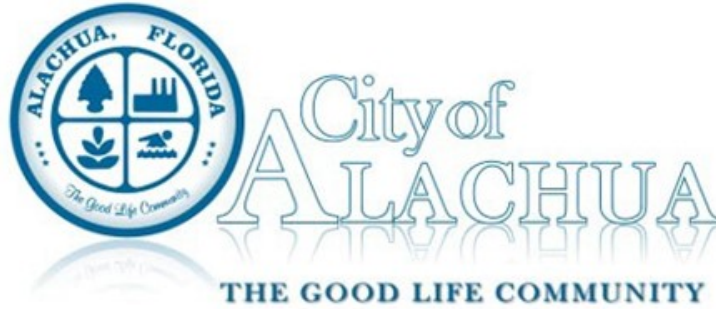




Mayor Walter Welch
Vice Mayor Shirley Green Brown
Commissioner Jacob Fletcher
Commissioner Jennifer Ringersen
Commissioner Dayna Williams

City Manager Rodolfo Valladares
City Attorney Scott Walker

The City Commission will conduct a
Regular City Commission Meeting
At 6:00 PM

to address the item(s) below.

Meeting Date: October 27, 2025

Meeting Location: James A. Lewis City Commission Chambers
15100 NW 142 Terrace
Alachua, FL 32615

City Commission Meeting

Notice given pursuant to Section 286.0105, Florida Statutes. In order to appeal any decision made at this meeting, you will need a verbatim record of the proceedings. It will be your responsibility to ensure such a record is made.

CALL TO ORDER

INVOCATION

PLEDGE TO THE FLAG

APPROVAL OF THE AGENDA

APPROVE READING OF PROPOSED ORDINANCES AND RESOLUTIONS BY TITLE ONLY

I. SPECIAL PRESENTATIONS

II. COMMENTS FROM CITIZENS ON SUBJECTS NOT ON THE AGENDA

(Please Limit to 3 Minutes. Any citizen who is unable to speak at this time will have an opportunity to speak at the end of the meeting)

III. COMMITTEE REPORTS/COMMITTEE APPOINTMENTS/CITY ANNOUNCEMENTS

A) APPOINTMENT TO THE CITIZEN ADVISORY TASK FORCE (CATF)

B) APPOINTMENT TO THE SENIOR RESOURCES ADVISORY BOARD (SRAB)

C) APPOINTMENT TO THE YOUTH ADVISORY COUNCIL (YAC)

D) MILL CREEK WETLAND PARK EDUCATIONAL PANELS

IV. PUBLIC HEARINGS AND ORDINANCES

(Presentations, other than the applicant, please limit to 3 Minutes)

V. AGENDA ITEMS

VI. COMMENTS FROM CITIZENS ON SUBJECTS NOT ON THE AGENDA

(Please Limit to 3 Minutes. Any citizen who did not speak during the Citizen Comments period at the beginning of the meeting may do so at this time.)

VII. COMMENTS FROM CITY MANAGER AND CITY ATTORNEY

VIII. COMMISSION COMMENTS/DISCUSSION

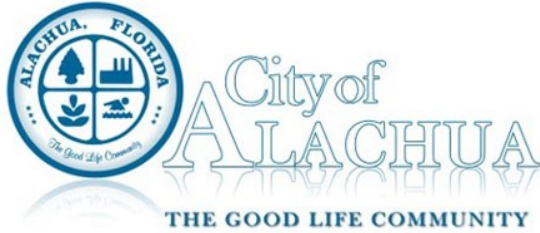
ADJOURN

CONSENT AGENDA

Consent Agenda items represent routine City operations and business. These items are approved at the beginning of the Regular City Commission meeting upon approval of the meeting agenda.

A) FY 2026 PURCHASE OF POLICE PATROL VEHICLES

B) BS&A.NET CONVERSION TO CLOUD



Commission Agenda Item

MEETING DATE: October 27, 2025

SUBJECT: Appointment to the Citizen Advisory Task Force (CATF)

PREPARED BY: LeAnne Williams, Deputy City Clerk

RECOMMENDED ACTION:

The recommended action is to appoint two (2) applicants to the Citizen Advisory Task Force, each with a three-year term expiring September 30, 2028.

Summary

The Citizen Advisory Task Force (CATF) is a five-member advisory board of the City Commission with a regular three-year term of office. Its primary purpose is to serve the City Commission by advising on matters related to Community Development Block Grant (CDBG) and Housing and Urban Development (HUD) programs.

The CATF has three (3) vacant seats, one with a term that closed on September 30th, 2023, and two with terms that closed on September 30, 2025. The CATF bylaws require that persons of low to moderate income represent three (3) of the five (5) seats. As a result of this requirement, these vacancies must be filled by this action.

The City advertised for applications in Alachua County Today on August 28, 2025, and September 18, 2025. Notices of the vacancy were also posted on community bulletin boards and the City's website. The City has received two (2) applications; the names of the applicants are listed below:

Phyllis Strickland (Seeking reappointment)
Annie Welch

The applicants have been advised that the Commission will consider the item and have been invited to attend the meeting. They will be called to come forward to speak should the Commission wish to hear from them.

FINANCIAL IMPACT

ADDITIONAL FINANCIAL INFORMATION

COMMISSION GOALS

ATTACHMENTS

1. App.Strickland
2. App.Welch
3. Ballot
4. AD.CATF



**CITY OF ALACHUA APPLICATION
CITIZEN ADVISORY TASK FORCE (CATF)
COMMUNITY DEVELOPMENT BLOCK GRANT PROGRAM**

Name Phyllis Wilcox Strickland Date 10/9/2025
Mailing Address 14103 NW 156th A ARLACHUA FL 32628
Phone (Daytime) 412-606-5872 E-mail PSTRICKL56@GMAIL.COM

Are you a current CATF member seeking reappointment? ☒ Yes ☐ No

IN WHAT CAPACITY ARE YOU SEEKING APPOINTMENT TO THE CATF? (Check one)

➤ A member of a local Community Agency or Organization? _____
If yes, please give name of Agency/Organization and office held, if any:

- _____
- A resident who earns at or below 80% of median income _____
➤ A resident who has a general interest _____

Are you a City Resident? ☐ Yes ☐ No

Are you available to meet at least semiannually? ☐ Yes ☐ No

Why would you like to be appointed to the CATF? SEE ATTACHED

What experience and skills do you have that would be of assistance to the CATF?

Signature Phyllis Wilcox Strickland

PLEASE RETURN THIS COMPLETED APPLICATION BY MAIL TO: CITY OF ALACHUA, ATTN: DEPUTY CITY CLERK, P.O. BOX 9, ALACHUA, FL 32616-0009; BY FAX 386.418.6100; OR BRING TO CITY HALL.

**CITY OF ALACHUA
CITIZEN ADVISORY TASK FORCE (CATF) MEMBER**

Please circle your Household Size.*

Household Size	1 person	2 person	3 person	4 person	5 person	6 person	7 person	8 person
----------------	----------	----------	----------	----------	----------	----------	----------	----------

Please circle your Total Annual Household Income amount.*

Total Annual Household Income	less than \$53,400	less than \$61,000	less than \$68,650	less than \$76,250	less than \$82,350	less than \$88,450	less than \$94,550	less than \$100,650
-------------------------------	--------------------	--------------------	--------------------	--------------------	--------------------	--------------------	--------------------	---------------------

Certification: I, the undersigned, certify that the information stated above is true and accurately reflects my household composition and income data.

CATF Member: Phyllis Wilcox Strickland Date: Oct 9, 2020
Signature

PHYLLIS WILCOX STRICKLAND
Typed or Printed Name

*As required by the Department of Economic Opportunity (DEO), the CATF shall have at least five members and must be comprised of residents of the City and at least 51% of the members must be from LMI households. None of the members can be an elected official and only one member can be an employee of the City. Income data available from the following HUD website: <http://www.huduser.org/portal/datasets/il.html>

CITY OF ALACHUA APPLICATION
CITIZEN ADVISORY TASK FORCE (CATF)
COMMUNITY DEVELOPMENT BLOCK GRANT PROGRAM

Name Phyllis Wilcox Strickland

Date 10/06/2025

Mailing Address 14103 NW 156TH PL Alachua FL 32615

Phone (Daytime) 412-606-5872 E-mail pstrick156@gmail.com

Are you a current CATF member seeking reappointment? Yes No

IN WHAT CAPACITY ARE YOU SEEKING APPOINTMENT TO THE CATF? (Check one)

A member of a local Community Agency or Organization? NO

If yes, please give name of Agency/Organization and office held, if any:

A resident who earns at or below 80% of median income

A resident who has a general interest

Are you a City Resident? Yes No

Are you available to meet at least semiannually? Yes No

Why would you like to be appointed to the CATF?

Since moving here 11 years ago from Pittsburgh I see Alachua as my home now. I feel as a resident of this community I am obligated to participate and assist when needed with the uplifting of this community to grow in a positive way. I would like to be a voice as to what and how grant funds can be used in a way that is fair and equitable for our residents and community. I love Alachua

What experience and skills do you have that would be of assistance to the CATF?

I retired from Bank of New York Mellon after 38 years of service in 2014. In my career I held many positions. The last position I held was Control Analyst and Business Continuity Coordinator for our trade processing instruction group. In this role I had to review procedures and reports to mitigate risk and coordinate with my global counter party's schedules and training in case of a pandemic so that globally trade processing would continue seamlessly. Lastly I feel that you have to be open and transparent and see all people for who they are. I believe in diversity equity and inclusion because that is how my life and career was with different cultures and people.

Signature

Phyllis W. Strickland 10/9/2025

PLEASE RETURN THIS COMPLETED APPLICATION BY MAIL TO: CITY OF ALACHUA, ATTN: DEPUTY CITY CLERK, P.O. BOX 9, ALACHUA, FL 32616-0009; BY FAX 386.418.6100; OR BRING TO CITY HALL.



**CITY OF ALACHUA APPLICATION
CITIZEN ADVISORY TASK FORCE (CATF)
COMMUNITY DEVELOPMENT BLOCK GRANT PROGRAM**

Name Mrs. Annie Welch Date 10/23/25
Mailing Address P.O. Box 573 Alachua, FL 32615
Phone (Daytime) 3523016573 E-mail annie.welch2019@gmail

Are you a current CATF member seeking reappointment? ☐ Yes ☒ No

IN WHAT CAPACITY ARE YOU SEEKING APPOINTMENT TO THE CATF? (Check one)

➤ A member of a local Community Agency or Organization? yes

If yes, please give name of Agency/Organization and office held, if any:

City of Alachua CATF

➤ A resident who earns at or below 80% of median income _____

➤ A resident who has a general interest yes

Are you a City Resident? ☒ Yes ☐ No

Are you available to meet at least semiannually? ☒ Yes ☐ No

Why would you like to be appointed to the CATF?

As a life long resident in the city I have
Always taken interest in the growth process
Public Safety, infrastructure, environment
Sustainability and economic development.

What experience and skills do you have that would be of assistance to the CATF?

I have 15+ years as a civic leader, I
understand the importance of community,
citizens, and its leaders working together
for the greater good. Mrs. Welch

Signature Mrs. Annie Welch

PLEASE RETURN THIS COMPLETED APPLICATION BY MAIL TO: CITY OF ALACHUA, ATTN: DEPUTY CITY CLERK, P.O. BOX 9, ALACHUA, FL 32616-0009; BY FAX 386.418.6100; OR BRING TO CITY HALL.

CITY OF ALACHUA CITIZEN ADVISORY TASK FORCE (CATF) MEMBER

Please circle your Household Size.*

Household Size	1 person	2 person	3 person	4 person	5 person	6 person	7 person	8 person
		<u>2 person</u>						

Please circle your Total Annual Household Income amount.*

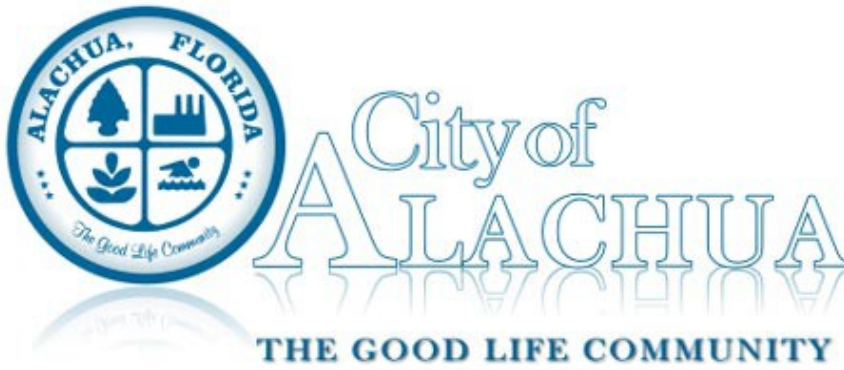
Total Annual Household Income	less than. \$53,400	less than \$61,000	less than \$68,650	less than \$76,250	less than \$82,350	less than \$88,450	less than \$94,550	less than \$100,650
	<u>\$53,400</u>							

Certification: I, the undersigned, certify that the information stated above is true and accurately reflects my household composition and income data.

CATF Member: Mrs. Connie Welch Date: 10/23/25
Signature

Mrs. Annie Welch
Typed or Printed Name

*As required by the Department of Economic Opportunity (DEO), the CATF shall have at least five members and must be comprised of residents of the City and at least 51% of the members must be from LMI households. None of the members can be an elected official and only one member can be an employee of the City. Income data available from the following HUD website: <http://www.huduser.org/portal/datasets/il.html>



Citizen Advisory Task Force Term Ballot

Vote for a maximum of two:

_____ Phyllis Strickland

_____ Annie Welch

_____ October 27, 2025
Signature

on the proposed tax increase will be made at this hearing.

Alachua County Today - September 18, 2025)

BUDGET SUMMARY

City of Waldo - Fiscal Year 2024-25

EXPENDITURES OF THE CITY OF WALDO, FLORIDA ARE 18.5% MORE
THAN THE CITY'S TOTAL OPERATING EXPENDITURES.

General Fund	Enterprise Fund	Total All Funds
270,667	-	270,667
49,867	-	49,867
193,809	-	193,809
29,370	-	29,370
12,500	-	12,500
167,454	600,000	767,454
394,703	780,555	1,175,258
5,000	-	5,000
29,700	4,747	34,447
\$ 1,153,069	\$ 1,385,302	\$ 2,538,371

-	-	-
2,368,531	800,506	3,169,036
\$ 3,521,600	\$ 2,185,808	\$ 5,707,408

454,004	-	454,004
-	-	-
241,623	1,331,764	1,573,387
-	-	-
6,000	5,000	11,000
434,631	-	434,631
\$ 1,136,258	\$ 1,336,764	\$ 2,473,022

2,385,342	849,044	3,234,386
\$ 3,521,600	\$ 2,185,808	\$ 5,707,408

BUDGETS ARE ON FILE IN THE OFFICE OF THE ABOVE MENTIONED TAXING
AUTHORITY AS A PUBLIC RECORD

Week, joining a national observance that highlights the enduring importance of the United States Constitution.

Mayor Tristan Grunder issued the proclamation during the Sept. 8 commission meeting, noting that Sept. 17 marks the 238th anniversary of the signing of the Constitution by delegates of the Constitutional Convention in 1787.

The observance is supported by federal law. Public Law 915, passed by Congress in 1956, requires the President of the United States to issue a proclamation each year designating Sept. 17-23 as Constitution Week. Communities across the country participate by encouraging civic

the relevance of the Constitution to modern life. The city's proclamation encourages citizens to reflect on the liberties guaranteed by the Constitution, including the freedoms of speech, press, religion and assembly, as well as the system of checks and balances designed to protect those rights.

While High Springs has not scheduled additional events, city leaders expressed hope that the proclamation itself will encourage residents to pause and consider the significance of the nation's founding charter.

#

Email cwalker@alachuatoday.com



City of ALACHUA

NOTICE OF VACANCY CITIZEN ADVISORY TASK FORCE (CATF)

The City of Alachua is accepting applications for the vacancy/vacancies on the CATF. Appointments will be for three (3) year terms. The CATF is the advisory body to the Alachua City Commission on the CDBG Program. It is a five (5) member committee that meets at least semiannually at City Hall. Applicants must reside in the City of Alachua and fall within income limits.

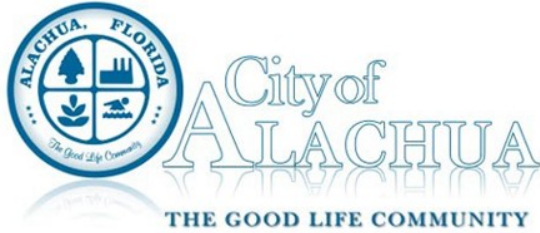
Applications may be obtained in person at Alachua City Hall, 15100 NW 142nd Terrace, Monday through Thursday, between 7:30 A.M. and 6:00 PM. For electronic applications, visit the City website at:

www.cityofalachua.com

All applications must be received on or before September 25, 2025, by the close of business at 6:00 p.m. Applications can be returned by mail to: City of Alachua, Attn: Deputy City Clerk, P.O. Box 9, Alachua, FL 32616-0009; by fax to 386-418-6177; or dropped off at City Hall.

Please refer any questions to Robert Bonetti, Finance and Administrative Services Director, at (386)418-6100.

(Published: Alachua County Today -
August 28, 2025 and September 18, 2025)



Commission Agenda Item

MEETING DATE: October 27, 2025

SUBJECT: Appointment to the Senior Resources Advisory Board (SRAB)

PREPARED BY: LeAnne Williams, Deputy City Clerk

RECOMMENDED ACTION:

Appoint two (2) members to the Senior Resources Advisory Board, each with a three-year term expiring October 02, 2028.

Summary

The City Commission adopted Ordinance 12-03 on November 28, 2011, establishing the Senior Resources Advisory Board (SRAB). The purpose of this board is to serve in an advisory role to the City Commission by providing information on all issues of importance to senior citizens in our community. The Senior Resources Advisory Board is made up of five (5) members who serve staggered three (3) year terms and are appointed by the City Commission.

The City advertised for applications for the SRAB in Alachua County Today on October 02, 2025, and October 09, 2025. A notice of vacancies was also posted on community bulletin boards and the City's website. The City received five (5) applications for the appointment. The Commission must consider two (2) appointments to the SRAB. The appointments will be for a three (3) year term ending October 02, 2028.

A listing of the applicants in alphabetical order has been provided for your reference, as well as a ballot. The candidate is as follows:

Jim Curington (Seeking reappointment)
Eileen Eliot
Asia Eichmiller (Seeking reappointment)
John T. McClain, Jr.
Susan Sapp

The applicants have been contacted regarding the potential appointment and have been invited to attend tonight's meeting. I will call them forward to speak, should you wish to hear from them.

The Deputy City Clerk's office will administer the selection process for the appointment.

FINANCIAL IMPACT

ADDITIONAL FINANCIAL INFORMATION

COMMISSION GOALS

ATTACHMENTS

1. App.Curington
2. App.Eichmiller
3. App.Eliot
4. App.MCCLAIN
5. App.Sapp
6. Ballot
7. Ad.SRAB



City of ALACHUA

APPLICATION FOR SENIOR RESOURCES ADVISORY BOARD MEMBERSHIP

Name: JAMES (Jim) Curington Date: 10/13/2025

Physical Address: 10015 N.W. 52ND TERRACE GAINESVILLE, FL 32653

Mailing Address: 11

Email Address: JECJRBOY@AOL.COM

Phone (Daytime): 352-538-2636

Alternate Phone: _____

Are you a resident of the City of Alachua?

☒ Yes ☐ No

Briefly state why you want to be a member of the Senior Resources Advisory Board:

— TO BE PART OF OUR "GOOD LIFE COMMUNITY" —
WE (Cheryl + Jim) HAVE LIVED IN THE CITY OF
ALACHUA FOR APPROXIMATELY 28 YEARS AND WISH TO
CONTRIBUTE TO OUR COMMUNITY. PERSONALLY, I AM
79 YEARS OLD/YOUNG WITH A POSITIVE INTEREST IN OUR
SENIOR CITIZENS (FRIENDS + NEIGHBORS) AND WISH TO
CONTINUE ON THE ADVISORY BOARD IF SELECTED.

Applicant's Signature: [Signature] JAMES (Jim) Curington

Please return this application to the City Clerk's Office located at City Hall, 15100 NW 142ND Terrace, or mail the application to:

City of Alachua
ATTN: City Clerk's Office
P.O. Box 9
Alachua, FL 32616



City of
ALACHUA

APPLICATION FOR SENIOR RESOURCES ADVISORY BOARD MEMBERSHIP

Name: ASIA EICHMILLER Date: 10/6/25
Physical Address: 16202 NW 150th Place, Alachua, FL 32615
Mailing Address: SAA
Email Address: aseieichmiller1@gmail.com
Phone (Daytime): 352 222 2360
Alternate Phone: /

Are you a resident of the City of Alachua?

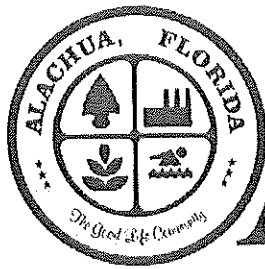
☒ Yes ☐ No

Briefly state why you want to be a member of the Senior Resources Advisory Board: I was
appointed to the Advisory BOARD in 2025 and
have attended quarterly meetings since 4/1/25.
I would like to continue my tenure through
2027 to serve the Senior Citizens of Alachua,
follow up on the utilization of the Survey of
Needs and development of the new
community center.

Applicant's Signature: Asia Eichmiller

Please return this application to the City Clerk's Office located at City Hall, 15100 NW 142nd Terrace, or mail the application to:

City of Alachua
ATTN: City Clerk's Office
P.O. Box 9
Alachua, FL 32616



City of
ALACHUA

APPLICATION FOR SENIOR RESOURCES ADVISORY BOARD MEMBERSHIP

Name: Eileen Eliot Date: 10-7-2025
Physical Address: 14818 N.W 145 Terrace, Alachua, FL 32615
Mailing Address: same as above
Email Address: elioteileen@gmail.com
Phone (Daytime): 828-200-3303
Alternate Phone: _____

Are you a resident of the City of Alachua?

☒ Yes ☐ No

Briefly state why you want to be a member of the Senior Resources Advisory Board: _____

As a senior myself, I understand the challenges
that go with this status, and I would like
to offer advice and suggestions.
I have been a teacher for over forty years and
appreciate the need for leadership that connects
people.

Applicant's Signature: Eileen Eliot

Please return this application to the City Clerk's Office located at City Hall, 15100 NW 142nd Terrace, or mail application to:

City of Alachua
ATTN: Planning and Community Development
P.O. Box 9
Alachua, FL 32616



City of ALACHUA

APPLICATION FOR SENIOR RESOURCES ADVISORY BOARD MEMBERSHIP

Name: John T. McClain Jr Date: 10/15/25
Physical Address: 13207 NW 153rd PL Apt 112 Alachua FL 32615
Mailing Address: PO Bx 1566 Alachua FL 32616
Email Address: Jay2161970@gmail.com
Phone (Daytime): (407) 244-6571
Alternate Phone: _____

Are you a resident of the City of Alachua?

☒ Yes ☐ No

Briefly state why you want to be a member of the Senior Resources Advisory Board: As a newly
"re-plant" to the area, I'm looking to establish roots into the
city. I plan on being heavily involved with the seniors &
needs of our aging community.

Applicant's Signature: _____

Please return this application to the City Clerk's Office located at City Hall, 15100 NW 142nd Terrace, or mail the application to:

City of Alachua
ATTN: City Clerk's Office
P.O. Box 9
Alachua, FL 32616



City of ALACHUA

APPLICATION FOR SENIOR RESOURCES ADVISORY BOARD MEMBERSHIP

Name: SUSAN SHANNON-SAPP Date: 10/7/25
Physical Address: 13645 NW 222ND LANE ALACHUA FL 32615
Mailing Address: P.O. BOX 1954 ALACHUA FL 32616
Email Address: SUSAN.SHANNON.SAPP@gmail.com
Phone (Daytime): 352-258-2608
Alternate Phone: _____

Are you a resident of the City of Alachua?

☒ Yes ☐ No

Briefly state why you want to be a member of the Senior Resources Advisory Board: _____

SEE ATTACHED RESUME -

CURRENTLY WORKING AS A CERTIFIED LIFE COACH, SENIOR ADVOCATE AND REFERRAL
NETWORK. INVESTIGATE SERVICES AVAILABLE FOR SENIORS WITHIN OUR
COMMUNITY. WORKING TO EDUCATE SENIORS ON AVAILABLE RESOURCES.

Applicant's Signature: _____

Susan Shannon-Sapp

Please return this application to the City Clerk's Office located at City Hall, 15100 NW 142nd Terrace, or mail application to:

City of Alachua
ATTN: Planning and Community Development
P.O. Box 9
Alachua, FL 32616

SUSAN SHANNON-SAPP

PO Box 1954 Alachua FL 32616 / 352.258.2608 / susanshannonsapp@gmail.com

Professional Summary

Driven by a passion for personal growth and client success. I leveraged my expertise in motivational techniques and client needs assessment at Nationwide Insurance to manage a team effectively, achieving significant milestones. My background in Life Coaching and Real Estate, coupled with proficiency in software programs and exceptional Team Collaboration, ensuring outstanding results and client satisfaction. Experienced Life Coach versed on guiding individuals to build useful life skills and manage challenging circumstances. Compassionate and energetic with in-depth understanding of coaching process, documentation requirements and available resources.

Work History

Customer Service Rep - Allstate Insurance

March 2025 - May 2025 - Sold Agency

Receptionist - Hair Hunters - Gainesville FL - Nov 2023 - March 2025

Responsbile for scheduling appointments, processing payments and the daily reconciliation of register.

Ceritified Life Coach - Gator Senior Services LLC - Alachua FL - Feb 2022 - Current

Creator of "Beyond the Will" - Estate Planning Coordinator - Providing FREE workshops

My purpose is to help others by utilizing my organizational skills, sphere of influence and compassion to motivate seniors to take action in their own lives and accomplish their desired goals with dignity and respect without judgement.

Broker/Owner - Susan Shannon Real Estate Services LLC - Ocala FL - Sept 2001 - Current

Member Gainesville Alachua County Association of Realtors (GACAR), Ocala Marion County Association of Realtors (OMCAR) and National Association of Realtors (NAR)

Certifications: CRS, SRES, GRI, ePRO, GREEN

Responsible for Creative Marketing Strategies and Monthly Budgeting of expenses

Averaged 10-38 Residential Listings per month - Summerglen Golf Course Community

Specializing in Residential Sales. Provided exceptional customer service, addressing any concerns or questions from Clients promptly and professionally. Developed strong relationships with clients, earning their trust and loyalty through consistent communication and portfolio updates.

Claims Services Manager - Nationwide Insurance - Gainesville FL - June 1980 - Dec 2009

Responsible for the hiring and annual performance reviews of direct reports. Maintain accurate budgeting records. Managed and average of 28 employees with a 1.2 Million Dollar annual budget. Created effective Training Materials

and responsible for tracking and monitoring the progress of "Special Projects". Instrumental in coordinating and processing of Bulk Billings for Field Independent Adjusters, Service Providers during Hurricane Season. Responsible

for processing of Adjusters Checks as well as Bulk Billings from Service Providers for: Florida, Georgia, Alabama, Maryland, Delaware and DC. Successful in the merging of two major businesses: Colonial Insurance and Nationwide Insurance. Successful in the merging of two major businesses: Colonial Insurance and Nationwide Insurance

This required extensive travel while maintaining my business unit in Gainesville due to a highly developed staff. Always maintained positive Employee Engagement Results. Began my career as a Commercial Processor, Rating/Coding Commercial Policies. Transferred to Claims Department as a Claims Processor. Then promoted to a CLAIMS ADJUSTER.

Then transferred back to Claims Processing Unit as a Unit Manager, then Department Manager (held for 22 years). Gainesville was one of six similar units: (2) Ohio (Columbus - Home Office & Canton), (1) Raleigh NC, (1) Lynchburg VA, (1) Portland Oregon. The merger also involved several offices, for which I was responsible for closure. . This involved inventory of assets and working with employees in finding new jobs by enhancing their resumes and conducting mock interviews.

Education

Santa Fe College

Associate of Arts: Paralegal Studies
Life Coaching Certification

Gator CNA

Certified Nursing Assistant Certificate

State of Florida - Claims Adjuster License

Florida Claims Adjuster
Florida Customer Service Rep 4-40 (Apr 2025)

Florida Real Estate Institute - Orange Park, FL

Florida Real Estate Broker
Florida Real Estate Salesperson
Florida Real Estate Appraiser

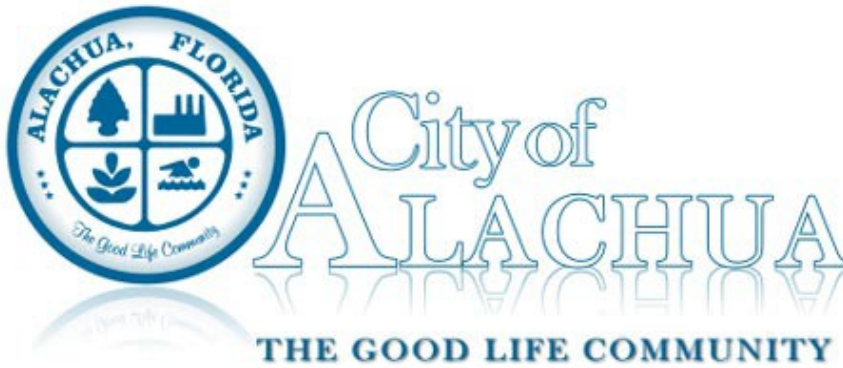
Skills

Proficient in Word/Excel
Detail Orientated
Personal Development
Goal Setting

Memberships

Alachua Chamber of Commerce
Alachua Woman's Club - Alachua FL
High Springs New Century Woman's Club - High Springs
Chair: Signature Program (Domestic Violence & Human Trafficking)
Creating of Fundraising Activities, Monthly Newsletter Submission and Service Hours Reporting
Pinwheels for Child Abuse Banner, Denim Days (Collection of Blue Jeans)
Elks Lodge #990 - Gainesville FL
Canvas Church

Referrals available upon request



Senior Resource Advisory Board

Please vote for a maximum of two candidates.

_____ Jim Curington

_____ Eileen Eliot

_____ Asia Eichmiller

_____ John T. McClain, Jr.

_____ Susan Sapp

_____ October 27, 2025

Signature

Window Screens
Rescreening for Screened Rooms

Alachua County Today

is your best source for local news - 386.462.3355



HORIZON
REALTY OF ALACHUA, INC.



Office Suites for Lease

519208 \$2,917 month

NW 174TH DR D&E ALACHUA

in Mission Office Park on US 441 just N of I-75 and Santa Fe Blvd. well maintained office building across from Santa Fe Blvd and Santa Fe Park and you can see the waves and the sand dunes under construction. Business Center.



University Oaks

28297 \$359,900

NE 109TH STREET ARCHER

4/2 lots on a beautiful 1-acre corner lot. The grand estate includes premier formal dining with a high ceiling for natural light, an open first floor granite and wood floors throughout. One home.

CALL TO ARRANGE A TOUR TODAY
H: 386-462-4020
ORIZONREALTYFL.COM

Commercial and from Low Density Residential to Moderate Density Residential and a rezoning from Community Commercial (CC) and Planned Development - Residential (PD-R) to Planned Development - Commercial (PD-COMM) and Planned Development - Residential (PD-R) generally located in the 16400 to 18800 blocks of US Highway 441 (south side) on all or a portion of 14 tax parcels (03046-003-000, 03046-003-001, 03046-003-002, 03046-003-003, 03046-003-004, 03046-003-005, 03042-050-003, 03042-050-004, 03042-050-010, 03042-051-001, 03042-050-005, 03875-001-001, 03875-010-001 and 03875-010-002). The overall approximate map modification acreage is 182 (+/-) acres. This is not a public hearing. The purpose of this meeting is to inform members of the public of the proposal and to seek their comments. The meeting will be held at 6:00 pm on Wednesday, October 22, 2025, in Meeting Room 1 of Legacy Park Multipurpose Center, located at 15400 Peggy Road, Alachua, Florida 32615.



Contact: eda consultants inc.
Ph: 352-373-3541
E-mail: permitting@edafi.com
(Published: Alachua County Today - October 02, 2025)



City of
ALACHUA

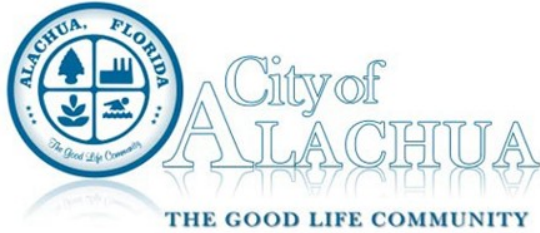
NOTICE OF BOARD VACANCY

Senior Resources

The Alachua City Commission is accepting applications for two (2) vacancies on its Senior Resources Advisory Board. Appointments will be for a three-year term. A minimum of three (3) members must reside in the City of Alachua, and two (2) members may be residents of the greater Alachua area. Interested applicants must be willing to attend meetings at least quarterly and have a keen interest in senior resources.

To apply, you can obtain an application and information from our website at www.cityofalachua.com or contact the City of Alachua at (386) 418-6100 to request a copy. The City must receive applications for consideration on or before October 16, 2025. You may send your application to the City Clerk's Office, P.O. Box 9, Alachua, FL 32616; or drop it off at City Hall, 15100 NW 142 Terrace.

(Published: Alachua County Today - October 02 & 09, 2025)



Commission Agenda Item

MEETING DATE: October 27, 2025

SUBJECT: Appointment to the Youth Advisory Council (YAC)

PREPARED BY: LeAnne Williams, Deputy City Clerk

RECOMMENDED ACTION:

Appoint one (1) member to the Youth Advisory Council with a two-year term expiring September 04, 2027.

Summary

The City of Alachua Commission adopted Ordinance 12-14 on Feb. 13, 2012, establishing a Youth Advisory Council (YAC). The purpose of the Council is to stimulate and foster the active participation of young individuals in addressing the issues impacting the youth of the community, while also ensuring leaders of tomorrow have input in the local government process today. The YAC is to make recommendations to the City Commission on policies & procedures, along with philosophies. They are to serve as advocates for issues and initiatives to positively impact the lives of young people, among other duties.

The YAC is to be composed of five (5) voting members with two-year terms. Members of the Council are required to be enrolled in a public school, private school, or home education program within the City of Alachua in grades nine through twelve or to be residents of the City of Alachua enrolled in such a school/program.

The City advertised vacancies in Alachua County Today on August 14, 2025, and August 21, 2025. Notice of the vacancies was also posted on community bulletin boards and the City's website.

There are two (2) open seats with terms that will be for two (2) years, ending on September 04, 2027. The City has received one (1) application that meets the enrollment/residency requirement as provided by Ord. 12-14. The following applicant is eligible for appointment:

- Robert Hu (12th grade)

The applicant has been contacted regarding his potential appointment. He sent an email to notify the Commission that he could not attend the meeting, but desires to continue as part of the Youth Advisory Council.

The Deputy City Clerk's Office will administer the ballot process.

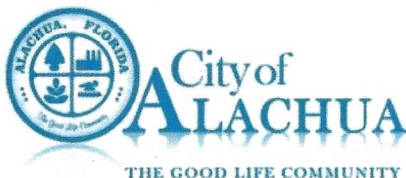
FINANCIAL IMPACT

ADDITIONAL FINANCIAL INFORMATION

COMMISSION GOALS

ATTACHMENTS

1. APP.HU
2. Ballot
3. Ad.YAC



YOUTH ADVISORY COUNCIL

BACKGROUND:

Thank you for your interest in the City of Alachua Youth Advisory Council (YAC). The purpose of the Council is to stimulate and foster the active participation of young individuals in addressing issues impacting the youth of the community to ensure leaders of tomorrow have input in the local government process today.

The YAC serves as an advisory body to the City of Alachua Commission. It has five (5) voting members and a General Council of non-voting members. The City of Alachua Commission appoints all voting members, and the General Council members are appointed by the voting members of the YAC.

ELIGIBILITY:

Applicants must be enrolled in grades nine through twelve at a public school, private school, or home education program within the city of Alachua.

MEETINGS:

The YAC meets at least quarterly or more often as directed by the YAC. The meetings are held in the James A. Lewis Commission Chambers at Alachua City Hall and are open to the public.

Instructions: Complete all fields below and on page 2 and submit the application and letter of recommendation to:

City of Alachua
Attn: Deputy City Clerk's Office
P.O. Box 9
Alachua, FL 32616

Student: Robert Hu E-mail: robhu2015@gmail.com
Home Address: 5815 NW 246th Ave City: Alachua State: FL Zip: 32615
Home Phone: 352-580-0171 Cell Phone: 386-365-8703
School: Santa Fe High School Grade: 12
Parent/Guardian: Meiyu Dong Parent/Guardian Phone: 352-871-9801
Parent/Guardian Email: meiyudong2011@gmail.com

I have read and understand the commitment required as a City of Alachua Youth Advisory Council member. I will be a positive representative of youth in the community and serve to accomplish the goals and duties of the Youth Advisory Council.

Student Signature: Robert Hu Date: 8/19/25

Parent/Guardian Permission: I give my permission for Robert to apply to and participate as a member of the City of Alachua Youth Advisory Council.

Parent/Guardian Signature: [Signature] Date: 8/19/25

YOUTH ADVISORY COUNCIL

Please check only one (1). I am applying for membership as a: ☒ Voting Member
☐ General Council Member

1. Why do you want to serve as a member of the City of Alachua Youth Advisory Council?

As a current member of the Youth Advisory Council since 2023, I have seen and been apart of the wonderful and community building projects the YAC has done, like the Restoring Dignity project which provided needy students across Alachua county with essential hygiene supplies. I want to continue doing more projects that help the members of our community and beyond.

2. Explain how you are involved in your school and/or community. List all extracurricular activities.

Being the current chair of the YAC - Community service projects around Alachua; Spoke at Matthew Lervey Intergenerational Event + Juneteenth Celebration, Next Gen Youth Group Leader,

3. What skills, talents and abilities do you have that will be beneficial in accomplishing the goals and duties of the City of Alachua Youth Advisory Council?

Prior leadership experience, hard work ethic, self-motivated, Intelligence (good grades, test scores), People skills

4. List two (2) adult references (non-relatives) with phone numbers.

Reference 1

Reference 2

Name: Jack Hansen

Name: LeAnne Williams

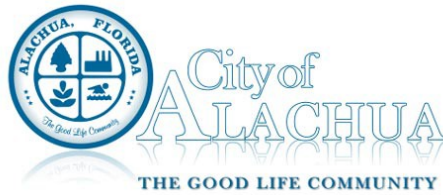
Relationship: YAC Liaison

Relationship: Previous YAC Liaison

Phone: 386-853-5931

Phone: 386-292-6870

5. Attach one (1) letter of recommendation from a staff/faculty member of your school.



Youth Advisory Board Ballot

Please vote yes or no.

_____Robert Hu

_____October 27, 2025

Signature

The Commissioner will set the term of office by motion to be a two-year term.

preventing vitamin E did not receive as much attention as other vitamins, partly importance as an essential nutrient obtained through diet (found richly in plant-



City of ALACHUA

YOUTH ADVISORY COUNCIL VACANCY

The Alachua City Commission is accepting applications for two (2) vacancies on its Youth Advisory Council. Appointments will be for two-year terms. Interested applicants must be enrolled in a public school, private school, or home education program within the City of Alachua in grades nine through twelve. Applicants must also be willing to attend meetings on at least a bi-monthly basis and have a keen interest in youth.

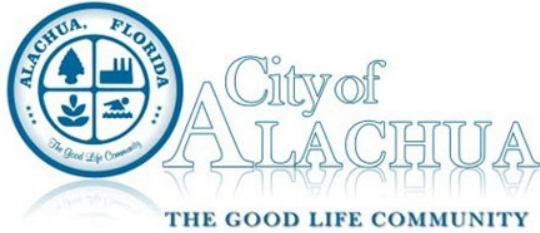
The duties of the YAC include recommending to the City Commission policies, procedures, and philosophies on issues and initiatives to positively impact the lives of youth. Additionally, the YAC will facilitate community meetings with youth to discuss issues and suggestions for improvement, assist in planning and implementing various events to benefit youth in the community and promote and recognize the abilities, accomplishments, and contributions of youth.

To apply, you can obtain an application and information from our website at www.cityofalachua.com or contact the City of Alachua at (386) 418-6100 to request a copy. The City must receive applications on or before September 04, 2025, for consideration. You may send your application to the Attention: Deputy City Clerk's Office, P.O. Box 9, Alachua, FL 32616, or email to le_williams@cityofalachua.org.

(Published: Alachua County Today - August 14, 2025 and August 21, 2025)

& Services

John A. Scott
A. Scott



Commission Agenda Item

MEETING DATE: October 27, 2025

SUBJECT: FY 2026 Purchase of Police Patrol Vehicles

PREPARED BY: Donna Smith

RECOMMENDED ACTION:

- 1) Authorize the issuance of a Purchase Order to Step One Automotive LLC in the amount of \$184,627.12.
 - 2) Authorize the City Manager to execute any necessary documents to proceed with the purchase of four (4) 2026 Ford Police Utility K8A AWD Vehicles.
-

Summary

On September 22, 2025, the City Commission adopted the FY 26 2025-2026 Budget authorizing \$410,000 in the Police Department budget to provide for the purchase and equipping of five (5) vehicles.

Step One Automotive (Ford Crestview), under State Contract 25-10000-23-STC, has quoted four (4) 2026 Ford Police Utility K8A AWD patrol vehicles totaling \$184,627.12 (\$46,156.78 each).

Staff recommends moving forward with Step One Automotive for the purchase of four (4) 2026 Ford Police Utility K8A AWD vehicles.

FINANCIAL IMPACT

ADDITIONAL FINANCIAL INFORMATION

COMMISSION GOALS

Strengthen Community Service
Funding Source - General Fund
Quality of Life

ATTACHMENTS

1. Quote - Step One Automotive Group

COST PLUS % MUST BE EQUAL TO OR LESS THAN THE COST PLUS % SHOWN ON THE AWARDED COST SHEET

TOTAL COST: Non-OEM Options (per Motor Vehicle)

TOTAL COST: Body Transfer and 3rd Party Body Installations (per Motor Vehicle)

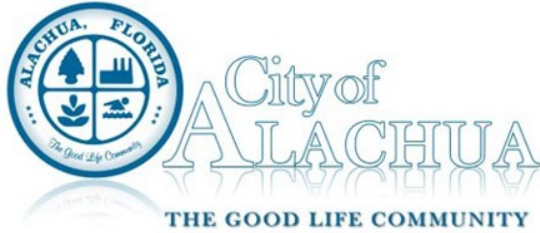
Customer Order Total with Cost % Applied Where Applicable

Total Vehicles Quoted (with the same OEM and Non-OEM Options)

GRAND TOTAL

LIMITED SUPPLY

*UNSPSC = United Nations Standard Products and Services Commodity Code. Refer to the Discount Sheet for the code(s) applicable to each Group and Sub-Group.



Commission Agenda Item

MEETING DATE: October 27, 2025

SUBJECT: BS&A.Net Conversion to Cloud

PREPARED BY:

RECOMMENDED ACTION:

- 1) Authorize the issuance of a Purchase Order to Belle Szure & Associates (BS&A) in the amount of \$147,910.00.
 - 2) Authorize the City Manager to execute any necessary documents to proceed with the BS&A.Net Conversion to Cloud.
-

Summary

On October 1, 2016, the City entered into a contract with Belle Szure & Associates (BS&A) to implement an Enterprise Resource Planning (ERP) Software System. Throughout the summer of 2016, the City worked on migrating the City's various departments into the Software system prior to start-up.

By implementing BS&A.Net Conversion to Cloud, the City will gain access to additional features currently not provided. The conversion will eliminate in-house data storage needs and reduce staff service maintenance time.

This agreement provides for conversion costs of \$93,300 and a maximum initial annual fee of \$54,610.

Staff recommends moving forward with the BS&A.Net Cloud Conversion.

FINANCIAL IMPACT

ADDITIONAL FINANCIAL INFORMATION

COMMISSION GOALS

Community Enhancement

Strengthen Community Service
Funding Source - General Fund

ATTACHMENTS

1. BS&A SAAS Agreement
2. BS&A Contract

**BS&A
CUSTOMER ORDER FORM**

This Customer Order Form (this “**Order**”) is entered into as of the “**Effective Date**” identified below between BS&A Software, LLC, a Delaware limited liability company with offices located at 14965 Abbey Lane, Bath, MI 48808 (“**BS&A**”) and the “**Customer**” identified below. Capitalized terms used but not defined in this Order have the meanings given them elsewhere in the Agreement (as defined below). BS&A and Customer may be referred to herein collectively as the “**Parties**” or individually as a “**Party**”. The Parties hereby agree as follows:

Customer Name: City of Alachua, Alachua County FL	Sponsor Contact: []
Billing Address: []	Sponsor Phone: []
Accounts Payable Email: []	Sponsor Email: []

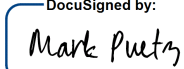
Platform and Fee Information

Effective Date: [] 10/1/2025	
Platform Description: Those modules and feature packs of BS&A’s proprietary hosted enterprise resource planning service for managing local government functions that are identified in the Pricing Sheet.	
“Usage Limitations”:	
☐ <i>Number of Authorized Users:</i> [INSERT # OF SEATS]	
☐ <i>Other:</i> [INSERT OTHER USAGE LIMITATIONS, IF ANY]	
“Initial Subscription Period”: [One (1) year]	Subscription Fees: \$54,610, payable [annually].
Professional Services (if any): \$93,300	Service Fees (if any):
Other Customer Terms:	

The Customer Agreement (the “**Agreement**”), made and entered into as of the Effective Date between BS&A and Customer, includes and incorporates: (i) the above Order; (ii) any Orders previously or subsequently entered into by the Parties; and (iii) the Customer Terms and Conditions, which are attached to this Order (the “**Terms and Conditions**”); and (iv) the Pricing Sheet attached to this Order (the “**Pricing Sheet**”).

BS&A SOFTWARE, LLC

CITY OF ALACHUA, ALACHUA COUNTY FL

DocuSigned by:

B3031FE53C404E6...
Name: Mark Puetz
Title: Director of Business Operations

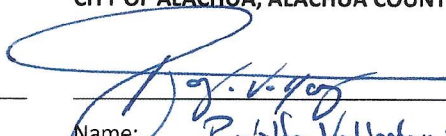

Name: R. Billo Valladares
Title: City Manager

EXHIBIT A
CUSTOMER TERMS AND CONDITIONS

The Parties agree as follows:

1. Definitions.

1.1 "Authorized User" means Customer's employees, consultants, contractors, and agents: (i) who are authorized by Customer to access and use the Platform under this Agreement; and (ii) for whom access to the Platform has been purchased hereunder.

1.2 "BS&A IP" means the Platform and any and all intellectual property provided to Customer or any Authorized User in connection with the foregoing. For the avoidance of doubt, BS&A IP includes Usage Data and any information, data, or other content derived from BS&A's provision of the Platform but does not include Customer Data.

1.3 "Business Contact Data" means Personal Information that relates to BS&A's relationship with Customer, including, by way of example and without limitation, the names and contact information of Authorized Users and any other data BS&A collects for the purpose of managing its relationship with Customer, identity verification, or as otherwise required by applicable laws, rules, or regulations.

1.4 "Customer Data" means information, data, and other content, in any form or medium, that is submitted, posted, or otherwise transmitted by or on behalf of Customer or an Authorized User through the Platform, including Business Contact Data; provided that, for purposes of clarity, Customer Data as defined herein does not include Business Contact Data or Usage Data.

1.5 "Documentation" means Company's end user documentation relating to the Platform, including any user guides.

1.6 "Harmful Code" means any software, hardware, or other technology, device, or means, including any virus, worm, malware, or other malicious computer code, the purpose or effect of which is to permit unauthorized access to, or to destroy, disrupt, disable, distort, or otherwise harm or impede in any manner any (i) computer, software, firmware, hardware, system, or network; or (ii) any application or function of any of the foregoing or the security, integrity, confidentiality, or use of any data processed thereby.

1.7 "Order" means: (i) a purchase order, order form, or other ordering document entered into by the Parties that incorporates this Agreement by reference; or (ii) if Customer registered for the Platform through BS&A's online ordering process, the results of such online ordering process.

1.8 "Personal Information" means any information that, individually or in combination, does or can identify a specific individual or by or from which a specific individual may be identified, contacted, or located, including without limitation all data considered "personal data", "personally identifiable information", or something similar under applicable laws, rules, or regulations relating to data privacy.

1.9 "Platform" has the meaning set forth on the Order.

1.10 "Professional Services" means training, migration, implementation, integration, or other professional services that are provided to Customer in connection with its use of the Platform hereunder.

1.11 "Subscription Period" means the time period identified on the Order during which Customer's Authorized Users may access and use the Platform.

1.12 "Third-Party Products" means any third-party products provided with, integrated with, or incorporated into the Platform.

1.13 "Usage Data" means usage data collected and processed by BS&A in connection with Customer's use of the Platform, including without limitation test configuration metadata, activity logs, and data used to optimize and maintain performance of the Platform, and to investigate and prevent system abuse. For purposes of clarity, Customer Data is not Usage Data and Usage Data does not contain Personal Information or any other Customer Data.

1.14 "Usage Limitations" means the usage limitations set forth in this Agreement and the Order, including without limitation any limitations on the number of Authorized Users (if any), and the applicable product, pricing, and support tiers agreed-upon by the Parties.

2. Access and Use.

2.1 Provision of Access. Subject to and conditioned on Customer's compliance with the terms and conditions of this Agreement, including without limitation the Usage Limitations, Customer may, solely through its Authorized Users, access and use the Platform during the Subscription Period on a non-exclusive, non-transferable (except in compliance with Section 15.9), and non-sublicensable basis. Such use is limited to Customer's internal business purposes and the features and functionalities specified in the Order. Each Authorized User must have its own unique account on the Platform and Authorized Users may not share their account credentials with one another or any third party. Customer will be responsible for all of the acts and omissions of its Authorized Users in connection with this Agreement and for all use of Authorized Users' accounts.

2.2 Documentation License. Subject to and conditioned on Customer's compliance with the terms and conditions of this Agreement, Company hereby grants to Customer a non-exclusive, non-transferable (except in compliance with Section 15.9), and non-sublicensable license to use the Documentation during the Subscription Period solely for Customer's internal business purposes in connection with its use of the Platform.

2.3 Use Restrictions. Customer shall not use the Platform for any purposes beyond the scope of the access granted in this Agreement. Customer shall not at any time, directly or indirectly, and shall not permit any Authorized Users to: (i) copy, modify, or create derivative works of any BS&A IP, whether in whole or in part; (ii) rent, lease, lend, sell, license, sublicense, assign, distribute, publish, transfer, or otherwise make available the Platform or Documentation to any third party; (iii) reverse engineer, disassemble, decompile, decode, adapt, or otherwise attempt to derive or gain access to any software component of the Platform, in whole or in part; (iv) remove any proprietary notices from any BS&A IP; (v) use any BS&A IP in any manner or for any purpose that infringes, misappropriates, or otherwise violates any intellectual property right or other right of any person, or that violates any applicable law; (vi) access or use any BS&A IP for purposes of competitive analysis of BS&A or the Platform, the development, provision, or use of a competing software service or product, or any other purpose that is to BS&A's detriment or commercial disadvantage; (vii) bypass or breach any security device or protection used by the Platform or access or use the Platform other than by an Authorized User through the use of valid access credentials; (viii) input, upload, transmit, or otherwise provide to or through the Platform any information or materials, including Customer Data, that are unlawful or injurious or that infringe or otherwise violate any third party's intellectual property or other rights, or that contain, transmit, or activate any Harmful Code; or (ix) use any BS&A IP for any activity where use or failure of the BS&A IP could lead to death, personal injury, or environmental damage, including life support systems, emergency services, nuclear facilities, autonomous vehicles, or air traffic control.

2.4 Reservation of Rights. BS&A reserves all rights not expressly granted to Customer in this Agreement. Except for the limited rights and licenses expressly granted under this Agreement, nothing in this Agreement grants, by implication, waiver, estoppel, or otherwise, to Customer or any third party any intellectual property rights or other right, title, or interest in or to the BS&A IP.

2.5 Suspension. Notwithstanding anything to the contrary in this Agreement, BS&A may temporarily suspend Customer's and any Authorized User's access to any portion or all of the Platform if: (i) BS&A reasonably determines that (a) there is a threat or attack on any of the BS&A IP; (b) Customer's or any Authorized User's use of the BS&A IP disrupts or poses a security risk to the BS&A IP or to any other customer or vendor of BS&A; (c) Customer, or any Authorized User, is using the BS&A IP for fraudulent or illegal activities; (d) subject to applicable law, Customer has ceased to continue its business in the ordinary course, made an assignment for the benefit of creditors or similar disposition of its assets, or become the subject of any bankruptcy, reorganization, liquidation, dissolution, or similar proceeding; (e) BS&A's provision of the Platform to Customer or any Authorized User is prohibited by applicable law; or (f) any Customer Data submitted, posted, or otherwise transmitted by or on behalf of Customer or an Authorized User through the Platform may infringe or otherwise violate any third party's intellectual property or other rights; (ii) any vendor of BS&A has suspended or terminated BS&A's access to or use of any Third-Party Products required to enable Customer to access the Platform; or (iii) in accordance with Section 7.1 (any such suspension described in subclauses (i), (ii), or (iii), a "Service Suspension"). BS&A shall use commercially reasonable efforts to provide written notice of any Service Suspension to Customer and to provide updates regarding resumption of access to the Platform following any Service Suspension. BS&A shall use commercially reasonable efforts to resume providing access to the Platform as soon as reasonably possible after the event giving rise to the Service Suspension is cured. BS&A will have no liability for any damage, liabilities, losses (including any loss of data or profits), or any other consequences that Customer or any Authorized User may incur as a result of a Service Suspension.

2.6 Business Contact Data and Usage Data. Notwithstanding anything to the contrary in this Agreement,

BS&A may process Business Contact Data: (i) to manage BS&A's relationship with Customer; (ii) to carry out BS&A's core business operations, such as, by way of example and without limitation, accounting, audits, tax preparation and for filing and compliance purposes; (iii) to monitor, investigate, prevent and detect fraud, security incidents and other misuse of the Platform, and to prevent harm to BS&A, Customer, and BS&A's other customers; (iv) for identity verification purposes; and (v) to comply with applicable laws, rules, and regulations relating to the processing and retention of Personal Information to which BS&A may be subject. BS&A may process Usage Data for any lawful purpose, including to monitor, maintain, and optimize the Platform.'

3. Customer Responsibilities.

3.1 General. Customer is responsible and liable for all uses of the Platform and Documentation resulting from access provided by Customer, directly or indirectly, whether such access or use is permitted by or in violation of this Agreement. Without limiting the generality of the foregoing, Customer is responsible for all acts and omissions of Authorized Users, and any act or omission by an Authorized User that would constitute a breach of this Agreement if taken by Customer will be deemed a breach of this Agreement by Customer. Customer shall use reasonable efforts to make all Authorized Users aware of this Agreement's provisions as applicable to such Authorized User's use of the Platform and shall cause Authorized Users to comply with such provisions.

3.2 Third-Party Products. BS&A may from time to time make Third-Party Products available to Customer or BS&A may allow for certain Third-Party Products to be integrated with the Platform to allow for the transmission of Customer Data from such Third-Party Products into the Platform. For purposes of this Agreement, such Third-Party Products are subject to their own terms and conditions. BS&A is not responsible for the operation of any Third-Party Products and makes no representations or warranties of any kind with respect to Third-Party Products or their respective providers. If Customer does not agree to abide by the applicable terms for any such Third-Party Products, then Customer should not install or use such Third-Party Products. By authorizing BS&A to transmit Customer Data from Third-Party Products into the Platform, Customer represents and warrants to BS&A that it has all right, power, and authority to provide such authorization.

3.3 Customer Control and Responsibility. Customer has and will retain sole responsibility for: (i) all Customer Data, including its content and use; (ii) all information, instructions, and materials provided by or on behalf of Customer or any Authorized User in connection with the Platform; (iii) Customer's information technology infrastructure, including computers, software, databases, electronic systems (including database management systems), and networks, whether operated directly by Customer or through the use of third-party platforms or service providers ("**Customer Systems**"); (iv) the security and use of Customer's and its Authorized Users' access credentials; and (v) all access to and use of the Platform directly or indirectly by or through the Customer Systems or its or its Authorized Users' access credentials, with or without Customer's knowledge or consent, including all results obtained from, and all conclusions, decisions, and actions based on, such access or use. For purposes of clarity, Customer Systems do not include BS&A's information technology infrastructure, including computers, software, databases, electronic systems (including database management systems), and networks operated directly by BS&A and its third-party service providers.

4. Support. Subject to and conditioned on Customer's compliance with the terms and conditions of this Agreement, including payment of applicable Fees, BS&A will use commercially reasonable efforts to provide Customer with basic customer support via BS&A's standard support channels during BS&A's normal business hours.

5. Professional Services. BS&A will perform Professional Services as described in an Order. Customer will provide BS&A all reasonable cooperation required for BS&A to perform the Professional Services, including without limitation timely access to any reasonably required Customer materials, information, or personnel. Subject to any limitations identified in an Order, Customer will reimburse BS&A's reasonable travel and lodging expenses incurred in providing Professional Services. To the extent the Professional Services result in any work product of any kind or character ("**Work Product**"), all such Work Product will remain owned solely and exclusively by BS&A and, to the extent any such Work Product consists of enhancements, improvements, or other modifications to the Platform, such Work Product may be used by Customer solely in connection with Customer's authorized use of the Platform under this Agreement.

6. Insurance. During the Subscription Period, BS&A shall procure and maintain appropriate insurance policies with coverage limits that are commensurate with industry standards and sufficient to protect against potential risks associated with this Agreement. The insurance policies shall be obtained from reputable and financially sound insurance providers, and BS&A agrees to provide proof of such insurance upon request by Customer.

7. Fees and Taxes.

7.1 **Fees.** The Platform may be provided for a fee or other charge. Customer shall pay BS&A the fees ("Fees") identified in the Order without offset or deduction at the cadence identified in the Order (e.g., monthly or annually). BS&A may increase the Fees annually, provided that BS&A will provide Customer at least thirty (30) days' notice of such increase prior to the end of the then-current Term. The amount of the Fee increase will be in BS&A's sole discretion, provided that Customer agrees that the increase may be at least the greater of: (i) five percent (5%); or (ii) the annual increase in the relevant Consumer Price Index for all Urban Consumers published by the Bureau of Labor Statistics for the then-current calendar year, in each case as compared to the Fees applicable during then-current Term, as applicable. Fees paid by Customer are non-refundable. Customer shall make all payments hereunder in US dollars by ACH or via another reasonable method chosen by BS&A, to such account as BS&A may specify in writing from time to time, or by another mutually agreed-upon payment method. If Customer pays via invoice, Customer payments shall be made in accordance with the Florida Prompt Payment Act. If failure to pay in accordance with the Florida Prompt Payment Act continues for ten (10) days or more, BS&A may suspend Customer's and its Authorized Users' access to all or any part of the Platform until such amounts are paid in full.

7.2 **Taxes.** All Fees and other amounts payable by Customer under this Agreement are exclusive of taxes and similar assessments. Customer is responsible for all sales, use, and excise taxes, and any other similar taxes, duties, and charges of any kind imposed by any federal, state, or local governmental or regulatory authority on any amounts payable by Customer hereunder, other than any taxes imposed on BS&A's income.

8. **Confidential Information.**

8.1 **Definition.** From time to time during the Subscription Period, either Party may disclose or make available to the other Party information about its business affairs, products, confidential intellectual property, trade secrets, third-party confidential information, and other sensitive or proprietary information, whether orally or in written, electronic, or other form or media that: (i) is marked, designated or otherwise identified as "confidential" or something similar at the time of disclosure or within a reasonable period of time thereafter; or (ii) would be considered confidential by a reasonable person given the nature of the information or the circumstances of its disclosure (collectively, "**Confidential Information**"). Except for Personal Information, Confidential Information does not include information that, at the time of disclosure is: (a) in the public domain; (b) known to the receiving Party at the time of disclosure; (c) rightfully obtained by the receiving Party on a non-confidential basis from a third party; or (d) independently developed by the receiving Party without use of, reference to, or reliance upon the disclosing Party's Confidential Information.

8.2 **Duty.** The receiving Party shall not disclose the disclosing Party's Confidential Information to any person or entity, except to the receiving Party's employees, contractors, and agents who have a need to know the Confidential Information for the receiving Party to exercise its rights or perform its obligations hereunder ("**Representatives**"). The receiving Party will be responsible for all the acts and omissions of its Representatives as they relate to Confidential Information hereunder. Notwithstanding the foregoing, each Party may disclose Confidential Information to the limited extent required (i) in order to comply with the order of a court or other governmental body, or as otherwise necessary to comply with applicable law, provided that the Party making the disclosure pursuant to the order shall first have given written notice to the other Party and made a reasonable effort to obtain a protective order; or (ii) to establish a Party's rights under this Agreement, including to make required court filings. Further, notwithstanding the foregoing, each Party may disclose the terms and existence of this Agreement to its actual or potential investors, debtholders, acquirers, or merger partners under customary confidentiality terms.

8.3 **Return of Materials; Effects of Termination/Expiration.** On the expiration or termination of the Agreement, the receiving Party shall promptly return to the disclosing Party all copies, whether in written, electronic, or other form or media, of the disclosing Party's Confidential Information, or destroy all such copies and certify in writing to the disclosing Party that such Confidential Information has been destroyed. Each Party's obligations of non-use and non-disclosure with regard to Confidential Information are effective as of the Effective Date and will expire three (3) years from the date of termination or expiration of this Agreement; provided, however, with respect to any Confidential Information that constitutes a trade secret (as determined under applicable law), such obligations of non-disclosure will survive the termination or expiration of this Agreement for as long as such Confidential Information remains subject to trade secret protection under applicable law.

9. **Data Security and Processing of Personal Information.**

9.1 **Customer Data.** Customer hereby grants to BS&A a non-exclusive, royalty-free, worldwide license to reproduce, distribute, and otherwise use and display the Customer Data and perform all acts with respect to the Customer Data as may be necessary for BS&A to provide the Platform and otherwise perform its obligations hereunder. Customer

may export the Customer Data at any time through the features and functionalities made available via the Platform. For the avoidance of doubt, aggregated, de-identified, and anonymized portions, sets, or other combinations of Customer Data that do not contain personally identifying elements of Customer's identity or of any Authorized Users are Usage Data and not Customer Data.

9.2 Security Measures. BS&A will implement and maintain commercially reasonable administrative, physical, and technical safeguards designed to protect Customer Data (including Personal Information provided as part of Business Contact Data) from unauthorized access, use, alteration, or disclosure.

9.3 Processing of Personal Information. BS&A's rights and obligations with respect to Personal Information that it collects directly from individuals (if any) are set forth in BS&A's Privacy Policy (as amended from time to time in accordance with its terms). Personal Information processed by BS&A on behalf of Customer is considered Customer Data and is governed by the terms of this Agreement.

10. Intellectual Property Ownership; Feedback.

10.1 BS&A IP. Customer acknowledges that, as between Customer and BS&A, BS&A owns all right, title, and interest, including all intellectual property rights, in and to the BS&A IP and, with respect to Third-Party Products, the applicable third-party providers own all right, title, and interest, including all intellectual property rights, in and to the Third-Party Products.

10.2 Usage Data. Customer acknowledges that, as between BS&A and Customer, BS&A owns all right, title, and interest, including all intellectual property rights, in and to the Usage Data.

10.3 Customer Data. BS&A acknowledges that, as between BS&A and Customer, Customer owns all right, title, and interest, including all intellectual property rights, in and to the Customer Data.

10.4 Feedback. If Customer or any of its employees or contractors sends or transmits any communications or materials to BS&A by mail, email, telephone, or otherwise, suggesting or recommending changes to the BS&A IP, including without limitation, new features or functionality relating thereto, or any comments, questions, suggestions, or the like ("**Feedback**"), BS&A is free to use such Feedback irrespective of any other obligation or limitation between the Parties governing such Feedback.

11. Mutual Warranties; Disclaimer of Other Warranties.

11.1 Mutual Warranties. Each party hereby represents and warrants to the other that: (i) it has the full right, power, and authority to enter into, execute, and perform its obligations under this Agreement without any conflict with or violation of any other obligations to which it may be subject; and (ii) this Agreement is binding on such party in accordance with its terms.

11.2 Disclaimer of Other Warranties. THE BS&A IP IS PROVIDED "AS IS" AND BS&A HEREBY DISCLAIMS ALL WARRANTIES, WHETHER EXPRESS, IMPLIED, STATUTORY, OR OTHERWISE. BS&A SPECIFICALLY DISCLAIMS ALL IMPLIED WARRANTIES OF MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE, TITLE, AND NON-INFRINGEMENT, AND ALL WARRANTIES ARISING FROM COURSE OF DEALING, USAGE, OR TRADE PRACTICE. BS&A MAKES NO WARRANTY OF ANY KIND THAT THE BS&A IP, OR ANY PRODUCTS OR RESULTS OF THE USE THEREOF, WILL MEET CUSTOMER'S OR ANY OTHER PERSON'S REQUIREMENTS, OPERATE WITHOUT INTERRUPTION, ACHIEVE ANY INTENDED RESULT, BE COMPATIBLE OR WORK WITH ANY SOFTWARE, SYSTEM OR OTHER PLATFORM, OR BE SECURE, ACCURATE, COMPLETE, FREE OF HARMFUL CODE, OR ERROR FREE.

12. Indemnification.

12.1 BS&A Indemnification.

(a) BS&A shall indemnify, defend, and hold harmless Customer from and against any and all losses, damages, liabilities, costs (including reasonable attorneys' fees) ("**Losses**") incurred by Customer resulting from any third-party claim, suit, action, or proceeding ("**Third-Party Claim**") brought against Customer alleging that the Platform, or any use of the Platform in accordance with this Agreement, infringes or misappropriates such third party's US intellectual property rights; provided that Customer promptly notifies BS&A in writing of the claim, cooperates with BS&A, and allows BS&A sole authority to control the defense and settlement of such claim.

(b) If such a claim is made or appears possible, Customer agrees to permit BS&A, at BS&A's sole discretion: to (i) modify or replace the Platform, or component or part thereof, to make it non-infringing; or (ii) obtain the

right for Customer to continue use. If BS&A determines that neither alternative is reasonably commercially available, BS&A may terminate this Agreement, in its entirety or with respect to the affected component or part, effective immediately on written notice to Customer, and as Customer's sole and exclusive remedy therefor, BS&A will provide to Customer a prorated refund of prepaid, unused Fees attributable to the Platform (and not including any one-time Fees for Professional Services).

(c) This Section 12.1 will not apply to the extent that the alleged infringement arises from: (i) use of the Platform in combination with data, software, hardware, equipment, or technology not provided by BS&A or authorized by BS&A in writing; (ii) modifications to the Platform not made by BS&A; (iii) Customer Data; or (iv) Third-Party Products.

12.2 Customer Indemnification. To the extent permitted under applicable laws, Customer shall indemnify BS&A from and against any Losses resulting from any Third-Party Claim alleging that the Customer Data, or any use of the Customer Data in accordance with this Agreement, infringes or misappropriates such third party's intellectual property or other rights and any Third-Party Claims based on Customer's or any Authorized User's (i) negligence or willful misconduct; (ii) use of the Platform in a manner not authorized by this Agreement; or (iii) use of the Platform in combination with data, software, hardware, equipment or technology not provided by BS&A or authorized by BS&A in writing; in each case provided that Customer may not settle any Third-Party Claim against BS&A unless BS&A consents to such settlement, and further provided that BS&A will have the right, at its option, to defend itself against any such Third-Party Claim or to participate in the defense thereof by counsel of its own choice.

12.3 Sole Remedy. THIS SECTION 12.3 SETS FORTH CUSTOMER'S SOLE REMEDIES AND BS&A'S SOLE LIABILITY AND OBLIGATION FOR ANY ACTUAL, THREATENED, OR ALLEGED CLAIMS THAT THE PLATFORM INFRINGE, MISAPPROPRIATE, OR OTHERWISE VIOLATE ANY INTELLECTUAL PROPERTY RIGHTS OF ANY THIRD PARTY.

13. Limitations of Liability. IN NO EVENT WILL EITHER PARTY BE LIABLE UNDER OR IN CONNECTION WITH THIS AGREEMENT UNDER ANY LEGAL OR EQUITABLE THEORY, INCLUDING BREACH OF CONTRACT, TORT (INCLUDING NEGLIGENCE), STRICT LIABILITY, AND OTHERWISE, FOR ANY: (i) CONSEQUENTIAL, INCIDENTAL, INDIRECT, EXEMPLARY, SPECIAL, ENHANCED, OR PUNITIVE DAMAGES; (ii) INCREASED COSTS, DIMINUTION IN VALUE OR LOST BUSINESS, PRODUCTION, REVENUES, OR PROFITS; (iii) LOSS OF GOODWILL OR REPUTATION; (iv) USE, INABILITY TO USE, LOSS, INTERRUPTION, DELAY OR RECOVERY OF ANY DATA, OR BREACH OF DATA OR SYSTEM SECURITY; OR (v) COST OF REPLACEMENT GOODS OR SERVICES, IN EACH CASE REGARDLESS OF WHETHER BS&A WAS ADVISED OF THE POSSIBILITY OF SUCH LOSSES OR DAMAGES OR SUCH LOSSES OR DAMAGES WERE OTHERWISE FORESEEABLE. IN NO EVENT WILL 'EITHER PARTY'S AGGREGATE LIABILITY ARISING OUT OF OR RELATED TO THIS AGREEMENT UNDER ANY LEGAL OR EQUITABLE THEORY, INCLUDING BREACH OF CONTRACT, TORT (INCLUDING NEGLIGENCE), STRICT LIABILITY, AND OTHERWISE EXCEED THE TOTAL AMOUNTS PAID AND/OR PAYABLE TO BS&A UNDER THIS AGREEMENT IN THE TWELVE (12) MONTHS IMMEDIATELY PRECEDING THE CLAIM. THE FOREGOING LIMITATIONS OF LIABILITY WILL NOT APPLY WITH RESPECT TO LIABILITIES ARISING FROM: (A) A PARTY'S BREACH OF ITS CONFIDENTIALITY OBLIGATIONS UNDER SECTION 8; (B) A PARTY'S GROSS NEGLIGENCE, FRAUD, OR WILLFUL MISCONDUCT; OR (C) A PARTY'S INDEMNIFICATION OBLIGATIONS UNDER SECTION 12 (PROVIDED THAT TOTAL AGGREGATE LIABILITY OF ONE PARTY TO THE OTHER IN CONNECTION WITH SUCH INDEMNIFICATION OBLIGATIONS WILL NOT EXCEED THREE TIMES (3X) THE TOTAL AMOUNTS PAID AND/OR PAYABLE TO BS&A UNDER THIS AGREEMENT IN THE TWELVE (12) MONTHS IMMEDIATELY PRECEDING THE CLAIM).

14. Subscription Period and Termination.

14.1 Subscription Period. The initial term of this Agreement begins on the Effective Date and, unless terminated earlier pursuant to this Agreement's express provisions, will continue in effect for the period identified in the Order (the "Initial Subscription Period"). This Agreement will automatically renew for additional successive terms equal to the length of the Initial Subscription Period unless earlier terminated pursuant to this Agreement's express provisions or either Party gives the other Party written notice of non-renewal at least thirty (30) days prior to the expiration of the then-current term (each a "Renewal Subscription Period" and together with the Initial Subscription Period, the "Subscription Period").

14.2 Termination. In addition to any other express termination right set forth in this Agreement:

(a) BS&A may terminate this Agreement, effective on written notice to Customer, if Customer: (i) fails to pay any amount when due hereunder, and such failure continues more than ten (10) calendar days after BS&A's delivery of written notice thereof; or (ii) breaches any of its obligations under Section 2.3 or Section 8;

(b) either Party may terminate this Agreement, effective on written notice to the other Party, if

the other Party materially breaches this Agreement, and such breach: (i) is incapable of cure; or (ii) being capable of cure, remains uncured thirty (30) calendar days after the non-breaching Party provides the breaching Party with written notice of such breach; or

(c) either Party may terminate this Agreement, effective immediately upon written notice to the other Party, if the other Party: (i) becomes insolvent or is generally unable to pay, or fails to pay, its debts as they become due; (ii) files or has filed against it, a petition for voluntary or involuntary bankruptcy or otherwise becomes subject, voluntarily or involuntarily, to any proceeding under any domestic or foreign bankruptcy or insolvency law; (iii) makes or seeks to make a general assignment for the benefit of its creditors; or (iv) applies for or has appointed a receiver, trustee, custodian, or similar agent appointed by order of any court of competent jurisdiction to take charge of or sell any material portion of its property or business.

14.3 Effect of Expiration or Termination. Upon expiration or earlier termination of this Agreement, Customer shall immediately discontinue use of the BS&A IP and, without limiting Customer's obligations under Section 8, Customer shall delete, destroy, or return all copies of the BS&A IP and certify in writing to the BS&A that the BS&A IP has been deleted or destroyed. No expiration or termination will affect Customer's obligation to pay all Fees that may have become due before such expiration or termination or entitle Customer to any refund.

14.4 Survival. This Section 14.4 and Sections 1, 5, 8, 10, 11, 12, 13, 14.3, and 15 survive any termination or expiration of this Agreement. No other provisions of this Agreement survive the expiration or earlier termination of this Agreement.

15. Miscellaneous.

15.1 Relationship of the Parties. BS&A performs its obligations hereunder as an independent contractor and not a partner, joint venture, or agent of Customer and shall not bind nor attempt to bind Customer to any contract without Customer's prior written approval on a case-by-case basis. BS&A is responsible for hiring, firing, and supervising its personnel is solely responsible hereunder for its personnel, including without limitation for: (a) payment of compensation to such personnel; (b) withholding (if applicable), paying, and reporting, for all personnel assigned to perform services (including Professional Services) in connection with this Agreement, applicable tax withholding, social security taxes, employment head taxes, unemployment insurance, and other taxes or charges applicable to such personnel; and (c) health or disability benefits, retirement benefits, or welfare, pension, or other benefits (if any) to which such personnel may be entitled. For purposes of clarity, BS&A's personnel will not be eligible to participate in any of Customer's employee benefit plans, fringe benefit programs, group insurance arrangements, or similar programs.

15.2 Entire Agreement. This Agreement, together with any other documents incorporated herein by reference, constitutes the sole and entire agreement of the Parties with respect to the subject matter of this Agreement and supersedes all prior and contemporaneous understandings, agreements, and representations and warranties, both written and oral, with respect to such subject matter. In the event of any inconsistency between the statements made in the body of this Agreement, the related Exhibits, and any other documents incorporated herein by reference, the following order of precedence governs: (i) first, this Agreement; and (ii) second, any other documents incorporated herein by reference.

15.3 Notices. All notices, requests, consents, claims, demands, waivers, and other communications hereunder (each, a "**Notice**") must be in writing and addressed to the Parties at the addresses set forth on the first page of this Agreement (or to such other address that may be designated by the Party giving Notice from time to time in accordance with this Section). All Notices must be delivered by personal delivery, nationally recognized overnight courier (with all fees pre-paid), facsimile or email (with confirmation of transmission) or certified or registered mail (in each case, return receipt requested, postage pre-paid). Except as otherwise provided in this Agreement, a Notice is effective only: (i) upon receipt by the receiving Party; and (ii) if the Party giving the Notice has complied with the requirements of this Section.

15.4 Force Majeure. In no event shall either Party be liable to the other Party, or be deemed to have breached this Agreement, for any failure or delay in performing its obligations under this Agreement (except for any obligations to make payments), if and to the extent such failure or delay is caused by any circumstances beyond such Party's reasonable control, including but not limited to acts of God, flood, fire, earthquake, explosion, war, terrorism, invasion, riot or other civil unrest, strikes, labor stoppages or slowdowns or other industrial disturbances, or passage of law or any action taken by a governmental or public authority, including imposing an embargo.

15.5 Amendment and Modification. No amendment or modification to this Agreement is effective unless it

is in writing and signed by an authorized representative of each Party.

15.6 Waiver. No failure or delay by either Party in exercising any right or remedy available to it in connection with this Agreement will constitute a waiver of such right or remedy. No waiver under this Agreement will be effective unless made in writing and signed by an authorized representative of the Party granting the waiver.

15.7 Severability. If any provision of this Agreement is invalid, illegal, or unenforceable in any jurisdiction, such invalidity, illegality, or unenforceability will not affect any other term or provision of this Agreement or invalidate or render unenforceable such term or provision in any other jurisdiction. Upon such determination that any term or other provision is invalid, illegal, or unenforceable, the Parties shall negotiate in good faith to modify this Agreement so as to effect their original intent as closely as possible in a mutually acceptable manner in order that the transactions contemplated hereby be consummated as originally contemplated to the greatest extent possible.

15.8 Governing Law; Submission to Jurisdiction. To the extent permissible under applicable laws, this Agreement is governed by and construed in accordance with the internal laws of the State of Florida without giving effect to any choice or conflict of law provision or rule that would require or permit the application of the laws of any jurisdiction other than those of the State of Florida. To the extent permissible under applicable laws, any legal suit, action, or proceeding arising out of or related to this Agreement must be instituted in the federal courts of the United States or the courts of the State of Florida in each case located in Alachua County, Florida and each Party irrevocably submits to the exclusive jurisdiction of such courts in any such suit, action, or proceeding.

15.9 Assignment. Neither Party may assign any of its rights or delegate any of its obligations hereunder (except in the case of either Party utilizing authorized subcontractors and consultants), in each case whether voluntarily, involuntarily, by operation of law or otherwise, without the prior written consent of the other Party. Any purported assignment or delegation in violation of this Section will be null and void. No assignment or delegation will relieve the assigning or delegating Party of any of its obligations hereunder. This Agreement is binding upon and inures to the benefit of the Parties and their respective permitted successors and assigns. Notwithstanding the foregoing, either Party may freely assign this Agreement to an affiliate or successor in interest in the event of a merger, acquisition, sale of all or substantially all of its assets, corporate reorganization, or other change in control, without the prior consent of the other Party.

15.10 Export Regulation. The Platforms utilize software and technology that may be subject to US export control laws, including the US Export Administration Act and its associated regulations. Customer shall not, directly or indirectly, export, re-export, or release the Platform or the underlying software or technology to, or make the Platform or the underlying software or technology accessible from, any jurisdiction or country to which export, re-export, or release is prohibited by law, rule, or regulation. Customer shall comply with all applicable federal laws, regulations, and rules, and complete all required undertakings (including obtaining any necessary export license or other governmental approval), prior to exporting, re-exporting, releasing, or otherwise making the Platform or the underlying software or technology available outside the US.

15.11 US Government Rights. Each of the Documentation and software components that constitute the Platform is a "commercial item" as that term is defined at 48 C.F.R. § 2.101, consisting of "commercial computer software" and "commercial computer software documentation" as such terms are used in 48 C.F.R. § 12.212. Accordingly, if Customer is an agency of the US Government or any contractor therefor, Customer only receives those rights with respect to the Documentation and the Platform as are granted to all other end users, in accordance with (a) 48 C.F.R. § 227.7201 through 48 C.F.R. § 227.7204, with respect to the Department of Defense and their contractors, or (b) 48 C.F.R. § 12.212, with respect to all other US Government users and their contractors.

15.12 Equitable Relief. Each Party acknowledges and agrees that a breach or threatened breach by such Party of any of its obligations under Section 8 or, in the case of Customer, Section 2.3, would cause the other Party irreparable harm for which monetary damages would not be an adequate remedy and agrees that, in the event of such breach or threatened breach, the other Party will be entitled to equitable relief, including a restraining order, an injunction, specific performance and any other relief that may be available from any court, without any requirement to post a bond or other security, or to prove actual damages or that monetary damages are not an adequate remedy. Such remedies are not exclusive and are in addition to all other remedies that may be available at law, in equity or otherwise.

EXHIBIT B**PRICING SHEET****(Based on quote 1898 dated 6/20/25)****Cost Summary**

Software is licensed for use only by municipality identified on the cover page. If used for additional entities or agencies, please contact BS&A for appropriate pricing. Prices subject to change if the actual count is significantly different than the estimated count. Module fees are charged annually and include unlimited support.

Upgrade Cloud Modules - Annual Fee

Financial Management		
GL-General Ledger		\$3,880.00
AP-Account Payable		\$3,175.00
PO-Purchase Order		\$3,100.00
CR-Cash Receipting		\$3,545.00
AR-Account Receivables		\$2,955.00
FA-Fixed Assets		\$2,880.00
IM-Inventory Management		\$3,025.00
	Total	\$22,560.00
Personnel Management		
PR-Payroll		\$5,260.00
HR-Human Resources		\$3,660.00
	Total	\$8,920.00
Community Development		
BD-Building Department		\$6,345.00
BL-Business License		\$3,025.00
	Total	\$9,370.00
BS&A Online		
CD-Building		\$2,665.00
	Total	\$2,665.00

Utility Billing

WO-Work Orders	\$3,175.00
UB-Utility Billing + electric	\$7,920.00
Total	\$11,095.00

Subtotal \$54,610.00

Project Management and Implementation Planning**Services include:**

- Analyzing customer processes to ensure all critical components are addressed.
- Creating and managing the project schedule in accordance with the customer's existing processes and needs.
- Planning and scheduling training around any planned process changes included in the project plan.
- Modifying the project schedule as needed to accommodate any changes to the scope and requirements of the project that are discovered.
- Providing a central contact between the customer's project leaders, developers, trainers, IT staff, conversion staff, and other resources required throughout the transition period.
- Installing the software and providing IT consultation for network, server, and workstation configuration and requirements.
- Reviewing and addressing the specifications for needed customizations to meet customer needs (when applicable).

Total \$32,100.00

Implementation and Training

- \$1,200/day
- Days quoted are estimates; you are billed for actual days used
- Training days quoted/billed in full day increments only

Services include:

- Setting up users and user security rights for each application
- Performing final process and procedure review
- Configuring custom settings in each application to fit the needs of the customer
- Setting up application integration and workflow methods
- Onsite verification of converted data for balancing and auditing purposes
- Training and Go-Live

Setup Days

ITS Setup - FM	Setup Days: 5	\$6,000.00
ITS Setup - HRIS	Setup Days: 2	\$2,400.00
ITS Setup - CD	Setup Days: 3	\$3,600.00
ITS Setup - UB	Setup Days: 3	\$3,600.00
Total Setup Days: 13		Subtotal: \$15,600.00

Training Days

ITS Training - FM	Training Days: 10	\$12,000.00
ITS Training - HRIS	Training Days: 11	\$13,200.00
ITS Training - CD	Training Days: 10	\$12,000.00
ITS Training - UB	Training Days: 7	\$8,400.00

Total Training Days: 38 Subtotal: **\$45,600.00**

Total Days: 51 Total: \$61,200.00

Cost Totals

Cloud New Purchase – Annual Fee	Subtotal	\$54,610.00
Project Management and Implementation Planning	Subtotal	\$32,100.00
Implementation and Training	Subtotal	\$61,200.00

Total Proposed \$147,910.00

Estimated Travel Expenses are not outlined in this proposal. The final invoice will reflect actual expenses following the completion of all training activities based on the Federal Guidelines described below.

\$160/\$185/\$225 per day hotel, varies by state
 \$90 per day car rental
 \$70 per day meals
 \$730 per trip airfare/related expenses
 \$0.70/mile round trip for drive distance

BS&A Online**Connection Requirements**

BS&A Cloud modules require a high-speed internet connection (cable modem or DSL).

Payment Schedule

- 1st Payment: **\$32,100** to be invoiced upon execution of this agreement.
 2nd Payment: **\$51,945** to be invoiced at activation of customer's site.
 3rd Payment: **\$61,200** to be invoiced upon completion of training.
 4th Payment: **\$2,665** to be invoiced upon next renewal of subscription-based BS&A Online features.

SOFTWARE LICENSE AND SERVICES AGREEMENT

This Software License and Services Agreement that includes attached Exhibits ("Agreement") is between Bellefeuil, Szur & Associates, Inc. ("BSA"), a Michigan corporation and the City of Alachua, Florida ("Customer"), effective the date of the signature of the last Party to sign the Agreement ("Effective Date"). Each party to the Agreement is referred to as a "Party" and the parties, collectively, are referred to as "Parties."

This Agreement sets the terms and conditions under which BSA will furnish certain licensed software and certain services described herein to Customer.

SECTION A – SOFTWARE LICENSE

1. License Grant.

- 1.1. Upon the Effective Date, subject to the terms of this Agreement and Customer's ongoing compliance therewith, BSA hereby grants to Customer a perpetual, non-exclusive, non-transferable, and non-assignable license to install and use the BSA Software Products for Customer's internal business purposes only (and not, for example, as a data center, reseller, or service bureau for third parties), only on servers owned by Customer and located at Customer's facilities, and otherwise in accordance with this Agreement. "BSA Software Product(s)" means, the: (i) BSA software products set forth in **Schedule 1 to Exhibit A**; (ii) related interfaces and customizations; (iii) BSA manuals, BSA official specifications, and BSA user guides provided in or with BSA software products set forth in **Schedule 1 to Exhibit A** ("Documentation"); and (iv) all modifications to the BSA software products set forth in **Schedule 1 to Exhibit A**, including, but not limited to, fixes, new versions, new releases, updates, upgrades, corrections, patches, work-arounds (collectively, "Modifications"). For the avoidance of doubt, Documentation does not include advertising, other general statements about products, or statements by sales or other staff members. Customer may make and keep (securely) one archival copy of each BSA Software Product solely for use as backup.
- 1.2. Customer will not sublicense, modify, adapt, translate, or otherwise transfer, reverse compile, disassemble or otherwise reverse engineer BSA Software Products or any portion thereof without prior written consent of the BSA. Without limiting the foregoing, the BSA Software Products may not be modified by anyone other than BSA. If Customer modifies the BSA Software Products without BSA's prior written consent, any BSA obligation to provide support services on, and the warranty for, the BSA Software Products will be void. All rights not expressly granted are reserved.

2. License Fees. Customer agrees to pay BSA, and BSA agrees to accept from Customer as payment in full for the license granted herein, the software fees set forth in **Schedule 1 to Exhibit A**.

3. Limited Software Warranty.

- 3.1. BSA warrants and represents for a period of one (1) year from the installation of BSA Software Product that: (i) such BSA Software Product will perform substantially in the same manner as official demonstration versions and in accordance with BSA's authorized online tutorials and videos that may have been made available as part of the sales and negotiation process leading up to this Agreement; and (ii) the BSA Software Product shall conform to the Documentation and be free of material defects in workmanship and materials. Any claim under this Limited Software Warranty must be made within one (1) year from the installation of the applicable BSA Software Product. Customer's exclusive remedy in the event of a breach of this warranty shall be to have BSA use reasonable efforts to repair or replace the non-conforming BSA Software Product so as to render it conforming to the warranty, or in the event that is not possible to render it conforming with reasonable efforts, to receive a refund of the amount paid for the BSA Software Product.
- 3.2. THE FOREGOING LIMITED SOFTWARE WARRANTY IS IN LIEU OF ALL OTHER REPRESENTATIONS OR WARRANTIES RELATING IN ANY WAY TO THE BSA SOFTWARE PRODUCTS, INCLUDING, *BUT NOT LIMITED TO*, THEIR FEATURES, ATTRIBUTES, FUNCTIONALITY, AND PERFORMANCE. THE FOREGOING LIMITED SOFTWARE WARRANTY IS IN LIEU OF ALL SUCH REPRESENTATIONS OR WARRANTIES WHETHER EXPRESS OR IMPLIED, INCLUDING, *BUT NOT LIMITED TO*, ANY IMPLIED WARRANTIES OR REPRESENTATIONS OF MERCHANTABILITY, MERCHANTABLE QUALITY AND FITNESS FOR A PARTICULAR PURPOSE AND THOSE ARISING BY STATUE OR OTHERWISE IN LAW OR FROM THE COURSE OF DEALING OR USAGE OF TRADE. BSA DOES NOT REPRESENT OR WARRANT THAT THE BSA SOFTWARE PRODUCTS WILL MEET ANY OR ALL OF CUSTOMER'S PARTICULAR REQUIREMENTS, THAT THE OPERATION OF THE BSA SOFTWARE PRODUCTS WILL OPERATE ERROR-FREE OR UNINTERRUPTED, OR THAT ALL PROGRAMMING ERRORS IN THE BSA SOFTWARE PRODUCT(S) CAN BE FOUND IN ORDER TO BE CORRECTED.

4. Ownership of BSA Software Products/Proprietary Information.

- 4.1.** BSA shall retain ownership of, including all intellectual property rights in and to, the BSA Software Products. Customer agrees not to challenge such rights and hereby assigns any and all copyrights and other intellectual property rights in and to the BSA Software Products to BSA and agrees to execute any and all documents necessary to effect the purposes of this paragraph. "Intellectual property rights" means all trademarks, copyrights, patents, trade secrets, moral rights, know-how, and all other proprietary rights.

SECTION B – PROFESSIONAL SERVICES

- 5. Professional Services.** BSA shall provide the services ("Professional Services") set forth in **Schedule 2 to Exhibit A and Exhibit D** (Statement of Work), for the prices indicated, provided Customer fulfills its obligations set forth in this Agreement. The Parties may enter into future Statements of Work, which shall become part of this Agreement.
- 6. Change Orders.** If Customer requires the performance of professional services not covered by the existing Agreement, or requires a change to the existing Professional Services, Customer shall deliver to BSA's Project Manager a written change order and specify in such change order the proposed work with sufficient detail to enable BSA to evaluate it ("Change Order"). BSA may, at its discretion, prescribe the format of the Change Order. BSA shall provide the Customer with an evaluation of the Change Order, which may include a written proposal containing the following: (i) implementation plans; (ii) the timeframe for performance; and (iii) the estimated price for such performance. Upon execution, all Change Orders shall be governed by the terms and conditions of this Agreement, unless mutually agreed upon otherwise in writing. Customer acknowledges that such Change Orders may affect the implementation schedule and Go-Live Dates.
- 7. License and Ownership.**
- 7.1.** All rights, including all intellectual property rights, in and to work product delivered as a result of Professional Services under this Agreement shall be owned by BSA. For the avoidance of doubt, work product that constitutes a BSA Software Product or portion thereof shall be governed by Section A including Section 1.1 thereof.
- 7.2.** Subject to Section 7.1 and Customer's compliance with this Agreement (including payment in full), BSA grants to Customer a perpetual, non-exclusive, non-transferable, and non-assignable license to use the work product and the intellectual property rights therein for Customer's internal business purposes only.
- 8. Cancellation.** In the event Customer cancels or reschedules Professional Services, and without prejudice to BSA's other rights and remedies, Customer is liable to BSA for: (i) all expenses incurred by BSA on Customer's behalf; and (ii) daily fees associated with the canceled Professional Services (in accordance with the daily fee rate), if less than one-month's advance notice is given regarding the need to cancel or reschedule and BSA cannot reasonably reassign its affected human resources to other projects where comparable skills are required.
- 9. Limited Professional Services Warranty.**
- 9.1.** BSA warrants that its Professional Services will be performed in a professional and workmanlike manner, materially in accordance with the Statement of Work attached as Exhibit D. In the event of a breach of the foregoing warranty and a claim in accordance with the next sentence, BSA's sole obligation and Customer's exclusive remedy with respect to such claim will be to have BSA re-perform the portion of the Professional Services with respect to which the warranty has been breached, to bring it into compliance with such warranty. Any claim for breach of the foregoing warranty must be made by notice to BSA within thirty (30) days of performance of the portion of the Professional Services with respect to which the claim is made, or said claim shall be deemed waived.
- 9.2.** THE FOREGOING LIMITED PROFESSIONAL SERVICES WARRANTY IS IN LIEU OF ALL OTHER REPRESENTATIONS OR WARRANTIES RELATING TO THE PROFESSIONAL SERVICES, EXPRESS OR IMPLIED INCLUDING, BUT NOT LIMITED TO, ANY IMPLIED WARRANTIES OR REPRESENTATIONS OF MERCHANTABILITY, MERCHANTABLE QUALITY AND FITNESS FOR A PARTICULAR PURPOSE, AND THOSE ARISING BY STATUTE OR OTHERWISE IN LAW, OR FROM THE COURSE OF DEALING OR USAGE OF TRADE.

SECTION C – MAINTENANCE AND SUPPORT

10. Maintenance and Support Generally.

- 10.1.** For a one-year period, commencing on October 1, 2016, and subject to Customer's compliance with the Agreement, BSA will provide, at no charge to Customer, "Maintenance and Support," meaning the following: (i) Modifications (such as patches, corrections, and updates) as are generally provided as part of Annual Maintenance and Support by BSA to BSA customers; and (ii) technical support, as further described in Section 11, during BSA's normal business hours.
- 10.2.** Commencing October 1, 2017, Maintenance and Support will be provided on an annual basis, subject to compliance with the terms of the Agreement and payment of the annual Maintenance and Support fees outlined in **Exhibit B**.

Maintenance and Support will be renewed annually unless either Party notifies the other at least sixty (60) days prior to the anniversary of installation of its intent to terminate.

- 10.3.** BSA guarantees that the Maintenance and Support annual fee set forth in **Exhibit B** will not change for two (2) years from the date of the installation of the BSA Software Products. After that date, BSA reserves the right each year to increase the fee over the previous year by no more than an amount that is proportionate to the increase (measured from the beginning of such previous year) in the Consumer Price Index as set forth by the U.S. Department of Labor, Bureau of Labor Statistics, Consumer Price Index – All Urban Consumers – U.S. City Average (the “Annual Renewal Fee”).

11. Support.

- 11.1.** With respect to Errors following expiration of the Limited Software Warranty, BSA's sole obligation and Customer's sole remedy are set forth in this section 11. Subject to Customer's compliance with the terms of the Agreement and purchase of Maintenance and Support, BSA shall use commercially reasonable efforts, commensurate with the severity level, to achieve its support response and resolution targets with respect to Errors as set forth in **Exhibit C**. An “Error” means a verifiable and reproducible failure of a BSA Software Product to operate in accordance with the Documentation) under conditions of normal use and where the Error is directly attributable to the BSA Software Product as updated with current Modifications. If the customer modifies the BSA Software Products without BSA's written consent, BSA's obligation to provide support services on the BSA Software Products will be void.
- 11.2.** Support does not include the following: (i) installation or implementation of the BSA Software Products; (ii) onsite training/support, remote training, application design, and other consulting services; (iii) support of an operating system, hardware, or support outside of BSA's normal business hours; (iv) support or support time due to a cause external to the BSA Software Products adversely affecting their operability or serviceability, which shall include but not be limited to water, fire, wind, lightning, other natural calamities, transportation, misuse, abuse, or neglect; (v) repair of the BSA Software Products modified in any way other than modifications made by BSA or its agents; (vi) support of any other third-party vendors' software, such as operating system software, network software, database managers, word processors, etc.; and (vii) support of the BSA Software Products that have not incorporated current Modifications. All such excluded Maintenance and Support Services performed by BSA at Customer's request shall be invoiced to Customer on a time and materials basis, plus reasonable expenses associated therewith.
- 11.3.** Notwithstanding anything to the contrary, in order to maintain the integrity and proper operation of the Software, Customer agrees to use commercially reasonable efforts to implement, in the manner instructed by BSA, all Modifications in a timely manner. Customer's failure to implement any Modifications may limit or restrict the ability of Customer to implement future Modifications. Customer shall provide prompt notice of any Errors discovered by Customer, or otherwise brought to the attention of Customer. Proper notice may include, without limitation, prompt telephonic and written (either via e-mail or postal mail) notice to BSA of any purported Error. If requested by BSA, Customer agrees to provide written documentation of Errors to substantiate those Errors and to otherwise assist BSA in the detection and correction of said Errors. BSA will use its commercial reasonable judgment to determine if an Error exists.
- 11.4.** Customer acknowledges and agrees that BSA and product vendors may require online access to the BSA's system in order for BSA to provide Maintenance and Support Services hereunder. Accordingly, Customers shall provide a connection to the Internet to facilitate BSA's remote access to BSA's system. BSA shall provide remote connection software, which may require installation of a software component on a workstation or server computer.

SECTION D – GENERAL TERMS AND CONDITIONS

- 12. Customer Assistance.** Customer acknowledges that the implementation of the BSA Software Products is a cooperative process requiring time and resources of Customer personnel. Customer shall, and shall cause Customer personnel to, use all reasonable efforts to cooperate with and assist BSA as may be reasonably required to meet the project deadlines and other milestones agreed to by the Parties for implementation. BSA shall not be liable for failure to meet such deadlines and milestones when such failure is due to force majeure (as defined in Paragraph 1. above) or to the failure by Customer personnel to provide such cooperation and assistance (either through action or omission).
- 13. BSA Proprietary Information.**
- 13.1.** Customer acknowledges that the information associated with or contained in the BSA Software Products and information used in the performance of Professional Services include trade secrets and other confidential and proprietary information of BSA (the “Proprietary Information”).
- 13.2.** The Customer shall maintain in confidence and not disclose Proprietary Information, directly or indirectly, to any third party without BSA's prior written consent. Customer shall safeguard the Proprietary Information to the same extent that it safeguards its own most confidential materials or data, but in no event shall the standard implemented be less than industry standard. Proprietary Information shall be used by Customer solely to fulfill its obligations under this

Agreement. Customer shall limit its dissemination of such Proprietary Information to employees within the Customer's business organization who are directly involved with the performance of this Agreement and have a need to use such Proprietary Information. Customer shall be responsible for all disclosures by any person receiving Proprietary Information, by or through it, as if Customer itself disseminated such information.

- 13.3.** Proprietary Information shall not include any information that: (a) is or becomes publicly known through no wrongful act or breach of any obligation of confidentiality by Customer; (b) was lawfully known to Customer prior to the time it was disclosed to or learned by Customer in connection with this Agreement, provided that such information is not known to Customer solely because of its prior business relationship with BSA; (c) was received by Customer from a third party that is not under an obligation of confidentiality to BSA; or (d) is independently developed by Customer for a party other than BSA without the use of any Proprietary Information. The following circumstances shall not cause Proprietary Information to fall within any of exceptions (a) through (d) above: (i) a portion of such Proprietary Information is embraced by more general information said to be in the public domain or previously known to, or subsequently disclosed to, the Customer; or (ii) it is a combination derivable from separate sources of public information, none of which discloses the combination itself.

- 13.4.** If Customer is required, or anticipates that it will be required, to disclose any Confidential Information pursuant to a court order or to a government authority, Customer shall, at its earliest opportunity, provide written notice to BSA so as to give BSA a reasonable opportunity to secure a protective order or take other actions as appropriate. Customer shall at all times, cooperate with BSA so as to minimize any disclosure to the extent allowed by applicable law.

- 14. Limitation on Liability and Damages.** BSA'S ENTIRE LIABILITY AND RESPONSIBILITY FOR ANY AND ALL CLAIMS, DAMAGES, OR LOSSES ARISING FROM THE BSA SOFTWARE PRODUCTS (INCLUDING BUT NOT LIMITED TO THEIR USE, OPERATION, AND/OR FAILURE TO OPERATE), PROFESSIONAL SERVICES, MAINTENANCE AND SUPPORT, ANY THIRD-PARTY PERFORMANCE OR LACK THEREOF, OR OTHERWISE ARISING OUT OF OR RELATING TO THIS AGREEMENT, SHALL BE ABSOLUTELY LIMITED TO DIRECT DAMAGES NOT IN EXCESS OF THE PURCHASE PRICE OF BSA SOFTWARE PRODUCTS PLUS, TO THE EXTENT APPLICABLE, THE PURCHASE PRICE OF ANY PROFESSIONAL SERVICE SET FORTH IN THIS AGREEMENT THAT GIVES RISE TO THE CLAIM. NOTWITHSTANDING ANY PROVISION CONTAINED HEREIN, BSA SHALL NOT BE LIABLE FOR ANY INDIRECT, CONSEQUENTIAL, SPECIAL, INCIDENTAL, OR CONTINGENT DAMAGES OR EXPENSES, WHETHER IN CONTRACT, TORT (INCLUDING NEGLIGENCE) OR OTHERWISE, ARISING IN ANY WAY OUT OF THIS AGREEMENT, BSA SOFTWARE PRODUCTS, ANY THIRD-PARTY PERFORMANCE, OR LACK THEREOF, OR BSA'S PERFORMANCE, OR LACK THEREOF, UNDER THIS AGREEMENT, INCLUDING, WITHOUT LIMITING THE GENERALITY OF THE FOREGOING, LOSS OF REVENUE, PROFIT, OR USE. TO THE EXTENT THAT APPLICABLE LAW DOES NOT PERMIT THE LIMITATIONS SET FORTH HEREIN, THE LIABILITY AND DAMAGES SHALL BE LIMITED AND RESTRICTED TO THE EXTENT PERMITTED BY LAW.

- 15.** Customer is solely responsible for its data, its database, and for maintaining suitable back-ups of the data and database to prevent data loss in the event of any hardware or software malfunction. Customer covenants and agrees to undertake all necessary measures to protect and secure its data, including implementation of technical, administrative and physical protections. BSA SHALL HAVE NO RESPONSIBILITY OR LIABILITY FOR DATA LOSS REGARDLESS OF THE REASONS FOR SAID LOSS.

- 16. Additional Disclaimer.** SUPPLIER PROVIDES NO WARRANTY FOR ANY THIRD-PARTY SOFTWARE AND/OR HARDWARE. EXCEPT AS SET FORTH IN THIS AGREEMENT, SUPPLIER WILL NOT BE RESPONSIBLE FOR ANY THIRD-PARTY SOFTWARE, THIRD-PARTY SERVICES AND/OR HARDWARE.

- 17. Indemnification for Intellectual Property Infringement.** If a claim is made or an action is brought alleging that a BSA Software Product infringes on a U.S. patent, or any copyright, trademark, trade secret or other proprietary right, BSA will defend Customer against such claim and will pay resulting costs and damages finally awarded, provided that: (a) Customer promptly notifies BSA in writing of the claim; (b) BSA has sole control of the defense and all related settlement negotiations; (c) Customer reasonably cooperates in such defense at no expense to BSA; and (d) Customer remains in compliance with the Agreement and has continued to purchase Maintenance and Support Services. The obligations of BSA under this Section are conditioned on Customer's agreement that if the applicable BSA Software Product, in whole or in part, or the use or operation thereof, becomes, or in the opinion of BSA is likely to become, the subject of such a claim, BSA may at its expense either procure the right for Customer to continue using the BSA Software Product or, at the option of BSA, replace or modify the same so that it becomes non-infringing (provided such replacement or modification maintains the same material functionality and does not adversely affect Customer's use of the Update as contemplated hereunder).

- 18. No Intended Third-Party Beneficiaries.** This Agreement is entered into solely for the benefit of BSA and Customer. No third party will be deemed a beneficiary of this Agreement, and no third party will have the right to make any claim or assert any right under this Agreement.

- 19. Termination.** Without prejudice to other rights and remedies, and except as otherwise provided in this Agreement, either Party may terminate this Agreement for the other Party's material breach upon failure to cure such breach after thirty (30) days' written notice identifying with specificity the nature of the breach. Upon termination of this Agreement: (a) Customer shall promptly pay all amounts payable to BSA for Services rendered up to the date of termination; and (b) Customer shall

return or destroy, at the direction of the BSA, BSA's Proprietary Information in its possession. The termination of this Agreement will not discharge or otherwise affect any pre-termination obligations of either Party existing under this Agreement at the time of termination. Sections 1.2, 4.1, 7.1, 13 through 16, 18, 20 through 29, and the provisions of this Agreement, which by their nature extend beyond the termination of this Agreement, will survive termination of the Agreement. No action arising out of this Agreement, regardless of the form of action, may be brought by Customer more than one (1) year after the date the action occurred.

20. **Payment Terms.** Customer shall pay BSA for all amounts in accordance with this Agreement and **Exhibit A**.
21. **Governing Law and Venue.** This Agreement shall be governed by, and construed in accordance with, the laws of the state of Michigan, without regard to its choice of law rules. BSA and the Customer agree that the exclusive venue for any legal or equitable action shall be the Courts of the County of Alachua, State of Florida.
22. **Entire Agreement.** This Agreement represents the entire agreement of Customer and BSA with respect to the subject matter hereof, and supersedes any prior agreements, understandings, and representations, whether written, oral, expressed or implied. Customer hereby acknowledges that in entering into this Agreement, it did not rely on any information not explicitly set forth in this Agreement.
23. **Export.** Customer will comply with all applicable laws, including applicable export control laws that prohibit export or diversion of certain products and technology to certain countries or individuals, including foreign nationals in the United States. Customer undertakes to determine any export licensing requirements and to comply with such obligations. The BSA Software Products are deemed to be commercial computer software as defined in FAR 12.212 and subject to restricted rights as defined in FAR Section 52.227-19 "Commercial Computer Software-Restricted Rights" and DFARS 227.7202, "Rights in Commercial Computer Software or Commercial Computer Software Documentation", as applicable, and any successor regulations. Any use, modification, reproduction release, performance, display, or disclosure of BSA's Software Products by the U.S. Government shall be solely in accordance with the terms of this Agreement.
24. **Severability.** If any term or provision of this Agreement, or the application thereof, to any extent, be held invalid or unenforceable, the remainder of this Agreement or the application of such term or provision to persons or circumstances, other than those as to which it is held invalid or unenforceable, will not be affected thereby, and each term and provision of this Agreement will be valid and enforced to the fullest extent permitted by law.
25. **Successors and Assigns.** This Agreement shall be binding upon the successors, permitted assigns, representatives, and heirs of the Parties hereto. For avoidance of doubt, any expanded use by Customer of the Program, for example, in the event of desired shared services, shall require the consent of BSA.
26. **Force Majeure.** "Force Majeure" is defined as an event beyond the reasonable control of a Party, including governmental action, war, riot or civil commotion, fire, natural disaster, problematic weather, lack of availability of Customer provided technology, labor disputes, restraints affecting shipping or credit, delay of carriers or any other cause that could not, with reasonable diligence, be foreseen, controlled or prevented by the Party. Neither Party shall be liable for delays in performing its obligations under this Agreement to the extent that the delay is caused by Force Majeure.
27. **Notice.** All notices, requests, demands, and determinations under the Agreement (other than routine operational communications), shall be in writing and shall be deemed duly given: (i) when delivered by hand; (ii) one (1) business day after being given to a nationally recognized overnight delivery service for next-business-day delivery, all fees prepaid; (iii) when sent by confirmed facsimile with a copy sent by another means specified in this provision; or (iv) six (6) calendar days after the day of mailing, when mailed by United States mail, *via* registered or certified mail, return receipt requested, postage prepaid, and in each case addressed as shall be set forth below. A Party may from time-to-time change its address or designee for notification purposes by giving the other prior written notice of the new address or designee and the date upon which it will become effective.

If to BSA:

BSA Software
14965 Abbey Lane
Bath, MI 48808
Attn: Contracts Manager
Telephone: 517-641-8900

If to Customer:
Traci Gresham, City Manager
City of Alachua

PO Box 9
Alachua, FL 32615
Telephone No.: 386-418-6100
Email: tr_gresham@cityofalachua.org

- 28. Independent Contractor.** This is not an agreement of partnership or employment of BSA or any of BSA's employees by Customer. BSA is an independent contractor for all purposes under this Agreement.
- 29.** The text of the Agreement without any Exhibits and Schedules shall control over any inconsistent text in any of the Exhibits or Schedules.
- 30. Contract Documents and Order of Precedence.** The text of the Agreement without any Exhibits and Schedules shall control over any inconsistent text in any of the Exhibits or Schedules. This Agreement includes the following Exhibits and Schedules:
- Exhibit A – Payment Terms Generally
 - Schedule 1 to Exhibit A - License/Interface/Customization Fees
 - Schedule 2 to Exhibit A – Professional Services Fees
 - Exhibit B – Maintenance and Support Fees
 - Exhibit C – Support Call Process
 - Exhibit D – Statement of Work

IN WITNESS THEREOF, the Parties hereto have executed this Agreement as of the dates set forth below.

BSA SOFTWARE, INC.

By: Steve Rennell

Name: Steve Rennell

Title: Account Executive

Date: January 19, 2016

City of Alachua

By: Traci Gresham

Name: Traci Gresham

Title: City Manager

Date: 1/20/16

EXHIBIT A

Payment Terms

1. Customer shall pay BSA within thirty (30) days of invoice. Payments not received within fifteen (15) days of the due date shall be subject to a one and one-half percent (1.5%) per month interest charge (or, if lower, the highest amount chargeable at law) assessed against the unpaid balance from the date due until the date payment is received
2. Any amount not subject to good faith dispute and not paid within thirty (30) days of the date of each invoice shall, without prejudice to other rights and remedies, be subject to an interest charge equal to the lesser of 1.5% monthly or the maximum interest charge permissible under applicable law, payable on demand. Any charges not disputed by Customer in good faith will be deemed approved and accepted by Customer. For purposes of this Agreement, a good faith dispute regarding amounts owed exists only if Customer provides in writing at least ten (10) days prior to due date of payment on the invoice, notification of such dispute, the specific portion of the invoice in dispute, and the specific grounds of the dispute (which must be asserted in good faith), and Customer pays in timely fashion such portions that are not subject to such dispute.
3. BSA shall invoice Customer \$59,690 upon Effective Date for BSA's Project Management/Implementation Planning Fees and Data Conversion fees as set forth in Schedule 2.
4. BSA shall invoice Customer \$77,835 at start of On-Site Implementation and Training. Such amount equals BSA's software license fees as set forth in Schedule 1.
5. BSA shall invoice Customer \$90,855 at completion of On-Site Implementation and Training. Such amount equals On-Site Implementation and Training costs, Customization and Interface costs, and travel expenses, as set forth in Schedule 2.

Schedule 1 to Exhibit A

License/Interface/Customization Fees

License fees:

General Ledger	\$5,875
Accounts Payable	\$4,980
Cash Receipting	\$4,980
Miscellaneous Receivables	\$4,980
Fixed Assets	\$4,980
Payroll	\$6,450
Human Resources	\$5,875
Purchase Order	\$4,980
Inventory Management	\$4,980
Work Order	\$4,980
Utility Billing	\$14,370
Building Department	\$6,290
Business License	\$4,115
AccessMyGov/Internet Services	\$0
AccessMyGov/Building Department	\$0
Subtotal	\$77,835

Customization Fees:

Custom Property File Import	\$1,500
License & Customization Total	\$79,335

Schedule 2 to Exhibit A

Professional Services Fees

Conversion Services

Data Conversion	\$35,190
Project Management & Implementation	\$24,500
Total	\$59,690

Training Services

Training	\$58,000
Travel Expenses	\$31,355
Total	\$89,355

Conversion & Training Total	\$149,045
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EXHIBIT B

Maintenance and Support Fees

General Ledger	\$1,180
Accounts Payable	\$1,000
Cash Receipting	\$1,000
Miscellaneous Receivables	\$1,000
Fixed Assets	\$1,000
Payroll	\$1,290
Human Resources	\$1,180
Inventory Management	\$1,000
Work Order	\$1,000
Utility Billing	\$2,875
Building Department	\$1,260
Business License	\$820
AccessMyGov/Internet Services	\$1,500
AccessMyGov/Building Department	\$1,410
Grand Total	\$18,515

Note: Maintenance and support fees are provided at no cost in year one as identified in section 10.1. Above maintenance fees will be invoiced after October 1, 2017.

EXHIBIT C

Support Call Process

BSA's standard hours for telephone support are from 8:30 a.m. to 5:00 p.m. (EST), Monday through Friday.

You can lodge a support request in three ways: (i) **Contact Customer Support** option located within the Help menu of all of our applications (ii) our toll-free support line (1-855-BSA-SOFT) or via email.

BSA targets less than thirty (30) minutes for initial response ("Initial Response Target").

Customer service requests fall into four main categories:

- A. Technical.** Questions or usage issues relating to I.T. functionality, future hardware purchases, and configuration. BSA tries to resolve these issues within BSA's Initial Response Target or as soon thereafter as reasonably possible.
- B. Questions/Support.** General questions regarding functionality, use, and set-up of the applications. BSA tries to resolve these issues within BSA's Initial Response Target or as soon thereafter as reasonably possible.
- C. Requests.** Customer requests for future enhancements to the applications. Key product management personnel meet with development staff on a regular basis to discuss the desirability and priority of such requests. BSA tries to resolve these issues within BSA's Initial Response Target or as soon thereafter as reasonably possible.
- D. Issues/Bugs.** Errors fall into three (3) subcategories:
 - i. Critical.** Cases where an Error has rendered the application or a material component unusable or not usable without substantial inconvenience causing material and detrimental consequences to business -- with no viable Customer workaround or alternative. The targeted resolution time for critical issues is less than one (1) day.
 - ii. Moderate.** Cases where an Error causes inconvenience and added burden, but the application is still usable by Customer. The targeted resolution time for all moderate issues is within two (2) weeks, which is within our standard update cycle.
 - iii. Minimal.** Cases that are mostly cosmetic in nature, and do not impede functionality in any significant way. These issues are assigned a priority level at our regular meetings, and resolution times are based on the specified priority.

Remote Support Process

Some support calls may require further analysis of Customer's database or set-up to diagnose a problem or to assist Customer with a question. BSA's remote support tools share Customer's desktop *via* the Internet to provide Customer with virtual on-site support. BSA's support team is able to quickly connect remotely to Customer's desktop and view its setup, diagnose problems, or assist Customer with screen navigation.

EXHIBIT D

Sample Statement of Work

Statement of Work

Statement of Work

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1. Contact List

This section provides the list of key contacts for both BS&A Software and **Customer**:

BS&A Contacts

<i>Name</i>	<i>Email</i>	<i>Phone</i>
Steve Rennell – Account Executive TBD - Financial Management Product Manager	srennell@bsasoftware.com	(517) 641-8900 (517) 641-8900

Customer Contacts

<i>Name</i>	<i>Email</i>	<i>Phone</i>
Rob Bonetti Finance Director Donna Smith - Purchasing	rbonetti@cityofalachua.org do_smith@cityofalachua.org	386-418-6100 386-418-6100

2. Key Data from Proposal

Cost Summary

Application and Annual Service Fee prices based on an approximate population of 9,300; utility billing count of 4,789. Software is licensed for use only by municipality identified on the cover page. If used for additional entities or agencies, please contact BS&A for appropriate pricing.

Prices subject to change if the actual count is significantly different than the estimated count.

Applications, New Purchase

General Ledger .NET	\$5,875
Accounts Payable .NET	\$4,980
Cash Receipting .NET	\$4,980
Miscellaneous Receivables .NET	\$4,980
Fixed Assets .NET	\$4,980
Payroll .NET	\$6,450
Human Resources .NET	\$5,875
Purchase Order .NET	\$4,980
Inventory Management .NET	\$4,980
Work Order .NET	\$4,980
Utility Billing .NET	\$14,370
Building Department .NET	\$6,290
Business License .NET	\$4,115
AccessMyGov/Internet Services (1 st year free; annual service fee thereafter)	\$0
AccessMyGov/Building Department (1 st year free; annual service fee thereafter)	\$0
Subtotal	\$77,835

Data Conversions

Convert existing ADG data to BS&A format:

General Ledger (COA, balances, budget, 10 years transaction history)	\$2,720
Accounts Payable (vendor information, invoices, checks, 10 years transaction history)	\$2,305
Inventory Management (inventory items and quantities)	\$2,305
Purchase Orders (closed purchase orders)	\$2,305
Utility Billing (accounts, services, deposits, rates, meters, services, billing and payment history)	\$12,630

Convert existing EnerGov data to BS&A format:

Building Department (per database)	\$4,945
Database Setup:	
Payroll (Manual Entry or Import of Employee Master File/Setup/YTD as of a Specified Date)	\$4,480
Human Resources (Position/status history, Positions, License types)	\$1,000
Fixed Assets (Setup of Assets, Entry of Value, Accumulated Depreciation)	\$1,000
Business Licensing (set-up of existing records held)	\$1,500
Subtotal	\$35,190

No conversion to be performed for:

Open Purchase Order – Open purchase orders will be manually entered as part of training
Miscellaneous Receivables
Work Order
Cash Receipting

Custom Import

Custom import from third-party software to populate Building Department database with parcels, properties, and current owners. **\$1,500**

Project Management and Implementation Planning

Services include:

- *Analyzing customer processes to ensure all critical components are addressed.*
- *Creating and managing the project schedule in accordance with the customer's existing processes and needs.*
- *Planning and scheduling training around any planned process changes included in the project plan.*
- *Modifying the project schedule as needed to accommodate any changes to the scope and requirements of the project that are discovered.*
- *Providing a central contact between the customer's project leaders, developers, trainers, IT staff, conversion staff, and other resources required throughout the transition period.*
- *Installing the software and providing IT consultation for network, server, and workstation configuration and requirements.*
- *Reviewing and addressing the specifications for needed customizations to meet customer needs (when applicable).*

\$24,500

Implementation and Training

- \$1,000/day; days quoted are estimates; you are billed for actual days used

Services include:

- Setting up users and user security rights for each application
- Performing final process and procedure review
- Configuring custom settings in each application to fit the needs of the customer
- Setting up application integration and workflow methods
- Onsite verification of converted data for balancing and auditing purposes
- Training and Go-Live

Software Setup	Days: 4	\$4,000
General Ledger .NET	Days: 2	\$2,000
Accounts Payable .NET	Days: 2	\$2,000
Cash Receipting .NET	Days: 2	\$2,000
Miscellaneous Receivables .NET	Days: 1	\$1,000
Fixed Assets .NET	Days: 1	\$1,000
Payroll .NET	Days: 8	\$8,000
Human Resources .NET	Days: 2	\$2,000
Purchase Order .NET	Days: 3	\$3,000
Inventory Management .NET	Days: 3	\$3,000
Work Order .NET	Days: 2	\$2,000
Utility Billing .NET	Days: 16	\$16,000
Building Department .NET	Days: 8	\$8,000
Business License .NET	Days: 2	\$2,000
AccessMyGov/Building Department	Days: 2	\$2,000
	Total: 58	Subtotal \$58,000

Cost Totals

Not including Annual Service Fees

Applications	\$77,835
Data Conversions	\$35,190
Custom Import	\$1,500
Project Management and Implementation Planning	\$24,500
Implementation and Training	\$58,000

Total Proposed	\$197,025
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Travel Expenses	\$31,355
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Grand Total (with Travel Expenses)	\$228,380
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Payment Schedule

- 1st Payment: **\$59,690** to be invoiced upon execution of this agreement.
- 2nd Payment: **\$77,835** to be invoiced at start of training, estimated 6 to 9 months after signing.
- 3rd Payment: **\$90,855** to be invoiced upon completion of training estimated, 9 to 12 months after signing.

Annual Service Fees, New Purchases

Unlimited service and support during your first year with the program are included in your purchase price. Thereafter, Service Fees are billed annually. BS&A Software reserves the right to increase the Annual Service Fee by no more than the yearly Consumers Price Index (CPI).

General Ledger .NET	\$1,180
Accounts Payable .NET	\$1,000
Cash Receipting .NET	\$1,000
Miscellaneous Receivables .NET	\$1,000
Fixed Assets .NET	\$1,000
Payroll .NET	\$1,290
Human Resources .NET	\$1,180
Purchase Order .NET	\$1,000
Inventory Management .NET	\$1,000
Work Order .NET	\$1,000
Utility Billing .NET	\$2,875
Building Department .NET	\$1,260
Business License .NET	\$820
AccessMyGov/Internet Services	\$1,500
AccessMyGov/Building Department	\$1,410
Total Annual Service, New Purchases	\$18,515

3. Activities and Deliverables

This section describes specific activities and deliverables that will be provided by BS&A Software to fulfill the obligations set out in the proposal. Each subsection includes the detailed requirements for: Data Conversion, Process Definition, and Cutover.

3.1 GL/Budgeting

Establish BS&A Databases

1. Extract preliminary data with corroborating reports
2. Confirm fiscal year end and desired GL format
3. Preliminary conversion development – Chart of Accounts, Budget & Balances, Transaction History
4. Preliminary conversion QC and documentation
5. Preliminary conversion data review
6. Extract final data with corroborating reports
7. Convert final data
8. QC final BS&A database and documentation
9. Build GL banks and assign GL cash accounts
10. Set up due to/due from rules
11. Verify final BS&A database at cutover

Establish BS&A Process

1. Review current GL process
 - a. Chart of Accounts analysis
 - b. Budget process and timing
 - c. Bank reconciliation process and timing
 - d. Pooled cash environments
 - e. Funds with differing FYEs
 - f. Project accounting
 - g. Grant accounting
2. Review BS&A application functionality
3. Define BS&A process and training requirements
4. Establish Online Financial Services processes and training requirements
5. Document BS&A process
6. Verify final BS&A process at cutover

3.2 Accounts Payable

Establish BS&A Databases

1. Extract preliminary data with corroborating reports
2. Confirm fiscal year end and desired GL format
3. Preliminary conversion development – Vendors, Transaction History
4. Preliminary conversion QC and documentation
5. Preliminary conversion data review
6. Extract final data with corroborating reports
7. Convert final data
 - a. If no conversion, import vendors list
8. QC final BS&A database and documentation
 - a. Verify 1099 vendors are marked
9. Verify final BS&A database at cutover

Establish BS&A Process

1. Review current AP process
 - a. Invoice entry process and timing
 - b. Approval process

- c. Check run process and timing
2. Review BS&A application functionality
3. Define BS&A process and training requirements
4. Establish Online Financial Services processes and training requirements
5. Document BS&A process
6. Verify final BS&A process at cutover

3.3 Cash Receipting

Establish BS&A Databases

1. No Conversion
2. Set-up Receipt Items and Tender Types

Establish BS&A Process

1. Review current CR process
 - a. Number of receipting stations
 - b. Confirm receipting hardware requirements
 - c. Any required application interfaces
2. Review BS&A application functionality
3. Define BS&A process and training requirements
4. Document BS&A process
5. Verify final BS&A process at cutover

3.4 Payroll

Establish BS&A Databases

1. Extract preliminary data with corroborating reports
2. Preliminary conversion development – Employees, Paycodes, Expenses & Deductions
3. Preliminary conversion QC and documentation
4. Preliminary conversion data review
5. Extract final data with corroborating reports
6. Convert final data
7. QC final BS&A database and documentation
8. Verify final BS&A database at cutover

Establish BS&A Process

1. Review current Payroll process
2. Review BS&A application functionality
3. Define BS&A process and training requirements
4. Document BS&A process
5. Verify final BS&A process at cutover
6. Run Parallel Payroll Cycle

3.5 Human Resources

Establish BS&A Databases

1. Extract preliminary data with corroborating reports
2. Preliminary conversion development – Position/Status History, Positions, License Types
3. Preliminary conversion QC and documentation
4. Preliminary conversion data review
5. Extract final data with corroborating reports
6. Convert final data

7. QC final BS&A database and documentation
8. Verify final BS&A database at cutover

Establish BS&A Process

1. Review current Human Resources process
2. Review BS&A application functionality
3. Define BS&A process and training requirements
4. Document BS&A process
5. Verify final BS&A process at cutover

3.6 Miscellaneous Receivables

Establish BS&A Databases

1. No Conversion
2. Set-up Billing Items

Establish BS&A Process

1. Review current Miscellaneous Invoicing process
2. Review BS&A application functionality
3. Define BS&A process and training requirements
4. Document BS&A process
5. Verify final BS&A process at cutover

3.7 Fixed Assets

Establish BS&A Databases

1. Extract Asset Data
2. Convert final data
3. Verify final BS&A database at cutover

Establish BS&A Process

1. Review current Fixed Assets process
2. Review BS&A application functionality
3. Define BS&A process and training requirements
4. Document BS&A process
5. Verify final BS&A process at cutover

3.8 Utility Billing

Establish BS&A Databases

1. Extract preliminary data with corroborating reports
2. Preliminary conversion development – Accounts, Meters, Billing Items, Billing History
3. Preliminary conversion QC and documentation
4. Preliminary conversion data review
5. Extract final data with corroborating reports
6. Convert final data
7. QC final BS&A database and documentation
8. Verify final BS&A database at cutover

Establish BS&A Process

1. Review current Utility Billing process
2. Review BS&A application functionality

3. Define BS&A process and training requirements
4. Document BS&A process
5. Verify final BS&A process at cutover
6. Run Parallel Billing Cycle

3.9 Work Order

Establish BS&A Databases

1. No Conversion

Establish BS&A Process

1. Review current Work Order process
2. Review BS&A application functionality
3. Define BS&A process and training requirements
4. Document BS&A process
5. Verify final BS&A process at cutover

3.10 Purchase Order

Establish BS&A Databases

1. Convert Closed Purchase Orders
2. Set-up Purchase Order Approval Process

Establish BS&A Process

1. Review current Purchase Order process
2. Review BS&A application functionality
3. Define BS&A process and training requirements
4. Document BS&A process
5. Verify final BS&A process at cutover
6. Re-enter open Purchase Orders during training

3.11 Inventory

Establish BS&A Databases

1. Extract Inventory Data
2. Convert final data
3. Verify final BS&A database at cutover

Establish BS&A Process

1. Review current Inventory processed
2. Review BS&A application functionality
3. Define BS&A process and training requirements
4. Document BS&A process
5. Verify final BS&A process at cutover

3.12 Building Department & Field Inspection

Establish BS&A Databases

1. Extract preliminary data with corroborating reports

2. Preliminary conversion development – Properties, Permits, Enforcements
3. Preliminary conversion QC and documentation
4. Preliminary conversion data review
5. Extract final data with corroborating reports
6. Convert final data
7. QC final BS&A database and documentation
8. Verify final BS&A database at cutover

Establish BS&A Process

1. Review current Permit & Enforcement processes
2. Review BS&A application functionality
3. Define BS&A process and training requirements
4. Document BS&A process
6. Verify final BS&A process at cutover

3.13 Business License/Tax

Establish BS&A Databases

1. Extract preliminary data with corroborating reports
2. Preliminary conversion development – Businesses, Licenses, Invoices, Payments & History
3. Preliminary conversion QC and documentation
4. Preliminary conversion data review
5. Extract final data with corroborating reports
6. Convert final data
7. QC final BS&A database and documentation
8. Verify final BS&A database at cutover

Establish BS&A Process

1. Review current Local Business Tax Receipt processes
2. Review BS&A application functionality
3. Define BS&A process and training requirements
4. Document BS&A process
6. Verify final BS&A process at cutover

3.13 AccessMyGov - Internet Services, Employee Self Service

Establish BS&A Process

1. Create Preliminary Web Site
2. Connect Preliminary Web Site to BS&A Databases
3. Verify Operation of Preliminary Web Site
4. Review BS&A application functionality
5. Define BS&A process and training requirements
6. Document BS&A process
7. Verify final BS&A process at cutover

4. Delivery Method

This section describes the method that BS&A Software will use to deliver this project to the City of Basehor, KS. This method is described in terms of the generalized approach and as a detailed schedule.

4.1 Generalized Approach

BS&A Software will use the following four-phase approach to fulfill the needs of City of Basehor, KS:

Phase 1 – Initiate

This phase encompasses the work necessary to achieve a signed proposal. (This phase is usually completed with the signed proposal).

Phase 2 – Plan

This phase follows the signed proposal and produces the detailed description for the work to be undertaken and the schedule for the work, and is presented in the Statement of Work (this document).

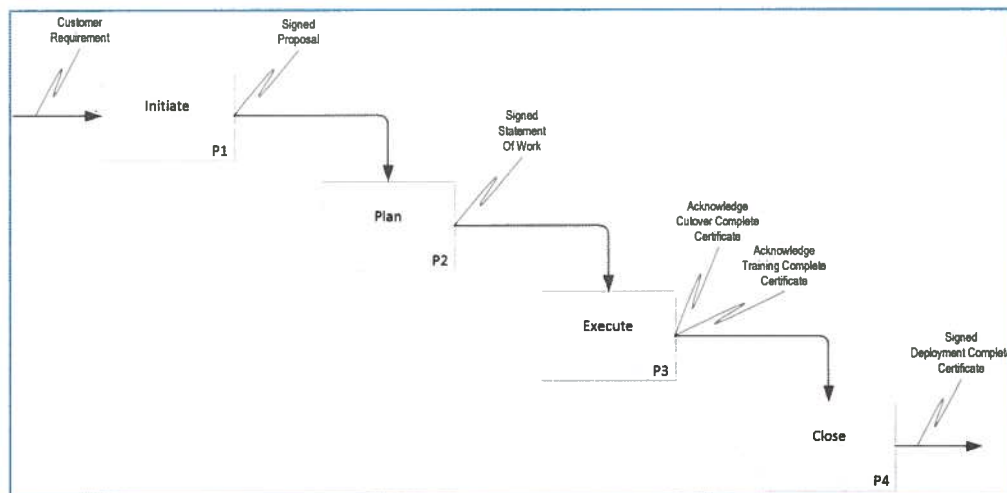
Phase 3 – Execute

This phase encompasses all of the activity necessary to bring into operation the applications provided by BS&A Software and the associated training.

Phase 4 – Close

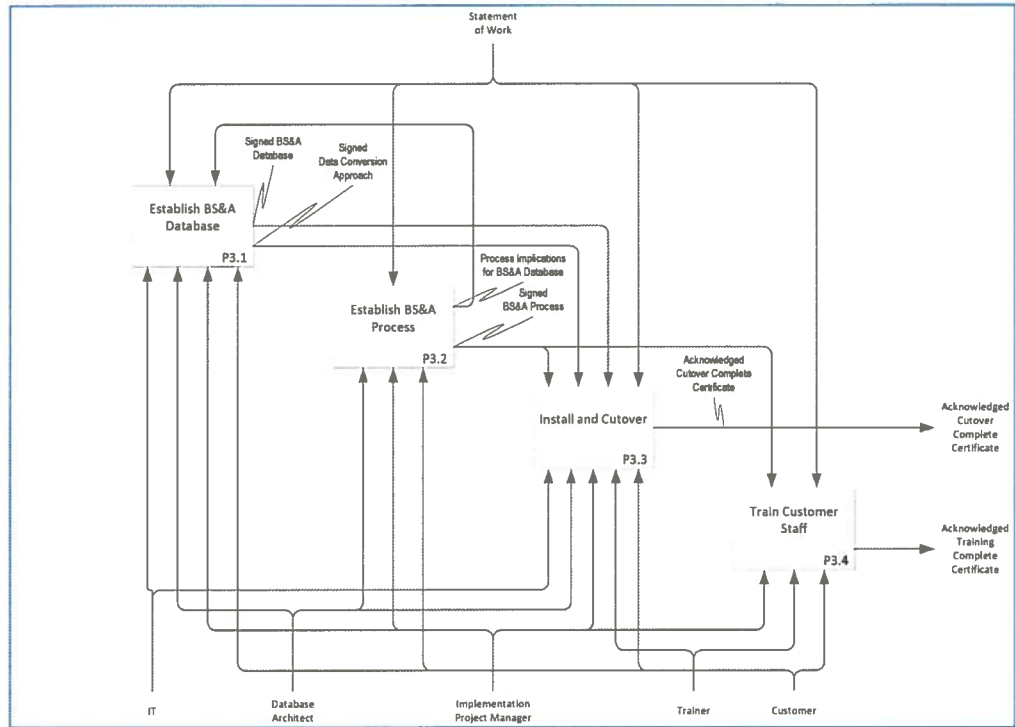
This phase provides a formal conclusion of the project and the handover to BS&A's support team.

Figure 1: Delivery Process Overview



This diagram shows the general approach that BS&A Software will follow to deliver this project.

Figure 2: Delivery Process - Execute Phase



This diagram shows the activities within the Execute phase of the project, which are:

- ~ Establish BS&A database(s)
- ~ Establish BS&A process(s)
- ~ Install and cutover
- ~ Train customer staff

The details for each activity can be provided if required.

4.2 Estimated Schedule

Following is the tentative, estimated schedule based on approval of the project by 1/30/16. During the Kick-off Meeting, a finalized project schedule will be reviewed and approved by both BS&A and City Project teams.

Task	Responsible Parties	Start Date	End Date
Initiation Activities			
Conduct Kick-off Meeting	BS&A and City	2/18/16	2/18/16
Review Project Scope and Project Management Process	BS&A	2/18/16	2/18/16
Establish Project Meeting Schedule	BS&A and City	2/18/16	2/18/16
Assemble BS&A Project Team	BS&A	2/18/16	2/18/16
Assemble City Project Team	City	2/18/16	2/18/16
Create Initial Project Timeline	BS&A & City	2/18/16	2/18/16
IT and Data Conversion Activities			
Meet with City IT Staff to review Hardware Configurations	BS&A and City	2/28/16	2/28/16
Extract Preliminary Data from current System	BS&A and City	3/7/16	3/7/16
Conduct Data Mapping and Develop Data Conversion Routines	BS&A	3/7/16	4/30/16
Conduct Review of Converted Data with City	BS&A and City	5/15/15	5/15/16
Install Programs	BS&A	5/15/16	5/15/16
Knowledge Transfer			
Conduct On-site Process Review Meeting	BS&A and City	5/30/16	5/31/16
Conduct Analysis of Current Forms	BS&A and City	5/30/16	5/30/16
Conduct Review of Required Reports	BS&A and City	5/30/16	5/30/16
Develop Best Practices Recommendation	BS&A	5/31/16	5/31/16
Approve Recommendations	City	5/31/16	5/31/16
Implementation			
Create Forms	BS&A	6/1/16	6/3/16
Create Reports	BS&A	6/6/16	6/7/16
Conduct Final Data Extraction	City	6/30/16	6/30/16

Convert Final Data	BS&A	7/1/16	7/1/16
On-site Set-up for Users and Configuration Items	BS&A	7/5/16	7/8/16
Training			
On-site Training	BS&A and City	7/8/16	9/8/16
Post-Project Activities			
Conduct Post Project Review & Assessment	BS&A and City	10/8/16	10/8/16

5. Project Management Process

This section describes the following project management procedures that will be used to support the delivery of this project:

- ~ Organization
- ~ Change Control
- ~ RAID Management (Risk, Action, Issue, Decision)

5.1 Organization – Roles and Responsibilities

This subsection describes the organization that BS&A Software will use to support the delivery of this project.

Project Specific Roles

BS&A Software will use the following roles during the project:

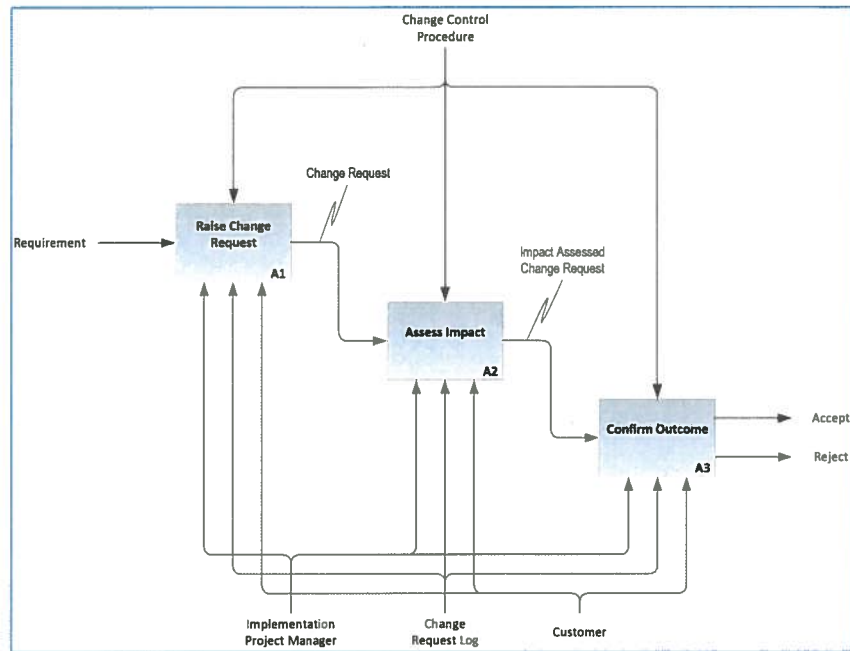
- ~ **Project Management and Implementation Planning Director**
 - Has overall accountability for the project and provides a point of escalation for the customer.
- ~ **Project Manager**
 - Has day-to-day accountability for the project.
 - Manages and coordinates all activities and resources associated with the project
 - Produces and maintains the Project Plan
 - Responsible for and leads the work associated with the development of the customer's new processes.
- ~ **Database Technician**
 - Responsible for and leads the work associated with the development of the customer's new databases.
- ~ **Implementation and Training Representative**
 - Responsible for and leads the cutover and delivery of the training.
- ~ **IT**
 - Assists with the extraction of test and production data from the customer's existing applications.
 - Responsible for the installation of the BS&A applications on the customer's production environment.
- ~ **Subject Matter Experts**
 - May assist as required.

Note: there may be a number of people fulfilling each role.

5.2 Change Control

This subsection describes the Change Control procedure that BS&A Software will use to support the delivery of projects.

Figure 3: Change Control Procedure



This diagram shows the Change Control Procedure and activities as follows:

- ~ Raise change request
- ~ Assess impact
- ~ Confirm outcome

The details of these activities are available in the Project Management Procedures document.

6. Review and Approval

There will be various review points during the project (see Project Schedule Dates) when a formal review of progress will be marked by the confirmation of, and agreement to, specific deliverables.

You will receive a confirmation email at the completion of each of the following milestones in the implementation process. A return email will serve as your approval:

- ~ **Statement of Work.** At this point, we will ask you to acknowledge that you have received the Statement of Work and that it represents the agreed-upon scope of the project.
- ~ **BS&A Database and Conversion Approach.** At this point, we will ask you to acknowledge that you have received the BS&A Database and Conversion Approach, and that it represents an acceptable conversion plan for Cutover.
- ~ **Cutover Complete.** At this point, we will ask you to acknowledge that the Project Management and Implementation Planning Team has provided an agreed-upon BS&A Database and Conversion Approach.
- ~ **Training Complete.** At this point, we will ask you to acknowledge that the Implementation and Training Team has delivered training consistent with the Statement of Work, or that some days were left unused and should not be billed.
- ~ **Deployment Complete.** At this point, we will ask you to acknowledge that BS&A has provided deliverables consistent with the Statement of Work, and that any outstanding issues from the Implementation and Training processes have been addressed or transferred to the Support Team.