



REGULAR CITY COUNCIL MEETING

6:30 PM – COUNCIL CHAMBERS – CITY HALL

MARCH 1, 2022

AGENDA

ALL CITIZENS DESIRING TO ADDRESS THE PORT ORANGE CITY COUNCIL DURING CITIZEN PARTICIPATION SHOULD COMPLETE A SPECIAL APPLICATION FORM WHICH IS LOCATED ON THE STANDS OUTSIDE THE COUNCIL CHAMBERS. AFTER COMPLETING THE FORM, PRESENT IT TO THE CITY CLERK.

A. OPENING

1. Invocation by Rev. Susan McCaffrey of Grace Episcopal Church
2. Pledge of Allegiance
3. Roll Call

B. SPECIAL AWARDS, REPORTS, RECOGNITION AND PROCLAMATIONS

4. Flood Awareness Week Proclamation

C. CONSENT AGENDA

5. Public Comments on Consent Agenda Items Only
6. Agenda Approval
7. Approval of Minutes
 - a. February 15, 2022 - Regular City Council Meeting
 - b. February 22, 2022 - City Council Workshop
8. Bid Awards and Contract Items
 - a. Approval of Contract (CA7687) Assignment from Sunstate Meter & Supply Inc. to Ferguson Enterprises LLC
 - b. Approval of Renewal Agreement for Westlaw Services
 - c. Approval of Adoption Agreement for Mission Square Money Purchase Plan 401a - 108525
 - d. Approval of Change Order No. 1 to Piggyback Contract with Dude Solutions, Inc. for Community Development Permit Software Project (Smartgov)

9. Approval of Major Special Event Request – Bike Week 2022: Daytona's Endless Summer Campground at 3520 South Nova Road
10. Approval of Minor Special Event – Spring Landscaping Sale at Lowe's located at 1751 Dunlawton Avenue
11. Approval of License Agreement for 721 Pringle Road

12. Approval of Proportionate Fair-Share Agreement for the Port Orange Neighborhood Storage Facility Site Plan - Case No. 21-80000011

D. PUBLIC PARTICIPATION (Non-Agenda – 20 minutes)

E. COUNCIL COMMENTS

13. Comments/Concerns from Council Members

F. REGULAR AGENDA

14. First Reading - Ordinance No. 2022-3 - Amending Section 2-57 - Public Records Management of the Electronic Information System Standards Utilized by City Board Members

G. ADDITIONAL ITEMS

15. City Attorney
16. City Manager

H. COUNCIL COMMITTEE REPORTS

17. City Council Committee Reports
 - a. River to Sea TPO - Council Member Reed Foley
 - b. General Employees' Pension - Vice Mayor Scott Stiltner
 - c. Police Pension - Council Member Drew Bastian

I. ADJOURNMENT

NOTICES – PURSUANT TO SECTION 286.0105 OF THE FLORIDA STATUTES, IF ANY PERSON DECIDES TO APPEAL ANY DECISION MADE BY THE CITY COUNCIL WITH RESPECT TO ANY MATTER CONSIDERED AT THIS PUBLIC MEETING OR HEARING, SUCH PERSON WILL NEED A RECORD OF THE PROCEEDINGS, AND THAT, FOR SUCH PURPOSE, SUCH PERSON MAY NEED TO ENSURE THAT A VERBATIM RECORD OF THE PROCEEDINGS IS MADE, WHICH RECORD INCLUDES THE TESTIMONY AND EVIDENCE UPON WHICH THE APPEAL IS TO BE BASED. THE CITY DOES NOT PREPARE OR PROVIDE SUCH A RECORD.



FOR SPECIAL ACCOMMODATIONS, PLEASE NOTIFY THE CITY CLERK'S OFFICE (PHONE: 386-506-5563) AS FAR IN ADVANCE AS POSSIBLE, BUT



HELP FOR THE HEARING IMPAIRED IS AVAILABLE THROUGH THE ASSISTIVE LISTENING SYSTEM RECEIVERS CAN BE OBTAINED FROM THE CITY

PREFERABLY WITHIN 2 WORKING DAYS OF YOUR
RECEIPT OF THIS NOTICE OR 5 DAYS PRIOR TO THE
MEETING OR HEARING DATE.

CLERKS' OFFICE.

IN ACCORDANCE WITH THE AMERICANS WITH DISABILITIES ACT (ADA), IF YOU ARE A PERSON WITH A DISABILITY WHO NEEDS AN ACCOMMODATION IN ORDER TO PARTICIPATE IN THIS PROCEEDING, YOU ARE ENTITLED, AT NO COST TO YOU, THE PROVISION OF CERTAIN ASSISTANCE. PLEASE CONTACT THE CITY CLERK FOR THE CITY OF PORT ORANGE, 1000 CITY CENTER CIRCLE, PORT ORANGE, FLORIDA 32129, TELEPHONE NUMBER 386-506-5563, CITYCLERK@PORT-ORANGE.ORG, AS FAR IN ADVANCE AS POSSIBLE, BUT PREFERABLY WITHIN 2 WORKING DAYS OF YOUR RECEIPT OF THIS NOTICE OR 5 DAYS PRIOR TO THE MEETING OR HEARING DATE. IF YOU ARE HEARING OR VOICE IMPAIRED, CONTACT THE RELAY OPERATOR AT 7-1-1 or 1-800-955-8771.

UPON REQUEST BY A QUALIFIED INDIVIDUAL WITH A DISABILITY, THIS DOCUMENT WILL BE MADE AVAILABLE IN AN ALTERNATE FORMAT. IF YOU NEED TO REQUEST THIS DOCUMENT IN AN ALTERNATE FORMAT, PLEASE CONTACT THE CITY CLERK WHOSE CONTACT INFORMATION IS PROVIDED ABOVE.

ANY INVOCATION THAT IS OFFERED BEFORE THE OFFICIAL START OF THE CITY COUNCIL MEETING SHALL BE THE VOLUNTARY OFFERING OF A PRIVATE PERSON, TO AND FOR THE BENEFIT OF THE CITY COUNCIL. THE VIEWS OR BELIEFS EXPRESSED BY THE INVOCATION SPEAKER HAVE NOT BEEN PREVIOUSLY REVIEWED OR APPROVED BY THE CITY COUNCIL OR THE CITY STAFF, AND THE CITY IS NOT ALLOWED BY LAW TO ENDORSE THE RELIGIOUS BELIEFS OR VIEWS OF THIS, OR ANY OTHER SPEAKER. PERSONS IN ATTENDANCE AT THE CITY COUNCIL MEETING ARE INVITED TO STAND DURING THE OPENING INVOCATION AND PLEDGE OF ALLEGIANCE. HOWEVER, SUCH INVITATION SHALL NOT BE CONSTRUED AS A DEMAND, ORDER, OR ANY OTHER TYPE OF COMMAND. NO PERSON IN ATTENDANCE AT THE MEETING SHALL BE REQUIRED TO PARTICIPATE IN ANY OPENING INVOCATION THAT IS OFFERED. A PERSON MAY EXIT THE CITY COUNCIL CHAMBERS AND RETURN UPON COMPLETION OF THE OPENING INVOCATION IF A PERSON DOES NOT WISH TO PARTICIPATE IN OR WITNESS THE OPENING INVOCATION.

REGULAR CITY COUNCIL MEETING MINUTES
COUNCIL CHAMBERS – CITY HALL
1000 CITY CENTER CIRCLE
PORT ORANGE, FLORIDA
FEBRUARY 15, 2022

THE REGULAR CITY COUNCIL MEETING of the City of Port Orange was called to order by Mayor Donald O. Burnette at 6:30 p.m.

Invocation by Pastor Nathan Buker of Victorious Life Church

Pledge of Allegiance

Roll Call	Present:	Council Member Reed Foley Council Member Chase Tramont Council Member Drew Bastian Vice Mayor Scott Stiltner Mayor Donald Burnette
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	Also Present:	City Manager Wayne Clark City Attorney Matthew Jones City Clerk Robin Fenwick
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SPECIAL AWARDS, REPORTS, RECOGNITION AND PROCLAMATIONS

4. Introduction of Florida Inland Navigation District (FIND)
Representative, Buddy Davenport

Buddy Davenport, FIND Commissioner for Volusia County, introduced himself and discussed eligibility for funding from FIND and how the City can continue to participate.

5. Presentation of Freemanville Day Proclamation

Mayor Don Burnette read a proclamation regarding Freemanville Day.

CONSENT AGENDA

6. Public Comments on Consent Agenda Items Only

There were none.

7. Agenda Approval

Motion to approve the agenda with Item #16 being pulled from the agenda for Staff to revise at the request of the applicant and bring back at a later date, as well as Items #14 & 15 for further discussion was made by Vice Mayor

Scott Stiltner and Seconded by Council Member Drew Bastian. Motion carried unanimously by voice vote.

8. Approval of Minutes
 - a. February 1, 2022 - Regular City Council Meeting
9. Bid Awards and Contract Items
 - a. Change Order No. 2 to EJCDC Contract CA7393 - GPS Civil Construction for Howes St. and Orange Avenue Drainage Improvements and Water Main Project
10. Funding and Award of ITB #22-02 for YMCA Pool Heaters
 - a. Resolution No. 22-6 - Request to transfer \$37,824 from the Fund Balance in Fund 106 Recreation Facilities to the Capital Outlay in Fund 106 for Parks and Recreation to replace the pool heaters at the YMCA
 - b. Intent to Award ITB #22-02 to Electro Mechanics Industries DBA Vermana Inc. for YMCA pool heaters
11. Resolution No. 22-7 - Carryforward of Project Balances
12. Resolution No. 22-8 - Acceptance of Deed of Dedication for public purposes along the south side of Herbert Street, adjacent to 646 Herbert Street
13. Approval of Major Special Event Request from Giuseppe's Steel City Pizza at 3658 Nova Road
14. Approval of Major Special Event Request for Daytona's Original First Turn Bike Week Event at 5164, 5204, and 5236 South Ridgewood Avenue
15. Approval of Major Special Event Request for The Doghouse Bar and Grill at 3400 S. Nova Road
16. Approval of Proportionate Fair-Share Agreement for the Port Orange Neighborhood Storage Facility Site Plan - Case No. 21-80000011
17. City Attorney's Report - Special Legal Counsel List - FY2022

Motion to approve the Consent Agenda Items #8-13 and #17 was made by Council Member Drew Bastian and Seconded by Vice Mayor Scott Stiltner. Motion carried unanimously by roll call vote.

Council Member Reed Foley announced a conflict of interest relating to Items #14 and 15 as he will be performing at both places during the event in question. He will abstain from voting on these two items and has submitted the Memorandum of Voting Conflict Form 8B for both items, which is attached hereto.

Motion to approve Items #14 and 15 were made by Vice Mayor Scott Stiltner and Seconded by Council Member Chase Tramont. Motion carried 4-0-1

with Council Member Reed Foley
abstaining.

PUBLIC PARTICIPATION (Non-Agenda – 20 minutes)

Jennifer Atkinson, For the Love of Shopping, introduced herself and her business events. She thanked Vice Mayor Stiltner for inviting her.

COUNCIL COMMENTS

18. Comments/Concerns from Council Members

Council Member Reed Foley discussed issues he has heard relating to the broadcast of Council meetings. He has asked the City Manager to look into what has changed since 2018 when the broadcast sound was better and the camera zoomed into the speaker. He reminded Council to speak into their microphones as it's hard to hear on the broadcast.

Council Member Chase Tramont thanked Customer Service Staff for their work relating to paying water bills during the server issues.

BOARD APPOINTMENTS, INTERVIEWS, REPORTS

19. Citizen Advisory Committee for TPO

Bobby Ball, member of the Citizen Advisory Committee for TPO, provided details of their recent meeting.

20. Environmental Advisory Board Report

Kris Cunningham, Chair, spoke regarding their goals for 2022 as discussed at their recent meetings. The Board looks forward to the upcoming joint workshop with Council.

PUBLIC HEARING

21. Second Reading - Ordinance No. 2021-29 - Amending Section 22-4 of the Code of Ordinances, City Council District Boundaries

Mayor Don Burnette read Ordinance No. 2021-29.

ORDINANCE NO. 2021-29

AN ORDINANCE OF THE CITY OF PORT ORANGE, VOLUSIA COUNTY, FLORIDA, AMENDING SECTION 22-4 OF THE CODE OF ORDINANCES RELATING TO THE CITY COUNCIL DISTRICTS; PROVIDING FOR REPEAL OF CONFLICTING ORDINANCES; PROVIDING FOR SEVERABILITY AND

PROVIDING AN EFFECTIVE DATE.

Motion to adopt Ordinance No. 2021-29
was made by Vice Mayor Scott Stiltner
and Seconded by Council Member Drew
Bastian.

Stan Schmidt, Chair of the Districting Commission, spoke in opposition of the boundary map presented in this ordinance. The Commissioners met more than once and discussed all of the map options. They recommended Option 4. He asked Council to approve Option 4 and not Option 3 as recommended by Staff and the City Attorney's Office.

Ms. Cunningham, member of the Districting Commission, also spoke but is in favor of Map Option 3 as it meets more of the criteria, one of which is to not make drastic changes and Option 4 makes drastic changes, in her opinion.

Council Member Reed Foley believes Option 1 is the best option.

Mayor Don Burnette still believes Option 4 meets the criteria and makes it easier for citizens to understand.

Council Member Chase Tramont requested a 10-minute recess, which was granted at 7:22 p.m. Council reconvened at 7:32 p.m. There was no further discussion.

Motion carried 3-2 by roll call vote with
Council Member Reed Foley and Mayor
Don Burnette voting no.

22. Second Reading - Ordinance No. 2022-2 - Authorizing Electronic
Signatures

Mayor Don Burnette read Ordinance No. 2022-2.

ORDINANCE NO. 2022-2

AN ORDINANCE OF THE CITY COUNCIL OF THE CITY OF
PORT ORANGE, VOLUSIA COUNTY, FLORIDA, AUTHORIZING
THE USE OF ELECTRONIC SIGNATURES; PROVIDING FOR
CONFLICTING ORDINANCES; PROVIDING FOR SEVERABILITY;
AND PROVIDING AN EFFECTIVE DATE.

Motion to adopt Ordinance No. 2022-2
was made by Vice Mayor Scott Stiltner
and Seconded by Council Member Drew
Bastian. Motion carried unanimously by
roll call vote.

REGULAR AGENDA

23. Authorization to submit the proposed project list for the River To Sea TPO
2022 Transportation Improvement Program Priority List

Motion to approve the list as presented
was made by Vice Mayor Scott Stiltner
and Seconded by Council Member
Chase Tramont.

Tim Burman, Community Development Director, provided details of the River to Sea
TPO priority list as presented and asked Council for approval.

Motion carried unanimously by roll call
vote.

24. Update on City Center pedestrian improvements from Public
Works/Utilities

Lynn Stevens, Public Works/Utilities Director, provided an update on the pedestrian
improvements being made at City Center. Temporary repairs continue to be completed
with a multi-phased approach for full repairs. Ms. Stevens answered questions from
Council.

ADDITIONAL ITEMS

25. City Attorney

There was nothing further.

26. City Manager

Wayne Clark, City Manager, discussed the plan for the Council Workshop next week
with the State of the City video and the discussion on the City's actions around the
Strategic Plan. The discussion on the actions will assist with budget preparation.

COUNCIL COMMITTEE REPORTS

27. City Council Committee Reports

- a. First Step Shelter - Council Member Chase Tramont provided
information from their recent meeting. The shelter was able to place
16 people in permanent housing last month.
- b. Port Orange/South Daytona Chamber of Commerce - Mayor Don
Burnette provided details of their upcoming Business After Hours
being held Thursday, February 17th at 5:00 p.m. at Lakeside
Community Center with Port Orange Community Trust hosting.

Regular City Council Meeting
February 15, 2022
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- c. Police Pension Board - Council Member Drew Bastian provided an update from the meeting held February 14, 2022.

ADJOURNMENT - 8:08 p.m.

Mayor Donald O. Burnette

Attest:

Robin Fenwick, MMC
City Clerk

FORM 8B MEMORANDUM OF VOTING CONFLICT FOR COUNTY, MUNICIPAL, AND OTHER LOCAL PUBLIC OFFICERS

LAST NAME—FIRST NAME—MIDDLE NAME FOLEY, JONATHAN REED	NAME OF BOARD, COUNCIL, COMMISSION, AUTHORITY, OR COMMITTEE CITY OF PORT ORANGE CITY COUNCIL
MAILING ADDRESS 739 HORSEMAN DRIVE	THE BOARD, COUNCIL, COMMISSION, AUTHORITY OR COMMITTEE ON WHICH I SERVE IS A UNIT OF: ☒ CITY ☐ COUNTY ☐ OTHER LOCAL AGENCY
CITY PORT ORANGE	COUNTY VOLUSIA
DATE ON WHICH VOTE OCCURRED FEBRUARY 15, 2022	NAME OF POLITICAL SUBDIVISION: CITY OF PORT ORANGE
MY POSITION IS: ☒ ELECTIVE ☐ APPOINTIVE	

WHO MUST FILE FORM 8B

This form is for use by any person serving at the county, city, or other local level of government on an appointed or elected board, council, commission, authority, or committee. It applies to members of advisory and non-advisory bodies who are presented with a voting conflict of interest under Section 112.3143, Florida Statutes.

Your responsibilities under the law when faced with voting on a measure in which you have a conflict of interest will vary greatly depending on whether you hold an elective or appointive position. For this reason, please pay close attention to the instructions on this form before completing and filing the form.

INSTRUCTIONS FOR COMPLIANCE WITH SECTION 112.3143, FLORIDA STATUTES

A person holding elective or appointive county, municipal, or other local public office **MUST ABSTAIN** from voting on a measure which would inure to his or her special private gain or loss. Each elected or appointed local officer also **MUST ABSTAIN** from knowingly voting on a measure which would inure to the special gain or loss of a principal (other than a government agency) by whom he or she is retained (including the parent, subsidiary, or sibling organization of a principal by which he or she is retained); to the special private gain or loss of a relative; or to the special private gain or loss of a business associate. Commissioners of community redevelopment agencies (CRAs) under Sec. 163.356 or 163.357, F.S., and officers of independent special tax districts elected on a one-acre, one-vote basis are not prohibited from voting in that capacity.

For purposes of this law, a "relative" includes only the officer's father, mother, son, daughter, husband, wife, brother, sister, father-in-law, mother-in-law, son-in-law, and daughter-in-law. A "business associate" means any person or entity engaged in or carrying on a business enterprise with the officer as a partner, joint venturer, coowner of property, or corporate shareholder (where the shares of the corporation are not listed on any national or regional stock exchange).

* * * * *

ELECTED OFFICERS:

In addition to abstaining from voting in the situations described above, you must disclose the conflict:

PRIOR TO THE VOTE BEING TAKEN by publicly stating to the assembly the nature of your interest in the measure on which you are abstaining from voting; *and*

WITHIN 15 DAYS AFTER THE VOTE OCCURS by completing and filing this form with the person responsible for recording the minutes of the meeting, who should incorporate the form in the minutes.

* * * * *

APPOINTED OFFICERS:

Although you must abstain from voting in the situations described above, you are not prohibited by Section 112.3143 from otherwise participating in these matters. However, you must disclose the nature of the conflict before making any attempt to influence the decision, whether orally or in writing and whether made by you or at your direction.

IF YOU INTEND TO MAKE ANY ATTEMPT TO INFLUENCE THE DECISION PRIOR TO THE MEETING AT WHICH THE VOTE WILL BE TAKEN:

- You must complete and file this form (before making any attempt to influence the decision) with the person responsible for recording the minutes of the meeting, who will incorporate the form in the minutes. (Continued on page 2)

APPOINTED OFFICERS (continued)

- A copy of the form must be provided immediately to the other members of the agency.
- The form must be read publicly at the next meeting after the form is filed.

IF YOU MAKE NO ATTEMPT TO INFLUENCE THE DECISION EXCEPT BY DISCUSSION AT THE MEETING:

- You must disclose orally the nature of your conflict in the measure before participating.
- You must complete the form and file it within 15 days after the vote occurs with the person responsible for recording the minutes of the meeting, who must incorporate the form in the minutes. A copy of the form must be provided immediately to the other members of the agency, and the form must be read publicly at the next meeting after the form is filed.

DISCLOSURE OF LOCAL OFFICER'S INTEREST

I, JONATHAN REED FOLEY, hereby disclose that on FEBRUARY 15, 20 22:

(a) A measure came or will come before my agency which (check one or more)

- ☐ inured to my special private gain or loss;
- ☐ inured to the special gain or loss of my business associate, _____;
- ☐ inured to the special gain or loss of my relative, _____;
- ☒ inured to the special gain or loss of DOGHOUSE BAR AND GRILL, by
whom I am retained; or
- ☐ inured to the special gain or loss of _____, which
is the parent subsidiary, or sibling organization or subsidiary of a principal which has retained me.

(b) The measure before my agency and the nature of my conflicting interest in the measure is as follows:

The establishment named above has requested a special event permit from the City of Port Orange to hold a special event during Bike Week. I currently work for the establishment on occasion as a musician. Thus, pursuant to s. 112.3143(3)(a), F.S., I must abstain from voting on this agenda item.

If disclosure of specific information would violate confidentiality or privilege pursuant to law or rules governing attorneys, a public officer, who is also an attorney, may comply with the disclosure requirements of this section by disclosing the nature of the interest in such a way as to provide the public with notice of the conflict.

2/15/22

Date Filed


Signature

NOTICE: UNDER PROVISIONS OF FLORIDA STATUTES §112.317, A FAILURE TO MAKE ANY REQUIRED DISCLOSURE CONSTITUTES GROUNDS FOR AND MAY BE PUNISHED BY ONE OR MORE OF THE FOLLOWING: IMPEACHMENT, REMOVAL OR SUSPENSION FROM OFFICE OR EMPLOYMENT, DEMOTION, REDUCTION IN SALARY, REPRIMAND, OR A CIVIL PENALTY NOT TO EXCEED \$10,000.

FORM 8B MEMORANDUM OF VOTING CONFLICT FOR COUNTY, MUNICIPAL, AND OTHER LOCAL PUBLIC OFFICERS

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MAILING ADDRESS 739 HORSEMAN DRIVE		THE BOARD, COUNCIL, COMMISSION, AUTHORITY OR COMMITTEE ON WHICH I SERVE IS A UNIT OF:	
CITY PORT ORANGE	COUNTY VOLUSIA	☒ CITY ☐ COUNTY ☐ OTHER LOCAL AGENCY	
DATE ON WHICH VOTE OCCURRED FEBRUARY 15, 2022		NAME OF POLITICAL SUBDIVISION: CITY OF PORT ORANGE	
		MY POSITION IS: ☒ ELECTIVE ☐ APPOINTIVE	

WHO MUST FILE FORM 8B

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Your responsibilities under the law when faced with voting on a measure in which you have a conflict of interest will vary greatly depending on whether you hold an elective or appointive position. For this reason, please pay close attention to the instructions on this form before completing and filing the form.

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For purposes of this law, a "relative" includes only the officer's father, mother, son, daughter, husband, wife, brother, sister, father-in-law, mother-in-law, son-in-law, and daughter-in-law. A "business associate" means any person or entity engaged in or carrying on a business enterprise with the officer as a partner, joint venturer, coowner of property, or corporate shareholder (where the shares of the corporation are not listed on any national or regional stock exchange).

* * * * *

ELECTED OFFICERS:

In addition to abstaining from voting in the situations described above, you must disclose the conflict:

PRIOR TO THE VOTE BEING TAKEN by publicly stating to the assembly the nature of your interest in the measure on which you are abstaining from voting; *and*

WITHIN 15 DAYS AFTER THE VOTE OCCURS by completing and filing this form with the person responsible for recording the minutes of the meeting, who should incorporate the form in the minutes.

* * * * *

APPOINTED OFFICERS:

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IF YOU INTEND TO MAKE ANY ATTEMPT TO INFLUENCE THE DECISION PRIOR TO THE MEETING AT WHICH THE VOTE WILL BE TAKEN:

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APPOINTED OFFICERS (continued)

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DISCLOSURE OF LOCAL OFFICER'S INTEREST

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(a) A measure came or will come before my agency which (check one or more)

- ☐ inured to my special private gain or loss;
- ☐ inured to the special gain or loss of my business associate, _____;
- ☐ inured to the special gain or loss of my relative, _____;
- ☒ inured to the special gain or loss of THE ORIGINAL FIRST TURN STEAKHOUSE AND SPORTS BAR, by whom I am retained; or
- ☐ inured to the special gain or loss of _____, which is the parent subsidiary, or sibling organization or subsidiary of a principal which has retained me.

(b) The measure before my agency and the nature of my conflicting interest in the measure is as follows:

The establishment named above has requested a special event permit from the City of Port Orange to hold a special event during Bike Week. I currently work for the establishment on occasion as a musician. Thus, pursuant to s. 112.3143(3)(a), F.S., I must abstain from voting on this agenda item.

If disclosure of specific information would violate confidentiality or privilege pursuant to law or rules governing attorneys, a public officer, who is also an attorney, may comply with the disclosure requirements of this section by disclosing the nature of the interest in such a way as to provide the public with notice of the conflict.

2/15/22

Date Filed


Signature

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CITY COUNCIL WORKSHOP MINUTES
COUNCIL CHAMBERS – CITY HALL
1000 CITY CENTER CIRCLE
PORT ORANGE, FLORIDA
FEBRUARY 22, 2022

THE CITY COUNCIL WORKSHOP of the City of Port Orange was called to order by Mayor Donald O. Burnette at 6:00 p.m.

Silent Invocation

Pledge of Allegiance

Roll Call

Present: Council Member Jonathan Foley
Council Member Chase Tramont (arrived late)
Council Member Drew Bastian
Vice Mayor Scott Stiltner
Mayor Donald Burnette

Also Present: City Manager Wayne Clark
City Attorney Matthew Jones
Assistant City Clerk Shelby Field

DISCUSSION ITEMS

4. State of the City

Staff provided a video presentation on the State of the City.

Mayor Don Burnette thanked staff for not only creating the video but the work they do every day to make Port Orange special. He spoke regarding projects to look forward to in 2022 such as Expansion of the REC Center, Halifax River Crossing design, various infrastructure improvements, and the Riverwalk development.

Mayor Don Burnette requested to add Allen Green, former Port Orange Mayor, to the Wall of Fame on the Fourth of July.

Vice Mayor Scott Stiltner thanked staff for everything they do every day.

Council Member Drew Bastian appreciates all the work staff does to make what they vote on happen.

Council Member Reed Foley agreed with fellow Council Members that staff does a great job. He is happy with the current state of the City and the direction it's headed.

Council Member Chase Tramont appreciates the ability to serve on City Council with the current members and staff and celebrates the growth of the City.

5. City Council direction and feedback on priorities and objectives for the development of the 2022 Action Plan for the Strategic Plan update

Jamie Miller, Deputy City Manager, thanked City Council for the praise to staff and is excited to look toward to the future starting with updating the Strategic Plan and the objectives of Council.

Angela Crist, Program Director for The John Scott Dailey Florida Institute of Government, provided feedback from the recent citizen surveys, details of the history and background of the Council's current Strategic Plan, and discussed the process on creating priorities and objectives for the development of the 2022 Action Plan for the Strategic Plan and received feedback from Council.

A 6-minute recess was called at 7:34 p.m.

Council resumed at 7:40 p.m.

Council continued to provide priorities and objectives for the development of the 2022 Action Plan for the Strategic Plan.

A 5-minute recess was called at 8:53 p.m.

Council resumed at 8:58 p.m.

Each Council Member chose their top five objectives from the list of 49 created during this exercise. Their individual choices are attached, along with a list describing each of the 17 they chose.

ADJOURNMENT – 9:18 p.m.

Mayor Donald O. Burnette

Attest:

Robin Fenwick, MMC
City Clerk

Top Objectives for the Port Orange Action Plan

1. OBJ 1 - Community outreach and involvement, proactive prevention measures, public education, and outreach
2. OBJ 2 - Rank the top 5% in safety standards
3. OBJ 5 - High retention initiatives RE: generational differences in workforce, adaptability in initiatives for recruiting, hiring, youth explore program
4. OBJ 10 - Proactive renovation of water and sewer lines
5. OBJ 12 - Aggressively pursue OPM (grant funding, investment based on infrastructure needs
6. OBJ 13 - Take advantage of bundling projects
7. OBJ 20 - Expand parks and rec (Coraci), securing land
8. OBJ 22 - More special events for the community
9. OBJ 23 - Conservation and preservation
10. OBJ 25 - Continue looking for traffic flow improvements
11. OBJ 26 - Redevelopment of Riverwalk
12. OBJ 28 - Support regional initiatives for quality and economic development; collaborative efforts with other local governments
13. OBJ 30 - Explore opportunities to support business development at Riverwalk, incubators, grant opportunities
14. OBJ 36 - HR- audit jobs-look at the entire structure of the finance department, job study, job classification study, benchmarking
15. OBJ 40 - Review our impact fees every 5 years
16. OBJ 48 - Strive for excellence in public communication through all channels
17. OBJ 49 - Maintain great relationships with our bargaining units



CITY OF PORT ORANGE
CITY COUNCIL RANKING

DATE: 2/22/2022

AGENDA ITEM #: 5

ISSUE/NOMINATION: Ranking of top 5 objectives

1. 26.
2. 2.
3. 10.
4. ~~48~~ 48.
5. 40.

PRINTED NAME: Reed Foley

SIGNATURE: 



CITY OF PORT ORANGE
CITY COUNCIL RANKING

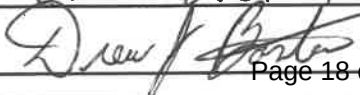
DATE: 2/22/2022

AGENDA ITEM #: 5

ISSUE/NOMINATION: Ranking of top 5 objectives

1. #26
2. #2
3. #28 & #49 (Sorry)
4. #22
5. #13

PRINTED NAME: Drew Bastian

SIGNATURE: 



CITY OF PORT ORANGE
CITY COUNCIL RANKING

DATE: 2/22/2022

AGENDA ITEM #: 5

ISSUE/NOMINATION: Ranking of top 5 objectives

1. OBJECTIVE #26
2. OBJECTIVE #12
3. OBJECTIVE # ~~11~~ 23
4. OBJECTIVE #28
5. OBJECTIVE #22

PRINTED NAME: Scott Stilner

SIGNATURE: Scott Stilner



CITY OF PORT ORANGE
CITY COUNCIL RANKING

DATE: 2/22/2022

AGENDA ITEM #: 5

ISSUE/NOMINATION: Ranking of top 5 objectives

1. 2
2. 26
3. 25
4. 36
5. 1

PRINTED NAME: Chase Trammell



CITY OF PORT ORANGE

CITY COUNCIL RANKING

DATE: 2/22/2022

AGENDA ITEM #: 5

ISSUE/NOMINATION: Ranking of top 5 objectives

1. obj 2
2. obj 25
3. obj 20
4. obj 40
5. obj 30

PRINTED NAME: Don Burnett

SIGNATURE: [Signature]



CITY COUNCIL AGENDA ITEM

COUNCIL MEETING DATE 3/1/2022

SUBJECT: (C8a) Approval of Contract (CA7687) Assignment from Sunstate Meter & Supply Inc. to Ferguson Enterprises LLC

DEPARTMENT: Public Utilities

GOAL: 2 - Infrastructure

RECOMMENDED MOTION: Move to approve the Contract Assignment from Sunstate Meter & Supply Inc. (CA7687) to Ferguson Enterprises LLC; subject to City Attorney and City Manager review and approval of final contract documents, and authorizing the Mayor and City Clerk to execute all contract documents.

SUMMARY: On October 26, 2021, the City entered a Standard Contract for Services with Sunstate Meter & Supply Inc. for the sole source purchase of Neptune brand water meters and products. In November 2021, the City received notice that the business had been sold to Ferguson Enterprises LLC. Ferguson Enterprises LLC has been doing business with the City for over 30 years and has proven to be a reliable source for various products utilized by public utilities.

This contract has an initial term effective October 1, 2021 to September 30, 2022 and can be renewed on an annual basis subject to sole source verification, written agreement by the parties and review and approval of the City Manager. According to the terms of the contract, an assignment requires City Council approval.

All the supporting documents from Ferguson Enterprises LLC, including the Bill of Sale & W9, are attached for review.

PRESENTER: Lynn Stevens

ATTACHMENTS:

1.	Ferguson Enterprises, LLC Contract Assignment	Ferguson Enterprises, LLC Contract Assignment.pdf
2.	CHANGE OF OWNERSHIP EFF 10 25 2021 Sunstate Meter NOW Ferguson	CHANGE OF OWNERSHIP EFF 10 25 2021 Sunstate Meter NOW Ferguson.pdf
3.	Email and FORMAL DOCS Re Sale of Business Sunstate to Ferguson Enterprises LLC W9 Bill of Sale	Email and FORMAL DOCS Re Sale of Business Sunstate to Ferguson Enterprises LLC W9 Bill of Sale

	Secretarial Certificate	Secretarial Certificate.pdf
4.	EXECUTED CONTRACT CA7687 eff 10 1 2021 Sunstate Meter & Supply Contract 2021	EXECUTED CONTRACT CA7687 eff 10 1 2021 Sunstate Meter & Supply Contract 2021.pdf
5.	Justification Memo Request Contract Re Assignment from Sunstate to Ferguson CA7687	Justification Memo Request Contract Re Assignment from Sunstate to Ferguson CA7687.docx

Kynah Cockcroft	Created/Initiated - 1/18/2022
Julia Wiggins	Approved - 1/18/2022
Steve Parnell	Approved - 1/18/2022
Lynn Stevens	Approved - 1/20/2022
Matthew Jones	Approved - 2/18/2022
Wayne Clark	Approved - 2/18/2022
Robin Fenwick	Final Approval - 2/22/2022



CONTRACT ASSIGNMENT

This Contract Assignment ("Assignment") is entered into this ____ day of _____, **2022**, by and between **Sunstate Meter & Supply, Inc.**, a Florida corporation whose principal address was 14001 West Newberry Road, Newberry, Florida 32669 ("Assignor" or "Sunstate Meter"), **Ferguson Enterprises, LLC**, a Virginia limited liability corporation whose principal address is 12500 Jefferson Avenue, Newport News, Virginia 23602 ("Assignee" or "Ferguson Enterprises"), and **CITY OF PORT ORANGE**, a Florida municipal corporation, whose principal address is 1000 City Center Circle, Port Orange, Florida 32129 (the "City").

WHEREAS, the Assignor and the City entered into a Contract on October 26, 2021 ("Contract") for Neptune Water Meters and related products for repair and replacement of existing meters and for new meter installation on future residential and commercial developments; and

WHEREAS, on the 25th day of October 2021, by way of Bill of Sale, Assignment and Assumption Agreement, Assignor sold to Assignee assets including the interest in the contract referenced herein; and

WHEREAS, the Assignor assigned its rights and contractual obligations pursuant to the Contract, to the Assignee; and

WHEREAS, the Assignee desires to assume the rights and contractual obligations pursuant to the Contract; and

WHEREAS, the City consents to and approves of the Assignment; and

NOW, THEREFORE, notwithstanding the date of execution, effective October 25, 2021, all rights, title and interest in the Contract between the Assignor and the City is hereby assigned and transferred to Assignee. The Assignee accepts said assignment and agrees to perform the remaining contractual obligations of Assignor under the Contract. All other terms and conditions shall remain in full force and effect.

This Assignment supersedes all previous negotiations, commitments, or any other Contract with respect to the matter hereof.

Each person signing this Assignment warrants that he or she is duly authorized to do so and to bind the respective party to the Assignment.

This Assignment may be executed in one or more counterparts, each of which shall be deemed to be an original but all of which together shall constitute one and the same instrument. The delivery by facsimile or e-mail of an executed copy of this Agreement shall be deemed valid as if an original signature was delivered. No assignment shall be formed between Assignor, Assignee, and the City, until the City consents to this Assignment as evidenced by its signature herein below.

City of Port Orange

Sunstate Meter & Supply, Inc.

Ferguson Enterprises, LLC

By: _____

By: _____

By: _____

Name: Donald O. Burnette, Mayor

Name: _____

Name: _____

Date: _____

Date: _____

Date: _____



14001 W Newberry Rd
Newberry, FL 32669

October 25, 2021

Dear Valued Customer,

We would like to personally thank you for your continued support. After much consideration, we have made the decision to sell Sunstate Meter & Supply, Inc. effective October 25, 2021. Ferguson is an industry leader that places tremendous value on taking care of its associates and providing world-class customer service.

Business changes

Your sales/customer service representative(s) will not change, but your payment remittance should be sent to Ferguson's address:

**Ferguson Waterworks #3650
Sunstate Meter & Supply
PO Box 100286
Atlanta, GA 30384-0286**

We will also be converting to Ferguson's computer system so invoices, packaging slips, etc. will look slightly different.

About Ferguson

Ferguson is the largest wholesale distributor of residential and commercial plumbing supplies in the U.S., and is also a major distributor of waterworks products, HVAC equipment, fire protection systems, and industrial products and services. Celebrating more than 65 years in business and headquartered in Newport News, VA, the company employs 28,000 associates in 1,400 locations.

Please be assured the superior customer service you have come to expect from us will continue. We have worked hard to earn both your business and your trust, and we are certain these strong customer relationships will continue to grow. If you have any questions, please do not hesitate to contact us.

Sincerely,



Keith Ellenburg
President

Enclosure: New remittance information

powered by
FERGUSON



ATTENTION: ACCOUNTS PAYABLE

Customers remitting payments by check should send payments to:

Ferguson Waterworks #3650
Sunstate Meter & Supply
PO Box 100286
Atlanta, GA 30384-0286

Customers remitting payments by ACH or wire transfer should remit as follows:

Bank Name: Bank of America
411 North Akard Street
Dallas, TX 75201
Account Name: Ferguson Enterprises, LLC
Account number: 4427213913
ABA/routing number (ACHs only): 111000012
ABA/routing number (wires only): 026009593
Swift Code (international wires only): BOFAUS3N

Ferguson accepts CTX and CCD+ ACH formatted payments. In order to receive prompt credit for the payment, please include the following information in the addenda or email remit to ACH@Ferguson.com:

1. Main Branch Number: 3650
2. Invoice Number: This number is located on the upper right hand of the invoice.
3. Amount Paid: Please include the amount paid per invoice.

Cockcroft, Kynah

From: Chris.Dashiell@Ferguson.com
Sent: Monday, January 10, 2022 3:40 PM
To: jeff@kimbroughsales.com
Cc: kimbrough.jeff@gmail.com; Wiggins, Julia; Casey.Crowe@Ferguson.com
Subject: [EXT] RE: Port Orange Fl. - Sunstate Meter Contract Reassignment to Ferguson
Attachments: FERGUSON ENTERPRISES LLC with Sunstate Conversion_102921.pdf; SM Ferguson Secretary Certificate.PDF; SM Customer LetterF.pdf; FERGUSON ENTERPRISES LLC with Sunstate Conversion_102921.pdf

Follow Up Flag: Follow up
Flag Status: Flagged

Good afternoon Julia! Please see the enclosed, and let me know if there is anything else you would need.

Thank you,

Chris Dashiell
Area Operations Manager

Ferguson Waterworks | Meter & Automation | Plant Div.

C: (803) 600-1746 O: (803) 704-8206

E: chris.dashiell@ferguson.com

www.ferguson.com

From: Jeff Kimbrough <jeff@kimbroughsales.com>
Sent: Monday, January 10, 2022 3:24 PM
To: Chris Dashiell <chris.dashiell@ferguson.com>
Cc: Jeff Kimbrough <kimbrough.jeff@gmail.com>; Julia Wiggins <jwiggins@port-orange.org>; Casey Crowe <casey.crowe@ferguson.com>
Subject: Port Orange Fl. - Sunstate Meter Contract Reassignment to Ferguson

Chris,

Can you please forward Julia Wiggins with the City of Port Orange all of the related documents in regard to the sale and assist her with the reassignment of the existing contract with Sunstate Meter & Supply, Inc. to Ferguson Waterworks for Neptune Meters & Parts?

I have copied Julia on this email.

Thanks,

Jeff Kimbrough
Sales Manager - Central Florida
Ferguson Waterworks #3648
Meter & Automation Group
Cell: 352-516-9791
Jeff@Kimbroughsales.com

Form **W-9**
(Rev. October 2018)
Department of the Treasury
Internal Revenue Service

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.

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

FERGUSON US HOLDINGS, INC.

FERGUSON ENTERPRISES, LLC (FEIN:54-1211771)

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) **5**

Exemption from FATCA reporting code (if any) **E**

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

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

12500 JEFFERSON AVENUE

6 City, state, and ZIP code

NEWPORT NEWS, VA 23602

7 List account number(s) here (optional)

Requester's name and address (optional)

Print or type.
See Specific Instructions on page 3.

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

5 4 - 1 4 7 3 3 3 8

Part II Certification

Under penalties of perjury, I certify that:

- 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
- 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
- I am a U.S. citizen or other U.S. person (defined below); and
- 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

[Signature]
47AAG58621A54F5...

Date ► October 29, 2021 | 1:11 PM EDT

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.

Ferguson Enterprises, LLC utilizes the following DBA names:

Current and Former dba Names and Disregarded Entities

Entity Name
ACF Environmental
Action Automation, a Wolseley Industrial Group company
Action Plumbing Supply
Action Supply Co.
ADL
Alaska Pipe & Supply
Andrews Lighting & Hardware Gallery
The Ar-Jay Center
BAC Appliance Center
Bath + Beyond
Blackman Plumbing Supply
Brock-McVey
Bruce-Rogers Company
Cal-Steam
Canyon Pipe & Supply
Capital Distributing
City Lights Design Showroom
CFP
Cline Contract Sales
Custom Lighting & Hardware
Davies Water
Dealernet
Duhig Stainless
Equarius Waterworks, Meter & Automation Group
Factory Direct Appliance
Ferguson Bath & Kitchen Gallery
Ferguson Bath, Kitchen & Lighting Gallery
Ferguson Enterprises of Virginia, LLC
Ferguson.com
Ferguson Direct
Ferguson Facilities Supply (FEI)
Ferguson Heating & Cooling
Ferguson Hospitality Sales
Ferguson HVAC
Ferguson HVAC – Air Cold
Ferguson HVAC – EastWest Air
Ferguson HVAC – Lyon Conklin
Ferguson Integrated Services
Ferguson International
Ferguson Parts & Packaging
Ferguson Valve & Automation
Ferguson Waterworks

Entity Name
J&G Products
J.D. Daddario Company
Joseph G. Pollard Co.
Karl's Appliances
Kitchen Art
Lighting Design Center
Lighting Unlimited
Lincoln Products
Linwood Pipe and Supply
Louisiana Utilities Supply Company
LUSCO
McFarland Supply
Meyer Electric
Michigan Meter
Mission Valley Pipe
Mississippi Utility Supply Co. (MUSCO)
Moore Industrial Supply
Old Dominion Supply
PL Sourcing
Plumb Source
Plumbing Décor
Pollardwater
Powell Pipe & Supply Co.
Professional's Bath Source
PV Sullivan Supply
Ramapo Wholesalers
Rencor Controls
Robertson Supply
Renwes Sales
Reese Kitchen, Bath & Lighting Gallery
S.W. Anderson
SG Supply Co.
SOS Sales
Sunstate Meter & Supply
Tarpon Wholesale Supplies
The Kitchen Showcase
The Plumbing Source
The Stock Market
TPW Kitchen & Bath
Wallwork
Waterworks Industries
Webb Distributors

Ferguson Enterprises, LLC utilizes the following DBA names:

Current and Former dba Names and Disregarded Entities

Entity Name

Ferguson Waterworks - Municipal Pipe
Ferguson Waterworks - Red Hed
Ferguson Waterworks EPPCO
Ferguson Waterworks International
Galleria Bath & Kitchen Showplace
Grand Junction Pipe
Industrial Hub of the Carolinas
Innovative Soil Solutions

Entity Name

Westfield Lighting
Wolseley Financial Services
Wolseley Industrial Group
WPCC Forwarding
Wright Plumbing Supply

Updated 10/29/2021

BOA - Atlanta - 100286
FERG# (Main branch number) PO Box 100286 Atlanta, GA 30384-0286
OVERNIGHT - PKGS
Bank of America Lockbox Services FERG# (Main Branch Number) Lockbox # 100286 6000 Feldwood Road College Park, GA 30349

BOA - Boston - 417592
FERG# (Main branch number) PO Box 417592 Boston, MA 02241-7592
OVERNIGHT - PKGS
Bank of America Lockbox Services FERG# (Main Branch Number) LB# 417592 MA5-527-02-07 2 Morrissey Blvd. Dorchester, MA 02125

BOA - Dallas - 847411
FERG# (Main branch number) PO Box 847411 Dallas, TX 75284-7411
OVERNIGHT - PKGS
Bank of America Lockbox Services FERG# (Main branch number) Lockbox # 847411 1950 N Stemmons Frwy. Ste. 5010 Dallas, TX 75202

BOA - Los Angeles-740827
FERG# (Main branch number) PO BOX 740827 Los Angeles, CA 90074-0827
OVERNIGHT - PKGS
Bank of America Lockbox Services FERG# (Main branch number) Lockbox # 740827 2706 Media Center Drive Los Angeles, CA 90065

PNC - Chicago - 802817 Midwest
FERG# (Main branch number) PO Box 802817 Chicago, IL 60680-2817
OVERNIGHT - PKGS
PNC Bank Lockbox Services FERG# (Main branch number) Lockbox 802817 350 East Devon Avenue Itasca, IL 60143

PNC - Pittsburgh - 644054
FERG# (Main branch number) PO Box 644054 Pittsburgh, PA 15264-4054
Overnight Address
PNC Bank Lockbox Services FERG# (Main branch number) LB# 644054 Firstside Center 500 First Avenue Pittsburgh, PA 15219



To Whom It May Concern:

Effective March 31, 2019, Ferguson Enterprises, Inc. became Ferguson Enterprises, LLC (Ferguson). As a result of the name change, we would like to provide you with the most recent W-9 Form attached for your records.

This change for income tax purposes requires the corporate income tax from the LLC to be reported under the parent company, now Ferguson US Holdings Inc (FUSI). As a result of this change all federal documents, like W-9's and 1099s etc., are required to follow this rule and therefore, will show the parent company. At the time of the entity conversion Wolseley Investments Inc (WII) was Fergusons parent company. Because of this federal W-9 requirement it was determined that we should also change the parent company name to Ferguson US Holdings Inc. for consistency when providing W-9's to vendors. Effective May 2019, we changed the name of WII to Ferguson US Holdings.

Contracts and exemption certificates may still be under Ferguson Enterprises LLC since that is the company doing the business, however we are unable to provide a W-9 that shows Ferguson as the company on line 1 with the corresponding EIN. We can provide other backup from the IRS identifying Ferguson Enterprises LLC and its corresponding EIN of 54-1211771. Please find attached a copy of the IRS confirmation letter for Ferguson Enterprises LLC and its EIN. In addition, the W-9 does provide a section for disregarded entities & DBA's on line 2 which we have entered Ferguson Enterprises LLC to show the relationship.

If you have any questions, please feel free to contact me at jennifer.pabon@ferguson.com or 757-223-6893.

Regards,

Jennifer Pabon
Indirect Tax Manager
Ferguson Enterprises LLC

 **FERGUSON**

12500 Jefferson Avenue
Newport News, VA 23602
Phone (757) 874-7795



Department of the Treasury
Internal Revenue Service

OGDEN UT 84201-0046

In reply refer to: 0423488685
June 06, 2019 LTR 3064C 0 R
54-1211771 000000 00

00021942
BODC: LM

FERGUSON ENTERPRISES LLC
12500 JEFFERSON AVE
NEWPORT NEWS VA 23602-4314

026530

Taxpayer identification number: 54-1211771
0423488685

Dear Taxpayer:

Thank you for your correspondence dated April 5, 2019.

We have updated your account to reflect your state conversion. We have approved your election to be classified as a disregarded separate entity with an effective date of March 31, 2019.

If you need any forms, schedules, or publications mentioned in this letter, you can get them by visiting our website at www.irs.gov/formspubs or by calling toll-free at 800-TAX-FORM (800-829-3676).

If you have questions, you can call the Entity Dept. at 801-620-6449 between 12:01 a.m. and 11:59 p.m. MDT.

If you prefer, you can write to the address at the top of the first page of this letter.

When you write, include a copy of this letter, and provide your telephone number and the hours we can reach you in the spaces below.

Telephone number () _____ Hours _____

Keep a copy of this letter for your records.

Thank you for your cooperation.

0423488685
June 06, 2019 LTR 3064C 0 R
54-1211771 000000 00
00021943

FERGUSON ENTERPRISES LLC
12500 JEFFERSON AVE
NEWPORT NEWS VA 23602-4314

Sincerely yours,



Joe I. Jacquez
Entity Department Manager

Enclosures:
Copy of this letter

FERGUSON ENTERPRISES, LLC

SECRETARIAL CERTIFICATE

The undersigned Assistant Secretary of Ferguson Enterprises, LLC, a Virginia limited liability company (the "Company") with its principal place of business in Newport News, Virginia, hereby certifies that:

1. Pursuant to the terms of that certain Asset Purchase Agreement, dated as of October 25, 2021, by and among the Company, Sunstate Meter & Supply, Inc., a Florida corporation (the "Seller"), and certain other parties thereto, the Company purchased substantially all of the assets of the Seller effective as of October 25, 2021 (see attached Bill of Sale, Assignment & Assumption Agreement);
2. The Company will transact business from the Seller's former location in Florida under the assumed business name "Sunstate Meter & Supply"; and
3. The Company's Federal Employer Identification Number is 54-1211771.

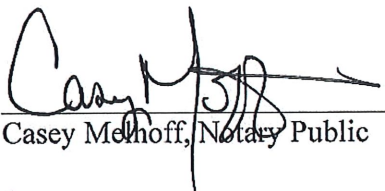
Dated: October 25, 2021

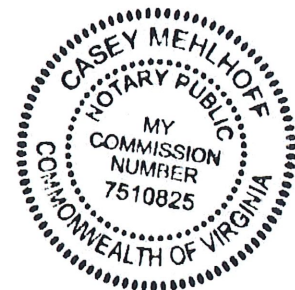
FERGUSON ENTERPRISES, LLC

By: 
Eric A. Gallo, Assistant Secretary

COMMONWEALTH OF VIRGINIA
CITY OF NEWPORT NEWS

Sworn to and subscribed before me, the undersigned Notary Public, this 25th day of October, 2021.


Casey Mehlhoff, Notary Public



My commission expires: July 31, 2022
Va. Notary ID: 7510825

BILL OF SALE, ASSIGNMENT & ASSUMPTION AGREEMENT

THIS **BILL OF SALE, ASSIGNMENT & ASSUMPTION AGREEMENT** is dated as of October 25, 2021 (this "Agreement") and entered into by and between Sunstate Meter & Supply, Inc., a Florida corporation (the "Seller"), and Ferguson Enterprises, LLC, a Virginia limited liability company (the "Purchaser"). Capitalized terms used but not defined herein shall have the meaning ascribed to such terms in the Asset Purchase Agreement (as defined hereafter).

Recitals

WHEREAS, pursuant to the terms of that certain Asset Purchase Agreement, dated as of the date hereof (the "Asset Purchase Agreement"), by and among the Seller, the Purchaser, Keith Ellenburg, Sonya Ellenburg Smith, and Karen Ellenburg Whittle, the Seller is selling, assigning, transferring, conveying and delivering to the Purchaser, and the Purchaser is acquiring and accepting from the Seller, all of the right, title and interest of the Seller in, to and under the Purchased Assets upon the terms and subject to the conditions of the Asset Purchase Agreement (the "Transfer");

WHEREAS, the Purchased Assets conveyed to the Purchaser include, without limitation, the following: (i) all inventory; (ii) all Accounts Receivable, together with the Seller's interest in all collateral and security agreements, if any, securing such Accounts Receivable and all guarantees, credit applications and indemnities, if any, associated with such Accounts Receivable; (iii) all Fixed Assets, excluding real property and computer equipment (except to the extent necessary to maintain and/or access computer files and electronic data that are Purchased Assets); (iv) all Assigned Contracts; (v) all prepaid items and security deposits; (vi) all Licenses used in or related to the Business; (vii) all Intellectual Property Rights; (viii) all office and warehouse supplies, displays, catalogs, packaging materials, customer lists, supplier lists, vendor files, personnel records, telephone numbers, facsimile numbers, cell phone numbers, credit files, forms, trade names (including the name "Sunstate Meter & Supply"), computer files and electronic data, electronic library, and proprietary information used in or related to the Business; (ix) all records relating to the Purchased Assets and the Business, including the Seller's records relating to purchases and sales of inventory, goods and services, customers and vendors, and all records relating to Liabilities assumed by the Purchaser, if any, pursuant to the Asset Purchase Agreement; (x) all vehicles and rolling stock identified on Exhibit A attached hereto; and (xi) all other intangible rights and properties related to or used in connection with the Business, including goodwill of the Business as a going concern;

WHEREAS, in connection with the Transfer, the Seller is assigning to Purchaser all rights and entitlements of the Seller pursuant to the Assigned Contracts, and Purchaser is assuming the Seller's Liabilities under the Assigned Contracts that are required to be performed on or after the Closing Date and are incurred in the ordinary course of business (other than Liabilities that relate to or arise from any failure to perform, improper performance, warranty or other breach, default or violation by Seller) (together with the Assigned Contracts, the "Assigned Rights and Liabilities");

WHEREAS, the Seller desires to deliver to the Purchaser such instruments of sale, assignment, transfer, conveyance and delivery as are required to vest in the Purchaser all of the Seller's right, title and interest in, to and under the Purchased Assets; and

WHEREAS, with respect to the Assigned Contracts, each of the parties hereto desires to consummate the assignment and assumption of the Assigned Rights and Liabilities, in each case, to the extent contemplated in the Asset Purchase Agreement.

NOW, THEREFORE, for good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, and pursuant to the Asset Purchase Agreement, the parties hereto hereby agree as follows:

Agreement

1. The Seller hereby sells, assigns, transfers, conveys and delivers to the Purchaser, free and clear of all Liens, all of the right, title and interest of the Seller in, to and under all of the Purchased Assets, including, without limitation, the Assigned Rights and Liabilities.

2. The Purchaser hereby assumes and agrees to discharge and pay when due in accordance with their terms the Assigned Rights and Liabilities.

3. Nothing in this Agreement shall be deemed to supersede, enlarge or modify any of the provisions of the Asset Purchase Agreement, all of which survive the execution and delivery of this Agreement as provided, and subject to the limitations set forth, in the Asset Purchase Agreement. If any conflict exists between the terms of this Agreement and the terms of the Asset Purchase Agreement, the terms of the Asset Purchase Agreement shall govern and control.

4. This Agreement shall be effective as of the Closing.

5. Nothing expressed or implied herein shall be construed to give any other Person any legal or equitable rights hereunder.

6. This Agreement may not be assigned by any party hereto without the prior written consent of the other parties; provided that, without such consent, the Purchaser may transfer or assign this Agreement, in whole or in part or from time to time, to one or more of its Affiliates, but no such transfer or assignment will relieve the Purchaser of its obligations hereunder. Subject to the foregoing, all of the terms and provisions of this Agreement shall inure to the benefit of and be binding upon the parties hereto and their respective executors, heirs, personal representatives, successors and assigns.

7. This Agreement shall be governed by and construed and enforced in accordance with the laws of the State of Florida without regard to the choice of law principles of any jurisdiction.

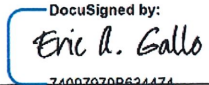
8. This Agreement may be executed in multiple original, facsimile or electronic counterparts (including via PDF), each of which will be deemed an original, but all of which when taken together shall constitute one and the same agreement.

[REMAINDER OF THIS PAGE INTENTIONALLY LEFT BLANK]

IN WITNESS WHEREOF, the undersigned have caused this Agreement to be duly executed as of the date first written above.

PURCHASER:

FERGUSON ENTERPRISES, LLC

By:  740070708634474
Name: Eric A. Gallo
Title: Authorized Signatory

SELLER:

SUNSTATE METER & SUPPLY, INC.

By: _____
Name: Keith Ellenburg
Title: President

IN WITNESS WHEREOF, the undersigned have caused this Agreement to be duly executed as of the date first written above.

PURCHASER:

FERGUSON ENTERPRISES, LLC

By: _____
Name: Eric A. Gallo
Title: Authorized Signatory

SELLER:

SUNSTATE METER & SUPPLY, INC.

By:  _____
Name: Keith Ellenburg
Title: President

EXHIBIT A

Vehicles and Rolling Stock

Year	Make	Model	VIN/S/N
2007	Yale	NR040DANS24TE091	A295N02570E
	Yale	GLP050VXEVS086	B875B11812E



CITY OF PORT ORANGE STANDARD CONTRACT FOR SERVICES

This Standard Contract for Services ("Contract") is entered into this 26 day of October, 2021, by and between the **CITY OF PORT ORANGE**, a Florida municipal corporation, whose principal address is 1000 City Center Circle, Port Orange, Florida 32129 (the "City"), and **SUNSTATE METER & SUPPLY, INC.** ("Contractor"), a Florida corporation whose principal address is 14001 West Newberry Road, Newberry, Florida 32669 ("Contractor"). The City and Contractor are collectively referred to herein as the ("Parties").

1. Provision of Services

- (a) The Contractor hereby agrees to provide Neptune Water Meters and related products for repair and replacement of existing meters and for new meter installations on future residential and commercial developments, and as more specifically described in Contractor's quote dated August 13, 2021, attached hereto as Exhibit "1," all of which may be referred to as the "Contract," and all of which are made a part hereof by reference shall constitute the formal written contract between the City and Contractor.

- (b) The time, manner and place for performance of such services shall be:

Term: Notwithstanding the date of execution, this Contract shall be effective on October 1, 2021 and shall continue for a period of one-year ("Term").

Renewals: This Contract may be renewed annually by the Parties upon mutual written agreement, contingent upon annual review and approval of sole source justification, City Manager approval, and subject to fiscal year budget appropriation.

Manner and Place: The work shall be performed in accordance with and in a manner as required by all current federal, state, county, fire, building and land development codes, laws, ordinances and regulations, and with applicable permits and licenses per the City Code of Ordinances.

Time and Essence: Contractor acknowledges that time is of the essence for this Contract.

Authorization for Services: This Contract standing alone does not authorize the purchase of any goods or services or require the City to place any orders for goods or service. Authorization for the purchase of goods or services from Contractor under this Contract shall be upon issuance of a written Purchase Order issued by the City and executed by the City Manager. The City reserves the right to contract with other parties for the goods and services contemplated by this Contract, as determined in the City's sole and absolute discretion.

2. City Obligations. In return for the services identified above, the City agrees to compensate the Contractor at the pricing set forth in periodic written quotes and purchase orders issued hereunder, subject to an amount not to exceed the appropriated budget per fiscal year. All payments shall be governed by the Local Government Prompt Payment Act as set forth in Sections 218.70 through 218.79, Florida Statutes, as amended.

3. Contract Administration. The Public Works and Utilities Director, Lynn Stevens, shall perform contract administration of this Contract. The City may change the contract administrator, from time to time and at any time, upon written notice to Contractor. For notice provisions, see the paragraph below entitled "Notice."

4. Liens. To the extent Contractor is fully paid, Contractor acknowledges that Contractor shall not be entitled to lien the City or other public property.

5. Termination for Convenience of the City

(a) The parties agree that the City may terminate this Contract, or any work or delivery required hereunder, from time to time either in whole or part, whenever the City Manager of Port Orange shall determine that such termination is in the best interest of the City.

(b) Termination, in whole or in part, shall be effected by delivery of a Notice of Termination signed by the City Manager or his designee, mailed or delivered to the Contractor, and specifically setting forth the effective date of termination.

(c) Upon receipt of such Notice, the Contractor shall:

- (i) cease any further deliveries or work due under this Contract, on the date, and to the extent, which may be specified in the Notice;
- (ii) place no further orders with any subcontractors except as may be necessary to perform that portion of this Contract not subject to the Notice;
- (iii) terminate all subcontracts except those made with respect to contract performance not subject to the Notice;
- (iv) settle all outstanding liabilities and claims which may arise out of such termination, with the ratification of the Finance Director of Port Orange; and
- (v) use best efforts to mitigate any damages which may be sustained by the Contractor as a consequence of termination under this clause.

(d) After complying with the provisions of subparagraph (c), above, the Contractor shall submit a termination claim, in no event later than six (6) months after the effective date of termination, unless one or more extensions of three (3) months each are granted by the Finance Director.

(e) The Finance Director, with the approval of the City Manager, shall pay from the using department's budget, reasonable costs of termination, including a reasonable amount for profit on supplies or services delivered or work completed. In no event shall this amount be greater than the original contract price, reduced by any payments made prior to Notice of Termination, and further reduced by the price of the supplies not delivered or the services not provided. This Contract shall be amended accordingly, and the Contractor shall be paid the agreed amount.

(f) In the event that the parties cannot agree on the whole amount to be paid to the Contractor by reason of termination under this clause, the Finance Director shall pay the Contractor the amounts determined as follows, without duplicating any amounts which may have already been paid under the preceding paragraph of this clause:

- (i) With respect to all Contract performance prior to the effective date of Notice of Termination, the total of:
 - (1) the cost of work performed or supplies delivered;
 - (2) the cost of settling and paying any reasonable claims as provided in paragraph (c) (iv), above;

- (3) a sum as profit on (a) determined by the Finance Director to be fair and reasonable.
- (ii) The total sum to be paid under (i) above shall not exceed the contract price, as further reduced by the contract price of work or supplies not terminated.

(g) In the event that the Contractor is not satisfied with any payments which the Finance Director shall determine to be due under this clause, the Contractor may appeal any claim to the City Council in accordance with Paragraph 23 of this contract concerning disputes.

6. Termination for Convenience for Subcontractors. In accordance with the termination for the convenience of the City provision of this contract, the Contractor shall include similar provisions in any subcontract, and shall specifically include a requirement that subcontractors make all reasonable efforts to mitigate damages which may be suffered. Failure to include such provisions shall bar the Contractor from any recovery from the City whatsoever of loss or damage sustained by a subcontractor as a consequence of termination for convenience.

7. Termination for Default. Either party may terminate this Contract, without further obligation, for the default of the other party or its agents or employees with respect to any agreement or provision contained herein. In the event of default by the contractor, the City reserves the right to procure the item(s) bid from other sources and holds the bidder responsible for excess costs incurred as a result. City Council may elect to refrain from doing business with the bidder as stipulated in City Code 2-276 Suspension and Disbarment.

8. Examination of Records

(a) The Contractor agrees that the City, or any duly authorized representative, shall, until the expiration of five (5) years after final payment hereunder, have access to and the right to examine and copy any pertinent books, documents, papers and records of the Contractor involving transactions related to this Contract.

(b) The Contractor further agrees to include in any subcontract for more than \$10,000 entered into as a result of this Contract, a provision to the effect that the subcontractor agrees that the City or any duly authorized representative shall, until the expiration of five (5) years after final payment under the subcontract, have access to and the right to examine and copy any pertinent books, documents, papers and records of such contractor involved in transactions related to such subcontract, or this Contract. The term subcontract as used herein shall exclude purchase orders for public utility services at rates established for uniform applicability to the general public.

(c) The period of access provided in subparagraphs (a) and (b) above for records, books, documents and papers which may relate to any arbitration, litigation, or the settlement of claims arising out of the performance of this contract or any subcontract shall continue until any appeals, arbitration, litigation or claims shall have been finally disposed of.

9. Public Records Compliance. Contractor shall comply with public records laws as set forth in Chapter 119, Florida Statutes, and shall specifically:

(a) Keep and maintain public records required by the City to perform the service.

(b) Upon request from the City's custodian of public records, provide the City with a copy of the requested record or allow the records to be inspected or copied within a reasonable time at a cost that does not exceed the cost provided in Section 119, Florida Statutes, or as otherwise provided by law.

(c) Ensure that public records that are exempt from public records disclosure requirements are not disclosed except as authorized by law for the duration of the Contract term and following completion of the Contract if the Contractor does not transfer the records to the City.

(d) Upon completion of the Contract, Contractor shall transfer to the City, at no cost, all public records in possession of the Contractor and destroy any duplicate public records that are exempt from public records disclosure requirements. 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.

If Contractor does not comply with a public records request, the City shall deem the non-compliance a breach of this Contract, and the Contractor may be subject to penalties under Section 119.0701, Florida Statutes.

CONTRACTOR QUESTIONS RELATING TO CONTRACTOR'S DUTIES TO PROVIDE PUBLIC RECORDS RELATING TO THIS CONTRACT MUST BE FORWARDED TO THE OFFICE OF THE CITY CLERK, CITY HALL, 1000 CITY CENTER CIRCLE, PORT ORANGE, FLORIDA 32129; TELEPHONE: (386) 506-5563; E-MAIL: CITYCLERK@PORT-ORANGE.ORG.

10. Termination for Non-Appropriation of Funds

(a) If funds are not appropriated for any succeeding fiscal years subsequent to the one in which this contract is entered into, for the purpose of this Contract, then the City may terminate this Contract upon thirty (30) days prior written notice to the Contractor. Should termination be accomplished in accordance with this Section, the City shall be liable only for payments due through the date of termination.

(b) The City agrees that should it terminate in accordance with this Section, it shall not obtain services which are substantially equal to or similar to those for which this contract was entered into. This provision shall survive any termination of the Contract.

11. Insurance. Contractor shall maintain insurance, as required herein, during the life of this Contract. Contractor shall provide to the City, a certificate of insurance endorsing the City of Port Orange as an additional named insured. All insurance coverages of the Contractor shall be primary and non-contributory. All insurance coverages of the Contractor shall not seek contribution from any other insurance or self-insurance available to the City. For workers' compensation coverage, the Contractor's insurance certificate shall include the insurer's waiver of subrogation in lieu of endorsing the City as an additional insured for workers' compensation. The City shall not accept Workers' Compensation Exemptions. Contractor may use leased employees if the Contractor ensures that all workers who access the jobsite are employees covered by the employee leasing company, and no non-employees are permitted to access the jobsite. Any Contractor using a leased employee shall complete the City's Leased Employee Affidavit Form Exhibit. Policies for Workers' Compensation may be issued by companies authorized as a group self-insurer by F.S. 440.572.

Policies other than Workers' Compensation shall be issued by insurers licensed and/or duly authorized under Florida Law to do business in the State of Florida and all insuring companies are required to have a minimum rating of "A-" in the "Best Key Rating Guide" published by A.M. Best & Company, Inc. Contractor shall not commence work under this Contract until the City has received a certificate or certificates of insurance with endorsement evidencing the required insurance. Insurer shall provide the City written notice of cancellation, nonrenewal or any other changes in coverage no later than thirty (30) days prior to the effective date of the change and shall provide notice to the City no later than 10 days after non-payment. The Certificates of Insurance and required insurance policies shall contain provisions that thirty (30) days prior written notice shall be given to the City of any cancellation, intent not to renew, or reduction in the policies or coverages.

Contractor shall require and ensure each of its subcontractors to maintain, until the completion of the subcontractor's work, insurance of the types and to the limits set forth herein. All insurance coverages shall be primary and non-contributory. All insurance coverages of the subcontractors shall not seek contribution from any other insurance or self-insurance available to the City. The Contractor is responsible for ensuring that its subcontractors

maintain the required coverage. Failure of the Contractor to ensure the subcontractors maintain the required coverage, shall not relieve the Contractor of any contractual responsibility, obligation or liability.

The City reserves the right to increase insurance coverage as determined for higher risk contracts.

The acceptance by the City of any Certificate of Insurance does not constitute approval or agreement by the City that the insurance requirements have been satisfied or that the insurance policy shown on the Certificate of Insurance is in compliance with this Contract and does not waive the insurance required by this Contract.

Should at any time the Contractor or subcontractors not maintain the insurance coverages required herein, the City may terminate the Contract or at its sole discretion shall be authorized to purchase such coverages and charge the Contractor for such coverages purchased. The City shall be under no obligation to purchase such insurance, nor shall it be responsible for the coverages purchased or the insurance company or companies used. The decision of the City to purchase such insurance coverages shall in no way be construed to be a waiver of any of its rights under the Contract.

Standard Insurance Requirements			
	Insurance	Standards	Additional Requirements
☐	Workers' Compensation The Contractor shall maintain coverage for its employees with statutory workers' compensation limits, and no less than the limits indicated in the Schedule of Limits for Employers' Liability. Said coverage shall include a waiver of subrogation in favor of the City. The City will not accept elective exemptions. Any contractor using an employee leasing company shall complete the Leased Employee Affidavit Form Exhibit.	<u>Contract Amount</u> Up to \$10 million \$10 - \$20 million Contracts over \$20 million To Be Determined by the City.	<u>Limits</u> Statutory/\$500,000 Statutory/\$1,000,000 ☐ If Contract requires work on or about navigable waters, Longshoreman's and Harbor Workers' Coverage required. ☐ If vessels involved, Jones Act coverage with limits of \$500,000 required.
☐	Comprehensive General Liability (including Completed Operations and Contractual Liability)	<u>Limits:</u> Combined Single Limit Bodily Injury and Property damage \$1,000,000 occurrence \$1,000,000 aggregate	☐ When work is on or under Railroad rights of way or properties, the Contractor shall take out and maintain during the life of the Contract, Railroad protective liability and property damage insurance in amounts as requested by the Railroad.
☐	Comprehensive Business, Automobile Liability to include all owned, hired and non-owned automobiles.	<u>Limits:</u> Auto Liability Bodily Injury and Property Damage: \$1,000,000 each occurrence \$1,000,000 aggregate	
Additional Insurance Requirements			

☐	Property Insurance Builders Risk. <u>Additional Coverage:</u>	Limits: Buildings - Completed value of Contract. "All Risk" coverage on latest ISO for or its equivalent. Permission granted to occupy. Owner named as insured AIMA	If Agreement requires handling or installation of Owner's equipment, coverage should be furnished on "All Risk" form, including transit and Owner shall be named.
☐	Professional Liability	Limits: Coverage - \$1,000,000	
☐	Installation Floater (IT)	Limits: Coverage - \$ <u>To be determined.</u>	
☐	Contractor Pollution Liability	Limits: Coverage - \$1,000,000	
☐	Errors and Omissions	Limits: Coverage - \$1,000,000	
☐	Umbrella Policy	Limits: Coverage - \$ <u>To be determined.</u>	
☐	Payment and Performance Bond Required	Limits: Coverage - Equal to amount of Contract.	
☐	City Manager waives Payment and Performance Bond for work under \$25,000.00.		
☒	Unless otherwise required by law, City Manager waives Insurance for FOB goods.		

12. A Contract for the purchase of supplies shall be governed by the City of Port Orange Code of Ordinances, as amended, and such supplies shall be deemed "goods," as defined therein.

13. Assignability of Contract. Neither this contract, nor any part hereof, may be assigned by the Contractor to any other party without the express written approval of the City Council.

14. Modifications or Changes to this Contract

(a) Change Orders. The Department Head, with the concurrence of the City's signatory as required by the City's Purchasing Policy, shall without notice to any sureties, have the authority to order changes in this Contract which affect the cost or time of performance. Such changes shall be ordered in writing specifically designated to be a change order. Such orders shall be limited to reasonable changes in the services to be performed or the time of the performance. The City will not be held liable for any changes which have not been properly authorized and approved in accordance with this Contract.

(b) If any change under this clause causes an increase or decrease in Contractor's cost of, or time required for the performance of the work hereunder, Contractor shall receive an equitable adjustment in accordance with subparagraph (d), which shall include all compensation to the Contractor, or the City, of any kind in connection with such change, including all costs and damages related to or incidental to such change.

(c) Contractor need not perform any work described in any change order unless it has received a certification from the City that there are funds budgeted and appropriated sufficient to cover the cost of such changes.

(d) No claim for changes ordered hereunder shall be considered if made after final payment in accordance with the Contract.

15. Sovereign Immunity. The City expressly retains all rights, benefits and immunities of sovereign immunity in accordance with Section 768.28, Florida Statutes. Notwithstanding anything set forth in any section of this Contract to the contrary, nothing in this Contract shall be deemed as a waiver of immunity or limits of liability of the City beyond any statutory limited waiver of immunity or limits of liability which may have been adopted by the Florida Legislature or may be adopted by the Florida Legislature and the cap on the amount and liability of the City for damages regardless of the number or nature of claims in tort or equity shall not exceed the dollar amount set by the legislature for tort. Nothing in this Contract shall inure to the benefit of any third party for the purpose of allowing any claim against the City which would otherwise be barred under the Doctrine of Sovereign Immunity or operation of law.

16. Warranties. Contractor warrants that (1) the supplies to be provided to the City pursuant to this Contract are fit and sufficient for the purpose intended; (2) the supplies are merchantable, of good quality, and free from defects, whether patent or latent, in material or workmanship, and (3) the supplies sold to the City pursuant to this Contract conform to the standards required by this Contract.

Contractor further warrants that Contractor has title to the supplies provided, and that the supplies are free and clear of all liens encumbrances, and security interests. All warranties made in this Contract, together with service warranties and guarantees, shall run to the City and its successors and assigns.

17. Additional Warranties. Contractor further expressly warrants that materials and workmanship are warranted from defect for a one-year period. This is a minimum acceptable warranty.

18. Inspection

(a) All supplies (which term throughout this clause includes without limitation raw materials, components, intermediate assemblies, and their products) shall be subject to inspection and test by the City, to the extent practicable at all times and places including the place of manufacturer, and in any event prior to acceptance.

(b) In the event any supplies or lots of supplies are defective in material or workmanship, or otherwise not in conformity with the requirements of this Contract, the City shall have the right either to reject them (with or without instructions as to their disposition) or to require their correction. Supplies or lots of supplies which have been rejected or required to be corrected shall be removed or, if permitted or required by the Finance Director, corrected in place by and at the expense of Contractor promptly after notice, and shall not thereafter be tendered for acceptance unless the former rejection or requirement of correction is disclosed. If Contractor fails promptly to remove such supplies or lots of supplies which are required to be removed or promptly to replace or correct such supplies or lots of supplies, the City may either (i) by contract or otherwise replace or correct such supplies and charge Contractor the cost for such replacement or correction; or (ii) may terminate this Contract for default as provided in the clause of this Contract entitled "Termination for Default." Unless Contractor corrects or replaces such supplies within the delivery schedule, the Finance Director may require the delivery of such supplies at a reduction in price, which is equitable under the circumstances. Acceptance or rejection of the supplies shall be made as promptly as practicable after delivery, except as otherwise provided in this Contract. Failure to inspect and accept or reject supplies shall neither relieve Contractor from responsibility for such supplies as are not in accordance with the Contract requirements nor impose liability on the City therefor.

(c) The inspection and test by the City of any supplies or lots thereof does not relieve Contractor from any responsibility regarding defects or other failures to meet the Contract requirements, which may be discovered prior to acceptance. Except as otherwise provided in this Contract, acceptance shall be conclusive except as regards latent defects, fraud, or such gross mistakes as amount to fraud.

19. Liability for Loss or Damage.

(a) Contractor shall be liable for any actual and direct loss of, or damage to, City property caused by the negligence, recklessness, or intended wrongful misconduct of Contractor, his/its agents, servants and employees and shall indemnify and save the City harmless against all actions, proceedings, claims, demands, costs, damages and expenses, including reasonable attorney's fees, by reason of any suit or action brought for any actual or alleged injury to or death of any person or damage to property other than City property, resulting from the neglect or reckless performance of the Contract by Contractor, his/its agents, servants and employees. Contractor shall submit a full written report to the Finance Director within twenty-four (24) hours following the occurrence of such damage, loss or injury.

(b) To the fullest extent permitted by law, in addition to the express duty to indemnify City, Contractor expressly undertakes a duty to defend City as a separate duty, to the extent of its duty to indemnify. The duty to defend agreed to by Contractor hereby expressly include all costs of litigation, attorney's fees, settlement costs and reasonable expenses in connection with the litigation, to the extent of Contractor's indemnity obligation.

20. Non-discrimination. During the performance of this Contract, Contractor agrees as follows:

(a) Contractor will not discriminate against any employee or applicant for employment because of race, religion, color, sex, disability, marital status, age or national origin, except where such is a bona-fide occupational qualification reasonably necessary to the normal operation of Contractor. Contractor agrees to post in conspicuous places, available to employees and applicants for employment, notices setting forth the provisions of this non-discrimination clause. Contractor agrees and fully supports and complies with the Americans with Disabilities Act of 1990.

(b) Contractor shall state in all solicitations or advertisements for employees placed by or on behalf of Contractor that Contractor is an equal opportunity employer.

(c) Notices, advertisements and solicitations placed in accordance with federal law, rule or regulation shall be deemed sufficient compliance with this provision. Contractor shall include the provisions of the foregoing subparagraphs (a), (b), and (c) in every subcontract or purchase order of over \$10,000 so that the provisions will be binding upon each subcontractor or vendor.

21. Disputes. The City Manager, who shall reduce his decision to writing and mail or otherwise furnish a copy thereof to Contractor, shall decide disputes with respect to this Agreement. The decision by the City Manager shall be final and binding unless, within ten (10) business days from the date of delivery of the decision of the City Manager, appeal is made to the City Council in writing and delivered to the City Clerk, Robin L. Fenwick, MMC. The decision of the City Council shall be final and binding unless set aside by a court of competent jurisdiction as fraudulent, capricious, arbitrary, or so grossly erroneous as necessary to imply bad faith, or not to be supported by any evidence.

22. Force Majeure. Neither party shall be liable for any delay in performance or failure to perform any obligation hereunder if, and to the extent that, such failure or delay is caused by an event of Force Majeure. Force Majeure shall mean any act, event or condition that is beyond the party's reasonable control, that materially and adversely affects the party's ability to perform its obligations hereunder, and that is not the result of the party's willful neglect, error, omission or failure to exercise reasonable due diligence.

23. Controlling Law. **THIS AGREEMENT CONTAINS IMPORTANT MATTERS AFFECTING LEGAL RIGHTS AND IS ACCEPTED AND ENTERED INTO IN FLORIDA AND ANY QUESTION REGARDING ITS VALIDITY, CONSTRUCTION, ENFORCEMENT, OR PERFORMANCE SHALL BE GOVERNED BY FLORIDA LAW. ANY LEGAL PROCEEDING ARISING FROM OR IN ANY WAY REGARDING THE AGREEMENT SHALL HAVE ITS VENUE LOCATED EXCLUSIVELY IN THE CIRCUIT COURT OF VOLUSIA COUNTY, FLORIDA, AND THE PARTIES HEREBY EXPRESSLY CONSENT AND SUBMIT THEMSELVES TO THE PERSONAL JURISDICTION AND VENUE OF THE COURT.**

24. Additional Provisions. This Contract includes all additional provisions as may have been outlined in written quotes and purchase orders and any attachments or exhibits to this Contract whether delivered herewith or subsequently approved as a part hereof, such as drawings or technical specifications prepared in the performance of this work. In the event of a conflict between any attachments or exhibits to this Contract, and this Contract, the language of this Contract shall control. Any additional terms and conditions added to periodic quotes and purchase orders issued under this Contract are hereby rejected.

25. Integration. This Contract and the documents incorporated herein by reference shall constitute the whole agreement between the parties. There are no promises, terms, conditions, or obligations other than those contained herein, and this Contract shall supersede all previous communications, representations, or agreements, written or verbal, between the parties hereto.

26. Notice. For purposes of this agreement, notices shall be sent as follows:

City: City of Port Orange
Attention: City Manager
1000 City Center Circle
Port Orange, Florida 32129
(386) 506-5501

Copy to: City of Port Orange
Attention: Lynn Stevens, Public Works and Utilities Director
1000 City Center Circle
Port Orange, Florida 32129
(386) 506-5575

Contractor: Sunstate Meter & Supply, Inc.
Attention: Alvin Keith Ellenburg, President
14001 West Newberry Road
Newberry, Florida 32669
(352) 332-17106 – Telephone
keith@sunstatemeter.com

Any notice or other communication given under the Contract will be in writing and delivered by hand, sent by facsimile (provided acknowledgement of receipt thereof is delivered to the sender), sent by certified, registered mail, or sent by any nationally recognized overnight courier service to the addresses provided herein. The parties may, from time to time and at any time, change their respective addresses and each will have the right to specify as its address any other address by at least 10 days written notice to the other party.

27. Contract Construction

This Agreement may be executed in one or more counterparts, each of which shall be deemed to be an original but all of which together shall constitute one and the same instrument. The delivery by facsimile or e-mail of an executed copy of this Agreement shall be deemed valid as if an original signature was delivered. No contract shall be formed between Contractor and the City until the City signs this Agreement.

28. Authority to Sign. Each person signing this Agreement warrants that he or she is duly authorized to do so and to bind the respective party to the Agreement.

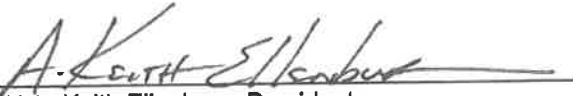
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Witnesses:

SUNSTATE METER & SUPPLY, INC.


Printed Name: Sonya Smith


Printed Name: William R. McNamee

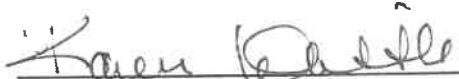
By: 
Alvin Keith Ellenburg, President

If this Contract is signed by an individual not identified as officer or authorized person of the entity in the records of the Florida Department of State, Division of Corporations, please provide written authorization for that individual to enter into contracts on behalf of the entity.

Date: 10/14/2021

STATE OF FLORIDA
COUNTY OF ALACHUA

The foregoing instrument was acknowledged before me by means of ___ physical presence or ___ online notarization, this 14 day of Oct, 2021, by Alvin Keith Ellenburg, as President of Sunstate Meter & Supply, Inc., a Florida corporation. He ☒ personally known or ___ produced ___ as identification.


Notary Public, State of Florida
Printed, typed or stamped name, commission and expiration:



Witnesses:

CITY OF PORT ORANGE

Cynthia K Betts
Printed Name: Cynthia K. Betts

By: [Signature]
Wayne Clark, City Manager

Lorie Harris
Printed Name: Lorie Harris

Date: 10/26/2021

STATE OF FLORIDA
COUNTY OF VOLUSIA

The foregoing instrument was acknowledged before me by means of ✓ physical presence or online notarization, this 26 day of October, 2021, by Wayne Clark, as City Manager of the City of Port Orange, a Florida municipal corporation, on behalf of the city. He is ✓ personally known or produced as identification.



LORIE HARRIS
Commission # HH 140839
Expires June 10, 2025
Bonded Thru Budget Notary Services

Lorie Harris

Notary Public, State of Florida
Printed, typed or stamped name, commission and expiration:

Witnesses:

ATTEST:

Cynthia K Betts
Printed Name: Cynthia K. Betts

By: [Signature]
Robin L. Fenwick, MMC, City Clerk

Lorie Harris
Printed Name: Lorie Harris

Date: 10/26/2021

STATE OF FLORIDA
COUNTY OF VOLUSIA

The foregoing instrument was acknowledged before me, by means of ✓ physical presence or online notarization, this 26 day of October, 2021, by Robin L. Fenwick, as City Clerk of the City of Port Orange, a Florida municipal corporation, on behalf of the city. She is ✓ personally known or produced as identification.



LORIE HARRIS
Commission # HH 140839
Expires June 10, 2025
Bonded Thru Budget Notary Services

Lorie Harris

Notary Public, State of Florida
Printed, typed or stamped name, commission and expiration:



City of Port Orange Public Works & Utilities Department

TO: Wayne Clark, City Manager

THRU: Lynn Stevens, Public Works & Utilities Director
Steve Parnell, Deputy Director of Public Utilities

FROM: Julia Wiggins, Public Works & Utilities Business Manager

DATE: January 14, 2022

SUBJECT: Ferguson Enterprises, LLC & Sunstate Meter & Supply, Inc
Contract Reassignment to Standard Contract for Services CA7687

REQUEST:

The Public Works & Utilities Department is requesting Council to approve a contract reassignment for the Standard Contract for Services to Sunstate Meter and Supply issued on October 26, 2021 for the purchase Neptune Water Meters and related products for repairs and replacement of existing meters, and new meter installations be reassigned to Ferguson Enterprises, LLC. The contract spending authorization is based on appropriated budget approved by Council.

PURPOSE:

The purpose of this request is to resign the Standard Contract for Services CA7687 to purchase Neptune Water meters and related products.

CONSIDERATION:

On October 26, 2021, the City entered into a Standard Contract for Services (CA7687) with Sunstate Meter & Supply, Inc. for the purchase of Neptune Water Meters and related products for repairs and replacement of existing meters and for new meter installation.

In November 2021, the City was received notification from Sunstate Meter & Supply notifying customers that they have sold the business to Ferguson Enterprises, LLC.

The Public Works & Utilities Department is requesting the Standard Contract for Services (CA7687) be reassigned to Ferguson Enterprises, LLC. There are no additional changes that will be required at this time.

FUNDING:

None

RECOMMENDATION:

The Public Utilities and Works Department recommends Council approve a contract reassignment for the Standard Contract for Services from Sunstate Meter and Supply Inc. to Ferguson Enterprises, LLC.

ANTICIPATED SCHEDULE:

- a.) CivicClerk Entry: January 18, 2022
- b.) Council Approval: March 1, 2022

ATTACHMENTS:

- a.) Executed Sunstate Meter & Supply Standard Contract for Services CA7687
- b.) Change of Ownership Letter from Sunstate Meter dated 10/25/2021
- c.) Ferguson Enterprises, LLC Secretarial Certificate
- d.) Ferguson Enterprises, LLC W9



CITY COUNCIL AGENDA ITEM

COUNCIL MEETING DATE 3/1/2022

SUBJECT: (C8b) Approval of Renewal Agreement for Westlaw Services

DEPARTMENT: City Attorney

GOAL: 6 - Organizational Excellence

RECOMMENDED MOTION: Move to approve the 3-year service agreement with Westlaw and authorize the City Attorney to execute the same.

SUMMARY: Westlaw is the legal resource database used by the City Attorney's Office to conduct legal research. This agreement is for a 3-year service agreement extension with a 1% price increase each year.

PRESENTER: Matthew Jones

ATTACHMENTS:

1.	Port Orange City Attorney - Westlaw Order Form	Port Orange City Attorney - Westlaw Order Form.pdf
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Yvonne Diaz	Created/Initiated - 2/7/2022
Matthew Jones	Approved - 2/8/2022
Robin Burris	Approved - 2/8/2022
Linda Truitt	Approved - 2/10/2022
Matthew Jones	Approved - 2/14/2022
Wayne Clark	Approved - 2/15/2022
Robin Fenwick	Final Approval - 2/15/2022



Order Form

Order ID: Q-02440789

Contact your representative kirsten.stewart@thomsonreuters.com with any questions. Thank you.

Sold To Account Address

Account #: 1000607337
PORT ORANGE CITY ATTORNEY
CITY HALL
1000 CITY CENTER CIR
PORT ORANGE FL 32129-4144 US

"Customer"

Shipping Address

Account #: 1000607337
PORT ORANGE CITY ATTORNEY
CITY HALL
1000 CITY CENTER CIR
PORT ORANGE FL 32129-4144 US

Billing Address

Account #: 1000607337
PORT ORANGE CITY ATTORNEY
CITY HALL
1000 CITY CENTER CIR
PORT ORANGE, FL 32129-4144
US

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Renewal Order Governing Agreement. Access to any new or renewal products set forth in this Order Form is governed by the same terms and conditions as your previous order form that contained the product(s) you are renewing

Renewal Products

Material #	Renewed Product	Agreement #	Deal ID #	Monthly Charges in effect prior to Renewal Effective Date	Monthly Charges for Initial Renewal Year	Renewal Effective Date	Renewal Term (Months)
40757482	West Proflex	0000173039		\$894.63	\$903.58	4/1/2022	36

Renewal Terms

Renewal Term Monthly Charges will be based on the Monthly Charges in effect at the end of the month before the Renewal Term starts. Renewal Term Monthly Charges begin at the end of your Minimum Term or current Renewal Term. The Renewal Term will continue for the number of complete calendar months identified in the Renewal Term column above. You are also responsible for all Excluded Charges as defined below. If your Minimum Term is longer than 12 months, then your Monthly Charges for each year of the Minimum Term are displayed in the Attachment to the Order Form

Post Renewal Terms

At the end of the Renewal Term, your Monthly Charges will increase by 7%. Thereafter, the Monthly Charges will increase 7% every 12 months unless we notify you of a different rate at least 90 days before the annual increase. You are also responsible for all Excluded Charges as defined below. Either of us may cancel the Post-Minimum Term subscription by sending at least 60 days written notice. Send your notice of cancellation to Customer Service, 610 Opperman Drive, P.O. Box 64833, Eagan, MN 55123-1803.

Federal Government Subscribers Optional Minimum Term. Federal government subscribers that chose a multi-year term, may exercise the option to implement those additional years pursuant to federal law.

Miscellaneous

Applicable Law. If you are a state or local governmental entity, your state's law will apply and any claim may be brought in the state or federal courts located in your state. If you are a non-governmental entity, this Order Form will be interpreted under Minnesota state law and any claim by one of us may be brought in the state or federal courts in Minnesota. If you are a United States Federal Government Customer, United States federal law will apply and any claim may be brought in any federal court.

Charges, Payments & Taxes. You agree to pay all charges in full within 30 days of the date of invoice. You are responsible for any applicable sales, use, value added tax (VAT), etc. unless you are tax exempt. If you are a non-government customer and fail to pay your invoiced charges, you are responsible for collection costs including attorneys' fees.

Excluded Charges And Schedule A Rates. If you access products or services that are not included in your subscription you will be charged our then-current rate ("Excluded Charges"). Excluded Charges will be invoiced and due with your next payment. For your reference, the current Excluded Charges schedules are located in the below link. Excluded Charges may change from time-to-time upon 30 days written or online notice. We may, at our option, make certain products and services Excluded Charges if we are contractually bound or otherwise required to do so by a third party provider or if products or services are enhanced or if new products or services are released after the effective date of this ordering document. Modification of Excluded Charges or Schedule A rates is not a basis for termination under paragraph 10 of the General Terms and Conditions.

eBilling Contact. All invoices for this account will be emailed to your e-Billing Contact(s) unless you have notified us that you would like to be exempt from e-Billing.

Credit Verification. If you are applying for credit as an individual, we may request a consumer credit report to determine your creditworthiness. If we obtain a consumer credit report, you may request the name, address and telephone number of the agency that supplied the credit report. If you are applying for credit on behalf of a business, we may request a current business financial statement from you to consider your request.

Returns and Refunds. You may return a print product to us within 45 days of the original shipment date if you are not completely satisfied. Please see <http://static.legalsolutions.thomsonreuters.com/static/returns-refunds.pdf> or contact Customer Service at 1-800-328-4880 for additional details regarding our policies on returns and refunds.

Product Specific Terms. The following products have specific terms which are incorporated by reference and made part of this Order Form if they apply to your order. They can be found at <https://static.legalsolutions.thomsonreuters.com/static/ThomsonReuters-General-Terms-Conditions-PST.pdf>. If the product is not part of your order, the product specific terms do not apply. If there is a conflict between product specific terms and the Order Form, the product specific terms control.

- Campus Research
- Contract Express
- Hosted Practice Solutions
- ProView eBooks
- Time and Billing
- West km Software
- West LegalEdcenter
- Westlaw
- Westlaw Doc & Form Builder
- Westlaw Paralegal
- Westlaw Patron Access
- Westlaw Public Records

Amended Terms and Conditions

Government Non Availability of Funds for Online, Practice Solutions or Software Products

You may cancel a product or service with at least 60 days written notice if you do not receive sufficient appropriation of funds. Your notice must include an official document,(e.g., executive order, an officially printed budget or other official government communication) certifying the non-availability of funds. You will be invoiced for all charges incurred up to the effective date of the cancellation.

Acknowledgement: Order ID: Q-02440789

Signature of Authorized Representative for order

Title

Printed Name

Date

This Order Form will expire and will not be accepted after 4/8/2022.

 THOMSON REUTERS™

Attachment

Order ID: Q-02440789

Contact your representative kirsten.stewart@thomsonreuters.com with any questions.
Thank you.

Payment, Shipping, and Contact Information

Payment Method:
Payment Method: Bill to Account
Account Number: 1000607337

Shipping Information:
Shipping Method: Ground Shipping - U.S. Only

Order Confirmation Contact (#28)
Contact Name: Jones, Matthew
Email: mjones@port-orange.org

eBilling Contact
Contact Name Yvonne Diaz
Email ydiaz@port-orange.org

Account Contacts

Account Contact First Name	Account Contact Last Name	Account Contact Email Address	Account Contact Customer Type Description

Charges During Renewal Term

Material #	Product Name	Year 1 Monthly Charges	% incr Yr 1-2	Year 2 Monthly Charges	% incr Yr 2-3	Year 3 Monthly Charges	% incr Yr 3-4	Year 4 Monthly Charges	% incr Yr 4-5	Year 5 Monthly Charges
40757482	West Proflex	\$903.58	1.00%	\$912.62	1.00%	\$921.75	N/A	N/A	N/A	N/A

Pricing is displayed only for the years included in the Renewal Term. Years without pricing in above grid are not included in the Renewal Term. Refer to your Order Form for the Post Renewal Term pricing.



CITY COUNCIL AGENDA ITEM

COUNCIL MEETING DATE 3/1/2022

SUBJECT: (C8c) Approval of Adoption Agreement for Mission Square Money Purchase Plan 401a - 108525

DEPARTMENT: Administrative Services

GOAL: 5 - Fiscal Sustainability

RECOMMENDED MOTION: Move to approve the Money Purchase Plan Adoption Agreement for 401a Plan 108525.

SUMMARY: In 2021, the City entered into an Administrative Services Agreement with ICMA Retirement Corporation for the administration of the City's 401 and 457 retirement plans. Subsequently, ICMA-RC has rebranded to become Mission Square Retirement. This Administrative Services Agreement is in effect for 5 years from the date of execution and has an exclusivity clause between the City and Mission Square Retirement. As part of their responsibilities, Mission Square Retirement will notify the City when the individual retirement Adoption Agreements for each plan are due for renewal per the IRS regulations, which is every six years, to ensure our plan is kept up to date with legislative and regulatory changes. The Adoption Agreement for the City Manager's 401a Plan 108525 has not been updated since it's original inception and is now due for renewal. There are no substantive changes to the provisions offered under this retirement agreement.

PRESENTER: Heather Carrizales

ATTACHMENTS:

1.	New Adoption Agreement CITY OF PORT ORANGE 108525 w SB revisions	New Adoption Agreement CITY OF PORT ORANGE 108525 w SB revisions.pdf
2.	Current MPP Adoption Agreement 2015	Current MPP Adoption Agreement 2015.pdf
3.	Instructions Mission Square Retirement - 401 Restatement	Instructions Mission Square Retirement - 401 Restatement.pdf

Heather Carrizales
Heather Carrizales

Created/Initiated - 12/30/2021
Approved - 12/30/2021

Linda Truitt	Approved - 1/3/2022
Robin Hayes	Approved - 1/25/2022
Matthew Jones	Approved - 2/18/2022
Wayne Clark	Approved - 2/18/2022
Robin Fenwick	Final Approval - 2/22/2022

ICMA Retirement Corporation
doing business as

MissionSquare Retirement Governmental Money Purchase Plan Adoption Agreement

MissionSquare
RETIREMENT



MissionSquare Retirement Governmental Money Purchase Plan Adoption Agreement

Plan Number: 108525

The Employer hereby establishes a Money Purchase Plan to be known as CITY OF PORT ORANGE
(the "Plan") in the form of the MissionSquare Retirement Governmental Money Purchase Plan.

New Plan or Amendment and Restatement (Check One):

☒ Amendment and Restatement

This Plan is an amendment and restatement of an existing defined contribution Money Purchase Plan. Please specify the name of the defined contribution Money Purchase Plan which this Plan hereby amends and restates:

NEW CITY MANAGER 401(a)

Effective Date of Restatement. The effective date of the Plan shall be:

(Note: The effective date can be no earlier than the first day of the Plan Year in which this restatement is adopted. If no date is provided, by default, the effective date will be the first day of the Plan Year in which the restatement is adopted.)

☐ New Plan

Effective Date of New Plan. The effective date of the Plan shall be the first day of the Plan Year during which the Employer adopts the Plan, unless an alternate effective date is hereby specified: _____

(Note: An alternate effective date can be no earlier than the first day of the Plan Year in which the Plan is adopted.)

I. EMPLOYER: CITY OF PORT ORANGE

(The Employer must be a governmental entity under Internal Revenue Code § 414(d))

II. SPECIAL EFFECTIVE DATES

Please note here any elections in the Adoption Agreement with an effective date that is different from that noted above.

(Note provision and effective date.)

III. PLAN YEAR

The Plan Year will be:

☒ January 1 – December 31 (**Default**)

☐ The 12 month period ending _____
Month Day

IV. Normal Retirement Age shall be age 55 (not less than 55 nor in excess of 65).

Important Note to Employers: Normal Retirement Age is significant for determining the earliest date at which the Plan may allow for in-service distributions. Normal Retirement Age also defines the latest date at which a Participant must have a fully vested right to his/her Account. There are IRS rules that limit the age that may be specified as the Plan's Normal Retirement Age. The Normal Retirement Age cannot be earlier than what is reasonably representative of the typical retirement age for the industry in which the covered workforce is employed.

In 2016, the Internal Revenue Service proposed regulations that would provide rules for determining whether a governmental pension plan's normal retirement age satisfies the Internal Revenue Code's qualification requirements. A normal retirement age that is age 62 or later is deemed to be not earlier than the earliest age that is reasonably representative of the typical retirement age for the industry in which the covered workforce is employed. Whether an age below 62 satisfies this requirement depends on the facts and circumstances, but an Employer's good faith, reasonable determination will generally be given deference. A special rule, however, says that a normal retirement age that is age 50 or later is deemed to be not earlier than the earliest age that is reasonably representative of the typical retirement age for the industry in which the covered workforce is employed if the participants to which this normal retirement age applies are qualified public safety employees (within the meaning of section 72(t)(10)(B)). These regulations are proposed to be effective for employees hired during plan years beginning on or after the later of: (1) January 1, 2017; or (2) the close of the first regular legislative session of the legislative body with the authority to amend the plan that begins on or after the date that is 3 months after the final regulations are published in the Federal Register. In the meantime, however, governmental plan sponsors may rely on these proposed regulations.

In lieu of age-based Normal Retirement Age, the Plan shall use the following age and service-based Normal Retirement Age _____

Important Note to Employers: Before using a Normal Retirement Age based on age and service, a plan sponsor should review the proposed regulations (81 Fed. Reg. 4599 (Jan. 27, 2016)) and consult counsel.

V. COVERED EMPLOYMENT CLASSIFICATIONS

1. The following group or groups of Employees are eligible to participate in the Plan:

- ☐ All Employees
- ☐ All Full Time Employees
- ☐ Salaried Employees
- ☐ Non union Employees
- ☐ Management Employees
- ☐ Public Safety Employees
- ☐ General Employees
- ☒ Other Employees (Specify the group(s) of eligible Employees below. Do not specify Employees by name.
Specific positions are acceptable.) City Manager

The group specified must correspond to a group of the same designation that is defined in the statutes, ordinances, rules, regulations, personnel manuals or other material in effect in the state or locality of the Employer. The eligibility requirements cannot be such that an Employee becomes eligible only in the Plan Year in which the Employee terminates employment.

Note: As stated in Sections 4.08 and 4.09, the Plan may, however, provide that Final Pay Contributions or Accrued Leave Contributions are the only contributions made under the Plan.

2. Period of Service required for participation

☒ N/A – The Employer hereby waives the requirement of a Period of Service for participation. Employees are eligible to participate upon employment. (*“N/A” is the default provision under the Plan if no selection is made.*)

☐ Yes. The required Period of Service shall be _____ months (not to exceed 12 months).

The Period of Service selected by the Employer shall apply to all Employees within the Covered Employment Classification.

3. Minimum Age (Select One) – A minimum age requirement is hereby specified for eligibility to participate.

☐ Yes. Age _____ (*not to exceed age 21*).

☒ N/A – No minimum age applies (*“N/A” is the default provision under the Plan if no selection is made.*)

VI. CONTRIBUTION PROVISIONS

1. **The Employer shall contribute as follows:** (Choose all that apply, but at least one of Options A or B. If Option A is not selected, Employer must pick up Mandatory Participant Contributions under Option B.)

Fixed Employer Contributions With or Without Mandatory Participant Contributions. (If Option B is chosen, please complete section C.)

☒ A. Fixed Employer Contributions. The Employer shall contribute on behalf of each Participant 10 % of Earnings or \$_____ for the Plan Year (subject to the limitations of Article V of the Plan).

Mandatory Participant Contributions

☒ are required ☐ are not required

to be eligible for this Employer Contribution.

☒ B. Mandatory Participant Contributions for Plan Participation

Required Mandatory Contributions. A Participant is required to contribute (subject to the limitations of Article V of the Plan) the specified amounts designated in items (i) through (iii) of the Contribution Schedule below:

☒ Yes ☐ No

Employee Opt-In Mandatory Contributions. To the extent that Mandatory Participant Contributions are not required by the Plan, each Employee eligible to participate in the Plan shall be given the opportunity, when first eligible to participate in the Plan or any other plan or arrangement of the Employer described in Code section 219(g)(5)(A) to irrevocably elect to contribute Mandatory Participant Contributions by electing to contribute the specified amounts designated in items (i) through (iii) of the Contribution Schedule below for each Plan Year (subject to the limitations of Article V of the Plan):

☐ Yes ☒ No

Contribution Schedule. (Any percentage or dollar amount entered below must be greater than 0% or \$0.)

i. _____ % of Earnings,

ii. \$ _____, or

iii. a whole percentage of Earnings between the range of 5% to 20% (insert range of percentages between 1% and 20% inclusive (e.g., 3%, 6%, or 20%; 5% to 7%)), as designated by the Employee in accordance with guidelines and procedures established by the Employer for the Plan Year as a condition of participation in the Plan. A Participant must pick a single percentage and shall not have the right to discontinue or vary the rate of such contributions after becoming a Plan Participant.

Employer "Pick up." The Employer hereby elects to "pick up" the Mandatory Participant Contributions¹ (pickup is required if Option A is not selected)

☒ Yes ☐ No (**"Yes" is the default provision under the Plan if no selection is made.**)

☒ C. Election Window (Complete if Option B is selected):

Newly eligible Employees shall be provided an election window of 60 Days _____ days (no more than 60 calendar- days) from the date of initial eligibility during which they may make the election to participate in the Mandatory Participant Contribution portion of the Plan. Participation in the Mandatory Participant Contribution portion of the Plan shall begin the first of the month following the end of the election window.

An Employee's election is irrevocable and shall remain in force until the Employee terminates employment or ceases to be eligible to participate in the Plan. In the event of re-employment to an eligible position, the Employee's original election will resume. In no event does the Employee have the option of receiving the pick-up contribution amount directly.

2. The Employer may also elect to make Employer Matching Contributions as follows:

☐ **Fixed Employer Match of After-Tax Voluntary Participant Contributions.** (Do not complete this section unless the Plan permits after-tax Voluntary Participant Contributions under Section VI.3 of the Adoption Agreement.)

The Employer shall contribute on behalf of each Participant _____ % of Earnings for the Plan Year (subject to the limitations of Article V of the Plan) for each Plan Year that such Participant has contributed _____ % of Earnings or \$ _____. Under this option, there is a single, fixed rate of Employer Contributions, but a Participant may decline to make the Voluntary Participant Contributions in any Plan Year, in which case no Employer Contribution will be made on the Participant's behalf in that Plan Year.

¹Neither an IRS opinion letter nor a determination letter issued to an adopting Employer is a ruling by the Internal Revenue Service that Participant contributions that are "picked up" by the Employer are not includable in the Participant's gross income for federal income tax purposes. Pick-up contributions are not mandated to receive private letter rulings; however, if an adopting Employer wishes to receive a ruling on pick-up contributions they may request one in accordance with Revenue Procedure 2012-4 (or subsequent guidance).

[] Variable Employer Match of After-Tax Voluntary Participant Contributions. (Do not complete unless the Plan permits after-tax Voluntary Participant Contributions under Section VI.3 of the Adoption Agreement.)

The Employer shall contribute on behalf of each Participant an amount determined as follows (subject to the limitations of Article V of the Plan):

_____ % of the Voluntary Participant Contributions made by the Participant for the Plan Year (not including Voluntary Participant Contributions exceeding _____ % of Earnings or \$ _____);

PLUS _____ % of the contributions made by the Participant for the Plan Year in excess of those included in the above paragraph (but not including Voluntary Participant Contributions exceeding in the aggregate _____ % of Earnings or \$ _____).

Employer Matching Contributions on behalf of a Participant for a Plan Year shall not exceed \$ _____ or _____ % of Earnings, whichever is [] more or [] less.

[] Fixed Employer Match of Participant 457(b) Plan Deferrals. The Employer shall contribute on behalf of each Participant _____ % of Earnings for the Plan Year (subject to the limitations of Article V of the Plan) for each Plan Year that such Participant has deferred _____ % of Earnings or \$ _____ to the Employer's 457(b) deferred compensation plan. Under this option, there is a single, fixed rate of Employer Contributions, but a Participant may decline to make the required 457(b) deferrals in any Plan Year, in which case no Employer Contribution will be made on the Participant's behalf in that Plan Year.

[X] Variable Employer Match of Participant 457(b) Plan Deferrals.

The Employer shall contribute on behalf of each Participant an amount determined as follows (subject to the limitations of Article V of the Plan):

.5% of each 1 % of the elective deferrals made by the Participant to the Employer's 457(b) plan for the Plan Year (not including Participant contributions exceeding 3 % of Earnings or \$ _____);

PLUS _____ % of the elective deferrals made by the Participant to the Employer's 457(b) plan for the Plan Year in excess of those included in the above paragraph (but not including elective deferrals made by a Participant to the Employer's 457(b) plan exceeding in the aggregate _____ % of Earnings or \$ _____).

Employer Matching Contributions on behalf of a Participant for a Plan Year shall not exceed \$ _____ or 3 % of Earnings, whichever is [] more or [] less.

3. Each Participant may make a Voluntary Participant Contribution, subject to the limitations of Section 4.06 and Article V of the Plan

[] Yes [X] No (*"No" is the default provision under the Plan if no selection is made.*)

4. Employer contributions for a Plan Year shall be contributed to the Trust in accordance with the following payment schedule (no later than the 15th day of the tenth calendar month following the end of the calendar year or fiscal year (as applicable depending on the basis on which the Employer keeps its books) with or within which the particular Limitation Year ends, or in accordance with applicable law):

[] Weekly [X] Biweekly [] Monthly [] Annually in _____ (*specify month*)

5. Participant contributions for a Plan Year shall be contributed to the Trust in accordance with the following payment schedule (no later than the 15th day of the tenth calendar month following the end of the calendar year or fiscal year (as applicable depending on the basis on which the Employer keeps its books) with or within which the particular Limitation Year ends, or in accordance with applicable law):

☐ Weekly ☒ Biweekly ☐ Monthly ☐ Annually in _____ (*specify month*)

6. In the case of a Participant performing qualified military service (as defined in Code section 414(u)) with respect to the Employer:

A. Plan contributions will be made based on differential wage payments:

☐ Yes ☒ No (*"Yes" is the default provision under the Plan if no selection is made.*)

B. Participants who die or become disabled will receive Plan contributions with respect to such service:

☐ Yes ☒ No (*"No" is the default provision under the Plan if no selection is made.*)

VII. Earnings

Earnings, as defined under Section 2.09 of the Plan, shall include:

1. Overtime

☐ Yes ☒ No (*"No" is the default provision under the Plan if no selection is made.*)

2. Bonuses

☐ Yes ☒ No (*"No" is the default provision under the Plan if no selection is made.*)

3. Other Pay (specifically describe any other types of pay to be included below)

VIII. ROLLOVER PROVISIONS

1. The Employer will permit Rollover Contributions in accordance with Section 4.13 of the Plan:

☒ Yes ☐ No (*"Yes" is the default provision under the Plan if no selection is made.*)

IX. LIMITATION ON ALLOCATIONS

If the Employer maintains or ever maintained another qualified plan in which any Participant in this Plan is (or was) a participant or could possibly become a participant, the Employer hereby agrees to limit contributions to all such plans as provided herein, if necessary in order to avoid excess contributions (as described in Section 5.02 of the Plan).

1. If the Participant is covered under another qualified defined contribution plan maintained by the Employer, the provisions of Section 5.02(a) through (e) of the Plan will apply, unless another method has been indicated below.

[] Other Method. (Provide the method under which the plans will limit total Annual Additions to the Maximum Permissible Amount, and will properly reduce any Excess Amounts, in a manner that precludes Employer discretion.) _____

2. The Limitation Year is the following 12 consecutive month period: _____

X. VESTING PROVISIONS

The Employer hereby specifies the following vesting schedule, subject to (1) the Code's vesting requirements in effect on September 1, 1974 and (2) the concurrence of the Plan Administrator. (For the blanks below, enter the applicable percentage - from 0 to 100 (with no entry after the year in which 100% is entered), in ascending order.)

The following vesting schedule may apply to a Participant's interest in his/her Employer Contribution Account. The vesting schedule does not apply to Elective Deferrals, Catch-up Contributions, Mandatory Participant Contributions, Rollover Contributions, Voluntary Participant Contributions, Deductible Employee Contributions, Employee Designated Final Pay Contributions, and Employee Designated Accrued Leave Contributions, and the earnings thereon.

Period of Service Completed	Percent Vested
Zero	100%
One	%
Two	%
Three	%
Four	%
Five	%
Six	%
Seven	%
Eight	%
Nine	%
Ten	%

XI. WITHDRAWALS AND LOANS

1. In-service distributions are permitted under the Plan after a Participant attains (select one of the below options):
☐ Normal Retirement Age
☒ 70 ½ (*"70 ½" is the default provision under the Plan if no selection is made.*)
☐ Alternate age (after Normal Retirement Age): _____
☐ Not permitted at any age
2. A Participant shall be deemed to have a severance from employment solely for purposes of eligibility to receive distributions from the Plan during any period the individual is performing service in the uniformed services for more than 30 days.
☐ Yes ☒ No (*"Yes" is the default provision under the Plan if no selection is made.*)
3. Tax-free distributions of up to \$3,000 for the direct payment of Qualified Health Insurance Premiums for Eligible Retired Public Safety Officers are available under the Plan.
☐ Yes ☒ No (*"No" is the default provision under the Plan if no selection is made.*)
4. In-service distributions of the Rollover Account are permitted under the Plan as provided in Section 9.07
☐ Yes ☒ No (*"No" is the default provision under the Plan if no selection is made.*)
5. Loans are permitted under the Plan, as provided in Article XIII of the Plan:
☐ Yes ☒ No (*"No" is the default provision under the Plan if no selection is made.*)

XII. SPOUSAL PROTECTION

The Plan will provide the following level of spousal protection (select one):

- ☐ 1. Participant Directed Election. The normal form of payment of benefits under the Plan is a lump sum.
The Participant can name any person(s) as the Beneficiary of the Plan, with no spousal consent required.
- ☒ 2. Beneficiary Spousal Consent Election (Article XII of the Plan will apply if option 2 is selected).
The normal form of payment of benefits under the Plan is a lump sum. Upon death, the surviving spouse is the Beneficiary, unless he or she consents to the Participant's naming another Beneficiary. (*"Beneficiary Spousal Consent Election" is the default provision under the Plan if no selection is made.*)
- ☐ 3. QJSA Election (Article XVII). The normal form of payment of benefits under the Plan is a 50% qualified joint and survivor annuity with the spouse (or life annuity, if single). In the event of the Participant's death prior to commencing payments, the spouse will receive an annuity for his or her lifetime. (If option 3 is selected, the spousal consent requirements in Article XII of the Plan also will apply.)

XIII. FINAL PAY CONTRIBUTIONS

(Under the Plan's definitions, Earnings automatically include leave cashouts paid by the later of 2 ½ months after severance from employment or the end of the calendar year. If the Plan will provide additional contributions based on the Participant's final paycheck attributable to Accrued Leave, please provide instructions in this section. Otherwise, leave this section blank.)

The Plan will provide for Final Pay Contributions if either 1 or 2 below is selected. The following group of Employees shall be eligible for Final Pay Contributions:

☒ 1. Employees within the Covered Employment Classification identified in section V of the Adoption Agreement.

☐ 2. Other: _____

(This must be a subset of the Covered Employment Classification identified in section V of the Adoption Agreement.)

Final Pay shall be defined as (select one):

☐ A. Accrued unpaid vacation

☐ B. Accrued unpaid sick leave

☒ C. Accrued unpaid vacation and sick leave

☐ D. Other *(insert definition of Final Pay - must be leave that Employee would have been able to use if employment had continued and must be bona fide vacation and/or sick leave):*

☐ **1. Employer Final Pay Contribution.** The Employer shall contribute on behalf of each Participant _____% of their Final Pay to the Plan (subject to the limitations of Article V of the Plan).

☒ **2. Employee Designated Final Pay Contribution.** Each Employee eligible to participate in the Plan shall be given the opportunity at enrollment to irrevocably elect to contribute _____% (insert fixed percentage of Final Pay to be contributed) or up to 100% (insert maximum percentage of Final Pay to be contributed) of Final Pay to the Plan (subject to the limitations of Article V of the Plan).

Once elected, an Employee's election shall remain in force and may not be revised or revoked.

XIV. ACCRUED LEAVE CONTRIBUTIONS

The Plan will provide for unpaid Accrued Leave Contributions annually if either 1 or 2 is selected below. The following group of Employees shall be eligible for Accrued Leave Contributions:

☒ 1. Employees within the Covered Employment Classification identified in section V of the Adoption Agreement.

☐ 2. Other: _____

(This must be a subset of the Covered Employment Classification identified in section V of the Adoption Agreement.)

Accrued Leave shall be defined as (select one):

☐ A. Accrued unpaid vacation

☐ B. Accrued unpaid sick leave

☒ C. Accrued unpaid vacation and sick leave

☐ D. Other (insert definition of Accrued Leave that is bona fide vacation and/or sick leave):

☐ **1. Employer Accrued Leave Contribution.** The Employer shall contribute as follows

(choose one of the following options):

☐ For each Plan Year, the Employer shall contribute on behalf of each eligible Participant the unused Accrued Leave in excess of _____ to the Plan (subject to the limitations of Article V of the Plan).

☐ For each Plan Year, the Employer shall contribute on behalf of each eligible Participant _____% of un- used Accrued Leave to the Plan (subject to the limitations of Article V of the Plan).

☒ **2. Employee Designated Accrued Leave Contribution**

Each eligible Participant shall be given the opportunity at enrollment to irrevocably elect to annually contribute _____% (insert fixed percentage of unpaid Accrued Leave to be contributed) or up to 100% (insert maximum percentage of unpaid Accrued Leave to be contributed) of unpaid Accrued Leave to the Plan (subject to the limitations of Article V of the Plan). Once elected, an Employee's election shall remain in force and may not be revised or revoked.

XV. The Employer hereby attests that it is a unit of state or local government or an agency or instrumentality of one or more units of state or local government.

XVI. The Employer understands that this Adoption Agreement is to be used with only the MissionSquare Retirement Money Purchase Plan. This MissionSquare Retirement Governmental Money Purchase Plan is a restatement of a previous plan, which was submitted to the Internal Revenue Service for approval on December 31, 2018 and received approval on June 30, 2020.

The Plan Administrator will inform the Employer of any amendments to the Plan made pursuant to Section 14.05 of the Plan or of the discontinuance or abandonment of the Plan. The Employer understands that an amendment(s) made pursuant to Section 14.05 of the Plan will become effective within 30 days of notice of the amendment(s) unless the Employer

notifies the Plan Administrator, in writing, that it disapproves of the amendment(s). If the Employer so disapproves, the Plan Administrator will be under no obligation to act as Administrator under the Plan.

XVII. The Employer hereby appoints the ICMA Retirement Corporation, doing business as MissionSquare Retirement, as the Plan Administrator pursuant to the terms and conditions of the MISSIONSQUARE RETIREMENT GOVERNMENTAL MONEY PURCHASE PLAN.

The Employer hereby agrees to the provisions of the Plan.

XVIII. The Employer understands that it must complete a new Adoption Agreement upon first adoption of the Plan. Additionally, upon any modifications to a prior election, making of new elections, or restatements of the Plan, a new Adoption Agreement must be completed. The Employer hereby acknowledges it understands that failure to properly fill out this Adoption Agreement may result in disqualification of the Plan.

XIX. An adopting Employer may rely on an Opinion Letter issued by the Internal Revenue Service as evidence that the Plan is qualified under section 401 of the Internal Revenue Code only to the extent provided in Rev. Proc. 2017-41. The Employer may not rely on the Opinion Letter in certain other circumstances or with respect to certain qualification requirements, which are specified in the Opinion Letter issued with respect to the Plan and in Rev. Proc. 2017-41.

In Witness Whereof, the Employer hereby causes this Money Purchase Plan Adoption Agreement to be executed.

EMPLOYER SIGNATURE & DATE

Signature of Authorized Plan Representative: _____

Print Name: Donald O. Burnette

Title: Mayor

Attest: _____

Robin L. Fenwick, MMC, City Clerk

Date: ____/____/____.

For inquiries regarding adoption of the plan, the meaning of plan provisions, or the effect of the Opinion Letter, contact:

MissionSquare Retirement
777 N. Capitol St. NE Suite 600
Washington, DC 20002
800-326-7272

52582-0621-W1304

**ICMA RETIREMENT CORPORATION
GOVERNMENTAL MONEY PURCHASE PLAN & TRUST
ADOPTION AGREEMENT**

Plan Number 10- 8525 _____

The Employer hereby establishes a Money Purchase Plan and Trust to be known as New City Manager 401 (a)
_____ (the "Plan") in the form of the ICMA Retirement Corporation Governmental Money Purchase Plan and Trust.

This Plan is an amendment and restatement of an existing defined contribution money purchase plan.

☐ Yes ☒ No

If yes, please specify the name of the defined contribution money purchase plan which this Plan hereby amends and restates:

I. **Employer:** City of Port Orange

II. Effective Dates

- ☐ 1. **Effective Date of Restatement.** If this document is a restatement of an existing plan, the effective date of the Plan shall be January 1, 2007 unless an alternate effective date is hereby specified: _____

(Note: An alternate effective date can be no earlier than January 1, 2007.)

- ☒ 2. **Effective Date of New Plan.** If this is a new Plan, the effective date of the Plan shall be the first day of the Plan Year during which the Employer adopts the Plan, unless an alternate Effective Date is hereby specified:
August 13, 2015

3. **Special Effective Dates.** Please note here any elections in the Adoption Agreement with an effective date that is different from that noted in 1. or 2. above.

(Note provision and effective date.)

III. Plan Year will mean:

- ☒ The twelve (12) consecutive month period which coincides with the limitation year. (See Section 5.03(f) of the Plan.)
- ☐ The twelve (12) consecutive month period commencing on _____ and each anniversary thereof.

IV. Normal Retirement Age shall be age 55 (not to exceed age 65).

Important Note to Employers: Normal Retirement Age is significant for determining the earliest date at which the Plan may allow for in-service distributions. Normal Retirement Age also defines the latest date at which a Participant must have a fully vested right to his/her Account. There are IRS rules that limit the age that may be specified as the Plan's Normal Retirement Age. The Normal Retirement Age cannot be earlier than what is reasonably representative of the typical retirement age for the industry in which the covered workforce is employed. An age under 55 is presumed not to satisfy this requirement, unless the Commissioner of Internal Revenue determines that the facts and circumstances show otherwise.

Whether an age between 55 and 62 satisfies this requirement depends on the facts and circumstances, but an Employer's good faith, reasonable determination will generally be given deference. A special rule, however, applies in the case of a plan where substantially all of the participants in the plan are qualified public safety employees within the meaning of section 72(r)(10)(B) of the Code, in which case an age of 50 or later is deemed not to be earlier than the earliest age that is reasonably representative of the typical retirement age for the industry in which the covered workforce is employed.

V. ELIGIBILITY REQUIREMENTS

1. The following group or groups of Employees are eligible to participate in the Plan:

- ☐ All Employees
- ☐ All Full Time Employees
- ☐ Salaried Employees
- ☐ Non union Employees
- ☐ Management Employees
- ☐ Public Safety Employees
- ☐ General Employees
- ☒ Other Employees (Specify the group(s) of eligible employees below. Do not specify employees by name. Specific positions are acceptable.) City Manager

The group specified must correspond to a group of the same designation that is defined in the statutes, ordinances, rules, regulations, personnel manuals or other material in effect in the state or locality of the Employer. The eligibility requirements cannot be such that an Employee becomes eligible only in the Plan Year in which the Employee terminates employment. **Note:** As stated in Sections 4.07 and 4.08, the Plan may, however, provide that Final Pay Contributions or Accrued Leave Contributions are the only contributions made under the Plan.

2. The Employer hereby waives or reduces the requirement of a twelve (12) month Period of Service for participation. The required Period of Service shall be (write N/A if an Employee is eligible to participate upon employment) N/A.

If this waiver or reduction is elected, it shall apply to all Employees within the Covered Employment Classification.

3. A minimum age requirement is hereby specified for eligibility to participate. The minimum age requirement is N/A (not to exceed age 21. Write N/A if no minimum age is declared.)

VI. CONTRIBUTION PROVISIONS

1. The Employer shall contribute as follows: (Choose all that apply, but at least one of Options A or B. If Option A is not selected, Employer must pick up Participant Contributions under Option B.)

Fixed Employer Contributions With or Without Mandatory Participant Contributions. (If Option B is chosen, please complete section C.)

- ☒ A. Employer Contributions. The Employer shall contribute on behalf of each Participant 10 % of Earnings or \$ N/A for the Plan Year (subject to the limitations of Article V of the Plan).
Mandatory Participant Contributions

☒ are required ☐ are not required

to be eligible for this Employer Contribution.

- ☒ B. Mandatory Participant Contributions for Plan Participation.

Required Mandatory Contributions. A Participant is required to contribute (subject to the limitations of Article V of the Plan) the specified amounts designated in items (i) through (iii) of the Contribution Schedule below:

☒ Yes

☐ No

Employee Opt-In Mandatory Contributions. Each Employee eligible to participate in the Plan shall be given the opportunity to irrevocably elect to participate in the Mandatory Participant Contribution portion of the Plan by electing to contribute the specified amounts designated in items (i) through (iii) of the Contribution Schedule below for each Plan Year (subject to the limitations of Article V of the Plan):

☐ Yes ☒ No

Contribution Schedule.

- (i) _____% of Earnings,
(ii) \$ _____, or
(iii) a whole percentage of Earnings between the range of 5% to 20% (insert range of percentages between 1% and 20% inclusive (e.g., 3%, 6%, or 20%; 5% to 7%)), as designated by the Employee in accordance with guidelines and procedures established by the Employer for the Plan Year as a condition of participation in the Plan. A Participant must pick a single percentage and shall not have the right to discontinue or vary the rate of such contributions after becoming a Plan Participant.

Employer "Pick up". The Employer hereby elects to "pick up" the Mandatory Participant Contributions¹ (pick up is required if Option A is not selected).

☒ Yes ☐ No (*"Yes" is the default provision under the Plan if no selection is made.*)

☒ **C. Election Window** (Complete if Option B is selected):

Newly eligible Employees shall be provided an election window of 60 days (no more than 60 calendar days) from the date of initial eligibility during which they may make the election to participate in the Mandatory Participant Contribution portion of the Plan. Participation in the Mandatory Participant Contribution portion of the Plan shall begin the first of the month following the end of the election window.

An Employee's election is irrevocable and shall remain in force until the Employee terminates employment or ceases to be eligible to participate in the Plan. In the event of re-employment to an eligible position, the Employee's original election will resume. In no event does the Employee have the option of receiving the pick-up contribution amount directly.

2. The Employer may also elect to contribute as follows:

☐ **A. Fixed Employer Match of Voluntary After-Tax Participant Contributions.** The Employer shall contribute on behalf of each Participant _____% of Earnings for the Plan Year (subject to the limitations of Article V of the Plan) for each Plan Year that such Participant has contributed _____% of Earnings or \$ _____. Under this option, there is a single, fixed rate of Employer contributions, but a Participant may decline to make the required Participant contributions in any Plan Year, in which case no Employer contribution will be made on the Participant's behalf in that Plan Year.

☒ **B. Variable Employer Match of Voluntary After-Tax Participant Contributions.** The Employer shall contribute on behalf of each Participant an amount determined as follows (subject to the limitations of Article V of the Plan):

.5 % for each 1 % of the Voluntary Participant Contributions made by the Participant to the 457 Deferred Compensation Plan for the Plan Year (not including Participant contributions exceeding 3 % of Earnings or \$ _____);

¹ Neither an IRS advisory letter nor a determination letter issued to an adopting Employer is a ruling by the Internal Revenue Service that Participant contributions that are "picked up" by the Employer are not includable in the Participant's gross income for federal income tax purposes. Pick-up contributions are not mandated to receive private letter rulings; however, if an adopting employer wishes to receive a ruling on pick-up contributions they may request one in accordance with Revenue Procedure 2012-4 (or subsequent guidance).

PLUS _____% of the contributions made by the Participant for the Plan Year in excess of those included in the above paragraph (but not including Voluntary Participant Contributions exceeding in the aggregate _____% of Earnings or \$ _____).

Employer Matching Contributions on behalf of a Participant for a Plan Year shall not exceed 3% of Earnings, whichever is _____ more or _____ less.

3. Each Participant may make a voluntary (unmatched), after tax contribution, subject to the limitations of Section 4.05 and Article V of the Plan:

☐ Yes ☒ No (*"No" is the default provision under the Plan if no selection is made.*)

4. Employer contributions for a Plan Year shall be contributed to the Trust in accordance with the following payment schedule (no later than the 15th day of the tenth calendar month following the end of the calendar year or fiscal year (as applicable depending on the basis on which the Employer keeps its books) with or within which the particular Limitation year ends, or in accordance with applicable law):

Weekly

5. Participant contributions for a Plan Year shall be contributed to the Trust in accordance with the following payment schedule (no later than the 15th day of the tenth calendar month following the end of the calendar year or fiscal year (as applicable depending on the basis on which the Employer keeps its books) with or within which the particular Limitation year ends, or in accordance with applicable law):

Weekly

6. In the case of a Participant performing qualified military service (as defined in Code section 414(u)) with respect to the Employer:

- a. Plan contributions will be made based on differential wage payments:

☐ Yes ☒ No (*"Yes" is the default provision under the Plan if no selection is made.*)

If yes is selected, this is effective beginning January 1, 2009 unless another later effective date is filled in here: _____

- b. Participants who die or become disabled will receive Plan contributions with respect to such service:

☐ Yes ☒ No (*"No" is the default provision under the Plan if no selection is made.*)

If yes is selected, this is effective for participants who died or became disabled while performing qualified military service on or after January 1, 2007, unless another later effective date is filled in here: _____

VII. EARNINGS

Earnings, as defined under Section 2.09 of the Plan, shall include:

1. Overtime
☐ Yes ☒ No
2. Bonuses
☐ Yes ☒ No
3. Other Pay (specifically describe any other types of pay to be included below)

VIII. ROLLOVER PROVISIONS

1. The Employer will permit rollover contributions in accordance with Section 4.12 of the Plan:
☒ Yes ☐ No (*"Yes" is the default provision under the Plan if no selection is made.*)
2. Direct rollovers by non-spouse beneficiaries are effective for distributions after 2006 unless the Plan delayed making them available. If the Plan delayed making such rollovers available, check the box below and indicate the later effective date in the space provided.
☐ Effective Date is _____
(Note: Plans must offer direct rollovers by non-spouse beneficiaries no later than plan years beginning after December 31, 2009.)

IX. LIMITATION ON ALLOCATIONS

If the Employer maintains or ever maintained another qualified plan in which any Participant in this Plan is (or was) a participant or could possibly become a participant, the Employer hereby agrees to limit contributions to all such plans as provided herein, if necessary in order to avoid excess contributions (as described in Section 5.02 of the Plan).

1. If the Participant is covered under another qualified defined contribution plan maintained by the Employer, the provisions of Section 5.02(a) through (e) of the Plan will apply unless another method has been indicated below.
☐ Other Method. (Provide the method under which the plans will limit total Annual Additions to the Maximum Permissible Amount, and will properly reduce any excess amounts, in a manner that precludes Employer discretion.)
2. The Limitation Year is the following 12 consecutive month period: _____
3. Unless the Employer elects a delayed effective date below, Article 5 of the Plan will apply to limitations years beginning on or after July 1, 2007. _____
(The effective date listed cannot be later than 90 days after the close of the first regular legislative session of the legislative body with authority to amend the plan that begins on or after July 1, 2007.)

X. VESTING PROVISIONS

The Employer hereby specifies the following vesting schedule, subject to (1) the minimum vesting requirements and (2) the concurrence of the Plan Administrator. (For the blanks below, enter the applicable percent – from 0 to 100 (with no entry after the year in which 100% is entered), in ascending order.)

Period of Service Completed	Percent Vested
Zero	100 %
One	%
Two	%
Three	%
Four	%
Five	%
Six	%
Seven	%
Eight	%
Nine	%
Ten	%

XI. WITHDRAWALS AND LOANS

1. In-service distributions are permitted under the Plan after a participant attains (select one of the below options):

- ☐ Normal Retirement Age
☒ Age 70½ (*"70½" is the default provision under the Plan if no selection is made.*)
☐ Alternate age (after Normal Retirement Age): _____
☐ Not permitted at any age

2. A Participant shall be deemed to have a severance from employment solely for purposes of eligibility to receive distributions from the Plan during any period the individual is performing service in the uniformed services for more than 30 days.

- ☐ Yes ☒ No (*"Yes" is the default provision under the plan if no selection is made.*)

3. Tax-free distributions of up to \$3,000 for the direct payment of qualifying insurance premiums for eligible retired public safety officers are available under the Plan.

- ☐ Yes ☒ No (*"No" is the default provision under the Plan if no selection is made.*)

4. In-service distributions of the Rollover Account are permitted under the Plan, as provided in Section 9.07.

- ☐ Yes ☒ No (*"No" is the default provision under the Plan if no selection is made.*)

5. Loans are permitted under the Plan, as provided in Article XIII of the Plan:

- ☐ Yes ☒ No (*"No" is the default provision under the Plan if no selection is made.*)

XII. SPOUSAL PROTECTION

The Plan will provide the following level of spousal protection (select one):

- ☐ 1. Participant Directed Election. The normal form of payment of benefits under the Plan is a lump sum. The Participant can name any person(s) as the Beneficiary of the Plan, with no spousal consent required.
- ☒ 2. Beneficiary Spousal Consent Election (Article XII). The normal form of payment of benefits under the Plan is a lump sum. Upon death, the surviving spouse is the Beneficiary, unless he or she consents to the Participant's naming another Beneficiary. (*"Beneficiary Spousal Consent Election" is the default provision under the Plan if no selection is made.*)
- ☐ 3. QJSA Election (Article XVII). The normal form of payment of benefits under the Plan is a 50% qualified joint and survivor annuity with the spouse (or life annuity, if single). In the event of the Participant's death prior to commencing payments, the spouse will receive an annuity for his or her lifetime. (If C is selected, the spousal consent requirements in Article XII also will apply.)

XIII. FINAL PAY CONTRIBUTIONS

The Plan will provide for Final Pay Contributions if either 1 or 2 below is selected.

The following group of Employees shall be eligible for Final Pay Contributions:

- ☒ All Eligible Employees
- ☐ Other: _____

Final Pay shall be defined as (select one):

- ☐ A. Accrued unpaid vacation
- ☐ B. Accrued unpaid sick leave
- ☒ C. Accrued unpaid vacation and sick leave
- ☐ D. Other (*insert definition of Final Pay – must be leave that Employee would have been able to use if employment had continued and must be bona fide vacation and/or sick leave*):

- ☐ 1. **Employer Final Pay Contribution.** The Employer shall contribute on behalf of each Participant _____ % of Final Pay to the Plan (subject to the limitations of Article V of the Plan).
- ☒ 2. **Employee Designated Final Pay Contribution.** Each Employee eligible to participate in the Plan shall be given the opportunity at enrollment to irrevocably elect to contribute ____ % (insert fixed percentage of final pay to be contributed) or up to 100 % (insert maximum percentage of final pay to be contributed) of Final Pay to the Plan (subject to the limitations of Article V of the Plan).

Once elected, an Employee's election shall remain in force and may not be revised or revoked.

XIV. ACCRUED LEAVE CONTRIBUTIONS

The Plan will provide for accrued unpaid leave contributions annually if either 1 or 2 is selected below.

The following group of Employees shall be eligible for Accrued Leave Contributions:

☒ All Eligible Employees

☐ Other: _____

Accrued Leave shall be defined as (select one):

☐ A. Accrued unpaid vacation

☐ B. Accrued unpaid sick leave

☒ C. Accrued unpaid vacation and sick leave

☐ D. Other (insert definition of accrued leave that is bona fide vacation and/or sick leave):

☐ 1. **Employer Accrued Leave Contribution.** The Employer shall contribute as follows (choose one of the following options):

☐ For each Plan Year, the Employer shall contribute on behalf of each Eligible Participant the unused Accrued Leave in excess of _____ (insert number of hours/days/weeks (circle one)) to the Plan (subject to the limitations of Article V of the Plan).

☐ For each Plan Year, the Employer shall contribute on behalf of each Eligible Participant _____% of unused Accrued Leave to the Plan (subject to the limitations of Article V of the Plan).

☒ 2. **Employee Designated Accrued Leave Contribution.**

Each eligible Participant shall be given the opportunity at enrollment to irrevocably elect to contribute _____% (insert fixed percentage of accrued unpaid leave to be contributed) or up to _____% (insert maximum percentage of accrued unpaid leave to be contributed) of Accrued Leave to the Plan (subject to the limitations of Article V of the Plan). Once elected, an Employee's election shall remain in force and may not be revised or revoked.

XV. The Employer hereby attests that it is a unit of state or local government or an agency or instrumentality of one or more units of state or local government.

XVI. The Employer understands that this Adoption Agreement is to be used with only the ICMA Retirement Corporation Governmental Money Purchase Plan and Trust. This ICMA Retirement Corporation Governmental Money Purchase Plan and Trust is a restatement of a previous plan, which was submitted to the Internal Revenue Service for approval on April 2, 2012, and received approval on March 31, 2014.

The Plan Administrator hereby agrees to inform the Employer of any amendments to the Plan made pursuant to Section 14.05 of the Plan or of the discontinuance or abandonment of the Plan. The Employer understands that an amendment(s) made pursuant to Section 14.05 of the Plan will become effective within 30 days of notice of the amendment(s) unless the Employer notifies the Plan Administrator, in writing, that it disapproves of the amendment(s). If the Employer so disapproves, the Plan Administrator will be under no obligation to act as Administrator under the Plan.

XVII. The Employer hereby appoints the ICMA Retirement Corporation as the Plan Administrator pursuant to the terms and conditions of the ICMA RETIREMENT CORPORATION GOVERNMENTAL MONEY PURCHASE PLAN & TRUST.

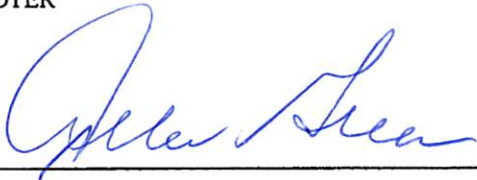
The Employer hereby agrees to the provisions of the Plan and Trust.

XVIII. The Employer hereby acknowledges it understands that failure to properly fill out this Adoption Agreement may result in disqualification of the Plan.

XIX. An adopting Employer may rely on an advisory letter issued by the Internal Revenue Service as evidence that the Plan is qualified under section 401 of the Internal Revenue Code to the extent provided in applicable IRS revenue procedures and other official guidance.

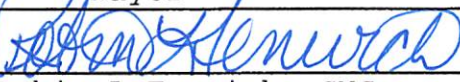
In Witness Whereof, the Employer hereby causes this Agreement to be executed on this 6th day of October, 2015.

EMPLOYER

By: 

Print Name: Allen Green

Title: Mayor

Attest: 
Robin L. Fenwick, CMC
City Clerk

ICMA RETIREMENT CORPORATION
777 North Capitol St., NE Suite 600
Washington, DC 20002
800-326-7272

By: _____

Print Name: _____

Title: _____

Attest: _____

Carrizales, Heather

From: MissionSquare Plan Services <planadoptionsservices@msqplanservices.org>
Sent: Wednesday, December 15, 2021 11:17 PM
To: Carrizales, Heather
Subject: [EXT] From MissionSquare Retirement - 401 Restatement - ACTION REQUIRED

ACTION REQUIRED: 401 Plan Document Restatement

To ensure your plan is kept up to date with legislative and regulatory changes, the IRS requires that you execute a new adoption agreement every six years. Please have an authorized representative access our secure plan document portal to execute a new agreement by March 15, 2022, to avoid jeopardizing your plan's favorable tax status. Signing on or before March 15 will allow us time to process your agreement by the IRS deadline of July 31, 2022.

Adopting is easy

Your new agreement is pre-populated with your previous elections (where possible) and is accessible for review within [EZLink](#). Once logged into [EZLink](#), go to Forms & Publications, then Plan Documents. From the Plan Documents page, select the applicable 401 plan from the Plan Selector drop-down menu at the top left of the page, then select Go to Plan Documents.

Addendums

If your plan's current adoption agreement includes an addendum/attachment, in most instances you will need to submit an updated one with your new agreement. Only plans that adopt our model without modification can rely on the favorable IRS letter we received for the document. If your addendum materially modifies any provision of the plan, our IRS letter won't cover your plan. If you're not making changes or including an addendum/attachment, all you need to do is sign the agreement.

Plan document changes

The plan document is updated in accordance with IRS guidelines and is largely unchanged, with two notable exceptions:

1. 457 Deferred Compensation Plan matching contributions - The 401 document now includes an option for employer matching contributions based on a participant's elective deferrals to a 457 Deferred Compensation Plan. An attachment or addendum is no longer required to include a match based on 457 plan contributions.
2. In-service withdrawals - Withdrawals participants can take while employed are no longer limited to two per year. This only applies to plans that offer in-service withdrawals.

Individually designed plan documents

If your plan uses an individually designed plan document, check with your legal counsel to ensure it's updated in accordance with IRS regulations. You may find reviewing the MissionSquare Retirement documents helpful as you consider future amendments. Now may be a good time to consider adopting MissionSquare's model plan documents.

[Access additional details](#). If you have any questions about the adoption process, contact MissionSquare Plan Adoption Services at planadoptionsservices@msqplanservices.org.

Thank you for choosing MissionSquare Retirement!



CITY COUNCIL AGENDA ITEM

COUNCIL MEETING DATE 3/1/2022

SUBJECT: (C8d) Approval of Change Order No. 1 to Piggyback Contract with Dude Solutions, Inc. for Community Development Permit Software Project (Smartgov)

DEPARTMENT: Community Development

GOAL: 3 - Quality of Life and 6 - Organizational Excellence

RECOMMENDED MOTION: Move to approve Change Order No. 1 to the contract with Dude Solutions, Inc. for the additional amount of \$15,295.00, and an extension to the original contract of ninety (90) days, for a total revised contract cost of \$103,380.47, Community Development Software System Project (SmartGov); subject to City Attorney and City Manager approval of final contract documents; and authorizing the Mayor and City Clerk to execute all contract documents.

SUMMARY: On January 11, 2021, the City entered into a Piggyback Contract under Region 4 Education Service Center (ESC) Contract R161802 for Facilities Management Software and Solutions with Dude Solutions, Inc., for the Community Development Permit Software System Project (SmartGov). In order to complete the project, staff is requesting the following items as part of Change Order #1:

- Extend the contract term for ninety (90) days: Due to a delay in production of the online permitting project by Dude Solutions Inc. for unforeseen staffing issues related to the Covid-19 pandemic, City staff is requesting an additional sixty (60) days be added to the agreement to add sufficient time to complete the project. The original contract also provides thirty (30) days of Dude Solutions, Inc. staff providing support to the City once the software project goes live, which will add an additional thirty (30) days to the extension request making a total extension to the contract term of ninety (90) days or May 30, 2022.
- Staff is requesting an additional 40 templates be added to the agreement, which is anticipated to culminate in a more user-friendly final product. A template is essentially the online equivalent to a paper-based permit application. The original piggyback contract allowed for 58 templates to be used by the City to configure all building permits, business tax, planning, and engineering applications. Once program configuration was underway, it was determined that the number of templates provided in the original contract in relation to the number of templates needed to properly configure the software to Port Orange standards and provide

a customer-friendly final product was insufficient. The original template count required the City's 351 application types (building permits applications: 119, business tax classifications: 187, planning applications: 29, and engineering applications: 6) to be combined/consolidated into only 58 templates. When the consolidation of the City's current 351 application types into 58 templates was shown to staff in the testing phase, staff determined that it would be unclear to customers when submitting an online application as to the details or required documents related to a specific application type the customer was applying for (i.e. electric permit/inspection details would be separate from plumbing permit/inspections details). Dude Solutions, Inc. has provided a proposal for 40 additional templates at a total cost of \$15,295.00. The additional 40 templates are what City staff needs to finalize the consolidation of the existing application types and provide a customer-friendly final product. The total revised contract cost is \$103,380.47 and Project ZMI057 Community Development Software Project in the 109 Building Special Revenue Fund has funding available.

Staff anticipates the SmartGov Customer Portal to be available for use by the public in late spring.

PRESENTER: Tim Burman

ATTACHMENTS:

1	Dude Solutions Change Order No 1	Dude Solutions Change Order No 1.pdf
2	Executed Dude Solutions PB Agreement	Dude Solutions PB Agreement.pdf
3	Award_Letter	Award_Letter.pdf
4	Dude Solutions Updated Proposal	Dude Solutions Updated Proposal.pdf
5	Executive_Summary	Executive_Summary.pdf
6	SmartGov proposal for templates	SmartGov proposal for templates.pdf
7	R161802_Dude_Solutions_RL1_2019.10.29.docx	R161802_Dude_Solutions_RL1_2019.10.29.docx.pdf
8	Permitting Software PPT 10-27-20 CC Workshop	Permitting Software PPT 10-27-20 CC Workshop.pdf

Melanie Schmotzer
Tim Burman
Robin Burris
Linda Truitt
Matthew Jones
Wayne Clark

Created/Initiated - 2/11/2022
Approved - 2/11/2022
Approved - 2/11/2022
Approved - 2/14/2022
Approved - 2/17/2022
Approved - 2/18/2022

CHANGE ORDER NO. 1
To Piggyback Agreement dated January 11, 2021,
Between the City of Port Orange and Dude Solutions, Inc.

Project: Community Development Permit Software Project (SmartGov)

The following changes are hereby made to the Contract Documents:

CHANGE IN CONTRACT PRICE: Original Contract Price: \$ 88,085.47	CHANGE IN CONTRACT TIMES: Original Contract Times: Effective January 11, 2021 Final Completion: March 31,2022
Net changes from previous Change Order: N/A	Changes in contract time from previous Change Orders: N/A
Contract Price prior to this Change Order: \$ 88,085.47	Contract Completion Date prior to this Change Order: Effective January 11, 2021 Final Completion: March 31,2022
Net Increase (decrease) of this Change Order No. 6: Increase Line Change Order No. 1 \$15,295.00	Changes in contract time requested this Change Order No. 1: (Requires Council Approval) (90 days) June 29, 2022
Contract Price with all approved Change Orders: \$ 103,380.47	Contract Times with all approved Change Orders: Completion: June 29,2022

CHANGES ORDERED:

- I. GENERAL: This Change Order is necessary to cover changes in the work to be performed under the Piggyback Agreement entered by and between the parties on January 11,2021.
- II. REQUIRED CHANGES: This Change Order is necessary to purchase an additional 40 templates in an amount of \$15,295.00, to culminate a more user-friendly product. Add 60 days for sufficient time to complete the project, and 30 days for support during the go live phase, to allow Dude Solutions to complete the Community Development permit software project (SmartGov). No goods shall be delivered, nor services commenced hereunder until this Change Order has been fully executed by all parties.
- III. JUSTIFICATION: This Change Order is necessary to purchase additional templates to culminate a more user friendly product, and add an additional 90 days to the Piggyback Agreement, to allow Dude Solutions to complete the Community Development permit software project (SmartGov).

Changes in scope require Council approval. Is this a scope change? No
- IV. PAYMENT: Payment for this Change Order shall be made in accordance with the terms of the Piggyback Agreement subject to a limit not to exceed **\$ 103,380.47**. All payments shall be governed by the Local Government Prompt Payment Act as set forth in Florida Statutes Section 218.70 through 218.79, as amended.

Acknowledgments:

The change, and work affected thereby, is subject to all provisions of the original contract not specifically changed by this Change Order.

It is expressly understood and agreed that the approval of the Change Order shall have no effect on the original contract other than matters expressly provided herein.

The prices quoted are fair and reasonable and in proper ratio to the cost of the original work contracted for under competitive bidding; and,

The change in price and/or delivery date described is fair and reasonable and has been mutually agreed upon in full agreement and final settlement of all claims arising out of this modification including all claims for delays and disruptions resulting from, caused by, or incident to such modifications and change orders.

RECOMMENDED BY:
TIM BURMAN
COMMUNITY DEVELOPMENT DIRECTOR

ACCEPTED BY:
DUDE SOLUTIONS, INC.
Contractor

By: _____
Tim Burman
Community Development Director

By: _____
Dan Graham, CFO

Date Signed: _____

Date Signed: _____

RECOMMENDED BY:

City's Representative

RECOMMENDED BY:

Engineer of Record

By: N/A
Printed Name: _____
Title: _____

Date Signed: _____

By: _____
N/A _____

Printed _____ Name: _____

Title: _____

Date _____ Signed: _____

APPROVED BY:

CITY OF PORT ORANGE

Department Head—Approval delegated by City Manager. Scope, schedule and cost changes above either \$25K or limit of unforeseen conditions allowance go to City Council.

By: _____
Tim Burman, Community Development Director

Date Signed: _____

City Manager—Approval authority for changes up to either \$25K or limit of unforeseen conditions allowance. Scope and schedule changes sent to City Council.

By: _____
Wayne Clark, City Manager

Date Signed: _____

If Council approval is required:

By: _____
Printed Name: Don Burnette
Title: Mayor

Date Signed: _____

Affirmed:

Robin L. Fenwick, MMC, City Clerk

Date Signed: _____



CITY OF PORT ORANGE PIGGYBACK AGREEMENT

for Goods and Services

Base Contract:

- ☐ State of Florida
- ☐ Florida Sheriff's Association
- ☐ Sourcewell Formerly known as
National Joint Powers Alliance ("NJPA")
- ☐ City/County of _____

☒ **National IPA/TCPN/Region 4**

Education Service Center ("Region 4 ESC")

Department:	Community Development Department
Base Contract BID/RFP/RFSQ Number:	Region 4 ESC Contract #: R161802 pursuant to Solicitation 16-18
Alternate Source Contract Number: <i>(Used for State Contracts)</i>	N/A
Contractor Name:	Dude Solutions, Inc.
Contractor's Authorized Dealer:	N/A
Delivery/Installation/Product/Service Location:	1000 City Center Circle, Port Orange
Description:	Facilities Management Software and Solutions
Contract Initial Term/Term: <i>(check appropriate term and enter dates)</i>	Region 4 ESC: ☒ From: April 1, 2017 To: September 30, 2021 COPO: ☒ Effective last date Agreement signed by Parties and shall continue until March 31, 2022
Contract Renewal Term: <i>(No. of Renewals and Term for each renewal)</i> <i>*All renewals shall be upon written agreement of the Parties, subject to review and approval of the City Manager and budget appropriation.</i>	Original Contract Term for a 3-year period with option to renew annually for an additional 2 years with Region 4 ESC agreement. Contract Renewal Year 1 renewed on 10/22/19 Contract Renewal Year 2 renewed on 10/20/20* <i>(Language: In the event of a conflict, the expiration in the Task Authorization shall control.)</i>
Authorization of Services: <i>(check one)</i>	☒ Written Purchase Order(s) ☐ Notice to Proceed(s) ☐ Task Authorization(s)
Amount of City Expenditure per Fiscal Year (10/1 to 9/30) or Annually (Contract execution date and term):	☐ Fiscal Year Click here to enter text. ☐ Annually Click here to enter text. ☒ Appropriated Budget
Payment and Performance Bond <i>(Indicate if required)</i>	☐ Yes ☒ No
Exhibits Attached to Contract <i>(excluding legal Exhibits, if any)</i>	☒ Exhibit "1" Contract History, Definitions & Terms ☒ Exhibit "2" Cost/Quote ☒ Exhibit "3" Change Order Form ☒ Exhibit "4" Base Contract ☒ Exhibit "5" Terms of Use ☐ Exhibit "6" Insurance

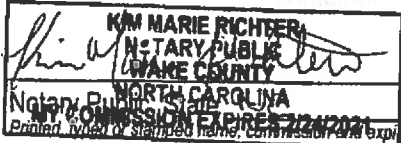
Contract Administrator:	Tim Burman, Community Development Director	
Contractor's Authorized Agent Name Printed ¹:	Dan Graham, CFO	
For purposes of this Agreement, notices shall be sent to the principal address of the City and Contractor, as provided in this Agreement. Any notice or other communication given under this Agreement will be in writing and delivered by hand, sent by facsimile (provided acknowledgment of receipt thereof is delivered to the sender), sent by certified, registered mail, or sent by any nationally recognized overnight courier service to the address provided herein. The Parties may, from time to time and at any time, change their respective addresses and each will have the right to specify as its address any other address by at least 10 days' written notice to the other party.		
Contractor's Complete Contact Information:	Corporate Address: 11000 Regency Parkway Suite 400 Cary, North Carolina 27518	Telephone: (919) 816-8237 Fax: E-Mail: contracts@dudesolutions.com
Signature: Contractor's Authorized Agent ¹:		Date: 1/6/2021
Contractor Notary Acknowledgment Block:		
STATE OF <u>NC</u> COUNTY OF <u>WAKE</u>		
The foregoing instrument was acknowledged before me this <u>6</u> day of <u>January</u> , 2021, by <u>Dan Graham</u> , as <u>CFO</u> of Dude Solutions, Inc., a Delaware corporation and who:		
[Notary: Please select one] ☐ is personally known to me; or ☒ has produced <u>driver's license</u> as identification.		
		
Department Head Signature Acknowledges the following: The base contract referenced above for piggybacking by the City of Port Orange has been verified to be competitively bid with multiple proposals from vendors/contractors within two years from the date of this piggyback agreement, unless waived by the City Manager in writing or at the direction of City Council. The Department Head further acknowledges that the vendor package, all supporting vendor documentation, and the entire base contract, including but not limited to all exhibits, and all terms and conditions is uploaded for City record.		
Department Head Name, Title Printed:	Tim Burman, Community Development Director	
Signature: Department Head		Date: 1-11-2021
Signature: Alan Rosen, Interim City Manager		Date: 1-11-2021
Attest: Robin L. Fenwick, MMC, City Clerk		Date: 1/11/2021
¹ Each person signing this Agreement warrants that he or she is duly authorized to do so and to bind the respective party to the Agreement. If this Agreement is signed by an individual not identified in the records of the Florida Department of State, Division of Corporations, please provide written authorization for that individual to enter into agreements on behalf of said entity.		

EXHIBIT "1"

Contract History, Definitions & Terms

Consisting of 2 Pages

Contract History

National IPA/TCPN/Region 4 Education Service Center ("Region 4 ESC") and Dude Solutions, Inc. ("Contractor") entered into contract R161802 for Facilities Management Software and Solutions ("Region 4 ESC Contract"), pursuant to Solicitation 16-18, and Omnia Partners Purchasing Agreement documents and Price List which can be located at: <https://public.omniapartners.com/suppliers/dude-solutions/contract-documentation>. The Region 4 ESC Contract has a three (3) year effective April 1, 2017 term, with an option to renew annually for an additional 2 years with Region 4 ESC agreement. Contract renewal year 1 was renewed on October 22, 2019, with the second and final year renewal renewed on October 20, 2020.

Defined Terms

1. **City:** City shall mean the City of Port Orange, a Florida municipal corporation, whose principal address is 1000 City Center Circle, Port Orange, Florida 32129.
2. **Contractor:** Contractor shall mean the person duly authorized to have an Agreement with the City to provide product and/or services as set forth in all Agreement documents.
3. **Parties:** Parties shall mean the City and Contractor collectively.
4. **Base Contract:** The original negotiated contract for goods and/or services that has been competitively bid and awarded, which extends the same pricing and terms of contract to the City.
5. **Contract Administrator:** Contract Administrator shall mean the person having the responsibility for the day-to-day administration of the Contract, Notice to Proceed(s) or written Purchas Order(s).

Terms and Conditions

1. The terms of the Base Contract for this Agreement and any exhibits attached hereto are incorporated herein by reference.
2. **In the event of any conflict between the Agreement, Signed Contract, RFP, Quote and Terms of Use, as attached, the following order of precedence will govern 1) This Agreement, 2) Signed Contract, 3) RFP, 4) Quote, and 5) Terms of Use, as attached. No amendments incorporated into the Agreement after execution will amend such Agreement, unless it specially states intent to do so and cites this section(s) amended. The order of precedence shall control when in conflict with provisions of any Laws or Regulations applicable to the performance.**
3. This Agreement and the documents incorporated herein by reference shall constitute the whole agreement between the Parties. There are no promises, terms, conditions, or obligations other than those contained herein, and this Agreement shall supersede all previous communications, representations, or agreements, written or verbal, between the Parties hereto.
4. **City Obligations.** In return for the services identified above, the City agrees to compensate Contractor at the prices set forth in Exhibit "2" attached hereto, subject to a limit not to exceed the budgeted amount for the fiscal year approved by the Port Orange City Council. All payments shall be paid upon receipt of invoice from Contractor in accordance with the Local Government Prompt Payment Act as set forth in Sections 218.70 through 218.79, Florida Statutes, as amended.
5. **Public Records Compliance.** If applicable, Contractor shall comply with public records laws as set forth in Chapter 119, Florida Statutes.
6. **Certificate of Insurance.** Contractor shall provide to the City a certificate of insurance identifying the City of Port Orange as an additional insured, in accordance with the same insurance terms as provided in the Base Contract.
7. **LIMITATION OF LIABILITY.** THE MAXIMUM TOTAL LIABILITY OF ONE PARTY TO ANOTHER SHALL NOT EXCEED THE LESSER OF THE TOTAL AMOUNT OF ANNUAL FEES PAID BY CITY DURING THE PRIOR TWELVE (12) MONTHS IMMEDIATELY PRECEDING THE LOSS OR AN AMOUNT EQUAL TO THE LIMITATIONS SET FORTH IN SECTION 768.28, FLORIDA STATUTES. IN NO EVENT SHALL EITHER PARTY BE LIABLE TO THE OTHER OR ANY OF THEIR RESPECTIVE OFFICERS, DIRECTORS, AGENTS, ASSIGNS, OR EMPLOYEES, FOR ANY INCIDENTAL, INDIRECT, SPECIAL, CONSEQUENTIAL OR PUNITIVE DAMAGES ARISING OUT OF OR RELATED TO CLAIMS MADE UNDER OR PURSUANT TO THIS AGREEMENT EVEN IF THE PARTY OR PARTIES HAVE BEEN APPRISED OF THE LIKELIHOOD OF SUCH DAMAGES OCCURRING AND WHETHER SUCH LIABILITY IS BASED ON CONTRACT, TORT, STRICT LIABILITY OR PRODUCTS LIABILITY.
8. **Controlling Law.** THIS AGREEMENT CONTAINS IMPORTANT MATTERS AFFECTING LEGAL RIGHTS AND IS ACCEPTED AND ENTERED INTO IN FLORIDA AND ANY QUESTION REGARDING ITS VALIDITY, CONSTRUCTION, ENFORCEMENT, OR PERFORMANCE SHALL BE GOVERNED BY FLORIDA LAW. ANY LEGAL PROCEEDING ARISING FROM OR IN ANY WAY REGARDING THE AGREEMENT SHALL HAVE ITS VENUE LOCATED EXCLUSIVELY IN THE CIRCUIT COURT OF VOLUSIA COUNTY, FLORIDA, AND THE PARTIES HEREBY EXPRESSLY CONSENT AND SUBMIT THEMSELVES TO THE PERSONAL JURISDICTION AND VENUE OF THE COURT.
9. **Confidential Information.** Except as expressly permitted hereunder, each Party shall hold in confidence and not use or disclose any materials or information disclosed by the other Party during the term of this Agreement that are confidential or proprietary, including personal data of Customer's employees and personnel ("Personal Data"), or which may be reasonably regarded as the confidential information of such Party ("Confidential Information") consistent with Florida Public Records Law. Each Party shall treat the other Party's Confidential Information with at least the same degree of care it uses to prevent unauthorized disclosure or use of its own Confidential Information, but in no event less than a reasonable degree of care and in full compliance with the Florida Public Records Law and as otherwise governed by Florida Statutes. Confidential Information will not include any materials or information that the recipient can prove (i) is now, or later becomes, through no act or failure to act on the part of the receiving Party, generally known or available to the public; (ii) is known by the receiving Party at the time of

disclosure as evidenced by its records; (iii) is furnished to the receiving Party by a third party, as a matter of right and without restriction on disclosure; (iv) is independently developed by the receiving Party without any breach of this Agreement; or (v) is the subject of a written permission to disclose provided by the disclosing Party. The Parties are permitted to disclose Confidential Information in response to an enforceable order by a court or other governmental body, as otherwise required by law, or as necessary to establish the rights of either Party under this Agreement; provided, however, that the Party disclosing such Confidential Information shall provide prompt prior written notice to the other Party (except as prohibited by applicable law) to enable the other Party to seek a protective order or otherwise prevent such disclosure.

10. Change Order Process: Requests made by the Contract Administrator or Contractor to modify the scope of work, schedule of work, or costs, shall require a City of Port Orange Change Order Form executed by both Parties. No changes shall be made, and no Contract shall be formed between the Contractor and the City until the City executes the Change Order. For convenience, an example of the Change Order Form is attached hereto as Exhibit "3."

11. Assignability of Contract. Neither this contract, nor any part hereof, may be assigned by the Contractor to any other party without the express written approval of the City Manager, provided, however, that the Contractor shall have the right to assign this Agreement to the surviving entity in a merger or consolidation or to a purchaser of all or substantially all of its assets without the written consent of the City.

12. Termination for Convenience of the City

(a) In accordance with Appendix D, the parties agree that the City may terminate this Contract for any reason upon forty-five (45) days' prior written notice, and receive a prorated refund for their annual fees (does not include onetime training QuickStart fees) for the remaining months of unused services based upon the effective date of termination. In accordance with Appendix D, termination, in whole or in part, shall be effected by delivery of a Notice of Termination signed by the City Manager or his designee, mailed or delivered to the Contractor, and specifically setting forth the effective date of termination.

(b) As applicable, upon receipt of such Notice, the Contractor shall:

- (i) cease any further deliveries or work due under this Contract, on the date, and to the extent, which may be specified in the Notice;
- (ii) place no further orders with any subcontractors except as may be necessary to perform that portion of this Contract not subject to the Notice;
- (iii) terminate all subcontracts except those made with respect to contract performance not subject to the Notice;
- (iv) settle all outstanding liabilities and claims which may arise out of such termination, with the ratification of the Finance Director of Port Orange; and
- (v) use best efforts to mitigate any damages which may be sustained by the Contractor as a consequence of termination under this clause.

(c) The Finance Director, with the approval of the City Manager, shall pay from the using department's budget, reasonable costs of termination, including a reasonable amount for profit on supplies or services delivered or work completed. In no event shall this amount be greater than the original contract price, reduced by any payments made prior to Notice of Termination, and further reduced by the price of the supplies not delivered or the services not provided. This Contract shall be amended accordingly, and the Contractor shall be paid the agreed amount.

(d) In the event that the parties cannot agree on the whole amount to be paid to the Contractor by reason of termination under this clause, the Finance Director shall pay the Contractor the amounts determined as follows, without duplicating any amounts which may have already been paid under the preceding paragraph of this clause:

- (i) With respect to all Contract performance prior to the effective date of Notice of Termination, the total of:
 - (1) the cost of work performed, or supplies delivered;
 - (2) the cost of settling and paying any reasonable claims as provided in paragraph (c) (iv), above;
 - (3) a sum as profit on (a) determined by the Finance Director to be fair and reasonable.
- (ii) The total sum to be paid under (i) above shall not exceed the contract price, as further reduced by the contract price of work or supplies not terminated.

[Remainder of this page intentionally left blank]

EXHIBIT "2"

Contractor's Revised Quote to be Provided

Consisting of 30 Pages



PREPARED FOR

City Of Port Orange
1000 City Center Circle
Port Orange, FL 32129-4144

PREPARED BY

Dude Solutions, Inc.

PUBLISHED ON

November 23, 2020



This SOW has been defined to leverage DSI's experience, while optimizing the use of resources, thereby maximizing cost efficiencies on behalf of Client.

Based on our current understanding of the complexity and scope of this effort and the expected involvement of the DSI team resources, the current estimated Fixed Price for this engagement is shown in the Investment table. This estimated cost breakdown is as follows:

Pricing is based on:

- Omnia Partners Purchasing Agreement: <https://public.omniapartners.com/suppliers/dude-solutions/contract-documentation> (<https://public.omniapartners.com/suppliers/dude-solutions/contract-documentation>)
- Unlimited Users
- City Population of 64,000
- 160 hours of historical data entry
- Initial Term = Now to September 30, 2021

Solutions - Subscription

SmartGov - Enterprise		
- SmartGov Permitting		
- SmartGov Code Enforcement		
- SmartGov Business License		
SmartGov Connector Financial		
SmartGov Connector Merchant		
SmartGov Connector Active Directory		
SmartGov Connector BlueBeam		
	Subscription Term: 9 months	
	4 months included at no additional cost	Subtotal: \$18,206.32

Implementation & Services

Portal Configuration	
Parcel Connector Configuration	
Map Connector Configuration	
	Subtotal: \$69,879.15

Department Types / General Configuration	
Fees Configuration (Pages)	
Financial Connector Configuration	
Merchant Connector Configuration	
Active Directory Connector Configuration	
Digital Mark-up Tool Connector Configuration	
Web-Based Training	
Data Migration	
Project Management	
	Subtotal: \$69,879.15
Total Initial Investment	\$88,085.47 USD

Pricing for the First Renewal Term is \$43,694.00.

The above level of effort and associated pricing is based on the SMARTGOV package selected by City Of Port Orange and is subject to change based on defined client requirements that may be discovered during project delivery. Any identified project scope or requirements changes will be addressed via DSI Change Control Authorization ("CCA") process.



Software for Smarter Operations



Introduction

Dude Solutions, Inc. ("DSI") is pleased to submit this Statement of Work ("SOW") to City Of Port Orange for SmartGov Professional Services. SmartGov streamlines permitting, planning/zoning, Inspections, code enforcement, and business licensing, providing efficiency for your jurisdiction and enhanced customer service for your citizens. The package City Of Port Orange has chosen for implementation of SmartGov will be implemented using proven processes and methodologies managed by an experienced project manager dedicated to delivering a successful project.

DSI looks forward to the opportunity to deliver these services and the ever-lasting development of a strong business partnership.

Definitions

In addition to the terms defined elsewhere in this SOW, the following terms have the following meanings:

"Change Control Authorization" or "CCA" means any request by the client to modify the scope of work, schedule, or costs will require preparation of a Change Control Authorization ("CCA" or "change order") form detailing the work to be performed, as well as the associated costs and schedule impact. Additional work will be performed only after both parties have duly executed the CCA. Scope of work changes will impact the project schedule which will be updated to reflect such changes upon CCA approval.

"Closing Phase" means the phase that represents the completion of a project where all metrics are finalized, all deliverables are complete and accepted by client, and all remaining billing/invoicing takes place prior to project closure and acceptance.

"Deliverable Acceptance Form" means the form that is a standard PMO form used for client to agree to accept a deliverable as complete and final.

"Escort" means the client provided resource/person to take Dude Solutions, Inc. ("DSI") resources around client facilities and provide access to restricted areas agreeable between client and DSI as needed.

"Executing Phase" means the phase of the project where deliverables are developed and completed.

"Fixed Price/Fixed Fee/Fixed Price Project" means the project pricing includes all services, tasks, and expenses associated with the client project.

"Monitoring and Controlling Phase" means the phase for measuring project progression and performance and ensuring that everything happening aligns with the project management plan.

"Onsite Services Completion" means onsite services have been completed and when necessary, the Deliverable Acceptance form will be used to document the completion of deliverables provided during the onsite services visit.

"Orientation Call" or "Project Kick-Off Call" means the call/meeting which begins the project and proper expectations are set between DSI and the client.

"Output Documents" standard or custom documents generated from SmartGov "e.g. permits, Certificates of Occupancy, violation letters, business licenses, receipts"

"Orientation Call Completion" means the Orientation Call or Project Kick-Off Call has been completed and the project has begun and proper expectations have been set between DSI and the client.

"Professional Services or Services" means professional, technical, consulting and/or other services.

"Project Completion" means the project completion occurs when all deliverables of the project have been completed and accepted by the client via the Project Completion Acceptance Form.

"Project Completion Acceptance Form" means the form that is a standard PMO form used for client to agree to accept a project as complete and final.

"Project Management Methodology" means the manner and process used to deliver services projects.

"Project Management Office" or "PMO" means the office that provides the oversight and standardized processes to consistently deliver projects in a concise, consistent, and standardized manner. The PMO manages and maintains the processes and standard templates utilized to manage DSI projects.

"SmartGov Modules" means the Permitting Module (permits for all departments), the code Enforcement Module, the Business Licensing Module, and the Recurring Inspection module.

"Software Component Configuration" means the components within the software have been configured per client specifications.

"Statement of Work Acceptance" means the signing and accepting of the terms of the Statement of Work document by client.

"Support Engagement" means the point in the project where implementation services end and product support begins.

"System Configuration Completion" means the configuration items within the software have been configured per client specifications.

"System Level Configuration Items" standard configurable items that are applied across departments and case templates.

"Training Completion" means the onsite or virtual training has been completed and when necessary, the Deliverable Acceptance form will be used to document the completion of deliverables provided for completion of the onsite or virtual training services.

"User Acceptance Testing – UAT" means that after the system is configured the client will have an opportunity to perform user level testing based on client developed test scripts. DSI will correct issues as documented and presented during this process.

Project Scope and Approach

Implementation Process Overview

In order to successfully implement the SmartGov application, DSI will work with City Of Port Orange to understand requirements necessary to configure and set up the SmartGov application to streamline processes related to permitting, planning/zoning, inspections, code enforcement and business licensing for your jurisdiction and citizens. Once the City Of Port Orange has reviewed, and approved these requirements and processes, DSI will configure and setup the application to support the City Of Port Orange's unique business rules.

Following the configuration and modeling work, DSI will train the City Of Port Orange's team using its jurisdiction-specific configuration. After training, DSI will work with City Of Port Orange to test the work performed and provide the necessary updates to successfully implement the solution. The system will then be ready to go live in production. If the City Of Port Orange purchases "Go-Live Support" packages, DSI will provide support for the period of time defined in the statement of work.

Customer Implementation Engagement Sessions ("CIES")

Client project team representatives and DSI project team representatives will dedicate time to meet in person or via teleconference to maintain communication and conduct coordination of project activities and tasks.

Deliverables

Dude Solutions will provide the following task deliverables:

- Project Management Meeting Schedule
- Data Migration and Technical Design Meeting Schedule
- Configuration Meeting Schedule
- Meeting notes or recordings for all scheduled meetings

The client will provide the following resources or task deliverables:

- A complete project team roster, including email addresses, phone numbers, and roles / titles
- Necessary communication / information to allow all project schedules to be finalized
- Timely response to task-related emails or phone calls to enable on-time completion of all assignments
- A minimum of 24-hour notice if all minimum required members for any scheduled meeting cannot attend the meeting. This will allow the meeting coordinator sufficient time to cancel or re-schedule the meeting as necessary

Assumptions and Constraints

- Initial proposed meeting plans from DSI will reflect the minimum recommended frequency, duration, participants (by job title or role), topics, and action items to address the full SOW
- Final meeting plan will be approved by the client key sponsor(s)
- Coordination and integration of the PM meeting, data migration, technical design meeting, and configuration meeting will align with the scope of the project, client organizational structure, and assigned resources
- The Client will provide dedicated knowledgeable technical resource available for questions

- The Client will provide a dedicated knowledgeable resource for mapping analysis
- The Client will provide read only access and screen shots for various permits/case types to provide context to DSI data migration specialists
- The Client will provide resources for validation throughout the process
- Client will provide side-by-side data entry for 2 weeks prior to go-live
- Response time for questions is one business day
- DSI may require up to 3 backups of data for each database throughout the process

Planning, Initial Set Up & System Level Configuration

Configuration begins with planning and analysis necessary to establish the overall configuration approach. After planning, and once the approach is documented and agreed to, DSI will set up the SmartGov environments to support implementation. DSI Consultants begin configuration with system level items or items that apply generally across all departments and types of configuration items.

Setup of environments to support SmartGov implementation and configuration of core items in each SmartGov module that are specific to City Of Port Orange 's requirements. These core items are defined/configured at the client level [i.e. these are configurable items that will be standard or shared across all departments and configuration types].

Deliverables

Dude Solutions will provide the following task deliverables:

- A Configuration Plan document that includes:
 - Identified current and future state business processes to be supported by the final product via the configuration work effort
 - Recommended approach to configuration that supports the identified business processes and activities
 - Configuration details for all permit, inspection, license, and code enforcement types to be configured in SmartGov. All templates required for creating the configuration types will be created in SmartGov based on requirements gathered in meetings with the client
- SmartGov Environments to support the implementation process including:
 - Configuration (Dude Solution access only for configuration)
 - Validation (client has access for testing, can be refreshed with configuration copy upon request)
 - Training
- Weekly configuration status reports (in PDF format) generated from the client specific configuration instance of SmartGov. These reports serve as the primary source to demonstrate core configuration elements, status, and needs
- Jurisdiction configuration, per Configuration Plan, to include as needed:
 - Parcel and/or address information management
 - Contact information management
 - Contractor license information management
 - Receipt/transaction information management
 - Inspection scheduling information management
 - Configurable screen display settings

- User configuration per Configuration Plan, to include as needed:
 - Individual User Rights
 - Available Departments
 - Available Distribution Groups
 - Available Inspection Qualifications
 - Available Security Groups
- Job configuration per Configuration Plan, to include as needed:
 - Default list of available queued jobs
 - Queued job parameters
- Administrative & shared configuration rules per Configuration Plan, to include as needed:
 - Administrative processing rules where available in the configurable Jurisdiction Values list
 - Standard status options for cases, submittal items, workflow steps, step actions, inspection types, inspection actions, accounts, and intervals
 - Standard expiration rules
 - Standard online processing rules [for the portal]
 - Standard reports available across all case types

Assumptions and Constraints

- The Configuration Plan will be based on information delivered to, or collected by, the DSI Consultant within a specified time frame established at the project kick-off
 - During the development of the Configuration Plan, the client provides representatives for all work units with work activity to be supported by the final delivered product
- Client will provide access to the appropriate leaders and/or subject matter experts to ensure meaningful engagement at all required meetings and to ensure on-time completion of assigned action items
- Client will provide access/links to any public, or private, web sites or operating systems, if needed, to gather complete business requirements
- The Configuration Plan can meet client requirements and can be fully executed within existing product design in all modules
- The Configuration instance will be solely owned by the DSI Implementation team and serves as the primary source for the final delivered product design
- The Validation instance will be sole source used by the client to complete all assigned configuration UAT tasks
- The Training instance will be used solely by members of the client project team to assist in understanding SmartGov functionality. It will contain default data sets and serves as a temporary "sand box" for assigned users.
- The client will designate one person on their project team to serve as the final decision-maker for all system level configuration elements. These are configured settings that are shared across SmartGov modules, and/or are settings common to all departments / divisions / users

- When configuration tasks, or related work effort, requires information to be submitted to the DSI Implementation team in a specific file format or within specified parameters, the client is able to comply with these stated requirements
 - Note: If the client cannot provide information in the DSI standard format, the assigned Project Manager will determine if a formal Change Request or additional contracted SOW is needed to provide assistance in developing or converting the information into the desired format

Module Case / Department Types

SmartGov implementation activities include the set up of case templates in one or more of these modules: Permitting, Licensing, Code Enforcement and Recurring Inspections. These case templates must be used to create records in SmartGov in each module. Your DSI Consultant will provide specific information about the minimum required elements to be configured for the case templates in each module; these required case template elements do vary by module.

Deliverables

Dude Solutions will provide the following task deliverables:

- Case template baseline elements, per the Configuration Plan, to include as needed:
 - Case record reference information
 - Template specific expiration, renewal or interval rules
 - Template specific default submittal list
 - Template specific details (custom attributes) that are required for any of the following: application intake, workflow step completion, inspection completion, fee calculation, or mandatory regulatory reporting
 - Template specific default workflow steps for Admin, Review, and Final work lists
 - Template specific default inspection list
 - Template specific list screens such as Bonds, Fixtures, Valuations, Violations, Citations, Lien, or Items
- Once baseline case template configuration is completed, any expanded configuration beyond baseline must be discussed during Configuration Meetings with the Consultant and approved by the assigned PM. Expanded configuration elements, if approved, may include
 - Non-essential custom attributes
 - Work step dependencies and due dates
 - Step actions and Inspection actions
 - Default Parent-Child case linkages
 - Workflow cycling feature
 - Template specific tab appearance
 - Standard note types and note codes
 - Standard condition types and conditions
 - Standard code references
 - Template specific report links

The client will provide the following resources or task deliverables:

- Specific lists of all types of applications, forms, or other documents that describe all services to be supported by SmartGov at the time of project "Go Live"
 - This list should be inclusive of all in-scope departments
 - This list should conform to requested formatting and scope instructions, as communicated by DSI
- A PDF or Word version of all customer-facing documents (forms, letters, cards, etc.) expected to be generated by SmartGov
- A publicly accessible URL, or electronic copies of reference information, that provide all pertinent state, county or local regulatory information that are known to impact business operations to be supported by SmartGov
- A fully approved version of the template validation workbook
- Approval via email or other written correspondence of any other identified forms, as requested by the Consultant

Assumptions and Constraints

- The scoped number of department templates for this SOW are 58 types. If the number of department types identified during the configuration work effort exceed the number of types scoped for this SOW, the additional types may be introduced into the scope of the project via the DSI CCA process once signed and approved by the DSI Project Manager and the client Project Manager.
- Case template configuration will be completed within existing product design in each module.
- DSI will configure each application or request type in the SmartGov module that best supports the associated workflow. The primary goal of configuration of case templates is to optimize SmartGov capability
 - Note: This assumption means that recommended case template configuration may or may not align with current internal customer naming convention or legacy system design
- The total number of case templates to be configured across all modules will be stated in the Configuration Plan. This total may vary from the initial sales order, where applicable, if approved by the DSI Project Manager
- A complete list of case templates to be configured across all modules will be approved by the client key sponsor, or their delegate, no later than the third Configuration Meeting
- Baseline configuration for case templates identified in the Configuration Plan will be completed before any expanded template configuration work will be done
- Baseline configuration for case templates listed in the Configuration Plan will support the end-to-end work steps that correspond to each default SmartGov Process State in the applicable module.
- If case templates or department types are identified during the configuration work effort, that are not documented in the original Configuration Plan or exceed the number of types scoped for this SOW, the additional templates or types may be introduced into the scope of the project via the DSI CCA process once signed and approved by the DSI Project Manager and the client Project Manager.
- Super Admin training will include how to maintain or update case templates

Financial Setup and Fees Pages

Configuration of GL Accounts and Fee Codes as needed to support financial transactions for any business activity to be supported by SmartGov.

Deliverables

Dude Solutions will provide the following task deliverables:

- A weekly Fee List Report that reflects all configured active fees and their associated GL Accounts
- Configuration of permitting module fee codes necessary to support all configured case templates
- Configuration of Licensing module fee codes necessary to support all configured case templates
- Configuration of Code Enforcement module fee codes necessary to support all configured case templates
- Configuration of Recurring Inspection module fee codes necessary to support all configured case templates
- Configuration of other fee codes required to support routine transaction activity including NSF ("Non-Sufficient Funds") fees, administrative fees, fines, regulated surcharges, convenience fees, and the like
- Configuration of fast track fees, deferred fees, and tax exempt fees within current product design.
- Configuration of the timing during the workflow process that each fee will be assessed and may have payment applied against the fee within current product design
- Configuration elements as needed to support online [SmartGov portal] payments
- Setup and definition of Fees Pages

The client will provide the following resources or task deliverables:

- A copy of all current fee schedules for all in-scope departments and business functions
- A current list of GL Accounts
- The last two monthly or quarterly relative financial reports
- A copy of any other operating document that contains pertinent information regarding any assessed charges, surcharges, potential fines, etc
- Contact information for one or more subject matter experts in the appropriate finance departments. This is to facilitate efficient information gathering from both operating and finance departments / divisions

Assumptions and Constraints

- All fee codes will be configured within existing product design
- A GL Account list approved / authorized by the client's finance department is provided to the DSI Consultant. This GL Account list will be limited to accounts associated to fee codes to be configured in SmartGov
- GL Accounts and Fee Codes will be configured with product design parameters
- All configured fee codes will be derived from documented fee schedules or comparable client documentation provided to the DSI Consultant. Updated fee schedules or related documents that are provided after the initial versions may be incorporated into the final configuration if there is no adverse impact on the project schedule
- Fee codes will be configured to optimize SmartGov capability, and therefore may not be identical to legacy system fees
- Determination of the specific fee codes to be defaulted within each module case template will be determined by the designated client project team member
- Validation of case templates will include validation of fee code functionality
- User security rights will address fee code management within current product capability
- Super Admin training will include instructions for maintenance of GL Accounts and configured fee codes

Portal Configuration Setup

Configuration of required elements to enable in-scope functionality associated with the SmartGov online portal, as stated in the Configuration Plan.

Deliverables

Dude Solutions will provide the following task deliverables:

- A Portal Validation site to demonstrate and test Portal configuration
- Information regarding Portal set up options
- A Portal set up workbook template

The client will provide the following resources or task deliverables:

- A fully completed and approved Portal Set up workbook
- Any written content to be visible in portal that is not configurable
- Resources to test Portal configuration

Assumptions and Constraints

- The client will be responsible for taking steps to integrate the SmartGov portal into existing online sites
- Online payments will not be enabled without also purchasing the Merchant Services connector
- The client will be able to determine the level of online integration with their business processes, within existing product design
- Portal configuration will occur along with configuration of module case templates.
- Validation tasks will include distinct tasks to approve Portal set up
- Portal user security will be defined using existing product functionality
- Super Admin training will include information about options for the client to maintain / update portal configuration

Parcel Connector Setup

The parcel connector is an optional feature that is used to keep the parcel repository in SmartGov up to date. Parcel data that is typically maintained in a county assessor's system is used as the primary reference for modules in the SmartGov application. Parcel profile information, such as Parcel Number, Site Addresses, Current Owner, Legal Description, Section, Township, Range, Quarter, Subdivision, Block, Lot, and Neighborhood, is accommodated in standard data fields. Additional attribute data may also be stored in our custom detail area. Additionally, if the associated latitude and longitude data is available, those coordinates can be added to the parcel record to allow users to geographically locate information on the map.

Deliverables

Dude Solutions will provide the following task deliverables:

- A tested, working parcel connector along with a list of unresolvable errors to be addressed

Assumptions and Constraints

- Parcel Connector required fields supplied

Map (GIS) Connector Setup

The Map (GIS) connector allows for the display and viewing of a geographical map based on parcel data provided in SmartGov. The Map (GIS) connector will display layers on the SmartGov map based on the clients current Geo-database.

Deliverables

- Map layers configured and available for display on the SmartGov map
- Parcel layer registered in SmartGov for use with SmartGov popup
- Ability to turn layers on and off
- Training to configure layers going forward

Assumptions and Constraints

- Client will provide URL to ArcGIS REST Service with layers for SmartGov to consume and display on the map
- Layers are required to be hosted on an ESRI server
- Layers must be available via HTTPS
- Server must have valid security certificate issued by a digital certificate authority (not self-signed)
- Layer formats supported:
 - Map Services
 - Feature Services
 - Tiled Services
 - Web Map Service (WMS)

Financial Connector Setup

The receipt extract for the Financial Connector is a job process that allows SmartGov to export data in electronic file format that can then be imported into an external financial management system ("FMS"). The purpose of receipt extract is to automate the export process and allows users to update their preferred FMS with the selected receipt data generated in SmartGov. The extract is provided in a comma delimited file format that is run as an on-demand job within the SmartGov application. The file format and export settings are fully customizable depending on the needs of the client FMS. These export setting will be defined early on during the planning phase, so all stakeholders have a clear understanding on the type of data that needs to be included in the extract file.

Deliverables

- Financial Reports with summary and detail information processed in the system:
- Receipt detail
- Reconciliation Reports
- Financial reports for daily extract validation

Assumptions and Constraints

- Client will provide Financial Management System ("FMS") data access for extracts
- Client to provide list of data elements for the connector integration
- FMS data will be extracted into a .txt file for SmartGov consumption

- Extract jobs can be scheduled or run manually

Merchant Service Connector Setup

SmartGov's public portal can be configured to interface with 3rd party payment gateways to accept credit card transactions. SmartGov does not store any credit card information or other sensitive information relating to credit card transactions processed via the portal. Most payment gateway providers will transition the user from the SmartGov site to their own secure site in order to complete the transaction before redirecting the user back to SmartGov. This allows the payment gateway provider to maintain the secure information and pass only necessary information, such as a confirmation or transaction reports, to SmartGov.

The first step to implement the connector is for DSI to build the interface between SmartGov and the selected payment provider. If the provider is new, DSI will first need to build the technical backend process to enable electronic transactions to/from SmartGov. Once the initial backend setup is complete, SmartGov can be configured to process payments.

Each payment gateway provider has different sets of specifications that they require to be sent to their system to authenticate payment information. When DSI builds a connector to a payment gateway provider, a new option will become available in the Payment Vendor drop down menu on the Administration Portal Payment Configuration page. If a payment gateway provider does not have a connector to SmartGov, no option will be available in the drop down menu. The payment gateway provider should provide the necessary information to the Jurisdiction in order to complete the setup process. Administrators may be asked to provide additional URLs to SmartGov pages for navigation purposes.

Deliverables

- Configure the Merchant Service connector to process payments for client services and transactions processed in SmartGov
- Configure the 3rd party payment gateway to accept credit card transactions

Assumptions and Constraints

- SmartGov does not store any credit card information or other sensitive information relating to credit card transactions processed via the portal
- Merchant Services Gateway Payment Provider Partners include:
 - ACI Universal (Official Payments) – Integrated Level 1 Payment Process - Postback v2.4
 - Authorize.NET Service Integration method (SIM)
 - BridgePay
 - ETS Corporation – Hosted E-Com Payment Page Service v1.50<
 - First Data Global Gateway Connect v1.3
 - First Data Global Gateway E4
 - FISGlobal – PayDirect Web
 - GovPay
 - PACE Technology Engine
 - PayPal – Pay Flow Pro
 - Point & Pay – Parameter Passing v3.0
 - PayGov
 - Paymentus

- Reliant Pay
- TransFirst
- US Bank – E-Payment Service v12.1 (Elavon)
- Wells Fargo
- XpressBillPay

Digital Markup Tool Setup

Configuration to support electronic plan review utilizing Bluebeam Prime Studio.

Deliverables

- Enable the Bluebeam connector
- Configure selected permit types to allow electronic plan review
- Configure specified submittal requirements for the electronic plan review process
- Instruction on the configuration and use of the Bluebeam integration

Assumptions and Constraints

- Electronic plan review is only available in the Permitting module
- Only .PDF files are eligible for electronic plan review
- Training in the use of Bluebeam software will not be included
- Client is responsible for purchasing the necessary Bluebeam components as outlined below:
 1. A subscription to BlueBeam Studio Prime and;
 2. BlueBeam ReVu client software for each user. The following editions of the most current Bluebeam version are supported:
 - Standard
 - eXtreme
 - CAD

Data Migration

Data Migration can be a complex process and demands that solid requirements are well defined in order to prepare for the data migration process. Many clients start out with "we want everything" migrated to SmartGov. However, experience has shown that once the requirements of data to be utilized in SmartGov have been reviewed, this often reduces the need for all information in legacy systems. Dude Solutions will help the client determine the real needs for data to be migrated from the legacy system to SmartGov. Decisions will be made jointly via a thorough analysis of the legacy system data and how or if the legacy data should be targeted to be migrated to SmartGov.

The consulting team will ask a series of questions, such as:

- What is the reason you want to migrate your data?
- What are your public data request requirements?

- What is the required retention period?
- What elements are required to meet the need? Once determined, this can expand or lessen the scope to include or eliminate other data points that need to be tracked moving forward
- Are legacy systems still available to extract data from?
- Do you need to report on this data?
- Do you need to be able to search for this data? What is the Search criteria? These questions will help us determine where to store data within SmartGov

The data migration process will include the following steps:

1. Define requirements
2. Map data elements
3. Extract data
4. Transform data
5. Load data
6. Perform data validation with client
7. Resolve data issues
8. Validate resolution
9. Obtain fresh copy of data
10. Add migrated data to configuration
11. Validate data and system configuration
12. Perform end to end testing
13. Perform final data migration
14. Move to Production/Training environments
15. Migration sign-off

Deliverables

- Dataset assessment and set priorities with client
- Evaluate data quality
- Work with client to cleanse data prior to extract
- Map data elements
- Determine migration pre-requisites and sequencing

- Define migration approach based on requirements definition
- Create and execute validation checklists

Assumptions and Constraints

- Client will provide information related to:
 - Data Source
 - Database/Source Type (SQL Server, Access, Oracle, etc...)
 - Type of Data (tabular, documents, permits, financial, etc...)
 - Active data usage
 - Point of Contact who know the data structure and content usage
 - Provide data validation and testing resources

Standard Reports (70 Reports Included)

DSI will provide the client reports (reports and output documents) that includes 70 standard reports. Normal modifications to these reports to entail updating client specific information and logos not related to data output.

- Custom Reports: SmartGov comes with 70 standard reports and output documents. Using tools in SmartGov, client staff can add the client's logo and modify header and footer information.

Deliverables

- 70 standard reports
- Edits will be made to add client specific logo and information i.e. company name, address, phone

Assumption and Constraints

- Modification to standard reports will be related to Client branding and logos

Post Go-Live Support

DSI will provide the client with "Post Go-Live Support" which includes additional training, configuration support, reporting assistance, transaction based support, and work with the client on basic production related issues or questions for utilizing the system.

Deliverables

Provide production related post go-live support for 30 days after go-live date.

Assumptions and Constraints

- System configuration and all implementation tasks have been completed and client is using the SmartGov system in production

User Acceptance Testing "UAT"

DSI will work with the client to conduct User Acceptance Testing ("UAT") upon the completion of configuration and development tasks to confirm SmartGov functionality using the client's UAT Test scripts, developed by the client. The client will execute their test scripts and communicate the results of the test scenario as either pass or fail. DSI will review the UAT test log for issues and will assign these issues to the appropriate resource for resolution. DSI will have up to ten (10) days to correct any functional item that fails a test, or provide a mutually acceptable written explanation of when the failed item will be corrected. In the event a bug is identified, the bug issue will be assigned to the DSI Engineering Team for assessment. DSI Engineering will then provide an estimated time frame for resolution. The client has the right to conduct additional UAT Testing for items within project scope.

Deliverables

DSI will provide the following task deliverables

- SmartGov Validation environment ready for system User Acceptance Testing
- Review any discrepancies found by the client during UAT Testing
- Correct any functional item that fails a test within 10 days, or provide a mutually acceptable written explanation of when DSI will correct the failed item
- Identified software bugs will be addressed by DSI Engineering for assessment. DSI Engineering will then provide an estimated time frame for resolution
- Provide tools for documenting UAT test scripts in the UAT testing Plan and issue tracking log as needed, client may use their own UAT Testing Plan document if available

The client will provide the following resources or task deliverables

- Create a User Acceptance Test Plan with scenario based test scripts to include end-to-end system and client business process functionality, system workflow, system configuration, data migration, interfaces, reports, etc
- Execute UAT Testing Plan
- Track and document test results
- Written acceptance of System User Acceptance Testing complete via the DSI Deliverable Acceptance Form

Assumptions and Constraints

- The client will develop a UAT Test Plan
- The client will provide resources for User Acceptance Testing throughout the process
- The client will track and document test results in a mutually agreed format
- DSI will provide resources to address discrepancies

Upon successful completion of UAT Testing, Client will sign a DSI Deliverable Acceptance form, provided by the DSI Project Manager, to document their acceptance of UAT Testing and acknowledgement that UAT Testing has been completed successfully

Project Management / Engagement Management

The Project Manager's primary goal is to deliver the project within defined constraints through planning, scheduling, and controlling those activities required to achieve the project's objectives and meet customer expectations. The Project Manager strives to deliver on schedule, within budget, within scope, and at the desired performance level.

DSI assigns a professional Project Manager and/or a professional Engagement Manager for every consulting engagement. DSI's Project Management Office ("PMO") and Project Management Methodology provides Project Managers with a formal framework that is used in initiating, planning, managing (executing, monitoring, and controlling), and closing DSI's customer projects. DSI's Project Manager will have the primary responsibility for coordinating all activities for this SOW including scheduling resources, confirming project activities and that all project deliverable and defined activities are executed within the scope of this SOW. DSI's Project Manager will serve as the single point of contact for the project related to this SOW.

DSI's Project Management Methodology provides a defined set of phases and deliverables per Project Management Institute Best Practices which include a series of planning phase activities, including initial alignment meetings to prepare for the kickoff meeting to enable all project participants to understand the project scope, project plan, and objectives. The project kickoff meeting will allow all participants to be introduced, review and understand the delivery methodology, define team roles and responsibilities, review the communications and risk management plans, review documentation templates, review the SOW and project schedule. The Executing phase allows DSI Project Managers to direct and manage project progress through task execution, distribute project related information per the Communications plan, Quality Assurance per the SOW guidelines, project team development and coaching, and checkpoint meetings to review project progress during each work week, and weekly status meetings. The Monitoring and Controlling phase provides the DSI PM with the toolset to manage the triple constraint triangle of scope, cost, and schedule through integrated change control, quality assurance, deliverable validation, risk monitoring and control, performance monitoring to plan and schedule, and initiating corrective action measures. In the Closing phase, the Project Manager will verify product and deliverable acceptance, perform final financial audits, lessons learned, project archive delivery and updates, and formal project completion acceptance from the customer.

Project Management activities include:

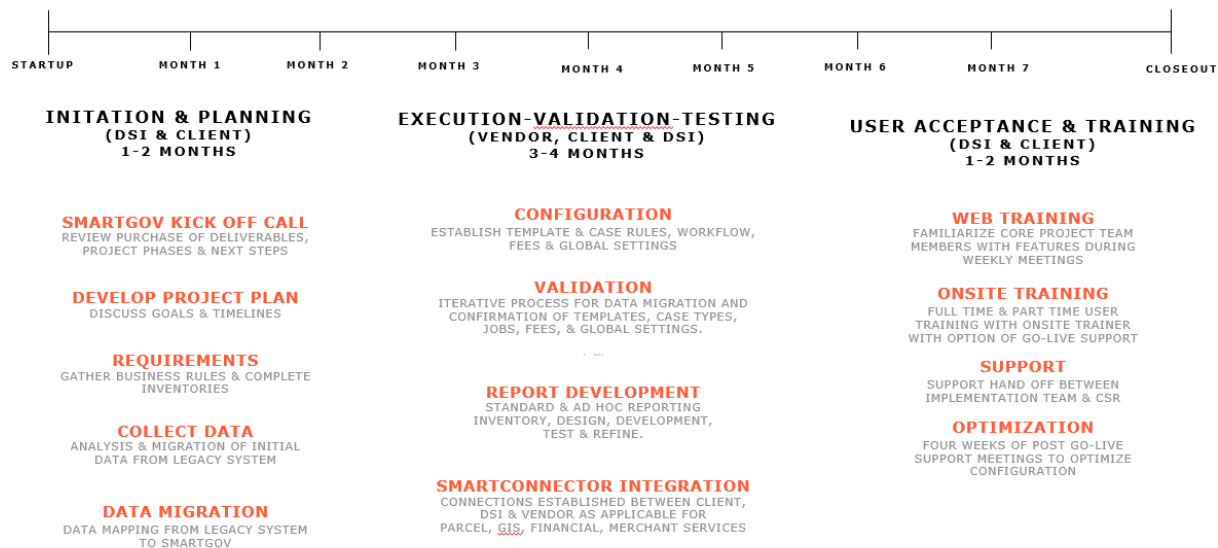
- Project planning and kickoff meetings
- Project schedule developed per SOW tasks, deliverables, and resource assignments
- Status reporting and status meeting
- Continuously communicating, planning, and scheduling updates
- Schedule and budget monitoring, and scope management
- Risk Management planning to continuously identify, analyze, and mitigate risks
- Action Item and decision tracking, as well as resolving and escalating issues
- Quality Control
- Change control management
- DSI project resource management
- Work product completion and deliverable acceptance management
- Project Completion Acceptance execution

Project Timeline

DSI anticipates commencing this project on a mutually agreeable start date upon receipt of an executed SOW acceptance page ("Acceptance") found at the conclusion of this document. Within two weeks of the Orientation Call, the DSI Project Manager will schedule a mutually agreeable date and time for the project kick-off meeting. As a deliverable of the kick-off meeting, the DSI Project Manager will develop a project schedule to be shared with the clients' project manager for review and agreement. As a deliverable of the kick-off meeting, the DSI Project Manager will develop a project schedule to be shared with the clients' project manager for review and agreement.

The following generic process will be followed for the implementation of this project. Below is a depiction of the generic process the DSI Project Manager/Engagement Manager will follow for the implementation, DSI reserves the right to modify this process to reflect the scope of this project.

SMARTGOV High Level Process



Professional Services Invoicing / Billing

Invoicing Terms

DSI will generate project invoices when the above product codes are completed for the value of the product code as shown in the Investment table.

Travel Expenses

Travel expenses are inclusive in Dude Solutions pricing for your project.

DSI understands there are extenuating circumstances that require a change in scheduling. DSI will make every attempt to accommodate cancellation/rescheduling requests on an as-needed basis. Rescheduling requests will be subject to resource availability and every attempt will be made to meet requested timeframes and timelines, however, no guarantee can be made for requested dates or times. Client accepts that DSI will reschedule based upon our resources' next availability that meets the project duration requirement to complete the scope of work.

Cancellation Policy

Cancellation and Rescheduling requests will be managed per the below policy:

Cancellation/Rescheduling Fees: In the event that the Client requests to reschedule their onsite work date(s), Client must reschedule 14 days in advance of the scheduled onsite work. Any requests for rescheduling onsite work within the 14-day window prior to the scheduled onsite date, will require the Client to reimburse DSI the full cost of any **Cancellation Fees** and **Re-booking Fees** incurred.

Definitions:

- **Cancellation Fees:** Any actual fees incurred by DSI from its travel providers which are the result of the Client canceling work for scheduled date(s) which are not immediately rescheduled, including, but not limited to fees charged for airfare, train, rental car, and hotel.
- **Re-booking Fees:** Any change fees associated with changing travel arrangements to accommodate a rescheduled date requested by Client including, but not limited to, any difference in reasonable travel costs (airfare increase, hotel increase, rental car increase) incurred when re-booking for requested dates.
- **Force Majeure:** Client will not be held liable for Cancellation or Re-booking Fees incurred by DSI as a result of an act of God, such as an earthquake, hurricane, tornado, flooding, winter super storm, winter weather that shuts down a facility, or other natural disaster, or in the case of war, action of foreign enemies, terrorist activities, labor dispute or strike, government sanction, blockage, embargo, or failure of electrical service within a facility's power grid.

DSI Project Team Roles and Responsibilities

The roles listed below comprise the DSI team supporting this project. The team brings a wealth of experience and knowledge that will provide you with the highest caliber of expertise, thought leadership, and project management. *Due to the size and scope of the project, one person may play multiple roles, to be determined by DSI as appropriate.*

- **Senior Implementation Consultant:** The Senior Technical Consultant ("STC") will develop and deploy the solution and ensure that it meets the business requirements for the project. The STC's goal is to deliver a responsive system that complies with the functional specification. The STC defines, designs, and implements the features or products that meet the client's functional expectations.

- **Implementation Consultant:** The Implementation Consultants ("IS") primary role is to provide project implementation support by setting up a client's account, performing system configuration as defined in the scope of the project, creating/modifying templates as defined in the scope of the project, and creating or modifying standard or custom reports as defined in the scope of the project or requirements discovered during requirements gathering sessions.
- **Project Manager / Engagement Manager:** The Project Manager's ("Project Manager" or "PM") / Engagement Manager's ("Engagement Manager" or "EM") primary role is to deliver the project within the project's defined constraints through planning, scheduling, monitoring progress, controlling scope, and managing client expectations. The PM/EM manages the process to release the correct product on schedule and within budget.

Project Assumptions and Constraints

DSI has made the following general assumptions in this SOW to derive the estimated cost for this project. It is the responsibility of City Of Port Orange to validate these assumptions and responsibilities before signing the Acceptance. Deviations from these assumptions may impact DSI's ability to successfully complete the project and will be addressed via a CCA process, as appropriate. Any changes in scope, schedule, or costs will be documented via the CCA process, whether there is a cost impact or not. Zero dollar CCA's will be used as mutual agreement documentation for scope and schedule changes.

Project Assumptions

- Client business stakeholders must be available for onsite visits and working phone conversations.
- DSI resources will be onsite as planned and scheduled.
- Prerequisite data gathering, related to an orientation call or requirements gathering session onsite, must be completed prior to scheduled onsite or orientation call date in order to maximize onsite consulting time and resource productivity.
- DSI is not responsible for delays caused by missing data or other configuration information that is required to be available prior to the onsite visit. Having the requested data and configuration information available prior to the onsite visit may minimize delays so progress can be made quickly.
- Regarding requested enhancements or new feature development, the request will be fully documented and delivered to the DSI software engineering team for review for product inclusion, definition, development, prioritization, and sprint release development and confirmation.

General, Administrative, and Cost

- DSI must be in receipt of this SOW, signed by an authorized Client representative, prior to initiation of services including orientation calls or onsite visits.
- As applicable, designated deliverables must be approved in writing using the *DSI Deliverable Acceptance form*.

- Upon satisfactory completion of project, Client must provide project sign-off using the *DSI Project Completion Acceptance form*.
- DSI is not responsible for delays caused by Client, its contractors, or any third party vendors or third party service providers.
- All project documentation will be prepared in DSI standard format in Microsoft Word, Excel, PowerPoint, Project, Visio, and/or PDF.
- This document could include technical inaccuracies and/or typographical errors.
- **Any request** by City Of Port Orange to modify the scope of work, schedule, or costs will require preparation of a CCA form detailing the work to be performed, as well as the associated costs. Additional work will be performed only after both parties have duly executed the CCA. Scope of work changes will impact the project schedule which will be updated to reflect such changes upon CCA approval.
- All on-site work will be conducted at Client's physical location. As required, appropriate Client personnel will be made available either at that location or via alternate means (e.g., conference call) for in-person meetings, tours, and ad-hoc meetings with appropriate personnel for additional fact finding, data gathering, and reiteration demos.

Client's Support

- Client will provide the needed input, resources, and documentation to support the tasks contained herein.
- Client will assign a project manager/leader to coordinate activities, reviews, and the collection of information in support of this project and to act as a point of contact.
- Client team members will be identified and be part of the decision-making process as it relates to changes in process, applications, technology, etc.
- Client will provide assistance in the development of functional requirements and will confirm those requirements meet the project's overall business objective.
- Client business and technical staff must be available for team workshops, requirements gathering, data gathering, and/or consulting sessions.
- Client will be responsible for scheduling and coordinating all meetings and interviews involving other teams, departments, jurisdictions, management teams, or other necessary resources required for the success of this project.
- Client will provide access to resources in a manner consistent with the proposed schedule and provide suitable designees in the absence of required resources.
- Client will provide adequate working facilities (i.e., desk, computer, telephone, contractor identification, access badge, parking pass, etc.) for DSI to perform any portion of this project that must be conducted at Client's facility and access to all applicable software, databases, tools, and systems at their facilities.
- Client will ensure that the consultant(s) are granted access to the facilities and/or systems required to conduct the necessary work defined in this SOW.

- Client will provide a knowledgeable Escort for data gathering, requirements gathering, tours, and access to restricted personnel as necessary.
- A minimum of 24-hour notice if all minimum required members for any scheduled meeting cannot attend the meeting. This will allow the meeting coordinator sufficient time to cancel or re-schedule the meeting.
- Advance notice if there is to be any additional incurred travel expenses above and beyond the contract. DSI will confirm approval of all travel dates and expenses in email from the appropriate project sponsors prior to being on site.

Client Engagement Responsibilities

The below table demonstrates the anticipated client engagement responsibilities and level of effort involvement to ensure the success of the project.

Role	Time (% FTE)	Responsibilities
Implementation Project Lead	30-40%	• Serve as primary Person of Contact • Work with Dude PM to plan and schedule client resources • Manage the scope of the paid services in SOW • Coordinate Client staff assignments • Manage Client activities to meet schedule commitments • Mitigate all implementation risks • Define requirement/layouts of reports purchased • Identify requirements for any connectors purchased • Sign-off on completion of all implementation services delivered
Subject Matter Experts (Multiple)	40-60%	• Attend Implementation/configuration meetings • Define and provide input into configuration • Attend User Acceptance and validation Training • Validate data and configuration • Develop UAT Test Scripts

IT Lead	5-10%	• Manage infrastructure changes to support SmartGov • Provide the data to be migrated from systems • Mitigate any technical issues • Coordinate technical assignments required to implement • SMARTConnectors, including GIS and parcel data
Data Validator / UAT Testing	20-30%	• Validate all data migrated • Comprehend the data in the prior system and how it translates to Community Development • Verify the data that was validated • Participate in UAT Testing, execute test scripts and provide feedback
System Administrator	10-15%	• Manage SmartGov Configuration • Create user accounts • Handle user access/privileges • Reset passwords • Supervise organization information changes • Regulate system values • Customize attributes • Generate ad hoc reports • Support internal usage of SmartGov
Training Coordinator	10%	• Manage data within SmartGov, specifically: • Accreditations • Task lists • Training Tracks • Assessments • Training Items • Training Location (conference room, off-site, etc.)
User	Case-by-Case	• Participate in SmartGov training • Participate in UAT Testing, execute Test Scripts

Change Control Authorization Process

In order to maintain a positive relationship with our clients and to complete all services and deliverables of a project on a timely basis, all facets of the project must be agreed upon, and any changes to the project must be requested and evaluated for impacts. Change control is an essential mechanism to monitor and document all project changes and deviations from the original scope and objectives of the project. All project changes must be requested via the project CCA process. The basic steps for a change are:

- The client team or DSI team discovers a need to change the project.
- The authorized client project manager or DSI Project Manager is notified and a CCA is initiated.
- The written project change request is reviewed by all necessary parties and either accepted or rejected.
- If rejected, the change request is maintained in the project file for reference purposes.
- If the written change request is accepted, then:
 - All necessary signatures are recorded on the change request
 - All affected documentation is revised to reflect the change(s)
 - Any adjustments to schedule, scope, and/or cost are made to the overall project plan
 - Signatures are required for all change requests
- Copies of the official approved and signed CCA are forwarded to the customer project manager and DSI Project Manager for the documentation archive. DSI will forward a copy to the Project Accounting Team in the office to update the project information and budget (if necessary).

Change Control Authorizations Process Steps

Step	Type	Description
1	Request	A request is made for a change to the agreed upon scope baseline. The request may be internally or externally generated, must be formally written and communicated to the project manager, and may have been prompted by any number of reasons or events.
2	Evaluate	The project manager facilitates an evaluation to confirm that the requested change is in fact a change to the agreed upon scope baseline. If so, the project manager implements the request as described below.
3	Assess	If the request is in fact a change to the scope baseline, the project manager assesses the impact on project schedule, budget and work products, using a similar approach as the original project planning process, utilizing team member expertise as needed.

4	Document	The project manager documents the project impact and other critical information in a CCA form. A summary of the change is recorded in a change order log. This log is required, and is a very useful tracking tool, and is included in the project status report.
5	Decide	The change order is presented to the project's governing authority, typically a steering committee, stakeholder's, or equivalent. In some cases, the project may have a separate change management board to process change requests. The governing authority decides whether or not to implement the change, and obtains approval for any needed additional resources (if it does not itself have the authority to authorize resource changes).
6	Incorporate	The project manager incorporates changes into the project's scope baseline in the form of such artifacts as contracts, statements of work, project plans, requirements and design documents per the approved CCA document.
7	Implement	The project team implements the changes.

Proposal terms

- Proposal has been prepared for City Of Port Orange ("Subscriber")
- Proposal expires on December 31, 2020
- Initial Term: 9 months

Order Form terms

- This Order Form and its Services are governed by the terms of the Dude Solutions, Inc. Subscription Agreement found at <https://www.dudesolutions.com/terms> (<https://www.dudesolutions.com/terms>) ("Terms"), unless Subscriber has a separate written agreement executed by Dude Solutions, Inc. ("DSI") for the Services, in which case the separate written agreement will govern. Acceptance is expressly limited to these Terms. Any additional or different terms proposed by Subscriber (including, without limitation, any terms contained in any Subscriber purchase order) are objected to and rejected and will be deemed a material alteration hereof.
- Acceptance of this Order Form on behalf of a company or legal entity represents that you have authority to bind such entity and its affiliates to the order, terms and conditions herein. If you do not have such authority, or you do not agree with the Terms set forth herein, you must not accept this Order Form and may not use the Service.
- The Effective Date of the Agreement between Subscriber and DSI is the date Subscriber accepts this Order Form.

Additional information

- DSI fees do not include any taxes, levies, duties, or similar government assessments for which Subscriber may be responsible. Tax exemption certifications can be sent to accountsreceivable@dudesolutions.com (<mailto:accountsreceivable@dudesolutions.com>).
- Billing frequency other than annual is subject to additional processing fees.
- Please reference Q-198274 on any applicable purchase order; address purchase order to: Dude Solutions, 11000 Regency Parkway, Suite 110, Cary, NC 27518
- Dude Solutions, Inc. maintains the necessary liability coverage for its products and professional services. Proof of insurance can be provided upon request.



Signature

Presented to:

Q-198274

November 23, 2020, 10:54:46 PM

Accepted by:

Printed Name

Signed Name

Title

Date

EXHIBIT "3"

Change Order Form

Consisting of 4 Pages

CHANGE ORDER NO. _
 To Piggyback Agreement dated _____
 Between the City of Port Orange and Dude Solutions, Inc.

Project: _____

The following changes are hereby made to the Contract Documents:

CHANGE IN CONTRACT PRICE:	CHANGE IN CONTRACT TIMES:
Original Contract Price:	Original Contract Times
\$	Substantial Completion: _____days
	Final Completion _____days
Net changes from previous Change Order:	Changes in contract time from previous Change Orders:
No. _: \$	No. _ : _____days
\$	_____days
Contract Price prior to this Change Order:	Contract Completion Date prior to this Change Order:
\$	Final Completion: _____date
Net Increase (decrease) of this Change Order No._:	Changes in contract time requested this Change Order No._: (Requires Council Approval)
\$	_____days
Contract Price with all approved Change Orders:	Contract Times with all approved Change Orders:
\$	Final Completion: _____date

CHANGES ORDERED:

- I. GENERAL: This Change Order is necessary to cover changes in the work to be performed under the _____ entered into by and between the parties on _____.
- II. REQUIRED CHANGES: To provide for _____. No goods shall be delivered nor services commenced hereunder until this Change Order has been fully executed by all parties.
- III. JUSTIFICATION:
Changes in scope require Council approval. Is this a scope change?
- IV. PAYMENT: Payment for this Change Order shall be made in accordance with the terms of the _____ subject to a limit up to but not to exceed \$ _____. All payments shall be governed by the Local Government Prompt Payment Act as set forth in Florida Statutes Section 218.70 through 218.79, as amended.
- V. This Change Order may be executed in one or more counterparts, each of which shall be deemed to be an original but all of which together shall constitute one and the same instrument. The delivery by facsimile or e-mail of an executed copy of this Change Order shall be deemed valid as if an original signature was delivered. No contract shall be formed between the Contractor and the City until the City signs this Change Order.

Acknowledgments:

The aforementioned change, and work affected thereby, is subject to all provisions of the original contract not specifically changed by this Change Order;

It is expressly understood and agreed that the approval of the Change Order shall have no effect on the original contract other than matters expressly provided herein;

The prices quoted are fair and reasonable and in proper ratio to the cost of the original work contracted for under competitive bidding; and,

The change in price and/or delivery date described is considered to be fair and reasonable and has been mutually agreed upon in full agreement and final settlement of all claims arising out of this modification including all claims for delays and disruptions resulting from, caused by, or incident to such modifications and change orders.

RECOMMENDED BY:

Department Project Manager

ACCEPTED BY:

DUDE SOLUTIONS, INC.
Contractor

By: _____
Printed Name: _____
Title: _____

By: _____
Printed Name: _____
Title: _____

Date Signed: _____ Date Signed: _____

RECOMMENDED BY:

City's Representative

RECOMMENDED BY:

Engineer of Record

By: _____
Printed Name: _____
Title: _____

By: _____
Printed Name: _____
Title: _____

Date Signed: _____ Date Signed: _____

APPROVED BY:
CITY OF PORT ORANGE
Department Head

By: _____
Printed Name: Tim Burman
Title: Community Development Director

Date Signed: _____

City Manager

By: _____
_____, City Manager

Date Signed: _____

If Council approval is required:

Affirmed:

By: _____
Donald O. Burnette, Mayor

Robin L. Fenwick, MMC, City Clerk

Date Signed: _____

Date Signed: _____

EXHIBIT “4”

Base Contract

Consisting of __ Pages

Region 4 Education Service Center (ESC)

Contract R161802

for

Facilities Management Software and Solutions

with

Dude Solutions, Inc.

Effective: April 1, 2017

The following documents comprise the executed contract between the Region 4 Education Service Center and Dude Solutions, Inc., effective April 1, 2017:

- I. Vendor Contract and Signature Form
- II. Supplier's Response to the RFP, incorporated by reference

APPENDIX A

VENDOR CONTRACT AND SIGNATURE FORM

*This Vendor Contract and Signature Form ("Contract") is made as of **2016**, by and between and Region 4 Education Service Center ("Region 4 ESC") for the purchase of **Facilities Management Software**.*

RECITALS

WHEREAS, both parties agree and understand that the following pages will constitute the contract between the successful vendor(s) and Region 4 ESC, having its principal place of business at 7145 West Tidwell Road, Houston, TX 77092.

WHEREAS, Vendor agrees to include, in writing, any required exceptions or deviations from these terms, conditions, and specifications; and it is further understood that, if agreed to by Region 4 ESC, said exceptions or deviations will be incorporated into the final contract "Vendor Contract."

WHEREAS, this contract consists of the provisions set forth below, including provisions of all attachments referenced herein. In the event of a conflict between the provisions set forth below and those contained in any attachment, the provisions set forth below shall control.

WHEREAS, the Vendor Contract will provide that any state, county, special district, local government, school district, private K-12 school, technical or vocational school, higher education institution (including community colleges, colleges and universities, both public and private), other government agencies or non-profit organization may purchase products and services at prices indicated in the Vendor Contract upon registering and becoming a member with TCPN; and it being further understood that Region 4 ESC shall act as the Lead Public Agency with respect to all such purchase agreements.

WHEREAS, TCPN has the administrative and legal capacity to administer purchases on behalf of Region 4 ESC under the Vendor Contract with participating public agencies and entities, as permitted by applicable law.

ARTICLE 1- GENERAL TERMS AND CONDITIONS

- 1.1 TCPN shall be afforded all of the rights, privileges and indemnifications afforded to Region 4 ESC under the Vendor Contract, and such rights, privileges and indemnifications shall accrue and apply with equal effect to TCPN, including, without limitation, Vendors obligation to provide insurance and other indemnifications to Lead Public Agency.
- 1.2 Awarded vendor shall perform all duties, responsibilities and obligations, set forth in this agreement, and required under the Vendor Contract.
- 1.3 TCPN shall perform its duties, responsibilities and obligations as administrator of purchases, set forth in this agreement, and required under the Vendor Contract.
- 1.4 Purchasing procedure:
 - Purchase orders are issued by participating governmental agencies to the awarded vendor indicating on the PO "**Per TCPN Contract # R** ."

- Vendor delivers goods/services directly to the participating agency.
- Awarded vendor invoices the participating agency directly.
- Awarded vendor receives payment directly from the participating agency.
- Awarded vendor reports sales monthly to TCPN.

- 1.5 **Customer Support:** The vendor shall provide timely and accurate technical advice and sales support to Region 4 ESC staff, TCPN staff and participating agencies. The vendor shall respond to such requests within one (1) working day after receipt of the request.

ARTICLE 2- ANTICIPATED TERM OF AGREEMENT

- 2.1 Unless otherwise stated, all contracts are for a period of three (3) years with an option to renew annually for an additional two (2) years if agreed to by Region 4 ESC. Region 4 ESC will notify the vendor in writing if the contract is extended. Awarded vendor shall honor all administrative fees for any sales made based on the contract whether renewed or not.
- 2.2 Region 4 ESC shall review the contract prior to the renewal date and notify the current awarded vendor, no less than ninety (90) days of Region 4 ESC's intent renew the contract. Upon receipt of notice, awarded vendor must notify Region 4 ESC if it elects not to renew. Awarded vendor shall honor the administrative fee for any sales incurred throughout the life of the contract on any sales made based on a Region 4 ESC contract whether awarded a renewal or not. Region 4 ESC reserves the right to exercise each two-year extension annually.

ARTICLE 3- REPRESENTATIONS AND COVENANTS

- 3.1. **Scope:** This contract is based on the need to provide the economic benefits of volume purchasing and reduction in administrative costs through cooperative purchasing to schools and other members. Although contractors may restrict sales to certain public units (for example, state agencies or local government units), any contract that prohibits sales from being made to public school districts may not be considered. Sales without restriction to any Members are preferred. These types of contracts are commonly referred to as being "piggybackable".
- 3.2. **Compliance:** Cooperative Purchasing Agreements between TCPN and its Members have been established under state procurement law.
- 3.3. **Offeror's Promise:** Offeror agrees all prices, terms, warranties, and benefits granted by Offeror to Members through this contract are comparable to or better than the equivalent terms offered by Offeror to any present customer meeting the same qualifications or requirements.

ARTICLE 4- FORMATION OF CONTRACT

- 4.1. **Offeror Contract Documents:** Region 4 ESC will review proposed offeror contract documents. Vendor's contract document shall not become part of Region 4 ESC's contract with vendor unless and until an authorized representative of Region 4 ESC reviews and approves it.
- 4.2. **Form of Contract:** The form of contract for this solicitation shall be the Request for Proposal, the awarded proposal(s) and best and final offer(s), and properly issued and reviewed purchase orders referencing the requirements of the Request for Proposals. If a firm submitting an offer requires Region 4 ESC and/or Member to sign an additional agreement, a copy of the

proposed agreement must be included with the proposal.

- 4.3. **Entire Agreement (Parol evidence)**: The contract, as specified above, represents the final written expression of agreement. All agreements are contained herein and no other agreements or representations that materially alter it are acceptable.
- 4.4. **Assignment of Contract**: No assignment of contract may be made without the prior written approval of Region 4 ESC. Purchase orders and payment can only be made to awarded vendor unless otherwise approved by Region 4 ESC. Awarded vendor is required to notify Region 4 ESC when any material change in operations is made that may adversely affect members (i.e. bankruptcy, change of ownership, merger, etc.).
- 4.5. **Novation**: If contractor sells or transfers all assets or the entire portion of the assets used to perform this contract, a successor in interest must guarantee to perform all obligations under this contract. Region 4 ESC reserves the right to accept or reject any new party. A simple change of name agreement will not change the contractual obligations of contractor.
- 4.6. **Contract Alterations**: No alterations to the terms of this contract shall be valid or binding unless authorized and signed by a Region 4 ESC staff member.
- 4.7. **Order of Precedence**: In the event of a conflict in the provisions of the contract as accepted by Region 4 ESC, the following order of precedence shall prevail:
- Special terms and conditions
 - General terms and conditions
 - Specifications and scope of work
 - Attachments and exhibits
 - Documents referenced or included in the solicitation
- 4.8. **Supplemental Agreements**: The entity participating in the Region 4 ESC contract and awarded vendor may enter into a separate supplemental agreement to further define the level of service requirements over and above the minimum defined in this contract i.e. invoice requirements, ordering requirements, specialized delivery, etc. Any supplemental agreement developed as a result of this contract is exclusively between the participating entity and awarded vendor. Neither Region 4 ESC, TCPN, its agents, members and employees shall be made party to any claim for breach of such agreement.
- 4.9. **Adding authorized distributors/dealers**: Awarded vendors are prohibited from authorizing additional distributors or dealers, other than those identified at the time of submitting their proposal, to sell under their contract award without notification and prior written approval from TCPN. Awarded vendors must notify TCPN each time it wishes to add an authorized distributor or dealer. Purchase orders and payment can only be made to awarded vendor unless otherwise approved by TCPN. Pricing provided to members by added distributors or dealers must also be less than or equal to the pricing offered by the awarded contract holder, unless otherwise approved by TCPN.

ARTICLE 5- TERMINATION OF CONTRACT

- 5.1. **Cancellation for Non-Performance or Contractor Deficiency**: Region 4 ESC may terminate any contract if Members have not used the contract, or if purchase volume is determined to be low volume in any 12-month period. Region 4 ESC reserves the right to cancel the whole or any part of this contract due to failure by contractor to carry out any obligation, term or condition of the

contract. Region 4 ESC may issue a written deficiency notice to contractor for acting or failing to act in any of the following:

- i. Providing material that does not meet the specifications of the contract;
- ii. Providing work and/or material that was not awarded under the contract;
- iii. Failing to adequately perform the services set forth in the scope of work and specifications;
- iv. Failing to complete required work or furnish required materials within a reasonable amount of time;
- v. Failing to make progress in performance of the contract and/or giving Region 4 ESC reason to believe that contractor will not or cannot perform the requirements of the contract; and/or
- vi. Performing work or providing services under the contract prior to receiving an authorized purchase order from Region 4 ESC or participating member prior to such work

Upon receipt of a written deficiency notice, contractor shall have ten (10) days to provide a satisfactory response to Region 4 ESC. Failure to adequately address all issues of concern may result in contract cancellation. Upon cancellation under this paragraph, all goods, materials, work, documents, data and reports prepared by contractor under the contract shall become the property of the Member on demand.

5.2 **Termination for Cause:** If, for any reason, the Vendor fails to fulfill its obligation in a timely manner, or if the vendor violates any of the covenants, agreements, or stipulations of this contract Region 4 ESC reserves the right to terminate the contract immediately and pursue all other applicable remedies afforded by law. Such termination shall be effective by delivery of notice, to the vendor, specifying the effective date of termination. In such event, all documents, data, studies, surveys, drawings, maps, models and reports prepared by vendor for this solicitation may become the property of the participating agency or entity. If such event does occur then vendor will be entitled to receive just and equitable compensation for the satisfactory work completed on such documents.

5.3 **Delivery/Service Failures:** Failure to deliver goods or services within the time specified, or within a reasonable time period as interpreted by the purchasing agent or failure to make replacements or corrections of rejected articles/services when so requested shall constitute grounds for the contract to be terminated. In the event that the participating agency or entity must purchase in an open market, contractor agrees to reimburse the participating agency or entity, within a reasonable time period, for all expenses incurred.

5.4 **Force Majeure:** If by reason of Force Majeure, either party hereto shall be rendered unable wholly or in part to carry out its obligations under this Agreement then such party shall give notice and full particulars of Force Majeure in writing to the other party within a reasonable time after occurrence of the event or cause relied upon, and the obligation of the party giving such notice, so far as it is affected by such Force Majeure, shall be suspended during the continuance of the inability then claimed, except as hereinafter provided, but for no longer period, and such party shall endeavor to remove or overcome such inability with all reasonable dispatch.

The term Force Majeure as employed herein, shall mean acts of God, strikes, lockouts, or other industrial disturbances, act of public enemy, orders of any kind of government of the United States or the State of Texas or any civil or military authority; insurrections; riots; epidemics; landslides; lighting; earthquake; fires; hurricanes; storms; floods; washouts; droughts; arrests; restraint of government and people; civil disturbances; explosions, breakage or accidents to machinery, pipelines or canals, or other causes not reasonably within the control of the party claiming such inability. It is understood and agreed that the settlement of strikes and

lockouts shall be entirely within the discretion of the party having the difficulty, and that the above requirement that any Force Majeure shall be remedied with all reasonable dispatch shall not require the settlement of strikes and lockouts by acceding to the demands of the opposing party or parties when such settlement is unfavorable in the judgment of the party having the difficulty.

- 5.5 **Standard Cancellation**: Region 4 ESC may cancel this contract in whole or in part by providing written notice. The cancellation will take effect 30 business days after the other party receives the notice of cancellation. After the 30th business day all work will cease following completion of final purchase order. Vendor may be requested to provide additional items not already on contract at any time.

ARTICLE 6- LICENSES

- 6.1 **Duty to keep current license**: Vendor shall maintain in current status all federal, state and local licenses, bonds and permits required for the operation of the business conducted by vendor. Vendor shall remain fully informed of and in compliance with all ordinances and regulations pertaining to the lawful provision of services under the contract. Region 4 ESC reserves the right to stop work and/or cancel the contract of any vendor whose license(s) expire, lapse, are suspended or terminated.
- 6.2 **Survival Clause**: All applicable software license agreements, warranties or service agreements that were entered into between Vendor and Customer under the terms and conditions of the Contract shall survive the expiration or termination of the Contract. All Purchase Orders issued and accepted by Order Fulfiller shall survive expiration or termination of the Contract.

ARTICLE 7- DELIVERY PROVISIONS

- 7.1 **Delivery**: Vendor shall deliver said materials purchased on this contract to the Member issuing a Purchase Order. Conforming product shall be shipped within 7 days of receipt of Purchase Order. If delivery is not or cannot be made within this time period the vendor must receive authorization from the purchasing agency for the delayed delivery. At this point the participating entity may cancel the order if estimated shipping time is not acceptable.
- 7.2 **Inspection & Acceptance**: If defective or incorrect material is delivered, purchasing agency may make the determination to return the material to the vendor at no cost to the purchasing agency. The vendor agrees to pay all shipping costs for the return shipment. Vendor shall be responsible for arranging the return of the defective or incorrect material.

ARTICLE 8- BILLING AND REPORTING

- 8.1 **Payments**: The entity using the contract will make payments directly to the awarded vendor. Payment shall be made after satisfactory performance, in accordance with all provisions thereof, and upon receipt of a properly completed invoice.
- 8.2 **Invoices**: The awarded vendor shall submit invoices to the participating entity clearly stating "Per TCPN Contract". The shipment tracking number or pertinent information for verification shall be made available upon request.

8.3 **Tax Exempt Status:** Since this is a national contract, knowing the tax laws in each state is the sole responsibility of the vendor.

8.4 **Reporting:** The awarded vendor shall provide TCPN with an electronic accounting report, in a format prescribed by TCPN, on a monthly basis summarizing all contract Sales for the applicable month.

Reports of Contract Sales for Region 4 ESC and member agencies in each calendar month shall be provided by awarded vendor to TCPN by the 10th day of the following month. If there are no sales to report, Vendor is still required to communicate that information via email.

Failure to provide a monthly report of the administrative fees within the time and manner specified herein shall constitute a material breach of this contract and if not cured within thirty (30) days of written to Supplier shall be deemed a cause for termination of the contract at Region4 ESC's sole discretion.

ARTICLE 9- PRICING

9.1 **Best price guarantee:** The awarded vendor agrees to provide pricing to Region 4 ESC and its participating entities that are the lowest pricing available and the pricing shall remain so throughout the duration of the contract. Pricing offered to Federal government buying consortiums for goods and services is exempt from this requirement. The awarded vendor, however, agrees to lower the cost of any product purchased through TCPN following a reduction in the manufacturer or publisher's direct cost.

9.2 **Price increase:** Should it become necessary or proper during the term of this contract to make any change in design or any alterations that will increase expense Region 4 ESC must be notified immediately. Price increases must be approved by Region 4 ESC and no payment for additional materials or services, beyond the amount stipulated in the contract, shall be paid without prior approval. All price increases must be supported by manufacture documentation, or a formal cost justification letter.

Awarded vendor must honor previous prices for thirty (30) days after approval and written notification from Region 4 ESC if requested.

It is the awarded vendor's responsibility to keep all pricing up to date and on file with Region 4 ESC. All price changes must be provided to Region 4 ESC, using the same format as was accepted in the original contract.

9.3 **Additional Charges:** All deliveries shall be freight prepaid, F.O.B. destination and shall be included in all pricing offered unless otherwise clearly stated in writing.

9.4 **Price reduction and adjustment:** Price reduction may be offered at any time during contract and shall become effective upon notice of acceptance from Region 4 ESC. Special, time-limited reductions are permissible under the following conditions: 1) reduction is available to all Members equally; 2) reduction is for a specific time period, normally not less than thirty (30) days; 3) original price is not exceeded after the time-limit; and 4) Region 4 ESC has approved the new prices prior to any offer of the prices to a Member. Vendor shall offer Region 4 ESC any published price reduction during the contract period.

9.5 **Prevailing Wage:** It shall be the responsibility of the Vendor to comply, when applicable, with the prevailing wage legislation in effect in the jurisdiction of the purchaser (Region 4 ESC or its Members). It shall further be the responsibility of the Vendor to monitor the prevailing wage rates as established by the appropriate department of labor for any increase in rates during the term of this contract and adjust wage rates accordingly.

- 9.6 **Administrative Fees:** All pricing submitted to Region 4 ESC shall include the administrative fee to be remitted to TCPN by the awarded vendor.

The awarded vendor agrees to pay administrative fees monthly to TCPN in the amount of 2% of the total purchase amount paid to awarded vendor, less refunds, credits on returns, rebates and discounts, for the sale of products and/or services to Region 4 ESC and member agencies pursuant to the contract (as amended from time to time and including any renewal thereof) ("Contract Sales").

Administrative fee payments are to accompany the contract monthly sales report by the 10th day of the following month, in the amount indicated on the report as being due. Administrative fee payments are to be paid by the awarded vendor via Automated Clearing House to a TCPN designated financial institution.

Failure to provide a monthly payment of the administrative fees within the time and manner specified herein shall constitute a material breach of the contract and if not cured within thirty (30) day of written notice to awarded vendor shall be deemed a cause for termination of the contract, at Region 4 ESC's sole discretion.

All administrative fees not paid when due shall bear interest at a rate equal to the lesser of 1 ½% per month or the maximum rate permitted by law until paid in full.

ARTICLE 10- PRICING AUDIT

- 10.1 **Audit rights:** Vendor shall, at Vendor's sole expense, maintain appropriate due diligence of all purchases made by Region 4 ESC and any entity that utilizes this Agreement. TCPN and Region 4 ESC each reserve the right to audit the accounting for a period of three (3) years from the time such purchases are made. This audit right shall survive termination of this Agreement for a period of one (1) year from the effective date of termination. In the State of New Jersey, this audit right shall survive termination of this Agreement for a period of five (5) years from the date of final payment. Such records shall be made available to the New Jersey Office of the State Comptroller upon request. Region 4 ESC shall have the authority to conduct random audits of Vendor's pricing that is offered to eligible entities at Region 4 ESC's sole cost and expense. Notwithstanding the foregoing, in the event that Region 4 ESC is made aware of any pricing being offered to eligible agencies that is materially inconsistent with the pricing under this agreement, Region 4 ESC shall have the ability to conduct an extensive audit of Vendor's pricing at Vendor's sole cost and expense. Region 4 ESC may conduct the audit internally or may engage a third-party auditing firm. In the event of an audit, the requested materials shall be provided in the format and at the location designated by Region 4 ESC or TCPN.

ARTICLE 11- OFFEROR PRODUCT LINE REQUIREMENTS

- 11.1 **Current products:** Proposals shall be for materials and equipment in current production and marketed to the general public and education/government agencies at the time the proposal is submitted.
- 11.2 **Discontinued products:** If a product or model is discontinued by the manufacturer, vendor may substitute a new product or model if the replacement product meets or exceeds the specifications and performance of the discontinued model and if the discount is the same or greater than the discontinued model.
- 11.3 **New products/Services:** New products and/or services that meet the scope of work may be added to the contract. Pricing shall be equivalent to the percentage discount for other products. Vendor may replace or add product lines to an existing contract if the line is

replacing or supplementing products on contract, is equal or superior to the original products offered, is discounted in a similar or to a greater degree, and if the products meet the requirements of the solicitation. No products and/or services may be added to avoid competitive procurement requirements. Region 4 ESC may require additions to be submitted with documentation from Members demonstrating an interest in, or a potential requirement for, the new product or service. Region 4 ESC may reject any additions without cause.

- 11.4 **Options**: Optional equipment for products under contract may be added to the contract at the time they become available under the following conditions: 1) the option is priced at a discount similar to other options; 2) the option is an enhancement to the unit that improves performance or reliability.
- 11.5 **Product line**: Offerors with a published catalog may submit the entire catalog. Region 4 ESC reserves the right to select products within the catalog for award without having to award all contents. Region 4 ESC may reject any addition of equipment options without cause.
- 11.6 **Warranty conditions**: All supplies, equipment and services shall include manufacturer's minimum standard warranty and one (1) year labor warranty unless otherwise agreed to in writing.
- 11.7 **Buy American requirement**: (for New Jersey and all other applicable States) Vendors may only use unmanufactured construction material mined or produced in the United States, as required by the Buy American Act. Where trade agreements apply, to the extent permitted by applicable law, then unmanufactured construction material mined or produced in a designated country may also be used. Vendors are required to check state specific requirements to ensure compliance with this requirement.

ARTICLE 12- SITE REQUIREMENTS

- 12.1 **Cleanup**: Vendor shall clean up and remove all debris and rubbish resulting from their work as required or directed by Member. Upon completion of the work, the premises shall be left in good repair and an orderly, neat, clean and unobstructed condition.
- 12.2 **Preparation**: Vendor shall not begin a project for which Member has not prepared the site, unless vendor does the preparation work at no cost, or until Member includes the cost of site preparation in a purchase order. Site preparation includes, but is not limited to: moving furniture, installing wiring for networks or power, and similar pre-installation requirements.
- 12.3 **Registered sex offender restrictions**: For work to be performed at schools, vendor agrees that no employee or employee of a subcontractor who has been adjudicated to be a registered sex offender will perform work at any time when students are or are reasonably expected to be present. Vendor agrees that a violation of this condition shall be considered a material breach and may result in the cancellation of the purchase order at the Member's discretion. Vendor must identify any additional costs associated with compliance of this term. If no costs are specified, compliance with this term will be provided at no additional charge.
- 12.4 **Safety measures**: Vendor shall take all reasonable precautions for the safety of employees on the worksite, and shall erect and properly maintain all necessary safeguards for protection of workers and the public. Vendor shall post warning signs against all hazards created by its operation and work in progress. Proper precautions shall be taken pursuant to state law and standard practices to protect workers, general public and existing structures from injury or damage.
- 12.5 **Smoking**: Persons working under the contract shall adhere to local smoking policies.

Smoking will only be permitted in posted areas or off premises.

- 12.6 **Stored materials:** Upon prior written agreement between the vendor and Member, payment may be made for materials not incorporated in the work but delivered and suitably stored at the site or some other location, for installation at a later date. An inventory of the stored materials must be provided to Member prior to payment. Such materials must be stored and protected in a secure location, and be insured for their full value by the vendor against loss and damage. Vendor agrees to provide proof of coverage and/or addition of Member as an additional insured upon Member's request. Additionally, if stored offsite, the materials must also be clearly identified as property of buying Member and be separated from other materials. Member must be allowed reasonable opportunity to inspect and take inventory of stored materials, on or offsite, as necessary.

Until final acceptance by the Member, it shall be the Vendor's responsibility to protect all materials and equipment. The Vendor warrants and guarantees that title for all work, materials and equipment shall pass to the Member upon final acceptance.

ARTICLE 13- MISCELLANEOUS

- 13.1 **Funding Out Clause:** Any/all contracts exceeding one (1) year shall include a standard "funding out" clause. A contract for the acquisition, including lease, of real or personal property is a commitment of the entity's current revenue only, provided the contract contains either or both of the following provisions:

"Retains to the entity the continuing right to terminate the contract at the expiration of each budget period during the term of the contract and is conditioned on a best efforts attempt by the entity to obtain appropriate funds for payment of the contract."

- 13.2 **Disclosures:** Offeror affirms that he/she has not given, offered to give, nor intends to give at any time hereafter any economic opportunity, future employment, gift, loan, gratuity, special discount, trip, favor or service to a public servant in connection with this contract.

Include a complete description of any and all relationships that might be considered a conflict of interest in doing business with participants in TCPN.

The Offeror affirms that, to the best of his/her knowledge, the offer has been arrived at independently, and is submitted without collusion with anyone to obtain information or gain any favoritism that would in any way limit competition or give an unfair advantage over other vendors in the award of this contract.

- 13.3 **Indemnity:** The awarded vendor shall protect, indemnify, and hold harmless both Region 4 ESC and TCPN and its participants, administrators, employees and agents against all claims, damages, losses and expenses arising out of or resulting from the actions of the vendor, vendor employees or vendor subcontractors in the preparation of the solicitation and the later execution of the contract, including any supplemental agreements with members. Any litigation involving either Region 4 ESC or TCPN, its administrators and employees and agents will be in Harris County, Texas. Any litigation involving TCPN members shall be in the jurisdiction of the participating agency.

- 13.4 **Franchise Tax:** The Offeror hereby certifies that he/she is not currently delinquent in the

payment of any franchise taxes.

- 13.5 **Marketing:** Awarded vendor agrees to allow Region 4 ESC/TCPN to use their name and logo within website, marketing materials and advertisement. Any use of TCPN name and logo or any form of publicity, inclusive of press releases, regarding this contract by awarded vendor must have prior approval from TCPN.
- 13.6 **Certificates of Insurance:** Certificates of insurance shall be delivered to the Region 4 ESC participant prior to commencement of work. The insurance company shall be licensed in the applicable state in which work is being conducted. The awarded vendor shall give the participating entity a minimum of ten (10) days' notice prior to any modifications or cancellation of policies. The awarded vendor shall require all subcontractors performing any work to maintain coverage as specified.
- 13.7 **Legal Obligations:** It is the Offeror's responsibility to be aware of and comply with all local, state, and federal laws governing the sale of products/services identified in this RFP and any awarded contract and shall comply with all while fulfilling the RFP. Applicable laws and regulation must be followed even if not specifically identified herein.
- 13.8 **Open Records Policy:** Because Region 4 ESC contracts are awarded by a governmental entity, responses submitted are subject to release as public information after contracts are executed. If a vendor believes that its response, or parts of its response, may be exempted from disclosure, the vendor must specify page-by-page and line-by-line the parts of the response, which it believes, are exempt. In addition, the Offeror must specify which exception(s) are applicable and provide detailed reasons to substantiate the exception(s). Offeror must provide this information on the "Acknowledgement and Acceptance to Region 4 ESC's Open Record Policy" form found at the beginning of this solicitation. Any information that is unmarked will be considered public information and released, if requested under the Public Information Act.

The determination of whether information is confidential and not subject to disclosure is the duty of the Office of Attorney General (OAG). Region 4 ESC must provide the OAG sufficient information to render an opinion and therefore, vague and general claims to confidentiality by the Offeror are not acceptable. Region 4 ESC must comply with the opinions of the OAG. Region 4 ESC assumes no responsibility for asserting legal arguments on behalf of any vendor. Offeror are advised to consult with their legal counsel concerning disclosure issues resulting from this procurement process and to take precautions to safeguard trade secrets and other proprietary information.

After completion of award, these documents will be available for public inspection.

VENDOR CONTRACT SIGNATURE FORM

The undersigned hereby proposes and agrees to furnish goods and/or services in strict compliance with the terms, specifications and conditions at the prices proposed within response unless noted in writing. The undersigned further certifies that he/she is an officer of the company and has authority to negotiate and bind the company named below and has not prepared this proposal in collusion with any other Offeror and that the contents of this proposal as to prices, terms or conditions of said proposal have not been communicated by the undersigned nor by any employee or agent to any person engaged in this type of business prior to the official opening of this proposal.

Prices are guaranteed: **120 days from date of contract award**

VENDOR CONTRACT SIGNATURE FORM

The undersigned hereby proposes and agrees to furnish goods and/or services in strict compliance with the terms, specifications and conditions at the prices proposed within response unless noted in writing. The undersigned further certifies that he/she is an officer of the company and has authority to negotiate and bind the company named below and has not prepared this proposal in collusion with any other Offeror and that the contents of this proposal as to prices, terms or conditions of said proposal have not been communicated by the undersigned nor by any employee or agent to any person engaged in this type of business prior to the official opening of this proposal.

Prices are guaranteed: **120 days from date of contract award**

Company name Dude Solutions, Inc.
 Address 11000 Regency Pkwy., Ste. 110
 City/State/Zip Cary, NC 27518
 Telephone No. (877) 868-3833
 Fax No. (800) 216-3063
 Email address scott@schooldude.com
 Printed name Scott V. Carpenter
 Position with company SVP of Sales
 Authorized signature Scott Carpenter
DocuSigned by:
7F5B73D11AB5408

Accepted by The Cooperative Purchasing Network:

Term of contract April 1, 2017 to March 31, 2020

Unless otherwise stated, all contracts are for a period of three (3) years with an option to renew annually for an additional two (2) years if agreed to by Region 4 ESC and the awarded vendor. Awarded vendor shall honor all administrative fees for any sales made based on a contract whether renewed or not.

Awray Kays
 Region 4 ESC Authorized Board Member

12/18/2016
 Date

Keith Peckles
 Print Name

Keith Peckles
 Region 4 ESC Authorized Board Member

12-14-16
 Date

Keith Peckles
 Print Name

TCPN Contract Number 3161802

Appendix D: **GENERAL TERMS & CONDITIONS ACCEPTANCE FORM**

Signature on the following page certifies complete acceptance of the General Terms and Conditions in this solicitation, except as noted below (additional pages may be attached, if necessary).

Check one of the following responses to the General Terms and Conditions:

- ☐ We take no exceptions/deviations to the general terms and conditions

(Note: If none are listed below, it is understood that no exceptions/deviations are taken.)

- ☒ We take the following exceptions/deviations to the general terms and conditions. All exceptions/deviations must be clearly explained. Reference the corresponding general terms and conditions that you are taking exceptions/deviations to. Clearly state if you are adding additions terms and conditions to the general terms and conditions. Provide details on your exceptions/deviations below:

(Note: Unacceptable exceptions shall remove your proposal from consideration for award. TCPN shall be the sole judge on the acceptance of exceptions/deviations and TCPN's decision shall be final.)

RFP Section and Page	Term or Condition	Exceptions/Deviations
Article 5, page 18	5.2 – Termination for Cause	Dude Solutions respectfully request that a cure period of at least seven (7) days to ensure that no minor deficiency triggers a complete, immediate termination.
Article 5, page 18	5.3 – Delivery/Service Failures	Dude Solutions respectfully request that “In the event that the participating agency or entity must purchase in an open market, contractor agrees to reimburse the participating agency or entity, within a reasonable time period, for all expenses incurred.” Be removed from the provision.
Article 10, page 21	10.1 – Audit Rights	Dude Solutions respectfully request that the following text in red be inserted to the provision “Vendor shall, at Vendor's sole expense, maintain appropriate due diligence of all purchases made by Region 4 ESC and any entity that utilizes this Agreement. TCPN and Region 4 ESC each reserve the right to audit the accounting for a period of three (3) years from the time such purchases are made not to exceed one (1) time per calendar year.
Section: Article 11, page 21	11.6 - Warranty conditions	Dude Solutions conditions of use are governed by our online conditions of use statement available at: https://www.schooldude.com/terms or https://www.dudesolutions.com/terms/

		We offer the ability for Dude Solutions clients to cancel their service at any time and for any reason and receive a prorated refund for their annual fees (does not include onetime training QuickStart fees) for the remaining months of unused services. And, there is a 60 day full refund period during the first year of the agreement.
Section: Article 13, pages 17	13.3 -Indemnity	Dude Solutions agrees to be responsible only for its negligence regarding indemnification and request that the provision be modified as follows: “The awarded vendor shall protect and indemnify, and hold harmless both Region 4 ESC and TCPN and its participants, administrators, employees and agents against all claims, damages, losses and expenses arising out of or resulting from the negligent actions of the vendor, vendor employees or vendor subcontractors in the preparation of the solicitation and the later execution of the contract, including any supplemental agreements with members. Any litigation involving either Region 4 ESC or TCPN, its administrators and employees and agents will be in Harris County, Texas. Any litigation involving TCPN members shall be in the jurisdiction of the participating agency.”

APPENDIX E
QUESTIONNAIRE

Please provide responses to the following questions that address your company's operations, organization, structure and processes for providing products and services.

1. States Covered

Bidder must indicate any and all states where products and services can be offered.

Please indicate the price co-efficient for each state if it varies.

☐ **50 States & District of Columbia** (Selecting this box is equal to checking all boxes below)

- | | |
|--|--|
| ☒ Alabama | ☐ Montana |
| ☒ Alaska | ☐ Nebraska |
| ☐ Arizona | ☒ Nevada |
| ☒ Arkansas | ☒ New Hampshire |
| ☐ California | ☐ New Jersey |
| ☐ Colorado | ☐ New Mexico |
| ☐ Connecticut | ☒ New York |
| ☒ Delaware | ☒ North Carolina |
| ☒ District of Columbia | ☐ North Dakota |
| ☒ Florida | ☐ Ohio |
| ☒ Georgia | ☒ Oklahoma |
| ☒ Hawaii | ☐ Oregon |
| ☒ Idaho | ☐ Pennsylvania |
| ☒ Illinois | ☒ Rhode Island |
| ☐ Indiana | ☒ South Carolina |
| ☐ Iowa | ☒ South Dakota |
| ☐ Kansas | ☒ Tennessee |
| ☐ Kentucky | ☒ Texas |
| ☒ Louisiana | ☒ Utah |
| ☐ Maine | ☒ Vermont |
| ☒ Maryland | ☐ Virginia |
| ☐ Massachusetts | ☐ Washington |
| ☐ Michigan | ☒ West Virginia |
| ☐ Minnesota | ☐ Wisconsin |
| ☒ Mississippi | ☐ Wyoming |
| ☐ Missouri | |

☒ **All U.S. Territories & Outlying Areas** (Selecting this box is equal to checking all boxes below)

- | | |
|---|--|
| ☐ American Samoa | ☐ Northern Marina Islands |
| ☐ Federated States of Micronesia | ☐ Puerto Rico |
| ☐ Guam | ☐ U.S. Virgin Islands |
| ☐ Midway Islands | |

2. Diversity Programs

- Do you currently have a diversity program or any diversity partners that you do business with ☐Yes ☒No
- If the answer is yes, do you plan to offer your program or partnership through TCPN ☐Yes ☒No

(If the answer is yes, attach a statement detailing the structure of your program, along with a list of your diversity alliances and a copy of their certifications.)

- Will the products accessible through your diversity program or partnership be offered to TCPN members at the same pricing offered by your company? ☐Yes ☒No

(If answer is no, attach a statement detailing how pricing for participants would be calculated.)

3. Minority and Women Business Enterprise (MWBE) and (HUB) Participation

It is the policy of some entities participating in TCPN to involve minority and women business enterprises (M/WBE), small and/or disadvantaged business enterprises, disable veterans business enterprises, historically utilized businesses (HUB) and other diversity recognized businesses in the purchase of goods and services. Offerors shall indicate below whether or not they hold certification in any of the classified areas and include proof of such certification with their response.

- a. **Minority Women Business Enterprise** ☐Yes ☒No

Offeror certifies that this firm is an MWBE

List certifying agency:

- b. **Small Business Enterprise (SBE) or Disadvantaged Business Enterprise (DBE)** Offeror certifies that this firm is a SBE or DBE ☐Yes ☒No

List certifying agency:

- c. **Disabled Veterans Business Enterprise (DVBE)**

Offeror certifies that this firm is a DVBE ☐Yes ☒No

List certifying agency:

- d. **Historically Underutilized Businesses (HUB)**

Offeror certifies that this firm is a HUB ☐Yes ☒No

List certifying agency:

- e. **Historically Underutilized Business Zone Enterprise (HUB Zone)**

Offeror certifies that this firm is a HUB Zone ☐Yes ☒No

List certifying agency:

f. **Other**

Offeror certifies that this firm is a recognized diversity certificate holder

☐ Yes ☒ No

List certifying agency:

4. Residency

Responding Company's principal place of business is in the city of [Cary](#) State of [NC](#).

5. Felony Conviction Notice

Please check applicable box:

- ☐ A publicly held corporation; therefore, this reporting requirement is not applicable.
- ☒ Is not owned or operated by anyone who has been convicted of a felony.
- ☐ Is owned or operated by the following individual(s) who has/have been convicted of a felony.

*If the 3rd box is checked, a detailed explanation of the names and convictions must be attached.

6. Processing Information

Company contact for:

Contract Management

Contact Person: [Melissa Buchanan](#)

Title: [Contract Administrator](#)

Company: [Dude Solutions](#)

Address: [11000 Regency Parkway, Suite 110](#)

City: [Cary](#)

State: [NC](#)

Zip: [27518](#)

Phone: [877-868-3833](#)

Fax: [800-216-3063](#)

Email: melissa.buchanan@dudesolutions.com

Billing & Reporting/Accounts Payable

Contact Person: [Darrin Dexter](#)

Title: [Financial Controller](#)

Company: [Dude Solutions](#)

Address: [11000 Regency Parkway, Suite 110](#)

City: [Cary](#)

State: [NC](#)

Zip: [27518](#)

Phone: [877-868-3833](#)

Fax: [800-216-3063](#)

Email: darrin.dexter@dudesolutions.com

Marketing

Contact Person: [Nick Mirisis](#)

Title: [Senior Director of Marketing](#)

Company: [Dude Solutions](#)

Address: [11000 Regency Parkway, Suite 110](#)

City: [Cary](#)

State: [NC](#)

Zip: [27518](#)

Phone: [877-868-3833](#)

Fax: [800-216-3063](#)

Email: nick.mirisis@dudesolutions.com

7. Distribution Channel: Which best describes your company's position in the distribution channel:

- | | |
|---|--|
| ☒ Manufacturer direct | ☐ Certified education/government reseller |
| ☐ Authorized distributor | ☐ Manufacturer marketing through reseller |
| ☐ Value-added reseller | ☐ Other _____ |

8. Pricing Information

- In addition to the current typical unit pricing furnished herein, the Vendor agrees to offer all future product introductions at prices that are proportionate to Contract Pricing.

☒ Yes ☐ No

(If answer is no, attach a statement detailing how pricing for participants would be calculated.)

- Pricing submitted includes the required administrative fee.

☒ Yes ☐ No

(Fee calculated based on invoice price to customer)

- Additional discounts for purchase of a guaranteed quantity?

☐ Yes ☒ No

9. Cooperatives

List any other cooperative or state contracts currently held or in the process of securing

Cooperative/State Agency	Discount Offered	Expires	Annual Sales Volume
Association of Educational Purchasing Agencies (AEPA)	15% on Annual Fee, 10% on training	2/28/20	\$9,980,636
National Joint Powers Alliance (NJPA)	13% on Annual Fee, 8% on training	12/15/19	\$1,631,995
Mohave Educational Services Cooperative, Inc. (MESOC)	14% on Annual Fee, 9% on training	3/1/18	\$670,774
BuyBoard	13% on Annual Fee, 8% on training	11/30/18	\$1,046,690
State of Arkansas	State Pricing	NA	NA
State of New Mexico	State Pricing	NA	NA
State of West Virginia	State Pricing	NA	NA

TAB 3 – COMPANY PROFILE

Appendix F:
COMPANY PROFILE

Please provide the following:

1. Company's official registered name.

Dude Solutions, Inc.

2. Brief history of your company, including the year it was established.

With more than 7,000 education institution clients, SchoolDude is the nation's leading provider of on-demand operations management solutions designed exclusively for the unique needs of educational professionals. Backed by the industry's only Legendary Service Program, SchoolDude's broad suite of online applications is revolutionizing the business of managing educational operations. SchoolDude's on-demand tools for operations management offer easy to use, affordable solutions to help both small and large educational institutions save money, increase efficiency and improve services. For more information about SchoolDude, visit www.schooldude.com.

SchoolDude's founding team has been delivering facility management technology solutions since the mid-eighties. SchoolDude's CEO, Kent Hudson, founded Applied Computer Technologies which became the national market leader for educational facility management software solutions and later sold the company to Carolina Power and Light in 1997. Kent Hudson and Lee Prevost founded SchoolDude in order to take full advantage of utilizing the Internet to provide low cost, efficiency enabling facility management solutions to public agencies with a primary focus on educational clients.

SchoolDude was founded in 1999 and has been in business over 16 years. SchoolDude has since become the national market leader and the #1 solution for educational facility management solutions. SchoolDude offers online tools that help the facilities department run more efficiently. SchoolDude's headquarter is located at 11000 Regency Parkway, Suite 110, Cary, North Carolina, 27518.

SchoolDude took a very different path than the typical Internet companies that have been associated with the stock market bubble of the late nineties and early 2000.

3. Company's Dun & Bradstreet (D&B) number.

DUNS #: 010971658

4. Corporate office location.

11000 Regency Parkway, Suite 110, Cary, NC 27518

5. List the total number of sales persons employed by your organization within the United States, broken down by market

Dude Solutions has a team of 165 sales account managers and application engineers focusing 100% of their attention on the sale of services / products that the company offers.

All are employees of Dude Solutions and we do not sell any products thru third parties (reseller).

6. List the number and location of offices, or service centers for all states being bid in solicitation. Additionally, list the names of key contacts at each location with title, address, phone and e-mail address.

SchoolDude also has offices located in GA, WI, ME, NY, and CA as follows:

Georgia Office:

722 Wisper Wind Ct., Woodstock, GA 30189

Name: Kim Wool Title: Regional Manager

Email: kim@schooldude.com Phone: (877) 868-3833

Wisconsin Office:

3130 S Fountain Blvd Unit #1, New Berlin, WI 53151

Name: Matt Hibbard Title: Senior Account Manager_

Email: mhibbard@schooldude.com Phone: (877) 868-3833

California Office:

255 S 4th Ave., Covina, CA 91723

Name: Jamie Waters Title: Senior Account Manager

Email: jamie@schooldude.com Phone: (877) 868-3833

Maine Office:

27 Cumberland Road, South Portland Maine, 04106

Name: Eric Erdman Title: Senior Account Manager

Email: eerdman@schooldude.com Phone: (877) 868-3833

New York Office:

14 Conselyea Street, Brooklyn, NY 11211

Name: Brian Cruz Title: Senior Account Manager

Email: bcruz@schooldude.com Phone: (877) 868-3833

7. Please provide contact information for the person(s) who will be responsible for the following areas, including resumes:

Corporate Address:	11000 Regency Parkway, Suite 110, Cary, North Carolina, 27518
Corporate Phone Number:	(877) 868-3833
Corporate Fax Number:	(800) 216-3063

Executive Team

Kent Hudson - Chief Executive Officer & Co-Founder

A technology veteran and dedicated entrepreneur, Dude Solutions co-founder Kent Hudson serves as Chief Executive Officer and Chairman of the Board. Since originally co-founding SchoolDude in 1999, Kent has been a driving force in the company's rapid growth and expansion as a leading software-as-a-service (SaaS) provider of operations management solutions. Kent has brought together a strong and talented team that has revolutionized the operations management industry and is consistently recognized as one of the fastest growing companies and best places to work in North Carolina's Triangle area. Prior to founding Dude Solutions, Kent spent 20+ years setting the strategic direction as CEO and president for organizations including Applied Computer Technologies (ACT) and INDUS International. Kent is a magna cum laude graduate from North Carolina State University's Chemical Engineering and Pulp and Paper Science and Technology programs.

Lee Prevost - Chief Strategy Officer & Co-Founder

A passionate and forward-thinking leader with nearly 30 years of experience in software and technology, Dude Solutions co-founder Lee Prevost serves as Chief Strategy Officer and a member of the board. Lee works closely with the executive team to set the vision, mission and strategies for Dude Solutions and is responsible for identifying growth opportunities that drive significant value across the company. He co-founded and launched SchoolDude with CEO Kent Hudson in 1999 and FacilityDude in 2007. Serving as SchoolDude's president for 15 years, Lee has been pivotal to developing Dude Solutions into an enterprise asset management leader. Prior to SchoolDude, he worked for Applied Computer Technologies (ACT) and Honeywell Home and Building Controls. Lee earned his Bachelor of Science degree in Electrical Engineering from North Carolina State University.

Tom Knox - Chief Revenue Officer

A results-oriented leader with a successful track record in pioneering new markets and revenue opportunities, Tom Knox serves as Dude Solutions' Chief Revenue Officer. Tom is responsible for integrating and aligning all Dude Solutions' revenue-related functions to drive profitable growth. As part of the team that founded FacilityDude, Tom has been integral to the growth and success of Dude Solutions. He served as president of FacilityDude for nearly a decade where he helped the company become a disruptive player and market leader. Tom's 30+ year executive career in the facility management and building automation industries includes previously serving as a vice president for Strategic Resource Solutions, a Carolina Power & Light subsidiary that today is a wholly owned subsidiary of Duke Energy, and president of Diversified Control Systems, Inc. Tom holds dual Bachelor of Arts degrees in Communication and Religion from Wake Forest University.

Brian Lora - Chief Technology Officer

An innovative and proven software architect and product development leader, Brian Lora serves as Dude Solutions' Chief Technology Officer. Brian is responsible for establishing and implementing Dude Solutions' aggressive Cloud/software-as-a-service (SaaS) product and software development roadmap as well as all IT, infrastructure and security support. He joined Dude Solutions from compliance and risk management software provider RegEd where he served as CIO/CTO. Previously, as the vice president of engineering and development for on-demand data protection services provider Arsenal Digital Solutions, Brian was the lead inventor for two SaaS architecture patents that were key to IBM's acquisition of the company in 2008. A frequent speaker at key technical and industry conferences, Brian has a Bachelor of Science degree in Chemical Engineering from North Carolina State University and is a member of the Strategic Advisory Board of North Carolina State University's Department of Computer Science.

Marc Moschetto - Chief Marketing Officer

A proven, technology marketing executive with 20+ years of experience and deep Cloud/software-as-a-service domain expertise, Marc Moschetto serves as Dude Solutions' Chief Marketing Officer. Marc is responsible for increasing Dude Solutions' brand visibility and driving demand generation via a strategic and comprehensive integrated marketing program. Previously, Marc served as vice president of global marketing for WorkForce Software where his strategic and tactical leadership helped to significantly increase the company's revenue and valuation. He also was a director of product marketing and corporate communications for HR management software provider Workscape, which was acquired by ADP. Marc, a frequent industry speaker and contributor to various business publications, is a cum laude graduate of Northeastern University's School of Journalism.

a. Sales

SchoolDude Sales Team Leaders are as follows:

Contact Name:	Herb Crawford
Contact Email:	herb@schooldude.com
Contact Title:	Director of Sales

Contact Name:	Scott Hair
Contact Email:	shair@schooldude.com
Contact Title:	Director of Sales

Contact Name:	Brad Hunter
Contact Email:	brad@schooldude.com
Contact Title:	Regional Manager

Contact Name:	Brian Holland
Contact Email:	brian@schooldude.com
Contact Title:	Regional Manager

Contact Name:	Bryan Coble
Contact Email:	bryan@schooldude.com
Contact Title:	Regional Manager

Contact Name:	Kim Wool
Contact Email:	kim@schooldude.com
Contact Title:	Regional Manager

Contact Name:	Grant Meiburg
Contact Email:	grant@schooldude.com
Contact Title:	Regional Manager

Contact Name:	Jesse Danner
Contact Email:	jesse@schooldude.com
Contact Title:	Regional Manager

b. Sales Support

Contact Name:	Lindsay Baskervill
Contact Title:	Sales Enablement & Operations
Contact Email:	lindsay.baskervill@schooldude.com

c. Marketing

Contact Name:	Nick Mirisis
Contact Title:	Director of Marketing
Contact Email:	Nick.mirisis@dudesolutions.com

d. Financial Reporting

Contact Name:	Darrin Dexter
Contact Title:	Financial Controller
Contact Email:	darrin.dexter@dudesolutions.com

e. Executive Support

Contact Name:	Sandy King
Contact Title:	Director of Sales Operations
Contact Email:	sandy.king@dudesolutions.com

8. Define your standard terms of payment.

Payment terms are Net 30 days.

9. Who is your competition in the marketplace?

SchoolDude is currently the #1 solution for educational facility management now serving over 7,000 educational clients and many states. We estimate that over the previous 4 years, 7 out of 10 educational institutions who decide to purchase a facility management solution have purchased SchoolDude.

10. Overall annual sales for last three (3) years; 2013, 2014, 2015

- 2013 --- \$9,216,293.34
- 2014 --- \$10,622,075.81
- 2015 --- \$18,553,746.50

11. Overall public sector sales, excluding Federal Government, for last three (3) years; 2013, 2014, 2015

- 2013 --- \$7,458,699.66
- 2014 --- \$8,438,238.29
- 2015 --- \$15,167,459.02

12. What is your strategy to increase market share?

Dude Solutions utilizes a combination of tradeshow, regional seminars, events and webcasts to highlight our solutions. We sell our solutions via a direct sales force and do not sell through other channels. Dude Solutions' solutions are available only from Dude Solutions.

13. What differentiates your company from competitors?

- **Designed for Education** – Unlike other providers, **SchoolDude offers the only online tools designed specifically for schools and universities**. The logic, the workflow, the processes and the language built into our tools meet the unique challenges of the education environment — making them intuitively easy to learn and use. That's why support staff, administrators, teachers, and technicians love us.
- **Market Leadership** – We are currently the **#1 solution for educational facility management now** serving over 7,000 educational clients and many states. We estimate that over the previous 4 years, 7 out of 10 educational institutions who decide to purchase a facility management solution have purchased SchoolDude.
- SchoolDude utilizes Software as a Service (SaaS) model which offers an **70%+ decrease in the total cost of ownership** compared to legacy systems.
- **Low Cost and Risk to Implement** – The infrastructure is already built and it's proven and operating at measured and logged **99.99% reliability factors**. SchoolDude has invested millions of dollars in backup procedures, system monitoring, redundancy, disaster recovery, security, and scale so that you don't have to.
- **Fast Implementation** – Up and running in just days or weeks, not months or years.
- **Integrated Suite** – Our integrated suite of on-demand solutions closely matches the requirements of the RFP and they work together. Other modules beyond the RFP scope are offered which can offer greater benefit and return on the initial investment.
- **The Support** – SchoolDude's legendary support is vital to the success of our clients. We strive for our clients to be successful rather than just satisfied. Our support team is dedicated to providing legendary support which is demonstrated by answering the phone by a live person each and every call, responding to 95% of all emails within 1 hour and providing unlimited training for our clients.
- **The Team** – The SchoolDude team has unmatched experience in providing innovative technology to educational institutions nationwide. Our expertise has guided us to build the application services that we know you need, but that you have rarely been able to provide in the past. Now, you can have technology, business and facility management applications that are managed in a secure and reliable environment with support and services from a technology partner that knows educational institutions. We have built our integrated suite of SaaS operations management services in an environment that allows us to provide you with unprecedented levels of service and reliability at an affordable price.

14. Describe your firm's capabilities and functionality of your on-line catalog/ordering website.

Not available.

15. Describe your company's Customer Service Department (hours of operation, number of service centers, etc.)

Dude Solutions Client Service Center is simply the best in the business, and we have a measured client satisfaction rating that exceeds 98%. Our policies require our toll free technical support hotline to be answered by a live person before the third ring, and our clients' issues should be resolved within two hours. Additionally, our clients receive unlimited toll free telephone technical support, as well as technical support via email or online chat. Also, there are no additional charges or support contracts. Our team has more experience than any team on the planet in serving you, the educational facilities professional. Our team has served over 7,000 client educational institutions helping to implement preventive maintenance, work order processing, help desk management, IT asset management and facility scheduling solutions.

Dude Solutions subscriptions are renewable upon each year.

There are no additional charges or support contracts. Our clients receive unlimited toll free telephone technical support, as well as technical support via email (96% of the email to support@SchoolDude.com is answered within 1 hour) or online chat.

Hours of operation are Monday – Friday, 8am to 6pm EST. Toll-free number is 877-883-8337.

Client Service Center Mission Statement

"The Client Service Center is committed to empowering our clients by being readily available with personalized solutions to enhance their business processes. With our passion for service and client success, we strive to make Dude Solutions the preferred choice of the educational facilities market."

Dude Solutions measures client services by subscription renewals, client satisfaction surveys and the Net Promoter Score. In 2007, 96% of existing Dude Solutions clients renewed their product subscriptions. In the spring of 2008 the Dude Solutions Client Service Center received and 98.6% client satisfaction rating. Over the last six years nearly 90% of Dude Solutions clients would recommend us to their peers (Net Promoter Score).

16. Provide information regarding if your firm, either presently or in the past, has been involved in any litigation, bankruptcy, or reorganization.

None

Marketing / Sales

17. Detail how your organization plans to market this contract within the first 90 days of the award date. This should include, but not be limited to:

- a. A co-branded press release within first 30 days
- b. Announcement of award through any applicable social media sites
- c. Direct mail campaigns
- d. Co-branded collateral pieces
- e. Advertisement of contract in regional or national publications
- f. Participation in trade shows
- g. Dedicated TCPN internet web-based homepage with:
 - i. TCPN and Region 4 ESC Logo
 - ii. Link to TCPN and Region 4 ESC website
 - iii. Summary of contract and services offered
 - iv. Due Diligence Documents including; copy of solicitation, copy of contract and any amendments, marketing materials

Dude Solutions utilizes a timed/multi-part introduction campaign when announcing a new partnership agreement. It is our goal to feature the new partner in all communications with the membership and communicate the value added benefits i.e. letter from the President/Executive Director outlining the new partnership with Dude Solutions, follow-up email from the President/Executive Director outlining the new partnership with Dude Solutions video and pertinent customized brochures attached. With partners who have direct phone numbers in their database, we can also deploy a customized/automated calling campaign featuring a recording by the President/Executive Director announcing the partnership agreement.

18. Describe how your company will demonstrate the benefits of this contract to eligible entities if awarded.

Dude Solutions will utilize a marketing campaign with the membership and communicate the value added benefits.

19. Explain how your company plans to market this agreement to existing government customers.

Dude Solutions utilizes regional seminars and customized partnership webcasts to highlight our solutions. Depending on membership demographics, a regional seminar can be conducted in multiple locations featuring an association representative and a Dude Solutions executive, who would provide an overview of the company, our philosophy, our commitment to the education marketplace, and the solutions we provide. Dude Solutions conducts a complete phone, fax, mail and email marketing program to promote these regional seminars. Customized webcasts are tools that allow Dude Solutions to demonstrate our solutions, features and functionality via a web demonstration. Interested members could view specific solutions tailored to their areas of need and ask questions in this interactive format. Dude Solutions conducts a complete phone, email and fax marketing program to promote these webcasts.

20. Provide a detailed 90-day plan describing how the contract will be implemented within your firm.

Dude Solutions is 100% dedicated to the unique needs of educational facilities. Dude Solutions is uniquely qualified as the partner of choice to do the hard work of marketing this program to TCPN member districts. It is likely that we are already involved in state conferences and organizations that overlap with the TCPN's affiliate presence which will substantially augment the TCPN's marketing challenge. In addition, Dude Solutions will provide the following additional TCPN specific marketing programs.

- 1) Send two co-authored mailings to each member district from Dude Solutions and the state level TCPN organization announcing the program and pricing. Dude Solutions will provide mailing and marketing expense and TCPN organizations will provide mailing lists.
- 2) Provide approximately six (6) free online seminars which outline the Dude Solutions offering through the TCPN affiliates with help from the TCPN affiliate in communicating the availability of these seminars through email communications from the TCPN affiliate.
- 3) Feature the availability of these offerings through TCPN affiliates in Dude Solutions trade show booths and on Dude Solutions website.
- 4) Work with each TCPN affiliate to provide content for TCPN affiliate websites and/or TCPN affiliate newsletters or marketing communications.
- 5) Provide speakers and conduct workshops at state level meetings as those meetings are conducted by TCPN affiliate organizations (e.g. CES annual facilities workshop).
- 6) Provide a presentation on Dude Solutions services to the representatives of the TCPN member organizations at national meetings of the TCPN.

In addition, Dude Solutions envisions that a post award brainstorming session will be conducted with the TCPN to determine other means of marketing and will consider these as those are discussed.

21. Describe how you intend on train your national sales force on the Region 4 ESC agreement.

Dude Solutions has worked with TCPN for nearly 10 years. During this relationship our staff has become very familiar with TCPN and its procedures, and TCPN staff with our procedures. As additional staff is add at the TCPN we commit to continuing the level of training we have maintained over the years.

22. Acknowledge that your organization agrees to provide its company logo(s) to Region 4 ESC and agrees to provide permission for reproduction of such logo in marketing communications and promotions.

Acknowledged

23. Provide the revenue that your organization anticipates each year for the first three (3) years of this agreement.

New Sales:

\$650,000 in year one
\$700,000 in year two
\$750,000 in year three

Annual Renewals:

\$4,000,000

Administration

24. Describe your company's implementation and success with existing cooperative purchasing programs, if any, and provide the cooperative's name(s), contact person(s) and contact information as reference(s).

SchoolDude's long history with TCPN should speak for itself and provide the best example of our implementation and success.

Other references if needed are provided below:

- Association of Educational Purchasing Agencies (AEPA)
George Wilson (270) 451-5100
- Mohave Educational Services Cooperative, Inc. (MESOC)
Nancy Colbaugh (928) 718-3228

25. Describe the capacity of your company to report monthly sales through this agreement.

SchoolDude's long history with TCPN should speak for itself and provide the best example of our reporting capabilities.

Dude Solutions have the capacity to perform monthly reporting of sales and renewals through the Director of Sales Operations.

26. Describe the capacity of your company to provide management reports, i.e. consolidated billing by location, time and attendance reports, etc. for each eligible agency.

SchoolDude's long history with TCPN should speak for itself and provide the best example of our reporting capabilities.

Dude Solutions can provide any type of report based on the requirements of this contract.

27. Please provide any suggested improvements and alternatives for doing business with your company that will make this arrangement more cost effective for your company and Participating Public Agencies.

SchoolDude has worked with TCPN for nearly 10 years. During this relationship our staff has become very familiar with TCPN and its procedures, and TCPN staff with our procedures. Our intention would be to continue as we have in the past.

Green Initiatives

- We're committed to helping to build a cleaner future! As our business grows, we want to make sure we minimize our impact on the Earth's climate. So we are taking every step we can to implement innovative and responsible environmental practices throughout Region 4 ESC to reduce our carbon footprint, reduce waste, promote energy conservation, ensure efficient computing, and much more. We would like Offerors to partner with us in this enterprise. To that effort, we ask Offerors to provide their companies environmental policy and/or green initiative.

28. Please provide your company's environmental policy and/or green initiative.

As part of our effort to help educational institutions across North America streamline operations with on-demand technology, Dude Solutions is also pleased to help our clients reduce their carbon footprints. Because Dude Solutions solutions are delivered over the Internet, our clients do not have to purchase and utilize additional servers to host our software applications, which reduce their CO2 emissions by 98%. This saves enough energy to power 591 homes annually and eliminates nearly 10.2 million pounds of CO2 emissions. By helping make our clients' operations more green, Dude Solutions is achieving the equivalent of planting 210,000 trees and removing 878 cars from our highways every year.

Offeror Certifications (if applicable)

- Provide a copy of all current licenses, registrations and certifications issued by federal, state and local agencies, and any other licenses, registrations or certifications from any other governmental entity with jurisdiction, allowing respondent to perform the covered services including, but not limited to licenses, registrations or certifications. Certifications can include applicable M/WBE, HUB, and manufacturer certifications for sales and service.

Not applicable

TAB 4 – PRODUCT / SERVICES

Appendix B:

PRODUCT / SERVICES SPECIFICATIONS

Region 4 Education Service Center (ESC 4) is seeking highly qualified supplier for **Facilities Management Software** on a national basis. Offerors must be able to accommodate a nationwide demand for products/services and to fulfill obligations as a nationwide Supplier. Vendor(s) shall, at the request of Region 4 ESC and/or member agencies, provide these covered products and associated services under the terms of this RFP and the CONTRACT TERMS AND CONDITIONS.

The intent of this solicitation is to establish a contract for a comprehensive product offering with the ability to provide eligible public agencies with multiple solutions to meet their needs.

Products and Services Summary Matrix – **Provide a matrix that will allow Region 4 to readily appraise your company's products and service offering versus other respondents. Provide a detailed description of each application.**

System Requirements – Please describe the infrastructure in order to support your proposed system including hardware, network infrastructure and personnel/skills required to support the system.

SYSTEM SPECIFICATIONS

Glossary of Terms

1. Administrative- Provides system administration functions such as security, system-wide defaults and the content of functions and forms.
2. Asset Management- Identifies, tracks, locates and analyzes physical assets.
3. Work Order Management- Controls work order processes for routine response and periodic preventive maintenance.
4. Materials Management- Streamlines parts and materials management by monitoring inventory.
5. Technology Work Management- This is a work order system for the instructional technology department.
6. Preventative Maintenance- Provides the functionality for users to establish preventative maintenance practices to meet their unique environments.
7. Budget Management- Automates budget setup and subsequent capture, monitoring control and analysis of expenditures associated with maintenance work.
8. Reports Generation- Reports are a key to any facility management system. This information may either be generated from the individual modules, from a single Reports Module or a combination.
9. Utility Management- Track, analyze and provide full reporting on all utilities.
10. Facility Scheduling- Allows the facility and business office personnel to coordinate the non-curricular events and activities in the school district.

- 11. Wireless/Mobile Management-** Allows maintenance and operations professionals to receive and complete work in the field via a wireless/mobile device.
- 12. Trip Planning and Management-** Streamlines the educational trip workflow process from request and approval to vehicle and driver scheduling.
- 13. Information Technology Asset Management-** Streamlines all aspects of IT asset administration from monitoring and reporting to planning and life cycle costing.

Identify if the following topics are available within each specific system.

1. Administrative System

Topic	Available
Power user with full access from single log-in	Yes
Web access to administration	Yes
Multi-level security	Yes
Users functional permission level displayed	Yes
Provides help text and error messages	Yes
Permits multimedia file attachments (word files, graphic images, audio or video clips) to records as work orders	Yes

2. Asset System

Topic	Available
Provides graphical asset trees	No
Drop-down list of values for asset classification	Yes
Instant display of all assets, locations, classifications	Yes
Standard equipment templates	Yes
Allows warranty tracking	Yes
Lists outstanding jobs by equipment, asset class, location	Yes
Lifetime labor and material costs per equipment, asset classification and location	Yes
Tracks historic total of maintenance costs per asset	Yes

Comments: Deviation for "Provides graphical asset trees" above – SchoolDude application provides drop-down list of equipment listing by location. Graphical asset trees may become a future enhancement; but we make no promise in regards to delivery or agreement to do such.

3. Work Order Management

Topic	Available
Database of employees along with labor rate information	Yes
Database of vendors	Yes
Ability to capture labor hours, contract costs and material costs for each work order	Yes
Records equipment downtime	Yes
Charge multiple wage rates	Yes
Request dates and completion dates	Yes
Estimated and actual hours	Yes
Labor and material transactions for each work order	Yes
Work order tracking fields such as trade, purpose, budget and other codes	Yes
User-definable tracking fields	Yes
Easy interface to check work order status with selection masks	Yes
Search capacity on work order number or description key	Yes
Fully integrated with related systems including preventative maintenance, facility scheduling and inventory	Yes
Automatic computation of work costs using labor rates in employee system	Yes
The Work Order Management system will integrate with the school site request and Asset Management system	Yes
Track tool usage against work orders	Yes
Tracks required permitting	Yes
Re-open closed work orders	Yes

Comments: For “Tracks required permitting” above – Many SchoolDude users utilize the WO description field or file attachments functionality along with a purpose code in MaintenanceDirect. 2000 characters are available for notes areas. There are two 3MB attachments per work order.

4. Material Management

Topic	Available
Manage inventory items by category types: mechanical, custodial, tools and other	Yes
Tracks all inventory transactions, including issues, receipts, returns, adjustments, orders and transfers	Yes
Allows inventory to be issued to a location, pick list, project, work order or employee	Yes
Enables requestor the ability to select items from inventory catalogs and submit inventory requests online	Yes
Enables users to request quotes for inventory items from multiple suppliers while reordering	Yes
Tracks detailed information on inventory items, including unit of issue, on contract, supplier, average or fixed cost, tag number for tools, mark up and backorder quality	Yes
Allows inventory items to be stored and tracked in multiple pools and by crafts, including aisle, bin number and reorder points	Yes
Automatically emails requestors with inventory requests receipts and updates of order status changes	Yes
Integrates with the work order and preventative maintenance system	Yes
ISO certified units of measure	Yes
Provides pick lists	Yes
Optional parts inspection requirement per part	Yes

5. Technology Work Management

Topic	Available
Staff originates work order requests for IT problems	Yes
Status of work orders can be continually monitored by staff	Yes
System routes requests to proper technician using configurable work flow	Yes
The work order management provides for tracking of labor and parts for each incident	Yes
Warranty of technology items are continually monitored	Yes

6. Preventative Maintenance

Topic	Available
Schedule PM by elapsed days	Yes
Schedule PM by calendar date	Yes
Schedule PM by usage	Yes
View labor, material and tool cost for anticipated tasks	Yes
Tracks all scheduled maintenance	Yes
Creates recurring maintenance schedules on a daily, weekly, monthly or annual basis	Yes
Stores schedule templates for quick creation of frequently used schedule	Yes
Tracks equipment information, including manufacturer, model and serial numbers, in and out service dates and warranty	Yes
Automatically generates PM work orders through an integration with work order system	Yes
Displays upcoming scheduled work in a calendar format for resource scheduling	Yes

7. Budget Management

Topic	Available
Allows district to establish budget code format	Yes
Permits flexible budget terms and budget periods	Yes
Provides for flexible budget hierarchies	Yes
Analysis is provided for costs vs. budget per budget period and year-to-date	Yes
Facilitates the creation of long-range capital plans and budget plans	Yes
Manages capital projects and expenditures related to deferred maintenance, deficiencies and corrections	Yes

8. Reports Generation

Topic	Available
Category: Summary or detailed reports by _____	
Craft	Yes
Location	Yes
Budget	Yes
Employee	Yes
Craft cost analysis	Yes
Transactions	Yes
Outstanding work	Yes
Workloads and assignments	Yes
Status of work	Yes
Category: Standard Inventory Reports	
Summary or detailed reports by _____	
Issued inventory	Yes
Returned inventory	Yes

Transferred inventory	Yes
Supplier reports	Yes
Pick list reports	Yes
Category: Standard Preventative Maintenance Reports	
Summary or detailed reports by _____	
Projected parts and supplies reports	Yes
Estimated PM labor reports	Yes
Forecasting labor report	Yes
Corrective vs. preventative maintenance report	Yes
Category: Standard Facility Scheduling Reports	
Summary or detailed reports by _____	
Location	Yes
Organization	Yes
Schedules	Yes
Budget	Yes
Invoices	Yes
Reminders	Yes
Category: Standard Utility Reports _____	
Cost per Square ft	Yes
Use by building comparison	Yes
Cost by building comparison	Yes
Use/sq foot by building	Yes
Cost/sq foot by building	Yes
Energy savings report	Yes
Load factor report	Yes

9. Utility Tracking System

Topic	Available
Ability to manage all utilities including electric, gas, water, sewer, fuel oil, propane, trash, waste, telephone and other utilities	Yes
Tracks essential account, vendor building and user information	Yes
Tracks basic utility billing determinants on monthly bills for each account and/or meter including billing periods, billing period consumption, billing period cost and average period unit cost. Bills are to be tracked by month, year and building	Yes
Ability to track user-defined data such as hours of use, number of occupants, etc.	Yes
Provides use and cost budget function for monthly and annual budget analysis	Yes
Customizable user-defined advanced utility bill determinants including power factor, time-of-use, taxes, service charges and deregulated bill determinants	Yes
Performs current versus baseline comparisons including application of weather normalization for more accurate comparison of utility data from year to year. Weather normalization is performed by matching daily weather degree-days with actual billing periods of utility bills, Degree data is automatically uploaded into Utility Direct from the National Weather Service on a monthly basis	Yes
Easily exports data to any spreadsheet format	Yes
Provides virtual and sub-meter tracking. Sub-meter tracking will support internal organization chargeback requirements	Yes
Utility bill validity checking with multiple parameter analysis	Yes

10. Facility Scheduling System

Topic	Available
Multiple routing rules for event approval	Yes
Automatically routes usage request requests to approval managers	Yes
Database of areas available for after hour usage	Yes
Handle events with multiple dates with repeating patterns as well as random series of events	Yes
Tracks facility usage costs and automatically generates invoices	Yes
Enables event requesters to check facility availability and submit usage requests online	Yes
Displays scheduled events on calendar	Yes
Multiple levels of security	Yes
Email notifications to support personnel	Yes
Billing and rental administration	Yes

11. Wireless/Mobile Management

Topic	Available
Enables mobile workers to receive, process and complete work via a wireless/mobile device	Yes
Enables mobile workers to record transactions for labor hours	Yes
Enables mobile workers to search and sort and sort through their work orders	Yes

12. Trip Planning and Management

Topic	Available
Requesters can easily submit trip requests and check request status online	Yes
Automatically routes trip request to approval managers	Yes
Tracks availability and manages scheduling of vehicle and drivers	Yes
Displays scheduled trips on interactive calendar	Yes
Tracks all trip related costs	Yes

13. Information Technology Asset Management

Topic	Available
Gathers and reports information about computer assets on your network, including hardware, software and software utilization	Yes
Manages all computer assets across multiple platforms (Windows, Macintosh, Unix, Linux, Novell, etc)	Yes
Monitors assets at the component level and generates alerts for missing assets	Yes
Tracks licenses and usage for optimum license management and compliance	Yes
Generates alerts for software license agreement violations and unauthorized software installations	Yes

FacilityDude's solutions include:

- a. **MaintenanceEdge** is a suite of four applications:
 - Work Order - Online work order management tool that streamlines your work order process, including request generation, completion status tracking, & reporting.
 - Planned Maintenance - Online planned maintenance scheduling tool that helps you create, assign, and manage recurring tasks.
 - Critical Alarm - Generates new work orders based on notifications from any intelligent building device.
 - Work Order Wireless - Work order management tool that enables maintenance crews to receive and complete tasks in the field.
- b. **InventoryEdge** is a suite of two applications:
 - Inventory - Inventory management tool that streamlines the process of requesting, ordering, issuing, and tracking inventory items.
 - Inventory Wireless - Mobile inventory management application that improves the efficiency of your entire inventory process.
- c. **Capital Forecast** - integrates with MaintenanceEdge bridging the gap between your capital planning and operational maintenance programs to enhance your overall facility management capabilities.
- d. **UtilityTrac Plus** - UtilityTrac Plus is an affordable application that enables building owners to track, analyze, and report on utility consumption and cost.

TAB 5 – REFERENCES

Provide a minimum of ten (10) customer references for product and/or services of similar scope dating within the past 3 years. Please try to provide an equal number of references for K12, Higher Education and City/County entities. Provide the following information for each reference:

Entity Name:	Katy ISD
Contact Name and Title:	Kathy McDonald, Executive Director of M&O
City and State:	Katy, TX
Phone Number:	281-396-2501
Years Serviced:	10
Description of Services:	UD;FSD;PMD;CD;MD;ID;FSA
Annual Volume:	\$72,347

Entity Name:	Conroe ISD
Contact Name and Title:	Marshall Schroeder, Director of M&O
City and State:	Conroe, TX
Phone Number:	936-703-7702
Years Serviced:	5
Description of Services:	UD;CT-AU;CD;CyU;CAA;FSD;ID;MD;PMD;FSA;CFD
Annual Volume:	\$93,308

Entity Name:	Fort Bend ISD
Contact Name and Title:	David Moore, Director of Facilities
City and State:	Sugar Land, TX
Phone Number:	281-634-5562
Years Serviced:	12
Description of Services:	PMD;ID;MD;FSD;CD;CyU;FSA
Annual Volume:	\$53,507

Entity Name:	Garland ISD
Contact Name and Title:	Jess Hudson, Executive Director of School Facilities
City and State:	Garland, TX
Phone Number:	972-494-8780
Years Serviced:	14
Description of Services:	UD;MD;PMD;FSD;CSD
Annual Volume:	\$29,381

Entity Name:	Eanes ISD
Contact Name and Title:	Jeremy Trimble, Executive Director of Facilities & Operations
City and State:	Austin, TX
Phone Number:	512-732-9040
Years Serviced:	13
Description of Services:	UD;FSD;MD;PMD;PD;CD;FSA;CSD;CFD;UBAS
Annual Volume:	\$28,078

Entity Name:	Lewisville ISD
Contact Name and Title:	Jason Hughes, Assistant Director of Maintenance
City and State:	Lewisville, TX
Phone Number:	469-713-5204
Years Serviced:	14
Description of Services:	UD;FSD;CD
Annual Volume:	\$16,648

Entity Name:	Odessa College
Contact Name and Title:	Bryan Heifner, Director Facilities & Construction
City and State:	Odessa, TX
Phone Number:	432-335- 6512
Years Serviced:	12
Description of Services:	ITD;MD;FSD;PMD;CD
Annual Volume:	\$12,548

Entity Name:	Abilene Christian University
Contact Name and Title:	Corey Ruff, Exec Dir Facilities & Campus Management
City and State:	Abilene, TX
Phone Number:	325-674-2665
Years Serviced:	9
Description of Services:	CrisisM;MD;PMD;CD;CFD
Annual Volume:	\$18,384

Entity Name:	City of Pflugerville
Contact Name and Title:	Abby W., Admin Assistant for Public Works
City and State:	Pflugerville, TX
Phone Number:	512-251-9935
Years Serviced:	5
Description of Services:	MaintenanceEdge (ME)
Annual Volume:	\$4,631

Entity Name:	Hood County
Contact Name and Title:	Tim Flower, Director of Maintenance
City and State:	Granbury, TX
Phone Number:	817-579-3214
Years Serviced:	7
Description of Services:	MaintenanceEdge (ME), InventoryEdge (IE)
Annual Volume:	\$8,487

TAB 6 – PRICING

Appendix C:

PRICING

Electronic Price Lists

- Respondents must submit products, services, warranties, etc. in price list.
- Prices listed will be used to establish the extent of a manufacturer's product lines, services, warranties, etc. that are available from a particular offeror and the pricing per item.
- Services such as installation, delivery, tech support, training, and other services must be priced or listed as free in order to be offered on the contract. Unlisted services will not be accepted.
- Electronic price lists must contain the following: *(if applicable)*
 - Manufacturer part #
 - Vendor part # (if different from manufacturer part #)
 - Description
 - Manufacturers Suggested List Price and Net Price
 - Net price to Region 4 ESC (including freight)
- Media submitted for price list must include the respondents' company name, name of the solicitation, and date on Flash Drive (i.e. Pin or Jump Drives).
- ***Please submit price lists and/or catalogs in excel or delimited format only.***

Not to Exceed Pricing

- Region 4 ESC requests pricing be submitted as not to exceed for any participating entity.
- Unlike fixed pricing the awarded vendor can adjust submitted pricing lower if needed but, cannot exceed original pricing submitted for solicitation.
- Offeror must allow for lower pricing to be available for similar product and service purchases.
- This proposal process covers a wide range of institutions relative to square footage, number of sites and number of system users. Offeror is required to provide a price list that addresses the institutions being served by this solicitation. The price list should include, but not be limited to, software pricing, training, annual support, start up services, consulting services and ASP costs, if applicable. In order to evaluate the pricing and to assure that the price book is correctly interpreted, please provide a detailed pricing proposal for the following four (4) examples:

Please see attached ESC 4/TCPN SchoolDude Price Book and FacilityDude Price Book at the end of this proposal and on the flash drives.

Price Example	Number of Sites	Square Footage	Maintenance Staff	Requesters*	Number of Students
A	2	150,000	3	10 to 50	1,000

Example A: HealthCare, Government, Other (150,000 Square Footage)				
Item	Initial Term (Annual Fee)	Startup/Training & Support (one-time charge)	Total Initial Term	Annual Renewal (2nd Term)
MaintenanceEdge	\$2,180.00	\$1,400.00	\$3,580.00	\$2,289.00
InventoryEdge	\$760.00	\$540.00	\$1,300.00	\$798.00
Critical Alarm	\$760.00	\$540.00	\$1,300.00	\$798.00
Capital Forecast	\$1,190.00	\$850.00	\$2,040.00	\$1,249.50

Price Example	Number of Sites	Square Footage	Maintenance Staff	Requesters*	Number of Students
B	12	1,000,000	10	20 to 500	7,000

Example B: HealthCare, Government, Other (1,000,000 Square Footage)				
Item	Initial Term (Annual Fee)	Startup/Training & Support (one-time charge)	Total Initial Term	Annual Renewal (2nd Term)
MaintenanceEdge	\$12,380.00	\$5,870.00	\$18,250.00	\$12,999.00
InventoryEdge	\$4,210.00	\$2,200.00	\$6,410.00	\$4,420.50
Critical Alarm	\$4,210.00	\$2,200.00	\$6,410.00	\$4,420.50
Capital Forecast	\$6,630.00	\$3,470.00	\$10,100.00	\$6,961.50

Price Example	Number of Sites	Square Footage	Maintenance Staff	Requesters*	Number of Students
C	27	2,200,000	25	30 to 1,000	15,000

Example C: Public K-12 Education (15,000 Students)				
Item	Initial Term (Annual Fee)	Startup/Training & Support (one-time charge)	Total Initial Term	Annual Renewal (2nd Term)
Maintenance EssentialsPro	\$14,345	\$3,915	\$18,260.00	\$15,062.25
Critical Alarm Automation	\$6,505	\$3,336	\$9,840.77	\$6,830.25
InventoryDirect	\$6,110	\$2,440	\$8,550.00	\$6,415.50
CapitalForecast Direct	\$7,160	\$2,570	\$9,730.00	\$7,518.00
CrisisManager	\$6,490	\$1,180	\$7,670.00	\$6,814.50
CrisisManager Extended	\$3,945	\$525	\$4,470.00	\$4,142.25
EventEssentialsPro	\$14,410	\$4,205	\$18,615.00	\$15,130.50
FSAutomation	\$7,630	\$3,910	\$11,540.00	\$8,011.50
UtilityEssentials	\$7,665	\$1,650	\$9,315.00	\$8,048.25
TripDirect	\$6,595	\$2,690	\$9,284.75	\$6,924.49
Incident	\$7,305	\$2,420	\$9,725.00	\$7,670.25
Insight	\$15,850	\$5,820	\$21,670.00	\$16,642.50
Connect GIS	\$6,600.00	\$2,310.00	\$8,910.00	\$6,930.00

Price Example	Number of Sites	Square Footage	Maintenance Staff	Requesters*	Number of Students
D	48	4,500,000	55	75 to 2,000	30,000

Example D: Public K-12 Education (30,000 Students)				
Item	Initial Term (Annual Fee)	Startup/Training & Support (one-time charge)	Total Initial Term	Annual Renewal (2nd Term)
Maintenance EssentialsPro	\$24,360	\$8,960	\$33,320.00	\$25,578.00
Critical Alarm Automation	\$9,695	\$4,973	\$14,667.69	\$10,179.75
InventoryDirect	\$9,100	\$5,580	\$14,680.00	\$9,555.00
CapitalForecast Direct	\$10,750	\$5,945	\$16,695.00	\$11,287.50
CrisisManager	\$9,675	\$1,840	\$11,515.00	\$10,158.75
CrisisManager Extended	\$5,735	\$630	\$6,365.00	\$6,021.75
EventEssentialsPro	\$22,265	\$7,790	\$30,055.25	\$23,378.51
FSAutomation	\$11,455	\$5,875	\$17,329.62	\$12,027.75
UtilityEssentials	\$9,080	\$1,865	\$10,945.00	\$9,534.00
TripDirect	\$9,915	\$6,005	\$15,920.00	\$10,410.75
Incident	\$10,960	\$5,945	\$16,905.00	\$11,508.00
Insight	\$23,840	\$12,770	\$36,610.00	\$25,032.00
Connect GIS	\$9,000.00	\$3,150.00	\$12,150.00	\$9,450.00

Enhancement and Upgrade Policy – Provide a clear description of the upgrade and enhancement policies for all applications proposed. Clearly state the policy going forward relative to both the Offeror selling price and the total cost to the application owner for upgrades and enhancements.

Dude Solutions applications are on a constant “Evergreen” schedule of enhancements and new features as well as new applications. Being a hosted application, enhancements are easily distributed to Dude Solutions users upon completion vs. the traditional method of installing a CD and upgrading a database onsite on a client's server. Ideas for these enhancements are derived from our clients and their needs to streamline processes or more effectively perform their day-to-day tasks.

Dude Solutions enhancement policies include:

- Allocation of a minimum of 25% of available development resources towards existing products (as opposed to new products). Dude Solutions has allocated approximately 30% of existing resources to existing product enhancements in the past 24 months.
- Enhancement priority and schedule is managed by the Business Unit Teams who fields enhancement requests submitted to the Dude Solutions Client Services Center by email, online chat, or by phone. Priority is determined by a combination of frequency of request, difficulty to deliver, how it affects other clients, and value to other clients. As all of our clients are educational clients, most requests benefit all of our clients. System fixes have a higher priority than enhancements and are usually handled within 48 hours.
- Dude Solutions publishes notification of upgrades, planned maintenance outages (typically weekends or at night); enhancements on Dude Solutions website and in email notifications to Dude Solutions client system administrators.
- On average, each Dude Solutions application is enhanced twice monthly.
- All enhancements are included in Dude Solutions annual fees.
- Dude Solutions clients enjoy these enhancements without having to download software, install updates, or load patches.

Dude Solutions upgrade policy includes:

- Major upgrades are scheduled 1-2 times annually for each product.
- Major upgrades are driven by client input and are generally further defined with client focus groups through concurrent online design review sessions where clients review and critique the upcoming enhancement prior to general release.
- Major upgrades are included in Dude Solutions annual fees.
- Dude Solutions clients enjoy these upgrades without having to download software, install updates, or load patches.
- Additional training is provided in group online formats as needed to train system administrators on how to take advantage of new functionality.

Ongoing enhancements and upgrades are provided for **NO ADDITIONAL COST** and are included in Dude Solutions annual fees. In addition, Dude Solutions clients do not have to install anything or update local systems to enjoy these upgrades and enhancements.

Our team is always improving services to the client. A few examples of that are: Unlimited Support by phone, email, or through live chat. Continuous enhancement process based on client input. Access to Dude Solutions annual "Dude University" conference and training program (nominal tuition fee required.) 24 x 7 application monitoring. Continuous firewall and virus protection.

TAB 7 – VALUE ADD

Please include any additional products and/or services not included in the scope of the solicitation that you think will enhance and/or add value to this contract for participating agencies. Your marketing plan and salesforce training plan as detailed in Appendix F will also be taken into account when evaluating your company's value add score.

Any additional products or services offered in this section will only be considered by Region 4 ESC if auditable pricing is offered for them in Appendix C. Any products or services for which pricing is not offered will not be considered a part of any contract awarded as a result of this RFP.

All products or services offered in this section are subject to the same requirements as products offered in Appendix B. Respondents must provide detailed descriptions of any additional products and services being offered as a part of their proposal, and Region 4 ESC reserves the right to reject any value add products or services which it deems to be unrelated to the scope of this RFP.

Dude University™ is the nation's largest career development and professional training conference exclusively for school, college and university operations professionals.

The Dude University curriculum is designed to provide professional development for educational professionals in all areas of operations, including maintenance, business, facilities, technology and transportation.

Some quick highlights:

- **Sessions** – Design your own conference schedule to fit your professional development needs! All sessions are created to address the areas of interest that most affect you in your specific job role.
- **Learning Lab** – A hands-on product training area filled with more than 70 computers and staffed by SchoolDude's Client Services Team - they're the Buckaroos of Software! The Learning Lab will be open throughout the entire conference for you to become more acquainted with the SchoolDude products you currently own, or to try out new ones.
- **Networking** – Knock elbows with peers and leaders alike. Dude Ranch features many networking activities before and during the 5-day event. Get to know your neighbors. Let the success of others in similar situations be your inspiration.

Learn more at <https://university.dudesolutions.com/>

TAB 8 – REQUIRED DOCUMENTS

Appendix H:
ADDITIONAL REQUIRED DOCUMENTS

DOC #1	Clean Air and Water Act
DOC #2	Debarment Notice
DOC #3	Lobbying Certification
DOC #4	Contractors Requirements
DOC #5	Antitrust Certification Statement
DOC #6	Implementation HB 1295 (Certificate) of Interested Parties)
DOC #7	EDGAR Certifications

FOR OFFERORS INTENDING TO DO BUSINESS IN NEW JERSEY:

DOC #8	Ownership Disclosure Form
DOC #9	Non-Collusion Affidavit
DOC #10	Affirmative Action Affidavit
DOC #11	Political Contribution Disclosure Form
DOC #12	Stockholder Disclosure Form

New Jersey Offerors are also required to comply with the following New Jersey statutes when applicable:

All anti-discrimination laws, including those contained in N.J.S.A. 10:2-1 through N.J.S.A. 10:2-14, N.J.S.A. 10:5-1, and N.J.S.A. 10:5-31 through 10:5-38.

Compliance with Prevailing Wage Act, N.J.S.A. 34:11-56.26, for all contracts within the contemplation of the Act.

Compliance with Public Works Contractor Registration Act, N.J.S.A. 34:11-56.26

Bid and Performance Security, as required by the applicable municipal or state statutes.

DOC #1

Clean Air and Water Act

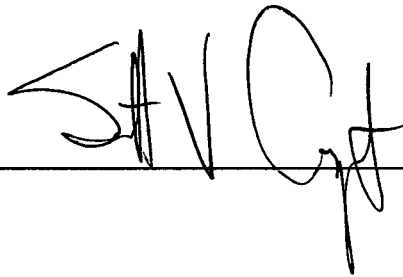
I, the Offeror, am in compliance with all applicable standards, orders or regulations issued pursuant to the Clean Air Act of 1970, as Amended (42 U.S. C. 1857 (h), Section 508 of the Clean Water Act, as amended (33 U.S.C. 1368), Executive Order 117389 and Environmental Protection Agency Regulation, 40 CFR Part 15 as required under OMB Circular A-102, Attachment O, Paragraph 14 (1) regarding reporting violations to the grantor agency and to the United States Environment Protection Agency Assistant Administrator for the Enforcement.

Potential Offeror: Dude Solutions, Inc. _____

Title of Authorized Representative: SVP of Sales _____

Mailing Address: 11000 Regency Parkway, Suite 110, Cary, NC 27518 _____

Signature: _____

A handwritten signature in black ink, appearing to read 'SVP of Sales', is written over the signature line.

DOC #2

Debarment Notice

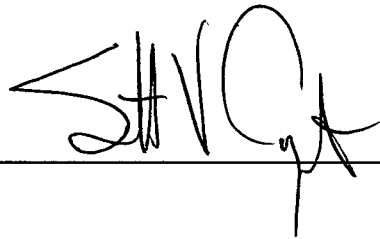
I, the Offeror, certify that my company has not been debarred, suspended or otherwise ineligible for participation in Federal Assistance programs under Executive Order 12549, "Debarment and Suspension", as described in the Federal Register and Rules and Regulations.

Potential Offeror: Dude Solutions, Inc. _____

Title of Authorized Representative: SVP of Sales _____

Mailing Address: 11000 Regency Parkway, Suite 110, Cary, NC 27518 _____

Signature: _____

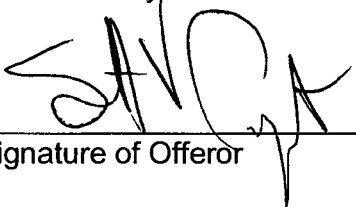
A handwritten signature in black ink, appearing to be "SVP" followed by a stylized flourish, written over a horizontal line.

LOBBYING CERTIFICATION

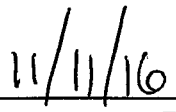
Submission of this certification is a prerequisite for making or entering into this transaction and is imposed by Section 1352, Title 31, U.S. Code. This certification is a material representation of fact upon which reliance was placed when this transaction was made or entered into. Any person who fails to file the required certification shall be subject to civil penalty of not less than \$10,000 and not more than \$100,000 for each such failure.

The undersigned certifies, to the best of his/her knowledge and belief, that:

1. No Federal appropriated funds have been paid or will be paid on behalf of the undersigned,
to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with the awarding of a Federal contract, the making of a Federal grant, the making of a Federal loan, the entering into a cooperative agreement, and the extension, continuation, renewal, amendment, or modification of a Federal contract, grant, loan, or cooperative agreement.
2. If any funds other than Federal appropriated funds have been or will be paid to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with this Federal contract or cooperative agreement, the undersigned shall complete and submit Standard Form LLL, "Disclosure of Lobbying Activities," in accordance with its instructions.
3. The undersigned shall require that the language of this certification be included in the award documents for all covered sub-awards exceeding \$100,000 in Federal funds at all appropriate tiers and that all sub-recipients shall certify and disclose accordingly.



Signature of Offeror



Date

DOC #4 CONTRACTOR CERTIFICATION REQUIREMENTS

Contractor's Employment Eligibility

By entering the contract, Contractor warrants compliance with the Federal Immigration and Nationality Act (FINA), and all other federal and state immigration laws and regulations. The Contractor further warrants that it is in compliance with the various state statutes of the states it is will operate this contract in.

Participating Government Entities including School Districts may request verification of compliance from any Contractor or subcontractor performing work under this Contract. These Entities reserve the right to confirm compliance in accordance with applicable laws.

Should the Participating Entities suspect or find that the Contractor or any of its subcontractors are not in compliance, they may pursue any and all remedies allowed by law, including, but not limited to: suspension of work, termination of the Contract for default, and suspension and/or debarment of the Contractor. All costs necessary to verify compliance are the responsibility of the Contractor.

The offeror complies and maintains compliance with the appropriate statutes which requires compliance with federal immigration laws by State employers, State contractors and State subcontractors in accordance with the E-Verify Employee Eligibility Verification Program.

Contractor shall comply with governing board policy of the Region 4 ESC Participating entities in which work is being performed.

Fingerprint and Background Checks

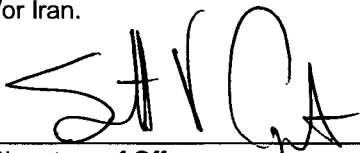
If required to provide services on school district property at least five (5) times during a month, contractor shall submit a full set of fingerprints to the school district if requested of each person or employee who may provide such service. Alternately, the school district may fingerprint those persons or employees. An exception to this requirement may be made as authorized in Governing Board policy. The district shall conduct a fingerprint check in accordance with the appropriate state and federal laws of all contractors, subcontractors or Offerors and their employees for which fingerprints are submitted to the district. Contractor, subcontractors, Offerors and their employees shall not provide services on school district properties until authorized by the District.

The offeror shall comply with fingerprinting requirements in accordance with appropriate statutes in the state in which the work is being performed unless otherwise exempted.

Contractor shall comply with governing board policy in the school district or Participating Entity in which work is being performed.

Business Operations in Sudan, Iran

In accordance with A.R.S. 35-391 and A.R.S. 35-393, the Contractor hereby certifies that the contractor does not have scrutinized business operations in Sudan and/or Iran.



Signature of Offeror

11/11/16

Date

DOC #5

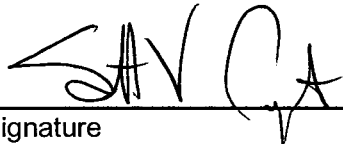
ANTITRUST CERTIFICATION STATEMENTS
(Tex. Government Code § 2155.005)

I affirm under penalty of perjury of the laws of the State of Texas that:

1. I am duly authorized to execute this contract on my own behalf or on behalf of the company, corporation, firm, partnership or individual (Company) listed below;
2. In connection with this proposal, neither I nor any representative of the Company has violated any provision of the Texas Free Enterprise and Antitrust Act, Tex. Bus. & Comm. Code Chapter 15;
3. In connection with this proposal, neither I nor any representative of the Company has violated any federal antitrust law; and
4. Neither I nor any representative of the Company has directly or indirectly communicated any of the contents of this proposal to a competitor of the Company or any other company, corporation, firm, partnership or individual engaged in the same line of business as the Company.

Offeror Dude Solutions, Inc. _____

Offeror


Signature

Scott V. Carpenter
Printed Name

SVP of Sales
Position with Company

Address 11000 Regency Parkway, Suite 110 _____

Cary, NC 27518

Authorizing Official

Signature

Phone (877) 868-3833 _____

Fax (800) 216-3063 _____

Printed Name

Position with Company

Implementation of House Bill 1295

Certificate of Interested Parties (Form 1295):

In 2015, the Texas Legislature adopted House Bill 1295, which added section 2252.908 of the Government Code. The law states that a governmental entity or state agency may not enter into certain contracts with a business entity unless the business entity submits a disclosure of interested parties to the governmental entity or state agency at the time the business entity submits the signed contract to the governmental entity or state agency. The law applies only to a contract of a governmental entity or state agency that either (1) requires an action or vote by the governing body of the entity or agency before the contract may be signed or (2) has a value of at least \$1 million. The disclosure requirement applies to a contract entered into on or after January 1, 2016.

The Texas Ethics Commission was required to adopt rules necessary to implement that law, prescribe the disclosure of interested parties form, and post a copy of the form on the commission's website. The commission adopted the Certificate of Interested Parties form (Form 1295) on October 5, 2015. The commission also adopted new rules (Chapter 46) on November 30, 2015, to implement the law. The commission does not have any additional authority to enforce or interpret House Bill 1295.

Filing Process:

Starting on January 1, 2016, the commission will make available on its website a new filing application that must be used to file Form 1295. A business entity must use the application to enter the required information on Form 1295 and print a copy of the completed form, which will include a certification of filing that will contain a unique certification number. An authorized agent of the business entity must sign the printed copy of the form and have the form notarized. The completed Form 1295 with the certification of filing must be filed with the governmental body or state agency with which the business entity is entering into the contract.

The governmental entity or state agency must notify the commission, using the commission's filing application, of the receipt of the filed Form 1295 with the certification of filing not later than the 30th day after the date the contract binds all parties to the contract. The commission will post the completed Form 1295 to its website within seven business days after receiving notice from the governmental entity or state agency.

Information regarding how to use the filing application will be available on this site starting on January 1, 2016.

https://www.ethics.state.tx.us/whatsnew/elf_info_form1295.htm

Last Revision: February 16, 2016

CERTIFICATE OF INTERESTED PARTIES

FORM 1295

1 of 1

Complete Nos. 1 - 4 and 6 if there are interested parties.
Complete Nos. 1, 2, 3, 5, and 6 if there are no interested parties.

OFFICE USE ONLY CERTIFICATION OF FILING

1 Name of business entity filing form, and the city, state and country of the business entity's place of business.

Dude Solutions, Inc.
Cary, NC United States

Certificate Number:
2016-134339

Date Filed:
11/08/2016

Date Acknowledged:

2 Name of governmental entity or state agency that is a party to the contract for which the form is being filed.

Region 4 Education Service Center

3 Provide the identification number used by the governmental entity or state agency to track or identify the contract, and provide a description of the services, goods, or other property to be provided under the contract.

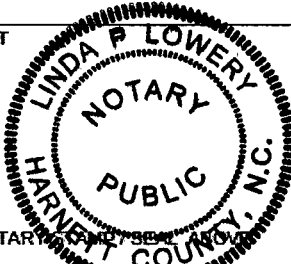
TCPN Solicitation 16-18
cloud-based operations software

4	Name of Interested Party	City, State, Country (place of business)	Nature of interest (check applicable)	
			Controlling	Intermediary
	Prevost, Lee	Cary, NC United States	X	
	Hudson, Kent	Cary, NC United States	X	

5 Check only if there is NO Interested Party. ☐

6 AFFIDAVIT

I swear, or affirm, under penalty of perjury, that the above disclosure is true and correct.



Signature of authorized agent of contracting business entity

AFFIX NOTARY SEAL HERE

Sworn to and subscribed before me, by the said Scott Carpenter, this the 11 day of November 20 16, to certify which, witness my hand and seal of office.

Signature of officer administering oath
Linda P. Lowery
Notary

Printed name of officer administering oath
Linda P. Lowery

Title of officer administering oath
Notary

EDGAR CERTIFICATIONS
ADDENDUM FOR AGREEMENT FUNDED BY U.S. FEDERAL GRANT

TO WHOM IT MAY CONCERN:

REGION 4 EDUCATION SERVICE CENTER is in the process of ensuring that all policies and procedures involving the expenditure of federal funds are compliant with the new Education Department General Administrative Guidelines ("EDGAR"). Part of this process involves ensuring that all current Offerors agree to comply with EDGAR. You must complete this form and return to REGION 4 EDUCATION SERVICE CENTER along with your proposal.

The following certifications and provisions are required and apply when REGION 4 EDUCATION SERVICE CENTER expends federal funds for any contract resulting from this procurement process. Pursuant to 2 C.F.R. § 200.326, all contracts, including small purchases, awarded by the Agency and the Agency's subcontractors shall contain the procurement provisions of Appendix II to Part 200, as applicable.

REQUIRED CONTRACT PROVISIONS FOR NON-FEDERAL ENTITY CONTRACTS UNDER FEDERAL AWARDS
APPENDIX II TO 2 CFR PART 200

(A) Contracts for more than the simplified acquisition threshold currently set at \$150,000, which is the inflation adjusted amount determined by the Civilian Agency Acquisition Council and the Defense Acquisition Regulations Council (Councils) as authorized by 41 U.S.C. 1908, must address administrative, contractual, or legal remedies in instances where contractors violate or breach contract terms, and provide for such sanctions and penalties as appropriate.

Pursuant to Federal Rule (A) above, when REGION 4 EDUCATION SERVICE CENTER expends federal funds, REGION 4 EDUCATION SERVICE CENTER reserves all rights and privileges under the applicable laws and regulations with respect to this procurement in the event of breach of contract by either party.

Does Offeror agree? YES SNC Initials of Authorized Representative of Offeror

(B) Termination for cause and for convenience by the grantee or sub grantee including the manner by which it will be effected and the basis for settlement. (All contracts in excess of \$10,000)

Pursuant to Federal Rule (B) above, when REGION 4 EDUCATION SERVICE CENTER expends federal funds, REGION 4 EDUCATION SERVICE CENTER reserves the right to immediately terminate any agreement in excess of \$10,000 resulting from this procurement process in the event of a breach or default of the agreement by Offeror in the event Offeror fails to: (1) meet schedules, deadlines, and/or delivery dates within the time specified in the procurement solicitation, contract, and/or a purchase order; (2) make any payments owed; or (3) otherwise perform in accordance with the contract and/or the procurement solicitation. REGION 4 EDUCATION SERVICE CENTER also reserves the right to terminate the contract immediately, with written notice to Offeror, for convenience, if REGION 4 EDUCATION SERVICE CENTER believes, in its sole discretion that it is in the best interest of REGION 4 EDUCATION SERVICE CENTER to do so. Offeror will be compensated for work performed and accepted and goods accepted by REGION 4 EDUCATION SERVICE CENTER as of the termination date if the contract is terminated for convenience of REGION 4 EDUCATION SERVICE CENTER. Any award under this procurement process is not exclusive and REGION 4 EDUCATION SERVICE CENTER reserves the right to purchase goods and services from other Offerors when it is in REGION 4 EDUCATION SERVICE CENTER's best interest.

Does Offeror agree? YES SNC Initials of Authorized Representative of Offeror

(C) Equal Employment Opportunity. Except as otherwise provided under 41 CFR Part 60, all contracts that meet the definition of "federally assisted construction contract" in 41 CFR Part 60-1.3 must include the equal opportunity clause provided under 41 CFR 60-1.4(b), in accordance with Executive Order 11246, "Equal Employment Opportunity" (30 FR 12319, 12935, 3 CFR Part, 1964-1965 Comp., p. 339), as amended by Executive Order 11375, "Amending Executive Order 11246 Relating to Equal Employment Opportunity," and implementing regulations at 41 CFR part 60, "Office of Federal Contract Compliance Programs, Equal Employment Opportunity, Department of Labor."

Pursuant to Federal Rule (C) above, when REGION 4 EDUCATION SERVICE CENTER expends federal funds on any federally assisted construction contract, the equal opportunity clause is incorporated by reference herein.

Does Offeror agree to abide by the above? YES SK Initials of Authorized Representative of Offeror

(D) Davis-Bacon Act, as amended (40 U.S.C. 3141-3148). When required by Federal program legislation, all prime construction contracts in excess of \$2,000 awarded by non-Federal entities must include a provision for compliance with the Davis-Bacon Act (40 U.S.C. 3141-3144, and 3146-3148) as supplemented by Department of Labor regulations (29 CFR Part 5, "Labor Standards Provisions Applicable to Contracts Covering Federally Financed and Assisted Construction"). In accordance with the statute, contractors must be required to pay wages to laborers and mechanics at a rate not less than the prevailing wages specified in a wage determination made by the Secretary of Labor. In addition, contractors must be required to pay wages not less than once a week. The non-Federal entity must place a copy of the current prevailing wage determination issued by the Department of Labor in each solicitation. The decision to award a contract or subcontract must be conditioned upon the acceptance of the wage determination. The non-Federal entity must report all suspected or reported violations to the Federal awarding agency. The contracts must also include a provision for compliance with the Copeland "Anti-Kickback" Act (40 U.S.C. 3145), as supplemented by Department of Labor regulations (29 CFR Part 3, "Contractors and Subcontractors on Public Building or Public Work Financed in Whole or in Part by Loans or Grants from the United States"). The Act provides that each contractor or sub recipient must be prohibited from inducing, by any means, any person employed in the construction, completion, or repair of public work, to give up any part of the compensation to which he or she is otherwise entitled. The non-Federal entity must report all suspected or reported violations to the Federal awarding agency.

Pursuant to Federal Rule (D) above, when REGION 4 EDUCATION SERVICE CENTER expends federal funds during the term of an award for all contracts and sub grants for construction or repair, Offeror will be in compliance with all applicable Davis-Bacon Act provisions.

Does Offeror agree? YES SK Initials of Authorized Representative of Offeror

(E) Contract Work Hours and Safety Standards Act (40 U.S.C. 3701-3708). Where applicable, all contracts awarded by the non-Federal entity in excess of \$100,000 that involve the employment of mechanics or laborers must include a provision for compliance with 40 U.S.C. 3702 and 3704, as supplemented by Department of Labor regulations (29 CFR Part 5). Under 40 U.S.C. 3702 of the Act, each contractor must be required to compute the wages of every mechanic and laborer on the basis of a standard work week of 40 hours. Work in excess of the standard work week is permissible provided that the worker is compensated at a rate of not less than one and a half times the basic rate of pay for all hours worked in excess of 40 hours in the work week. The requirements of 40 U.S.C. 3704 are applicable to construction work and provide that no laborer or mechanic must be required to work in surroundings or under working conditions which are unsanitary, hazardous or dangerous. These requirements do not apply to the purchases of supplies or materials or articles ordinarily available on the open market, or contracts for transportation or transmission of intelligence.

Pursuant to Federal Rule (E) above, when REGION 4 EDUCATION SERVICE CENTER expends federal funds, Offeror certifies that Offeror will be in compliance with all applicable provisions of the Contract Work Hours and Safety Standards Act during the term of an award for all contracts by REGION 4 EDUCATION SERVICE CENTER resulting from this procurement process.

Does Offeror agree? YES SK Initials of Authorized Representative of Offeror

(F) Rights to Inventions Made Under a Contract or Agreement. If the Federal award meets the definition of "funding agreement" under 37 CFR §401.2 (a) and the recipient or sub recipient wishes to enter into a contract with a small business firm or nonprofit organization regarding the substitution of parties, assignment or performance of experimental, developmental, or research work under that "funding agreement," the recipient or sub recipient must comply with the requirements of 37 CFR Part 401, "Rights to Inventions Made by Nonprofit Organizations and Small Business Firms Under Government Grants, Contracts and Cooperative Agreements," and any implementing regulations issued by the awarding agency.

Pursuant to Federal Rule (F) above, when federal funds are expended by REGION 4 EDUCATION SERVICE CENTER, the Offeror certifies that during the term of an award for all contracts by REGION 4 EDUCATION SERVICE CENTER resulting from this procurement process, the Offeror agrees to comply with all applicable requirements as referenced in Federal Rule (F) above.

Does Offeror agree? YES SK Initials of Authorized Representative of Offeror

(G) Clean Air Act (42 U.S.C. 7401-7671q.) and the Federal Water Pollution Control Act (33 U.S.C. 1251-1387), as amended—Contracts and sub grants of amounts in excess of \$150,000 must contain a provision that requires the non-Federal award to

agree to comply with all applicable standards, orders or regulations issued pursuant to the Clean Air Act (42 U.S.C. 7401-7671q) and the Federal Water Pollution Control Act as amended (33 U.S.C. 1251- 1387). Violations must be reported to the Federal awarding agency and the Regional Office of the Environmental Protection Agency (EPA).

Pursuant to Federal Rule (G) above, when federal funds are expended by REGION 4 EDUCATION SERVICE CENTER, the Offeror certifies that during the term of an award for all contracts by REGION 4 EDUCATION SERVICE CENTER member resulting from this procurement process, the Offeror agrees to comply with all applicable requirements as referenced in Federal Rule (G) above.

Does Offeror agree? YES SVC Initials of Authorized Representative of Offeror

(H) Debarment and Suspension (Executive Orders 12549 and 12689)—A contract award (see 2 CFR 180.220) must not be made to parties listed on the government wide exclusions in the System for Award Management (SAM), in accordance with the OMB guidelines at 2 CFR 180 that implement Executive Orders 12549 (3 CFR part 1986 Comp., p. 189) and 12689 (3 CFR part 1989 Comp., p. 235), "Debarment and Suspension." SAM Exclusions contains the names of parties debarred, suspended, or otherwise excluded by agencies, as well as parties declared ineligible under statutory or regulatory authority other than Executive Order 12549.

Pursuant to Federal Rule (H) above, when federal funds are expended by REGION 4 EDUCATION SERVICE CENTER, the Offeror certifies that during the term of an award for all contracts by REGION 4 EDUCATION SERVICE CENTER resulting from this procurement process, the Offeror certifies that neither it nor its principals are presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from participation by any federal department or agency.

Does Offeror agree? YES SVC Initials of Authorized Representative of Offeror

(I) Byrd Anti-Lobbying Amendment (31 U.S.C. 1352)—Contractors that apply or bid for an award exceeding \$100,000 must file the required certification. Each tier certifies to the tier above that it will not and has not used Federal appropriated funds to pay any person or organization for influencing or attempting to influence an officer or employee of any agency, a member of Congress, officer or employee of Congress, or an employee of a member of Congress in connection with obtaining any Federal contract, grant or any other award covered by 31 U.S.C. 1352. Each tier must also disclose any lobbying with non-Federal funds that takes place in connection with obtaining any Federal award. Such disclosures are forwarded from tier to tier up to the non-Federal award.

Pursuant to Federal Rule (I) above, when federal funds are expended by REGION 4 EDUCATION SERVICE CENTER, the Offeror certifies that during the term and after the awarded term of an award for all contracts by REGION 4 EDUCATION SERVICE CENTER resulting from this procurement process, the Offeror certifies that it is in compliance with all applicable provisions of the Byrd Anti-Lobbying Amendment (31 U.S.C.

1352). The undersigned further certifies that:

(1) No Federal appropriated funds have been paid or will be paid for on behalf of the undersigned, to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of congress, or an employee of a Member of Congress in connection with the awarding of a Federal contract, the making of a Federal grant, the making of a Federal loan, the entering into a cooperative agreement, and the extension, continuation, renewal, amendment, or modification of a Federal contract, grant, loan, or cooperative agreement.

(2) If any funds other than Federal appropriated funds have been paid or will be paid to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of congress, or an employee of a Member of Congress in connection with this Federal grant or cooperative agreement, the undersigned shall complete and submit Standard Form-LLL, "Disclosure Form to Report Lobbying", in accordance with its instructions.

(3) The undersigned shall require that the language of this certification be included in the award documents for all covered sub-awards exceeding \$100,000 in Federal funds at all appropriate tiers and that all sub recipients shall certify and disclose accordingly.

Does Offeror agree? YES SVC Initials of Authorized Representative of Offeror

RECORD RETENTION REQUIREMENTS FOR CONTRACTS INVOLVING FEDERAL FUNDS

When federal funds are expended by REGION 4 EDUCATION SERVICE CENTER for any contract resulting from this procurement process, Offeror certifies that it will comply with the record retention requirements detailed in 2 CFR § 200.333. The Offeror further

certifies that Offeror will retain all records as required by 2 CFR § 200.333 for a period of three years after grantees or sub grantees submit final expenditure reports or quarterly or annual financial reports, as applicable, and all other pending matters are closed.

Does Offeror agree? YES SVC Initials of Authorized Representative of Offeror

CERTIFICATION OF COMPLIANCE WITH THE ENERGY POLICY AND CONSERVATION ACT

When REGION 4 EDUCATION SERVICE CENTER expends federal funds for any contract resulting from this procurement process, Offeror certifies that it will comply with the mandatory standards and policies relating to energy efficiency which are contained in the state energy conservation plan issued in compliance with the Energy Policy and Conservation Act (42 U.S.C. 6321 et seq.; 49 C.F.R. Part 18).

Does Offeror agree? YES SVC Initials of Authorized Representative of Offeror

CERTIFICATION OF COMPLIANCE WITH BUY AMERICA PROVISIONS

Offeror certifies that Offeror is in compliance with all applicable provisions of the Buy America Act. Purchases made in accordance with the Buy America Act must still follow the applicable procurement rules calling for free and open competition.

Does Offeror agree? YES SVC Initials of Authorized Representative of Offeror

CERTIFICATION OF ACCESS TO RECORDS – 2 C.F.R. § 200.336

Offeror agrees that the Inspector General of the Agency or any of their duly authorized representatives shall have access to any books, documents, papers and records of Offeror that are directly pertinent to Offeror's discharge of its obligations under the Contract for the purpose of making audits, examinations, excerpts, and transcriptions. The right also includes timely and reasonable access to Offeror's personnel for the purpose of interview and discussion relating to such documents.

Does Offeror agree? YES SVC Initials of Authorized Representative of Offeror

CERTIFICATION OF APPLICABILITY TO SUBCONTRACTS

Offeror agrees that all contracts it awards pursuant to the Contract shall be bound by the foregoing terms and conditions.

Does Offeror agree? YES SVC Initials of Authorized Representative of Offeror

Offeror agrees to comply with all federal, state, and local laws, rules, regulations and ordinances, as applicable. It is further acknowledged that Offeror certifies compliance with all provisions, laws, acts, regulations, etc. as specifically noted above.

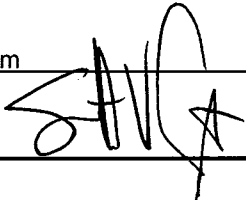
Offeror's Name: Dude Solutions, Inc. _____

Address, City, State, and Zip Code: 11000 Regency Parkway, Suite 110, Cary, NC 27518 _____

Phone Number: (877) 868-3833 _____ Fax Number: (800) 216-3063 _____

Printed Name and Title of Authorized Representative: Scott V. Carpenter, SVP of Sales _____

Email Address: scott@schooldude.com _____

Signature of Authorized Representative:  Date: 11/11/16

OWNERSHIP DISCLOSURE FORM (N.J.S. 52:25-24.2)

Pursuant to the requirements of P.L. 1999, Chapter 440 effective April 17, 2000 (Local Public Contracts Law), the offeror shall complete the form attached to these specifications listing the persons owning 10 percent (10%) or more of the firm presenting the proposal.

Company Name: Dude Solutions, Inc. _____

Street: 11000 Regency Parkway, Suite 110, _____

City, State, Zip Code: Cary, NC 27518 _____

Complete as appropriate:

I _____, certify that I am the sole owner of _____, that there are no partners and the business is not incorporated, and the provisions of N.J.S. 52:25-24.2 do not apply.

OR:

I _____, a partner in _____, do hereby certify that the following is a list of all individual partners who own a 10% or greater interest therein. I further certify that if one (1) or more of the partners is itself a corporation or partnership, there is also set forth the names and addresses of the stockholders holding 10% or more of that corporation's stock or the individual partners owning 10% or greater interest in that partnership.

OR:

I, Scott Carpenter _____, an authorized representative of Dude Solutions _____, a corporation, do hereby certify that the following is a list of the names and addresses of all stockholders in the corporation who own 10% or more of its stock of any class. I further certify that if one (1) or more of such stockholders is itself a corporation or partnership, that there is also set forth the names and addresses of the stockholders holding 10% or more of the corporation's stock or the individual partners owning a 10% or greater interest in that partnership.

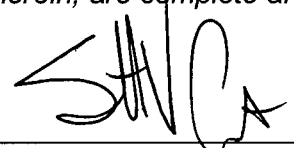
(Note: If there are no partners or stockholders owning 10% or more interest, indicate none.)

Name	Address	Interest
Kent Hudson	11000 Regency Parkway, Cary, NC 27518	26.23%
Ralph Prevost	11000 Regency Parkway, Cary, NC 27518	17.30%
Warburg Pincus	450 Lexington Ave, New York, NY 10017	46.80%

I further certify that the statements and information contained herein, are complete and correct to the best of my knowledge and belief.

11/11/16

Date



Authorized Signature and Title

DOC #9

NON-COLLUSION AFFIDAVIT

Company Name: Dude Solutions, Inc.

Street: 11000 Regency Parkway, Suite 110

City, State, Zip Code: Cary, NC 27518

State of New Jersey

County of

I, Scott V. Carpenter of the Cary Name

in the County of Wake, State of North Carolina of full age, being duly sworn according to law on my oath depose and say that:

I am the SVP of Sales of the firm of Dude Solutions the offeror making the Proposal for the goods, services or public work specified under the attached proposal, and that I executed the said proposal with full authority to do so; that said offeror has not directly or indirectly entered into any agreement, participated in any collusion, or otherwise taken any action in restraint of free, competitive bidding in connection with the above proposal, and that all statements contained in said proposal and in this affidavit are true and correct, and made with full knowledge that Region 4 ESC relies upon the truth of the statements contained in said proposal and in the statements contained in this affidavit in awarding the contract for the said goods, services or public work.

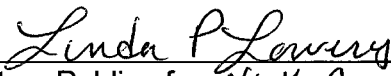
I further warrant that no person or selling agency has been employed or retained to solicit or secure such contract upon an agreement or understanding for a commission, percentage, brokerage or contingent fee, except bona fide employees or bona fide established commercial or selling agencies maintained by

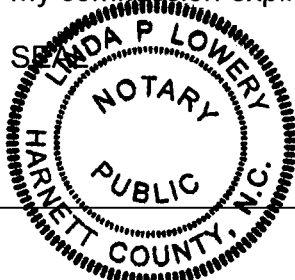
Dude Solutions
Company Name


SVP of Sales
Authorized Signature & Title

Subscribed and sworn before me

this 11 day of November, 2016


Notary Public of North Carolina
My commission expires May 2, 2017



AFFIRMATIVE ACTION AFFIDAVIT
(P.L. 1975, C.127)

Company Name: Dude Solutions, Inc.

Street: 11000 Regency Parkway, Suite 110

City, State, Zip Code: Cary, NC 27518

Proposal Certification:

Indicate below your compliance with New Jersey Affirmative Action regulations. Your proposal will be accepted even if you are not in compliance at this time. No contract and/or purchase order may be issued, however, until all Affirmative Action requirements are met.

Required Affirmative Action Evidence:

Procurement, Professional & Service Contracts (Exhibit A)

Offerors must submit with proposal:

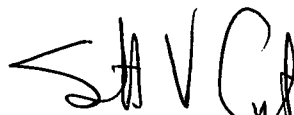
- | | |
|--|-----------|
| 1. A photo copy of their <u>Federal Letter of Affirmative Action Plan Approval</u> | _____ |
| OR | |
| 2. A photo copy of their <u>Certificate of Employee Information Report</u> | Yes _____ |
| OR | |
| 3. A complete <u>Affirmative Action Employee Information Report (AA302)</u> | _____ |

Public Work – Over \$50,000 Total Project Cost:

- A. No approved Federal or New Jersey Affirmative Action Plan. We will complete Report Form AA201-A upon receipt from the _____
- B. Approved Federal or New Jersey Plan – certificate enclosed _____

I further certify that the statements and information contained herein, are complete and correct to the best of my knowledge and belief.

11/11/16
Date


Authorized Signature and Title

**P.L. 1995, c. 127 (N.J.A.C. 17:27) MANDATORY
AFFIRMATIVE ACTION LANGUAGE**

PROCUREMENT, PROFESSIONAL AND SERVICE CONTRACTS

During the performance of this contract, the contractor agrees as follows:

The contractor or subcontractor, where applicable, will not discriminate against any employee or applicant for employment because of age, race, creed, color, national origin, ancestry, marital status, sex, affectional or sexual orientation. The contractor will take affirmative action to ensure that such applicants are recruited and employed, and that employees are treated during employment, without regard to their age, race, creed, color, national origin, ancestry, marital status, sex, affectional or sexual orientation. Such action shall include, but not be limited to the following: employment, upgrading, demotion, or transfer; recruitment or recruitment advertising; layoff or termination; rates of pay or other forms of compensation; and selection for training, including apprenticeship. The contractor agrees to post in conspicuous places, available to employees and applicants for employment, notices to be provided by the Public Agency Compliance Officer setting forth provisions of this non-discrimination clause.

The contractor or subcontractor, where applicable will, in all solicitations or advertisement for employees placed by or on behalf of the contractor, state that all qualified applicants will receive consideration for employment without regard to age, race, creed, color, national origin, ancestry, marital status, sex, affectional or sexual orientation.

The contractor or subcontractor, where applicable, will send to each labor union or representative of workers with which it has a collective bargaining agreement or other contract or understanding, a notice, to be provided by the agency contracting officer advising the labor union or workers' representative of the contractor's commitments under this act and shall post copies of the notice in conspicuous places available to employees and applicants for employment.

The contractor or subcontractor, where applicable, agrees to comply with any regulations promulgated by the Treasurer pursuant to P.L. 1975, c. 127, as amended and supplemented from time to time and the Americans with Disabilities Act.

The contractor or subcontractor agrees to attempt in good faith to employ minority and female workers trade consistent with the applicable county employment goal prescribed by N.J.A.C. 17:27-5.2 promulgated by the Treasurer pursuant to P.L. 1975, C.127, as amended and supplemented from time to time or in accordance with a binding determination of the applicable county employment goals determined by the Affirmative Action Office pursuant to N.J.A.C. 17:27-5.2 promulgated by the Treasurer pursuant to P.L. 1975, C.127, as amended and supplemented from time to time.

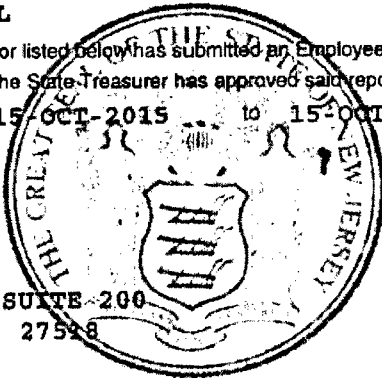
The contractor or subcontractor agrees to inform in writing appropriate recruitment agencies in the area, including employment agencies, placement bureaus, colleges, universities, labor unions, that it does not discriminate on the basis of age, creed, color, national origin, ancestry, marital status, sex, affectional or sexual orientation, and that it will discontinue the use of any recruitment agency which engages in direct or indirect discriminatory practices.

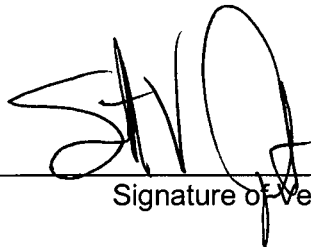
The contractor or subcontractor agrees to revise any of it testing procedures, if necessary, to assure that all personnel testing conforms with the principles of job-related testing, as established by the

statutes and court decisions of the state of New Jersey and as established by applicable Federal law and applicable Federal court decisions.

The contractor or subcontractor agrees to review all procedures relating to transfer, upgrading, downgrading and lay-off to ensure that all such actions are taken without regard to age, creed, color, national origin, ancestry, marital status, sex, affectional or sexual orientation, and conform with the applicable employment goals, consistent with the statutes and court decisions of the State of New Jersey, and applicable Federal law and applicable Federal court decisions.

The contractor and its subcontractors shall furnish such reports or other documents to the Affirmative Action Office as may be requested by the office from time to time in order to carry out the purposes of these regulations, and public agencies shall furnish such information as may be requested by the Affirmative Action Office for conducting a compliance investigation pursuant to Subchapter 10 of the Administrative Code (NJAC 17:27).

Certification		42703
CERTIFICATE OF EMPLOYEE INFORMATION REPORT		
RENEWAL		
This is to certify that the contractor listed below has submitted an Employee Information Report pursuant to N.J.A.C. 17:27-1.1 et. seq. and the State Treasurer has approved said report. This approval will remain in effect for the period of		
15-OCT-2015		to 15-OCT-2018
		
DUDE SOLUTIONS, INC. 11000 REGENCY PKWY., SUITE 200 CARY NC 27518		 Robert A. Romano, Acting State Treasurer



Signature of Vendor Officer

C. 271 POLITICAL CONTRIBUTION DISCLOSURE FORM Public Agency Instructions

This page provides guidance to public agencies entering into contracts with business entities that are required to file Political Contribution Disclosure forms with the agency. **It is not intended to be provided to contractors.** What follows are instructions on the use of form local units can provide to contractors that are required to disclose political contributions pursuant to N.J.S.A. 19:44A-20.26 (P.L. 2005, c. 271, s.2). Additional information on the process is available in Local Finance Notice 2006-1 (www.nj.gov/dca/lgs/lfnslfnmenu.shtml).

1. The disclosure is required for all contracts in excess of \$17,500 that are **not awarded** pursuant to a "fair and open" process (N.J.S.A. 19:44A-20.7).
2. Due to the potential length of some contractor submissions, the public agency should consider allowing data to be submitted in electronic form (i.e., spreadsheet, pdf file, etc.). Submissions must be kept with the contract documents or in an appropriate computer file and be available for public access. **The form is worded to accept this alternate submission.** The text should be amended if electronic submission will not be allowed.
3. The submission must be **received from the contractor and** on file at least 10 days prior to award of the contract. Resolutions of award should reflect that the disclosure has been received and is on file.
4. The contractor must disclose contributions made to candidate and party committees covering a wide range of public agencies, including all public agencies that have elected officials in the county of the public agency, state legislative positions, and various state entities. The Division of Local Government Services recommends that contractors be provided a list of the affected agencies. This will assist contractors in determining the campaign and political committees of the officials and candidates affected by the disclosure.
 - a. The Division has prepared model disclosure forms for each county. They can be downloaded from the "County PCD Forms" link on the Pay-to-Play web site at www.nj.gov/dca/lgs/p2p. They will be updated from time-to-time as necessary.
 - b. A public agency using these forms **should edit them to properly reflect the correct legislative district(s)**. As the forms are county-based, **they list all legislative districts** in each county. **Districts that do not represent the public agency should be removed from the lists.**
 - c. Some contractors may find it easier to provide a single list that covers all contributions, regardless of the county. These submissions are appropriate and should be accepted.
 - d. The form may be used "as-is", subject to edits as described herein.
 - e. The "Contractor Instructions" sheet is intended to be provided with the form. It is recommended that the Instructions and the form be printed on the same piece of paper. The form notes that the Instructions are printed on the back of the form; where that is not the case, the text should be edited accordingly.
 - f. The form is a Word document and can be edited to meet local needs, and posted for download on web sites, used as an e-mail attachment, or provided as a printed document.
5. It is recommended that the contractor also complete a "Stockholder Disclosure Certification." This will assist the local unit in its obligation to ensure that contractor did not make any prohibited contributions to the committees listed on the Business Entity Disclosure Certification in the 12 months prior to the contract. (See Local Finance Notice 2006-7 for additional information on this obligation) A sample Certification form is part of this package and the instruction to complete it is included in the Contractor Instructions. **NOTE: This section is not applicable to Boards of Education.**

C. 271 POLITICAL CONTRIBUTION DISCLOSURE FORM
Contractor Instructions

Business entities (contractors) receiving contracts from a public agency that are NOT awarded pursuant to a "fair and open" process (defined at N.J.S.A. 19:44A-20.7) are subject to the provisions of P.L. 2005, c. 271, s.2 (N.J.S.A. 19:44A-20.26). This law provides that 10 days prior to the award of such a contract, the contractor shall disclose contributions to:

- any State, county, or municipal committee of a political party
- any legislative leadership committee*
- any continuing political committee (a.k.a., political action committee)
- any candidate committee of a candidate for, or holder of, an elective office:
 - of the public entity awarding the contract
 - of that county in which that public entity is located
 - of another public entity within that county
 - or of a legislative district in which that public entity is located or, when the public entity is a county, of any legislative district which includes all or part of the county. The disclosure must list reportable contributions to any of the committees that exceed \$300 per election cycle that were made during the 12 months prior to award of the contract. See N.J.S.A. 19:44A-8 and 19:44A-16 for more details on reportable contributions.

N.J.S.A. 19:44A-20.26 itemizes the parties from whom contributions must be disclosed when a business entity is not a natural person. This includes the following:

- individuals with an "interest" ownership or control of more than 10% of the profits or assets of a business entity or 10% of the stock in the case of a business entity that is a corporation for profit
- all principals, partners, officers, or directors of the business entity or their spouses
- any subsidiaries directly or indirectly controlled by the business entity
- IRS Code Section 527 New Jersey based organizations, directly or indirectly controlled by the business entity and filing as continuing political committees, (PACs). When the business entity is a natural person, "a contribution by that person's spouse or child, residing therewith, shall be deemed to be a contribution by the business entity." [N.J.S.A. 19:44A-20.26(b)] The contributor must be listed on the disclosure. Any business entity that fails to comply with the disclosure provisions shall be subject to a fine imposed by ELEC in an amount to be determined by the Commission which may be based upon the amount that the business entity failed to report. The enclosed list of agencies is provided to assist the contractor in identifying those public agencies whose elected official and/or candidate campaign committees are affected by the disclosure requirement. It is the contractor's responsibility to identify the specific committees to which contributions may have been made and need to be disclosed. The disclosed information may exceed the minimum requirement. The enclosed form, a content-consistent facsimile, or an electronic data file containing the required details (along with a signed cover sheet) may be used as the contractor's submission and is disclosable to the public under the Open Public Records Act. The contractor must also complete the attached Stockholder Disclosure Certification. This will assist the agency in meeting its obligations under the law.

NOTE: This section does not apply to Board of Education contracts.

* N.J.S.A. 19:44A-3(s): "The term "legislative leadership committee" means a committee established, authorized to be established, or designated by the President of the Senate, the Minority Leader of the Senate, the Speaker of the General Assembly or the Minority Leader of the General Assembly pursuant to section 16 of P.L.1993, c.65 (C.19:44A-10.1) for the purpose of receiving contributions and making expenditures."

C. 271 POLITICAL CONTRIBUTION DISCLOSURE FORM

Page ____ of ____

Offeror Name:

[illegible]☐ Check here if the information is continued on subsequent page(s)

**List of Agencies with Elected Officials Required for Political Contribution
Disclosure**

N.J.S.A. 19:44A-20.26

County Name:

State: Governor, and Legislative Leadership Committees

Legislative District #s:

State Senator and two members of the General Assembly per district.

County:

Freeholders

{County Executive}

County Clerk

Surrogate

Sheriff

Municipalities (Mayor and members of governing body, regardless of title):

**USERS SHOULD CREATE THEIR OWN FORM, OR DOWNLOAD
FROM WWW.NJ.GOV/DCA/LGS/P2P A COUNTY-BASED,
CUSTOMIZABLE FORM.**

STOCKHOLDER DISCLOSURE CERTIFICATION**Name of Business:**

☒ I certify that the list below contains the names and home addresses of all stockholders holding 10% or more of the issued and outstanding stock of the undersigned.

OR

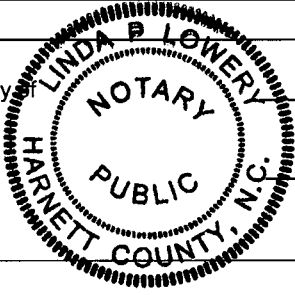
I certify that no one stockholder owns 10% or more of the issued and outstanding stock of the undersigned.

Check the box that represents the type of business organization:☐ Partnership☒ Corporation☐ Sole Proprietorship☐ Limited Partnership☐ Limited Liability Corporation☐ Limited Liability Partnership☐ Subchapter S Corporation

Sign and notarize the form below, and, if necessary, complete the stockholder list below.

Stockholders:

Name: Kent Hudson	Name: Ralph Prevost
Home Address: 11000 Regency Parkway, Cary, NC 27518	Home Address: 11000 Regency Parkway, Cary, NC 27518
Name: Warburg Pincus	Name:
Home Address: 450 Lexington Ave, NY, NY 10017	Home Address:
Name:	Name:
Home Address:	Home Address:

Subscribed and sworn before me this <u>11</u> day of <u>Nov</u> , 2016 (Notary) My Commission <u>May 2, 2017</u>		<u>Linda P Lowery</u> (Att Notary) <u>Linda P Lowery</u> (Print name & title of) <u>Notary</u> (Corporate)
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ACKNOWLEDGMENT AND ACCEPTANCE
OF REGION 4 ESC's OPEN RECORDS POLICY

Signature below certifies complete acceptance of Region 4 ESC's Open Records Policy, except as noted below (additional pages may be attached, if necessary).

Check one of the following responses to the Acknowledgment and Acceptance of Region 4 ESC's Open Records Policy below:

- ☐ ☒ We acknowledge Region 4 ESC's Open Records Policy and declare that no information submitted with this proposal, or any part of our proposal, is exempt from disclosure under the Public Information Act.

(Note: All information believed to be a trade secret or proprietary must be listed below. It is further understood that failure to identify such information, in strict accordance with the instructions below, will result in that information being considered public information and released, if requested under the Public Information Act.)

- ☐ We declare the following information to be a trade secret or proprietary and exempt from disclosure under the Public Information Act.

(Note: Offeror must specify page-by-page and line-by-line the parts of the response, which it believes, are exempt. In addition, Offeror must specify which exception(s) are applicable and provide detailed reasons to substantiate the exception(s).

11/11/16

Date

SAV G SIP

Authorized Signature & Title

EXHIBIT “5”

Terms of Use

Consisting of 17 Pages

● Your Industry: Not Identified ▾

Log In



Terms of Use

Last Updated: March 30, 2020

SUBSCRIPTION AGREEMENT

This Online Subscription Agreement (this “Agreement”) shall govern Subscriber’s (as defined below) access and use of the Service (as defined below) provided by Dude Solutions, Inc. (together with its affiliates, successors and assigns, “DSI”). BY ACCEPTING THIS AGREEMENT, EITHER BY CLICKING A BOX INDICATING ACCEPTANCE, BY EXECUTING AN ORDER FORM THAT REFERENCES THIS AGREEMENT OR BY OTHERWISE ACCESSING AND USING THE SERVICE, YOU AGREE TO THE TERMS OF THIS AGREEMENT. AS A RESULT, PLEASE READ ALL THE TERMS AND CONDITIONS OF THIS AGREEMENT CAREFULLY.

IF YOU ARE ENTERING INTO THIS AGREEMENT ON BEHALF OF A COMPANY OR OTHER LEGAL ENTITY, YOU REPRESENT THAT YOU HAVE THE AUTHORITY TO BIND SUCH ENTITY AND ITS AFFILIATES TO THE TERMS AND CONDITIONS OF THIS AGREEMENT, IN WHICH CASE THE TERMS “YOU” OR “YOUR” SHALL REFER TO SUCH ENTITY AND ITS AFFILIATES. IF YOU DO NOT HAVE SUCH AUTHORITY, OR IF YOU DO NOT AGREE WITH THE TERMS AND CONDITIONS SET FORTH HEREIN, YOU MUST NOT ACCEPT THIS AGREEMENT AND MAY NOT USE THE SERVICE.

Section 1.0 Definitions

As used in this Agreement, the following terms shall have the meanings set forth below:

1.1 “Access Credentials” means any user name, identification number, password, license or security key, security token, PIN or other security code, method, technology or device used, alone or in combination, to verify an individual’s identity and authorization to access and use the Service.

1.2 “Account” means Subscriber’s specific account where Subscriber subscribes to access and use Service(s).

1.3 “Account User” means each employee, consultant and contractor of Subscriber that has been granted Access Credentials.

1.4 “Affiliate” means, with respect to any legal entity, any other legal entity that (i) controls, (ii) is controlled by or (iii) is under common control of such legal entity. A legal entity shall be deemed to “control” another legal entity if it has the power to direct or cause the direction of the management or policies of such legal entity, whether through the ownership of voting securities, by contract, or otherwise.

[Log In](#)

1.5 “Annual Fee” means the annual fee invoiced to Subscriber by DSI (or its sales agent) prior to the Initial Term and each applicable Renewal Term, which is required to be paid in order for Subscriber to be permitted to access and use the Service and, if Subscriber purchases a Connector Toolkit, the API.

1.6 “API Toolkit” or “API” means DSI’s proprietary application programming interface and any accompanying or related documentation, software libraries, software tools, published specifications, and other materials, as amended from time-to-time in DSI’s sole discretion.

1.7 “Beta Services” means DSI Services or functionality that may be made available to Subscriber to try at its option at no additional charge that is clearly designated as beta, pilot, limited release, early adoption, non-production, sandbox, evaluation or a similar description.

1.8 “Connector Toolkit” means DSI’s add-on module that (i) enables DSI’s Subscribers to integrate (import/export) Subscriber Data with the Service in batch-mode or real-time, and (ii) consists of the *“Connector Tool”*, which is a client-side executable program installed locally on Subscriber’s computer, and the API.

1.9 “Confidential Information” means any non-public information and/or materials disclosed in writing or orally by a party under this Agreement (the “Disclosing Party”) to the other party (the “Receiving Party”), which (i) is designated in writing as confidential at the time of disclosure, or (ii) with respect to non-public information disclosed orally, the Disclosing Party sends the Receiving Party a written notice to Receiving Party within 15 days after oral disclosure identifying the non-public information that was disclosed as its confidential information, including when, where, how and to whom such non-public information was disclosed. For avoidance of doubt, DSI’s Confidential Information shall include the source code, data structure, algorithms and logic of the Applications and Service. Notwithstanding the foregoing, Confidential Information shall not include any information that (i) is or becomes generally known to the public without breach of any obligation owed to the Disclosing Party, (ii) was known to the Receiving Party prior to its disclosure by the Disclosing Party without breach of any obligation owed to the Disclosing Party, (iii) is received from a Third Party without breach of any obligation owed to the Disclosing Party, or (iv) was independently developed by the Receiving Party.

1.10 “Content” means all of the audio and visual information, documents, content, materials, products and/or software contained in, or made available through, the Service.

1.11 “Community Development Services” means the SmartGov, ATS and ASMi software application(s) subscribed to by Subscriber pursuant to the Agreement, Documentation or Order Form. For avoidance of doubt, Community Development Services applies only to Subscriber’s production instance and shall exclude all beta and early adopter programs,

user interface (UI) or user experience (UX) changes, feature or functionality improvements, and enhancements where a workaround exists in production.

Log In

1.12 “Documentation” means the user documentation relating to the Service, including but not limited to descriptions of the functional, operational and design characteristics of the Service.

1.13 “DSI Data” means all data, information and other content provided by or on behalf of DSI Subscribers to any of the DSI Services.

1.14 “HIPAA” means the Health Insurance Portability and Accountability Act of 1996 (Pub. L. 104-191) and all regulations promulgated thereunder (45 C.F.R. §§ 160-164), as amended by Subtitle D of the Health Information Technology for Economic and Clinical Health Act and all regulations promulgated thereunder, as Title XIII of Division A and Title IV of Division B of the American Recovery and Reinvestment Act of 2009 (Pub. L. 111-5), as amended from time to time.

1.15 “Implementation, Training and Support Program” or “ITSP” means DSI's comprehensive implementation, training and support program provided to DSI's Subscribers with respect to the Service.

1.16 “Intellectual Property Rights” means all ideas, concepts, designs, drawings, packages, works of authorship, processes, methodologies, information, developments, materials, inventions, improvements, software, and all intellectual property rights worldwide arising under statutory or common law, including without limitation, all (i) patents and patent applications owned or licensable by a party hereto; (ii) rights associated with works of authorship, including copyrights, copyright applications, copyright registrations, mask work rights, mask work applications and mask work registrations; (iii) rights related to protection of trade secrets and Confidential Information; (iv) trademarks, trade names, service marks and logos; (v) any right analogous to those set forth in clauses (i) through (iv); and (vi) divisions, continuations, renewals, reissues and extensions of the foregoing (as and to the extent applicable) now existing, hereafter filed, issued or acquired.

1.17 “Order Form” means DSI's ordering document or online order specifying the Services to be provided hereunder that is entered into between Subscriber and DSI or its Affiliates, including any addenda and supplements. Entering into an Order Form, an Affiliate agrees to be bound by the terms of this Agreement as if it were an original party.

1.18 “Privacy Policy” means the DSI privacy policy, as amended from time-to-time, which can be viewed by clicking the “Privacy” hypertext link located on www.dudesolutions.com.

1.19 “Service” means DSI's suite of Software-as-a-Service (SaaS) applications, products and services, as updated, enhanced or otherwise modified from time-to-time that are ordered by Subscriber on an Order Form or provided without charge (if applicable) and made available by DSI, including mobile components.

1.20 “Subscriber” means the legal entity identified on the Account.

1.21 “Subscriber Data” means all data, information and other content provided by or on behalf of Subscriber to the Service, including that which the Account Users input or upload to the Service.

[Log In](#)

1.22 “Third Party” means a party other than Subscriber or DSI.

Section 2.0 Use of the Service and the API; Proprietary Rights

2.1 Use of the Service and the API.

(a) *Service Subscription.* Subject to the terms of this Agreement (including, without limitation, the responsibilities, limitations and restrictions set forth in this Section 2.1 and payment of the Annual Fees required hereunder), (i) DSI shall permit Subscriber’s Account Users to access and use the Service(s) during the Term, including access and use of all of the Content contained in or made available through the Service(s), (ii) Subscriber shall be automatically enrolled in the ITSP (Implementation, Training and Support Program), if applicable, and (iii) DSI shall use commercially reasonable efforts to make available to Subscriber each of the components described in the ITSP, when applicable. Subscriber agrees that it shall use the Service(s) solely for internal business purposes, and access and use of the Service(s) and the ITSP shall be limited to Account Users.

(b) *API License.* Subject to the terms of this Agreement (including, without limitation, the responsibilities, limitations and restrictions set forth in this Section 2.1 and payment of the Annual Fees required hereunder), provided that Subscriber is purchasing the right to use the Connector Toolkit, DSI hereby grants to Subscriber a limited, non-exclusive, non-transferable, revocable license (without the right to sublicense) to use and make calls to the API solely for the purpose of (i) extracting and transferring Subscriber Data from the Service to other Third Party applications used by the Subscriber for internal business purposes, and/or (ii) Subscriber’s internal development efforts to develop applications to work in conjunction with the functionality and capabilities of the Service purchased by Subscriber (“Subscriber Applications”). Subscriber shall have no right to distribute, license (whether or not through multiple tiers) or otherwise transfer the API to any Third Party or incorporate the API in any software, product, or technology.

(c) *Account Setup.* To subscribe to the Service, Subscriber must establish its Account, which may only be accessed and used by its Account Users. To setup an Account User, Subscriber must provide DSI (and agree to maintain, promptly update and keep) true, accurate, current and complete information for such Account User. If Subscriber or any applicable Account User provides any information that is untrue, inaccurate, not current or incomplete, DSI has the right to immediately suspend or terminate Subscriber’s Account and usage of the Service and the API and refuse any and all future use. Each Account User must establish and maintain personal, non-transferable Access Credentials, which shall not be shared with, or used by, any other Third Party. Subscriber may not transfer an Account User’s Access Credentials and/or its right to access and use the Service to a different user. Subscriber shall be solely responsible for any and all activities that occur under its Account, including all acts and omissions of its Account Users. Subscriber shall notify DSI immediately of any unauthorized use of its Account and/or any other breach of security of the Service that it suspects or becomes aware of.

(d) *Subscriber Responsibilities.* Subscriber shall: (i) take appropriate action to ensure that non-Account Users do not access or use the Service or the API; (ii) ensure that all Account Users comply with all of the terms and conditions of this Agreement, including the limitations and restrictions set out in Section 2.1(e); (iii) be solely responsible for the accuracy, integrity, legality, reliability and appropriateness of all Subscriber Data created by Account Users using the Service; (iv) access and use the Service solely in compliance with the Documentation and all applicable local, state, federal, and foreign laws, rules, directives and regulations (including those relating to export, homeland security, anti-terrorism, data protection and privacy); (v) allow e-mail notifications generated by the Service on behalf of Subscriber's Account Users to be delivered to Subscriber's Account Users; and (vi) promptly update and upgrade its system as requested or required in order to ensure continued performance and compatibility with upgrades to the Service and/or API Modifications (as defined in Section 2.1(g)). Subscriber shall be responsible for any breach of this Agreement by Account Users and any access or Use of the Service by persons other than Account Users.

(e) *Limitations and Restrictions.* Subscriber agrees that it shall not, and shall not permit any Third Party to, directly or indirectly: (i) modify, alter, revise, decompile, disassemble, reverse engineer, create derivative works or attempt to derive the source code of the Service or the API; (ii) assign, transfer, lease, rent, sublicense, distribute or otherwise make available the Service or the API, in whole or in part, to any Third Party, including on a timesharing, software-as-a-service or other similar basis; (iii) share Access Credentials or otherwise allow access or use the Service or the API to provide any service bureau services or any services on a similar basis; (iv) use the Service or the API in a way not authorized in writing by DSI or for any unlawful purpose; (v) use the Service or the API to store or transmit infringing, libelous, or otherwise unlawful or tortious material, or to store or transmit material in violation of Third Party privacy rights; (vi) attempt to tamper with, alter, disable, hinder, by-pass, override, or circumvent any security, reliability, integrity, accounting or other mechanism, restriction or requirement of the Service or the API; (vii) remove, obscure or alter any copyright, trademark, patent or proprietary notice affixed or displayed by or in the Service; (viii) perform load tests, network scans, penetration tests, ethical hacks or any other security auditing procedures on the Service or the API; (ix) interfere with or disrupt the integrity or performance of the Service, the API or the data contained therein; (x) access or use the Service or the API in order to replicate applications, products or services offered by DSI and/or otherwise build a competitive product or service, copy any features, functions or graphics of the Service or the API or monitor the availability and/or functionality of the Service or the API for any benchmarking or competitive purposes; (xi) under any circumstances, through a Third Party application, a Subscriber Application or otherwise, repackage or resell the Service, the API or any DSI data received via the API; (xii) store, manipulate, analyze, reformat, print, and display the Content for personal use; and (xiii) upload or insert code, scripts, batch files or any other form of scripting or coding into the Service;

(f) *Additional Service Guidelines.* DSI reserves the right to establish or modify general practices and limits concerning use of the Service. DSI shall provide at least thirty (30) days' prior notice of any such modification. DSI also reserves the right to block IP addresses originating a Denial of Service (DoS) attack. DSI shall notify Subscriber should this condition exist and inform Subscriber of its action. Once blocked, an IP address shall

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not be able to access the Service or the API and the block may be removed once DSI is satisfied corrective action has taken place to resolve the issue.

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(g) *API Modifications.* DSI may modify, amend, change, or deprecate all or part of the API in its sole discretion at any time (an “API Modification”). DSI shall use reasonable efforts to provide notice to Subscriber of any such API Modifications as soon as reasonably practical. Subscriber acknowledges that an API Modification may have a material adverse effect on any applications utilizing or relying upon the API (including Subscriber Applications), including but not limited to causing such applications not to operate as designed. DSI shall have no liability of any kind to Subscriber or any user of such applications with respect to such API Modifications or any adverse effects resulting from such API Modifications.

(h) *Controlled API Usage.* DSI may limit or suspend Subscriber’s usage of or access to the API if, in DSI’s sole discretion, Subscriber or Subscriber’s use of the API are adversely affecting the performance or operation of the API or the Service. DSI shall use reasonable efforts to provide notice to Subscriber of any such actions as soon as reasonably practical.

(i) *Links to Third Party Websites.* To the extent that the Service links to any Third Party website, application or service, the terms and conditions thereof shall govern Subscriber’s rights with respect to such website, application or service, unless otherwise expressly provided DSI. DSI shall have no obligations or liability arising from Subscriber’s access and use of such linked Third Party websites, applications and services.

(j) *Beta Services.* From time to time, DSI may make Beta Services available to Subscribers at no charge. Subscriber may choose to try such Beta Services or not in its sole discretion. Use of the Beta Services is at Subscriber’s sole risk and may contain bugs or errors. Subscriber may discontinue use of the Beta Services at any time, in its sole discretion. Further, DSI may discontinue any and all Beta Services availability at any time in its sole discretion without notice. NOTWITHSTANDING THE DISCLAIMER OF WARRANTIES IN SECTION 7.2(B) AND INDEMNIFICATION IN SECTION 7.3, BETA SERVICES AND DOCUMENTATION, ARE PROVIDED ON AN “AS-IS” AND “AS AVAILABLE” BASIS, WITHOUT ANY WARRANTIES OF ANY KIND. PROVIDER EXPRESSLY DISCLAIMS ANY AND ALL WARRANTIES, WHETHER EXPRESS OR IMPLIED, INCLUDING, BUT NOT LIMITED TO, ANY IMPLIED WARRANTIES OF MERCHANTABILITY, TITLE, FITNESS FOR A PARTICULAR PURPOSE, AND NON-INFRINGEMENT. DSI SHALL HAVE NO INDEMNIFICATION OBLIGATIONS AND NO LIABILITY OF ANY TYPE WITH RESPECT TO THE BETA SERVICES UNLESS SUCH EXCLUSION IS UNENFORCEABLE UNDER APPLICABLE LAW IN WHICH CASE DSI’S LIABILITY WITH RESPECT TO THE BETA SERVICES PROVIDED SHALL NOT EXCEED \$500.00.

2.2 Proprietary Rights.

(a) Subscriber acknowledges and agrees that (as between Subscriber and DSI) DSI retains all ownership right, title, and interest in and to the Service, the API, the Documentation and the Content, including without limitation all corrections, enhancements, improvements to, or derivative works thereof (collectively, “Derivative Works”), and in all Intellectual Property Rights therein or thereto. To the extent any Derivative Work is developed by DSI based

upon ideas or suggestions submitted by Subscriber to DSI, Subscriber hereby irrevocably assigns all rights to modify or enhance the Service and/or the API using such ideas or suggestions or joint contributions to DSI, together with all Intellectual Property Rights related to such Derivative Works. Nothing contained in this Agreement shall be construed to convey to Subscriber (or to any party claiming through Subscriber) any Intellectual Property Rights in or to the Service, the API, the Documentation and the Content, other than the rights expressly set forth in this Agreement.

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(b) DSI acknowledges and agrees that (as between Subscriber and DSI) Subscriber retains all ownership right, title, and interest in and to the Subscriber Data, including all Intellectual Property Rights therein or thereto. Notwithstanding the foregoing, Subscriber hereby grants DSI and its Affiliates a non-exclusive, royalty-free license to: (i) access, display, copy, distribute, transmit, publish, disclose and otherwise use all or any portion of the Subscriber Data to fulfill its obligations under this Agreement. In addition, Subscriber hereby grants DSI a non-exclusive, royalty-free right to use aggregated and de-identified data generated and/or derived by DSI from the Subscriber Data (the “De-Identified Data”) in order to improve the Services and DSI’s performance hereunder to grow DSI’s business, including without limitation, submitting and sublicensing such De-Identified Data to Third Parties for analytical purposes, provided that DSI shall take commercially reasonable efforts to conduct such de-identification in a manner that ensures that such De-Identification cannot be traced back to Subscriber.

(c) Subscriber acknowledges the Services may utilize, embed or incorporate Third Party software and/or tools (each, a “Third-Party Tool”) under a license granted to DSI by one or more applicable Third Parties (each, a “Third-Party Licensor”), which licenses DSI the right to sublicense the use of the Third-Party Tool solely as part of the Services. Each such sublicense is nonexclusive and solely for Subscriber’s internal use and Subscriber shall not further resell, re-license, or grant any other rights to use such sublicense to any Third Party. Subscriber further acknowledges that each Third-Party Licensor retains all right, title, and interest to its applicable Third-Party Tool and all documentation related to such Third-Party Tool. All confidential or proprietary information of each Third-Party Licensor is Confidential Information of DSI under the terms of this Agreement and shall be protected in accordance with the terms of Section 8.

Section 3.0 DSI Responsibilities

3.1 Implementation, Training and Support Program (ITSP). During the Term DSI (or its agent, representative or designee) shall provide and maintain an ITSP program. During the Term, DSI shall, as part of Subscriber’s Subscription Fees, provide telephone and email support (“Support Services”) during the hours of 8:00 AM and 6:00 PM EST, Monday through Friday, excluding New Year’s Day, Memorial Day, Independence Day, Labor Day, Thanksgiving Day, day after Thanksgiving, Christmas Eve and Christmas Day (“Business Hours”), except Community Development Services, where Business Hours means 5:00 AM – 5:00 PM PST.

3.2 Professional Services. DSI shall provide and perform professional, technical, consulting and/or other services (collectively, “Professional Services”) that are mutually agreed upon and described in one or more statements of work that expressly reference this Agreement. Each statement of work shall be effective, incorporated into and form a part of

this Agreement when duly executed by an authorized representative of each of the parties. Each statement of work shall (i) describe the fees and payment terms with respect to the Professional Services being provided pursuant to such statement of work, (ii) identify any work product that will be developed pursuant to such statement of work, and (iii) set forth each party's respective ownership and proprietary rights with respect to any work product developed pursuant to such statement of work.

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3.3 Service Levels.

(a) DSI shall use commercially reasonable efforts to make the Service available 99.9% for each full calendar month during the Term, determined on a twenty-four(24) hours a day, seven (7) days a week basis (the "Service Standard"). Service availability for access and use by Subscriber(s) excludes unavailability when due to: (a) any access to or use of the Service by Subscriber or any Account User that does not strictly comply with the terms of the Agreement or the Documentation; (b) any failure of performance caused in whole or in part by Subscriber's delay in performing, or failure to perform, any of its obligations under the Agreement; (c) Subscriber's or its Account User's Internet connectivity; (d) any Force Majeure Event; (e) any failure, interruption, outage, or other problem with Internet service or Non-DSI Service; (f) Scheduled Downtime; or (g) any disabling, suspension, or termination of the Service by DSI pursuant to the terms of the Agreement. "Scheduled Downtime" means, with respect to any applicable Service, the total amount of time (measured in minutes) during an applicable calendar month when such Service is unavailable for the majority of Subscribers' Account Users due to planned Service maintenance. To the extent reasonably practicable, DSI shall give at least eight (8) hours prior electronic notice of Service maintenance events and schedule outside the business hours of 6:00 AM - 10:00 PM EST.

(b) DSI shall use reasonable efforts to ensure the availability of the API in accordance with the service levels described in Section 3.3(a). Notwithstanding the foregoing, DSI does not guarantee any required uptime, performance, or integrity of any product, application or service that integrates with and/or otherwise utilizes the API (including, without limitation, any such product, application or service developed by Subscriber). Moreover, DSI shall not be liable to Subscriber or any Third Party for the unavailability of the API or the failure of the API to perform in accordance with its specifications. Subscriber shall not represent to any Third Party any availability or performance levels with respect to the API.

3.4 Protection of Subscriber Data. DSI shall maintain commercially reasonable administrative, physical, and technical safeguards for protection of the security, unauthorized access or disclosure of Subscriber Data. In addition, if Subscriber is a "Covered Entity" under HIPAA, DSI shall be Subscriber's "Business Associate" under HIPAA, and any Subscriber Data provided by Subscriber to DSI in their capacities as a Covered Entity and Business Associate, respectively, DSI and Subscriber shall enter into a Business Associate Agreement (the form of which shall be reasonably satisfactory to DSI). At all times during the Subscription term and upon written request of Subscriber within thirty (30) days after the effective date of termination or expiration of this Agreement, Subscriber data shall be available for Subscriber's export and download. Following the thirty (30) days after termination or expiration, DSI shall not be obligated to maintain Subscriber Data and shall delete or destroy what remains in its possession or control unless prohibited by law.

Section 4.0 Third Party Interactions

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4.1 Relationship to Third Parties. In connection with Subscriber's use of the Service, Subscriber may: (i) enter into correspondence with and/or participate in promotions of advertisers or sponsors showing their goods and/or services through the Service; (ii) purchase goods and/or services, including implementation, customization, content, forms, schedules, integration and other services; (iii) exchange data, integrate, or interact between Subscriber's Account, the Service, the API and a Third Party provider; (iv) be offered additional functionality within the user interface of the Service through use of the API; and/or (v) be provided content, knowledge, subject matter expertise in the creation of forms, content and schedules. Any such activity, and any terms, conditions, warranties or representations associated with such activity, shall be solely between Subscriber and the applicable Third Party. DSI shall have no liability, obligation or responsibility for any such correspondence, purchase, promotion, data exchange, integration or interaction between Subscriber and any such Third Party.



4.2 Ownership. Subscriber is the owner of all Third Party content and data loaded into the Subscriber Account. As the owner, it is Subscriber's responsibility to make sure it meets its particular needs. DSI shall not comment, edit or advise Subscriber with respect to such Third Party content and data in any manner.

4.3 No Warranty or Endorsement. DSI does not warrant any Third Party providers or any of their products or services, whether or not such products or services are designated by DSI as "certified," "validated," "premier" and/or any other designation. DSI does not endorse any sites on the Internet that are linked through the Service. DSI is providing these links to Subscriber only as a matter of convenience, and in no event shall DSI be responsible for any content, products, or other materials on or available from such sites. The limitations of liability shall apply to all Third Party Interactions.

Section 5.0 Annual Fees

5.1 Annual Fees. Subscriber shall, on or before the commencement of the Initial Term of a Service subscription, pay to DSI the Annual Fee for such Service subscription. Thereafter, DSI shall invoice Subscriber for each applicable Annual Fee at least sixty (60) days prior to the commencement of the applicable Renewal Term. Unless Subscriber provides written notice of non-renewal in accordance with Section 6.1, Subscriber agrees to pay all Annual Fees no later than thirty (30) days after the receipt of DSI's applicable invoice. Subscriber is responsible for providing complete and accurate billing and contact information to DSI and notifying DSI of any changes to such information.

5.2 Automatic Payments. Subscriber shall, upon the written request from DSI, establish and maintain valid and updated credit card information or a valid ACH auto debit account (in each case, the "Automatic Payment Method"). Upon establishment of such Automatic Payment Method, DSI (as DSI's collection agent) is hereby authorized to charge any applicable Annual Fee using such Automatic Payment Method.

5.3 Renewal Charges. DSI maintains the right to increase Annual Fees and other applicable fees and charges in connection with each Renewal Term.

5.4 Taxes. DSI's fees do not include any taxes, levies, duties or similar governmental assessments of any nature, including, for example, value-added, sales, use or withholding taxes, assessable by any jurisdiction whatsoever (collectively, "Taxes"). Subscriber is responsible for paying all Taxes associated with its purchases hereunder. If DSI has the legal obligation to pay or collect Taxes for which Subscriber is responsible under this Section 5.4, DSI (as DSI's collection agent) shall invoice Subscriber and Subscriber shall pay that amount unless Subscriber provides DSI with a valid tax exemption certificate authorized by the appropriate taxing authority. Subscriber agrees to indemnify and hold DSI harmless from any encumbrance, fine, penalty or other expense which DSI may incur as a result of Subscriber's failure to pay any Taxes required hereunder. For clarity, DSI is solely responsible for taxes assessable against DSI based on its income, property and employees.

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Section 6.0 Term and Termination

6.1 Term. This Agreement commences on the date Subscriber establishes its Account and continues until the Service subscription hereunder has expired or have been terminated (the "Term"). The initial term of the Service subscription shall be set forth on the Order Form (the "Initial Term"). Thereafter, the Service subscription shall automatically renew for successive one year periods (each, a "Renewal Term") unless either party has provided written notice of its intent to not renew the Service subscription not less than thirty (30) days prior to the expiration of the then-current Initial or Renewal Term applicable to the Service subscription.

6.2 Termination of Agreement for Breach. Either party may terminate this Agreement (including its Service subscription and Account) prior to the expiration of the Term if the other party commits a material breach of this Agreement and fails to cure such breach within thirty (30) days after written notice of such breach is given by the non-breaching party; provided that if the breach involves a failure of Subscriber to pay any of the fees required under this Agreement, the cure period shall be reduced to ten (10) days. Without limiting the foregoing, in the event of a breach that gives rise to the right by DSI to terminate this Agreement, DSI may elect, as an interim measure, to suspend Subscriber's access and use of the Service, the API (if applicable) and the Account until the breach is cured. DSI's exercise of its suspension right shall be without prejudice to DSI's right to terminate this Agreement upon written notice to Subscriber.

6.3 Termination for Convenience. Subscriber may terminate this Agreement (including its Service subscription and Account) at any time for convenience by providing DSI forty-five (45) days' prior written notice to the following email address: notice@dudesolutions.com. Upon termination by Subscriber pursuant to this Section 7.3, Subscriber may request in writing and be granted a refund in accordance with the following: (i) if DSI receives Subscriber's written notice of termination within the first sixty (60) days after the commencement of the Initial Term, DSI shall refund to Subscriber eighty percent (80%) of the Annual Fee prepaid for the Initial Term (the "Initial Year Subscription Fee"); (ii) if DSI receives Subscriber's written notice of termination during the Initial Term but after the first sixty (60) days thereof, DSI shall refund to Subscriber any prepaid Subscription Fees of the Initial Year Subscription determined based upon the number of full months remaining in the Initial Term (based upon the effective date of termination). For avoidance of doubt, no

refund shall be granted during a Renewal Term or with respect to Professional Services rendered.

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6.4 Effect of Termination. Upon termination of this Agreement, (i) Subscriber's access and use of the Service shall automatically cease, and (ii) DSI shall have no obligation to maintain the Subscriber Data or to forward the Subscriber Data to Subscriber or any Third Party.

6.5 Survival. The following portions of this Agreement shall survive termination of this Agreement and continue in full force and effect: Sections 2.1(e), 2.2, 6.4, 7, 8 and 9. Termination of this Agreement, or any of the obligations hereunder, by either party shall be in addition to any other legal or equitable remedies available to such party, except to the extent that remedies are otherwise limited hereunder.

Section 7.0 Representations, Warranties and Disclaimers

7.1 Representations. Subscriber represents and warrants that: (i) it has full right, title and authority to enter into this Agreement; and (ii) this Agreement constitutes a legal, valid and binding obligation of Subscriber, enforceable against it in accordance with its terms.

7.2 Warranties.

(a) DSI represents and warrants that all such Professional Services shall be performed in a professional and workmanlike manner in accordance with generally accepted industry standards. For any breach of this warranty, Subscriber's exclusive remedy and DSI's entire liability shall be the re-performance of the applicable Professional Services.

(b) EXCEPT AS EXPRESSLY STATED HEREIN, THE PARTIES MAKE NO REPRESENTATION, WARRANTY, OR GUARANTY AS TO THE RELIABILITY, TIMELINESS, QUALITY, SUITABILITY, TRUTH, AVAILABILITY, ACCURACY OR COMPLETENESS OF THE SERVICES OR ANY CONTENT. PARTIES DISCLAIM ALL REPRESENTATIONS OR WARRANTIES THAT: (I) THE USE OF THE SERVICES OR API SHALL BE SECURE, TIMELY, UNINTERRUPTED OR ERROR-FREE OR OPERATE IN COMBINATION WITH ANY OTHER HARDWARE, SOFTWARE, SYSTEM OR DATA; (II) THE SERVICES OR API SHALL MEET YOUR REQUIREMENTS OR EXPECTATIONS; (III) ANY STORED DATA SHALL BE ACCURATE OR RELIABLE; (IV) THE QUALITY OF ANY PRODUCTS, SERVICES, INFORMATION, OR OTHER MATERIAL PURCHASED OR OBTAINED BY YOU THROUGH THE SERVICES SHALL MEET YOUR REQUIREMENTS OR EXPECTATIONS; (V) ERRORS OR DEFECTS SHALL BE CORRECTED; (VI) THE SERVICES OR THE SERVER(S) THAT MAKE THE SERVICES AVAILABLE ARE FREE OF VIRUSES OR OTHER HARMFUL COMPONENTS. THE SERVICES AND ALL CONTENT IS PROVIDED TO YOU STRICTLY ON AN "AS-IS" BASIS. ALL CONDITIONS, REPRESENTATIONS AND WARRANTIES, WHETHER EXPRESS, IMPLIED, STATUTORY OR OTHERWISE, INCLUDING, WITHOUT LIMITATION, ANY IMPLIED WARRANTY OF MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE, OR NON-INFRINGEMENT, ARE HEREBY DISCLAIMED TO THE MAXIMUM EXTENT PERMITTED BY APPLICABLE LAW BY THE PARTIES.

7.3 Indemnification.

(a) *Indemnity* by DSI. DSI shall defend and indemnify Subscriber from any loss, damage or expense (including reasonable attorneys' fees) awarded by a court of competent jurisdiction, or paid in accordance with a settlement agreement signed by Subscriber, in connection with any Third Party claim (each, a "Claim") alleging that Subscriber's use of the Service as expressly permitted hereunder infringes upon any United States patent, copyright or trademark of such Third Party, or misappropriates the trade secret of such Third Party; provided that Subscriber (x) promptly gives DSI written notice of the Claim; (y) gives DSI sole control of the defense and settlement of the Claim; and (z) provides to DSI all reasonable assistance, at DSI's expense. If DSI receives information about an infringement or misappropriation claim related to the Service, DSI may in its sole discretion and at no cost to Subscriber: (i) modify the Service so that it no longer infringes or misappropriates, (ii) obtain a license for Subscriber's continued use of the Service, or (iii) terminate this Agreement (including Subscriber's Service subscriptions and Account) upon prior written notice and refund to Subscriber any prepaid Annual Fee covering the remainder of the term of the terminated Service subscriptions. Notwithstanding the foregoing, DSI shall have no liability or obligation with respect to any Claim that is based upon or arises out of (A) use of the Service in combination with any software or hardware not expressly authorized by DSI, (B) any modifications or configurations made to the Service by Subscriber without the prior written consent of DSI, and/or (C) any action taken by Subscriber relating to use of the Service that is not permitted under the terms of this Agreement. This Section 7.3(a) states Subscriber's exclusive remedy against DSI for any Claim of infringement of misappropriation of a Third Party's Intellectual Property Rights related to or arising from Subscriber's use of the Service.

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(b) Subscriber shall defend and indemnify DSI from any loss, damage or expense (including reasonable attorneys' fees) awarded by a court of competent jurisdiction, or paid in accordance with a settlement agreement signed by DSI, in connection with any Claim alleging that the Subscriber Data, or Subscriber's use of the Service or the API in breach of this Agreement, infringes upon any United States patent, copyright or trademark of such Third Party, or misappropriates the trade secret of such Third Party; provided that DSI (x) promptly gives Subscriber written notice of the Claim; (y) gives Subscriber sole control of the defense and settlement of the Claim; and (z) provides to Subscriber all reasonable assistance, at Subscriber's expense. This Section 7.3(b) states DSI's exclusive remedy against Subscriber for any Claim of infringement of misappropriation of a Third Party's Intellectual Property Rights related to or arising from the Subscriber Data or Subscriber's use of the Service.

7.4 Limitation of Liability. IN NO EVENT SHALL DSI, IN THE AGGREGATE, BE LIABLE FOR DAMAGES TO SUBSCRIBER IN EXCESS OF THE AMOUNT OF ANNUAL FEES PAID BY SUBSCRIBER TO PROVIDER (INCLUDING PAYMENTS TO DSI, AS PROVIDER'S COLLECTION AGENT, FOR USE OF THE SERVICE) PURSUANT TO THIS AGREEMENT DURING THE TWELVE MONTHS PRIOR TO THE FIRST ACT OR OMISSION GIVING RISE TO THE LIABILITY. UNDER NO CIRCUMSTANCES SHALL PROVIDER HAVE ANY LIABILITY WITH RESPECT TO ITS OBLIGATIONS UNDER THIS AGREEMENT OR OTHERWISE FOR LOSS OF PROFITS, OR CONSEQUENTIAL, EXEMPLARY, INDIRECT, INCIDENTAL OR PUNITIVE DAMAGES, EVEN IF PROVIDER HAS BEEN ADVISED OF THE POSSIBILITY OF SUCH DAMAGES OCCURRING, AND WHETHER SUCH LIABILITY IS BASED ON CONTRACT, TORT, STRICT LIABILITY OR PRODUCTS LIABILITY. NOTHING

IN THIS SECTION SHALL LIMIT SUBSCRIBER'S PAYMENT OBLIGATIONS UNDER SECTION 5.0.

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Section 8.0 Confidentiality



8.1 Protection of Confidential Information. The Receiving Party agrees that it shall (i) hold the Disclosing Party's Confidential Information in strict confidence and shall use the same degree of care in protecting the confidentiality of the Disclosing Party's Confidential Information that it uses to protect its own Confidential Information, but in no event less than reasonable care, (ii) not use the Confidential Information of the Disclosing Party for any purpose not permitted by this Agreement; (iii) not copy any part of the Disclosing Party's Confidential Information except as expressly permitted by this Agreement, (iv) limit access to the Confidential Information of the Disclosing Party to those of its employees, contractors and agents who need such access for purposes consistent with this Agreement and who have signed confidentiality agreements with the Receiving Party containing protections no less stringent than those herein.

8.2 Compelled Disclosure. The Receiving Party may disclose Confidential Information of the Disclosing Party if it is compelled by law to do so, provided the Receiving Party gives the Disclosing Party prior notice of such compelled disclosure (to the extent legally permitted) and reasonable assistance, at the Disclosing Party's cost, if the Disclosing Party wishes to contest the disclosure. If the Receiving Party is compelled by law to disclose the Disclosing Party's Confidential Information as part of a civil proceeding to which the Disclosing Party is a party, and the Disclosing Party is not contesting the disclosure, the Disclosing Party shall reimburse the Receiving Party for its reasonable cost of compiling and providing secure access to such Confidential Information.

8.3 Records Requests. To the extent permitted by law, Subscriber shall treat as exempt from treatment as a public record, and shall not disclose in response to a request made pursuant to any applicable public records law, any of DSI's Confidential Information. Upon receiving a request to produce records under any applicable public records or similar law, Subscriber shall immediately notify DSI and provide such reasonable cooperation as requested by DSI and permitted by law to oppose production or release of such DSI Confidential Information.

8.4 Remedies. Recipient acknowledges that Disclosing Party would have no adequate remedy at law should Receiving Party breach its obligations relating to Confidential Information and agrees that Disclosing Party shall be entitled to enforce its rights by obtaining appropriate equitable relief, including without limitation a temporary restraining order and an injunction.

Section 9.0 Miscellaneous

9.1 Compliance with Laws. Subscriber will comply with all laws and applicable government rules and regulations insofar as they apply to Subscriber in its performance of this Agreement's rights and obligations.

9.2 Acceptance of Privacy Policy. All data and information provided by Subscriber through its use of the Service is subject to DSI's privacy policy, as amended from time-to-time, which can be viewed by clicking the "Privacy" hypertext link located within the Service. By using the Service, Subscriber accepts and agrees to be bound and abide by such privacy policy.

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9.3 Governing Law. This Agreement and any dispute arising out of or in connection with this Agreement shall be governed by and construed under the laws of the State of North Carolina, without regard to the principles of conflict of laws. Each of DSI and Subscriber hereby waives any right to jury trial in connection with any action or litigation in any way arising out of or related to this Agreement.

9.4 Relationship of the Parties. DSI is performing pursuant to this Agreement only as an independent contractor. DSI has the sole obligation to supervise, manage, contract, direct, procure, perform or cause to be performed its obligations set forth in this Agreement, except as otherwise agreed upon by the parties. Nothing set forth in this Agreement shall be construed to create the relationship of principal and agent between DSI and Subscriber. DSI shall not act or attempt to act or represent itself, directly or by implication, as an agent of Subscriber or its affiliates or in any manner assume or create, or attempt to assume or create, any obligation on behalf of, or in the name of, Subscriber or its affiliates.

9.5 Waiver. No failure or delay by either party in enforcing any of its rights under this Agreement shall be construed as a waiver of the right to subsequently enforce any of its rights, whether relating to the same or a subsequent matter.

9.6 Assignment. Subscriber shall have no right to transfer, assign or sublicense this Agreement or any of its rights, interests or obligations under this Agreement to any Third Party and any attempt to do so shall be null and void. DSI shall have the full ability to transfer, assign or sublicense this Agreement or any of its rights, interests or obligations under this Agreement.

9.7 Force Majeure. Subject to the limitations set forth below, neither party shall be held responsible for any delay or default, including any damages arising therefrom, due to any act of God, act of governmental entity or military authority, explosion, epidemic casualty, flood, riot or civil disturbance, war, sabotage, unavailability of or interruption or delay in telecommunications or Third Party services, failure of Third Party software, insurrections, any general slowdown or inoperability of the Internet (whether from a virus or other cause), or any other similar event that is beyond the reasonable control of such party (each, a "Force Majeure Event"). The occurrence of a Force Majeure Event shall not excuse the performance by a party unless that party promptly notifies the other party of the Force Majeure Event and promptly uses its best efforts to provide substitute performance or otherwise mitigate the force majeure condition.

9.8 Notices. Except as otherwise specified in Section 7.3 of this Agreement, all notices, instructions, requests, authorizations, consents, demands and other communications hereunder shall be in writing and shall be delivered by one of the following means, with notice deemed given as indicated in parentheses: (a) by personal delivery (when actually delivered); (b) by overnight courier (upon written verification of receipt); (c) by certified or

registered mail, return receipt requested (upon verification of receipt); or (d) solely with respect to notices to Subscriber, via electronic mail to the e-mail address maintained on Subscriber's Account. All notices to DSI shall be addressed tonotice@dudesolutions.com or Dude Solutions, Inc., Attn: Legal Department, 11000 Regency Parkway, Suite 110, Cary NC 27518

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9.9 Interpretation of Agreement. The Section headings contained in this Agreement are solely for the purpose of reference, are not part of the agreement of the parties, and shall not affect in any way the meaning or interpretation of this Agreement. Any reference to any federal, state, local or foreign statute or law shall be deemed to refer to all rules and regulations promulgated thereunder, unless the context requires otherwise.

9.10 No Third Party Beneficiaries. No person or entity not a party to the Agreement shall be deemed to be a third party beneficiary of this Agreement or any provision hereof.

9.11 Severability. The invalidity of any portion of this Agreement shall not invalidate any other portion of this Agreement and, except for such invalid portion, this Agreement shall remain in full force and effect.

9.12 Entire Agreement. This Agreement is the entire agreement between Subscriber and DSI regarding Subscriber's use of the Service and supersedes all prior and contemporaneous agreements, proposals or representations, written or oral, concerning its subject matter. No modification, amendment, or waiver of any provision of this Agreement shall be effective unless in writing and signed by the party against whom the modification, amendment or waiver is to be asserted. The parties agree that any term or condition stated in any purchase order or in any other order documentation is void.

9.13 Export Compliance. The Services, other technology DSI may make available, and derivatives thereof may be subject to export laws and regulations of the United States and other jurisdictions. Each party represents that it is not named on any U.S. government denied-party list. Subscriber shall not permit any Account User to access or use any Service or Content in a U.S.-embargoed country or in violation of any U.S. export law or regulation.

9.14 Anti-Corruption. Neither party has received or been offered any illegal or improper bribe, kickback, payment, gift, or thing of value from an employee or agent of the other party in connect with this Agreement. Reasonable gifts and entertainment provided in the ordinary course of business do not violate the above restriction. If Subscriber learns of any violation of the above restriction, Subscriber shall immediately notify DSI.

9.15 Cooperative Use. With Subscriber's approval, the market research conducted by Subscriber during its selection process for the Services may be extended for use by other jurisdictions, municipalities, and government agencies of Subscriber's state. Any such usage by other entities must be in accordance with ordinance, charter, and/or procurement rules and regulations of the respective political entity.

9.16 Modifications. DSI may revise the terms of this Agreement from time-to-time and shall post the most current version of this Agreement on its website. If a revision meaningfully reduces Subscriber's rights, DSI shall notify Subscriber.

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SOLUTION SUITES

Education Suite

Government Suite

Healthcare Suite

Senior Living Suite

Manufacturing Suite

Clubs & Associations Suite

Other Industries Suite

PRODUCTS

Asset Essentials

Capital Predictor

Energy Manager

Event Manager

Technology Essentials

SmartGov

Healthcare Maintenance

EXPERTISE

Education

Government

Healthcare

Senior Living

Manufacturing

Clubs & Associations

Other Industries

RESOURCES

Library

Success Stories

Webinars

Podcast

Blog

Dude University

DUDE PLATFORM

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 **Dude Solutions**® 11000 Regency Parkway
Suite 400
Cary, NC 27518

Sales: 866.455.3833
Support: 877.655.3833
[Contact](#)

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2555 Meridian Blvd., Suite 300, Franklin, TN 37067

N A T I O N A L I N T E R G O V E R N M E N T A L P U R C H A S I N G A L L I A N C E

December 16, 2016

Mr. Scott V. Carpenter
SVP of Sales
Dude Solutions, Inc.
11000 Regency Parkway, Suite 110
Cary, North Carolina 27518

Re: Award of Contract # R161802

Dear Mr. Carpenter:

Per official action taken by the Board of Directors of Region 4 Education Service Center, on December 14, 2016, National IPA is pleased to announce that Dude Solutions, Inc. has been awarded an annual contract for the following, based on the sealed proposal (RFP# 16-18) submitted on November 15, 2016:

Commodity/Service

Contractor

Facilities Management Software and Solutions

Dude Solutions, Inc.

This contract is effective April 1, 2017 and will expire on March 31, 2020. As indicated above, your Contract # is R161802. This contract may be renewed annually for an additional two (2) years if mutually agreed by Region 4 ESC/National IPA and Dude Solutions, Inc.

Your participation in the proposal process is appreciated and we look forward to a successful partnership. Please feel free to provide copies of this letter to your sales representative(s) to assist in their daily course of business.

I am the Contract Manager assigned to your contract so if you have any questions, please contact me at 713.554.7348 or deborah.bushnell@nationalipa.org

Sincerely,

Deborah Bushnell, CTSBO
Contract Manager



PREPARED FOR

City Of Port Orange
1000 City Center Circle
Port Orange, FL 32129-4144

PREPARED BY

Dude Solutions, Inc.

PUBLISHED ON

November 23, 2020



This SOW has been defined to leverage DSI's experience, while optimizing the use of resources, thereby maximizing cost efficiencies on behalf of Client.

Based on our current understanding of the complexity and scope of this effort and the expected involvement of the DSI team resources, the current estimated Fixed Price for this engagement is shown in the Investment table. This estimated cost breakdown is as follows:

Pricing is based on:

- Omnia Partners Purchasing Agreement: <https://public.omniapartners.com/suppliers/dude-solutions/contract-documentation> (<https://public.omniapartners.com/suppliers/dude-solutions/contract-documentation>)
- Unlimited Users
- City Population of 64,000
- 160 hours of historical data entry
- Initial Term = Now to September 30, 2021

Solutions - Subscription

SmartGov - Enterprise		
- SmartGov Permitting		
- SmartGov Code Enforcement		
- SmartGov Business License		
SmartGov Connector ECM-Laserfiche		
SmartGov Connector Financial		
SmartGov Connector Merchant		
SmartGov Connector Active Directory		
SmartGov Connector BlueBeam		
	Subscription Term: 11 months	
	4 months included at no additional cost	Subtotal: \$25,991.94

Implementation & Services

Portal Configuration	
Parcel Connector Configuration	
	Subtotal: \$72,254.15

Map Connector Configuration	
Laserfische Configuration	
Department Types / General Configuration	
Fees Configuration (Pages)	
Financial Connector Configuration	
Merchant Connector Configuration	
Active Directory Connector Configuration	
Digital Mark-up Tool Connector Configuration	
Web-Based Training	
Data Migration	
Project Management	
	Subtotal: \$72,254.15
Total Initial Investment	\$98,246.09 USD

Pricing for the First Renewal Term is \$44,556.00.

The above level of effort and associated pricing is based on the SMARTGOV package selected by City Of Port Orange and is subject to change based on defined client requirements that may be discovered during project delivery. Any identified project scope or requirements changes will be addressed via DSI Change Control Authorization ("CCA") process.



Software for Smarter Operations



Introduction

Dude Solutions, Inc. ("DSI") is pleased to submit this Statement of Work ("SOW") to City Of Port Orange for SmartGov Professional Services. SmartGov streamlines permitting, planning/zoning, Inspections, code enforcement, and business licensing, providing efficiency for your jurisdiction and enhanced customer service for your citizens. The package City Of Port Orange has chosen for implementation of SmartGov will be implemented using proven processes and methodologies managed by an experienced project manager dedicated to delivering a successful project.

DSI looks forward to the opportunity to deliver these services and the ever-lasting development of a strong business partnership.

Definitions

In addition to the terms defined elsewhere in this SOW, the following terms have the following meanings:

"Change Control Authorization" or "CCA" means any request by the client to modify the scope of work, schedule, or costs will require preparation of a Change Control Authorization ("CCA" or "change order") form detailing the work to be performed, as well as the associated costs and schedule impact. Additional work will be performed only after both parties have duly executed the CCA. Scope of work changes will impact the project schedule which will be updated to reflect such changes upon CCA approval.

"Closing Phase" means the phase that represents the completion of a project where all metrics are finalized, all deliverables are complete and accepted by client, and all remaining billing/invoicing takes place prior to project closure and acceptance.

"Deliverable Acceptance Form" means the form that is a standard PMO form used for client to agree to accept a deliverable as complete and final.

"Escort" means the client provided resource/person to take Dude Solutions, Inc. ("DSI") resources around client facilities and provide access to restricted areas agreeable between client and DSI as needed.

"Executing Phase" means the phase of the project where deliverables are developed and completed.

"Fixed Price/Fixed Fee/Fixed Price Project" means the project pricing includes all services, tasks, and expenses associated with the client project.

"Monitoring and Controlling Phase" means the phase for measuring project progression and performance and ensuring that everything happening aligns with the project management plan.

"Onsite Services Completion" means onsite services have been completed and when necessary, the Deliverable Acceptance form will be used to document the completion of deliverables provided during the onsite services visit.

"Orientation Call" or "Project Kick-Off Call" means the call/meeting which begins the project and proper expectations are set between DSI and the client.

"Output Documents" standard or custom documents generated from SmartGov "e.g. permits, Certificates of Occupancy, violation letters, business licenses, receipts"

"Orientation Call Completion" means the Orientation Call or Project Kick-Off Call has been completed and the project has begun and proper expectations have been set between DSI and the client.

"Professional Services or Services" means professional, technical, consulting and/or other services.

"Project Completion" means the project completion occurs when all deliverables of the project have been completed and accepted by the client via the Project Completion Acceptance Form.

"Project Completion Acceptance Form" means the form that is a standard PMO form used for client to agree to accept a project as complete and final.

"Project Management Methodology" means the manner and process used to deliver services projects.

"Project Management Office" or "PMO" means the office that provides the oversight and standardized processes to consistently deliver projects in a concise, consistent, and standardized manner. The PMO manages and maintains the processes and standard templates utilized to manage DSI projects.

"SmartGov Modules" means the Permitting Module (permits for all departments), the code Enforcement Module, the Business Licensing Module, and the Recurring Inspection module.

"Software Component Configuration" means the components within the software have been configured per client specifications.

"Statement of Work Acceptance" means the signing and accepting of the terms of the Statement of Work document by client.

"Support Engagement" means the point in the project where implementation services end and product support begins.

"System Configuration Completion" means the configuration items within the software have been configured per client specifications.

"System Level Configuration Items" standard configurable items that are applied across departments and case templates.

"Training Completion" means the onsite or virtual training has been completed and when necessary, the Deliverable Acceptance form will be used to document the completion of deliverables provided for completion of the onsite or virtual training services.

"User Acceptance Testing – UAT" means that after the system is configured the client will have an opportunity to perform user level testing based on client developed test scripts. DSI will correct issues as documented and presented during this process.

Project Scope and Approach

Implementation Process Overview

In order to successfully implement the SmartGov application, DSI will work with City Of Port Orange to understand requirements necessary to configure and set up the SmartGov application to streamline processes related to permitting, planning/zoning, inspections, code enforcement and business licensing for your jurisdiction and citizens. Once the City Of Port Orange has reviewed, and approved these requirements and processes, DSI will configure and setup the application to support the City Of Port Orange's unique business rules.

Following the configuration and modeling work, DSI will train the City Of Port Orange's team using its jurisdiction-specific configuration. After training, DSI will work with City Of Port Orange to test the work performed and provide the necessary updates to successfully implement the solution. The system will then be ready to go live in production. If the City Of Port Orange purchases "Go-Live Support" packages, DSI will provide support for the period of time defined in the statement of work.

Customer Implementation Engagement Sessions ("CIES")

Client project team representatives and DSI project team representatives will dedicate time to meet in person or via teleconference to maintain communication and conduct coordination of project activities and tasks.

Deliverables

Dude Solutions will provide the following task deliverables:

- Project Management Meeting Schedule
- Data Migration and Technical Design Meeting Schedule
- Configuration Meeting Schedule
- Meeting notes or recordings for all scheduled meetings

The client will provide the following resources or task deliverables:

- A complete project team roster, including email addresses, phone numbers, and roles / titles
- Necessary communication / information to allow all project schedules to be finalized
- Timely response to task-related emails or phone calls to enable on-time completion of all assignments
- A minimum of 24-hour notice if all minimum required members for any scheduled meeting cannot attend the meeting. This will allow the meeting coordinator sufficient time to cancel or re-schedule the meeting as necessary

Assumptions and Constraints

- Initial proposed meeting plans from DSI will reflect the minimum recommended frequency, duration, participants (by job title or role), topics, and action items to address the full SOW
- Final meeting plan will be approved by the client key sponsor(s)
- Coordination and integration of the PM meeting, data migration, technical design meeting, and configuration meeting will align with the scope of the project, client organizational structure, and assigned resources
- The Client will provide dedicated knowledgeable technical resource available for questions

- The Client will provide a dedicated knowledgeable resource for mapping analysis
- The Client will provide read only access and screen shots for various permits/case types to provide context to DSI data migration specialists
- The Client will provide resources for validation throughout the process
- Client will provide side-by-side data entry for 2 weeks prior to go-live
- Response time for questions is one business day
- DSI may require up to 3 backups of data for each database throughout the process

Planning, Initial Set Up & System Level Configuration

Configuration begins with planning and analysis necessary to establish the overall configuration approach. After planning, and once the approach is documented and agreed to, DSI will set up the SmartGov environments to support implementation. DSI Consultants begin configuration with system level items or items that apply generally across all departments and types of configuration items.

Setup of environments to support SmartGov implementation and configuration of core items in each SmartGov module that are specific to City Of Port Orange 's requirements. These core items are defined/configured at the client level [i.e. these are configurable items that will be standard or shared across all departments and configuration types].

Deliverables

Dude Solutions will provide the following task deliverables:

- A Configuration Plan document that includes:
 - Identified current and future state business processes to be supported by the final product via the configuration work effort
 - Recommended approach to configuration that supports the identified business processes and activities
 - Configuration details for all permit, inspection, license, and code enforcement types to be configured in SmartGov. All templates required for creating the configuration types will be created in SmartGov based on requirements gathered in meetings with the client
- SmartGov Environments to support the implementation process including:
 - Configuration (Dude Solution access only for configuration)
 - Validation (client has access for testing, can be refreshed with configuration copy upon request)
 - Training
- Weekly configuration status reports (in PDF format) generated from the client specific configuration instance of SmartGov. These reports serve as the primary source to demonstrate core configuration elements, status, and needs
- Jurisdiction configuration, per Configuration Plan, to include as needed:
 - Parcel and/or address information management
 - Contact information management
 - Contractor license information management
 - Receipt/transaction information management
 - Inspection scheduling information management
 - Configurable screen display settings

- User configuration per Configuration Plan, to include as needed:
 - Individual User Rights
 - Available Departments
 - Available Distribution Groups
 - Available Inspection Qualifications
 - Available Security Groups
- Job configuration per Configuration Plan, to include as needed:
 - Default list of available queued jobs
 - Queued job parameters
- Administrative & shared configuration rules per Configuration Plan, to include as needed:
 - Administrative processing rules where available in the configurable Jurisdiction Values list
 - Standard status options for cases, submittal items, workflow steps, step actions, inspection types, inspection actions, accounts, and intervals
 - Standard expiration rules
 - Standard online processing rules [for the portal]
 - Standard reports available across all case types

Assumptions and Constraints

- The Configuration Plan will be based on information delivered to, or collected by, the DSI Consultant within a specified time frame established at the project kick-off
 - During the development of the Configuration Plan, the client provides representatives for all work units with work activity to be supported by the final delivered product
- Client will provide access to the appropriate leaders and/or subject matter experts to ensure meaningful engagement at all required meetings and to ensure on-time completion of assigned action items
- Client will provide access/links to any public, or private, web sites or operating systems, if needed, to gather complete business requirements
- The Configuration Plan can meet client requirements and can be fully executed within existing product design in all modules
- The Configuration instance will be solely owned by the DSI Implementation team and serves as the primary source for the final delivered product design
- The Validation instance will be sole source used by the client to complete all assigned configuration UAT tasks
- The Training instance will be used solely by members of the client project team to assist in understanding SmartGov functionality. It will contain default data sets and serves as a temporary "sand box" for assigned users.
- The client will designate one person on their project team to serve as the final decision-maker for all system level configuration elements. These are configured settings that are shared across SmartGov modules, and/or are settings common to all departments / divisions / users

- When configuration tasks, or related work effort, requires information to be submitted to the DSI Implementation team in a specific file format or within specified parameters, the client is able to comply with these stated requirements
 - Note: If the client cannot provide information in the DSI standard format, the assigned Project Manager will determine if a formal Change Request or additional contracted SOW is needed to provide assistance in developing or converting the information into the desired format

Module Case / Department Types

SmartGov implementation activities include the set up of case templates in one or more of these modules: Permitting, Licensing, Code Enforcement and Recurring Inspections. These case templates must be used to create records in SmartGov in each module. Your DSI Consultant will provide specific information about the minimum required elements to be configured for the case templates in each module; these required case template elements do vary by module.

Deliverables

Dude Solutions will provide the following task deliverables:

- Case template baseline elements, per the Configuration Plan, to include as needed:
 - Case record reference information
 - Template specific expiration, renewal or interval rules
 - Template specific default submittal list
 - Template specific details (custom attributes) that are required for any of the following: application intake, workflow step completion, inspection completion, fee calculation, or mandatory regulatory reporting
 - Template specific default workflow steps for Admin, Review, and Final work lists
 - Template specific default inspection list
 - Template specific list screens such as Bonds, Fixtures, Valuations, Violations, Citations, Lien, or Items
- Once baseline case template configuration is completed, any expanded configuration beyond baseline must be discussed during Configuration Meetings with the Consultant and approved by the assigned PM. Expanded configuration elements, if approved, may include
 - Non-essential custom attributes
 - Work step dependencies and due dates
 - Step actions and Inspection actions
 - Default Parent-Child case linkages
 - Workflow cycling feature
 - Template specific tab appearance
 - Standard note types and note codes
 - Standard condition types and conditions
 - Standard code references
 - Template specific report links

The client will provide the following resources or task deliverables:

- Specific lists of all types of applications, forms, or other documents that describe all services to be supported by SmartGov at the time of project "Go Live"
 - This list should be inclusive of all in-scope departments
 - This list should conform to requested formatting and scope instructions, as communicated by DSI
- A PDF or Word version of all customer-facing documents (forms, letters, cards, etc.) expected to be generated by SmartGov
- A publicly accessible URL, or electronic copies of reference information, that provide all pertinent state, county or local regulatory information that are known to impact business operations to be supported by SmartGov
- A fully approved version of the template validation workbook
- Approval via email or other written correspondence of any other identified forms, as requested by the Consultant

Assumptions and Constraints

- The scoped number of department templates for this SOW are 58 types. If the number of department types identified during the configuration work effort exceed the number of types scoped for this SOW, the additional types may be introduced into the scope of the project via the DSI CCA process once signed and approved by the DSI Project Manager and the client Project Manager.
- Case template configuration will be completed within existing product design in each module.
- DSI will configure each application or request type in the SmartGov module that best supports the associated workflow. The primary goal of configuration of case templates is to optimize SmartGov capability
 - Note: This assumption means that recommended case template configuration may or may not align with current internal customer naming convention or legacy system design
- The total number of case templates to be configured across all modules will be stated in the Configuration Plan. This total may vary from the initial sales order, where applicable, if approved by the DSI Project Manager
- A complete list of case templates to be configured across all modules will be approved by the client key sponsor, or their delegate, no later than the third Configuration Meeting
- Baseline configuration for case templates identified in the Configuration Plan will be completed before any expanded template configuration work will be done
- Baseline configuration for case templates listed in the Configuration Plan will support the end-to-end work steps that correspond to each default SmartGov Process State in the applicable module.
- If case templates or department types are identified during the configuration work effort, that are not documented in the original Configuration Plan or exceed the number of types scoped for this SOW, the additional templates or types may be introduced into the scope of the project via the DSI CCA process once signed and approved by the DSI Project Manager and the client Project Manager.
- Super Admin training will include how to maintain or update case templates

Financial Setup and Fees Pages

Configuration of GL Accounts and Fee Codes as needed to support financial transactions for any business activity to be supported by SmartGov.

Deliverables

Dude Solutions will provide the following task deliverables:

- A weekly Fee List Report that reflects all configured active fees and their associated GL Accounts
- Configuration of permitting module fee codes necessary to support all configured case templates
- Configuration of Licensing module fee codes necessary to support all configured case templates
- Configuration of Code Enforcement module fee codes necessary to support all configured case templates
- Configuration of Recurring Inspection module fee codes necessary to support all configured case templates
- Configuration of other fee codes required to support routine transaction activity including NSF ("Non-Sufficient Funds") fees, administrative fees, fines, regulated surcharges, convenience fees, and the like
- Configuration of fast track fees, deferred fees, and tax exempt fees within current product design.
- Configuration of the timing during the workflow process that each fee will be assessed and may have payment applied against the fee within current product design
- Configuration elements as needed to support online [SmartGov portal] payments
- Setup and definition of Fees Pages

The client will provide the following resources or task deliverables:

- A copy of all current fee schedules for all in-scope departments and business functions
- A current list of GL Accounts
- The last two monthly or quarterly relative financial reports
- A copy of any other operating document that contains pertinent information regarding any assessed charges, surcharges, potential fines, etc
- Contact information for one or more subject matter experts in the appropriate finance departments. This is to facilitate efficient information gathering from both operating and finance departments / divisions

Assumptions and Constraints

- All fee codes will be configured within existing product design
- A GL Account list approved / authorized by the client's finance department is provided to the DSI Consultant. This GL Account list will be limited to accounts associated to fee codes to be configured in SmartGov
- GL Accounts and Fee Codes will be configured with product design parameters
- All configured fee codes will be derived from documented fee schedules or comparable client documentation provided to the DSI Consultant. Updated fee schedules or related documents that are provided after the initial versions may be incorporated into the final configuration if there is no adverse impact on the project schedule
- Fee codes will be configured to optimize SmartGov capability, and therefore may not be identical to legacy system fees
- Determination of the specific fee codes to be defaulted within each module case template will be determined by the designated client project team member
- Validation of case templates will include validation of fee code functionality
- User security rights will address fee code management within current product capability
- Super Admin training will include instructions for maintenance of GL Accounts and configured fee codes

Portal Configuration Setup

Configuration of required elements to enable in-scope functionality associated with the SmartGov online portal, as stated in the Configuration Plan.

Deliverables

Dude Solutions will provide the following task deliverables:

- A Portal Validation site to demonstrate and test Portal configuration
- Information regarding Portal set up options
- A Portal set up workbook template

The client will provide the following resources or task deliverables:

- A fully completed and approved Portal Set up workbook
- Any written content to be visible in portal that is not configurable
- Resources to test Portal configuration

Assumptions and Constraints

- The client will be responsible for taking steps to integrate the SmartGov portal into existing online sites
- Online payments will not be enabled without also purchasing the Merchant Services connector
- The client will be able to determine the level of online integration with their business processes, within existing product design
- Portal configuration will occur along with configuration of module case templates.
- Validation tasks will include distinct tasks to approve Portal set up
- Portal user security will be defined using existing product functionality
- Super Admin training will include information about options for the client to maintain / update portal configuration

Parcel Connector Setup

The parcel connector is an optional feature that is used to keep the parcel repository in SmartGov up to date. Parcel data that is typically maintained in a county assessor's system is used as the primary reference for modules in the SmartGov application. Parcel profile information, such as Parcel Number, Site Addresses, Current Owner, Legal Description, Section, Township, Range, Quarter, Subdivision, Block, Lot, and Neighborhood, is accommodated in standard data fields. Additional attribute data may also be stored in our custom detail area. Additionally, if the associated latitude and longitude data is available, those coordinates can be added to the parcel record to allow users to geographically locate information on the map.

Deliverables

Dude Solutions will provide the following task deliverables:

- A tested, working parcel connector along with a list of unresolvable errors to be addressed

Assumptions and Constraints

- Parcel Connector required fields supplied

Map (GIS) Connector Setup

The Map (GIS) connector allows for the display and viewing of a geographical map based on parcel data provided in SmartGov. The Map (GIS) connector will display layers on the SmartGov map based on the clients current Geo-database.

Deliverables

- Map layers configured and available for display on the SmartGov map
- Parcel layer registered in SmartGov for use with SmartGov popup
- Ability to turn layers on and off
- Training to configure layers going forward

Assumptions and Constraints

- Client will provide URL to ArcGIS REST Service with layers for SmartGov to consume and display on the map
- Layers are required to be hosted on an ESRI server
- Layers must be available via HTTPS
- Server must have valid security certificate issued by a digital certificate authority (not self-signed)
- Layer formats supported:
 - Map Services
 - Feature Services
 - Tiled Services
 - Web Map Service (WMS)

Financial Connector Setup

The receipt extract for the Financial Connector is a job process that allows SmartGov to export data in electronic file format that can then be imported into an external financial management system ("FMS"). The purpose of receipt extract is to automate the export process and allows users to update their preferred FMS with the selected receipt data generated in SmartGov. The extract is provided in a comma delimited file format that is run as an on-demand job within the SmartGov application. The file format and export settings are fully customizable depending on the needs of the client FMS. These export setting will be defined early on during the planning phase, so all stakeholders have a clear understanding on the type of data that needs to be included in the extract file.

Deliverables

- Financial Reports with summary and detail information processed in the system:
- Receipt detail
- Reconciliation Reports
- Financial reports for daily extract validation

Assumptions and Constraints

- Client will provide Financial Management System ("FMS") data access for extracts
- Client to provide list of data elements for the connector integration
- FMS data will be extracted into a .txt file for SmartGov consumption

- Extract jobs can be scheduled or run manually

Merchant Service Connector Setup

SmartGov's public portal can be configured to interface with 3rd party payment gateways to accept credit card transactions. SmartGov does not store any credit card information or other sensitive information relating to credit card transactions processed via the portal. Most payment gateway providers will transition the user from the SmartGov site to their own secure site in order to complete the transaction before redirecting the user back to SmartGov. This allows the payment gateway provider to maintain the secure information and pass only necessary information, such as a confirmation or transaction reports, to SmartGov.

The first step to implement the connector is for DSI to build the interface between SmartGov and the selected payment provider. If the provider is new, DSI will first need to build the technical backend process to enable electronic transactions to/from SmartGov. Once the initial backend setup is complete, SmartGov can be configured to process payments.

Each payment gateway provider has different sets of specifications that they require to be sent to their system to authenticate payment information. When DSI builds a connector to a payment gateway provider, a new option will become available in the Payment Vendor drop down menu on the Administration Portal Payment Configuration page. If a payment gateway provider does not have a connector to SmartGov, no option will be available in the drop down menu. The payment gateway provider should provide the necessary information to the Jurisdiction in order to complete the setup process. Administrators may be asked to provide additional URLs to SmartGov pages for navigation purposes.

Deliverables

- Configure the Merchant Service connector to process payments for client services and transactions processed in SmartGov
- Configure the 3rd party payment gateway to accept credit card transactions

Assumptions and Constraints

- SmartGov does not store any credit card information or other sensitive information relating to credit card transactions processed via the portal
- Merchant Services Gateway Payment Provider Partners include:
 - ACI Universal (Official Payments) – Integrated Level 1 Payment Process - Postback v2.4
 - Authorize.NET Service Integration method (SIM)
 - BridgePay
 - ETS Corporation – Hosted E-Com Payment Page Service v1.50<
 - First Data Global Gateway Connect v1.3
 - First Data Global Gateway E4
 - FISGlobal – PayDirect Web
 - GovPay
 - PACE Technology Engine
 - PayPal – Pay Flow Pro
 - Point & Pay – Parameter Passing v3.0
 - PayGov
 - Paymentus

- Reliant Pay
- TransFirst
- US Bank – E-Payment Service v12.1 (Elavon)
- Wells Fargo
- XpressBillPay

Digital Markup Tool Setup

Configuration to support electronic plan review utilizing Bluebeam Prime Studio.

Deliverables

- Enable the Bluebeam connector
- Configure selected permit types to allow electronic plan review
- Configure specified submittal requirements for the electronic plan review process
- Instruction on the configuration and use of the Bluebeam integration

Assumptions and Constraints

- Electronic plan review is only available in the Permitting module
- Only .PDF files are eligible for electronic plan review
- Training in the use of Bluebeam software will not be included
- Client is responsible for purchasing the necessary Bluebeam components as outlined below:
 1. A subscription to BlueBeam Studio Prime and;
 2. BlueBeam ReVu client software for each user. The following editions of the most current Bluebeam version are supported:
 - Standard
 - eXtreme
 - CAD

Laserfiche Setup

The Laserfiche connector provide an interface with the jurisdiction's document repository. SmartGov uses the Laserfiche CMIS compliant APIs to store copies of documents uploaded as attachments to SmartGov notes. Based on configuration SmartGov can also create notes and added references to documents loaded into their Laserfiche repository. This connector replaces the use of Amazon S3 as the storage location for documents.

Deliverables

- Implementation team will activate the external connector to Laserfiche to allow configuration
- Configuration instructions – Implementation engineer can assist
- Scripts to load basic templates into jurisdictions Laserfiche system
- Scripts to load field mappings into SmartGov system for basic templates

Assumptions and Constraints

- At least the Default template must be loaded and configured
- Server must have valid security certificate
- Customer must have subscription with Laserfiche for an in cloud or on premise installation of Laserfiche and client responsible for acquiring the subscription
- To configure Laserfiche in SmartGov the client must have:
 - CMIS Gateway must be installed and publicly available
 - Repository ID
 - Folder ID where documents from SmartGov will be stored
 - Username and password

Data Migration

Data Migration can be a complex process and demands that solid requirements are well defined in order to prepare for the data migration process. Many clients start out with "we want everything" migrated to SmartGov. However, experience has shown that once the requirements of data to be utilized in SmartGov have been reviewed, this often reduces the need for all information in legacy systems. Dude Solutions will help the client determine the real needs for data to be migrated from the legacy system to SmartGov. Decisions will be made jointly via a thorough analysis of the legacy system data and how or if the legacy data should be targeted to be migrated to SmartGov.

The consulting team will ask a series of questions, such as:

- What is the reason you want to migrate your data?
- What are your public data request requirements?
- What is the required retention period?
- What elements are required to meet the need? Once determined, this can expand or lessen the scope to include or eliminate other data points that need to be tracked moving forward
- Are legacy systems still available to extract data from?
- Do you need to report on this data?
- Do you need to be able to search for this data? What is the Search criteria? These questions will help us determine where to store data within SmartGov

The data migration process will include the following steps:

1. Define requirements
2. Map data elements
3. Extract data
4. Transform data
5. Load data
6. Perform data validation with client

7. Resolve data issues
8. Validate resolution
9. Obtain fresh copy of data
10. Add migrated data to configuration
11. Validate data and system configuration
12. Perform end to end testing
13. Perform final data migration
14. Move to Production/Training environments
15. Migration sign-off

Deliverables

- Dataset assessment and set priorities with client
- Evaluate data quality
- Work with client to cleanse data prior to extract
- Map data elements
- Determine migration pre-requisites and sequencing
- Define migration approach based on requirements definition
- Create and execute validation checklists

Assumptions and Constraints

- Client will provide information related to:
 - Data Source
 - Database/Source Type (SQL Server, Access, Oracle, etc...)
 - Type of Data (tabular, documents, permits, financial, etc...)
 - Active data usage
 - Point of Contact who know the data structure and content usage
 - Provide data validation and testing resources

Standard Reports (70 Reports Included)

DSI will provide the client reports (reports and output documents) that includes 70 standard reports. Normal modifications to these reports to entail updating client specific information and logos not related to data output.

- Custom Reports: SmartGov comes with 70 standard reports and output documents. Using tools in SmartGov, client staff can add the client's logo and modify header and footer information.

Deliverables

- 70 standard reports
- Edits will be made to add client specific logo and information i.e. company name, address, phone

Assumption and Constraints

- Modification to standard reports will be related to Client branding and logos

Post Go-Live Support

DSI will provide the client with "Post Go-Live Support" which includes additional training, configuration support, reporting assistance, transaction based support, and work with the client on basic production related issues or questions for utilizing the system.

Deliverables

Provide production related post go-live support for 30 days after go-live date.

Assumptions and Constraints

- System configuration and all implementation tasks have been completed and client is using the SmartGov system in production

User Acceptance Testing "UAT"

DSI will work with the client to conduct User Acceptance Testing ("UAT") upon the completion of configuration and development tasks to confirm SmartGov functionality using the client's UAT Test scripts, developed by the client. The client will execute their test scripts and communicate the results of the test scenario as either pass or fail. DSI will review the UAT test log for issues and will assign these issues to the appropriate resource for resolution. DSI will have up to ten (10) days to correct any functional item that fails a test, or provide a mutually acceptable written explanation of when the failed item will be corrected. In the event a bug is identified, the bug issue will be assigned to the DSI Engineering Team for assessment. DSI Engineering will then provide an estimated time frame for resolution. The client has the right to conduct additional UAT Testing for items within project scope.

Deliverables**DSI will provide the following task deliverables**

- SmartGov Validation environment ready for system User Acceptance Testing
- Review any discrepancies found by the client during UAT Testing
- Correct any functional item that fails a test within 10 days, or provide a mutually acceptable written explanation of when DSI will correct the failed item
- Identified software bugs will be addressed by DSI Engineering for assessment. DSI Engineering will then provide an estimated time frame for resolution

- Provide tools for documenting UAT test scripts in the UAT testing Plan and issue tracking log as needed, client may use their own UAT Testing Plan document if available

The client will provide the following resources or task deliverables

- Create a User Acceptance Test Plan with scenario based test scripts to include end-to-end system and client business process functionality, system workflow, system configuration, data migration, interfaces, reports, etc
- Execute UAT Testing Plan
- Track and document test results
- Written acceptance of System User Acceptance Testing complete via the DSI Deliverable Acceptance Form

Assumptions and Constraints

- The client will develop a UAT Test Plan
- The client will provide resources for User Acceptance Testing throughout the process
- The client will track and document test results in a mutually agreed format
- DSI will provide resources to address discrepancies

Upon successful completion of UAT Testing, Client will sign a DSI Deliverable Acceptance form, provided by the DSI Project Manager, to document their acceptance of UAT Testing and acknowledgement that UAT Testing has been completed successfully

Project Management / Engagement Management

The Project Manager's primary goal is to deliver the project within defined constraints through planning, scheduling, and controlling those activities required to achieve the project's objectives and meet customer expectations. The Project Manager strives to deliver on schedule, within budget, within scope, and at the desired performance level.

DSI assigns a professional Project Manager and/or a professional Engagement Manager for every consulting engagement. DSI's Project Management Office ("PMO") and Project Management Methodology provides Project Managers with a formal framework that is used in initiating, planning, managing (executing, monitoring, and controlling), and closing DSI's customer projects. DSI's Project Manager will have the primary responsibility for coordinating all activities for this SOW including scheduling resources, confirming project activities and that all project deliverable and defined activities are executed within the scope of this SOW. DSI's Project Manager will serve as the single point of contact for the project related to this SOW.

DSI's Project Management Methodology provides a defined set of phases and deliverables per Project Management Institute Best Practices which include a series of planning phase activities, including initial alignment meetings to prepare for the kickoff meeting to enable all project participants to understand the project scope, project plan, and objectives. The project kickoff meeting will allow all participants to be introduced, review and understand the delivery methodology, define team roles and responsibilities, review the communications and risk management plans, review documentation templates, review the SOW and project schedule. The Executing phase allows DSI Project Managers to direct and manage project progress through task execution, distribute project related information per the Communications plan, Quality Assurance per the SOW guidelines, project team development and coaching, and checkpoint meetings to review project progress during

each work week, and weekly status meetings. The Monitoring and Controlling phase provides the DSI PM with the toolset to manage the triple constraint triangle of scope, cost, and schedule through integrated change control, quality assurance, deliverable validation, risk monitoring and control, performance monitoring to plan and schedule, and initiating corrective action measures. In the Closing phase, the Project Manager will verify product and deliverable acceptance, perform final financial audits, lessons learned, project archive delivery and updates, and formal project completion acceptance from the customer.

Project Management activities include:

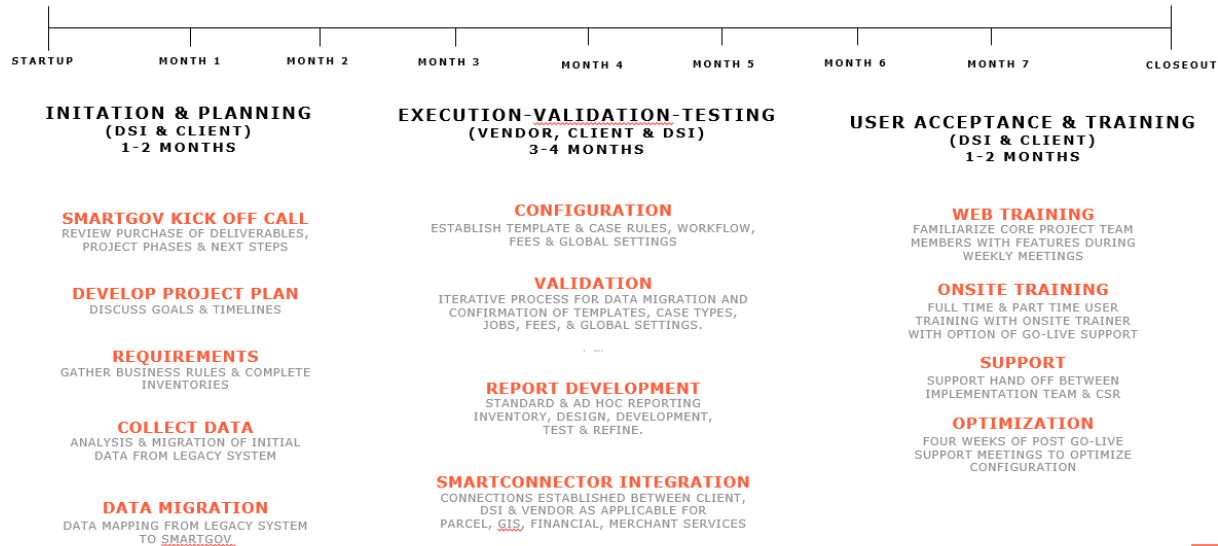
- Project planning and kickoff meetings
- Project schedule developed per SOW tasks, deliverables, and resource assignments
- Status reporting and status meeting
- Continuously communicating, planning, and scheduling updates
- Schedule and budget monitoring, and scope management
- Risk Management planning to continuously identify, analyze, and mitigate risks
- Action Item and decision tracking, as well as resolving and escalating issues
- Quality Control
- Change control management
- DSI project resource management
- Work product completion and deliverable acceptance management
- Project Completion Acceptance execution

Project Timeline

DSI anticipates commencing this project on a mutually agreeable start date upon receipt of an executed SOW acceptance page ("Acceptance") found at the conclusion of this document. Within two weeks of the Orientation Call, the DSI Project Manager will schedule a mutually agreeable date and time for the project kick-off meeting. As a deliverable of the kick-off meeting, the DSI Project Manager will develop a project schedule to be shared with the clients' project manager for review and agreement. As a deliverable of the kick-off meeting, the DSI Project Manager will develop a project schedule to be shared with the clients' project manager for review and agreement.

The following generic process will be followed for the implementation of this project. Below is a depiction of the generic process the DSI Project Manager/Engagement Manager will follow for the implementation, DSI reserves the right to modify this process to reflect the scope of this project.

SMARTGOV High Level Process



Professional Services Invoicing / Billing

Invoicing Terms

DSI will generate project invoices when the above product codes are completed for the value of the product code as shown in the Investment table.

Travel Expenses

Travel expenses are inclusive in Dude Solutions pricing for your project.

DSI understands there are extenuating circumstances that require a change in scheduling. DSI will make every attempt to accommodate cancellation/rescheduling requests on an as-needed basis. Rescheduling requests will be subject to resource availability and every attempt will be made to meet requested timeframes and timelines, however, no guarantee can be made for requested dates or times. Client accepts that DSI will reschedule based upon our resources' next availability that meets the project duration requirement to complete the scope of work.

Cancellation Policy

Cancellation and Rescheduling requests will be managed per the below policy:

Cancellation/Rescheduling Fees: In the event that the Client requests to reschedule their onsite work date(s), Client must reschedule 14 days in advance of the scheduled onsite work. Any requests for rescheduling onsite work within the 14-day window prior to the scheduled onsite date, will require the Client to reimburse DSI the full cost of any **Cancellation Fees** and **Re-booking Fees** incurred.

Definitions:

- **Cancellation Fees:** Any actual fees incurred by DSI from its travel providers which are the result of the Client canceling work for scheduled date(s) which are not immediately rescheduled, including, but not limited to fees charged for airfare, train, rental car, and hotel.
- **Re-booking Fees:** Any change fees associated with changing travel arrangements to accommodate a rescheduled date requested by Client including, but not limited to, any difference in reasonable travel costs (airfare increase, hotel increase, rental car increase) incurred when re-booking for requested dates.
- **Force Majeure:** Client will not be held liable for Cancellation or Re-booking Fees incurred by DSI as a result of an act of God, such as an earthquake, hurricane, tornado, flooding, winter super storm, winter weather that shuts down a facility, or other natural disaster, or in the case of war, action of foreign enemies, terrorist activities, labor dispute or strike, government sanction, blockage, embargo, or failure of electrical service within a facility's power grid.

DSI Project Team Roles and Responsibilities

The roles listed below comprise the DSI team supporting this project. The team brings a wealth of experience and knowledge that will provide you with the highest caliber of expertise, thought leadership, and project management. *Due to the size and scope of the project, one person may play multiple roles, to be determined by DSI as appropriate.*

- **Senior Implementation Consultant:** The Senior Technical Consultant ("STC") will develop and deploy the solution and ensure that it meets the business requirements for the project. The STC's goal is to deliver a responsive system that complies with the functional specification. The STC defines, designs, and implements the features or products that meet the client's functional expectations.
- **Implementation Consultant:** The Implementation Consultants ("IS") primary role is to provide project implementation support by setting up a client's account, performing system configuration as defined in the scope of the project, creating/modifying templates as defined in the scope of the project, and creating or modifying standard or custom reports as defined in the scope of the project or requirements discovered during requirements gathering sessions.
- **Project Manager / Engagement Manager:** The Project Manager's ("Project Manager" or "PM") / Engagement Manager's ("Engagement Manager" or "EM") primary role is to deliver the project within the project's defined constraints through planning, scheduling, monitoring progress, controlling scope, and managing client expectations. The PM/EM manages the process to release the correct product on schedule and within budget.

Project Assumptions and Constraints

DSI has made the following general assumptions in this SOW to derive the estimated cost for this project. It is the responsibility of City Of Port Orange to validate these assumptions and responsibilities before signing the Acceptance. Deviations from these assumptions may impact DSI's ability to successfully complete the project and will be addressed via a CCA process, as appropriate. Any changes in scope, schedule, or costs will be documented via the CCA process, whether there is a cost impact or not. Zero dollar CCA's will be used as mutual agreement documentation for scope and schedule changes.

Project Assumptions

- Client business stakeholders must be available for onsite visits and working phone conversations.
- DSI resources will be onsite as planned and scheduled.
- Prerequisite data gathering, related to an orientation call or requirements gathering session onsite, must be completed prior to scheduled onsite or orientation call date in order to maximize onsite consulting time and resource productivity.
- DSI is not responsible for delays caused by missing data or other configuration information that is required to be available prior to the onsite visit. Having the requested data and configuration information available prior to the onsite visit may minimize delays so progress can be made quickly.
- Regarding requested enhancements or new feature development, the request will be fully documented and delivered to the DSI software engineering team for review for product inclusion, definition, development, prioritization, and sprint release development and confirmation.

General, Administrative, and Cost

- DSI must be in receipt of this SOW, signed by an authorized Client representative, prior to initiation of services including orientation calls or onsite visits.
- As applicable, designated deliverables must be approved in writing using the *DSI Deliverable Acceptance form*.
- Upon satisfactory completion of project, Client must provide project sign-off using the *DSI Project Completion Acceptance form*.
- DSI is not responsible for delays caused by Client, its contractors, or any third party vendors or third party service providers.
- All project documentation will be prepared in DSI standard format in Microsoft Word, Excel, PowerPoint, Project, Visio, and/or PDF.
- This document could include technical inaccuracies and/or typographical errors.

- **Any request** by City Of Port Orange to modify the scope of work, schedule, or costs will require preparation of a CCA form detailing the work to be performed, as well as the associated costs. Additional work will be performed only after both parties have duly executed the CCA. Scope of work changes will impact the project schedule which will be updated to reflect such changes upon CCA approval.
- All on-site work will be conducted at Client's physical location. As required, appropriate Client personnel will be made available either at that location or via alternate means (e.g., conference call) for in-person meetings, tours, and ad-hoc meetings with appropriate personnel for additional fact finding, data gathering, and reiteration demos.

Client's Support

- Client will provide the needed input, resources, and documentation to support the tasks contained herein.
- Client will assign a project manager/leader to coordinate activities, reviews, and the collection of information in support of this project and to act as a point of contact.
- Client team members will be identified and be part of the decision-making process as it relates to changes in process, applications, technology, etc.
- Client will provide assistance in the development of functional requirements and will confirm those requirements meet the project's overall business objective.
- Client business and technical staff must be available for team workshops, requirements gathering, data gathering, and/or consulting sessions.
- Client will be responsible for scheduling and coordinating all meetings and interviews involving other teams, departments, jurisdictions, management teams, or other necessary resources required for the success of this project.
- Client will provide access to resources in a manner consistent with the proposed schedule and provide suitable designees in the absence of required resources.
- Client will provide adequate working facilities (i.e., desk, computer, telephone, contractor identification, access badge, parking pass, etc.) for DSI to perform any portion of this project that must be conducted at Client's facility and access to all applicable software, databases, tools, and systems at their facilities.
- Client will ensure that the consultant(s) are granted access to the facilities and/or systems required to conduct the necessary work defined in this SOW.
- Client will provide a knowledgeable Escort for data gathering, requirements gathering, tours, and access to restricted personnel as necessary.
- A minimum of 24-hour notice if all minimum required members for any scheduled meeting cannot attend the meeting. This will allow the meeting coordinator sufficient time to cancel or re-schedule the meeting.

- Advance notice if there is to be any additional incurred travel expenses above and beyond the contract. DSI will confirm approval of all travel dates and expenses in email from the appropriate project sponsors prior to being on site.

Client Engagement Responsibilities

The below table demonstrates the anticipated client engagement responsibilities and level of effort involvement to ensure the success of the project.

Role	Time (% FTE)	Responsibilities
Implementation Project Lead	30-40%	• Serve as primary Person of Contact • Work with Dude PM to plan and schedule client resources • Manage the scope of the paid services in SOW • Coordinate Client staff assignments • Manage Client activities to meet schedule commitments • Mitigate all implementation risks • Define requirement/layouts of reports purchased • Identify requirements for any connectors purchased • Sign-off on completion of all implementation services delivered
Subject Matter Experts (Multiple)	40-60%	• Attend Implementation/configuration meetings • Define and provide input into configuration • Attend User Acceptance and validation Training • Validate data and configuration • Develop UAT Test Scripts
IT Lead	5-10%	• Manage infrastructure changes to support SmartGov • Provide the data to be migrated from systems • Mitigate any technical issues • Coordinate technical assignments required to implement • SMARTConnectors, including GIS and parcel data

Data Validator / UAT Testing	20-30%	• Validate all data migrated • Comprehend the data in the prior system and how it translates to Community Development • Verify the data that was validated • Participate in UAT Testing, execute test scripts and provide feedback
System Administrator	10-15%	• Manage SmartGov Configuration • Create user accounts • Handle user access/privileges • Reset passwords • Supervise organization information changes • Regulate system values • Customize attributes • Generate ad hoc reports • Support internal usage of SmartGov
Training Coordinator	10%	• Manage data within SmartGov, specifically: • Accreditations • Task lists • Training Tracks • Assessments • Training Items • Training Location (conference room, off-site, etc.)
User	Case-by-Case	• Participate in SmartGov training • Participate in UAT Testing, execute Test Scripts

Change Control Authorization Process

In order to maintain a positive relationship with our clients and to complete all services and deliverables of a project on a timely basis, all facets of the project must be agreed upon, and any changes to the project must be requested and evaluated for impacts. Change control is an essential mechanism to monitor and document all project changes and deviations from the original scope and objectives of the project. All project changes must be requested via the project CCA process. The basic steps for a change are:

- The client team or DSI team discovers a need to change the project.
- The authorized client project manager or DSI Project Manager is notified and a CCA is initiated.

- The written project change request is reviewed by all necessary parties and either accepted or rejected.
- If rejected, the change request is maintained in the project file for reference purposes.
- If the written change request is accepted, then:
 - All necessary signatures are recorded on the change request
 - All affected documentation is revised to reflect the change(s)
 - Any adjustments to schedule, scope, and/or cost are made to the overall project plan
 - Signatures are required for all change requests
- Copies of the official approved and signed CCA are forwarded to the customer project manager and DSI Project Manager for the documentation archive. DSI will forward a copy to the Project Accounting Team in the office to update the project information and budget (if necessary).

Change Control Authorizations Process Steps

Step	Type	Description
1	Request	A request is made for a change to the agreed upon scope baseline. The request may be internally or externally generated, must be formally written and communicated to the project manager, and may have been prompted by any number of reasons or events.
2	Evaluate	The project manager facilitates an evaluation to confirm that the requested change is in fact a change to the agreed upon scope baseline. If so, the project manager implements the request as described below.
3	Assess	If the request is in fact a change to the scope baseline, the project manager assesses the impact on project schedule, budget and work products, using a similar approach as the original project planning process, utilizing team member expertise as needed.
4	Document	The project manager documents the project impact and other critical information in a CCA form. A summary of the change is recorded in a change order log. This log is required, and is a very useful tracking tool, and is included in the project status report.
5	Decide	The change order is presented to the project's governing authority, typically a steering committee, stakeholder's, or equivalent. In some cases, the project may have a separate change management board to process change requests. The governing authority decides whether or not to implement the change, and obtains approval for any needed additional resources (if it does not itself have the authority to authorize resource changes).

6	Incorporate	The project manager incorporates changes into the project's scope baseline in the form of such artifacts as contracts, statements of work, project plans, requirements and design documents per the approved CCA document.
7	Implement	The project team implements the changes.

Proposal terms

- Proposal has been prepared for City Of Port Orange ("Subscriber")
- Proposal expires in sixty (60) days
- Initial Term: 11 months

Order Form terms

- This Order Form and its Services are governed by the terms of the Dude Solutions, Inc. Subscription Agreement found at <https://www.dudesolutions.com/terms> (<https://www.dudesolutions.com/terms>) ("Terms"), unless Subscriber has a separate written agreement executed by Dude Solutions, Inc. ("DSI") for the Services, in which case the separate written agreement will govern. Acceptance is expressly limited to these Terms. Any additional or different terms proposed by Subscriber (including, without limitation, any terms contained in any Subscriber purchase order) are objected to and rejected and will be deemed a material alteration hereof.
- Acceptance of this Order Form on behalf of a company or legal entity represents that you have authority to bind such entity and its affiliates to the order, terms and conditions herein. If you do not have such authority, or you do not agree with the Terms set forth herein, you must not accept this Order Form and may not use the Service.
- The Effective Date of the Agreement between Subscriber and DSI is the date Subscriber accepts this Order Form.

Additional information

- DSI fees do not include any taxes, levies, duties, or similar government assessments for which Subscriber may be responsible. Tax exemption certifications can be sent to accountsreceivable@dudesolutions.com (<mailto:accountsreceivable@dudesolutions.com>).
- Billing frequency other than annual is subject to additional processing fees.
- Please reference Q-198274 on any applicable purchase order; address purchase order to: Dude Solutions, 11000 Regency Parkway, Suite 110, Cary, NC 27518
- Dude Solutions, Inc. maintains the necessary liability coverage for its products and professional services. Proof of insurance can be provided upon request.



Signature

Presented to:

Q-198274

November 23, 2020, 4:54:46 PM

Accepted by:

Printed Name

Signed Name

Title

Date





Facilities Management Software
Executive Summary

Lead Agency: Region 4 Education Service Center

Solicitation: 16-18

RFP Issued: October 12, 2016

Pre-Proposal Date: None

Response Due Date: November 15, 2016

Proposals Received: 2

Awarded to: Dude Solutions, Inc.

The Region 4 Education Service Center issued RFP 16-18 on October 12, 2016, to establish a national cooperative contract for Facilities Management Software Solutions.

The solicitation included cooperative purchasing language in the RFP: Section A. Introduction, Section I

Background on Region 4 Education Service Center

Region 4 Education Service Center ("Region 4 ESC" herein "Lead Public Agency") on behalf of itself and all state, local governments, school districts, and higher education institutions in the United States of America, and other governmental agencies and non-profit organizations (herein "Participating Agencies") solicits proposal from qualified Offerors to enter into a Vendor Contract ("Contract") for the goods or services solicited in this proposal.

Contracts are approved and awarded by a single governmental entity, Region 4 ESC, and are only available for use and benefit of all entities complying with state procurement laws and regulations (public and private schools, colleges and universities, cities, counties, non-profits, and all governmental entities). These types of contracts are commonly referred to as being "piggybackable."

Region 4 ESC's purchasing cooperative was established in 1997 as a means to increase their economic and operational efficiency. The purchasing cooperative has since evolved into a National Cooperative used to assist other government and public entities increase their economical and operational efficiency when procuring goods and services.

Notice of the solicitation was sent to potential offerors, as well as advertised in the following:

- Region 4 website
- National IPA website
- USA Today, nationwide
- Arizona Business Gazette, AZ
- San Bernardino Sun, CA
- Honolulu Star-Advertiser, HI
- The Advocate – New Orleans, LA
- New Jersey Herald, NJ
- Times Union, NY
- Daily Journal of Commerce, OR

- The State, SC
- Houston Community Newspapers, Cy Creek Mirror, TX
- Deseret News, UT
- Richmond Times, VA
- Seattle Daily Journal of Commerce, WA
- Helena Independent Record, MT

On November 15, 2016 proposals were received from the following offerors:

- Accruent LLC
- Dude Solutions, Inc.

The proposals were evaluated by an evaluation committee. Using the evaluation criteria established in the RFP, the committee elected to recommend an award to Dude Solutions who submitted competitive pricing and product ranges.

The Board of Directors of Region 4 Education Service Center executed the agreement with a contract effective date of April 1, 2017.

Contract not available in the following states:

- | | | |
|---------------|-----------------|----------------|
| • Arizona | • Massachusetts | • North Dakota |
| • California | • Michigan | • Ohio |
| • Colorado | • Missouri | • Oregon |
| • Connecticut | • Montana | • Pennsylvania |
| • Indiana | • Nebraska | • Virginia |
| • Iowa | • New Jersey | • Washington |
| • Kansas | • New Mexico | • Wisconsin |
| • Kentucky | • New Jersey | • Wyoming |

Contract includes two (2) unique platforms to serve the public sector:

- SchoolDude - Aimed at helping educational institutions improve the way they manage, maintain and invest in their facilities enhancing the platform and added critical functionality – such as IT asset management, energy management, inventory management and solutions that help communities better utilize school property for off-hours use.
- FacilityDude - A robust suite aimed at delivering the same efficiencies to local governments, clubs and associations, manufacturers.

Both platforms offer:

- Maintenance Solutions - work order, inventory, alarm and capital forecasting management.
- Technology Solutions - help desk, it asset and mobile device management
- Event Management – facility scheduling, system automation

Term:

Initial three (3) year agreement from April 1, 2017 through March 31, 2020 with the option to renew for two (2) additional one-year periods through March 31, 2022.

Pricing/Discount:

Pricing varies per platform and facility type and is based on square footage, participants' number of sites, maintenance staff, requestors, and number of students.

National IPA Web Landing Pages:

<http://www.nationalipa.org/Vendors/Pages/DudeSolutions.aspx>

PREPARED FOR

City Of Port Orange ("Subscriber")

Melanie Schmotzer
Development Review Technician
1000 City Center Circle
Port Orange, FL 32129

PREPARED BY

Dude Solutions
11000 Regency Parkway, Suite 400
Cary, NC 27518

PUBLISHED ON

January 31, 2022

Q-272881

This SOW has been defined to leverage DSI's experience, while optimizing the use of resources, thereby maximizing cost efficiencies on behalf of Client.

Based on our current understanding of the complexity and scope of this effort and the expected involvement of the DSI team resources, the current estimated Fixed Price for this engagement is shown in the Investment table. This estimated cost breakdown is as follows:

Professional Services		
Item	Pricing Based On	Investment
Project Management	One-Time	1,995.00 USD
Workflow template customization (package of 10)	4 Package(s)	13,300.00 USD
		Subtotal: 15,295.00 USD
Total Initial Investment		15,295.00 USD

Omnia contract number R161802

The above level of effort and associated pricing is based on the SMARTGOV package selected by City Of Port Orange and is subject to change based on defined client requirements that may be discovered during project delivery. Any identified project scope or requirements changes will be addressed via DSI Change Control Authorization ("CCA") process.

Introduction

Dude Solutions, Inc. ("DSI") is pleased to submit this Statement of Work ("SOW") to City Of Port Orange for SmartGov Professional Services. SmartGov streamlines permitting, planning/zoning, Inspections, code enforcement, and business licensing, providing efficiency for your jurisdiction and enhanced customer service for your citizens. The package City Of Port Orange has chosen for implementation of SmartGov will be implemented using proven processes and methodologies managed by an experienced project manager dedicated to delivering a successful project.

DSI looks forward to the opportunity to deliver these services and the ever-lasting development of a strong business partnership.

Workflow Template Customization

CD-WT10 Dude will add up to 40 custom process templates across all modules (Permits/Licensing/Code Enforcement/Recurring Inspections) until your product readiness date or 12 months after purchase whichever comes first.

Change Control Authorization Process

Any changes to the defined scope will require a signed Change Order by the client. This Change Order will outline the additional work required and costs associated with the change. It will also include estimated changes to your launch schedule that must also be approved.

Order Form terms

- By accepting this Order Form, and notwithstanding anything to the contrary in any other purchasing agreement, Subscriber agrees to pay all relevant Fees for the full Services Term defined above.
- The "Effective Date" of the Agreement between Subscriber and DSI is the date Subscriber accepts this Order Form.
- This Order Form and its Services are governed by the terms of the Dude Solutions, Inc. Master Subscription Agreement found at <https://www.dudesolutions.com/terms> (<https://www.dudesolutions.com/terms>) ("Terms"), unless Subscriber has a separate written agreement executed by Dude Solutions, Inc. ("DSI") for the Services, in which case the separate written agreement will govern. Acceptance is expressly limited to these Terms. Any additional or different terms proposed by Subscriber (including, without limitation, any terms contained in any Subscriber purchase order) are objected to and rejected and will be deemed a material alteration hereof.
- To the extent professional services are included in the Professional Services section of this Order Form, the Professional Services Addendum found at <https://www.dudesolutions.com/terms> (<https://www.dudesolutions.com/terms>) is expressly incorporated into the Terms by reference.
- During the Term, DSI shall, as part of Subscriber's Subscription Fees, provide telephone and email support ("Support Services") during the hours of 8:00 AM and 6:00 PM EST, Monday through Friday, excluding New Year's Day, Memorial Day, Independence Day, Labor Day, Thanksgiving Day, day after Thanksgiving, Christmas Eve and Christmas Day ("Business Hours"), except Community Development Services, where Business Hours means 5:00 AM – 5:00 PM PST.
- Acceptance of this Order Form on behalf of a company or legal entity represents that you have authority to bind such entity and its affiliates to the order, terms and conditions herein. If you do not have such authority, or you do not agree with the Terms set forth herein, you must not accept this Order Form and may not use the Service.
- Proposal expires in sixty (60) days

Additional information

- Prices shown above do not include any taxes that may apply. Any such taxes are the responsibility of Subscriber. This is not an invoice. For customers based in the United States, any applicable taxes will be determined based on the laws and regulations of the taxing authority(ies) governing the "Ship To" location provided by Subscriber. Tax exemption certifications can be sent to accountsreceivable@dudesolutions.com (<mailto:accountsreceivable@dudesolutions.com>).
- Billing frequency other than annual is subject to additional processing fees.
- Please reference Q-272881 on any applicable purchase order and email to accountsreceivable@dudesolutions.com (<mailto:accountsreceivable@dudesolutions.com>)
- Dude Solutions, Inc. maintains the necessary liability coverage for its products and professional services. Proof of insurance can be provided upon request.



Signature

Presented to:

Q-272881

January 26, 2022, 2:17:01 PM

Accepted by:

Printed Name

Signed Name

Title

Date





October 30, 2019

Melissa Buchanan
Contract Manager
Dude Solutions, Inc.
11000 Regency Pkwy., Ste. 110
Cary, NC 27518
melissa.buchanan@dudesolutions.com

Re: Renewal Award of Contract #R161802

Dear Ms. Buchanan:

Per official action taken by the Board of Directors of Education Service Center, Region 4 on October 22, 2019, Region 4 ESC is pleased to announce that Dude Solutions, Inc. has been awarded an annual contract renewal for the following, based on the sealed proposal submitted to Region 4 on November 15, 2016, and subsequent performance thereafter:

Contract

Facilities Management Software and Solutions

The contract will expire on March 31, 2021, completing the fourth year of a five-year term contract. The contract is available through OMNIA Partners, Public Sector. Your designated OMNIA Partners, Public Sector contact is Deborah Bushnell, at (713) 554-7348 or deborah.bushnell@omniapartners.com.

The partnership between Dude Solutions, Inc., Region 4 and OMNIA Partners, Public Sector can be of great help to participating agencies. Please provide copies of this letter to your sales representative(s) to assist in their daily course of business.

Sincerely,

DocuSigned by:

0B1D33BB0130490...

Robert Zingelmann
Chief Financial Officer, Finance and Operations Services



CITY COUNCIL AGENDA ITEM

REQUESTED COUNCIL MEETING DATE 10/27/2020

Consent item: No

SUBJECT: (5) Status on the City's new software solution for building and development permits and inspection services.

DEPARTMENT: Community Development

GOAL:

RECOMMENDED MOTION:

SUMMARY: Staff will be presenting a general overview on the new software solution that will be implemented in 2021 that will provide an on-line and paperless permitting, inspection, permit history retention, land management, and code enforcement solution for the City of Port Orange. Our current legacy software, Naviline, is over 2 decades old and doesn't meet the needs of the City's residents and customers. The new software solution will allow the following processes or services to be improved or implemented:

- Improve efficiency in the submittal and review of building permits and other development applications.
- Improve and expand options for paying and receiving approved building and development permits.
- Improve the scheduling of building permit inspections and real time access to the inspection results.
- Move away from paper-based submittals of building and development permits and toward the submittal of building and development permits electronically.
- Reduce phone calls from customers as more information on their permit will be available on-line.
- Improve capabilities and monitor in real-time permit intake, type, review time, etc. and develop custom reports; and
- Integrate as needed with other applications and capable of cross-platform with other City software solutions.

The new software solution will eliminate cumbersome and inefficient work methods and radically transform the business process into a modern, more efficient experience for both the City's regulatory agencies (SDRC, building, code enforcement, and land development) and external users. The new software solution is anticipated to change how our citizens and business users interact with the City, resulting in a more effective and shorter land process for our citizens and business stake holders.

Staff is also in the early process of developing a campaign to keep residents and contractors aware of pending improvement and changes to the permitting process and inspection service along with developing training materials (videos, workshops/training, job aids, social media posts, etc.) for internal staff, residents, and contractor customers

on use of the new software solution.

Similar to the implementation of Workday, staff will provide updates to Council throughout the implementation of the new software at workshops, Council meetings, and the City Manager's weekly report.

Project No.: Funding Account No.:

Presenter:

ATTACHMENTS:

Tim Burman	Created/Initiated - 10/22/2020
Tim Burman	Approved - 10/22/2020
Jamie Miller	Approved - 10/22/2020
Robin Fenwick	Final Approval - 10/22/2020

Community Development Permitting Software Solution

OCTOBER 27, 2020

Current Software Solution (Naviline)

- Legacy system that is not user friendly for customers or staff
- Paper-based review and records management
- Lacks visibility throughout the review & inspection process for builders, developers, and residents
- Require in-person visits or phone calls to the office to submit most permits and get information on submitted permits or projects
- Require permit information and inspection requests to be entered into system by staff manually
- Lacks ability to run reports that provide data in a timely manner
- Require notification from staff through email or phone call
- Require payments be made in person or over the phone
- Does not integrate with GIS
- Leads to incomplete application submittals
- Does not provide integration between departments (Code → Building)

New Software Solution

The new software solution will improve turnaround times for applications, plan reviews, approvals, and building inspections and allow for better oversight of these processes to identify problems quicker

- Eliminate/reduce paper submittal
- Provides customers the ability to track their permit through the online portal during the review process
- Provides customers the ability to schedule inspections and look up the results off-site
- Reduce phone calls and office visits from customers to inquire about a permit, inspection results, past permit history, submit a revision, etc. as more of these tasks will be available online
- Removes redundancy from the permit processing and reduces days in review time due to data entry
- Ability to run reports to track review times, identify trends, respond to inquiries, etc.
- Provide automatic notifications to customers with completion of certain steps in the permit review and inspection process
- Online payments
- Integrates with GIS
- Simplifies the scheduling of building inspections for staff
- Improves code case entry in the field
- Establishes reminders for staff related to permit reviews, inspections, code case reinspection, etc.

New Software Solution Users

1. Building Permits, Special Events, and Tree Removal Permits

- Residential and Commercial single permits and new Residential and Commercial Permits
- Staff from Fire, Community Development, Public Works, Public Utilities, and Customer Service

2. Building Permit Inspections

- Staff from Fire and Community Development

3. Code Enforcement

- Staff from Code Enforcement and Community Development

4. Business Tax

- Renewal of a BT and new request for a homebased or commercial BT
- Staff from Fire, Public Utilities, and Community Development

5. Staff Development Review Committee

- Site plans, Subdivisions, Variances, Rezoning, Future Land Use Amendments, Conditional Uses, Special Exception Uses, Text Amendments to the LDC, etc.
- Staff from Fire, Community Development (Building, Planning, and Engineering), Public Works, Public Utilities, City Attorney's Office, Police, and Parks and Rec

Changes that will be occurring

- Permitting will move to being paperless
- For people who don't have computers or unfamiliar, kiosks will be set-up in the lobby where the staff can walk people through the process
- Customers will be able to manage their projects through requesting inspections, paying fees, issuing their own permits when ready from their computer or mobile devices at home, office, or job site
- Improve permit review workflows so staff is able to review plans, return for revisions, retrieve documents, and stamp plans approved when ready
- In order to apply, customers will be required to submit a complete application along with necessary documents for staff to review the request
- Business Tax Renewal will be automated (saves \$\$ on mailing and staff time)
- Establishing review timeframes based on new workflows and staff levels

Building Permit Processing Time - October 1, 2019 thru September 1, 2020						
Application Type Code	Application Type Description	Total Applications	Average PR Time	Min	Max	Median
MECR	MECHANICAL (RESIDENTIAL)	869	9	0	138	5
ROFR	ROOF (RESIDENTIAL)	835	6	0	105	4
WNDR	WINDOW/DOOR REPLACEMENTS (RESIDENTIAL)	527	8	0	80	6
FNCR	FENCE (RESIDENTIAL)	500	14	0	104	11
TR-R	TREE REMOVAL (RESIDENTIAL)	244	15	0	199	9
GRDR	GARAGE DOOR REPLACEMENT	216	6	0	49	4
ALTR	ALTERATIONS/REPAIRS (RESIDENTIAL)	203	15	1	112	9
ELCR	ELECTRICAL (RESIDENTIAL)	179	6	0	97	4
PLBR	PLUMBING (RESIDENTIAL)	162	9	0	72	6
SCRN	SCREEN ENCLOSURE/ROOM/PORCH(RESIDENTIAL)	145	18	0	101	15
SOLA	SOLAR SYSTEM	112	16	0	70	14
USEP	USE PERMIT	99	7	0	56	5
R01N	RESIDENTIAL (1 & 2 FAMILY-DETACHED)	92	38	14	215	30
DRV1	DRIVEWAY/SIDEWALK/PAVING (RESIDENTIAL)	88	24	2	154	15
S01N	STORAGE (SHEDS/BARN)	87	26	4	269	17
PIGR	POOL/SPA(INGROUND)	79	24	7	74	20
GEN	GENERATOR	67	29	8	118	23
SGNP	SIGN (PERMANENT)	61	48	3	123	41
R02N	RESIDENTIAL (SINGLE FAMILY-ATTACHED)	57	83	15	107	100
PAVE	PAVERS	53	24	0	160	16
CONS	CONCRETE/SLAB	49	23	0	66	17
ALRO	ALUMINUM ROOFOVER	45	10	1	37	7
PCAR	PORCHES/CANOPIES (RESIDENTIAL)	45	28	7	290	19
ELCC	ELECTRICAL (COMMERCIAL)	44	13	0	33	14
MECC	MECHANICAL (COMMERCIAL)	43	16	0	58	12
PENC	POOL/SCREEN ENCLOSURE	43	25	5	143	16
GASR	GAS (RESIDENTIAL)	41	18	6	54	17
DEM1	DEMOLITION (SINGLE-FAMILY)	40	26	7	76	25
MHOR	MOBILE HOME (REPLACEMENT)	34	35	11	109	27
ALTC	ALTERATIONS/REPAIRS (COMMERCIAL)	32	42	1	113	34

*

*Review Times in Calendar Days

Anticipated Timeline

➤ Implementation timeframe is anticipated to be 6 to 9 months (Summer 2021)

1. Initiation and Planning – 1 to 2 months

- Review deliverables, projects phases, and next steps
- Refine timeline and discuss goals
- Migration of data from legacy system
- Develop and confirm workflows

2. Execution/Validation/Testing – 3 to 4 months

- Establish template and workflows
- Confirm processes for permit activities works
- Report Development

3. Acceptance and Training – 1 to 3 months

- Training of staff on system
- Training staff on how to assist customers
- Customer training on system

Preparing Customers and Staff for Change

Staff is developing a plan to keep residents and contractors aware of pending improvement and changes to the permitting process and inspection service.

1. Develop training materials to assist staff and customers using the system – Includes videos and job aids.
2. Develop in-person workshops/classes for customers to go over the new permitting process, how to schedule their inspections and reviewing inspection results, and the necessary information that needs to be submitted to comply with the Land Development Code and Florida Building Code
3. Social media posts to announce the new software solution and online features
4. Staff liaisons to assist residents in the transition and kiosks to assist customers who don't have computers or are having issues with submitting permits online
5. Continue to gather other ideas from other cities on implementation and official launch





CITY COUNCIL AGENDA ITEM

COUNCIL MEETING DATE 3/1/2022

SUBJECT: (C9) Approval of Major Special Event Request – Bike Week 2022:
Daytona's Endless Summer Campground at 3520 South Nova Road

DEPARTMENT: Community Development

GOAL: 3 - Quality of Life

RECOMMENDED MOTION: Move to approve the seven (7) day Major Special Event request for Bike Week 2022 for Daytona's Endless Summer Campground, located at 3520 South Nova Road, subject to the attached conditions.

SUMMARY: April Boan, Manager of Daytona's Endless Summer Campground, requests approval of a Major Special Event to be held during Bike Week 2022. The proposed event is planned for Saturday, March 5, 2022, to Friday, March 11, 2022. The proposed hours for the event are from 8:00 a.m. until 10:00 p.m., with outside music ending at 10:00 p.m. The dates of Bike Week as recognized by the Daytona Regional Chamber of Commerce are Friday, March 4, 2022, through Sunday, March 13, 2022.

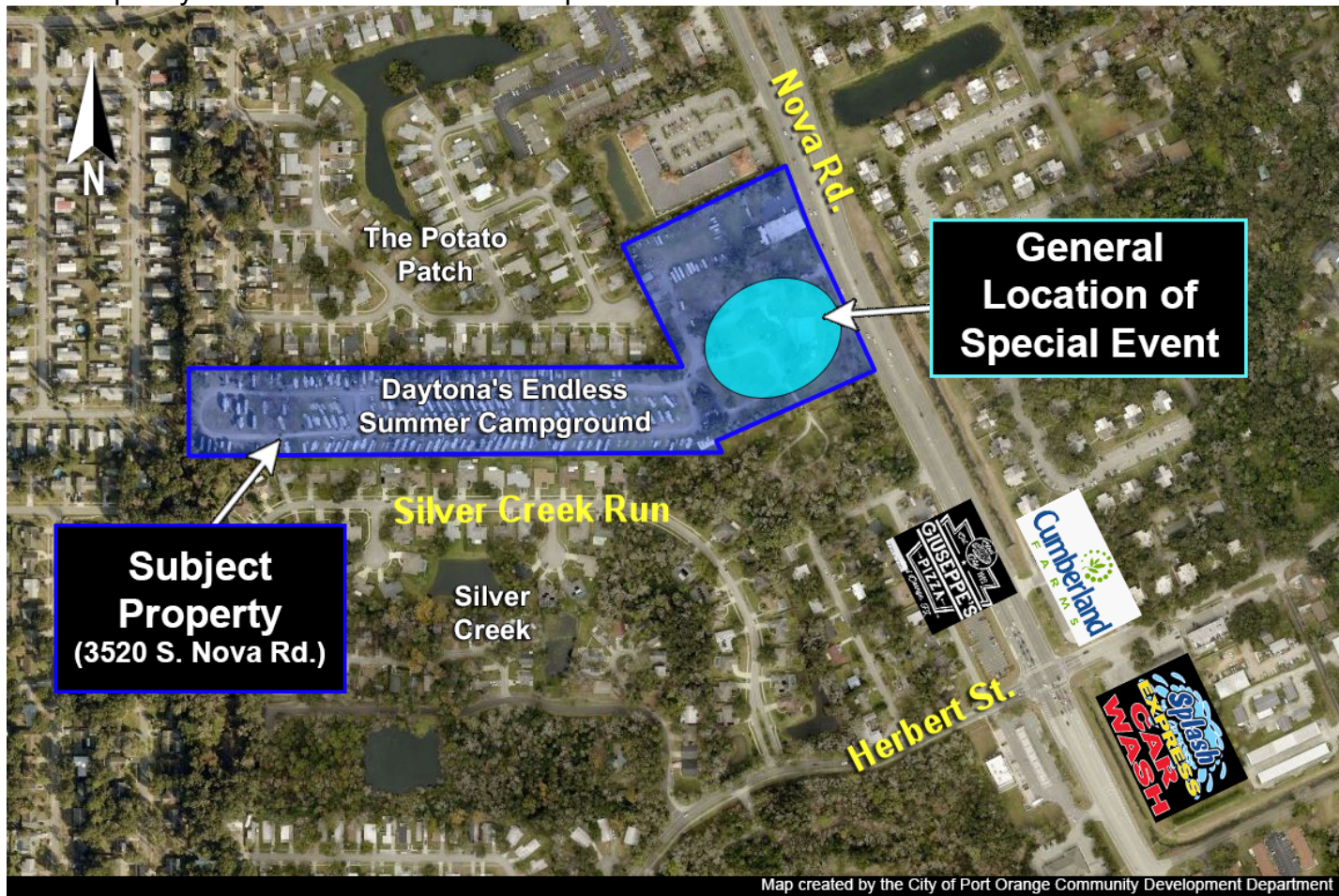
The outdoor activities for this event, intended to target the campground guests and seasonal residents attending Bike Week 2022, include live music, a karaoke talent show and a bike show. There will be no vendors at this event. No Port-o-let facilities are proposed for the event as the restrooms at the campground will be available. No assistance from Police Department or Public Works Department has been requested.

Chapter 42, Article IV. Noise Regulations, Section 42-80. General Restrictions of the City of Port Orange Code of Ordinances describe the acceptable sound level limit dBA. It shall be the responsibility of the permit holder to monitor for noise violations. Daytona's Endless Summer Campground shall take care of the placement of speakers for amplified music by adjusting them away from residential areas. A warning may be issued and if not corrected or the violation recurs, the Special Event may be terminated, and noise violations from this event will be taken into account before permitting future events. Based on the City Council's previous approvals for Bike Week, it is staff's understanding that all outdoor music shall cease by 10:00 p.m.

The proposed event has been reviewed by staff from Police, Fire, Public Works, Parks and Recreation, Code Enforcement, and Community Development. According to Code Enforcement, there are no code violations existing on any of the proposed sites at this time.

Endless Summer Campground has not requested the surety bond be waived. The cost

of the surety bond is determined by City Council as outlined in Chapter 58, Article III of the City of Port Orange Code of Ordinances and has historically been set at \$250 when required for past events. City Council has required staff to secure payment of the surety bond in past years and staff conditions require it.



PRESENTER: Penelope Cruz, Tim Burman

ATTACHMENTS:

1.	Endless Summer Campground Bike Week 2022 Event Map	Endless Summer Campground Bike Week 2022 Event Map.pdf
2.	Endless Summer Campground - Major Special Event Conditions	Endless Summer Campground - Major Special Event Conditions.docx

Penelope Cruz
Tim Burman
Manuel Marino
Joe Wulfig
Wayne Clark
Robin Fenwick

Created/Initiated - 1/27/2022
Approved - 2/8/2022
Approved - 2/9/2022
Approved - 2/9/2022
Approved - 2/18/2022
Final Approval - 2/18/2022

CABINS

CAMPING
AREA

FRONT

STAGE

12' x 28'

APPROX 300 FT TO CLOSEST
RESIDENTIAL AREA

(SEPERATED
BY 6 FOOT
PRIVACY
FENCE)

N.T.S.

VENUE
AREA
APPROX:
250' x 350'

COMMON
AREA

CORN HOLE
HORSE SHOES

PROPANE
STATION
WILL BE CLOSED
DURING STAGE
HOURS

APPROX
350 FT
NOVA
ROAD

OFFICE
&
REC HALL

SIDE
WALK

ENTRANCE
OFF NOVA

DISTANCE FROM NOVA RD

NOVA RD

RECOMENDATION:

Staff recommends approval of the request for a Major Special Event for Daytona's Endless Summer for Bike Week 2022, subject to the following conditions:

1. **The subject Major Special Event is from March 5-11, 2022.**
2. **Applicant shall be responsible for any charges for City of Port Orange Police services related to this event and coordinate with the Police Department for all vehicular traffic patterns and pedestrian concerns if applicable.**
3. **Applicant shall be responsible for coordination with the City of Port Orange Public Works Department for Public Works services and all charges for equipment (barricades, lights, etc.) used for this event for traffic control if applicable.**
4. **Rates for this event for staff time and equipment are per Resolution 19-2.**
5. Hours for the event shall be from 8:00 a.m. to 10:00 p.m., with outside music ending at 10:00 pm.
6. Chapter 42, Article IV. Noise Regulations, Section 42-80. General Restrictions of the City of Port Orange Code of Ordinances describe the acceptable sound level limit dBA. It shall be the responsibility of the permit holder to monitor for noise violations. The event coordinator shall take care of the placement of speakers for amplified music by adjusting them away from residential areas. Sound or noise projecting from one use district into another use district with a different noise level limit shall not exceed the limits of the district into which the noise is projected.

Use occupancy category	Time	Sound level limit dBA
Residential	7:00 a.m.—10:00 p.m.	60
	10:00 p.m.—7:00 a.m.	50
Commercial or business	7:00 a.m.—10:00 p.m.	65
	10:00 p.m.—7:00 a.m.	55
Manufacturing, industrial or agriculture	All times	75
Noise sensitive zone	All times	55

7. There are no vendors at this event.
8. Tents or canopies being used in association with this event shall comply with the requirements set forth in *NFPA 101 Chapter 11.11 (Tents) Standards for Tents and Membrane Structures*. Tents or canopies cannot be erected more than forty-eight (48) hours prior to the event and must be removed within twenty-four (24) hours after the duration of the event. All tents/canopies must maintain at least two (2) exit ways in an unobstructed fashion to allow for a continuous path of travel.
9. If any outdoor lighting or other structural features are to be installed in association with this event, the event coordinator shall obtain the proper Building Permits from the Community Development Department. Such lighting must be a minimum of twenty (20) foot candles to provide a safe environment at night.
10. Temporary electrical wiring shall be installed by a certified electrician and shall comply with Article 590 of the current adopted *NFPA #70 National Electrical Code*. This includes (F) Lamp protection. Any temporary lamps shall be protected from accidental contact or breakage by a suitable fixture or lamp holder with a guard.
11. Fire extinguishers shall be provided as outlined in accordance with the *NFPA #10, Standard for Portable Fire Extinguishers*.

12. All exits and means of egress shall remain accessible and unobstructed and it shall be the responsibility of the event coordinator to maintain access for emergency vehicles.
13. All areas being used for this special event shall be handicapped-accessible. Handicapped parking is to remain open and accessible for this event.
14. Tripping hazards shall be removed or isolated from pedestrian traffic. Vehicle areas, including parking, shall be physically separated from pedestrian areas.
15. If there are calls for police service, or if security threats develop, the Police Department shall require additional officers to provide security for this event. The additional officers will be hired at the expense of the event coordinator at the rate of \$48.00 per hour with a minimum of three hours.
16. The City's *Code of Ordinances* prohibits the exposure of any sexual organs at commercial establishments that serve alcoholic beverages. Furthermore, *Florida Statutes* prohibit any type of public nudity at such an event.
17. A temporary sign permit shall be required for signage for this event.
18. No trees shall be removed, and care shall be taken to protect landscaped areas.
19. The event coordinator shall schedule an inspection online at <https://www.port-orange.org/570/How-to-Schedule-an-Inspection> for any fences or tents larger than 10x10 prior to first day of the event.
20. Repair of any disturbance of public right-of-way shall be the sole responsibility of the event coordinator.
21. It is the event coordinator's responsibility to contact Code Enforcement at 386-506-5604 for an inspection of debris removal within 72 hours after the event.
22. The event coordinator shall comply with the approved maximum capacity occupancy requirements within the confines of the facility.
23. The \$250.00 surety bond must be paid in full before issuance of permit.

Applicant (Print Name)

Applicant Signature



CITY COUNCIL AGENDA ITEM

COUNCIL MEETING DATE 3/1/2022

SUBJECT: (C10) Approval of Minor Special Event – Spring Landscaping Sale at Lowe's located at 1751 Dunlawton Avenue

DEPARTMENT: Community Development

GOAL: 3 - Quality of Life

RECOMMENDED MOTION: Move to approve the Lowe's Spring Landscaping Minor Special Event

SUMMARY: Rick Myers, on behalf of Lowe's, is requesting to hold a minor special event, for a Spring landscaping display and sale, at the Port Orange Gateway Center located at 1751 Dunlawton Avenue. This is the second year Lowe's is holding a Spring sale. The Code of Ordinances Chapter 58, Article III, Special Events, Section 58-53, requires City Council approval for any Special Event that exceeds (7) consecutive calendar days. The proposed Special Event is planned for sixty-four (64) consecutive calendar days. Minor special events can be approved by staff administratively, but due to the proposed length of the event, the Code of Ordinances requires City Council to approve any Special Event that exceeds (7) consecutive calendar days.

The sale is proposed for the parking lot area in front of the existing Lowe's Garden Center. This is the area approved for special events and sales in the Lowe's Planned Commercial Development (PCD). The Spring landscaping display and sale is proposed to begin on Friday, March 5, 2022, and go through Friday, May 8, 2022 (64 consecutive days). The proposed sale hours are from 6 a.m. to 10 p.m. daily. The proposed Spring landscaping sale will include, but not be limited to, trees, shrubs, flowers, and soils. There will be a temporary, decorative fence marking the boundaries of the event space (84'x100'). No port-o-lets will be provided as restrooms are provided in the store.

The proposed event has been reviewed by staff from Police, Fire, Public Works, Parks and Recreation, Code Enforcement and Community Development. The owner is not requesting City resources to support this event.

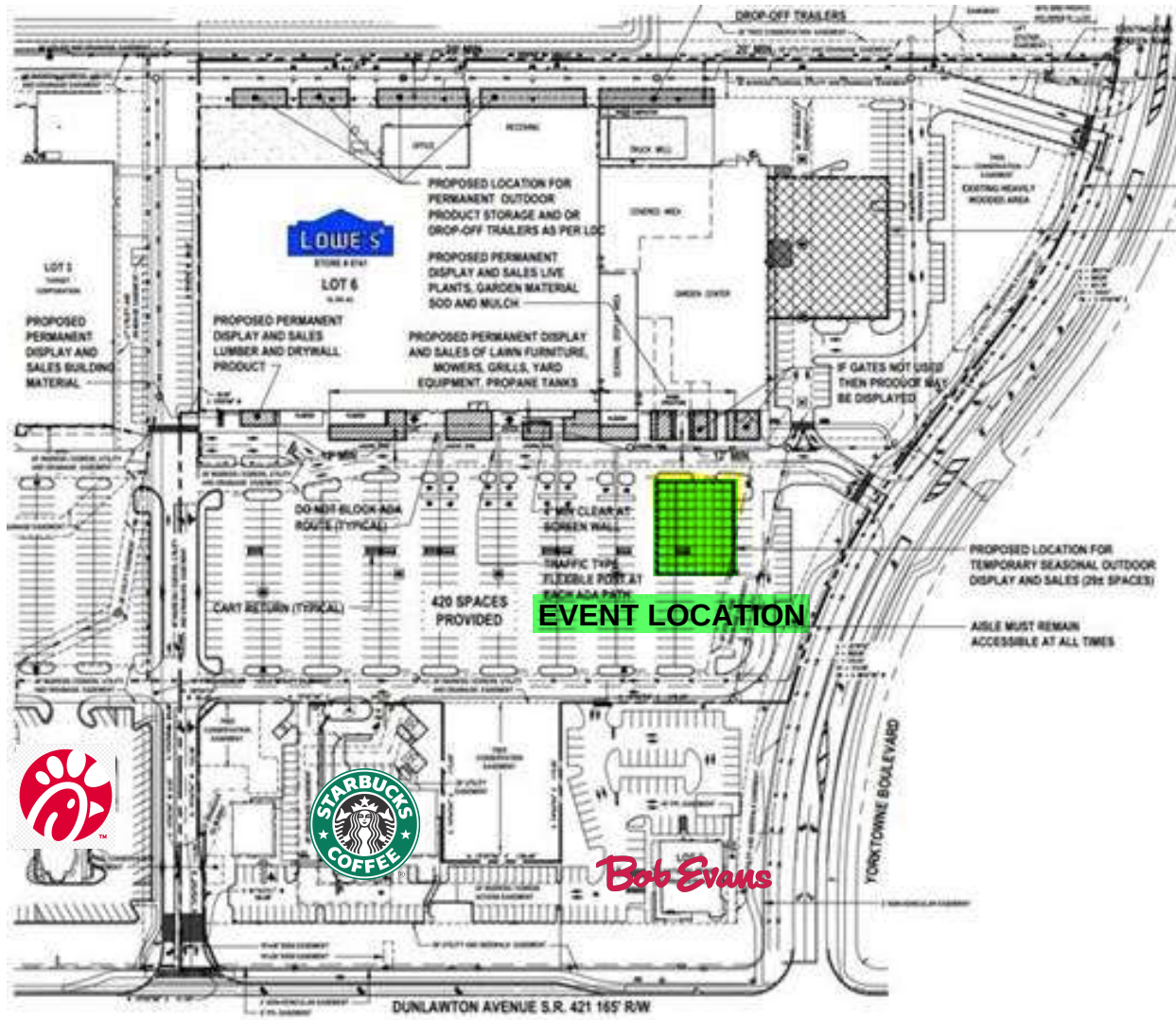
PRESENTER: Penelope Cruz, Tim Burman

ATTACHMENTS:

1.	Lowe's Spring Sale Location Map	Lowe's Spring Sale Location Map.pdf
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2.	Staff Recommendations_Lowe's Spring Sale 2022	Staff Recommendations_Lowe's Spring Sale 2022.docx
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Penelope Cruz	Created/Initiated - 2/1/2022
Tim Burman	Approved - 2/8/2022
Manuel Marino	Approved - 2/9/2022
Joe Wulfing	Approved - 2/9/2022
Wayne Clark	Approved - 2/18/2022
Robin Fenwick	Final Approval - 2/18/2022



RECOMMENDATION:

Staff recommends approval of the Lowe's Spring Landscaping Sale from March 5 – May 8, 2022, subject to the following conditions:

1. Hours of the event shall be from 6:00 a.m. until 10:00 p.m.
2. Access shall be maintained for all emergency vehicles.
3. Event organizers are required to delineate the event area from the vehicular driving and parking area with cones, ropes and/or barricades where necessary.
4. All areas used for this function shall be handicapped-accessible. Handicapped parking is to remain open and accessible for the event.
5. All trash generated for the duration of the event must be picked up and disposed of at the end of the event along with any debris at the event sites.
6. It is the event coordinator's responsibility to contact Code Enforcement at 386-506-5604 for an inspection of debris removal within 72 hours after the event.



CITY COUNCIL AGENDA ITEM

COUNCIL MEETING DATE 3/1/2022

SUBJECT: (C11) Approval of License Agreement for 721 Pringle Road

DEPARTMENT: Community Development

GOAL: 3 - Quality of Life

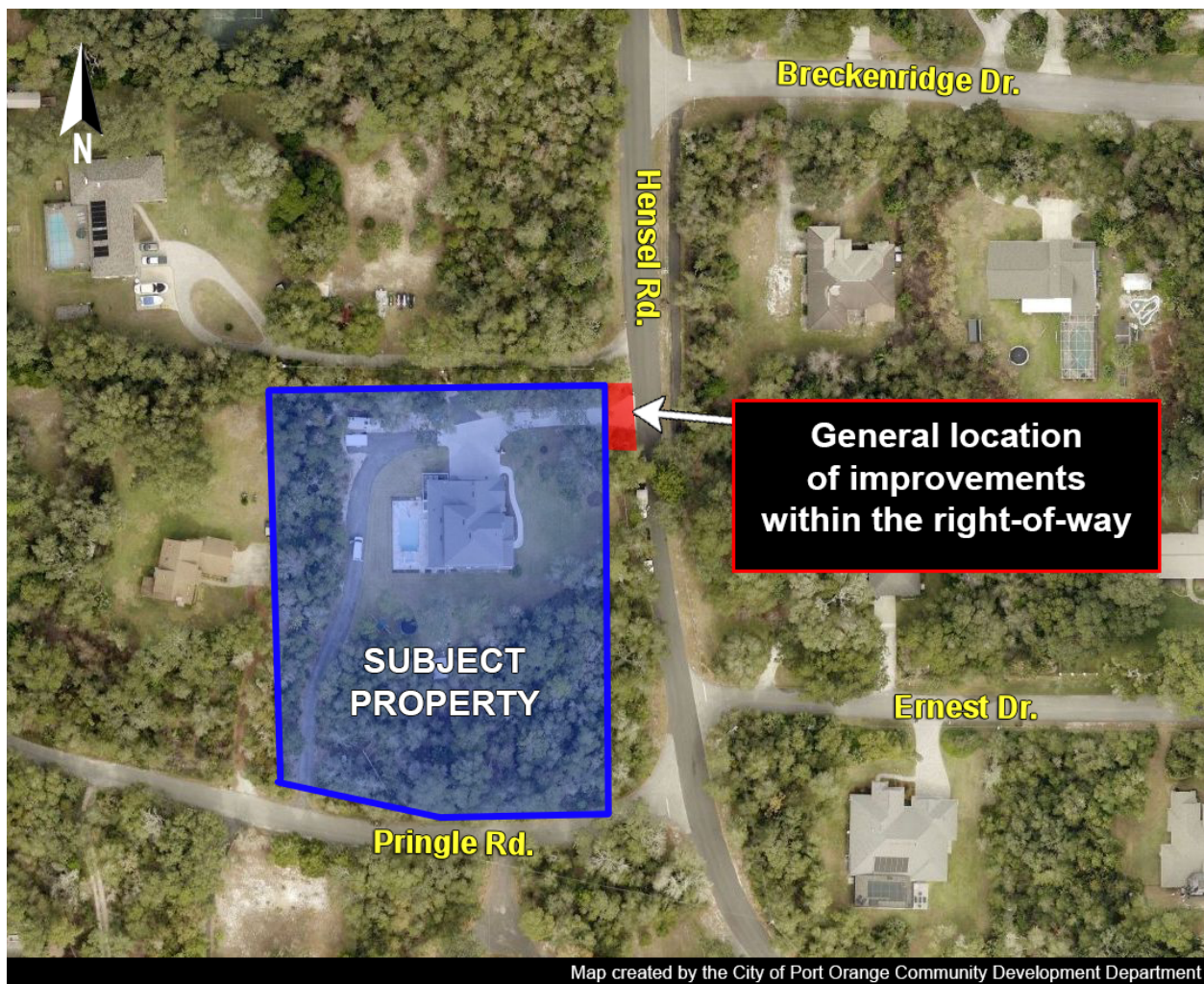
RECOMMENDED MOTION: Move to approve the License Agreement and to authorize the Mayor and City Clerk to execute the agreement subject to receipt of the insurance policy naming the City as an Additional Insured.

SUMMARY: Tessa and Andrew Dado, the applicants/abutting property owners, have submitted an application for a License Agreement for improvements within the right-of-way at 721 Pringle Road. The improvements in the right-of-way consist of ground cover landscaping and decorative rocks intended to stabilize the soil at the naturally raised ground areas on both sides of their driveway.



City Departments have reviewed the application, conducted a safety analysis, and have no objections to the proposed License Agreement since the proposed improvements do not exceed 3 feet in height and visibility within the right-of-way is maintained. The property owners have been advised of the applicable requirements of the License

Agreement, including provision of proof of a \$1 million Liability Insurance policy, and that the property owner will be required to maintain the landscaping and decorative rocks that are within the right-of-way, and if necessary, remove or replace these improvements. Further, should the property owner fail to abide by this requirement, the License Agreement provides the City with the ability to take any necessary corrective actions at the expense of the property owner. The standard License Agreement document addresses City liability concerns with an indemnity statement and a requirement that a one-million-dollar general liability insurance policy is maintained by the property owner.



PRESENTER: Tim Burman

ATTACHMENTS:

1.	License Agreement with Exhibits	License Agreement with Exhibits.pdf
----	---------------------------------	-------------------------------------

Lisa Epstein

Created/Initiated - 1/21/2022

Tim Burman	Approved - 2/11/2022
Carly Meek	Approved - 2/17/2022
Wayne Clark	Approved - 2/18/2022
Robin Fenwick	Final Approval - 2/22/2022

This document prepared by:

Carly R. Meek
Assistant City Attorney
City of Port Orange
1000 City Center Circle
Port Orange, FL 32129

Parcel No.: 6329-00-00-0031/6329-00-00-0048

LICENSE, INDEMNITY AND HOLD HARMLESS AGREEMENT

THIS **LICENSE, INDEMNITY AND HOLD HARMLESS AGREEMENT** ("Agreement" or "License Agreement") is made and entered into this _____ day of _____, 2022, by and between the City of Port Orange, Florida, a chartered municipal corporation ("City" or "Licensor"), 1000 City Center Circle, Port Orange, FL 32129; and Andrew Dado and Tessa Dado, whose mailing address is 721 Pringle Road, Port Orange, FL 32127, ("Licensees").

PREMISES

WHEREAS, the City Council of the City of Port Orange has adopted Resolution No. 95-64, which establishes City policy regarding improvements within City rights-of-way by private citizens, homeowners associations, and developers; and

WHEREAS, the City and the Licensees have agreed on an improvement plan and specifications, as described on **Exhibit "A,"** attached hereto and incorporated herein by reference; and

WHEREAS, the Licensees hereby warrant to the City that the Licensees have full power and authority to enter into this Agreement, and that the Licensees agree to be bound by the terms and conditions hereof are in compliance with and shall remain in compliance with any declaration of covenants and restrictions, as may exist and as may be amended from time to time; and

WHEREAS, the Licensees are the owners of real property located in the Spruce Creek Estates subdivision, recorded in Book 7703, Page 1384, Public Records of Volusia County, Florida, hereinafter the "Subject Property", described on **Exhibit "B";** and

WHEREAS, the Licensees hereby acknowledge that the City public utilities are located within the right-of-way, including but not limited to locations beneath the proposed Improvements.

NOW, THEREFORE, in consideration of the premises and mutual covenants contained herein, the parties agree as follows:

1. The City hereby grants to the Licensees a license to enter upon and to utilize the right-of-way known as Hensel Road located and situated in Port Orange, Volusia County, Florida, adjacent to a portion of the Subject Property, as described in **Exhibit "B"** for the purpose of placing a rock garden and groundcovers (in conformity with the attached site plan and photographs to include a 10' visibility triangle, a 3' maximum rock height, limiting the size of the rocks and approximately the number of rocks to what is depicted in the photographs, and having a distance from the pavement of at least 29" south of the driveway and 18" north of the driveway) in the right-of way adjoining a portion of the Subject Property (hereinafter "Improvements")

Page 1

approved by the City as depicted on **Exhibit "A."**

2. All improvements, uses and activities shall comply with the policies established in Resolution No. 95-64 and with the terms and conditions of this License Agreement and exhibits hereto.

3. The Licensees jointly and severally assume all responsibility for the maintenance and, if necessary, replacement of all Improvements depicted on **Exhibit "A."**

4. The Licensees agree to maintain, replace or repair all improvements which require maintenance, repair or replacement. Although the City shall not be required to periodically inspect the Improvements, in the event that the City identifies a defect, the Licensees agree, upon thirty (30) days written notice from the City, to maintain, repair or replace all Improvements which require maintenance, repair or replacement. If no remedy is made within the specified time, the City reserves the right to remove all Improvements without further notice to the Licensees and at the sole cost and expense of the Licensees.

5. The City reserves the right to request removal of the Improvements depicted on **Exhibit "A"** in the event that the City needs to utilize the property for City purposes, such as road, bike path, public utility installation or maintenance, drainage improvement or other public uses. The City shall endeavor to give at least thirty (30) days prior notice to the Licensees. If the Improvements are not removed within the time specified by the City or in cases where emergency work by the City becomes necessary, the City may remove or cause to be removed the Improvements without any liability to the City or obligation to replace same upon completion of the City project. The Licensees may replace the Improvements after the City repair or maintenance; and the Licensees shall be responsible for any and all expenses of the replacement of Improvements. The Licensees agree to immediately remove the Improvements, and be responsible for any and all expenses of removal, in the event that the Improvements present a hazard to the public, adjoining property owners, the City and any other person having easement rights. If the Improvements are not removed, the City may remove or cause to be removed the Improvements without any liability to the City or obligation to replace the same. The Licensees shall be responsible for any and all expenses of removal.

6. The Licensees agree that no improvements shall be made or altered in the right-of-way except as depicted on **Exhibit "A"** or subsequently approved amendments thereto. However, the Improvements may be maintained, repaired, replaced and removed.

7. The License granted by this License Agreement shall be effective during the period from the date of execution by both parties until terminated in accordance with the provisions specified herein.

8. Any party may terminate this License Agreement upon giving thirty (30) days prior written notice to the other party, after which time this License Agreement shall be of no force and effect. Upon termination by any party, the City shall have the option of requiring all Improvements to be removed or abandoned in place by the Licensees or maintained in their present state by the City and without further right or obligation by the Licensees. If the Licensees terminate this Agreement or otherwise fail to remain in good standing and in compliance with this Agreement, the City may maintain and repair the Improvements and the City shall not be obligated to either maintain or repair the Improvements and the City shall not be liable for either undertaking or failing to maintain or repair the Improvements. The Licensees hereby voluntarily authorize the City to file a lien against the property described in **Exhibit "B"** including all costs and expenses

Page 2

of the City resulting from maintenance, replacement, removal, or repair of the Improvements, including administrative expenses, attorney's fees, interest at the highest lawful rate, and costs for the enforcement of this License Agreement.

9. This License is given to the Licensees as an accommodation to the Licensees in consideration of the Licensees agreeing to the obligations expressed herein. The Licensees acknowledge the legal title of the City to the right-of-way property described herein and agree never to deny such title or to claim title in the Licensees' name. The Licensees agree to never claim right to recover the costs of removal or replacement of the Improvements caused by the action of the City.

10. The City, the general public, any utility, any cable companies, and any other entity entitled to use the City rights-of-way, as well as their contractors, agents, materialmen, and workmen, shall have the absolute right to enter upon and to exercise any of their respective rights related to the right-of-way and nothing contained in this License Agreement shall be construed as a waiver of any of the City's rights related to the right-of-way and general public's rights associated therewith.

11. The License is personal to the Licensees and shall not inure to the successors or assigns of the Licensees. The rights, privileges and permission granted herein shall not be assignable by the Licensees in whole or in part. Upon the sale or transfer by the Licensees of title to the real property adjoining the right-of-way upon which the Improvements are located, the City shall have the immediate right to remove the improvements for which this license is granted; subject, however, to application made by the successor property owner for and due diligence in obtaining approval by the City of a new license agreement for the existing Improvements to remain in the right-of-way.

12. The Licensees shall exercise the rights, privileges and permission granted herein at the Licensees' own risk. Licensees shall make monthly inspections of the Improvements within the right-of-way; and shall immediately repair any deviation. The Licensees shall not claim any damages from the City for any injuries or damages in connection with or on account of the exercise of such rights, privileges or permission, the condition of the City's property, or the use of the property. Licensees agree to maintain general liability insurance including contractual liability and having a minimum coverage of **One Million Dollars (\$1,000,000.00)**. Licensees shall provide to the City a certificate of insurance identifying the City of Port Orange as an additional insured within ten (10) business days after City Council's approval of this License Agreement. The certificate of insurance shall be provided to the Community Development Department, Engineering Division and shall thereafter be submitted annually by the Licensees each year the license remains in effect. Failure to maintain the required insurance or provide proof thereof may result in the immediate termination of this License Agreement. In the event that the Licensees allow the required general liability insurance to elapse or expire, the City may remove all Improvements after thirty (30) days prior written notice to Licensees that the insurance had elapsed or expired.

13. Further, the Licensees shall indemnify and hold harmless the City, its officers, employees and agents, from and against all claims, damages, losses and expenses, attorneys' fees and costs, arising out of, resulting from, or in any way connected with the condition of the City's property, the use of the property by Licensees, their agents, guests, invitees and members of the public, the exercise of the license granted by this License Agreement, the failure on the part of the Licensees to comply with any of the provisions specified herein, or the City's removal of any Improvements depicted in **Exhibit "A"** or otherwise permitted by this License Agreement. The City shall not be liable to the Licensees if for any reason the Licensees' use of the Subject

Page 3

Property is hindered or disturbed. The Licensees' liability hereunder shall include all attorney's fees and costs incurred by the City in the enforcement of this indemnification provision. Nothing contained herein shall be construed as a waiver of any immunity from or limitation of liability the City may have under the doctrine of sovereign immunity or Section 768.28, Florida Statutes. The City shall have the right, at its option, to participate in the defense of any suit, without relieving Licensees of any of their obligations hereunder. The obligations contained in this provision shall survive termination of this License Agreement.

14. All notices required to be given by any party shall be in writing, addressed to all other parties, and delivered by certified mail, telegram or in person to: City Manager, City of Port Orange, 1000 City Center Circle, Port Orange, Florida 32129, for the City; and Andrew Dado and Tessa Dado, 721 Pringle Road, Port Orange, FL 32127 for the Licensees, or as otherwise designated in writing to all respective parties.

15. This Agreement shall be recorded in the Public Records of Volusia County, Florida. Upon execution of this Agreement, the Licensees agree to pay the City an amount equal to the applicable cost of recording this Agreement in the Public Records of Volusia County, Florida.

16. This License Agreement constitutes the entire agreement between the parties. There are no further or other agreements or understandings, written or oral, in effect between the parties, relating to the subject matter hereof. This License Agreement may be amended or modified only by an instrument of equal formality signed by the respective parties.

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IN WITNESS WHEREOF, the parties hereto have executed this License Agreement on the respective dates below.

WITNESSES:

LICENSOR:

Printed Name: _____

CITY OF PORT ORANGE, FLORIDA
a chartered municipal corporation

Printed Name: _____

By: _____
Donald O. Burnette, Mayor

Printed Name: _____

Attest: _____
Robin L. Fenwick, MMC, City Clerk

Printed Name: _____

(SEAL)

STATE OF FLORIDA
COUNTY OF VOLUSIA

The foregoing instrument was acknowledged before me by means of _____ physical presence or _____ online notarization, this _____ day of _____, 2022, by Donald O. Burnette, as Mayor of the City of Port Orange, Florida, who acknowledged that he is duly authorized to execute the foregoing LICENSE AGREEMENT on behalf of the **CITY OF PORT ORANGE, FLORIDA**, a chartered municipal corporation, and who ☐ is personally known to me, or ☐ has produced _____ as identification.

Notary Public, State of Florida at Large
Printed name, commission and expiration:

STATE OF FLORIDA
COUNTY OF VOLUSIA

The foregoing instrument was acknowledged before me by means of _____ physical presence or _____ online notarization, this _____ day of _____, 2022, by Robin L. Fenwick, as the City Clerk of the City of Port Orange, Florida, who acknowledged that she is duly authorized to execute the foregoing LICENSE AGREEMENT on behalf of the **CITY OF PORT ORANGE, FLORIDA**, a chartered municipal corporation, and who ☐ is personally known to me, or ☐ has produced _____ as identification.

Notary Public, State of Florida at Large
Printed name, commission and expiration:

WITNESSES:

LICENSEE:

Printed Name: _____

Andrew Dado

Printed Name: _____

STATE OF FLORIDA
COUNTY OF VOLUSIA

The foregoing instrument was acknowledged before me by means of _____ physical presence or _____ online notarization, this _____ day of _____, 2022, by Andrew Dado, who is authorized to execute the foregoing LICENSE AGREEMENT, and who ☐ is personally known to me, or ☐ has produced _____ as identification.

Notary Public, State of Florida at Large
Printed name, commission and expiration:

WITNESSES:

LICENSEE:

Printed Name: _____

Tessa Dado

Printed Name: _____

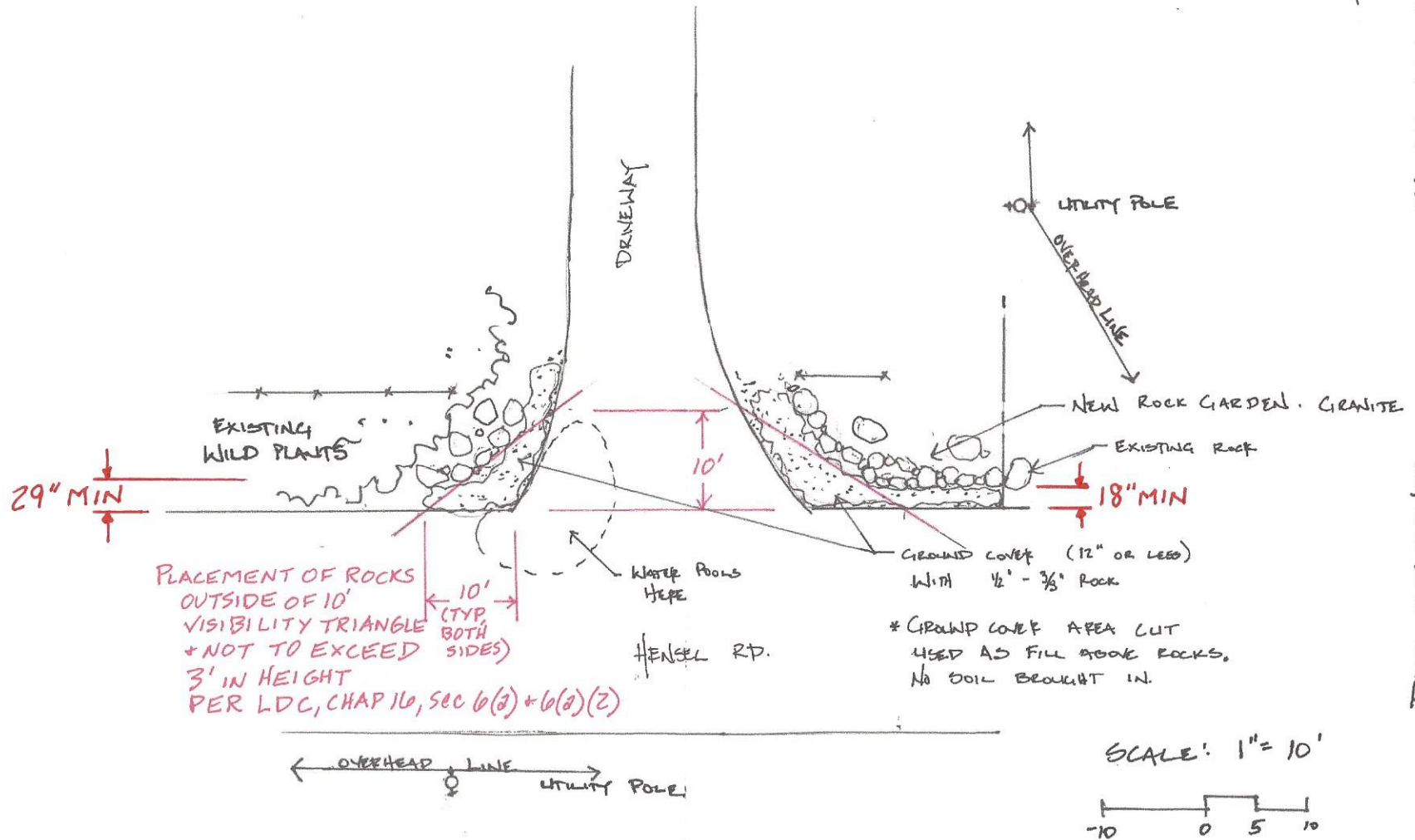
STATE OF FLORIDA
COUNTY OF VOLUSIA

The foregoing instrument was acknowledged before me by means of _____ physical presence or _____ online notarization, this _____ day of _____, 2022, by Tessa Dado, who is authorized to execute the foregoing LICENSE AGREEMENT, and who ☐ is personally known to me, or ☐ has produced _____ as identification.

Notary Public, State of Florida at Large
Printed name, commission and expiration:

LICENSE AGREEMENT AREA





12.10.2
 EXHIBITING LANDSCAPES
 DAVID L. SCHROEDER, MIA, RLA
 LIC # LA 6667223
 12.10.21

DAVID RESIDENCE
 721 PRINGLE RD
 PORT ORANGE, FL 32127

EXHIBIT "A"



EXHIBIT "B"

PARCEL A:

A portion of Section 29, Township 16 South, Range 33 East, Volusia County, Florida, being more particularly described as follows: As a point of reference, commence at a concrete monument marking the Northeast corner of said Section 29; Thence South 01° 37' 09" East along the Easterly line of said Section 29 a distance of 392.55 feet to a concrete monument; Thence South 44° 10' 10" West a distance of 114.91 feet to a concrete monument, said monument being the point of beginning of this description: Thence South 01° 37' 09" East and parallel to the Easterly line of said Section 29 a distance of 323.52 feet to a concrete monument, said monument lying in a curve concave Northerly and having a radius of 983.95 feet; Thence Northerly and Westerly along said curve a distance of 141.87 feet to a concrete monument; Thence North 01° 37' 09" West and parallel to the Easterly line of said Section 29 a distance of 306.87 feet to a concrete monument; Thence North 88° 44' 10" East a distance of 140.66 feet to the point of beginning of this description.

Road Easement: A portion of Sections 28 and 29, Township 16 South, Range 33 East, Volusia County, Florida, being more particularly described as follows: As a point of reference, commence at a concrete monument marking the Northeast corner of said Section 29; Thence South 01° 37' 09" East along the East line of said Section 29 a distance of 764.70 feet to a concrete monument, said monument being the point of reverse curvature of a curve having a tangent bearing of South 84° 50' 11" West; Thence Southerly and Easterly along said curve having a radius of 94.33 feet and a central angle of 540 46' 31" a distance of 90.18 feet to the point of beginning of this description; Thence return Northerly and Westerly along said curve a distance of 90.18 feet to the point of reverse curvature of said curve having a tangent bearing of South 84° 50' 11" West; Thence Northerly and Westerly along a curve concave Northerly having a radius of 1033.95 feet a distance of 657.03 feet or through a central angle of 36° 24' 32" to a concrete monument; Thence North 01° 37' 09" West and parallel to the Easterly line of said Section 29 a distance of 60.17 feet to a concrete monument, said monument being in a curve concave Northerly and having a radius of 983.95 feet; Thence Southerly and Easterly along said curve a distance of 657.92 feet or through a central angle of 38° 18' 38" to a concrete monument, said monument being the point of compound curvature of a curve to the left, said curve having a radius of 60 feet; Thence Southerly and Easterly along said curve a distance of 58.53 feet to a concrete monument, said monument being in the Westerly line of Hensel Road, a 20 foot dirt road as now used; Thence Southerly and Easterly along the Westerly edge of said Hensel Road a distance of 185 feet, more or less, to the point of beginning of this description.

PARCEL B:

A portion of Sections 28 and 29, Township 16 South, Range 33 East, Volusia County, Florida, being more particularly described as follows:

As a point of reference, commence at a concrete monument marking the Northeast corner of said Section 29; Thence South 01° 37' 09" East along the East line of said Section 29 a distance of 392.55 feet to the Point of Beginning of this description; Thence continue South 01° 37' 09" East along the East line of said Section 29, being also the Westerly line of said Section 28, a distance of 57.45 feet to a concrete monument; Thence North 84° 50' 11" East a distance of 17.00 feet to a concrete monument, said monument lying in the Westerly line of Hensel Road, a 20-foot dirt road as now used; Thence Southerly and Easterly along the Westerly edge of Hensel Road a distance of 239.00 feet to a concrete monument; Thence Southerly and Westerly along the arc of a curve, said curve having a radius of 60 feet and a central angle of 55° 53' 20", a distance of 58.53 feet to a concrete monument, said monument being the point of compound curvature of a curve concave Northerly and having a radius of 983.95 feet; Thence Northerly and Westerly along said curve a distance of 111.88 feet to a concrete monument; Thence North 01° 37' 09" West and parallel to the Easterly line of said Section 29, a distance of 323.87 feet to a concrete monument; Thence North 88° 44' 10" East a distance of 114.91 feet to the Point of Beginning of this description.



CITY COUNCIL AGENDA ITEM

COUNCIL MEETING DATE 3/1/2022

SUBJECT: (C12) Approval of Proportionate Fair-Share Agreement for the Port Orange Neighborhood Storage Facility Site Plan - Case No. 21-80000011

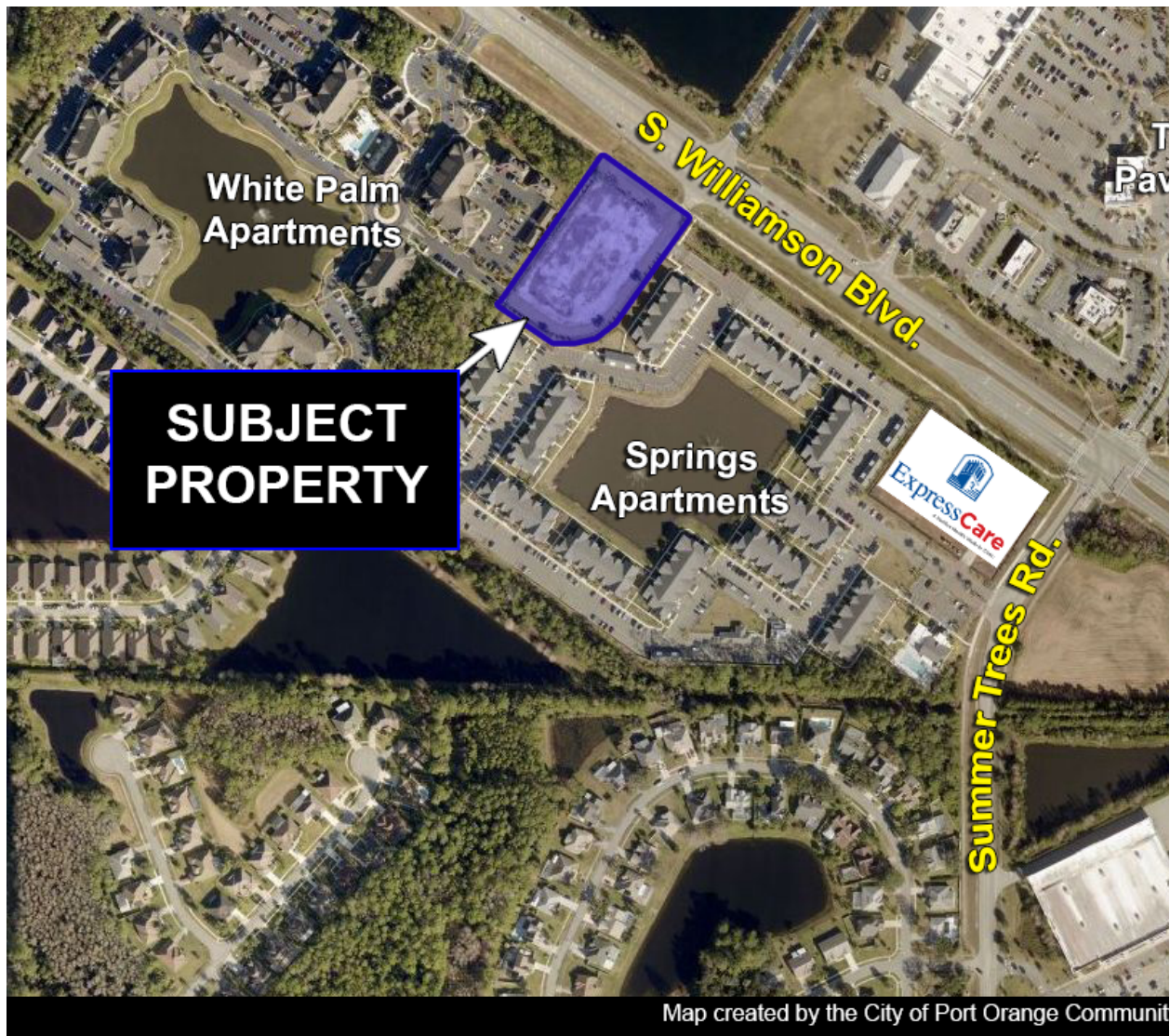
DEPARTMENT: Community Development

GOAL: 2 - Infrastructure

RECOMMENDED MOTION: Move to approve the Proportionate Fair-Share Agreement for the Port Orange Neighborhood Storage Facility Site Plan - Case No. 21-80000011, subject to review and approval by Volusia County; authorize the City Manager to accept modifications requested by the County; and authorize the Mayor and City Clerk to execute all necessary documents.

SUMMARY: The Port Orange Neighborhood Storage facility is proposed to be located at 5404 Williamson Boulevard (see location map below). The proposed Proportionate Fair-Share Agreement has been prepared in conjunction with the site plan for the development of a 790-unit self-storage facility on approximately +/- 2.3 acres, along with associated on-site and off-site improvements. The Transportation Impact Technical Memorandum completed by LTG, anticipates impacts on Williamson Boulevard upon completion of the project. The technical memorandum was prepared according to the City of Port Orange's adopted guidelines and was reviewed and approved by city staff.

Based on the technical memorandum prepared, the developer, Horne Partners LLC., is required to make a \$102,887.29 fair-share mitigation payment for the 13 PM peak hour trips generated per day from the development. The Proportionate Fair-Share Agreement is to document the number of vested trips being used by the proposed development and to mitigate the impact of the new traffic generated from the development. The property owner's fair-share mitigation payment includes payment to the City of Port Orange and Volusia County: 1) payment of \$18,331 towards the completed City of Port Orange Summer Trees Road project; and 2) payment of \$84,556.29 to Volusia County for impacts to Williamson Boulevard. The Concurrence and Fair-Share Agreement has been executed by the property owner and is attached for review. Due to the impact of the project involving both the City of Port Orange and Volusia County, the agreement is required to be approved by the County as well as the City. Once approved by the City, the agreement and supporting documents will be forwarded to the County for review and final approval. It is anticipated to go before the Volusia County Council in March 2022.



PRESENTER: Tim Burman

ATTACHMENTS:

1.	PO Neighborhood Storage PFSA_signed	PO Neighborhood Storage PFSA_signed.pdf
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Penelope Cruz
Tim Burman
Shannon Balmer
Wayne Clark
Robin Fenwick

Created/Initiated - 2/17/2022
Approved - 2/17/2022
Approved - 2/17/2022
Approved - 2/18/2022
Final Approval - 2/22/2022

**PORT ORANGE NEIGHBORHOOD STORAGE
PROPORTIONATE FAIR SHARE AGREEMENT**

THIS AGREEMENT is entered into by and between the following entities: **HPI SELF STORAGE PORT ORANGE, LLC**, a Delaware limited liability company whose address is 3700 North Capital of Texas Highway, Suite 420, Austin, Texas 787461, ("Developer"); **City of Port Orange, Florida**, a Chartered Florida Municipality located in Volusia County, Florida, 1000 City Center Circle, Port Orange, Florida 32129 ("City"); and the **County of Volusia**, a political subdivision of the State of Florida ("County"), mailing address: 123 West Indiana Avenue, DeLand, FL 32720.

WHEREAS, Developer is the contract purchaser of Two and Three-tenths (+2.3) acres of land generally located at 5404 S. Williamson Blvd. in Port Orange, Florida, otherwise identified as Parcel Identification Numbers 6318-10-00-0020, (the "Property") as shown in **Exhibit A**; and

WHEREAS, the Property has undergone site plan review by City of Port Orange to authorize the construction of a self-storage facility known as Port Orange Neighborhood Storage ("Project"); and

WHEREAS, in connection with the site plan review, a technical memorandum of the existing road network in the vicinity of the Project was performed on behalf of the Developer on January 28, 2022 ("technical memorandum"), in order to determine the availability of roadway capacity to serve the Project; and

WHEREAS, the results of the technical memorandum indicate that insufficient roadway capacity exists in the vicinity of the Property without the anticipated traffic impacts of the Project; and

WHEREAS, Florida Statutes § 163.3180(5)(h) (2020) authorizes payment of proportionate fair share mitigation funds as an alternative to demonstrating traffic concurrency in certain circumstances, but specifically exempts backlogged failures from the requirement for proportionate fair share payment; and

WHEREAS, through the technical memorandum, certain traffic impacts were identified in the area of the development ("Impact Area") and payment for such site-related improvements are set forth in this Agreement; and

WHEREAS, LTG Engineering & Planning, Inc., in a technical memorandum, calculated a proportionate fair share for the total buildout Project offsite traffic improvements based upon a maximum buildout of a Seven Hundred Ninety (790) unit self-storage facility; and

NOW THEREFORE, in consideration of the mutual promises and covenants

contained herein, and with the intent to be legally bound and to bind their successors and assigns, the Developer and County do hereby agree as follows:

1. Recitals. The recitals set forth above are true and correct, form a material part of this Agreement, and are incorporated herein by reference.
2. Roadway Improvements. Developer shall take or shall cause to be taken the following actions to address roadway improvements identified by the City and County as a result of the impacts by the Project ("Roadway Improvements") in order to satisfy concurrency requirements consistent with Chapters 4 and 21 of the City's Land Development Code and Section 72 of the County's Land Development Code:

(a) Proportionate Fair Share. For purposes of this Agreement, the amount of \$102,887.29 referred to herein as "Proportionate Fair Share" as calculated in **Exhibits B and C**, attached hereto and made apart hereof by reference. The Proportionate Fair Share shall be paid as follows: 1) \$84,556.29 shall be paid to the County, as set forth in Exhibit B, and 2) \$18,331.00 shall be paid to the City, as set forth in Exhibit C, prior to the issuance of a final site plan approval letter by the City of Port Orange. Once payment is made, the Developer agrees to waive the right to request a return of the Proportionate Fair Share payment. Nothing contained herein shall be deemed to waive the requirements for site plan approval or an issuance of a concurrency certificate under the City of Port Orange's Land Development Code. If Developer does not pay the Proportionate Fair Share within one year of the date of the execution of this Agreement by all parties hereto, then the Proportionate Fair Share shall be revised based on the applicable Florida Department of Transportation published inflationary rate. The parties agree that construction of the Roadway Improvements shall be constructed as determined by the City and County, as applicable. Nothing herein is intended to alter, reduce or otherwise waive Developer's right to receive impact fee or capacity credits in connection with the Proportionate Fair Share to the extent that Developer would be entitled to receive such credits. Subsequent to payments received by the City and County, Developer shall be entitled to County thoroughfare road impact fee credits against the payment of the Proportionate Fair Share to the County. County impact fee credits issued as detailed in **Exhibit D**. For purposes of road impact fee credits against the payment of the Proportionate Fair Share to the City, Developer specifically waives Developer's right to claim any and all City road impact fee credits, except as such credits may be due pursuant to Section 11, Article II, Chapter 21 of the Land Development Code, City of Port Orange, Florida.

(b) County's Application of Proportionate Share. The parties intend that the County will apply the Proportionate Fair Share for the purpose of installing improvements in the Impact Area. Developer acknowledges that it has no right to direct or claim a right to direct the application of the Proportionate Fair Share to making any specific public roadway infrastructure improvements.

(c) City's Application of Proportionate Share. The parties intend that the City will apply the Proportionate Fair Share for the purpose of installing improvements in the Impact Area. Developer acknowledges that it has no right to direct or claim a right to direct the application of the Proportionate Fair Share to making any specific public roadway infrastructure improvements.

3. Developer Acknowledgement/Waiver. Developer acknowledges that the payment of the Proportionate Fair Share does not release the Developer from payment of any other development or building related fees including impact fees, or such other fees as may be prescribed by law.
4. Timing. The parties agree that construction of the Roadway Improvements shall be constructed as determined by the County of Volusia or the City of Port Orange, whichever jurisdiction shall govern said improvements.
5. Effective Date. The effective date this Agreement shall be the last date upon which the County executes this Agreement.
6. Binding Nature of this Agreement. This Agreement shall inure to the benefit of the parties hereto and the subject property, and shall be binding upon any person, firm, or corporation that may become a subsequent owner, successor in interest or assign, directly or indirectly, of the subject property or any portion thereof.
7. Venue. In the event of any claim, action, litigation or proceeding under this Agreement, venue shall be in Volusia County, State of Florida.
8. Recordation. This Agreement will be recorded in the Public Records of Volusia County, Florida, at Developer's expense.
9. Counterparts. This Agreement may be executed in one or more counterparts, each of which shall be deemed to be an original but all of which together shall constitute one and the same instrument. The electronic (i.e., facsimile or email) transmittal of an executed copy of this Agreement shall be deemed valid as if an original signature was delivered.

[Remainder of Page Intentionally Left Blank]

IN WITNESS WHEREOF, the parties hereto have caused this Agreement to be executed on behalf of the respective entities, their successors and assigns.

Signed, sealed and delivered in the presence of:

COUNTY OF VOLUSIA, a political subdivision of the State of Florida

Witness 1

Jeffrey S. Brower, County Chair

Print Name of Witness 1

Attest

By: _____

Witness 2

George Recktenwald, County Manager

Print Name of Witness 2

STATE OF FLORIDA
COUNTY OF VOLUSIA

The foregoing instrument was acknowledged before me by means of ☐ physical presence or ☐ online notarization this ____ day of _____, 2022 by Jeffrey S. Brower, County Chair of the County of Volusia, Florida, a political subdivision of the State of Florida, on behalf of the County. They are personally known to me and did not take an oath.

Notary Public _____

Printed Name: _____

Commission No. _____

Approved as to form by:

Russ Brown, Assist County Attorney

Date: _____

Signed, sealed and delivered in the presence of: **CITY OF PORT ORANGE**
FLORIDA, a Florida municipal
corporation

Witness 1

Print Name of Witness 1

By: _____
Donald O. Burnette, Mayor

Witness 2

Print Name of Witness 2

Attest: _____
Robin L. Fenwick, MMC, City Clerk

Date: _____

STATE OF FLORIDA
COUNTY OF VOLUSIA

The foregoing instrument was acknowledged before me by means of ☐ physical presence or ☐ online notarization, this ____ day of _____, 2022 by Donald O. Burnette and Robin L. Fenwick, Mayor and City Clerk, respectively, of City of Port Orange, Florida, a chartered municipal corporation, on behalf of the City. They are personally known to me and did not take an oath.

Notary Public

Printed Name:

Commission No. _____

Approved as to form by:

Shannon K. Balmer, Assistant City Attorney

Signed, sealed and delivered in the presence of:

**HPI Self Storage Port Orange, LLC, a
Delaware limited liability company**

[Signature]

By:

[Signature]

Jon Erickson, Vice President

Jonathan Vollinger

Printed Name of Witness 1

J. Soule

Jake Sorrell

Printed Name of Witness 2

Date:

2/17/22

STATE OF
COUNTY OF

Texas
Dallas

The foregoing instrument was acknowledged before me by means of ☒ physical presence or ☐ online notarization, this 17 day of February, 2022, by Jon Erickson, Vice President, of **HPI Self Storage Port Orange, LLC, a Delaware limited liability company**, referred to in this agreement as "Developer," who is personally known or produced identification.

Notary Public

Beth Ann Little

Printed Name:

BETH ANN LITTLE

Commission No.

334702

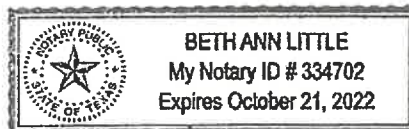
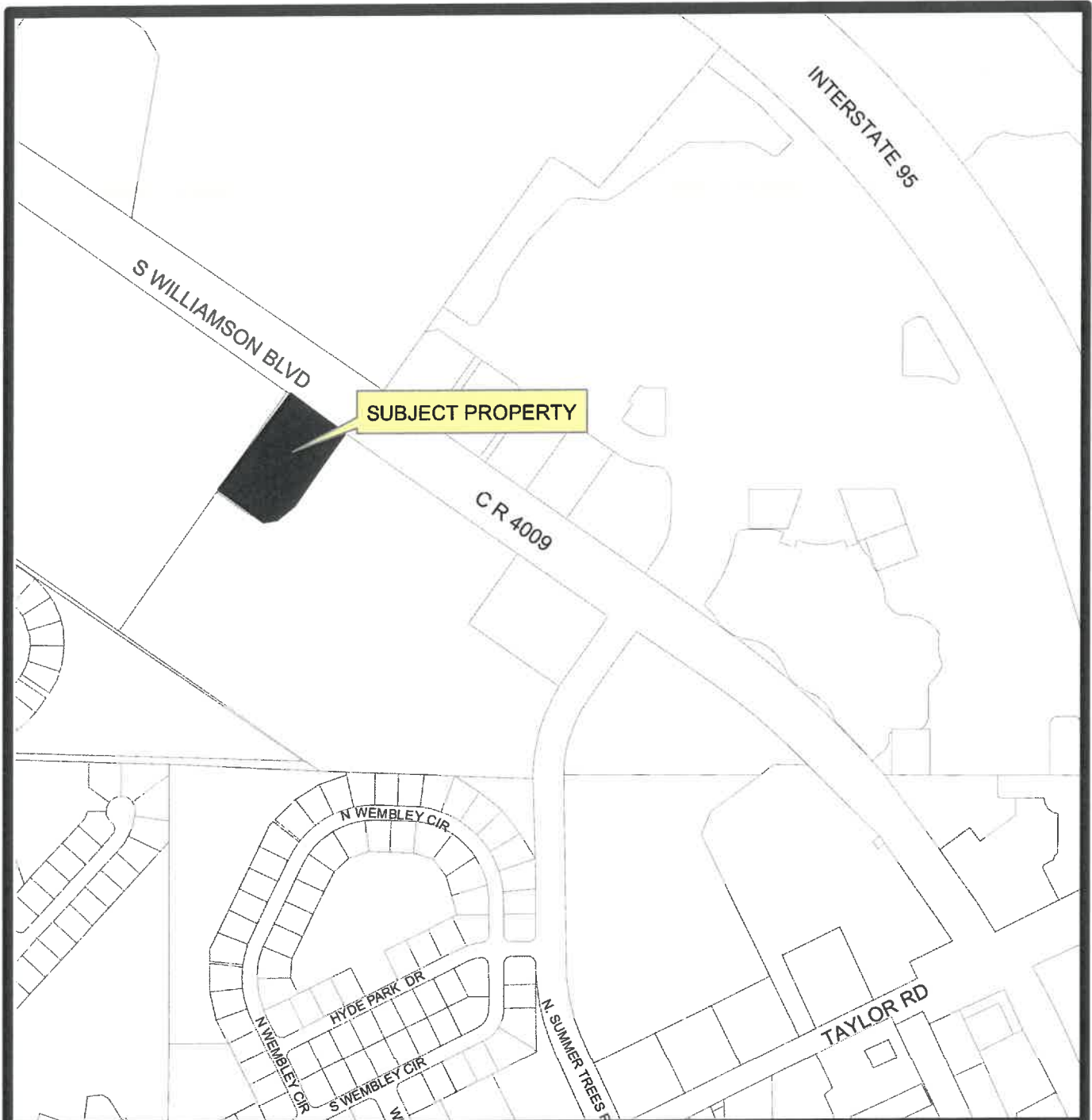


Exhibit A
Legal Description

LOT 2, OF SPRINGS AT PORT ORANGE, ACCORDING TO THE PLAT THEREOF RECORDED IN PLAT BOOK 60, PAGES 20 AND 21, OF THE PUBLIC RECORDS OF VOLUSIA COUNTY, FLORIDA, CONSISTING OF APPROXIMATELY 2.26 ACRES OF LAND LOCATED ON S. WILLIAMSON BOULEVARD, PORT ORANGE, FLORIDA 32128.



LOCATION MAP
PORT ORANGE NEIGHBORHOOD STORAGE
CASE NO. 21-80000011

CITY OF PORT ORANGE
DEPARTMENT OF COMMUNITY DEVELOPMENT



Exhibit B

Proportionate Fair Share Calculation for Volusia County

SEGMENTS		FOOT Cost per Lane Mile ¹	Estimated Lane Length (mile) ²	Improvement	Segment Improvement Costs	Additional Costs ³	Cost + Preliminary Engineering & CEI (25%) ⁴	Project Volume (a)	Unimproved Lane Group Capacity (b)	Improved Lane Capacity (c)	Project Share (d)=(c-b)	Proportionate Share	Comments
Location	From To												
Taylor Road	Dunlawton Ave. to North Pavilion Driveway	Volusia County	0.53	Widen from 2 to 3 lanes (urban)	-	-	\$8,300,000.00	0	1,020	1,989	0.00%	\$0.00	Critical - Deficient in Existing/Background
	Town West Blvd.	Volusia County	0.62	Widen from 2 to 4 lanes (rural)	\$7,083,000.00		\$4,391,460.00	9	1,540	3,410	0.48%	\$21,135.37	Provides Access - Deficient in Existing/Background
	Town West Blvd.	Volusia County	0.85	Widen from 2 to 4 lanes (rural)	\$7,083,000.00	\$10,000,000.00	\$16,070,550.00	4	1,540	3,410	0.21%	\$34,268.56	Critical - Deficient in Existing/Background
Williamson Blvd.	Willow Run Blvd. to Madeline Ave.	Volusia County	0.81	Widen from 2 to 4 lanes (rural)	\$7,083,000.00		\$5,737,230.00	4	1,540	3,410	0.21%	\$12,272.15	Critical - Deficient in Existing/Background
	Madeline Ave. to SR 400/Beverly Rd.	Volusia County	1.70	Widen from 2 to 4 lanes (rural)	-	-	\$10,522,000.00	3	1,540	3,410	0.18%	\$16,880.21	Critical - Deficient in Existing/Background
Segment PS Subtotal:												\$34,556.29	

¹Cost from the 2021 FDOT LRP Cost-per-Mile unless otherwise stated.

²Turn lanes are measured in feet and full cost is based on 300 feet.

³Additional Costs for signal structure modifications = \$300,000.

⁴PE-CEI cost estimated at 25% of segment costs.

Exhibit C – Proportionate Fair Share Calculation for City of Port Orange
Concurrence and Fair-Share Agreement
Transportation Improvement (“TI”)

Development Data:

Development Name:	Port Orange Neighborhood Storage
Site Address:	5404 S Williamson Blvd.
City Case No.	21-80000011
Zoning District	PC-A (Planned Community Agriculture)
TIA Report Date	January 28, 2022
TIA Prepared by:	Kady L. Deering, P.E.
Name of Firm:	LTG Engineering & Planning, Inc.
Est. Date of Impact	2023

Developer:

Corporate Entity	HPI Self Storage Port Orange, LLC, a Delaware limited liability company
Contact Person	Jon Erickson
Mailing Address:	3700 North Capital of Texas Highway, Suite 420, Austin, TX 78746

Land Owner:

Corporate Entity	CBL Port Orange Holdings II MGMT OP PROPCO, LLC
Contact Person	Mark S. Dowst, P.E.
Mailing Address:	CBL Center, Suite 500, 230 Hamilton Place Blvd., Chattanooga, TN 37421-6000

Real Property

Total Acreage:	+/- 2.3 acres
Parcel Number(s):	6318-10-00-0020
Legal Description	Legible real property legal description and sketch attached as EXHIBIT A



Exhibit C – Proportionate Fair Share Calculation for City of Port Orange

Traffic Impact Analysis

Development Name:	Port Orange Neighborhood Storage
City Case No.:	21-80000011
TIA Report Date:	January 28, 2022
TIA Prepared by (Firm):	LTG Engineering & Planning, Inc.
Estimated Date of Impact:	2023

Contribution Calculations: Adjusted January 28, 2022

Impacted Intersections/Road Segments per Transportation Master Concurrency Plan	TI Stage I Reservation Deposit Estimated Cost	TI Stage II Project Cost	TI Stage III Actual Cost	DT/CI Ratio	% of Cost	Contribution Without Multiplier ^[3]	Contribution with Multiplier* ^[3]
Summer Trees Road Extension [1] OR Book 7486 Page 1855	N/A	N/A	\$3,152,938.60	5/860	0.0%	\$0	\$18,331
*Financial Guarantee Multiplier	1.1	1.1	1.0				

Total Fair-Share Contribution

Port Orange FSP \$ 18,331

Fair Share Projects Dunlawton/Taylor at I-95 (PRVCF ORB 5709/4728), Dunlawton/Clyde Morris (PRVCF ORB 5709/4732, and Town West/Williamson (PVRCF 5709/4736) are completed or fully funded

[1] City Project Participant - *Eligible for City trans. impact fee credits*

[2] Per Chapter 4, Section 4 of the LDC, approval to a development project is subject to mitigating adverse impacts to Colusia County owned or maintained segments of Williamson Blvd., Taylor Rd., and intersections per the TIA. The impacts resulting from this project will be mitigated by the developer by making a mitigation payment to Volusia County for the impacts to the Volusia County roads

[3] Rounded up to nearest whole dollar

[4] Project estimate cost per LTG Engineering & Planning Inc. – January 28, 2022

Planning Review:

Date

[Signature] 2-17-22

Finance Review:

Date

[Signature] 2-17-22

Exhibit D

Volusia County Impact Fee Credit Instructions

IMPACT FEE CREDITS

The following steps are required to be able to obtain impact fee credits for PFS payment or construction mitigation improvement:



1. Establish an Impact Fee Credit Account:

- After the PFS payment is made or constructed improvements are complete, contact Engineering & Construction to establish an impact fee credit account and obtain credits. Contact: Storm Kazmierczak (skazmierczak@volusia.org, (386) 736-5967 x12294). Please allow 5-7 business days.
 - For Impact Fee Credits related to PFS Payments, please submit the following supporting documentation to Engineering and Construction:
 - Copy of the project's recorded development agreement
 - Copy of your PFS check and receipt.
 - Completed Volusia County Impact Fee Account Registration form** attached. Registration forms require original signatures. Copies or PDF's will not be accepted.
 -
 - For Impact fee credits related to Constructed Improvements, please submit the following to Engineering & Construction:
 - Copy of the project's recorded development agreement.
 - Actual costs incurred such as executed construction contracts or contractor invoices. Engineers' estimates are not accepted. An itemized tabulation delineating eligible costs is required when contracts or invoices include ineligible items. Note: Eligible costs include design, permitting, right-of-way (if applicable), and construction & CEI.
 - Completed Volusia County Impact Fee Account Registration form**, attached. Registration forms require original signatures. Copies or PDF's will not be accepted.

****Note:** Your Transportation Impact Fee Credit Account is like a bank account. The "List of Person(s) authorized to sign for this account", on the form, will be the people authorized to make withdrawals from your Transportation Impact Fee Credit Account.

2. Allow Staff to Process Information and Make Deposit:

- The submittal will be reviewed by county engineering staff and additional information may be requested of the applicant.
- Engineering & Construction will deliver the original executed Registration Form to County Growth and Resource Management (GRM). Contact: Beth Branton (bbranton@volusia.org, (386) 736-5924, ext. 12097).
- GRM will not accept executed forms from anyone other than Engineering & Construction.
- GRM will establish the Transportation Impact Fee Credit Account and send the applicant an email with instructions on how to pay County Transportation Impact Fees with credits, or if desired, transfer your credits. Please be aware that the county auditor completes audits of transportation impact fee credit files.

For questions regarding the following, please call:

- **Impact Fee Credit Registration** - Storm Kazmierczak at (386) 736-5967, ext. 12294, skazmierczak@volusia.org
- **Impact Fees or Impact Fee Credit Account balance** - Beth Branton at (386) 736-5924, ext. 12097, bbranton@volusia.org.
- **PFS Agreements**, please contact Russ Brown at 386-736-5950 x12947, rbrown@volusia.org
- **PFS payments**, please contact Kristen Vieira at 386-736-5968, ext. 12177, kvieira@volusia.org
- **PFS calculations**, please contact Melissa Winsett at 386-736-5968, ext. 12322, mwinsett@volusia.org



VOLUSIA COUNTY IMPACT FEE ACCOUNT REGISTRATION

Growth and Resource Management - Impact Fees
123 West Indiana Avenue, Room 200
DeLand, FL 32720-4604
TELEPHONE: (386) 736-5924, ext. 12097
E-MAIL: impactfees@volusia.org

Collection Zone _____ I P Account Number _____

NOTE: Credit must be applied to projects within the above zone

PLEASE PRINT OR TYPE

Date: _____

APPLICANT INFORMATION:

Name _____ E-Mail Address _____
Business Name _____
Mailing Address _____
City _____ State _____ Zip _____
() ()
Telephone Number _____ Fax Number _____

Answer the following questions on the subject property:

1. **Physical Address:**

City:

The correct numeric street address for the site must be furnished. If unsure, contact the City or County where the project is located for the correct address.

2. **Property Tax Parcel Number(s):** _____

3. **List of Person(s) authorized to sign complete any/all transactions for this account:****

****ONLY persons listed will be given information or access to the account.**

Printed Name _____	Signature _____
Printed Name _____	Signature _____
Printed Name _____	Signature _____

Signature of Applicant/Property Owner: _____

THIS AREA TO BE COMPLETED BY VOLUSIA COUNTY PERSONNEL

Total credits to be awarded: \$ _____

Proportionate Fair Share Payment: Yes _____ No _____

Date of PFS payment _____ Development Project: _____

Additional Details: _____

Approved by (signature) Tadd Kasbeer, P.E., County Engineer _____
Date



CITY COUNCIL AGENDA ITEM

COUNCIL MEETING DATE 3/1/2022

SUBJECT: (F14) First Reading - Ordinance No. 2022-3 - Amending Section 2-57 - Public Records Management of the Electronic Information System Standards Utilized by City Board Members

DEPARTMENT: City Clerk

GOAL: 6 - Organizational Excellence

RECOMMENDED MOTION: Move to approve Ordinance No. 2022-3.

SUMMARY: In April 2014, Council adopted Ordinance No. 2014-12 establishing standards for the City's electronic information systems (EIS) utilized by City Board Members, which included security items, prohibited activities, and retention and production guidelines for public records created by City Board Members. These standards mirror those established for City employees.

The City Clerk has worked with IT and City Attorney Staff to update the City's General Administration Policy 1-32 relating to EIS for employees and offers this Ordinance update to coincide with Policy 1-32. The proposed changes give the City Board Members the same types of options in retaining public records they create and/or receive in connection with the transaction of official City business, removes references to text messaging on City issued cell phones since board members are not issued City cell phones, and spells out how to handle off-boarding of board members as it relates to public records.

The options for retaining public records created and/or received in connection with the transaction of official City business are to maintain, retain, and produce the public record in accordance with Florida law, submit the public record to their city-issued email account, or submit the public record to the City Clerk's Office.

PRESENTER: Robin Fenwick

ATTACHMENTS:

1.	Ord. No. 2022-3 - EIS for Bd Members	Ord. No. 2022-3 - EIS for Bd Members.docx
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Robin Fenwick	Created/Initiated - 2/7/2022
Jamie Miller	Approved - 2/10/2022
Matthew Jones	Approved - 2/17/2022
Wayne Clark	Approved - 2/18/2022
Robin Fenwick	Final Approval - 2/18/2022

ORDINANCE NO. 2022-3

AN ORDINANCE OF THE CITY OF PORT ORANGE, VOLUSIA, FLORIDA, AMENDING SECTION 2-57 RELATED TO PUBLIC RECORDS MANAGEMENT OF THE ELECTRONIC INFORMATION SYSTEMS UTILIZED BY CITY BOARD MEMBERS; PROVIDING FOR CONFLICTING ORDINANCES; PROVIDING FOR SEVERABILITY AND PROVIDING AN EFFECTIVE DATE.

WHEREAS, the City Council has determined that it is in the best interests of the citizens of the City of Port Orange to amend the standards for board members' use of the City's electronic information system as more particularly set forth hereinafter; and

WHEREAS, for purposes of this ordinance words with underlined (underlined) type shall constitute additions to the original text and words with strikethrough (~~strikethrough~~) type shall constitute deletions from the original text.

NOW, THEREFORE, BE IT ENACTED, by the City Council of the City of Port Orange, Florida as follows:

SECTION 1. The City Council of the City of Port Orange hereby amends Section 2-57 of the City's electronic information system standards for board members of the City of Port Orange Code of Ordinances, as follows:

Section 2-57. Public records management.

(a) Each user of city EIS shall take responsibility for proper retention of and shall retain ~~and deliver to the city clerk~~ emails and text messages sent or received in the furtherance of city business. All members ~~who have been provided a city email account and~~ shall use the city email account ~~in furtherance of~~ when communicating about city business in order to ensure the proper maintenance, and retention ~~and delivery to the city clerk~~ of all public records in accordance with law. All emails ~~and text messages~~ sent or received using a city provided email account ~~or cell phone~~ are subject to public disclosure as required by law. In the event that unavoidable circumstances require an email or text message related to official city business be sent to or received from utilizing a personal email account or personal cell phone, the same shall be properly maintained and retained by the person subject to this policy who sent or received the communication. If the member wishes not to be responsible for the retention and potential production of said public record, the member may immediately forward the communication to the board member's city-issued email account or to cityclerk@port-orange.org within seventy-two (72) hours of being sent or received to ensure for proper maintenance, retention, and production in accordance with law. ~~delivery to the city clerk of the public record.~~ Emails and Ttext messages being preserved pursuant to this ordinance in this manner shall identify the sender, recipient(s), and contents of the message along with the date and time of transmission.

(b) Members are encouraged to use personal email accounts for personal communications. Personal emails are considered those emails sent or received from a private network which are completely personal to the individual in nature and have no

relationship to city operations or official city business, and are not made in connection with the official business of any public body, officer, employee, or board member of the city or persons acting on the city's behalf. The city shall not be held liable for the public release of any email or text message that the member has received or sent from a city provided email account or cell phone.

(c) ~~All emails and text messages made or received in connection with the transaction of official city business, e~~Even emails and text messages from personal email accounts and personal cell phones made or received in connection with the transaction of official city business shall be subject to public disclosure as required by law. It shall be the responsibility of each person subject to this ordinance to retain ~~and to promptly furnish to the city clerk~~ any public record stored on a personal email account or personal cell phone in accordance with this ordinance.

(d) ~~Upon receipt of a member's written request to use a personal email address, the city clerk shall provide a notice to the member's personal email address advising that mail has been sent or received relating to city business. Once no longer serving on a city board, a volunteer's EIS account will be inactivated as part of the off-boarding process. All public records that are not already stored within city EIS shall be provided to the records custodian to be maintained in accordance with applicable law. Each person subject to this policy shall coordinate with the records custodian on the proper handling and disposition of public records in their possession prior to any destruction or disposal of public records.~~

SECTION 2. All ordinances or parts of ordinances in conflict with the provisions of this ordinance are hereby repealed to the extent of such conflict.

SECTION 3. If any provision of this ordinance or the application thereof to any person or circumstance is held invalid, the invalidity shall not affect other provisions or applications of the ordinance which can be given effect without the invalid provision or application, and to this end the provisions of this ordinance are declared severable.

SECTION 4. This ordinance shall take effect immediately upon adoption.

MAYOR DONALD O. BURNETTE

ATTEST:

Robin L. Fenwick, MMC, City Clerk

Passed on first reading on the ____ day of March, 2022.

Passed and adopted on second and final reading on the _____ day of March, 2022.

Reviewed and Approved: _____
Matthew Jones, City Attorney