

## MEMORANDUM

DATE: March 19, 2013  
TO: City Clerk's Office  
FROM: Gina Jolly  
Office of Management & Budget  
SUBJECT: Authorization to Release Contract

CONTRACT: # 20130010  
CONTRACT TITLE: Software Utility Billing

VENDOR NAME: N. Harris Computer Corporation  
VENDOR ADDRESS: 1 Antares Drive, Suite 400  
CITY & STATE: Ottawa, ON K2E 8C4

ENCUMBRANCE REQUIRED: Yes,  
DATE COUNCIL APPROVED: 3/11/13

Please accept this memorandum as your authority to distribute the executed document.

Thank you.

Sally: When you receive the executed copies back, please scan them to me as one file under contract # 20130010

Please send me the Vendors copy and I will mail it to them

Attachment(s) 2 original signed contract of Software License Agreement, 2 original signed Software Implementation Services Agreement, 2 original signed Software and Maintenance Agreement, sign off sheet, insurance

**RECEIVED**

MAR 19 2013

City Manager's Office

## SOFTWARE LICENSE AGREEMENT #20130010

**THIS AGREEMENT** executed this 22 day of MARCH, 2013, by and between the CITY OF PORT ST. LUCIE, FLORIDA, a municipality, duly organized under the laws of the State of Florida, hereinafter called "City" party of the first part, and name N. HARRIS COMPUTER CORPORATION, *1 Antares Drive, Suite 400 Ottawa ON*, Telephone No. (613) 226-5511, Fax No. (613) 226-3377, hereinafter called "Harris", party of the second part.

### NOTICES

Project Manager: City of Port St. Lucie  
Attention: Melissa Murray  
121 SW Port St. Lucie Blvd.  
Port St. Lucie FL 34984  
Telephone # 772 871 5445  
Fax # 772 871 7342  
Email- [mmurray@cityofpsl.com](mailto:mmurray@cityofpsl.com)

Contract Administrator: Cheryl Shanaberger  
City of Port St. Lucie  
121 SW Port St. Lucie Blvd  
Port St. Lucie FL 34984  
Telephone #772 871 7390  
Fax # 772 871 7337  
Email- [cheryls@cityofpsl.com](mailto:cheryls@cityofpsl.com)  
("City")

### RECITALS

1. Harris owns the Software (as defined below);
2. The City wishes to acquire a license to utilize the Software
3. Harris wishes to grant the City a license to utilize the Software.
4. The City and Harris agree to enter into three (3) separate agreements each dealing with a separate aspect of the Software: a Software License Agreement, a Support and Maintenance Agreement and a Software Implementation Services Agreement.

**NOW THEREFORE**, in consideration of the mutual covenants set out in this License Agreement and for other good and valuable consideration (the receipt and sufficiency of which is hereby acknowledged), the parties agree as follows:

**ARTICLE I.  
INTERPRETATION**

**Section 1.01 Definitions**

Throughout this License Agreement, except as otherwise expressly provided, the following words and expressions shall have the following meanings:

- (a) **“Agreement”** and similar expressions mean this Software License Agreement, including all of its Schedules and all instruments supplementing, amending or confirming this Agreement. All references to “Articles” or “Sections” mean and refer to the specified Article or Section of this Agreement except where a different agreement is explicitly identified.
- (b) **“Completion of Services”** shall have the definition ascribed to it in the Software Implementation Services Agreement.
- (c) **“Concurrent User License”** means a license that restricts the total number of Users who can access the Software at any one time to the number detailed in Schedule “A”.
- (d) **“Confidential Information”** means, with respect to a party to this License Agreement, all information or material which: is (A) marked "Confidential," "Restricted," or "Proprietary Information" or other similar marking, (B) known by the parties to be considered confidential or proprietary, such as the Software, or (C) which should be known or understood to be confidential or proprietary by an individual exercising reasonable commercial judgment in the circumstances. Confidential Information does not include information to the extent that such information: (i) is or becomes generally known to the public by any means other than a breach of the obligations of a receiving party hereunder; (ii) was previously known to the receiving party as evidenced by its written records; (iii) is rightly received by the receiving party from a third party who is not under an obligation of confidentiality; or (iv) is independently developed by the receiving party without reference to or use of the other party's Confidential Information.
- (e) **“Designated Computer System”** shall mean the City’s platform and operating system environment which is operating the Software.
- (f) **“Documentation”** means user guides, operating manuals, educational materials, product descriptions and specifications, technical manuals, supporting materials, and other information regardless of the media on which it is provided.
- (g) **“License”** means the license granted to the City pursuant to Section 2.01 hereof and includes both a Concurrent User License and a Site License.
- (h) **“License Agreement”** means this Software License Agreement.
- (i) **“Release”** means an Update and an Upgrade.

- (j) **“Required Programs”** have the meaning set out in Section 3.03.
- (k) **“Site License”** means a license that restricts the Software such that it can reside in one production environment and unlimited non production environments.
- (l) **“Software”** means the software products that are listed in Schedule “A” and to which the License applies.
- (m) **“Update”** means a minor modification or enhancement to the Software related to a bug fix, minor additional functionality or legislative changes.
- (n) **“Upgrade”** means a major overhaul of the Software which is a complete new version of the Software.
- (o) **“User”** means any employee of City or any of City’s agents who are authorized by Harris pursuant to the terms of this License Agreement to have access to the Software.

**Section 1.02 Currency**

Unless otherwise specified, all references to amounts of money in this License Agreement and the related Schedules refer to U.S. currency.

**Section 1.03 Schedules**

The Schedules described below and appended to this License Agreement shall be deemed to be integral parts of this License Agreement.

- Schedule “A” - Description of Software
- Schedule “B” - License Fees & Payment Schedule

In the event of any conflict or inconsistency between the terms and conditions in the main body of this License Agreement and the terms and conditions in any Schedule, the terms and conditions of the main body of this License Agreement shall control.

**ARTICLE II.  
SOFTWARE LICENSES**

**Section 2.01 Grant of Licenses**

- (a) Subject to the terms and conditions of this License Agreement, Harris hereby grants to the City a personal, non-exclusive, non-transferable and limited right and license to use the Software in object code format on the Designated Computer System (the “License”) in consideration for the payment of the License fees. All Releases installed by City are subject to this License.

- (b) Any Software furnished by Harris in machine-readable form may be copied in whole or in part by City for use on the Designated Computer System, access to which by Users can be from any computer terminal, whether internal to or external to City's facility incorporating the Designated Computer System. To the extent that any temporary files associated with the Software are created during such use on terminals those temporary files are permitted under this License but only for such time that the temporary files are actually required. City agrees that the original copy of all Software furnished by Harris and all copies thereof made by City are and at all times remain the sole property of Harris.
- (c) Any License granted under this License Agreement permits the City to: (i) use the Software for its municipal and corporate purposes including, but not limited to, performing testing, disaster recovery, disaster testing, training, archival and backup as the City deems necessary, and (ii) use, copy and modify the Documentation for the purpose of creating and using training materials relating to the Software, which training materials may include flow diagrams, system operation schematics, and/or screen prints from operation of the Software. Access to and use of the Software by independent contractors of the City shall be considered authorized use under this Section so long as any such independent contractors are bound by obligations of confidentiality and have been approved by Harris in advance of the independent contractors' access to the Software. The City shall be responsible for (i) all of the actions of and (ii) any misuse of the Software by any independent contractor.
- (d) The City may duplicate Documentation, at no additional charge, for the City's permitted uses so long as all required proprietary markings are retained on all duplicated copies.
- (e) The Software is licensed to the City on multiple levels. The Software is licensed on a "Concurrent User License" and "Site License" basis as set forth in Schedule "A".
  - (i) A Concurrent User License permits the City to use the Software on the Designated Computer System (including all environments such as training, disaster recovery, etc.) provided that the number of Users who may be simultaneously using the Software is limited to the number of Concurrent Users specified for such Software on Schedule "A". A User is further defined as anyone authorized by the City who is logged onto the Software, regardless of the type of interface (i.e. graphical user interface or browser user interface).
  - (ii) A Site License permits the City to use the Software on the Designated Computer System in one (1) production environment and unlimited non production environments for the purposes of disaster recovery, disaster testing, training, archival and backup. City requires a separate Site License for each production environment into which the Software or any portion thereof is read in machine-readable form.

The City may purchase additional Software Licenses at the time such Licenses become necessary at Harris's then current prices and terms.

- (f) As between Harris and City, Harris reserves all rights, title and interest in and to the Software not expressly granted herein and the License specifically excludes all such reserved rights, title and interest.

### **Section 2.02 Term of License**

The License commences on the date of this License Agreement. The License is perpetual and of indefinite duration and shall continue to be in force unless terminated pursuant to the terms hereof.

### **Section 2.03 Restrictions on Use**

- (a) Without limiting the generality of the License granted in Section 2.01 and the other restrictions listed therein, City shall not, and will not allow, direct or authorize (directly or indirectly) any other party to: (i) use the Software for any purpose other than in connection with City's primary business or operations; (ii) disassemble, de-compile, reverse engineer, defeat license encryption mechanisms, or translate any part of the Software, or otherwise attempt to reconstruct or discover the source code of the Software except and only to the extent that applicable law expressly permits, despite this limitation; (iii) modify or create derivate works of the Software; (iv) rent, lease, lend, or use the Software for timesharing or bureau use or to publish or host the Software for others to use; or (v) take any actions that would cause the Software to become subject to any open source or quasi-open source license agreement. City shall be wholly liable to Harris for any misuse of the Software and these restrictions are absolute except as and only to the extent that this License Agreement may expressly permit City to do otherwise.
- (b) The Software and related materials supplied by Harris are protected by copyright and trademark laws. The Software is licensed and may not be resold by City. Any rights not expressly granted herein are reserved. City may not obscure, remove or otherwise alter any copyright, trademark or other proprietary notices from the Software and related materials supplied by Harris.

### **Section 2.04 Ownership of Software and Confidential Information**

- (a) The City acknowledges that the Software contains proprietary information and Confidential Information of Harris which shall, at all times, remain the property of Harris and, in addition to its obligations outlined in Section 2.03, the City agrees to treat such Confidential Information in accordance with Subsections (b) and (c) herein.
- (b) The City will take the same care to safeguard the Software as it takes to safeguard its own Confidential Information of a like nature and such care shall not be any less than would be taken by a reasonable person to safeguard its own confidential information.
- (c) In order to assist Harris with the protection of its proprietary information and Confidential Information and to enable Harris to ensure that the City is complying with its obligations,

City shall permit Harris to visit during normal business hours any premises at which the Software is used or installed and shall provide Harris with access to its Software. Harris shall provide City with reasonable notice of any such audit.

**Section 2.05 Ownership and Disposition of Documents**

- (a) The parties agree that no materials or documents are being created for City by Harris under this License Agreement as of the effective date. All materials and documents which were developed or prepared by Harris for general use and which are not the copyright of any other party or publicly available, including educational materials, the Software and any other computer applications, shall continue to be the property of Harris.
- (b) Only where the City requests custom materials or documents, then upon the agreement of the parties in writing as evidenced by a duly executed statement of work, the City shall be the exclusive owner of all such custom materials and documents which are developed or prepared by Harris specifically for the City so long as such customer materials and documents are specifically described as being deliverables that are subject to this Subsection 2.05 (b) in the relevant statement of work, except to the extent to which such materials or documents may contain pre-existing Harris materials, in which case the statement of work will describe the license for such pre-existing Harris materials.

**ARTICLE III.  
REPRESENTATIONS AND WARRANTIES**

**Section 3.01 Warranty of Performance**

Harris warrants to the City that:

- (a) the Software will substantially perform as described in the Documentation if the Software is used in accordance with the Documentation, the terms of this License Agreement and where the City has the Required Programs and the hardware meets the requirements of Section 3.03 (b). The City's primary recourse in the event the Software does not conform to the Documentation is the repair and replacement of the Software.
- (b) it has the full right, authority and power to enter into this License Agreement and to grant to the City the Licenses and rights conveyed by this License Agreement; and
- (c) the Software is an original work of authorship.

**Section 3.02 No Other Warranties**

The express warranties contained in this Article III are in lieu of all other representations, warranties and conditions, express or implied, whether arising by statute or otherwise in law or from a course of dealing, or usage of trade, including all warranties related to the merchantability and fitness for a particular purpose of the Software. No warranties are provided in relation to Releases in this License Agreement. Harris reserves the right to correct

any defects about which it is made aware and to produce Releases at a time of Harris's own choosing and at Harris's discretion. Without limiting the generality of the foregoing, Harris does not represent or warrant and the City acknowledges that there are no further representations or warranties:

- (a) that the functions contained in the Software will operate in the combinations which may be selected for use by the City or will meet the City's requirements and satisfy its intended results;
- (b) that the operation of the Software will be error free.

### **Section 3.03 Required Programs**

- (a) The City acknowledges that the use of the Software requires that the City obtain and install additional required software programs (the "**Required Programs**"), as detailed in the attached Schedule "A". The City agrees that the acquisition of the Required Programs shall be at its sole cost and that the cost thereof is not included in the fees herein, including for any future updates about which City is provided with commercially reasonable advance notice.
- (b) City's hardware must also be of sufficient quality, condition and repair, and the City agrees to maintain its hardware in the appropriate quality, condition and repair at its sole cost and expense, in order to facilitate the achievement of the proper installation and implementation of the Software in accordance the Software Implementation Services Agreement. If Harris determines that City's hardware is not of sufficient quality, condition and repair, Harris shall notify City in writing of the Hardware deficiencies. City will strive to remedy any hardware deficiencies within 30 calendar days of notification

### **Section 3.04 Exclusions to Warranty**

Harris shall not be liable for any breach of the foregoing warranties which results from causes beyond the reasonable control of Harris, including

- (a) where the installation, integration, modification or enhancement of the Software has not been carried out by Harris or its authorized agent, or where City has taken any action which is expressly prohibited by the Documentation or this License Agreement;
- (b) any use or combination of the Software with any software, equipment or services not supplied by or on behalf of Harris;
- (c) user error, or other use of the Software in a manner or in an operating environment for which it was not intended or other than as permitted in the relevant scope of work or in this License Agreement;



- (d) City's failure to install a new Update which has been released to remedy an error or bug, and which Harris has stated to City is a required Update necessary for security purposes or for legislative compliance purposes or other reasons as Harris may determine is important in its sole discretion; or
- (e) natural disasters, power surges, lightning strikes, and the like.

**ARTICLE IV.  
FEES AND PAYMENTS**

**Section 4.01 Fees and Payments**

- (a) The City agrees to pay Harris total license fees detailed in Schedule "B", which is not inclusive of any applicable taxes. The City shall be responsible for the payment of any applicable duties and sales/consumption taxes. The fee structure and payment schedule is outlined in the attached Schedule "B". The License is subject to the full payment of the license fees.
- (b) Except for any aspect of the license fee which is payable on the date that this License Agreement is executed, in which case the payment is due on the date of execution, during the term of this License Agreement City shall have thirty (30) business days after the date outlined in the payment schedule in Schedule "B" to pay Harris the applicable license fee.

**ARTICLE V.  
REMEDIES, LIABILITY AND INDEMNITY**

**Section 5.01 Remedies and Liability**

- (a) Termination of this License Agreement shall not affect any right of action of either party arising from anything which was done or not done, as the case may be, prior to the termination taking effect.
- (b) The City and Harris recognize that circumstances may arise entitling the City to damages for breach or other fault on the part of Harris arising from this License Agreement. The parties agree that in all such circumstances the City's remedies and Harris's liabilities will be limited as set forth below and that these provisions will survive notwithstanding the termination or other discharge of the obligations of the parties under this License Agreement.
  - (i) EXCEPT FOR DAMAGES ARISING OUT OF (a) HARRIS'S BREACH OF ITS CONFIDENTIALITY OBLIGATIONS, (b) HARRIS'S INTENTIONAL MISREPRESENTATION, GROSS NEGLIGENCE OR WILLFUL MISCONDUCT, OR (c) HARRIS'S INDEMNIFICATION OBLIGATIONS SET FORTH IN Section 5.03, BOTH PARTIES AGREE THAT HARRIS'S LIABILITY (UNDER BREACH OF CONTRACT, NEGLIGENCE, STRICT LIABILITY OR OTHERWISE), IF ANY, FOR ANY DIRECT DAMAGES

RELATING TO OR ARISING UNDER THIS LICENSE AGREEMENT SHALL NOT EXCEED IN THE AGGREGATE THE LICENSE FEES PAID TO HARRIS BY THE CITY IN CONNECTION WITH THIS LICENSE AGREEMENT.

- (ii) IN ADDITION TO THE FOREGOING, NEITHER PARTY SHALL BE LIABLE FOR CONSEQUENTIAL, INCIDENTAL, INDIRECT, SPECIAL OR OTHER DAMAGES OF ANY KIND, INCLUDING BUT NOT LIMITED TO LOST REVENUE OR LOSS OF PROFITS, EVEN IF SUCH OTHER PARTY HAS BEEN ADVISED OF THE LIKELIHOOD OF THE OCCURRENCE OF SUCH DAMAGES AND NOTWITHSTANDING ANY FAILURE OF ESSENTIAL PURPOSE OF ANY LIMITED REMEDY.
- (iii) CLAUSES (i) AND (ii) SHALL APPLY IN RESPECT OF ANY CLAIM, DEMAND OR ACTION BY A PARTY IRRESPECTIVE OF THE NATURE OF THE CAUSE OF ACTION UNDERLYING SUCH CLAIM, DEMAND OR ACTION, INCLUDING, BUT NOT LIMITED TO, BREACH OF CONTRACT OR TORT.

**Section 5.02 Intent**

The parties hereby confirm that the waivers and disclaimers of liability, releases from liability, limitations and apportionments of liability, and exclusive remedy provisions expressed throughout this License Agreement shall apply even in the event of default, negligence (in whole or in part), strict liability or breach of contract of the person released or whose liability is waived, disclaimed, limited, apportioned or fixed by such remedy provision, and shall extend to such person's affiliates and to its shareholders, directors, officers, employees and affiliates.

**Section 5.03 Intellectual Property Indemnity**

- (a) In the event there is a third party claim against City alleging that City's use of the Software in accordance with this License Agreement constitutes an infringement of a Canadian or United States' patent, copyright, trade-mark or trade secret or other intellectual property that is valid and enforceable in City's jurisdiction, Harris shall, at its expense, defend and indemnify City and pay any final judgment (including all damages awarded against City) against City or settlement agreed to by Harris on City's behalf. This indemnity is only effective where (i) City has not made any admissions or begun settlement negotiations either prior to or after providing notice to Harris of the applicable claim except with Harris's prior written consent, (ii) Harris has sole control of the defense of any claim or proceeding and all negotiations for its compromise or settlement; (iii) City assists and provides information to Harris throughout the action or proceeding, and (iv) City has not modified the Software in any manner whatsoever except with the prior written consent of Harris. Any breach by City of its covenants under this Section 5.03 shall nullify this indemnity but not the sole right of Harris to have full and complete authority of the defense to defend such claim or proceeding and of all negotiations related

therewith and the settlement thereof. In the event that the City's use of the Software is finally held to be infringing or Harris deems that it may be held to be infringing, City agrees that the only remedy available to it is that Harris shall be, at Harris's election, for Harris to: (1) procure for the City the right to continue use of the Software; or (2) modify or replace the Software so that it becomes non-infringing.

- (b) The foregoing states Harris's entire liability, and the City's exclusive remedy, with respect to any claims of infringement of any copyright, patent, trade-mark, trade secret or other property interest rights relating to the Software, or any part thereof or use thereof.
- (c) City may, at City's sole cost and expense—which is outside the scope of this indemnity—retain counsel of its own choosing who shall be permitted to attend all settlement conferences and hearings or other court appearances (except where the court has specifically made an order against such attendance) related to the proceeding.

#### **Section 5.04 Remedies**

Where remedies are expressly afforded by this License Agreement, such remedies are intended by the parties to be the sole and exclusive remedies of the City for liabilities of Harris arising out of or in connection with this License Agreement, notwithstanding any remedy otherwise available at law or in equity.

### **ARTICLE VI. GENERAL**

#### **Section 6.01 Confidentiality**

- (a) Duty Owed to the City -- Harris acknowledges that it may receive information from the City or otherwise in connection with this License Agreement. Except for information in the public domain, unless such information falls into the public domain by disclosure or other acts of the City or through the fault of the City, Harris agrees:
  - (i) to maintain this information in confidence;
  - (ii) not to use this information other than in the course of this License Agreement;
  - (iii) not to disclose or release such information;
  - (iv) not to disclose or release such information to any third person without the prior written consent of the City, except for authorized employees or agents of Harris; and
  - (v) to take all reasonable actions, whether by instruction, agreement or otherwise, to ensure that third persons with access to the information under the direction or control or in any contractual privity with Harris, do not disclose or use, directly or indirectly, for any purpose other than for performing the Services during or after the term of this

License Agreement, any material or information, including the information, without first obtaining the written consent of the City.

- (b) Duty Owed to Harris -- The parties agree that if the City breaches any term of Section 2.03 or Section 2.04 then Harris shall have the right to terminate this License Agreement and the grant of Licenses herein forthwith without giving notice as set forth in Section 6.02(a).

### **Section 6.02 Termination**

- (a) If either party should fail to comply with its obligations under this License Agreement, the other party must notify the breaching party in writing of such default (a "Default Notice"). Upon receipt of a Default Notice, the breaching party must correct the default at no additional cost to the other party, or issue a written notice of its own disputing the alleged default, in either case within thirty (30) calendar days immediately following receipt of a Default Notice. If the breaching party fails to correct the default, or issue a notice disputing the alleged default, in either case within ninety (90) calendar days following receipt of the Default Notice, the other party may terminate the whole of this License Agreement.
- (b) If City has failed to pay the license fees in accordance with Article IV then Harris shall have the right to terminate the License and this License Agreement immediately without complying with Section 6.04.

### **Section 6.03 Procedure on Termination**

- (a) If this License Agreement is terminated prior to the Completion of Services, then within thirty (30) business days following such termination, the City shall either return to Harris or delete the Software from all of its locations (except as required under any statute related to retention requirements) and shall certify, under the hand of a duly authorized officer of the City, that all copies of the Software or any part thereof, in any form, within the possession or control of the City have either been returned to Harris or deleted.
- (b) If this License Agreement is terminated following the Completion of Services, then the City may retain the copy of the Software in its possession as of the Completion of Services. Notwithstanding the foregoing, the City will remain subject to the obligations imposed upon it pursuant to this License Agreement with respect to the Software, including, but not limited to, such obligations relating to ownership of the Software and confidentiality and all of the restrictions on the City as set out in Article II.
- (c) Despite Subsection (d) below, all warranties related to the Software automatically terminate upon the termination of this License Agreement.

(d) The following sections and articles shall survive the termination of this License Agreement: Section 3.02, Section 3.04, Section 5.01, Section 5.02, Section 5.04, Article IV and Article VI.

**Section 6.04 Mediation**

Except where this License Agreement explicitly states that this Section does not apply, the parties agree to submit any claim, controversy or dispute arising out of or relating to this License Agreement or the relationship created by this License Agreement to non-binding mediation before bringing a claim, controversy or dispute in a court or before any other tribunal. The mediation is to be conducted by either an individual mediator or a mediator appointed by mediation services mutually agreeable to the parties. The mediation shall take place at a time and location which is also mutually agreeable; provided, however, in no event shall the mediation occur later than ninety (90) business days after either party notifies the other of its desire to have a dispute be placed before a mediator. Such mediator shall be knowledgeable in software system agreements. The costs and expenses of mediation, including compensation and expenses of the mediator (and except for the attorneys fees incurred by either party), is to be shared by the parties equally. If the parties are unable to resolve the claim, controversy or dispute within ninety (90) business days after the date either party provides the other notice of mediation, then either party may bring and initiate a legal proceeding to resolve the claim, controversy or dispute unless the time period is extended by a written agreement of the parties. Nothing in this Section shall inhibit a party's right to seek injunctive relief at any time.

**Section 6.05 Addresses for Notice**

Any notice required or permitted to be given to any party to this License Agreement shall be given in writing and shall be delivered personally, mailed by prepaid registered post or sent by facsimile to the appropriate address or facsimile number set out below. Any such notice shall be conclusively deemed to have been given and received on the day on which it is delivered or transmitted (or on the next succeeding business day if delivered or received by facsimile after 5:00 p.m. local time on the date of delivery or receipt, or if delivered or received by facsimile on a day other than a business day), if personally delivered or sent by facsimile or, if mailed, on the third business day following the date of mailing, and addressed, in the case of Harris, to:

N. HARRIS COMPUTER CORPORATION  
1 Antares Drive, Suite 400  
Ottawa, Ontario K2E 8C4  
Attention: CEO  
Telephone: 613-226-5511, extension 2149

and in the case of the City, to:

Cheryl Shanaberger  
City of Port St. Lucie  
121 SW Port St. Lucie Blvd  
Port St. Lucie FL 34984  
Telephone #772 871 7390  
Fax # 772 871 7337  
Email [cheryls@cityofpsl.com](mailto:cheryls@cityofpsl.com)

Copy to: City Attorney

121 SW Port St. Lucie Blvd  
Port St. Lucie, FL 34984  
Telephone #772 871 5255  
Fax # 772 344 4298

Each party may change its particulars respecting notice, by issuing notice to the other party in the manner described in this Section 6.05.

**Section 6.06 Assignment**

Neither party may assign any of its rights or duties under this License Agreement without the prior written consent of the other party, such consent not to be unreasonably withheld, except that either party may assign to a successor entity in the event of its dissolution, acquisition, sale of substantially all of its assets, merger or other change in legal status. The License Agreement shall inure to the benefit of and be binding upon the parties to this License Agreement and their respective successors and permitted assigns

**Section 6.07 Reorganization**

The City acknowledges that the License fee set out in this License Agreement has been established on the basis of the structure of the City as of the Effective Date. To the extent that the City amalgamates, consolidates or undergoes any similar form of corporate reorganization or transition (a "Reorganization"), and the resulting entity (whether or not the City is the resulting or continuing entity) requires additional Licenses to support the system, Harris shall be entitled to receive, and the City shall pay, an additional License fee based on the then prevailing License fee in effect. The provisions of this Section 6.07 shall apply to any subsequent Reorganization occurring following the first Reorganization. The provisions of this Section 6.07 shall not apply where the City undergoes a Reorganization involving only other City's that have already purchased a License from Harris only to the extent that the License is for the same Software. For purposes of this License Agreement, any corporate changes undergone by the City will be characterized as either an assignment, in which case Section 6.06 will apply, or a Re-City, in which case Section 6.07 will apply, but it is not intended that Section 6.06 and Section 6.07 will apply to any single sequence of events, if such application would result in a duplication of the fees provided for in those provisions.

**Section 6.08 Entire Agreement**

This License Agreement shall constitute the entire agreement between the parties hereto with respect to the matters covered herein with respect to the License of the Software. No other agreements, representations, warranties or other matters, oral or written, purportedly agreed to or represented by or on behalf of Harris by any of its employees or agents, or contained in any sales materials or brochures, shall be deemed to bind the parties hereto with respect to the subject matter hereof. However, the parties agree that two other agreements are being entered into concurrently with this License Agreement. These two other agreements are the Support and Maintenance Agreement and the Software Implementation Services Agreement, each of which are separate agreements and are binding in their own right and upon their own terms.

**Section 6.09 Section Headings**

Section and other headings in this License Agreement are for reference purposes only, and are in no way intended to describe, interpret, define or limit the scope or extent of any provision hereof.

**Section 6.10 Governing Law**

This License Agreement shall be governed by the laws of the State of Florida, United States of America.

**Section 6.11 Trial by Jury**

City and Harris hereby waive, to the fullest extent permitted by applicable law, the right to trial by jury in any action, proceeding or counterclaim filed by any party, whether in contract, tort or otherwise, relating directly or indirectly to this License Agreement or any acts or omissions of Harris in connection therewith or contemplated thereby.

**Section 6.12 Invalidity**

The invalidity or unenforceability of any provision or covenant contained in this License Agreement shall not affect the validity or enforceability of any other provision or covenant herein contained and any such invalid provision or covenant shall be deemed to be severable.

**Section 6.13 Waiver**

A term or condition of this License Agreement may be waived or modified only by written consent of both parties. Forbearance or indulgence by either party in any regard shall not constitute a waiver of the term or condition to be performed, and either party may evoke any remedy available under the License Agreement or by law despite such forbearance or notice.

**Section 6.14 Counterparts**

This License Agreement may be executed in counterparts (whether by facsimile signature, in an email PDF or otherwise), each of which when so executed shall constitute an original and all of which together shall constitute one and the same instrument.

**Section 6.15 Further Assurances**

The parties shall do all such things and provide all such reasonable assurances as may be required to consummate the transactions contemplated hereby, and each party shall provide such further documents or instruments required by any other party as may be reasonably necessary or desirable to effect the purposes of this License Agreement and carry out its provisions.

**Section 6.16 Allocation of Risk**

City acknowledges that the limited warranties, disclaimers and limitations of liability contained in this License Agreement set forth an allocation of risk reflected in the fees and payments due hereunder.


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IN WITNESS WHEREOF the parties hereto have duly executed this License Agreement to be effective as of the date first written above.


**N. HARRIS COMPUTER CORPORATION**

Per: \_\_\_\_\_

  
Name: Peter Fanous  
Title: Executive Vice President

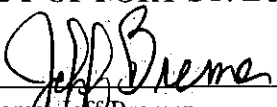
**N. HARRIS COMPUTER CORPORATION**

Per: \_\_\_\_\_

  
Name: Aviva Cohen  
Title: Vice President, Finance

**THE CITY OF PORT ST. LUCIE**

Per: \_\_\_\_\_

  
Name: Jeff Bremer  
Title: Interim City Manager

ATTEST:

By: \_\_\_\_\_

  
City Clerk

**Schedule "A" #20130010**  
**Description of Software**

<b>Software</b>	<b>License Type</b>	<b>Quantity</b>
CIS Infinity	Concurrent User License	50
Infinity.Link	Site License	1

**Required Programs for CIS Infinity\***

Application Server Operating System:

Windows Server 2003 or 2008 with Microsoft Internet Information Service (IIS)

Database Server:

- a) Windows Server 2003 or higher running Microsoft SQL Server 2005 or 2008 or;
- b) Unix/Linux/AIX (any version) and supported Oracle 9i or Higher

Network: Widely accepted network infrastructure utilizing the TCP/IP as its primary communication protocol.

Workstation Operating System: Windows XP or Higher (Vista, Windows 7, Windows 8)

*Recommended Workstation Software:*

Microsoft Office (Word/Excel) 2000 or Higher (XP/2003/2007/2010)

*Optional Workstation Software:*

ESRI MapObjects run time – used for GIS shape file integration (if applicable)

For Dynamics GP Integration

- a) Dynamics GP 10/2010 and eConnect 10/2010 (API)
- b) .NET Framework 3.5 or higher on the workstation running the Dynamics interface/eConnect.
- c) MSDTC is required if the Dynamics GP SQL Server database is older than SQL Server 2008

A comprehensive list of all optional workstation software cannot be provided; it is possible other workstation software may be required for specific client interfaces.

\* All software must be running the latest recommended patches from the respective provider of such software.

**User Permissions**

Each user of CIS:Infinity will require the following rights on the CIS Infinity folder on the network (for example:

\\cisappserver\CISInfinity - for Production

\\Cisappserver\CISTest - for Test

- Read
- Write
- Modify

Each user will require the following rights to the C: drive of the local workstation they are working from:

- Read
- Write
- Modify

### **Required Programs for Infinity.Link\***

Application Server Operating System:

Windows Server 2003 or Higher with Microsoft Internet Information Service (IIS)

Network: Widely accepted network infrastructure utilizing the TCP/IP as its primary communication protocol.

Supported browsers:

- a) Microsoft Explorer 6.0 or higher
- b) FireFox Version 3 or higher
- c) Apple Safari Version 4 or higher
- d) Any of the above browsers that are available on popular smartphones and tablets

\* All software must be running the latest recommended patches from the respective provider of such software.

Internet payment processing and payment clearing is provided, at no extra license fee, for Infinity.Link and applicable CIS:Infinity functionality via the Harris Payment Gateway. An interface to a third party payment provider is considered customized development. The development of a real time third party interface for payment processing to a payment processor other than a Harris Payment Gateway partner or Cybersource is a minimum \$30,000 development fee and an annual maintenance fee of 25%. Based on the actual third party payment interface the fees may be higher.

Costs to interface to the City's existing payment processor, Cybersource, is as outlined in the Software Implementation and Services Agreement, Schedule A - Scope of Work, Section 2.1 – Harris Payment Gateway Interface.

**Schedule "B"**  
**License Fees and Payment Schedule**

License Fees

	Description	Quantity	Cost
<b>License Fees</b>	CIS Infinity – Concurrent User License	50	\$325,000
	Infinity.Link – Site License	1	\$40,000
	<b>Total License Fees</b>		<b>\$365,000</b>

Payment Schedule

1	On execution of this Agreement	\$182,500
2	On completion of installation of CIS Infinity by Harris	\$182,500
	<b>TOTAL</b>	<b>\$365,000</b>

## SOFTWARE IMPLEMENTATION SERVICES AGREEMENT #20130010

THIS AGREEMENT executed this 22 day of March, 2013, by and between the CITY OF PORT ST. LUCIE, FLORIDA, a municipality, duly organized under the laws of the State of Florida, hereinafter called "City" party of the first part, and name N. HARRIS COMPUTER CORPORATION, *1 Antares Drive, Suite 400 Ottawa ON*, Telephone No. (613) 226-5511, Fax No. (613) 226-3377, hereinafter called "Harris", party of the second part.

### NOTICES

Project Manager: City of Port St. Lucie  
Attention: Melissa Murray  
121 SW Port St. Lucie Blvd.  
Port St. Lucie FL 34984  
Telephone # 772 871 5445  
Fax # 772 871 7342  
Email- [mmurray@cityofpsl.com](mailto:mmurray@cityofpsl.com)

Contract Administrator: Cheryl Shanaberger  
City of Port St. Lucie  
121 SW Port St. Lucie Blvd  
Port St. Lucie FL 34984  
Telephone # 772 871 7390  
Fax # 772 871 7337  
Email- [cheryls@cityofpsl.com](mailto:cheryls@cityofpsl.com)

### RECITALS

1. The City wishes retain Harris to perform the Services (as defined herein).
2. The City and Harris agree to enter into three (3) separate agreements each dealing with a separate aspect of the software: a Software License Agreement, a Support and Maintenance Agreement and a Software Implementation Services Agreement.
3. Harris agrees to perform all work pursuant to Harris' response to the City's RFP # 20130010, Utility Billing Customer Information System and all Addenda, which is incorporated herein by this reference.

**NOW THEREFORE**, in consideration of the mutual covenants set out in this Agreement and for other good and valuable consideration (the receipt and sufficiency of which is hereby acknowledged), the parties agree as follows:

## ARTICLE I INTERPRETATION

### 1.1 Definitions

Throughout this Agreement, except as otherwise expressly provided, the following words and expressions shall have the following meanings:

- (a) **“Agreement”** and similar expressions mean this Software Implementation Services Agreement, including all of its Schedules and all instruments supplementing, amending or confirming this Agreement. All references to **“Articles”** or **“Sections”** mean and refer to the specified Article or Section of this Agreement except where a different agreement is explicitly identified.
- (b) **“Change Order”** means any written documentation between the City and Harris evidencing their agreement to change particular aspects of this Agreement.
- (c) **“Completion of Services”** means that the Software is fully operational and performing in conformity with the specifications set out herein. For purposes of this Agreement, Completion of Services will be deemed to have occurred on the date which the City commences using the Software as its predominate business system.
- (d) **“Required Programs”** has the meaning set out in Section 2.3(b) hereof.
- (e) **“Scope of Work”** means the scope of work appended hereto as Schedule “A” delineating, among other things, the Services that will be provided by Harris to City pursuant to this Agreement, as such schedule may be amended or modified by mutual specific written agreement of the parties’ respective representatives from time to time in accordance with the terms of this Agreement.
- (f) **“Services”** has the meaning set out in Section 2.1 hereof.

To the extent that a capitalized word is used in this Agreement, should it not be properly defined in this Agreement then it shall have the meaning attributed to it in the Software License Agreement executed concurrently with this Agreement. Any discrepancy between a defined term in this Agreement and one in the Software License Agreement shall be resolved in favour of the definition in this Agreement, to the extent that there is an inconsistency.

### 1.2 Schedules

The Schedules described below and appended to this Agreement shall be deemed to be integral parts of this Agreement.

Schedule "A" -	Scope of Work
Schedule "B" -	Fee Structure & Payment Schedule
Schedule "C" -	Sample Form Change Order

In the event of any conflict or inconsistency between the terms and conditions in the main body of this Agreement and the terms and conditions in any Schedule, the terms and conditions of the main body of this Agreement shall control.

## ARTICLE II CONSULTING SERVICES

### 2.1 Harris's Services

In order to achieve the Completion of Services, Harris agrees, subject to the terms and conditions of this Agreement, to perform the following services (the "Services") for the City:

- (a) Oversee and implement the conversion from the City's existing software applications to Harris's Software.
- (b) Install the Software and perform necessary set up and configuration operations.
- (c) Provide training.
  - (i) Harris recommends a maximum of ten (10) people in each training class for optimal training. In any training class exceeding ten (10) people, City may be assessed an additional charge for additional instructors.
  - (ii) City is required to make copies of the training manuals required for the training classes either by photocopy or electronic duplication each of which is subject to the restrictions and obligations contained in this Agreement.
  - (iii) On-line reference documentation is delivered with each release. City may print this documentation solely for its internal use.
  - (iv) Cancellation of any on-site Services by City is allowed for any reason if done in writing more than fourteen (14) calendar days in advance of such Services. City will be billed for any non-recoverable direct costs incurred by Harris that result from a cancellation by City with fourteen (14) calendar days or less of scheduled on-site Services. Additionally, City hereby acknowledges that cancellation of on-site Services means that such on-site Services will be rescheduled as Harris's then current schedule permits. Harris is not responsible for any delay in City's project resulting from City's cancellation of Services. If upon Harris arrival, the City is not



adequately prepared or has not completed the assigned tasks for such visit by Harris; then the City will be billed 100% of the on-site fee and scheduled on-site Services can be cancelled by Harris. If additional Services are required because the City was not adequately prepared, Harris will provide a Change Order to the City for the additional Services.

- (d) The Scope of Work describes in greater detail the Services, the method by which the Services shall be performed and other obligations on the part of the two parties. To the extent that the Scope of Work more explicitly details the Services or the obligations of a party, then those details shall prevail over any other document that is less explicit. Any warranties or representations on the part of Harris in the Scope of Work are not binding on Harris and are merely provided for information purposes; the only warranties and representations provided by Harris in respect of the Services and this Agreement are found in Article III.

## 2.2 Performance by Harris

- (a) Manner of Performance -- Harris shall perform the Services in an efficient, competent and timely manner and exercise reasonable care, skill and diligence in the performance thereof.
- (b) Harris's Discretion -- Harris shall determine in its sole discretion the manner and means by which the Services shall be performed, with due consideration of adequate knowledge transfer to the City personnel. Harris will communicate openly with the City on its methodology, manner and means.
- (c) Conduct on City's Premises -- The Services shall be performed with the City's full co-operation, on the premises of the City or, if agreed to by both parties, at an alternative location. Harris agrees, while working on the City's premises, to observe the City's rules and policies relating to the security thereof, access to or use of all or part of the City's premises and any of the City's property, including proprietary or confidential information. Harris agrees that when it is working on the City's premises, its personnel shall observe the City's administrative and ethics codes relating to the security, access or use of all or part of the City's premises and any of the City's property, including proprietary or confidential information.
- (d) Inquiries by City -- Harris shall respond expeditiously to any inquiries pertaining to this Agreement from the City.
- (e) Independence -- As an independent consultant, City retains Harris on an independent contractor basis and not as an employee.

- (f) Coordination of Services -- Harris agrees to work closely with City staff in the performance of Services and shall be available to City's staff, consultants, and other staff at all reasonable times.
- (g) Maintenance and Inspection -- Harris shall maintain complete and accurate records with respect to all costs and expenses incurred under this Agreement. All such records shall be clearly identifiable. Harris shall allow a representative of City, during normal business hours, to examine, audit, and make transcripts or copies of such records and any other documents created, pursuant to the Agreement. Harris shall allow inspection of all work, data, documents, proceedings, and activities related to the agreement for a period of two (2) years from the date of final payment under this Agreement unless Harris is required to maintain such records pursuant to any law or regulation.

### **2.3 Performance by City**

- (a) Co-operation by City -- The City acknowledges that the success and timeliness of the implementation process shall require the active participation and collaboration of the City and its staff and agrees to act reasonably and co-operate fully with Harris to achieve the Completion of Services.
- (b) Required Programs -- The City acknowledges that the use of the Software requires that the City obtain and install additional required software programs (the "Required Programs"), as detailed in Schedule "A" of the Software License Agreement, and the City agrees that the acquisition of the Required Programs shall be at its sole cost and that the cost thereof is not included in the fees herein. The City further acknowledges that the operation of the Software requires the City's hardware to be of sufficient quality, condition and repair, and the City agrees to maintain its hardware in the appropriate quality, condition and repair at its sole cost and expense, in order to facilitate the achievement of Completion of Services. If the City has not properly installed the Required Programs on hardware of sufficient quality, condition and repair, Harris shall have the right to suspend the Services and the related scheduled time frames until these issues have been dealt with by City sufficiently and to Harris's reasonable satisfaction.
- (c) Project Manager -- The City shall appoint a project manager (the "Project Manager") who shall work closely with Harris to facilitate the successful completion of the implementation process and who shall be responsible for supervising the staff of the City and their co-operation with and participation in such process.
- (d) Additional City Obligations

- (i) City shall install all Updates within a reasonable period of time of City's notification of their availability. However, any fix or correction designated as "critical" by Harris shall be implemented by City within thirty (30) business days of notification to the City by Harris of its availability.
- (ii) City shall notify Harris of suspected defects in any of the Software supplied by Harris. City shall provide, upon Harris request, additional data deemed necessary or desirable by Harris to reproduce the environment in which such defect occurred.
- (iii) City shall allow the use of online diagnostics on the Software supplied by Harris to City, if required by Harris during problem diagnosis. City shall provide to Harris, at City's expense, access to the Designated Computer System via the City's firewall to communications software (e.g. PC Anywhere, WebEx, Web Demo).
- (iv) City shall ensure that its personnel are, at relevant stages of the project, educated and trained in the proper use of the Software in accordance with applicable Harris manuals and instructions. If City's personnel are not properly trained as mutually determined by Harris and City, City agrees that such personnel will be trained by Harris or City within fifteen (15) business days of determination. If City desires Harris to perform the required training then Harris shall be compensated in accordance with this Agreement.
- (v) City shall establish proper backup procedures necessary to replace critical City data in the event of loss or damage to such data from any cause. City shall provide Harris with access to qualified functional or technical personnel to aid in diagnosis and to assist in repair of the Software in the event of error, defect or malfunction.
- (vi) City shall have the sole responsibility for:
  - (A) the performance of any tests it deems necessary prior to the use of the Software.
  - (B) assuring proper Designated Computer System installation, configuration, verification, audit controls and operating methods.
  - (C) implementing proper procedures to assure security and accuracy of input and output and restart and recovery in the event of malfunction.

- (D) timely upgrade and keeping current all third party license releases and/or Software products to meet the requirements of the Software.

**ARTICLE III  
REPRESENTATIONS AND WARRANTIES**

**3.1            Warranty**

Harris warrants that the Services will be performed in a professional and diligent manner by personnel who are competent in performing their individual tasks.

Harris shall have no liability hereunder if the City has modified the Software in any manner without the prior written consent of Harris.

**3.2            No Other Warranties**

The express warranties contained above are in lieu of all other representations, warranties and conditions, express or implied, whether arising by statute or otherwise in law or from a course of dealing, or usage of trade. Without limiting the generality of the foregoing, Harris does not represent or warrant and the City acknowledges that there are no further representations or warranties, whether express or implied, including any warranties regarding the merchantability of the Services nor for any outcome.

**ARTICLE IV  
FEES AND PAYMENTS**

**4.1            Fees and Payments**

- (a) The City agrees to pay Harris total fees as delineated in Schedule "B". The fee structure and payment schedule is outlined in the attached Schedule "B". This is a lump sum contract with not to exceed amounts for travel.
- (b) During the term of this Agreement, Harris shall, from time to time, deliver invoices to City. Each proper invoice delivered to City by Harris shall be due and payable 30 business days after receipt thereof by the City. A proper invoice must provide the detail of work completed as per Schedule "B", the contract number and Purchase Order number.
- (c) The City will not reimburse Harris for its direct expenses such as courier services, photocopying, faxing and reproduction. These expenses are to be included within the lump sum costs provided in Schedule "B." The City will pay per diem and

travel expense as identified within this contract at the rates per FS 112.061 as actual cost for lodging, plus the amount listed in Subsection 6(b) of FS 112.061 per diem subsistence allowance, plus the transportation costs as permitted in Subsection 7 of FS 112.061 in relation to jet service, car rental, parking, mileage plus other reasonable costs including travel time of \$600 per round trip. The amount for travel identified in Schedule "B" is a not to exceed amount however; should expenses exceed estimate, Harris will provide City with a Change Order as defined in Section 4.2.

- (d) In the event City fails to pay all or any portion of an invoice on or before ninety (90) business days after the date it becomes due, in addition to all other remedies Harris has under this Agreement or otherwise, Harris shall have the option to suspend or terminate all Services under this Agreement. Suspension or termination of any such Services shall not relieve the City of its obligation to pay its outstanding invoices, including any applicable late charges.
- (e) Harris shall be responsible for paying all taxes, fees, assessments and premiums of any kind payable on its employees and operations. Any tax Harris may be required to collect or pay upon the delivery of the Services described in this Agreement shall be paid by City and are excluded from the and such sums shall be due and payable to Harris upon receipt of an invoice therefore. Any taxes levied after delivery of the Services described in this Agreement shall be paid by City.

#### **4.2 Change Orders-**

With respect to any proposed changes to the Services defined by this Agreement that do not materially impact the scope of either party's work effort required under this Agreement, the parties will cooperate in good faith to execute Change Orders in respect thereof, and will not unreasonably withhold approval of such proposed changes. If either party causes or requests a change that, in the reasonable opinion of the other party, materially impacts the scope of the parties' work effort required under this Agreement, such as, but not limited to, changes in the allocation of the resources of the City and of Harris applied to a task, changes in completion schedules for individual tasks or for overall implementation, and changes in staffing that require a party to provide additional work hours, the other party may propose a change to cover the additional work effort required of it. Approval of any such proposed changes will not be unreasonably withheld (it being acknowledged that any such material changes may require modifications to the consideration paid, and timelines governing, the Services), and any disputes regarding changes shall be handled initially by discussions between the parties which will be convened in good faith by the parties to resolve any such matters in dispute. A sample change order is presented in Schedule "C"

**ARTICLE V  
REMEDIES AND LIABILITY**

**5.1 Remedies and Liability**

- (a) Termination of this Agreement shall not affect any right of action of either party arising from anything which was done or not done, as the case may be, prior to the termination taking effect.
- (b) The City and Harris recognize that circumstances may arise entitling the City to damages for breach or other fault on the part of Harris arising from this Agreement. The parties agree that in all such circumstances the City's remedies and Harris's liabilities will be limited as set forth below and that these provisions will survive notwithstanding the termination or other discharge of the obligations of the parties under this Agreement.
  - (i) EXCEPT FOR DAMAGES ARISING OUT OF (a) EITHER PARTY'S BREACH OF ITS CONFIDENTIALITY OBLIGATIONS, (b) HARRIS'S INTENTIONAL MISREPRESENTATION, GROSS NEGLIGENCE OR WILLFUL MISCONDUCT, (c) INJURY OR DEATH TO PERSONS OR (d) DAMAGE TO TANGIBLE OR REAL PROPERTY, BOTH PARTIES AGREE THAT HARRIS'S LIABILITY (UNDER BREACH OF CONTRACT, NEGLIGENCE, STRICT LIABILITY OR OTHERWISE), IF ANY, FOR ANY DAMAGES RELATING TO THIS AGREEMENT SHALL NOT EXCEED THE FEES PAID TO HARRIS BY THE CITY IN CONNECTION WITH THIS AGREEMENT.
  - (ii) IN ADDITION TO THE FOREGOING, NEITHER PARTY SHALL BE LIABLE FOR CONSEQUENTIAL, INCIDENTAL, INDIRECT, SPECIAL OR OTHER DAMAGES OF ANY KIND, INCLUDING BUT NOT LIMITED TO LOST REVENUE, LOSS OF DATA OR LOSS OF PROFITS, EVEN IF SUCH OTHER PARTY HAS BEEN ADVISED OF THE LIKELIHOOD OF THE OCCURRENCE OF SUCH DAMAGES AND NOTWITHSTANDING ANY FAILURE OF ESSENTIAL PURPOSE OF ANY LIMITED REMEDY.
  - (iii) CLAUSES (i) AND (ii) SHALL APPLY IN RESPECT OF ANY CLAIM, DEMAND OR ACTION BY A PARTY IRRESPECTIVE OF THE NATURE OF THE CAUSE OF ACTION UNDERLYING SUCH CLAIM, DEMAND OR ACTION, INCLUDING, BUT NOT LIMITED TO, BREACH OF CONTRACT OR TORT.

**5.2**            **Intent**

The parties agree that the limitation of liability as set out in Section 5.1 above shall apply under any circumstances (including as a result of a default under this Agreement, a tort related claim or breach of contract). For the purposes of Section 5.1 only, a party relying on the limitation of liability shall be deemed to include that party's shareholders, directors, officers, employees, elected officials and affiliates.

**5.3**            **Remedies**

Where remedies are expressly afforded by this Agreement, such remedies are intended by the parties to be the sole and exclusive remedies of the City for liabilities of Harris arising out of or in connection with this Agreement, notwithstanding any remedy otherwise available at law or in equity.

**ARTICLE VI  
INDEMNITY**

**6.1**            **Indemnity**

Harris shall indemnify and save harmless the City, its successors and assigns together with its officers, directors, employees, agents and those for whom it is in law responsible, from and against any and all liabilities, damages, costs, expenses, causes of action, claims, suits, proceedings and judgments (collectively "Claims") which they may incur or suffer or be put to by reason of or in connection with or arising directly from any material breach, violation or non-performance by Harris of any obligation contained in this Agreement to be observed or performed by Harris, or any wrongful act or negligence of Harris or its agents or employees which relates to this Agreement, howsoever arising. Harris acknowledges and agrees that this indemnity shall survive any termination of this Agreement. Harris shall not be responsible for any Claims resulting, in whole or in part, from the acts or omissions of City, its employees, consultants or agents or any third party.

The City shall indemnify and save harmless Harris, its successors and assigns together with its officers, directors, employees, agents and those for whom it is in law responsible, only from and against any and all liabilities, damages, costs, expenses, causes of action, claims, suits, proceedings and judgments, including reasonable attorneys' fees, expert fees and costs (collectively "Claims") which they may incur or suffer or be put to by reason of or in connection with or arising from any material breach, violation or non-performance by the City of any obligation contained in this Agreement to be observed or performed by the City, or any wrongful act or negligence of the City or its agents or employees which relates to this Agreement, howsoever arising. The City acknowledges and agrees that this indemnity shall survive any termination of this Agreement. The City shall not be responsible for any Claims

resulting, in whole or in part, from the acts or omissions of Harris, its employees, consultants or agents or any third party.

## **ARTICLE VII GENERAL**

### **7.1 Force Majeure**

Neither party shall be liable for delay or failure in performance resulting from acts beyond the control of such party including, but not limited to, acts of God, acts of war or of the public enemy, riots, fire, flood, or other natural disaster, acts of government, strike, walkout, communication line or power failure, failure in operability or destruction of the City's computer (unless by reason of the negligence of a party to this Agreement) or failure or inoperability of any software other than the Software. Any applicable delivery schedule shall be extended by a period of time equal to the time lost because of any such delay.

### **7.2 Confidentiality**

- (a) Duty Owed to the City -- Harris acknowledges that it may receive information from the City or otherwise in connection with this Agreement or the performance of the Services. Except for information in the public domain, unless such information falls into the public domain by disclosure or other acts of the City or through the fault of the City, Harris agrees:
- (i) to maintain this information in confidence;
  - (ii) not to use this information other than in the course of this Agreement;
  - (iii) not to disclose or release such information except on a need-to-know only basis;
  - (iv) not to disclose or release such information to any third person without the prior written consent of the City, except for authorized employees or agents of Harris; and
  - (v) to take all appropriate action, whether by instruction, agreement or otherwise, to ensure that third persons with access to the information under the direction or control or in any contractual privity with Harris, do not disclose or use, directly or indirectly, for any purpose other than for performing the Services during or after the term of this Agreement, any material or information, including the information, without first obtaining the written consent of the City.



### 7.3

#### Termination

- (a) Except for those terms that explicitly survive the expiration or termination of this Agreement, this Agreement shall expire upon the Completion of Services. The parties may at any time revive this Agreement so that it may be used in relation to a new Scope of Work.
- (b) If Harris should neglect to perform the Services properly or otherwise fail to comply with the requirements of this Agreement, the City must notify Harris in writing of such default (a "Default Notice"). Upon receipt of a Default Notice, Harris must either correct the default at no additional cost to the City, or issue a written notice of its own disputing the alleged default, in either case within thirty (30) calendar days immediately following receipt of a Default Notice. If Harris fails to correct the default, or issue a notice disputing the alleged default, in either case within ninety (90) calendar days following receipt of the Default Notice, the City may terminate the whole of this Agreement or the part of this Agreement relating to the provision of Services and in such case will be responsible for payment to Harris of only that part of the fee earned by Harris for those Services performed up to the time of communication of such notice of termination to Harris.
- (c) If the City should fail to comply with its obligations under this Agreement, Harris must notify the City in writing of such default (a "Default Notice"). Upon receipt of a Default Notice, the City must correct the default at no additional cost to Harris, or issue a written notice of its own disputing the alleged default, in either case within thirty (30) calendar days immediately following receipt of a Default Notice. If the City fails to correct the default, or issue a notice disputing the alleged default, in either case within ninety (90) calendar days following receipt of the Default Notice, Harris may terminate the whole of this Agreement and in such case the City will be responsible for payment to Harris of only that part of the fee earned by Harris for that part of the Services performed in accordance with this Agreement up to the time of communication of such notice of termination to the City.
- (d) The termination of this Agreement prior to the Completion of Services shall result in the concurrent termination of the Support and Maintenance Agreement and of the Software License Agreement. The termination or expiration of this Agreement following the Completion of Services shall not affect the rights of either party in either the Support and Maintenance Agreement or the Software License Agreement.

#### 7.4 Mediation

The parties agree to submit any claim, controversy or dispute arising out of or relating to this Agreement or the relationship created by this Agreement to non-binding mediation before bringing a claim, controversy or dispute in a court or before any other tribunal. The mediation is to be conducted by either an individual mediator or a mediator appointed by mediation services mutually agreeable to the parties. The mediation shall take place at a time and location which is also mutually agreeable; provided; however, in no event shall the mediation occur later than ninety (90) calendar days after either party notifies the other of its desire to have a dispute be placed before a mediator. Such mediator shall be knowledgeable in software system agreements. The costs and expenses of mediation, including compensation and expenses of the mediator (and except for the attorneys fees incurred by either party), is to be shared by the parties equally. If the parties are unable to resolve the claim, controversy or dispute within ninety (90) calendar days after the date either party provides the other notice of mediation, then either party may bring and initiate a legal proceeding to resolve the claim, controversy or dispute unless the time period is extended by a written agreement of the parties.

#### 7.5 Addresses for Notice

Any notice required or permitted to be given to any party to this Agreement shall be given in writing and shall be delivered personally, mailed by prepaid registered post or sent by facsimile to the appropriate address or facsimile number set out below. Any such notice shall be conclusively deemed to have been given and received on the day on which it is delivered or transmitted (or on the next succeeding business day if delivered or received by facsimile after 5:00 p.m. local time on the date of delivery or receipt, or if delivered or received by facsimile on a day other than a business day), if personally delivered or sent by facsimile or, if mailed, on the third business day following the date of mailing, and addressed, in the case of Harris, to:

N. HARRIS COMPUTER CORPORATION  
1 Antares Drive, Suite 400  
Ottawa, Ontario K2E 8C4  
Attention: CEO  
Telephone: 613-226-5511, extension 2149

and in the case of the City, to: Cheryl Shanaberger  
City of Port St. Lucie  
121 SW Port St. Lucie Blvd  
Port St. Lucie FL 34984  
Telephone #772 871 7390  
Fax # 772 871 7337  
Email [cheryls@cityofpsl.com](mailto:cheryls@cityofpsl.com)

Copy to: City Attorney

121 SW Port St. Lucie Blvd  
Port St. Lucie FL 34984  
Telephone #772 871 5255  
Fax # 772 344 4298

Each party may change its particulars respecting notice, by issuing notice to the other party in the manner described in this Section 7.5.

**7.6 Assignment**

Neither party may assign any of its rights or duties under this Agreement without the prior written consent of the other party, such consent not to be unreasonably withheld, except that either party may assign to a successor entity in the event of its dissolution, acquisition, sale of substantially all of its assets, merger or other change in legal status. The Agreement shall inure to the benefit of and be binding upon the parties to this Agreement and their respective successors and permitted assigns.

**7.7 Reorganization**

The City acknowledges that where a "Reorganization" occurs as that term is defined in the Software License Agreement, the same provisions related thereto shall apply to this Agreement. The application of a Reorganization may result in a change in the fees provided for in these provisions.

**7.8 Entire Agreement**

This Agreement shall constitute the entire agreement between the parties hereto with respect to the matters covered herein. No other agreements, representations, warranties or other matters, oral or written, purportedly agreed to or represented by or on behalf of Harris by any of its employees or agents, or contained in any sales materials or brochures, shall be deemed to bind the parties hereto with respect to the subject matter hereof. City acknowledges that it is entering into this Agreement solely on the basis of the representations contained herein.

**7.9 Section Headings**

Section and other headings in this Agreement are for reference purposes only, and are in no way intended to describe, interpret, define or limit the scope or extent of any provision hereof.

**7.10 Governing Law**

This Agreement shall be governed by the laws of the State in which City is located.

**7.11 Trial by Jury**

City and Harris hereby waive, to the fullest extent permitted by applicable law, the right to trial by jury in any action, proceeding or counterclaim filed by any party, whether in contract, tort or otherwise, relating directly or indirectly to this Agreement or any acts or omissions of Harris in connection therewith or contemplated thereby.

**7.12 Invalidity**

The invalidity or unenforceability of any provision or covenant contained in this Agreement shall not affect the validity or enforceability of any other provision or covenant herein contained and any such invalid provision or covenant shall be deemed to be severable.

**7.13 Waiver**

A term or condition of this Agreement may be waived or modified only by written consent of both parties. Forbearance or indulgence by either party in any regard shall not constitute a waiver of the term or condition to be performed, and either party may evoke any remedy available under the Agreement or by law despite such forbearance or notice.

**7.14 Counterparts**

This Agreement may be executed in counterparts (whether by facsimile or PDF signature or otherwise), each of which when so executed shall constitute an original and all of which together shall constitute one and the same instrument.

**7.15 Survival**

Section 4.1 and Articles V and VII shall survive the termination and/or expiration of this Agreement.

**7.16 Competitive Bid**

City has conducted a competitive evaluation and has concluded such efforts with this negotiated Agreement (including any addenda hereto); therefore, this Agreement may serve as the basis for similar agreements whereby other entities may contract separately with Harris. City agrees that Harris may disclose all or any portion of this Agreement to any of its current or prospective customers.

**7.17 Further Assurances**

The parties shall do all such things and provide all such reasonable assurances as may be required to consummate the transactions contemplated hereby, and each party shall

provide such further documents or instruments required by any other party as may be reasonably necessary or desirable to effect the purposes of this Agreement and carry out its provisions.

**7.18            Performance Bond**

Harris shall furnish an acceptable Performance Bond in the amount of 100% of the Software License fee of \$385,000 USD within thirty (30) business days of the effective date of this Agreement.


Prior to exercising its right to call the Bond, the City shall notify Harris in writing, specifying in reasonable detail the reason for the claimed breach, as soon as practicable after discovery of the breach. The Vendor shall have ninety (90) business days to cure the alleged breach or issue a notice disputing the alleged breach provided, however, that in the event that the breach cannot be cured within ninety (90) business days, Harris shall provide a written corrective action plan acceptable to the City within thirty (30) business days of notification of breach.

The City will release the Bond to Harris at the Completion of Services.


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**IN WITNESS WHEREOF** the parties hereto have duly executed this Software Implementation Services Agreement to be effective as of the date first written above

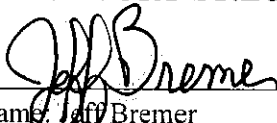
**N. HARRIS COMPUTER CORPORATION**

Per:   
Name: Peter Panous  
Title: Executive Vice President

**N. HARRIS COMPUTER CORPORATION**

Per:   
Name: Aviva Cohen  
Title: Vice President, Finance

**THE CITY OF PORT ST. LUCIE**

Per:   
Name: Jeff Bremer  
Title: Interim City Manager

ATTEST:

By:   
City Clerk

**Schedule "A"**  
**Scope of Work**

**Schedule "B"**  
**Fee Structure and Payment Schedule**

The total Services fees payable under this Software Implementation Services Agreement are \$759,500.00, inclusive of travel related expenses and performance bond costs. Amount is not inclusive of those elements which are specifically excluded as described in the Software Implementation Services Agreement. The fees shall be paid in the following manner as delineated below:



	Description	Quantity/ Hours	Cost
<b>Services Fees</b>	Project Management	600	\$90,000
	Discovery	400	\$60,000
	Data Conversion	500	\$75,000
	Configuration	1300	\$195,000
	Training	600	\$90,000
	Interfaces	100	\$15,000
	Modifications	200	\$30,000
	Custom Reports	240	\$36,000
	Infinity.Link	150	\$22,500
	Post Live Support	240	\$36,000
		<b>Total Implementation Service Fees</b>	<b>4330</b>
<b>Estimated Not to Exceed Travel Related Expenses</b>	If it is anticipated that expenses will exceed estimate, Harris will provide City with a Change Order as defined in Section 4.2 of the Software Implementation Services Agreement.		<b>\$100,000</b>
<b>Performance Bond</b>	Cost of performance bond for 100 % of total software license fees (\$365,000).		<b>\$10,000</b>
	<b>Total</b>		<b>\$759,500</b>

Performance Bond Payment Milestone

Fees for the Performance Bond will be invoiced and payable following issuance of the bond by Harris. Performance Bond to will be released by the CITY at the Completion of Services.

Implementation Service Fees Payment Milestones

CITY will be billed monthly by Advanced for milestones completed during the month. The service fees milestones are as follows:

Reference	Milestone – CITY will be billed monthly for all milestones completed during the month (i.e., one invoice per month).	Invoice Amount	Estimated Month of Completion
MP1	Project Management Month 1	\$ 18,000	Apr-13
MP2	Project Management Month 2	\$ 6,000	May-13
MP3	Project Management Month 3	\$ 6,000	Jun-13
MP4	Project Management Month 4	\$ 6,000	Jul-13
MP5	Project Management Month 5	\$ 6,000	Aug-13
MP6	Project Management Month 6	\$ 6,000	Sep-13
MP7	Project Management Month 7	\$ 6,000	Oct-13
MP8	Project Management Month 8	\$ 6,000	Nov-13
MP9	Project Management Month 9	\$ 6,000	Dec-13
MP10	Project Management Month 10	\$ 6,000	Jan-14
MP11	Project Management Month 11	\$ 6,000	Feb-14
MP12	Project Management Month 12	\$ 6,000	Mar-14
MP13	Project Management Month 13	\$ 6,000	Apr-14
MP14	Installation of CIS Infinity Sign off	\$ 7,500	May-13
MP15	Delivery of Functional Discovery Workshops	\$ 50,000	Jun-13
MP16	Functional Discovery Document Signoff	\$ 10,000	Aug-13
MP17	Delivery of Data Conversion Workshop	\$ 10,000	Jul-13
MP18	Data Conversion Plan Sign off	\$ 15,000	Aug-13

Reference	Milestone – CITY will be billed monthly for all milestones completed during the month (i.e. one invoice per month).	Invoice Amount	Estimated Month of Completion
MP19	Interface & Modification Workshop	\$ 10,000	Jul-13
MP20	Functional & Technical Specification Signoff	\$ 10,000	Sep-13
MP21	Mock - up of Custom Report Signoff	\$ 10,000	Aug-13
MP22	Initial Configuration Rollout	\$ 50,000	Sep-13
MP23	Completion of Core Team Training	\$ 30,000	Sep-13
MP24	Data Refresh #2 Load (Functional Testing)	\$ 15,000	Oct-13
MP25	Functional Testing Sign off	\$ 40,000	Nov-13
MP26	Custom Reports Completion & Signoff	\$ 26,000	Oct-13
MP27	Data Refresh # 3 Load (ITC #1)	\$ 15,000	Nov-13
MP28	Integration Testing Cycle 1 Sign off	\$ 30,000	Dec-13
MP29	Deployment of Interfaces & Modifications	\$ 25,000	Mar-14
MP30	Data Refresh # 4 Load (ITC #2)	\$ 10,000	Jan-14
MP31	Integration Testing Cycle 2 Signoff	\$ 30,000	Feb-14
MP32	Data Refresh # 5 Load (UAT)	\$ 10,000	Mar-14
MP33	User Acceptance Testing Sign off	\$ 30,000	Apr-14
MP34	Completion of Week 3 End User Training	\$ 20,000	Nov-13
MP35	Completion of Week 6 End User Training	\$ 20,000	Dec-13

Reference:	Milestone – CITY will be billed monthly for all milestones completed during the month (i.e. one invoice per month):	Invoice Amount	Estimated Month of Completion
MP26	Completion of Week 9 End User Training	\$ 20,000	Dec-13
MP37	Go Live	\$ 30,000	May-14
MP38	Completion of Post-Live Support	\$ 36,000	Aug-14
	<b>Totals</b>	<b>\$ 649,500</b>	

Schedule "C"  
Sample Form Change Order

**Change Order**

**(a) Contact & General Information**

<b>Client</b> _____	<b>Date</b> _____
<b>Client</b> _____	
<b>Contact</b> _____	<b>Software</b> _____
	<b>Application</b> _____
<b>Client Email</b> _____	

(b)

**(c) Description of Work**

**Attachments:**

**(d) Client Approval**

000		\$0.00
<b>Chargeable Hours</b>	<b>Rate</b>	<b>Amount</b>
000	000	
<b>Non-Chargeable Hours</b>	<b>Total Hours</b>	

**Client Signature**

**Date**

Your signature serves as an acceptance of the "Amount" listed above as it relates to the description of work contained in this Change Order. Your signature also indicates you have reviewed and agree to the scope of work as detailed in any accompanying enclosures or attachments. This signed document indicates that you have provided all of the accurate information necessary to produce the work as stated in the above Change Order.

**(e) Internal Use Only**

Customer # _____	Application # _____	Originated by # _____	PO# 0000000
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## SUPPORT AND MAINTENANCE AGREEMENT #20130010

**THIS AGREEMENT** executed this 22 day of March, 2013, by and between the CITY OF PORT ST. LUCIE, FLORIDA, a municipality, duly organized under the laws of the State of Florida, hereinafter called "City" party of the first part, and name N. HARRIS COMPUTER CORPORATION, 1 Antares Drive, Suite 400 Ottawa ON, Telephone No: (613) 226-5511, Fax No. (613) 226-3377, hereinafter called "Harris", party of the second part.

### NOTICES

Project Manager: City of Port St. Lucie  
Attention: Melissa Murray  
121 SW Port St. Lucie Blvd  
Port St. Lucie FL 34984  
Telephone # 772 871 5445  
Fax # 772 871 7342  
Email - [mmurray@cityofpsl.com](mailto:mmurray@cityofpsl.com)

Contract Administrator: Cheryl Shanaberger  
City of Port St. Lucie  
121 SW Port St. Lucie Blvd  
Port St. Lucie FL 34984  
Telephone # 772 871 7390  
Fax # 772 871 7337  
Email - [cheryls@cityofpsl.com](mailto:cheryls@cityofpsl.com)

### RECITALS

1. Harris owns the Software which has been licensed to City pursuant to a Software License Agreement;
2. The City wishes to receive support and maintenance services related to the Software;
3. Harris shall provide the support and maintenance services related to the Software;
4. The City and Harris are entering into three (3) separate agreements with each dealing with a separate aspect of the Software: a Software License Agreement, a Support and Maintenance Agreement and a Software Implementation Services Agreement.
5. Harris agrees to perform all work pursuant to Harris' response to the City's RFP # 20130010, Utility Billing Customer Information System and all Addenda, which is incorporated herein by this reference.

**NOW THEREFORE**, in consideration of the mutual covenants set out in this support and maintenance agreement (the "Support and Maintenance Agreement") and for other good and valuable consideration (the receipt and sufficiency of which is hereby acknowledged), the parties agree as follows:

1. Unless otherwise defined herein, all defined terms used herein shall have the meaning ascribed to them in the Software License Agreement (the "License Agreement").
2. This Support and Maintenance Agreement is the exclusive statement of the entire support and maintenance agreement between Harris and City.
3. Harris shall provide software support primarily via telephone and electronic mail in addition to site visits only when necessary. The support services will be provided only during the hours of operation as described in Exhibit 2 hereto and which are in effect as of the Start Date (as defined below), as such services may, at Harris's sole discretion, be modified or supplemented from time to time. To enable Harris to provide effective support, the City will establish auto remote access procedures compatible with Harris's then current practices which may be revised over time.
4. This Support and Maintenance Agreement becomes effective the date the Software is installed (the "Start Date").
5. In consideration for the support services specified in Section 2, City shall pay the "Support and Maintenance Fee" as detailed in Exhibit 1 below. The Support and Maintenance Fee will be billed annually in advance beginning on October 1, 2013 and thereafter each following year. Harris may change the Support and Maintenance Fee from time to time in relation to each renewal term with agreement by both parties but the City shall only be billed once per year.
6. *Intentionally Left Blank*
7. Harris shall supply all Upgrades to City at no additional charge other than the payment of the Support and Maintenance Fee. Upgrades may require additional services to be performed by Harris outside of the scope of those services provided by Harris as described in Section 8 including additional training not covered by the Software Implementation Services Agreement and professional services for the installation and implementation of the Upgrade. Performance of said services must be approved by the City prior to the start of any work by Harris. Services will be subject to the Harris's then-prevailing policies, terms and billable fees related to pricing and hourly rates. The City will pay per diem and travel expense as identified within this contract at the rates per FS 112:061 as actual cost for lodging, plus the amount listed in Subsection 6(b) of FS 112:061 per diem subsistence allowance, plus the transportation costs as permitted in Subsection 7 of FS 112:061 in relation to jet service, car rental, parking, mileage plus other reasonable costs including travel time of \$600 per round trip.
8. All Updates of the Software and all those services listed in Exhibit 2 which are included as part of City's Software support will be made available to City at no additional charge other than the payment of the Support and Maintenance Fee.
9. All payments hereunder shall be in U.S. dollars and shall be net of any taxes, tariffs or other governmental charges. Harris shall be responsible for paying all taxes, fees,



assessments and premiums of any kind payable on its employees and operations. Any tax Harris may be required to collect or pay upon the sale, use or delivery of the support and maintenance services described in this Support and Maintenance Agreement shall be paid by City and such sums shall be due and payable to Harris 30 business days after receipt of a proper invoice. Any taxes levied in relation to the services required for a Release shall be paid by City.

10. The initial term of this Support and Maintenance Agreement shall be for five years beginning on October 1, 2013 and ending September 30, 2018. Thereafter, this Support and Maintenance Agreement shall automatically renew on an annual basis, unless terminated by either party upon giving to the other not less than 90 business days' notice in writing prior to the end of the initial term or any subsequent anniversary of such date. City shall pay the then prevailing Support and Maintenance Fee in advance for each term of the Support and Maintenance Agreement and where the notice of non-renewal has not been provided in accordance with these terms, the City is obliged to pay the Support and Maintenance Fee for the then applicable term. The termination of this Support and Maintenance Agreement by City shall not affect the License or the Software License Agreement. Harris shall neither refund any Support and Maintenance Fees nor any billable fees if this Support and Maintenance Agreement is terminated. City acknowledges that if this Support and Maintenance Agreement is terminated, then it will not be eligible to receive the benefits of this Support and Maintenance Agreement including the right to Releases or to access the source code in escrow upon the occurrence of any Event of Default.
11. Title to and ownership of all proprietary rights in the Releases and all related proprietary information supplied by Harris in providing the services pursuant to this Support and Maintenance Agreement shall at all times remain with Harris, and City shall acquire no proprietary rights by virtue of this Support and Maintenance Agreement.
12. Harris shall have the right to terminate this Support and Maintenance Agreement immediately if:
  - (a) City attempts to assign this Support and Maintenance Agreement or any of its rights hereunder, or undergoes a Reorganization, without complying with the License Agreement; or
  - (b) City has not paid a proper invoice within ninety business (90) days of the start of a renewal term.
13. Unless otherwise agreed to by the parties, all notices required hereunder shall be made in accordance with the provisions of the License Agreement.
14. Either party's lack of enforcement of any provision in this Support and Maintenance Agreement in the event of a breach by the other shall not be construed to be a waiver of any such provision and the non-breaching party may elect to enforce any such provision in the event of any repeated or continuing breach by the other.

15. The parties agree that the terms and conditions contained herein shall prevail notwithstanding any variations on any orders, e-mails or other correspondence submitted by City.
16. The particular provisions of this Support and Maintenance Agreement shall be deemed confidential in nature and neither City nor Harris shall divulge any of its provisions as set forth herein to any third party except as may be required by law.
17.
  - (a) Termination of this Support and Maintenance Agreement shall not affect any right of action of either party arising from anything which was done or not done, as the case may be, prior to the termination taking effect.
  - (b) The City and Harris recognize that circumstances may arise entitling the City to damages for breach or other fault on the part of Harris arising from this Support and Maintenance Agreement. The parties agree that in all such circumstances the City's remedies and Harris's liabilities will be limited as set forth below and that these provisions will survive notwithstanding the termination or other discharge of the obligations of the parties under this Support and Maintenance Agreement.
  - (c) FOR BREACH OR DEFAULT BY HARRIS OR OTHERWISE IN CONNECTION WITH THIS SUPPORT AND MAINTENANCE AGREEMENT, INCLUDING A BREACH OR DEFAULT ENTITLING THE CITY TO RESCIND OR BE DISCHARGED FROM THE PROVISIONS OF THIS SUPPORT AND MAINTENANCE AGREEMENT, THE CITY'S EXCLUSIVE REMEDY, IN ADDITION TO ELECTING IF SO ENTITLED TO RESCIND OR BE DISCHARGED FROM THE PROVISIONS OF THIS SUPPORT AND MAINTENANCE AGREEMENT, SHALL BE PAYMENT BY HARRIS OF THE CITY'S DIRECT DAMAGES TO A MAXIMUM AMOUNT EQUAL TO, AND HARRIS SHALL IN NO EVENT BE LIABLE IN EXCESS OF, THE AMOUNT OF FEES ACTUALLY PAID BY THE CITY TO HARRIS UNDER THIS SUPPORT AND MAINTENANCE AGREEMENT DURING THE THEN-CURRENT TERM OF THE SUPPORT AND MAINTENANCE AGREEMENT UP TO AND INCLUDING THE DATE OF TERMINATION.
  - (d) IN NO EVENT SHALL ANY DAMAGES INCLUDE, NOR SHALL HARRIS BE LIABLE FOR, ANY SPECIAL, INDIRECT OR CONSEQUENTIAL DAMAGES EVEN IF HARRIS HAS BEEN ADVISED OF THE POSSIBILITY THEREOF. WITHOUT LIMITING THE GENERALITY OF THE FOREGOING, HARRIS SHALL NOT BE LIABLE FOR LOST PROFITS, LOST BUSINESS REVENUE, FAILURE TO REALIZE EXPECTED SAVINGS, OTHER COMMERCIAL OR ECONOMIC LOSS OF ANY KIND, OR FOR ANY CLAIM WHATSOEVER AGAINST THE CITY BY ANY OTHER PARTY.
  - (e) CLAUSES (i) AND (ii) SHALL APPLY IN RESPECT OF ANY CLAIM, DEMAND OR ACTION BY THE CITY IRRESPECTIVE OF THE NATURE OF THE CAUSE OF ACTION UNDERLYING SUCH CLAIM, DEMAND OR

ACTION, INCLUDING, BUT NOT LIMITED TO, BREACH OF CONTRACT OR TORT.

18. The parties hereby confirm that the waivers and disclaimers of liability, releases from liability, limitations and apportionments of liability, and exclusive remedy provisions expressed throughout this Support and Maintenance Agreement shall apply even in the event of default, negligence (in whole or in part), strict liability or breach of contract of the person released or whose liability is waived, disclaimed, limited, apportioned or fixed by such remedy provision, and shall extend to such person's affiliates and to its shareholders, directors, officers, employees and affiliates.
19. Where remedies are expressly afforded by this Support and Maintenance Agreement, such remedies are intended by the parties to be the sole and exclusive remedies of the City for liabilities of the Harris arising out of or in connection with this Support and Maintenance Agreement, notwithstanding any remedy otherwise available at law or in equity.
20. The City will enter into an escrow arrangement with Harris.:
  - (i) City shall be presented with the standard escrow beneficiary enrolment document for participation in Harris's source code escrow arrangement with an escrow agent (the "**Escrow Arrangement**").
  - (ii) By entering into this Escrow Arrangement, the City shall have all the rights as stipulated in the escrow agreement together with those rights which are more specifically outlined in Schedule "A", Escrow Terms, which shall form part of this Support and Maintenance Agreement in accordance with the terms of Schedule "A".
21. This Support and Maintenance Agreement shall be governed by the laws of the State of Florida, United States of America. This Support and Maintenance Agreement may not be assigned by the City unless, concurrently with any such assignment, the City assigns its rights under, and complies with the provisions of the License Agreement.
22. This Support and Maintenance Agreement shall be binding upon the successors and assigns of the parties and enure to the benefit of the successors and permitted assigns of the parties.
23. The invalidity or unenforceability of any provision or covenant contained in this Support and Maintenance Agreement shall not affect the validity or enforceability of any other provision or covenant herein contained and any such invalid provision or covenant shall be deemed to be severable.
24. This Support and Maintenance Agreement may be executed in counterparts (whether by facsimile signature or in PDF format via e-mail or otherwise), each of which when so executed shall constitute an original and all of which together shall constitute one and the same agreement.

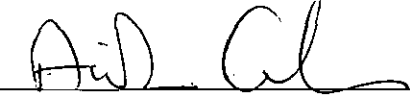
**IN WITNESS WHEREOF**, the Parties have executed this Support and Maintenance Agreement to be effective as of the date first written above.

**N. HARRIS COMPUTER CORPORATION**

Per: \_\_\_\_\_

  
Name: Peter Fanous  
Title: Executive Vice President

Per: \_\_\_\_\_

  
Name: Aviva Cohen  
Title: Vice President, Finance

**THE CITY OF PORT ST. LUCIE**

Per: \_\_\_\_\_

  
Name: Jeff Bremer  
Title: Interim City Manager

ATTEST:

By: \_\_\_\_\_

  
City Clerk

## Schedule "A"

### Escrow Terms

Where the City has agreed to be a beneficiary of the Escrow Agreement (as defined below) by entering into the Escrow Arrangement, the following sections shall apply to the Support and Maintenance Agreement upon the execution of the Escrow Arrangement.

- (a) Harris and Lincoln-Parry (the "**Escrow Agent**") have entered into an escrow agreement (the "**Escrow Agreement**"). The Source Code is provided by Harris to the Escrow Agent pursuant to the terms of this Agreement. The City has a right to the Source Code pursuant to the provisions of this Schedule and the Escrow Agreement as it has agreed to participate in the Escrow Arrangement and is a beneficiary because the City has completed the Escrow Arrangement document. Harris agrees that if an "Event of Default" occurs, then the City shall have the right to one copy of the most current version of the Source Code for the affected Software and associated Documentation.
- (b) An **Event of Default** is defined as and shall be deemed to have occurred if Harris: (1) ceases to market or make available maintenance or support services for the Software during a period in which the City is entitled to receive or to purchase, or is receiving or purchasing, such maintenance and support and Harris has not promptly cured such failure despite the City's demand that Harris make available or perform such maintenance and support, (2) becomes insolvent, executes an assignment for the benefit of creditors, or becomes subject to bankruptcy or receivership proceedings, and it continues to be subject to bankruptcy proceedings ninety (90) days following either its application into bankruptcy protection or the commencement of such proceedings, or (3) has transferred all or substantially all of its assets or obligations set forth in this Agreement to a third party which has not assumed all of the obligations of Harris set forth in this Agreement.
- (c) Harris will promptly and continuously update and supplement the Source Code as necessary with all corrections, improvements, updates, releases, or other changes developed for the Software and Documentation. Such Source Code shall be in a form suitable for reproduction and use and shall consist of a full source language statement of the program or programs comprising the Software.
- (d) The governing License for the Software includes the right to use Source Code received under this Schedule as necessary to modify, maintain, and update the Software but for no other purposes outside the normal business operations of the City.
- (e) The termination of the Support and Maintenance Agreement shall immediately end the City's rights as a beneficiary under the Escrow Agreement and Escrow Arrangement, as applicable.
- (f) This Schedule "A" shall form part of the Support and Maintenance Agreement only where an Escrow Arrangement is entered into by the parties. The Escrow

Agreement provides that either the Escrow Agent or Harris will annually send notices to the City of the Escrow Agent's continued possession of the Source Code and will also state the activity related to the Source Code provided to the Escrow Agent by Harris for the previous year. The Escrow Agreement cannot be terminated without the consent of each beneficiary (licensee) of the Escrow Agreement.

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**Exhibit 1**  
**Annual Support and Maintenance Fee**

Year 1 Support and Maintenance Fees: \$91,250.00

Year 2 Support and Maintenance Fees: \$93,531.25

Year 3 Support and Maintenance Fees: \$95,869.53

Year 4 Support and Maintenance Fees: \$98,266.27

Year 5 Support and Maintenance Fees: \$100,722.92

**Exhibit 2**  
**Standard Support and Maintenance Services – Standard Guidelines**

The purpose of this Exhibit 2 is to provide our customers with information on our standard coverage, the services which are included as part of your annual software support, a listing of call priorities, an outline of our escalation procedures and other important details.

Harris reserves the right to make modifications to this document as required; provided, however, Harris shall not reduce the scope of support provided hereunder without the prior consent of the City.

The services listed below are services that are included as part of your software support.

- 800 Toll Free Telephone support
- Software for Life
  - Guaranteed Support on your existing applications for life
  - Scheduled assistance for installations, upgrades and other special projects (there may be charges depending on the scope of work)
- Technical troubleshooting and issue resolution
- E-mail support call logging and notification
- eSupport access 24 x 7 with the following on-line benefits:
  - Log and close calls
  - View and update calls
  - Update contact information
  - Access published documentation
  - Access available downloads
  - Access Support knowledge base
  - Participate in Discussion Forums
- Standard software releases and updates
  - Defect corrections (as warranted)
  - Planned enhancements
  - State and/or Federal mandated changes (charges may exist depending on scope)
  - Participation in beta program
  - Release notes
- Customer Care Program
  - Quarterly News Letter with support tips
  - Technical support bulletins
  - Communication on new products and services
  - On-site visits (as required)
- Design review for potential enhancements or custom modifications
- Ability to attend the annual customer conference (attendance fees apply)



## **Help Desk Hours**

Our standard hours of support are from 8:00 a.m. EST to 8:00 p.m. EST, Monday to Friday, excluding designated statutory holidays. After hours telephone support is available from 8:00 p.m. EST through to 8:00 a.m. EST. Weekend and holiday assistance is available and must be scheduled in advance and in most cases is billable.

## **Response Times**

Response times will vary and are dependent on the priority of the call. We do our best to ensure that we deal with incoming calls in the order that they are received, however calls will be escalated based on the urgency of the issue reported. Our response time guidelines are as follows:

Priority 1: 1 - 4 hours

Priority 2: 1 - 8 hours

Priority 3: 1 - 24 hours

## **Call Priorities**

In an effort to assign our resources to incoming calls as effectively as possible, we have identified three types of call priorities, 1, 2 and 3. A Priority 1 call is deemed by our support staff to be an Urgent or High Priority call, Priority 2 is classified as a Medium Priority and Priority 3 is deemed to be a Low Priority. The criteria used to establish guidelines for these calls are as follows:

### **Priority 1 – High**

- System Down (Software Application, Hardware, Operating System, Database)
- Inability to process bills
- Program errors without workarounds
- Aborted postings or error messages preventing data integration and update
- Performance issues of severe nature impacting critical processes

### **Priority 2 - Medium**

- System errors that have workarounds
- Reports calculation issues
- Printer related issues (related to interfaces with our software and not the printer itself)
- Security issues
- Hand-held issues not preventing billing
- Performance issues not impacting critical processes
- Usability issues
- Workstation connectivity issues (Workstation specific)

### **Priority 3 - Low**

- Report formatting issues
- Training questions, how to, or implementing new processes
- Aesthetic issues
- Issues with workarounds
- Recommendations for enhancements on system changes
- Questions on documentation

### **Call Process**

All issues or questions reported to support are tracked via a support call, our support analysts cannot provide assistance unless a support call is logged. Our current process for logging calls includes the following: eSupport (via website), email, phone and fax.

- Your call must contain at a minimum: your City name, contact person, software product and version, module and/or menu selection, nature of issue, detailed description of your question or issue and any other information you believe pertinent.
- Our support system or one of our support analysts will provide you with a call ID to track your issue and your call will be logged into our support tracking database.
- Your call will be stored in a queue and the first available support representative will be assigned to deal with your issue.
- As the support representative assigned to your call investigates your issue, you will be contacted and advised as to where the issue stands and the course of action that will be taken for resolution. If we require additional information, you will be contacted by the assigned support representative to supply the information required.
- All correspondence and actions associated with your call will be tracked against your call in our support database. At any time, if available to you, you may log onto our website to see the status of your call.
- Once your call has been resolved, you will receive an automated notification by email that your call has been closed. This email will contain the entire event history of the call from the time the call was created and leading up to the resolution of the call. You also have the option of viewing both your open and closed calls, if available to you, via our website.
- If your issue needs to be escalated to a development resource or programmer for resolution, your issue will be logged into our development tracking database and you will be provided with a separate ID number to track the progress of the issue. At this time, your support call will be closed and replaced by the development ID number. The development ID number will remain open until your issue has been completely resolved. Issues escalated to development will be scheduled for resolution and may not be resolved

immediately depending on the nature and complexity of the issue.

- Contact the support department at your convenience for a status update on your development issues, or log onto our website (if available to you) to view your issues on-line.

### **Escalation Process**

Our escalation process is defined below. This process has been put in place to ensure that issues are being dealt with appropriately. If at any time you are not completely satisfied with the resolution of your issue, you are encouraged to escalate with the support department as follows:

**Level 1:** Contact the support representative working on your issue

**Level 2:** Contact the support supervisor or group lead

**Level 3:** Contact the Director of Support

**Level 4:** Contact the Vice President of Operations

**Level 5:** Contact the Executive Vice President

### **Holiday Schedule**

Below is a listing of statutory holidays. Please note that support services will be closed on designated days as outlined below.

New Year's Day	Closed
President's Day	Closed
Memorial Day	Closed
Independence Day	Closed
Labor Day	Closed
Thanksgiving	Closed
Christmas Eve	Early Closure
Christmas Day	Closed
New Year's Eve	Early Closure

## **Billable Support Services**

The services listed below are services that are out of scope of your support and maintenance agreement and are therefore considered billable services.

- Extended telephone training
- Forms redesign or creation (includes Bill Prints, Notice Prints and Letters)
- Setup and changes to interfaces or creation of new interface
- Setup of new services or changes to services ( PAP, ACH, etc.)
- File imports/exports
- Custom modifications (reports, bills, forms, reversal of customizations)
- Setting up additional companies / agencies / tokens / general ledgers
- Data conversions / global modification to setup table data
- Database maintenance, repairs and optimization
- Installations / re-installations (workstations, servers)

## **Test Databases and Environments**

We support customers in the maintenance of independent test environments for testing purposes. This allows customers the opportunity to test fixes, modifications, new business processes and/or scenarios without risking any potentially unwanted changes to the live environment.

## **Connection Methods**

To ensure we can effectively support our clients, we require that a communication link is established and maintained between our two sites. It is the City's responsibility to ensure the connection is valid at your location so that we can connect to your site and resolve any issues. Our supported methods of connection are: Direct internet, Virtual Private Network (VPN), Remote Access Server (RAS), Direct Connection (modem) and Terminal Services (a backup connection may be required for file transfers) however; Harris will work with the client to establish a mutually agreeable remote connection policy.

# CERTIFICATE OF INSURANCE

SEE ENDORSEMENT # 179

## NAMED INSURED

CONSTELLATION SOFTWARE INC. and  
N. HARRIS COMPUTER CORPORATION  
1 ANTARES DRIVE, SUITE 400  
OTTAWA, ON K2E 8C4.

This certificate is issued as a matter of information only and confers no rights upon the certificate holder. This certificate does not amend, extend or alter the coverage afforded by the policies below.

## INSURANCE COMPANIES AFFORDING COVERAGE

COMPANY  
A. Zurich Insurance Company Ltd. (AM Best rating A+)

COMPANY  
B.

COMPANY  
C

COMPANY  
D

COMPANY  
E Zurich American Insurance Company (AM Best rating A+)

## CERTIFICATE HOLDER

CITY OF PORT ST. LUCIE  
121 SW PORT ST. LUCIE BOULEVARD  
PORT ST. LUCIE, FL 34984-5099

## COVERAGES

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 ARE IN U.S. DOLLARS UNLESS INDICATED OTHERWISE.**

LIMITS SHOWN MAY HAVE BEEN REDUCED BY PAID CLAIMS.

TYPE OF INSURANCE	CO LTR	POLICY NUMBER	POLICY EFFECTIVE DATE (YYYY/MM/DD)	POLICY EXPIRATION DATE (YYYY/MM/DD)	LIMITS OF LIABILITY	
<b>COMMERCIAL GENERAL LIABILITY</b> OCCURRENCE BASIS INCLUDING: PRODUCTS AND COMPLETED OPERATIONS GROSS LIABILITY / SEVERABILITY OF INTERESTS / BLANKET CONTRACTUAL LIABILITY PERSONAL INJURY \$1,000,000 LIMIT, ADVERTISING LIABILITY \$1,000,000 LIMIT TENANT'S LEGAL LIABILITY \$1,000,000 LIMIT, MEDICAL EXPENSES \$25,000 LIMIT WAIVER OF SUBROGATION WHERE REQUIRED BY WRITTEN CONTRACT	E	GLO8249874	2012/09/27	2013/09/27	\$ 1,000,000	EACH OCCURRENCE
					\$ 1,000,000	GENERAL AGGREGATE
					\$ 1,000,000	PRODUCTS - COMPLETED OPERATIONS AGGREGATE

**ADDITIONAL INSURED:** CITY OF PORT ST. LUCIE, A MUNICIPALITY OF THE STATE OF FLORIDA; ITS OFFICERS, EMPLOYEES AND AGENTS, AND CONTRACT #201310 FOR UTILITY BILLING CUSTOMER INFORMATION SERVICES, but only with respect to liability arising out of the operations of the Named Insured.

Such insurance as is afforded by the Commercial General Liability coverage on this policy will be considered as primary insurance, not contributory and not excess of any other insurance.

<b>NON-OWNED &amp; HIRED AUTOMOBILE LIABILITY</b>	A	8839016	2012/09/27	2013/09/27	\$1,000,000	EACH OCCURRENCE
<b>UMBRELLA LIABILITY</b>	A	8838706	2012/09/27	2013/09/27	\$14,000,000	PER OCCURRENCE & IN THE AGGREGATE
<b>AUTOMOBILE LIABILITY</b>	E	BAP8249865	2012/09/27	2013/09/27	\$1,000,000	BODILY INJURY & PROPERTY DAMAGE COMBINED
<b>PROFESSIONAL LIABILITY AND TECHNOLOGY ERRORS &amp; OMISSIONS</b> CLAIMS MADE BASIS \$500,000 DEDUCTIBLE	E	IPR0435933200	2012/09/27	2013/09/27	\$ 5,000,000	PER CLAIM & IN THE AGGREGATE
NOT APPLICABLE						
NOT APPLICABLE						
NOT APPLICABLE						
NOT APPLICABLE						

## DESCRIPTION OF OPERATIONS / LOCATIONS / SPECIAL PROVISIONS:

### BROKER

The CG&B Group Inc.  
120 South Town Centre Blvd.  
Markham, ON L6G 1C3

### CANCELLATION

Should any of the above described policies be cancelled before the expiration date thereof, the issuing company will endeavour to mail 30 days written notice to the certificate holder named above. Failure to mail such notice shall impose no obligation or liability of any kind upon the company, its agents or representatives.

SIGNATURE OF AUTHORIZED REPRESENTATIVE



PRINT NAME

BRENDA POWRIE

DATE (YYYY/MM/DD)

2012/12/04



**GENERAL ALTERATION ENDORSEMENT NO. 179**

**WITH RESPECT TO POLICY NO: GLO8249874**

---

INSURER: *ZURICH AMERICAN INSURANCE COMPANY*  
INSURED: *CONSTELLATION SOFTWARE INC.*  
*O/A N. Harris Computer Corporation*

---

It is understood and agreed the policy is amended as follows:

**City of Port St. Lucie, a municipality of the State of Florida, its officers, employees and agents, and Contract #201310 for Utility Billing Customer Information Services** are added as Additional Insureds, but only with respect to liability arising out of the operations of the Named Insured.

Such insurance as is afforded by the Commercial General Liability coverage on this policy will be considered as primary insurance, not contributory and not excess of any other insurance.

The policy described above shall waive all rights of subrogation against the above mentioned Additional Insured for losses arising from activities and operations of Contractor in the performance of services under the contract.

It is further understood and agreed that thirty (30) days advance notice of cancellation (other than for non-payment), termination, or material alteration of the above policy will be given to the above mentioned Additional Insured.

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Except as provided herein, all the terms and conditions of this Policy shall have full force and effect. The Insurer agrees to notify The CG&B Group Inc., in writing, if the endorsement issued does not conform to the coverage described in this document.

2012/12/04

---

Authorized Representative

---

Date (yyyy/mm/dd)

The CG&B Group Inc.  
120 South Town Centre Blvd., Markham, Ontario L6G 1C3  
Phone: (905) 479-6670 Fax: (905) 479-9164

**ACORD**

**CERTIFICATE OF LIABILITY INSURANCE**

DATE (MM/DD/YYYY)  
12/06/2012

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).


<b>PRODUCER:</b> J Smith Lanier & Co-Huntsville P. O. Box 6087 Huntsville, AL 35813-0087 256 890-9000	<b>CONTACT NAME:</b> Sarah Finlen <b>PHONE (A/C, No, Ext):</b> 256 890-9000 <b>E-MAIL ADDRESS:</b> sfinlen@smithlanier.com	<b>FAX (A/C, No):</b> 256 890-9070
	<b>INSURER(S) AFFORDING COVERAGE</b>	
<b>INSURED</b> N. Harris Computer Corp. DBA Harris Computer Systems 426 Industrial Ave Williston, VT 05495	<b>INSURER A:</b> Hartford Insurance Company <b>NAIC #</b> 37478	
	<b>INSURER B:</b>	
	<b>INSURER C:</b>	
	<b>INSURER D:</b>	
	<b>INSURER E:</b>	
	<b>INSURER F:</b>	

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

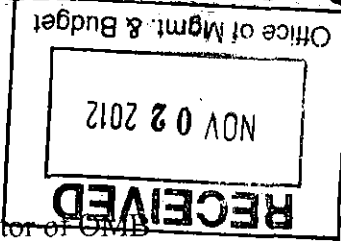
THIS IS TO CERTIFY THAT THE POLICIES OF INSURANCE LISTED BELOW HAVE BEEN ISSUED TO THE INSURED NAMED ABOVE FOR THE POLICY PERIOD INDICATED. NOTWITHSTANDING ANY REQUIREMENT, TERM OR CONDITION OF ANY CONTRACT OR OTHER DOCUMENT WITH RESPECT TO WHICH THIS CERTIFICATE MAY BE ISSUED OR MAY PERTAIN, THE INSURANCE 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 SUBR INSR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS
	GENERAL LIABILITY <input type="checkbox"/> COMMERCIAL GENERAL LIABILITY <input type="checkbox"/> CLAIMS-MADE <input type="checkbox"/> OCCUR  GEN'L AGGREGATE LIMIT APPLIES PER: <input type="checkbox"/> POLICY <input type="checkbox"/> PRO-JECT <input type="checkbox"/> LOC					EACH OCCURRENCE \$ DAMAGE TO RENTED PREMISES (Ea occurrence) \$ MED EXP (Any one person) \$ PERSONAL & ADV INJURY \$ GENERAL AGGREGATE \$ PRODUCTS - COMP/OP AGG \$ \$
	AUTOMOBILE LIABILITY <input type="checkbox"/> ANY AUTO <input type="checkbox"/> ALL OWNED AUTOS <input type="checkbox"/> SCHEDULED AUTOS <input type="checkbox"/> HIRED AUTOS <input type="checkbox"/> NON-OWNED AUTOS					COMBINED SINGLE LIMIT (Ea accident) \$ BODILY INJURY (Per person) \$ BODILY INJURY (Per accident) \$ PROPERTY DAMAGE (Per accident) \$ \$
	UMBRELLA LIAB <input type="checkbox"/> OCCUR EXCESS LIAB <input type="checkbox"/> CLAIMS-MADE DED <input type="checkbox"/> RETENTION \$					EACH OCCURRENCE \$ AGGREGATE \$ \$
A	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? <input type="checkbox"/> Y <input checked="" type="checkbox"/> N (Mandatory in NH) If yes, describe under DESCRIPTION OF OPERATIONS below	N/A	21WEAF1091	07/08/2012	07/08/2013	<input checked="" type="checkbox"/> WC STATUTORY LIMITS <input type="checkbox"/> OTHER E.L. EACH ACCIDENT \$1,000,000 E.L. DISEASE - EA EMPLOYEE \$1,000,000 E.L. DISEASE - POLICY LIMIT \$1,000,000

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (Attach ACORD 101, Additional Remarks Schedule, if more space is required)  
**RE: Proposal #20130010 (Referencing this proposal does not amend, extend, or alter the coverage afforded by the policy.)**  
 Waiver of Subrogation applies to Employers' Liability as per written contract and subject to the provisions and limitations of the policy.

<b>CERTIFICATE HOLDER</b> City of Port St. Lucie 121 SW Port St. Lucie Boulevard Port Saint Lucie, FL 34984-5099	<b>CANCELLATION</b> 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: 
---	---

# MEMORANDUM



**RECEIVED**  
OCT 30 2012  
**FINANCE DEPT.**

DATE: 10/29/12  
TO: Departments  
FROM: Cheryl Shanaberger, Deputy Director of OMB  
SUBJECT: Utility Billing Customer Information Systems

Date Needed by: ASAP

Attached for your review is the RFP for the above. Please review, sign, date, and return this form. If there are any changes to the attached documents, OMB will incorporate them into the bid documents.

Thank you.

\*\*\*\*\*

DEPARTMENT has reviewed standard specifications and standard contract documents and approved:  
(With Changes  Without Changes )

\_\_\_\_\_  
(Pending Changes Listed) (Date)

\*\*\*\*\*

LEGAL has reviewed standard specifications and standard contract documents and approved:  
(With Changes  Without Changes )

\_\_\_\_\_  
(Pending Changes Listed) (Date)

\*\*\*\*\*

RISK MANAGEMENT has reviewed standard specifications and standard contract documents and approved:  
(With Changes  Without Changes )

\_\_\_\_\_  
(Pending Changes Listed) (Date)

\*\*\*\*\*

FINANCE has reviewed standard specifications and standard contract documents and approved:  
(With Changes  Without Changes )

*Please review each page for changes*  
\_\_\_\_\_  
(Pending Changes Listed) *11/1/12*  
(Date)

\*\*\*\*\*

OFFICE OF MANAGEMENT AND BUDGET has received and completed all requested changes.

OMB Confirmation: \_\_\_\_\_  
(Date)



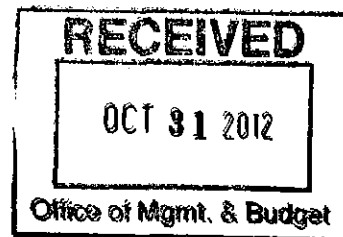
# MEMORANDUM

DATE: 10/29/12

TO: Departments

FROM: Cheryl Shanaberger, Deputy Director of OMB

SUBJECT: Utility Billing Customer Information Systems



Date Needed by: ASAP

Attached for your review is the RFP for the above. Please review, sign, date, and return this form. If there are any changes to the attached documents, OMB will incorporate them into the bid documents.

Thank you.

\*\*\*\*\*

DEPARTMENT has reviewed standard specifications and standard contract documents and approved:  
(With Changes  Without Changes )

\_\_\_\_\_  
(Pending Changes Listed) (Date)

\*\*\*\*\*

LEGAL has reviewed standard specifications and standard contract documents and approved:  
(With Changes  Without Changes )

\_\_\_\_\_  
(Pending Changes Listed) (Date)

\*\*\*\*\*

RISK MANAGEMENT has reviewed standard specifications and standard contract documents and approved:  
(With Changes  Without Changes )

*Terrie L. Noy* \_\_\_\_\_ *10-30-12*  
(Pending Changes Listed) (Date)

*Program must be ADA compliant. I noted changes*

FINANCE has reviewed standard specifications and standard contract documents and approved:  
(With Changes  Without Changes )

\_\_\_\_\_  
(Pending Changes Listed) (Date)

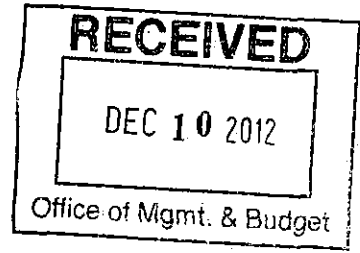
\*\*\*\*\*

OFFICE OF MANAGEMENT AND BUDGET has received and completed all requested changes.

OMB Confirmation: \_\_\_\_\_ (Date)

# MEMORANDUM

DATE: 10/29/12  
TO: Departments  
FROM: Cheryl Shanaberger, Deputy Director of OMB  
SUBJECT: Utility Billing Customer Information Systems



Date Needed by: ASAP

Attached for your review is the RFP for the above.  
Please review, sign, date, and return this form. If there are any changes to the attached documents, OMB will incorporate them into the bid documents.

Thank you. *C. M. Greg Oravec*

DEPARTMENT has reviewed standard specifications and standard contract documents and approved:  
(With Changes  Without Changes )

*Did we find \$ for this? How much old* \_\_\_\_\_ *12/6/12* \_\_\_\_\_  
(Pending Changes Listed) \_\_\_\_\_ (Date)

*data will be loaded? Is that long enough given the assumption agreement? Will we have the ability to send messages on the billing statements?*

LEGAL has reviewed standard specifications and standard contract documents and approved:  
(With Changes  Without Changes )

\_\_\_\_\_  
(Pending Changes Listed) \_\_\_\_\_ (Date)

RISK MANAGEMENT has reviewed standard specifications and standard contract documents and approved:  
(With Changes  Without Changes )

\_\_\_\_\_  
(Pending Changes Listed) \_\_\_\_\_ (Date)

FINANCE has reviewed standard specifications and standard contract documents and approved:  
(With Changes  Without Changes )

\_\_\_\_\_  
(Pending Changes Listed) \_\_\_\_\_ (Date)

OFFICE OF MANAGEMENT AND BUDGET has received and completed all requested changes.  
OMB Confirmation: \_\_\_\_\_



(Date) OCT 29 2012

City Manager's Office

**CONTRACT SIGN-OFF SHEET**

City Contract: #20130010    Date Needed by: 2/22/13    Name: CS    Previously Reviewed by:

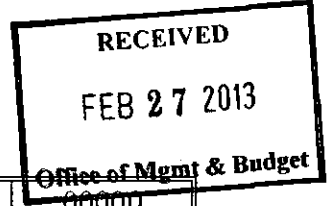
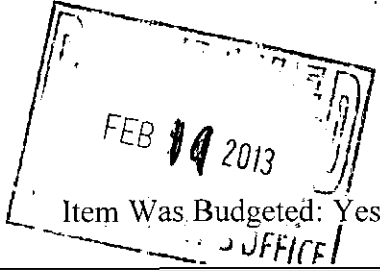
Date sent: 1/20/13

Title: Utility Billing Software  
Contractor: Advanced

Term of Contract: 365 calendar days

Amount: 1,550,500

Encumbrance Required: Yes



Expenditure From:	431	1345	569100	00000
	Fund	Cost Center	Object Code	Project #

\*\*\*\*\*  
City Attorney: \_\_\_\_\_  
Signature \_\_\_\_\_

Comments: P. 2, 5. Do we know how much support / maintenance is? does the price escalate annually?  
Implementation  
P. 6 of Implementation  
Warranty  
P. 7 - Invoices from time to time

Risk Management Note P. 12 on Scope of work  
License Signature \_\_\_\_\_ No timeliness on Scope of work  
Indemnity Date \_\_\_\_\_

Comments: Appendix A - No project plan yet?  
No fees have been filed  
C = missing  
D = missing  
Schedule A - Nothing on it  
Schedule B - fees?

Department Head Approval: 117  
 Signature \_\_\_\_\_ Date \_\_\_\_\_

Comments: \_\_\_\_\_

Finance Approval: \_\_\_\_\_  
 Signature \_\_\_\_\_ Date \_\_\_\_\_

Comments: \_\_\_\_\_

Office of Management & Budget has received and completed all requested changes and attached are the Final Contract Documents.

OMB Confirmation: \_\_\_\_\_  
 Signature \_\_\_\_\_ Date \_\_\_\_\_

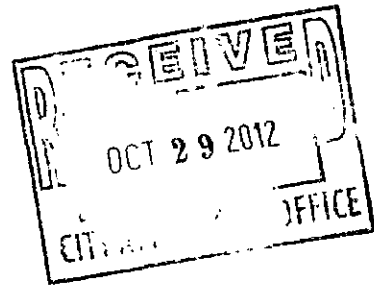
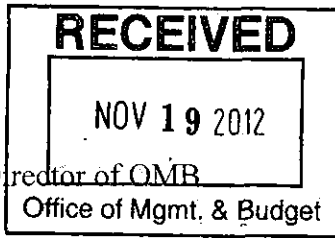
# MEMORANDUM

DATE: 10/29/12

TO: Departments

FROM: Cheryl Shanaberger, Deputy Director of OMB

SUBJECT: Utility Billing Customer Information Systems



Date Needed by: ASAP

Attached for your review is the RFP for the above. Please review, sign, date, and return this form. If there are any changes to the attached documents, OMB will incorporate them into the bid documents.

Thank you.

\*\*\*\*\*

DEPARTMENT has reviewed standard specifications and standard contract documents and approved:  
(With Changes  Without Changes )

\_\_\_\_\_  
(Pending Changes Listed) (Date)

\*\*\*\*\*

LEGAL has reviewed standard specifications and standard contract documents and approved:  
(With Changes  Without Changes )

*Add language to protect from Patent Infringements, termination* 11/5/12  
(Pending Changes Listed) *Appendix A?* *language can be revised* (Date)

\*\*\*\*\*

RISK MANAGEMENT has reviewed standard specifications and standard contract documents and approved:  
(With Changes  Without Changes )

\_\_\_\_\_  
(Pending Changes Listed) (Date)

\*\*\*\*\*

FINANCE has reviewed standard specifications and standard contract documents and approved:  
(With Changes  Without Changes )

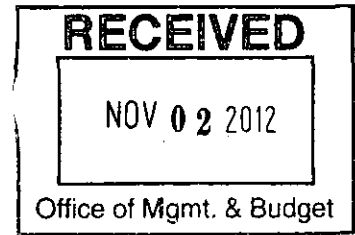
\_\_\_\_\_  
(Pending Changes Listed) (Date)

\*\*\*\*\*

OFFICE OF MANAGEMENT AND BUDGET has received and completed all requested changes.

OMB Confirmation: \_\_\_\_\_ (Date)

# MEMORANDUM



DATE: 10/29/12  
TO: Departments  
FROM: Cheryl Shanaberger, Deputy Director of OMB  
SUBJECT: Utility Billing Customer Information Systems

Date Needed by: ASAP

Attached for your review is the RFP for the above.  
Please review, sign, date, and return this form. If there are any changes to the attached documents, OMB will incorporate them into the bid documents.

Thank you. *Mrs. Bill Jones*

DEPARTMENT has reviewed standard specifications and standard contract documents and approved:  
(With Changes  Without Changes )

*Bill Jones*  
\_\_\_\_\_  
(Pending Changes Listed)

*10/30/2012*  
\_\_\_\_\_  
(Date)

LEGAL has reviewed standard specifications and standard contract documents and approved:  
(With Changes  Without Changes )

\_\_\_\_\_  
(Pending Changes Listed)

\_\_\_\_\_  
(Date)

RISK MANAGEMENT has reviewed standard specifications and standard contract documents and approved:  
(With Changes  Without Changes )

\_\_\_\_\_  
(Pending Changes Listed)

\_\_\_\_\_  
(Date)

FINANCE has reviewed standard specifications and standard contract documents and approved:  
(With Changes  Without Changes )

\_\_\_\_\_  
(Pending Changes Listed)

\_\_\_\_\_  
(Date)

OFFICE OF MANAGEMENT AND BUDGET has received and completed all requested changes.

OMB Confirmation: \_\_\_\_\_

\_\_\_\_\_  
(Date)