

Meeting Date: 7/28/15

Agenda Item

10

REQUESTED COMMISSION ACTION:

<input checked="" type="checkbox"/> Consent	<input type="checkbox"/> Ordinance	<input checked="" type="checkbox"/> Resolution	<input type="checkbox"/> Consideration/ Discussion	<input type="checkbox"/> Presentation
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SHORT TITLE A Resolution of the City Commission of the City of Pompano Beach, Florida, Approving and authorizing the proper city officials to execute an agreement between the City of Pompano Beach and Neptune Technology Group Inc.; providing an effective date. (Fiscal impact: \$10,800 per year, commencing 6 months after implementation)

Summary of Purpose and Why:

The approval of this item will allow the City to continue to enhance customer service within its Utility Billing function. In essence, it will allow the City to enable Neptune Technology Group Inc.'s, N_Sight IQ web based software to empower the City's Utility customers to manage their water consumption. Customers will be able to access their current and historical consumption data online, as well as set various parameters to include email notifications for excessive or unusual usage patterns (as set by the customers, allowing for early leak detection or to identify unauthorized usage while away from their residence). Please refer to Finance Dept. Memo #15-113 for additional information.

- (1) Origin of request for this action: Finance Department
- (2) Primary staff contact: Suzette Sibble, Finance Director Ext. 4680
- (3) Expiration of contract, if applicable: 5 years following execution
- (4) Fiscal impact and source of funding: \$10,800 per year (approximately .05 cents/month per customer or .60 cents per year), commencing six months after implementation.

AS Budgeted - 412-3310-533-4640 (maintenance contracts)

DEPARTMENTAL COORDINATION	DATE	DEPARTMENTAL RECOMMENDATION	DEPARTMENTAL HEAD SIGNATURE
Finance	<u>7/13/15</u>	<u>Approval</u>	<u>S. Sibble</u>
City Attorney	<u>7/17/15</u>	<u>Approval</u>	<u>[Signature]</u>
Budget	<u>7-17-15</u>	<u>Approval</u>	<u>[Signature]</u>

City Manager [Signature]

[Signature]

ACTION TAKEN BY COMMISSION:

<u>Ordinance</u>	<u>Resolution</u>	<u>Consideration</u>
Workshop		
1 st Reading	1 st Reading	Results: Results:
2 nd Reading		



City Attorney's Communication #2015-1133

June 19, 2015

TO: Kyle McPhail, Customer Service Manager
FROM: Gordon B. Linn, City Attorney
RE: Resolution – Neptune Technology Group Inc.

Pursuant to your email of June 11, 2015, I have prepared and attached the following form of Resolution:

A RESOLUTION OF THE CITY COMMISSION OF THE CITY OF POMPANO BEACH, FLORIDA, APPROVING AND AUTHORIZING THE PROPER CITY OFFICIALS TO EXECUTE AN AGREEMENT BETWEEN THE CITY OF POMPANO BEACH AND NEPTUNE TECHNOLOGY GROUP INC.; PROVIDING AN EFFECTIVE DATE.

Please attach the appropriate city signature page to the agreement prior to presentation to the City Commission.

If I may be of further assistance, please feel free to contact me.



GORDON B. LINN

GBL/jrm
l:cor/cust-srv/2015-1133

Attachment

RESOLUTION NO. 2015-_____

CITY OF POMPANO BEACH
Broward County, Florida

A RESOLUTION OF THE CITY COMMISSION OF THE CITY OF POMPANO BEACH, FLORIDA, APPROVING AND AUTHORIZING THE PROPER CITY OFFICIALS TO EXECUTE AN AGREEMENT BETWEEN THE CITY OF POMPANO BEACH AND NEPTUNE TECHNOLOGY GROUP INC.; PROVIDING AN EFFECTIVE DATE.

BE IT RESOLVED BY THE CITY COMMISSION OF THE CITY OF POMPANO BEACH, FLORIDA:

SECTION 1. That an Agreement between the City of Pompano Beach and Neptune Technology Group Inc., a copy of which Agreement is attached hereto and incorporated by reference as if set forth in full, is hereby approved.

SECTION 2. That the proper City officials are hereby authorized to execute said Agreement between the City of Pompano Beach and Neptune Technology Group, Inc.

SECTION 3. This Resolution shall become effective upon passage.

PASSED AND ADOPTED this _____ day of _____, 2015.

LAMAR FISHER, MAYOR

ATTEST:

ASCELETA HAMMOND, CITY CLERK



FINANCE DEPARTMENT
MEMO 15-113

Date: July 17, 2015

To: Mayor and Commissioners

From: Suzette Sibble, Finance Director

Via: Dennis Beach, City Manager

Re: Approval of Neptune Technology Group, Inc. N_Sight IQ Software License Agreement

The City's current Automated Meter Infrastructure (AMI) system provides City staff with an abundance of information about the City's utility customer accounts. When looking at an account, staff is able to look back at prior consumption on a monthly, daily, and hourly basis. This view of consumption history allows us to see usage patterns that can often determine when unusual usage occurred and how much. Unfortunately, there are a large number of accounts that have continuous or intermittent leaks (over 5,000). Most are so minor, that customer notification is unnecessary. The reports available to us have no way to discern between large and small leaks, and no way to determine the type of customer (commercial, multi-family, single family). The reports are simply too voluminous to work through and then alert customers in a timely fashion. Our billing system still requires a reading once a month, and that is when we discover high usage and can then look back and tell if it is a possible leak or just over-usage. Having this technology and not being able to get this information to the customer sooner is sometimes difficult to explain to customers who have already experienced a high usage bill.

With the implementation of the recommended IQ software, we would be able to put that information at the customer's fingertips. The same information visible by City staff, could be accessed online, at home, by the customer.

The cloud-based application offers the homeowners themselves access to see, track, and manage information on their water usage (current and historical-up to ten years), including alerts for consumption anomalies. By making usage information available to the consumer, questions regarding high water bills are easier to resolve, and homeowners can be more proactive in their own use of water. More importantly they can choose to receive alert notifications by email of:

- ❖ leaks (continuous usage), based on their own acceptable variance parameters – a leaky toilet can result in 200 gallons wasted daily and add as much as \$60 extra to a monthly utility bill
- ❖ exceeded water budget
- ❖ out of town or vacant property alerts (could detect leaks or unauthorized usage)

Alert email(s) will be sent to your email address to notify you of any atypical water consumption. Choose the type(s) of alert emails that you would like to receive.

Leak Alert

Leak

Notification Frequency:

Exceeded Water Budget Alert

Exceeded Water Budget

Threshold: Your daily water usage will be compared against your average usage. If the difference is greater than the threshold, you will receive an email.

Out of Town Alert

Out of Town

From: to

Please send me an alert when my

Daily Usage Exceeds gal

Total Usage

Neptune is offering this software as a beta version, and waiving the \$73,700 implementation cost. The annual maintenance cost will be \$10,800 (waived for the first 6 months). This annual cost equates to a monthly cost of less than .05 per customer (.60/yr.), a minimal impact with exponential benefits aimed at conservation and avoidance of prolonged leaks, which could result in avoidance of high usage costs for the customer.

If approved by the City Commission, Utility Billing staff would deploy information to our utility customers to advise them of the availability of the service once implemented, offering to walk customers through the setup and navigation process for establishing parameters by linking to the web based tool via the City's current utility billing division website link. Staff will also monitor use of the system by our customers to ensure it is being utilized.

N_SIGHT IQ*

LICENSE AND SERVICES AGREEMENT

This LICENSE AND SERVICES AGREEMENT (this "Agreement") is entered into as of _____ (the "Effective Date"), by and between NEPTUNE TECHNOLOGY GROUP INC., a Delaware corporation with its principal place of business at 1600 Alabama Highway 229, Tallassee, Alabama 36078 ("Neptune"), and The City of Pompano Beach, Florida, a municipal body politic and corporate in perpetuity with its principal place of business at 100 W Atlantic Blvd; Pompano Beach, FL 33060 ("Licensee").

The Parties therefore agree as follows:

1. Definitions

- a. "Access" or "Accessible" means, with respect to a computer program or other materials, (a) to use or execute the computer program or other materials or (b) to use or otherwise benefit from the features or functionality of the computer program or other materials.
- b. "Agreement" means this License and Services Agreement, including all exhibits and schedules thereto, as the License and Services Agreement may be amended from time to time in accordance with the terms thereof.
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- b. Implementation Services and Plan. If Neptune will be performing Implementation Services, Neptune shall develop a preliminary implementation work plan (the “Implementation Work Plan”) for such Implementation Services. The applicable License Identification may set forth additional details for the Implementation Services. The Implementation Work Plan will be mutually agreed upon by the parties in writing prior to delivery of the Licensed Materials, such approval not to be unreasonably withheld. The Implementation Work Plan will include: (a) any milestones, milestone dates and interdependent milestone events; (b) a detailed description of all Implementation Services to be performed; (c) identification of any interdependent installation activities; and (e) a completion date for the installation of the Licensed Materials purchased under this Agreement.

5. Payment

- a. License Fees. Licensee will pay Neptune the mutually-agreed upon license fees set forth in Appendix A to this Agreement, which is attached and incorporated by this reference.
- b. Support and Maintenance Fees, Other Service Fees. Licensee will pay Neptune for any Services rendered in accordance with the fee schedule set forth in Appendix A to this Agreement. The fees in Appendix A are yearly fees, due following invoice as provided in the following sentence. All payments for Services will be in U.S. dollars and all undisputed payments are due and payable within thirty (30) days following Licensee’s receipt of a valid invoice.

- c. Taxes. Licensee will be responsible for payment of all applicable sale, use and other taxes to the applicable taxing authority of all such taxes (other than taxes based on Neptune's income).

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9. Limited Warranty and Disclaimers

- a. Limited Warranty. Neptune warrants that, as of the date on which the Licensed Materials are delivered to Licensee and for ninety (90) days thereafter ("Warranty Period"), the Licensed Materials will provide the general features and functions described in the User Documentation portion of the Licensed Materials. Neptune's entire liability and Licensee's exclusive remedy during the Warranty Period ("Limited Warranty") will be, with the exception of any statutory warranty or remedy that cannot be excluded or limited under law, at Neptune's option, (i) to attempt to correct or work around errors, if any, or (ii) to refund the license fees, if any, paid by Licensee and terminate this Agreement or the license specific to such Licensed Materials. Such refund is subject to the return, during the Warranty Period, of the Neptune Materials, with a copy of Licensee's License Identification, to Licensee's local Neptune office. Notwithstanding any other provision in this Agreement, Licensee's warranties with respect to third party materials included in the Licensed Materials are limited to those provided by the third party in the applicable third-party license or terms of use, and Neptune's limited warranty does not hereby add to, remove from, modify, revoke or otherwise change any warranty so provided.
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 - ii. Disabling Access. LICENSEE ACKNOWLEDGES AND AGREES THAT INSTALLATION OF AND ACCESS TO LICENSED MATERIALS MAY BE DISABLED BY THE ACTIVATION, SECURITY, AND TECHNICAL PROTECTION MECHANISMS IF LICENSEE TRIES TO TRANSFER ALL OR A PART OF THE LICENSED MATERIALS TO ANOTHER COMPUTER, IF LICENSEE TAMPERS WITH THE TECHNICAL PROTECTION MECHANISMS IN THE LICENSED MATERIALS, IF LICENSEE USES THE LICENSED MATERIALS

PAST AN APPLICABLE SUBSCRIPTION PERIOD OR FIXED TERM, OR IF LICENSEE UNDERTAKES CERTAIN OTHER ACTIONS THAT AFFECT THE SECURITY MODE OR UNDER OTHER CIRCUMSTANCES AND THAT, IN ANY SUCH EVENT, LICENSEE'S ACCESS TO LICENSEE'S WORK PRODUCT AND OTHER DATA MAY BE AFFECTED.

11. Limitations of Liability

- a. Limitation on Type and Amount of Liability. IN NO EVENT WILL NEPTUNE OR ITS SUPPLIERS HAVE ANY LIABILITY (DIRECTLY OR INDIRECTLY) FOR ANY INCIDENTAL, SPECIAL, INDIRECT, CONSEQUENTIAL OR PUNITIVE DAMAGES; FOR LOSS OF PROFITS, USE, REVENUE, OR DATA; OR FOR BUSINESS INTERRUPTION (REGARDLESS OF THE LEGAL THEORY FOR SEEKING SUCH DAMAGES OR OTHER LIABILITY). IN ADDITION, THE LIABILITY OF NEPTUNE AND ITS SUPPLIERS ARISING OUT OF OR RELATING TO ANY NEPTUNE MATERIALS, SUBSCRIPTION OR SERVICES WILL NOT EXCEED THE AMOUNT PAID OR PAYABLE BY LICENSEE FOR SUCH NEPTUNE MATERIALS, SUBSCRIPTION, OR SERVICES, RESPECTIVELY.

- b. Application of and Basis for Limitations. THE LIMITATIONS OF LIABILITY IN THIS SECTION (LIMITATIONS OF LIABILITY) WILL APPLY TO THE MAXIMUM EXTENT PERMITTED BY APPLICABLE LAW TO ANY DAMAGES OR OTHER LIABILITY, HOWEVER CAUSED AND REGARDLESS OF THE THEORY OF LIABILITY, WHETHER DERIVED FROM CONTRACT, TORT (INCLUDING, WITHOUT LIMITATION, NEGLIGENCE) OR OTHERWISE, EVEN IF NEPTUNE HAS BEEN ADVISED OF THE POSSIBILITY OF SUCH LIABILITY AND REGARDLESS OF WHETHER THE LIMITED REMEDIES AVAILABLE HEREUNDER FAIL OF THEIR ESSENTIAL PURPOSE. ALSO, LICENSEE AGREES THAT THE LICENSE, SUBSCRIPTION AND SERVICES FEES AND OTHER FEES CHARGED BY NEPTUNE AND PAID BY LICENSEE ARE BASED ON AND REFLECTIVE OF THE ALLOCATION OF RISK CONTEMPLATED BY THIS SECTION 11 (LIMITATIONS OF LIABILITY) AND THAT THE LIABILITY LIMITATIONS IN THIS SECTION 11 (LIMITATIONS OF LIABILITY) ARE AN ESSENTIAL ELEMENT OF THE AGREEMENT BETWEEN THE PARTIES.

12. Term and Termination

- a. Term; Termination or Suspension. Each license under this Agreement, with respect to each specific set of Licensed Materials covered by this Agreement, will become effective as of the latest to occur of: (a) this Agreement becoming effective, (b) payment by Licensee of the applicable fees, excluding licenses (such as evaluation licenses) where no fees are required, (c) delivery of the specific Licensed Materials, and (d) in the case of Neptune Materials provided in connection with a

Subscription, upon commencement of the applicable Subscription period, and, unless sooner terminated as provided in this Agreement, shall continue for the Term. Each of Neptune or Licensee may terminate this Agreement, Licensee's license as to Licensed Materials, Licensee's Subscription, and/or the provision of Services relating to the Licensed Materials if the other party is in breach of this Agreement and fails to cure such breach within ten (10) days after written notice of the breach. In addition, Neptune may, as an alternative to termination, suspend Licensee's license as to the Licensed Materials, Licensee's Subscription, the provision of Services relating to the Licensed Materials, and/or other Neptune obligations or Licensee rights under this Agreement (or under other terms, if any, relating to materials associated with the Licensed Materials), if Licensee fails to make a payment to Neptune or otherwise fails to comply with the provisions of this Agreement or other terms relating to any such license, Subscription, Services, or other associated materials. Neptune may also terminate this Agreement if Licensee becomes subject to bankruptcy proceedings, becomes insolvent, or makes an arrangement with Licensee's creditors. This Agreement will terminate automatically without further notice or action by Neptune if Licensee goes into liquidation. Licensee acknowledges and agrees that Neptune may assign or sub-contract any of its rights or obligations under this Agreement.

- b. Effect of Termination of Agreement or License. Upon termination or expiration of this Agreement, the licenses granted hereunder will terminate. Upon termination or expiration of any license granted to Licensee, Licensee must cease all use of Neptune Materials to which such license applies, any Subscription (including, without limitation, associated and third-party subscriptions and services), and any Services and Uninstall all copies of the Neptune Materials. At Neptune's request, Licensee agrees to destroy or return to Neptune. Neptune reserves the right to require Licensee to show satisfactory proof that all copies of the Neptune Materials have been Uninstalled and, if so requested by Neptune, destroyed or returned to Neptune. If Licensee's Subscription is terminated or expires, but this Agreement and Licensee's license to the Licensed Materials remains in effect, any rights of Licensee based on the Subscription (including, without limitation, rights with respect to Previous Versions) will terminate, and (unless otherwise authorized by the Subscription Program Terms) Licensee must comply with the obligations of Section 2.b.i. (Effect of Upgrades) with respect to (including the obligations to cease use of, Uninstall and destroy or return) all copies of such Previous Versions.
- c. Survival. Sections 3, 7, 8, 9, 10, and 11 will survive and termination or expiration of this Agreement.

13. General Provisions

- a. Notices. Any notices to be provided hereunder will be deemed delivered: (a) five (5) calendar days after deposit in the United States Mail, postage prepaid, certified or registered mail, return receipt requested; (b) three (3) calendar days after deposit with a national overnight courier; (c) if given by telex, telegraph or facsimile, one (1) day after transmission, provided confirmation of such notice is also sent by

national overnight courier or delivered in person; or (d) upon delivery if delivered in person or by messenger, in each case, addressed to the following addresses (or such other address as any party may be notified of as described above):

If to Neptune: **Neptune Technology Group Inc.**
Attn.: Vice-President of Sales
1600 Alabama Highway 229
Tallasse, Alabama 36078

If to Licensee: **City of Pompano Beach**
Attn: Kyle McPhail, Utility Billing MGR
100 W Atlantic Blvd #119
Pompano Beach, FL 33060

- b. Governing Law and Jurisdiction. The laws of the State of Alabama (without giving effect to its conflict of laws principles) govern all matters arising out of or relating to this Agreement and the transactions it contemplates, including, without limitation, its interpretation, construction, performance, and enforcement. Any claims or actions regarding or arising out of this Agreement must be brought exclusively in a court of competent jurisdiction sitting in Elmore County, Alabama, and each party to this Agreement submits to the jurisdiction of such courts for the purposes of all legal actions and proceedings arising out of or relating to this Agreement. Each party waives, to the fullest extent permitted by law, any objection that it may now or later have to (i) the laying of venue of any legal action or proceeding arising out of or relating to this Agreement brought in any state or federal court sitting in Elmore County, Alabama; and (ii) any claim that any action or proceeding brought in any such court has been brought in an inconvenient forum.
- c. No Assignment; Insolvency. Licensee may not assign this Agreement or any rights hereunder (whether by purchase of stock or assets, merger, change of control, operation of law, or otherwise) without Neptune's prior written consent, which may be withheld in Neptune's sole and absolute discretion, and any purported assignment by Licensee will be void. In the context of any bankruptcy or similar proceeding, this Agreement is and will be treated as an executory contract of the type described by Section 365(c)(1) of Title 11 of the United States Code and may not be assigned without Neptune's prior written consent, which may be withheld in Neptune's sole and absolute discretion.
- d. Neptune Subsidiaries and Affiliates. Licensee acknowledges and agrees that Neptune may arrange to have its subsidiaries and affiliates engage in activities in connection with this Agreement, including, without limitation, delivering Neptune Materials and providing Subscriptions and Services, provided that Neptune (and not such subsidiaries and affiliates) will remain subject to the obligations of Neptune under this Agreement. Licensee also agrees that Neptune's subsidiaries and affiliates may enforce (including taking actions for breach of) this Agreement.

- e. Severability. If and to the extent any provision of this Agreement is held illegal, invalid, or unenforceable in whole or in part under applicable law, such provision or such portion thereof will be ineffective as to the jurisdiction in which it is illegal, invalid, or unenforceable to the extent of its illegality, invalidity, or unenforceability and will be deemed modified to the extent necessary to conform to applicable law so as to give the maximum effect to the intent of the parties. The illegality, invalidity, or unenforceability of such provision in that jurisdiction will not in any way affect the legality, validity, or enforceability of such provision or any other provision of this Agreement in any other jurisdiction.
- f. No Waiver. No term or provision of this Agreement will be considered waived, and no breach excused, unless such waiver is in writing signed on behalf of the party against which the waiver is asserted. No waiver (whether express or implied) will constitute consent to, waiver of, or excuse of any other, different, or subsequent breach.
- g. Audits. Licensee agrees that Neptune has the right to require an audit (electronic or otherwise) of the Neptune Materials and the Installation thereof and Access thereto. As part of any such audit, Neptune or its authorized representative will have the right, on fifteen (15) days' prior notice to Licensee, to inspect Licensee's records, systems and facilities, including machine IDs, serial numbers and related information, to verify that the use of any and all Neptune Materials is in conformance with this Agreement. Licensee will provide full cooperation to enable any such audit. If Neptune determines that Licensee's use is not in conformity with the Agreement, Licensee will obtain immediately and pay for a valid license to bring Licensee's use into compliance with this Agreement and other applicable terms and pay the reasonable costs of the audit. In addition to such payment rights, Neptune reserves the right to seek any other remedies available at law or in equity, whether under this Agreement or otherwise.
- h. Construction. Ambiguities in this Agreement will not be construed against the drafter.
- i. Force Majeure. Neptune will not be liable for any loss, damage or penalty resulting from delays or failures in performance resulting from acts of God, supplier delay or other causes beyond Neptune's reasonable control.
- j. Export Control. Licensee acknowledges that the Neptune Materials are subject to the export control laws and regulations of the United States ("U.S.") and will abide by those laws and regulations. Under U.S. export control laws and regulations, the Neptune Materials may not be downloaded or otherwise exported, re-exported, or transferred to restricted countries, to restricted end users or for restricted end uses. Licensee represents, warrants and covenants that neither Licensee nor Licensee's Personnel (a) are located in, or a resident or a national of, a restricted country; and (b) are on any of the U.S. government lists of restricted end users. Licensee understands that the requirements and restrictions of U.S. law as applicable to Licensee may vary depending on the Neptune Materials downloaded and may

change over time, and that, to determine the precise controls applicable to the Neptune Materials, it is necessary to refer to the U.S. Export Administration Regulations and the U.S. Department of Treasury, Office of Foreign Assets Control Regulations.

- k. Entire Agreement. This Agreement and any other terms referenced in this Agreement (such as the Subscription Terms and the Services terms) constitute the entire agreement between the parties (and merges and supersedes any prior or contemporaneous agreements, discussions, communications, agreements, representations, warranties, advertising or understandings) with respect to the subject matter hereof, except that particular Neptune Materials may be subject to additional or different terms associated with such Neptune Materials. The parties acknowledge that, in entering into this Agreement, they are not relying on any agreements, discussions, communications, agreements, representations, warranties, advertising or understandings other than as expressly set forth in this Agreement. Licensee acknowledges and agrees that Neptune may add to or change the Subscription Terms and the Services terms from time to time, provided that Neptune will provide written notice of the additions or changes (and may allow Licensee not to renew, may permit Licensee to terminate, and may offer other options with respect to Subscriptions or Services) before the additions or changes are effective as to Licensee. In the event of a conflict between this Agreement and any other terms of Neptune (including, without limitation, the Subscription Terms, the Services Terms, or such additional or different terms), the other terms will apply. Terms stipulated by Licensee in any communication by Licensee which purport to vary this Agreement or such other terms will be void and of no effect unless agreed in a writing signed by an authorized representative of Neptune. Any other modifications to this Agreement will also be invalid unless agreed to in a writing signed by an authorized representative of Neptune.

The signatory for each party set forth below represents that he/she is legally authorized to enter into this Agreement as a binding contractual commitment of the party for whom he/she signs.

Neptune Technology Group Inc.:

Licensee:

Lawrence M. Russo

Name: LAWRENCE M. RUSSO

Name: _____

Title: VP FINANCE

Title: _____

Date: JULY 17, 2015

Date: _____

Appendix A

N_SIGHT IQ Beta Proposal for the City of Pompano Beach, FL

Part Number	Description	List Price	Beta Price	Comments
13232-300	IQ Base License (20,000 – 30,000 Customers)	\$42,000	\$0.00	
13233-300	IQ Consumer Web Portal (20,000 – 30,000 Customers)	\$14,400	\$0.00	
13232-003	IQ Base Annual Hosting & Maintenance (3-year Data Retention)	\$8,500	\$8,500	ANNUAL FEE to begin 6 months after Go-Live date
13233-003	IQ Web Portal Annual Hoisting & Maintenance (3-year Data Retention)	\$2,300	\$2,300	ANNUAL FEE to begin 6 months after Go-Live date
13235-001	CIS Integration and ETL Setup	\$2,500	\$0.00	
13235-002	Implementation and Setup (Base)	\$1,500	\$0.00	
13235-003	Implementation and Setup (Portal)	\$1,500	\$0.00	
13235-004	Training (Remote)	\$1,000	\$0.00	
TOTAL		\$73,700	\$10,800	Annual Fee

"CITY":

Witnesses:

CITY OF POMPANO BEACH

By: _____
LAMAR FISHER, MAYOR

By: _____
DENNIS W. BEACH, CITY MANAGER

Attest:

ASCELETA HAMMOND, CITY CLERK

(SEAL)

Approved As To Form:

GORDON B. LINN, CITY ATTORNEY

STATE OF FLORIDA
COUNTY OF BROWARD

The foregoing instrument was acknowledged before me this _____ day of _____, 2015 by **LAMAR FISHER**, as Mayor, **DENNIS W. BEACH** as City Manager and **ASCELETA HAMMOND**, as City Clerk of the City of Pompano Beach, Florida, a municipal corporation, on behalf of the municipal corporation, who are personally known to me.

NOTARY'S SEAL:

NOTARY PUBLIC, STATE OF FLORIDA

(Name of Acknowledger Typed, Printed or Stamped)

Commission Number