.  
BY:  12/07/07  
CARRIE E. WARD, MMC  
CITY CLERK

APPROVED AS TO FORM AND  
LEGAL SUFFICIENCY

APPROVED AS TO TERMS AND  
CONDITIONS

BY:   
PAMALA H. RYAN,  
CITY ATTORNEY

BY:   
WILLIAM E. WILKINS  
CITY MANAGER

DATE: 11/28/07

## ATTACHMENT A

### 8<sup>TH</sup> ANNUAL RIVIERA BEACH MUSIC FESTIVAL STAGE PRODUCTION-MANAGEMENT

#### SCOPE OF WORK

1. Overall management of operations of the outdoor entertainment stage for the festival to include all activities from the front of the stage to the back border of the stage production.
2. Negotiation of favorable contract terms with all local, regional and nationally known performers for the festival.
3. Recruitment, selection, hiring and supervision of the production staff and event volunteers involved with stage production and support services to provide public performances for the event.
4. Coordination of related services necessary to produce the event including but not limited to site preparation, staffing, tech rider requirements, transportation of talent.
5. Work with the festival staff and advisory committee to understand and develop the full scope of the entertainment line-up and Artist's performing requirements.
6. Plan, coordinate and manage the backstage hospitality requirements while Artists are performing.
7. Analyze and develop the appropriate artistic amenities, technical requirements and infrastructure needed to produce the entertainment stage.
8. Conduct thorough site walks with production staff and suppliers and create a comprehensive production plan for all participants to follow in order to ensure organized and seamless production of the entertainment area
9. Manage the technical and logistical operations of the entire entertainment area from set-up to strike during the festival and serve as the central point of contact from all entertainment suppliers, performers and agents throughout the festival.
10. Provide documentation for all expenditures to be paid by the City for contracts entered into by Pindrop Management, LCC for talent, stage, travel and other production services.
11. Assist with the preparation of the final report and presentation with City Council.

