

RESOLUTION NO. 214-04

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF RIVIERA BEACH, PALM BEACH COUNTY, FLORIDA, RECLASSIFYING THE UNCLASSIFIED POSITION OF PROGRAM COORDINATOR TO DRUG COURT COORDINATOR, CREATING THE UNCLASSIFIED POSITION OF ASSISTANT DRUG COURT COORDINATOR FOR THE CIVIL DRUG COURT DIVISION OF THE EXECUTIVE DEPARTMENT AND DELETING THE UNCLASSIFIED POSITION PROGRAM COORDINATOR; AND PROVIDING AN EFFECTIVE DATE.

WHEREAS, the unclassified position of Program Coordinator is on the City's Job Classification List; and

WHEREAS, the position of Program Coordinator is housed in the Civil Drug Court Division of the Executive Department; and

WHEREAS, the current position of Program Coordinator does not specially identify the duties required to perform in Civil Drug Court; and

WHEREAS, the City Council has approved the reclassification of Program Coordinator to Drug Court Coordinator in the 2004-2005 Budget; and

WHEREAS, the City Council has also approved, during budget session, the creation of the unclassified position of Assistant Drug Court Coordinator; and

WHEREAS, the position of Drug Court Coordinator and Assistant Drug Court Coordinator must be added to the City's Job Classification List; and

WHEREAS, no one occupies the classification of Program Coordinator and it should be deleted from the City's Job Classification List.

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 following unclassified position be reclassified in the Civil Drug Court 2004-2005 Budget of the Executive Department:

FROM

| <u>SALARY SCHEDULE</u> | <u>POSITION</u> | <u>GRADE</u> | <u>SALARY RANGE</u> |
|-------------------------------|------------------------|---------------------|----------------------------|
| ADMINISTRATIVE | PROGRAM COORDINATOR | 16 | \$37,591 - \$58,266 |

TO

| <u>SALARY SCHEDULE</u> | <u>POSITION</u> | <u>GRADE</u> | <u>SALARY RANGE</u> |
|-------------------------------|---------------------------|---------------------|----------------------------|
| ADMINISTRATIVE | DRUG COURT COORDINATOR | 18 | \$40,489 - \$62,759 |

SECTION 2: That the following unclassified position be created and added to the City's Job Classification List:

| <u>SALARY SCHEDULE</u> | <u>POSITION</u> | <u>GRADE</u> | <u>SALARY RANGE</u> |
|-------------------------------|-------------------------------------|---------------------|----------------------------|
| ADMINISTRATIVE | ASSISTANT DRUG COURT COORDINATOR | 14 | \$34,692 - \$53,774 |

SECTION 3: That the following unclassified position be deleted from the Job Classification List:

| <u>SALARY SCHEDULE</u> | <u>POSITION</u> | <u>GRADE</u> | <u>SALARY RANGE</u> |
|-------------------------------|------------------------|---------------------|----------------------------|
| ADMINISTRATIVE | PROGRAM COORDINATOR | 16 | \$37,591 - \$58,266 |

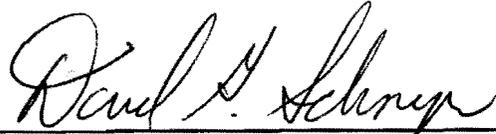
SECTION 4. That this Resolution shall take effect upon its passage and approval by City Council.

PASSED AND APPROVED this 17th day of November **2004.**

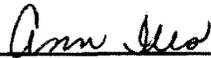
APPROVED:



MICHAEL D. BROWN
MAYOR



DAVID G. SCHNYER, CHAIRPERSON



ANN ILES, CHAIR PRO-TEM

ATTEST:



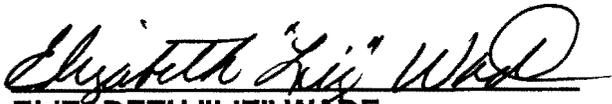
DONALD R. WILSON
COUNCILPERSON



JUDY L. DAVIS
COUNCILPERSON



CARRIE E. WARD,
MASTER MUNICIPAL CLERK
CITY CLERK



ELIZABETH "LIZ" WADE
COUNCILPERSON

MOTIONED BY: E. Wade

SECONDED BY: A. Iles

D. SCHYNER aye

A. ILES aye

D. WILSON aye

J. DAVIS aye

E. WADE aye

REVIEWED AS TO LEGAL SUFFICIENCY



PAMALA H. RYAN
CITY ATTORNEY

DATE: 11/10/04

RESOLUTION NO. 215-04

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF RIVIERA BEACH, PALM BEACH COUNTY, FLORIDA, RECLASSIFYING THE POSITION OF LIBRARIAN, TO ONE FULL TIME LIBRARY ASSISTANT AND ONE PART TIME LIBRARY ASSISTANT IN THE LIBRARY DEPARTMENT 2004- 2005 BUDGET; AND PROVIDING AN EFFECTIVE DATE.

WHEREAS, the Library Department has had great difficulty in filling the position of Librarian due to salary; and

WHEREAS, the department believes that by reclassifying the position, these positions may better serve the community; and

WHEREAS, the department has recommended that the position of Librarian be deleted; and

WHEREAS, it is requested that Librarian position be changed to one full time Library Assistant and one part-time Library Assistant.

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 following classified position be deleted from the Library Department Fiscal 2004 – 2005 Budget as follows:

| <u>JOB CLASSIFICATION LIST</u> | <u>POSITION</u> | <u>GRADE</u> | <u>SALARY</u> |
|--------------------------------|-----------------|--------------|--------------------|
| SUPERVISORY/CONFIDENTIAL | Librarian | 13 | \$33,242- \$51,527 |

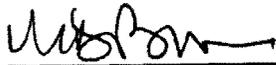
SECTION 2. That the one full time and one part time classified position of Library Assistant be added to the Library Department Budget as follows:

| <u>JOB CLASSIFICATION LIST</u> | <u>POSITION</u> | <u>GRADE</u> | <u>SALARY</u> |
|--------------------------------|-------------------|--------------|---------------------|
| General | Library Assistant | 6 | \$23,792 - \$36,877 |

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

PASSED AND APPROVED this 17th day of November 2004.

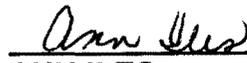
APPROVED:



MICHAEL D. BROWN
MAYOR



DAVID G. SCHNYER
CHAIRPERSON



ANN ILES
CHAIRPERSON PRO TEM



DONALD R. WILSON
COUNCIL PERSON

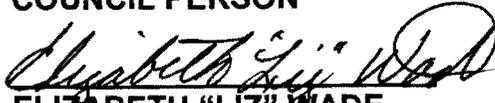
ATTEST:



CARRIE E. WARD
MASTER MUNICIPAL CLERK



JUDY L. DAVIS
COUNCIL PERSON



ELIZABETH "LIZ" WADE
COUNCIL PERSON

Motioned by: E. Wade

Seconded by: D. Wilson

D. SCHNYER aye

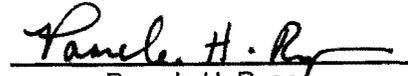
A. ILES aye

D. WILSON aye

J. DAVIS aye

E. WADE aye

REVIEWED AS TO LEGAL SUFFICIENCY



Pamala H. Ryan
City Attorney

DATE 11/9/04

RESOLUTION NO. 216-04

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF RIVIERA BEACH, PALM BEACH COUNTY, FLORIDA, AUTHORIZING THE MAYOR AND CITY CLERK TO EXECUTE MODIFICATION NUMBER ONE TO THE AGREEMENT BETWEEN THE CITY OF RIVIERA BEACH AND DEPARTMENT OF COMMUNITY AFFAIRS EXTENDING THE COMPLETION DATE FOR AVENUE P DRAINAGE PROJECT; AND PROVIDING FOR AN EFFECTIVE DATE.

WHEREAS, on August 1, 2003, the City of Riviera Beach and Department of Community Affairs entered into an agreement for receiving funds under Unmet Needs program for upgrading drainage pipes on Avenue P; and

WHEREAS, on October 6, 2004, the City Council approved a contract with Chaz Equipment Company, Inc. to install the drainage pipes; and

WHEREAS, The City and Department of Community Affairs desire to modify the agreement to extend the expiration date in order to allow for completion of the drainage work by Chaz.

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

SECTION 1. The Mayor and City Clerk are authorized to execute modification number one to the agreement with the Department of Community Affairs for Avenue P Drainage project.

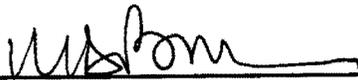
SECTION 2. This resolution shall take effect immediately upon approval by the City Council.

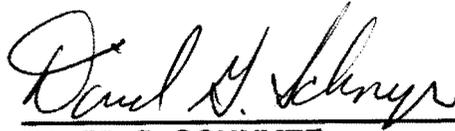
PASSED AND APPROVED this 17th day of November, 2004.

RESOLUTION NO. 216-04

PAGE -2-

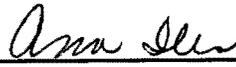
APPROVED:

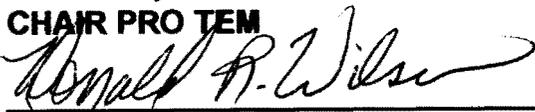

MICHAEL D. BROWN
MAYOR

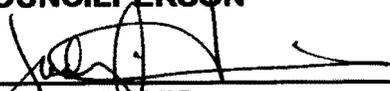

DAVID G. SCHNYER,
CHAIRPERSON

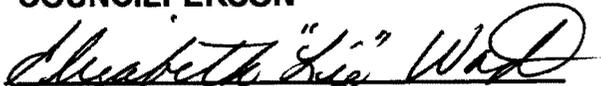
ATTEST:


CARRIE E. WARD,
MASTER MUNICIPAL CLERK
CITY CLERK


ANN ILES,
CHAIR PRO TEM


DONALD R. WILSON,
COUNCILPERSON


JUDY L. DAVIS,
COUNCILPERSON


ELIZABETH "LIZ" WADE,
COUNCILPERSON

MOTIONED BY: E. Wade

SECONDED BY: A. Iles

D. SCHNYER: aye

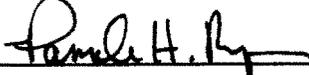
A. ILES: aye

D. WILSON: aye

J. DAVIS: aye

E. WADE: aye

REVIEWED AS TO LEGAL SUFFICIENCY


PAMALA HANNA RYAN, CITY ATTORNEY

DATE: 11/9/04

RESOLUTION NO. 217-04

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF RIVIERA BEACH, PALM BEACH COUNTY, FLORIDA, AUTHORIZING THE SALE OF CITY OWNED PROPERTY LOCATED AT THE SOUTH EAST CORNER OF WEST 13TH STREET AND AVENUE P WITH SPECIFIC CONDITIONS; AND PROVIDING FOR AN EFFECTIVE DATE.

WHEREAS, The property is owned by the City of Riviera Beach; and

WHEREAS, the property is too small to be developed independently; and

WHEREAS, the City has obtained an appraisal that values the property at seven thousand dollars; and

WHEREAS, the property can only be developed in conjunction with the adjacent property; and

WHEREAS, the adjacent property owner has offered to pay ten thousand dollars plus the appraisal fee of \$1200 dollars for a total of \$11,200 for the subject property.

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

SECTION 1. The City of Riviera Beach is hereby authorized to sell the subject property located on the south side of W 13th Street, east of Avenue P in the City of Riviera Beach to the adjacent property owner, Tim Page, for a total price of \$11,200. dollars. The property is approximately 18,295 square feet and the property control numbers are as follows: PCN 56-43-42-32-14-003-0020 & PCN 56-43-42-32-00-000-3020

SECTION 2. The property contains a City of Riviera Beach utility lift station that will remain under the ownership and control of the City of Riviera Beach. Any future development of the property will be designed around the existing lift station.

SECTION 3. This Resolution shall take effect immediately upon approval.

PASSED and APPROVED this 17th day of November, 2004.

RESOLUTION NO. 217-04
PAGE No. 2

APPROVED:



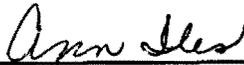
MICHAEL D. BROWN
MAYOR

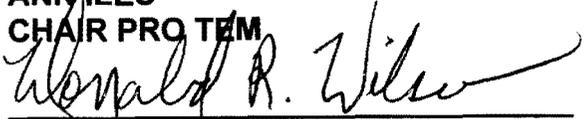


DAVID G. SCHNYER
CHAIRPERSON

ATTEST:


CARRIE E. WARD,
MASTER MUNICIPAL CLERK
CITY CLERK

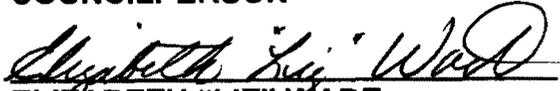


ANN ILES
CHAIR PRO TEM


DONALD R. WILSON
COUNCILPERSON



JUDY L. DAVIS
COUNCILPERSON



ELIZABETH "LIZ" WADE
COUNCILPERSON

MOTIONED BY: E. Wade

SECONDED BY: A. Iles

D. SCHNYER: aye

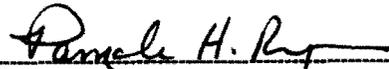
A. ILES: aye

D. WILSON: aye

J. DAVIS: aye

E. WADE: aye

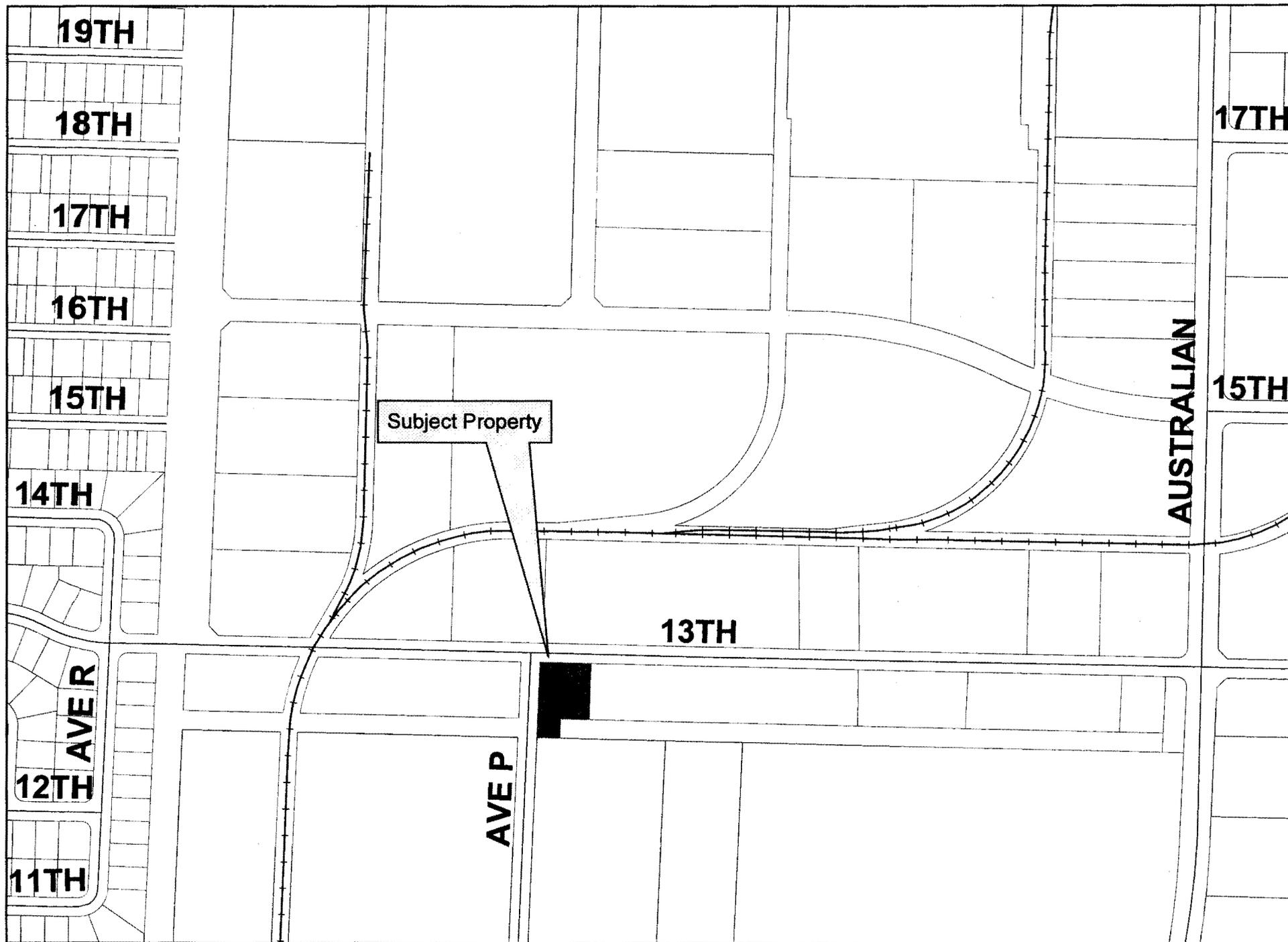
REVIEWED AS TO LEGAL SUFFICIENCY



PAMALA HANNA RYAN, CITY ATTORNEY

DATE: 10/26/04

Location Map: Subject Property - owned by City of Rivera Beach



PARENT TRACT: GENERAL DATA



Subject lift station looking east



Subject looking southeast (baseball field in background)

RESOLUTION NO. 219-04

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF RIVIERA BEACH, PALM BEACH COUNTY, FLORIDA, AUTHORIZING CITY STAFF TO PLACE EMPLOYEES OF THE COMMUNITY REDEVELOPMENT AGENCY OF THE CITY OF RIVIERA BEACH UNDER THE CITY OF RIVIERA BEACH HEALTH, DENTAL AND LIFE INSURANCE PROGRAM, EFFECTIVE NOVEMBER 1, 2004; AND PROVIDING AN EFFECTIVE DATE.

WHEREAS, the Community Redevelopment Agency of the City of Riviera Beach is in the process of renewing its health, dental and life insurance policies; and

WHEREAS, the Community Redevelopment Agency Board requested, by unanimous vote, placement of coverage for CRA Employees with the insurance carriers currently providing coverage to the City: Humana (Health), MetLife (Dental) and Reliance Standard (Life); and

WHEREAS, the City staff has obtained approval from the insurance carriers to add the CRA Employees to the City's group policy.

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 City staff to place employees of the Community Redevelopment Agency of the City of Riviera Beach under the City of Riviera Beach health, dental and life Insurance program, effective November 1, 2004.

RESOLUTION NO. 219-04
PAGE -2-

SECTION 2. That the Community Redevelopment Agency will be required to submit monthly payments in advance to the City for all insurance premiums incurred in coverage of Community Redevelopment Agency employees.

SECTION 3. That the City's Director of Human Resources, Finance Director, Risk Manager and other appropriate staff are authorized to take the necessary steps to implement this action.

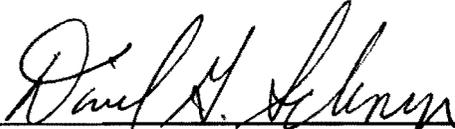
SECTION 4. This Resolution shall take effect upon its passage and adoption by the City Council.

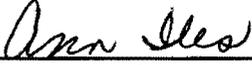
PASSED AND ADOPTED this 17th day of November, 2004.

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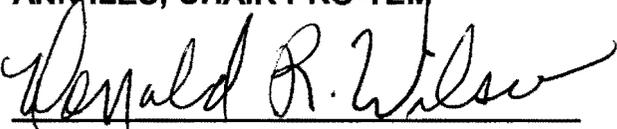
APPROVED:


MICHAEL D. BROWN
MAYOR


DAVID G. SCHNYER, CHAIRPERSON

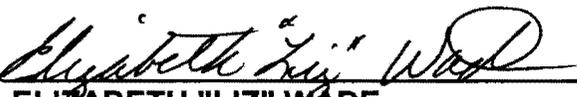

ANN ILES, CHAIR PRO-TEM

ATTEST:


DONALD R. WILSON
COUNCILPERSON


JUDY L. DAVIS
COUNCILPERSON


CARRIE E. WARD,
MASTER MUNICIPAL CLERK
CITY CLERK


ELIZABETH "LIZ" WADE
COUNCILPERSON

MOTIONED BY: E. Wade

SECONDED BY: A. Iles

D. SCHYNER aye

A. ILES aye

D. WILSON aye

J. DAVIS aye

E. WADE aye

REVIEWED AS TO LEGAL SUFFICIENCY


PAMALA H. RYAN
CITY ATTORNEY

DATE: 11/15/04

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF RIVIERA BEACH, PALM BEACH COUNTY, FLORIDA, AUTHORIZING PAYMENT TO JAMES NICHOLAS FOR THE PREPARATION OF IMPACT FEES FOR LIBRARIES, PARKS, FIRE AND POLICE FACILITIES, AND PUBLIC BUILDINGS, IN THE AMOUNT OF \$20,000; AUTHORIZING THE FINANCE DIRECTOR TO TRANSFER \$20,000 FROM GENERAL FUND CONTINGENCY ACCOUNT NUMBER 001-0203-519-0-5999 TO THE GENERAL ADMINISTRATION CONTRACT SERVICES ACCOUNT NUMBER 001-0203-519-0-3106; PROVIDING FOR AN EFFECTIVE DATE.

WHEREAS, Dr. James Nicholas, a professor at the University of Florida, and leading expert in the field of preparing impact fee ordinances prepared all the impact fee ordinances for Palm Beach County, Martin County, Palm Beach Gardens and other surrounding jurisdictions; and

WHEREAS, the City of Riviera Beach, Palm Beach County, Florida did adopt a legally defensible Impact Fees Ordinance, for libraries, parks, fire, and police facilities, and public buildings with the assistance of Dr. James Nicholas; and

WHEREAS, the City of Riviera Beach is currently collecting impact fees resulting from the professional services that Dr. James Nicholas provided to the City.

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

SECTION 1. That the City Council accepts the proposal for consulting services for services rendered by Dr. James C. Nicholas, who assisted the City in analyzing information and preparing the Impact Fee Ordinance adopted by the City Council.

SECTION 2. That the Finance Director is authorized to transfer \$20,000 from General Fund Contingency account number 001-0203-519-0-5999 to the General Administration's Division Contract Services account number 001-0203-519-0-3106.

SECTION 3. That the Mayor and Director of Finance are authorized to make payment in the amount of \$20,000 to James Nicholas from the General Administrations Division Contract Services account number 001-0203-519-0-3106.

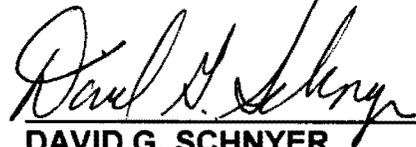
SECTION 4. This Resolution shall take effect immediately upon its passage.

PASSED AND APPROVED this 17th day of November, 2004

APPROVED:



MICHAEL D. BROWN
MAYOR

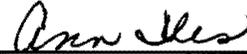


DAVID G. SCHNYER
CHAIRPERSON

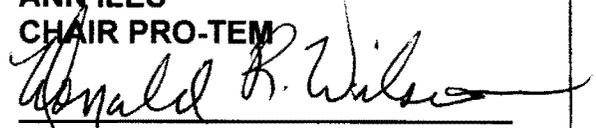
ATTEST:



CARRIE E. WARD,
MASTER MUNICIPAL CLERK
CITY CLERK



ANN ILES
CHAIR PRO-TEM



DONALD R. WILSON
COUNCILPERSON



JUDY L. DAVIS
COUNCILPERSON



ELIZABETH "LIZ" WADE
COUNCILPERSON

MOTIONED BY: E. Wade

SECONDED BY: A. Iles

D. SCHNYER: aye

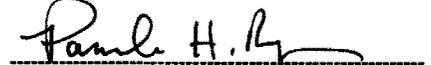
A. ILES: aye

D. WILSON: aye

J. DAVIS: aye

E. WADE: aye

REVIEWED AS TO LEGAL SUFFICIENCY


PAMALA HANNA RYAN, CITY ATTORNEY

DATE: 11/9/04

James C. Nicholas

313 Holland Hall
University of Florida
Gainesville, FL 32611
(352) 392-8832
(352) 392-3005 Fax
e-mail jcnicholas@msn.com

PROPOSAL FOR CONSULTING SERVICES

TO: City of Riviera Beach
DATE: June 13, 2004
SUBJ: Proposal for Consulting Services – Impact Fees

PROPOSAL

This is a proposal to prepare impact fees for parks & recreation, fire protection/rescue, police protection libraries and public buildings for the City of Riviera Beach. The consultant's tasks will be to:

GENERAL

1. Participate in at least two public meetings with appropriate Riviera Beach officials, staff or members of the public on the principals and practices of impact fees in Florida and to report to the City Commission.
2. Prepare recommended impact fees for parks & recreation, fire protection & rescue, police protection, libraries and public buildings at to appear before the City Commission to present and explain the report and to answer questions.
3. Assist the City Attorney in the development of implementing ordinances for all facilities to be funded with impact fees.

CHARGES

The above services will be performed at a cost \$20,000. Any additional meetings or services would be billed at \$150 per hour, plus reasonable expenses. Payments would be due on the following schedule:

| | |
|---|-------------|
| Upon submission of a draft report | \$10,000.00 |
| Upon submission of a final report | \$7,500.00 |
| After presentation of the report to City Commission | \$2,500.00 |

The City will provide all necessary data and information to the consultant at no cost. Such data request has been communicated separately.

LIMITATIONS

James Nicholas is a sole proprietor consultant. As such, he has no employees and is economically unable to provide professional liability insurance. He can and will provide auto liability in the amount of \$500,000 with Riviera Beach named as an also insured.

QUALIFICATIONS

James Nicholas is professor of urban & regional and affiliate professor of law at the University of Florida. He holds a doctorate in economics and has 31 years of experience with impact fees. He has developed impact fee programs for over 60 local governments from Maine to Hawaii including Key West, Dade County, Palm Beach County, Martin County, Jupiter, Palm Beach Gardens, Portland, Maine, Reno, Nevada, Albuquerque, New Mexico, and Honolulu.

RESOLUTION NO. 220-04

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF RIVIERA BEACH, PALM BEACH COUNTY, FLORIDA, AUTHORIZING THE MAYOR AND CITY CLERK TO EXECUTE A FIVE-YEAR CONTRACT ADDENDUM WITH VISIONAIR, INC. TO PROVIDE ANNUAL SERVICE AND SUPPORT MAINTENANCE FOR OUR PUBLIC SAFETY COMPUTER-AIDED DISPATCH, RECORDS MANAGEMENT SYSTEM AND MOBILE SYSTEM SOFTWARE APPLICATIONS, AUTHORIZING PAYMENT IN THE AMOUNT OF \$48,093.28 FOR FISCAL YEAR 2005, AND \$50,417.00 PER YEAR FOR FISCAL YEARS 2006 THRU 2009 FROM ACCOUNT 001-0243-513-0-4601; AND PROVIDING AN EFFECTIVE DATE.

WHEREAS, Council previously approved two Vision Software, Inc. contracts for Public Safety Computer-Aided Dispatch (CAD), Records Management System (RMS) and Mobile software licenses; and

WHEREAS, staff has determined that it needs 24 / 7 vendor-provided maintenance and support on our Public Safety CAD, RMS and Mobile software that our Police and Fire employees use on a daily basis; and

WHEREAS, the existing software maintenance expired 9/30/04; and

WHEREAS, VisionAIR is the only authorized company that can provide maintenance support services for our Public Safety CAD, RMS and Mobile software and has provided excellent support over the years.

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

Section 1. That the Mayor and City Clerk are authorized to execute the attached VisionAIR contract addendum.

Section 2. That the Finance Director is authorized to make payments to VisionAIR in the amount of \$48,093.28 for annual maintenance and support services for fiscal year 2005, and \$50,417.00 for fiscal years 2006 through 2009 from account 001-0243-513-0-4601 (Repair and Maintenance).

Section 3. This Resolution shall take effect immediately upon approval of the City Council.

PASSED AND APPROVED this 17th day of November 2004.

APPROVED:



MICHAEL D. BROWN
MAYOR

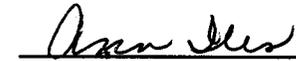


DAVID G. SCHNYER
CHAIRPERSON

ATTEST



CARRIE E. WARD
MASTER MUNICIPAL CLERK,
CITY CLERK



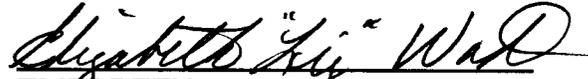
ANN ILES
CHAIR PRO TEM



DONALD R. WILSON
COUNCILPERSON



JUDY L. DAVIS
COUNCILPERSON



ELIZABETH "LIZ" WADE
COUNCILPERSON

MOTIONED BY: E. Wade

SECONDED BY: A. Iles

D. SCHNYER: aye

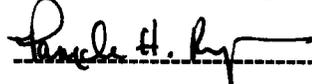
A. ILES: aye

D. WILSON: aye

J. DAVIS: aye

E. WADE: aye

REVIEWED AS TO LEGAL SUFFICIENCY



PAMALA HANNA RYAN, CITY ATTORNEY

DATE: 11/9/04

ADDENDUM

THIS ADDENDUM made and entered into this October 1, 2004 made by and between VISIONAIR INC., a North Carolina based company with offices located at 5601 Barbados Blvd., Post Office Box 9000, Castle Hayne, North Carolina 28429-9000 (hereinafter "**VISIONAIR**") and the CITY OF RIVIERA BEACH, Florida, a municipal corporation, whose address is 600 West Blue Heron Boulevard, Riviera Beach, Florida, 33404 (hereinafter "**CLIENT**") to that certain SOFTWARE LICENSE AGREEMENT (hereinafter "Agreement") of September 30th, 1998, as modified by any addenda thereto, **VISIONAIR** and **CLIENT** make the following terms and conditions part of the Agreement:

VISIONAIR shall perform maintenance services on the Licensed Software and **CLIENT** shall accept and pay for such services, pursuant to the terms and conditions herein provided. Licensed Software shall mean the **VISIONAIR** software as described in the Agreement, as such may hereafter be supplemented and as such Licensed Software may hereafter be updated with improvements, enhancements and modifications furnished to **CLIENT** by **VISIONAIR**.

1.0 Initial Term. This **ADDENDUM** shall become effective on the date shown above (hereinafter "Effective Date"), and, unless sooner terminated as hereinafter provided, shall remain in full force and effect for a period of no less than five years.

2.0 Automatic Renewal. Upon expiration of the Initial Term, this **ADDENDUM** shall be automatically extended on a year-to-year basis (herein after "Renewal term") unless sixty (60) days prior to the expiration date of the Initial Term, or any Renewal term, a party hereto gives written notice to the other party of its termination of the Agreement as of such expiration date.

3.0 Covered Maintenance:

3.1 Commercial Off The Shelf Software (COTS). The term "Covered Maintenance" as used herein means the periodic and on-call remedial maintenance **VISIONAIR** deems reasonably appropriate and necessary to keep the **CLIENT's** Licensed Software functioning properly. Please see section 3.2 for Custom Solutions.

(a) Telephone Support for the Licensed Software, utilizing a toll-free 800 telephone number provided by **VISIONAIR**. During the Initial Term, this telephone support will be based on the coverage plan as specified in the Agreement.

(b) Standard upgrades and enhancements that are made to the Licensed Software. **VISIONAIR** issues corrections, upgrades and enhancements to the software on an ongoing basis. All modifications to the Licensed Software and related Documentation will be made available to the **CLIENT** on standard electronic media (**CD-ROM**), remote access through **VISIONAIR** approved remote access products and protocols, telephone dial-up or Web site download.

(c) Initial fact-finding (Tier 1) support for 3rd party software embedded or used in conjunction with the application software. Tier 1 support does not include defect resolution or modifications from **VISIONAIR**. **VISIONAIR** will advance, to the appropriate vendor, calls for service for 3rd party applications defect resolution or modifications.

(d) Correction of reported malfunctions ("defects") in the application software.

(e) Phone support assistance in updating new releases of the Licensed Software on the **CLIENT's** servers.

(f) Recording **CLIENT's** request for changes to the Software. A **VISIONAIR** Product Manager will document the **CLIENT's** request and submit it for consideration in future releases of the Software. **VISIONAIR** is under no obligation to include the **CLIENT's** request for change in any future releases of the Software.

Client Service personnel are available to answer questions related to the Software and to provide solutions for issues within the Software. If an issue is defined as a defect, Client Service will

advance the issue for resolution and provide the correction when available. A "defect" is defined as an error in the code of the Licensed Software which prevents a Module from operating in accordance with the **VISIONAIR** Documentation in any material respect.

3.2 Custom Solutions (Applications):

(a) Telephone Support for the Licensed Software, utilizing a toll-free 800 telephone number provided by **VISIONAIR**. During the Initial Term, this telephone support will be based on the coverage plan as specified in the Agreement.

(b) Correction of reported malfunctions ("defects") in the **VISIONAIR** customized application software.

(c) Recording **CLIENT's** request for changes to the Software. A **VISIONAIR** Product Manager will document the **CLIENT's** request and submit it for consideration in future releases of the Software.

(d) Changes to the Custom Solution resulting from changes to **VISIONAIR** products, initiated by **VISIONAIR**, which interfere with the intended functionality of the Custom Solution.

4.0 Exclusions from Covered Maintenance.

4.1 Custom Off The Shelf (COTS) Products.

(a) Repair of damage not caused by **VISIONAIR**, including without limitation, damage resulting from accident, transportation, neglect or misuse, lightning, failure or fluctuation of electrical power, air conditioning or humidity control, telephone equipment or communication lines failure, failure of non-**VISIONAIR** foreign interconnect equipment, or causes other than normal operation procedures.

(b) Service which is impractical for **VISIONAIR** to render because of: alterations in the Licensed Software made by persons other than **VISIONAIR**; or the connection of equipment and/or Software by mechanical or electrical means to another machine or device.

(c) Any repair of any damage to the Licensed Software caused by software or firmware programming that is not provided or supported by **VISIONAIR** under section 3.

(d) This **ADDENDUM** does not include professional services (on site training, installation or upgrades of third party software applications used in conjunction with or required by any **VISIONAIR** specifications, data migrations, or project management) deemed necessary by **CLIENT** or **VISIONAIR**. On site services will be charged separately.

(e) Platform changes, including, but not limited to, Operating Systems, Hardware, Telecom Equipment, etc.

4.2 Custom Solutions (Applications).

(a) Platform changes including, but not limited to, Operating Systems, Hardware, Telecom Equipment, etc.

(b) Government mandated changes.

(c) Changes to third party applications.

(d) Requests for changes in the Custom Solutions (Application).

(e) Biz Talk orchestrations including interfaces that are not associated with VisionCONNECT.

(f) Other modifications or changes in software, hardware or configuration not related to changes in the **VISIONAIR** product, which are not initiated by **VISIONAIR**.

(g) This **ADDENDUM** does not include professional services (on site training, installation or upgrades of third party software applications used in conjunction with or required by any **VISIONAIR** specifications, data migrations, or project management) deemed necessary by **CLIENT** or **VISIONAIR**. On site services will be charged separately.

5.0 Charges to CLIENT:

(a) Charges for Covered Maintenance: The applicable annual rates for Covered Maintenance are specified in the attached Exhibit A.

(b) Charges for Billable Call Maintenance: The hourly Billable Call Rate charges are posted in the Knowledge Base of the **VISIONAIR** Client Service Center Web page. Separate rates are specified during business hours (8:00 a.m. to 5:00 p.m.) and after business hours (after 5:00 p.m. and before 8:00 a.m.) Eastern Standard Time (EST).

(c) Charges for Travel: Upon prior written authorization, **CLIENT** shall pay for travel time and travel expense in connection with Billable Call Maintenance. Travel time will be charged to the **CLIENT** at one-half the Billable Call Rate. Travel expenses will be paid in accordance with the rates and conditions set forth in Section 112.061, Florida Statutes. There will be no additional charge to the **CLIENT** for travel expense incurred in connection with Covered Maintenance.

(d) Charge for Software License Changes: All Covered Maintenance fees hereunder are subject to increase or decrease upon any change in number of concurrent user licenses or software modules licensed.

6.0 CLIENT Responsibilities.

6.1 Remote Connectivity Maintenance Service. **CLIENT** shall supply remote access to **CLIENT's** network, servers and workstations in order for **VISIONAIR** to perform Covered Maintenance, Billable Call Maintenance and Internet connection for the purpose of allowing secure access via the Internet and the latest version of Microsoft's Internet browser software (Internet Explorer) to any workstation or server covered by Maintenance Service. **VISIONAIR** may elect to use, at its sole discretion, properly licensed third-party remote connectivity software owned by the **CLIENT** and installed on a system with Internet connection. **VISIONAIR** will not bear the burden of procuring and/or licensing any remote connectivity software or loading it on **VISIONAIR's** Client Services systems. **CLIENT** shall also maintain a dedicated phone line, modem and Microsoft's current remote access software (such as Remote Access Server – RAS) that can be enabled to allow **VISIONAIR** personnel to authenticate to the **CLIENT's** network for support purposes in the event that there are unforeseen problems with the Internet method of connectivity.

6.2 Data Backup. **CLIENT** is responsible to maintain a proper set of data backups in the event that it becomes necessary to recover from a disaster.

7.0 Billable Call Maintenance. The term "Billable Call Maintenance" as used herein means services provided by **VISIONAIR** that are not included under Covered Maintenance. The rates for these services from 8:00 am to 5:00 pm and after 5:00 pm and before 8:00 am EST for **CLIENT's** respective time zone shall be determined from the then current published rate displayed on the **VISIONAIR** Client Service Center Web page. All billable service calls will have a minimum charge of two hours. Billable service will be provided upon receipt of a Purchase Order, letter of authorization or credit card information.

8.0 Changes in Charges. At least 120 days prior to the expiration of the Initial Term or any Renewal term, **VISIONAIR** may make changes to the Covered Maintenance fees and the Billable Call Rate, such changes to be effective at the commencement of the immediately subsequent Renewal term, if any. **VISIONAIR** shall notify **CLIENT** of said changes within 30 days after making such a decision. **CLIENT** may terminate this Agreement in the event that it is not willing to accept such changes in charges by giving **VISIONAIR** sixty (60) days written notice of its intention to terminate prior to any such change in rates, and this **ADDENDUM** will terminate as of the date for termination set forth in the **CLIENT's** notice to **VISIONAIR** or at the end of such sixty (60) day period, whichever last occurs.

9.0 Payment. **VISIONAIR** will invoice the **CLIENT** in advance for each year for Covered Maintenance. Such invoices will include pro rata charges or credits for any Covered Maintenance of Licensed Software installed or removed during the previous term or prior to the Effective Date. **VISIONAIR** will invoice **CLIENT** for Billable Call Maintenance as incurred and **CLIENT** shall pay invoices for Covered Maintenance, including any invoices outstanding on the Effective Date of this **ADDENDUM**, on or prior to the commencement of each term.

10.0 Annual Appropriation. **CLIENT's** performance and obligation to pay under this Agreement is contingent upon an annual appropriation for its purpose by the City of Riviera Beach City Council. If an annual appropriation is not approved, **CLIENT** will immediately notify **VISIONAIR**, and **VISIONAIR** will not be responsible for the performance of any future Licensed Software maintenance.

11.0 Early Termination. If **CLIENT** terminates this Agreement before the end of the five (5) year term, then **VISIONAIR** shall be entitled to a prorated cancellation fee of up to \$12,488.06 in order to offset the discount (Exhibit B) provided to **CLIENT** in this Agreement. This cancellation fee is prorated based on the number of actual months that **CLIENT** has used the **VISIONAIR** maintenance service. The cancellation fee starts at \$12,488.06 for zero (0) months of usage and gradually diminishes to \$0.00 at the end of sixty (60) months of **CLIENT** maintenance service usage. Please refer to Exhibit C for a more detailed explanation of the cancellation fee formula. **CLIENT** will also give **VISIONAIR** a sixty (60) day written notice of its intention to terminate this Agreement.

12.0 Limited Warranty and Limitations on Liability.

12.1 **VISIONAIR** warrants and represents that all services shall be performed by skilled and competent personnel to the commercially recognized standards in the field(s).

12.2 **VISIONAIR** agrees that it is fully responsible to the **CLIENT** for the acts and omissions of its personnel, agents, representatives, subcontractors and of persons employed by **VISIONAIR**. Nothing contained herein shall create any contractual relationship between any such personnel, agents, representatives, subcontractors or persons employed by **VISIONAIR** and the **CLIENT**.

12.3 All of **VISIONAIR's** personnel (and all Subcontractors) while on **CLIENT's** premises, will comply with all **CLIENT's** requirements governing conduct, safety, and security.

12.4 EXCEPT AS SPECIFICALLY PROVIDED IN THIS SECTION **VISIONAIR** DISCLAIMS ALL WARRANTIES, WHETHER EXPRESS OR IMPLIED WITH RESPECT TO THE SERVICES COVERED HEREUNDER, AND IN PARTICULAR DISCLAIMS ALL WARRANTIES OF MERCHANTABILITY OR FITNESS FOR A PARTICULAR USE, AND WARRANTIES RELATED TO THIRD PARTY EQUIPMENT, MATERIAL, SERVICES OR SOFTWARE NOT PROVIDED HEREUNDER.

12.5 **VISIONAIR** SHALL NOT BE LIABLE FOR INDIRECT, SPECIAL, OR CONSEQUENTIAL DAMAGES.

12.6 **VISIONAIR** shall indemnify and save harmless and defend the **CLIENT**, its agents, servants, and employees from and against any and all claims, liability, losses, and/or causes of action which may arise from any action, suit, claim, arbitration or proceeding brought against the **CLIENT**, its agents, servants or employees by any person not a party to this **ADDENDUM** based in whole or in part on any of the representations and warranties contained within this **ADDENDUM** or the Agreement being untrue, inaccurate or incorrect in any respect even when such untruths, inaccuracies, or errors were not intentional but merely the result of negligence or lack of knowledge on the part of **VISIONAIR**.

12.7 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.

13.0 Hardware and Network Upgrades. **CLIENT** acknowledges that due to the dynamic nature of the information technology industry and frequent product replacements and/or upgrades developed independently by third party hardware and software vendors, **VISIONAIR** has no control over the turnover of product or obsolescence of technology of third party products. **CLIENT** also acknowledges that **VISIONAIR** develops its Network Hardware Specification Document based upon all of the third party product information available at the time of publication. Therefore, with respect to third party hardware and software, **CLIENT** shall retain the responsibility for the costs of purchase and installation of hardware and software upgrades necessary to maintain the functionality of the Licensed Software. **VISIONAIR** develops the Network Hardware Specification document considering that no other software application will be installed. More robust hardware specifications should be considered if the **CLIENT** intends to run other applications. Additionally, the accumulation of data in **CLIENT's** databases over a period of time may require expanding the capacity of hard drives and memory of the system servers and workstations in order

to maintain performance at response times acceptable to the **CLIENT**. Subject to all of the affirmative duties and obligations of **VISIONAIR** under this **ADDENDUM**, it is the **CLIENT's** sole responsibility to maintain the system to ensure adequate response times.

14.0 Product revisions and Support. **VISIONAIR's** obligation to provide support under this **ADDENDUM** diminishes as products are replaced by more current releases. The current, generally available (referred to as GA), version of the software and the version immediately preceding it are fully supported. These two versions qualify for phone support, engineered defect corrections and/or modifications required for the software to operate as designed. Any versions older than the two referenced versions will receive phone support and resolution of Priority 0 critical defects as they occur. **VISIONAIR** will announce the availability of new software releases to facilitate timely upgrade to avoid product obsolescence.

15.0 Force Majeure. Neither party shall be liable or deemed in default for any failure in performance hereunder resulting from any cause beyond its reasonable control.

16.0 Termination for Non-payment. If **CLIENT** is in default due to non-payment, and after **VISIONAIR** has given **CLIENT** written notice and such default is not cured after 15 days then **VISIONAIR** may terminate this **ADDENDUM** at any time upon written notice to **CLIENT**.

17.0 Notices. Any Notice, request, instruction or other document pertaining to this **ADDENDUM** shall be sent to the appropriate party's address as set forth above, and shall be deemed to have been duly given or served if delivered in person or deposited in the United States mail, certified mail, return receipt requested.

18.0 General. This **ADDENDUM** shall be governed by the laws of the State of Florida. This **ADDENDUM** constitutes the entire agreement between the parties hereto with respect to maintenance of the Licensed Software and shall supersede all previous or contemporaneous negotiations, commitments, writings, agreements and any addenda thereto with respect to matters set forth herein. It may be only modified in writing and must be signed by authorized representatives of both parties. The terms and provisions of this **ADDENDUM** shall prevail over any conflicting, additional or other terms appearing on any purchase order submitted by the **CLIENT** at any time.

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

CITY OF RIVIERA BEACH

VISIONAIR, INC.

BY: 
MICHAEL D. BROWN,
MAYOR

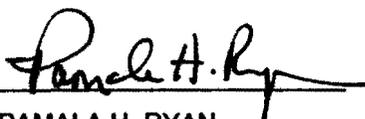
BY: 
MIKE LYONS
CHIEF EXECUTIVE OFFICER

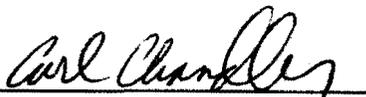
ATTEST:

BY: 
CARRIE E. WARD, MMC,
CITY CLERK

APPROVED AS TO FORM AND
LEGAL SUFFICIENCY

APPROVED AS TO TERMS AND
CONDITIONS

BY: 
PAMALA H. RYAN,
CITY ATTORNEY

BY: 
CARL CHANDLER,
INFORMATION SYSTEMS MANAGER

DATE: 11/15/04



Exhibit A

Five-Year Annual Software Maintenance Quote

| <u>Annual Software Maintenance:</u> | Inv # 6989 & Inv # 6989-1 | | | | |
|--|------------------------------|--------------------------|--------------------------|--------------------------|--------------------------|
| | <u>10/1/04 - 9/30/05</u> | <u>10/1/05 - 9/30/06</u> | <u>10/1/06 - 9/30/07</u> | <u>10/1/07 - 9/30/08</u> | <u>10/1/08 - 9/30/09</u> |
| 24 x 7 VisionRMS Base: 15 Position | \$8,475.34 | \$8,814.35 | \$8,814.35 | \$8,814.35 | \$8,814.35 |
| 24 x 7 VisionFire: 5 Position | \$1,140.98 | \$1,186.62 | \$1,186.62 | \$1,186.62 | \$1,186.62 |
| 24 x 7 VisionMobile: Message Switch: 20 Position | \$3,332.07 | \$3,465.35 | \$3,465.35 | \$3,465.35 | \$3,465.35 |
| 24 x 7 Add on Job# 990616 VisionMobile Message Switch: 30 Position | \$12,310.85 | \$12,803.28 | \$12,803.28 | \$12,803.28 | \$12,803.28 |
| 24 x 7 VisionCAD: 4 position | \$21,575.67 | \$22,438.70 | \$22,438.70 | \$22,438.70 | \$22,438.70 |
| 24 x 7 Add on Job# 980776 Rip/Run | \$1,258.37 | \$1,308.70 | \$1,308.70 | \$1,308.70 | \$1,308.70 |
| VGTA - Go to Assist remote Connectivity Access | <u>None</u> | <u>\$400.00</u> | <u>\$400.00</u> | <u>\$400.00</u> | <u>\$400.00</u> |
| Total Cost of Annual Software Maintenance: | \$48,093.28 | \$50,417.00 | \$50,417.00 | \$50,417.00 | \$50,417.00 |



Exhibit B

Five-Year Current vs Original Software Maintenance Quotes

| Annual Software Maintenance: | <u>10/1/04-9/30/05</u> | <u>10/1/05-9/30/06</u> | <u>10/1/06-9/30/07</u> | <u>10/1/07-9/30/08</u> | <u>10/1/08-9/30/09</u> |
|--|------------------------|------------------------|------------------------|------------------------|------------------------|
| 24 x 7 VisionRMS Base: 15 Position | \$8,475.34 | \$8,983.86 | \$9,522.89 | \$10,094.27 | \$10,699.92 |
| 24 x 7 VisionFire: 5 Position | \$1,140.98 | \$1,209.44 | \$1,282.01 | \$1,358.93 | \$1,440.46 |
| 24 x 7 VisionMobile: Message Switch: 20 Position | \$3,332.07 | \$3,531.99 | \$3,743.91 | \$3,968.54 | \$4,206.66 |
| 24 x 7 Add on Job# 990616 VisionMobile Message Switch: 30 Position | \$12,310.85 | \$13,049.50 | \$13,832.47 | \$14,662.42 | \$15,542.16 |
| 24 x 7 VisionCAD: 4 position | \$21,575.67 | \$22,870.21 | \$24,242.42 | \$25,696.97 | \$27,238.79 |
| 24 x 7 Add on Job# 980776 Rip/Run | \$1,258.37 | \$1,333.87 | \$1,413.90 | \$1,498.74 | \$1,588.66 |
| VGTA - Go to Assist remote Connectivity Access | N/A | \$400.00 | \$400.00 | \$400.00 | \$400.00 |
| Total Cost of Annual Software Maintenance: | | | | | |
| Original Quote - | \$48,093.28 | \$51,378.87 | \$54,437.60 | \$57,679.86 | \$61,116.65 |
| Current Quote - | <u>-48,093.28</u> | <u>-50,417.00</u> | <u>-50,417.00</u> | <u>-50,417.00</u> | <u>-50,417.00</u> |
| Annual Discount - | \$0.00 | \$961.87 | \$4,020.60 | \$7,262.86 | \$10,699.65 |
| 5-Year Accumulated Discount: | | | | | \$22,944.98 |

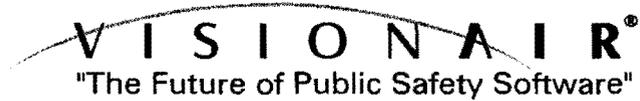


Exhibit C

Prorated Software Maintenance Cancellation Fee

Estimated Software Maintenance Payments Over 5 Years

| | |
|----------|---------------------|
| 1st year | \$48,093.28 |
| 2nd year | 50,417.00 |
| 3rd year | 50,417.00 |
| 4th year | 50,417.00 |
| 5th year | <u>50,417.00</u> |
| | \$249,761.28 |

Average Annual Maintenance 249,761.28 / 5 = \$49,952.26

Maximum Cancellation Fee (3 Months Maintenance): \$49,952.26 x 0.25 = \$12,488.06

| | ←----- Months of Maintenance Service Usage -----> | | | | | |
|---------------------------|---|------------|------------|------------|------------|--------|
| | 0 | 12 | 24 | 36 | 48 | 60 |
| Prorated Cancellation Fee | \$12,488.06 | \$9,990.45 | \$7,492.84 | \$4,995.23 | \$2,497.61 | \$0.00 |

Note: The Cancellation Fee is prorated based on the actual number of months that the CLIENT uses the VisionAIR software maintenance.
Cancellation Fee Formula: (Maximum Cancellation Fee) - ((Maximum Cancellation Fee) x (Months of Maintenance Service Usage divided by 60 months)).

RESOLUTION NO. 221-0

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF RIVIERA BEACH, PALM BEACH COUNTY, FLORIDA, AUTHORIZING THE MAYOR AND CITY CLERK TO EXECUTE A FIVE-YEAR ADDENDUM WITH AMERICAN DATA GROUP (ADG) TO PROVIDE ANNUAL SERVICE AND MAINTENANCE FOR ADG FINANCIAL ADMINISTRATION SOFTWARE APPLICATIONS, DATABASES, AUTHORIZING PAYMENT OF AN AMOUNT OF \$12,870 FOR FISCAL YEAR 2005 AND INFLATION ADJUSTED PAYMENTS THROUGH YEARS 2006 THROUGH 2009 FROM ACCOUNT 001-0243-513-0-4601; AND PROVIDING FOR THE EFFECTIVE DATE.

WHEREAS, Council previously approved a contract for Financial Administration software application support services;

WHEREAS, staff has determined that the cost of maintenance and support for our ADG Financial Administration software and databases that our City employees use is increasing;

WHEREAS, the existing software maintenance contract is expiring;

WHEREAS, American Data Group is the only vendor that can provide maintenance support services for our Financial Administration software and databases and has provided such services over the years.

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

Section 1. That the Mayor and City Clerk execute the attached American Data Group contract addendum;

Section 2. That the Finance Director is authorized to pay ADG in the amount of \$12,870 for annual service and support for fiscal year 2005, and payments through 2009 that are inflation adjusted annually with the annual inflation rate published in the County of Palm Beach previous January 1st for each of those years from account 001-0243-513-0-4601 (Repair and Maintenance).

RESOLUTION NO. 221-04
PAGE 2

Section 3. This Resolution shall take effect immediately upon approval of the City Council.

PASSED AND APPROVED this 17th day of November 2004.

APPROVED:



MICHAEL D. BROWN
MAYOR

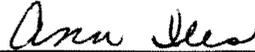


DAVID G. SCHNYER
CHAIRPERSON

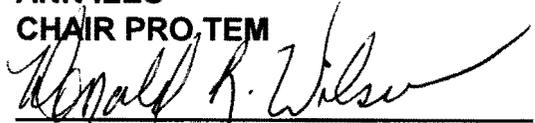
ATTEST



CARRIE E. WARD
MASTER MUNICIPAL CLERK,
CITY CLERK



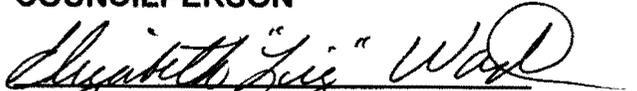
ANN ILES
CHAIR PRO. TEM



DONALD R. WILSON
COUNCILPERSON



JUDY L. DAVIS
COUNCILPERSON



ELIZABETH "LIZ" WADE
COUNCILPERSON

MOTIONED BY: E. Wade

SECONDED BY: A. Iles

D. SCHNYER: aye

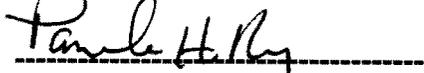
A. ILES: aye

D. WILSON: aye

J. DAVIS: aye

E. WADE: aye

REVIEWED AS TO LEGAL SUFFICIENCY



PAMALA HANNA RYAN, CITY ATTORNEY

DATE: 11/8/04

ADDENDUM

THIS ADDENDUM made and entered into this October 1, 2004 made by and between AMERICAN DATA GROUP, INC., a Colorado based company with offices located at 7853 East Arapahoe Court, Suite 3000, Centennial, Colorado 80112-1377 (hereinafter "**ADG**") and the CITY OF RIVIERA BEACH, Florida, a municipal corporation, whose address is 600 West Blue Heron Boulevard, Riviera Beach, Florida, 33404 (hereinafter "**CLIENT**") to that certain SOFTWARE LICENSE AGREEMENT (hereinafter "Agreement") of November 4, 1998, as modified by any addenda thereto, **ADG** and **CLIENT** make the following terms and conditions part of the Agreement:

ADG shall perform maintenance services on the Licensed Software and **CLIENT** shall accept and pay for such services, pursuant to the terms and conditions herein provided. Licensed Software shall mean the **ADG** software as described in the Agreement, as such may hereafter be supplemented and as such Licensed Software may hereafter be updated with improvements, enhancements and modifications furnished to **CLIENT** by **ADG**.

1.0 Initial Term. This **ADDENDUM** shall become effective on the date shown above (hereinafter "Effective Date"), and, unless sooner terminated as hereinafter provided, shall remain in full force and effect for a period of no less than five years.

2.0 Automatic Renewal. Upon expiration of the Initial Term, this **ADDENDUM** shall be automatically extended on a year-to-year basis (herein after "Renewal term") unless sixty (60) days prior to the expiration date of the Initial Term, or any Renewal term, a party hereto gives written notice to the other party of its termination of the Agreement as of such expiration date.

3.0 Covered Maintenance.

3.1 Commercial off the Shelf Software (COTS). The term "Covered Maintenance" as used herein means the periodic and on-call remedial maintenance **ADG** deems reasonably appropriate and necessary to keep the **CLIENT's** Licensed Software functioning properly. Please see section 3.2 for Custom Solutions.

(a) Telephone Support for the Licensed Software, utilizing a support telephone number provided by **ADG**.

(b) Standard upgrades and enhancements that are made to the Licensed Software. **ADG** issues corrections, upgrades and enhancements to the software on an ongoing basis. All modifications to the Licensed Software and related Documentation will be made available to the **CLIENT** on standard electronic media (CD-ROM), remote access through **ADG** approved remote access products and protocols, telephone dial-up or Web site download.

(c) Initial fact-finding (Tier 1) support for third party software embedded or used in conjunction with the application software. Tier 1 support does not include defect resolution or modifications from **ADG**. **ADG** will advance, to the appropriate vendor, calls for service for third party application defect resolution or modifications.

(d) Correction of reported malfunctions ("defects") in the application software.

(e) Phone support assistance in updating new releases of the Licensed Software on the **CLIENT's** servers.

(f) Recording **CLIENT's** request for changes to the Licensed Software. An **ADG** Product Manager will document the **CLIENT's** request and submit it for consideration in future releases of the Licensed Software. **ADG** is under no obligation to include the **CLIENT's** request for change in any future releases of the Licensed Software. Client Service personnel are available

to answer questions related to the Licensed Software and to provide solutions for issues within the Licensed Software. If an issue is defined as a defect, Client Service will advance the issue for resolution and provide the correction when available. A "defect" is defined as an error in the code of the Licensed Software which prevents a Module from operating in accordance with the **ADG** Documentation in any material respect.

3.2 Custom Solutions (Applications).

(a) Telephone Support for the Licensed Software, utilizing a telephone support number provided by **ADG**.

(b) Correction of reported malfunctions ("defects") in the **ADG** customized application software.

(c) Recording **CLIENT's** request for changes to the Licensed Software. An **ADG** Product Manager will document the **CLIENT's** request and submit it for consideration in future releases of the Licensed Software.

(d) Changes to the Custom Solution resulting from changes to **ADG** products, initiated by **ADG**, which interfere with the intended functionality of the Custom Solution.

4.0 Exclusions from Covered Maintenance.

4.1 Custom off the Shelf (COTS) Products.

(a) Repair of damage not caused by **ADG**, including without limitation, damage resulting from accident, transportation, neglect or misuse, lightning, failure or fluctuation of electrical power, air conditioning or humidity control, telephone equipment or communication lines failure, failure of non-**ADG** foreign interconnect equipment, or causes other than normal operation procedures.

(b) Service which is impractical for **ADG** to render because of: alterations in the Licensed Software made by persons other than **ADG**; or the connection of equipment and/or Licensed Software by mechanical or electrical means to another machine or device.

(c) Any repair of any damage to the Licensed Software caused by software or firmware programming that is not provided or supported by **ADG** under section 3.

(d) This **ADDENDUM** does not include professional services (on site or phone training, installation or upgrades of third-party software applications used in conjunction with or required by any **ADG** specifications, data migrations, or project management) deemed necessary by **CLIENT** or **ADG**. On site services will be charged separately.

(e) Platform changes, including, but not limited to, Operating Systems, Hardware, Telecom Equipment, etc.

4.2 Custom Solutions (Applications).

(a) Platform changes including, but not limited to, Operating Systems, Hardware, Telecom Equipment, etc.

(b) Government mandated changes.

(c) Changes to third-party applications.

(d) Requests for changes in the Custom Solution (Application).

(e) Other modifications or changes in software, hardware or configuration not related to

changes in the **ADG** product, which are not initiated by **ADG**.

(f) This **ADDENDUM** does not include professional services (on site or phone training, installation or upgrades of third-party software applications used in conjunction with or required by any **ADG** specifications, data migrations, or project management) deemed necessary by **CLIENT** or **ADG**. On site services will be charged separately.

5.0 Charges to CLIENT.

(a) Charges for Covered Maintenance: The applicable annual rates for Covered Maintenance are specified in Exhibit A.

(b) Charges for Billable Support: The hourly Support Rate charges are in effect at the time of the call. Separate rates are specified during business hours (9:00 a.m. to 7:00 p.m. Monday through Friday) and after business hours (after 7:00 p.m. and before 9:00 a.m. Monday through Friday and all day Saturday and Sunday) Eastern Standard Time (EST).

(c) Charges for Travel: Upon prior written or verbal authorization, **CLIENT** shall pay for travel expense in connection with Billable Support. Travel time is not charged to the **CLIENT**. Travel expenses will be paid in accordance with the rates and conditions set forth in Section 112.061, Florida Statutes. There will be no additional charge to the **CLIENT** for travel expense incurred in connection with Covered Maintenance.

(d) Charge for Software License Changes: All Covered Maintenance fees hereunder are subject to increase or decrease upon any change in number of concurrent user licenses or software modules licensed.

6.0 Client Responsibilities.

6.1 Remote Connectivity Maintenance Service. Client shall supply remote access to Client's network, servers and workstations in order for **ADG** to perform Covered Maintenance, Billable Call Maintenance and Internet connection for the purpose of allowing secure access via the Internet. **ADG** may elect to use, at its sole discretion, properly licensed third-party remote connectivity software owned by the client and installed on a system with Internet connection. **ADG** will not bear the burden of procuring and/or licensing any remote connectivity software or loading it on **ADG** Client Services systems. Client shall also maintain a dedicated phone line, modem and Microsoft's current remote access software (such as Remote Access Server – RAS) that can be enabled to allow **ADG** personnel to authenticate to the **CLIENT'S** network for support purposes in the event that there are unforeseen problems with the Internet method of connectivity.

6.2 Data Backup. **CLIENT** is responsible to maintain a proper set of data backups in the event that it becomes necessary to recover from a disaster.

7.0 Billable Support. The term "Billable Support" as used herein means services provided by **ADG** that are not included under Covered Maintenance. Billable service will be provided upon receipt of a Purchase Order, letter or verbal authorization or credit card information.

8.0 Changes in Charges. At least 120 days prior to the expiration of the Initial Term or any Renewal term, **ADG** may make changes to the Covered Maintenance fees and the Billable Support Rate, such changes to be effective at the commencement of the immediately subsequent Renewal term, if any. **ADG** shall notify Client of said changes within 30 days after making such a decision. **CLIENT** may terminate this Agreement in the event that it is not willing to accept such changes in charges by giving **ADG** sixty (60) days written notice of its intention to terminate prior to any such change in rates, and this **ADDENDUM** will terminate as of the date for termination set forth in the **CLIENT'S** notice to **ADG** or at the end of such sixty (60) day period, whichever last occurs.

9.0 Payment. **ADG** will invoice the **CLIENT** in advance for each year of Covered Maintenance. However, if **ADG** installs any new software modules during the year, **ADG** will invoice for maintenance as incurred and **CLIENT** shall pay these invoices. The maintenance of the new software modules will be prorated for the remainder of the year. **ADG** will not provide a credit for unused maintenance, if **CLIENT** decides during the year not to use a software module. **ADG** will invoice **CLIENT** for Billable Call Maintenance as incurred and **CLIENT** shall pay invoices for Covered Maintenance, including any invoices outstanding on the Effective Date of this **ADDENDUM**, on or prior to the commencement of each term.

10.0 Annual Appropriation. **CLIENT's** performance and obligation to pay under this Agreement is contingent upon an annual appropriation for its purpose by the City of Riviera Beach City Council. If an annual appropriation is not approved, **CLIENT** will immediately notify **ADG**, and **ADG** will not be responsible for the performance of any future Licensed Software maintenance.

11.0 Limited Warranty and Limitations on Liability.

11.1 **ADG** warrants and represents that all services shall be performed by skilled and competent personnel to the commercially recognized standards in their field(s).

11.2 **ADG** agrees that it is fully responsible to the **CLIENT** for the acts and omissions of its personnel, agents, representatives, subcontractors and of persons employed by **ADG**. Nothing contained herein shall create any contractual relationship between any such personnel, agents, representatives, subcontractors or persons employed by **ADG** and the **CLIENT**.

11.3 All of **ADG's** personnel (and all Subcontractors) while on **CLIENT's** premises, will comply with all **CLIENT's** requirements governing conduct, safety, and security.

11.4 EXCEPT AS SPECIFICALLY PROVIDED IN THIS SECTION, **ADG** DISCLAIMS ALL WARRANTIES, WHETHER EXPRESS OR IMPLIED WITH RESPECT TO THE SERVICES COVERED HEREUNDER, AND IN PARTICULAR DISCLAIMS ALL WARRANTIES OF MERCHANTABILITY OR FITNESS FOR A PARTICULAR USE, AND WARRANTIES RELATED TO THIRD-PARTY EQUIPMENT, MATERIAL, SERVICES OR SOFTWARE NOT PROVIDED HEREUNDER.

11.5 **ADG** SHALL NOT BE LIABLE FOR INDIRECT, SPECIAL, OR CONSEQUENTIAL DAMAGES.

11.6 **ADG** shall indemnify and save harmless and defend the **CLIENT**, its agents, servants, and employees from and against any and all claims, liability, losses, and/or causes of action which may arise from any action, suit, claim, arbitration or proceeding brought against the **CLIENT**, its agents, servants or employees by any person not a party to this **ADDENDUM** based in whole or in part on any of the representations and warranties contained within this **ADDENDUM** or the Agreement being untrue, inaccurate or incorrect in any respect even when such untruths, inaccuracies, or errors were not intentional but merely the result of negligence or lack of knowledge on the part of **ADG**.

11.7 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.

12.0 Hardware and Network Upgrades. **CLIENT** acknowledges that due to the dynamic nature of the information technology industry and frequent product replacements and/or upgrades developed independently by third party hardware and software vendors, **ADG** has no control over the turnover of product or obsolescence of technology of third party products. Therefore, with respect to third party hardware and software, **CLIENT** shall retain the responsibility for the costs of

purchase and installation of hardware and software upgrades necessary to maintain the functionality of the Licensed Software. Subject to all of the affirmative duties and obligations of **ADG** under this **ADDENDUM**, it is the **CLIENT's** sole responsibility to maintain the system to ensure adequate response times.

13.0 Product revisions and Support. **ADG's** obligation to provide support under this **ADDENDUM** diminishes as products are replaced by more current releases. The current, generally available (referred to as GA), version of the software and the version immediately preceding it are fully supported. These two versions qualify for phone support, engineered defect corrections and/or modifications required for the software to operate as designed. Any versions older than the two referenced versions will receive phone support and resolution of Priority 0 critical defects as they occur. **ADG** will announce the availability of new software releases to facilitate timely upgrade to avoid product obsolescence.

14.0 Force Majeure. Neither party shall be liable or deemed in default for any failure in performance hereunder resulting from any cause beyond its reasonable control.

15.0 Termination for Non-payment. If **CLIENT** is in default due to non-payment, and after **ADG** has given **CLIENT** written notice and such default is not cured after 15 days then **ADG** may terminate this **ADDENDUM** at any time upon written notice to **CLIENT**.

16.0 Notices. Any Notice, request, instruction or other document pertaining to this **ADDENDUM** shall be sent to the appropriate party's address as set forth above, and shall be deemed to have been duly given or served if delivered in person or deposited in the United States mail, certified mail, return receipt requested.

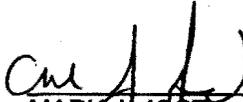
17.0 General. This **ADDENDUM** shall be governed by the laws of the State of Florida. This **ADDENDUM** constitutes the entire agreement between the parties hereto with respect to maintenance of the Licensed Software and shall supersede all previous or contemporaneous negotiations, commitments, writings, agreements and any addenda thereto with respect to matters set forth herein. It may be only modified in writing and must be signed by authorized representatives of both parties. The terms and provisions of this **ADDENDUM** shall prevail over any conflicting, additional or other terms appearing on any purchase order submitted by the **CLIENT** at any time.

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

CITY OF RIVIERA BEACH

AMERICAN DATA GROUP, INC.

BY: 
MICHAEL D. BROWN,
MAYOR

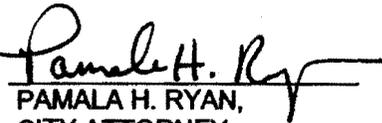
BY:  11-17-04
MARK J. JOST,
PRESIDENT

ATTEST:

BY: 
CARRIE E. WARD, MMC,
CITY CLERK

APPROVED AS TO FORM AND
LEGAL SUFFICIENCY

APPROVED AS TO TERMS AND
CONDITIONS

BY: 
PAMALA H. RYAN,
CITY ATTORNEY

BY: 
CARL D. CHANDLER,
INFORMATION SYSTEMS MANAGER

DATE: 11/22/04

Exhibit A

Annual Maintenance and Support Fee:

| | |
|----------------------------------|----------------|
| Fund Management System (FMS) | \$3,780 |
| Utility Billing System (UBS) | \$1,500 |
| Payroll System (PRS) | \$1,500 |
| Fixed Assets System (FAS) | \$ 900 |
| Special Assessments System (SAS) | \$ 750 |
| Sales Tax/Occup. Licensing (STS) | \$ 750 |
| ADG Database Support/Admin | <u>\$3,720</u> |

Total Annual Maintenance and Support Fee: \$12,870

Billable Support Fee:

| | |
|---|------------|
| 9:00 am – 7:00 pm EST Monday through Friday | \$110 / hr |
| 7:00 pm – 9:00 am EST Monday through Friday | \$220 / hr |
| Anytime Saturday and Sunday | \$220 / hr |

RESOLUTION NO. 222-04

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF RIVIERA BEACH, PALM BEACH COUNTY, FLORIDA AUTHORIZING THE MAYOR AND CITY CLERK TO EXECUTE AMENDMENT 1 TO THE AGREEMENT BETWEEN STATE OF FLORIDA DEPARTMENT OF ENVIRONMENTAL PROTECTION AND THE CITY OF RIVIERA BEACH FOR FUNDING FOR THE TATE RECREATION CENTER – PHASE I AND PROVIDING AN EFFECTIVE DATE.

WHEREAS, on December 11, 2001, State of Florida Department of Environmental Protection and the City of Riviera Beach entered into an Agreement (F0232) to provide funding in an amount up to \$200,000 for improvements to the Tate Recreation Center – Phase 1 to be completed on or before December 31, 2004; and

WHEREAS, the City of Riviera Beach has requested an extension of the project completion date of 90 days in order to complete the improvements of the Tate Recreation Center- Phase I and

WHEREAS, State of Florida Department of Environmental Protection desires to allow for additional project completion time for construction of said project which is to be completed on or before March 31, 2005.

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

SECTION 1. The Mayor and City Clerk are hereby authorized to execute Amendment 1 to the Agreement between State of Florida Department of Environmental Protection and the City of Riviera Beach for the aforementioned project.

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

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RESOLUTION NO. 222-04
PAGE 2

PASSED AND APPROVED this 17th day of November, 2004.

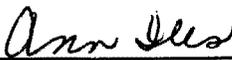
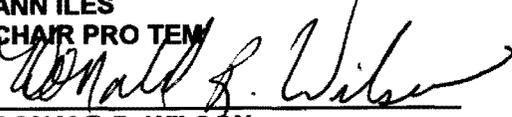
APPROVED:


MICHAEL D. BROWN
MAYOR

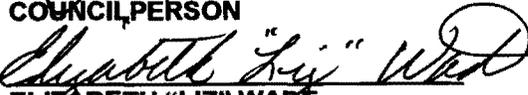

DAVID G. SCHNYER
CHAIRPERSON

ATTEST:


CARRIE E. WARD,
MASTER MUNICIPAL CLERK
CITY CLERK


ANN ILES
CHAIR PRO TEM

DONALD R. WILSON
COUNCILPERSON


JUDY L. DAVIS
COUNCILPERSON


ELIZABETH "LIZ" WADE
COUNCILPERSON

MOTIONED BY: E. Wade

SECONDED BY: A. Iles

D. SCHNYER: aye

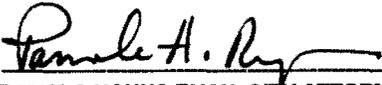
A. ILES: aye

D. WILSON: aye

J. DAVIS: aye

E. WADE: aye

REVIEWED AS TO LEGAL SUFFICIENCY


PAMALA HANNA RYAN, CITY ATTORNEY

DATE: 11/10/04

RESOLUTION NO. 223-04

**A RESOLUTION OF THE CITY COUNCIL OF
THE CITY OF RIVIERA BEACH, PALM BEACH
COUNTY, FLORIDA, APPROVING THE SPECIAL
EXCEPTION AND SITE PLAN APPLICATION
FOR GREAT OPPORTUNITY KNOCKS
DAYCARE FACILITY LOCATED AT 1197 WEST
35TH STREET WITH SPECIFIC CONDITIONS
AND PROVIDING FOR AN EFFECTIVE DATE.**

WHEREAS, Section 31-58, of the City of Riviera Beach Code of Ordinances establishes the requirements for site plan review by the City Council; and

WHEREAS, Section 31-60 (b), of the City of Riviera Beach Land Development Code requires that all approved Site Plans shall automatically expire within 18 months of its development order unless a valid building permit has been issued; and

WHEREAS, the Planning & Zoning Board met on October 28, 2004, to review the special exception and site plan application and voted to recommend approval.

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

SECTION 1. The Special Exception and Site Plan (attached as Exhibit A) for a daycare facility located at 1197 W 35th Street operated by Donald Duncombe is approved with the following conditions:

- A. Construction must be initiated within 18 months of receiving City Council Approval.
- B. Privacy fencing will be required around the side and rear perimeter of the property.

SECTION 2. This resolution shall act as the final order which is not required to be recorded in the public records of Palm Beach County.

SECTION 3. This resolution shall take effect immediately.

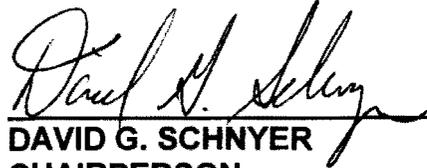
PASSED and APPROVED this 17th day of November, 2004.

RESOLUTION NO. 223-04
PAGE No. 2

APPROVED:

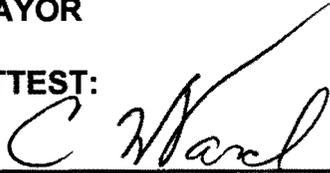


MICHAEL D. BROWN
MAYOR

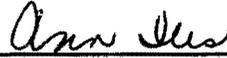


DAVID G. SCHNYER
CHAIRPERSON

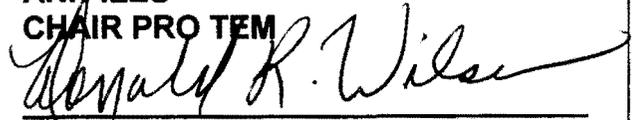
ATTEST:



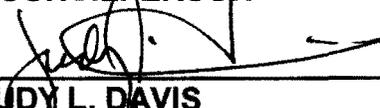
CARRIE E. WARD,
MASTER MUNICIPAL CLERK
CITY CLERK



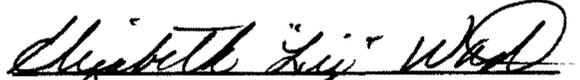
ANN ILES
CHAIR PRO TEM



DONALD R. WILSON
COUNCILPERSON



JUDY L. DAVIS
COUNCILPERSON


ELIZABETH "LIZ" WADE
COUNCILPERSON

MOTIONED BY: D. Wilson

SECONDED BY: J. Davis

D. SCHNYER: aye

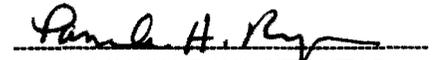
A. ILES: aye

D. WILSON: aye

J. DAVIS: aye

E. WADE: aye

REVIEWED AS TO LEGAL SUFFICIENCY


PAMALA HANNA RYAN, CITY ATTORNEY

DATE: 11/5/04

RESOLUTION NO. 224-04

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF RIVIERA BEACH, PALM BEACH COUNTY, FLORIDA, APPROVING THE SITE PLAN APPLICATION FROM SUNCREST SUPPLY, INC., FOR A WHOLESALE FACILITY LOCATED AT 7540 BYRON DRIVE, JUST EAST OF I-95 WITH CONDITIONS; AND PROVIDING FOR AN EFFECTIVE DATE.

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

WHEREAS, the Planning & Zoning Board met on October 14, 2004, to review the site plan application and made a recommendation to the City Council for approval of the Site Plan application from Suncrest Supply, Inc.; and

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

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

SECTION 1. The Site Plan (Exhibit A) for a building materials storage and distribution facility with the following conditions:

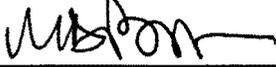
1. All future advertising must state that the development is in the City of Riviera Beach. A fine of \$250 per day will be levied against the property owner for violation of this condition.
2. Construction must be initiated within 18 months of receiving City Council Approval.
3. Landscaping bond for 110% of the value of landscaping and irrigation shall be required before certificate of occupancy is issued.

SECTION 2. This Resolution shall act as the final order which is not required to be recorded in the public records of Palm Beach County.

SECTION 3. This Resolution shall take effect immediately upon approval.

PASSED AND APPROVED THIS 17TH DAY OF NOVEMBER, 2004.

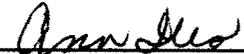
APPROVED:


MICHAEL D. BROWN
MAYOR


DAVID G. SCHNYER
CHAIRPERSON

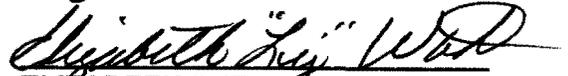
ATTEST:


CARRIE E. WARD
MASTER MUNICIPAL CLERK
CITY CLERK


ANN ILES
CHAIR PRO-TEM


DONALD R. WILSON
COUNCILPERSON

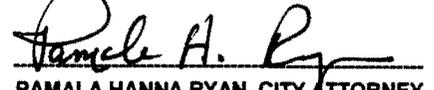

JUDY L. DAVIS
COUNCILPERSON


ELIZABETH "LIZ" WADE
COUNCILPERSON

MOTIONED BY: E. Wade
SECONDED BY: J. Davis

D. SCHNYER: aye
A. ILES: aye
D. WILSON: aye
J. DAVIS: aye
E. WADE: aye

REVIEWED AS TO LEGAL SUFFICIENCY


PAMALA HANNA RYAN, CITY ATTORNEY

DATE: 11/8/04