

**CITY OF FORT LAUDERDALE
HOUSING OPPORTUNITIES FOR PERSONS WITH AIDS (HOPWA)
PROPRIETARY PURCHASE AGREEMENT FY2022 – 2023**

THIS AGREEMENT, with an effective date of October 1, 2022, is entered this 14th day of NOV 2022, by and between:

CITY OF FORT LAUDERDALE, a municipal corporation of the State of Florida, hereinafter referred to as "City",

and

GROUPWARE TECHNOLOGIES, LLC, a Wisconsin Limited Liability Company authorized to transact business in the State of Florida, with its principal place of business is **10437 Innovation Drive, Suite 306, Wauwatosa, Wisconsin 53226** hereinafter referred to as "Contractor".

WHEREAS, on June 21, 2022, and pursuant to CAM 22-0518, the City Commission of the City of Fort Lauderdale approved an Annual Action Plan of the Consolidated Plan for the 2022-2023 Program year and authorized funding from the Housing Opportunities for Persons with AIDS (HOPWA) program to acquire and install a computer software to support the management and administration of HOPWA (Services); and

WHEREAS, Contractor is the owner of all right, title and interest, including all proprietary rights, in the computer software program, "Provide Enterprise," which was created to support the management and administration of the HOPWA Homeless Management Information System (HMIS) program; and

WHEREAS, Contractor is qualified and experienced in installing, designing, programming, and maintaining the HOPWA HMIS software; and

WHEREAS, City wishes to secure the Services from Contractor as described herein.

NOW, THEREFORE, in consideration of the mutual promises and agreements contained herein, the sufficiency and adequacy of which is hereby acknowledged, the parties agree as follows:

**ARTICLE I
COMPENSATION, REPRESENTATION**

- 1.1** For Services as described herein, Contractor shall receive compensation not to exceed Seventy Thousand Dollars and Zero Cents (\$70,000.00) for the City's fiscal year 2022-2023 starting October 1, 2022 and ending September 30, 2023. Compensation shall be allocated for Services as set forth below.
- 1.2** Contractor acknowledges the City has paid a one-time fee of One Thousand Two Hundred Dollars and Zero Cents (\$1,200,00) per license for a total of fifty-nine (59) licenses for

software users. If additional software user licenses are needed, the City shall pay a one-time user license fee of Seven Hundred Thirty Dollars and Zero Cents (\$730.00) per license. These software users are authorized recipients of grants under the City's HOPWA program. The annual fees shall not exceed Seven Hundred Thirty Dollars and Zero Cents (\$730.00) per license.

- 1.3 To support the existing licenses, the City shall pay the following annual fees:

ANNUAL FEE DESCRIPTIONS	Unit Price	Number License	Amount
PE Licenses Annual Maintenance & Support	\$300.00	49	\$14,700.00
PE Licenses Enhanced Maintenance & Support	\$120.00	49	\$ 5,880.00
PE DATA Management & Hosting	\$240.00	49	\$11,760.00
AMA ICD-9 & CPT Code Licensing Fees	\$ 20.00	49	\$980.00
Document Scanning & Image Storage	\$ 50.00	49	\$ 2,450.00
Annual VPN Renewal Fees	\$240.00	17	\$4,080.00
Annual Renewal Fees	\$1800.00	1	\$1800.00
GRAND TOTAL			\$41,650.00

- 1.4 If necessary, the City shall pay a fee not to exceed Seven Thousand Five Hundred Dollars and Zero Cents (\$7,500.00) for five (5) eight-hour days of on-site or virtual training/webinar trainings for City personnel and its grant recipients. Subject to availability and at no expense to the City, the City may provide suitable space at City Hall or other suitable location. The Contractor is responsible to provide City personnel with all training materials, supplies, computers and other necessary materials.
- 1.5 City shall pay a fee not to exceed One Thousand Eight Hundred Dollars and Zero Cents (\$1,800.00) to host and maintain the six (6) on-line HOPWA database training modules. If additional training modules are added, the cost would be Three Hundred Dollars and Zero Cents (\$300.00) per training module.
- 1.6 The balance of the compensation is reserved for discretionary, enhancement or programmatic changes as authorized by the City pursuant to a Work Authorization as described below. The Contractor shall bill for such services at Two Hundred Dollars and Zero Cents (\$200.00) per hour.
- 1.7 Payment of the Annual fees shall be paid no later than October 31, 2022.

Payment for the annual training shall be paid within sixty (60) days after training is complete.

Payment for the discretionary/enhancement/programmatic services shall be paid as set forth in the Work Authorization.

- 1.8 Contractor hereby represents and warrants that it owns and possesses all rights, whether proprietary or otherwise, to all patents, copyrights, trademarks in and to the Provide Enterprise software and has the power and authority to grant licenses to use said

software.

ARTICLE II

SCOPE OF WORK

- 2.1 The City is the recipient of funding from the Department of Housing and Urban Development for the HOPWA program. These funds are provided to recipients who are the authorized licensees under this Agreement. The Contractor will provide the necessary support and services for the City's HOPWA program and its recipients. These services include, without limitation, maintaining the database of information provided by the City and its recipients, facilitating grant management and billing, providing the forms to administer the HOPWA program, generating the necessary and custom reports for all local, state and federal regulatory authorities, including the City, maintaining firewalls and other security protections, collecting data from the recipients, providing quality improvements and quality management services, providing technical assistance and user set up services for the City and its recipients, maintaining the confidentiality of the clients of the recipients according to HIPAA laws and other privacy laws and such other services as requested by the City.
- 2.2 Contractor and City recognize that City may request Contractor perform additional ~~services~~ For additional services, City shall prepare a Professional Services Work Authorization ("Work Authorization") agreement that defines the work to be completed by Contractor. City recognizes that each Work Authorization applies to a single defined project that Contractor has been requested by City to complete. Each Work Authorization shall be considered as containing the terms of this Agreement and execution by City of this Agreement shall be considered as consent to apply the terms and conditions herein to any and all Work Authorization agreements executed by the City. Contractor shall exert reasonable efforts to complete the services described in the subject Work Authorization on or before the Completion Date indicated therein.

City will pay Contractor for the services in the manner indicated in the Work Authorization. Contractor shall submit proper invoice(s) to City at the times noted in the Work Authorization. City will pay Contractor the amounts stated in proper invoices within forty-five (45) days of receipt in accordance with the Florida Local Government Prompt Payment Act, as may be amended from time to time, on any amount for which payment is not received by Contractor within such forty-five (45) day period.

City is hereby granted a perpetual, non-exclusive, royalty-free license to use, modify and make copies of any technical notes, training materials, and other documentation prepared or developed by Contractor ("Work Product") as part of providing the services for City, except as otherwise provided by the Florida public records laws. City is prohibited from copying, distributing, marketing, sub-licensing, or otherwise conveying or providing access to any Work Product to any third party without the prior written consent of Contractor.

ARTICLE III

WARRANTY

- 3.1 Contractor does not warrant the performance or result that may be obtained by utilizing the services provided hereunder and Contractor cannot and does not warrant the

performance or result that may be attained by use of any work product provided here under. However, the Contractor does provide the following limited warranty.

Contractor warrants that the services it performs will be substantially as described in the subject Work Authorization and as described in the Scope of Work. City must raise any claim for breach of the foregoing warranty within ninety (90) days of Contractor's completion of the services. City's remedy for breach of the aforesaid warranty shall be, at Contractor's option, either re-performance of the services or a refund of the fee paid by the City for such services.

The remedy provided above is exclusive. Except as provided above, Contractor makes and City receives no warranties, whether expressed, implied, statutory or otherwise with respect to services provided or any work product delivered, and Contractor specifically disclaims any implied warranty of merchantability of fitness for particular purpose.

ARTICLE IV **INDEMNIFICATION**

- 4.1** Contractor shall protect and defend at Contractor's expense, counsel being subject to City's approval, and indemnify and hold harmless the City and the City's officers, employees, agents, volunteers, and HOPWA grant recipients from and against any and all losses, penalties, fines, damages, settlements, judgments, claims, costs, charges, expenses, or liabilities, including any award of attorney fees and any award of costs, in connection with or arising directly or indirectly out of any act or omission by the Contractor or by any officer, employee, agent, invitee, subcontractor, or sub-licensee of the Contractor. The provisions and obligations of this section shall survive the expiration or earlier termination of this Agreement. To the extent considered necessary by the City Manager, any sums due Contractor under this Agreement may be retained by City until all of City's claims for indemnification pursuant to this Agreement have been settled or otherwise resolved, and any amount withheld shall not be subject to payment of interest by City.

ARTICLE V **PUBLIC ENTITY CRIME ACT**

- 5.1** Contractor represents that the execution of this Agreement will not violate the Public Entity Crime Act, Section 287.133, Florida Statutes (2022), as may be amended from time to time, which essentially provides that a person or affiliate who is a contractor, consultant, or other provider and who has been placed on the convicted vendor list following a conviction for a public entity crime may not submit a bid on a contract to provide any goods or services to City, may not submit a bid on a contract with City for the construction or repair of a public building or public work, may not submit bids on leases of real property to City, may not be awarded or perform work as a contractor, supplier, subcontractor, or consultant under a contract with City, and may not transact any business with City in excess of the threshold amount provided in Section 287.017, Florida Statutes (2022), as may be amended from time to time, for category two purchases for a period of thirty-six (36) months from the date of being placed on the convicted vendor list. Violation of this section shall result in termination of this

Agreement and recovery of all monies paid by City pursuant to this Agreement and may result in debarment from City's competitive procurement activities.

ARTICLE VI

INDEPENDENT CONTRACTOR

- 6.1 Contractor is an independent contractor under this Agreement. Services provided by Contractor pursuant to this Agreement shall be subject to the supervision of the Contractor. In providing such services, neither Contractor nor Contractor's agents shall act as officers, employees, or agents of City. No partnership, joint venture, or other joint relationship is created hereby. City does not extend to Contractor or Contractor's agents any authority of any kind to bind City in any respect whatsoever.

ARTICLE VII

COMPLIANCE WITH LAWS

- 7.1 Contractor shall comply with all applicable federal, state, and local laws, codes, ordinances, rules, and regulations in performing Contractor duties, responsibilities, and obligations pursuant to this Agreement.

ARTICLE VIII

SEVERANCE

- 8.1 In the event a portion of this Agreement is found by a court of competent jurisdiction to be invalid or unenforceable, the provisions not having been found by a court of competent jurisdiction to be invalid or unenforceable shall continue to be effective.

ARTICLE IX

LIMITATION OF LIABILITY

- 9.1 The City desires to enter into this Agreement only if in so doing the City can place a limit on the City's liability for any cause of action for money damages due to an alleged breach by the City of this Agreement, so that its liability for any such breach never exceeds the sum of One Thousand Dollars and Zero Cents (\$1,000.00). Contractor hereby expresses its willingness to enter into this Agreement with Contractor's recovery from the City for any damage action for breach of contract or for any action or claim arising from this Agreement to be limited to a maximum amount of One Thousand Dollars and Zero Cents (\$1,000.00) less the amount of all funds actually paid by the City to Contractor pursuant to this Agreement.
- 9.2 Accordingly, and notwithstanding any other term or condition of this Agreement, Contractor hereby agrees that the City shall not be liable to Contractor for damages in an amount in excess of One Thousand Dollars and Zero Cents (\$1,000.00) which amount shall be reduced by the amount actually paid by the City to Contractor pursuant to this Agreement, for any action for breach of contract or for any action or claim arising out of this Agreement. Nothing contained in this paragraph or elsewhere in this Agreement is in any way intended to be a waiver of the limitation placed upon City's liability as set forth in Section 768.28, Florida Statutes (2022).

ARTICLE X
JURISDICTION, VENUE, WAIVER, WAIVER OF JURY TRIAL

- 10.1** This Agreement shall be interpreted and construed in accordance with and governed by the laws of the State of Florida. Venue for any lawsuit by either party against the other party or otherwise arising out of this Agreement, and for any other legal proceeding, shall be in the Seventeenth Judicial Circuit in and for Broward County, Florida, or in the event of federal jurisdiction, in the Southern District of Florida, Fort Lauderdale Division.

ARTICLE XI
AMENDMENTS

- 11.1** No modification, amendment, or alteration in the terms or conditions contained herein shall be effective unless contained in a written document prepared with the same or similar formality as this Agreement and executed by the Mayor- Commissioner and/or City Manager, as determined by City Charter and Ordinances, and Contractor or others delegated authority to or otherwise authorized to execute same on their behalf.

ARTICLE XII
PRIOR AGREEMENTS

- 12.1** This document represents the final and complete understanding of the parties and incorporates or supersedes all prior negotiations, correspondence, conversations, agreements, and understandings applicable to the matters contained herein. The parties agree that there is no commitment, agreement, or understanding concerning the subject matter of this Agreement that is not contained in this written document. Accordingly, the parties agree that no deviation from the terms hereof shall be predicated upon any prior representation or agreement, whether oral or written.

ARTICLE XIII
PUBLIC RECORDS

- 13.1** IF THE CONTRACTOR HAS QUESTIONS REGARDING THE APPLICATION OF CHAPTER 119, FLORIDA STATUTES, TO THE CONTRACTOR'S DUTY TO PROVIDE PUBLIC RECORDS RELATING TO THIS AGREEMENT, CONTACT THE CUSTODIAN OF PUBLIC RECORDS AT CITY CLERK'S OFFICE, 100 NORTH ANDREWS AVENUE, FORT LAUDERDALE, FLORIDA, 33301, PHONE: 954-828-5002, EMAIL: PRRCONTRACT@FORTLAUDERDALE.GOV.

Contractor shall comply with public records laws, and Contractor shall:

1. Keep and maintain public records required by the City to perform the service.
2. Upon request from the City's custodian of public records, provide the City with a copy of the requested records or allow the records to be inspected or copied within a reasonable time at a cost that does not exceed the cost provided in Chapter 119, Florida Statutes (2022), as may be amended or revised, or as otherwise provided by law.
3. Ensure that public records that are exempt or confidential and exempt from public records

disclosure requirements are not disclosed except as authorized by law for the duration of the contract term and following completion of the Agreement if the Contractor does not transfer the records to the City.

4. Upon completion of the Agreement, transfer, at no cost, to the City all public records in possession of the Contractor or keep and maintain public records required by the City to perform the service. If the Contractor transfers all public records to the City upon completion of the Agreement, the Contractor shall destroy any duplicate public records that are exempt or confidential and exempt from public records disclosure requirements. If the Contractor keeps and maintains public records upon completion of the Contract, the Contractor shall meet all applicable requirements for retaining public records. All records stored electronically must be provided to the City, upon request from the City's custodian of public records, in a format that is compatible with the information technology systems of the City.

ARTICLE XIV **UPDATES AND FUTURE RELEASES**

- 14.1 City acknowledges that it may receive information relating to future releases of new or existing Contractor products ("Product Information"). City further acknowledges that such information is confidential, and City will not disclose any Product Information, to the extent such information is exempt from Florida Public Records laws to any third party without Contractor's prior written consent.

ARTICLE XV **INFRINGEMENTS OF INTELLECTUAL PROPERTY RIGHTS**

- 15.1 Contractor shall defend and hold harmless City, its officers, employees, agents, volunteers, and its HOPWA grant recipients ("Licensees") against any judicial proceeding based upon infringement or violation of any U.S. patent, copyright, or trademark arising from the City or Licensee use ("Work Product") of the Provide Enterprise software provided that (a) the City or Licensee notifies Contractor of such a proceeding promptly after the City or Licensee is served with initial process, (b) Contractor has exclusive control over the defense and settlement of the proceeding, (c) the City or Licensee provides such assistance in defense of the proceeding as Contractor may reasonably request, and (d) the City or Licensee complies with any settlement approved by the City or Licensee, or court order entered in connection with such proceeding. If the work product is held to infringe any right referred to in this paragraph, and if an injunction issues, Contractor, solely at its own discretion, may, but has no obligation to, 1) use reasonable efforts to obtain the necessary rights to allow City or Licensee to continue to use the work product, or 2) modify the work product in such a way such that it no longer constitutes an infringement.

ARTICLE XVI **TERMINATION**

- 16.1 Either party may terminate this Agreement upon thirty (30) days prior written notice. However, the City shall be obligated to pay Contractor for any services performed and/or materials provided by Contractor to the City's satisfaction pursuant to the terms of this Agreement through the termination date specified in the written notice of termination.

- 16.2 The City reserves the right, in its best interest as determined by the City, to cancel this Agreement for unappropriated funds or unavailability of funds by giving written notice to the Contractor at least thirty (30) days prior to the effective date of such cancellation. The obligation of the City for payment to a Contractor is limited to the availability of funds appropriated in a current fiscal period, and continuation of this Agreement into a subsequent fiscal period is subject to appropriation of funds, unless otherwise provided by law.

ARTICLE XVII

NON-DISCRIMINATION

- 17.1 Contractor shall not discriminate against its employees based on the employee's race, color, religion, gender, gender identity, gender expression, marital status, sexual orientation, national origin, age, disability, or any other protected classification as defined by applicable law.
- 17.2 Contractor certifies and represents that the Contractor offers the same health benefits to the domestic partners of its employees as are offered its employees' spouses or offers its employees the cash equivalent of such health benefits because it is unable to provide health benefits to its employees' domestic partners, and that the Contractor will comply with Section 2-187, Code of Ordinances of the City of Fort Lauderdale, Florida, as may be amended or revised, ("Section 2-187"), during the entire term of this Agreement.
- 17.3 The failure of the Contractor to comply with Section 2-187 shall be deemed to be a material breach of this Agreement, entitling the City to pursue any remedy stated below or any remedy provided under applicable law.
- 17.4 The City may terminate this Agreement if the Contractor fails to comply with Section 2-187.
- 17.5 The City may retain all monies due or to become due until the Contractor complies with Section 2-187.
- 17.6 The Contractor may be subject to debarment or suspension proceedings. Such proceedings will be consistent with the procedures in section 2-183 of the Code of Ordinances of the City of Fort Lauderdale, Florida.

ARTICLE XVIII

E-VERIFY

As a condition precedent to the effectiveness of this Agreement, pursuant to Section 448.095, Florida Statutes (2022), as may be amended or revised, the Contractor and its subcontractors shall register with and use the E-Verify system to electronically verify the employment eligibility of newly hired employees.

- 18.1 The Contractor shall require each of its subcontractors, if any, to provide the Contractor with an affidavit stating that the subcontractor does not employ, contract with, or subcontract with an unauthorized alien. The Contractor shall maintain a copy of the subcontractor's affidavit for the duration of this Agreement and in accordance with the public records requirements of this Agreement.

- 18.2** The City, the Contractor, or any subcontractor who has a good faith belief that a person or entity with which it is contracting has knowingly violated Subsection 448.09(1), Florida Statutes (2022), as may be amended or revised, shall terminate the contract with the person or entity.
- 18.3** The City, upon good faith belief that a subcontractor knowingly violated the provisions of Subsection 448.095(2), Florida Statutes (2022), as may be amended or revised, but that the Contractor otherwise complied with Subsection 448.095(2), as may be amended or revised, shall promptly notify Contractor and order the Contractor to immediately terminate the contract with the subcontractor, and the Contractor shall comply with such order.
- 18.4** A contract terminated under Subparagraph 448.095(2)(c)1. or 2., Florida Statutes (2022), as may be amended or revised, is not a breach of contract and may not be considered as such. If the City terminates this contract under Paragraph 448.095(2)(c), Florida Statutes (2022), as may be amended or revised, the Contractor may not be awarded a public contract for at least one year after the date on which the contract was terminated. The Contractor is liable for any additional costs incurred by the City as a result of termination of this Agreement.
- 18.5** Contractor shall include in each of its subcontracts, if any, the requirements set forth in this Section XVIII, including this subparagraph, requiring any and all subcontractors, as defined in Subsection 448.095(1)(j), Florida Statutes (2022), as may be amended or revised, to include all of the requirements of this Section XVIII. in their subcontracts. Contractor shall be responsible for compliance by any and all subcontractors, as defined in Subsection 448.095(1)(j), Florida Statutes (2022), as may be amended or revised, with the requirements of Section 448.095, Florida Statutes (2022), as may be amended or revised.

ARTICLE XIX

GENERAL PROVISIONS

- 19.1** This Agreement may not be assigned by either party without the prior written consent of the other. The parties are independent contractors, and neither party shall have the right to bind the other to any agreement with a third party or incur any obligation or liability on behalf of the other. This Agreement shall not be modified in any way except in writing signed by both parties. This Agreement shall be governed by Florida law, without application of conflict of laws principles.

The parties agree that any action related to this Agreement may be brought in any court of general jurisdiction located in Broward County, Florida and the parties hereby consent and submit to the personal jurisdiction and venue of any such court.

- 19.2** That all Agreements are amended to be consistent with the amendments provided herein.
- 19.3** That except to the extent modified herein, the Agreements between the parties are hereby ratified and reaffirmed and shall remain in full force and effect as provided by their terms.
- 19.4** Whenever it is provided herein that notice of default, demand, request or other communication shall or may be given to, or served upon, either of the parties by the other,

or either of the parties shall desire to give or serve upon the other any notice of default, demand, request or other communication with respect hereto or with respect to any matter set forth in this Agreement, each such notice of default, demand, request or other communication shall be in writing and any law or statute to the contrary notwithstanding shall not be effective for any purpose unless the same shall be given by hand delivery, or by a nationally recognized overnight courier, or by mailing the same by registered or certified mail, postage prepaid, return receipt requested, addressed to the party at the address set

AS TO CITY: Greg Chavarria, City Manager
City Manager's Office
City Fort Lauderdale
100 North Andrews Avenue
Fort Lauderdale, Florida 33301

With a copy to: Alain E. Boileau
City Attorney
City of Fort Lauderdale
100 North Andrews Avenue
Fort Lauderdale, Florida 33301

AS TO PARTIPANT: Andy Nunemaker (CEO)
Groupware Technologies, LLC
10437 Innovation Drive
Suite 306
Wauwatosa, Wisconsin 53226

[THE REMAINDER OF THIS PAGE IS INTENTIONALLY LEFT BLANK]

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

CITY OF FORT LAUDERDALE, a
municipal corporation of the State of Florida

WITNESSES:

H. Skowronek
Hilma Skowronek

Witness Name – Printed or Typed

Donna Varisco

Donna Varisco

Witness Name - Printed or Typed

By: [Signature]
GREG CHAVARRIA, City Manager

Date 01/24/2023

Approved as to form:
Alain E. Boileau, City Attorney

By: [Signature]
Patricia Saint-Vincent-Joseph,
Assistant City Attorney

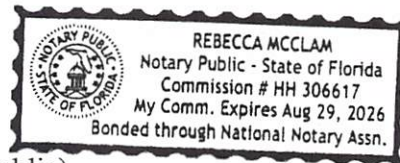
STATE OF FLORIDA:
COUNTY OF BROWARD:

The foregoing instrument was acknowledged before me, by means of ☒ physical presence or ☐ online, this 24th day of January, 2023, by Greg Chavarria, as City Manager of the City of Fort Lauderdale, a municipal corporation of the State of Florida.

[Signature]
(Signature of Notary Public – State of Florida)

Rebecca McClam

Print, Type or Stamp Commissioned Name of Notary Public)



Personally Known ☒ OR Produced Identification ☐

Type of Identification Produced _____

MADE IN U.S.A.
PATENTED IN U.S.A. & FOREIGN COUNTRIES
TRADE MARK OF THE MANUFACTURER
100% COTTON
WASHABLE & IRONABLE

GROUPWARE TECHNOLOGIES, LLC, a Wisconsin Limited Liability Company authorized to transact business in the State of Florida

By: **GROUPWARE TECHNOLOGIES HOLDINGS, INC.**, a Wisconsin corporation, as Manager.

WITNESSESS:

By: [Signature]
ANDY NUNEMAKER
President and CEO

Taylor Smith-Bennett
Taylor Smith-Bennett
(Witness Print name)

Date: Nov 14, 2022

Angela Price
Angela Price
(Witness Print name)

Attest:

By: _____
Secretary

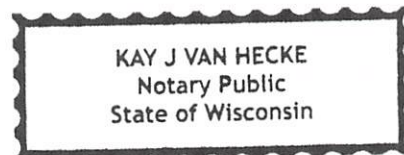
(CORPORATE SEAL)

STATE OF WISCONSIN
COUNTY OF MILWAUKEE

The foregoing instrument was acknowledged before me this 14th day of November 2022, by Andy Nunemaker as President and Chief Executive Officer of Groupware Technologies Holdings, Inc., in its capacity as Manager of Groupware Technologies, LLC, a Wisconsin Limited Liability Company, authorized to transact business in the State of Florida, who is personally known to me or ☐ has produced _____ as identification.

Kay J. Van Hecke
(Signature of Notary Public – State of Wisconsin)

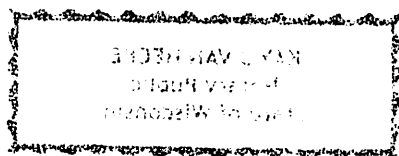
(NOTARY SEAL)



Kay J. Van Hecke
Print, Type or Stamp Commissioned Name of Notary Public)

Personally Known ☒ OR Produced Identification _____

Type of Identification Produced _____





DOCUMENT ROUTING FORM

Rev: 3 | Revision Date: 9/1/2022

TODAY'S DATE: 1/19/2023DOCUMENT TITLE: HOPWA PROVIDER AGREEMENT FOR FY 22-23 – GROUPWARE TECHNOLOGIES (GTI)COMM. MTG. DATE: 6/21/22 CAM #: 22-0518 ITEM #: PH-1 CAM attached: ☒ YES ☐ NORouting Origin: COA Router Name/Ext: Sonia S x5598 Action Summary attached: ☒ YES ☐ NOCIP FUNDED: ☐ YES ☒ NO

Capital Investment / Community Improvement Projects defined as having a life of at least 10 years and a cost of at least \$50,000 and shall mean improvements to real property (land, buildings, or fixtures) that add value and/or extend useful life, including major repairs such as roof replacement, etc. Term "Real Property" include land, real estate, realty, or real.

2) City Attorney's Office: Documents to be signed/routed? ☒ YES ☐ NO # of originals attached: 2Is attached Granicus document Final? ☒ YES ☐ NO Approved as to Form: ☐ YES ☐ NODate to CCO: 1/20/23 Attorney's Name: Patricia SaintVil-Joseph Initials: PSJ3) City Clerk's Office: # of originals: 2 Routed to: _____ Ext: _____ Date: 01/20/234) City Manager's Office: CMO LOG #: JAN-43 Document received from: CEO 01/20/23Assigned to: GREG CHAVARRIA ☐ ANTHONY FAJARDO ☐ SUSAN GRANT ☐GREG CHAVARRIA as CRA Executive Director ☐☐ APPROVED FOR G. CHAVARRIA'S SIGNATURE ☐ N/A G. CHAVARRIA TO SIGNPER ACM: A. FAJARDO (Initial) S. GRANT (Initial)☐ PENDING APPROVAL (See comments below)

Comments/Questions: _____

Forward ☒ originals to ☐ Mayor ☒ CCO Date: 01/25/235) ~~Mayor/CRA Chairman~~: Please sign as indicated.Forward ☐ originals to CCO for attestation/City seal (as applicable) Date: _____

INSTRUCTIONS TO CITY CLERK'S OFFICE

City Clerk: Retains _____ original and forwards _____ originals to: Sonia Sierra x5598 / CAOAttach _____ certified Reso # _____ ☐ YES ☒ NO Original Route form to CAO