

# STATEMENT OF WORK

Between



**CITY OF FORT LAUDERDALE**

City of Fort Lauderdale  
Finance Department  
1 East Broward Blvd., Suite 444  
Fort Lauderdale, FL 33301

And



Cayenta, A Division of  
N. Harris Computer Corporation  
8333 Eastlake Drive #101  
Burnaby, BC V5A 4W2  
Canada

For

## Data Conversion to SpryPoint

## **Contents**

Executive Summary & Overview

Deliverable Summary

Deliverables

Payment Milestones

Methodology

- Conversion

- Go Live

Project Schedule

Overall Terms & Termination

- Terms and Conditions

- Termination

Appendix A: Change Control Process

Appendix B: FTL Fields to be converted

This Statement of Work (the "SOW"), is entered into and governed by the Software License, Implementation and Support and Maintenance Agreement between N. Harris Computer Corporation, acting through its Cayenta Business Unit ("HARRIS" or "Contractor") and City of Fort Lauderdale ("CLIENT" or "City") dated October 13, 2008 (the "SLISM" agreement). HARRIS and CLIENT shall perform their respective obligations in accordance with this SOW. This SOW details the Professional Services deliverables to be provided by the Cayenta Business Unit of HARRIS, the milestones, schedule and acceptance criteria for such deliverables, the process for changes in scope and the respective responsibilities of HARRIS and CLIENT in connection with the Professional Services. On counterpart execution, this SOW becomes contractually binding on HARRIS and CLIENT pursuant to the terms and conditions of the SLISM.

In the event of any inconsistency or conflict between this SOW and the SLISM, the following shall apply:

- i. This SOW shall govern with respect to the scope of Software License, Implementation and Support Maintenance Agreement. be provided by Harris; and
- ii. The SLISM shall govern in all other respects.

Nothing in this SOW shall be construed as a representation or warranty by Harris notwithstanding reference to such terms.

Capitalized terms not otherwise defined herein will have the meanings given to them in the SLISM. The industry terms and acronyms referred to in this SOW have the meanings that are generally understood and accepted in the industry.

IN WITNESS WHEREOF, a duly authorized representative of each party has executed this Statement of Work on the Effective Date:

**FOR CITY**

CITY OF FORT LAUDERDALE, a Florida municipality

By: \_\_\_\_\_  
Rickelle Williams, City Manager

Approved as to form and correctness:  
Shari L. McCartney, City Attorney

\_\_\_\_\_  
Eric W. Abend  
Senior Assistant City Attorney

**FOR N. HARRIS**

WITNESSES:

N. HARRIS COMPUTER CORPORATION, a Canadian corporation authorized to conduct business in the State of Florida

\_\_\_\_\_  
Signature

By: \_\_\_\_\_  
Todd Richardson, Chief Financial Officer

\_\_\_\_\_  
Print Name:

\_\_\_\_\_  
Signature

\_\_\_\_\_  
Print Name:

ATTEST:

(CORPORATE SEAL)

\_\_\_\_\_  
Print Name: \_\_\_\_\_  
Title: \_\_\_\_\_

CITY/TOWN OF \_\_\_\_\_:

PROVINCE/STATE OF \_\_\_\_\_:

The foregoing instrument was acknowledged before me by means of  physical presence or  online notarization, this \_\_\_\_ day of \_\_\_\_\_, 2026, by Todd Richardson, as Chief Financial Offer for N. Harris Computer Corporation, a Canadian corporation authorized to conduct business in the State of Florida.

\_\_\_\_\_  
(Signature of Notary Public)

\_\_\_\_\_  
(Print, Type, or Stamp Commissioned Name of Notary Public)

Personally Known \_\_\_\_\_ OR Produced Identification \_\_\_\_\_  
Type of Identification Produced: \_\_\_\_\_

## Executive Summary & Overview

CLIENT has chosen to engage HARRIS to perform services for a data conversion to SpryPoint. HARRIS will provide three (3) years of historical data based on the required fields in Appendix B, as well as additional data previous to the three (3) years in an unstructured file format. These services include:

- Project management
- Data conversion resource.

Under the direction of the CLIENT Project Owner, the CLIENT Project Manager will drive and oversee the project in coordination with the HARRIS Project Manager.

HARRIS and CLIENT agree to schedule and begin the project within 90 days of this document being signed by both parties.

## Deliverable Summary

Below is a summary list of the deliverables for the project. The Deliverables section itemizes each deliverable in detail regarding specific scope, responsibilities for HARRIS and CLIENT as well as acceptance criteria.

Component Group	Deliverable #	Deliverable Name
<b>Consulting Services</b>	1.01	Project Management & Administration - Month 1
	1.02	Project Management & Administration - Month 2
	1.03	Project Management & Administration - Month 3
	1.04	Project Management & Administration - Month 4
	1.05	Project Management & Administration - Month 5
	1.06	Project Management & Administration - Month 6
	1.07	Project Management & Administration - Month 7
	1.08	Project Management & Administration - Month 8
	1.09	Project Management & Administration - Month 9
	1.10	Project Management & Administration - Month 10
	1.11	Project Management & Administration - Month 11
	1.12	Project Management & Administration - Month 12
<b>Conversion Services</b>	2.01	Data Prep and Conversion run 1
	2.02	Conversion run 2
	2.03	Conversion run 3
	2.04	Conversion run 4 and archive data
	2.05	Conversion run 5

## Deliverables

Below is a detailed listing of all deliverables in scope of this project. With each deliverable is specific responsibilities to be performed by HARRIS and CLIENT respectively as part of completion of this deliverable. Acceptance criteria for each deliverable specifies the criteria by which CLIENT will accept the deliverable upon completion by HARRIS. Upon satisfying the acceptance criteria for the deliverable will make the deliverable eligible to be billed as defined in the Payment Milestones section of this

<b>Deliverable ID</b>	1.01
<b>Deliverable Type</b>	Fixed Price
<b>Deliverable Name</b>	Project Management & Administration - Month 1
<b>Deliverable Description</b>	HARRIS will provide Project Management services including: -Project schedule development for Cayenta -Attend kickoff meeting -HARRIS resource coordination -Monthly status meetings -Status reporting
<b>HARRIS Responsibilities</b>	<ul style="list-style-type: none"> <li>• Develop the project schedule for Cayenta</li> <li>• Attend the kickoff meeting</li> <li>• Attend monthly status calls</li> </ul>
<b>CLIENT Responsibilities</b>	<ul style="list-style-type: none"> <li>• Contribute to the project schedule</li> <li>• Coordinate the kickoff meeting</li> <li>• Attend monthly calls</li> </ul>
<b>Deliverable Acceptance Criteria</b>	First month of the project is complete
<b>Deliverable ID</b>	1.02
<b>Deliverable Type</b>	Fixed Price
<b>Deliverable Name</b>	Project Management & Administration - Month 2
<b>Deliverable Description</b>	HARRIS will provide Project Management services including: -HARRIS resource coordination -Monthly status meetings -Status reporting
<b>HARRIS Responsibilities</b>	<ul style="list-style-type: none"> <li>• Attend monthly status calls</li> </ul>
<b>CLIENT Responsibilities</b>	<ul style="list-style-type: none"> <li>• Attend monthly status calls</li> </ul>
<b>Deliverable Acceptance Criteria</b>	Second month of the project is complete
<b>Deliverable ID</b>	1.03
<b>Deliverable Type</b>	Fixed Price
<b>Deliverable Name</b>	Project Management & Administration - Month 3

<b>Deliverable Description</b>	HARRIS will provide Project Management services including: -HARRIS resource coordination -Monthly status meetings -Status reporting
<b>HARRIS Responsibilities</b>	<ul style="list-style-type: none"> <li>Attend monthly status calls</li> </ul>
<b>CLIENT Responsibilities</b>	<ul style="list-style-type: none"> <li>Attend monthly status calls</li> </ul>
<b>Deliverable Acceptance Criteria</b>	Third month of the project is complete
<b>Deliverable ID</b>	1.04
<b>Deliverable Type</b>	Fixed Price
<b>Deliverable Name</b>	Project Management & Administration - Month 4
<b>Deliverable Description</b>	HARRIS will provide Project Management services including: -HARRIS resource coordination -Monthly status meetings -Status reporting
<b>HARRIS Responsibilities</b>	<ul style="list-style-type: none"> <li>Attend monthly status calls</li> </ul>
<b>CLIENT Responsibilities</b>	<ul style="list-style-type: none"> <li>Attend monthly status calls</li> </ul>
<b>Deliverable Acceptance Criteria</b>	Fourth month of the project is complete
<b>Deliverable ID</b>	1.05
<b>Deliverable Type</b>	Fixed Price
<b>Deliverable Name</b>	Project Management & Administration - Month 5
<b>Deliverable Description</b>	HARRIS will provide Project Management services including: -HARRIS resource coordination -Monthly status meetings -Status reporting
<b>HARRIS Responsibilities</b>	<ul style="list-style-type: none"> <li>Attend monthly status calls</li> </ul>
<b>CLIENT Responsibilities</b>	<ul style="list-style-type: none"> <li>Attend monthly status calls</li> </ul>
<b>Deliverable Acceptance Criteria</b>	Fifth month of the project is complete
<b>Deliverable ID</b>	1.06
<b>Deliverable Type</b>	Fixed Price
<b>Deliverable Name</b>	Project Management & Administration - Month 6

<b>Deliverable Description</b>	HARRIS will provide Project Management services including: -HARRIS resource coordination -Monthly status meetings -Status reporting
<b>HARRIS Responsibilities</b>	<ul style="list-style-type: none"> <li>Attend monthly status calls</li> </ul>
<b>CLIENT Responsibilities</b>	<ul style="list-style-type: none"> <li>Attend monthly status calls</li> </ul>
<b>Deliverable Acceptance Criteria</b>	Sixth month of the project is complete
<b>Deliverable ID</b>	1.07
<b>Deliverable Type</b>	Fixed Price
<b>Deliverable Name</b>	Project Management & Administration - Month 7
<b>Deliverable Description</b>	HARRIS will provide Project Management services including: -HARRIS resource coordination -Monthly status meetings -Status reporting
<b>HARRIS Responsibilities</b>	<ul style="list-style-type: none"> <li>Attend monthly status calls</li> </ul>
<b>CLIENT Responsibilities</b>	<ul style="list-style-type: none"> <li>Attend monthly status calls</li> </ul>
<b>Deliverable Acceptance Criteria</b>	Seventh month of the project is complete
<b>Deliverable ID</b>	1.08
<b>Deliverable Type</b>	Fixed Price
<b>Deliverable Name</b>	Project Management & Administration - Month 8
<b>Deliverable Description</b>	HARRIS will provide Project Management services including: -HARRIS resource coordination -Monthly status meetings -Status reporting
<b>HARRIS Responsibilities</b>	<ul style="list-style-type: none"> <li>Attend monthly status calls</li> </ul>
<b>CLIENT Responsibilities</b>	<ul style="list-style-type: none"> <li>Attend monthly status calls</li> </ul>
<b>Deliverable Acceptance Criteria</b>	Eighth month of the project is complete
<b>Deliverable ID</b>	1.09
<b>Deliverable Type</b>	Fixed Price
<b>Deliverable Name</b>	Project Management & Administration - Month 9

<b>Deliverable Description</b>	HARRIS will provide Project Management services including: -HARRIS resource coordination -Monthly status meetings -Status reporting
<b>HARRIS Responsibilities</b>	<ul style="list-style-type: none"> <li>Attend monthly status calls</li> </ul>
<b>CLIENT Responsibilities</b>	<ul style="list-style-type: none"> <li>Attend monthly status calls</li> </ul>
<b>Deliverable Acceptance Criteria</b>	Ninth month of the project is complete
<b>Deliverable ID</b>	1.10
<b>Deliverable Type</b>	Fixed Price
<b>Deliverable Name</b>	Project Management & Administration - Month 10
<b>Deliverable Description</b>	HARRIS will provide Project Management services including: -HARRIS resource coordination -Monthly status meetings -Status reporting
<b>HARRIS Responsibilities</b>	<ul style="list-style-type: none"> <li>Attend monthly status calls</li> </ul>
<b>CLIENT Responsibilities</b>	<ul style="list-style-type: none"> <li>Attend monthly status calls</li> </ul>
<b>Deliverable Acceptance Criteria</b>	Tenth month of the project is complete
<b>Deliverable ID</b>	1.11
<b>Deliverable Type</b>	Fixed Price
<b>Deliverable Name</b>	Project Management & Administration - Month 11
<b>Deliverable Description</b>	HARRIS will provide Project Management services including: -HARRIS resource coordination -Monthly status meetings -Status reporting
<b>HARRIS Responsibilities</b>	<ul style="list-style-type: none"> <li>Attend monthly status calls</li> </ul>
<b>CLIENT Responsibilities</b>	<ul style="list-style-type: none"> <li>Attend monthly status calls</li> </ul>
<b>Deliverable Acceptance Criteria</b>	Eleventh month of the project is complete
<b>Deliverable ID</b>	1.12
<b>Deliverable Type</b>	Fixed Price
<b>Deliverable Name</b>	Project Management & Administration - Month 12

<b>Deliverable Description</b>	HARRIS will provide Project Management services including: -HARRIS resource coordination -Monthly status meetings -Status reporting -Project Close Out
<b>HARRIS Responsibilities</b>	<ul style="list-style-type: none"> <li>• Attend monthly status calls</li> <li>• Attend monthly status calls</li> <li>• Close out project</li> </ul>
<b>CLIENT Responsibilities</b>	
<b>Deliverable Acceptance Criteria</b>	Twelfth month of the project is complete
<b>Deliverable ID</b>	2.01
<b>Deliverable Type</b>	Fixed Price
<b>Deliverable Name</b>	Data Prep and Conversion run 1
<b>Deliverable Description</b>	HARRIS to perform the first data conversion to SpryPoint
<b>HARRIS Responsibilities</b>	<ul style="list-style-type: none"> <li>• Develop &amp; test conversion scripts</li> <li>• Convert required CIS data</li> <li>• Execute and deliver Conversion 1 for CLIENT testing</li> <li>• Produce audit reports &amp; record counts</li> <li>• Remediate conversion issues as required</li> </ul>
<b>CLIENT Responsibilities</b>	<ul style="list-style-type: none"> <li>• Test &amp; confirm data has been converted successfully/log detailed incidents for any issues</li> <li>• Remediate source data issues</li> </ul>
<b>Deliverable Acceptance Criteria</b>	Completion of data prep and Conversion 1
<b>Deliverable ID</b>	2.02
<b>Deliverable Type</b>	Fixed Price
<b>Deliverable Name</b>	Conversion run 2
<b>Deliverable Description</b>	HARRIS to perform the second data conversion to SpryPoint
<b>HARRIS Responsibilities</b>	<ul style="list-style-type: none"> <li>• Develop &amp; test conversion scripts</li> <li>• Convert required CIS data</li> <li>• Execute and deliver Conversion 2 for CLIENT testing</li> <li>• Produce audit reports &amp; record counts</li> <li>• Remediate conversion issues as required</li> </ul>
<b>CLIENT Responsibilities</b>	<ul style="list-style-type: none"> <li>• Test &amp; confirm data has been converted successfully/log detailed incidents for any issues</li> <li>• Remediate source data issues</li> </ul>
<b>Deliverable Acceptance Criteria</b>	Completion of Conversion 2

<b>Deliverable ID</b>	2.03
<b>Deliverable Type</b>	Fixed Price
<b>Deliverable Name</b>	Conversion run 3
<b>Deliverable Description</b>	HARRIS to perform the third data conversion to SpryPoint
<b>HARRIS Responsibilities</b>	<ul style="list-style-type: none"> <li>• Develop &amp; test conversion scripts</li> <li>• Convert required CIS data</li> <li>• Execute and deliver Conversion 3 for CLIENT testing</li> <li>• Produce audit reports &amp; record counts</li> <li>• Remediate conversion issues as required</li> </ul>
<b>CLIENT Responsibilities</b>	<ul style="list-style-type: none"> <li>• Test &amp; confirm data has been converted successfully/log detailed incidents for any issues</li> <li>• Remediate source data issues</li> </ul>
<b>Deliverable Acceptance Criteria</b>	Completion of Conversion 3
<b>Deliverable ID</b>	2.04
<b>Deliverable Type</b>	Fixed Price
<b>Deliverable Name</b>	Conversion run 4 and archive data
<b>Deliverable Description</b>	HARRIS to perform the fourth data conversion to SpryPoint including archive data to SpryPoint
<b>HARRIS Responsibilities</b>	<ul style="list-style-type: none"> <li>• Develop &amp; test conversion scripts</li> <li>• Convert required CIS data</li> <li>• Provide archive data</li> <li>• Execute and deliver Conversion 4 for CLIENT testing</li> <li>• Produce audit reports &amp; record counts</li> <li>• Remediate conversion issues as required</li> </ul>
<b>CLIENT Responsibilities</b>	<ul style="list-style-type: none"> <li>• Test &amp; confirm data has been converted successfully/log detailed incidents for any issues</li> <li>• Remediate source data issues</li> </ul>
<b>Deliverable Acceptance Criteria</b>	Completion of Conversion 4
<b>Deliverable ID</b>	2.05
<b>Deliverable Type</b>	Fixed Price
<b>Deliverable Name</b>	Conversion run 5
<b>Deliverable Description</b>	HARRIS to perform the fifth conversion
<b>HARRIS Responsibilities</b>	<ul style="list-style-type: none"> <li>• Develop &amp; test conversion scripts</li> <li>• Convert required CIS data</li> <li>• Execute and deliver Conversion 5 for CLIENT testing</li> <li>• Produce audit reports &amp; record counts</li> <li>• Remediate conversion issues by the end of Month 12</li> </ul>

<b>CLIENT Responsibilities</b>	<ul style="list-style-type: none"> <li>• Test &amp; confirm data has been converted successfully/log detailed incidents for any issues</li> <li>• Remediate source data issues</li> </ul>
<b>Deliverable Acceptance Criteria</b>	Completion of Conversion 5

## Payment Milestones

Below is a list of the payment milestones for this project. CLIENT agrees to pay the milestones upon completion of the mapped deliverables according to the defined acceptance criteria in this document for each deliverable.

Milestone Payment Discription		Invoice Amount	Deliverable	
			ID	Deliverable Name
MP01	Project Management & Administration - Month 1	\$4,760.00	1.01	Project Management & Administration - Month 1
MP02	Project Management & Administration - Month 2	\$2,520.00	1.02	Project Management & Administration - Month 2
MP03	Project Management & Administration - Month 3	\$2,520.00	1.03	Project Management & Administration - Month 3
MP04	Project Management & Administration - Month 4	\$2,520.00	1.04	Project Management & Administration - Month 4
MP05	Project Management & Administration - Month 5	\$2,520.00	1.05	Project Management & Administration - Month 5
MP06	Project Management & Administration - Month 6	\$2,520.00	1.06	Project Management & Administration - Month 6
MP07	Project Management & Administration - Month 7	\$2,520.00	1.07	Project Management & Administration - Month 7
MP08	Project Management & Administration - Month 8	\$2,520.00	1.08	Project Management & Administration - Month 8
MP09	Project Management & Administration - Month 9	\$2,520.00	1.09	Project Management & Administration - Month 9
MP10	Project Management & Administration - Month 10	\$2,520.00	1.10	Project Management & Administration - Month 10
MP11	Project Management & Administration - Month 11	\$2,520.00	1.11	Project Management & Administration - Month 11
MP12	Project Management & Administration - Month 12	\$2,520.00	1.12	Project Management & Administration - Month 12
MP13	Data Prep and Conversion run 1	\$100,800.00	2.01	Data Prep and Conversion run 1
MP14	Conversion run 2	\$27,440.00	2.02	Conversion run 2
MP15	Conversion run 3	\$23,240.00	2.03	Conversion run 3
MP16	Conversion run 4 and archive data	\$49,840.00	2.04	Conversion run 4 and archive data
MP17	Conversion run 5	\$15,400.00	2.05	Conversion run 5
	<b>Total Fixed</b>	<b>\$249,200.00</b>		

## Methodology

Cayenta follows a practiced and proven methodology for delivering projects to our customers. Below is an overview of our methodology for this project.

### Conversion

HARRIS will be providing the CLIENT with three (3) years of current CIS Data for the data conversion to SpryPoint.

The first conversion is delivered after completion of the ETL process build and will be used for both validation of the ETL process itself as well as initial testing of the solution. The second conversion will utilize the same ETL process, utilizing any fixes or changes put into place resulting from testing of the first conversion. The second and third conversions will be utilized for testing purposes as well with conversion 4 being a mock go-live. This will allow the HARRIS and CLIENT teams to further validate the ETL process to ensure that the fifth and final conversion for go-live is executed without issue.

## Go Live

HARRIS and CLIENT will work collaboratively to prepare a go-live cutover checklist, drawing on templates that HARRIS will provide. It will be a shared responsibility between HARRIS and CLIENT to ensure that all tasks are documented and assigned appropriately. A mock go-live will be conducted before the planned go-live to ensure that the cutover checklist is fully comprehensive with respect to the go-live tasks. HARRIS and CLIENT will schedule the go-live to take place over a weekend or a mutually agreeable timeframe.

## Project Schedule

HARRIS has estimated that the core project work will require 20 weeks of effort; however, the overall SpryPoint project is expected to span 12 months. This means that while the main conversion tasks will be completed over 20 weeks, additional activities related to the project will continue throughout the year. As part of the planning for this project, both the HARRIS and CLIENT project managers will establish a baseline for the project schedule. Any changes or deviations from this schedule will be managed through the established Change Control process, ensuring transparency and accountability.

## Overall Terms & Termination

### Terms and Conditions

1. Pricing is fixed for scope as defined by this document and excludes any applicable taxes.
2. Additional services deemed out of scope (per this document) will be billed at \$280 per hour and will require documentation from HARRIS and the CLIENT and compliance with the Change Control process and Terms in Appendix A.
3. CLIENT will provide direct connection to the Server on which the database resides throughout the course of the project.
4. CLIENT will provide any necessary infrastructure for the project.
5. Both HARRIS and CLIENT will ensure members are available on dates agreed to and scheduled.
6. Change Orders will be created for any tasks that are requested outside the scope of the project and will follow the change control process.
7. Data refreshes not in scope after the start of the project will be an additional cost and will be managed via the change control process.
8. All project work is planned as remote.
9. HARRIS reserves the right to pause work upon notification to CLIENT if HARRIS invoices become aged greater than 30 days.
10. In the event CLIENT terminates this Agreement, CLIENT shall be invoiced for work done to date of notification and CLIENT will pay all outstanding Fees and other amounts owing to Harris under this Agreement.

### Termination

Unless HARRIS and/or CLIENT exercises its right to terminate this Statement of Work due to material breach or default, HARRIS must provide, and the CLIENT must purchase Services from HARRIS for the

items defined within this Statement of Work.

If CLIENT and/or HARRIS exercises its right to terminate this Statement of Work due to material breach or default, or CLIENT and/or HARRIS terminate this Statement of Work without cause,

The CLIENT obligations include the following:

1. Complete payment for services performed and expenses incurred prior to termination including:
2. Any amount previously invoiced but unpaid.
3. Fees for services performed through termination date which have not been invoiced; and
4. Any approved Travel and Living costs incurred.

If HARRIS terminates this Statement of Work without cause, then it shall:

1. Provide notice of 10 calendar days for termination without cause.
2. Refund to the CLIENT all payments that have been paid under this Statement of Work through the termination date.

Under no circumstances shall HARRIS be liable for any special, indirect, consequential, punitive, or incidental damages of any kind, including but not limited to loss of revenue, loss of profits, loss of business opportunity, loss of data arising out of or in connection with this scope statement, even if HARRIS has been advised of the possibility of such damages. In any event, HARRIS shall not be liable to pay any amount, in the aggregate, that is greater than the fees received by HARRIS under this Statement of Work.

### **E-Verify**

As a condition precedent to the effectiveness of this Agreement, pursuant to Section 448.095, Florida Statutes (2025), as may be amended or revised, the Contractor and its subcontractors, to the extent applicable, shall register with and use the E-Verify system to electronically verify the employment eligibility of newly hired employees.

The Contractor shall require each of its subcontractors, if any and to the extent applicable, to provide the Contractor with an affidavit stating that the subcontractor does not employ, contract with, or subcontract with an unauthorized alien. The Contractor shall maintain a copy of the subcontractor's affidavit for the duration of this Agreement and in accordance with the public records requirements of this Agreement.

The City, the Contractor, or any subcontractor who has a good faith belief that a person or entity with which it is contracting has knowingly violated Subsection 448.09(1), Florida Statutes (2025), as may be amended or revised, shall terminate the contract with the person or entity.

The City, upon good faith belief that a subcontractor knowingly violated the provisions of Subsection 448.095(5), Florida Statutes (2025), as may be amended or revised, but that the Contractor otherwise complied with Subsection 448.095(5), Florida Statutes (2025), as may be amended or revised, shall promptly notify Contractor and order the Contractor to immediately terminate the contract with the subcontractor, and the Contractor shall comply with such order.

A contract terminated under Subparagraph 448.095(5)(c)1. or 2., Florida Statutes (2025), as may be amended or revised, is not a breach of contract and may not be considered as such. If the City

terminates this contract under Paragraph 448.095(5)(c), Florida Statutes (2025), as may be amended or revised, the Contractor may not be awarded a public contract for at least one year after the date on which the contract was terminated. The Contractor is liable for any additional costs incurred by the City as a result of termination of this Agreement.

Contractor shall include in each of its subcontracts, if any and to the extent applicable, the requirements set forth in this Section, including this subparagraph, requiring any and all subcontractors, as defined in Subsection 448.095(1)(e), Florida Statutes (2025), as may be amended or revised, to include all of the requirements of this Section. in their subcontracts. Contractor shall be responsible for compliance by any and all subcontractors, as defined in Subsection 448.095(1)(e), Florida Statutes (2025), as may be amended or revised, with the requirements of Section 448.095, Florida Statutes (2025), as may be amended or revised.

### **Anti-Human Trafficking**

As a condition precedent to the effectiveness of this Agreement, Contractor shall provide City with an affidavit signed by an officer or a representative of Contractor under penalty of perjury attesting that Contractor does not use coercion for labor or services as defined in Section 787.06, Florida Statutes (2025), as may be amended or revised.

### **Prohibition Against Contracting With Scrutinized Companies**

Subject to *Odebrecht Construction, Inc., v. Prasad*, 876 F.Supp.2d 1305 (S.D. Fla. 2012), affirmed, *Odebrecht Construction, Inc., v. Secretary, Florida Department of Transportation*, 715 F.3d 1268 (11th Cir. 2013), with regard to the "Cuba Amendment," the Contractor certifies that it is not on the Scrutinized Companies with Activities in Sudan List or the Scrutinized Companies with Activities in the Iran Petroleum Energy Sector List, and that it does not have business operations in Cuba or Syria, as provided in Section 287.135, Florida Statutes (2025), as may be amended or revised. The Contractor certifies that it is not on the Scrutinized Companies that Boycott Israel List created pursuant to Section 215.4725, Florida Statutes (2025), as may be amended or revised, and that it is not engaged in a boycott of Israel. The City may terminate this Agreement at the City's option if the Contractor is found to have submitted a false certification as provided under subsection (5) of Section 287.135, Florida Statutes (2025), as may be amended or revised, or been placed on the Scrutinized Companies with Activities in Sudan List or the Scrutinized Companies with Activities in the Iran Petroleum Energy Sector List or the Scrutinized Companies that Boycott Israel List created pursuant to Section 215.4725, Florida Statutes (2025), as may be amended or revised, or is engaged in a boycott of Israel or has been engaged in business operations in Cuba or Syria, as defined in Section 287.135, Florida Statutes (2025), as may be amended or revised.

### **Cancellation For Unappropriated Funds**

The obligation of City for payment to Contractor is limited to the availability of funds appropriated in a current fiscal period, and continuation of the contract into a subsequent fiscal period is subject to appropriation of funds, unless otherwise authorized by law. In the event of the loss of funds appropriated to City specifically dedicated to pay Contractor for the Services, City may terminate without liability any Service or portion thereof upon thirty (30) days prior written notice to Contractor. Termination for this reason shall not relieve City of its obligation to pay any amounts due to Contractor up to the date of termination.

### **FOREIGN COUNTRIES OF CONCERN**

As a condition precedent to the effectiveness of this Agreement, the Contractor shall provide the City with an affidavit signed by an officer or representative of the Contractor under penalty of perjury attesting that the Contractor does not meet any of the criteria in paragraphs (2)(a)-(c) of Section 287.138, Florida Statutes (2025), as may be amended or revised.

### **PUBLIC ENTITY CRIME**

Contractor represents that the execution of this Agreement will not violate Section 287.133, Florida Statutes (2025), as may be amended or revised, which provides that a person or affiliate who has been placed on the convicted vendor list following a conviction for a public entity crime may not submit a bid, proposal, or reply on a contract to provide any goods or services to a public entity, may not submit a bid, proposal, or reply on a contract with a public entity for the construction or repair of a public building or public work, may not submit bids, proposals, or replies on leases of real property to a public entity, may not be awarded or perform work as a contractor, supplier, subcontractor, or consultant under a contract with any public entity, and may not transact any business with any public entity in excess of the threshold amount provided in Section 287.017, Florida Statutes (2025), as may be amended or revised, for CATEGORY TWO for a period of 36 months following the date of being placed on the convicted vendor list. Violation of this Section shall result in termination of this Agreement and recovery of all monies paid by City pursuant to this Agreement and may result in debarment from City's competitive procurement activities.

### **PUBLIC RECORDS**

**IF THE CONTRACTOR HAS QUESTIONS REGARDING THE APPLICATION OF CHAPTER 119, FLORIDA STATUTES, TO THE CONTRACTOR'S DUTY TO PROVIDE PUBLIC RECORDS RELATING TO THIS CONTRACT, CONTACT THE CUSTODIAN OF PUBLIC RECORDS AT CITY CLERK'S OFFICE, ONE EAST BROWARD BOULEVARD, SUITE 444, FORT LAUDERDALE, FLORIDA 33301, EMAIL: [PRRCONTRACT@FORTLAUDERDALE.GOV](mailto:PRRCONTRACT@FORTLAUDERDALE.GOV), PHONE: 954-828-5002.**

Contractor shall comply with public records laws, and Contractor shall:

1. Keep and maintain public records required by the City to perform the service.
2. Upon request from the City's custodian of public records, provide the City with a copy of the requested records or allow the records to be inspected or copied within a reasonable time at a cost that does not exceed the cost provided in Chapter 119, Florida Statutes (2024), as may be amended or revised, or as otherwise provided by law.
3. Ensure that public records that are exempt or confidential and exempt from public records disclosure requirements are not disclosed except as authorized by law for the duration of the contract term and following completion of the contract if the Contractor does not transfer the records to the City.
4. Upon completion of the Contract, transfer, at no cost, to the City all public records in possession of the Contractor or keep and maintain public records required by the City to perform the service. If the Contractor transfers all public records to the City upon completion of the Contract, the Contractor shall destroy any duplicate public records that are exempt or confidential and exempt from public records disclosure requirements. If the Contractor keeps and maintains public records upon completion of the Contract, the Contractor shall meet all applicable requirements for retaining public records. All records stored electronically must be provided to the City, upon request from the City's custodian of public records, in a format that is compatible with the information technology systems of the City.

### **INSURANCE**

As a condition precedent to the effectiveness of this Agreement, during the term of this Agreement and during any renewal or extension term of this Agreement, the Contractor, at its sole expense, shall provide insurance of such types and with such terms and limits as noted below. Providing proof of and maintaining adequate insurance coverage are material obligations of the Contractor. The Contractor

shall provide the City a certificate of insurance evidencing such coverage. Such certificate(s) of insurance shall be the sole evidence of the coverage required hereunder, and the Contractor shall not be required to disclose, deliver, or otherwise provide copies of its underlying insurance policies or endorsements. The Contractor's insurance coverage shall be primary insurance for all applicable policies. The limits of coverage under each policy maintained by the Contractor shall not be interpreted as limiting the Contractor's liability and obligations under this Agreement. All insurance policies shall be through insurers authorized or eligible to write policies in the State of Florida and possess an A.M. Best rating of A-, VII or better, subject to approval by the City's Risk Manager.

The coverages, limits, and/or endorsements required herein protect the interests of the City, and these coverages, limits, and/or endorsements shall in no way be relied upon by the Contractor for assessing the extent or determining appropriate types and limits of coverage to protect the Contractor against any loss exposures, whether as a result of this Agreement or otherwise. The requirements contained herein, as well as the City's review or acknowledgement, are not intended to and shall not in any manner limit or qualify the liabilities and obligations assumed by the Contractor under this Agreement.

The following insurance policies and coverages are required:

#### Commercial General Liability

Coverage must be afforded under a Commercial General Liability policy with limits not less than:

- \$1,000,000 each occurrence and \$2,000,000 aggregate for Bodily Injury, Property Damage, and Personal and Advertising Injury
- \$1,000,000 each occurrence and \$2,000,000 aggregate for Products and Completed Operations

Policy must include coverage for contractual liability and independent contractors.

The City, a Florida municipal corporation, its officials, employees, and volunteers are to be covered as an additional insured with a CG 20 26 04 13 Additional Insured – Designated Person or Organization Endorsement or similar endorsement providing equal or broader Additional Insured Coverage with respect to liability arising out of activities performed by or on behalf of the Contractor, as evidenced by the Certificate of Insurance; the Contractor shall not be required to provide a copy of the endorsement itself. The coverage shall contain no special limitation on the scope of protection afforded to the City, its officials, employees, and volunteers.

#### Cyber Liability

Coverage must be afforded in an amount not less than \$1,000,000 per claim for negligent retention of data as well as notification and related costs for cyber incidents.

#### Insurance Certificate Requirements

- a. The Contractor shall provide the City with valid Certificates of Insurance (binders are unacceptable) no later than ten (10) days prior to the start of work contemplated in this Agreement.
- b. The Contractor shall provide to the City a Certificate of Insurance reciting that it will endeavour to provide a thirty (30) day notice of cancellation.
- c. In the event that the insurer is unable to accommodate the cancellation notice requirement, it shall be the responsibility of the Contractor to provide the proper notice. Such notification will be in writing by registered mail, return receipt requested, and addressed to the certificate holder.
- d. In the event the Agreement term or any surviving obligation of the Contractor following expiration or early termination of the Agreement goes beyond the expiration date of the insurance policy, the Contractor shall provide the City with an updated Certificate of Insurance no later than ten (10) days prior to the expiration of the insurance currently in effect. The City reserves the right to suspend the Agreement until this requirement is met.

- e. The Certificate of Insurance shall indicate whether coverage is provided under a claims-made or occurrence form. If any coverage is provided on a claims-made form, the Certificate of Insurance must show a retroactive date, which shall be the effective date of the initial contract or prior.
- f. The City shall be named as an Additional Insured on all liability policies.
- g. The title of the Agreement, Bid/Contract number, or other identifying reference must be listed on the Certificate of Insurance.

The Certificate Holder should read as follows:

City of Fort Lauderdale  
Attn: Information Technology Services  
401 SE 21st Street  
Fort Lauderdale, FL 33316

The Contractor has the sole responsibility for all insurance premiums and shall be fully and solely responsible for any costs or expenses as a result of a coverage deductible, co-insurance penalty, or self-insured retention; including any loss not covered because of the operation of such deductible, co-insurance penalty, self-insured retention, or coverage exclusion or limitation. Any costs for adding the City as an Additional Insured shall be at the Contractor's expense.

If the Contractor's primary insurance policy/policies do not meet the minimum requirements, as set forth in this Agreement, the Contractor may provide evidence of an Umbrella/Excess insurance policy to comply with this requirement.

The Contractor's insurance coverage shall be primary insurance as respects to the City, a Florida municipal corporation, its officials, employees, and volunteers. Any insurance or self-insurance maintained by the City, a Florida municipal corporation, its officials, employees, or volunteers shall be non-contributory.

Any exclusion or provision in any insurance policy maintained by the Contractor that excludes coverage required in this Agreement shall be deemed unacceptable and shall be considered breach of contract.

All required insurance policies must be maintained until the contract work has been accepted by the City, or until this Agreement is terminated, whichever is later. Any lapse in coverage shall be considered breach of contract. In addition, Contractor must provide to the City confirmation of coverage renewal via an updated certificate should any policies expire prior to the expiration of this Agreement.

The Contractor shall provide notice of any and all claims, accidents, and any other occurrences associated with this Agreement to the Contractor's insurance company or companies and the City's Risk Management office, as soon as practical.

It is the Contractor's responsibility to ensure that any and all of the Contractor's independent contractors and subcontractors comply with these insurance requirements. All coverages for independent contractors and subcontractors shall be subject to all of the applicable requirements stated herein. Any and all deficiencies are the responsibility of the Contractor.

## Appendix A: Change Control Process

The "Change Control Process" governs changes to the Project parameters (scope, schedule, budget, quality, risk) during the life of the Project. Change Orders can be requested by HARRIS or CLIENT; however, all Change Orders must be approved in writing by both HARRIS and CLIENT before any changes are formally accepted into the project.

No Change Order shall become effective unless mutually agreed to in writing by both parties. No work, other than estimating, will be performed on a Change Order by HARRIS until sign off has been obtained by the parties. There will not be fees charged by HARRIS to provide estimates for Change Orders.

To effectively control changes to the project, HARRIS uses an industry standard Change Control process to assess all impacts of a potential project change. The Change Control process is described below:

### **Change Request Submission**

CLIENT and/or HARRIS identify a need for a change to the project and submit a request. It is expected that the party raising the request will provide as much relevant information as possible at the time of raising the request to support proper impact assessment activities.

Such a request must be in writing and identify the business and other reasons for the requested change and the impact it would have if the change were agreed upon, which may include Budget, Deliverables, Milestone Payments, Schedule, Risks, and Resources.

### **Change Request Assessment**

HARRIS and CLIENT Project Managers will assess the potential change and the impact on budget, schedule, quality, resources, and risks. Where applicable, options will be defined and documented.

### **Change Order (document)**

The HARRIS Project Manager will prepare a formal Change Order document and submit it to CLIENT for review. The Change Order document will contain at a minimum:

- Business reason/justification for the change
- Detailed description of the change
- Impact assessment of the change
- Any payment milestone revisions impacted by the change (projected billing dates and invoice amounts)
- Project impacts of not approving the change

Any Deliverables that have already been completed and accepted by the CLIENT that are subsequently altered because of a Change Order must be appropriately revised, pursuant to the Change Order, with the change number and date noted. An updated version of such a Deliverable will then be signed and stored with the project documentation.

CLIENT and HARRIS will review the Change Order for approval or rejection.

### **Change Order Review Period**

After any request for a Change Order is made, the parties will have five (5) business days, or any additional, mutually agreed upon period, to consider the request (the "Change Order Review Period").

The Change Order Review Period will commence the day the Change Order request is received in writing by the party being asked for the Change Order. During the Change Order Review Period, HARRIS will provide the CLIENT with all information material to the requested Change Order, regardless of which party initiated the Change Order, including but not limited to any additional fees that would be incurred, the impacts on the relevant Deliverables, and any alteration of the MS Project Schedule that would result if the Change Order were agreed to. HARRIS will also, during the Change Order Review Period, provide a time and materials or a Fixed Price cost based on the CLIENT's desired pricing model.

During the Change Order Review Period, the CLIENT will provide HARRIS with any information reasonably requested by HARRIS to evaluate any Change Order requested by CLIENT.

#### **Change Order Approval**

If both the CLIENT and HARRIS agree to the change, all relevant terms shall be documented in the Change Order. Any charges not already specified in the Statement of Work, or which are different than those in this Statement of Work will be noted in the Change Order. Any additional services performed by HARRIS because of a Change Order will require the payment to HARRIS of additional fees as agreed.

Upon approval, CLIENT and HARRIS will sign the Change Order document and have the executed copy stored in the project document repository.

#### **Change Order Rejection**

If agreement on a requested Change Order does not occur by the end of the Change Order Review Period, the change order is considered rejected. At this point, either party may initiate the conflict resolution process set forth in this Statement of Work regarding the requested Change Order, unless the change solely regards a Deliverable that was completed and accepted before the request for the Change Order was made.

#### **Change Request/Change Order Log**

HARRIS will maintain an ongoing log of all Change Orders during the life of the project. This will be accessible to CLIENT.

#### **Conflict Resolution Process**

HARRIS recommends three levels for conflict escalation:

1. Project Managers to
2. Sponsors/Director to
3. Executive (VP, EVP, GM).

One representative from HARRIS and representatives from CLIENT are designated at each level. All issues must be in written form – providing details, impacts and alternative resolutions. If the parties are unable to resolve a dispute through this informal process, then they will follow the formal Dispute Resolution process that is set forth in the Software Implementation Services Agreement.

## Appendix B: FTL Fields to be converted

### Main Fields to be converted

**Description**

customer  
contact  
address  
premise  
account  
account\_customer  
account\_premise  
bill\_delivery\_method  
meter  
meter\_register  
equipment  
service\_point  
meter\_connection  
equipment\_connection  
remote  
billing\_agreement  
billing\_agreement\_addon  
meter\_reading  
meter\_register\_reading  
news\_item  
statement  
payment  
payment\_reversal  
bill  
bill\_detail  
penalty  
penalty\_reversal  
charge  
charge\_detail  
credit\_memo  
credit\_memo\_line  
deposit  
deposit\_refund  
deposit\_apply  
arbalance  
summer\_sewer\_limit  
alert  
tax\_exemption  
exemption

**Archive Fields to be converted-no formal structure**

**Description**

account  
account\_customer  
account\_premise  
transaction  
notes  
meter\_reading  
service\_order