Meeting Date: July 28, 2015 Agenda Item: 13

REQUESTED COMMISSION ACTION:

___ Consent X Ordinance ___ Resolution ___ Consideration ___ Workshop

SHORT TITLE OR MOTION: An ordinance approving a three year agreement with Projetech, Inc. to provide cloud hosting service for the Utilities Department asset management software system.
(Fiscal impact: $35,491.00 first year)

Summary of Purpose and Why:

AN ORDINANCE OF THE CITY COMMISSION OF THE CITY OF POMPANO BEACH, FLORIDA, APPROVING AND AUTHORIZING THE PROPER CITY OFFICIALS TO EXECUTE A SERVICE CONTRACT FOR ASSET MANAGEMENT HOSTING SOFTWARE SERVICES BETWEEN THE CITY OF POMPANO BEACH AND PROJETECH, INC.; PROVIDING FOR SEVERABILITY; PROVIDING AN EFFECTIVE DATE.

The cost for the first year is $35,491.00. Subsequent years will be approximately $25,921.00 annually. In order to obtain an 8% savings a three (3) year commitment is being required. This is a Strategic Plan objective (1.4.3 under the Quality and Affordable Services Strategy).

(1) Origin of request for this action: Maria Loucraft, Utilities Compliance & Efficiency Manager
(2) Primary staff contact: A. Randolph Brown, Utilities Director Ext. 954 545-7044

(3) Expiration of contract, if applicable: July, 2018
(4) Fiscal impact and source of funding: $35,491.00 first year from account 412-3305-533.31-60

DEPARTMENTAL COORDINATION	DATE	DEPARTMENTAL RECOMMENDATION	DEPARTMENTAL HEAD SIGNATURE OR ATTACHED MEMO NUMBER
Utilities Dept.	7/01/2015		See Memo # 070115
Finance Dept.	7/6/2015	Approve	A. Temple
City Attorney	7/02/2015		See City Attorney's Comm. #2015-1165
IT Director	7/6/2015		

___ Planning Director
___ City Attorney
___ City Manager

ACTION TAKEN BY COMMISSION:

Ordinance	Resolution	Consideration	Workshop
1st Reading 7/28/15	1st Reading	Results:	Results:
2nd Reading 7/14/15			
Adopted - Ord. 2015-68			

pompano beach
Florida's Warmest Welcome

Phone: (954) 545-7043

City of Pompano Beach
UTILITIES ADMINISTRATION

Fax: (954) 545-7046

MEMORANDUM NO. 070115

DATE: Wednesday, July 1, 2015

TO: Mayor and City of Pompano Beach Commissioners

THROUGH: Dennis Beach, City Manager

FROM: A. Randolph Brown, Utilities Director

SUBJECT: Cloud Hosting Agreement for Maximo Software from Projetech

Authorization is requested to procure the cloud hosting services from Projetech.

On March 10th, 2015, the City Commission passed an ordinance (Ordinance No. 2015-31) to enter into contract with Electronic Data Inc. (EDI) to implement a Maximo Asset Management system in the Utilities Department. To use the Maximo software, the City must pay for an annual host fee (usage fee) for the cloud environment. The cost for the first year is $35,491.00 and this total first year cost includes a one-time set up fee of $9,570.00. Subsequent years will be approximately $25,921.00 annually. In order to obtain an 8% savings a three (3) year commitment is being required.

The City Strategic Plan includes the implementation of an Asset Management System for the Utilities Department Facilities and equipment as objective 1.4.3 under the Quality and Affordable Services Strategy. An Asset Management system is an electronic database that tracks all equipment and parts, maintenance activities and costs, in order to prolong the life of assets, reduce costs and increase the reliability of equipment.

STRATEGIC PLAN

City Attorney's Communication #2015-1165
July 2, 2015

TO: A. Randolph Brown, Utilities Director

FROM: Mark E. Berman, Assistant City Attorney

RE: Ordinance – Service Contract for Asset Management Software

As requested, the above-referenced Contract has been prepared and is attached at this time along with the appropriate Ordinance captioned as follows:

> **AN ORDINANCE OF THE CITY COMMISSION OF THE CITY OF POMPANO BEACH, FLORIDA, APPROVING AND AUTHORIZING THE PROPER CITY OFFICIALS TO EXECUTE A SERVICE CONTRACT FOR ASSET MANAGEMENT HOSTING SOFTWARE SERVICES BETWEEN THE CITY OF POMPANO BEACH AND PROJETECH, INC.; PROVIDING FOR SEVERABILITY; PROVIDING AN EFFECTIVE DATE.**

Please carefully review the agreement to ensure that it meets your requirements.

MARK E. BERMAN

MEB/jrm
L:cor/util/2015-1165

Attachments

ORDINANCE NO. 2015-_____

CITY OF POMPANO BEACH
Broward County, Florida

AN ORDINANCE OF THE CITY COMMISSION OF THE CITY OF POMPANO BEACH, FLORIDA, APPROVING AND AUTHORIZING THE PROPER CITY OFFICIALS TO EXECUTE A SERVICE CONTRACT FOR ASSET MANAGEMENT HOSTING SOFTWARE SERVICES BETWEEN THE CITY OF POMPANO BEACH AND PROJETECH, INC.; PROVIDING FOR SEVERABILITY; PROVIDING AN EFFECTIVE DATE.

WHEREAS, pursuant to law, ten (10) days' notice has been given by publication in a paper of general circulation in the City, notifying the public of this proposed ordinance and of a public hearing in the City Commission Chambers of the City of Pompano Beach; and

WHEREAS, a public hearing before the City Commission was held pursuant to the published notice described above, at which hearing the parties in interest and all other citizens so desiring had an opportunity to be and were, in fact, heard; now, therefore,

BE IT ENACTED BY THE CITY OF POMPANO BEACH, FLORIDA:

SECTION 1. That a Service Contract between the City of Pompano Beach and Projetech, Inc. for Asset Management Hosting Software Services, a copy of which Contract is attached hereto and incorporated herein by reference as if set forth in full, is hereby approved.

SECTION 2. That the proper City officials are hereby authorized to execute said Contract.

SECTION 3. If any provision of this Ordinance or the application thereof to any person or circumstance is held invalid, such invalidity shall not affect other provisions or applications of

this Ordinance that can be given effect without the invalid provision or application, and to this end the provisions of this Ordinance are declared to be severable.

SECTION 4. This Ordinance shall become effective upon passage.

PASSED FIRST READING this _____ day of _____, 2015.

PASSED SECOND READING this _____ day of _____, 2015.

_____
LAMAR FISHER, MAYOR

ATTEST:

_____
ASCELETA HAMMOND, CITY CLERK

/jrm
7/2/15
L:ord/2015-407

SERVICE CONTRACT FOR ASSET MANAGEMENT HOSTING SOFTWARE SERVICES

THIS AGREEMENT, is made and entered into this _____ day of _____, 2015, by and between:

CITY OF POMPANO BEACH, a municipal corporation of the State of Florida, hereinafter referred to as "Client,"

and

PROJETECH, INC., an Ohio corporation, whose principal address is 3815 Harrison Avenue, Cincinnati, Ohio 45211, hereinafter referred to as "Projetech."

WITNESSETH:

WHEREAS, CLIENT requires a service provider of IBM Maximo Asset Management Software under the terms and conditions hereinafter described or referenced; and

WHEREAS, Projetech is able and prepared to provide such services as Client does hereinafter require, under those terms and conditions set forth.

NOW, THEREFORE, in consideration of these mutual promises and the terms and conditions set forth hereafter, the parties agree as follows:

1. **CONTRACT DOCUMENTS.** The Contract documents consist of this Agreement; Exhibit "A" – Scope of Work and Fee Schedule; Exhibit "B" – Schedule A, Service Level Agreement; and all such documents are incorporated into this Agreement and all are as fully a part of same as set forth herein and shall be referred to collectively as the "Agreement." Notwithstanding the foregoing, no terms of any purchase order shall replace, modify, amend or override the Agreement, unless otherwise agreed by all parties in writing.

2. **SERVICES**

2.1 *SOW.* All services to be performed by Projetech under the Agreement ("Services") shall be mutually agreed to by Client and Projetech and shall be documented in the written SOW attached as Exhibit "A" to this Agreement.

2.2 *Available Services.* The Services available from Projetech are listed below. The particular Services to be provided to Client by Projetech are set forth in the SOW.

2.2.1 Maximo® as a Service ("MaaS"): Projetech provides enterprise asset management services, with access to the Maximo software, Maximo-related software, and other third party software on a Software-as-a-Service basis over the Internet via a Web browser.

2.2.2 Bring Your Own License ("BYOL") Services: Projetech hosts Client's licensed Maximo software, other software, and Client's database in Projetech's secure data center and provides the technical expertise to support the software.

2.2.3 Training and Coaching Services: Projetech provides a full range of classes covering all versions of Maximo software, Maximo-related software, and other third-party software.

2.2.4 Professional Services: Projetech provides various professional services, including project planning, implementation, application tailoring, and other consulting services.

2.2.5 Maximo® On Demand Support Services: Projetech provides an online ticketing process for support services.

2.2.6 Software: Projetech is an authorized reseller and advanced business partner for IBM's Maximo® software and other IBM or other third-party software. Client's use of the software provided by Projetech to Client under the Agreement is governed by the applicable third party's license agreement, under which Client receives the license to use the software directly from the third party.

2.3 *Specifications; Change Management Process.* To the extent required by any of the Services, Projetech and Client will agree upon any necessary specifications, implementation plans, project schedules, and project parameters. Such specifications, plans, schedules, and parameters, shall be set forth in the applicable SOW. The parties acknowledge that changes in specifications, implementation plans, project schedules, and project parameters, may be desirable in light of actual experience gained in the course of providing the Services or as Client redefines its needs. Accordingly, either party may propose changes to any such specifications, plans, schedules, or parameters, by submitting a change request. Client shall submit any change request it has to the Projetech Account Executive assigned to Client. Each party shall consider such proposed changes in good faith. If a proposed change is accepted, it shall be reduced to a written amendment to the applicable SOW and signed by authorized representatives of the parties. If such change results in a change to any fees, the amendment shall state the revised fees.

2.4 *Availability.* Projetech will take all commercially reasonable steps to keep the MaaS and BYOL services operating smoothly and efficiently and available in accordance with the Service Level Agreement attached as Schedule A. However, since the MaaS and BYOL services operate using computer equipment, computer software programs, and the Internet, Projetech shall not be responsible for delays or service interruptions attributable to causes beyond its reasonable control, including, without limitation, limitations on the availability of telephone transmission lines and facilities, failures of other communications equipment,

Internet access delays or failures, failures or deficiencies of a Client's equipment, or a Client's failure to meet its responsibilities as described in Paragraph 3.2 below. Projetech will maintain adequate back-up arrangements and equipment in order to maintain a Client's data stored on or through the Web site in the event of the failure of any of Projetech's equipment. Service interruptions for maintenance and system upgrades will be scheduled, to the extent reasonably practicable, to minimize interference with a Client's daytime business activities. For unscheduled service interruptions attributable to causes within Projetech's reasonable control, as Projetech's sole obligation and as Client's exclusive remedy, Projetech shall make reasonable efforts to restore the MaaS and BYOL services.

3. CLIENT RESPONSIBILITIES

3.1 *Named Users*. Client shall (a) identify its Named Users (as defined in the SOW); (b) limit Named Users to those who need to use the Services in connection with Client's internal business activities; (c) require each Named User to safeguard his or her user name and password for accessing the Services, specifically prohibiting each Named User from disclosing his or her user name and password to any other person, including another Named User; (d) require each Named User to comply with the provisions of the applicable license agreement; (e) promptly notify Projetech if Client determines that another person has gained access to an Named User's user name and password, or that anyone has wrongfully accessed the Services; and (f) be responsible for misuse of the Services by Named Users and by unauthorized users who gain access due to Client's or any Named User's failure to maintain security.

3.2 *Operations*. Client is responsible for (a) acquiring, installing, and maintaining computer equipment and computer software programs at its premises compatible with and as necessary to use the Services, except to the extent that Projetech has agreed, pursuant to this Agreement, to procure, install, or maintain any such components; (b) obtaining access to the Internet; (c) downloading and installing any necessary plug-ins; (d) determining the accuracy of all data it uploads to and downloads; and (e) adopting reasonable policies, procedures, and quality assurance measures to limit Client's exposure with respect to potential losses and damages arising from use, nonuse, errors and omissions of the Services or the results thereof, and system downtime, including, without limitation, examining and confirming data prior to use, identifying and correcting errors and omissions, preparing and storing backup data, replacing lost or damaged data or media, reconstructing data, and providing network security.

3.3 *Client Project Sponsor and Contacts*. Client shall designate in the SOW one Client Project Sponsor who will be Client's decision maker with respect to the Services. In addition, Client shall designate in the SOW or in the Service Level Agreement incorporated into the SOW at least one, but no more than three, Client Contacts who are authorized to communicate with Projetech in connection with the use of the Services. For MaaS, the Client Contacts shall be qualified to use the computer equipment and computer software programs installed at Client's premises, and familiar with accessing and using a Web browser on the Internet. In addition, Client shall ensure that each Client Contact is trained on the use of such Services.

3.4 *Cooperation.* Client shall provide Projetech with such time and attention of Client personnel and such access to Client's facilities and shall take such site preparation steps as may be necessary or appropriate to enable Projetech to provide the Services to Client. Client shall make available qualified Client personnel to facilitate Projetech's performance of its obligations under the Agreement.

3.5 *Delays.* The timely completion by Projetech of its obligations under the Agreement is dependent on the timely fulfillment by Client of its responsibilities. If Projetech is prevented from performing any work or is required to perform additional work as a result of (a) the unavailability of Client personnel, (b) the unavailability of, or the incomplete or improper installation, configuration, or operation of Client's facilities or equipment, (c) Client failing to timely provide Projetech with any necessary assistance, instructions, or information, or (d) Client otherwise failing to meet its responsibilities as set forth in this Section 3, Client shall pay Projetech on a time and expenses basis at Projetech's then-current standard rates for any work time lost or additional work performed. The date on which Projetech's obligations are required to be fulfilled will be extended for a period of time equal to the time lost by reason of the delay or additional work.

4. FEES AND PAYMENT

4.1 *Fees.* Client shall pay Projetech the fees specified in each SOW, as well as any other fees that become due under this Agreement.

4.2 *Expenses.* Client shall reimburse Projetech for reasonable expenses for travel, lodging, mileage, meals, and other out-of-pocket expenses incurred by Projetech solely in connection with the performance of the Services. An estimate will be provided as part of the SOW and expenses will not exceed estimate without prior written approval. Mileage reimbursement is computed based on the current rate set by the IRS.

4.3 *Taxes.* Client shall pay when due or, if necessary, reimburse Projetech for, all sales, use, property, excise, and other similar taxes, including penalties and interest arising from Client's failure to pay such taxes timely, resulting from any activities under the Agreement, exclusive of taxes based on Projetech's net income or corporate franchise. If Client has tax-exempt status, it shall supply Projetech with its tax-exempt certificate and/or number as necessary. Taxes are due as assessed.

4.4 *Invoices and Payment.* Projetech shall submit invoices to Client for the amounts due under the Agreement. Client shall pay each invoice within 30 days of receipt. Client shall pay a monthly service charge of 1½% on all such amounts not paid within 30 days of the invoice date. If Client fails to pay any of such amounts for 60 days, Projetech shall have the right to suspend the Services as provided in Paragraph 9.6 below. Client shall reimburse Projetech for all reasonable costs of collection of past due amounts, including, but not limited to, attorney fees and collection agency charges.

5. WARRANTIES

5.1 *Performance.* Projetech warrants that all Services will be of professional quality conforming to generally accepted industry standards, and will be performed in a good and timely manner and in compliance with the requirements of the Agreement. As Projetech's sole responsibility and Client's exclusive remedy, in the event of any material failure to meet such standards, Projetech shall make all reasonable efforts to correct any such failure.

5.2 *No Violation.* Projetech warrants that its performance of Services under the Agreement does not and shall not violate any applicable federal, state or local law, ordinance, rule, or regulation, nor any contracts with third parties, or any third-party rights in any patent, trademark, copyright, trade secret, or similar right. Client warrants that its use of the software not provided by Projetech and Projetech's hosting of such software under this Agreement is authorized by the applicable owner or licensor of the software and does not and shall not violate any applicable law, rule, or regulation, any contracts with third parties, or any third-party rights in any patent, trademark, copyright, trade secret, or similar right.

5.3 *Disclaimer.* EXCEPT AS EXPRESSLY STATED IN THE AGREEMENT, PROJETECH MAKES NO WARRANTY, EXPRESS OR IMPLIED, REGARDING ANY MATTER WHATSOEVER. PROJETECH SPECIFICALLY DISCLAIMS ALL IMPLIED WARRANTIES OF TITLE, NONINFRINGEMENT, ACCURACY OF DATA, MERCHANTABILITY, AND FITNESS FOR A PARTICULAR PURPOSE, AND ANY IMPLIED WARRANTY ARISING FROM A COURSE OF DEALING OR PERFORMANCE OR USAGE OF TRADE.

6. LIABILITIES AND INDEMNITIES

6.1 *Insurance.* Projetech shall provide the following minimum insurance coverage:

6.1.1 Commercial General Liability: $1,000,000 per occurrence and $2,000,000 aggregate.

6.1.2 Automobile Liability: $2,000,000 combined single limit each accident.

6.1.3 Worker's Compensation and Employer's Liability: $1,000,000 bodily injury each accident; $1,000,000 bodily injury by disease each employee; $1,000,000 bodily injury by disease policy limit.

6.1.4 Excess Umbrella Liability: $2,000,000 per occurrence and $2,000,000 aggregate.

6.1.5 Professional Liability: $2,000,000 per occurrence and $2,000,000 aggregate.

6.2 *Limitation of Liability.* Except as provided in Paragraph 6.4 below, in the event Projetech is or becomes liable to Client for any matter arising under or relating to the

Agreement, including Projetech's performance or nonperformance of its obligations, whether arising by negligence, intended conduct, or otherwise, the amount of damages recoverable by Client for all events, acts, or omissions will not exceed, in the aggregate, an amount equal to all payments made and owing under the Agreement during the 12 months immediately preceding the claim, or, with respect to a particular SOW, an amount equal to all payments made or owing under the applicable SOW during the 12 months immediately preceding the claim.

6.3 *Exclusion of Liability.* IN NO EVENT SHALL EITHER PARTY OR ITS LICENSORS, SUPPLIERS, OR SUBCONTRACTORS BE LIABLE FOR ANY INCIDENTAL, CONSEQUENTIAL, INDIRECT, OR SPECIAL DAMAGES, INCLUDING, WITHOUT LIMITATION, DAMAGES FOR LOST PROFITS, LOST REVENUE, OR LOST SAVINGS, EVEN IF THE PARTY HAS BEEN ADVISED OF THE POSSIBILITY OF SUCH DAMAGES.

6.4 *Indemnification.* The foregoing limitations and exclusions in this Section 6 are between the parties and do not apply to infringement of intellectual property rights, issues of third-party liability, breaches of the provisions of Sections 7 and 9 below, gross negligence, willful misconduct, or either party's liability for loss, damage, or injury suffered by persons, real property, or tangible personal property. For such items, each party shall indemnify and hold the other party harmless from any and all losses and liability for damages, including reasonable attorney's fees, sustained by the other party arising out of the acts or omissions of the party, and/or its employees, agents, or subcontractors, to the extent permitted by law.

6.5 *Survival.* The obligations under this Section 6 shall survive termination of this Agreement to the extent permitted by law.

7. INTELLECTUAL PROPERTY RIGHTS

7.1 *Proprietary Rights.* Client acknowledges that the materials provided by Projetech in connection with providing the Services, including, but not limited to, software, training classes and documentation, computer based training programs, project documentation, and other documents and materials, (collectively, "Materials") constitute commercially copyrighted works protected by federal and international copyright laws and are owned by Projetech or third-party licensors. The Materials and all copies, versions, and derivative works of the Materials shall remain the sole property of Projetech and/or the third-party licensors. Client shall not make and shall not permit anyone else to make any copies of the Materials. Client shall not record and shall not permit anyone else to record, by any means, any Projetech training classes or other presentations. Client shall not allow any third party to access or use the Materials. Client further acknowledges that the Materials are commercially valuable proprietary products belonging to Projetech and/or the third-party licensors, the design and development of which have involved the expenditure of substantial amounts of money over a long period of time, and which afford Projetech and/or the third-party licensors a commercial advantage over its competitors. Client understands that loss of this competitive advantage due to any unauthorized copying, downloading, use, or disclosure of the Materials would cause substantial damage to Projetech and/or the third-party licensors. Client shall not decompile or otherwise reverse engineer or decode any software provided as part of the Services. Client shall not take or refrain

from taking, directly, or indirectly, any action that may in any way lead to the unauthorized dissemination, reproduction, or use of the Materials.

7.2 *Confidential Information.* For purposes of this Agreement, "Confidential Information" means any competitively sensitive or secret business, marketing, or technical information and other confidential information belonging to either party or its suppliers, including, but not limited to, the party's and its suppliers' software. Notwithstanding the foregoing, Confidential Information does not include information (a) rightfully known by the recipient at the time of its initial disclosure; (b) rightfully disclosed to the recipient without obligation of confidentiality by a third party; (c) in the public domain or that enters the public domain other than by the unauthorized acts of any person; (d) independently developed by the recipient; or the contents of this Agreement.

7.3 *Protection.* Each party shall preserve in the strictest confidence all Confidential Information of the other party and shall at all times protect the other party's Confidential Information through the highest commercially reasonable standard of care. Neither party shall in any way use or disclose the other party's Confidential Information, except upon the other party's authorization and except for internal purposes in accordance with this Agreement. Any disclosure of the other party's Confidential Information by a party to its agents, employees, or subcontractors shall be made only in the normal course of business, on a need-to-know basis within the scope and purpose of this Agreement, and under written agreements requiring such agents, employees, and subcontractors to treat all Confidential Information as strictly confidential as required by this Agreement. Upon termination of the Agreement or upon written notice from a party, the other party shall immediately cease all use of the Confidential Information and return all copies of the Confidential Information to the party.

7.4 *Permitted Disclosure.* Either party may disclose the other party's Confidential Information when it is required by law to do so, provided it takes all reasonable steps to limit the disclosure of the Confidential Information that has been clearly identified as such by the disclosing party, to the extent allowed by law, and further provided the other party is given a reasonable opportunity to contest the disclosure and/or obtain a protective order from a Florida court of competent jurisdiction.

7.5 *Injunctive Relief.* Each party acknowledges that a breach of its obligations under this Section 7 may cause irreparable harm to the other party and/or its licensors for which monetary damages would be inadequate. Each party and/or its licensors may be entitled to injunctive relief for any such breaches, threatened or actual, in addition to any other remedies that may be available at law or equity.

7.6 *Survival.* The obligations under this Section 7 shall survive termination of the Agreement, except with respect to non-trade secret confidential information to the extent applicable law mandates survivability for a limited duration, in which case the obligations shall survive for three years following termination of the Agreement.

8. PUBLIC RECORDS

8.1 The City of Pompano Beach is a public agency subject to Chapter 119, Florida Statutes. The Contractor shall comply with Florida's Public Records Law. Specifically, the Contractor shall:

8.1.1 Keep and maintain public records that ordinarily and necessarily would be required by the city in order to perform the service;

8.1.2 Provide the public with access to such public records on the same terms and conditions that the City would provide the records and at a cost that does not exceed that provided in Chapter 119, Fla. Stat., or as otherwise provided by law;

8.1.3 Ensure that public records that are exempt or that are confidential and exempt from public record requirements are not disclosed except as authorized by law; and

8.1.4 Meet all requirements for retaining public records and transfer to the City, at no cost, all public records in possession of the Contractor upon termination of the contract and destroy any duplicate public records that are exempt or confidential and exempt. All records stored electronically must be provided to the city in a format that is compatible with the information technology systems of the City.

9. TERM AND TERMINATION

9.1 *Term.* The term of the Agreement shall commence on the Effective Date as specified in each SOW, and shall continue until terminated in accordance with the provisions of the Agreement.

9.2 *Discretionary Agreement Termination.* Either party may terminate the Agreement upon 60 days' prior written notice to the other party, except that it shall continue in effect at least through the completion of all open SOWs.

9.3 *Discretionary SOW Termination.* Client may terminate any Training and Coaching or Professional Services under an SOW at any time upon 60 days' prior written notice to Projetech. If Projetech is not reasonably able to reassign all of the resources scheduled for such Services, Client must pay Projetech that portion of the applicable fee attributable to the non-reassignable resources (personnel and materials), plus any non-refundable expenses incurred by Projetech for such Services. The costs for IBM training manuals purchased on behalf of the Client for training and/or coaching are not refundable. IBM does not permit Projetech to return manuals.

9.4 *Termination for Adverse Status.* Either party may terminate this Agreement upon 30 days' prior written notice to the other party, if the other party ceases to carry on operations as contemplated by this Agreement, makes an assignment for the benefit of creditors, is adjudged bankrupt or insolvent, has a receiver appointed over its assets, or becomes subject to any similar action in consequence of debt.

9.5 *Termination for Default.* Failure by either party to comply with any material term or condition of this Agreement shall constitute default. The non-defaulting party shall be entitled to give written notice to the defaulting party requiring it to cure the default. The notice shall include a detailed description of the act or omission that constitutes default. If the defaulting party has not cured the default within 30 days after receipt of the notice, the non-defaulting party may terminate the Agreement, including all open SOWs, by giving written notice to take effect upon receipt. If the default, by its nature, cannot be effectively cured, the non-defaulting party may terminate this Agreement, including all open SOWs, immediately upon written notice to the defaulting party. The right to terminate the Agreement is in addition to any other rights and remedies provided under the Agreement or otherwise under law.

9.6 *Additional Right.* In addition to the rights set forth in Paragraph 9.4 above, if Client fails to pay any fees or charges due under the Agreement or fails to carry out any other obligation under the Agreement, Projetech may, at its option, suspend any Services upon ten days' prior written notice to Client, until Client cures the default.

9.7 *Effect of Termination.* No termination of the Agreement shall release Client from any obligation to pay Projetech any amount that has accrued or becomes payable at or prior to the date of termination. No suspension of the Services under Paragraph 9.6 above shall release Client from any obligation to pay Projetech any fees due under the Agreement. Client shall not be entitled to any refund of any fees paid to Projetech as a result of a termination based on Client's default. Within ten days after the effective date of any termination, Client shall return to Projetech or destroy all materials or media containing any Projetech Confidential Information, including any information, records, and materials developed on the basis of any Projetech Confidential Information; and, except for Client data covered in Paragraph 9.8 below, Projetech shall return to Client or destroy all materials or media containing any Client Confidential Information, including any information, records, and materials developed on the basis of any Client Confidential Information.

9.8 *Client's Data.* Upon termination of the Agreement and upon payment of all amounts due from Client under the Agreement, including the amount described in the following sentence, Projetech will return to Client all of Client's data archived on Projetech's servers. Client shall pay Projetech's then-current standard rates for Projetech's work to format, prepare, and deliver Client's data to Client.

10. INDEPENDENT CONTRACTOR

Projetech and Client are independent contractors. Neither party shall have authority to assume, create, or enlarge any obligation or commitment on behalf of the other party without the prior written consent of the other party. In addition, neither party shall use the other party's name in any way that implies that the party is an agent, partner, or employee of the other party or has the authority to bind the other party to any agreement.

11. MISCELLANEOUS

11.1 *Nonsolicitation.* Except with the other party's prior written consent, each party shall refrain from soliciting for employment or employing, directly or indirectly, any employee or contractor of the other until 12 months have elapsed following termination of the Agreement, or until 12 months have elapsed following termination of the employment of the applicable employee or contractor, whichever occurs first.

11.2 *Assignment.* Neither party may assign or otherwise transfer the Agreement or any rights or obligations under the Agreement to any third party without the prior written consent of the other party, except that each party may transfer the Agreement to a successor to all or substantially all of its assets and business. Consent shall not be unreasonably withheld. Subject to the restriction on transfer set forth in this Paragraph 11.2, the Agreement shall be binding upon and shall inure to the benefit of the parties' successors and assigns.

11.3 *Excused Performance.* Neither party shall be liable for any delay in or failure of performance (excluding failure to make payments required by this Agreement) resulting from any cause or condition beyond its reasonable control, whether foreseeable or not.

11.4 *Waiver.* The failure of either party to act upon any right, remedy, or breach of the Agreement shall not constitute a waiver of that or any other right, remedy, or breach. No waiver shall be effective unless made in writing and signed by an authorized representative of the waiving party.

11.5 *Notices.* Unless provided otherwise in the Agreement, any notice required or permitted under the Agreement shall be personally delivered, or sent by electronic mail, telefax, courier, express or overnight delivery service, or by certified mail, postage prepaid, return receipt requested, to the persons and addresses set forth at the beginning of the SOW or to such other address as shall be advised by any party to the other in writing. Notices shall be effective as of the date of receipt.

11.6 *Third-Party Beneficiaries.* Projetech's licensors, suppliers, and subcontractors shall be third-party beneficiaries under this Agreement.

11.7 *Dispute Resolution.* Any claim or controversy arising out of or relating to the Agreement, including any anticipatory breach or disagreement as to interpretation of the Agreement, that is not resolved by the parties themselves or through mediation shall first attempt resolution through nonbinding arbitration in Broward County, Florida, administered in accordance with the American Arbitration Association's Commercial Arbitration Rules, including its Optional Rules for Emergency Measures of Protection, prior to engaging in any litigation regarding such dispute. The arbitrator(s) shall decide all discovery issues. Judgment on the award rendered by the arbitrator(s) may be entered in any court having jurisdiction. Neither party nor the arbitrator(s) may disclose the existence, content, or results of any arbitration hereunder without the prior written consent of both parties. All fees and expenses of the arbitration shall be borne by the parties equally. However, each party shall bear the expense of its own counsel, experts, witnesses, and preparation and presentation of proofs, except that the

prevailing party shall be entitled to an award of reasonable attorney's fees. Should arbitration as provided above not result in settlement, Broward County, Florida shall be the venue for any litigation.

11.8 *Governing Law*. The Agreement and any claim arising out of the Agreement shall be governed by and construed in accordance with the laws of the State of Florida, excluding its conflict of laws principles.

11.9 *Provisions Severable*. The provisions of these Terms and Conditions are severable. If any provision is held to be invalid, unenforceable, or void, the remaining provisions shall not as a result be invalidated.

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

"CLIENT":

Witnesses:

CITY OF POMPANO BEACH

_____

By:_____
LAMAR FISHER, MAYOR

_____

By:_____
DENNIS W. BEACH, CITY MANAGER

Attest:

_____
ASCELETA HAMMOND, CITY CLERK (SEAL)

Approved by:

_____
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 HAM**MOND as City Clerk of the City of Pompano Beach, Florida, a municipal corporation, on behalf of the municipal corporation, who is personally known to me.

NOTARY'S SEAL:

_____
NOTARY PUBLIC, STATE OF FLORIDA

_____
(Name of Acknowledger Typed, Printed or Stamped)

_____
Commission Number

"PROJETECH":

Witnesses:

Matthew Hood

Print Name: Matthew Hood

Elizabeth Ambrosius

Print Name: Elizabeth Ambrosius

PROJETECH, INC., an Ohio corporation

By: Julie Rampello

Julie Rampello
Typed or Printed Name

Title: VP Business Development

(SEAL)

STATE OF OHIO
COUNTY OF Hamilton

The foregoing instrument was acknowledged before me this 7th day of July, 2015 by Julie Rampello as VP Business Development of PROJETECH, INC. an Ohio corporation, on behalf of the corporation. He/she is personally known to me or who has produced _____ (type of identification) as identification.

NOTARY'S SEAL:

Debra L. Herbers
NOTARY PUBLIC, STATE OF OHIO

Debra L. Herbers
(Name of Acknowledger Typed, Printed or Stamped)

_____
Commission Number

DEBRA L. HERBERS
Notary Public, State of Ohio
My Commission Expires 12-22-2016

GBL/jrm
7/1/15
l:agr/util/2015-1164

EXHIBIT "A"

Introduction of Terms.

This Statement of Work ("SOW") is made between Projetech Inc. ("Projetech"), an Ohio corporation, having its principal place of business at 3815 Harrison Avenue, Cincinnati, Ohio 45211, and City Of Pompano Beach, Florida 1205 NE 5th Avenue Pompano Beach, FL 33060. This SOW shall be effective on the date it is either electronically or physically signed ("Accepted") by both parties ("Effective Date") unless otherwise defined in the Term section. This SOW, the Master Terms and Conditions found in the Attachments section ("Terms and Conditions"), and any other document governing the relationship between Projetech and Client and referencing this SOW shall be referred to collectively as the "Agreement". Notwithstanding the foregoing, no terms of any purchase order shall replace, modify, amend, or override the Agreement. This SOW specifies information required to be specified by the Terms and Conditions. Capitalized terms used in this SOW, not otherwise defined in this SOW or not conventionally capitalized, shall have the meanings ascribed to them in the Terms and Conditions. If there is any conflict between the terms of this SOW and the terms of the Terms and Conditions, the terms of this SOW shall govern.

BYOL Services.

Scope. Projetech shall provide BYOL services for Client's licensed Maximo® software, other software, or Client's database in Projetech's secure data center without modifications, customizations, or external interfaces. This is an initial install without any legacy data and with standard setup values. If customization or data conversion is deemed necessary or desirable during or after the project has been initiated, such services will be managed through the Change Management Process (as described in the Terms and Conditions) or addressed in a separate engagement after the completion of this project, depending on the urgency. Client may select either the BYOL Professional or the BYOL Premier package.

BYOL Professional. The BYOL Professional package includes: (a) one secure, dedicated, and confidential production database configuration; (b) user and security group setup; (c) Core Maximo® Enterprise Asset Management applications including, but not limited to, Assets, Contracts, Inventory, Planning, Preventative Maintenance, Purchasing, and Work Orders; (d) restricted Client access to the Administration, System Configuration, and Integration Maximo® applications; (e) standard Maximo® reports and one custom work order form with Client name and logo; (f) up to ten GB of space for attachments (additional space may be added at an additional charge); (g) Help Desk, e-mail, and Web site support; (h) application troubleshooting; h notification of planned downtime; and (i) tracking of Maximo® revisions and upgrades.

BYOL Premier. The BYOL Premier package includes all items outlined in BYOL Professional and (a) one additional Maximo® instance for use in a testing, development, or training environment; (b) a 20% discount on all Dedicated Instructor Led training classes at Client's site, at Projetech's site, or Instructor Led Online classes; and (c) a free subscription for each Maximo® Named User to Projetech's Self- Paced Online Maximo® Training Library.

License. Client shall provide licenses for the Maximo® software, other software, and/or Client's database hosted by Projetech for Client for the number of Named Users in Section 5 below ("Licenses"). Client's use of such software is governed by the applicable IBM or other licensor's license agreement. A "Named User" is (a) an individual authorized by Client to use the software instance through the assignment of a specific user login, regardless of whether or not the individual is using the software at any given time; and (b) a non-human operated device, if such device can access the Maximo® database. The total number of Named Users Licenses must be equal to or greater than the total number of individuals authorized by Client to use MaaS plus the total number of non-human devices that access the Maximo® database.

Fees. Annual fees are calculated based on the number of Named Users. Projetech invoices the fees on an annual basis. However, upon Client's request, Projetech will invoice the fees in more frequent installments subject to Client paying an administrative fee equal to the applicable percentage of the annual fees as follows: 5% for monthly invoicing; 3% for quarterly invoicing; and 1.5 % for semi-annual invoicing. Client may only decrease the number of Named Users at the end of each year of this SOW upon 60 days' prior written notice to Projetech.

Scheduling. Client acknowledges that time is of the essence with regard to Projetech's resources and that Projetech will assign resources for the Services only after this SOW is Accepted by both parties. Any dates discussed during negotiations are subject to change depending on the availability of Projetech personnel. Once this SOW is fully Accepted, Projetech will contact Client to schedule a start date for the Services.

Professional Services.

Scope. Projetech shall provide the professional services specified in the Scope.

Fees. Fees for professional services are calculated based on Projetech's then-current professional services standard rates on a time and expenses basis.

Scheduling. Client acknowledges that time is of the essence with regard to Projetech's resources and that Projetech will assign resources for the Services only after this SOW is Accepted by the Client, and a Purchase Order or Invoicing Instructions are issued. Any dates discussed during negotiations are subject to change depending on the availability of Projetech personnel. Once this SOW is Accepted by Client, Projetech will contact Client to schedule a start date for the Services.

Scope Details.

This Scope of work to be provided by Projetech is for the Utilities Department of the City of Pompano Beach (COPB) Florida. Projetech will provide Maximo as a Service - Bring Your Own License (BYOL). Projetech will set up a Production instance of Maximo along with 3 additional non-production instances. EDI will be engaged via a separate Statement of Work from EDI to perform professional services for configuring Maximo to COPB's specifications. EDI will also perform any integration and training needed for the project. COPB has decided to use SCHAD mobile software for their needs and that too will also be hosted by Projetech. COPB has elected to use Projetech's Request Portal for their Service Request requirements. Projetech will setup the portal with the basic features and functionality that is provided. All services have been

estimated and quoted on a Time & Material basis and are subject to change if additional services are needed.

Term.

The term of this SOW commences on the Effective Date and continues for 36 months after the initial 30 days during which Projetech performs various start-up tasks. Thereafter, the parties may agree to renew this SOW in writing, unless and until terminated in accordance with the Terms and Conditions.

Special Assumptions

Payment terms shall be Net 30

CLIENT POINT OF CONTACT

CONTACT NAME	CONTACT EMAIL
Maria Loucraft	maria.loucraft@copbfl.com

Fees

Invoice Details

Any Annual Recurring and One-Time Setup fees will be invoiced upon signature of this SOW. Professional Services and travel expense fees are invoiced as incurred on a monthly basis. Training fees are invoiced once training is scheduled.

Recurring Fees

Product Description	QTY	Sales Price	Total Price
BYOL Prem - MX Asset Mgt Authorized User	2	$825.00	$1,650.00
BYOL Prem - MX Asset Mgt Limited Use	5	$455.00	$2,275.00
BYOL Prem - MX Asset Mgt Express (Schad Mobile) Use	10	$325.00	$3,250.00
Work Request Portal (Unlimited Users)	1	$6,746.00	$6,746.00
Fee for BYOL for Site-to-Site VPN Support	1	$3,000.00	$3,000.00
Non-Production Maximo Instance	2	$3,000.00	$6,000.00
Mobile Hosting Annual Schad Maintenance Support	1	$3,000.00	$3,000.00
		Total First Year Annual Cost:	**$25,921.00**

One-Time Fees

Product Description	QTY	Sales Price	Total Price
One-Time Setup Fee for MX as a Service	1.00	$5,100.00	$5,100.00
Setup 2 additional non-productions Maximo install & setup, Site to Site VPN setup, Mobile & Request Portal environment install & setup. (Estimated TBD)	3.00	$1,490.00	$4,470.00
		Total One-Time Cost:	**$9,570.00**

Grand Total

Grand Total:	**$35,491.00**

EXHIBIT "B"

SCHEDULE A

SERVICE LEVEL AGREEMENT

This Service Level Agreement ("SLA") outlines the general terms and conditions under which Projetech provides certain Services, namely MaaS and/or BYOL services to Client. Notwithstanding anything to the contrary in this SLA or otherwise, this SLA does not apply to Services consisting of any additional Maximo® instance used in a testing, development or training environment.

Definitions

1. Availability - The Client's ability to access/use the subscribed Projetech environment and resources within the committed timeframes. Availability commitments are summarized below.

2. Downtime – Time during which a computer system or network is not available for use. Downtime occurs in two forms, planned and unplanned. Planned Downtime is forecast by the owner of the affected system(s) and is used for maintenance, upgrades, or other system management activities. Unplanned Downtime is defined as any Downtime that is not planned. Causes for Unplanned Downtime include, but are not limited to: hardware or software failures, power outages, telecommunications network failures, or human error.

3. End User – An individual on Client's staff making use of the Services.

4. Interruption – A situation that results in the Client being either, (a) totally unable to access the Services, or (b) unable to make use of the Services because of performance outside agreed parameters.

5. Service Hours – Hours during which Projetech provides Services to Client as specified in this SLA.

6. Trouble – An issue or condition that is either causing an Interruption, or, if left unresolved is likely to cause an Interruption.

Annual Availability Commitment of 99.99% is provided for hardware, network and software applications.

Client must be able to access the Projetech resources subscribed to under this Agreement. Projetech Datacenters are designed and engineered to meet SSAE 16, CSAE 3416, and ISAE 3402 guidelines. The Availability is determined based on 24 hours per day and 7 days per week except for times of unavailability due to Planned Downtime and exclusions such as: (i) planned maintenance windows for which Projetech provides at least 48 hours prior notice whenever possible; (ii) failure of any Network or Internet Infrastructure not owned or managed by Projetech (iii) Downtime caused by any failure of Client's computer systems, network,

hardware or software or its telecommunications equipment or other equipment; (iv) Downtime caused by any act or omission of any End user that is inconsistent with Projetech's suggested use or Client's authorized use of the system; (v) Downtime caused by events beyond Projetech's reasonable control.

Service Philosophy

Projetech is guided by two central principles: flexibility and proactivity. Flexibility means that Projetech will adapt to the needs of our clients and the facts of each situation. Proactivity means that Projetech will not wait to take action; our goal is to prevent trouble, rather than simply responding to it.

Service Level Credit

In the event that the Client cannot access the system for any reason other than those listed above, Projetech will provide a Service Level Credit. Client may request a credit on their next invoice for up to ten days of service interruption, based upon the amount of time the system was unavailable. Service Level Credits must be requested in writing within ten days of the interruption.

Trouble Resolution Procedure

1. Identify Trouble Client contacts Projetech (see Suggested Contact Channels) or Projetech identifies trouble. Based on priority descriptions described by Projetech (See Priority Levels & Response Times), Client determines Priority.

2. Diagnosis Based on description by Client, or internal monitoring, Projetech determines cause and corrective plan of action.

3. Apply Resolution Based on the appropriate priority, Projetech either applies the resolution or monitors resolution efforts and provides updates to Client point of contact.

4. Recover & End Trouble After resolution is applied & any necessary recovery efforts are completed, Client is contacted to see if the trouble is deemed to be resolved to his/her satisfaction.

5. Follow up Where applicable, support issues will be reviewed by the appropriate Projetech personnel to ensure that the resolution was effective and to decide if any precautionary measures can to be taken so that the trouble is not repeated.

Priority Levels & Response Times

Client shall designate in writing to Projetech at least one, but no more than three contacts who are authorized to communicate with Projetech in connection with support. The contact shall be fully qualified to use the computer equipment and computer software programs installed on the client's premises, and familiar with accessing and using a Web browser on the Internet.

Determination of the priority level of any issue, question or interruption is determined by Client point of contact. Once the circumstances are reviewed, Projetech can suggest a change to this level, but any change must be approved by Client point of contact.

Escalation

Projetech is committed to resolving issues quickly and with minimal impact to Client operations. In order to ensure total focus on the issue resolution process, Projetech provides an escalation procedure. This procedure is based on issue resolution, not simply start of action. If the issue is not resolved within the time period indicated additional resources will be assigned as appropriate.

Severity	Description of Level	Examples	Service Hours	Initial Response Time	Escalation
Urgent	Critical sitewide issues	Site-wide Maximo availability issue	24 X 7	Less than 2 hours	To Director of Client Support after 4 hrs.
High	Affects production or daily use of Maximo for all users	Critical error message that Client can not correct through the Maximo applications	24 X 7	Less than 2 hours	To Director of Client Support after 24 hrs.
Low	User application support	Client has a "How do I..." question or needs new user added.	Normal Business Hours	Less than 1 business day	To Director of Client Support after 72 hrs.
Enhancement or Customization	Requested enhancement or customization	Examples are hot fix and patch installations and significant changes to the Maximo instance configuration	Normal Business Hours	Less than 1 business day	Prioritized on case-by-case basis

Contact Method	Contact Information	Contact Method Availability
Customer Support Phone	513-661-8500 or 866-362-4683	Normal Business Hours or 24x7 for Emergency Support
Email	support@projetech.com or support@emaximo.com	Normal Business Hours
Customer Support Form	http://projetech.com/customer-support.html	Normal Business Hours or 24x7 for Emergency Support

Normal Business Hours: 8am – 5pm Eastern, Monday – Friday (excluding holidays)

Projetech can be contacted for support during normal business hours using any of the above contact methods.

Emergency requests may be submitted from the Customer Support Form on our website, but we recommend a follow up call to our Customer Support Phone line to expedite the process.

PLEASE NOTE: Email to the support inbox will NOT initiate after hours emergency support. You must use the Customer Support Form on our website or call the Customer Support Phone to request support outside of normal business hours.

Our Support Team monitors all service and support issues. If at any time Client is not satisfied with the level of support received, please contact Projetech CEO, Steve Richmond, directly via email at srichmond@projetech.com.

MEB/jrm
7/1/15
L:agr/util/2015-1164

ACORD®

CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY): 7/9/2015

THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AFFIRMATIVELY OR NEGATIVELY AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES BELOW. THIS CERTIFICATE OF INSURANCE DOES NOT CONSTITUTE A CONTRACT BETWEEN THE ISSUING INSURER(S), AUTHORIZED REPRESENTATIVE OR PRODUCER, AND THE CERTIFICATE HOLDER.

IMPORTANT: If the certificate holder is an ADDITIONAL INSURED, the policy(ies) must be endorsed. If SUBROGATION IS WAIVED, subject to the terms and conditions of the policy, certain policies may require an endorsement. A statement on this certificate does not confer rights to the certificate holder in lieu of such endorsement(s).

PRODUCER

Arthur J. Gallagher Risk Management Services, Inc.
1 W. 4th Street, Suite 1300
Cincinnati OH 45202

CONTACT NAME: Joanne Moore
PHONE (A/C, No, Ext): 513-977-3121 FAX (A/C, No): 513-977-4721
E-MAIL ADDRESS: joanne_moore@ajg.com

INSURER(S) AFFORDING COVERAGE	NAIC #
INSURER A : Sentinel Insurance Company Ltd	11000
INSURER B : Travelers Casualty Insurance Co of	19046
INSURER C : Hartford Fire Insurance Company	19682
INSURER D : Travelers Indemnity Company	25658
INSURER E : Hartford Accident and Indemnity Com	22357
INSURER F :	

INSURED

Projetech, Inc.
3815 Harrison Avenue
Cincinnati OH 45211

COVERAGES **CERTIFICATE NUMBER:** 947177344 **REVISION NUMBER:**

THIS IS TO CERTIFY THAT THE POLICIES OF INSURANCE LISTED BELOW HAVE BEEN ISSUED TO THE INSURED NAMED ABOVE FOR THE POLICY PERIOD INDICATED. NOTWITHSTANDING ANY REQUIREMENT, TERM OR CONDITION OF ANY CONTRACT OR OTHER DOCUMENT WITH RESPECT TO WHICH THIS CERTIFICATE MAY BE ISSUED OR MAY PERTAIN, THE INSURANCE AFFORDED BY THE POLICIES DESCRIBED HEREIN IS SUBJECT TO ALL THE TERMS, EXCLUSIONS AND CONDITIONS OF SUCH POLICIES. LIMITS SHOWN MAY HAVE BEEN REDUCED BY PAID CLAIMS.

INSR LTR	TYPE OF INSURANCE	ADDL INSR	SUBR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS	
B	GENERAL LIABILITY	Y		6803055L1561542	5/25/2015	5/25/2016	EACH OCCURRENCE	$1,000,000
	X COMMERCIAL GENERAL LIABILITY						DAMAGE TO RENTED PREMISES (Ea occurrence)	$300,000
	CLAIMS-MADE X OCCUR						MED EXP (Any one person)	$5,000
							PERSONAL & ADV INJURY	$1,000,000
							GENERAL AGGREGATE	$2,000,000
	GEN'L AGGREGATE LIMIT APPLIES PER:						PRODUCTS - COMP/OP AGG	$2,000,000
	POLICY X PRO-JECT LOC							$
A	AUTOMOBILE LIABILITY			33UECKP6596	2/15/2015	2/15/2016	COMBINED SINGLE LIMIT (Ea accident)	$1,000,000
	ANY AUTO						BODILY INJURY (Per person)	$
	ALL OWNED AUTOS / X SCHEDULED AUTOS						BODILY INJURY (Per accident)	$
	X HIRED AUTOS / X NON-OWNED AUTOS						PROPERTY DAMAGE (Per accident)	$
								$
D	X UMBRELLA LIAB / X OCCUR			CUP6875Y4971542	5/25/2015	5/25/2016	EACH OCCURRENCE	$5,000,000
	EXCESS LIAB / CLAIMS-MADE						AGGREGATE	$5,000,000
	DED X RETENTION $5,000							$
E	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY	N/A		33WECJV013805	5/25/2015	5/25/2016	X WC STATU-TORY LIMITS / OTH-ER	
	ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? Y/N (Mandatory in NH) If yes, describe under DESCRIPTION OF OPERATIONS below						E.L. EACH ACCIDENT	$1,000,000
							E.L. DISEASE - EA EMPLOYEE	$1,000,000
							E.L. DISEASE - POLICY LIMIT	$1,000,000
C	Professional Liability			00TE0225303-14	8/2/2014	8/2/2015	Each Occurrence Aggregate	2,000,000 2,000,000

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (Attach ACORD 101, Additional Remarks Schedule, if more space is required)

The City of Pompano Beach, Florida is included as additional insured.

APPROVED
RISK MANAGEMENT
ON: 07/09/15
BY: JM

CERTIFICATE HOLDER

Utility Compliance & Efficiency Manager
ATTN: Maria Loucraft
1205 NE 5th Avenue
Pompano Beach FL 33060

CANCELLATION

SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS.

AUTHORIZED REPRESENTATIVE
Thomas R. Dietz

© 1988-2010 ACORD CORPORATION. All rights reserved.

The ACORD name and logo are registered marks of ACORD