



**AGREEMENT FOR CLOUD-BASED PERMITTING, PLANNING, LICENSING AND CODE
ENFORCEMENT SYSTEM**

THIS AGREEMENT is entered into this 6 day of February, 2018, by and between the **CITY OF OCALA**, a Florida municipal corporation ("City") and **GOVSENSE, LLC**, a Georgia limited liability company located at 2500 Northwinds Parkway, Alpharetta, Georgia 30009 ("Vendor" or "GovSense").

WHEREAS:

The City of Ocala is in need of an updated cloud-based growth management software system for permit and planning management, contractor license management, code enforcement and GIS integration.

The City evaluated services of three (3) vendors, and GovSense, LLC was selected as the intended awardee for these services.

NOW THEREFORE, in consideration of the matters set forth above (which are incorporated herein by reference), the parties hereto agree as follows:

1. **SERVICES.** Vendor will provide a web-based portal containing data, reports, dashboards, and analytics. Vendor will provide support and maintenance services, consulting, implementation assistance and support for the City as described, and pursuant to the scope of service set forth on the attached **Exhibit A – Scope of Work** and **Exhibit C – Service Level Agreement**.
2. **COMPENSATION.** Payments are based on the pricing set forth in **Exhibit B – Pricing**.
 - A. City shall pay Vendor a total amount of \$146,520 (ONE HUNDRED, FORTY-SIX THOUSAND, FIVE HUNDRED, TWENTY DOLLARS AND 00/100 CENTS) for implementation, paid monthly as services are rendered.
 - B. City shall pay Vendor over the five-year term a total amount of \$135,000 (ONE HUNDRED, THIRTY-FIVE THOUSAND DOLLARS AND 00/100 CENTS) for support and maintenance, payable in equal annual installments of \$27,000.
 - C. Pricing included in this agreement and respective exhibits are exclusive to the City of Ocala, Florida only.
 - D. In support of the platform, the City shall also pay to Oracle America, Inc. a total of \$400,716 (FOUR HUNDRED THOUSAND, SEVEN HUNDRED, SIXTEEN DOLLARS AND 00/100

CENTS) in annual installments of \$80,143.20 over the five-year contract term through another agreement.

3. **TERM & TERMINATION.** This Agreement shall begin on December 31, 2017 and terminate on December 30, 2022. Either party may terminate this Agreement immediately upon default or breach by the other party, if said party remains in default or breach after receiving written notice and fails to cure such default or breach within thirty (30) days of said notice. Termination of this Agreement shall have no effect upon the rights of the parties that accrued prior to termination.
4. **PERFORMANCE EVALUATION.** At the end of the contract, the City may evaluate the Vendor's performance. This evaluation will become public record.
5. **CONTRACT FULFILLMENT.** Vendors who enter into an Agreement with the City of Ocala and fail to complete the contract term, for any reason, will be subject to future bidding suspension for one (1) year, and up to a possible three (3) year bid debarment for serious contract failures.
6. **VENDOR REPRESENTATIONS.**
 - A. The Vendor has examined and carefully studied the Contract Documents and the other related data.
 - B. The Vendor is familiar with and is satisfied as to all Federal, state, and local laws and regulations that may affect cost, progress, and performance of the Work.
 - C. The Contract Documents are generally sufficient to indicate and convey understanding of all terms and conditions for performance and furnishing of the Work.
7. **METHOD OF COMPENSATION.** In consideration for providing the City with the services described in this contract, the City will compensate the Vendor as noted in **Section 2** and detailed in **Exhibit B** as follows:
 - A. The City will pay Vendor for this contract as noted in **Section 2**. Payments will be made monthly for implementation and yearly for support and maintenance. The allowability of compensation sought under this Contract is expressly made subject to the terms of this Contract, and any pertinent Federal and state law.
 - B. Vendor shall invoice the City monthly for ALL work for the preceding calendar month. Invoices for this Agreement will be prepared by Vendor, and submitted through the responsible City Project Manager at: City of Ocala Growth Management Department, Kevin Bogseth, 201 SE 3rd Street, 2nd Floor, Ocala, Florida 34471, kbogseth@ocalafl.org.

Finished work and invoices must be reviewed and agreed upon by City of Ocala Project Manager; this review and agreement shall not be unreasonably withheld, conditioned, or delayed. The City contract number must be listed on the submitted invoice along with an assigned invoice number and invoice date. One original of the invoice should be included with the submission.

- C. The City reserves the right to withhold payment for work not completed, or services completed unsatisfactorily, or work or products deemed inadequate or untimely by the City. Any payment withheld will be released and paid to Vendor promptly when work or products are subsequently performed/delivered to the City's satisfaction.
8. **CUSTOM-DEVELOPED SOFTWARE.** In the event the Vendor develops modifications or custom software ("Developed Software"), the Vendor grants to City a non-exclusive, fully-paid license to use the Developed Software for the term of this Agreement. The use of the Developed Software shall be in accordance with this Agreement or such other written agreement as the Parties may enter into. Maintenance and support for the Developed Software may be obtained from the Vendor on a time and materials basis, as defined in one of more Scopes of Work to be entered into between City and Vendor, pursuant to this Agreement. The Parties understand and agree that the Developed Software is the property of the Vendor, and it shall have sole and exclusive ownership of the software including all copyrights, trademarks and patents.
9. **INTELLECTUAL PROPERTY OWNERSHIP.** Vendor uses proprietary software, knowledge and other items that together embody Vendor's intellectual property. Vendor and its licensors own the software, reports and all associated intellectual property. City shall retain ownership of City information and intellectual property rights associated with such City information. The Vendor owns the intellectual property associated with all the content in the reports, including all information, artwork, text, trademarks, trade dress and report formatting. Vendor grants City a non-exclusive, non-transferable, royalty-free license to access and use the reports for its internal business purposes during the term of this agreement.
10. **INTELLECTUAL PROPERTY RIGHTS.** In the course of performing its duties under this Agreement, Vendor may use enhancements, discoveries, processes, methods, designs and know-how, whether or not copyrightable or patentable, which the Vendor conceived during the course of other consulting engagements. In addition, the Vendor may independently develop enhancements, processes, methods, designs or know-how during the term of this Agreement, and City acknowledges that the Vendor may use such enhancements, processes, methods, designs or know-how in its business operations with other clients. Vendor and City understand

and agree that custom-developed enhancements, processes, methods, designs, know-how or other such similar matters are the property of the Vendor and it shall have sole ownership of all such matters, including copyrights trademarks and patents.

11. **USER SUBSCRIPTIONS.** City agrees that services are purchased as user subscriptions and may be accessed by no more than one (1) user. Additional user subscriptions may be added during the contract term at the same pricing as that for the pre-existing subscriptions, prorated for the remainder of the term in effect at the time the additional user subscriptions are added. Such additional user subscriptions shall terminate on the same date as the pre-existing subscriptions. User subscriptions are for designated users only, and cannot be shared or used by more than one user concurrently.
12. **HOSTING COMPATIBILITY.** City represents and warrants that it understands GovSense is a NetSuite cloud service, and that City must have a NetSuite license to use the GovSense product. City is responsible for obtaining such NetSuite license, and does not hold the Vendor responsible for supporting GovSense on any other cloud service platform.
13. **CLIENT INFORMATION.** City represents and warrants that, during the term of this Agreement, City holds all rights and permissions necessary to provide information to Vendor for the uses specified in this Agreement. City is responsible for the accuracy, integrity and completeness of information provided to Vendor.
14. **INSPECTION AND ACCEPTANCE.** All services provided under this Agreement are subject to inspection and acceptance upon receipt or completion by an authorized representative of City. Payment shall not be authorized until the services have been received, accepted, and properly invoiced.
15. **MISCELLANEOUS INSURANCE PROVISIONS.**
 - A. Insurance Requirements. These insurance requirements shall not relieve or limit the liability of Vendor. The City does not in any way represent that these types or amounts of insurance are sufficient or adequate to protect Vendor's interests or liabilities, but are merely minimums. No insurance is provided by the City under this contract to cover Vendor. No work shall be commenced under this contract until the required Certificate(s) have been provided. Work shall not continue after expiration (or cancellation) of the Certificate and shall not resume until new Certificate(s) have been provided. Insurance written on a "Claims Made" form is not acceptable without City of Ocala Risk Management consultation.

- B. Deductibles. Vendor's deductibles/self-insured retentions shall be disclosed to the City and may be disapproved by the latter. Vendor is responsible for the amount of any deductible or self-insured retention.
- C. Certificates. Vendor shall provide a Certificate of insurance, issued by an agency authorized to do business in the State of Florida and with an A.M. Best rating* of at least an A, showing the "City of Ocala" as an Additional Insured for General Liability, and Business Automobile Liability insurance. The City of Ocala, Procurement Department, 110 SE Watula Ave, Ocala, FL 34471 should be shown as the Certificate Holder, and for providing for required thirty (30) day cancellation notice.

*Non-rated insurers must be pre-approved by the City Risk Manager.

- D. Failure to Maintain Coverage. In the event Vendor fails to disclose each applicable deductible/self-insured retention or obtain or maintain in full force and effect any insurance coverage required to be obtained by Vendor under this Agreement, Vendor shall be considered to be in default of this Agreement.
- E. Severability of Interests. Vendor shall arrange for its liability insurance to include General Liability, Business Automobile Liability, and Excess/Umbrella Insurance, or be endorsed to include, a severability of interests/cross liability provision, so that the "City of Ocala" (where named as an additional insured) will be treated as if a separate policy were in existence, but without increasing the policy limits.

16. **LIABILITY INSURANCE.** Vendor shall procure and maintain for the life of this contract Commercial General Liability Insurance with limits not less than:

- A. \$1,000,000 each occurrence and \$2,000,000 aggregate for Bodily Injury, Property Damage and Personal and Advertising Injury;
- B. \$1,000,000 each occurrence and \$2,000,000 aggregate for Products and Completed Operations;
- C. Commercial General Liability policy must include coverage for Contractual Liability.

The City, a political subdivision of the State of Florida, its officials, employees, and volunteers will be covered as an additional insured with a CG 20 26 04 13 Additional Insured – Designated Person or Organization Endorsement or similar endorsement providing equal or broader Additional Insured Coverage regarding liability arising out of activities performed by or on behalf of Vendor. The coverage shall contain no special limitation on the scope of protection afforded to the City, its officials, employees, or volunteers.

17. **BUSINESS AUTO LIABILITY.** Vendor shall procure and maintain Automobile Insurance for the life of this contract. Coverage must be afforded for all Owned, Hired, Scheduled, and Non-Owned vehicles for Bodily Injury and Property Damage in an amount not less than \$1,000,000 combined single limit each accident. The City must be an additional insured on the policy.
18. **WORKERS' COMPENSATION AND EMPLOYER'S LIABILITY.** Vendor shall procure and maintain for the life of this contract Workers' Compensation insurance, and Employer's Liability at statutory requirement limits. Vendor shall ensure any subcontractor has statutory coverage. The City of Ocala need not be named as an additional insured, but a subrogation waiver endorsement is required. Exceptions and exemptions will be allowed by the City's HR/Risk Director, if they are in accordance with Florida Statute.
19. **E-VERIFY.** In accordance with Executive Order 11-116, Vendor shall utilize the U.S. Agency of Homeland Security's E-Verify system, <https://e-verify.uscis.gov/emp>, to verify the employment eligibility of all employees hired during the term of this Agreement. Vendor shall also require all subcontractors performing work under this Agreement to utilize the E-Verify system for any employees they may hire during the term of this Agreement.
20. **SAFETY/ENVIRONMENTAL.** Vendor is responsible always for precautions to achieve the protection of all persons including employees and property. The Vendor shall make special effort to detect hazardous conditions and shall take prompt action where necessary to avoid accident, injury or property damage. EPA, DEP, OSHA, and all other applicable safety laws and ordinances shall be followed as well as American National Standards Institute Safety Standards. All hazardous spills, accidents, injuries or claims or potential claims shall be reported promptly to the City Risk Management Department.
21. **INDEPENDENT CONTRACTOR STATUS.** City expressly acknowledges the Vendor is an independent contractor. Nothing in this Agreement is intended, nor shall be construed, to create an agency relationship, a partner or partnership, an employer/employee relationship, a joint venture relationship, or any other relationship allowing the City to exercise control or discretion over the manner or method by which Vendor performs hereunder.
22. **ACCESS TO FACILITIES.** City will provide Vendor with access to the Facilities to permit Vendor to meet its obligations hereunder.
23. **ASSIGNMENT.** Neither party may assign this Agreement or the rights and obligations thereunder to any third party without the prior express written approval of the other party, which shall not be unreasonably withheld.

24. **NON-EXCLUSIVITY.** Nothing herein is intended nor shall be construed as creating any exclusive arrangement with Vendor. This Contract shall not restrict City from acquiring similar, equal or like goods and/or services, or executing additional contracts from other entities or sources.
25. **PUBLIC RECORDS.** The Vendor shall comply with all applicable provisions of the Florida Public Records Act, Chapter 119, Florida Statutes. Specifically, the Vendor shall:
- A. Keep and maintain public records required by the public agency to perform the service.
 - B. Upon request from the public agency's custodian of public records, provide the public agency with a copy of the requested records or allow the records to be inspected or copied within a reasonable time at a cost that does not exceed the cost provided in Chapter 119, Florida Statutes, or as otherwise provided by law.
 - C. Ensure that public records that are exempt or confidential and exempt from public records disclosure requirements are not disclosed except as authorized by law for the duration of the contract term and following completion of the contract if the vendor does not transfer the records to the public agency.
 - D. Upon completion of the contract, transfer, at no cost, to the public agency all public records in possession of the vendor or keep and maintain public records required by the public agency to perform the service. If the vendor transfers all public records to the public agency upon completion of the contract, the vendor shall destroy any duplicate public records that are exempt or confidential and exempt from public records disclosure requirements. If the vendor keeps and maintains public records upon completion of the contract, the vendor shall meet all applicable requirements for retaining public records. All records stored electronically must be provided to the public agency, upon request from the public agency's custodian of public records, in a format that is compatible with the information technology systems of the public agency.

IF THE VENDOR HAS QUESTIONS REGARDING THE APPLICATION OF CHAPTER 119, FLORIDA STATUTES, TO THE VENDOR'S DUTY TO PROVIDE PUBLIC RECORDS RELATING TO THIS CONTRACT, CONTACT THE CUSTODIAN OF PUBLIC RECORDS AT: CITY OF OCALA, OFFICE OF THE CITY CLERK; 352-629-8266; E-mail: clerk@ocalafl.org; City Hall, 110 SE Watula Avenue, Ocala, FL 34471.

26. **TAX EXEMPTION.** City is exempt from all federal excise and state sales taxes (State of Florida Consumer's Certification of Exemption 85-8012621655C-9). The City's Employer Identification Number is 59-60000392. Vendor doing business with City will not be exempted from paying sales tax to its suppliers for materials to fulfill contractual obligations with the City, nor will Vendor be authorized to use City's Tax Exemption Number for securing materials listed herein.
27. **EXCESS FUNDS.** Any party receiving funds paid by City under this Agreement shall promptly notify City of any funds erroneously received upon the discovery of such erroneous funds receipt. Any such excess funds shall be refunded to City within thirty (30) days, or must include interest calculated from the date of the erroneous payment or overpayment at the interest rate for judgments at the highest rate as allowed by law.
28. **AUDIT.** Vendor shall comply and cooperate immediately with any inspections, reviews, investigations, or audits relating to this Agreement as deemed necessary by the Florida Office of the Inspector General, the City's Internal or External auditors or by any other Florida official with proper authority.
29. **PUBLICITY.** Vendor shall not use City's name, logo, seal or other likeness in any press release, marketing materials, or other public announcement without City's prior written approval.
30. **CONFLICT OF INTEREST.** Vendor must have disclosed with the submission of their bid, the name of any officer, director, or agent who may be employed by the City. Vendor must disclose the name of any City employee who owns, directly or indirectly, any interest in Vendor or any affiliated business entity. Any additional conflicts of interest that may occur during the contract term must be disclosed to the City of Ocala Procurement Department.
31. **NON-DISCRIMINATORY EMPLOYMENT PRACTICES.** During the performance of the contract, the Vendor agrees to not discriminate against any employee or applicant for employment because of race, color, religion, ancestry, national origin, sex, pregnancy, age, disability, marital status, familial status, sexual orientation or veteran status and will take affirmative action to ensure that an employee or applicant is afforded equal employment opportunities without discrimination. Such action shall be taken with reference to, but not limited to: recruitment, employment, termination, rates of pay or other forms of compensation and selection for training or retraining, including apprenticeship and on-the-job training.
32. **PUBLIC ENTITY CRIMES.** Vendor on its behalf and its affiliates agrees and affirms that it has not been placed on the convicted vendor list following a conviction of a public entity crime as provided for in Section 287.133(2)(a), Florida Statutes, which states that a person or affiliate who

has been placed on the convicted vendor list following a conviction for public entity crime may not submit a bid on a contract to provide any goods or services to a public entity, may not submit a bid on a contract with a public entity for the construction or repair of a public building or public work, may not submit bids on leases or real property to a public entity, may not be awarded or perform work as a contractor, supplier, subcontractor, or consultant under a contract with any public entity, and may not transact business with any public entity in excess of the threshold amount provided in Section 287.017, for CATEGORY TWO, for a period of 36 months from the date of being placed on the convicted vendor list.

33. **DEFAULT.** This Agreement is critical to the City and the City reserves the right to immediately cancel either in whole or in part any portion of this Agreement due to failure of the Vendor to carry out any obligation, term, or condition of the Agreement. The City will issue a written notice of default effective immediately and not deferred by any interval of time. Default shall be any act or failure to act on the part of the Vendor including, but not limited to, any of the following:
- A. Vendor fails to adequately perform the services set forth in the specifications of the Agreement;
 - B. The Vendor provides material that does not meet the specifications of the Agreement;
 - C. Vendor fails to complete the work required within the time stipulated in the Agreement; and
 - D. Vendor fails to make progress in the performance of the Agreement and/or gives the City reason to believe that the Vendor will not or cannot perform to the requirements of the Agreement.
34. **REMEDIES/OPPORTUNITY TO CURE.** If Vendor defaults on any provision of this Agreement, City may, at its sole discretion, give written notice to Vendor detailing Vendor's violations and giving Vendor an opportunity to cure the default. If such violation is not corrected to the reasonable satisfaction of City within the time required by the City to cure the default, after the date of notice of violation, the City may, without further notice, declare Vendor to be in breach of this Agreement and pursue all remedies available at law or equity, including termination of this Agreement without further notice and all rights of vendor hereunder.

Notwithstanding City's termination of the Agreement, Vendor shall remain liable to City for damages, costs, or attorney's fees arising prior to such termination. In case of default, the City reserves the right to hire another vendor to complete the required work in accordance with the needs of the City. City may recover any actual excess costs from the Vendor by: (a) Deduction from an unpaid balance, or (b) Any other remedy as provided by law.

35. **NON-FUNDING.** In the event sufficient budgeted funds are not available or depleted, City shall notify the Vendor of such occurrence and contract shall terminate without penalty or expense to the City.
36. **WAIVER.** The failure or delay of any party at any time to require performance by another party of any provision of this Agreement, even if known, shall not affect the right of such party to require performance of that provision or to exercise any right, power or remedy hereunder. Any waiver by any party of any breach of any provision of this Agreement should not be construed as a waiver of any continuing or succeeding breach of such provision, a waiver of the provision itself, or a waiver of any right, power or remedy under this Agreement. No notice to or demand on any party in any circumstance shall, of itself, entitle such party to any other or further notice or demand in similar or other circumstances.
37. **FORCE MAJEURE.** Neither party shall be responsible for damages or delays caused by Force Majeure or other events beyond the reasonable control of the party and which could not reasonably have been anticipated or prevented.
- For purposes of this Agreement, Force Majeure includes, but is not limited to, war, terrorism, riots, epidemics, fire, acts of nature, strikes, lockouts, court orders, and acts, orders, laws, or regulations of the government of the United States or the several states, prohibiting or impeding any party from performing its respective obligations under the contract.
- If Force Majeure occurs, the parties shall mutually agree on the terms and conditions upon which services may continue. Should Vendor be delayed in the commencement, performance, or completion of the Work due to any of the conditions under this section, Vendor shall be entitled to an extension of time only, provided however, that in no event shall Vendor be entitled to any increased costs, additional compensation, or damages of any type resulting from such Force Majeure delays.
38. **SEVERABILITY OF ILLEGAL PROVISIONS.** Wherever possible, each provision of this Agreement shall be interpreted in such a manner as to be effective and valid under the applicable law. Should any portion of this Agreement be declared invalid for any reason, such declaration shall have no effect upon the remaining portions of this Agreement.
39. **INDEMNITY.** Vendor shall indemnify City and its elected officials, employees and volunteers against, and hold City and its elected officials, employees and volunteers harmless from, all damages, claims, losses, costs, and expenses, including reasonable attorneys' fees, which City or its elected officials, employees or volunteers may sustain, or which may be asserted against City

or its elected officials, employees or volunteers, arising out of the activities contemplated by this Agreement including, without limitation, harm or personal injury to third persons during the term of this Agreement to the extent attributable to the actions of Vendor, its agents, and employees.

40. **NO WAIVER OF SOVEREIGN IMMUNITY.** Nothing herein is intended to waive sovereign immunity by the City to which sovereign immunity may be applicable, or of any rights or limits of liability existing under Florida Statute § 768.28. This term shall survive the termination of all performance or obligations under this Agreement and shall be fully binding until any proceeding brought under this Agreement is barred by any applicable statute of limitations.
41. **NOTICES.** All notices, certifications or communications required by this Agreement shall be given in writing and shall be deemed delivered when personally served, or when received if by facsimile transmission with a confirming copy mailed by registered or certified mail, postage prepaid, return receipt requested. Notices can be concurrently delivered by email. All notices shall be addressed to the respective parties as follows:

If to Vendor:

GovSense, LLC
Paul Cammisa
2500 Northwinds Pkwy., Suite 280
Alpharetta, GA 30009
Phone: 678-367-0327
Email: paul@govsense.com

If to City of Ocala:

Tiffany Kimball, Contracting Officer
110 SE Watula Avenue, 3rd Floor
Ocala, Florida 34471
Phone: 352-629-8366
Fax: 352-690-2025
Email: tkimball@ocalafl.org

Copy to:

Patrick G. Gilligan, Esquire
Gilligan, Gooding, Franjola & Batsel, P.A.
1531 SE 36th Avenue
Ocala, Florida 34471
Phone: 352-867-7707
Fax: 352-867-0237
Email: pgilligan@ocalalaw.com

42. **ATTORNEYS' FEES.** If any civil action, arbitration or other legal proceeding is brought for the enforcement of this Agreement, or because of an alleged dispute, breach, default or misrepresentation in connection with any provision of this Agreement, the successful or prevailing party shall be entitled to recover reasonable attorneys' fees, sales and use taxes, court costs and all expenses reasonably incurred even if not taxable as court costs (including, without limitation, all such fees, taxes, costs and expenses incident to arbitration, appellate, bankruptcy and post-judgment proceedings), incurred in that civil action, arbitration or legal proceeding, in addition to any other relief to which such party or parties may be entitled. Attorneys' fees shall include, without limitation, paralegal fees, investigative fees, administrative costs, sales and use taxes and all other charges reasonably billed by the attorney to the prevailing party.
43. **JURY WAIVER.** IN ANY CIVIL ACTION, COUNTERCLAIM, OR PROCEEDING, WHETHER AT LAW OR IN EQUITY, WHICH ARISES OUT OF, CONCERNS, OR RELATES TO THIS AGREEMENT, ANY AND ALL TRANSACTIONS CONTEMPLATED HEREUNDER, THE PERFORMANCE HEREOF, OR THE RELATIONSHIP CREATED HEREBY, WHETHER SOUNDING IN CONTRACT, TORT, STRICT LIABILITY, OR OTHERWISE, TRIAL SHALL BE TO A COURT OF COMPETENT JURISDICTION AND NOT TO A JURY. EACH PARTY HEREBY IRREVOCABLY WAIVES ANY RIGHT IT MAY HAVE TO A TRIAL BY JURY. NEITHER PARTY HAS MADE OR RELIED UPON ANY ORAL REPRESENTATIONS TO OR BY ANY OTHER PARTY REGARDING THE ENFORCEABILITY OF THIS PROVISION. EACH PARTY HAS READ AND UNDERSTANDS THE EFFECT OF THIS JURY WAIVER PROVISION.
44. **GOVERNING LAW.** This Agreement is and shall be deemed to be a contract entered and made pursuant to the laws of the State of Florida and shall in all respects be governed, construed, applied and enforced in accordance with the laws of the State of Florida.
45. **JURISDICTION AND VENUE.** The parties acknowledge that a majority of the negotiations, anticipated performance and execution of this Agreement occurred or shall occur in Marion County, Florida. Any civil action or legal proceeding arising out of or relating to this Agreement shall be brought only in the courts of record of the State of Florida in Marion County or the United States District Court, Middle District of Florida, Ocala Division. Each party consents to the exclusive jurisdiction of such court in any such civil action or legal proceeding and waives any objection to the laying of venue of any such civil action or legal proceeding in such court and/or the right to bring an action or proceeding in any other court. Service of any court paper

may be effected on such party by mail, as provided in this Agreement, or in such other manner as may be provided under applicable laws, rules of procedures or local rules.

46. **REFERENCE TO PARTIES.** Each reference herein to the parties shall be deemed to include their successors, assigns, heirs, administrators, and legal representatives, all whom shall be bound by the provisions hereof.
47. **MUTUALITY OF NEGOTIATION.** Vendor and City acknowledge that this Agreement is a result of negotiations between Vendor and City, and the Agreement shall not be construed in favor of, or against, either party because of that party having been more involved in the drafting of the Agreement.
48. **SECTION HEADINGS.** The section headings herein are included for convenience only and shall not be deemed to be a part of this Agreement.
49. **RIGHTS OF THIRD PARTIES.** Nothing in this Agreement, whether express or implied, is intended to confer any rights or remedies under or because of this Agreement on any persons other than the parties hereto and their respective legal representatives, successors and permitted assigns. Nothing in this Agreement is intended to relieve or discharge the obligation or liability of any third persons to any party to this Agreement, nor shall any provision give any third persons any right of subrogation or action over or against any party to this Agreement.
50. **AMENDMENT.** No amendment to this Agreement shall be effective except those agreed to in writing and signed by both parties to this Agreement.
51. **COUNTERPARTS.** This Agreement may be executed in counterparts, each of which shall be an original and all of which shall constitute the same instrument.
52. **ELECTRONIC SIGNATURE(S).** Vendor, if and by offering an electronic signature in any form whatsoever, will accept and agree to be bound by said electronic signature to all terms and conditions of this Agreement. Further, a duplicate or copy of the Agreement that contains a duplicated or non-original signature will be treated the same as an original, signed copy of this original Agreement for all purposes.
53. **ENTIRE AGREEMENT.** This Agreement, including exhibits, (if any) constitutes the entire Agreement between the parties hereto with respect to the subject matter hereof. There are no other representations, warranties, promises, agreements or understandings, oral, written or implied, among the Parties, except to the extent reference is made thereto in this Agreement. No course of prior dealings between the parties and no usage of trade shall be relevant or

admissible to supplement, explain, or vary any of the terms of this Agreement. No representations, understandings, or agreements have been made or relied upon in the making of this Agreement other than those specifically set forth herein.

54. **CONTRACT DOCUMENTS.** The contract documents that comprise the entire Agreement between the City and Vendor are made a part hereof, and are listed as exhibits. There are no contract documents other than those listed below. If there is a conflict in terms between this Agreement and the contract documents, then the terms of this Agreement will control over the terms of the contract documents listed below.

If there is a conflict within the exhibits regarding scope of service, the order of precedence is as follows: (1) Exhibit A, (2) Exhibit B, then (3) Exhibit C.

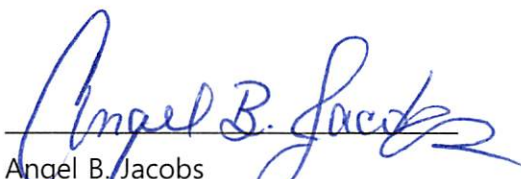
- Exhibit A: Scope of Work (A-1 through A-14)
- Exhibit B: Pricing (B-1 through B-5)
- Exhibit C: Service Level Agreement (C-1 through C-2)

55. **LEGAL AUTHORITY.** Each person signing this Agreement on behalf of either party individually warrants that he or she has full legal power to execute this Agreement on behalf of the party for whom he or she is signing, and to bind and obligate such party with respect to all provisions contained in this Agreement.

IN WITNESS WHEREOF, the parties have executed this Agreement on the date set forth above.

ATTEST:

CITY OF OCALA


 Angel B. Jacobs
 City Clerk


 Matthew J. Wardell
 City Council President

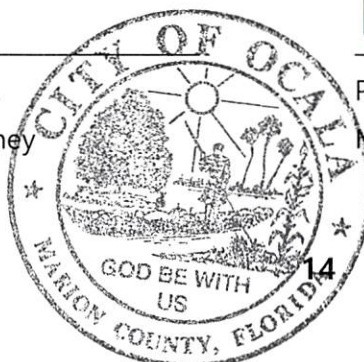
Approved as to form and legality:

GOVSENSE, LLC


 Robert W. Batsel, Jr.
 Assistant City Attorney

DocuSigned by:

 D7A385B7CAF7449
 Paul Cammisa
 Managing Partner



ACCEPTED BY CITY COUNCIL

 DATE
 OFFICE OF THE CITY CLERK

Reference

GovSense's Professional Services organization ("PS") proposes the following implementation services package ("Services") for the City of Ocala, Florida ("Client").

Objective

Pursuant to this Statement of Work ("SOW"), PS will implement the GovSense Land Management Software and as specified herein (collectively the "System"), for Client. The System will be implemented to operate on an outsourced, Software as a Service basis. The implementation project is designed to help Client configure and realize the full value of the GovSense's Land Management software. Using our proven Project Methodology, our PS team will work hand-in-hand with the Client project team to evaluate requirements and configure the system as specified in this Statement of Work.

Solution Overview

Our summary understanding of the solution scope determined mutually by PS and Client:

In scope Applications, Solutions, and Implementation Services

- Core configuration including Organization Administration and GL Fee Impact
- Local Government Planning, Permitting & Inspections, Contractor Licensing, and Code Enforcement
- Planning Application Types, Statuses and Fees
- Permit Types, Work Classifications, Statuses, and Fees
- Contractor License Types, Statuses, Fees, and Renewals
- Inspection Types, Statuses, and Fees
- Centralized Project Management
- Code Case Types, Statues, Letter / Email Templates, Site Visits, and Fines
- Reporting
- Migrating configuration from sandbox to production
- Historical Planning, Permit and Inspection, Contractor Licensing, and Code Enforcement Data from one consolidated data source
- On-Site and Offsite Setup Review, Training, and Go-Live Support
- ESRI WebGIS platform plugin
 - Integration through web services via ArcGIS server and ArcGIS Online
- Flat file or API-driven integration to financial solution
- Real-time, bi-directional, API-driven integration to ProjectDox by Avolve
- Post Go-Live Support

Out of scope Applications, Solutions, and Implementation Services

- Custom Integrations not defined in this Statement of Work
- General Ledger, Accounts Payable & Accounts Receivable
- Budgeting & Forecasting
- Asset Management
- Utility Billing

Scope of Project

Detailed below are the services and deliverables the PS team will be delivering for this project.

GovSense Environment

PS will configure the Client's GovSense environment and will include the following components as applicable:

Planning Management

Setup and Configuration

- | | |
|--|--|
| <ul style="list-style-type: none">• Manage Unlimited Planning Application Processes, Fees, and Workflow• Schedule and Manage Hearings, Meetings, and Public Events• Assign, Route, and Manage Tasks through the Planning Lifecycle | <ul style="list-style-type: none">• Gain visibility through Project Templates, Cost Management and Customer Profiles• Real-time dashboards with key metrics and reports snapshots |
|--|--|

Permit Management

Setup and Configuration

- | | |
|---|--|
| <ul style="list-style-type: none">• Manage Unlimited Permit Application Processes, Fees, and Workflows• Assign, Route, and Manage Tasks through the Project & Plan Check Lifecycle• Define Hold, Conditions and Bonds | <ul style="list-style-type: none">• Manage Projects, Subdivisions, and Location Driven Decisions• Real-time dashboards with key metrics and reports snapshots |
|---|--|

License Management

Setup and Configuration

- | | |
|--|--|
| <ul style="list-style-type: none">• Manage Unlimited Licenses Types, Fee Schedules, Statuses, and Approvals• Auto-generate renewals, emails, and payment workflows• Manage holds, alerts, and external communication | <ul style="list-style-type: none">• Real-time dashboards with key metrics and report snapshots |
|--|--|

Code Enforcement*Setup and Configuration*

- | | |
|---|---|
| <ul style="list-style-type: none">• Manage Unlimited Case Types, workflows, and stages• Auto-generate notices, emails and letters• Manage holds, alerts, and external communication cadence | <ul style="list-style-type: none">• Store Municipal Code for easy reference• Online complaint management forms and email to case functionality• Real-time dashboards with key metrics and reports snapshots |
|---|---|

Inspection Management*Setup and Configuration*

- | | |
|---|---|
| <ul style="list-style-type: none">• Manage Unlimited Inspection Types, Workflows, and statuses• Easily accept requests and assign through automation or live edit• Manage holds, alerts, and automated emails and text messages | <ul style="list-style-type: none">• Automated re-inspection scheduling and fee calculations• Real-time dashboards with key metrics and reports snapshots |
|---|---|

Third Party Integrations*Setup and Configuration*

- | | |
|---|--|
| <ul style="list-style-type: none">• ESRI Web GIS Platform Plug-in Integration through web services via ArcGIS Server and ArcGIS Online• Project Dox-Avolve Software- Real-time, bi-directional and API-drive integration | <ul style="list-style-type: none">• Microsoft Exchange |
|---|--|

Requirements Document ("RD")

PS will assemble a document herein called 'RD' as part of the Analyze Phase of this project that will outline the Client's processes and other detail requirements defined in the Solution Overview and Customer Requirements sections of this Statement of Work. The RD will be used to configure the System as agreed upon by Client and GovSense prior to beginning any work in Client's Sandbox environment.

Key Assumptions

- Client delays or changes to the agreed implementation schedule may delay the project go-live date.
- Client will assign a dedicated project team that will remain intact for the life of the project.
- Client is responsible for providing timely and accurate Information, attending meetings, and working with the PS team requiring Client's input.
- Client will provide access to Subject Matter Experts (SMEs) in a timely manner to contribute to the system design and system configuration validation.
- Client is responsible for performing all data cleansing and legacy system data mapping, accurately populating all data templates for uploading into GovSense according to the templates provided.
- Reporting is limited to the standard reports included in the GovSense application unless otherwise noted in this Statement of Work. Customization of the standard reports and creation of new reports is not included unless otherwise noted in this Statement of Work.
- Leading best practices will be provided throughout this Implementation.
- Creation of Dashboards, saved searches, custom reporting, and/or importing of data from legacy systems is ultimately the responsibility of the client. PS team will demonstrate how to build dashboards, create custom reports, and saved searches. PS team will also provide templates to the client for importing of data.
- System configurations and approval workflows are limited to the configuration options available within the standard GovSense application as of the signed Statement of Work date. Any functionality not in the product is out of scope unless otherwise noted in this Statement of Work. Implementing additional future functionality once generally available in the product may require additional services and costs.
- Twice a year, Oracle-NetSuite & GovSense releases upgrades to the software at no cost to the client
- Client-specific process documentation and Client-specific user documentation is in scope and the responsibility of the Client unless otherwise noted in this Statement of Work.

- If onsite visits are requested for this implementation, Client understands additional hours and travel related costs will be incurred in addition to this Statement of Work.
- If it is determined during the Analyze Phase that the requirements have varied in such a way as to have a material impact on the scope of work and/or costs set forth herein, a Change Request or additional Statement of Work may be required to deliver the change in requirements.

Project Responsibilities

PS Responsibilities

PS will designate a single point of contact to serve as the PS Project Manager, and to be Client's primary contact with PS. The PS Project Manager will be responsible for the overall project delivery including:

- Management of scope
- Planning, Scheduling, and Project Controls
- Conducting Status Meetings
- Preparing Status Reports
- Complete PS's activities as specified in this Statement of Work

Client Responsibilities

Client will assign single points of contact as Client's Project Coordinators and be PS's primary contact with Client. Client's Project Coordinators will have full authority to act on behalf of Client with respect to:

- Identifying appropriate decision and signatory authority, and make available as needed;
- Managing Client's deliverables for the project;
- Reviewing, accepting, and approving project deliverables
- Authorizing payments to PS;
- Facility and meeting coordination at Client's site
- Arranging meetings;
- Interfacing with PS to ensure there is an efficient exchange of Information and that important and timely decisions are made; and
- Complete Client's activities as specified in this Statement of Work.

Statement of Work Change Control

Any changes material in nature (10% of the total hours stated below) to this Statement of Work must be mutually agreed upon by both PS and Client. No verbal agreement between persons involved in the Project will be binding on either PS or Client. Mutually acceptable changes in the scope of work and adjustments in schedule and price will be incorporated as a modification to this Statement of Work or may become the basis of a new, follow-on Statement of Work.

The generic approval process for change requests is as follows:

- A requirement for change is identified and documented
- The requested change is reviewed and agreed to by the appropriate parties.
- An amendment to the Statement of Work is composed, negotiated and mutually agreed to by Client and PS.
- The amendment is incorporated into the Statement of Work and implemented.

Implementation Overview

GovSense has a passion for consulting and improving best practices as well as overall process improvement. With each engagement, GovSense provides an executive sponsor, project manager, business analyst and a customer success manager. Other team members may participate when their background may be leveraged to benefit the project, but the intention is that four primary team members will stay in place for the life of the project.

At GovSense, we use a proven and strategic approach to implementations. GovSense's Professional Services (PS) project team follows an implementation approach that teams the PS project team with the Client project team. This implementation methodology is a framework of phases, tasks, and milestone dates based on best practices and PS's depth of experience. GovSense and Client will work together during the engagement to ensure a successful on-time and on-budget implementation. GovSense has provided a simple overview of the phases of the implementation below:

Implementation Methodology

Initiate	Analyze	Design	Configure	Validate	Deploy	Optimize
Define Project Charter	Analyze Business Processes	Define Solution Design	Configure Application	Prepare Test Plan	Prepare & Train Users	Review Project Success
Project Kickoff	Identify Business Process Gaps	Design Customization(s)	Develop Customization(s)	Execute Tests	Migrate Source Data	Transition to Support
Train Project Team	Document Business Requirements	Design Integration(s)	Develop Integration(s)		Cutover Business Processes	Plan Ongoing Improvement
	Define Data Migration Strategy	Prepare Training Plan	Develop Data Migration Mappings			
	Define Integration Strategy		Develop Training Materials			
	Define User Adoption Strategy					
	Finalize Project Plan					

Description of Implementation Services

Leveraging the implementation previously discussed, GovSense applies a project/management plan that supports that approach. To ensure on time project success, we have provided seven (7) stages that provide details for how GovSense will achieve this.

They are as follows:

- Stage 1 – Initiate
- Stage 2 – Analyze
- Stage 3 – Design
- Stage 4 – Configure
- Stage 5 – Validate
- Stage 6 – Deploy
- Stage 7 – Optimize

Stage 1: Initiate

GovSense has a team of consultants with years of experience running enterprise-level engagements. A designated PS Project Manager (PM) will partner with Client from the outset to define objectives and requirements. The PM and the Client project team will review existing processes and agree to a project plan that identifies how and when the GovSense solution will be delivered and the benefits to be achieved. The PM and Client will agree on a mutually satisfactory system go-live date. A Project Charter will be developed as the implementation is kicked off to ensure focus and document the desired results. A detailed work plan and requirements document will also be designed with Client.

Deliverables

As part of the GovSense methodology, the PM will work with Client to agree upon a requirements document. This document will include overall operational goals for Client. GovSense will then manage regular status meetings to discuss budget and timing of each task and deliverable to mitigate any surprises and keep the project on track.

GovSense asks the Customer Project Lead to provide a one-slide status regularly of their update of the implementation. GovSense's Project Manager compiles these slides and presents them to Client sponsor.

Stage 2: Analyze

Being a true-cloud solution, GovSense is able to provision your production and sandbox instances within a few weeks after contract execution. GovSense will set up the Client project team with authorization to the system. There will be detailed reviews of processes, gap assessments, refinements to the requirements, definition for historical data requirements, integration requirements and milestone definition for deployment and adoption.

Deliverables

Access will be granted to administrators and power users with base configuration. Desired processes will be finalized and documented along with requirements, integrations, data migration, integration and a detailed project plan to include adoption and training schedules.

Stage 3: Design

GovSense has found that the most successful projects occur when Client participates actively through the implementation and owns the processes. Having a Client employee available for discussions around the decisions and maintaining the on-going evolution of GovSense is most valuable. There will be a detailed review and agreement of solution designs, configurations, integrations along with an update project plan including training for the whole team.

Deliverables

GovSense will define the requirements to configure each process to test. For any custom integration, GovSense will provide field mapping as well as descriptions sent and received in conjunction with the timing and iterations of the interface.

Stage 4: Configure

GovSense will work with Client staff to develop a plan to extract the data in an acceptable format for importing from Client's Legacy System. This will also include the development of the application configurations, integrations, data migration and training materials. The GovSense application will be setup and configured based upon the processes and configuration requirements captured. This will be an iterative process which includes a series of review meetings to help ensure progress and accuracy.

Deliverables

GovSense will develop a data conversion plan that identifies the data to be converted and the mapping of historical data to new fields in GovSense. Contained within this document will be the roles and responsibilities for the data extraction. Along with this will be the delivery of defined configurations, data migration and integrations.

Stage 5: Validate

GovSense recommends the approach of testing processes according to a structured plan. This ensures the users selected are focused on the identified processes and can provide feedback related to their particular process. Once the final testing process is defined and completed, scenarios are completed in preparation to deploy and go-live. Tested integrations and tested migration data will also be part of validation. Test environments of the configured GovSense environment will be made available to Client to test the solution and practice using the GovSense environment assuming that Client has purchased Sandbox environments of the applicable applications. PS may provide generic test scripts that Client can customize per the specific user roles, solution scope, and processes. Client will perform test transactions to validate the solution works as expected. Any identified system modifications will be documented and applied to the production environment.

Deliverables

Testing plans will be jointly developed and then performed by Client. All testing will be conducted in the sandbox. Once accepted, the process will be bundled and deployed to production.

Stage 6: Deploy

GovSense strongly advocates that training begins on day one of the implementation. GovSensr takes every opportunity to discuss and demonstrate how processes can be managed with real-world scenarios within the application. The GovSense team is able to run training scenarios for end-to-end processing, but a Client employee should provide context on specific decisions in which users can relate. Once the training plans are developed, Client will execute those test plans utilizing a train-the-trainer approach. Additionally, the source data will be migrated over to facilitate go-live with timely data. Day 1 of the Deploy phase is the Client go-live date in the production environment. Client will sign-off on the "Go-live Acknowledgement" document confirming the system is live and ready for use.

Deliverables

GovSense focuses on empowering stakeholders, administrators and department power users as their leadership ensures the change management success of the project. As part of the training plan, GovSense will assist in the development of classes and curriculum, a training schedule and standard documents. The project sponsor is responsible for attendance and scheduling users' time. Data migration into the production environment is refreshed to facilitate Go-Live.

Stage 7: Optimize

GovSense is in total agreement with Client's approach to the desired support and stabilization services. Most of the administrator and power user training will be accomplished throughout the implementation. As an organization, GovSense believes that with proper analysis, testing, and deployment, Go-Live should be a non-event and transition smoothly.

Deliverables

Regarding Deliverables, the standard GovSense process will assist in the building a Go-Live cut-over plan. GovSense is very well documented and was built to be a point and click, customizable solution. At this point, there will be a formal introduction to the Customer Success Manager for continued support and account management with regularly scheduled meetings to be help with Client.

General Project Activities

Listed below are typical project activities to help a Client plan and prepare for the project.

- **Kickoff Meeting** – This meeting is where the PS implementers meet with their respective Client counterparts to determine requirements, contact persons, and project deliverable expectations.
- **Core Team Training** – PS desires the Client be a successful owner of the completed implementation. By training the Client team as early as possible, the Client will be better able to assist with design decisions made during later phases, and ready to accept ownership of various implementation modules once they have been completed.
- **End User Training** – End users will be required to attend training sessions during the course of the implementation to enable them to participate in User Acceptance testing as well as be active users of production system at go-live.
- **Data Gathering** – Client must provide cleansed data from current system in GovSense data template format.
- **Process Review Sessions** – The requirements will be analyzed in detail, and a detailed project plan will be produced.
- **Provision and Configure System** – GovSense will be provisioned and core modules configured based on requirements. Data will be loaded from populated templates or entered into the system manually. Users will be created and permissions assigned.
- **User Acceptance Testing** – Users of GovSense will conduct end to end testing in a sandbox environment copied from the production-configured GovSense system
- **Project Leadership Activities** – This activity spans the duration of the project. PS will provide the Client implementation team with regular project status reports, issues and action items, and issue resolution details.

General Project Timeline

- A Project Plan will be generated by the Lead PS Consultant assigned to the project.
- Both Client and PS will review and agree upon milestone dates for Kickoff, Training, UAT, and Go-Live prior to starting the Project.

Key Client Sign-offs

The following are critical Client sign-offs on a project. Sign-off is required before proceeding on a project:

- **Project Start and Go-live Date Agreement** – Mutually agreeable dates to begin the project and go-live on GovSense. First version of the detailed project plan is created by PS based upon these dates. Client sign-off is acknowledgement that these dates are acceptable and the Client will complete project plan tasks as scheduled.
- **Define Phase – Requirements Document Agreement** – Client is responsible for validation and sign off of Requirements Document Agreement at the conclusion of the define phase. Requirements Document Agreement captures the specific Client requirements to be configured. Changes after sign-off may require additional professional services fees.
- **Configuration Walk Through Acknowledgement** – Upon completion of Configuration Walk Through session, Client provides sign-off that the system has been configured and set-up as mutually agreed throughout the project. Client acknowledges that they are ready to proceed on GovSense.
- **Project Completion** – Client agrees that the project has been completed and is ready for transition to support.

Training Plan

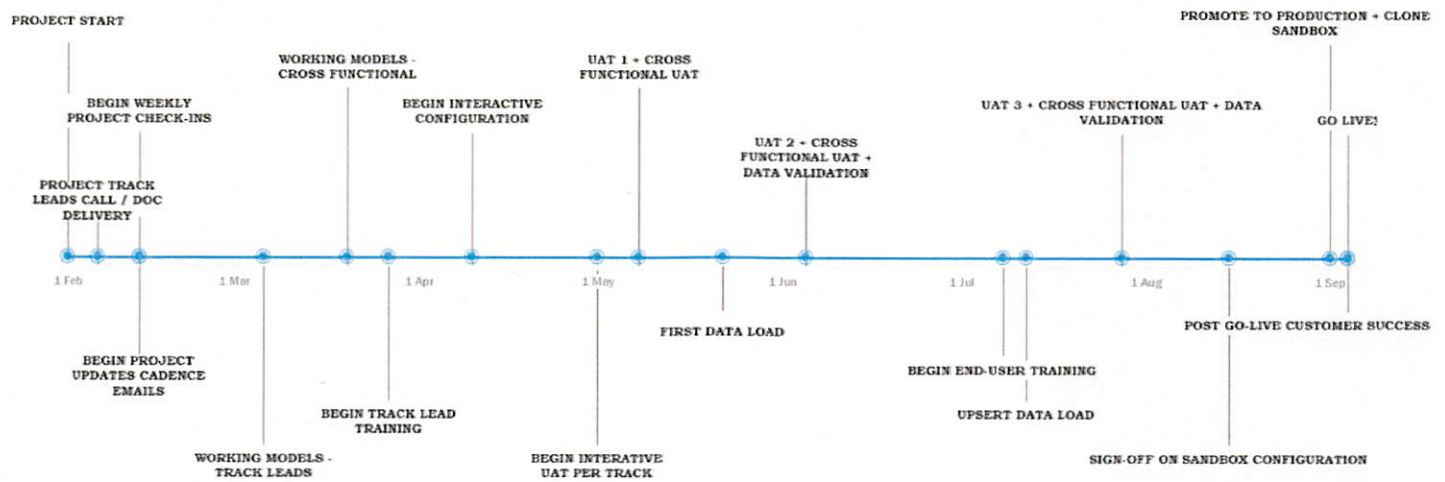
Ongoing Training

Training will be a constant throughout the entire implementation, herein referenced as 'Process Walkthroughs'. PS will provide training to the core Client implementation team as functionality is reviewed, requirements are finalized, and the solution is published.

End User Training

General end user training will be available throughout all phases of the project. However, PS will provide a five-day onsite End User Training session (not including Travel and Expenses of PS) prior to Go-Live if needed to prepare users for final cutover. Custom training materials will be the responsibility of Client and PS will provide guidance with creating them.

Sample Project Timeline for Ocala, Florida



PROJECT DETAILS

DATE	MILESTONE
2/1/2018	Project Start
2/6/2018	Project Track Leads Call / Doc Delivery
2/13/2018	Begin Project Updates Cadence Emails
2/13/2018	Begin Weekly Project Check-ins
3/6/2018	Working Models - Track Leads
3/20/2018	Working Models - Cross Functional
3/27/2018	Begin Track Lead Training
4/10/2018	Begin Interactive Configuration
5/1/2018	Begin Interactive UAT per Track
5/8/2018	UAT 1 + Cross Functional UAT
5/22/2018	First Data Load
6/5/2018	UAT 2 + Cross Functional UAT
7/8/2018	Begin End-User Training
7/12/2018	Upsert Data Load
7/28/2018	UAT 3 + Cross Functional UAT
8/15/2018	Sign-Off on Sandbox Configuration
9/1/2018	Promote to Production + Clone Sandbox
9/4/2018	GO LIVE!
9/4/2018	Post Go-Live Customer Success

Project Timeline tips:

This is a realistic, estimated timeline; however, it was created as a guide. Actual dates and times may vary per engagement.

GovSENSE
Government Solutions. Making Sense.



GovSense
2500 Northwinds Pkwy
Suite 280
Alpharetta GA 30009
United States
www.govsense.com

Date	Estimate #
12/1/2017	ES-4303

Page 1 of 2

Bill To

City of Ocala, Florida
110 SE Watula Avenue
Ocala FL 34471
United States

Expiration Date	Subscription Billing Term	License Term	Start Date	End Date
12/20/2017	Annual - Net 30	60 Months	12/20/2017	12/19/2022
Billing Contact		Billing Email	Contact Telephone	
John Zobler		jzobler@ocalafl.org	(352) 629-8401 ex201	
Item	Qty	Description	Term	Total \$
Planning	1	GovSense Planning Management: - Manage Unlimited Planning Application Processes, Fees, and Workflows - Schedule and Manage Hearings, Meetings, and Public Events - Assign, Route, and Manage Tasks through the Planning Lifecycle - Gain Visibility thorough Project Templates, Cost Management, and Customer Profiles - Real-time dashboards with key business metrics and reports snapshots	60 Month	35,940.00
Permitting	1	GovSense Permit Management: - Manage Unlimited Permit Application Processes, Fees, and Workflows - Assign, Route, and Manage Tasks through the Project & Plan Check Lifecycle - Define Hold, Conditions, and Bonds - Manage Projects, Subdivisions, and Location Driven Decisions - Real-time dashboards with key business metrics and reports snapshots	60 Month	35,940.00
Licensing	1	GovSense Contractor License Management: - Manage Unlimited License Types, Fee Schedules, Statuses, and Approvals - Auto-generate renewals, emails, and payment workflows - Manage holds, alerts, and external communication - Real-time dashboards with key business metrics and reports snapshots	60 Month	35,940.00
Code Enforce	1	GovSense Code Enforcement Management: - Manage Unlimited Case Types, workflows, and stages - Auto-generate notices, emails, and letters - Manage holds, alerts, and external communication cadence - Store Municipal Code for easy reference - Online compliant management forms and email to case functionality - Real-time dashboards with key business metrics and reports snapshots	60 Month	35,940.00
Inspections	1	GovSense Inspection Management: - Manage Unlimited Inspection Types, workflows, and	60 Month	35,940.00



GovSense
2500 Northwinds Pkwy
Suite 280
Alpharetta GA 30009
United States
www.govsense.com

Date	Estimate #
12/1/2017	ES-4303

Page 2 of 2

Item	Qty	Description	Term	Total \$
GIS	1	statuses - Easily accept requests and assign through automation or live edit - Manage holds, alerts, and automated emails and text messages - Automated re-inspection scheduling and fee calculation - Real-time dashboards with key business metrics and reports snapshots GovSense GIS Integration: - Integrate with ESRI ArcGIS Web Platform - Leverage Token-Based Authentication via Web Service Endpoints - Bi-directional sharing of data between ESRI and GovSense - Fully configurable solution to consume or publish data - Integration to ESRI Story Maps - Real-time dashboards with key business metrics and reports snapshots	60 Month	35,940.00
Subtotal				215,640.00
Dollar Value Discount		One-Time discount - exclusive to The City of Ocala, Florida	Custom	-215,640.00
GS Support	1	Support Service Package: - Our Support includes 24/7 Customer Portal Access for up to 2 users, email and phone support from 8 a.m. - 6 p.m. EST. Annual GovSense Support will be \$27,000	Custom	135,000.00
Implementation	1	GovSense One-Time Implementation is estimated and will be performed and billed on a Time and Materials basis for the City of Ocala.	Custom	146,520.00
			Total	\$281,520.00



Estimate

Page 1 of 3

Oracle America, Inc.
500 Oracle Parkway
Redwood Shores, CA 94065
800 762 5524
www.netsuite.com

Date	5/18/2017
Estimate #	443819
Acct. No.	4778042
Expires	12/31/2017
Sales Rep	Gaffney, Conor
Partner	4593707 GovSense, LLC
Superseding Estimate	No
Currency	USD
Contract Start Date	
Subscription Service Billing Terms	Annual - Net 30
Professional Service Billing Terms	N/A

Bill To

City of Ocala, FL
110 SE Watula Avenue
Ocala FL 34471
United States

Item	Qua...	Description	Term in M...	Amount
NetSuite Mid-Market Cloud Service	1	NetSuite Mid Market Edition includes ** ERP with G/L, Accounts Payable, Purchasing, Inventory, Order Entry, A/R, Expense Reporting, Advanced Shipping with integrated UPS or FedEx shipping depending on your location ** NetSuite CRM Sales Force Automation with quote and order management, Marketing Automation with campaigns; Customer Service/Support ** Productivity tools including contacts/calendar/events ** Real-time Dashboards with key business metrics, report snapshots ** Customer Center and Partner Center logins ** 5 Employee Self-Service Users ** 30,000 integrated bulk mail merges per month ** 120,000 campaign emails per year with no single blast exceeding 10,000 recipients ** 10 GB File Cabinet and 10 GB Data storage per account	60	149,940.00
NetSuite General Access Cloud Service User	65	General access user for NetSuite.	60	386,100.00
NetSuite Inventory Management Mid-Market Cloud Service	1	Advanced Inventory ** Matrix Items: automatically manage multiple item options ** Serialized Inventory ** Bar Coding: items and transactions ** Lot Management ** Pick, Pack, Ship ** Automated Reorder Point / Lead Time Calculations ** Workflow to process warranty claims and to refund, replace or repair returned items ** Printable forms for better supply chain management	60	35,940.00
NetSuite Project Management Mid-Market Cloud Service	1	Project Management Module: ** Estimated Costing ** Project Time Tracking ** Project Task Management ** Utilization & Backlog Reporting	60	35,940.00
NetSuite SuiteCommerce Site Builder Mid-Market Cloud Service	1	** Advanced Site Customization ** Dynamic, Database-Driven Hosted Site ** External Store Integration ** Advanced Search; Query any field, format results ** Referrer Report ** Search Engine Keyword Report ** Click Activity Reports ** Visitor Detail Reports ** New & Unique Visitor Reports ** Web Report Snapshots	60	59,940.00
NetSuite Sandbox Environment Cloud	1	Sandbox Environment for NetSuite Customers ** Replicates production environment including data and	60	133,572.00



Estimate

Page 2 of 3

Oracle America, Inc.
500 Oracle Parkway
Redwood Shores, CA 94065
800 762 5524
www.netsuite.com

Date
Estimate #
Acct. No.

5/18/2017
443819
4778042

Item	Qua...	Description	Term in M...	Amount
Service		customizations ** Isolated environment – changes shielded from live production account ** One production environment replication for each month of term is included ** Administrators may provide sandbox access to all production users as needed Development Environment ** Access to Development Environments includes 3 distinct accounts with no data ** Isolated environment – changes shielded from live production account. ** 10 full access users per account ** 10 GB File Cabinet and 10 GB Data storage per account ** Same features and modules as the production account ** Accounts cannot be used for production purpose NetSuite uptime guarantee does not apply to Sandbox & Development Environments.		
Subtotal				801,432.00
Discount		Discount		-400,716.00
Subtotal				400,716.00
The Items included in this Estimate are based on our understanding of your business application requirements. While you may have seen some of these features or discussed them with a NetSuite representative, the items below are NOT INCLUDED in this estimate. Should you have any questions about the items not included, please contact your NetSuite representative before returning the signed Estimate. NetSuite Financial Management Cloud Service - including Amortization, Expense Allocation, Multiple budgets NetSuite Procurement Cloud Service - including source-to-pay, procurement spend, requisition consolidation, negotiated pricing on purchases and blanket Purchase Orders NetSuite Incentive Compensation Cloud Service - including Alternate Sales Amount, Employee Commissions, Partner Commissions/Royalties NetSuite Work Orders and Assemblies Cloud Service - including Assemblies and Work Orders NetSuite SuiteAnalytics Connect Cloud Service - including access and query of NetSuite data using SQL through the following mainstream database standards: ODBC, JDBC and ADO.NET. NetSuite Revenue Management Cloud Service - including Revenue Recognition, Forecast Revenue, VSOE NetSuite SuiteCommerce Premium Customer Center Cloud Service - including customizable dashboards of balances, deposits, credit limits, memo and terms, Statement printing and Transaction history visibility NetSuite Demand Planning Cloud Service - including Demand projection of items, Inventory Planning, Automatic generation of purchase orders and/or work orders based on historical or				



Estimate

Page 3 of 3

Oracle America, Inc.
500 Oracle Parkway
Redwood Shores, CA 94065
800 762 5524
www.netsuite.com

Date
Estimate #
Acct. No.

5/18/2017
443819
4778042

Item	Qua...	Description	Term in M...	Amount
		forecasted demand. Work orders requires an additional module, Advanced Inventory module is required		
		NetSuite Fixed Asset Management Cloud Service - including Acquire, Depreciate, Dispose and Revalue assets, Depreciation Management, Asset Process Accounting Automation, Real Time Asset Reporting		
		NetSuite Contract Renewals Cloud Service - including Automated Contract Renewals, Multiple Contract Support, Upsell / Downsell Management, Sales through multiple channels, Uplift Management		
		NetSuite Software Management Cloud Service - including Self-Service Issue Tracking for Customers, Electronic File/Software Distribution for NetSuite		
		NetSuite Mfg WIP and Routings Cloud Service - including Define work centers, Track labor, machine, and material cost accumulated in work in process		
		NetSuite Grid Order Management Cloud Service including - helps simplify the entry and management of multi-attribute SKUs		
		NetSuite Resource Allocation Cloud Service - including Allocate resources to projects with defined start/end dates, durations and allocation types, view and manage resource allocation, and monitor associated utilization rates		
		Job Costing Module - including Calculate costs for labor based on tracked time, and account for these costs in your general ledger. Create project specific budgets for expenses and labor		

Total \$400,716.00

** Oracle does not accept credit card payments for invoices of more than \$20,000.

Upon your execution, this document is a binding order for the products and services set forth herein.

I AGREE TO THE FEES AND TERMS OF THIS ESTIMATE:

Print Name _____ Signature _____ Date _____

Except as set forth above, the terms and conditions of the applicable agreement between you and Oracle (including any updated URL Terms or other applicable web based terms in effect as of the date of this document) shall apply to the products and/or services set forth on this document. This document is non-cancellable and all fees are non-refundable, unless otherwise explicitly stated in this document or in the Agreement. For clarity, the Service Start Date shall be the date this document is signed by you, unless a different date is specified as the Service Start Date.

Oracle relies on the accuracy of the billing information listed above, and is unable to issue a Credit Memo or resubmit an invoice due to incorrect billing information listed. Please ensure your company name, addresses and contacts included on this estimate are correct.

Oracle's Data Processing Agreement covering the NetSuite services, which may be found at <http://www.netsuite.com/portal/resource/terms-of-service.shtml> (the "Data Processing Agreement"), is incorporated herein by this reference and describes how Oracle will process Personal Data (as defined therein) that Customer provides to Oracle as part of Oracle's provision of the NetSuite services to Customer under this Estimate/Order Form, unless otherwise stated in the Data Processing Agreement or this Estimate/Order Form. Customer's signature on this Estimate/Order Form constitutes Customer's agreement to the Data Processing Agreement, unless stated otherwise in the Subscription Services Agreement or License Agreement that governs this Estimate/Order Form.

Exhibit C – Service Level Agreement CONTRACT# GRM/17-040(A)

SAAS SERVICES. Vendor shall provide access to a web-based portal containing data, reports, dashboards and analytics through a product named GovSense ("SaaS Services"). As part of the SaaS Services, the Vendor will provide support and maintenance services as outlined below, as well as consulting, implementation assistance, and/or support for the GovSense product.

ACCESS. City shall provide Vendor suitable office accommodations, if needed, and complete access to computer systems so as to enable the Vendor to perform the services referenced herein.

MAINTENANCE AND SUPPORT SERVICES. Vendor shall provide support services to City, defined as the provision of dedicated, skilled, knowledgeable and experienced employees.

SUPPORT SERVICES CONTACT INFORMATION AND HOURS.

Phone: 888-824-1293

Monday through Friday: 8 a.m. to 6 p.m. EST

Saturday and Sunday: 24-hour call-back

Email: support@govsense.com

Holidays: New Year's Day, Martin Luther King Day, President's Day, Memorial Day, Independence Day, Labor Day, Thanksgiving, Day after Thanksgiving, Christmas

Vendor shall maintain sufficient staff to answer all incoming calls or respond by e-mail, within sixty (60) minutes from the initial contact made by City either by telephone or e-mail. Vendor shall respond to issue as outlined below.

Severity Level	Description	Problem Response Time
3	Mission-Critical Impact- Services or System Down: Software application cannot be accessed over a public internet connection	Within four (4) hours
2	Business Productivity Impact: Isolated issue that adversely affects normal business operations	Within two (2) business days
1	Minor Service Impact: Minor component of functionality does not operate as intended, but most normal business operations can still be performed.	Within thirty (30) business days

Exhibit C – Service Level Agreement CONTRACT# GRM/17-040(A)

Vendor shall not provide support and maintenance service for the following issues: Failure or unavailability of the NetSuite platform; failure of telecommunications hardware or equipment; failure or unavailability of the City's systems or information technology infrastructure, and Force Majeure as defined in Section 34.

In the event that Vendor becomes insolvent during the term of this Agreement, Vendor will provide the bundle code, and Innovergent, LLC will take over all support responsibility until the end of the contract.