

RESOLUTION NO. 203-05

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF RIVIERA BEACH, PALM BEACH COUNTY, FLORIDA, APPROVING AN INTERLOCAL AGREEMENT WITH PALM BEACH COUNTY, THE METROPOLITAN PLANNING ORGANIZATION (MPO) AND THE CITY OF RIVIERA BEACH FOR THE ESTABLISHMENT OF UNIFORM MINIMUM REVIEW PROCEDURES AND CRITERIA, TO BE APPLIED BEFORE THE CITY TAKES ANY ACTION THAT RESULTS IN THE REDUCTION OF THE ULTIMATE RIGHT OF WAY WIDTHS FOR 13TH STREET BETWEEN US HIGHWAY ONE AND AUSTRALIAN AVENUE; TO REQUIRE ADEQUATE NOTICE TO AFFECTED LOCAL GOVERNMENTS OF SUCH PROPOSED ACTIONS; AUTHORIZING THE MAYOR AND CITY CLERK TO SIGN SAID AGREEMENT; AND PROVIDING AN EFFECTIVE DATE.

WHEREAS, Palm Beach County (County) and the Metropolitan Planning Organization (MPO) desire to establish uniform minimum review procedures and criteria that will apply to any changes to right-of-way widths of certain roadways; and

WHEREAS, 13th Street between US Highway One and Australian Avenue is identified on the Palm Beach County Thoroughfare Right-of-way Identification Map as a planned four lane road; and

WHEREAS, 13th Street is a City of Riviera Beach right-of-way; and

WHEREAS, the City of Riviera Beach has adopted right-of-way widths from US Highway One to Australian Avenue; and

WHEREAS, the MPO and the County desire to review any reduction of certain roadways of which 13th Street is an identified road.

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

SECTION 1. That the City Council authorizes the Mayor and City Clerk to sign the interlocal agreement establishing coordination with Palm Beach County and the Metropolitan Planning Organization before action is taken that may impact the right-of-way widths regarding 13th Street between US Highway One and Australian Avenue.

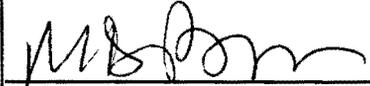
SECTION 2. That this Resolution becomes effective immediately upon its passage.

PASSED and APPROVED this 16 day of November, 2005.

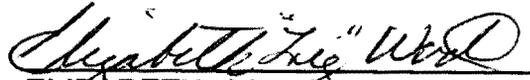
****THE REMAINING SECTION IS LEFT BLANK INTENTIONALLY****

RESOLUTION NO. 203-05
PAGE 3

APPROVED:



MICHAEL D. BROWN
MAYOR

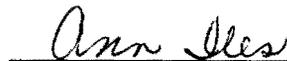


ELIZABETH "LIZ" WADE
CHAIRPERSON

ATTEST:



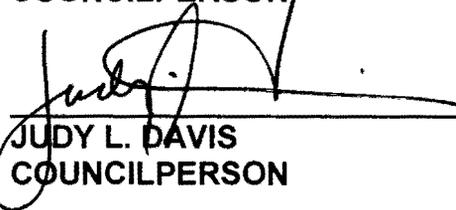
CARRIE E. WARD,
MASTER MUNICIPAL CLERK
CITY CLERK



ANN ILES
CHAIR PRO TEM



VANESSA LEE
COUNCILPERSON



JUDY L. DAVIS
COUNCILPERSON



EDWARD RODGERS
COUNCILPERSON

MOTIONED BY: A. ILES

SECONDED BY: V. LEE

E. WADE: AYE

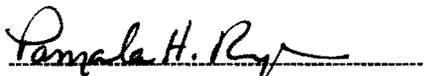
A. ILES: AYE

V. LEE: AYE

J. DAVIS: OUT

E. RODGERS: ABSENT

REVIEWED AS TO LEGAL SUFFICIENCY


PAMALA HANNA RYAN, CITY ATTORNEY

DATE: 11/14/05

RESOLUTION NO. 202-05

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF RIVIERA BEACH, PALM BEACH COUNTY, FLORIDA, REQUESTING PERMISSION BY SINGER ISLAND DEVELOPMENTS, LTD., TO STORE APPROXIMATELY 20,000 CUBIC YARDS OF BEACH SAND ON THE NORTH END OF THE CITY'S MUNICIPAL BEACH, WEST OF THE DUNES, FOR A PERIOD NOT TO EXCEED NINE MONTHS; AND PROVIDING AN EFFECTIVE DATE.

WHEREAS, Singer Island Developments, Ltd., (Catalfumo) is requesting that the City grant them permission to store approximately 20,000 cubic yards of beach sand on the north end of the City of Riviera Beach municipal beach, west of the existing dunes; and

WHEREAS, Singer Island Developments desires to store said beach sand on City property for a period not to exceed nine months; and

WHEREAS, Singer Island Developments have agreed to post a surety bond in the amount of \$10,000 for site restoration and sand removal; and

WHEREAS, Singer Island Developments have agreed to use the excavated beach sand from 2700 North Ocean for the renourishment of Singer Island beach areas impacted by beach erosion at condominium developments located within the City of Riviera Beach.

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

SECTION 1. That the City Council shall grant approval of the storage of beach sand on City owned property provided that the following conditions are met:

1. Singer Island Developments, Ltd., shall post a surety bond in the amount of \$10,000 for the site restoration and sand removal.
2. That the storage of the beach sand shall not exceed nine months.
3. That all truck traffic related to the removal of beach sand shall occur from 2700 North Ocean property.
4. That Singer Island Developments, Ltd., shall coordinate with the City of Riviera Beach Police Department for traffic circulation during and after the removal of the beach sand.

RESOLUTION NO. 202-05

PAGE 2

5. That Singer Island Developments shall take measures to minimize the displacement of sand resulting from wind activities.
6. That the health, welfare and safety of the general public be protected at all costs during and after the removal of sand on the City's property.
7. That the storage area be limited to 100 feet by 300 feet; and the height of the sand in the storage area be limited to 8 feet above the sidewalk elevation.

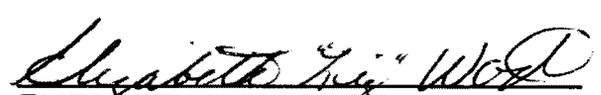
SECTION 2. That this Resolution shall take effect immediately upon its approval.

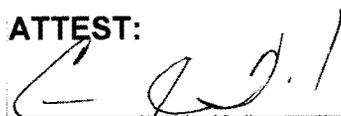
PASSED and APPROVED this 16th day of November, 2005.

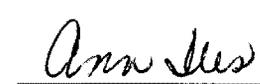
RESOLUTION NO. 202-05
PAGE 3

APPROVED:

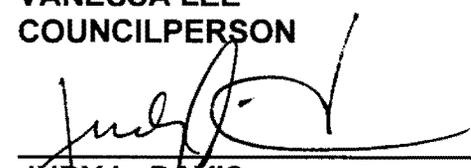

MICHAEL D. BROWN
MAYOR


ELIZABETH "LIZ" WADE
CHAIRPERSON

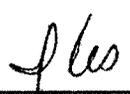
ATTEST:

CARRIE E. WARD,
MASTER MUNICIPAL CLERK
CITY CLERK


ANN ILES
CHAIR PRO TEM


VANESSA LEE
COUNCILPERSON


JUDY L. DAVIS
COUNCILPERSON


EDWARD RODGERS
COUNCILPERSON

MOTIONED BY: 

SECONDED BY: V. Lee

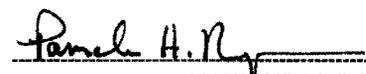
E. WADE: aye

A. ILES: aye

V. LEE: aye

J. DAVIS: aye

E. RODGERS: absent

REVIEWED AS TO LEGAL SUFFICIENCY

PAMALA HANNA RYAN, CITY ATTORNEY

DATE: 11/9/05

RESOLUTION NO. 201-05

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF RIVIERA BEACH, PALM BEACH COUNTY, FLORIDA, AUTHORIZING STAFF TO NEGOTIATE AN AGREEMENT WITH AMERICAN CONSULTING ENGINEERS INC. OF WEST PALM BEACH FOR PROFESSIONAL SERVICES TO DEVELOP A STORM WATER MASTER PLAN AND TO PROVIDE RELATED DESIGN SERVICES; AND PROVIDING AN EFFECTIVE DATE.

WHEREAS, Staff solicited Request for Qualifications for Professional Civil Engineering Services for the development of a Storm Water Master Plan and related design services; and

WHEREAS, The selection committee short-listed three (3) firms; and

WHEREAS, American Consulting Engineers Inc., of West Palm Beach, Florida was selected as the top ranking firm to provide the needed engineering services.

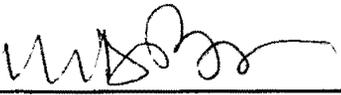
NOW THEREFORE, BE IT RESOLVED BY THE CITY COUNCIL OF THE CITY OF RIVIERA BEACH, PALM BEACH COUNTY, FLORIDA AS FOLLOWS:

SECTION 1. The City Council of the City of Riviera Beach, Palm Beach County, Florida, authorizes staff to negotiate an agreement with American Consulting Engineers Inc. to provide professional engineering services to develop the City's Storm Water Master Plan and provide related design services.

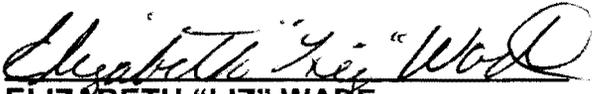
SECTION 2. This Resolution shall take effect upon its passage and approval by City Council.

PASSED AND APPROVED this 16TH day of November 2005.

APPROVED:

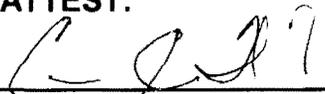


MICHAEL D. BROWN
MAYOR

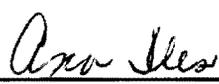


ELIZABETH "LIZ" WADE
CHAIRPERSON

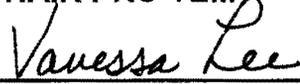
ATTEST:



CARRIE E. WARD,
MASTER MUNICIPAL CLERK
CITY CLERK



ANN ILES
CHAIR PRO TEM



VANESSA LEE
COUNCILPERSON



JUDY L. DAVIS
COUNCILPERSON



EDWARD RODGERS
COUNCILPERSON

MOTIONED BY: J. DAVIS

SECONDED BY: A. ILES

E. WADE: AYE

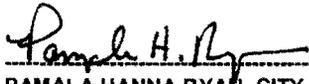
A. ILES: AYE

V. LEE: AYE

J. DAVIS: AYE

E. RODGERS: ABSENT

REVIEWED AS TO LEGAL SUFFICIENCY



PAMALA HANNA RYAN, CITY ATTORNEY

DATE: 11/9/05

RESOLUTION NO. 200-05

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF RIVIERA BEACH, PALM BEACH BEACH COUNTY, FLORIDA, DESIGNATING MCKINLEY FINANCIAL SERVICES, INC., 545 NORTH ANDREWS AVENUE, FORT LAUDERDALE, FLORIDA AS AGENT OF RECORD FOR THE CITY OF RIVIERA BEACH TO FACILITATE HEALTH, DENTAL, LIFE, SUPPLEMENTAL AND DISABILITY INSURANCE COVERAGES FOR CITY EMPLOYEES; PERIOD BEGINNING DECEMBER 1, 2005 – NOVEMBER 30, 2008; AND PROVIDING AN EFFECTIVE DATE.

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

SECTION 1. That the City Council approve the utilization of professional services provided by McKinley Financial Services, Inc. as Agent of Record for the purpose of facilitating Health, Dental, Life, Supplemental and Disability Insurance coverages for City employees.

SECTION 2. A copy of McKinley Financial Services, Inc. services to be provided is attached hereto and made a part of the Resolution.

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

PASSED AND APPROVED this 16th day of November, 2005.

RESOLUTION NO. 200-05
PAGE -2-

APPROVED:

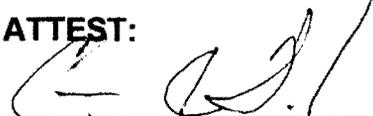


MICHAEL D. BROWN
MAYOR

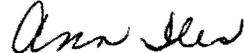


ELIZABETH "LIZ" WADE
CHAIRPERSON

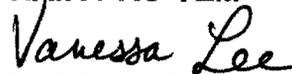
ATTEST:



CARRIE E. WARD,
MASTER MUNICIPAL CLERK
CITY CLERK



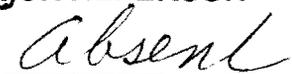
ANN ILES
CHAIR PRO TEM



VANESSA LEE
COUNCILPERSON



JUDY L. DAVIS
COUNCILPERSON



EDWARD RODGERS
COUNCILPERSON

MOTIONED BY: A. ILES

SECONDED BY: V. LEE

V. LEE: AYE

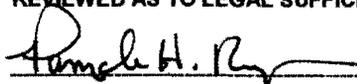
J. DAVIS: AYE

E. WADE: AYE

E. RODGERS: ABSENT

A. ILES: AYE

REVIEWED AS TO LEGAL SUFFICIENCY



PAMALA HANNA RYAN, CITY ATTORNEY

DATE: 11/10/05

**SERVICE AGREEMENT TO PROVIDE GROUP
INSURANCE BROKERAGE SERVICES AS THE
CITY OF RIVIERA BEACH
AGENT OF RECORD**

THIS SERVICE AGREEMENT, made and entered into the 17 day of November, 2005, by and between:

**CITY OF RIVIERA BEACH, FLORIDA
A municipal corporation
600 West Blue Heron Blvd.
Riviera Beach, Florida 33404
(hereinafter referred to as "CITY")**

AND

**McKinley Financial Services, Inc.
545 N. Andrews Avenue
Fort Lauderdale, Florida 33301
(hereinafter referred to as "AGENT OF RECORD")**

WHEREAS, on December 1, 2005, the CITY enters into an Agreement with McKinley Financial Services, Inc. to provide Group Insurance Brokerage Services (hereinafter referred to as "Agreement") with McKinley Financial Services, Inc. as it's Agent of Record and;

WHEREAS, the Agreement expires on November 30, 2008 and the CITY has the option to renew for one (1) additional three (3) year period subject to agreement by both parties.

NOW, THEREFORE, for and in consideration of the benefits to each part, the parties hereto do mutually agree as follows:

Section 1. The above recital are acknowledged and incorporated herein.

Section 2. The term of this Agreement shall be extended through November 30, 2008.

Section 3. Scope of Services of the Agreement, to read as follows:

CONSULTANT shall provide the following services:

- 3.01** Develop appropriate RFPs as necessary from time to time, for Group Life, Cafeteria Plans, Group Legal, AD&D, STD, LTD, Medical, Dental, Vision, Long Term Care, and EAP programs.
- 3.02** Market the benefit programs listed in 3.01 above, as necessary from time to time, which will include but not be limited to:
 - a)** Conduct detailed review, analysis and projection sessions with decision makers at key points throughout the plan year: mid-year, fourth quarter and pre-renewal.

- b) Negotiate all renewal rates, benefits and services with group insurance carriers, as directed by the City.
- c) Coordinate, attend and conduct all group insurance committee meetings with employees and management, as well as conduct review sessions and renewal negotiations.
- d) Facilitate quarterly planning/discussion meetings with Human Resources, City management leadership team and selected employees as well as union representatives.
- e) If directed, conduct a formal bid process (RFP) for insurances which includes analysis of bids, recommendations to City staff and City Council, negotiation with selected carriers and coordinate contract processing.
- f) Facilitate all renewal analysis sessions on all group benefits to include projected rated increases/decreases, projected loss ratios, claims analysis and comparisons, high shock claim analysis, network utilization and RX utilization.
- g) Serve as the liaison between the city and the insurance carriers to resolve any billing or enrollment issues as well as resolving all benefit delivery issues with providers.
- h) Update the City on changes in applicable laws and how they affect City benefits.
- i) If directed, conduct benefits surveys to compare City benefits with other municipalities and companies.
- j) Conduct periodic on-site meetings with employees and/or dependents on a voluntary basis for individual claim resolutions and benefits counseling.
- k) Facilitate annual open enrollment meetings with employees as well as conduct monthly new hire meetings as directed by Human Resources.
- l) Assist Human Resources with employee benefit and wellness fair for the purpose of supporting and improving service to employees.
- m) Available to answer questions and explanations, discussions and respond to requests from Human Resources within the time frame requested.
- n) Provide guidance and assistance with all COBRA compliance and administration.
- o) McKinley Financial will pay for all administration services COBRA, Section 125 plans, and Leave of Absence and Retiree benefits.
- p) Coordinate, develop and produce Employee Benefits Handbook/Guide.

Section 4. CITY agrees that up to the following maximum commissions may be paid to AGENT OF RECORD by the applicable vendors/underwriters and that such commissions shall be based on paid premium or paid premium equivalent:

Long Tem Disability	10% of Paid Premium
Short Term Disability	10% of Paid Premium

Life & AD&D	10% of Paid Premium
Medical	5% of Paid Premium
Dental	10% of Paid Premium
Vision	10% of Paid Premium
EAP	0%
Long Term Care	15% of Paid Premium
Cafeteria Plans	Graded scale as filed with the Department of Financial Services
Legal	Graded scale as filed with the Department of Financial Services

Section 5. All other conditions and terms of the Agreement entered into on December 1, 2005, shall remain in full force and effect. In the event of ambiguity, the most restrictive interpretation consistent with the public interest is intended.

Section 6. The City reserves the right to terminate this Agreement, without cause, subsequent to 30 days notification to McKinley Financial Services, Inc.

Section 7. Should any part, term or provision of this Agreement be by the courts decided to be illegal or in conflict with any law of the State, the validity of the remaining portions or provisions shall not be affected thereby.

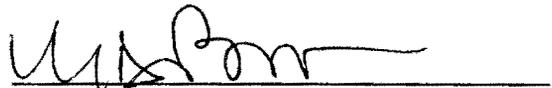
IN WITNESS WHEREOF, the parties hereto have executed this Agreement the day and year first written above.

ATTEST:

CITY OF RIVIERA BEACH, FLORIDA

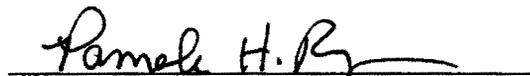


**CARRIE E. WARD, CITY CLERK
MASTER MUNICIPAL CLERK**



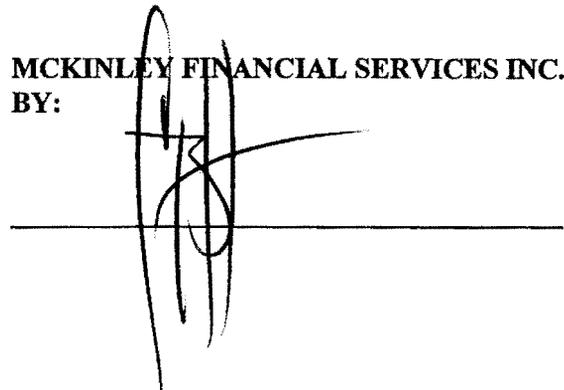
MICHAEL D. BROWN, MAYOR

APPROVED AS TO FORM:



**PAMALA HANNA RYAN
CITY ATTORNEY**

**MCKINLEY FINANCIAL SERVICES INC.
BY:**



McKINLEY FINANCIAL SERVICES

Scope of Services

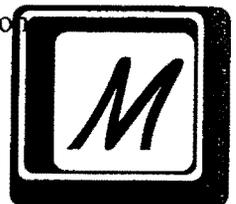
McKinley Financial Services, Inc. is the 17th largest insurance agency in the South Florida Marketplace as determined by The South Florida Business Journal. We are proud of the services we provide to our many clients, whether that client is seeking life insurance coverage or a major group looking for employee benefits. Throughout the past 17 years, McKinley Financial Services has experienced a tremendous growth in market share and we place tremendous credence in our motto "Service is Our Specialty."

The Group Benefits Division provides the highest quality of services to meet the diverse needs of our clients. Our book of business with municipal clients is extensive and we are a leader in consulting services in South Florida. In Broward and Palm Beach Counties alone, we serve over thirteen public entity groups. Our team of seasoned consulting professionals has the expertise and knowledge required for completing assessments of complex employee benefits and risk management issues as well as compliance with state and federal laws and regulations.

McKinley Financial is confident we can provide the service and timely advice and consultation required to maintain the highest possible level of employee benefits as well as cost effective controls and systems to best benefit the City Of Riviera Beach.

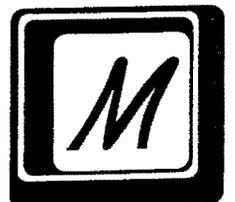
McKinley Financial, if selected as the City's Agent of Record, will perform the following consulting services:

- Conduct detailed review, analysis and projection sessions with decision makers at key points throughout the plan year: mid-year, fourth quarter and pre-renewal.
- Negotiate all renewal rates, benefits and services with group insurance carriers.
- Coordinate, attend and conduct all group insurance committee meetings with employees and management. As well as conduct review sessions and renewal negotiations.
- Facilitate Quarterly planning/discussion meetings with Human Resources, City Management Leadership Team and selected employees as well as union representatives.
- If directed, conduct a formal bid process (RFP) for insurances which includes analysis of bids, recommendations to City staff and City Commission, negotiation with selected carriers and coordinate contract processing.
- Facilitate all renewal analysis sessions on all group benefits to include projected rates increases/decreases, projected loss ratios, claims analysis and comparison, high shock claim analysis, network utilization and RX utilization.



- Serve as the liaison between the City and the insurance carriers to resolve any billing or enrollment issues as well as resolving all benefit delivery issues with providers.
- Update the City on changes in applicable laws and how they affect City benefits.
- If directed, conduct benefits surveys to compare City benefits with other agencies and companies.
- Conduct periodic on-site meetings with employees and/or dependents on a voluntary basis for individual claim resolution and benefits counseling.
- Facilitate annual open enrollment meetings with employees as well as conduct monthly new hire meetings as directed by Human Resources.
- Assist Human Resources with employee benefit and wellness fair for the purpose of supporting and improving service to employees.
- Available to answer questions and explanations, discussions and respond to requests from Human Resources within the time frame requested.
- Provide guidance and assistance with all COBRA compliance and administration.
- McKinley Financial will pay for all administration services COBRA, Section 125 plans, and Leave of Absence and Retiree benefits.

McKinley Financial Services, Inc. is committed to prove that its products and services are equal or superior in every instance. We have a commitment to maintain a high standard of excellence in all that we do and to establish a firm relationship of mutual trust and service with each of our valued clients.



RESOLUTION NO. 199-05

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF RIVIERA BEACH, PALM BEACH COUNTY, FLORIDA, AUTHORIZING THE FINANCE DIRECTOR TO SET UP A BUDGET IN THE IMPACT FEE FUND IN THE AMOUNT OF \$122,196.00 FOR THE PURCHASE OF FIRE STATION ALERTING EQUIPMENT AND APPARATUS RADIO EQUIPMENT FROM MOTOROLA INC; AND AUTHORIZING THE FINANCE DIRECTOR TO MAKE PAYMENT FOR SAME FROM ACCOUNT NUMBER 303-0920-5220-6455; AND PROVIDING AN EFFECTIVE DATE.

WHEREAS, the City Council approved an Impact Fee ordinance to regulate the use and development of land so as to assure that new development bears a proportionate share of the cost of Capital expenditures necessary to provide Libraries, Parks, Fire and Police Facilities and Public Buildings; and

WHEREAS, Fire Rescue has established a plan to replace capital equipment within the Fire Rescue Department; and

WHEREAS, the City Council adopts a resolution authorizing Fire Rescue to purchase fire station alerting equipment and apparatus radio equipment from Motorola Inc. in the amount of \$122,196.00.

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

Section 1: The request to purchase station alerting equipment and apparatus radio equipment from Motorola Inc. is hereby approved.

Section 2: The City Council of the City of Riviera Beach authorizes the Finance Director to set up the budget in the Impact Fee Funds (303) as follows:

REVENUE:

303-00-363229	FIRE IMPACT FEES	\$122,196.00
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EXPENDITURE:

303-0920-522-0-6455	CAPITAL MACH. & EQUIP OTHER	\$122,196.00
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Section 3: The resolution shall take effect upon its passage and adoption by the City Council.

PASSED and APPROVED this 16 day of November, 2005

APPROVED:

[Signature]
MICHAEL D. BROWN
MAYOR

[Signature]
ELIZABETH "LIZ" WADE
CHAIRPERSON

[Signature]
ANN ILES
CHAIR PRO TEM

(MUNICIPAL SEAL)

[Signature]
VANESSA LEE
COUNCIL PERSON

[Signature]
JUDY L. DAVIS
COUNCILPERSON

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

[Signature]
EDWARD RODGERS
COUNCILPERSON

MOTIONED BY: A. ILES

SECONDED BY: J. DAVIS

E. WADE AYE

A. ILES AYE

V. LEE AYE

J. DAVIS AYE

E. RODGERS ABSENT

REVIEWED AS TO LEGAL SUFFICIENCY

[Signature]
PAMALA HANNA RYAN, CITY ATTORNEY

DATE: 11/7/05

RESOLUTION NO. 198-05

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF RIVIERA BEACH, PALM BEACH COUNTY, FLORIDA, ACCEPTING THE TERMS AND CONDITIONS OF THE DEPARTMENT OF HOMELAND SECURITY FIRE ACT GRANT; AND SETTING UP A BUDGET IN THE AMOUNT OF \$129,873; AUTHORIZING THE FINANCE DIRECTOR TO TRANSFER \$13,116 CASH MATCH FROM THE GENERAL FUND FIRE RESCUE BUDGET ACCOUNT NUMBER 001-0920-581-0-0142; AUTHORIZING FIRE RESCUE TO PURCHASE 35 MOTOROLA XTS 5000 RADIOS FROM MOTOROLA IN THE AMOUNT OF \$108,568.25, 28 RADIOCOM II RADIO INTERFACE FROM FISHER SCIENTIFIC IN THE AMOUNT OF \$21,304.56; AUTHORIZING THE FINANCE DEPARTMENT TO MAKE PAYMENT FOR SAME FROM ACCOUNT 142-0920-5220-6405; AND PROVIDING AN EFFECTIVE DATE.

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

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

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

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

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

Section 2: The Finance Director is authorized to set up a budget for the Homeland Security Fire Act Grant in the amount of \$129,873 and the Finance Director is authorized to transfer the cash match of \$13,116 from the General Fund Fire Rescue Account 001-0920-581-0-0142 to the Homeland Security Grant Account.

Revenue

142-00-381001	Transfer from General Fund	\$ 13,116.00
142-00-331219	Homeland Security Grant	\$116,757.00

Expenditures

142-0920-5220-6405	Machinery and Equip- Other	\$129,873.00
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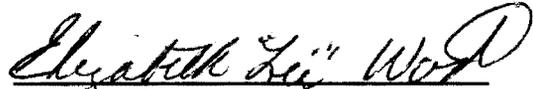
Section 3: The City Council of the City of Riviera Beach authorizes Fire Rescue to purchase 35 Motorola XTS Radios from Motorola and 28 Radiocom II radio interface from Fisher Scientific and authorize the Finance Director to make payment from account number 142-0920-5220-6405.

Section 4: This resolution shall take effect upon its passage and adoption by the City Council.

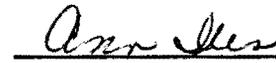
PASSED and APPROVED this 16 day of November, 2005

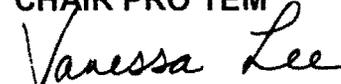
APPROVED:


MICHAEL D. BROWN
MAYOR

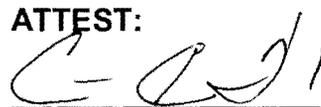

ELIZABETH "LIZ" WADE
CHAIRPERSON

(MUNICIPAL SEAL)


ANN ILES
CHAIR PRO TEM


VANESSA LEE
COUNCILPERSON


JUDY L. DAVIS
COUNCILPERSON

ATTEST:

CARRIE E. WARD
MASTER MUNICIPAL CLERK
CITY CLERK


EDWARD RODGERS
COUNCILPERSON

MOTIONED BY: A. ILES

SECONDED BY: J. DAVIS

E. WADE: AYE

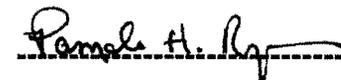
A. ILES: AYE

V. LEE: AYE

J. DAVIS: AYE

E. RODGERS: ABSENT

REVIEWED AS TO LEGAL SUFFICIENCY


PAMALA HANNA RYAN, CITY ATTORNEY

DATE: 11/16/05

RESOLUTION NO. 197-05

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF RIVIERA BEACH, PALM BEACH COUNTY, FLORIDA ACCEPTING FUNDS IN THE AMOUNT OF \$57,145 FROM THE DEPARTMENT OF JUSTICE, OFFICE OF JUSTICE PROGRAMS, UNDER THE FY2005 EDWARD BYRNE MEMORIAL JUSTICE ASSISTANCE GRANT PROGRAM; ALSO AUTHORIZING THE CITY MANAGER TO EXECUTE THE GRANT AGREEMENT AND THE FINANCE DIRECTOR TO SET UP A BUDGET FOR THE SAME; AND PROVIDING AN EFFECTIVE DATE.

WHEREAS, the Department of Justice, Office of Justice Programs provides assistance under the FY 2005 Edward Byrne Memorial Justice Assistance Grant (JAG) Program; and

WHEREAS, the City of Riviera Beach applied to the Department of Justice, Office of Justice Programs under the JAG Program; and

WHEREAS, the City has been awarded grant funds in the amount of \$57,145 for the period October 1, 2004 to September 30, 2008.

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 accepts the grant funds from the JAG Program.

SECTION 2. The Finance Director is authorized to set up a budget for the same.

REVENUE:

JAG Program FY05	111-00-331218	\$57,145.00
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EXPENDITURES:

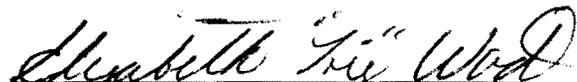
Salary	111-0822-521-0-1201	\$34,405.90
FICA	111-0822-521-0-1401	\$ 2,632.05
Retirement	111-0822-521-0-1402	\$ 1,223.05
Health/Dental	111-0822-521-0-1403	\$ 6,396.00
Life Insurance	111-0822-521-0-1404	\$ 120.00
Clothing Allowance	111-0822-521-0-5205	\$ 260.00
Mesh Network	111-0822-521-0-6405	\$12,108.00
TOTAL		\$57,145.00

SECTION 3. This resolution shall take effect immediately upon its passage.

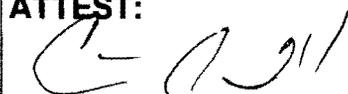
PASSED AND APPROVED THIS 16 DAY OF November, 2005.

APPROVED:

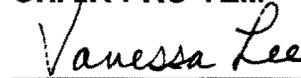

MICHAEL D. BROWN
MAYOR


ELIZABETH "LIZ" WADE
CHAIRPERSON

ATTEST:


CARRIE E. WARD,
MASTER MUNICIPAL CLERK
CITY CLERK


ANN ILES
CHAIR PRO TEM


VANESSA LEE
COUNCILPERSON

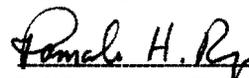

JUDY L. DAVIS
COUNCILPERSON


EDWARD RODGERS
COUNCILPERSON

MOTIONED BY: A. ILES
SECONDED BY: J. DAVIS

E. WADE: AYE
A. ILES: AYE
V. LEE: AYE
J. DAVIS: AYE
E. RODGERS: ABSENT

REVIEWED AS TO LEGAL SUFFICIENCY


PAMALA HANNA RYAN, CITY ATTORNEY

DATE: 11/9/05

RESOLUTION NO. 196-05

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF RIVIERA BEACH, PALM BEACH COUNTY, FLORIDA, AMENDING THE 2005-2006 HOUSING TRUST FUND BUDGET BY DECREASING THE EMPLOYEE HOUSING ASSISTANCE PROGRAM ACCOUNT NUMBER 609-0717-554-0-8307 IN THE AMOUNT OF \$275,000 AND INCREASING THE EMERGENCY DISASTER RELIEF PROGRAM ACCOUNT NUMBER 609-0717-554-3-4602 IN THE AMOUNT OF \$250,000 AND THE EMERGENCY DISASTER RELIEF PROGRAM CONTRACT SERVICES OTHER ACCOUNT NUMBER 609-0717-554-3-3406 IN THE AMOUNT OF \$25,000; AND PROVIDING AN EFFECTIVE DATE.

WHEREAS, during the September 7, 2005 meeting the City Council approved amending the 2004-05 Housing Trust Fund Budget by transferring \$275,000 funds in the Emergency Disaster Relief Program through resolution number 150-05 ; and

WHEREAS, at the same meeting, the Housing Trust Fund budget was approved with \$500,000 in the Employee Assistance Program for the 2005-06 fiscal year; and

WHEREAS, the Housing Trust Fund budget for fiscal year 2005-06 should be amended to decrease the Employee Housing Assistance Program by \$275,000 and increasing the Emergency Disaster Relief Program by \$275,000; and

WHEREAS, this amendment to the Housing Trust Fund budget is to technically cleanup the 2005-06 fiscal year budget.

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

SECTION 1. That the City Council hereby authorizes the Finance Director to transfer \$275,000 from the Housing Trust Fund Employee Housing Assistance Program to the Emergency Disaster Relief Program for roof improvements and operating supplies resulting from the Storms of 2004 as follows:

Transfer from Expenditure Account:

609-0717-554-0-8307	Employee Assistance Program	\$275,000
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Transfer to Expenditure Accounts:

609-0717-554-3-4602	Emergency Disaster Relief Program	\$250,000
609-0717-554-3-4603	Contract Services Account	25,000

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

PASSED and APPROVED this 16 DAY OF November, 2005.

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RESOLUTION NO. 196-05

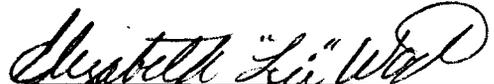
PAGE 3

PASSED and APPROVED this 16TH day of NOVEMBER, 2005.

APPROVED:



MICHAEL D. BROWN
MAYOR

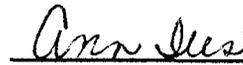


ELIZABETH "LIZ" WADE
CHAIRPERSON

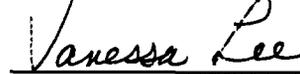
ATTEST:



CARRIE E. WARD,
MASTER MUNICIPAL CLERK
CITY CLERK



ANN ILES
CHAIR PRO TEM



VANESSA LEE
COUNCILPERSON



JUDY L. DAVIS
COUNCILPERSON



EDWARD RODGERS
COUNCILPERSON

MOTIONED BY: A. ILES

SECONDED BY: J. DAVIS

V. LEE: AYE

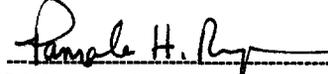
J. DAVIS: AYE

E. WADE: AYE

E. RODGERS: ABSENT

A. ILES: AYE

REVIEWED AS TO LEGAL SUFFICIENCY



PAMALA HANNA RYAN, CITY ATTORNEY

DATE: 11/9/05

RESOLUTION NO. 195-05

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF RIVIERA BEACH, PALM BEACH COUNTY, FLORIDA, ACCEPTING THE PROPOSAL SUBMITTED BY MUNICIPAL LIGHTING SYSTEMS, INC. FOR PURCHASING 14 DECORATIVE STREET LIGHT POLES, FIXTURES AND BRACKETS IN THE AMOUNT OF \$37,646.00; AUTHORIZING THE MAYOR AND CITY CLERK TO EXECUTE THE CONTRACT; AUTHORIZING THE FINANCE DIRECTOR TO MAKE PAYMENT FOR SAME FROM ACCOUNT NO. 126-0716-5411-6357; AND PROVIDING FOR AN EFFECTIVE DATE.

WHEREAS, the City of Riviera Beach desires to beautify West 31st Street between Avenue O and Avenue S; and

WHEREAS, the installation of decorative street light poles and fixtures is a part of this beautification project; and

WHEREAS, Municipal Lighting Systems, Inc. is the exclusive distributor and proposes to provide 14 decorative street light poles, fixtures and brackets in the amount of \$37,646.00.

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

SECTION 1. The proposal submitted by Municipal Lighting Systems, Inc. is hereby accepted for \$37,646.00.

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

SECTION 3. The Finance Director is authorized to make payment of \$37,646.00 from account number 126-0716-5411-6357.

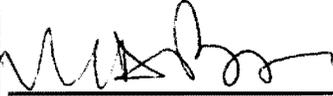
SECTION 4. This Resolution shall become effective upon its passage.

PASSED AND APPROVED this 16TH day of NOVEMBER, 2005.

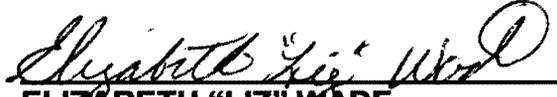
RESOLUTION NO. 195-05

PAGE -2-

APPROVED:



MICHAEL D. BROWN
MAYOR



ELIZABETH "LIZ" WADE
CHAIRPERSON

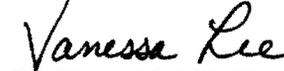
ATTEST:



CARRIE E. WARD,
MASTER MUNICIPAL CLERK
CITY CLERK



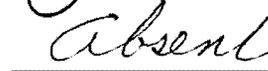
ANN ILES
CHAIR PRO TEM



VANESSA LEE
COUNCILPERSON



JUDY L. DAVIS
COUNCILPERSON



EDWARD RODGERS
COUNCILPERSON

MOTIONED BY: A. ILES

SECONDED BY: J. DAVIS

E. WADE: AYE

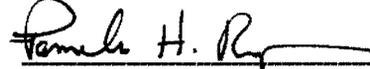
A. ILES: AYE

V. LEE: AYE

J. DAVIS: AYE

E. RODGERS: ABSENT

REVIEWED AS TO LEGAL SUFFICIENCY



PAMALA HANNA RYAN/CITY ATTORNEY

DATE: 11/9/05

RESOLUTION NO. 194-05

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 2005/2006, WITH MOTOROLA COMMUNICATIONS AND ELECTRONICS, INC. (MOTOROLA), AT A TOTAL COST OF \$15,521.64, AUTHORIZING THE MAYOR AND CITY CLERK TO SIGN SAID AGREEMENT; AND AUTHORIZING PAYMENT FROM ACCOUNT NUMBER 001-0817-5210-4102; 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 \$15,521.64.

WHEREAS, \$15,521.64 of the contract amount will be provided by Palm Beach County Emergency Management.

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 \$1,293.47 from account number 001-0817-5210-4102 to Motorola for maintenance of the 800 MHz trucking Radio system.

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

PASSED AND APPROVED THIS 16TH DAY OF NOVEMBER, 2005.

RESOLUTION NO. 194-05
PAGE 2

APPROVED:



MICHAEL D. BROWN
MAYOR

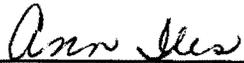


ELIZABETH "LIZ" WADE
CHAIRPERSON

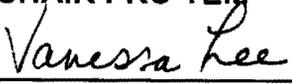
ATTEST:



CARRIE E. WARD,
MASTER MUNICIPAL CLERK
CITY CLERK



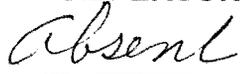
ANN ILES
CHAIR PRO TEM



VANESSA LEE
COUNCILPERSON



JUDY L. DAVIS
COUNCILPERSON



EDWARD RODGERS
COUNCILPERSON

MOTIONED BY: A. Iles

SECONDED BY: J. Davis

V. LEE: aye

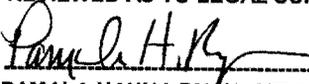
J. DAVIS: aye

E. WADE: aye

E. RODGERS: absent

A. ILES: aye

REVIEWED AS TO LEGAL SUFFICIENCY



PAMALA HANNA RYAN, CITY ATTORNEY

DATE: 11/7/05

CONTRACT FOR MAINTENANCE SERVICES

This Contract is made as of the 1st day of October, 2005, by and between the City of Riviera Beach, Palm Beach County, Florida a Political Subdivision of the State of Florida, by and through its City Council, hereinafter referred to as the CITY, and MOTOROLA, a corporation authorized to do business in the State of Florida, hereinafter referred to as the CONTRACTOR, whose Federal I.D. number is 36-1115800.

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

ARTICLE 1-SERVICES

The CONTRACTOR'S responsibility under this Contract is to provide technical, repair and support services in the area of communications, as more specifically set forth and detailed in Exhibit "A".

The CITY'S representative/liaison during the performance of this Contract shall be Officer Mike Madden, telephone number 561-845-3424.

ARTICLE 2-SCHEDULE

Services shall commence on October 1, 2005 and terminate on September 30, 2006 unless otherwise terminated pursuant to the terms and conditions set forth herein. This agreement may be renewed, for an additional one year term, on every anniversary of the start date if the CITY notifies the CONTRACTOR of its intention to continue the Contract not less than thirty (30) days prior to that anniversary date.

Maintenance services shall be provided in accordance with the detailed schedule set forth in Exhibit "A".

ARTICLE 3-PAYMENTS TO CONTRACTOR

- A. Generally - The CITY agrees to compensate the CONTRACTOR in accordance with the fee proposal set forth in Exhibit "B" attached hereto and incorporated by reference herein. The total and cumulative amount of this contract shall not exceed the amount of funds annually budgeted for these services nor shall said fees exceed the amounts as set forth in Exhibit "A". The CITY shall not reimburse the CONTRACTOR for any costs above the contract price that are incurred as a direct result of the CONTRACTOR providing service to the CITY in pursuance of the scope of work contained in Exhibit "A".
- B. Payments - Invoices received from the CONTRACTOR pursuant to this Contract will be reviewed and approved by the CITY'S representative, indicating that services have been rendered in conformity with the Contract and then will be sent

to the Finance Department for payment. CONTRACTOR will invoice the CITY in advance for each payment period. Invoices will normally be paid within thirty (30) days following the invoice date.

- C. Final Invoice - In order for both parties herein to close their books and records, the CONTRACTOR will clearly state "final invoice" on the CONTRACTOR'S final/last billing to the CITY. This certifies that all services have been properly performed and all charges have been invoiced to the City of Riviera Beach. Since this account will thereupon be closed, any and other further charges if not properly included in this final invoice are waived by the CONTRACTOR.

ARTICLE 4-TERMINATION

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

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

ARTICLE 5-PERSONNEL

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

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

Any changes or substitutions in the CONTRACTOR'S key personnel, as may be listed in Exhibit "A", must be made known to the CITY'S representative and written approval must be granted by the CITY'S representative before said changes or substitution can become effective; such approval shall not be unreasonably withheld.

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

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

ARTICLE 6-SUBCONTRACTING

The CITY reserves the right to accept the use of a subcontractor or to reject the selection of a particular subcontractor, to inspect all facilities after providing written notice to the CONTRACTOR, and approve all qualifications of any subcontractor in order to make a determination as to the capability of the subcontractor to perform properly under this Contract. The CONTRACTOR is encouraged to seek minority and women business enterprises for participation in subcontracting opportunities. Rejection of a proposed subcontractor may result in a change in pricing unless such rejection is due solely to poor performance. In any event, said rejection shall in no way obligate City to accept such change in pricing but City may, in its sole discretion, agree to same. Should the parties not agree to any subsequent change in pricing, the contract is subject to termination pursuant to Article 4.

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

ARTICLE 7-FEDERAL AND STATE TAX

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

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

ARTICLE 8-AVAILABILITY OF FUNDS

The CITY'S performance and obligation to pay under this contract is contingent upon an annual appropriation for its purpose by the City Council. In the event that funds are not

available or re-appropriated in the next fiscal year, the CITY agrees: (1) to promptly notify the CONTRACTOR that funds are not available; (2) to pay CONTRACTOR for all work and services provided to date for which funds are available; (3) that CONTRACTOR may stop work until funds are available; and in that event; (4) that CONTRACTOR will have a reasonable amount of time to re-mobilize.

ARTICLE 9-INSURANCE

- A. Prior to execution of this Contract by the CITY the CONTRACTOR shall provide certificates evidencing insurance coverage as required hereunder. All insurance policies shall be issued by companies authorized to do business under the laws of the State of Florida. The Certificates shall clearly indicate that the CONTRACTOR has obtained insurance of the type, amount, and classification as required for strict compliance with this ARTICLE and that no material change or cancellation of the insurance shall be effective without thirty (30) days prior written notice to the CITY'S representative. Compliance with the foregoing requirements shall not relieve the CONTRACTOR of its liability and obligations under this Contract.
- B. The CONTRACTOR shall maintain, during the life of this Contract, commercial general liability, including contractual liability insurance in the amount of \$500,000 per occurrence to protect the CONTRACTOR from claims for damages for bodily and personal injury, including wrongful death, as well as from claims of property damages which may arise from any operations under this Contract, whether such operations be by the CONTRACTOR or by anyone directly employed by or contracting with the CONTRACTOR.
- C. The CONTRACTOR shall maintain, during the life of this Contract, comprehensive automobile liability insurance in the minimum amount of \$500,000 combined single limit for bodily injury and property damages liability to protect the CONTRACTOR from claims for damages for bodily and personal injury, including death, as well as from claims for property damage, which may arise from the ownership, use, or maintenance of owned and non-owned automobiles, including rented automobiles whether such operations be by the CONTRACTOR or by anyone directly or indirectly employed by the CONTRACTOR.
- D. The CONTRACTOR shall maintain during the life of this Contract, adequate Worker's Compensation Insurance and Employer's Liability Insurance in at least such amounts as are required by law for all of its employees per Florida Statute Section 440.02.
- E. All insurance, other than Worker's Compensation, to be maintained by the CONTRACTOR shall specifically include the CITY as an Additional Insured".

ARTICLE 10-INDEMNIFICATION

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

The CONTRACTOR further agrees to indemnify, save harmless and defend the CITY, its agents, servants and employees from and against any claim, demand or cause of action of whatsoever kind or nature arising out of any conduct or misconduct of the CONTRACTOR its agents, servants, or employees not included in the paragraph above and for which the CITY, its agents, servants or employees are alleged to be liable. Nothing contained in this provision shall be construed or interpreted as consent by the CITY to be sued, nor as a waiver of sovereign immunity beyond the waiver provided in Section 768.28, Florida Statutes.

Notwithstanding any other provision, CONTRACTOR'S total liability for losses, whether for breach of contract, negligence for work performed or warranty, is limited to the price of the previous twelve months of Services provided under this Contract. IN NO EVENT WILL CONTRACTOR BE LIABLE FOR LOSS OF TIME, INCONVENIENCE, LIQUIDATED DAMAGES, COMMERCIAL LOSS, LOST PROFITS OR SAVINGS, OR OTHER INDIRECT, SPECIAL, INCIDENTAL OR CONSEQUENTIAL DAMAGES TO THE FULL EXTENT SUCH MAY BE DISCLAIMED BY LAW. THIS SECTION SHALL IN NO WAY OPERATE OR BE INTERPRETED AS TO RELIEVE OR LIMIT CONTRACTOR'S LIABILITY FROM ITS NEGLIGENCE WHICH RESULTS IN PERSONAL INJURY AND/OR DEATH.

ARTICLE 11-SUCCESSORS AND ASSIGNS

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

ARTICLE 12-REMEDIES

This Contract shall be governed by the laws of the State of Florida. Any and all legal action necessary to enforce the contract will be held in Palm Beach County. No remedy

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

ARTICLE 13-CONFLICT OF INTEREST

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

The CONTRACTOR shall promptly notify the CITY'S representative, in writing, by certified mail, of all potential conflicts of interest for any prospective business association, interest or other circumstance which may influence or appear to influence the CONTRACTOR'S judgment or quality of services being provided hereunder. Such written notification shall identify the prospective business association, interest or circumstance, the nature of work that the CONTRACTOR may undertake and request an opinion of the CITY as to whether the association, interest or circumstance would, in the opinion of the CITY, constitute a conflict of interest if entered into by the CONTRACTOR.

The CITY agrees to notify the CONTRACTOR of its opinion by certified mail within thirty (30) days of receipt of notification by the CONTRACTOR. If, in the opinion of the CITY, the prospective business association, interest or circumstance would not constitute a conflict of interest by the CONTRACTOR, the CITY shall so state in the notification and the CONTRACTOR shall, at its option, enter into said association, interest or circumstance and it shall be deemed not in conflict of interest with respect to services provided to the CITY by the CONTRACTOR under the terms of this Contract. In the event the CITY determines that the association, interest or circumstance would, in the opinion of the CITY, constitute a conflict of interest if entered into by the CONTRACTOR, the CONTRACTOR shall not enter into said association, interest or circumstance and should CONTRACTOR do so, it shall be deemed a material breach of this Contract.

ARTICLE 14-EXCUSABLE DELAYS

The CONTRACTOR shall not be considered in default by reason of any failure in performance if such failure arises out of causes reasonably beyond the control of the CONTRACTOR or its subcontractors and without their fault or negligence. Such causes include, but are not limited to: acts of God; natural or public health emergencies; labor disputes; freight embargoes; and abnormally severe and unusual weather conditions.

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

ARTICLE 15-ARREARS

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

ARTICLE 16-DISCLOSURE AND OWNERSHIP OF DOCUMENTS

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

This Contract does not grant directly or by implication, estoppel, or otherwise, any ownership right or license under any CONTRACTOR 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 Contract.

Any information or data in the form of specifications, drawings, reprints, technical information or otherwise furnished to the CITY under this Contract will remain CONTRACTOR'S property, will be deemed proprietary, and will be promptly returned at CONTRACTOR'S request. Any information or data in the form of specifications, drawings, reprints, technical information or otherwise furnished to the CITY under this Contract will remain CONTRACTOR'S property, will be deemed proprietary, will be kept confidential, and will be promptly returned at CONTRACTOR'S request. Unless otherwise required by law, the CITY may not disclose, without CONTRACTOR'S written permission, 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 Contract. The obligations set forth in this Section will survive the cancellation, termination, or completion of this Contract.

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

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

ARTICLE 17-INDEPENDENT CONTRACTOR RELATIONSHIP

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

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

ARTICLE 18-CONTINGENT FEES

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

ARTICLE 19-ACCESS AND AUDITS

The CONTRACTOR shall maintain adequate records to justify all charges, expenses, and costs incurred in estimating and performing the work for at least three (3) years after completion of this Contract. The CITY shall have access to such books, records, and documents as required in this section for the purpose of inspection or audit during normal business hours, at the CONTRACTOR'S place of business. In no circumstances will CONTRACTOR be required to disclose any confidential or proprietary information regarding its product and service costs.

ARTICLE 20-NONDISCRIMINATION

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

ARTICLE 21- ENFORCEMENT COSTS

If any legal action or other proceeding is brought for the enforcement of this Contract, or because of an alleged dispute, breach, default or misrepresentation in connection with any

provisions of this Contract, the successful or prevailing party or parties shall be entitled to recover reasonable attorney's fees, court costs and all expenses (including taxes) even if not taxable as court awarded costs (including, without limitation, all such fees, costs and expenses incident to appeals), incurred in that action or proceeding, in addition to any other relief to which such party or parties may be entitled.

ARTICLE 22- AUTHORITY TO PRACTICE

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

ARTICLE 23- SEVERABILITY

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

ARTICLE 24-PUBLIC ENTITY CRIMES

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

ARTICLE 25- MODIFICATIONS OF WORK

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

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

If the CITY elects to make the change, the CITY shall initiate a Contract Amendment and the CONTRACTOR shall not commence work on any such change until such written amendment is signed by the CONTRACTOR and approved and executed by the City of Riviera Beach.

ARTICLE 26- NOTICE

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

City of Riviera Beach – Police Department
Attention: Officer Kenneth Patterson
600 West Blue Heron Blvd.
Riviera Beach, FL 33404

and if sent to the CONTRACTOR shall be mailed to:

Motorola, Inc.
Attention: Cindee Smith
8000 W. Sunrise Blvd.
RCV West 11-14J
Plantation, FL 33322

ARTICLE 27- ENTIRETY OF CONTRACTUAL AGREEMENT

The CITY and the CONTRACTOR agree that this Contract sets forth the entire agreement between the parties, and that there are no promises or understandings other than those stated herein. None of the provisions, terms and conditions contained in this Contract may be added to, modified, superseded or otherwise altered, except by written instrument executed by the parties hereto in accordance with Article 26- Modifications of Work.

ARTICLE 28- WARRANTY/GUARANTY

CONTRACTOR warrants that its Services under this Contract will be free of defects in materials and workmanship for a period of ninety (90) days following completion of those Services. In the event of a breach of this warranty, the CITY'S sole remedy is to require CONTRACTOR to re-perform the non-conforming Service or to refund, on a pro-rata basis, the fees paid for the non-conforming Service. CONTRACTOR DISCLAIMS AS TO SERVICES ALL OTHER WARRANTIES, EXPRESS OR IMPLIED, INCLUDING, WITHOUT LIMITATION, THE IMPLIED WARRANTIES OF MERCHANTABILITY AND FITNESS FOR A PARTICULAR PURPOSE.

ARTICLE 29 – PROTECTION OF WORK AND PROPERTY

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

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

ARTICLE 30 – EXCLUDED SERVICES

Service does not include the repair or replacement of Equipment that has become defective or damaged due to physical or chemical misuse or abuse from causes such as lightning, power surges, or liquids.

Unless specifically included in this Contract or any attachments hereto, Service does not include repair or maintenance of any transmission line, antenna, tower or tower lighting, duplexer, combiner, or multicoupler. CONTRACTOR has no obligation or responsibility 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.

Unless specifically included in this Contract or any attachments hereto, Service does not include items that are consumed in the course of normal operation of the Equipment, such as, but not limited to, batteries, magnetic tapes, etc.

Unless specifically set forth in this Contract or any attachments hereto, Service does not include upgrading or reprogramming of Equipment; accessories, belt clips, battery chargers, custom or Special Products, modified units, or software.

Service does not include certification programs, software support, reprogramming of Software or modifications to Equipment related to assuring the correct processing, providing, or receiving of date data from, into, or between the year 1999 and the year 2000.

ARTICLE 31 – MATERIALS, TOOLS AND EQUIPMENT

All tools, equipment, dies, gauges, models, drawings or other materials paid for or furnished by CONTRACTOR for the purpose of this Contract will be and remain the sole property of CONTRACTOR. The CITY will safeguard all such property while it is in the CITY'S custody or control, be liable for any loss or damage to such property when such loss or damage is the result of the City's negligence and return it to CONTRACTOR upon request. Such property will be held by the CITY for CONTRACTOR'S use

without charge and may be removed from the CITY'S premises by CONTRACTOR after providing written notice to City.

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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

CONTRACTOR: Motorola, Inc.

By: Garel Curry
Garel Curry, Area Service Manager

BY: Michael D. Brown
MICHAEL D. BROWN
MAYOR

Date: 10/3/05

ATTEST: Carrie E. Ward
CARRIE E. WARD, CITY CLERK

(SEAL)

DATE: November 17, 2005

BY: Ronald H. By
APPROVED AS TO FORM AND
LEGAL SUFFICIENCY

BY: Garel Curry
APPROVED AS TO TERMS AND
CONDITIONS

BY: Cu
CITY ATTORNEY

DATE: G

EXHIBIT "A"
SCOPE OF WORK

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

Severity Definitions Table

Severity Level	Problem Types
Severity 1	<ul style="list-style-type: none"> ▪ Response is provided Continuously ▪ Major System failure ▪ 33% of System down ▪ 33% of Site channels down ▪ Site Environment alarms (smoke, access, temp, AC power. ▪ 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.
Severity 2	<ul style="list-style-type: none"> ▪ Response during Standard Business Day ▪ Significant System Impairment not to exceed 33% of system down ▪ System problems presently being monitored ▪ 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
Severity 3	<ul style="list-style-type: none"> ▪ Response during Standard Business Day ▪ Intermittent system issues ▪ Information questions ▪ Upgrades/Preventative maintenance ▪ 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.

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

Technical Support Service

1.0 Description of Services

The Technical Support service provides centralized remote telephone support for technical issues that require a high level of communications systems expertise or troubleshooting on Equipment. The Motorola System Support Center's (SSC) Technical Support Operation is staffed with technologists who specialize in the diagnosis and resolution of system performance issues. Technical Support Service (i) does not include software upgrades that may be required for issue resolution; and (ii) does not include Customer training (iii) is only available for those system types supported and approved by Technical Support Operations.

Technical Support is applicable to the following system types: Astro 25 6.x, SmartZone v2.0.3 and higher, SmartZone/OmniLink, E911, Private Data v2.0.3 and higher, SmartNet and Conventional Two-Way.

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. Respond to requests for Technical Support for the Restoration of failed Systems and diagnosis of operation problems in accordance with the response times set forth in the Remote Technical Support Response Times Table and the Severity Level defined in the Severity Definitions Table.
- 2.2. Advise caller of procedure for determining any additional requirements for issue characterization, Restoration, including providing a known fix for issue resolution when available.
- 2.3. Attempt remote access to System for remote diagnostics, when possible.
- 2.4. Maintain communication with the Servicer or Customer in the field until close of the Case, as needed.
- 2.5. Coordinate technical resolutions with agreed upon third party vendor(s), as needed.
- 2.6. Escalate and manage support issues, including Systemic issues, to Motorola engineering and product groups, as applicable.
- 2.7. Escalate the Case to the appropriate party upon expiration of a Response time.
- 2.8. Provide Configuration Change Support and Work Flow changes to Systems that have dial in or remote access capability.
- 2.9. Determine, in its sole discretion, when a Case requires more than the Technical Support services described in this SOW and notify Customer of an alternative course of action.

3.0 Customer has the following responsibilities:

- 3.1. Provide Motorola with pre-defined information prior to Start Date necessary to complete Customer Support Plan.
 - 3.1.1. Complete database and escalation procedure forms.
 - 3.1.2. Submit changes in any information supplied in the Customer Support Plan to the Customer Support Manager.
- 3.2. Contact the SSC in order to access the Technical Support Operation, provide name of caller, name of Customer, System ID number, Service Agreement number, site(s) in questions, and brief description of the problem.
- 3.3. Supply on-site presence when requested by System Support Center.
- 3.4. Validate issue resolution prior to close of the Case.



- 3.5. Allow Motorola remote access to the System by equipping the System with the necessary Connectivity.
- 3.6. Acknowledge that Cases will be handled in accordance with the times and priorities as defined in Remote Technical Support Response Times Table and the Severity Level defined in the Severity Definitions Table.
- 3.7. Cooperate with Motorola and perform all acts that are reasonable or necessary to enable Motorola to provide the Technical Support service to Customer.

Severity Definitions Table

Severity Level	Problem Types
Severity 1	<ul style="list-style-type: none"> ▪ Response is provided Continuously ▪ Major System failure ▪ 33% of System down ▪ 33% of Site channels down ▪ Site Environment alarms (smoke, access, temp, AC power. ▪ 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.
Severity 2	<ul style="list-style-type: none"> ▪ Response during Standard Business Day ▪ Significant System Impairment not to exceed 33% of system down ▪ System problems presently being monitored ▪ 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
Severity 3	<ul style="list-style-type: none"> ▪ Response during Standard Business Day ▪ Intermittent system issues ▪ Information questions ▪ Upgrades/preventative maintenance ▪ 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.

Remote Technical Support Response Times Table

SEVERITY	RESPONSE
Severity 1	Within 1 Hour from receipt of Notification, Continuously
Severity 2	Within 4 Hours from receipt of Notification, Standard Business Day
Severity 3	Within next Business Day, Standard Business Day

Statement of Work

Infrastructure Repair with Advanced Replacement

1.0 Description of Services

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

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

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

2.0 Motorola has the following responsibilities:

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

- 2.7.5. Perform a System Test on select Infrastructure.
- 2.8. Provide the following service on select third party Infrastructure:
 - 2.8.1. Perform pre-diagnostic and repair services to confirm Infrastructure malfunction and eliminate sending Infrastructure with no trouble found (NTF) to third party vendor for repair, when applicable.
 - 2.8.2. Ship malfunctioning Infrastructure to the original equipment manufacturer or third party vendor for repair service, when applicable.
 - 2.8.3. Track Infrastructure sent to the original equipment manufacturer or third party vendor for service.
 - 2.8.4. Perform a post-test after repair by Motorola, original equipment manufacturer, or third party vendor to confirm malfunctioning Infrastructure has been repaired and functions properly in a Motorola System configuration, when applicable.
- 2.9. Re-program repaired Infrastructure to original operating parameters based on templates provided by Customer as required by Section 3.5. If Customer template is not provided or is not reasonably usable, a standard default template will be used. If IDO determines that the malfunctioning Infrastructure is due to a Software defect, IDO reserves the right to reload Infrastructure with a similar Software version. Enhancement Release(s), if needed, are subject to additional charges to be paid by Customer unless the Customer has a Motorola Software Subscription agreement.
- 2.10. Properly package repaired Infrastructure unless Customer's malfunctioning FRU was exchanged with an IDO FRU. Motorola will return Customer's FRU(s) to IDO's FRU inventory, upon completion of repair.
- 2.11. Ship repaired Infrastructure to the Customer specified address during normal operating hours set forth in 2.4.1. FRU will be sent two-day air unless otherwise requested. Motorola will pay for such shipping, unless Customer requests shipments outside of the above mentioned standard business hours and/or carrier programs, such as NFO (next flight out). In such cases, Customer will be subject to shipping and handling charges.

3.0 Customer has the following responsibilities:

- 3.1. Contact or instruct Servicer to contact the Motorola System Support Center (SSC) and request an Advanced Replacement, or Loaner FRU and a return authorization number (necessary for all non-Advanced Replacement repairs) prior to shipping malfunctioning Infrastructure or third party Infrastructure named in the applicable attached Exhibit.
 - 3.1.1. Provide model description, model number, serial number, type of System and Firmware version, symptom of problem and address of site location for FRU or Infrastructure.
 - 3.1.2. Indicate if Infrastructure or third party Infrastructure being sent in for service was subjected to physical damage or lightning damage.
 - 3.1.3. Follow Motorola instructions regarding inclusion or removal of Firmware and Software applications from Infrastructure being sent in for service.
 - 3.1.4. Provide Customer purchase order number to secure payment for any costs described herein.
- 3.2. Pay for shipping of Advanced Replacement or Loaner FRU from IDO if Customer requested shipping outside of standard business hours or carrier programs set forth in section 2.4.1.
- 3.3. Within five (5) days of receipt of the Advanced Replacement FRU from IDO's FRU inventory, properly package Customer's malfunctioning Infrastructure and ship the malfunctioning Infrastructure to IDO for evaluation and repair as set forth in 2.7. Customer must send the return air bill, referenced in 2.4.2 above back to IDO in order to ensure proper tracking of the returned Infrastructure. Customer will be subject to a replacement fee for malfunctioning Infrastructure not properly returned. For Infrastructure and/or third party Infrastructure repairs that are not exchanged in advance, properly package Infrastructure and ship the malfunctioning FRU, at Customer's expense and risk of loss to Motorola. Customer is responsible for properly packaging the Customer malfunctioning Infrastructure FRU to ensure that the shipped Infrastructure arrives un-damaged and in repairable condition. Clearly print the return authorization number on the outside of the packaging.
- 3.4. If received, Customer must properly package and ship Loaner FRU back to IDO within five (5) days of receipt of Customer's repaired FRU.
- 3.5. Maintain templates of Software/applications and Firmware for reloading of Infrastructure as set forth in paragraph 2.3 and 2.9.
- 3.6. Cooperate with Motorola and perform all acts that are reasonable or necessary to enable Motorola to provide the Infrastructure Repair with Advanced Replacement services to Customer.



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

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



SmartZone System Infrastructure Exhibit	Inclusions, Exclusions, Exceptions and Notes for Infrastructure Repair
Antenna Systems	Excludes all Equipment such as bi-directional amplifiers, multicouplers, combiners, tower top pre-amplifiers, antennas, cables, towers, tower lighting, and transmission lines.
Base Station(s) and Repeater(s)	Includes: Quantar, Quantro, Digital MSF5000 and MTR2000 ONLY .
Central Electronics Bank(s)	Includes Logging Recorder Interface and Network Hub
Channel Bank(s)	Includes Premisys and Telco. Excludes Siemens
Comparator(s)	Includes Spectratrac, Digitac, and Astrotac Comparators.
Computer(s)	Includes computers (Pentium I, II, III, IV) directly interface with or control the communications System, including SiteLens and Systemwatch II. 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 display image retention.
Console(s)	Includes consoles (Centracom II, Centracom Gold Classic, Centracom Gold Elite) as part of complete communication System - ONLY . Includes headset jacks, dual footswitches, and gooseneck microphones. Excludes Centracom I.
Controller(s) -Trunking	Includes SmartNet II prime and remote controllers. Excludes SSMT and SCMS controllers.
Dictaphones and Recording Equipment	Excludes all types and models.
Digital Interface Unit(s)	Included
Digital Signaling Modem(s)	Included upon modem model availability
Digital Voice Modem(s)	Included upon modem model availability
Embassy Switch	Includes AEB, AIMI, ZAMBI, AMB
Management Terminals	Includes computers (Pentium I, II, III, IV) directly interface with or control the communications System, including SiteLens and Systemwatch II. Excludes laptop computers and all 286, 386, 486 computers.
MBEX(s) or NOVA Interconnect	Included
Microwave Equipment.	Excluded from service agreement but may be repaired on an above contract, time and material basis. All Equipment must be shipped to IDO. Excludes any on-site services.
Monitor(s)	Includes all monitors connected to computers that directly interface with or control the communications System. Includes flat panel displays and touch screen monitors. Excludes defective or phosphor-burned cathode ray tubes CRT(s) and burned-in flat panel display image retention.
Moscad	Only NFM (Network Fault Management), as part of communication System only. Standalone MOSCAD and System Control and Data Acquisition (SCADA) must be quoted separately. Excludes Fire alarming systems.
Network Fault Management	Includes Full Vision. Excludes NMC
Printer(s)	Includes printers that directly interface with the communications System.
RAS(s)	Excludes RAS 1100, 1101 and 1102
Receiver(s)	Includes Quantar and MTR2000. ASTRO-TAC Receivers.
Simulcast Distribution Amplifier(s)	Included
Site Frequency Standard(s)	Includes Rubidium, GPS and Netclocks systems sold with the Motorola System.
Universal Simulcast Controller Interface(s)	Included
UPS Systems.	Excluded from service agreements but may be repaired on an above contract, time and material basis. All UPS Systems must be shipped to IDO for repair. Excludes any on-site services. Excludes all batteries.
Zone Manager	Excludes HP715/33, HP 715/50 servers. Excludes x-terminals NDS14C and NDS17C
Zone Controller(s)	Includes console terminals. Excludes ALL Sun/IMP hard drives <u>except</u> TLN3495A 0820 1 GB drive. Excludes the following SUN/IMP CPUSets: TLN3278B 0406, TLN3343A 0424 and TLN3278A 0181/0389.

Customer: Riviera Beach, City of

Effective: 10/1/2005

SmartZone Radio Equipment

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

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 a 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 ID number.
 - 3.3.2. Problem description and site location.
 - 3.3.3. Other pertinent information requested by Motorola to open a Case.
- 3.4. Allow Servicicers 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"> ▪ Response is provided Continuously ▪ Major System failure ▪ 33% of System down ▪ 33% of Site channels down ▪ Site Environment alarms (smoke, access, temp, AC power. ▪ 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.
Severity 2	<ul style="list-style-type: none"> ▪ Response during Standard Business Day ▪ Significant System Impairment not to exceed 33% of system down ▪ System problems presently being monitored ▪ 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
Severity 3	<ul style="list-style-type: none"> ▪ Response during Standard Business Day ▪ Intermittent system issues ▪ Information questions ▪ Upgrades/Preventative maintenance ▪ 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.

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

Technical Support Service

1.0 Description of Services

The Technical Support service provides centralized remote telephone support for technical issues that require a high level of communications systems expertise or troubleshooting on Equipment. The Motorola System Support Center's (SSC) Technical Support Operation is staffed with technologists who specialize in the diagnosis and resolution of system performance issues. Technical Support Service (i) does not include software upgrades that may be required for issue resolution; and (ii) does not include Customer training (iii) is only available for those system types supported and approved by Technical Support Operations.

Technical Support is applicable to the following system types: Astro 25 6.x, SmartZone v2.0.3 and higher, SmartZone/OmniLink, E911, Private Data v2.0.3 and higher, SmartNet and Conventional Two-Way.

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. Respond to requests for Technical Support for the Restoration of failed Systems and diagnosis of operation problems in accordance with the response times set forth in the Remote Technical Support Response Times Table and the Severity Level defined in the Severity Definitions Table.
- 2.2. Advise caller of procedure for determining any additional requirements for issue characterization, Restoration, including providing a known fix for issue resolution when available.
- 2.3. Attempt remote access to System for remote diagnostics, when possible.
- 2.4. Maintain communication with the Servicer or Customer in the field until close of the Case, as needed.
- 2.5. Coordinate technical resolutions with agreed upon third party vendor(s), as needed.
- 2.6. Escalate and manage support issues, including Systemic issues, to Motorola engineering and product groups, as applicable.
- 2.7. Escalate the Case to the appropriate party upon expiration of a Response time.
- 2.8. Provide Configuration Change Support and Work Flow changes to Systems that have dial in or remote access capability.
- 2.9. Determine, in its sole discretion, when a Case requires more than the Technical Support services described in this SOW and notify Customer of an alternative course of action.

3.0 Customer has the following responsibilities:

- 3.1. Provide Motorola with pre-defined information prior to Start Date necessary to complete Customer Support Plan.
 - 3.1.1. Complete database and escalation procedure forms.
 - 3.1.2. Submit changes in any information supplied in the Customer Support Plan to the Customer Support Manager.
- 3.2. Contact the SSC in order to access the Technical Support Operation, provide name of caller, name of Customer, System ID number, Service Agreement number, site(s) in questions, and brief description of the problem.
- 3.3. Supply on-site presence when requested by System Support Center.
- 3.4. Validate issue resolution prior to close of the Case.

- 3.5. Allow Motorola remote access to the System by equipping the System with the necessary Connectivity.
- 3.6. Acknowledge that Cases will be handled in accordance with the times and priorities as defined in Remote Technical Support Response Times Table and the Severity Level defined in the Severity Definitions Table.
- 3.7. Cooperate with Motorola and perform all acts that are reasonable or necessary to enable Motorola to provide the Technical Support service to Customer.

Severity Definitions Table

Severity Level	Problem Types
Severity 1	<ul style="list-style-type: none"> ▪ Response is provided Continuously ▪ Major System failure ▪ 33% of System down ▪ 33% of Site channels down ▪ Site Environment alarms (smoke, access, temp, AC power). ▪ 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.
Severity 2	<ul style="list-style-type: none"> ▪ Response during Standard Business Day ▪ Significant System Impairment not to exceed 33% of system down ▪ System problems presently being monitored ▪ 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
Severity 3	<ul style="list-style-type: none"> ▪ Response during Standard Business Day ▪ Intermittent system issues ▪ Information questions ▪ Upgrades/preventative maintenance ▪ 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.

Remote Technical Support Response Times Table

SEVERITY	RESPONSE
Severity 1	Within 1 Hour from receipt of Notification, Continuously
Severity 2	Within 4 Hours from receipt of Notification, Standard Business Day
Severity 3	Within next Business Day, Standard Business Day

Statement of Work

Infrastructure Repair with Advanced Replacement

1.0 Description of Services

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

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

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

2.0 Motorola has the following responsibilities:

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

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

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

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



911 System Infrastructure Exhibit	Inclusions, Exclusions, Exceptions and Notes for Infrastructure Repair
ALI Controller	Includes Analog Station Card(s), Caller ID Board(s), Conference Board(s), DTMF Tone Receiver Board(s), Digital Station Card(s), E&M Card(s), Ground Loop Start Card(s), MF Receiver Board(s), 911 Line Card(s)
ANI Controller	Included
Client Computer(s)	Includes computers (Pentium I, II, III, IV) directly interface with or control the communications System, including SiteLens and Systemwatch II. 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 display image retention.
Dictaphones and Recording Equipment	Excludes all types and models.
Hub(s)	Included
Line Boosters/Amplifier/Short haul modems	Excludes all
Modem(s)	Includes TDD Modem. Includes UDS202T, Memotech Digital, US Robotics Sportster, US Robotics Carrier V. Everything, UDS 2440, Hayes Accura, Hayes Smartmodem, BOCA Research Tidalwave. Excludes short haul modems and Avatex 1200, Practical Peripheral, UDS Fasttalk II
Monitor(s)	Includes all monitors connected to computers that directly interface with or control the communications System. Excludes defective or phosphor-burned cathode ray tubes CRT(s) and burned-in flat panel displays image retention.
Network Switches	Included
Printer(s)	Includes printers that directly interface with the communications System.
Power Supplies	Includes PDU 120, PDU 288, RPU 48
Ring Generator(s)	Included
Routers	Included
SEB II /SiteSentry	Included
Server(s) - ALI, Data base	Includes computers (Pentium I, II, III, IV) directly interface with or control the communications System, including SiteLens and Systemwatch II. Includes 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 display image retention. Excludes Intrados Loc ALI
Telephone(s)	Includes up to six (6) administrative phones, and all 911 and KEM phones.
Terminals	Includes Wyse 370 and Qume VT70.
TDD Detector(s)	Includes Keytronics, and UltraTec
UPS Systems.	Excluded from service agreements but may be repaired on an above contract, time and material basis. All UPS Systems must be shipped to IDO for repair. Excludes any on-site services. Excludes all batteries.



SmartZone System Infrastructure Exhibit	Inclusions, Exclusions, Exceptions and Notes for Infrastructure Repair
Antenna Systems	Excludes all Equipment such as bi-directional amplifiers, multicouplers, combiners, tower top pre-amplifiers, antennas, cables, towers, tower lighting, and transmission lines.
Base Station(s) and Repeater(s)	Includes: Quantar, Quantro, Digital MSF5000 and MTR2000 ONLY .
Central Electronics Bank(s)	Includes Logging Recorder Interface and Network Hub
Channel Bank(s)	Includes Premisys and Telco . Excludes Siemens
Comparator(s)	Includes Spectratrac, Digitac, and Astrotac Comparators.
Computer(s)	Includes computers (Pentium I, II, III, IV) directly interface with or control the communications System, including SiteLens and Systemwatch II. 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 display image retention.
Console(s)	Includes consoles (Centracom II, Centracom Gold Classic, Centracom Gold Elite) as part of complete communication System - ONLY . Includes headset jacks, dual footswitches, and gooseneck microphones. Excludes Centracom I.
Controller(s) -Trunking	Includes SmartNet II prime and remote controllers. Excludes SSMT and SCMS controllers.
Dictaphones and Recording Equipment	Excludes all types and models.
Digital Interface Unit(s)	Included
Digital Signaling Modem(s)	Included upon modem model availability
Digital Voice Modem(s)	Included upon modem model availability
Embassy Switch	Includes AEB, AIMI, ZAMBI, AMB
Management Terminals	Includes computers (Pentium I, II, III, IV) directly interface with or control the communications System, including SiteLens and Systemwatch II. Excludes laptop computers and all 286, 386, 486 computers.
MBEX(s) or NOVA Interconnect	Included
Microwave Equipment.	Excluded from service agreement but may be repaired on an above contract, time and material basis. All Equipment must be shipped to IDO. Excludes any on-site services.
Monitor(s)	Includes all monitors connected to computers that directly interface with or control the communications System. Includes flat panel displays and touch screen monitors. Excludes defective or phosphor-burned cathode ray tubes CRT(s) and burned-in flat panel display image retention.
Moscad	Only NFM (Network Fault Management), as part of communication System only. Standalone MOSCAD and System Control and Data Acquisition (SCADA) must be quoted separately. Excludes Fire alarming systems.
Network Fault Management	Includes Full Vision. Excludes NMC
Printer(s)	Includes printers that directly interface with the communications System.
RAS(s)	Excludes RAS 1100, 1101 and 1102
Receiver(s)	Includes Quantar and MTR2000, ASTRO-TAC Receivers.
Simulcast Distribution Amplifier(s)	Included
Site Frequency Standard(s)	Includes Rubidium, GPS and Netclocks systems sold with the Motorola System.
Universal Simulcast Controller Interface(s)	Included
UPS Systems.	Excluded from service agreements but may be repaired on an above contract, time and material basis. All UPS Systems must be shipped to IDO for repair. Excludes any on-site services. Excludes all batteries.
Zone Manager	Excludes HP715/33, HP 715/50 servers. Excludes x-terminals NDS14C and NDS17C
Zone Controller(s)	Includes console terminals. Excludes ALL Sun/IMP hard drives <u>except</u> TLN3495A 0820 1 GB drive. Excludes the following SUN/IMP CPUSET's: TLN3278B 0406, TLN3343A 0424 and TLN3278A 0181/0389.

RESOLUTION NO. 193-05

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF RIVIERA BEACH, PALM BEACH COUNTY, FLORIDA, AUTHORIZING THE FINANCE DIRECTOR TO MAKE PAYMENT TO PALM BEACH COUNTY AQUARIUM INC. AND APPROPRIATE GENERAL FUND FUND BALANCE IN THE AMOUNT OF \$100,000, FROM ACCOUNT NUMBER 001-00-399999 AND INCREASING THE EXPENDITURE BUDGET, ACCOUNT NUMBER 001-0203-519-0-8200 IN THE AMOUNT OF \$100,000; AND PROVIDING AN EFFECTIVE DATE.

WHEREAS, at the September 11, 2002, the City Council committed donating \$100,000 towards the aquarium development effort; and

WHEREAS, they also named the aquarium after John H. Perry, Jr.; and

WHEREAS, it was anticipated that the money be used to assist with the design, funding, and construction of the Aquarium Project effort in Riviera Beach; and

WHEREAS, as a condition of the grant the Palm Beach County Aquarium, Inc. is required to submit quarterly reports detailing the progress toward the implementation of the Aquarium project effort.

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

SECTION 1. That the City Council hereby authorizes the Finance Director to appropriate fund balance in the General Fund in the amount of \$100,000 and increasing the expenditure budget, account number 001-0203-519-0-8200 Aid to Private Organizations in the amount of \$100,000.

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

PASSED and APPROVED this 9 DAY OF November, 2005.

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RESOLUTION NO. 193-05
PAGE 2

PASSED and APPROVED this 9 day of November, 2005.

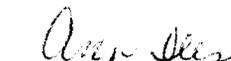
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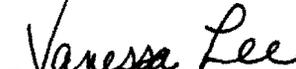

MICHAEL D. BROWN
MAYOR

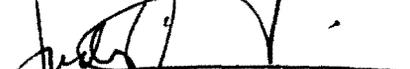

ELIZABETH "LIZ" WADE
CHAIRPERSON

ATTEST:


CARRIE E. WARD,
MASTER MUNICIPAL CLERK
CITY CLERK

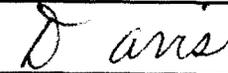

ANN ILES
CHAIR PRO TEM

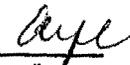

VANESSA LEE
COUNCILPERSON

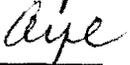

JUDY L. DAVIS
COUNCILPERSON

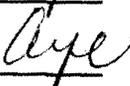

EDWARD RODGERS
COUNCILPERSON

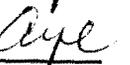
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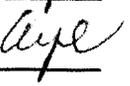
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V. LEE: 

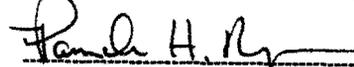
J. DAVIS: 

E. WADE: 

E. RODGERS: 

A. ILES: 

REVIEWED AS TO LEGAL SUFFICIENCY


PAMALA HANNA RYAN, CITY ATTORNEY

DATE: 11/4/05

RESOLUTION NO. 192-05

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF RIVIERA BEACH, PALM BEACH COUNTY, FLORIDA, AUTHORIZING THE MAYOR AND THE CITY CLERK TO EXECUTE A CONTRACT FOR DISASTER SERVICES WITH POST, BUCKLEY, SCHUH AND JERNIGAN (PBS&J) ENGINEERING FIRM FOR THE PREPARATION OF GRANT AND FEMA WORKSHEET; IDENTIFYING IMPROVED OR ALTERNATE PROJECTS; IDENTIFYING COST-EFFECTIVE MITIGATION MEASURES; IDENTIFYING/RESOLVING OTHER SPECIAL CONSIDERATIONS AND DEBRIS MONITORING SERVICES BY PIGGYBACKING OFF THE TOWN OF PALM BEACH CONTRACT P.O. NO. 41078. AND THE CITY OF WEST PALM BEACH CONTRACT NO. RL#20030207-0-IWAO-01 AT THE COST NOT TO EXCEED \$200,000; PAYMENT TO BE MADE FROM THE MAJOR DISASTER FUND ACCOUNT NO. 607-0203-525-1-4904; AND PROVIDING AN EFFECTIVE DATE.

WHEREAS, the City of Riviera Beach staff prepared the necessary documentation for reimbursement from FEMA for Hurricanes Frances and Jeanne; and

WHEREAS, the City administration has determined that it will be more cost effective and efficient for the City's overall service delivery systems to contract for this service; and

WHEREAS, the most timely and efficient process is to piggy-back on existing contracts with the Town of Palm Beach and the City of West Palm Beach; and

WHEREAS, compensation for services will be required only in the event of an identified disaster; and

WHEREAS, City Council will take the action to actually appropriate funds in the event of an identified disaster.

WHEREAS, the City Council authorizes the Mayor and Finance Director to make payment not to exceed \$200,000 from Account No. 607-0203-525-1-4904 once the event occurs and funds have been appropriated.

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

SECTION 1. That the City Manager is authorized to contract with PBS&J for preparation of grant and FEMA reimbursement worksheets; preparation identifying cost effective mitigation measures; identifying/resolving other special considerations and debris monitoring services.

SECTION 2. That services are only required in the event of an identified disaster within the City of Riviera Beach by the Mayor.

SECTION 3. That the Mayor and Finance Director are authorized to make payments not to exceed \$200,000 to PBS&J from Account No. 607-0203-525-1-4904.

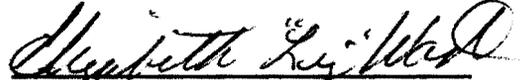
SECTION 4. This Resolution shall take effect upon its passage and approval by the City Council.

PASSED AND APPROVED THIS 9 DAY OF November, 2005.

APPROVED:



MICHAEL D. BROWN
MAYOR

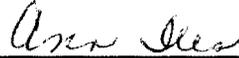


ELIZABETH "LIZ" WADE
CHAIRPERSON

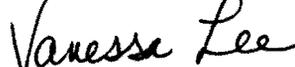
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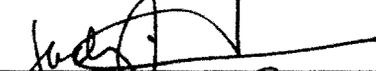
CARRIE E. WARD,
MASTER MUNICIPAL CLERK
CITY CLERK



ANN ILES
CHAIRPERSON PRO TEM



VANESSA LEE
COUNCILPERSON

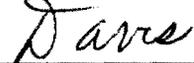


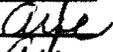
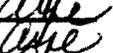
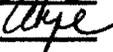
JUDY L. DAVIS
COUNCILPERSON

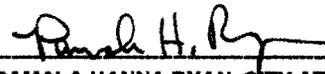


EDWARD RODGERS
COUNCILPERSON

MOTIONED BY: 

SECONDED BY: 

E. WADE: 
A. ILES: 
V. LEE: 
J. DAVIS: 
E. RODGERS: 

REVIEWED AS TO LEGAL SUFFICIENCY


PAMALA HANNA RYAN, CITY ATTORNEY

DATE: 11/4/05

[FDW, Apr. 081005]

RESOLUTION NO. 191-05

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF RIVIERA BEACH, PALM BEACH COUNTY, FLORIDA, AMENDING THE FISCAL YEAR 2005 BUDGET FOR GOODMARK PARK BY TRANSFERRING \$17,000 FROM THE RECREATION & PARKS CAPITAL IMPACT CONTINGENCY ACCOUNT NUMBER 303-1234-572-0-5999 TO THE IMPROVEMENTS OTHER THAN BUILDING ACCOUNT NUMBER 303-1234-572-0-6351; AND PROVIDING AN EFFECTIVE DATE.

WHEREAS, Resolution number 25-05 established a budget using the Recreation & Parks Capital Impact Fee Funds putting \$44,415 in the Improvements Other Than Building Account and \$17,000 in the Project Contingency Account; and

WHEREAS, it is now necessary to transfer the funds from the contingency account to move forward with the completion of the project.

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

SECTION 1. That the City Council hereby authorizes the Finance Director to transfer \$17,000 from the Recreation & Parks Capital Impact Fee Contingency Account 303-1234-572-0-5999 for Goodmark Park to the Recreation and Parks Capital Impact Fee Improvements Other Than Building Account 303-1234-572-0-6351.

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

PASSED and APPROVED this 9 DAY OF November, 2005.

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APPROVED:

Michael D. Brown
MICHAEL D. BROWN
MAYOR

Elizabeth "Liz" Wade
ELIZABETH "LIZ" WADE
CHAIRPERSON

ATTEST:
Carrie E. Ward
CARRIE E. WARD,
MASTER MUNICIPAL CLERK
CITY CLERK

Ann Iles
ANN ILES
CHAIR PRO TEM

Vanessa Lee
VANESSA LEE
COUNCILPERSON

Judy L. Davis
JUDY L. DAVIS
COUNCILPERSON

Edward Rodgers
EDWARD RODGERS
COUNCILPERSON

- MOTIONED BY: *Iles*
SECONDED BY: *Lee*
V. LEE: *Aye*
J. DAVIS: *Aye*
E. WADE: *Aye*
E. RODGERS: *Aye*
A. ILES: *Aye*

REVIEWED AS TO LEGAL SUFFICIENCY
Pamala Hanna Ryan
PAMALA HANNA RYAN, CITY ATTORNEY

DATE: *11/4/05*