Candidate Financial Reporting System Agreement for Municipalities

This Candidate Financial Reporting System Agreement for Municipalities ("Municipality Agreement") is made and entered by and between Broward County Supervisor of Elections ("County SOE") and POMPANO BEACH ("Municipality") (collectively, County SOE and Municipality are referred to as the "Parties").

RECITALS

A.   County SOE and VR Systems, Inc. ("VRS") entered into a Candidate Financial Reporting Service, License, Maintenance and Support Agreement (the "License Agreement"), dated _____, which permits County SOE and all of Broward County's municipalities to access VRS' proprietary candidate financial reporting service (the "Service").

B.   County SOE desires to extend the Service to the Municipality per the terms set forth in the License Agreement and this Municipality Agreement.

Now, therefore, in consideration of the mutual terms and conditions set forth herein, the receipt and sufficiency of which are hereby acknowledged, the Parties agree as follows:

1.   The above recitals are true and correct and incorporated herein by reference.

2.   Unless stated otherwise herein, the definitions in the License Agreement shall apply to this Municipality Agreement.

3.   The Municipality may utilize the Service and offer same to all official candidates for office required to submit financial reports pursuant to applicable Florida law. Upon execution of this Municipality Agreement, County SOE will notify VRS that the Municipality is ready to access the Service and VRS will provide Municipality its unique credentials to access the Service and create user accounts for authorized users.

4.   The Municipality will reimburse County SOE, as set forth in Attachment 1 hereto, for use of the Service.

5.   The Municipality is solely responsible for complying with all terms and conditions set forth in the License Agreement. The Municipality agrees to indemnify and hold County SOE harmless for any claims made by VRS to the extent such claim is caused or alleged to be caused, in whole or in part, by any act or omission of the Municipality in violation of the License Agreement.

6.   This Municipality Agreement may be terminated by either party through written notice of termination. The notice of termination must identify the termination date, which shall be at least ten (10) business days after the date the written notice is delivered. If Municipality terminates this Municipality Agreement, Municipality is not entitled to a refund of

any fees paid by Municipality pursuant to Attachment 1

       7.   This Municipality Agreement shall become effective on the date it is fully executed by the Parties and may be executed in counterparts, each of which shall be deemed to be an original, but all of which, taken together, shall constitute one and the same agreement.

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BROWARD COUNTY SUPERVISOR OF ELECTIONS

_____

_____
Broward County Supervisor of Elections

Date: _____

MUNICIPALITY

Attest: **CITY OF POMPANO BEACH**

_____   By:_____
ASCELETA HAMMOND   REX HARDIN, MAYOR
CITY CLERK

                                                        DATE:_____

                    (SEAL)

                                              By:_____
                                                    GREGORY P. HARRISON, CITY MANAGER

                                                    DATE:_____

Approved As To Form:

_____

Attachment 1 – Reimbursement Fees

Upon receipt of an invoice from County SOE, the Municipality shall reimburse County SOE the following amounts within 30 days of the invoice date:

Invoice Date	Invoice Period	Fees
Effective Date of Municipality Agreement	One-Time Fee	$5,485
Each anniversary of the Municipality Agreement	Recurring, annually in advance	$3,644 annually