



RESOLUTION # 2025-43

A RESOLUTION OF THE MAYOR AND CITY COMMISSION OF THE CITY OF WEST MIAMI REGARDING COMPUTER SOFTWARE TO FACILITATE USE OF PARKS AND RECREATION FACILITIES OF THE CITY; APPROVING A CONTRACT WITH AMILIA TECHNOLOGIES USA INC TO PROVIDE PARKS AND RECREATION MANAGEMENT SOFTWARE, INCLUDING MANAGEMENT AND USE OF THE MULTIGENERATIONAL RECREATION CENTER; PROVIDING FOR AN EFFECTIVE DATE *(Sponsored by Administration)*.

WHEREAS, the parks and recreational facilities of the City of West Miami are used by large numbers of persons; and

WHEREAS, increased efficiency in registering and assigning use of the facilities will improve the value and effectiveness of the parks and recreational facilities; and

WHEREAS, computer software developed by Amilia Technologies USA Inc will improve the management and use of West Miami's parks and recreation facilities;

NOW, THEREFORE, BE IT RESOLVED BY THE CITY COMMISSION OF THE CITY OF WEST MIAMI, FLORIDA:

Section 1. The above-stated "whereas" clauses are ratified and confirmed as being true and correct and are incorporated into this Resolution.

Section 2. The City Manager is authorized to execute a contract with Amilia Technologies USA Inc for the use of recreational management software services, as described in the attached materials, for three years in the amount of \$3,900x for the first year, \$2,900 for the second year, and \$3,600 for the third year.

Section 3. This Resolution shall take effect immediately upon its passage and adoption by the City Commission and signature by the Mayor.

PASSED AND ADOPTED this 9th Day of July 2025.

APPROVED:

ERIC DIAZ-PADRON, MAYOR

ATTEST:



**ANNERY GONZALEZ, MMC
CITY CLERK**

APPROVED AS A FORM AND LEGAL SUFFICIENCY:


DEXTER W. LEHTINEN, CITY ATTORNEY

ROLL CALL:

This Resolution was offered by Commissioner Blanes, who moved its adoption. The motion was seconded by Commissioner Suarez. The vote was as follows:

MAYOR ERIC DIAZ-PADRON	Y
VICE-MAYOR IVAN CHAVEZ, JR.	Y
COMMISSIONER JUAN M. BLANES	Y
COMMISSIONER GUSTAVO J. CEBALLOS	Y
COMMISSIONER LUCIANO SUAREZ	Y



AMILIA SmartRec

AMILIA TECHNOLOGIES USA INC.

1209 Orange Street

Wilmington, Delaware, United States, 19801

and its principal place of business at :

1751 Richardson Street, Suite 3.105

Montreal, Quebec, Canada, H3K 1G6

represented herein by **William Owens, Head of Enterprise Sales &**

Michael Di Ruocco, Account Executive

Customer and Billing Details

City of West Miami

901 SW 62nd Ave,

Miami, Florida, United States, 33144

represented herein by **Edward Silva, (305) 266-1122**

The following schedules are executed in connection with the Master Service Agreement ("**Agreement**") entered into on by and between AMILIA and Customer, effective as of **2025-07-01**.

These schedules are incorporated to, and are considered integral parts to, the Master Service Agreement available at

[Master Service Agreement](#).

In the event of any inconsistency or a conflict between the terms of this Schedule and the Agreement, the terms provided in the Agreement shall govern. Capitalized terms not defined in this Schedule shall have the meaning defined in the Agreement.

**SCHEDULE 1
FEES**

A. Subscription Period

Initial Subscription Period: 36 Months

Commencement Date: 2025-07-01

Expiration Date: 2028-07-31

B. Platform Fees*

Customer agrees to pay the following fees:

	Initial Subscription Period
Fixed Access Fees: Package Selected: Plus Plan	Year 1: \$3900 (\$2400 + One Time Implementation Fee of \$1500) Year 2: \$2900 Year 3: \$3600 Based on *Estimated annual Customer's revenues: \$250000/year *Estimate is based on the information provided by Customer. Should the actual revenue be higher or materially lower than the actual revenue processed during the first year of the Initial Subscription Period, Amilia reserves the right to adjust the Service Fees accordingly, and such adjustment shall be applicable at 1st Renewal Subscription Period, and thereafter adjusted yearly, if needed.
Additional details (If applicable)	

C. Payment Processing Fees*

Customer agrees to pay the following processing fees (per transaction)

Credit cards (Visa, Mastercard, Discover): 2.75% + \$0.30 per transaction

Amex cards : 3.85 % + \$0.30 per transaction

eCheck (ACH): 1.0% + \$0.50 per transaction

Additional fees passed through directly from payment service providers may apply (including but not limited to, credit card chargebacks, reversals, and retrievals, and returns on e-checks due to insufficient funds).

See [How Amilia bills your organization](#) for more information.

***To be invoiced monthly.**

D. Professional Services Fees

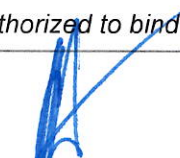
Scope of Services to be detailed below in the Services Schedule (Schedule 2). Included services are performed on a fixed price basis and will be invoice following the commencement date of the agreement.

	Actual Price
Professional Services Fees:	\$3000 \$1500 (One Time Fee)
Package Selected: Essential Onboarding Package	
Other Professional Services Fees (if applicable)	

E. Additional Terms

Fees to be invoiced monthly. Amilia shall have the right to increase fees up to 6% annually. When applicable, notice of rate/ fees change will be sent to Customer. Any use of the Services after reception notice of changes shall constitute your acceptance of such change.
Payments to Amilia in connection with this Agreement shall be sent to:

AMILIA ENTERPRISES INC.
1751 Richardson Street, Suite 3.105
Montreal, Quebec, Canada, H3K 1G6

Name: William Owens	Name: Edward Silva
Title: Head of Enterprise Sales	Title: (305) 266-1122
Date: 2025-05-15	Date: 7/10/2025
<i>I am authorized to bind AMILIA</i>	<i>I am authorized to bind Customer</i>
<i>William Owens</i>	

**SCHEDULE 2
SERVICES SCHEDULE**

1. Introduction

This Service Schedule outlines the scope, deliverables, timeline, terms and assumption (if any) for the performance of Services by AMILIA in connection with the Master Services Agreement ("**Agreement**") entered into by and between AMILIA and Customer on 2025-07-01 ("**Effective Date**").

In the event of any inconsistency or a conflict between the terms of this Schedule and the Agreement, the terms provided in the Agreement shall govern. Capitalized terms not defined in this Schedule shall have the meaning defined in the Agreement.

2. Scope of Service

Initial Scope

Services	In scope	Out of scope *
Implementation Services (see section 2.1)	x	
Professional Services (see section 2.1)	x	
Access to Amilia's Resources: Amilia University, Amilia Knowledge Base articles and help videos, Marketing Launch Kit	x	
Onsite Support (see section 2.3.1)		x
Data Import (see section 2.3.2)		x
Custom Reporting (see section 2.3.3)		x
Data Export Services (see section 2.3.3)		x
Additional Professional Services (see section 2.3)		x
Third party software implementation**		x

*Customer acknowledges that items identified as "out of scope" are not part of initial scope of Services but may be added subject to Amilia's Change Request Process (and subject to additional fees).

**For greater clarity, Amilia's third party partners shall remain responsible for deploying their own softwares and/or hardwares for Customer's needs. Amilia's third party partners will contract with Customer directly for these services, as applicable.

Initial Scope Details:

2.1 Amilia SmartRec Services

Package Selected:	Essential Onboarding Package
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Training Services	Consulting Services
<ul style="list-style-type: none">• 24/7 Access to Amilia University core-functionality learning curriculum• Up to 8-hours of virtual training sessions with an Implementation Consultant	<ul style="list-style-type: none">• Access to our store configuration checklist• Up to 2-hours of virtual operations analysis workshops with an Implementation Consultant• Up to 5-hours of virtual consultation sessions with an Implementation Consultant
Project Management	Change Management
<ul style="list-style-type: none">• Scheduled check-ins with an Implementation Consultant	<ul style="list-style-type: none">• Access to our best practices guide• Access to communication templates

2.2 Implementation Phases & Milestones

The Services are comprised of multiple phases as outlined below.

Milestones and target dates set forth below are indicative and may be subject to adjustment based on Customer's implementation requirements and needs. Target dates will be further defined during Phase 3.

Any deviation in the initial timeline set forth below, or any deviation from project assumptions listed in section 1, may result in a delay in performance of Services. It is Customer's responsibility to ensure deliverables are sent on time to avoid any delays.

Any modifications or adjustments to the initial parameters scope, timeline, deliverables as outlined below will need to be formalized via Amilia's Change Request Process.

Customer is responsible to allocate enough time and resources for training sessions and prioritize the completion of any required tasks and deliverables.

- Phase 1: Merchant Account Approval
- Phase 2: Introduction & Kickoff
- Phase 3: Operations Analysis & Solution Design
- Phase 4: Training & Configuration
- Phase 5: Acceptance & Testing

- Phase 6: Go-Live

2.2.1 Merchant Account Approval

Amilia's team will collect the required Onboarding documents to prepare merchant account, with Amilia's preferred merchant. Additional information may be requested from merchant.

This milestone will be deemed completed once account has been approved and created by merchant.

2.2.2 Introduction & Kickoff

Amilia's assigned professional services team members will be introduced to Customer's team and will collect the contact information of the Customer Staff involved in the implementation and delivery of the Services.

Customer will be required to provide a complete list of team members who will need support and training and who will be involved in the implementation and delivery of the Services.

This milestone will be deemed completed once the initial kickoff takes place with all stakeholders, from both parties, and Amilia's team has received the information requested, to be able to move to the next phase.

2.2.3 Operations Analysis & Solution Design

Amilia's assigned professional services team members will facilitate a Services & Operations Analysis workshop with key Customer's stakeholders. The purpose of this workshop is to get an in-depth understanding of the client's services, operations, and detailed processes to plan a successful implementation.

Amilia's team will then prepare the optimal configuration plan to transition Customer applicable services, operations, and processes within Amilia SmartRec. During this collaborative solution design, it is common for adjustments to existing services and processes to be considered and, if necessary, made to optimize outcomes within the framework of our solution.

Any additional hours, not included in the package selected, will have to be requested in writing by Customer and will be at Customer's cost, and subject to AMILIA's availabilities.

2.2.4 Training & Configuration

Amilia's team will schedule remote training and configuration sessions with Customer staff. These training and consultation sessions will be tailored to your organization's specific needs, covering topics such as system configuration, user roles and permissions, data entry procedures, and best practices for maximizing efficiency and productivity. Sessions missed or canceled within 24 hours of schedule date by Customer's staff may be considered completed.

Any additional hours, not included in the package selected, will have to be requested in writing by Customer and will be at Customer's cost, and subject to AMILIA's availabilities.

2.2.5 Acceptance & Validation

This phase involves comprehensive testing, final adjustments, and validation of Customer implementation needs in preparation of launching Services.

2.2.6 Go-Live

Activation and official launch of Services. Amilia's team providing ongoing support for two (2) weeks (during regular business hours between 9am to 5pm ET Monday to Friday) as users transition and begin to use the Services.

Services Timeline & Deliverables

Services are considered complete as of the expiration date, regardless of status or hours expended, unless a Change Request Form is submitted by Customer and mutually agreed by both parties. **The Services Start Date will be 10 business days following the signature date of the agreement, or the commencement date of the agreement, whichever is later.**

Services Expiration Date: 2025-12-29

The Services are comprised of the following phases:

Phase 1 Merchant Account Approval

Customer Deliverables

- Provide proof of registration of business and or operations, as may be required by merchant
- Provide a void check
- Complete the merchant account application with Amilia's preferred merchant
- Provide necessary information for Amilia to process monthly invoices

Amilia Deliverables

- Facilitate merchant account submission process with Amilia's preferred merchant

Phase 2 Introduction & Kickoff

Customer Deliverables

- Identify and provide contact information of project stakeholders
 - 1 project lead
 - 3+ admins to be trained
- Provide availabilities for introduction and kickoff meetings

Amilia Deliverables

- Coordinate introduction call with the implementation team
- Coordinate kickoff meeting

**Phase 3
Operations Analysis &
Solution Design**

Customer Deliverables

- Provide availabilities for operations analysis meeting(s)
- Provide the requested services, operations, and process information

Amilia Deliverables

- Coordinate operations analysis meeting(s)
- Complete review of services, processes, business rules, and workflows
- Complete solution design exercise and propose configuration plan

**Phase 4
Training & Configuration**

Customer Deliverables

- Provide availability for training and project management sessions.
- Complete configuration as requested between sessions.
- Complete suggested Amilia University courses
- Maintain timely and ongoing communication.

Amilia Deliverables

- Coordinate training sessions.
- Coordinate project management sessions

**Phase 5
Acceptance & Testing**

Customer Deliverables

- Provide availabilities for acceptance and testing session(s)
- Provide a payment method and complete test transaction(s)

Amilia Deliverables

- Coordinate launch readiness meeting
- Activate the store and perform a test transaction(s) with customer

Phase 6 Go-Live

Customer Deliverables

Amilia Deliverables

Target Go-Live Date:
2025-12-01

- Activation of the store and commencement of registrations.
 - Review registration performance and collect feedback from users.
 - Timely communication of any challenges to the Amilia team.
- Support the go-live launch.

2.3 Additional Services

Services listed below are out of scope unless specified otherwise in section 2. Additional services may be added subject to Amilia's Change Request Process (and subject to additional fees).

To request additional service, Customer must submit a Change Request Form with specific requirements & needs, using form attached as Exhibit A. Amilia will then assess the requirements and provide a tailored quote for such additional service to be approved by Customer.

2.3.1 On Site Support

Unless specified otherwise in section 2, all services will be provided virtually. Customer may request on-site delivery of the Services, subject to the following:

- Customer will be responsible for all costs associated with on-site delivery, including but not limited to travel expenses, accommodation, and any additional travel time required for Amilia's team members to reach the designated location.
- Customer must provide reasonable advance notice if on-site support is requested to allow for adequate planning and coordination. On-site support will be subject to scheduling constraints and Amilia's team members' availability.
- Any request for on-site services, Customer must submit a Change Request Form with specific requirements & needs, using form attached as Exhibit A. Amilia will then assess the requirements and provide a tailored quote for such on-site services.

2.3.2 Data Import Services

Unless specified otherwise in section 2, no data import services will be included by Amilia and Customer is expected to input all required data.

To add this additional service, Customer must submit a Change Request Form with specific requirements, data examples and detailed needs, using form attached as Exhibit A. Amilia will then assess the requirements and provide a tailored quote for such additional services.

2.3.3 Reporting/Data Export Services

Unless specified otherwise in section 2, no additional reporting or data export services will be included, other than those readily available within the product will be included by Amilia.

To add this additional service, clients must submit a Change Request Form with specific requirements, reporting/data examples & detailed needs, using form attached as Exhibit A. Amilia will then assess the requirements and provide a tailored quote for such additional services.

SCHEDULE 3 DATA SECURITY

Capitalized terms not defined in this Schedule shall have the meaning defined in the Agreement.

In addition to its obligations under the Agreement, Customer shall comply with the following provisions:

1. Customer shall not disclose, sell, share or otherwise make available any Personal Information to any third party, except as explicitly provided for in this Schedule.
2. If Customer collects Personal Information in connection with the Services, whether on behalf of Amilia or as required for the performance of the Services, Customer shall:
 - (i) collect, use, copy, process and disclose Personal Information only to the extent and in such manner as is specified in the Agreement, as is reasonably required to carry out the Services, and/or in accordance with Amilia's reasonable instructions from time to time, and at all times in full compliance with applicable laws;
 - (ii) obtain consent of End-Users in accordance with applicable laws and maintain the confidentiality of Personal Information;
 - (iii) collect only the minimum Personal Information to perform the Services;
 - (iv) ensure that all reasonable and appropriate, organizational and technological safeguards are in place to protect Personal Information from loss, theft, or unauthorized use, access, disclosure, processing, copying, alteration, or destruction, including, without limitation, as appropriate:
 - (a) access controls and data integrity controls, including regular testing and auditing of safeguards and controls;
 - (b) disaster recovery plan, which meets or exceeds industry standards;
 - (c) secure retention and disposal policies and procedures; and
 - (v) restrict access to Personal Information solely to its employees, representatives, and subcontractors who: (i) have a need to know the Personal Information and (ii) have signed appropriate confidentiality agreements;
 - (vi) provide, when applicable, at Amilia's request and cost, a copy of all Personal Information held by Customer and provide reasonable cooperation, in relation to any third-party complaint or request by an individual to have access to that person's Personal Information;
 - (vii) notify Amilia of any request by any government or government agency for access to Personal Information, to the extent permitted by applicable laws; and
 - (viii) not permit disclosure of Personal Information to any third party unless in accordance with this Agreement and Schedule or with the prior written consent of Amilia;
3. In the event of any actual or alleged unauthorized disclosure of Personal Information, or any unauthorized intrusion, penetration, or security breach involving Customer's systems or facilities ("**Security Breach**"), Customer shall (i) promptly notify Amilia in writing and furnish Amilia with full details whether such Security Breach involved Personal Information; and (ii) take all reasonable appropriate steps, to promptly contain, mitigate and remediate any Security Breach, including without limitation, taking corrective action as reasonably requested by Amilia to prevent or minimise damage and prevent any such future occurrences.
4. Customer shall deliver to Amilia all Personal Information in its possession or control in whatever form (or at Amilia's request, destroy all such Personal Information where the foregoing is permitted by the applicable laws), including all working papers, notes, memoranda, reports, data in machine readable form or otherwise, within thirty (30) business days of the completion or termination of the Agreement for any reason, or at such later time as agreed to between the parties if needed. Upon delivery of the Personal Information to Amilia, Customer shall ensure that no record of the Personal Information remains in Customer's possession.

SCHEDULE 4 SERVICES LEVELS

Definitions

In this Schedule the following terms will have the following meanings, and any other capitalized terms used but not otherwise defined herein will have the meanings as set out in the Agreement:

- a. **“Available”** means the availability of Services for access and use by Customer and its Users over the Internet and operating in material accordance with the Agreement.
- b. **“Emergency Maintenance”** means any emergency maintenance of the Services performed on an unscheduled basis and any downtime resulting from such emergency maintenance.
- c. **“Excused Downtime Minutes”** means the total number of minutes in a monthly period that the Services are unavailable resulting from any exclusion set forth in the “Service Availability” section hereinbelow.
- d. **“Scheduled Downtime”** means the maintenance of the Services, including but not limited to code changes, system configuration changes, implementation of updates, maintenance releases, workarounds and other activities Amilia deems necessary in order to deliver the Services in accordance with the Agreement. Such maintenance shall be performed with sufficient notice to the Customer.

Support

The support shall include telephone and e-mail support to answer operational and technical questions and to report irregularities concerning the Services. Live telephone support is available during normal business hours (9AM to 7PM Eastern Standard Time (EST) Monday through Friday and 9AM to 5PM EST on Saturday), excluding statutory Canadian holidays and subject to “Service Availability” section below.

Contact information for support, during normal business hours:

- Email: support@amilia.com . Available 24 /7 days (response within 1-3 hours depending on priority).
- Telephone: (514) 343-0004 or toll free 1-877-343-0004 (response within minutes)
- Online Chat (response within minutes)

In case of Emergencies:

- If an emergency occurs during office hours, please call or start an Online Chat.
- If an emergency occurs outside of office hours, please start an Online Chat **and** select the “ Emergency” option. Amilia may offer a phone call in order to quickly gather more information and then follow up every 15 minutes by an Online Chat. Amilia responds to emergencies from 8am EST until 11pm EST.

An emergency is when there is a loss of service (i.e. Customer is unable to access important features of the Services), loss of revenue (i.e. problems resulting in End-Users and/or Customer admins unable to complete a purchase, unable to make or take payments) or any issue that critically impacts Customer business operations.

Service Availability

Amilia will use commercially reasonable efforts to ensure the Services are Available 99.5% of the time as measured over the course of each calendar month, subject to exclusions set forth below.

Exclusions include down-time, outages or other failures resulting from: (a) system administration or commands performed by Customer not in accordance with the Documentation; (b) work or activities performed at Customer's written request; (c) technical issues, including internet connectivity issues, slow internet speeds attributable to Customer's facilities, location, or any equipment or other component of Customer's technical infrastructure or other problem with any software, hardware, system, network, facility, or other matter not supplied by Amilia under this Agreement; (d) any Emergency Maintenance or Scheduled Downtime(s); and (e) conditions beyond Amilia's control such as, but not limited to, war, strikes, fires, floods, acts of God, network failures upstream from the infrastructure provider.