

RESOLUTION NO. 171-02

**A RESOLUTION OF THE CITY COUNCIL OF
THE CITY OF RIVIERA BEACH, PALM
BEACH COUNTY, FLORIDA,
APPROPRIATING \$600,000 OF GENERAL
FUND, FUND BALANCE TO COVER THE
PROJECTED SHORT FALL OF BUDGETED
REVENUE, FOR THE 2001-2002 FISCAL
YEAR DUE TO INCOMPLETE
NEGOTIATIONS FOR THE FP&L
FRANCHISE AGREEMENT.**

WHEREAS, the 2001-02 budget was balanced using \$600,000 to renegotiate the Florida Power and Light franchise; and

WHEREAS, the 1982 thirty year contract with FP&L provides the City with a 6% franchise fee, but also allows the company to offset any other taxes they pay against this fee. The offset states that whatever taxes that are paid to the city can be offset against the franchise fees paid to the city; and

WHEREAS, FP&L is currently paying \$991,989 in taxes, which results in our actual franchise fee being approximately 2.3% of 90% of their revenues; and

WHEREAS, FP&L had indicated a willingness to renegotiate the financial terms of this agreement to be more in line with recent agreements that they have entered into. However, they are looking for another 30 year agreement and language that would essentially allow them to renegotiate terms if we allow a competitor a franchise with better terms ("favored nations clause"); and

WHEREAS, the City is currently negotiating with FP&L a new contract that is mutually beneficial to both parties; and

WHEREAS, because we have not come to an agreement with FP&L, the City must appropriate \$600,000 of General Fund, Fund Balance.

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

SECTION 1. That the City Council approves the appropriation of \$600,000 of General Fund, Fund Balance for the projected short fall of budgeted revenues for Florida Power & Light Franchise Agreement.

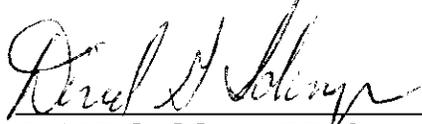
RESOLUTION NO. 171-02
PAGE 2

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

PASSED AND APPROVED this 18th day of September, 2002.

APPROVED:

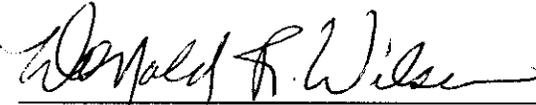

MICHAEL D. BROWN, MAYOR

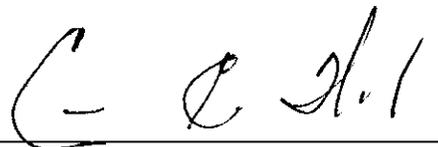

DAVID G. SCHNYER, CHAIRPERSON

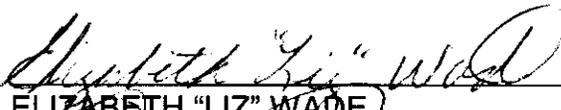
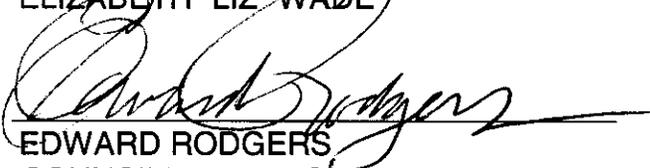
(MUNICIPAL SEAL)


SYLVIA LEE BLUE, CHAIR PRO-TEM

ATTEST:


DONALD R. WILSON


CARRIE E. WARD, CMC/AE
CITY CLERK


ELIZABETH "LIZ" WADE

EDWARD RODGERS
COUNCILMEMBERS

MOTIONED BY: E. Wade

SECONDED BY: D. Wilson

D. SCHNYER aye

S. BLUE out

D. WILSON aye

E. WADE aye

E. RODGERS aye

REVIEWED AS TO LEGAL SUFFICIENCY


CITY ATTORNEY
CITY OF RIVIERA BEACH

DATE: 9/19/02

RESOLUTION NO. 172-02

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF RIVIERA BEACH, PALM BEACH COUNTY, FLORIDA, AUTHORIZING THE MAYOR TO EXECUTE THE SUPERFUND STATE CONTRACT BETWEEN THE STATE OF FLORIDA, THE CITY OF RIVIERA BEACH, AND THE U. S. ENVIRONMENTAL PROTECTION AGENCY, REGION IV FOR PHASE ONE REMEDIAL ACTION AT THE TRANS CIRCUIT SITE; AND PROVIDING AN EFFECTIVE DATE FOR SAME.

WHEREAS, some of the City's groundwater wells have been subjected to chemical contamination from the Trans Circuit Site; and

WHEREAS, the City has installed, operated, and maintained four air stripping tower units to purge contamination from the raw water supply prior to treatment; and

WHEREAS, the U. S. Environmental Protection Agency is willing to enter into a Superfund State Contract with the State of Florida and the City of Riviera Beach to pay for the operation and maintenance of the air stripping towers

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 is authorized to enter into the Superfund State Contract between the State of Florida, the City of Riviera Beach and the U.S. Environmental Protection Agency, a copy of which is attached hereto.

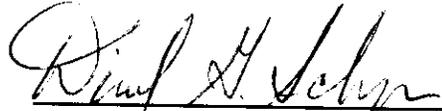
Section 2. This Resolution shall take effect immediately upon passage and adoption by the City Council.

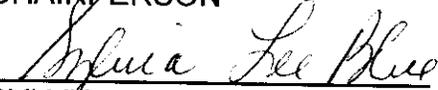
PASSED and APPROVED this 18th day of September, 2000.

APPROVED:

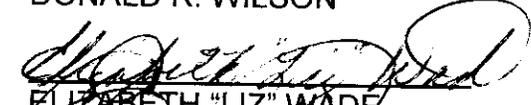

MICHAEL D. BROWN
MAYOR

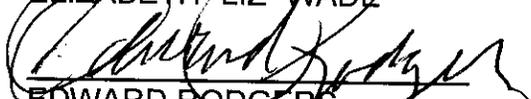
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DAVID G. SCHNYER
CHAIRPERSON

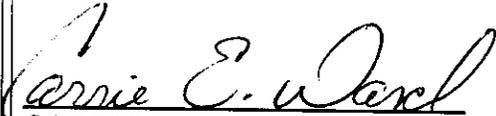

SYLVIA LEE BLUE
CHAIR PRO-TEM


DONALD R. WILSON


ELIZABETH "LIZ" WADE


EDWARD RODGERS
COUNCILMEMBERS

ATTEST


CARRIE E. WARD, CMC/AAE
CITY CLERK

MOTIONED BY: D. Wilson

SECONDED BY: E. Wade

D. SCHNYER aye

S. BLUE out

D. WILSON aye

E. WADE aye

E. RODGERS aye

REVIEWED AS TO LEGAL
SUFFICIENCY


PAMALA H. RYAN
CITY ATTORNEY
CITY OF RIVIERA BEACH

Date 9/18/02

mem
9/18/02

RESOLUTION NO. 173-02

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF RIVIERA BEACH, PALM BEACH COUNTY, FLORIDA, APPROVING AND AUTHORIZING THE MAYOR AND CITY CLERK TO APPROVE PAYMENT TO SOUTHERN SEWER EQUIPMENT SALES IN THE AMOUNT OF \$13,400.66 FOR EMERGENCY REPAIR WORK ON THE UTILITIES DEPARTMENT'S SEWER VAC-TRUCK; AND AUTHORIZING THE MAYOR AND FINANCE DIRECTOR TO PAY THIS AMOUNT FROM ACCOUNT NO. 401-1438-5350-4604

WHEREAS, Southern Sewer Equipment Sales has submitted an invoice in the amount of \$13,400.66 for emergency repair work completed on the Utilities Department's Sewer Vac-Truck; and

WHEREAS, Staff recommends that City Council approve payment to Southern Sewer Equipment Sales for this emergency repair work.

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

Section 1: That the City Council hereby accepts and approves said payment to Southern Sewer Equipment Sales in the amount of \$13,400.66 for the emergency repair work.

Section 2: The Mayor and Finance Director are authorized to make payment for same under Account No. 401-1438-5350-4604.

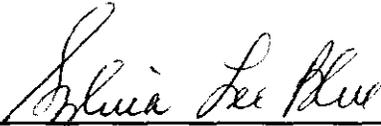
Section 3: This Resolution shall take effect upon its passage and adoption by the City Council.

PASSED AND ADOPTED this 2ND day of OCTOBER, 2002.

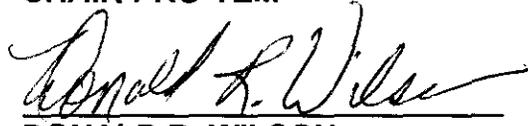
APPROVED:

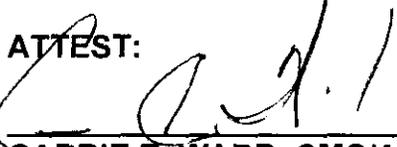

MICHAEL D. BROWN,
MAYOR

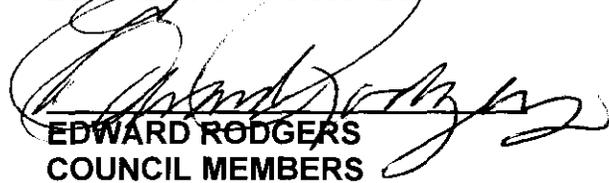

DAVID G. SCHNYER,
CHAIRPERSON


SYLVIA LEE BLUE,
CHAIR PRO-TEM

(MUNICIPAL SEAL)


DONALD R. WILSON

ATTEST:

CARRIE E. WARD, CMC/AE
CITY CLERK


ELIZABETH "LIZ" WADE

EDWARD RODGERS
COUNCIL MEMBERS

MOTIONED BY: S. BLUE

SECONDED BY: D. WILSON

D. SCHNYER AYE

S. BLUE AYE

D. WILSON AYE

E. WADE AYE

E. RODGERS AYE

REVIEWED AS TO LEGAL SUFFICIENCY


CITY ATTORNEY
CITY OF RIVIERA BEACH

DATE: 9/25/02

RESOLUTION NO. 174-02

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF RIVIERA BEACH, PALM BEACH COUNTY, FLORIDA, APPROVING THE MAINTENANCE SERVICE AGREEMENTS FOR THE FISCAL YEAR 2002/2003, WITH MOTOROLA COMMUNICATIONS AND ELECTRONICS, INC., AT A TOTAL COST OF \$86,927.88; AND AUTHORIZING THE MAYOR AND CITY CLERK TO EXECUTE THE AGREEMENTS ON BEHALF OF THE CITY; AUTHORIZING PAYMENT FOR THESE AGREEMENTS FROM ACCOUNT NUMBERS 001- 0817-521-0-4601 and 124-0819-521-0-4601.

WHEREAS, the City of Riviera Beach Police Department recommends approval of the attached Maintenance Service Agreements from Motorola Communications & Electronics, Inc., for the sum of \$86,927.88, for the period October 1, 2002 through September 30, 2003; and

WHEREAS, the City Council finds it is in the best interests of the citizens and the City to assure that the Police Department's communications equipment and services are maintained in proper working order.

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 Agreements on behalf of the City.

SECTION 2. Monthly payments in the amount of \$5,631.24, totaling \$67,574.88 are to be paid from Account Number 001-0817-521-0-4601 to Motorola, Inc. for the City's portion of the maintenance of the 800 MHz trunking Radio system for 2002 – 2003 fiscal year, and monthly payments in amount of \$1,612.75, totaling \$19,353.00 from account number 124-0819-521-0-4601 for the E911 telephone system maintenance.

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

CONTRACT FOR MAINTENANCE SERVICES

This Contract is made as of the 02 day of October 2002, 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 upon the equipment set forth and detailed in Exhibit "C".

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

ARTICLE 2-SCHEDULE

Services shall commence on October 1, 2002 and terminate on September 30, 2003 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 "B". 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 unreasonable by 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 causes of action which may arise from any negligent act or omission of the CONTRACTOR, its agents, servants, or employees in the performance of services under this Contract.

The CONTRACTOR further agrees to indemnify, save harmless and defend the CITY, its agents, servants and employees from and against any claim, demand or cause of action of whatsoever kind or nature arising out of any conduct or misconduct of the CONTRACTOR 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. TMS 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 it presently has no interest and shall acquire no interest, either direct or indirect, which would conflict in any manner with the performance or services required hereunder, as provided for in Florida Statutes 112.311. The CONTRACTOR further represents that no person having any such 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 ten-ns 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 contract.

ARTICLE 18-CONTINGENT FEES

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

ARTICLE 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 Attention:
Officer Kenneth Patterson
600 W. Blue Heron Blvd. Riviera
Beach, FL 33404

and if sent to the CONTRACTOR shall be mailed to-

Motorola, Inc.
Attention: Cindee Smith
5580 N.W. 36th Avenue, Suite B
Ft. Lauderdale, FL 33309

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 nonconforming 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.

THE REMAINDER OF THIS PAGE INTENTIONALLY LEFT BLANK

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: Tricia McCarthy

Tricia McCarthy, Controller
Name & Title

BY: Michael D. Brown
MICHAEL D. BROWN
MAYOR

Date: October 3, 2002



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

(SEAL)

DATE: 10/02/02

BY: Jeffrey A. Fox
APPROVED AS TO FORM AND
LEGAL SUFFICIENCY

BY: _____
APPROVED AS TO TERMS AND
CONDITIONS

BY: Jeffrey A. Fox
CITY ATTORNEY

DATE: _____

Exhibit A

Statement of Work

Dispatch Service

1.0 Description of Services

The Call Center Operation (CCO) at Motorola's SSC provides Continuously a central point of contact for technical customer service requests. The CCO is staffed with customer support representatives who will coordinate the appropriate service response and resources. Service requests are tracked and monitored from creation to close through an electronic Case process.

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

2.0 Motorola has the following responsibilities:

- 2.1. Continuously receive technical service requests from Customer or Motorola via telephone.
- 2.2. Open a Case and gather information from Customer 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 standard procedures and provide necessary Case information collected in section 3.2
- 2.4. Verify with Customer that Restoration is complete or System is functional, -if required by Customer's repair verification preference as set forth in section 3.1. If verification by Customer cannot be completed within 20 minutes of Restoration, the Case will be closed and the Servicer will be released.
- 2.5. Ensure the required personnel have access to Customer information as needed.
- 2.6. Escalate the Case to the appropriate party upon expiration of a Response time.
- 2.7. Close the Case upon receiving notification from Customer or Servicer, indicating the Case is resolved.
- 2.8. Notify Customer of Case status via pager or email at the following Case levels as determined in section 3.1:
 - 2.8.1. Open and Close; or
 - 2.8.2. Open, Assigned, Arrival, Deferred, Closed.
- 2.9. Provide periodic activity reports to Customer.

3.0 Customer has the following responsibilities:

- 3.1. Provide Motorola with the following pre-defined information prior to service Start Date:
 - 3.1.1. Case notification preferences
 - 3.1.2. Repair verification preference
- 3.2. Call the SSC provide the following information to the customer support representative:
 - 3.2.1. Assigned System ID number
 - 3.2.2. Problem description and site location
 - 3.2.3. Other pertinent information for Motorola to open a Case.
- 3.3. Verify with the SSC that Restoration is complete or System is functional, if required by Customer's repair verification preference stated in section 3.1.
- 3.4. Complete and submit all required database and escalation procedure forms to be entered and stored at the System Support Center .
- 3.5. Submit changes in any information supplied in the Customer Support Plan to the Customer Support Manager.
- 3.6. Cooperate with Motorola and perform all acts that are reasonable or necessary to enable Motorola to provide the Dispatch Service to Customer.

Technical Support Service

1.0 Description of Services

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

Technical Support is applicable to the following system types: SmartZone v2.0.3 and higher, SmartZone/OmniLink, E911, Private Data v2.0.3 and higher, and SmartNet. The following equipment is not supported by Technical Support: Micor, DeskTrac Repeater Model #L35SUM7000, MSF 5000 Analog, NCP, and Darcom.

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

2.0 Motorola has the following responsibilities:

- 2.1. Provide Technical Support Operation availability for all Severity One issues Continuously.
- 2.2. Respond to requests for the Restoration of failed Systems and to diagnose operation-affecting problems in accordance with the Response times defined in Table B and Severity Levels defined in Table C in Appendix 1 at the back of this Statement of Work.
- 2.3. Advise caller with procedure for determining any additional requirements for issue characterization, Restoration, or known fix for issue resolution.
- 2.4. Attempt remote access to System for remote diagnostics, if possible.
- 2.5. As needed, coordinate with the Servicer or Customer in the field until close of the Case.
- 2.6. Coordinate technical resolutions with agreed upon third party vendor(s), as needed.
- 2.7. Escalate support issues to Motorola engineering and product groups, if necessary.
- 2.8. Provide a focal point for any Systemic issue and manage the Systemic issue to resolution.
- 2.9. Escalate the Case to the appropriate party upon expiration of a Response time.
- 2.10. Provide remote assistance, if needed to install an Enhancement Release provided pursuant to the Software Subscription Agreement.
- 2.11. Provide Configuration Change Support and Work Flow changes to Systems that have dial in capability.

3.0 Customer has the following responsibilities:

- 3.1. Complete and submit all required database and escalation procedure forms to be entered and stored at the System Support Center prior to Start Date.
- 3.2. Submit changes in any information supplied in the above documents to the Customer Support Manager prior to the change taking effect.
- 3.3. Contact the System Support Center 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.
- 3.4. Supply on-site presence when requested by System Support Center.
- 3.5. Validate issue resolution prior to close of the Case.
- 3.6. Allow Motorola remote access to the System.

- 3.7. Cooperate with Motorola and perform all acts that are reasonable or necessary to enable Motorola to provide the Technical Support services to Customer.
- 3.8. Acknowledge that Cases will be handled in accordance with the times and priorities as defined in Table B and C in Appendix 1 at the back of this SOW.

APPENDIX 1

TABLE B – Remote Technical Support Response Times

SEVERITY	RESPONSE
Severity 1	Within 1 Hour from receipt of notification
Severity 2*	Within 4 Hours from receipt of notification
Severity 3*	Within next Business Day

*Standard Business Days

TABLE C –Severity Definitions

Severity Level	Problem Types
Severity 1	Major system failure 33% of System down 33% of Site channels down Site Environment Alarms (smoke, access, temp, AC Power) Response is provided Continuously.
Severity 2	Significant System Impairment Response during Standard Business Day
Severity 3	Parts Questions Upgrades Intermittent problems System problems presently being monitored Operational and informational questions Configuration Change Support and Work Flow procedure questions Response during Standard Business Day.

Infrastructure Repair

1.0 Description of Services

Infrastructure Repair provides repair service to Motorola and select third party Infrastructure as set forth in the applicable attached Exhibit, all of which are hereby incorporated by this reference. Customer's System type determines which Exhibit is applicable (i.e. Exhibit A is for SmartZone systems, Exhibit B is for SmartNet systems). Equipment is serviced down to the component level at the Motorola System Support Center (SSC). At Motorola's discretion, select third party Infrastructure may be sent to the original equipment manufacturer or third party vendor for repair. If third party Infrastructure is no longer supported by the original equipment manufacturer, Motorola may replace Equipment with a comparable/compatible or like Equipment, when possible.

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

2.0 Motorola has the following responsibilities:

- 2.1. Receive Equipment from Customer and document its arrival, repair and return. Provide return authorization numbers when requested as mentioned in 3.1.
- 2.2. Perform the following on Motorola Equipment:
 - 2.2.1. Perform an operational check on the Equipment to determine the nature of the problem.
 - 2.2.2. Replace malfunctioning Components with new or reconditioned assemblies.
 - 2.2.3. Verify that Motorola Equipment is returned to Motorola manufactured specifications, as applicable.
 - 2.2.4. Perform a Box Unit Test on all serviced Equipment.
 - 2.2.5. Perform a System Test on select Equipment.
- 2.3. Provide service on third party Infrastructure
 - 2.3.1. Perform pre-diagnostic and repair services on select third party Infrastructure to confirm Equipment malfunction and eliminate sending Equipment with no trouble found (NTF) to third party vendor for repair, when applicable.
 - 2.3.2. Ship select third party Infrastructure to the original equipment manufacturer or third party vendor for repair service.
 - 2.3.3. Coordinate and track third-party Infrastructure Equipment sent to the original equipment manufacturer or third party vendor for service.
 - 2.3.4. Perform a post-test to confirm malfunction Equipment has been repaired and functions properly in a Motorola System configuration, when applicable.
- 2.4. Reprogram Equipment to return Equipment to original operating parameters based on templates provided by Customer. If the Customer template is not provided or is not reasonably usable, a generic template will be used.
- 2.5. Properly package and return ship (Motorola will pay return shipping charges) Equipment to the Customer specified address.

3.0 Customer has the following responsibilities:

- 3.1. Contact the SSC for a return authorization number prior to shipping malfunctioning Equipment or third party Infrastructure named in the applicable attached Exhibit. The initial call to the SSC may be from Servicer if, pursuant to a Statement of Work or other applicable Agreement, Servicer is acting on Customer's behalf.
 - 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 Equipment.

Infrastructure Repair (cont.)

- 3.1.2. Indicate if the Equipment or third party Infrastructure being sent in for service was subjected to physical damage or lightning damage. Follow Motorola instructions regarding inclusion or removal of Firmware and Software applications from Equipment being sent in for service.
- 3.2. Maintain templates of Software/applications and Firmware for reloading of Equipment as set forth in paragraph 2.4.
- 3.3. Properly package Equipment and third party Infrastructure for shipping and ship the malfunctioning Equipment and third party Infrastructure (freight prepaid by Customer) to Motorola. Clearly print the return authorization number on the outside of the packaging.
- 3.4. Cooperate with Motorola and perform all acts that are reasonable or necessary to enable Motorola to provide the Infrastructure Repair services to Customer.

Coverage and Exclusions for Infrastructure Repair

Covered SmartNet System Equipment	Notes/ Exceptions
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)	Quantar, Quantro, Digital MSF5000, MTR2000, and Desktrac L35SUM7000-T Repeaters ONLY . Network Management is not available on all stations. Please refer to the SOW for details.
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 that directly interface with or control the communications System, including SIP and Systemwatch II. Excludes laptop computers. Excludes mice and trackballs, unless unique to the product. Excludes defective or phosphor-burned cathode ray tubes CRT(s) and burned-in flat panel display image retention.
Console(s)	Includes consoles as part of complete Systems ONLY . Centracom II, Centracom Gold Classic, Centracom Gold Elite. Excludes Centracom I, headset jacks, dual footswitches, and gooseneck microphones.
Controller	Includes SmartNet II 28 Channel, Smartworks, Startsite (See IDO Supportable Product Matrix)
Digital Interface Unit(s)	
Digital Signaling Modem(s)	
Embassy Switch	Includes AEB, AIMI, ZAMBI
Management Terminals	SIMS II/ Site Lens. Excludes all hard drives used for SIMS that is not at least a 1GB in size
MBEX(s) or NOVA Interconnect	
Monitor(s)	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 displays image retention.
Moscad	As part of System only. Standalone MOSCAD must be quoted separately. Excludes System Control and Data Acquisition (SCADA) MOSCAD Systems.
Network Fault Management	Includes Full Vision. Excludes NMC
Printer(s)	Includes printers that directly interface with the communications System. Does not include consumable items such as printer cartridges.
RAS(s)	Includes RAS 1101 and RAS 1102. Excludes RAS 1100
Receiver(s)	Includes Quantar, MTR2000 and ASTRO-TAC Receivers.
Simulcast Distribution Amplifier(s)	
Site Data Modem(s)	
Site Frequency Standard(s)	Includes Rubidium, GPS and Netclocks systems sold with the Motorola System.
Universal Simulcast Controller Interface(s)	

Additional Exclusions:

1. All Equipment over seven (7) years from product cancellation date.
2. Physically damaged Equipment.
3. Third party equipment not shipped by Motorola with the original System.
4. Dictaphones and Recording Equipment.
5. Microwave Equipment.
6. Consumable items including but not limited to batteries, connectors, printer cartridges, mice, and trackballs.
7. Test Equipment.
8. Racks, furniture and cabinets.
9. UPS Systems.
10. Firmware and/or Software upgrades

Infrastructure Repair

1.0 Description of Services

Infrastructure Repair provides repair service to Motorola and select third party Infrastructure as set forth in the applicable attached Exhibit, all of which are hereby incorporated by this reference. Customer's System type determines which Exhibit is applicable (i.e. Exhibit A is for SmartZone systems, Exhibit B is for SmartNet systems). Equipment is serviced down to the component level at the Motorola System Support Center (SSC). At Motorola's discretion, select third party Infrastructure may be sent to the original equipment manufacturer or third party vendor for repair. If third party Infrastructure is no longer supported by the original equipment manufacturer, Motorola may replace Equipment with a comparable/compatible or like Equipment, when possible.

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

2.0 Motorola has the following responsibilities:

- 2.1. Receive Equipment from Customer and document its arrival, repair and return. Provide return authorization numbers when requested as mentioned in 3.1.
- 2.2. Perform the following on Motorola Equipment:
 - 2.2.1. Perform an operational check on the Equipment to determine the nature of the problem.
 - 2.2.2. Replace malfunctioning Components with new or reconditioned assemblies.
 - 2.2.3. Verify that Motorola Equipment is returned to Motorola manufactured specifications, as applicable.
 - 2.2.4. Perform a Box Unit Test on all serviced Equipment.
 - 2.2.5. Perform a System Test on select Equipment.
- 2.3. Provide service on third party Infrastructure
 - 2.3.1. Perform pre-diagnostic and repair services on select third party Infrastructure to confirm Equipment malfunction and eliminate sending Equipment with no trouble found (NTF) to third party vendor for repair, when applicable.
 - 2.3.2. Ship select third party Infrastructure to the original equipment manufacturer or third party vendor for repair service.
 - 2.3.3. Coordinate and track third-party Infrastructure Equipment sent to the original equipment manufacturer or third party vendor for service.
 - 2.3.4. Perform a post-test to confirm malfunction Equipment has been repaired and functions properly in a Motorola System configuration, when applicable.
- 2.4. Reprogram Equipment to return Equipment to original operating parameters based on templates provided by Customer. If the Customer template is not provided or is not reasonably usable, a generic template will be used.
- 2.5. Properly package and return ship (Motorola will pay return shipping charges) Equipment to the Customer specified address.

3.0 Customer has the following responsibilities:

- 3.1. Contact the SSC for a return authorization number prior to shipping malfunctioning Equipment or third party Infrastructure named in the applicable attached Exhibit. The initial call to the SSC may be from Servicer if, pursuant to a Statement of Work or other applicable Agreement, Servicer is acting on Customer's behalf.
 - 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 Equipment.



Infrastructure Repair (cont.)

- 3.1.2. Indicate if the Equipment or third party Infrastructure being sent in for service was subjected to physical damage or lightning damage. Follow Motorola instructions regarding inclusion or removal of Firmware and Software applications from Equipment being sent in for service.
- 3.2. Maintain templates of Software/applications and Firmware for reloading of Equipment as set forth in paragraph 2.4.
- 3.3. Properly package Equipment and third party Infrastructure for shipping and ship the malfunctioning Equipment and third party Infrastructure (freight prepaid by Customer) to Motorola. Clearly print the return authorization number on the outside of the packaging.
- 3.4. Cooperate with Motorola and perform all acts that are reasonable or necessary to enable Motorola to provide the Infrastructure Repair services to Customer.

Coverage and Exclusions for Infrastructure Repair

Covered 911 System Equipment	Notes/Exceptions
ALI	
Analog Station Card(s)	
ANI Controller	
Caller ID Board(s)	
Client Computer(s)	Includes computers that directly interface with or control the communications System. Excludes laptop computers. Excludes mice and trackballs, unless unique to the product. Excludes defective or phosphor-burned cathode ray tubes CRT(s) and burned-in flat panel displays image retention.
Clock Synch Board(s)	
Conference Board(s)	
DID/Analog Station-OPX Card(s)	
Digital Announcement Board(s)	
Digital Station Card(s)	
DTMF Tone Receiver Board(s)	
E&M Card(s)	
Ground Loop Start Card(s)	
Hub(s)	
MF Receiver Board(s)	
Modem(s)	
Monitor(s)	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
Printer(s)	Includes printers that directly interface with the communications System. Does not include consumable items such as printer cartridges.
Ring Generator(s)	
Server(s)	Includes computers that directly interface with or control the communications System. Excludes laptop computers. Excludes mice and trackballs, unless unique to the product. Excludes defective or phosphor-burned cathode ray tubes CRT(s) and burned-in flat panel displays image retention.
TDD Detector(s)	
Telephone(s)	Includes up to six (6) administrator phones, and all 911 and KEM phones.
911 Line Card(s)	

Additional Exclusions:

1. All Equipment over seven (7) years from product cancellation date.
2. Physically damaged Equipment.
3. Third party equipment not shipped by Motorola with the original System.
4. Dictaphones and Recording Equipment.
5. Microwave Equipment.
6. Consumable items including but not limited to batteries, connectors, printer cartridges, mice, and trackballs.
7. Test Equipment.
8. Racks, furniture and cabinets.
9. UPS Systems.
10. Firmware and/or Software upgrades



OnSite Infrastructure Response

1.0 Description of Service

OnSite Infrastructure Response provides for on-site technician Response as determined by pre-defined severity levels set forth in Table C and Response times set forth in Table A-1 in order to Restore the System.

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

2.0 Motorola has the following responsibilities:

- 2.1 If Motorola is providing Technical Support service (via an additional Statement of Work) in addition to this OnSite Infrastructure Response service, Motorola will first respond in accordance with Technical Support service Statement of Work and Table B herein, unless required to Respond otherwise in the Communications System Agreement or other applicable Agreement. If, in the performance of the Technical Support responsibilities, Motorola determines that an on-site technician is necessary, dispatch will occur promptly after such determination is made and on-site response will occur in accordance with Table A-2.
- 2.2 If Motorola is not providing Technical Support but only providing OnSite Infrastructure Response, Motorola will respond in accordance with this Statement of Work and Tables A-1 and C.
- 2.3 Perform diagnostics on the Component/Field Replaceable Unit (FRU) /assembly
- 2.4 Restore the System by replacing defective Component/FRU/assembly:
 - 2.4.1 FRU and assembly will be provided by Customer.
- 2.5 Provide materials, tools, documentation, physical planning manuals, diagnostic and test equipment necessary to perform the Maintenance service.

3.0 Customer has the following responsibilities:

- 3.1 Establish and maintain a suitable environment (heat, light, and power) for the Equipment location and provide the Servicer full, free, and safe access to the Equipment so that the Servicer may provide services. All sites shall be accessible by standard service vehicles.
- 3.2 Supply FRU or assembly as needed in order for Motorola to Restore the System as set forth in paragraph 2.4.1
- 3.3 Maintain and store any and all Software needed to Restore the System.
- 3.4 Cooperate with Motorola and perform all acts that are reasonable or necessary to enable Motorola to provide the OnSite Infrastructure Response services to Customer.

Table A-1 – OnSite Response Times

Severity Level	Response Time
Severity 1	Within 4 hours from receipt of notification
Severity 2*	Within 4 hours from receipt of notification*
Severity 3*	Within 24 hours from receipt of notification*

Table A-2 – OnSite Response Times with Remote Technical Support Response Times

Severity Level	Response Time
Severity 1	Within 1 hour from receipt of request for Technical Support. On-site within 4 hours from time of dispatch.
Severity 2*	Within 1 hour from receipt of request for Technical Support. On-site within 4 hours* from time of dispatch*
Severity 3*	Within next Business Day from receipt of request for Technical Support*. On-site within 24 hours from time of dispatch*

*Denotes that these response times are applicable only during Standard Business Day. Severity 1 Response Times are applicable Continuously.

Table B – Remote Technical Support Response Times

Severity	Response
Severity 1	Within 1 Hour from receipt of notification
Severity 2*	Within 4 Hours* from receipt of notification
Severity 3*	Within next Business Day*

* Denotes that these response times are applicable only during Standard Business Day. Severity 1 Response Times are applicable Continuously.

Table C –Severity Definitions

Severity Level	Problem Types
Severity 1	Major system failure 33% of System down 33% of Site channels down Site Environment Alarms (smoke, access, temp, A/C Power) Response is provided Continuously
Severity 2	Significant System Impairment Response is provided Standard Business Day
Severity 3	Parts Questions Upgrades Intermittent problems System problems presently being monitored Operational and informational questions Configuration Change Support and Work Flow procedure questions Response is provided Standard Business Day.

EXHIBIT B**Riviera Beach, City of****Smartnet Radio System**

Description of Services	Monthly Pricing	Annual Pricing
Dispatch Services	\$ 64.63	\$ 775.56
Technical Support Services	\$ 97.70	\$ 1,172.40
Infrastructure Repair	\$ 354.70	\$ 4,256.40
OnSite Infrastructure Response	\$ 609.66	\$ 7,315.92
Microwave Services	\$ 447.52	\$ 5,370.24
OnSite Infrastructure Response for Topaz and Premisys Equipment	\$ 4,054.75	\$ 48,657.00
Totals	\$ 5,628.96	\$ 67,547.52

E911 System

Description of Services	Monthly Pricing	Annual Pricing
Dispatch Services	\$ 66.62	\$ 799.44
Technical Support Services	\$ 87.74	\$ 1,052.88
Infrastructure Repair	\$ 571.25	\$ 6,855.00
OnSite Infrastructure Response	\$ 885.00	\$ 10,620.00
Totals	\$ 1,610.61	\$ 19,327.32
Grand Total	\$ 7,239.57	\$ 86,874.84



Ver. 4.5

SERVICE AGREEMENT

207 East Algonquin Road
Bloomington, IL 60196
(800) 247-2346

Agreement Order # : 0555013270631
Supersedes Agreement #(s) : 314001972

Date: 9/27/2002

Company Name: Riviera Beach, City of
 Attn: _____
 Billing Address: 600 West Blue Heron Blvd
 City, State, Zip: Riviera Beach, FL 33404
 Customer Contact: Kenneth Patterson
 Phone: 561-845-3424
 Fax: 561-848-0779

Required P.O.: No
 Customer # : 1035769895
 Bill to Tag # : 0001
 Contract Start Date: 10/01/02
 Contract Expiration Date: 09/30/03
 Auto Renew: No
 Payment Cycle: Monthly
 Tax Exempt: Yes
 PO # :

Qty	Model/Option	Description	Monthly Ext	Extended
	SVC01SVC1102	Dispatch Service	\$ 131.25	\$ 1,575.00
1	SVC240AA	ENH: Smartnet Site		
3	SVC241AA	ENH: Smartnet Station		
3	SVC243AA	ENH: Smartnet Operator Position		
1	SVC317AA	ENH: 911 PSAP		
	SVC01SVC1104	Technical Support Service	\$ 185.44	\$ 2,225.28
1	SVC147AA	ENH: Smartnet System		
1	SVC135AA	ENH: Smartnet Site		
3	SVC136AA	ENH: Smartnet Station		
3	SVC138AA	ENH: Smartnet Operator Position		
1	SVC317AG	ENH: 911 PSAP(s)		
	SVC01SVC1108	Infrastructure Repair	\$ 925.95	\$ 11,111.40
1	SVC257AB	ENH: Smartnet Site		
3	SVC258AB	ENH: Smartnet Station		
3	SVC260AB	ENH: Smartnet Operator Position		
1	SVC317AL	ENH: 911 PSAP		
13	SVC318AL	ENH: 911 Phone Set		
5	SVC320AB	ENH: 911 Printer		
5	SVC319AL	ENH: 911 Call Taker Position		
	SVC01SVC1410	OnSite Infrastructure Response Service	\$ 1,494.66	\$ 17,935.92
1	SVC218AA	ENH: OnSite Infrastructure Response-Sites-NonConventional		
3	SVC219AA	ENH: OnSite Infrastructure Response -Stations		
3	SVC220AA	ENH: OnSite Infrastructure Response -Operator Positions		
2	SVC223AA	ENH: OnSite Infrastructure Response -Control Stations		
4	SVC224AA	ENH: OnSite Infrastructure Response -Remotes		
1	SVC317AD	ENH: OnSite Infrastructure Response - 911 PSAP		
13	SVC318AD	ENH: OnSite Infrastructure Response - 911 Phone Set		
5	SVC319AD	ENH: OnSite Infrastructure Response-911 Call Taker Position		
	SVC02SVC0001	SP - Microwave Services	\$ 447.52	\$ 5,370.24
1		Microwave System		
	SVC01SVC2007	SP - OnSite Infrastructure Response	\$ 4,054.75	\$ 48,657.00
1		Topaz and Premisys Equipment		

RECEIVED

OCT 01 2002

PURCHASING DEPT.

Additional terms, definitions and conditions of this SERVICE AGREEMENT are attached.

SPECIAL INSTRUCTIONS - ATTACH STATEMENT OF WORK FOR PERFORMANCE DESCRIPTIONS

See attached list for equipment covered under contract.

SUBTOTAL - RECURRING SERVICES	\$ 7,239.57	\$ 86,874.84
SUBTOTAL - ONE-TIME EVENT SERVICES		\$ -
TOTAL	\$ 7,239.57	\$ 86,874.84
TAXES	\$0.00	\$0.00
GRAND TOTAL	\$ 7,239.57	\$ 86,874.84

THIS SERVICE AMOUNT IS SUBJECT TO STATE & LOCAL TAXING JURISDICTIONS, TO BE VERIFIED BY MOTOROLA.

SUBCONTRACTOR(S)	CITY	STATE
Motorola - System Support Center	Schaumburg	IL

AUTHORIZED CUSTOMER SIGNATURE	TITLE	DATE
Kenneth Patterson		
CUSTOMER (PRINT NAME)		
<i>DL</i>	Motorola FSO Manager	
MOTOROLA REPRESENTATIVE (SIGNATURE)	TITLE	DATE
Donald Leuthke	954-717-4685	954-676-9976
MOTOROLA REPRESENTATIVE (PRINT NAME)	PHONE	FAX

EXHIBIT C

Customer: Riviera Beach, City of

Effective: 10/1/2002

Smartnet System

Qty	Equipment Description
1	14-Channel Controller
3	Centracom II Consoles
3	Quantar Receivers
1	Topaz and Premisys Equipment
1	Microwave System
2	Spectra Control Stations
4	Desksets

E911 System

Qty	Equipment Description
1	Server
5	Call Taker Positions
13	E911 Phone Sets
7	KEM (Key Expansion Module)
1	Card Cage
5	IBM Printers