

Versaterm Public Safety US, Inc. & City of Pembroke Pines  
Amendment 1 to Software-as-a-Service Agreement

## **Amendment 1 to Software-as-a-Service Agreement**

This amendment ("Amendment 1") is made as of \_\_\_\_\_ ("Effective Date") by and between the **City of Pembroke Pines**, having a place of business at 601 City Center Way, Pembroke Pines, FL 33025 ("Customer"), and **Versaterm Public Safety US, Inc.** ("Versaterm"), a Delaware corporation, individually a "Party" and collectively the "Parties".

### **WHEREAS:**

- A. On April 20, 2022, Customer and Street Smart LLC entered into a contract regarding Street Smart LLC's software-as-a-service platform, Street Smart™ (the "SaaS Agreement");
- B. Street Smart LLC. merged into Versaterm Public Safety US, Inc. on January 1, 2024;  
AND
- C. The Parties want to amend the SaaS Agreement to reflect the merger and substitute Versaterm for Street Smart LLC as a party to the SaaS Agreement, renew the term of the SaaS Agreement, vary the scope of services, and incorporate additional statutory requirements.

**NOW THEREFORE**, in consideration of the mutual covenants herein contained, the Parties agree as follows:

#### **1. Substitution of Party**

Effective as of January 1, 2024, all references to "Street Smart LLC" in the SaaS Agreement shall be deemed to refer to "Versaterm Public Safety US, Inc." Versaterm assumes all rights, duties, and obligations of Street Smart LLC under the SaaS Agreement as if it were an original party thereto.

#### **2. Renewal of Term**

Pursuant to section 12.1 (Term) of the SaaS Agreement, the SaaS Agreement is amended to exercise the first of two (2), two (2)-year renewal terms, extending the term from May 1, 2025, through April 30, 2027.

#### **3. Scope of Services**

Schedule A - Products and Pricing of the SaaS Agreement is amended to include the services detailed in Attachment 1 to this Amendment 1.

#### **4. Fees**

Fees and payment terms for the two (2) year renewal term from May 1, 2025, through April 30, 2027, are set forth in Attachment 1 of this Amendment 1.

#### **5. No Other Changes**

Except as expressly set forth in this Amendment 1, all other terms and conditions of the SaaS Agreement shall remain unchanged and in full force and effect.

## **6. Governing Law**

This Amendment 1 shall be governed by and construed in accordance with the laws of the State of Florida as now and hereafter in force. The venue for any and all actions or claims arising out of or related to this Agreement shall be in Broward County, Florida.

## **7. Scrutinized Companies**

7.1 Versaterm, its principals or owners, certify that they are not listed on the Scrutinized Companies that Boycott Israel List, Scrutinized Companies with Activities in Sudan List, Scrutinized Companies with Activities in Iran Terrorism Sectors List, or is engaged in business operations with Syria. In accordance with Section 287.135, Florida Statutes, as amended, a company is ineligible to, and may not, bid on, submit a proposal for, or enter into or renew a contract with any agency or local governmental entity for goods or services of:

- 7.1.1 Any amount if, at the time bidding on, submitting a proposal for, or entering into or renewing such contract, the company is on the Scrutinized Companies that Boycott Israel List, created pursuant to Section 215.4725, Florida Statutes, or is engaged in a boycott of Israel; or
- 7.1.2 One million dollars or more if, at the time of bidding on, submitting a proposal for, or entering into or renewing such contract, the company:
  - 7.1.2.1 Is on the Scrutinized Companies with Activities in Sudan List or the Scrutinized Companies with Activities in Iran Terrorism Sectors List, created pursuant to Section 215.473, Florida Statutes; or
  - 7.1.2.2 Is engaged in business operations in Syria.

**8. Employment Eligibility** Versaterm certifies that it is aware of and complies with the requirements of Section 448.095, Florida Statutes, as may be amended from time to time and briefly described herein below.

### **8.1 Definitions for this Section**

- 8.1.1 “Contractor” means a person or entity that has entered or is attempting to enter into a contract with a public employer to provide labor, supplies, or services to such employer in exchange for salary, wages, or other remuneration. “Contractor” includes, but is not limited to, a vendor or consultant.
- 8.1.2 “Contractor” includes, but is not limited to, a vendor or consultant.
- 8.1.3 “Subcontractor” means a person or entity that provides labor, supplies, or services to or for a contractor or another subcontractor in exchange for salary, wages, or other remuneration.
- 8.1.4 “E-Verify system” means an Internet-based system operated by the United States Department of Homeland Security that allows participating employers to electronically verify the employment eligibility of newly hired employees.

- 8.2 Registration Requirement; Termination** Pursuant to Section 448.095, Florida Statutes, effective January 1, 2021, Contractors, shall register with and use the E-verify system in order to verify the work authorization status of all newly hired employees. Contractor shall register for and utilize the U.S. Department of Homeland Security's E-Verify System to verify the employment eligibility of:
- 8.2.1 All persons employed by a Contractor to perform employment duties within Florida during the term of the contract; and
  - 8.2.2 All persons (including subvendors/subconsultants/subcontractors) assigned by Contractor to perform work pursuant to the contract with the City of Pembroke Pines. The Contractor acknowledges and agrees that registration and use of the U.S. Department of Homeland Security's E-Verify System during the term of the contract is a condition of the contract with the City of Pembroke Pines; and
  - 8.2.3 The Contractor shall comply with the provisions of Section 448.095, Fla. Stat., "Employment Eligibility," as amended from time to time. This includes, but is not limited to registration and utilization of the E-Verify System to verify the work authorization status of all newly hired employees. Contractor shall also require all subcontractors to provide an affidavit attesting that the subcontractor does not employ, contract with, or subcontract with, an unauthorized alien. The Contractor shall maintain a copy of such affidavit for the duration of the contract. Failure to comply will lead to termination of this Contract, or if a subcontractor knowingly violates the statute, the subcontract must be terminated immediately. Any challenge to termination under this provision must be filed in the Circuit Court no later than twenty (20) calendar days after the date of termination. Termination of this Contract under this Section is not a breach of contract and may not be considered as such. If this contract is terminated for a violation of the statute by the Contractor, the Contractor may not be awarded a public contract for a period of one (1) year after the date of termination.
- 9. Public Entity Crimes.** Pursuant to Section 287.133(2)(a), Fla. Stat., a person or affiliate, as defined in Section 287.133(1), Fla. Stat., who has been placed on the convicted vendor list following a conviction for a public entity crime may not submit a bid, proposal or reply on a contract to provide any goods or services to a public entity; may not submit a bid, proposal or reply on a contract with a public entity for the construction or repair of a public building or public work; may not submit bids, proposals or replies on leases of 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 thirty-five thousand dollars (\$35,000.00) for a period of thirty-six (36) months following the date of being placed on the convicted vendor list. By executing this Amendment 1, the Versaterm represents and warrants that neither it nor any of its affiliates is currently on the convicted vendor list.
- 10. Discriminatory Vendor List.** Pursuant to Section 287.134(2)(a), Fla. Stat., an entity or affiliate, as defined in Section 287.134(1), who has been placed on the

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discriminatory vendor list may not submit a bid, proposal or reply on a contract to provide any goods or services to a public entity; may not submit a bid, proposal or reply on a contract with a public entity for the construction or repair of a public building or public work; may not submit bids, proposals or replies on leases of 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. By executing this Amendment 1, the Versaterm represents and warrants that neither it nor any of its affiliates is currently on the discriminatory vendor list.

**11. Human Trafficking.** Pursuant to Section 787.06(13), Fla. Stat., nongovernmental agencies contracting with the City of Pembroke Pines are required to provide an affidavit attesting that the nongovernmental agency does not use coercion for labor or services as defined within Section 787.06, Fla. Stat. By executing this Amendment 1 and submitting the executed required affidavit, the Versaterm represents and warrants that it does not use coercion for labor or services as provided by state law.

**12. Antitrust Violations.** Pursuant to Section 287.137, Florida Statutes, as may be amended, a person or an affiliate who has been placed on the antitrust violator vendor list (electronically published and updated quarterly by the State of Florida) following a conviction or being held civilly liable for an antitrust violation may not submit a bid, proposal, or reply for any new contract to provide any goods or services to a public entity; may not submit a bid, proposal, or reply for a new contract with a public entity for the construction or repair of a public building or public work; may not submit a bid, proposal, or reply on new leases of real property to a public entity; may not be awarded or perform work as a contractor, supplier, subcontractor, or consultant under a new contract with a public entity; and may not transact new business with a public entity. By entering into this Amendment 1, Versaterm certifies neither it nor its affiliate(s) are on the antitrust violator vendor list at the time of entering this Amendment 1. False certification under this paragraph or being subsequently added to that list will result in termination of the Original Agreement, as amended, at the option of the City of Pembroke Pines consistent with Section 287.137, Florida Statutes, as amended.

**13.** In the event of any conflict or ambiguity by and between the terms and provisions of this Amendment 1, and the Original Agreement, the terms and provisions of this Amendment 1 shall control to the extent of any such conflict or ambiguity.

**14.** Each exhibit referred to in the Original Agreement, except as repealed herein, forms an essential part of this Amendment 1. The exhibits, if not physically attached, should be treated as part of this Amendment 1 and are incorporated herein by reference.

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**15.** Each person signing this Amendment 1 on behalf of either Party individually warrants that he or she has full legal power to execute this Amendment 1 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 Amendment 1.

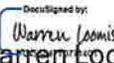
**16.** This Amendment 1 may be executed by hand or electronically in multiple originals or counterparts, each of which shall be deemed to be an original and together shall constitute one and the same agreement. Execution and delivery of this Amendment 1 by the Parties shall be legally binding, valid and effective upon delivery of the executed documents to the other Party through facsimile transmission, email, or other electronic delivery.

**[SIGNATURE PAGE AND AFFIDAVIT OF COMPLIANCE WITH HUMAN TRAFFICKING  
LAWS FOLLOW]**

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**IN WITNESS WHEREOF**, the Parties have executed this Amendment 1 as of the dates set forth below.

**Versaterm Public Safety US, Inc.**

Signature:   
Name: Warren Loomis  
Title: Chief Executive Officer  
Date: 01/23/2025

**City of Pembroke Pines**

Signature:  
Name: Angelo Castillo  
Title: Mayor  
Date:

**Approved as to form**

Signature:   
Name: Paul Hernandez  
Office of the City Attorney  
Date: February 6, 2025

**City of Pembroke Pines**

Signature:  
Name: Charles F. Dodge  
Title: City Manager  
Date:

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**AFFIDAVIT OF COMPLIANCE WITH HUMAN TRAFFICKING LAWS**

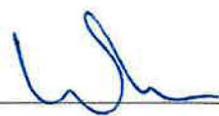
In accordance with section 787.06 (13), Florida Statutes, the undersigned, on behalf of the entity listed below ("Entity"), hereby attests under penalty of perjury that:

1. The Affiant is an officer or representative of the Entity entering into an agreement with the City of Pembroke Pines.
2. The Entity does not use coercion for labor or services as defined in Section 787.06, Florida Statutes, entitled "Human Trafficking".
3. The Affiant is authorized to execute this Affidavit on behalf of the Entity.
4. I understand that I am swearing or affirming under oath to the truthfulness of the claims made in this affidavit and that the punishment for knowingly making a false statement includes fines and/or imprisonment.
5. Pursuant to Sec. 92.525(2), Fla. Stat., under penalties of perjury, I declare that I have read the foregoing affidavit of compliance with Human Trafficking Laws and that the facts stated in it are true.

FURTHER AFFIANT SAYETH NAUGHT.

DATE: JAN 23 / 2025

ENTITY: **VERSATERM PUBLIC SAFETY US, INC.**

SIGNED BY: 

NAME: WARREN WOMACK

TITLE: President & CEO

  
**OSCAR ERNESTO PALMA CHACON**  
 Barrister, Solicitor & Notary Public  
 In and for the Province of Ontario.  
 My commission is of unlimited duration.  
 No legal advice given. LSO #68215P

*Affirmed before me,  
 at the City of Ottawa, in  
 the Province of Ontario,  
 this 23<sup>rd</sup> day of January 2025.*





# Attachment 1

Versaterm Public Safety US, Inc.  
1 North MacDonald, Suite 500  
Mesa, Arizona USA  
85201

## Company Information

Quote Name	Pembroke Pines PD (FL) - Street Smart Renewal FY25	Quote Number	00006967
Prepared By	Jamie Sorensen	Created Date	2024-11-20
Email	jamie.sorensen@versaterm.com	Expiration Date	2025-04-30

## Customer Information

Account Name	Pembroke Pines Police Department (FL)	Bill To	9500 Pines Blvd. Pembroke Pines FL 33024 United States
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## Quote Line Items

Product	Billing Type	Quantity	Sales Price	Total Price	Line Item Description
Street Smart SaaS Base Solution - Tier 4 License	Recurring	255.00	USD 170.46	USD 43,467.30	Year 1: 05.01.2025 to 04.30.2026
Street Smart SaaS Base Solution - Tier 4 License	Recurring	255.00	USD 177.28	USD 45,206.40	Year 2: 05.01.2026 to 04.30.2027

## Totals

Quote Currency	USD
Net Terms	Net 30
Contract Term	2 Year
Subtotal	USD 88,673.70
Grand Total	USD 88,673.70

## Invoicing Procedures

Invoicing Notes: Annual Subscription Dates:  
Year 1: 05.01.2025 to 04.30.2026  
Year 2: 05.01.2026 to 04.30.2027

This is 1 of 2, of the two (2) two-year renewal options per existing agreement.  
Includes a 4% annual price increase per Officer from previous year.

## Terms and Conditions

### TERM:

The products and services listed under this renewal quote shall be governed by the existing agreement(s) as between Customer and Versaterm Public Safety US, Inc.

By signing this renewal quote, the Customer is hereby bound to renew the service for the period described and/or to purchase the products listed for the grand total stated herein. A signed renewal quote transmitted through email is valid and binding even if an original paper document bearing the customer's original signature is not delivered.

## Billing Information

Fees will be payable within 30 days of invoicing.

Please note that the Sales Price shown above has been rounded to the nearest two decimal places for display purposes only. The actual price may include as many as five decimal places. For example, an actual price of \$21.37656 will be shown as a Unit Price of \$21.38. The Total for this quote has been calculated using the actual prices for the product and/or service rather than the Sales Price displayed above.



**Versaterm Public Safety US, Inc.**  
1 North MacDonald, Suite 500  
Mesa, Arizona USA  
85201

Prices shown do not include any taxes that may apply. Any such taxes are the responsibility of the Customer. This is not an invoice.

For customers based in the United States or Canada, any applicable taxes will be determined based on the laws and regulations of the taxing authority(ies) governing the "Bill To" location provided by the Customer on this Quote.

### Purchase Order Information (Customer to complete)

Is a Purchase Order required for the purchase or payment of the products on this Quote?

Yes [ ] No [ ]

The customer's purchase order terms will be governed by the parties' existing mutually executed agreement or, in the absence of such, are void and will have no legal effect.

PO Number:

\_\_\_\_\_

Initials:

\_\_\_\_\_

### Quote Acceptance

Signature: \_\_\_\_\_

Name: \_\_\_\_\_

Title: \_\_\_\_\_

Date: \_\_\_\_\_

## STREET SMART LLC SOFTWARE-AS-A-SERVICE AGREEMENT

This Street Smart™ Software-as-a-Service (“SaaS”) Agreement (“Agreement”) is entered into as of the last date of signature on the signature page of this Agreement (“Effective Date”) by and between 5Point Solutions LLC, parent company of its wholly owned subsidiary Street Smart LLC, with its principal office located at 204 Caughman Farm Lane, Suite 201 Lexington, SC 29072 (“Street Smart”), and the following:

Customer Name: City of Pembroke Pines (“Customer”)  
Address: 601 City Center Way,  
Pembroke Pines, FL 33025

Vendor Name: Street Smart LLC (“Vendor”, “contractor” or “Street Smart”)  
Principal Address: 204 Caughman Farm Lane, Suite 201  
Lexington, South Carolina 29072

### BACKGROUND AND PURPOSE

Vendor is the owner of its Street Smart™ software application (“Software”), and also provides configuration, training, and other services related to the Software purchased by Customer hereunder (“Services”). The Software enables law enforcement agencies to exchange information necessary for daily law enforcement activities by providing real-time data that allows police officers to pinpoint crimes, patterns, and incidents, thus allowing for more expeditious crime-fighting. Components include but are not limited to (a) Crime-Fighting Discussion Forum; (b) Bulletin Management; (c) Map Viewer; (d) Mobile Capability; (e) Optional Data Feeds.

Vendor provides to customers, access to the Software by way of its centrally web-hosted platform on a subscription basis as a Software-as-a-Service (SaaS) offering. The Software can be configured to provide for data from various information feed sources to meet the Customer’s needs, including the CAD application currently in use at the Pembroke Pines Police Department (“Customer”). Customer now desires Vendor to provide, and Vendor desires to provide, Customer with access to the Software by way of Vendor’s SaaS offering.

Vendor and Customer may sometimes be referred to herein each as “Party” or together as “Parties.” Based on the foregoing premises and the promises set forth below, the Parties agree as follows:

### AGREEMENT

#### 1. Grant of License.

1.1. License Grant. During the Term, and subject to the terms and conditions of this Agreement, Vendor hereby grants to Customer a limited, non-exclusive, non-transferable, non-assignable, license, on a subscription basis only, without the right to grant sublicenses, to access and use the Software via Vendor’s web-based platform, over the Internet, as a SaaS solution, solely to support Customer’s normal course of business, as configured by Vendor in accordance with Sections 2 and 3 below (“Solution”). The license is limited for use by Sworn Officers to the number set forth in Schedule A. Additional license fees will apply if Customer desires to add more Sworn Officers. Civilian workers that are directly employed by Customer may also use the Solution. However, Customer shall not provide any third party access to the Software or Solution without Vendor’s prior written consent. The license granted in this Section 1 shall also include modifications to the Solution or Software that Vendor may make available to the Services that Customer procures from Vendor.

1.2. Restrictions on Use. Customer shall not, and shall not permit others to, without Vendor’s prior written consent: (i) exceed the number of permitted Sworn Officers set forth on Schedule A; (ii) license, sublicense, sell, resell, distribute, rent, lease, assign or transfer the Software or Solution to any third party; or (iii) modify, customize, reverse engineer, adapt, reverse assemble, reverse compile or create derivative works of the Software or Solution or any part thereof.

**2. Street Smart™ SaaS Solution Services.** Upon execution of this Agreement effective May 1, 2022, the Parties will execute an agreement for a contract term of three (3) years to maintain and support the Customer's Street Smart™ software application configuration and connection to the number of feeds, managed lists or spreadsheet connectors set forth on Schedule A. If Customer desires additional feeds, configuration or customization, a Statement of Work will be entered into and additional fees will apply, as set forth in Section 3 below.

**3. Professional Services and Statements of Work.** If additional Services are requested of Vendor beyond the scope of the initial set up and configuration services set forth in Section 2 above, the Parties will enter into a mutually agreed upon Statement of Work ("SOW") identifying the Services and tasks to be performed by Vendor, and set forth an estimate of the hours and corresponding fees for such Services. Unless otherwise set forth in the SOW, all Services will be provided by Vendor on a "time and material" basis.

**4. Customer Support.** During the Term, Vendor will provide Customer with the ability to report technical issues 24x7 for the Software/Solution. Response times to resolve issues are set forth at Vendor's Customer Support Policy, attached hereto as Schedule B.

Telephone support shall be available to not more than three (3) named callers. Vendor support includes troubleshooting, basic usability, and navigation assistance. If applicable, Customer agrees to provide Vendor access to production systems for purposes of customer support.

**5. Service Level Agreement.** Vendor will provide the Services in accordance with the Service Level Agreement attached hereto as Schedule B.

**6. Fees and Payment Terms.**

6.1 Payment Terms. Fees and payment terms for the Initial Term of the Agreement are set forth in Schedule A and will be paid to Vendor by Customer.

Fees for Services for any renewal term ("Renewal Term") will be invoiced by Vendor to Customer prior to the expiration of the Initial Term or any Renewal Term. If Customer chooses not to renew the Services, it will provide Vendor with written notice of such decision at least thirty (30) days prior to the expiration of the Initial Term or any Renewal Term.

Customer shall pay to Vendor all Fees due hereunder, as set forth in Schedule A or otherwise in writing by a SOW, purchase order, or other similar document, within thirty (30) days after receipt of Vendor invoice.

Unless otherwise instructed by Customer in writing, Vendor shall send all invoices to Customer at the following:

Pembroke Pines Police Department  
9500 Pines Boulevard  
Pembroke Pines, FL 33024  
Attn: Chief Kipp Shimpeno  
Email: PoliceFinance@PPines.com

6.2 Expenses. Customer shall reimburse Vendor for pre-approved travel expenses incurred while performing Services hereunder. Such expenses are included in any estimates provided in a SOW. All travel expenses required for the initial set up and training are included in the setup fee set forth at Schedule A.

6.3 Taxes. Customer hereby asserts that it is responsible for the payment of taxes that might be applicable to the Services procured hereunder.

## 7. Ownership.

7.1 Solution. Customer acknowledges and agrees that it is acquiring only the right to access and use the SaaS Services, Solution, and underlying Software licensed under this Agreement. Vendor, or its licensors as the case may be, is the owner of all right, title, and interest in and to the Software and Solution and all components and copies thereof, all modifications thereto (including derivative works based on the Solution or underlying Software application), and changes to the Solution made by Vendor pursuant to this Agreement, and all of the intellectual property rights in and to all of the foregoing. In no event shall title to all or any part of the Solution or underlying Software applications pass to Customer. Customer agrees that as between the Parties, the Solution, all underlying Software applications, and all copies (in whole or part) shall remain the exclusive property of Vendor, or its licensors as the case may be, and may not be copied or used except as expressly authorized by this Agreement.

7.2 Documentation and Training Materials. All Vendor documentation and training materials provided by Vendor hereunder, and all modifications thereto and intellectual property rights therein, shall be the sole and exclusive property of Vendor. Customer may make copies of such documentation and training materials for its reasonable and ordinary internal training purposes only. All proprietary rights notices contained on the Vendor documentation and training materials shall be reproduced on any copies. Subject to applicable open records laws, no copies of Vendor documentation or training materials shall be provided to any third party or competitor of Vendor.

### 7.3 Customer Data.

(a) All data uploaded by Customer into or created using Vendor's SaaS Services is owned solely by the Customer, and Vendor will not access such data unless for the sole purpose of delivering the Services. Customer acknowledges and agrees that Vendor is merely a provider of the SaaS Services and the Solution on which the Customer Data resides.

(b) Customer may access and retrieve Customer data stored using the SaaS Services at its sole discretion, regardless of who created the content and for what purpose. Customer will use due diligence to validate the Customer Data that resides in the Solution prior to taking action on such data. Customer shall ensure compliance with all applicable laws and regulations, including 28 CFR Part 23 and the Criminal Justice Information Services ("CJIS") requirements with respect to the Customer Data.

(c) Customer hereby authorizes Vendor to access Customer Data for the sole purpose of providing the Solution and Services hereunder. Vendor will not share Customer Data with any third parties, subject to Section 12.2 herein, or modify any Customer Data without Customer's express written consent. Access to Customer Data by Vendor's authorized representatives shall be conducted in a safe, secure, and reliable manner.

## 8. Security

### 8.1 Security.

(a) Vendor will operate the Services in alignment with NIST and CJIS controls.

(b) Vendor will provide a copy of their internal Statement of Cybersecurity posture prior to entering into this agreement.

(c) Vendor will permanently delete all data and copies of data from its systems when deleted by the Customer, any authorized End User, or as designated in customer-defined retention schedules.

## 9. Limited Warranty

### 9.1. Software/Solution Warranties.

(a) Vendor hereby represents and warrants to Customer (i) that the Solution provided under this Agreement will conform in all material respects as described in Vendor's published documentation ("Documentation") and to Customer specifications that Vendor has agreed to in writing and incorporated into this Agreement ("Specifications"); (ii) that Vendor has the legal right to enter into and perform its obligations under this Agreement; and (iii) that, at the time of Customer access, to the best of Vendor's knowledge, the Solution provided under this Agreement does not violate or in any way infringe upon the intellectual property rights of any third party. For purposes of this Agreement, "knowledge" of a business entity shall mean the actual knowledge of its executive officers and key managers. Customer must promptly report any defects in the Solution to Vendor within thirty (30) days of its discovery in writing in order to receive the warranty remedy set forth in this Section 8.1(a).

(b) Vendor's sole obligation under this Software/Solution warranty shall be to provide a workaround or correction for or replace, any defective or nonconforming Solution so as to enable the Solution to materially conform to the Documentation and Specifications or otherwise as warranted above. All issues will be worked in accordance with support timelines set forth in Schedule B. If Vendor does not provide a work around or correction for, or replace, the Solution so that it materially conforms to the Documentation and Specifications within the resolution time provided by Vendor to Customer, then Customer has the option to terminate the Services upon written request, and Vendor will refund prepaid fees pro-rated for the balance remaining in the then-current term.

(c) Vendor shall have no obligation under this warranty if the Solution has been used other than in accordance with this Agreement.

d) EXCEPT AS SET FORTH IN THIS SECTION 9.1, VENDOR AND ITS SUPPLIERS MAKE NO WARRANTIES OR CONDITIONS TO ANY PERSON OR ENTITY WITH RESPECT TO THE SOFTWARE OR SOLUTION OR ANY DERIVATIVES THEREOF AND DISCLAIM ALL IMPLIED WARRANTIES, INCLUDING WITHOUT LIMITATION ANY WARRANTIES OR CONDITIONS OF MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE, INFORMATIONAL CONTENT, SYSTEM INTEGRATION, OR ENJOYMENT.

9.2 Services Warranties. The following service warranty applies to professional services performed for Customer under a SOW if any.

(a) Vendor warrants to Customer that any professional services for a particular SOW will be performed in a manner consistent with generally accepted industry practices. Customer must report any deficiencies in the Services to Vendor in writing within ninety (90) days of completion of the Services for that particular SOW or order in order to receive the warranty remedy set forth in this Section 9.2.

(b) If the Services are not performed in a manner consistent with generally accepted industry practices, then Vendor's obligation under this service warranty shall be to re-perform the defective Services at no cost to Customer. For any breach of the services warranty set forth in this Section 9.2, Customer's remedy, and Vendor's liability, shall be the re-performance of the Services at no cost to Customer, and if Vendor fails to re-perform the Services as warranted within the resolution time mutually agreed upon by Vendor and Customer, Customer shall be entitled to a refund within thirty (30) days of notice by Customer of the fees paid by Customer to Vendor for the deficient services and to immediately terminate the particular statement of work without liability.

(c) EXCEPT AS SET FORTH IN THIS SECTION 9.2, VENDOR AND ITS SUBCONTRACTORS MAKE NO WARRANTIES OR CONDITIONS TO ANY PERSON OR ENTITY WITH RESPECT TO PROFESSIONAL SERVICES PERFORMED HEREUNDER, AND

DISCLAIM ALL IMPLIED WARRANTIES OR CONDITIONS, INCLUDING WITHOUT LIMITATION ANY WARRANTIES OR CONDITIONS OF WORKMANSHIP, MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE AND NON-INFRINGEMENT.

9.3 Customer's Actions. In the event that Customer is required to provide any information or take any actions to facilitate the access and use of the Services and/or Solution, Customer will use good faith efforts to provide Vendor with the required information or take the required actions in a timely manner.

**10. LIMITATION OF LIABILITY.** TO THE EXTENT ALLOWED BY APPLICABLE LAW, EXCEPT FOR THE LIMITED WARRANTIES SET FORTH ABOVE, THE SAAS SERVICES, SOFTWARE, AND SOLUTION ARE PROVIDED BY STREET SMART TO CUSTOMER ON AN "AS IS" BASIS. UNLESS OTHERWISE EXPRESSLY SET FORTH IN THIS AGREEMENT, VENDOR DOES NOT WARRANT THAT THE SOFTWARE OR SOLUTION WILL BE UNINTERRUPTED OR ERROR-FREE, OR MAKE ANY WARRANTY AS TO THE RESULTS OBTAINED FROM THE USE OF THE SOFTWARE OR SOLUTION. IN NO EVENT SHALL VENDOR OR ITS LICENSORS, AFFILIATES, CONTRACTORS, MANAGERS, MEMBERS OR THEIR RESPECTIVE EMPLOYEES OR AGENTS BE LIABLE FOR LOSS OR INACCURACY OF DATA OR SYSTEM USE, DOWNTIME, GOODWILL, PROFITS OR OTHER BUSINESS LOSS, OR ANY OTHER INDIRECT, CONSEQUENTIAL, EXEMPLARY, SPECIAL, INCIDENTAL, OR PUNITIVE DAMAGES IN CONNECTION WITH CUSTOMER'S USE OF THE SAAS SERVICES, SOFTWARE OR SOLUTION, VENDOR'S PROVISION OF ANY PROFESSIONAL SERVICES, OR THIS AGREEMENT, UNDER CONTRACT, TORT, STRICT LIABILITY OR OTHER LEGAL OR EQUITABLE THEORY. THIS LIMITATION SHALL APPLY EVEN IF VENDOR HAS BEEN ADVISED OF THE POSSIBILITY OF SUCH DAMAGES.

EACH PARTY ACKNOWLEDGES THAT THIS LIMITATION OF LIABILITY REFLECTS AN INFORMED, VOLUNTARY ALLOCATION BETWEEN THE PARTIES OF THE RISKS (KNOWN AND UNKNOWN) THAT MAY EXIST IN CONNECTION WITH THIS AGREEMENT, AND THAT THIS LIMITATION WILL APPLY REGARDLESS OF THE FAILURE OF ESSENTIAL PURPOSE OF ANY LIMITED REMEDY. EXCEPT FOR THE GROSS NEGLIGENCE OR INTENTIONAL MISCONDUCT OF VENDOR, IN NO EVENT SHALL THE TOTAL LIABILITY OF STREET SMART AND ITS AFFILIATES, INCLUDING BUT NOT LIMITED TO DAMAGES OR LIABILITY ARISING OUT OF CONTRACT, TORT, BREACH OF WARRANTY, INFRINGEMENT OR OTHERWISE, EXCEED \$500,000. IN NO EVENT SHALL VENDOR HAVE ANY LIABILITY FOR CUSTOMER'S MISUSE OR FAILURE TO USE THE SOLUTION.

## **11. Indemnification**

11.1 General Indemnification. (a) To the maximum extent allowed by applicable law, the Vendor shall defend, indemnify, and save harmless Indemnitees from and against all Charges that arise in any manner from, in connection with, or out of this contract to the extent such Charges are the direct result of acts or omissions of the Vendor or its subcontractors or anyone directly or indirectly employed by any of them or anyone for whose acts any of them may be liable. In performing its duties under this subsection "a" the Vendor shall at its sole expense defend Indemnitees with legal counsel reasonably acceptable to Customer. (b) Definitions. As used in subsections "a" above and "c" below, "Charges" means claims, judgments, costs, damages, losses, demands, liabilities, duties, obligations, fines, penalties, royalties, settlements, expenses and interest and reasonable attorneys' fees assessed as part of any such item. "Indemnitees" means Customer and its officers, officials, independent contractors, agents, and employees, excluding the Vendor. (c) Other Provisions Separate. Nothing in this section shall affect any warranties in favor of Customer that are otherwise provided in or arise out of this Contract. This section is in addition to and shall be construed separately from any other indemnification provisions that may be in this Contract. (d) Survival. This section shall remain in force despite termination of this Contract (whether by expiration of the term or otherwise) and termination of the Services of Vendor under this Contract for a period of three (3) years following such expiration or termination. In no event shall Vendor be liable or

have any indemnification obligations to Indemnitees for: (i) acts or omissions of Customer or contractors or anyone directly or indirectly employed by any of them or anyone for whose acts any of them may be liable; (2) Customer's use of, misuse, or failure to use the Software or Services; or (3) any Customer Data.

11.2 Infringement. Vendor will defend, indemnify and hold harmless Customer against any and all third party claims that the Software or Solution infringes any registered U.S. copyrights of such third party that are issued as of the Effective Date of the Agreement. Vendor shall pay any and all costs, damages, and expenses, including, without limitation, reasonable attorneys' fees and costs awarded against or otherwise incurred by Customer in connection with or arising from any such claim, suit, action, or proceeding. Customer shall be entitled to indemnification only if (a) within 15 days of its discovery of a potential claim it notifies Vendor in writing of such claim in sufficient detail to enable the Vendor to evaluate the claim, and (b) Customer cooperates in all reasonable respects, at Vendor's cost and expense, with the investigation, trial and defense of such claim and any appeal arising therefrom. Should the Solution become, or in Vendor's opinion be likely to become, the subject of such a claim of misappropriation or infringement, Vendor at its sole option, shall either: (a) procure for Customer the right to continue using the Solution, (b) replace such Solution with functionally-equivalent software, or modify such Solution to make it non-infringing, or (c) if neither option (a) nor (b) is reasonably available, terminate this Agreement and refund any pre-paid fees to Customer, pro-rated for the balance remaining in the then-current subscription term.

## 12. Term and Termination.

12.1 Term. The Initial Term shall commence as of the Effective Date of this Agreement and continue in full force and effect for a three (3) year Term following the Effective Date as set forth in Section 2 above and Schedule A. The term of the Agreement may be renewed by the Parties for two (2) two (2) year renewal terms set forth in a written amendment hereto.

12.2 Termination. This Agreement may be terminated as follows:

12.2.1 Termination for Convenience. Without limiting any party's right to terminate for breach, the parties agree that Customer may terminate this Agreement on 90 days' advance written notice to the Vendor due to lack of funding. Otherwise, there is no right to terminate for convenience during the Initial Term or any renewal term, if any.

12.2.2 Termination for Cause.

- (a) Either Party may terminate this Agreement if the other Party breaches any of the material terms and fails to cure such breach within 30 days after receipt of written notice of such breach, or, if the breach cannot be reasonably cured within said period, to promptly commence to cure and diligently proceed until cured.
- (b) Either Party may terminate this Agreement if the other Party (i) becomes insolvent, (ii) makes an assignment for the benefit of creditors, (iii) files or has filed against it a petition in bankruptcy or seeking reorganization, (iv) has a receiver appointed, or (v) institutes any proceedings for the liquidation or winding up; provided, however, that, in the case any of the foregoing is involuntary, such Party shall only be in breach if such petition or proceeding has not been dismissed within 90 days.
- (c) If the breaching Party cures any such breach as provided herein, this Agreement shall continue unabated and the breaching Party shall not be liable to the other for any loss, damage or expense arising out of or from, resulting from, related to, in connection with or as a consequence of any said breach. If the Services have not been provided for 30 days or more

after notice by Customer, Customer may terminate this Agreement and receive a refund of prepaid fees pro-rated for the balance remaining on the then-current subscription term.

12.3 Effect of Termination. Upon termination or expiration of this Agreement, Vendor shall have the right to terminate Customer's access to the SaaS Services and Solution and discontinue Services to Customer provided Vendor has provided thirty (30) days of written notice of termination.

12.4 Data Release. If requested by Customer prior to the termination or expiration of this Agreement, Vendor will assist Customer with the release or copying of any Customer Data contained within the Solution, subject to Customer signing a data release agreement. Vendor will at no cost provide access so that Customer's technical support personnel are able to copy the data. Upon request for technical support or assistance to such access, Vendor shall provide a work order to Customer which outlines the level of effort, at the professional services rates stated in Schedule A, in support of such data release. Customer shall either accept or reject the work order within thirty (30) days of receipt of said work order. If Customer fails to provide written acceptance or rejection of said work order within thirty (30) days, the work order will be deemed to be rejected, and Vendor shall have the right to remove, delete, or destroy the Customer Data from the Solution.

12.5 Data Deletion. Vendor will permanently delete all data and copies of data from its System within thirty (30) days of notice from Customer.

12.6 Survival. The provisions of Sections 6, 7, 8, 9, 10, 11, and 12 shall survive the termination of this Agreement.

### 13. **General Provisions.**

13.1 Binding Agreement. This Agreement is binding on the heirs, executors, administrators, successors and permitted assigns of the Parties.

#### 13.2 Public Records and Confidentiality.

(a) Obligations. Each party will: (1) protect the other party's Confidential Information with the same standard of care it uses to protect its own Confidential Information; and (2) not disclose the Confidential Information, except to certain affiliates, employees, and agents who have agreed in writing to keep the information confidential. Each party (and any affiliates, employees, and agents to whom the information has been disclosed) may use Confidential Information only to exercise rights and fulfill its obligations under this Agreement while using reasonable care to protect it. Each party is responsible for any actions of its affiliates, employees, and agents that are in violation of this Section.

(b) Exceptions. Confidential Information does not include information that: (1) the recipient of the Confidential Information already knew; (2) becomes public through no fault of the recipient; (3) was independently developed by the party; or (4) was rightfully given to the recipient by another party.

(c) Required Disclosure. Each party may disclose the other party's Confidential Information when required by law but only after it: (1) uses commercially responsible efforts to notify the other party; and (2) gives the other party the chance to challenge the disclosure.

(d) Third-Party Requests. If a Party is responsible for responding to Third Party Requests, such Party will, to the extent allowed by law and by the terms of the Third Party Request: (1) promptly notify the other Party of its receipt of a Third Party Request in a manner permitted by law; (2) comply with the other Party's reasonable requests regarding its efforts to oppose a Third Party Request; and (3) provide the other Party with the information or tools required for the other Party to respond to the Third Party Request.

(e) **Data Breach.** In the event of a data breach or unauthorized access of the Customer's data, Vendor will promptly notify the Customer of the breach, including details of its nature, the data compromised, mitigation efforts, and corrective actions to be taken by Vendor.

13.3 **Assignment.** This Agreement is not assignable by either party without the prior written consent of the other.

13.4 **No Waiver.** If either Party waives any breach by the other, it shall not be construed as a waiver of any subsequent breach. Each Party's rights hereunder shall be cumulative, and any rights hereunder may be exercised concurrently or consecutively and shall include all remedies available even though not expressly referred to herein.

13.5 **Electronic Media.** A copy of this Agreement and the signatures affixed hereto transmitted and delivered by facsimile or electronic mail shall be deemed to be originals for all purposes. In addition, either Party may scan or otherwise convert this Agreement into an electronic and/or digital media file, and a copy of this Agreement or the electronic data file produced from any such electronic or digital media format may serve and be given the same legal force and effect as the original.

13.6 **Right to Subcontract.** Vendor may subcontract for the provision of certain portions of the Solution under this Agreement. Customer acknowledges and agrees that the provisions of this Agreement inure to the benefit of and are applicable to any subcontractors engaged by Street Smart LLC to provide any service set forth herein to Customer, and bind Customer to said subcontractor(s) with the same force and effect as they bind Customer to Street Smart LLC.

13.7 **Entire Agreement.** This Agreement, including the attachments hereto, constitutes the entire agreement between the Parties with respect to the subject matter hereof and supersedes and replaces all prior or contemporaneous oral or written statements, proposals, communications, negotiations, agreements, advertising and marketing including correspondence, brochures and Internet websites.

13.8 **Force Majeure.** Neither Party shall be held liable for any damages or penalty for delay in the performance of its obligations hereunder when such delay is due to earthquake, flood, fire, hurricane, power failure, tornado, terror, riot, war, or other event or disaster beyond the Party's control, provided the Party uses reasonable efforts seeking to (a) mitigate the consequences and (b) promptly notify the other Party.

13.9 **Notices.** Any notice required or permitted under this Agreement shall be in writing, shall reference this Agreement and will be deemed given: (i) upon personal delivery to the appropriate address; or (ii) three (3) business days after the date of mailing if sent by certified or registered mail; or (iii) one (1) business day after the date of deposit with a commercial courier service offering next business day service with confirmation of delivery.

All communications shall be sent to the contact information set forth below or to such other contact information as may be designated by a Party by giving written notice to the other Party pursuant to this provision:

To Vendor: Street Smart LLC  
204 Caughman Farm Lane, Suite 201  
Lexington, South Carolina 29702  
Attn: Cicero G. Lucas, Chief Executive Officer  
Email: [contracts@myfivepoint.com](mailto:contracts@myfivepoint.com)

With copy to: Street Smart LLC  
204 Caughman Farm Lane, Suite 201  
Lexington, South Carolina 29702  
Attn: Sharon Reynolds, Business Operations Manager

Email: [contracts@myfivepoint.com](mailto:contracts@myfivepoint.com)

To Customer: Pembroke Pines Police Department  
9500 Pines Boulevard  
Pembroke Pines, FL 33024  
Attn: Chief Kipp Shimpeno  
Email: PoliceFinance@ppines.com

13.10 Severability. If any provision of this Agreement is determined by a court or arbitrator of competent jurisdiction to be invalid or unenforceable, such determination shall not affect the validity or enforceability of any other part or provision of this Agreement, and such provisions shall be interpreted so as to effectuate the intent and purpose of the Parties.

13.11 Waiver and Modification. Waiver of any breach or failure to enforce any term of this Agreement shall not be deemed a waiver of any breach or right to enforce which may thereafter occur. Any waiver of any provision of this Agreement shall be effective only if in writing and signed by both Parties.

13.12 Modifications. Any amendment, supplementation, or other modification of any provision of this Agreement shall be effective only if in writing and signed by both Parties. It is the intent of the Parties that this Agreement shall expressly apply to exclude any additional or conflicting terms in any purchase order or similar ordering document ("PO") issued by Customer and requires instead a writing between the Parties that is separate and apart from any such PO to amend or add to this Agreement.

13.13 Relationship of Parties. This Agreement shall not be construed as creating an agency, partnership, joint venture, or any other form of legal association between the Parties and each Party is an independent contractor.

13.14 Counterparts. This Agreement may be executed in one or more counterparts, each of which shall for all purposes be deemed an original.

13.15 Compliance with Laws. The Parties agree to fully comply with all laws and regulations in the performance of this Agreement, including all relevant export and import laws and regulations of the United States. Further, if applicable, Customer agrees to fully comply with 28 CFR Part 23.

13.16 Choice of Law; Dispute Resolution; Jurisdiction; Venue. This Agreement and all amendments, modifications, alterations, or supplements hereto, and the rights of the Parties hereunder shall be construed under, and be governed by, the substantive laws of the State of Delaware, without regard to any conflict of law provisions. The provisions of the United Nations Convention on Contracts for the International Sale of Goods will not apply to this Agreement. If there is a dispute between the Parties relating to this Agreement, the Parties shall first attempt to resolve the dispute by escalating the dispute within their respective organizations. Any litigation arising out of or relating to this Agreement shall take place exclusively in the appropriate state or federal court in the State of Delaware.

13.17 Paragraph Headings. The paragraph titles used herein are for convenience of the Parties only and shall not be considered in construing the provisions of this Agreement.

13.18 Order of Precedence; Governing Documents. If a purchase order or similar ordering document is issued by Customer for the Solution and/or Services hereunder, the Parties hereby agree that the terms and conditions of this Agreement shall govern and take precedence over any different or additional terms and conditions of such purchase order or similar document. If there is any conflict between the terms and conditions of this Agreement and any purchase order or similar document, the terms and conditions of this Agreement shall govern. The parties expressly agree that different or additional terms shall govern unless by a formal amendment to this Agreement signed by the parties.

13.19 Authority to Bind. Each Party hereby represents and warrants that the Party signing below has full right, power, and authority to enter into this Agreement and bind such Party accordingly.

IN WITNESS WHEREOF, Customer and Vendor have caused this contract to be executed under seal themselves or by their respective duly authorized agents or officers.

STREET SMART LLC

By Cicero M Lucas

Name CICERO G LUCAS

Title CEO

Date 3/25/22

CITY OF PEMBROKE PINES DEPARTMENT

By [Signature]

Name: FRANK C. ORTIS

Title: MAYOR

Date April 6, 2022

By [Signature]  
DocuSigned by:  
47B966ECFDAD4AC...

Name: CHARLES F. DODGE

Title: CITY MANAGER

Date April 20, 2022

APPROVED AS TO FORM:

[Signature]  
DocuSigned by:  
013E807C191D4FF...

Name: Danielle Schwabe

OFFICE OF THE CITY ATTORNEY

## SCHEDULE A PRODUCTS & PRICING SCHEDULE

**Customer Name and Address:** City of Pembroke Pines (“Customer”)  
601 City Center Way, 4th Floor  
Pembroke Pines, Florida 33025

Pembroke Pines Police Department  
9500 Pines Boulevard  
Pembroke Pines, FL 33024  
Attn: Chief Kipp Shimpeno

**Prepared By:** Derek Harris

**Initial Term:** Three (3) Years starting on 5/1/2022 through 4/30/2025 (subject to right to terminate for convenience as set forth in Section 2 of the Addendum). The term of the Agreement may be renewed by the Parties for two (2) two (2) year renewal terms set forth in a written amendment to the Agreement.

**Product/Services Selected:** Street Smart SaaS Solution

**Number of Sworn Officers:** 255 sworn officers at \$150 per officer per year

<b>FEES</b>	
<b>Street Smart SaaS Solution Fees</b>	
Year 1 SaaS Fees*	\$ 39,398.00
Year 2 SaaS Fees*	\$ 40,580.00
Year 3 SaaS Fees*	\$ 41,797.00

### INVOICING AND PAYMENT TERMS

Invoicing.

Street Smart will invoice Customer for the Year 1 Fees at the execution of this Agreement, to include Year 1 SaaS Fees and the Initial Set-up Fees, for a total Year 1 cost of \$39,398.00. Year 2 and Year 3 fees will be invoiced at the anniversary date of 5/1/2022.

Payment Terms. Payments are due no later than thirty (30) days after receipt of Street Smart invoice.

Additional Fees. Credit card payments are subject to a 3% processing fee.

\* 3% annual CPI

## SCHEDULE B

### STREET SMART LLC SAAS SOLUTION Service Levels and Standard Customer Support Policy

Three ways to contact Support:

Phone: 800-209-2312

Email: [support@streetsmart247.com](mailto:support@streetsmart247.com)

Website: [www.streetsmart247.com](http://www.streetsmart247.com)

#### **Uptime Availability**

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Street Smart will maintain 98% total availability of the Solution, including Software, Service, and SaaS to Customer measured on a monthly basis, excluding scheduled maintenance of 4 hours per month or less (“Scheduled Maintenance”). Street Smart will provide Customer with a minimum of forty-eight (48) hour notice of any Scheduled Maintenance to those person(s) specified by Customer in writing as the primary contact(s). Scheduled Maintenance will be performed outside of normal business hours, as defined Monday through Friday (except holidays) from 8AM ET to 8PM ET (“Normal Business Hours”). Emergency repairs will be performed as required and Street Smart will promptly notify Customer of such action.

#### **Service Level Definitions**

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##### **LEVEL 1 – Support provides the following services:**

- Forgotten ID’s and passwords
- Account expiry issues (ID and password changes)
- Day-to-day use of the Street Smart Software
- Connectivity issues including LAN, wireless access from the patrol cars and Internet access
- Initial triage of the support request to determine the next level of support, if required
- Logging the call and tracking its progress through to resolution

##### **LEVEL 2 – Support provides the following services which includes a more detailed understanding of the inner workings of the application:**

- Additional contact with the customer to continue to triage the support request and resolve items such as:
  - Data issues including integrity and accuracy
  - Problems with maps including geo-location inaccuracies
  - Problem with CAD or other related Crime data feeds
  - Problems with included third-party components
  - Server imbalance
  - Performance issue
  - Interface with Level 3 support team to help identify a resolution

##### **LEVEL 3 – Support services provide code-level changes to the application**

- Identification and resolution of a software failure which requires a patch or fixes
- Provide assistance to level 2 support to identify problems and provide solutions that can be applied without code changes.

## Severities

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<b>Severity 1</b> High Priority Critical	<b>Definition:</b> System down or data unavailable for use. To report a severity 1 problem or to submit a severity 1 service request, the customer must provide two contact names (primary and backup) and their phone numbers before the request is accepted as severity 1.
Initial Response Time	All severity 1 problem reports or service requests will be responded to within 2 hrs. This type of request is available for submission and response 24x7. Street Smart will provide the status of the work request every hour on the hour via telephone to the customer via the contact points mentioned above.
Resolution Time	As the resolution time depends on the type of problem or request, it cannot be determined in advance. Street Smart support team will work 24 hrs a day, 7 days a week until the problem is resolved. During this period, the customer must be available to help with the problem determination and resolution. Once the problem is identified, Street Smart will provide Licensee with a resolution time (“Resolution Commitment Date”).

<b>Severity 2</b> Medium Priority	<b>Definition:</b> Major functions down or not working as expected. Adversely affects and prevents the accomplishment of an operational or mission essential function. Typically a workaround is not available.
Initial Response Time	All severity 2 problem reports or service requests can be submitted to the Support Center 24/7. However, responses to these requests will only be made between Monday through Friday, 8AM EST to 8PM EST. Requests will be responded to within 4 hrs during these business hours. Street Smart will provide the status of the work request on a daily basis at the beginning of each day via telephone to the requester or by email.
Resolution Time	As the resolution time is depended on the type of problem or request, it cannot be determined in advance. Street Smart support team will work on the problem/request during normal office hours until the problem is resolved. During this period, the customer must be available to help with the problem determination and resolution. Once the problem is identified, Street Smart will provide Customer with a resolution time (“Resolution Commitment Date”).

<b>Severity 3</b> Low Priority	<b>Definition:</b> Minor function down or not working as expected / cosmetic issues. Adversely affects (but does not prevent) the accomplishment of an operational or mission essential function. Typically a workaround is available.  Priority Three Defects do not include aborts or loss of data.
Initial Response Time	All severity 3 problem reports or service requests can be submitted to the Support Center 24/7. However, responses to these requests will only be made between Monday through Friday, 8AM EST and 8PM EST. During these business hours, requests will be

	responded to within 24 hrs. Street Smart will provide the status of the work request every three days the beginning of each day via telephone to the requester or by email.
Resolution Time	As the resolution time depends on the type of problem or request, it cannot be determined in advance. Street Smart support team will work on the problem/request during normal office hours until the problem is resolved. During this period, the customer must be available to help with the problem determination and resolution.

<b>Severity 4</b> Low Priority	<b>Definition:</b> Enhancement, feature/user request or training. May include password resets or training questions.
Initial Response Time	All severity 4 problem reports or service requests can be submitted to the Support Center 24/7. However, responses to these requests will only be made between Monday through Friday, 8AM EST and 8PM EST. During these business hours, requests will be responded to within 24 hrs.
Resolution Time	Street Smart support team will work on the problem / request during normal office hours until the problem is resolved with the assistance of the customer.

## Remedy

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If Street Smart does not meet its system availability commitment of 98%, as set forth above, upon Customer's timely request, which request shall be made no later than ninety (90) days following any such event, a credit will be applied based on the proportion of such deficiency (the amount less than 98%) to the total number of hours in a month. Customer may apply the credit against the next applicable subsequent billing period or renewal term fees. Service credits will only apply to problems associated with Street Smart and its network or data center. No credit will be given if it is determined the problem is at Customer, the Internet, or otherwise out of Street Smart's control.



## City of Pembroke Pines

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### Addendum to Street Smart LLC Software-as-a-Service Agreement

This ADDENDUM (“Addendum”) dated April 6, 2022, is entered into by and between the **City of Pembroke Pines**, a Florida municipal corporation located at 601 City Center Way, Pembroke Pines, FL 33025 (“CITY”), and **5Point Solutions, LLC**, parent company of its wholly owned subsidiary Street Smart LLC with a principal address of 204 Caughman Farm Lane, Suite # 201, Lexington, SC 29072 (“VENDOR”). The CITY and VENDOR shall be collectively referred to herein as the “Parties” and individually as a “Party”. The Street Smart Software as a Service Agreement and this Addendum shall be collectively referred to herein as the “Agreement”.

1. **Payment Terms.** All payments shall be governed by the Local Government Prompt Payment Act, as set forth in Part VII, Chapter 218, Florida Statutes. The CITY shall not be subject to late charges for past due amounts in excess of one percent (1%) as provided for in §218.74, Florida Statutes. Prices applicable to CITY do not include applicable state and local sales, use and related taxes. The CITY is exempt from state and local sales and use taxes and shall not be invoiced for the same. Upon request CITY will provide Company with proof of tax-exempt status.
2. **Termination.** The Agreement may be terminated by CITY for convenience, upon providing ninety (90) days written notice of such termination to VENDOR, in which event VENDOR shall be paid its compensation for services performed to termination date including services reasonably related to termination. The Agreement shall remain in full force and effect only as long as the expenditures provided for in the Agreement have been appropriated by the City Commission of the City of Pembroke Pines in the annual budget for each fiscal year of the Agreement, and is subject to termination based on lack of funding.
3. **Governing Law and Venue.** The Agreement shall be governed by and construed in accordance with the laws of the State of Florida as now and hereafter in force. The venue for any and all actions or claims arising out of or related to the Agreement shall be in Broward County, Florida.
4. **Non-Discrimination & Equal Opportunity Employment.** During the performance of the Agreement, neither VENDOR nor any subcontractors shall discriminate against any employee or applicant for employment because of race, religion, color, gender, national origin, sex, age, marital status, political affiliation, familial status, sexual orientation, or disability if qualified. VENDOR will take affirmative action to ensure that employees are treated during employment, without regard to their race, religion, color, gender, national origin, sex, age, marital status, political affiliation, familial status, sexual orientation, or disability if qualified. Such actions must include, but not be limited to, the following: employment, promotion, demotion or transfer, recruitment or recruitment advertising, layoff or termination, rates of pay or other forms of compensation, and selection for training, including apprenticeship. VENDOR shall agree to post in conspicuous places, available to employees and applicants for employment, notices to be provided by the



## City of Pembroke Pines

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contracting officer setting forth the provisions of this nondiscrimination clause. VENDOR further agrees that VENDOR will ensure that subcontractors, if any, will be made aware of and will comply with this nondiscrimination clause.

5. **Independent Contractor.** The Agreement does not create an employee/employer relationship between the parties. It is the intent of the parties that VENDOR is an independent contractor under the Agreement and not the CITY's employee for all purposes, including but not limited to, the application of the Fair Labor Standards Act minimum wage and overtime payments, Federal Insurance Contribution Act, the Social Security Act, the Federal Unemployment Tax Act, the provisions of the Internal Revenue Code, the State Workers' Compensation Act, and the State unemployment insurance law. VENDOR shall retain sole and absolute discretion in the judgment of the manner and means of carrying out VENDOR's activities and responsibilities hereunder provided, further that administrative procedures applicable to services rendered under the Agreement shall be those of VENDOR, which policies of VENDOR shall not conflict with CITY, State, or United States policies, rules or regulations relating to the use of VENDOR's funds provided for herein. VENDOR agrees that it is a separate and independent enterprise from the CITY, that it has full opportunity to find other business, that it has made its own investment in its business, and that it will utilize a high level of skill necessary to perform the work. The Agreement shall not be construed as creating any joint employment relationship between VENDOR and the CITY and the CITY will not be liable for any obligation incurred by VENDOR, including but not limited to unpaid minimum wages and/or overtime premiums.
  
6. **Public Records.** The City of Pembroke Pines is a public agency subject to Chapter 119, Florida Statutes. VENDOR shall comply with Florida's Public Records Law. Specifically, VENDOR shall:
  - 6.1 Keep and maintain public records required by the CITY to perform the service;
  - 6.2 Upon request from the CITY's custodian of public records, provide the CITY 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;
  - 6.3 Ensure that public records that are exempt or that are confidential and exempt from public record disclosure requirements are not disclosed except as authorized by law for the duration of the Agreement term and, following completion of the Agreement, VENDOR shall destroy all copies of such confidential and exempt records remaining in its possession after VENDOR transfers the records in its possession to the CITY; and
  - 6.4 Upon completion of the Agreement, VENDOR shall transfer to the CITY, at no cost to the CITY, all public records in VENDOR's possession. All records stored electronically by VENDOR must be provided to the CITY, upon request from the



City of Pembroke Pines

CITY's custodian of public records, in a format that is compatible with the information technology systems of the CITY.

- 6.5 The failure of VENDOR to comply with the provisions set forth in this Article shall constitute a default and breach of the Agreement, for which, the CITY may terminate the Agreement in accordance with the terms herein.

**IF VENDOR HAS QUESTIONS REGARDING THE APPLICATION OF CHAPTER 119, FLORIDA STATUTES, TO VENDOR'S DUTY TO PROVIDE PUBLIC RECORDS RELATING TO THE AGREEMENT, CONTACT THE CUSTODIAN OF PUBLIC RECORDS AT:**

**CITY CLERK  
601 CITY CENTER WAY, 4th FLOOR  
PEMBROKE PINES, FL 33025  
(954) 450-1050  
[mgraham@ppines.com](mailto:mgraham@ppines.com)**

- 7. **Notice.** Whenever any party desires to give notice unto any other party, it must be given by written notice, sent by certified United States mail, with return receipt requested, addressed to the party for whom it is intended and the remaining party, at the places last specified, and the places for giving of notice shall remain such until they shall have been changed by written notice in compliance with the provisions of this section. For the present, VENDOR and CITY designate the following as the respective places for giving of notice:

CITY: Charles F. Dodge, City Manager  
City of Pembroke Pines  
601 City Center Way, 4th Floor  
Pembroke Pines, Florida 33025  
Telephone No. (954) 450-1040

Copy To: Kipp Shimpeno, Chief of Police  
Pembroke Pines Police Department  
9500 Pines Boulevard  
Pembroke Pines, FL 33024  
Telephone No. (954) 436-3200

Copy To: Samuel S. Goren, City Attorney  
Goren, Cherof, Doody & Ezrol, P.A.  
3099 East Commercial Boulevard, Suite 200  
Fort Lauderdale, Florida 33308  
Telephone No. (954) 771-4500



City of Pembroke Pines

VENDOR: Sharon Reynolds, Business Operations Manager  
FivePoint Solutions LLC, parent company of its wholly owned

Subsidiary Street Smart LLC  
204 Caughman Farm Lane, Suite # 201  
Lexington, SC 29072  
E-mail: contracts@myfivepoint.com

- 8. **Confidentiality.** The confidentiality obligations set forth in the Agreement shall be binding to the extent permitted by applicable laws, including Ch. 119, Florida Statutes.
- 9. **Compliance with Laws.** VENDOR hereby warrants and agrees, that at all times material to this Addendum, VENDOR shall perform its obligations in compliance with all applicable federal, state, local laws, rules and regulations. Non-compliance may constitute a material breach of this Addendum.
- 10. **Scrutinized Companies.** VENDOR, its principals or owners, certify that they are not listed on the Scrutinized Companies that Boycott Israel List, Scrutinized Companies with Activities in Sudan List, Scrutinized Companies with Activities in the Iran Petroleum Energy Sector List, or are engaged in business operations with Syria. In accordance with §287.135, Florida Statutes, as amended, a company is ineligible to, and may not, bid on, submit a proposal for, or enter into or renew a contract with any agency or local governmental entity for goods or services of:
  - 10.1 Any amount if, at the time bidding on, submitting a proposal for, or entering into or renewing such contract, the company is on the Scrutinized Companies that Boycott Israel List, created pursuant to §215.4725, Florida Statutes, or is engaged in a boycott of Israel; or
  - 10.2 One million dollars or more if, at the time of bidding on, submitting a proposal for, or entering into or renewing such contract, the company:
    - 10.2.1 Is on the Scrutinized Companies with Activities in Sudan List or the Scrutinized Companies with Activities in the Iran Petroleum Energy Sector List, created pursuant to §215.473, Florida Statutes; or
    - 10.2.2 Is engaged in business operations in Syria.
- 11. **Employment Eligibility.** VENDOR certifies that it is aware of and complies with the requirements of §448.095, Florida Statutes, as may be amended from time to time and briefly described herein below.

11.1 **Definitions for this Section.**



## City of Pembroke Pines

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- 11.1.1 “Contractor” means a person or entity that has entered or is attempting to enter into a contract with a public employer to provide labor, supplies, or services to such employer in exchange for salary, wages, or other remuneration. “Contractor” includes, but is not limited to, a vendor or consultant.
- 11.1.2 “Contractor” includes, but is not limited to, a vendor or consultant.
- 11.1.3 “Subcontractor” means a person or entity that provides labor, supplies, or services to or for a contractor or another subcontractor in exchange for salary, wages, or other remuneration.
- 11.1.4 “E-Verify system” means an Internet-based system operated by the United States Department of Homeland Security that allows participating employers to electronically verify the employment eligibility of newly hired employees.
- 11.2 **Registration Requirement; Termination.** Pursuant to §448.095, Florida Statutes, effective January 1, 2021, Contractors, shall register with and use the E-verify system in order to verify the work authorization status of all newly hired employees. Contractor shall register for and utilize the U.S. Department of Homeland Security’s E-Verify System to verify the employment eligibility of:
- 11.2.1 All persons employed by a Contractor to perform employment duties within Florida during the term of the contract; and
- 11.2.2 All persons (including subvendors/subconsultants/subcontractors) assigned by Contractor to perform work pursuant to the contract with the City of Pembroke Pines. The Contractor acknowledges and agrees that registration and use of the U.S. Department of Homeland Security’s E-Verify System during the term of the contract is a condition of the contract with the City of Pembroke Pines; and
- 11.2.3 The Contractor shall comply with the provisions of Section 448.095, Florida Statutes., "Employment Eligibility," as amended from time to time. This includes, but is not limited to registration and utilization of the E-Verify System to verify the work authorization status of all newly hired employees. Contractor shall also require all subcontractors to provide an affidavit attesting that the subcontractor does not employ, contract with, or subcontract with, an unauthorized alien. The Contractor shall maintain a copy of such affidavit for the duration of the contract. Failure to comply will lead to termination of this Contract, or if a subcontractor knowingly violates the statute, the subcontract must be terminated immediately. Any challenge to termination under this provision must be filed in the Circuit Court no later than twenty (20) calendar days after the date of termination. Termination of this Contract under this Section is not a breach of contract



*City of Pembroke Pines*

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and may not be considered as such. If this contract is terminated for a violation of the statute by the Contractor, the Contractor may not be awarded a public contract for a period of one (1) year after the date of termination.

12. **Amendments.** No modification, amendment, or alteration in the terms or conditions contained herein shall be effective unless contained in a written document executed by the Parties.
13. **Access to Records.** Upon request and reasonable notice, CITY shall have access and the right to examine any books, documents, accounting records, data, logs, reports and other records directly pertinent to VENDOR's performance pursuant to the Agreement during the term of the Agreement during normal business hours, until the expiration of five (5) years after final payment hereunder unless all records are transferred to CITY upon termination of Agreement. As required by Ch. 119, Florida Statutes, records related to the Agreement may be public records open for inspection unless an applicable exception applies and shall be retained pursuant to the State of Florida General Records Schedule GS1-SL and GS2.
14. **Attorneys' Fees.** In the event that either Party brings suit for enforcement of the Agreement, each Party shall bear its own attorney's fees and court cost unless otherwise provided for in this Addendum.
15. **Sovereign Immunity.** Nothing contained in the Agreement is intended nor shall be construed to waive CITY's rights and immunities under the common law or §768.28, Florida Statutes, as may be amended from time to time.
16. **Insurance.** The VENDOR expressly understands and agrees that any insurance protection required by the Agreement or otherwise provided by the VENDOR shall in no way limit the responsibility to indemnify, keep and save harmless and defend the CITY or its officers, employees, agents and instrumentalities as herein provided.
  - 16.1 The VENDOR shall not commence work under the Agreement until it has obtained all insurance required under this paragraph and such insurance has been approved by the Risk Manager of the CITY nor shall the VENDOR allow any subcontractor to commence work on any subcontract until all similar such insurance required of the subcontractor has been obtained and similarly approved.
  - 16.2 Certificates of Insurance, reflecting evidence of the required insurance, shall be filed with the CITY's Risk Manager prior to the commencement of the Agreement. Policies shall be issued by companies authorized to do business under the laws of the State of Florida. The insurance company shall be rated no less than "A" as to management, and no less than "Class VI" as to financial strength according to the latest edition of Best's Insurance Guide published by A.M. Best Company.



*City of Pembroke Pines*

- 16.3 Certificates of Insurance shall provide for thirty (30) days' prior written notice to the CITY in case of cancellation or material changes in the policy limits or coverage states. If the carrier cannot provide thirty (30) days' notice of cancellation, either the VENDOR or their Insurance Broker must agree to provide notice.
- 16.4 Insurance shall be in force until all obligations required to be fulfilled under the terms of the Agreement are satisfactorily completed as evidenced by the formal acceptance by the CITY. In the event the insurance certificate provided indicates that the insurance shall terminate and lapse during the period of the Agreement, the VENDOR shall furnish, at least forty-five (45) days prior to the expiration of the date of such insurance, a renewed certificate of insurance as proof that equal and like coverage for the balance of the period of the Agreement and extension thereunder is in effect. The VENDOR shall neither commence nor continue to provide any services pursuant to the Agreement unless all required insurance remains in full force and effect. The VENDOR shall be liable to the CITY for any lapses in service resulting from a gap in insurance coverage.
- 16.5 **REQUIRED INSURANCE.** The VENDOR shall be required to obtain all applicable insurance coverage, as indicated below, prior to commencing any work pursuant to the Agreement:

Yes No

- 16.5.1 **Comprehensive General Liability Insurance** written on an occurrence basis including, but not limited to: coverage for bodily injury and property damage, personal & advertising injury, products & completed operations, and contractual liability. Coverage must be written on an occurrence basis, with limits of liability no less than:

Each Occurrence Limit - \$1,000,000

Fire Damage Limit (Damage to rented premises) - \$100,000

Personal & Advertising Injury Limit - \$1,000,000

General Aggregate Limit - \$2,000,000

Products & Completed Operations Aggregate Limit - \$2,000,000

Products & Completed Operations Coverage shall be maintained for the later of three (3) years after the delivery of goods/services or final payment under the Agreement. **The City of Pembroke Pines must be shown as an additional insured with respect to this coverage. The CITY's additional insured status shall extend to any coverage beyond the minimum limits of liability found herein.**

Yes No

- 16.5.2 **Workers' Compensation and Employers' Liability Insurance** covering all employees, and/or volunteers of the VENDOR engaged in the performance of the scope of work associated with the Agreement. In the case any work is sublet, the VENDOR shall require the subcontractors similarly to provide



Workers' Compensation Insurance for all the latter's employees unless such employees are covered by the protection afforded by the VENDOR. Coverage for the VENDOR and all subcontractors shall be in accordance with applicable state and/or federal laws that may apply to Workers' Compensation Insurance with limits of liability no less than:

1. Workers' Compensation: Coverage A – Statutory
2. Employers Liability: Coverage B \$500,000 Each Accident  
\$500,000 Disease – Policy Limit  
\$500,000 Disease – Each Employee

If the VENDOR claims to be exempt from this requirement, the VENDOR shall provide the CITY proof of such exemption for the CITY to exempt the VENDOR.

Yes No

\* 16.5.3 **Comprehensive Auto Liability Insurance** covering all owned, non-owned and hired vehicles used in connection with the performance of work under the Agreement, with a combined single limit of liability for bodily injury and property damage no less than:

1. Any Auto (Symbol 1)  
Combined Single Limit (Each Accident) - \$1,000,000
2. Hired Autos (Symbol 8)  
Combined Single Limit (Each Accident) - \$1,000,000
3. Non-Owned Autos (Symbol 9)  
Combined Single Limit (Each Accident) - \$1,000,000

If work under the Agreement includes transportation of hazardous materials, policy shall include pollution liability coverage equivalent to that provided by the latest version of the ISO pollution liability broadened endorsement for auto and the latest version of the ISO Motor Carrier Act endorsement, equivalents or broader language.

Yes No

\* 16.5.3.1 If the VENDOR requests reduced limits under a Personal Auto Liability Policy and it is agreed to by the CITY, coverage shall include Bodily Injury limits of \$100,000 per person/\$300,000 per occurrence and Property Damage limits of \$300,000 per occurrence.

Yes No

\* 16.5.4 **Umbrella/Excess Liability Insurance** in the amount of \$ \_\_\_\_\_ as determined appropriate by the CITY depending on the type of job and exposures contemplated. Coverage must be follow form of the General Liability, Auto Liability and Employer's Liability. This coverage shall be maintained for a period of no less than the later of three (3) years after the delivery of goods/services or final payment pursuant to the Agreement.



Yes No

✘ 16.5.5 **Professional Liability/Errors & Omissions Insurance** with a limit of liability no less than \$1,000,000 per wrongful or negligent act. This coverage shall be maintained for a period of no less than three (3) years after the delivery of goods/services final payment pursuant to the Agreement. Retroactive date, if any, to be no later than the first day of service to the CITY.

Yes No

✘ 16.5.6 **Environmental/Pollution Liability Insurance** shall be required with a limit of no less than \$1,000,000 per wrongful act. Coverage shall include: VENDOR's completed operations, sudden, accidental and gradual pollution conditions. This coverage shall be maintained for a period of no less than the later of three (3) years after the delivery of goods/services or final payment pursuant to the Agreement. Retroactive date, if any, to be no later than the first day of service to the CITY. The City of Pembroke Pines must be shown as an additional insured with respect to this coverage. The CITY's additional insured status shall extend to any coverage beyond the minimum limits of liability found herein.

Yes No

16.5.7 **Cyber Liability** including Network Security and Privacy Liability with a limit of liability no less than \$1,000,000 per loss. Coverage shall include liability arising from: theft, dissemination and/or use of confidential information stored or transmitted in electronic form, unauthorized access to, use of, or tampering with computer systems, including hacker attacks or inability of an authorized third party to gain access to your services, including denial of service, and the introduction of a computer virus into, or otherwise causing damage to, a customer's or third person's computer, computer system, network, or similar computer-related property and the data, software and programs thereon. If vendor is collecting credit card information, it shall cover all PCI breach expenses. Coverage is to include the various state monitoring and state required remediation as well as meet the various state notification requirements. This coverage shall be maintained for a period of no less than the later of three (3) years after delivery of goods/services or final payment of the Agreement. Retroactive date, if any, to be no later than the first day of service to the CITY. The City of Pembroke Pines must be shown as an additional insured with respect to this coverage. The CITY's additional insured status shall extend to any coverage beyond the minimum limits of liability found herein.

Yes No

✘ 16.5.8 **Crime Coverage** shall include employee dishonesty, forgery or alteration, and computer fraud in an amount of no less than \$1,000,000 per loss. If the VENDOR is physically located on the CITY's premises, a third-party fidelity coverage extension shall apply.



## City of Pembroke Pines

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Yes No

\* 16.5.9 **Garage Liability & Garage-keepers Legal Liability** for those that manage parking lots for the CITY or service the CITY vehicles. Coverage must be written on an occurrence basis, with limits of liability no less than \$1,000,000 per Occurrence, including products & completed operations. This coverage shall be maintained for a period of no less than the later of three (3) years after the delivery of goods/services or final payment of the Agreement. The City of Pembroke Pines must be shown as an additional insured with respect to this coverage. The CITY's additional insured status shall extend to any coverage beyond the minimum limits of liability found herein.

Yes No

\* 16.5.10 **Liquor Liability** for those in the business of selling, serving or furnishing of any alcoholic beverages, whether licensed or not, shall carry a limit of liability of no less than \$1,000,000 per occurrence. Coverage shall be maintained for the later of three (3) years after the delivery of goods/services or final payment under the Agreement. The City of Pembroke Pines must be shown as an additional insured with respect to this coverage. The CITY's additional insured status shall extend to any coverage beyond the minimum limits of liability found herein.

Yes No

\* 16.5.11 **Sexual Abuse & Molestation** for any agreement involving a vulnerable population. Limits shall be no less than \$500,000 per occurrence. This coverage shall be maintained for a period of no less than the later of three (3) years after the delivery of goods/services or final payment of the Agreement. Retroactive date, if any, to be no later than the first day of service to the CITY. The City of Pembroke Pines must be shown as an additional insured with respect to this coverage. The CITY's additional insured status shall extend to any coverage beyond the minimum limits of liability found herein.

Yes No

\* 16.5.12 **Builder's Risk Insurance** shall be "All Risk" for one hundred percent (100%) of the completed value of the project that is the subject of the Agreement with a deductible of not more than five percent (5%) for Named Windstorm and \$20,000 per claim for all other perils. The Builder's Risk Insurance shall include interests of the CITY, the VENDOR and subcontractors of the project. The VENDOR shall include a separate line item for all costs associated with the Builder's Risk Insurance Coverage for the project. The CITY reserves the right at its sole discretion to utilize the VENDOR's Builder's Risk Insurance or for the CITY to purchase its own Builder's Risk Insurance for the Project. Prior to the VENDOR purchasing the Builder's Risk insurance for the project, the VENDOR shall allow the CITY the opportunity to analyze the VENDOR's coverage and determine who shall purchase the coverage. Should the CITY utilize the VENDOR's Builder's Risk Insurance, the VENDOR shall be responsible for all deductibles. If the CITY chooses to purchase the Builder's



## City of Pembroke Pines

Risk Coverage on the project, the VENDOR shall provide the CITY with a change order deduct for all premiums and costs associated with the Builder's Risk insurance in their schedule. Should the CITY choose to utilize the CITY's Builder's Risk Program, the CITY shall be responsible for the Named Windstorm Deductible and the VENDOR shall be responsible for the All Other Perils Deductible. If and when 100% is not available or reasonable, the CITY Risk Manager is to make the determination as to what limits are appropriate for the given project.

Yes No

16.5.13 Other Insurance

### 16.6 REQUIRED ENDORSEMENTS.

16.6.1 The City of Pembroke Pines shall be named as an Additional Insured on each of the Liability Policies required herein.

16.6.2 Waiver of all Rights of Subrogation against the CITY.

16.6.3 Thirty (30) Day Notice of Cancellation or Non-Renewal to the CITY.

16.6.4 VENDOR's policies shall be Primary & Non-Contributory.

16.6.5 All policies shall contain a "severability of interest" or "cross liability" clause without obligation for premium payment of the CITY.

16.7 Any and all insurance required of the VENDOR pursuant to the Agreement must also be required by any subcontractor in the same limits and with all requirements as provided herein, including naming the CITY as an additional insured, in any work that is subcontracted unless such subcontractor is covered by the protection afforded by the VENDOR and provided proof of such coverage is provided to the CITY. The VENDOR and any subcontractors shall maintain such policies during the term of the Agreement.

16.8 The CITY reserves the right to require any other additional types of insurance coverage and/or higher limits of liability it deems necessary based on the nature of work being performed under the Agreement.

16.9 The insurance requirements specified in the Agreement are minimum requirements and in no way reduce any liability the VENDOR has assumed in the indemnification/hold harmless section(s) of the Agreement.

17. **Use of Marks or Likeness.** VENDOR may not use CITY's official seal for marketing or publicity purposes as prohibited by §165.043, Florida Statutes. VENDOR acknowledges and agrees to obtain prior written consent from CITY prior to using any of CITY's protected service marks or CITY's likeness for any reason, including marketing purposes; such written request must specifically identify the desired use and the period of use. Any authorization granted by CITY pursuant to this section shall terminate at the expiration or termination of the Agreement. Any unauthorized use of CITY's marks or likeness is



## City of Pembroke Pines

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strictly prohibited and failure to comply with this section shall be considered a material breach of the Agreement for which CITY may terminate.

18. **Ownership, Use, and Access to Data.** As used in this Addendum, all information, including personally identifiable information, non-public information, records, data, metadata, usernames, names, photos, content, CITY and customer information, created accessed, processed, uploaded, or used during the term of the Agreement shall be collectively referred to as “Data”. Data shall not include data that that is utilized by VENDOR and authorized third-parties in aggregate or anonymized form where all personally identifiable information, including direct and indirect personal identifiers and other non-public information has been removed and the data is de-identified. VENDOR and authorized third-parties agree not to attempt to re-identify de-identified Data and shall not transfer any Data or de-identified Data to any party unless that party agrees not to attempt to re-identification.
- 18.1 CITY grants to VENDOR and authorized third-parties a limited, non-exclusive license to use, access, and process Data solely for the purpose of providing and supporting the functions and use of VENDOR’s services. Data may not be used for any unauthorized commercial purpose and may only be utilized specifically for providing services to, and improving services for CITY. CITY shall retain all rights, including intellectual property rights, title, and interest in Data. Data may not be used for any purpose other than outlined in this Addendum and in the Agreement, as modified hereby.
- 18.2 VENDOR does not have any rights, implied or otherwise, to Data except as expressly stated herein. This includes the right to sell or trade Data. Data shall not be exported or maintained outside of the United States.
- 18.3 VENDOR shall not change how Data is collected, used, or shared under the terms of Agreement in any way that is materially contrary to the provisions of this Addendum without advance notice in writing to CITY. Any such changes that alter the terms and requirements set forth in this Addendum shall only take effect upon CITY’s written consent to such changes.
- 18.4 VENDOR shall not make Data available to any third-party except as permitted herein, as may be required to provide its services to CITY, as directed by CITY, or required by law. Data shall only be accessed and processed by VENDOR and authorized third-parties to the extent necessary for VENDOR to render the services required by the Agreement, as modified by this Addendum. Authorized third-parties engaged by VENDOR shall agree to adhere to the requirements set forth in this Addendum, the Agreement, as modified hereby.
- 18.5 VENDOR will ensure that all Data in its possession and possessed by any approved third-parties or agents, will be destroyed or transferred to CITY when the Data is no longer needed for its specified purpose or at the request of CITY.



*City of Pembroke Pines*

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- 18.6 VENDOR further agrees to use and process Data, in accordance with industry standards. This includes appropriate administrative, physical, and technical safeguards to secure Data from unauthorized access, disclosure, and use. VENDOR shall conduct periodic risk assessments and remediate any identified security vulnerabilities in a timely manner. VENDOR will also have a written incident response plan, to include prompt notification of CITY in the event of a security or privacy incident, as well as best practices for responding to a data or cyber security breach. VENDOR agrees to share a summary of its incident response plan with CITY upon request.
19. **Entire Agreement.** The Parties agree that the Street Smart Software-as-a-Service Agreement and this Addendum represent the entire and integrated agreement between CITY and VENDOR and supersedes all prior negotiations, representations or agreements, either written or oral. The Agreement is intended by the Parties hereto to be final expression of the Agreement, and it constitutes the full and entire understanding between the parties with respect to the subject hereof, notwithstanding any representations, statements, or agreements to the contrary heretofore made.
20. **Conflict.** In the event of any conflict or ambiguity by and between the terms and provisions of the Street Smart Software-as-a-Service Agreement and this Addendum, the Parties agree the terms and provisions contained in this Addendum shall control to the extent of any such conflict or ambiguity.
21. **Binding Authority.** Each person signing this on behalf of either party individually warrants that he or she has full legal power to execute this Addendum 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 Addendum.
22. **Counterparts and Execution.** The Agreement may be executed by hand or electronically in multiple originals or counterparts, each of which shall be deemed to be an original and together shall constitute one and the same agreement. Execution and delivery of the Agreement by the Parties shall be legally binding, valid and effective upon delivery of the executed documents to the other party through facsimile transmission, email, or other electronic delivery.

**SIGNATURE PAGE FOLLOWS**



City of Pembroke Pines

IN WITNESS OF THE FOREGOING, the Parties have set their hands and seals the day and year first written above.

CITY:

CITY OF PEMBROKE PINES, FLORIDA

ATTEST:

DocuSigned by: Marlene D. Graham  
E858EEE04EEF4F3...  
MARLENE D. GRAHAM, CITY CLERK  
April 25, 2022

By: [Signature]  
MAYOR FRANK C. ORTIS

By: Charles F. Dodge  
47B966ECFDAD4AC...  
CHARLES F. DODGE, CITY MANAGER

APPROVED AS TO FORM:

DocuSigned by: Danielle Schwabe  
013E807C191D4FF...  
Name: Danielle Schwabe

OFFICE OF THE CITY ATTORNEY

VENDOR:

FivePoint Solutions LLC, parent company of its wholly owned subsidiary Street Smart LLC

Signed By: Cicero G Lucas  
Name: CICERO G LUCAS  
Title: CEO



# STREET SMART™

## Street Smart LLC

January 25, 2022

Pembroke Pines Police Department  
Chief Kipp Shimpeno  
9500 Pines Boulevard  
Pembroke Pines, FL 33024

Dear Chief Kipp Shimpeno,

Five Points Solutions is happy to provide the following information to assist you in the preparation of a Sole Source Justification for our Five Points Solutions, Street Smart™ solution. The Street Smart solution is a unique and proprietary Internet-based law enforcement application designed for officers and commanders in the field. It maximizes policing effectiveness with continuous updates of crime maps, bulletins, and the ability to share all relevant information quickly and providing patrol officers a daily-use tool for logging and quickly locating crime-related information and intelligence in real-time. The typical customers are city and county law enforcement agencies.

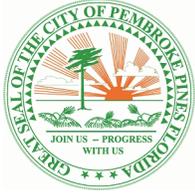
Street Smart leverages your existing CAD and RMS system as well as other existing data sources to greatly enhance the situational awareness of the officer and dramatically improve his/her analysis capability. Essentially Street Smart, in this context, improves intelligence analysis with the ability to integrate newly acquired on-scene information with existing information sources, fusing them in near real-time for dramatically improved awareness and intelligence. This cycle of leveraging RMS and other crime/criminal information sources traditionally is done with a "home office" intelligence analyst and can take hours or days to accomplish. Street Smart enables every officer to do this, in real-time dramatically compressing the crime-to-arrest cycle.

Street Smart makes your existing information immediately available including unstructured data such as the hundreds of bulletins that typically end up buried in emails and difficult to access. Using BLOG technology, officers are able to instantly share and discuss relevant incident information (location/suspect/evidence) across divisions and precincts.

This unique approach of leveraging existing systems and their data in near real-time and making this data immediately actionable at the field level eliminates the delays associated with typical law enforcement data systems and/or the dependence on specialized intelligence analysis teams.

Street Smart is currently deployed in several law enforcement agencies and has had a demonstrably positive impact on accelerating the crime to arrest cycle, getting criminals off the street and thus reducing crime in the cities that are using it.

Because Street Smart is a totally new and innovative approach to crime fighting, enabling the officer in the patrol car via Blogs and quick access to integrated data from multiple sources, to our knowledge, there is no direct competitive commercially available product or custom implementation that matches it.



# City of Pembroke Pines, FL

601 City Center Way  
Pembroke Pines, FL  
33025  
www.ppines.com

## Agenda Request Form

### Agenda Number: 6.

**File ID:** 22-0199

**Type:** Agreements/Contracts

**Status:** Passed

**Version:** 1

**Agenda  
Section:**

**In Control:** City Commission

**File Created:** 03/08/2022

**Short Title:** NC4 Street Smart Agreement

**Final Action:** 04/06/2022

**Title:** MOTION TO APPROVE THE RENEWAL AGREEMENT BETWEEN NC4 STREET SMART PUBLIC SECTOR LLC AND PEMBROKE PINES POLICE DEPARTMENT, IN THE AMOUNT OF \$121,775.00 FOR A THREE YEAR PERIOD. THE CURRENT AGREEMENT EXPIRES ON APRIL 30, 2022, PURSUANT TO SECTIONS 35.18(C)(7)(H) AND 35.18(C)(7)(I) OF THE CITY'S CODE OF ORDINANCES.

**\*Agenda Date:** 04/06/2022

**Agenda Number:** 6.

**Internal Notes:** For additional information please contact Sgt. Palant.

**Attachments:** 1. NC4 Street Smart Renewal Agreement, 2. City's Addendum to Street Smart Agreement, 3. Street Smart Sole Source Letter

1	City Commission	04/06/2022	approve	Pass
	<b>Action Text:</b>	A motion was made to approve on the Consent Agenda		
		Aye: - 5	Mayor Ortis, Vice Mayor Schwartz, Commissioner Castillo, Commissioner Siple, and Commissioner Good Jr.	
		Nay: - 0		

### PROCUREMENT PROCESS TAKEN:

- Chapter 35 of the City's Code of Ordinance is titled "PROCUREMENT PROCEDURES, PUBLIC FUNDS."

- Section 35.18 of the City's Code of Ordinances is titled "COMPETITIVE BIDDING OR COMPETITIVE PROPOSALS REQUIRED; EXCEPTIONS."

- Section 35.18(C) states that "Only the following situations are exempt from the competitive bid and competitive proposal requirements of this section:"

- Section 35.18(C)(7)(h) states, "Copyrighted materials, including computer software;"

**Agenda Request Form Continued (22-0199)**

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- **Section 35.18(C)(7)(i) states, "Software licensing and maintenance with the company from which the software was purchased, or its authorized representative;"**
- **Section 35.21 of the City's Code of Ordinances is titled "AWARD OF CONTRACT."**
- **Section 35.21(A) of the City's Code of Ordinances is titled "City Commission approval."**
- **Section 35.21(A)(1) states, "An initial purchase of, or contract for, commodities or services, in excess of \$25,000, shall require the approval of the City Commission, regardless of whether the competitive bidding or competitive proposal procedures were followed."**

**SUMMARY EXPLANATION AND BACKGROUND:**

1. NC4 Street Smart is the crime-fighting software package that was purchased to assist Police Officers in combating crime. It provides officers with current crime-data at their fingertips in their patrol vehicles and it eliminates delays in disseminating vital crime information, including photos and videos, via blogs and bulletins. Officers are also able to map view crime-data for instant visualization of crime patterns in a specific location, aggregate information, and track crime-trends in the areas they patrol. The program is utilized for various Patrol and investigative functions and it has become an essential part of the agency's daily operations and crime-fighting efforts.
2. On August 5, 2015, the City Commission approved to enter into Software License and Management Services Agreement for an initial three (3) year period commencing on August 20, 2015 and ending on August 19, 2018.
3. On July 12, 2016, the Parties agreed to start the maintenance period effective May 1, 2016, extending the Original Agreement to April 30, 2019.
4. On February 20, 2019, Commission approved the motion to renew this agreement for an additional one (1) year term, commencing on May 1, 2019 and expiring April 30, 2020. The annual cost for the managed services and maintenance for this additional one (1) year term under the perpetual license arrangement was \$52,243.28, with 5% incremental managed services fee for subsequent years.
5. On April 17, 2019, the City Commission approved the amended and restated NC4 Street Smart agreement in order to convert the perpetual license to Software-As-A-Service (SAAS) to take advantage of the new pricing model that was available due to NC4 Street Smart's new centrally web-hosted platform, for a cost-savings of approximately \$15,111 annually, and approximately \$45,334 total; over the three (3) year period commencing on May 1, 2019 and expiring April 30, 2022.
6. The City of Pembroke Pines Police Department requests that the City approve the renewal Software-As-A-Service (SAAS) agreement for a three (3) year period commencing on May 1, 2022 and expiring April 30, 2025. The term of the Agreement may be renewed by the Parties for two (2) two (2) year renewal terms set forth in a written amendment to the Agreement, pursuant to Sections 35.18(C)(7)(h) and 35.18(C)(7)(i) of the City's Code of Ordinances.
7. The agreement has been reviewed and approved as to legal form by the Police Legal Advisor.

**FINANCIAL IMPACT DETAIL:**

Agenda Request Form Continued (22-0199)

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**a) Renewal Cost:** \$121,775.00

**b) Amount budgeted for this item in Account No:** \$39,398 is budgeted for this item in 001-521-3001-534995-0000-000-0000-Other Svc-IT

**c) Source of funding for difference, if not fully budgeted:** Year two and three will be included in the FY2023 and FY 2024 budgets.

**d) 5 year projection of the operational cost of the project:**

	Current FY	Year 2	Year 3	Year 4	Year 5
Revenues	\$0	\$0	\$0	\$0	\$0
Expenditures	\$39,398	\$40,580	\$41,797	\$0	\$0
Net Cost	\$39,398	\$40,580	\$41,797	\$0	\$0

**e) Detail of additional staff requirements:** None



# CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)  
**03/03/22**

**THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AFFIRMATIVELY OR NEGATIVELY AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES BELOW. THIS CERTIFICATE OF INSURANCE DOES NOT CONSTITUTE A CONTRACT BETWEEN THE ISSUING INSURER(S), AUTHORIZED REPRESENTATIVE OR PRODUCER, AND THE CERTIFICATE HOLDER.**

**IMPORTANT: If the certificate holder is an ADDITIONAL INSURED, the policy(ies) must have ADDITIONAL INSURED provisions or be endorsed. If SUBROGATION IS WAIVED, subject to the terms and conditions of the policy, certain policies may require an endorsement. A statement on this certificate does not confer rights to the certificate holder in lieu of such endorsement(s).**

<b>PRODUCER</b> <b>HIBBITS INSURANCE INC</b> 241-B Willbrook Blvd. Pawleys Island, SC 29585 License #:	<b>CONTACT NAME:</b> PHONE (A/C, No, Ext): <b>(843)979-9200</b> FAX (A/C, No): <b>(843)979-9201</b> E-MAIL ADDRESS: <b>ann@hibbitsinsurance.com</b> INSURER(S) AFFORDING COVERAGE      NAIC # INSURER A: <b>Admiral Insurance Company</b> <b>24856</b> INSURER B: INSURER C: INSURER D: INSURER E: INSURER F:
<b>INSURED</b>  <b>5 Point Solutions, LLC</b> <b>dba FivePoint Solutions, LLC</b> 204 Caughman Farm Lane Ste 201 Lexington, SC 29072	

**COVERAGES      CERTIFICATE NUMBER:      REVISION NUMBER:**

THIS IS TO CERTIFY THAT THE POLICIES OF INSURANCE LISTED BELOW HAVE BEEN ISSUED TO THE INSURED NAMED ABOVE FOR THE POLICY PERIOD INDICATED. NOTWITHSTANDING ANY REQUIREMENT, TERM OR CONDITION OF ANY CONTRACT OR OTHER DOCUMENT WITH RESPECT TO WHICH THIS CERTIFICATE MAY BE ISSUED OR MAY PERTAIN, THE INSURANCE AFFORDED BY THE POLICIES DESCRIBED HEREIN IS SUBJECT TO ALL THE TERMS, EXCLUSIONS AND CONDITIONS OF SUCH POLICIES. LIMITS SHOWN MAY HAVE BEEN REDUCED BY PAID CLAIMS.

INSR LTR	TYPE OF INSURANCE	ADDL INSD	SUBR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS
A	<input checked="" type="checkbox"/> <b>COMMERCIAL GENERAL LIABILITY</b> <input type="checkbox"/> CLAIMS-MADE <input checked="" type="checkbox"/> OCCUR  GEN'L AGGREGATE LIMIT APPLIES PER: <input checked="" type="checkbox"/> POLICY <input type="checkbox"/> PRO-JECT <input type="checkbox"/> LOC OTHER:	X	X	CO000002376-08	08/10/21	08/10/22	EACH OCCURRENCE \$ <b>2,000,000</b> DAMAGE TO RENTED PREMISES (Ea occurrence) \$ <b>50,000</b> MED EXP (Any one person) \$ <b>5,000</b> PERSONAL & ADV INJURY \$ <b>1,000,000</b> GENERAL AGGREGATE \$ <b>4,000,000</b> PRODUCTS - COMP/OP AGG \$ <b>2,000,000</b> \$
	<b>AUTOMOBILE LIABILITY</b> <input type="checkbox"/> ANY AUTO <input type="checkbox"/> OWNED AUTOS ONLY <input type="checkbox"/> SCHEDULED AUTOS <input type="checkbox"/> HIRED AUTOS ONLY <input type="checkbox"/> NON-OWNED AUTOS ONLY						COMBINED SINGLE LIMIT (Ea accident) \$ BODILY INJURY (Per person) \$ BODILY INJURY (Per accident) \$ PROPERTY DAMAGE (Per accident) \$ \$
	<input type="checkbox"/> <b>UMBRELLA LIAB</b> <input type="checkbox"/> OCCUR <input type="checkbox"/> <b>EXCESS LIAB</b> <input type="checkbox"/> CLAIMS-MADE DED    RETENTION \$						EACH OCCURRENCE \$ AGGREGATE \$ \$
	<b>WORKERS COMPENSATION AND EMPLOYERS' LIABILITY</b> ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory In NH) If yes, describe under DESCRIPTION OF OPERATIONS below	Y/N	N/A				<input type="checkbox"/> PER STATUTE <input type="checkbox"/> OTH-ER E.L. EACH ACCIDENT \$ E.L. DISEASE - EA EMPLOYEE \$ E.L. DISEASE - POLICY LIMIT \$
A	<b>Technology Professional Liability</b>			CO000002376-08	08/10/21	08/10/22	<b>Aggregate</b> <b>5,000,000</b>

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (ACORD 101, Additional Remarks Schedule, may be attached if more space is required)

**The certificate holder is named as additionally insured with regard to General Liability.**

<b>CERTIFICATE HOLDER</b>  City of Pembroke Pines 601 City Center Way Pembroke Pines, FL 33025	<b>CANCELLATION</b>  SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS.  AUTHORIZED REPRESENTATIVE 
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## Rojas, Dominique

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**From:** Rotstein, Daniel  
**Sent:** Sunday, April 10, 2022 5:18 PM  
**To:** Rojas, Dominique  
**Subject:** FW: 5Point Solutions, LLC/StreetSmart Contract Renewal Update - COIs for approval - April 6, 2022 Agenda Item 22-0199  
**Attachments:** COI (GL & Tech PL) Expires 8-10-2022.pdf; COI (WC) Expires 7-1-2022.pdf  
**Follow Up Flag:** Follow up  
**Flag Status:** Flagged  
**Categories:** Dominique

Approved

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**From:** Rojas, Dominique  
**Sent:** Wednesday, April 06, 2022 9:14 AM  
**To:** Rotstein, Daniel <drotstein@ppines.com>  
**Cc:** Garcia, Oniel <ogarcia@ppines.com>; Rojas, Dominique <drojas@ppines.com>  
**Subject:** 5Point Solutions, LLC/StreetSmart Contract Renewal Update - COIs for approval - April 6, 2022 Agenda Item 22-0199

Dear Daniel,

Good morning. I am checking back to see if you have had the opportunity to review the COIs submitted by the vendor.

Should you need any additional information, please just let us know.

Standing by for your news, with kindest regards,

**Dominique Rojas** • Contracts Specialist  
Finance Department  
**City of Pembroke Pines**  
601 City Center Way, Pembroke Pines, FL 33025  
Direct: 954-392-9436  
Email: [drojas@ppines.com](mailto:drojas@ppines.com)  
Main: 954-392-9435  
Team Email: [contracts@ppines.com](mailto:contracts@ppines.com)  
[www.ppines.com](http://www.ppines.com)  
**City Hall hours: Monday–Thursday 7am–6pm (closed on Fridays)**

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**From:** Rojas, Dominique  
**Sent:** Wednesday, March 23, 2022 5:34 PM  
**To:** Rotstein, Daniel <drotstein@ppines.com>  
**Cc:** Garcia, Oniel <ogarcia@ppines.com>; Rojas, Dominique <drojas@ppines.com>  
**Subject:** 5Point Solutions, LLC/StreetSmart Contract Renewal Update - COIs for approval  
**Importance:** High