

NASPO ValuePoint
PARTICIPATING ADDENDUM



POLICE RADAR/LIDAR SPEED ENFORCEMENT

Led by the State of Washington

Master Agreement #: **00218**

Contractor: **APPLIED CONCEPTS, INC. dba STALKER**

Participating Entity: **CITY OF OCALA**

The following products or services are included in this contract portfolio:

- *The products and accessories listed on the Contractor's page of the [NASPO ValuePoint Website](#).*

The following products or services are not included in this agreement:

- *Product modifications.*
- *Installation services.*

Master Agreement Terms and Conditions:

1. Scope: This addendum covers the Police Radar/Lidar Speed Enforcement & Speed Advisory Systems, Parts, and Accessories led by the State of Washington for use by state agencies and other entities located in the Participating State *[or State Entity]* authorized by that State's statutes to utilize State contracts with the prior approval of the State's Chief Procurement Official.

Removable Instruction: Participating States should ensure that paragraph 2 properly defines the scope of participation. The model language in paragraph enables participation by all political subdivisions, institutions of higher education, and other entities included in the state's statewide contract program.

2. Participation: This NASPO ValuePoint Master Agreement may be used by all state agencies, institutions of higher institution, political subdivisions and other entities authorized to use statewide contracts in the State of Florida Issues of interpretation and eligibility for participation are solely within the authority of the State Chief Procurement Official.
3. Primary Contacts: The primary contact individuals for this Participating Addendum are as follows (or their named successors):

NASPO ValuePoint
PARTICIPATING ADDENDUM



POLICE RADAR/LIDAR SPEED ENFORCEMENT
Led by the State of Washington

Contractor

Name:	Applied Concepts, Inc. d/b/a Stalker
Address:	P.O. Box 5257. 3705 Century BLVD. Suite 2, Lakeland FL, 33807
Telephone:	1-863-646-7009
Fax:	1-863-644-3325
Email:	sales@stalkerradar.com

Participating Entity

Name:	City of Ocala, by and through Ocala Police Department
Address:	402 South Pine Avenue, Ocala FL 34471
Telephone:	352-369-7030
Fax:	N/A
Email:	jarnold@ocalapd.gov

4. PARTICIPATING ENTITY MODIFICATIONS OR ADDITIONS TO THE MASTER AGREEMENT

These modifications or additions apply only to actions and relationships within the Participating Entity.

Participating Entity must check one of the boxes below.

☐ No changes to the terms and conditions of the Master Agreement are required.

☒ The following changes are modifying or supplementing the Master Agreement terms and conditions.

18.10. PUBLIC RECORDS. Contractor shall comply with all applicable provisions of the Florida Public Records Act, Chapter 119, Florida Statutes. Specifically, Contractor 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

NASPO ValuePoint
PARTICIPATING ADDENDUM



POLICE RADAR/LIDAR SPEED ENFORCEMENT

Led by the State of Washington

duration of the contract term and following completion of the contract if Contractor 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 Contractor or keep and maintain public records required by the public agency to perform the service. If Contractor transfers all public records to the public agency upon completion of the contract, Contractor shall destroy any duplicate public records that are exempt or confidential and exempt from public records disclosure requirements. If Contractor keeps and maintains public records upon completion of the contract, Contractor 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 CONTRACTOR HAS QUESTIONS REGARDING THE APPLICATION OF CHAPTER 119, FLORIDA STATUTES, TO CONTRACTOR'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.

18.18 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.*

5. Lease Agreements: **RESERVED**

6. Subcontractors: All contactors, dealers, and resellers authorized in the State of Florida, as shown on the dedicated Contractor (cooperative contract) website, are approved to provide sales and service support to participants in the NASPO ValuePoint Master Agreement. The contractor's dealer participation will be in accordance with the terms and conditions set forth in the aforementioned Master Agreement.
7. Orders: Any order placed by a Participating Entity or Purchasing Entity for a product and/or service available from this Master Agreement shall be deemed to be a sale under (and governed by the prices and other terms and conditions) of the Master Agreement unless the parties to the order agree in writing that another contract or agreement applies to such order.

NASPO ValuePoint
PARTICIPATING ADDENDUM



POLICE RADAR/LIDAR SPEED ENFORCEMENT

Led by the State of Washington

IN WITNESS, WHEREOF, the parties have executed this Addendum as of the date of execution by both parties below.

Participating Entity: City of Ocala, by and through Ocala Police Department	Contractor: Applied Concepts d/b/a Stalker
Signature:	Signature:
DocuSigned by: <i>Peter Lee</i> 5B528E162F2E4C2...	DocuSigned by: <i>William H. Titterington</i> 0078DEF0667D3402...
Name:	Name:
Peter Lee	William H. Titterington
Title:	Title:
City Manager	Contracts Manager
Date:	Date:
5/17/2024	6/14/2024
Approved as to form and legality:	
DocuSigned by: <i>Kristi Van Vleet</i> 973C5540758943D...	
Kristi Van Vleet	Assistant City Attorney

For questions on executing a participating addendum, please contact:

NASPO ValuePoint

Cooperative Development Coordinator:	Ted Fosket
Telephone:	(859) 785-5007
Email:	tfosket@naspovaluepoint.org

Please email a fully executed PDF copy of this document to:

PA@naspovaluepoint.org

To support documentation of participation and the posting of this document in the appropriate databases.

Certificate Of Completion

Envelope Id: 0B7C0049F75747CD99852ABBF006918B

Status: Completed

Subject: SIGNATURE - Participating Addendum - NASPO ValuePoint Contract - Applied Concepts, Inc (OPD/230040)

Source Envelope:

Document Pages: 4

Signatures: 3

Envelope Originator:

Certificate Pages: 5

Initials: 0

Patricia Lewis

AutoNav: Enabled

110 SE Watula Avenue

Envelopeld Stamping: Enabled

City Hall, Third Floor

Time Zone: (UTC-05:00) Eastern Time (US & Canada)

Ocala, FL 34471

plewis@ocalafl.org

IP Address: 216.255.240.104

Record Tracking

Status: Original

5/17/2024 12:44:20 PM

Holder: Patricia Lewis

plewis@ocalafl.org

Location: DocuSign

Security Appliance Status: Connected

Pool: StateLocal

Storage Appliance Status: Connected

Pool: City of Ocala - Procurement & Contracting

Location: DocuSign

Signer Events

Kristi Van Vleet

kvanvleet@ocalafl.org

Assistant City Attorney

Security Level: Email, Account Authentication
(None)**Signature**

DocuSigned by:

Kristi Van Vleet

973C5540758943D...

Signature Adoption: Pre-selected Style

Using IP Address: 216.255.240.104

Timestamp

Sent: 5/17/2024 12:48:31 PM

Viewed: 5/17/2024 1:21:32 PM

Signed: 5/17/2024 4:54:50 PM

Electronic Record and Signature Disclosure:

Accepted: 5/17/2024 1:21:32 PM

ID: bc1bd211-f0f8-4716-a656-8d5cf42a03d2

Peter Lee

plee@ocalafl.org

City Manager

City of Ocala

Security Level: Email, Account Authentication
(None)

DocuSigned by:

Peter Lee

58B28E162F2E4C2...

Signature Adoption: Pre-selected Style

Using IP Address: 216.255.240.104

Sent: 5/17/2024 4:54:52 PM

Viewed: 5/17/2024 5:00:18 PM

Signed: 5/17/2024 5:00:26 PM

Electronic Record and Signature Disclosure:

Not Offered via DocuSign

William H. Titterington

sales@stalkerradar.com

Contracts Manager

Security Level: Email, Account Authentication
(None)

DocuSigned by:

William H. Titterington

0978DF0667D3402...

Signature Adoption: Pre-selected Style

Using IP Address: 66.196.209.178

Sent: 5/17/2024 5:00:27 PM

Resent: 6/14/2024 1:58:18 PM

Viewed: 6/14/2024 2:58:53 PM

Signed: 6/14/2024 3:01:35 PM

Electronic Record and Signature Disclosure:

Accepted: 6/13/2024 11:35:40 AM

ID: 27ab0bd5-a8a7-43af-987e-bfd1b3cc1cd8

In Person Signer Events**Signature****Timestamp****Editor Delivery Events****Status****Timestamp****Agent Delivery Events****Status****Timestamp****Intermediary Delivery Events****Status****Timestamp**

Certified Delivery Events	Status	Timestamp
Carbon Copy Events	Status	Timestamp
Witness Events	Signature	Timestamp
Notary Events	Signature	Timestamp
Envelope Summary Events	Status	Timestamps
Envelope Sent	Hashed/Encrypted	5/17/2024 12:48:31 PM
Envelope Updated	Security Checked	6/14/2024 1:58:17 PM
Envelope Updated	Security Checked	6/14/2024 1:58:17 PM
Certified Delivered	Security Checked	6/14/2024 2:58:53 PM
Signing Complete	Security Checked	6/14/2024 3:01:35 PM
Completed	Security Checked	6/14/2024 3:01:35 PM
Payment Events	Status	Timestamps
Electronic Record and Signature Disclosure		

Electronic Record and Signature Disclosure created on: 2/22/2023 11:31:05 AM
Parties agreed to: Kristi Van Vleet, William H. Titterington

ELECTRONIC RECORD AND SIGNATURE DISCLOSURE

From time to time, City of Ocala - Procurement & Contracting (we, us or Company) may be required by law to provide to you certain written notices or disclosures. Described below are the terms and conditions for providing to you such notices and disclosures electronically through the DocuSign system. Please read the information below carefully and thoroughly, and if you can access this information electronically to your satisfaction and agree to this Electronic Record and Signature Disclosure (ERSD), please confirm your agreement by selecting the check-box next to 'I agree to use electronic records and signatures' before clicking 'CONTINUE' within the DocuSign system.

Getting paper copies

At any time, you may request from us a paper copy of any record provided or made available electronically to you by us. You will have the ability to download and print documents we send to you through the DocuSign system during and immediately after the signing session and, if you elect to create a DocuSign account, you may access the documents for a limited period of time (usually 30 days) after such documents are first sent to you. After such time, if you wish for us to send you paper copies of any such documents from our office to you, you will be charged a \$0.00 per-page fee. You may request delivery of such paper copies from us by following the procedure described below.

Withdrawing your consent

If you decide to receive notices and disclosures from us electronically, you may at any time change your mind and tell us that thereafter you want to receive required notices and disclosures only in paper format. How you must inform us of your decision to receive future notices and disclosure in paper format and withdraw your consent to receive notices and disclosures electronically is described below.

Consequences of changing your mind

If you elect to receive required notices and disclosures only in paper format, it will slow the speed at which we can complete certain steps in transactions with you and delivering services to you because we will need first to send the required notices or disclosures to you in paper format, and then wait until we receive back from you your acknowledgment of your receipt of such paper notices or disclosures. Further, you will no longer be able to use the DocuSign system to receive required notices and consents electronically from us or to sign electronically documents from us.

All notices and disclosures will be sent to you electronically

Unless you tell us otherwise in accordance with the procedures described herein, we will provide electronically to you through the DocuSign system all required notices, disclosures, authorizations, acknowledgements, and other documents that are required to be provided or made available to you during the course of our relationship with you. To reduce the chance of you inadvertently not receiving any notice or disclosure, we prefer to provide all of the required notices and disclosures to you by the same method and to the same address that you have given us. Thus, you can receive all the disclosures and notices electronically or in paper format through the paper mail delivery system. If you do not agree with this process, please let us know as described below. Please also see the paragraph immediately above that describes the consequences of your electing not to receive delivery of the notices and disclosures electronically from us.

How to contact City of Ocala - Procurement & Contracting:

You may contact us to let us know of your changes as to how we may contact you electronically, to request paper copies of certain information from us, and to withdraw your prior consent to receive notices and disclosures electronically as follows:

To contact us by email send messages to: contracts@ocalafl.org

To advise City of Ocala - Procurement & Contracting of your new email address

To let us know of a change in your email address where we should send notices and disclosures electronically to you, you must send an email message to us at contracts@ocalafl.org and in the body of such request you must state: your previous email address, your new email address. We do not require any other information from you to change your email address.

If you created a DocuSign account, you may update it with your new email address through your account preferences.

To request paper copies from City of Ocala - Procurement & Contracting

To request delivery from us of paper copies of the notices and disclosures previously provided by us to you electronically, you must send us an email to contracts@ocalafl.org and in the body of such request you must state your email address, full name, mailing address, and telephone number. We will bill you for any fees at that time, if any.

To withdraw your consent with City of Ocala - Procurement & Contracting

To inform us that you no longer wish to receive future notices and disclosures in electronic format you may:

- i. decline to sign a document from within your signing session, and on the subsequent page, select the check-box indicating you wish to withdraw your consent, or you may;
- ii. send us an email to contracts@ocalafl.org and in the body of such request you must state your email, full name, mailing address, and telephone number. We do not need any other information from you to withdraw consent.. The consequences of your withdrawing consent for online documents will be that transactions may take a longer time to process..

Required hardware and software

The minimum system requirements for using the DocuSign system may change over time. The current system requirements are found here: <https://support.docusign.com/guides/signer-guide-signing-system-requirements>.

Acknowledging your access and consent to receive and sign documents electronically

To confirm to us that you can access this information electronically, which will be similar to other electronic notices and disclosures that we will provide to you, please confirm that you have read this ERSD, and (i) that you are able to print on paper or electronically save this ERSD for your future reference and access; or (ii) that you are able to email this ERSD to an email address where you will be able to print on paper or save it for your future reference and access. Further, if you consent to receiving notices and disclosures exclusively in electronic format as described herein, then select the check-box next to 'I agree to use electronic records and signatures' before clicking 'CONTINUE' within the DocuSign system.

By selecting the check-box next to 'I agree to use electronic records and signatures', you confirm that:

- You can access and read this Electronic Record and Signature Disclosure; and
- You can print on paper this Electronic Record and Signature Disclosure, or save or send this Electronic Record and Disclosure to a location where you can print it, for future reference and access; and
- Until or unless you notify City of Ocala - Procurement & Contracting as described above, you consent to receive exclusively through electronic means all notices, disclosures, authorizations, acknowledgements, and other documents that are required to be provided or made available to you by City of Ocala - Procurement & Contracting during the course of your relationship with City of Ocala - Procurement & Contracting.