



**FOURTH AMENDMENT TO
THE LOTTERY & STUDENT APPLICATION
MANAGEMENT SOLUTION AGREEMENT
BETWEEN THE CITY OF PEMBROKE PINES AND
SCHOOLMINT, INC. F/K/A FIREFLY DIGITAL,
INC.**

THIS IS AN AGREEMENT ("Agreement"), dated this 22 day of May, **2020**, *nunc pro tunc* **April 21, 2020** entered into by and between:

THE CITY OF PEMBROKE PINES, a municipal corporation organized and operating under the laws of the State of Florida, with an address of 601 City Center Way, Pembroke Pines, FL 33025, hereinafter referred to as "CLIENT",

and

SCHOOLMINT, INC. F/K/A FIREFLY DIGITAL, INC., a For Profit Corporation as listed with the Delaware Division of Corporations, authorized to do business in the State of Florida, with a business address of **130 S Buchanan Street Suite 100, Lafayette, LA 70501**, hereinafter referred to as "SCHOOLMINT". "CLIENT" and "SCHOOLMINT" may hereafter be collectively referred to as the "Parties".

WHEREAS, on **June 18, 2014**, pursuant to section §35.18(C)(3) of the City of Pembroke Pines Code of Ordinances, CLIENT selected Firefly Digital, Inc. to provide CLIENT with the Smart Choice student enrollment solution; and,

WHEREAS, on **April 21, 2014**, the CLIENT entered into the Lottery & Student Application Management Solution Agreement ("Original Agreement") for an initial three (3) year period, and Authorizing one (1) or more additional one (1) year terms upon mutual agreement of the Parties; and,

WHEREAS, on **August 23, 2017**, the Parties executed the First Amendment to the Original Agreement which renewed the term of the Original Agreement for the first one (1) year renewal term commencing **April 21, 2017** and expiring on **April 20, 2018**; and,

WHEREAS, on **January 10, 2018**, the Parties executed the Second Amendment to the Original Agreement, as amended, to include provisions for Public Records and to renew the term of the Original Agreement for the second one (1) year term commencing **April 21, 2018** and expiring on **April 20, 2019**; and,



WHEREAS, on **January 30, 2019**, the Parties executed the Third Amendment to the Original Agreement, as amended, to include Scrutinized Companies provision and to renew the term of the Original Agreement for the third one (1) year term commencing **April 21, 2019** and expiring on **April 20, 2020**; and,

WHEREAS, on _____, the Original Agreement, as amended, was assigned and transferred to SchoolMint, Inc. by Firefly Digital, Inc., and SchoolMint, Inc. assumed all obligations, duties and liabilities of Firefly Digital, Inc. under the Original Agreement, as amended, and more particularly described by **Exhibit "A"** attached hereto and by this reference made a part hereof; and,

WHEREAS, the Parties have been satisfied with performance of Original Agreement, as amended, and desire to align the term Original Agreement with the School Fiscal Year and renew the terms of their contractual relationship for an additional one (1) year period; and,

WHEREAS, the Parties desire to amend the Original Agreement, as amended, to increase the annual compensation amount and to modify the terms of the Original Agreement as set forth herein.

W I T N E S S E T H

NOW, THEREFORE, for and in consideration of the sum of the mutual covenants and other good and valuable consideration, the receipt of which are hereby acknowledged, the Parties hereto agree as set forth below:

1. RECITALS. The recitations set forth in the above "WHEREAS" clauses are true and correct and incorporated herein by this reference.

2. COMPENSATION. The total annual compensation amount to be provided pursuant to Original Agreement, as amended shall not exceed **EIGHT THOUSAND TWO HUNDRED AND FIFTY DOLLARS (\$8,250.00)**. The Rate Schedule of Original Agreement, as amended, is hereby further amended, as set forth herein and as more particularly described in **Exhibit "B"**, attached hereto and by this reference made a part hereof.

3. TERM AND TERMINATION. The Original Agreement is hereby renewed for one (1) year, commencing on April 21, 2020 and terminating on July 31, 2021. The Original Agreement, as amended may be terminated for convenience by CLIENT upon providing thirty (30) days written notice to SCHOOLMINT, in such case SCHOOLMINT shall be compensated for services provided until termination and costs reasonably related to termination.

4. INDEMNIFICATION. The Parties agree Section XIV of the Master Project Agreement portion of the Original Agreement, as amended, is hereby repealed and replaced with the following:



“SCHOOLMINT shall indemnify and hold harmless CLIENT, and it’s officers, agents, assigns, and employees from and against any and all claim, lien, payment, direct, indirect, or consequential damage, expense, liability, or judgment of any nature at trial and appellate levels, including arbitration or mediation expenses including, but not limited to reasonable attorney’s fees, including paralegal expenses, arising out of or relating to or resulting in any way from SCHOOLMINT’s acts, errors, or omissions or as a consequence of the goods, commodities, or services furnished pursuant to this Agreement or those of any subcontractor, agents, officers, employees, or independent contractor retained by SCHOOLMINT pursuant to this Agreement.

SCHOOLMINT shall further indemnify and hold harmless CLIENT, and it’s officers, agents servants, assigns, and employees from and against any and all claims demands, or causes of action whatsoever, and the resulting losses, costs, expenses, reasonable attorney’s fees, including paralegal expenses, at both the trial and appellate levels, liabilities, damages, orders, judgments, or decrees sustained by CLIENT or any third party arising out of, by reason of, or resulting from any alleged infringement of any patent, copyright, or any other intellectual property rights arising from CLIENT’s use of any process, material, property or other item produced or used or the disposition thereof, in connection with SCHOOLMINT’s performance of this Agreement.”

5. NON-DISCRIMINATION & EQUAL OPPORTUNITY EMPLOYMENT. The Parties agree the following provision shall be added to the Master Service Agreement portion of the Original Agreement, as amended, as follows:

“XXII. NON-DISCRIMINATION & EQUAL OPPORTUNITY EMPLOYMENT
During the performance of the Agreement, neither the SCHOOLMINT nor any subcontractors shall discriminate against any employee or applicant for employment because of race, religion, color, gender, national origin, sex, age, marital status, political affiliation, familial status, sexual orientation, or disability if qualified. SCHOOLMINT will take affirmative action to ensure that employees are treated during employment, without regard to their race, religion, color, gender, national origin, sex, age, marital status, political affiliation, familial status, sexual orientation, or disability if qualified. Such actions must include, but not be limited to, the following: employment, promotion, demotion or transfer, recruitment or recruitment advertising, layoff or termination, rates of pay or other forms of compensation, and selection for training, including apprenticeship. SCHOOLMINT shall agree to post in conspicuous places, available to employees and applicants for employment, notices to be provided by the contracting officer setting forth the provisions of this nondiscrimination clause. SCHOOLMINT further agrees that SCHOOLMINT will ensure that subcontractors, if any, will be made aware of and will comply with this nondiscrimination clause.”



6. ASSIGNMENT. The Parties agree Section X of the Master Project Agreement portion of the Original Agreement, as amended, is hereby repealed and replaced as follows:

“This Agreement, and any interests herein, shall not be assigned, transferred or otherwise encumbered, under any circumstances, by SCHOOLMINT without the prior written consent of CLIENT. For purposes of this Agreement, any change of ownership of CONSULTANT shall constitute an assignment which requires CITY approval. However, this Agreement shall run to the benefit of CITY and its successors and assigns.”

7. CONFIDENTIALITY OF EDUCATION RECORDS. The Parties agree the following provision shall be added to the Master Service Agreement portion of the Original Agreement, as amended, as follows:

“XXIII. CONFIDENTIALITY OF EDUCATION RECORDS. Education records held by CLIENT may be disclosed to SCHOOLMINT for purposes associated with the services to be provided pursuant to the Original Agreement, as amended. CLIENT will obtain consent from each student’s parent/guardian or student age 18 or older whose education records are to be shared prior to disclosing or allowing access to the education records listed below. Notwithstanding any provision to the contrary within this Agreement, SCHOOLMINT shall:

XXIII.I Fully comply with the requirements of Sections 1002.22, 1002.221, and 1002.222, Florida Statutes, as may be amended from time to time, the Family Educational Rights and Privacy Act, 20 U.S.C § 1232g (“FERPA”) and its implementing regulations (34 C.F.R. Part 99), and any other state or federal law or regulation regarding the confidentiality of student information and records;

XXIII.II Hold any education records in strict confidence and not use or disclose same except as required by this Agreement or as required or permitted by law unless the parent of each student or a student age 18 or older whose education records are to be shared provides prior written consent for their release;

XXIII.III Ensure that, at all times, all of its employees who have access to any education records during the term of their employment shall abide strictly by its obligations under this Agreement, and that access to education records is limited only to its employees that require the information to carry out the responsibilities under this Agreement and shall provide said list of employees to CLIENT upon request;

XXIII.IV Safeguard each education record through administrative, physical and technological safety standards to ensure that adequate controls are in place to protect the education records and information in accordance with FERPA’s privacy requirements;

XXIII.V Utilize the education records solely for the purposes of providing services as contemplated under this Agreement; and shall not share, publish, sell, distribute, target advertise, or display education records to any third party; and,



XXIII.VI Notify CLIENT immediately upon discovery of a breach of confidentiality of education records and take all necessary notification steps as may be required by federal and Florida law.

8. SCHOOLMINT'S OBLIGATIONS. The Parties agree where the Original Agreement, as amended, makes reference to "Firefly Digital, Inc." or "Firefly", such references shall be construed to refer to, and to bind "SchoolMint", as more particularly described in **Exhibit "A"**, attached hereto any by reference made a part hereof.

9. ORIGINAL AGREEMENT. The Parties agree that in all other respects the Original Agreement, as amended, shall remain in full force and effect, except as specifically modified herein.

10. EXHIBITS. Each exhibit referred to in the Original Agreement, except as repealed herein, forms an essential part of this Agreement. The exhibits, if not physically attached, should be treated as part of this Agreement and are incorporated herein by reference.

11. CONFLICT. In the event of any conflict or ambiguity by and between the terms and provisions of this Fourth Amendment, the Third Amendment, the Second Amendment, the First Amendment, and the Original Agreement, the terms and provisions of this Fourth Amendment shall control to the extent of any such conflict or ambiguity.

IN WITNESS OF THE FOREGOING, the Parties have set their hands and seals the day and year first written above.

ATTEST:

CLIENT:

CITY OF PEMBROKE PINES

MARLENE D. GRAHAM,
CITY CLERK

Signed by: _____
CHARLES F. DODGE
CITY MANAGER

APPROVED AS TO FORM BY:

Print Name: _____
OFFICE OF THE CITY ATTORNEY

SCHOOLMINT:

**SCHOOLMINT, INC. F/K/A FIREFLY
DIGITAL, INC.**

Signed By: _____
Name: Samantha Remeika
Title: Vice President, Customer Success, SchoolMint Inc

EXHIBIT “A”

ASSUMPTION AND CONSENT AGREEMENT

THIS ASSUMPTION AND CONSENT AGREEMENT is made this ____ day of _____, 2020, (“Effective Date”), by and between the **City of Pembroke Pines**, FL, located at 601 City Center Way, Pembroke Pines, FL 33025 (hereinafter “City”) and **SchoolMint, Inc.**, with a current place of business at 130 S Buchanan Street, Suite 100, Lafayette, LA 70501 (hereinafter “Assignee”).

WHEREAS, City and Firefly Digital, Inc. entered into the Lottery & Student Application Management Solution Agreement dated April 21st, 2014, which was subsequently amended by the First Amendment, Second Amendment, Third Amendment, and Fourth Amendment (herein collectively referred to as “Agreement”); and,

WHEREAS, Assignee is willing to assume all obligations, duties, and liabilities of Firefly Digital, Inc. set forth in the Agreement; and,

WHEREAS, City is willing to authorize the assumption of Agreement by Assignee based on the terms and conditions set forth herein.

NOW, THEREFORE, in consideration of the foregoing recitals which by this reference are incorporated herein, City and Assignee agree and represent as follows:

1. **ASSUMPTION BY ASSIGNEE.** Assignee hereby assumes all obligations, covenants, duties, and liabilities of Firefly Digital, Inc. pursuant to Agreement. Assignee further agrees that it shall perform all of Firefly Digital, Inc. original obligations under the Agreement. Assignee hereby assumes Firefly Digital, Inc.’s right, title and interest in and to the Agreement.
2. **ENFORCEMENT BY CITY.** Assignee and City hereby acknowledge and agree that there may be obligations, duties, and liabilities contained in the Agreement that are for the benefit of the City, and the City shall be entitled to enforce such duties, obligations, and liabilities contained in the Agreement against Assignee to the same extent and in the same manner as if Assignee had entered into the Agreement with the City on the Effective Date of the Agreement.
3. The Assignee and City each represent that the undersigned is vested with full authority to execute this Assumption and Consent Agreement on behalf thereof.
4. Each party is hereby authorized to accept and rely upon a facsimile signature or signature transmitted through electronic means of the other party on this Assumption and Consent Agreement. Any such signature shall be treated as an original signature for all purposes. Each party is hereby authorized to accept and rely upon documents in paper or electronic format.
5. This Assumption and Consent Agreement may be executed in multiple counterparts, each of which will be deemed an original but all of which together will constitute one and the same instrument.

SIGNATURE PAGE FOLLOWS

IN WITNESS OF THE FOREGOING, City and Assignee have executed this Assumption and Consent Agreement as of the Effective Date.

City of Pembroke Pines

(“City”)

Signed By: _____

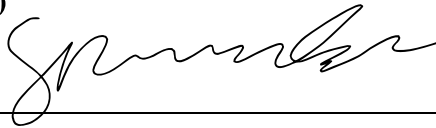
Name: _____

Title: _____

Date: _____

SchoolMint, Inc.

(“Assignee”)

Signed By:  _____

Name: Samantha Remeika

Title: VP, Customer Success, SchoolMint, Inc.

Date: 5/26/2020



Exhibit "B"

Renewal Notice for City of Pembroke Pines Charter Schools May 11, 2020

Created by:

Michael Jimenez
SchoolMint, Inc.
Phone: (800) 396-1615

Prepared for:

Anna Marie Negrón
City of Pembroke Pines Charter Schools



January 1, 2020

SchoolMint was very excited to welcome Smart Choice Technologies into the SchoolMint family of companies on November 19, 2019. SchoolMint is committed to ongoing investments and innovations in the Smart Choice platform. This includes expansion and enhancement of the current platform as well as key investments in the kinds of innovations that will help your district work smarter, overcome more challenges, and empower your effective parent engagement.

Over the past several years, Smart Choice has made significant improvements in the Smart Choice product family, including a complete platform upgrade, to deliver market-leading new functionality to customers. During this time, Smart Choice maintained highly discounted pricing even as costs for development, customer support, and hosting increased significantly. Starting with this renewal cycle, we are including a modest price increase which is reflected in your renewal invoice. This pricing is a significant discount from market rate in appreciation for your ongoing partnership.

For your records, enclosed you will find our current W-9 and our current price list of services. You will find additional information in your attached renewal. In addition, please update your records to reflect the below information.

Invoicing contact:

Email: AR@schoolmint.com

Phone: 800-396-1615 x400

Remittance address:

SchoolMint Inc.

6625 Miami Lakes Drive E

Suite 231

Miami Lakes, FL 33014

We look forward to a seamless transition to SchoolMint, Inc. If you have any questions about this change, please feel free to contact your Account Manager or Accounting@SchoolMint.com. Looking forward to our continued partnership.

Sincerely,

A handwritten signature in black ink, appearing to read "Bryan MacDonald", written over a light blue horizontal line.

Bryan MacDonald
Chief Executive Officer at SchoolMint

Thank you for being a loyal SchoolMint, Inc. customer!

251 Post Street, Suite 200, San Francisco, CA 94108

Renewal Proforma Invoice

We appreciate your loyalty as a customer and look forward to continuing to provide SchoolMint products and services to support your enrollment needs. Please review this notification for accuracy and notify us regarding any enrollment changes planned for the upcoming school year.

This Proforma Invoice is entered into by **SchoolMint, Inc.** ("SchoolMint") and City of Pembroke Pines Charter Schools ("Customer") as of 2020-04-21 pursuant to the terms of the initial Master Service Agreement (the "Agreement"). The terms of the Agreement are incorporated by reference, as modified and supplemented hereby the terms of this Proforma Invoice. Except as expressly amended and supplemented hereby, the terms of the Agreement shall remain in full effect.

This Order Form shall remain in effect until 2021-06-30 ("Subscription End Date") unless earlier terminated in accordance with the Agreement. By signing below, customer agrees to receive an invoice for the subscription period based on the details of this notification. Should there be specific invoice date or purchase order requirements, please notify us when signing this notification, otherwise you will receive an invoice immediately upon signing.

To avoid service interruption, please return this signed renewal notification before 2020-07-31

**** If a purchase order is required, please submit a copy along with this signed notification. ****

At the end of each initial Subscription Term and each Subscription Term thereafter, SchoolMint shall have the right to increase its prices for the Services and will notify Client of such increase prior to each renewal.

Type of License	Quantity
# of Students	34275
# of Sites	9
Contract Term	14

Name	QTY	Subtotal
SC Charter - Application & Lottery	1	\$9,625.00

Total \$9,625.00

LICENSE LIMITATIONS AND FEES

*Text messaging sufficient to meet the needs of most organizations is included in your license, based on contract value. An allotment of voice calls is also included for customers purchasing a voice call license. If necessary for

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higher levels of usage, additional packages of messages or calls can be purchased through SchoolMint. See more details here: [SchoolMint Text Messaging Terms](#)

To avoid service interruption, purchase order or check must be received before 2020-04-21

Accepted and agreed by the authorized representative of each party:

City of Pembroke Pines Charter Schools

By: _____

Name: _____

Title: _____

Date _____

Licensee Information Sheet

(Please submit a completed copy with the Contract)

Main Contact (Contract signer):

Name:

Phone:

Email address:

Invoicing Contact:

Bill to:

Email address:

Address:

Customer Notes

**If your organization is participant in a Co-Op, please let us know here!

Payment Terms: Please make all checks payable to: SchoolMint, Inc. 6625 Miami Lakes Drive, Suite 231 Miami Lakes, FL 33014	You can also make payments by Bank Transfer. Bank Name: Webster Bank Bank Holder: SchoolMint, Inc. Account No.: 23135570 ABA/Routing #: 211170101
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*Annual license costs automatically renew every year unless Customer provides SchoolMint, Inc. with advance notice (60 days) prior to license original expiration date. If you cancel sixty (60) days prior to an upcoming renewal date, you will not be charged on the following renewal date and henceforth. For additional details, view our Payment Policy.

RATE SCHEDULE

The following is a schedule of rates for additional services:

Type	Description	HOURLY RATE
Account Service	Account service from Customer Success Manager including project management, site configuration, solution consultation, preparation and delivery of training, etc.	\$150.00
Data Entry	Basic data entry including creation of additional online forms, entry of language translations, etc.	\$100.00
Professional Services Engineering	Data import/export work including polygon ingestion for catchment areas, creation of custom reports, generation of imports, additional SIS mapping work, etc.	\$150.00
Engineering & Customization	Any custom request requiring product and/or engineering involvement; includes specification gathering, design, development & testing of custom work	\$250.00

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251 Post Street, Suite 200, San Francisco, CA 94108

Request for Taxpayer Identification Number and Certification

Give Form to the
requester. Do not
send to the IRS.

► Go to www.irs.gov/FormW9 for instructions and the latest information.

Print or type.
See Specific Instructions on page 3.

1 Name (as shown on your income tax return). Name is required on this line; do not leave this line blank.

SchoolMint Inc.

2 Business name/disregarded entity name, if different from above

3 Check appropriate box for federal tax classification of the person whose name is entered on line 1. Check only **one** of the following seven boxes.

☐ Individual/sole proprietor or single-member LLC

☒ C Corporation

☐ S Corporation

☐ Partnership

☐ Trust/estate

☐ Limited liability company. Enter the tax classification (C=C corporation, S=S corporation, P=Partnership) ►

Note: Check the appropriate box in the line above for the tax classification of the single-member owner. Do not check LLC if the LLC is classified as a single-member LLC that is disregarded from the owner unless the owner of the LLC is another LLC that is **not** disregarded from the owner for U.S. federal tax purposes. Otherwise, a single-member LLC that is disregarded from the owner should check the appropriate box for the tax classification of its owner.

☐ Other (see instructions) ►

4 Exemptions (codes apply only to certain entities, not individuals; see instructions on page 3):

Exempt payee code (if any) _____

Exemption from FATCA reporting code (if any) _____

(Applies to accounts maintained outside the U.S.)

5 Address (number, street, and apt. or suite no.) See instructions.

251 Post Street, Suite 200

Remit to:

6 City, state, and ZIP code

San Francisco, CA 94108

6625 Miami Lakes DR, Ste 231
Miami Lakes, FL 33014

Requester's name and address (optional)

7 List account number(s) here (optional)

Part I Taxpayer Identification Number (TIN)

Enter your TIN in the appropriate box. The TIN provided must match the name given on line 1 to avoid backup withholding. For individuals, this is generally your social security number (SSN). However, for a resident alien, sole proprietor, or disregarded entity, see the instructions for Part I, later. For other entities, it is your employer identification number (EIN). If you do not have a number, see *How to get a TIN*, later.

Note: If the account is in more than one name, see the instructions for line 1. Also see *What Name and Number To Give the Requester* for guidelines on whose number to enter.

Social security number

____ - ____ - ____

or

Employer identification number

4 6 - 3 5 8 9 7 0 0

Part II Certification

Under penalties of perjury, I certify that:

1. The number shown on this form is my correct taxpayer identification number (or I am waiting for a number to be issued to me); and
2. I am not subject to backup withholding because: (a) I am exempt from backup withholding, or (b) I have not been notified by the Internal Revenue Service (IRS) that I am subject to backup withholding as a result of a failure to report all interest or dividends, or (c) the IRS has notified me that I am no longer subject to backup withholding; and
3. I am a U.S. citizen or other U.S. person (defined below); and
4. The FATCA code(s) entered on this form (if any) indicating that I am exempt from FATCA reporting is correct.

Certification instructions. You must cross out item 2 above if you have been notified by the IRS that you are currently subject to backup withholding because you have failed to report all interest and dividends on your tax return. For real estate transactions, item 2 does not apply. For mortgage interest paid, acquisition or abandonment of secured property, cancellation of debt, contributions to an individual retirement arrangement (IRA), and generally, payments other than interest and dividends, you are not required to sign the certification, but you must provide your correct TIN. See the instructions for Part II, later.

Sign
Here

Signature of
U.S. person ►

Date ► 1/31/2020

General Instructions

Section references are to the Internal Revenue Code unless otherwise noted.

Future developments. For the latest information about developments related to Form W-9 and its instructions, such as legislation enacted after they were published, go to www.irs.gov/FormW9.

Purpose of Form

An individual or entity (Form W-9 requester) who is required to file an information return with the IRS must obtain your correct taxpayer identification number (TIN) which may be your social security number (SSN), individual taxpayer identification number (ITIN), adoption taxpayer identification number (ATIN), or employer identification number (EIN), to report on an information return the amount paid to you, or other amount reportable on an information return. Examples of information returns include, but are not limited to, the following.

- Form 1099-INT (interest earned or paid)

- Form 1099-DIV (dividends, including those from stocks or mutual funds)
- Form 1099-MISC (various types of income, prizes, awards, or gross proceeds)
- Form 1099-B (stock or mutual fund sales and certain other transactions by brokers)
- Form 1099-S (proceeds from real estate transactions)
- Form 1099-K (merchant card and third party network transactions)
- Form 1098 (home mortgage interest), 1098-E (student loan interest), 1098-T (tuition)
- Form 1099-C (canceled debt)
- Form 1099-A (acquisition or abandonment of secured property)

Use Form W-9 only if you are a U.S. person (including a resident alien), to provide your correct TIN.

If you do not return Form W-9 to the requester with a TIN, you might be subject to backup withholding. See What is backup withholding, later.



**THIRD AMENDMENT TO THE LOTTERY & STUDENT APPLICATION
MANAGEMENT SOLUTION AGREEMENT
BETWEEN THE CITY OF PEMBROKE PINES AND
FIREFLY DIGITAL, INC.**

THIS AGREEMENT, dated this 30th day of January 2019, by and between:

THE CITY OF PEMBROKE PINES, a municipal corporation organized and operating under the laws of the State of Florida, with an address of 601 City Center Way, Pembroke Pines, FL 33025, hereinafter referred to as "CITY",

and

FIREFLY DIGITAL, INC., a Company authorized to do business in the State of Florida, with a business address of **130 South Buchanan Street, Suite #100, Lafayette, LA 70501**, hereinafter referred to as "CONTRACTOR". "CITY" and "CONTRACTOR" may be collectively referred to as the "PARTIES".

WHEREAS, on **June 18, 2014**, pursuant to section §35.18(C)(3) of the City of Pembroke Pines Procurement Procedures, the CITY awarded CONTRACTOR; and,

WHEREAS, on **April 21, 2014**, the Parties entered into the Original Agreement for an **online application system that allows families to register their students to be entered into the school's lottery system** for an initial three (3) year period, which expired on **April 20, 2017**; and,

WHEREAS, the Original Agreement authorized the renewal of the Agreement for **one (1) or more additional year terms** upon mutual consent of the Parties, evidenced by a written Amendment to the Agreement extending the term thereof; and,

WHEREAS, on **August 23, 2017**, the Parties executed the First Amendment to the Original Agreement which renewed the term of the Original Agreement for one year effective **April 21, 2017** and terminating on **April 20, 2018**; and,

WHEREAS, on **January 10, 2018**, the Parties executed the Second Amendment to the Original Agreement, as amended, which renewed the term of the Original Agreement for one year effective **April 21, 2018** and terminating on **April 20, 2019**; and,

WHEREAS, the Parties desire to amend the Original Agreement, as amended, to include certain provisions required by statutory amendments adopted since the Parties entered into the Original Agreement; and

WHEREAS, to date the Parties have been satisfied with the performance and execution of the Agreement, and desire to renew the terms of their contractual relationship as set forth herein; and,



WHEREAS, the Parties also seek to execute the **third one (1) year renewal** option and amend the Agreement in accordance with the terms and conditions set forth herein.

W I T N E S S E T H

NOW, THEREFORE, for and in consideration of the sum of the mutual covenants and other good and valuable consideration, the receipt of which are hereby acknowledged, the parties hereto agree as follows:

SECTION 1. The recitations set forth in the above "WHEREAS" clauses are true and correct and incorporated herein by this reference.

SECTION 2. Article XXI - Scrutinized Companies is hereby added to the Original Agreement, as amended, to include the following:

XXI. Scrutinized Companies. CONTRACTOR, its principals or owners, certify that they are not listed on the Scrutinized Companies that Boycott Israel List, Scrutinized Companies with Activities in Sudan List, Scrutinized Companies with Activities in the Iran Petroleum Energy Sector List, or is engaged in business operations with Syria. In accordance with Florida Statute 287.135, as amended, a company is ineligible to, and may not, bid on, submit a proposal for, or enter into or renew a contract with any agency or local governmental entity for goods or services if:

XXI.I. Any amount of, at the time bidding on, submitting a proposal for, or entering into or renewing such contract, the company is on the Scrutinized Companies that Boycott Israel List, created pursuant to s. 215.4725 or is engaged in a boycott of Israel; or

XXI.II One million dollars or more if, at the time of bidding on, submitting a proposal for, or entering into or renewing such contract, the company:

XXI.II.I Is on the Scrutinized Companies with Activities in Sudan List or the Scrutinized Companies with Activities in the Iran Petroleum Energy Sector List, created pursuant to s. 215.473; or

XXI.II.II Is engaged in business operations in Syria.

SECTION 3. The Original Agreement is hereby renewed for the **third one (1) year renewal** period commencing on **April 21, 2019** and terminating on **April 20, 2020**.

SECTION 4. In the event of any conflict or ambiguity by and between the terms and provisions of this Third Amendment, the Second Amendment, the First Amendment, and the



Original Agreement, as amended, the terms and provisions of this amendment shall control to the extent of any such conflict or ambiguity.

SECTION 5. The Parties agree that in all other respects the Original Agreement, as amended by the First Amendment, the Second Amendment, and this Third Amendment remain in full force and effect, except as specifically modified herein.

SECTION 5. Each Exhibit referred to in the Original Agreement, except as repealed herein, forms an essential part of this Agreement. The exhibits, if not physically attached, should be treated as part of this Agreement and are incorporated herein by reference.

**THE REMAINDER OF THIS PAGE
HAS BEEN INTENTIONALLY LEFT BLANK**



IN WITNESS OF THE FOREGOING, the Parties have set their hands and seals the day and year first written above.

ATTEST:

M. D. Graham
MARLENE D. GRAHAM,
CITY CLERK 1/30/19

APPROVED AS TO FORM
[Signature] 1/24/19
OFFICE OF THE CITY ATTORNEY

CITY:

CITY OF PEMBROKE PINES

BY: Charles F. Dodge
CHARLES F. DODGE
CITY MANAGER



CONTRACTOR:

FIREFLY DIGITAL, INC.

BY: Mallory Prejean

Print Name: Mallory J. Prejean

Title: Director of Business Development

WITNESSES

Cady Cobb

Cady Cobb
Print Name

Alexis Rubin

Alexis Rubin
Print Name

STATE OF Louisiana)

) ss:

COUNTY OF Lafayette)

BEFORE ME, an officer duly authorized by law to administer oaths and take acknowledgments, personally appeared Mallory Prejean as contractor of **FIREFLY DIGITAL, INC.**, an organization authorized to conduct business in the State of Florida, and acknowledged execution of the foregoing Agreement as the proper official of **FIREFLY DIGITAL, INC.**, for the use and purposes mentioned in it and affixed the official seal of the corporation, and that the instrument is the act and deed of that corporation.

IN WITNESS OF THE FOREGOING, I have set my hand and official seal at in the State and County aforesaid on this 17 day of January, 2019.

Maria C. Perrodin
NOTARY PUBLIC

Maria C. Perrodin
(Name of Notary Typed, Printed or Stamped)



FIREDIG-01

ALL

CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)

12/03/2018

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

PRODUCER Dwight W. Andrus Insurance, Inc. 500 Dover Blvd. Ste. 110 Lafayette, LA 70503	CONTACT NAME:	
	PHONE (A/C, No, Ext): (337) 981-7300	FAX (A/C, No): (337) 984-2166
	E-MAIL ADDRESS: customerservice@andrus.com	
	INSURER(S) AFFORDING COVERAGE	NAIC #
	INSURER A: Travelers Property Casualty Co of America	25674
INSURED Firefly Digital Inc 130 South Buchanan Suite 100 Lafayette, LA 70501	INSURER B: Farmington Casualty Company	41483
	INSURER C:	
	INSURER D:	
	INSURER E:	
	INSURER F:	

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 INSD	SUBR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS
A	<input checked="" type="checkbox"/> COMMERCIAL GENERAL LIABILITY <input type="checkbox"/> CLAIMS-MADE <input checked="" type="checkbox"/> OCCUR GEN'L AGGREGATE LIMIT APPLIES PER: <input checked="" type="checkbox"/> POLICY <input type="checkbox"/> PROJECT <input type="checkbox"/> LOC OTHER:			ZPP-15P62409-18-I5	08/01/2018	08/01/2019	EACH OCCURRENCE \$ 1,000,000 DAMAGE TO RENTED PREMISES (Ea occurrence) \$ 300,000 MED EXP (Any one person) \$ 10,000 PERSONAL & ADV INJURY \$ 1,000,000 GENERAL AGGREGATE \$ 2,000,000 PRODUCTS - COMP/OP AGG \$ 2,000,000
A	<input checked="" type="checkbox"/> AUTOMOBILE LIABILITY <input type="checkbox"/> ANY AUTO OWNED AUTOS ONLY <input type="checkbox"/> SCHEDULED AUTOS <input checked="" type="checkbox"/> HIRED AUTOS ONLY <input checked="" type="checkbox"/> NON-OWNED AUTOS ONLY			BA-4D124344-18-TEC	08/01/2018	08/01/2019	COMBINED SINGLE LIMIT (Ea accident) \$ 1,000,000 BODILY INJURY (Per person) \$ BODILY INJURY (Per accident) \$ PROPERTY DAMAGE (Per accident) \$
A	<input checked="" type="checkbox"/> UMBRELLA LIAB <input checked="" type="checkbox"/> OCCUR <input type="checkbox"/> EXCESS LIAB <input type="checkbox"/> CLAIMS-MADE DED <input checked="" type="checkbox"/> RETENTION \$ 10,000			CUP-9K132182-18-I5	08/01/2018	08/01/2019	EACH OCCURRENCE \$ 1,000,000 AGGREGATE \$ 1,000,000
B	<input checked="" type="checkbox"/> WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH) <input type="checkbox"/> Y / N If yes, describe under DESCRIPTION OF OPERATIONS below		N / A	UB-9K929015-18-I5-G	10/10/2018	08/01/2019	<input checked="" type="checkbox"/> PER STATUTE <input type="checkbox"/> OTH-ER E.L. EACH ACCIDENT \$ 1,000,000 E.L. DISEASE - EA EMPLOYEE \$ 1,000,000 E.L. DISEASE - POLICY LIMIT \$ 1,000,000
A	E&O - Professional			ZPL-15P62458-18-I5	08/01/2018	08/01/2019	Limit 1,000,000
A	Cyber			ZPL-15P62458-18-I5	08/01/2018	08/01/2019	see addendum

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (ACORD 101, Additional Remarks Schedule, may be attached if more space is required)
ACTUAL POLICY FORMS & ENDORSEMENTS ARE AVAILABLE UPON REQUEST FOR REVIEW

SEE ATTACHED ACORD 101

CERTIFICATE HOLDER

CANCELLATION

City of Pembroke Pines
601 City Center Way
Pembroke Pines, FL 33025

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



ADDITIONAL REMARKS SCHEDULE

AGENCY Dwight W. Andrus Insurance, Inc.		NAMED INSURED Firefly Digital Inc 130 South Buchanan Suite 100 Lafayette, LA 70501	
POLICY NUMBER SEE PAGE 1			
CARRIER SEE PAGE 1	NAIC CODE SEE P 1	EFFECTIVE DATE: SEE PAGE 1	

ADDITIONAL REMARKS

THIS ADDITIONAL REMARKS FORM IS A SCHEDULE TO ACORD FORM,
FORM NUMBER: ACORD 25 FORM TITLE: Certificate of Liability Insurance

Description of Operations/Locations/Vehicles:

ADDENDUM TO CERTIFICATE OF INSURANCE: Any information contained in this Addendum is general and descriptive only. The Certificate of Insurance and this Addendum may not contain descriptions of any or all operations, locations, vehicles or exclusions. Please see policy forms and endorsements for specific coverages and exclusions.

General Liability Policy #ZPP-15P62409-18-I5 Travelers Property Casualty Co of America FORM CH 00 01 10 01

- CG D4 25 07 08 OTHER INSURANCE – ADDITIONAL INSUREDS – PRIMARY AND NON—CONTRIBUTORY WITH RESPECT TO CERTAIN OTHER INSURANCE
- CG D4 37 01 15 AMENDMENT OF COVERAGE B – LIMITED PERSONAL AND ADVERTISING INJURY LIABILITY – TECHNOLOGY
- CG D4 17 01 12 TECHNOLOGY EXTEND ENDORSEMENT
- CG F4 94 12 08 AMENDMENT OF CONTRACTUAL LIABILITY EXCLUSION-EXCEPTION FOR DAMAGES ASSUMED IN AN INSURED CONTRACT APPLIES ONLY TO NAMED
- CG D4 17 01 12 Transfer of Rights of Recovery Against Others to Us (Waiver of Subrogation) as required by written contract subsequent to execution of contract
- CG D4 17 01 12 Blanket Additional Insured - Broad Form Vendors - Who is an Insured: Any person or organization that you have agreed in a written contract or agreement to include as an additional insured on this Coverage Part.

Commercial Automobile Policy #BA-4D124344-181TEC Travelers Property Casualty Co of America FORM CA T0 01 02 15

- CA 01 78 10 13 LA CHANGES – COV EXTENSION FOR RENTAL VEHICLES
- CA 04 44 10 13 WAIVER OF TRANSFER OF RIGHTS OF RECOVERY
- CA 20 98 10 13 EMPLOYEE HIRED AUTOS – LOUISIANA
- CA 99 33 10 13 EMPLOYEES AS INSUREDS
- CA T3 40 02 15 BLANKET WAIVER OF SUBROGATION as required by a written contract executed prior to any loss.

Workers Compensation Policy #UB-9K929015-18-I5-G Farmington Casualty Company FORM WC 00 00 01A

- WC 00 03 10 00 SOLE PROPRIETORS, PARTNERS, OFFICERS OTHERS COVERAGE
- WC 00 03 13 00 WAIVER OF OUR RIGHT TO RECOVER FROM OTHERS ENDORSEMENT *BLANKET WAIVER OF SUBROGATION APPLIES* *APPLIES ONLY TO THE EXTENT THAT YOU PERFORM WORK UNDER A WRITTEN CONTRACT THAT REQUIRES YOU TO OBTAIN THIS AGREEMENT FROM US*
- WC 17 03 03 00 LOUISIANA DUTY TO DEFEND

Umbrella Policy #CUP-9K132182-18-I5 Travelers Property Casualty Co of America FORM CG T0 14 04 96

- UM 00 01 11 03 COMMERCIAL EXCESS LIABILITY UMBRELLA INSURANCE
- UM 04 66 04 08 AMENDMENT OF BODILY INJURY DEFINITION
- UM 04 72 01 15 AMENDMENT OF COVERAGE B – LIMITED PERSONAL INJURY AND ADVERTISING INJURY LIABILITY – TECH
- UM 04 76 07 08 AMENDMENT OF WHO IS AN INSURED – QUALIFYING UNDER SCHEDULED UNDERLYING INSURANCE
- UM 04 88 07 08 WAIVER OF OUR RIGHT TO RECOVER FROM OTHERS
- UM 06 03 11 10 CRISIS MANAGEMENT SERVICES EXPENSES



ADDITIONAL REMARKS SCHEDULE

AGENCY Dwight W. Andrus Insurance, Inc.		NAMED INSURED Firefly Digital Inc 130 South Buchanan Suite 100 Lafayette, LA 70501	
POLICY NUMBER SEE PAGE 1			
CARRIER SEE PAGE 1	NAIC CODE SEE P 1	EFFECTIVE DATE: SEE PAGE 1	

ADDITIONAL REMARKS

THIS ADDITIONAL REMARKS FORM IS A SCHEDULE TO ACORD FORM,
FORM NUMBER: ACORD 25 FORM TITLE: Certificate of Liability Insurance

Professional & Cyber Liability Policy #ZPL-15P62458-18-I5 Travelers Property Casualty Co of America FORM PR TO 44 02 17

- PR T1 02 01 17 CYBERFIRST TECHNOLOGY ERRORS AND OMISSIONS LIABILITY COVERAGE FORM
- PR T3 33 01 17 AMENDMENT OF COVERAGE – INFRINGEMENT OF COPYRIGHTED SOFTWARE – TECHNOLOGY ERRORS & OMISSIONS LIABILITY
- PR T5 20 01 17 AMENDMENT OF CONDITIONS AND COVERAGE FOR FINANCIAL INTEREST IN FOREIGN INSURED ORGANIZATIONS – CYBERFIRST
- PR T1 03 01 17 CYBERFIRST NETWORK AND INFORMATION SECURITY LIABILITY COVERAGE FORM
- PR T1 16 02 17 CYBERFIRST EXPENSE REIMBURSEMENT COVERAGE FORM
- PR T1 01 - CYBERFIRST COMMUNICATIONS AND MEDIA LIABILITY COVERAGE FORM
- PR T3 09 - AMENDMENT OF COMMUNICATIONS AND MEDIA WRONGFUL ACT DEFINITION
- PR T1 00 01 17 CYBERFIRST GENERAL PROVISIONS FORM--Additional Insured - As required by written contract executed prior to a loss: as outlined in policy form
- PR T5 06 02 17 LIMITED REGULATORY ACTION COVERAGE-Regulatory Action Sublimit \$5,000,000

Aggregate Limit \$5,000,000

First-Party Coverage Form - \$25,000 Retention

Security Breach Notification and Remediation Expenses \$5,000,000

Crisis Management Service Expenses \$2,000,000

Business Interruption and Additional Expenses \$2,000,000/24 hour - waiting period

Extortion Expenses \$1,000,000

Computer Program and Electronic Data Restoration Expenses \$500,000

Computer Fraud \$500,000

Third-Party Liability Coverage Form - \$10,000 Retention

Each Wrongful Act Limit \$1,000,000

COMMUNICATIONS AND MEDIA LIABILITY

RETROACTIVE DATE: 08/01/2018

LIMIT: \$5,000,000

RETENTION: \$25,000

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

LIMITED REGULATORY ACTION COVERAGE

This endorsement modifies insurance provided under the following:

CYBERFIRST GENERAL PROVISIONS FORM

SCHEDULE – REGULATORY ACTION COVERAGE SUBLIMIT

Regulatory Action Sublimit \$5,000,000

PROVISIONS

1. The following is added to the definition of "claim" in the **DEFINITIONS** Section, but only for the purpose of the insurance provided under your CyberFirst Network And Information Security Liability Coverage Form:
 "Claim" also means:
 - a. A written demand by any federal, national, state or foreign government, agency or entity that seeks information from you about your actual or alleged failure to prevent a "security breach"; or
 - b. A "regulatory action".
2. The following is added to the definition of "damages" in the **DEFINITIONS** Section, but only for the purpose of the insurance provided under your CyberFirst Network And Information Security Liability Coverage Form:
 "Damages" also means "regulatory fines or penalties" or "consumer redress funds".
3. The following replaces **b.(6)** in the definition of "damages" in the **DEFINITIONS** Section, but only for the purpose of the insurance provided under your CyberFirst Network And Information Security Liability Coverage Form:
 - (6) Any fine or penalty, other than "regulatory fines or penalties" or "consumer redress funds", imposed by law or regulation against you.
4. The following is added to Exclusion **d., Government Demands Or Proceedings**, in Paragraph 3. **Exclusions Applying To The Liability Coverages Provided Under Your CyberFirst Coverage Forms**, of **SECTION I – COVERAGE**:
 This exclusion also does not apply to:
 - (1) Any written demand by any federal, national, state or foreign government, agency or entity that seeks information from you about your actual or alleged failure to prevent a "security breach"; or
 - (2) Any "regulatory action".
5. The following is added to **SECTION III – LIMITS OF INSURANCE**:
 Subject to Paragraph 2. of Section III – Limits Of Insurance, the Regulatory Action Sublimit shown in the Schedule - Regulatory Action Coverage Sublimit is the most we will pay for the sum of all:
 - (1) "Damages" that are "regulatory fines or penalties" or "consumer redress funds", and
 - (2) "Defense expenses";
 for the combined total of all:
 - (1) Written demands by any federal, national, state or foreign government, agency or entity that seek information from you about your actual or alleged failure to prevent a "security breach"; and
 - (2) "Regulatory actions".
6. The following is added to the **DEFINITIONS** Section:
 "Regulatory action" means a written demand by any federal, national, state or foreign government, agency or entity that seeks:
 - a. "Regulatory fines or penalties"; or
 - b. "Consumer redress funds";
 arising out of your actual or alleged failure to prevent a "security breach".
 "Regulatory fines or penalties" means civil monetary fines or penalties imposed pursuant to an order by a government agency, or governmental licensing or regulatory organization,

CYBERFIRST

arising out of your actual or alleged failure to prevent a "security breach".

"Consumer redress funds" means money which you are legally obligated to deposit into a fund for the payment of consumer claims arising out of your actual or alleged failure to prevent a "security breach".



**SECOND AMENDMENT TO THE LOTTERY & STUDENT APPLICATION
MANAGEMENT SOLUTION AGREEMENT
BETWEEN THE CITY OF PEMBROKE PINES AND
FIREFLY DIGITAL, INC.**

THIS AGREEMENT, dated this 10th day of January 2018, by and between:

THE CITY OF PEMBROKE PINES, a municipal corporation organized and operating under the laws of the State of Florida, with an address of 601 City Center Way, Pembroke Pines, FL 33025, hereinafter referred to as "CITY",

and

FIREFLY DIGITAL, INC., a Company authorized to do business in the State of Florida, with a business address of **130 South Buchanan Street, Suite #100, Lafayette, LA 70501**, hereinafter referred to as "CONTRACTOR". "CITY" and "CONTRACTOR" may be collectively referred to as the "PARTIES".

WHEREAS, on **June 18, 2014**, pursuant to section §35.18(C)(3) of the City of Pembroke Pines Procurement Procedures, the CITY awarded CONTRACTOR; and,

WHEREAS, on **April 21, 2014**, the CITY and CONTRACTOR entered into the Original Agreement for an **online application system that allows families to register their students to be entered into the school's lottery system** for an initial one (1) year period, which expired on **April 20, 2017**; and,

WHEREAS, the Original Agreement authorized the renewal of the Agreement for **one (1) or more additional year terms** upon mutual consent of the Parties, evidenced by a written Amendment to the Agreement extending the term thereof; and,

WHEREAS, on **August 23, 2017**, the Parties executed the First Amendment to the Original Agreement which renewed the term of the Original Agreement for one year effective **April 21, 2017** and terminating on **April 20, 2018**; and,

WHEREAS, to date the Parties have been satisfied with the performance and execution of the Agreement, and desire to renew the terms of their contractual relationship as set forth herein; and,

WHEREAS, the Parties specifically seek to execute the **second one (1) year renewal** option and amend the Agreement in accordance with the terms and conditions set forth herein.

W I T N E S S E T H

NOW, THEREFORE, for and in consideration of the sum of the mutual covenants and other



good and valuable consideration, the receipt of which are hereby acknowledged, the parties hereto agree as follows:

SECTION 1. The recitations set forth in the above "WHEREAS" clauses are true and correct and incorporated herein by this reference.

SECTION 2. Article XIX, entitled "Public Records Law", is hereby amended by the addition of the following:

- The City of Pembroke Pines is public agency subject to Chapter 119, Florida Statutes. The Contractor shall comply with Florida's Public Records Law. Specifically, the Contractor shall:
- Keep and maintain public records required by the CITY to perform the service;
- 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, Fla. Stat., or as otherwise provided by law;
- Ensure that public records that are exempt or that are confidential and exempt from public record 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; and
- 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 transfer 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.



- The failure of Contractor to comply with the provisions set forth in this agreement/contract shall constitute a Default and Breach of this Agreement, for which, the City may terminate the Agreement.

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
601 CITY CENTER WAY, 4th FLOOR
PEMBROKE PINES, FL 33025
(954) 450-1050
mgraham@ppines.com**

SECTION 3. The Original Agreement is hereby renewed for the **second one (1) year renewal period commencing on April 21, 2018 and terminating on April 20, 2019.**

SECTION 4. In the event of any conflict or ambiguity by and between the terms and provisions of this Second Amendment, the First Amendment, and the Original Agreement, the terms and provisions of this amendment shall control to the extent of any such conflict or ambiguity.

SECTION 5. The Parties agree that in all other respects the Original Agreement, as amended by the First Amendment, this Second Amendment, remain in full force and effect, except as specifically modified herein.

SECTION 6. Each Exhibit referred to in the Original Agreement, except as repealed herein, forms an essential part of this Agreement. The exhibits, if not physically attached, should be treated as part of this Agreement and are incorporated herein by reference.

**THE REMAINDER OF THIS PAGE
HAS BEEN INTENTIONALLY LEFT BLANK**



IN WITNESS OF THE FOREGOING, the Parties have set their hands and seals the day and year first written above.

ATTEST:

CITY:

[Signature] 1/10/18
MARLENE D. GRAHAM,
CITY CLERK

CITY OF PEMBROKE PINES
BY: [Signature]
CHARLES F. DODGE
CITY MANAGER

APPROVED AS TO FORM

[Signature]
OFFICE OF THE CITY ATTORNEY



CONTRACTOR:

WITNESSES

FIREFLY DIGITAL, INC.

[Signature]
Brendan Richard
Print Name

BY: [Signature]
Print Name: Mallory J. Prejean

[Signature]
Brandon Radecker
Print Name

Title: Director of Business Development

STATE OF LOUISIANA
) ss:
COUNTY OF LA FAYETTE

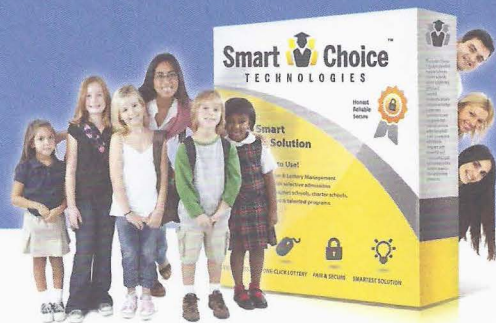
BEFORE ME, an officer duly authorized by law to administer oaths and take acknowledgments, personally appeared Mallory Prejean as director of **FIREFLY DIGITAL, INC.**, an organization authorized to conduct business in the State of Florida, and acknowledged execution of the foregoing Agreement as the proper official of **FIREFLY DIGITAL, INC.**, for the use and purposes mentioned in it and affixed the official seal of the corporation, and that the instrument is the act and deed of that corporation.

IN WITNESS OF THE FOREGOING, I have set my hand and official seal at in the State and County aforesaid on this 27 day of December, 2018. 2017

[Signature]
NOTARY PUBLIC

William Bertrand
(Name of Notary Typed, Printed or Stamped)





Lottery & Student Application Management Solution

The City of Pembroke Pines, Florida

10100 Pines Blvd
Pembroke Pines, FL 33026

To Whom it May Concern,

This letter is to establish that Firefly Digital, Inc. is the exclusive licensor of the Smart Choice™ platform developed and created by Smart Choice™ Technologies.

This system consists of multiple modules that are ready to be used upon implementation with various features being configurable by district. There is/are no other like item(s) or products available for purchase that can serve the same purpose or function in a marketed package. While other vendors may offer products that relate to portions of the Smart Choice platform, no other product is available for purchase that encompasses all functionality that is focused on the magnet sector of educational institutions in a ready to use format.

The Smart Choice™ platform is marketed and supported exclusively by Firefly Digital, Inc. a leading web development firm serving and supporting clients since 1998 with web-based services including website design, web application development, mobile application development and more for clients in a wide range of industries.

Please let me know if you have any questions, concerns or comments.

Best Regards,

Casey Bienvenu
Founder/Creator
Smart Choice™ Technologies
casey@smartchoicetech.com
Office: 337-269-0299

Lottery & Student Application Management Solution

*"It's the system that delivers
what others can only promise."*

Phone: 337-269-0299 • **Address:** 116B Foreman Drive, Lafayette, LA 70506
Email: info@smartchoicetech.com • **Website:** www.smartchoicetech.com



City of Pembroke Pines, FL

Agenda Request Form

10100 Pines Blvd.
Pembroke Pines, Florida
33026
www.ppines.com

Agenda Number: 1.

File Number: 14-3042

File Type: Commission Items

Status: Passed

Version: 0

Reference:

Controlling Body: City Commission

Requester:

Initial Cost: \$ 38,800.00

Introduced: 04/16/2014

File Name: Approve Firefly Digital, Inc.'s Smart Choice Solution

Final Action: 06/18/2014

Title: MOTION TO APPROVE THE SOLE SOURCE VENDOR, FIREFLY DIGITAL, INC., FOR THE USE OF THE SMART CHOICE SOLUTION TO PROVIDE A SINGLE VENDOR PLATFORM FOR THE CITY OF PEMBROKE PINES CHARTER SCHOOL, FOR A TOTAL AMOUNT OF \$38,800 FOR AN INITIAL THREE YEAR PERIOD.

Notes:

Attachments: 1. Agreement
2. Sole Source Letter

Agenda Date: 06/18/2014

Agenda Number: 1.

Enactment Date:

Enactment Number:

History of Legislative File

Ver- sion:	Acting Body:	Date:	Action:	Sent To:	Due Date:	Return Date:	Result:
0	City Commission	06/18/2014	approve				Pass
			Aye: 5	Mayor Ortis, Vice Mayor Schwartz, Commissioner Castillo, Commissioner Shechter and Commissioner Siple			
			Nay: 0				

SUMMARY EXPLANATION AND BACKGROUND:

1. With the increased demand for Charter Schools; there are often more applicants than available seats. This requires the use of a blind lottery for the selection of students. Executing a fair and honest lottery is essential to this process and especially the selection and placement of students within the public charter school setting.

2. The City of Pembroke Pines Charter Schools currently utilize internally developed solutions for the schools' online student enrollment application system, lottery system, and student information system.

3. The online application system allows families to register their students to be entered into the school's lottery system. The lottery system enrolls students into the school system based upon a random drawing. Following the lottery drawing, the student enrollment

information is transferred into the school's student information system.

4. The existing internally developed solution has met it's use limitations in the City of Pembroke Pines Charter School's current configuration. The current solution requires third party support, which requires an external vendor to complete multiple processes around enrollment numbers, lottery reporting and other key requirements. The current solution also requires technical staff to complete most of the on-going information capture, leaving the schools registrars without quick access to pertinent information.

5. In May 2013, the Technology Services Director began the search to find a fully integrated solution that would be a more effective and efficient replacement to the internally developed systems that are currently in use.

6. The Technology Services Director's technical review process evaluated all of the best in class solution providers. A total of seven solution providers were reviewed and narrowed down to the following top three candidates that offered solutions that addressed the major components required by the Charter Schools:

<u>Vendor</u>	<u>Solution</u>
Firefly Digital, Inc.	Smart Choice
Pearson Education, Inc.	PowerSchool
InfoSnap, Inc.	InfoSnap

7. In June 2013, the Technology Services Director presented demonstrations of third party solutions to the Charter Schools Administration, including key members from the registrar's office. The introduction of the third party solutions as a replacement to the internally developed system proved to be very positive with lots of productivity gains, through reduced document management, streamline communication via automated e-mail and shared centralized solution that addresses the needs of both the Broward County and the Florida State University Sponsored Charter Schools.

8. The Technology Services Director has identified "Smart Choice" solution from Firefly Digital, Inc. as the best technical fit for the City of Pembroke Pines Charter Schools. A key component in the final selection of SmartChoice, is the ability of the solution to provide an online student enrollment application system, lottery system, and student information system in a single vendor platform. All of the current market competitors provide only one or two of the key modules, which would require the City to purchase and integrate the remaining key module(s) from another vendor.

9. The Technology Services Department has also contacted various references for the Smart Choice Solution that have given very positive feedback in regards to the solution and the benefits of the services that are being provided. References included Bay Haven Charter Academy, Palm Beach Public Schools and East Baton Rouge Parish Schools.

10. The Technology Services Department plans to implement the lottery system of the Smart Choice Solution in the 2014-15 school year with future consideration of deploying the Smart Choice online student enrollment application system and student information system.

11. The "Smart Choice" solution from Firefly Digital, Inc. typically requires a minimum of 8 to 12 weeks to deliver the entire solution. The Technology Services Director desires to have this solution delivered by August 2014 for migration of existing student records/lottery data and all associated training to have the system ready for the first lottery drawing in February 2015.

12. Firefly Digital, Inc. is the exclusive re-seller of the Smart Choice solution and has provided a proposal that includes the required solutions at an initial cost of \$21,300. The annual cost of Hosting and Licensing is \$7,500 for the first three years, however Firefly Digital has agreed to provide the first year's Hosting and Licensing cost at \$2,500. This results in a total cost of \$23,800 for year one, and \$7,500 for years two and three.

13. Recommend Commission to approve the sole source vendor, Firefly Digital, Inc., for the use of the Smart Choice solution to provide a single vendor platform for the City of Pembroke Pines Charter School, for a total amount of \$38,800 for an initial three year period.

Item has been reviewed by the Commission and approved for the Agenda.

FINANCIAL IMPACT DETAIL:

a) Initial Cost: \$23,800 (\$13,150 in the Charter Schools Current 2013-14 Budget and the remaining \$10,650 in the Charter Schools 2014-15 Proposed Budget)

b) Amount budgeted for this item in Account No: \$13,150 is budgeted in the following accounts of the Charter Schools Current 2013-14 Budget for the initial payment of this project (Includes 50% of one-time service costs and 100% of first year annual costs):

\$1,585 in account # 170-569-5051-550-64691-7300-691 - Capitalized Software - Schools
\$1,455 in account # 170-569-5051-551-64691-7300-691 - Capitalized Software - Schools
\$1,455 in account # 170-569-5051-552-64691-7300-691 - Capitalized Software - Schools
\$1,509 in account # 171-569-5052-553-64691-7300-691 - Capitalized Software - Schools
\$1,567 in account # 171-569-5052-554-64691-7300-691 - Capitalized Software - Schools
\$3,998 in account # 172-569-5053-64691-7300-691 - Capitalized Software - Schools
\$1,581 in account # 173-569-5061-64691-7300-691 - Capitalized Software - Schools

c) Source of funding for difference, if not fully budgeted: The remaining \$10,650 (50% of one-time service costs) is included in the following accounts of the Charter Schools 2014-15 Proposed Budget:

\$1,287 in account # 170-569-5051-550-64691-7300-691 - Capitalized Software - Schools
\$1,181 in account # 170-569-5051-551-64691-7300-691 - Capitalized Software - Schools
\$1,181 in account # 170-569-5051-552-64691-7300-691 - Capitalized Software - Schools
\$1,195 in account # 171-569-5052-553-64691-7300-691 - Capitalized Software - Schools
\$1,272 in account # 171-569-5052-554-64691-7300-691 - Capitalized Software - Schools
\$3,247 in account # 172-569-5053-64691-7300-691 - Capitalized Software - Schools
\$1,287 in account # 173-569-5061-64691-7300-691 - Capitalized Software - Schools

The annual cost of \$7,500 for Hosting and Licensing is included in the following accounts of the Charter Schools 2014-15 Proposed Budget:

\$1,072 in account # 170-569-5051-550-46800-7300-350 - Maintenance Contracts
\$1,072 in account # 170-569-5051-551-46800-7300-350 - Maintenance Contracts
\$1,072 in account # 170-569-5051-552-46800-7300-350 - Maintenance Contracts
\$1,071 in account # 171-569-5052-553-46800-7300-350 - Maintenance Contracts
\$1,071 in account # 171-569-5052-554-46800-7300-350 - Maintenance Contracts
\$1,071 in account # 172-569-5053-46800-7300-350 - Maintenance Contracts
\$1,071 in account # 173-569-5061-46800-7300-350 - Maintenance Contracts

d) 5 year projection of the operational cost of the project: This agreement is for a 3 year period, any services in future years would be contingent upon future renewals.

	FY 2013-14	FY 2014-15	FY 2015-16	FY 2016-17	FY 2017-18
Revenues	\$0	\$0	\$0	N/A	N/A
Expenditures	\$13,150	\$18,150	\$7,500	N/A	N/A
Net Cost	\$13,150	\$18,150	\$7,500	N/A	N/A

e) Detail of additional staff requirements: Not Applicable.



FIREDIG-01

KMH

CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)

12/19/2017

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

PRODUCER Dwight W. Andrus Insurance, Inc. P.O. Box 60970 Lafayette, LA 70596-0970	CONTACT NAME:	
	PHONE (A/C, No, Ext): (337) 981-7300 FAX (A/C, No): (337) 984-2166 E-MAIL ADDRESS: customerservice@andrus.com	
INSURED Firefly Digital Inc 130 South Buchanan Suite 100 Lafayette, LA 70501	INSURER(S) AFFORDING COVERAGE	NAIC #
	INSURER A: Travelers Property Casualty Co of America	25674
	INSURER B: Retailers Casualty Ins. Co.	
	INSURER C:	
	INSURER D:	
	INSURER E:	
	INSURER F:	

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 INSD	SUBR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS
A	<input checked="" type="checkbox"/> COMMERCIAL GENERAL LIABILITY <input type="checkbox"/> CLAIMS-MADE <input checked="" type="checkbox"/> OCCUR GEN'L AGGREGATE LIMIT APPLIES PER: <input type="checkbox"/> POLICY <input type="checkbox"/> PRO-JECT <input type="checkbox"/> LOC OTHER:			ZPP-15P62409-17-15	08/01/2017	08/01/2018	EACH OCCURRENCE \$ 1,000,000 DAMAGE TO RENTED PREMISES (Ea occurrence) \$ 300,000 MED EXP (Any one person) \$ 10,000 PERSONAL & ADV INJURY \$ 1,000,000 GENERAL AGGREGATE \$ 2,000,000 PRODUCTS - COMP/OP AGG \$ 2,000,000
A	<input checked="" type="checkbox"/> AUTOMOBILE LIABILITY ANY AUTO OWNED AUTOS ONLY <input type="checkbox"/> SCHEDULED AUTOS <input checked="" type="checkbox"/> HIRED AUTOS ONLY <input checked="" type="checkbox"/> NON-OWNED AUTOS ONLY			BA-4D124344-17-TEC	08/01/2017	08/01/2018	COMBINED SINGLE LIMIT (Ea accident) \$ 1,000,000 BODILY INJURY (Per person) \$ BODILY INJURY (Per accident) \$ PROPERTY DAMAGE (Per accident) \$
A	<input checked="" type="checkbox"/> UMBRELLA LIAB <input checked="" type="checkbox"/> OCCUR EXCESS LIAB <input type="checkbox"/> CLAIMS-MADE DED <input checked="" type="checkbox"/> RETENTION \$ 10,000			ZUP-15P62422-17-15	08/01/2017	08/01/2018	EACH OCCURRENCE \$ 1,000,000 AGGREGATE \$ 1,000,000
B	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH) If yes, describe under DESCRIPTION OF OPERATIONS below	Y/N <input checked="" type="checkbox"/> N	N/A	999-10215	12/31/2017	12/31/2018	<input checked="" type="checkbox"/> PER STATUTE <input type="checkbox"/> OTH-ER E.L. EACH ACCIDENT \$ 1,000,000 E.L. DISEASE - EA EMPLOYEE \$ 1,000,000 E.L. DISEASE - POLICY LIMIT \$ 1,000,000
A	E&O - Professional			ZPL-15P62458-17-15	08/01/2017	08/01/2018	Limit \$ 1,000,000

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (ACORD 101, Additional Remarks Schedule, may be attached if more space is required)
ACTUAL POLICY FORMS & ENDORSEMENTS ARE AVAILABLE UPON REQUEST FOR REVIEW

SEE ATTACHED ACORD 101

CERTIFICATE HOLDER

CANCELLATION

Pembroke Pines
601 City Center Way
Pembroke Pines, FL 33025

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



ADDITIONAL REMARKS SCHEDULE

Page 1 of 1

AGENCY Dwight W. Andrus Insurance, Inc.		NAMED INSURED Firefly Digital Inc 130 South Buchanan Suite 100 Lafayette, LA 70501	
POLICY NUMBER SEE PAGE 1			
CARRIER SEE PAGE 1	NAIC CODE SEE P 1	EFFECTIVE DATE: SEE PAGE 1	

ADDITIONAL REMARKS

THIS ADDITIONAL REMARKS FORM IS A SCHEDULE TO ACORD FORM,

FORM NUMBER: ACORD 25 FORM TITLE: Certificate of Liability Insurance

Description of Operations/Locations/Vehicles:

ADDENDUM TO CERTIFICATE OF INSURANCE: Any information contained in this Addendum is general and descriptive only. The Certificate of Insurance and this Addendum may not contain descriptions of any or all operations, locations, vehicles or exclusions. Please see policy forms and endorsements for specific coverages and exclusions.

General Liability Policy #ZPP-15P62409-17-15 POLICY FORM CG 00 01 11 03
CG D4 22 07 08 OTHER INSURANCE - ADDITIONAL INSUREDS - PRIMARY AND
NON-CONTRIBUTORY WITH RESPECT TO CERTAIN OTHER INSURANCE
CG D4 37 01 15 AMENDMENT OF COVERAGE B - LIMITED PERSONAL AND ADVERTISING
INJURY LIABILITY - TECHNOLOGY
CG D4 17 01 12 TECHNOLOGY XTEND ENDORSEMENT
CG F4 94 12 08 AMENDMENT OF CONTRACTUAL LIABILITY EXCLUSION-EXCEPTION FOR
DAMAGES ASSUMED IN AN INSURED CONTRACT APPLIES ONLY TO
NAMED

Commercial Automobile Policy #BA-4D124344-17-TEC FORM CA ca 00 01 10 13
CA 01 78 10 13 LA CHANGES - COV EXTENSION FOR RENTAL VEHICLES
CA 04 44 10 13 WAIVER OF TRANSFER OF RIGHTS OF RECOVERY
CA 20 98 10 13 EMPLOYEE HIRED AUTOS - LOUISIANA
CA 99 33 10 13 EMPLOYEES AS INSUREDS
CA T3 40 02 15 BLANKET WAIVER OF SUBROGATION

Workers Compensation Policy #999-10215 POLICY FORM WC 00 00 00 01A
WC 00 03 10 04 84 SOLE PROPRIETORS, PARTNERS, OFFICERS OTHERS COVERAGE
WC 00 03 13 WAIVER OF OUR RIGHT TO RECOVER FROM OTHERS ENDORSEMENT *BLANKET WAIVER OF SUBROGATION
APPLIES* *APPLIES ONLY TO THE EXTENT THAT YOU PERFORM WORK UNDER A WRITTEN CONTRACT THAT REQUIRES YOU TO
OBTAIN THIS AGREEMENT FROM US*
WC 17 03 03 12 00 LA DUTY TO DEFEND ENDT

Umbrella Policy #ZUP-15P62422-17-15 EXCESS/UMBRELLA POLICY FORM CG T0 14 04 96
UM 00 01 11 03 COMMERCIAL EXCESS LIABILITY (UMBRELLA) INSURANCE AMENDMENT OF BODILY INJURY DEFINITION
UM 04 72 01 15 AMENDMENT OF COVERAGE B - LIMITED PERSONAL INJURY AND
ADVERTISING INJURY LIABILITY - TECHNOLOGY
UM 04 76 07 08 AMENDMENT OF WHO IS AN INSURED - INSUREDS ADDED WHEN QUALIFYING UNDER SCHED UNDERLYING INS
WITHOUT WRITTEN CONTRACT...
UM 04 88 07 08 WAIVER OF OUR RIGHT TO RECOVER FROM OTHERS
UM 06 03 11 10 CRISIS MANAGEMENT SERVICES EXPENSES

Errors & Omissions Policy #ZPL-15P62458-17-15 FORM PR T0 44 02 15
PR T1 02 01 12 CYBERFIRST TECHNOLOGY ERRORS AND OMISSIONS LIABILITY
COVERAGE FORM
PR T3 33 01 12 AMENDMENT OF COVERAGE - INFRINGEMENT OF COPYRIGHTED SOFTWARE
- TECHNOLOGY ERRORS & OMISSIONS LIABILITY
PR T5 20 04 15 AMENDMENT OF CONDITIONS AND COVERAGE FOR FINANCIAL INTEREST
IN FOREIGN INSURED ORGANIZATIONS - CYBERFIRST
PR T1 03 01 17 CYBERFIRST NETWORK AND INFORMATION SECURITY LIABILITY COVERAGE FORM
PR T1 16 02 17 CYBERFIRST EXPENSE REIMBURSEMENT COVERAGE FORM

Certificate Holder is listed as Additional Insured with regard to General Liability



**FIRST AMENDMENT TO THE LOTTERY & STUDENT
APPLICATION MANAGEMENT SOLUTION AGREEMENT
BETWEEN THE CITY OF PEMBROKE PINES AND
FIREFLY DIGITAL, INC.**

THIS AGREEMENT, dated this 23rd day of August 2017, *nunc pro tunc* April 20, 2017, by and between:

THE CITY OF PEMBROKE PINES, a municipal corporation organized and operating under the laws of the State of Florida, with an address of 601 City Center Way, Pembroke Pines, Florida 33025, hereinafter referred to as "CITY",

and

FIREFLY DIGITAL, INC., a company authorized to do business in the State of Florida, with a business address of **130 South Buchanan Street, Suite #100, Lafayette, LA 70501**, hereinafter referred to as "VENDOR". "CITY" and "CONTRACTOR" may be collectively referred to as the "PARTIES".

WHEREAS, on **June 18, 2014**, pursuant to section §35.18(C)(3) of the City of Pembroke Pines Procurement Procedures, the CITY awarded CONTRACTOR; and,

WHEREAS, the CITY and CONTRACTOR entered into the Original Agreement for **an online application system that allows families to register their students to be entered into the school's lottery system** for an initial period, which expired on **April 20, 2017**; and,

WHEREAS, the Original Agreement authorized the renewal of the Agreement for **one (1) or more additional year terms** upon mutual consent of the Parties, evidenced by a written Amendment to the Agreement extending the term thereof; and,

WHEREAS, to date the Parties have been satisfied with the performance and execution of the Agreement, and desire to renew the terms of their contractual relationship as set forth herein; and,

WHEREAS, the Parties specifically seek to execute the **first one (1) year renewal** option and amend the Agreement in accordance with the terms and conditions set forth herein.

WITNESSETH

NOW, THEREFORE, for and in consideration of the sum of the mutual covenants and other good and valuable consideration, the receipt of which are hereby acknowledged, the parties hereto agree as follows:

SECTION 1. The recitations set forth in the above "WHEREAS" clauses are true and



correct and incorporated herein by this reference.

SECTION 2. The Original Agreement is hereby renewed for the **first one (1) year renewal** period commencing on **April 21, 2017** and terminating on **April 20, 2018**.

SECTION 3. In the event of any conflict or ambiguity by and between the terms and provisions of this First Amendment, and the Original Agreement, the terms and provisions of this amendment shall control to the extent of any such conflict or ambiguity.

SECTION 4. The Parties agree that in all other respects the Original Agreement, as amended by this First Amendment, shall remain in full force and effect, except as specifically modified herein.

SECTION 5. Each Exhibit referred to in the Original Agreement, except as repealed herein, forms an essential part of this Agreement. The exhibits, if not physically attached, should be treated as part of this Agreement and are incorporated herein by reference.

**THE REMAINDER OF THIS PAGE
HAS BEEN INTENTIONALLY LEFT BLANK**



IN WITNESS OF THE FOREGOING, the Parties have set their hands and seals the day and year first written above.

ATTEST:

CITY:

CITY OF PEMBROKE PINES

8/23/17
MARLENE D. GRAHAM,
CITY CLERK

BY: Charles F. Dodge
CHARLES F. DODGE
CITY MANAGER

APPROVED AS TO FORM

OFFICE OF THE CITY ATTORNEY

CONTRACTOR:

FIREFLY DIGITAL, INC.

BY: Mallory J. Prejean

Print Name: Mallory J. Prejean

Title: Director of Business Development

WITNESSES

Print Name

Print Name

STATE OF Louisiana)

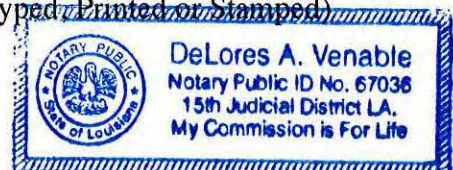
COUNTY OF Lafayette) ss:

BEFORE ME, an officer duly authorized by law to administer oaths and take acknowledgments, personally appeared Mallory J. Prejean as Director of **FIREFLY DIGITAL, INC.**, an organization authorized to conduct business in the State of Florida, and acknowledged execution of the foregoing Agreement as the proper official of **FIREFLY DIGITAL, INC.**, for the use and purposes mentioned in it and affixed the official seal of the corporation, and that the instrument is the act and deed of that corporation.

IN WITNESS OF THE FOREGOING, I have set my hand and official seal at in the State and County aforesaid on this 31st day of July, 2017.

NOTARY PUBLIC

(Name of Notary Typed, Printed or Stamped)





FIREDIG-01

KMH

CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)

08/17/2017

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

PRODUCER Dwight W. Andrus Insurance, Inc. P.O. Box 60970 Lafayette, LA 70596-0970	CONTACT NAME:		
	PHONE (A/C, No, Ext): (337) 981-7300	FAX (A/C, No): (337) 984-2166	
	E-MAIL ADDRESS: customerservice@andrus.com		
	INSURER(S) AFFORDING COVERAGE		NAIC #
	INSURER A : Travelers Property Casualty Co of America		25674
INSURED Firefly Digital Inc 130 South Buchanan Suite 100 Lafayette, LA 70501	INSURER B : Retailers Casualty Ins. Co.		
	INSURER C :		
	INSURER D :		
	INSURER E :		
	INSURER F :		

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 INSD	SUBR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS
A	<input checked="" type="checkbox"/> COMMERCIAL GENERAL LIABILITY <input type="checkbox"/> CLAIMS-MADE <input checked="" type="checkbox"/> OCCUR GEN'L AGGREGATE LIMIT APPLIES PER: <input type="checkbox"/> POLICY <input type="checkbox"/> PRO-JECT <input type="checkbox"/> LOC OTHER:			ZPP-15P62409-17-15	08/01/2017	08/01/2018	EACH OCCURRENCE \$ 1,000,000 DAMAGE TO RENTED PREMISES (Ea occurrence) \$ 300,000 MED EXP (Any one person) \$ 10,000 PERSONAL & ADV INJURY \$ 1,000,000 GENERAL AGGREGATE \$ 2,000,000 PRODUCTS - COMP/OP AGG \$ 2,000,000
A	<input checked="" type="checkbox"/> AUTOMOBILE LIABILITY <input type="checkbox"/> ANY AUTO OWNED AUTOS ONLY <input type="checkbox"/> SCHEDULED AUTOS <input checked="" type="checkbox"/> HIRED AUTOS ONLY <input checked="" type="checkbox"/> NON-OWNED AUTOS ONLY			BA-4D124344-17-TEC	08/01/2017	08/01/2018	COMBINED SINGLE LIMIT (Ea accident) \$ 1,000,000 BODILY INJURY (Per person) \$ BODILY INJURY (Per accident) \$ PROPERTY DAMAGE (Per accident) \$
A	<input checked="" type="checkbox"/> UMBRELLA LIAB <input checked="" type="checkbox"/> OCCUR <input type="checkbox"/> EXCESS LIAB <input type="checkbox"/> CLAIMS-MADE DED <input checked="" type="checkbox"/> RETENTION \$ 10,000			ZUP-15P62422-17-15	08/01/2017	08/01/2018	EACH OCCURRENCE \$ 1,000,000 AGGREGATE \$ 1,000,000
B	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH) If yes, describe under DESCRIPTION OF OPERATIONS below	Y / N N	N / A	999-10215	12/31/2016	12/31/2017	<input checked="" type="checkbox"/> PER STATUTE <input type="checkbox"/> OTH-ER E.L. EACH ACCIDENT \$ 1,000,000 E.L. DISEASE - EA EMPLOYEE \$ 1,000,000 E.L. DISEASE - POLICY LIMIT \$ 1,000,000
A	E&O - Professional			ZPL-15P62458-17-15	08/01/2017	08/01/2018	Limit 1,000,000

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (ACORD 101, Additional Remarks Schedule, may be attached if more space is required)
ACTUAL POLICY FORMS & ENDORSEMENTS ARE AVAILABLE UPON REQUEST FOR REVIEW

SEE ATTACHED ACORD 101

CERTIFICATE HOLDER

CANCELLATION

City of Pembroke Pines 601 City Center Way Pembroke Pines, FL 33025	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



ADDITIONAL REMARKS SCHEDULE

AGENCY Dwight W. Andrus Insurance, Inc.		NAMED INSURED Firefly Digital Inc 130 South Buchanan Suite 100 Lafayette, LA 70501	
POLICY NUMBER SEE PAGE 1			
CARRIER SEE PAGE 1	NAIC CODE SEE P 1	EFFECTIVE DATE: SEE PAGE 1	

ADDITIONAL REMARKS

THIS ADDITIONAL REMARKS FORM IS A SCHEDULE TO ACORD FORM,
FORM NUMBER: ACORD 25 FORM TITLE: Certificate of Liability Insurance

Description of Operations/Locations/Vehicles:

ADDENDUM TO CERTIFICATE OF INSURANCE: Any information contained in this Addendum is general and descriptive only. The Certificate of Insurance and this Addendum may not contain descriptions of any or all operations, locations, vehicles or exclusions. Please see policy forms and endorsements for specific coverages and exclusions.

General Liability Policy #ZPP-15P62409-17-I5 POLICY FORM CG 00 01 11 03
CG D4 22 07 08 OTHER INSURANCE - ADDITIONAL INSUREDS - PRIMARY AND
NON-CONTRIBUTORY WITH RESPECT TO CERTAIN OTHER INSURANCE
CG D4 37 01 15 AMENDMENT OF COVERAGE B - LIMITED PERSONAL AND ADVERTISING
INJURY LIABILITY - TECHNOLOGY
CG D4 17 01 12 TECHNOLOGY XTEND ENDORSEMENT
CG F4 94 12 08 AMENDMENT OF CONTRACTUAL LIABILITY EXCLUSION-EXCEPTION FOR
DAMAGES ASSUMED IN AN INSURED CONTRACT APPLIES ONLY TO
NAMED

Commercial Automobile Policy #BA-4D124344-17-TEC FORM CA ca 00 01 10 13
CA 01 78 10 13 LA CHANGES - COV EXTENSION FOR RENTAL VEHICLES
CA 04 44 10 13 WAIVER OF TRANSFER OF RIGHTS OF RECOVERY
CA 20 98 10 13 EMPLOYEE HIRED AUTOS - LOUISIANA
CA 99 33 10 13 EMPLOYEES AS INSUREDS
CA T3 40 02 15 BLANKET WAIVER OF SUBROGATION

Workers Compensation Policy #999-10215 POLICY FORM WC 00 00 00 01A
WC 00 03 10 04 84 SOLE PROPRIETORS, PARTNERS, OFFICERS OTHERS COVERAGE
WC 00 03 13 WAIVER OF OUR RIGHT TO RECOVER FROM OTHERS ENDORSEMENT *BLANKET WAIVER OF SUBROGATION
APPLIES* *APPLIES ONLY TO THE EXTENT THAT YOU PERFORM WORK UNDER A WRITTEN CONTRACT THAT REQUIRES YOU TO
OBTAIN THIS AGREEMENT FROM US*
WC 17 03 03 12 00 LA DUTY TO DEFEND ENDT

Umbrella Policy #ZUP-15P62422-17-15 EXCESS/UMBRELLA POLICY FORM CG T0 14 04 96
UM 00 01 11 03 COMMERCIAL EXCESS LIABILITY (UMBRELLA) INSURANCE AMENDMENT OF BODILY INJURY DEFINITION
UM 04 72 01 15 AMENDMENT OF COVERAGE B - LIMITED PERSONAL INJURY AND
ADVERTISING INJURY LIABILITY - TECHNOLOGY
UM 04 76 07 08 AMENDMENT OF WHO IS AN INSURED - INSUREDS ADDED WHEN QUALIFYING UNDER SCHED UNDERLYING INS
WITHOUT WRITTEN CONTRACT...
UM 04 88 07 08 WAIVER OF OUR RIGHT TO RECOVER FROM OTHERS
UM 06 03 11 10 CRISIS MANAGEMENT SERVICES EXPENSES

Errors & Omissions Policy #ZPL-15P62458-17-15 FORM PR T0 44 02 15
PR T1 02 01 12 CYBERFIRST TECHNOLOGY ERRORS AND OMISSIONS LIABILITY
COVERAGE FORM
PR T3 33 01 12 AMENDMENT OF COVERAGE - INFRINGEMENT OF COPYRIGHTED SOFTWARE
- TECHNOLOGY ERRORS & OMISSIONS LIABILITY
PR T5 20 04 15 AMENDMENT OF CONDITIONS AND COVERAGE FOR FINANCIAL INTEREST
IN FOREIGN INSURED ORGANIZATIONS - CYBERFIRST
PR T1 03 01 17 CYBERFIRST NETWORK AND INFORMATION SECURITY LIABILITY COVERAGE FORM
PR T1 16 02 17 CYBERFIRST EXPENSE REIMBURSEMENT COVERAGE FORM

GL:

CGD4250708 Other Insurance - Additional Insureds - Primary and Non-Contributory with Respect to certain other insurance - Agree
in written contract or agreement that the insurance afford to an additional insured under this coverage Part must apply on a primary



ADDITIONAL REMARKS SCHEDULE

AGENCY Dwight W. Andrus Insurance, Inc.		NAMED INSURED Firefly Digital Inc 130 South Buchanan Suite 100 Lafayette, LA 70501
POLICY NUMBER SEE PAGE 1		
CARRIER SEE PAGE 1	NAIC CODE SEE P 1	EFFECTIVE DATE: SEE PAGE 1

ADDITIONAL REMARKS

THIS ADDITIONAL REMARKS FORM IS A SCHEDULE TO ACORD FORM,
FORM NUMBER: ACORD 25 FORM TITLE: Certificate of Liability Insurance

basis.

Blanket Additional Insured - Broad Form Vendors - Who is an Insured: Any person or organization that you have agreed in a written contract or agreement to include as an additional insured on this Coverage Part.

Blanket Waiver of Subrogation

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

**OTHER INSURANCE - ADDITIONAL INSURED - PRIMARY AND
NON-CONTRIBUTORY WITH RESPECT TO CERTAIN OTHER
INSURANCE**

This endorsement modifies insurance provided under the following:

COMMERCIAL GENERAL LIABILITY COVERAGE PART

The following is added to Paragraph 4. a,
**Primary Insurance, of SECTION IV -
COMMERCIAL GENERAL LIABILITY CONDITIONS:**

However, if you specifically agree in a written contract or agreement that the insurance afforded to an additional insured under this Coverage Part must apply on a primary basis, or a primary and non-contributory basis, this insurance is primary to other insurance that is available to such additional insured which covers such additional insured as a

named insured, and we will not share with that other insurance, provided that:

- (1) The "bodily injury" or "property damage" for which coverage is sought is caused by an "occurrence" that takes place; and
- (2) The "personal injury" or "advertising injury" for which coverage is sought arises out of an offense that is committed;

subsequent to the signing and execution of that contract or agreement by you.

- (2) A watercraft you do not own that is:

- (a) Less than 75 feet long; and
- (b) Not being used to carry any person or property for a charge.

C. AIRCRAFT CHARTERED WITH PILOT

The following is added to Exclusion **g**, **Aircraft, Auto Or Watercraft**, in Paragraph 2. of **SECTION I - COVERAGES - COVERAGE A BODILY INJURY AND PROPERTY DAMAGE LIABILITY**:

This exclusion does not apply to an aircraft that is:

- (a) Chartered with a pilot to any insured;
- (b) Not owned by any insured; and
- (c) Not being used to carry any person or property for a charge.

D. DAMAGE TO PREMISES RENTED TO YOU

1. The first paragraph of the exceptions in Exclusion **j**, **Damage To Property**, in Paragraph 2. of **SECTION I - COVERAGES - COVERAGE A BODILY INJURY AND PROPERTY DAMAGE LIABILITY** is deleted.
2. The following replaces the last paragraph of Paragraph 2., **Exclusions**, of **SECTION I - COVERAGES - COVERAGE A BODILY INJURY AND PROPERTY DAMAGE LIABILITY**:

Exclusions **c**, **g** and **h**, and Paragraphs (1), (3) and (4) of Exclusion **j**, do not apply to "premises damage". Exclusion **f**(1)(a) does not apply to "premises damage" caused by fire unless Exclusion **f** of Section I - Coverage A - Bodily Injury And Property Damage Liability is replaced by another endorsement to this Coverage Part that has Exclusion - All Pollution Injury Or Damage or Total Pollution Exclusion in its title. A separate limit of insurance applies to "premises damage" as described in Paragraph 6. of Section III - Limits Of Insurance.

3. The following replaces Paragraph 6. of **SECTION III - LIMITS OF INSURANCE**:

6. Subject to 5. above, the Damage To Premises Rented To You Limit is the most we will pay under Coverage A for damages because of "premises damage" to any one premises.

The Damage To Premises Rented To You Limit will be:

- a. The amount shown for the Damage To Premises Rented To You Limit on the Declarations of this Coverage Part; or
- b. \$300,000 if no amount is shown for the Damage To Premises Rented To You Limit on the Declarations of this Coverage Part.

4. The following replaces Paragraph **a**. of the definition of "insured contract" in the **DEFINITIONS** Section:

- a. A contract for a lease of premises. However, that portion of the contract for a lease of premises that indemnifies any person or organization for "premises damage" is not an "insured contract";

5. The following is added to the **DEFINITIONS** Section:

"Premises damage" means "property damage" to:

- a. Any premises while rented to you or temporarily occupied by you with permission of the owner; or
- b. The contents of any premises while such premises is rented to you, if you rent such premises for a period of seven or fewer consecutive days.

6. The following replaces Paragraph 4.b.(1)(b) of **SECTION IV - COMMERCIAL GENERAL LIABILITY CONDITIONS**:

- (b) That is insurance for "premises damage"; or

7. Paragraph 4.b.(1)(c) of **SECTION IV - COMMERCIAL GENERAL LIABILITY CONDITIONS** is deleted.

E. INCREASED SUPPLEMENTARY PAYMENTS

1. The following replaces Paragraph 1.b. of **SUPPLEMENTARY PAYMENTS - COVERAGES A AND B** of **SECTION I - COVERAGES**:

- b. Up to \$2,500 for cost of bail bonds required because of accidents or traffic law violations arising out of the use of any vehicle to which the Bodily Injury Liability Coverage applies. We do not have to furnish these bonds.

2. The following replaces Paragraph 1.d. of **SUPPLEMENTARY PAYMENTS - COVERAGES A AND B** of **SECTION I - COVERAGES**:

- d. All reasonable expenses incurred by the insured at our request to assist us in the investigation or defense

of the claim or "suit", including actual loss of earnings up to \$500 a day because of time off from work.

F. WHO IS AN INSURED - EMPLOYEES AND VOLUNTEER WORKERS - FIRST AID

1. The following is added to the definition of "occurrence" in the **DEFINITIONS** Section:

Unless you are in the business or occupation of providing professional health care services, "occurrence" also means an act or omission committed by any of your "employees" or "volunteer workers", other than an employed or volunteer doctor, in providing or failing to provide first aid or "Good Samaritan services" to a person.

2. The following is added to Paragraph 2.a(1) of **SECTION II - WHO IS AN INSURED**:

Unless you are in the business or occupation of providing professional health care services, Paragraphs (1)(a), (b), (c) and (d) above do not apply to "bodily injury" arising out of providing or failing to provide first aid or "Good Samaritan services" by any of your "employees" or "volunteer workers", other than an employed or volunteer doctor. Any of your "employees" or "volunteer workers" providing or failing to provide first aid or "Good Samaritan services" during their work hours for you will be deemed to be acting within the scope of their employment by you or performing duties related to the conduct of your business.

3. The following is added to Paragraph 5. of **SECTION III - LIMITS OF INSURANCE**:

For the purposes of determining the applicable Each Occurrence Limit, all related acts or omissions committed by any of your "employees" or "volunteer workers" in providing or failing to provide first aid or "Good Samaritan services" to any one person will be deemed to be one "occurrence".

4. The following is added to the **DEFINITIONS** Section:

"Good Samaritan services" means any emergency medical services for which no compensation is demanded or received.

G. WHO IS AN INSURED - EMPLOYEES - SUPERVISORY POSITIONS

The following is added to Paragraph 2.a(1) of **SECTION II - WHO IS AN INSURED**:

Paragraphs (1)(a), (b) and (c) above do not apply to "bodily injury" or "personal injury" to a co-"employee" in the course of the co-"employee's" employment by you arising out of work by any of your "employees" who hold a supervisory position.

H. WHO IS AN INSURED - NEWLY ACQUIRED OR FORMED ORGANIZATIONS

The following replaces Paragraph 4. of **SECTION II - WHO IS AN INSURED** of the Commercial General Liability Coverage Form, and Paragraph 3. of **SECTION II - WHO IS AN INSURED** of the Global Companion Commercial General Liability Coverage Form, to the extent such coverage forms are part of your policy:

Any organization you newly acquire or form, other than a partnership or joint venture, of which you are the sole owner or in which you maintain the majority ownership interest, will qualify as a Named Insured if there is no other insurance which provides similar coverage to that organization. However:

- a. Coverage under this provision is afforded only:

- (1) Until the 180th day after you acquire or form the organization or the end of the policy period, whichever is earlier, if you do not report such organization in writing to us within 180 days after you acquire or form it; or

- (2) Until the end of the policy period, when that date is later than 180 days after you acquire or form such organization, if you report such organization in writing to us within 180 days after you acquire or form it, and we agree in writing that it will continue to be a Named Insured until the end of the policy period;

- b. Coverage **A** does not apply to "bodily injury" or "property damage" that occurred before you acquired or formed the organization; and

- c. Coverage **B** does not apply to "personal injury" or "advertising injury" arising out of an offense committed before you acquired or formed the organization.

I. BLANKET ADDITIONAL INSURED - OWNERS, MANAGERS OR LESSORS OF PREMISES

The following is added to **SECTION II - WHO IS AN INSURED:**

Any person or organization that is a premises owner, manager or lessor is an insured, but only with respect to liability arising out of the ownership, maintenance or use of that part of any premises leased to you.

The insurance provided to such premises owner, manager or lessor does not apply to:

- a. Any "bodily injury" or "property damage" caused by an "occurrence" that takes place, or "personal injury" or "advertising injury" caused by an offense that is committed, after you cease to be a tenant in that premises; or
- b. Structural alterations, new construction or demolition operations performed by or on behalf of such premises owner, manager or lessor.

J. BLANKET ADDITIONAL INSURED - LESSORS OF LEASED EQUIPMENT

The following is added to **SECTION II - WHO IS AN INSURED:**

Any person or organization that is an equipment lessor is an insured, but only with respect to liability for "bodily injury", "property damage", "personal injury" or "advertising injury" caused, in whole or in part, by your acts or omissions in the maintenance, operation or use by you of equipment leased to you by such equipment lessor.

The insurance provided to such equipment lessor does not apply to any "bodily injury" or "property damage" caused by an "occurrence" that takes place, or "personal injury" or "advertising injury" caused by an offense that is committed, after the equipment lease expires.

K. BLANKET ADDITIONAL INSURED - PERSONS OR ORGANIZATIONS FOR YOUR ONGOING OPERATIONS AS REQUIRED BY WRITTEN CONTRACT OR AGREEMENT

The following is added to **SECTION II - WHO IS AN INSURED:**

Any person or organization that is not otherwise an insured under this Coverage Part and that you have agreed in a written contract or agreement to include as an additional insured on this Coverage Part is an insured, but only with respect to liability for "bodily injury" or "property damage" that:

- a. Is caused by an "occurrence" that takes place after you have signed

and executed that contract or agreement; and

- b. Is caused, in whole or in part, by your acts or omissions in the performance of your ongoing operations to which that contract or agreement applies or the acts or omissions of any person or organization performing such operations on your behalf.

The limits of insurance provided to such insured will be the limits which you agreed to provide in the written contract or agreement, or the limits shown in the Declarations, whichever are less.

L. BLANKET ADDITIONAL INSURED - BROAD FORM VENDORS

The following is added to **SECTION II - WHO IS AN INSURED:**

Any person or organization that is a vendor and that you have agreed in a written contract or agreement to include as an additional insured on this Coverage Part is an insured, but only with respect to liability for "bodily injury" or "property damage" that:

- a. Is caused by an "occurrence" that takes place after you have signed and executed that contract or agreement; and
- b. Arises out of "your products" which are distributed or sold in the regular course of such vendor's business.

The insurance provided to such vendor is subject to the following provisions:

- a. The limits of insurance provided to such vendor will be the limits which you agreed to provide in the written contract or agreement, or the limits shown in the Declarations, whichever are less.
- b. The insurance provided to such vendor does not apply to:
 - (1) Any express warranty not authorized by you;
 - (2) Any change in "your products" made by such vendor;
 - (3) Repackaging, unless unpacked solely for the purpose of inspection, demonstration, testing, or the substitution of parts under instructions from the manufacturer, and then repackaged in the original container;
 - (4) Any failure to make such inspections, adjustments, tests or servicing as vendors agree to perform or normally undertake to perform in the regular course of business, in connection with the distribution or sale of "your products";

(5) Demonstration, installation, servicing or repair operations, except such operations performed at such vendor's premises in connection with the sale of "your products"; or

(6) "Your products" which, after distribution or sale by you, have been labeled or relabeled or used as a container, part or ingredient of any other thing or substance by or on behalf of such vendor.

Coverage under this provision does not apply to:

- a. Any person or organization from whom you have acquired "your products", or any ingredient, part or container entering into, accompanying or containing such products; or
- b. Any vendor for which coverage as an additional insured specifically is scheduled by endorsement.

M. WHO IS AN INSURED - UNNAMED SUBSIDIARIES

The following is added to **SECTION II - WHO IS AN INSURED**:

Any of your subsidiaries, other than a partnership or joint venture, that is not shown as a Named Insured in the Declarations is a Named Insured if:

- a. You maintain an ownership interest of more than 50% in such subsidiary on the first day of the policy period; and
- b. Such subsidiary is not an insured under similar other insurance.

No such subsidiary is an insured for "bodily injury" or "property damage" that occurred, or "personal injury" or "advertising injury" caused by an offense committed:

- a. Before you maintained an ownership interest of more than 50% in such subsidiary; or
- b. After the date, if any, during the policy period that you no longer maintain an ownership interest of more than 50% in such subsidiary.

N. WHO IS AN INSURED - LIABILITY FOR CONDUCT OF UNNAMED PARTNERSHIPS OR JOINT VENTURES

The following replaces the last paragraph of **SECTION II - WHO IS AN INSURED**:

No person or organization is an insured with respect to the conduct of any cur-

rent or past partnership or joint venture that is not shown as a Named Insured in the Declarations. This paragraph does not apply to any such partnership or joint venture that otherwise qualifies as an insured under **Section II - Who Is An Insured**.

O. MEDICAL PAYMENTS - INCREASED LIMITS

The following replaces Paragraph 7. of **SECTION III - LIMITS OF INSURANCE**:

7. Subject to 5. above, the Medical Expense Limit is the most we will pay under Coverage C for all medical expenses because of "bodily injury" sustained by any one person, and will be the higher of:

- (a) \$10,000; or
- (b) The amount shown on the Declarations of this Coverage Part for Medical Expense Limit.

P. CONTRACTUAL LIABILITY - RAILROADS

1. The following replaces Paragraph c. of the definition of "insured contract" in the **DEFINITIONS** Section:

c. Any easement or license agreement;

2. Paragraph f.(1) of the definition of "insured contract" in the **DEFINITIONS** Section is deleted.

Q. KNOWLEDGE AND NOTICE OF OCCURRENCE OR OFFENSE

The following is added to Paragraph 2, **Duties In The Event of Occurrence, Offense, Claim or Suit**, of **SECTION IV - COMMERCIAL GENERAL LIABILITY CONDITIONS**:

e. The following provisions apply to Paragraph a. above, but only for the purposes of the insurance provided under this Coverage Part to you or any insured listed in Paragraph 1. or 2. of **Section II - Who Is An Insured**:

- (1) Notice to us of such "occurrence" or offense must be given as soon as practicable only after the "occurrence" or offense is known to you (if you are an individual), any of your partners or members who is an individual (if you are a partnership or joint venture), any of your managers who is an individual (if you are a limited liability company), any of your trustees who is an individual (if you are a trust), any of your "executive officers" or directors (if you are an organization other than a partnership, joint venture, limited liability company or trust) or any "employee" author-

ized by you to give notice of an "occurrence" or offense.

- (2) If you are a partnership, joint venture, limited liability company or trust, and none of your partners, joint venture members, managers or trustees are individuals, notice to us of such "occurrence" or offense must be given as soon as practicable only after the "occurrence" or offense is known by:

(a) Any individual who is:

- (i) A partner or member of any partnership or joint venture;
- (ii) A manager of any limited liability company;
- (iii) A trustee of any trust; or
- (iv) An executive officer or director of any other organization;

that is your partner, joint venture member, manager or trustee; or

(b) Any "employee" authorized by such partnership, joint venture, limited liability company, trust or other organization to give notice of an "occurrence" or offense.

- (3) Notice to us of such "occurrence" or offense will be deemed to be given as soon as practicable if it is given in good faith as soon as practicable to your workers' compensation insurer. This applies only if you subsequently give notice to us of the "occurrence" or offense as soon as practicable after any of the persons described in Paragraphs e. (1) or (2) above discovers that the "occurrence" or offense may result in sums to which the insurance provided under this Coverage Part may apply.

However, if this policy includes an endorsement that provides limited coverage for "bodily injury" or "property damage" or pollution costs arising out of a discharge, release or escape of "pollutants" which contains a requirement that the discharge, release or escape of "pollutants" must be reported to us within a specific number of days after its abrupt commencement, this Paragraph e. does not affect that requirement.

R. UNINTENTIONAL OMISSION

The following is added to Paragraph 6., **Representations, of SECTION IV - COMMERCIAL GENERAL LIABILITY CONDITIONS:**

The unintentional omission of, or unintentional error in, any information provided by you which we relied upon in issuing this policy will not prejudice your rights under this insurance. However, this provision does not affect our right to collect additional premium or to exercise our rights of cancellation or nonrenewal in accordance with applicable insurance laws or regulations.

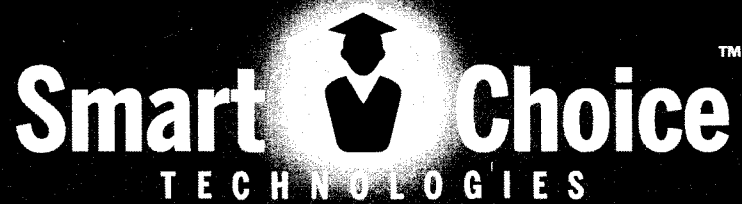
S. BLANKET WAIVER OF SUBROGATION

The following is added to Paragraph 8., **Transfer Of Rights Of Recovery Against Others To Us, of SECTION IV - COMMERCIAL GENERAL LIABILITY CONDITIONS:**

If the insured has agreed in a contract or agreement to waive that insured's right of recovery against any person or organization, we waive our right of recovery against such person or organization, but only for payments we make because of:

- a. "Bodily injury" or "property damage" caused by an "occurrence" that takes place; or
- b. "Personal injury" or "advertising injury" caused by an offense that is committed;

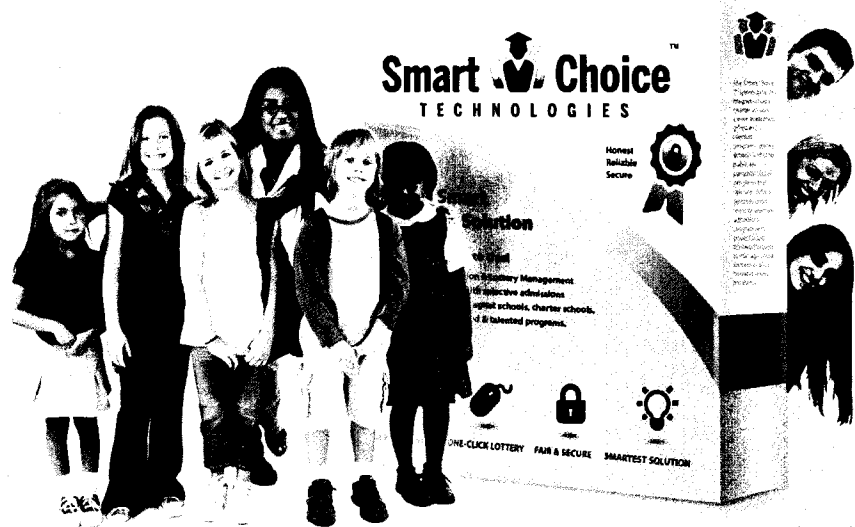
subsequent to the execution of the contract or agreement.



Lottery & Student Application Management Solution

The City of Pembroke Pines, Florida

04/16/2014



v-01-03-14

Proposal #SC-1705



Exclusive Smart Choice™ Reseller

Thank You!

Firefly Digital has been helping clients since 1998. That's more than 15 years of experience providing innovative digital marketing solutions tailored to organizations across a wide range of industries, large and small. We appreciate the opportunity to serve you and look forward to the prospect of working with you and your team.

The Smart Choice Solution™ is marketed, licensed and supported exclusively by Firefly Digital, a leading web development firm serving and supporting clients since 1998 with web-based services including website design, web application development, mobile application development and more for clients in a wide range of industries. To learn more about Firefly Digital, please visit www.fireflydigital.com.



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About Smart Choice

Smart Choice™ is a powerful online Student Application & Lottery Management. The platform is powerful, yet easy to use system, designed for parents and school administrators (not techies) to make the complex and tedious process of administering selective enrollment and open enrollment programs fair, honest and efficient.

This powerful online student application & blind lottery management software system is composed of four primary components:

- Online applications
- Program and application administration
- Student selection lottery
- Wait list management

The Smart Choice™ platform empowers administrators to effectively manage the growing administrative load created by the rapid growth in attendance within these selective and open enrollment programs. Smart Choice™ gives administrators a trusted means to implement and manage an automated and paperless student application process and selection lottery (blind lottery) in a timely and effective manner.



Solution Proposal

The following solution was developed by the Smart Choice team based on findings in our initial discovery meetings, cursory research and needs analysis conducted on your behalf for the purposes of preparing this proposal.

1. SMART CHOICE SOLUTIONS FOR SMALL SCHOOLS

The Smart Choice™ system is a student application and lottery management system made for schools and school districts with selective enrollment programs and schools. The system takes a 4-part approach to this process with modules for application submission and management, lottery execution and placement and wait list management.

1.1. APPLICATIONS

The application component features a multi-step application, which is accessible through a web-based user portal. Parents utilize a single sign-on account to submit multiple applications for one or more children within a household, easily and efficiently.

1.2. ADMINISTRATION

The administration area creates a place for district staff to manage and review submitted applications, run reports and configure multiple components of the system. This area comes equipped with a full user management solution to ensure a highly secure and restricted system for multiple users.

1.3. LOTTERY

The lottery component is developed utilizing the specific selection criteria set forth by the school/district. The system runs all eligible applicants through a customized algorithm to blindly select students based on the selection criteria as well as the amount of available seats within the program/school.



1.4. WAIT LIST

The Smart Choice Wait List™ component allows administrators to manage one central real-time wait list, eliminating errors and the tedious process of updating multiple documents. Working together with the Smart Choice Lottery™ component, the Wait List™ component automatically manages selection results and notifications in real-time.

2. RECRUITING WEBSITE

The Smart Choice™ System comes equipped with an application website that allows you and your staff to manage program details, deadlines, and more, in a few simple steps. This online recruiting platform gives parents a dedicated space to review program details and to complete their applications.

3. TRAINING AND SUPPORT

Three (3) hours of training are included to instruct and advise your administrative staff on the use of the system. Your training session will be scheduled after final approval of the system. During the training session, and prior to launch, you will be given full access to the system. Ongoing technical support for trained members of your team is available to help with any questions or issues that may arise while using the Smart Choice™ System.

4. HOSTING

The Smart Choice™ System will be hosted on Firefly's certified and secure servers in our data center located in Dallas, Texas with back-ups in San Antonio, Texas. Our hosting facility is qualified to host secure financial sites and has all necessary security qualifications to do so including SAS70 certification. The annual fees of the system include a domain name of your choice, a domain pointer and an SSL certificate to encrypt and ensure security of information passing through the network.



5. ADDITIONAL CONFIGURATION REQUESTS

Based on the information provided in the discovery meetings items requested by the client to be developed in addition to the system's core components noted above are detailed here.

- Import of Wait Lists - Client will provide the previous year's wait lists in a format to be imported into the Smart Choice system with the goal of managing previous wait lists in real time.
- Wait List Roll Over - Ability to allow wait lists to roll over from each year taking into account the yearly advancement of lists to the continuing grade level.
- Decline Reasons - Addition of an editable set of "Reasons for Decline" so that the administrator can effectively track the reason for a decline of placement done by both parents and administrators.
- Demographic Match for Automatic Roll up - If a vacancy becomes available the ability for the system to automatically roll up the next student with matching demographic factors of the student who declined would occur. The exact demographic factors that are relevant are to be determined.
- Multi Campus Support - The ability for students to rank campuses by preference and also support multiple campuses with seat declarations for the lottery configuration.



Project Deliverables

The Smart Choice™ process is designed to promote efficiency and quality deliverables. To effectively maintain proposed costs and timeframes, the following deliverables are required as noted below.

1. SMART CHOICE SOLUTION FOR SMALL SCHOOLS

FIREFLY DELIVERABLES:

- Installed System - Based on size of district/school.
- Installed Pro Features - Based on selected features noted in the Solution Proposal.

1.1. APPLICATIONS

CLIENT DELIVERABLES:

- Program & School List
List of all available programs/schools offered in the application.
- Paper Application(s)
Used as reference, for comparison and formatting purposes.
- Rules/Restrictions
For inclusion in the application, as well as for use in the application process logic.
- Program Requirements
Specific program/school requirements (and/or restrictions).
- Email Notification Verbiage
Text for "Account Creation Email" and "Application Received Email"

FIREFLY DELIVERABLES:

- Completed & Operational Application Component



1.2. ADMINISTRATION

CLIENT DELIVERABLES:

- Application Flag Criteria
Criteria used to flag (identify) applications that need attention/action.
- User Groups
Types of administrative users (groups), their roles in the district/school, and the level of permission permitted for each group.
- Administrative User Login Credentials
A list of users, that includes the following for each: user name, password, user group(s), the school(s)/program(s) and or grade(s) these users will have access.
- Application Dates/Deadlines
Open and close date for application periods, and any other relevant deadlines.

FIREFLY DELIVERABLES:

- Operational Administrative Component
- Operational Login Functions

1.3. LOTTERY

CLIENT DELIVERABLES:

- Lottery Selection Criteria
Priorities and or preferences used to select students.
- Email Notification Verbiage
Text for "Accepted" and "Wait List" Emails.
- Acceptance Logic/Timeline
Deadlines and restriction details for accepting or declining placement.

FIREFLY DELIVERABLES:

- Operational Lottery Component



1.4. WAIT LIST

CLIENT DELIVERABLES:

- Wait List Logic/Timeline
Deadlines and restriction details for moving students from a wait list to an accepted list.

FIREFLY DELIVERABLES:

- Functioning Wait List Component

2. RECRUITING WEBSITE

CLIENT DELIVERABLES:

- Sitemap
Organizational breakdown of the pages required in the recruiting website.
- Logo(s)
AI or EPS file types are preferred for your logo. PNG or TIFF files are also acceptable.
- Program Lists
List of available programs, grade levels and schools participating in the online application process.
- Program Descriptions
Details on the programs offered.
- Photography
Images to be included in the design of the recruiting website (Optional). Stock images may be selected and utilized at an additional cost, if needed.

FIREFLY DELIVERABLES:

- Customized Template
Production of a template using the organization's brand assets to create a recruiting site that is visually consistent with the district's main website.
- Usability Testing
Testing to ensure a consistent user experience across the following web browsers: Internet Explorer, Safari, Firefox and Chrome.



3. TRAINING AND SUPPORT

CLIENT DELIVERABLES:

- Training Dates/User Groups
Used to effectively schedule training sessions, and to organize and assign attendees to sessions based on user permissions and tasks.
- Support Personnel List
Used to set up approved user access to the Smart Choice™ online support terminal, an online portal for 24/7 support ticket submission/resolution.

FIREFLY DELIVERABLES:

- Training Session/Itinerary
For training session planning and for trainees to follow along in sessions.
- Operational Online Support Terminal
Online portal for 24/7 support ticket submission, management and resolution.

4. HOSTING

CLIENT DELIVERABLES:

- Domain Name/Pointer
ULR/web address of the application site.

FIREFLY DELIVERABLES:

- Operational System Hosting Site
Implementation and administration of the hosting account/site.

5. ADDITIONAL CONFIGURATIONS

CLIENT DELIVERABLES:

- Wait List Files
Format/Mapping to be agreed upon by the parties
- Agreeable Reasons for Decline
Text based reasons



- Demographic match factors
Mapping of specific factors to be determined by the parties
- Campus Details and Restrictions by Campus
Text and regulations provided by the client

FIREFLY DELIVERABLES

- Imported Wait Lists from received files
- Add / Edit / Delete Decline Reasons Functionality
Operational decline process with reasons and the ability to track reasons
- Demographic Match Automated Roll Up
Operational real time automatic roll up based on approved demographic factors upon decline.
- Multi Campus Support
Operational restrictions within the application and lottery functionality based on the requirements of each campus.



Schedule

The following is the proposed project schedule based on information provided at the time of the project discovery and client interview.

Milestones & Payment Schedule

DISCOVERY PHASE		CREATIVE PHASE		TECHNICAL PHASE		REVIEW PHASE	
MILESTONE	MILESTONE	MILESTONE	MILESTONE	MILESTONE	MILESTONE	MILESTONE	MILESTONE
Week 1	Week 2	Weeks 3	Weeks 4 & 5	Week 6 & 7	Week 7	Week 8	
Agreement to begin work	Form Specifications	Website Design	Application Form Creation	Lottery Configuration	Usability Analysis	System Training	
Kick Off Meeting	Process Details	CMS Installed	Parent Process Completed	Developer Testing	Final System Review	Launch	
Project Brief	Content Gathering	System Installation	Administrative Process	Modifications from Testing	Deliverables:	Deliverables:	
Deliverables:	Deliverables:	Content Evaluation	Lottery Details Determined	Deliverables:	- finalized site	- final payment	
- signed contract	- form breakdown	Content Optimization	Deliverables:	- Lottery for Review			
- design files	- process breakdown	Content Integration	- Final Application	- Enrollment for Review			
- logo files	- content for sitemap	Deliverables:	- Final Parent Process				
- photography if available		- active homepage	- Review of Admin Process				
- site architecture		- active interior page(s)	- Lottery Criteria				
- forms for review			- 2nd payment				
- initial payment							



Cost Proposal

The following is a cost estimate for each of the proposed services, as noted in the previous section "Proposed Solution," including one-time and annual costs. See proposal limits noted at the end of this Cost Proposal.

ONE-TIME COSTS

SMART CHOICE™ SYSTEM FOR SMALL SCHOOLS\$19,500.00
ADDITIONAL CONFIGURATIONS (NOTED IN SCOPE) (10 HOURS).....\$1,800.00

ANNUAL COSTS

HOSTING & LICENSING YEAR 1~~\$7,500.00~~ \$2,500.00

COST SUMMARY

ONE-TIME COSTS\$21,300.00
ANNUAL COSTS YEAR 1.....~~\$7,500.00~~ \$2,500.00
TOTAL COSTS.....\$23,800.00

Annual costs past year 1 will be billed at the current rate for the "Small" package purchased by the Client. Small Hosting and Licensing will be billed at \$7,500.00 annually in years 2 & 3 of this contract.



.....
PAYMENT SCHEDULE
.....

INITIAL PAYMENT*\$13,150.00

Includes 50% of one-time service costs + 100% of annual costs

APPLICATION LAUNCH PAYMENT**\$5,325.00

Includes 25% of one-time service costs

FINAL PAYMENT***\$5,325.00

Includes balance of one-time service costs

*Due upon project initiation. **Due upon completion of application site. ***Due upon project scope completion.

Prices and terms valid for 90 days

.....
PROPOSAL LIMITS
.....

CUSTOMIZATIONS & CHANGES20 HOURS

(Suggested Breakdown: 8 hours > Applications, 6 hours > Administrative, 6 hours > Lottery/Wait List)

TEMPLATE DESIGN & PRODUCTION20 HOURS

WEB TRAINING3 HOURS



Master Project Agreement

This Master Project Agreement (the "Agreement") is executed by and between **The City of Pembroke Pines, Florida** ("Client") and Firefly Digital, Inc. ("Firefly").

This Agreement establishes the general terms and conditions applicable to any and all products and services provided by Firefly. Execution of this Agreement signifies acceptance of these terms and conditions, as well as those that may be specific to any particular product or service provided by Firefly pursuant to this Agreement.

I. SCOPE OF WORK

Client hereby engages Firefly, and Firefly hereby agrees to accept Client's engagement, to perform work for Client to provide the products and services more specifically detailed in the following supplements to this Agreement, which are made a part of this Agreement by reference:

License Agreement (Page 28)

Service Agreement (Page 32)

Hosting Agreement (Page 37)

II. DELIVERABLES AND SCHEDULE

The deliverables of Client and of Firefly are specified in the supplement to this Agreement entitled "Project Deliverables" (Page 8). The schedule for provision of the products and services to be provided by Firefly to Client is specified in the supplement to this Agreement entitled "Schedule" (Page 13). Client agrees and acknowledges that the timely provision of Firefly's deliverables are dependent upon the timely provision of Client's deliverables, and accordingly, any delay of Client in furnishing Client's deliverables to Firefly shall not be



attributed to Firefly and shall result in an appropriate adjustment to the schedule and pricing for delivery of Firefly's deliverables.

III. TERM, TERMINATION, AND EFFECT OF TERMINATION

A. Term and Termination. The Term of this Agreement shall be from the last date of execution by one of the parties and shall continue for a total of three (3) years or if:

1. by mutual consent of the parties; or
2. as to any product or service not being provided on a recurring monthly basis, upon thirty (30) days written notice to the other party; or
3. by uncured default, after written notice of default is given to a party and the party so notified fails to cure the default within thirty (30) days of receipt of said notice; or
4. as may be separately specified in the License Agreement, the Service Agreement, or the Hosting Agreement.

This Agreement may be renewed for additional one (1) or more year terms upon the mutual written agreement of the parties.

B. Effect of Termination. In the event of a valid termination of this Agreement or the valid termination of the provision of any product or service pursuant to this Agreement, Firefly shall be paid any and all sums due to Firefly for products and services provided to Client up to and including the date of termination. Firefly will refund the difference, if any, between the amount paid by Client to Firefly and the value of the services provided by Firefly up to the date of termination, except for hosting costs and monthly recurring costs. With regard to one-time services, Firefly will provide an accounting of all services performed, deliverables, and third party expenses, noting the number of hours, service description, rate per hour and total value of services, deliverables, and third party expenses rendered and/or incurred on behalf of/to Client. If the value of the services exceeds the amount paid to



Firefly by Client, Client shall pay Firefly the difference within fifteen (15) days of receipt of the aforementioned accounting.

IV. FORCE MAJEURE

Neither party shall be liable to the other for any delays or any failure to perform due to unforeseen circumstances or causes beyond a party's reasonable control, including, but not limited to, acts of God, riots, embargoes, acts of any government, fires, floods, explosions, the elements, epidemics, strikes, lockouts, accidents, delays of suppliers or subcontractors, or acts or omissions of the other party for which the other party is responsible.

V. OWNERSHIP OF WORK

Subject to Client's obligations to make timely payments to Firefly, Firefly grants to Client a non-exclusive, royalty-free, non-transferable right and license to use all deliverables specified in the Firefly Deliverables section of this Agreement for Client's internal business purposes only. Except for the limited license to the deliverables granted herein, all rights, title and interest in and to the Firefly Deliverables, as well as Firefly and Smart Choice ideas, concepts, work product, work in process, know-how, techniques, information, materials, and/or technology, in any form, including (but not limited to) patents, copyrights, trade secrets, trade dress, intellectual property rights, and industrial property rights, shall remain at all times vested in Firefly or Smart Choice.

Client shall not sell, transfer ownership of, lease, or donate the Firefly Deliverables, and shall not copy, translate, modify, create derivative works, reverse engineer, decompile, or otherwise make use of the Firefly Deliverables except as permitted by the limited license granted in this Section V.

For the sake of clarity, the parties specifically agree and acknowledge that Client's data input, stored, or used in conjunction with the Firefly Deliverables shall remain at all times the property of Client, and this Section V shall not transfer any rights in or to Client's data to Firefly or Smart Choice.



Client and Firefly shall take any and all actions and execute and all documents deemed necessary, convenient, or desirable by Firefly to effectuate the purposes of this Section V.

VI. PAYMENT AND TAXES

Payment. All payments will adhere to the Prompt Payment Act (218.70-218.80 Florida Statutes) and will be received within 45 days after the date on which the payment request or proper invoice was received by the local governmental entity. If payments due from the Client are not made within the time specified (45 days from invoice received date) bear interest from 30 days after the due date at the rate of 1 percent per month on the unpaid balance. The vendor must invoice the local governmental entity for any interest accrued in order to receive the interest payment. Any overdue period of less than 1 month is considered as 1 month in computing interest. Unpaid interest is compounded monthly. For the purposes of this section, the term "1 month" means a period beginning on any day of one month and ending on the same day of the following month. In an action to recover amounts due under ss. 218.70-218.80, the court shall award court costs and reasonable attorney's fees, including fees incurred through any appeal, to the prevailing party, if the court finds that the non-prevailing party withheld any portion of the payment that is the subject of the action without any reasonable basis in law or fact to dispute the prevailing party's claim to those amounts.

Taxes. Except for taxes based solely upon Firefly's net income, Firefly shall not be liable for any sales, use, withholding, value-added ("VAT"), governmental duty, penalty, or any other governmental charges, taxes or other fees to be paid in accordance with or related to (a) this Agreement or any supplement to this Agreement; (b) the performance by Firefly or Client pursuant to this Agreement or any supplement to this Agreement; (c) the provision of products or services to Client by Firefly; or (d) purchases made from Client or Firefly's server (collectively "Taxes"). Client represents that it is a tax-exempt corporation under Section 501(c)(3) of the Internal Revenue Code of the United States, as amended, and under applicable laws of the State of Florida and will provide Firefly a certificate evidencing its tax exempt status.



VII. CONFLICT OF INTEREST AND EXCLUSIVITY

Client acknowledges and agrees that Firefly is free to perform any other work for other organizations, businesses or individuals similar to Client (whether or not Client considers those other businesses or individuals to be a competitor of Client) and, to the extent a conflict of interest exists now or may exist in the future, Client hereby expressly waives any such conflict. Client further acknowledges and agrees that the terms and conditions of this Agreement, particularly the pricing of the products and services to be provided by Firefly, were premised upon Firefly's ability to conduct similar types of work for similar and/or competitive organizations, businesses or individuals, and Firefly would not engage in an exclusive relationship with Client without substantial additional cost to Client. Accordingly, Client agrees and acknowledges that it has made a conscious decision not to incur the additional costs of an exclusive relationship with Firefly and consents to the non-exclusive relationship as described in this Section.

VIII. INDEPENDENT CONTRACTOR

All products and services provided by Firefly are provided only as an independent contractor, and nothing shall be constructed to be inconsistent with this relationship or status. Under no circumstances shall Firefly or any employee of Firefly be construed to be an employee or agent of Client. Client shall not be liable to pay wages, withhold any taxes, provide any insurance, or otherwise be obligated as an employer to Firefly or any employee of Firefly. Client represents that it is a tax-exempt corporation under Section 501(c)(3) of the Internal Revenue Code of the United States, as amended, and under applicable laws of the State of Florida and will provide Firefly a certificate evidencing its tax exempt status.

IX. THIRD PARTY BENEFICIARY

Except as provided in this Section, the rights and obligations of the parties pursuant to this Agreement are for the exclusive benefit of the parties, and no other person, group of persons, or legal entity is entitled to claim the benefit of this Agreement or to enforce any rights or obligations thereunder. Notwithstanding the previous sentence, Client and Firefly



agree and acknowledge that Smart Choice, Inc. is a third party beneficiary of this Agreement, and that, upon your acceptance of the terms and conditions of this Agreement, Smart Choice, Inc. will have the right (and will be deemed to have accepted the right) to enforce this Agreement against Smart Choice as a third party beneficiary thereof to the extent of its interest.

X. ASSIGNMENT

Neither this Agreement nor any interest herein or any rights hereunder shall be assigned, sold or be delegated to any person, firm, or corporation. Any attempted assignment or delegation shall be void.

XI. CONFIDENTIALITY

Subject to applicable Florida law, including but not limited to Chapters 119 and 286, Florida Statutes, Firefly agrees that all information communicated by Client to Firefly specifically designated by Client as confidential, with respect to this Agreement or any product or service to be provided thereunder, including any specifically identified confidential information gained by Firefly or its representatives by reason of association with Client or its associates, shall remain confidential.

Client agrees that all information communicated to Client with respect to Firefly's business processes and project development methods, Firefly Website Gadget, Smart Choice System, and any other information designated by Firefly as confidential, including gained by Client or its representatives shall remain confidential.

Neither party shall disclose confidential information of the other to any person except (1) when specifically authorized in writing by the other party to do so; or (2) to the extent disclosure is required by law or order of court or administrative agency, in which case the party believing disclosure to be so required shall notify the other party promptly upon learning of the apparent obligation to produce confidential information and shall cooperate with the other party in seeking a protective order or other reasonably available legal relief from the production of such information.



Notwithstanding the foregoing provisions of this Section, Firefly may refer to Client and to this project in its promotional materials, press releases and brochures, and Firefly may, but shall not be required to, include a link to Client's page in Firefly's website with written approval from the Client.

XII. INSURANCE

Firefly agrees, during the term of this Agreement, to maintain at Firefly's expense all necessary insurance for its employees, including but not limited to workers compensation, employer's liability, disability, and unemployment insurance.

XIII. DISCLAIMER OF WARRANTIES AND LIMITATION OF LIABILITY

SOFTWARE: AS TO ANY SOFTWARE PROVIDED PURSUANT TO THIS AGREEMENT, FIREFLY MAKES NO WARRANTY THAT THE SOFTWARE WILL MEET CLIENT'S REQUIREMENTS OR OPERATE UNDER CLIENT'S SPECIFIC CONDITIONS OF USE. FIREFLY MAKES NO WARRANTY THAT OPERATION OF ANY SOFTWARE WILL BE SECURE, ERROR FREE OR FREE FROM INTERRUPTION. CLIENT MUST DETERMINE WHETHER ANY SOFTWARE PROVIDED BY FIREFLY SUFFICIENTLY MEETS CLIENT'S REQUIREMENTS FOR SECURITY AND UNINTERRUPTABILITY. CLIENT BEARS SOLE RESPONSIBILITY AND ALL LIABILITY FOR ANY LOSS INCURRED DUE TO FAILURE OF ANY SOFTWARE TO MEET CLIENT'S REQUIREMENTS. FIREFLY WILL NOT, UNDER ANY CIRCUMSTANCES, BE RESPONSIBLE OR LIABLE FOR THE LOSS OF DATA ON ANY COMPUTER OR INFORMATION STORAGE DEVICE. CLIENT'S SOLE REMEDY FOR ANY ALLEGED BREACH OF ANY OBLIGATION OF FIREFLY TO PROVIDE SOFTWARE AND FOR ANY ALLEGED BREACH OF SOFTWARE WARRANTY BY FIREFLY SHALL BE CORRECTION OR REPLACEMENT OF THE ALLEGEDLY DEFECTIVE SOFTWARE. SELECTION OF WHETHER TO CORRECT OR REPLACE SHALL BE SOLELY AT THE DISCRETION OF FIREFLY. FIREFLY RESERVES THE RIGHT TO SUBSTITUTE A FULLY FUNCTIONAL COPY OF THE ALLEGEDLY DEFECTIVE SOFTWARE AS A REPLACEMENT. IF FIREFLY IS UNABLE TO CORRECT OR REPLACE SOFTWARE, CLIENT'S EXCLUSIVE REMEDY SHALL BE A REFUND OF THE PURCHASE PRICE FOR THE SOFTWARE EXCLUSIVE OF ANY COSTS FOR SHIPPING AND HANDLING.



GENERAL: UNLESS OTHERWISE EXPLICITLY AGREED TO IN WRITING BY FIREFLY, FIREFLY MAKES NO WARRANTIES, EXPRESSED OR IMPLIED, IN FACT OR IN LAW, INCLUDING, BUT NOT LIMITED TO, ANY IMPLIED WARRANTIES OF MERCHANTABILITY OR FITNESS FOR A PARTICULAR PURPOSE OTHER THAN AS SET FORTH IN THIS AGREEMENT, THE SERVICE AGREEMENT, OR THE HOSTING AGREEMENT (IF APPLICABLE).

UNDER NO CIRCUMSTANCES SHALL FIREFLY, ITS DIRECTORS, OFFICERS, EMPLOYEES OR AGENTS BE LIABLE TO CLIENT OR ANY OTHER PARTY FOR INDIRECT, CONSEQUENTIAL, SPECIAL, INCIDENTAL, PUNITIVE OR EXEMPLARY DAMAGES OF ANY KIND (INCLUDING, BUT NOT LIMITED TO, LOST REVENUES OR PROFITS, LOSS OF BUSINESS, COST OF CAPITAL, COST OF SUBSTITUTE FACILITIES, EQUIPMENT DOWNTIME COSTS, AND CLAIMS OF CLIENT'S CUSTOMERS FOR ANY SUCH DAMAGES) RESULTING FROM THIS AGREEMENT, OR FROM THE FURNISHING, PERFORMANCE, INSTALLATION, OR USE ANY OF FIREFLY'S PRODUCTS OR SERVICES, WHETHER DUE TO A BREACH OF CONTRACT, BREACH OF WARRANTY, OR THE NEGLIGENCE OF FIREFLY OR ANY OTHER PARTY, EVEN IF SUCH DAMAGES ARE FORESEEABLE, AND EVEN IF FIREFLY IS ADVISED BEFOREHAND OF THE POSSIBILITY OF SUCH DAMAGES. TO THE EXTENT THAT THE APPLICABLE JURISDICTION RESTRICTS THIS LIMITATION UPON FIREFLY'S LIABILITY, THIS LIMITATION SHALL NEVERTHELESS REMAIN EFFECTIVE TO THE MAXIMUM EXTENT PERMITTED AND SHALL BE REFORMED TO SUCH EXTENT.

IN ALL CASES, THE MAXIMUM AMOUNT OF FIREFLY'S LIABILITY SHALL BE THE TOTAL AMOUNT HAVING BEEN PAID TO FIREFLY FOR THE PARTICULAR PRODUCT OR SERVICE GIVING RISE TO THE CLAIM ASSERTED AGAINST FIREFLY.

INTENT: THE PARTIES AGREE, ACKNOWLEDGE, AND DECLARE THAT THE TERMS AND CONDITIONS OF THIS AGREEMENT, PARTICULARLY THE PRICE FOR FIREFLY'S PRODUCTS AND SERVICES PURSUANT TO THIS AGREEMENT, WERE AGREED UPON WITH THE LIMITATIONS OF LIABILITY OF THIS SECTION IN MIND, AND THE PRICE FOR



FIREFLY'S SERVICES WOULD BE SUBSTANTIALLY HIGHER IN THE ABSENCE OF THESE LIMITATIONS.

XIV. INDEMNIFICATION

To the extent provided by Florida law, each party shall indemnify, save, and hold the other harmless from any and all demands, liabilities, losses, costs, and claims, including reasonable attorney's fees, which arise from, or are alleged to have arisen from, the indemnifying party's performance or nonperformance pursuant to this Agreement. None of the foregoing shall be deemed a waiver of the Client's sovereign immunity.

XV. DISPUTE RESOLUTION

Any controversy or claim arising out of or relating to this Agreement, except in cases of discontinuation of service due to unpaid invoices, shall first be submitted to mediation administered by the American Arbitration Association under its Mediation Rules. Mediation shall be initiated by written demand transmitted to the other party. In the event that settlement is not reached within sixty (60) days after written demand for mediation, any unresolved controversy or claim shall be settled by arbitration administered by the American Arbitration Association under its Commercial Mediation Rules. The number of arbitrators shall be one. The place of the arbitration shall be Broward County, Florida, and Florida law shall apply. Judgment on the award rendered by the arbitrator may be entered in any court having jurisdiction thereof.

XVI. ATTORNEY'S FEES

In the event of any dispute between the parties regarding this Agreement or any product or service provided pursuant to this Agreement, the prevailing party shall be entitled to reimbursement of the prevailing party's reasonable attorney's fees and costs (including appellate fees and post-judgement fees and costs) from the non-prevailing party.



XVII. SEVERABILITY AND REFORMATION

If any provision of this Agreement shall be held to be invalid or unenforceable, the remainder of this Agreement shall remain in full force and effect. To the extent any express or implied restrictions are held not to be permitted by applicable law, any such restrictions shall remain in full force and effect to the maximum extent permitted by such applicable laws. To that end, in the event that an express or implied restriction is held by an arbitrator or court to be excessive, unreasonable, or unenforceable, the parties declare that it is their mutual intent that such arbitrator or court reform any offending portions of this Agreement to impose the maximum restriction permitted by applicable law.

XVIII. GOVERNING LAW AND JURISDICTION

This Agreement shall be governed by the laws of the State of Florida, without reference to its conflict of laws provisions.

XIX. PUBLIC RECORDS LAW

Pursuant to section 119.0701, Florida Statutes, Firefly agrees to:

- Keep and maintain public records that ordinarily and necessarily would be required by the Client in order to perform the service;
- Provide the public with access to such public records on the same terms and conditions that the Client would provide the records and at a cost that does not exceed that provided in chapter 119, Florida Statutes, or as otherwise provided by law;
- Ensure that public records that are exempt or that are confidential and exempt from public record requirements are not disclosed except as authorized by law; and
- Meet all requirements for retaining public records and transfer to the Client, at no cost, all public records in possession of the contractor upon termination of the contract and destroy any duplicate public records that are exempt or confidential



and exempt. All records stored electronically must be provided to the Client in a format that is compatible with the information technology systems of the Client.

- If Firefly does not comply with a public records request, the Act requires the Client to enforce the contract provisions in accordance with the Agreement.

XX. INTEGRATION AND INTERPRETATION OF SUPPLEMENTS

All supplements to this Agreement attached hereto are hereby integrated into and made a part of this Agreement. The integrated supplements to this Agreement consist of the following:

Solution Proposal
Cost Proposal
License Agreement

Project Deliverables
Hosting Agreement
Acceptable Use Policy

Schedule
Service Agreement
Appendices

In the event of a conflict between this Agreement and the License Agreement, Service Agreement, or Hosting Agreement, the relevant conflicting provisions of the License Agreement, Service Agreement, or Hosting Agreement shall prevail. Otherwise, this Agreement shall prevail over any other conflicting provision of any other supplement to this Agreement.


Signature to this Agreement below constitutes acceptance of this Agreement and all integrated supplements.

IN WITNESS OF THE FOREGOING, the parties have set their hands and seals the day and year first written above.

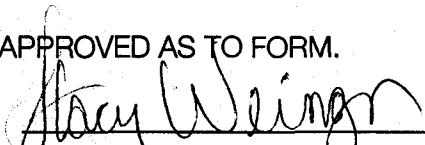
ATTEST:

CITY:


FOR JUDITH A. NEUGENT
CITY CLERK


CHARLES F. DODGE
CITY MANAGER

APPROVED AS TO FORM.


OFFICE OF THE CITY ATTORNEY

The City of Pembroke Pines, Florida

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WITNESSES:

Christina Torcetta
[Signature]

CONTRACTOR:

[Signature]
MICHAEL SPEARS, CEO/PRESIDENT
FIREFLY DIGITAL, INC.

THE FOREGOING INSTRUMENT was acknowledged before me this 21 day of
April, 2014, by Michael Spears, as President/CEO (title) and on behalf of Firefly Digital,
Inc., who is personally known to me or has produced Drivers License (LA) as identification,
and by execution hereof certifies that (s)he is the authorized to execution this agreement.

My Commission Expires: at death

Darla L. Mire

NOTARY PUBLIC

Darla L. Mire

Print or Type Name



License Agreement

END USER LICENSE AGREEMENT

This copy of SMART CHOICE, including the accompanying modules and documentation (collectively, the "Software Product"), is licensed and not sold. This Software Product is protected by copyright laws and treaties, as well as laws and treaties related to other forms of intellectual property. Firefly Digital, Inc., along with its subsidiaries, affiliates and suppliers (collectively "Firefly"), is the exclusive sublicensor for Smart Choice, Inc. As between the licensee ("you" or "your"), the distributor Firefly, and producer Smart Choice, Smart Choice owns all intellectual property rights in the Software Product. Your license to use the Software Product is subject to these rights and to all the terms and conditions of this End User License Agreement ("Agreement").

I. ACCEPTANCE

YOU ACCEPT AND AGREE TO BE BOUND BY THE TERMS OF THIS AGREEMENT BY USING THE SOFTWARE PRODUCT. YOU MUST AGREE TO ALL OF THE TERMS OF THIS AGREEMENT BEFORE YOU WILL BE ALLOWED TO UTILIZE THE SOFTWARE PRODUCT. IF YOU DO NOT AGREE TO ALL OF THE TERMS OF THIS AGREEMENT, YOU MUST CONTACT FIREFLY VIA EMAIL AND CERTIFIED MAIL AND IMMEDIATELY DISCONTINUE USE OF PRODUCT.

II. TERMINATION

At the termination of this Agreement for any reason you will discontinue use and destroy or return to Firefly Digital, Inc. the Software Product and all archival or other copies thereof.



III. LICENSE GRANT

This Agreement entitles you to use one copy of the Software Product. This Agreement does not permit the installation or use of multiple copies of the Software Product, or the installation of the Software Product on more than one server at any given time, except for temporary transfer in the event of server malfunction and a single backup or archival copy. Multiple copy use or installation is only allowed if you obtain an appropriate license grant for each user and each copy of the Software Product. For further information regarding expanded licensing of the Software Product, please contact:

Representative: FIREFLY DIGITAL, INC
Address: 1304 BERTRAND DR.
LAFAYETTE, LA 70506
Phone Number: 337-269-0299
Email Address: SMART@FIREFLYDIGITAL.COM

IV. RESTRICTIONS ON TRANSFER

Without first obtaining the express written consent of Firefly, you may not assign your rights and obligations under this Agreement, or redistribute, encumber, roll, rent, lease, sublicense, otherwise transfer your rights to the Software Product. You are prohibited from transferring the Software Product outside the United States.

V. EXPORT RESTRICTIONS

The Software Product (including any technical data) delivered to you under this Agreement is subject to U.S. export control laws and regulations and may also be subject to import and export laws of the jurisdiction in which it was obtained, if outside the U.S. You shall abide by all applicable export control laws, rules and regulations applicable to the Software Product. You agree that you will not export, re-export, or transfer the Software Product, in whole or in part, to any country, person, or entity subject to U.S. export restrictions. You specifically agree not to export, re-export, or transfer the Software Product (i) to any country to which the U.S. has embargoed or restricted the export of goods or services, or



to any national of any such country, wherever located, who intends to transmit or transport the products back to such country; (ii) to any person or entity who you know or have reason to know will utilize the Software Product or portion thereof in the design, development, production or use of nuclear, chemical or biological materials, facilities, or weapons; or (iii) to any person or entity who has been prohibited from participating in U.S. export transactions by any federal agency of the U.S. government.

VI. RESTRICTIONS ON USE

You may not decompile, "reverse-engineer", disassemble, decompile or otherwise attempt to derive the source code of the Software Product.

Use of the Software Product is restricted to executable object code form only for your own personal or internal business purposes only.

Without first obtaining the express written consent of Firefly, you may not use the database portion of the Software Product in connection with any software other than the Software Product.

Use of the Software Product by any third party other than you whether or not for consideration, including but not limited to use of the Software Product as part of a service bureau, network or timesharing facility, or assignment of the Software Product is prohibited.

You may not publish any benchmark results or tests run on the Software Product.

VII. RESTRICTIONS ON ALTERATION

You may not modify the Software Product or create a derivative work of the Software Product. Derivative works may include, but are not limited to, translations. You may not alter any files or libraries in any portion of the Software Product. You may not reproduce the database portion or modify any database structure.



VIII. RESTRICTIONS ON COPYING

You may not copy any part of the Software Product except to the extent that licensed use inherently demands the creation of a temporary copy stored in computer memory and not permanently affixed on storage medium.



Service Agreement

This agreement is effective as of the date of execution of the contract between Firefly Digital, Inc. (hereinafter sometimes referred to as "Firefly"), with offices at 1304 Bertrand Dr., Suite F7, Lafayette, LA 70506 and and **The City of Pembroke Pines, Florida** (hereinafter sometimes referred to as "Client").

I. SERVICES

- a. Firefly agrees to provide the services described in the Proposed Solution section of this document. Client agrees to the terms of the Proposal Limits within the "Cost Proposal" section of this document.
- b. Any changes or additions outside of the scope of the work defined in this agreement, including services that exceed Proposal Limits noted in the Cost Proposal, are billable by the hour, subject to approval of the Client.

II. DELIVERABLES

- a. Firefly and Client agree to provide the deliverables identified in the Project Deliverables section of this document according to the terms noted therein.
- b. Failure by either party to provide the resources needed to complete this project (identified in the Project Deliverables section of this document) may result in suspension of the project.
- c. Firefly will provide digital deliverables to client in electronic format, on a specified digital medium, upon written request. This service is provided in addition to proposed costs and will include all time billed at \$100/hr., plus any cost of materials.



III. MATERIALS

- a. Client agrees to provide all content materials Firefly requires to perform services and provide deliverables, including graphics, photography, textual and other required content in compatible electronic format to Firefly within 4 weeks of the date of Project Agreement execution, unless otherwise specified herein.
- b. If Client fails to deliver materials to Firefly as required in Section 3(a) above, and Firefly is unable to complete required services, Client agrees to hourly payment terms, whereas services are accounted for and billed weekly according to the hourly rate schedule in Section 5 - Rate Schedule.
- c. Services not specified herein may be performed at Firefly's option and at additional cost following written approval from Client, in accordance with the hourly rates shown in Section 5 - Rate Schedule.
- d. Third party costs, including software, media costs, stock or custom photography and art, and other services are not included in this proposal, unless otherwise specified herein.

IV. COMPENSATION FOR SERVICES

- a. One-Time Costs: Firefly requires payment of 50% of one-time costs for services, due upon acceptance of Project Agreement and Service Agreement, unless otherwise specified in the Project Agreement. Firefly requires payment of 25% of one-time costs for services due prior to application site launch, unless otherwise specified in the Project Agreement. The balance of one-time costs is due upon completion of services provided, or prior to the initial use or release of the work to the client, whichever comes first. Any changes or additions to the contract services are billable by the hour and billed monthly. A list of standard rates for hourly services can be found in Section 5 - Rate Schedule.
- b. Monthly Costs: Firefly requires payment of 100% of monthly costs prior to the month in which services are provided, unless otherwise specified in the Project Agreement. This requires the first month's payment due upon acceptance of the Project Agreement and Service Agreement. Subsequent monthly services will be billed forty five (45) days prior to the month in which services are provided, due prior to the first day of the month in which services are provided in compliance with the Prompt Payment Act (218.70-218.80, Florida Statutes).
- c. Annual Costs: Firefly requires payment of 100% of annual costs for services, due upon acceptance of Project Agreement and Service Agreement, unless



otherwise specified in the Project Requirements. Subsequently, annual recurring costs will be billed annually, ninety (90) days prior to the annual due date and are to be paid within 45 days of the invoice date in compliance with the Prompt Payment Act (218.70-218.80, Florida Statutes) .

- d. Hosting & Licensing Costs: Firefly requires payment of 100% of annual costs for services, due upon acceptance of Project and Service Agreement, unless otherwise specified in the Project Agreement. Subsequently, annual hosting costs will be billed annually, ninety (90) days prior to the annual due date. If payment is not received by payment due date, suspension of services, system hosting and license may result.
- e. Invoices for services, fees and expenses will be sent to the Client by email to an address specified by the Client. Client agrees to pay Firefly Digital for services, fees and expenses within forty five (45) days of the receipt of the invoice in compliance with the Prompt Payment Act (218.70-218.80, Florida Statutes). Payments are accepted by check, money order, credit card, debit card or PayPal account. Make all checks or money orders payable to Firefly Digital. For payments by credit card, debit card or PayPal account 5% convenience fee will be added.
- f. If payments due from the Client are not made within the time specified (45 days from invoice received date) bear interest from 30 days after the due date at the rate of 1 percent per month on the unpaid balance. The vendor must invoice the local governmental entity for any interest accrued in order to receive the interest payment. Any overdue period of less than 1 month is considered as 1 month in computing interest. Unpaid interest is compounded monthly. For the purposes of this section, the term "1 month" means a period beginning on any day of one month and ending on the same day of the following month. In an action to recover amounts due under ss. 218.70-218.80, the court shall award court costs and reasonable attorney's fees, including fees incurred through any appeal, to the prevailing party, if the court finds that the non-prevailing party withheld any portion of the payment that is the subject of the action without any reasonable basis in law or fact to dispute the prevailing party's claim to those amounts.

V. RATE SCHEDULE

The following is a schedule of rates for services:

The City of Pembroke Pines, Florida

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Exclusive Smart ChoiceTM Reseller

SERVICES	HOURLY RATE
Copywriting	\$100.00
Photography	\$150.00
Videography	\$175.00
Illustration	\$100.00
Account Service	\$100.00
Project Management	\$100.00
Research	\$100.00
Web Analytics & Reporting	\$125.00
Website Maintenance	\$100.00
Design	\$150.00
HTML/CSS Production	\$100.00
Print Production	\$150.00
Programming	\$150.00
Server Administration	\$125.00
Help Desk Support	\$75.00
Training	\$100.00

VI. TRADEMARKS & COPYRIGHT

Client warrants that it has the right to use any applicable trademarks or copyrighted material used in connection with these services.



VII. AMENDMENT

The cost estimate in the Cost Proposal is based on the information provided in the Solution Proposal and Project Deliverables. After execution of this document Firefly will schedule a kick off meeting. If it is determined during the kick off phase of the project, or at any time thereafter, that additional resources may be needed to perform additional services beyond the current project definition, Firefly and Client will allow for contract modifications to accommodate the changes. These changes must be provided in writing and agreed to, and executed by qualified representatives from Firefly and Client. Any such written changes are hereby incorporated into this document by reference.



Hosting Agreement

The following agreement is between Firefly Digital Inc. (herein referred to as "Firefly") and **The City of Pembroke Pines, Florida** (herein referred to as "Client").

WHEREAS, Firefly provides web site Hosting, including storage and transfer of documents and other information over the Internet;

WHEREAS, Client seeks to use these services for its own purpose;

WHEREAS, the parties acknowledge that the Internet is neither owned nor controlled by any one entity; therefore, Firefly can make no guarantee that any given party shall be able to access the server made available by Firefly at any given time. Firefly represents that it shall make every good faith effort to ensure that the server is available as widely as possible and with as little service interruption as possible;

NOW THEREFORE, in consideration of the mutual promises contained herein, the parties agree as follows:

SERVICES

Hosting services include the following:

- Redhat Linux, the latest kernel (OS)
- Firewall security to block unwanted traffic
- Servers hosted at 24x7x365 staffed network operations center
- Multiple carriers, multiple T3 connections to different Internet backbones
- Dell PowerEdge Raid enabled servers
- UPS & generator power backup system
- Daily data backups

The City of Pembroke Pines, Florida

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- 90 Days Web Traffic Statistics available
- 12 months summary stats available
- Quarterly review of CMS toolset with updates administered when applicable

ALLOWANCES

The following disk space and monthly bandwidth allowances for each package:

PACKAGE	BANDWIDTH/MONTH*	DISK SPACE
Single School Package	3 GB	1 GB
Small Package	6 GB	1 GB
Medium Package	8 GB	2 GB
Large Package	10 GB	3 GB
X-Large Package	12 GB	4 GB

*Average monthly breakdown over 12 months

OVERAGES

The following reference hosting overage rates:

- Bandwidth Overages (data transfer): \$2.00 per GB per month
- Disk Storage Overages: \$0.30 per MB per month
- MX Record Updates: \$35 one-time fee
- Domain Pointers: \$10 per month, plus \$30.00 setup fee

* Subject to change without notice



TERM

Firefly and Client agree to a term of 12 months, starting on the original hosting invoice date. The term may be renewed automatically for two (2) additional 12 month periods unless either party terminates this agreement as noted below.

SERVICE FEE AND INVOICING

Client agrees to pay Firefly according to the Cost Proposal and Project Agreement above. Upon renewal of this Agreement as provided above, Firefly will invoice Client the annual hosting and licensing fees to correspond with the anniversary date of the commencement of the initial web project.

Firefly will invoice Client for the full amount of the contract in advance of the contract period, and will invoice for additional disk space and/or excessive data transfer as allowed by the respective plan noted herein.

MATERIALS AND PRODUCTS

Firefly will exercise no control whatsoever over the content of the information passing through the network. Firefly's services are to be used only for lawful purposes and in accordance with Firefly's Acceptable Use Policy. Failure to comply with these obligations and the obligations in the Acceptable Use Policy shall constitute a violation of these terms and conditions and possible termination of this Agreement at Firefly's discretion. Firefly makes no warranties or representation of any kind, whether expressed or implied for the services provided. Firefly also disclaims any warranty of merchantability or fitness for any particular purpose and will not be responsible for any damages that may be suffered by the Client, including loss of data resulting from delays, non-deliveries, or service interruptions by any cause or errors or omissions of the Client.

Use of any information obtained by the public will be at the Client's own risk and Firefly specifically denies any responsibility for the accuracy or quality of information obtained through its services. Connection speed represents the speed of an end-to-end connection.



Firefly does not represent guarantees of speed or availability of end-to-end connections. Firefly expressly limits its damages to the Client for any non-accessibility time or other down time to the pro-rate monthly charge during the system unavailability. Firefly specifically denies any responsibilities for any damages arising as consequence of such unavailability.

TRADEMARKS & COPYRIGHT

Client warrants that it has the right to use any applicable trademarks or copyrighted material used in connection with this service.

DOMAIN NAME

Client will be responsible for incurred interNic fees for registered domain names. Firefly claims no ownership over Client domain names and will arrange for any billing of names registered by Firefly to be billed directly to the Client. Client agrees that Firefly may be presented with information that Client's domain name possibly violates the trademark rights or other intellectual property rights of a trademark or other intellectual property rights owner. In case of such action, Client agrees to hold Firefly harmless of any action taken by such owner regardless of the outcome of such dispute and regardless of whether Domain Name Service Hosting for Client's domain is continued at Firefly. Client agrees that Firefly has the right to discontinue name service in the event of such dispute over a client's domain name. Client agrees that Firefly will not be liable for any loss of business, interruption of business, loss of Client's domain name, or any indirect, special, incidental, or consequential damages of any kind (including lost profits) regardless of the form of action whether in contract, tort (including negligence), or otherwise, even if Firefly has been advised of the possibility of such damages. In no event shall Firefly's maximum liability exceed one hundred (\$100) dollars.

Client agrees that a Firefly contact person shall be named as the 'technical or zone contact' for any domain Hosted at Firefly and unless noted otherwise, will also be named as the 'administrative contact'. Client agrees that Firefly may create and use network resources with the Client's domain name for administrative, testing, and network infrastructure enhancement purposes.



Acceptable Use Policy

Firefly Digital Inc. provides professional hosting services to legitimate and legal business operations and organizations. Firefly provides the use of its servers for the sole purpose of hosting websites and e-mail, and provides a portal to the Internet for public access via the web.

Firefly does not allow and Client agrees not to use Firefly's servers, either directly or indirectly, for any of the following purposes or in any of the manners listed below:

SPAM OPERATIONS

Client or representative of Client will not distribute mass unsolicited e-mail correspondence using Firefly's server;

PORNOGRAPHIC MATERIALS

The distribution of information, documents, materials or media considered pornographic in nature either through Client's e-mail or website;

ILLEGAL ACTIVITIES

The distribution of information, documents, materials, or media of an illegal nature under the Laws of the State of Florida and the Laws of the United States.



Appendices

- **Change Management**
- **Contact Information**
- **Client References**
- **Pro Features**



Change Management

The Cost Proposal is an estimate of the project costs, based on many years of successful projects and extensive estimating experience. Costs estimates are developed based on project requirements and the information available at the time the proposal was prepared.

Clients occasionally want to make changes or additions to project requirements. Other factors outside of Firefly's control may also affect the amount of time required to complete each project and may affect the final costs. Changes and additions are managed as follows:

Out of Scope Work

Throughout the process Firefly will present completed work to the client for approval. Once approved, the work is considered complete. If changes are requested to approved work, these changes are considered Out of Scope Work. Requests for work not detailed within the Solution Proposal or Project Deliverables are considered Out of Scope Work.

Change Request Process

If changes or additions to the project are required, which requires more time than the time noted in the Proposal Limits of the Cost Proposal, Firefly's procedure is to stop work and notify clients of expected overages and the cause as soon as they are identified. Changes and additions are documented, estimated and approved the as needed throughout the project, in advance of the performance of the work.

Requirements Documentation

Firefly requires detailed requirements documentation for any requested changes to installed or proposed modules, approved by both parties prior to commencement of any work. This work related to producing this documentation will be a billable work regardless whether the



requested work related to this documentation is approved or declined by the Client for development.

Cost Estimates

Firefly will provide cost estimates for any development effort once the requirements documentation detailing the requested work is approved by the Client. In the case work related to the requirements documentation is not approved within 30 days of delivery of the requirements documentation to Client, Firefly will submit an invoice for the work and cost to produce the requirements documentation.

Changes to Project Requirements

Due to timeframe and budget constraints, Firefly will not allow "major changes" which is defined as changes that fall outside the scope of work and are estimated at over 10 hours of development time, to be added to the project requirements without acceptance, by the client, that changes to the cost and timeline of the ongoing project could occur as a result of these changes after acceptance of the project's requirements documentation. Firefly will not be able to make any "major changes" which is defined as changes that fall outside the scope of work and are estimated at over 10 hours of development time to an ongoing project without a possible effect to the timeline and cost.

Minor changes may be allowed. If allowed, changes will incur additional fees that may or may not be submitted for approval by Client prior to work execution. Submission of a request outside the approved scope constitutes acceptance of the charges for that requested change.

Client Acceptance Period

Client agrees to pay Firefly Digital, Inc. a per hour rate (unless otherwise agreed upon in writing) for any updates, changes, or assistance relating to the project/task. Once work related to a project or a task is completed OR is implemented and utilized as part of the System and submitted for Client review, there is a 5 business day Client acceptance period



in which the Client must review and approve or request changes to the work. Upon the expiration of the 5 business day Client Acceptance Period an invoice will be emailed with the project/task set as complete. Client agrees to pay any additional charges for updates or changes to the project/task work subsequent to the User Acceptance Period.



Contact Information

Firefly Digital, Inc.

1304 Bertrand Drive
Lafayette, LA 70506
337-269-0299

Mallory Juneau

Business Development
337-269-0299 ext.108
337-349-2586 Mobile
mallory@fireflydigital.com

Angie Simoneaux

Project Manager
337-269-0299 ext.104
angie@fireflydigital.com

Caitlin Eisenhardt

Project Coordinator
337-269-0299 ext.113
caitlin@fireflydigital.com



Client References

The story of the Smart Choice commitment to service and quality products can best be told by our clients. Please consider contacting our client references.

I. ST. LOUIS PUBLIC SCHOOLS

Contact: Lou Kruger, Executive Director of Recruiting & Counseling | (337) 521-7000
Website: <http://slpsmagnetschools.org>

II. DURHAM PUBLIC SCHOOLS

Contact: Donna Hudson, Director of Student Assignment | (919) 560-2059
Website: <http://dpsncapplication.com>

III. LAFAYETTE PARISH SCHOOLS OF CHOICE

Contact: Dr. Randall Domingue, Public Information Director | (337) 521-7000
Website: <http://lafayettechoice.com>

IV. HARTFORD PUBLIC SCHOOLS

Contact: Enid Rey, Director of School Choice | (860) 713-8876
Website: <http://hpschoice.com>



Pro Features

There are many additional features and modules that can be incorporated into any implementation of the Smart Choice™ system to enhance the district and parent experience. These Smart Choice™ Pro Features are listed and detailed below. (Prices shown are subject to change without notice.)

SIS INTEGRATION

\$5,000.00

The Smart Choice™ platform integrates with many student information systems. Capabilities vary from one system to the next, but generally include integration of student information to pre-populate student application forms, address verification and sibling relationship verification.

MOBILE COMPONENT

\$5,000.00

Smart Choice™ ON-THE-GO is a feature-rich mobile extension of the Smart Choice™ system, provides a way for parents and students to submit and manage their program applications via smart phone or tablet device. On-the-Go is not just convenient. It extends the online application process to families that may not have access to a computer.

CUSTOM DESIGN TEMPLATES

\$4,000.00

Smart Choice™ offers a custom website design option to give your school or district application and recruiting sites a more personalized look and feel. This feature is especially effective for schools that require consistent branding across all online content. Custom design takes the look-and-feel to the next level to deliver a high-impact experience needed to effectively market your schools, programs or themes.



PAYMENT INTEGRATION

\$2,500.00

The Smart Choice Payment IntegrationTM module allows you to add online payment options to your applications and enrollment forms using many of the most trusted online payment processors. Smart Choice will work with you to find the best payment solution to fit your needs, whether you're a small school or large district.

LETTER BUILDER

\$1,500.00

The Smart Choice Letter BuilderTM makes district or school communication easier than ever. The Letter Builder provides an online toolset that makes it quick and easy for administrators to create, print and distribute hundreds or thousands of letters to parents and students.

ONLINE ENROLLMENT

\$5,000.00

The Smart Choice Online EnrollmentTM module provides an effective toolset for the online enrollment process following student selection. Once a student's seat is accepted by the parent, this module allows parents to move directly into the enrollment process. Parents login to the system and complete the required forms, answer questions, gather information on requirements, review deadlines and more.

AUDITION/TESTING SCHEDULING

\$5,000.00

The Smart Choice Audition & Test SchedulingTM module provides a set of online scheduling and tracking tools for programs that require testing, interviews, evaluations or auditions. The module makes scheduling and tracking these appointments efficient for both applicants and administrators and eliminates scheduling errors.



ONLINE RECOMMENDATIONS

\$5,000.00

The Smart Choice Online RecommendationsTM module makes completing teacher recommendations simple and hassle-free. The online module provides a request feature, and a completion and verification feature, reducing a tedious and time consuming process to a few simple steps.

ADDITIONAL TRAINING DAYS/MATERIALS

Included with your package is a specific amount of hours of training time via web conferencing software. If more time is needed to train administrators throughout the school year, a multi level session can be setup to accommodate the needs of the district. Creating a custom training package provides you, your team and your applicants easy to understand instruction to effectively use your Smart ChoiceTM system through additional sessions, written or online materials and video training sessions.

- Full System User Manual\$1,500.00
- Video Tutorials (5-7 minutes, per video price)\$750.00
- User Manual by User Permission (per manual price)\$500.00
- 1 Day Training Session\$2,000.00
- 2 Day Training Session\$3,000.00

TEXT/SMS MESSAGING

\$3,500.00

To provide additional access for parents, all notifications that go out through to a parent's email address can also be transported to their mobile device in the form of a SMS or text message. Parents will be prompted to opt in for these services upon submitting an application and all notifications, including eligibility changes, deadline notifications, and more, will be sent directly to the parent's mobile device. This pro feature does require the district to select a 3rd party text messaging service with suggestions from Smart ChoiceTM for the best solution based on district size. All 3rd party fees and text message fees are the responsibility of the district.





City of Pembroke Pines, FL

Agenda Request Form

10100 Pines Blvd.
Pembroke Pines, Florida
33026
www.ppines.com

Agenda Number: 1.

File Number: 14-3042

File Type: Commission Items

Status: Passed

Version: 0

Reference:

Controlling Body: City Commission

Requester:

Initial Cost: \$ 38,800.00

Introduced: 04/16/2014

File Name: Approve Firefly Digital, Inc.'s Smart Choice Solution

Final Action: 06/18/2014

Title: MOTION TO APPROVE THE SOLE SOURCE VENDOR, FIREFLY DIGITAL, INC., FOR THE USE OF THE SMART CHOICE SOLUTION TO PROVIDE A SINGLE VENDOR PLATFORM FOR THE CITY OF PEMBROKE PINES CHARTER SCHOOL, FOR A TOTAL AMOUNT OF \$38,800 FOR AN INITIAL THREE YEAR PERIOD.

Notes:

Attachments: 1. Agreement
2. Sole Source Letter

Agenda Date: 06/18/2014

Agenda Number: 1.

Enactment Date:

Enactment Number:

History of Legislative File

Ver- sion:	Acting Body:	Date:	Action:	Sent To:	Due Date:	Return Date:	Result:
0	City Commission	06/18/2014	approve				Pass
			Aye: 5	Mayor Ortis, Vice Mayor Schwartz, Commissioner Castillo, Commissioner Shechter and Commissioner Siple			
			Nay: 0				

SUMMARY EXPLANATION AND BACKGROUND:

1. With the increased demand for Charter Schools; there are often more applicants than available seats. This requires the use of a blind lottery for the selection of students. Executing a fair and honest lottery is essential to this process and especially the selection and placement of students within the public charter school setting.

2. The City of Pembroke Pines Charter Schools currently utilize internally developed solutions for the schools' online student enrollment application system, lottery system, and student information system.

3. The online application system allows families to register their students to be entered into the school's lottery system. The lottery system enrolls students into the school system based upon a random drawing. Following the lottery drawing, the student enrollment

information is transferred into the school's student information system.

4. The existing internally developed solution has met it's use limitations in the City of Pembroke Pines Charter School's current configuration. The current solution requires third party support, which requires an external vendor to complete multiple processes around enrollment numbers, lottery reporting and other key requirements. The current solution also requires technical staff to complete most of the on-going information capture, leaving the schools registrars without quick access to pertinent information.

5. In May 2013, the Technology Services Director began the search to find a fully integrated solution that would be a more effective and efficient replacement to the internally developed systems that are currently in use.

6. The Technology Services Director's technical review process evaluated all of the best in class solution providers. A total of seven solution providers were reviewed and narrowed down to the following top three candidates that offered solutions that addressed the major components required by the Charter Schools:

<u>Vendor</u>	<u>Solution</u>
Firefly Digital, Inc.	Smart Choice
Pearson Education, Inc.	PowerSchool
InfoSnap, Inc.	InfoSnap

7. In June 2013, the Technology Services Director presented demonstrations of third party solutions to the Charter Schools Administration, including key members from the registrar's office. The introduction of the third party solutions as a replacement to the internally developed system proved to be very positive with lots of productivity gains, through reduced document management, streamline communication via automated e-mail and shared centralized solution that addresses the needs of both the Broward County and the Florida State University Sponsored Charter Schools.

8. The Technology Services Director has identified "Smart Choice" solution from Firefly Digital, Inc. as the best technical fit for the City of Pembroke Pines Charter Schools. A key component in the final selection of SmartChoice, is the ability of the solution to provide an online student enrollment application system, lottery system, and student information system in a single vendor platform. All of the current market competitors provide only one or two of the key modules, which would require the City to purchase and integrate the remaining key module(s) from another vendor.

9. The Technology Services Department has also contacted various references for the Smart Choice Solution that have given very positive feedback in regards to the solution and the benefits of the services that are being provided. References included Bay Haven Charter Academy, Palm Beach Public Schools and East Baton Rouge Parish Schools.

10. The Technology Services Department plans to implement the lottery system of the Smart Choice Solution in the 2014-15 school year with future consideration of deploying the Smart Choice online student enrollment application system and student information system.

11. The "Smart Choice" solution from Firefly Digital, Inc. typically requires a minimum of 8 to 12 weeks to deliver the entire solution. The Technology Services Director desires to have this solution delivered by August 2014 for migration of existing student records/lottery data and all associated training to have the system ready for the first lottery drawing in February 2015.

12. Firefly Digital, Inc. is the exclusive re-seller of the Smart Choice solution and has provided a proposal that includes the required solutions at an initial cost of \$21,300. The annual cost of Hosting and Licensing is \$7,500 for the first three years, however Firefly Digital has agreed to provide the first year's Hosting and Licensing cost at \$2,500. This results in a total cost of \$23,800 for year one, and \$7,500 for years two and three.

13. Recommend Commission to approve the sole source vendor, Firefly Digital, Inc., for the use of the Smart Choice solution to provide a single vendor platform for the City of Pembroke Pines Charter School, for a total amount of \$38,800 for an initial three year period.

Item has been reviewed by the Commission and approved for the Agenda.
FINANCIAL IMPACT DETAIL:

a) Initial Cost: \$23,800 (\$13,150 in the Charter Schools Current 2013-14 Budget and the remaining \$10,650 in the Charter Schools 2014-15 Proposed Budget)

b) Amount budgeted for this item in Account No: \$13,150 is budgeted in the following accounts of the Charter Schools Current 2013-14 Budget for the initial payment of this project (Includes 50% of one-time service costs and 100% of first year annual costs):

\$1,585 in account # 170-569-5051-550-64691-7300-691 - Capitalized Software - Schools
\$1,455 in account # 170-569-5051-551-64691-7300-691 - Capitalized Software - Schools
\$1,455 in account # 170-569-5051-552-64691-7300-691 - Capitalized Software - Schools
\$1,509 in account # 171-569-5052-553-64691-7300-691 - Capitalized Software - Schools
\$1,567 in account # 171-569-5052-554-64691-7300-691 - Capitalized Software - Schools
\$3,998 in account # 172-569-5053-64691-7300-691 - Capitalized Software - Schools
\$1,581 in account # 173-569-5061-64691-7300-691 - Capitalized Software - Schools

c) Source of funding for difference, if not fully budgeted: The remaining \$10,650 (50% of one-time service costs) is included in the following accounts of the Charter Schools 2014-15 Proposed Budget:

\$1,287 in account # 170-569-5051-550-64691-7300-691 - Capitalized Software - Schools
\$1,181 in account # 170-569-5051-551-64691-7300-691 - Capitalized Software - Schools
\$1,181 in account # 170-569-5051-552-64691-7300-691 - Capitalized Software - Schools
\$1,195 in account # 171-569-5052-553-64691-7300-691 - Capitalized Software - Schools
\$1,272 in account # 171-569-5052-554-64691-7300-691 - Capitalized Software - Schools
\$3,247 in account # 172-569-5053-64691-7300-691 - Capitalized Software - Schools
\$1,287 in account # 173-569-5061-64691-7300-691 - Capitalized Software - Schools

The annual cost of \$7,500 for Hosting and Licensing is included in the following accounts of the Charter Schools 2014-15 Proposed Budget:

\$1,072 in account # 170-569-5051-550-46800-7300-350 - Maintenance Contracts
\$1,072 in account # 170-569-5051-551-46800-7300-350 - Maintenance Contracts
\$1,072 in account # 170-569-5051-552-46800-7300-350 - Maintenance Contracts
\$1,071 in account # 171-569-5052-553-46800-7300-350 - Maintenance Contracts
\$1,071 in account # 171-569-5052-554-46800-7300-350 - Maintenance Contracts
\$1,071 in account # 172-569-5053-46800-7300-350 - Maintenance Contracts
\$1,071 in account # 173-569-5061-46800-7300-350 - Maintenance Contracts

d) 5 year projection of the operational cost of the project: This agreement is for a 3 year period, any services in future years would be contingent upon future renewals.

	FY 2013-14	FY 2014-15	FY 2015-16	FY 2016-17	FY 2017-18
Revenues	\$0	\$0	\$0	N/A	N/A
Expenditures	\$13,150	\$18,150	\$7,500	N/A	N/A
Net Cost	\$13,150	\$18,150	\$7,500	N/A	N/A

e) Detail of additional staff requirements: Not Applicable.



FIREDIG-01

AMA

CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)

6/25/2014

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

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

PRODUCER Dwight Andrus Insurance, Inc. P.O. Box 60970 Lafayette, LA 70596-0970	CONTACT NAME:	
	PHONE (A/C, No, Ext): (337) 981-7300	FAX (A/C, No): (337) 984-2166
INSURED Firefly Digital Inc 1304 Bertrand Drive; Ste F7 Lafayette, LA 70506	E-MAIL ADDRESS:	
	INSURER(S) AFFORDING COVERAGE	
	INSURER A: Travelers Indemnity Co.	
	INSURER B:	
	INSURER C:	
	INSURER D:	
INSURER E:		
INSURER F:		
NAIC # 25658		

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 INSD WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS
A	<input checked="" type="checkbox"/> COMMERCIAL GENERAL LIABILITY <input type="checkbox"/> CLAIMS-MADE <input checked="" type="checkbox"/> OCCUR GEN'L AGGREGATE LIMIT APPLIES PER: <input type="checkbox"/> POLICY <input type="checkbox"/> PRO-JECT <input type="checkbox"/> LOC OTHER:		ZPP15P62409	08/01/2013	08/01/2014	EACH OCCURRENCE \$ 1,000,000 DAMAGE TO RENTED PREMISES (Ea occurrence) \$ 300,000 MED EXP (Any one person) \$ 10,000 PERSONAL & ADV INJURY \$ 1,000,000 GENERAL AGGREGATE \$ 2,000,000 PRODUCTS - COM/OP AGG \$ 2,000,000
A	AUTOMOBILE LIABILITY <input type="checkbox"/> ANY AUTO <input type="checkbox"/> ALL OWNED AUTOS <input checked="" type="checkbox"/> HIRED AUTOS <input type="checkbox"/> SCHEDULED AUTOS <input checked="" type="checkbox"/> NON-OWNED AUTOS		BA4D124344	08/01/2013	08/01/2014	COMBINED SINGLE LIMIT (Ea accident) \$ 1,000,000 BODILY INJURY (Per person) \$ BODILY INJURY (Per accident) \$ PROPERTY DAMAGE (Per accident) \$
A	<input checked="" type="checkbox"/> UMBRELLA LIAB <input checked="" type="checkbox"/> OCCUR <input type="checkbox"/> EXCESS LIAB <input type="checkbox"/> CLAIMS-MADE DED <input checked="" type="checkbox"/> RETENTION \$ 10,000		ZUP15P62422	08/01/2013	08/01/2014	EACH OCCURRENCE \$ 1,000,000 AGGREGATE \$ 1,000,000
	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH) <input type="checkbox"/> Y/N N/A If yes, describe under DESCRIPTION OF OPERATIONS below					PER STATUTE <input type="checkbox"/> OTH-ER <input type="checkbox"/> E.L. EACH ACCIDENT \$ E.L. DISEASE - EA EMPLOYEE \$ E.L. DISEASE - POLICY LIMIT \$

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

ADDENDUM TO CERTIFICATE:

NOTE: Any information contained in the Certificate of Insurance or this Addendum is general and descriptive only. The Certificate of Insurance and this Addendum may not contain descriptions of any or all operations, locations, vehicles or exclusions. Please see policy forms and endorsements for specific coverages and exclusions.

SEE ATTACHED ACORD 101

CERTIFICATE HOLDER City of Pembroke Pines 10100 Pines Boulevard Pembroke Pines, FL 33026	CANCELLATION SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS. AUTHORIZED REPRESENTATIVE
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ADDITIONAL REMARKS SCHEDULE

Page 1 of 1

AGENCY Dwight Andrus Insurance, Inc.		NAMED INSURED Firefly Digital Inc 1304 Bertrand Drive; Ste F7 Lafayette, LA 70506	
POLICY NUMBER SEE PAGE 1			
CARRIER SEE PAGE 1	NAIC CODE SEE P 1	EFFECTIVE DATE: SEE PAGE 1	

ADDITIONAL REMARKS

THIS ADDITIONAL REMARKS FORM IS A SCHEDULE TO ACORD FORM,

FORM NUMBER: ACORD 25 FORM TITLE: Certificate of Liability Insurance

Description of Operations/Locations/Vehicles:

The General Liability policy includes a blanket automatic additional insured endorsement that provides additional insured status to the certificate holder only when there is a written contract between the named insured and the certificate holder that requires such status.

The General Liability policy contains a special endorsement with "Primary and Noncontributory" wording.

The General Liability policy includes a blanket automatic waiver of subrogation endorsement that provides this feature only when there is a written contract between the named insured and the certificate holder