



## DOCUMENT ROUTING FORM

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

20

TODAY'S DATE: \_\_\_\_\_

DOCUMENT TITLE: Groupware Technologies – HOPWA – FY 23-2024 – Annual Action PlanCOMM. MTG. DATE: 6/20/23 CAM #: 23-0447 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: 9/28/23 Attorney's Name: Patricia SaintVil Joseph Initials: PSJ3) City Clerk's Office: # of originals: 2 Routed to: \_\_\_\_\_ Ext: \_\_\_\_\_ Date: 09/28/234) City Manager's Office: CMO LOG #: OCT 10 Document received from: \_\_\_\_\_Assigned to: GREG CHAVARRIA ☐ ANTHONY FAJARDO ☐ SUSAN GRANT ☐GREG CHAVARRIA as CRA Executive Director ☐☐ APPROVED FOR G. CHAVARRIA'S SIGNATURE ☐ N/A G. CHAVARRIA TO SIGN

PER ACM: A. FAJARDO \_\_\_\_\_ (Initial) S. GRANT \_\_\_\_\_ (Initial)

☐ PENDING APPROVAL (See comments below)

Comments/Questions: \_\_\_\_\_

Forward \_\_\_\_\_ originals to ☐ Mayor ☐ CCO Date: \_\_\_\_\_

5) 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: Eveline DeSouza / HCD / x4775\*\* Please email a copy of the executed document to ssierra@fortlauderdale.govAttach \_\_\_\_\_ certified Reso # \_\_\_\_\_ ☐ YES ☒ NO Original Route form to CAO

- R-10**    [23-0546](#)    Quasi-Judicial De Novo Hearing - Consideration of a Resolution for a Certificate of Appropriateness for Demolition - Case No. UDP-HP23016 - 301 SW 14th Way - (Commission District 2)

Anyone wishing to speak must be sworn in. Commission will announce any site visits, communications or expert opinions received and make them part of the record.

**DEFERRED to September 19, 2023**

**Yea:** 5 - Vice Mayor Beasley-Pittman, Commissioner Sturman, Commissioner Herbst, Commissioner Glassman and Mayor Trantalis

## **PUBLIC HEARINGS**

- PH-1**    [23-0447](#)    Public Hearing and Motion Approving the Fiscal Year 2023-2024 Housing and Community Development Annual Action Plan - (Commission Districts 1, 2, 3 and 4)

**APPROVED**

**Yea:** 5 - Vice Mayor Beasley-Pittman, Commissioner Sturman, Commissioner Herbst, Commissioner Glassman and Mayor Trantalis

- PH-2**    [23-0562](#)    Public Hearing - Ordinance Amending the City of Fort Lauderdale Comprehensive Plan Future Land Use Element to Update the Mixed-Use Land Use Designation and Floor Area Ratio - UDP-L22004 - (Commission District 1)

**ADOPTED ON SECOND READING**

**Yea:** 5 - Vice Mayor Beasley-Pittman, Commissioner Sturman, Commissioner Herbst, Commissioner Glassman and Mayor Trantalis

- PH-3**    [23-0563](#)    Public Hearing - Ordinance Amending City of Fort Lauderdale Comprehensive Plan Future Land Use Map Designation from Medium-High Residential (25) to Mixed Use for 200 and 400 Corporate Drive - UDP- L22003 - (Commission District 1)

**ADOPTED ON SECOND READING**

**Yea:** 5 - Vice Mayor Beasley-Pittman, Commissioner Sturman, Commissioner Herbst, Commissioner Glassman and Mayor Trantalis

## **ORDINANCE SECOND READING**





**CITY OF FORT LAUDERDALE  
City Commission Agenda Memo  
REGULAR MEETING**

**#23-0447**

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**TO:** Honorable Mayor & Members of the  
Fort Lauderdale City Commission

**FROM:** Greg Chavarria, City Manager

**DATE:** June 20, 2023

**TITLE:** Public Hearing and Motion Approving the Fiscal Year 2023-2024 Housing  
and Community Development Annual Action Plan - **(Commission  
Districts 1, 2, 3 and 4)**

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**Recommendation**

Staff recommends the City Commission approve the 2023-2024 Annual Action Plan and funding allocation as proposed by the Community Services Board (CSB), and authorize the City Manager to execute the documents and agreements, that are necessary and incidental to each entitlement funding source for submittal to the U.S. Department of Housing and Urban Development (HUD).

**Background**

The City is required to submit an annual action plan associated with the five-year consolidated plan for 2020-2024. The consolidated plan provides a comprehensive strategy on how the City will use the entitlement funding to address housing, economic, social and community development needs. The attached annual action plan identifies specific activities with allocated funding amounts that are designed to achieve the goals identified in the consolidated plan.

The annual action planning process serves as the framework that has been established based on community-wide dialogues. These dialogues identify Commission top priorities that align with the consolidated plan and support the HUD national objective for: Community Development Block Grant (CDBG), Housing Opportunities for Persons with AIDS (HOPWA), and HOME Investment Partnerships (HOME) Program. Exhibit 2 provides a comprehensive outline of the community organizations to be funded, the proposed funding amount and a brief description of the program and services to be provided.

**Resource Impact**

There is no known fiscal impact associated with this action.

### **Strategic Connections**

This item is a *2022 Top Commission Priority*, advancing the Homelessness and Housing Opportunities.

This item supports the *Press Play Fort Lauderdale 2024 Strategic Plan*, specifically advancing:

- The Neighborhood Enhancement Focus Area
- Goal 4: Build a thriving and inclusive community of neighborhoods.
- Objective: Ensure a range of affordable housing options

This item advances the *Fast Forward Fort Lauderdale 2035 Vision Plan: We Are Community, and We Are Prosperous*.

This item supports the *Advance Fort Lauderdale 2040 Comprehensive Plan* specifically advancing:

- The Neighborhood Enhancement Focus Area
- The Housing Element
- Goal 1: The Comprehensive Plan shall support the provision of adequate sites for future housing, including affordable workforce housing.

### **Attachments**

Exhibit 1 – Public Notice

Exhibit 2 – 2023-2024 Annual Action Plan

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Prepared by: Rachel Williams, Manager, Housing & Community Development,  
Development Services

Department Director: Christopher Cooper, Development Services



August 9, 2023

Fort Lauderdale, Florida

To whom it may concern:

Godfrey & Kahn, S.C. represents Groupware Technologies Holdings, Inc. ("Groupware") and its wholly owned subsidiary, Groupware Technologies, LLC. We maintain Groupware's corporate records and to our knowledge, have represented Groupware in all of its equity issuances.

As counsel for Groupware, we attest that based on our review of Groupware's books and records, Andrew (Andy) Nunemaker owns at least 65% of the fully diluted voting capital stock of Groupware.

Sincerely,

GODFREY & KAHN, S.C.



Jay K. Creagh  
Attorney

**ACKNOWLEDGMENT**

STATE OF WISCONSIN )

) SS.

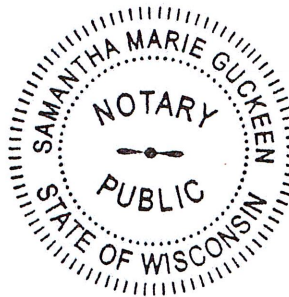
COUNTY OF MILWAUKEE )

Personally came before me on this 9<sup>th</sup> day of August, 2023 the above-named Jay Creagh, to me known to be the person who executed the foregoing consent and acknowledged the same

\* Samantha Marie Guckeen

Notary Public, State of Wisconsin

My Commission is ~~permanent~~. (If not, state expiration date: October 23, 2026.)





# GROUPWARE TECHNOLOGIES, LLC

Unique Entity ID <b>E8T9F94UU7D4</b>	CAGE / NCAGE <b>7FG72</b>	Purpose of Registration <b>All Awards</b>
Registration Status <b>Active Registration</b>	Expiration Date <b>Dec 2, 2023</b>	
Physical Address <b>10437 W Innovation DR STE 306 Milwaukee, Wisconsin 53226-4815 United States</b>	Mailing Address <b>10437 Innovation DR STE 306 Wauwatosa, Wisconsin 53226-4815 United States</b>	

## Business Information

Doing Business as <b>(blank)</b>	Division Name <b>(blank)</b>	Division Number <b>(blank)</b>
Congressional District <b>Wisconsin 05</b>	State / Country of Incorporation <b>Wisconsin / United States</b>	URL <b>https://provideenterprise.com/</b>

## Registration Dates

Activation Date <b>Dec 6, 2022</b>	Submission Date <b>Dec 2, 2022</b>	Initial Registration Date <b>Aug 10, 2015</b>
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## Entity Dates

Entity Start Date <b>Dec 22, 1993</b>	Fiscal Year End Close Date <b>Dec 31</b>
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## Immediate Owner

CAGE <b>9B1Y5</b>	Legal Business Name <b>GROUPWARE TECHNOLOGIES HOLDING, INC.</b>
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## Highest Level Owner

CAGE <b>(blank)</b>	Legal Business Name <b>(blank)</b>
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## Executive Compensation

In your business or organization's preceding completed fiscal year, did your business or organization (the legal entity to which this specific SAM record, represented by a Unique Entity ID, belongs) receive both of the following: 1. 80 percent or more of your annual gross revenues in U.S. federal contracts, subcontracts, loans, grants, subgrants, and/or cooperative agreements and 2. \$25,000,000 or more in annual gross revenues from U.S. federal contracts, subcontracts, loans, grants, subgrants, and/or cooperative agreements?

**No**

Does the public have access to information about the compensation of the senior executives in your business or organization (the legal entity to which this specific SAM record, represented by a Unique Entity ID, belongs) through periodic reports filed under section 13(a) or 15(d) of the Securities Exchange Act of 1934 (15 U.S.C. 78m(a), 78o(d)) or section 6104 of the Internal Revenue Code of 1986?

**Not Selected**

## Proceedings Questions

Is your business or organization, as represented by the Unique Entity ID on this entity registration, responding to a Federal procurement opportunity that contains the provision at FAR 52.209-7, subject to the clause in FAR 52.209-9 in a current Federal contract, or applying for a Federal grant opportunity which contains the award term and condition described in 2 C.F.R. 200 Appendix XII?

**No**

Does your business or organization, as represented by the Unique Entity ID on this specific SAM record, have current active Federal contracts and/or grants with total value (including any exercised/unexercised options) greater than \$10,000,000?

**Not Selected**

Within the last five years, had the business or organization (represented by the Unique Entity ID on this specific SAM record) and/or any of its principals, in connection with the award to or performance by the business or organization of a Federal contract or grant, been the subject of a Federal or State (1) criminal proceeding resulting in a conviction or other acknowledgment of fault; (2) civil proceeding resulting in a finding of fault with a monetary fine, penalty, reimbursement, restitution, and/or damages greater than \$5,000, or other acknowledgment of fault; and/or (3) administrative proceeding resulting in a finding of fault with either a monetary fine or penalty greater than \$5,000 or reimbursement, restitution, or damages greater than \$100,000, or other acknowledgment of fault?

**Not Selected**





[Department of State](#) / [Division of Corporations](#) / [Search Records](#) / [Search by Entity Name](#) /

## Detail by Entity Name

Foreign Limited Liability Company  
GROUPWARE TECHNOLOGIES, LLC

### Filing Information

**Document Number** M21000000379  
**FEI/EIN Number** 39-1777873  
**Date Filed** 01/04/2021  
**State** WI  
**Status** ACTIVE

### Principal Address

10437 INNOVATION DR  
 STE 306  
 WAUWATOSA, WI 53226

Changed: 01/26/2022

### Mailing Address

10437 INNOVATION DR  
 STE 306  
 WAUWATOSA, WI 53226

Changed: 01/26/2022

### Registered Agent Name & Address

CORPORATION SERVICE COMPANY  
 1201 HAYS ST  
 TALLAHASSEE, FL 32301

### Authorized Person(s) Detail

#### **Name & Address**

Title MGR

GROUPWARE TECHNOLOGIES HOLDINGS, INC.  
 10437 INNOVATION DR  
 STE 306  
 WAUWATOSA, WI 53226

### Annual Reports

Report Year	Filed Date
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# CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)

12/22/2022

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

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

<b>PRODUCER</b> Oberle Risk Strategies, LLC. 8820 Ladue Road, Suite 302 St Louis MO 63124		<b>CONTACT NAME:</b> Tammy Vesper <b>PHONE (A/C, No, Ext):</b> 636-391-0700 <b>FAX (A/C, No):</b> 636-391-0715 <b>E-MAIL ADDRESS:</b> tammy.vesper@oberle-risk.com	
<b>INSURED</b> Groupware Technologies, LLC Groupware Technologies Holdings, Inc. 10437 Innovation Dr, Ste 306 Wauwatosa WI 53226		<b>INSURER(S) AFFORDING COVERAGE</b> <b>INSURER A:</b> Pacific Employers Ins Co <b>INSURER B:</b> Chubb National Ins Co <b>INSURER C:</b> Houston Casualty Company <b>INSURER D:</b> <b>INSURER E:</b> <b>INSURER F:</b>	
<b>GROUP-1</b>		<b>NAIC #</b> 22748 10052 42374	

**COVERAGES****CERTIFICATE NUMBER:** 505262476**REVISION NUMBER:**

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

INSR LTR	TYPE OF INSURANCE	ADDL INSD	SUBR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS
A	<input checked="" type="checkbox"/> <b>COMMERCIAL GENERAL LIABILITY</b> <input type="checkbox"/> CLAIMS-MADE <input checked="" type="checkbox"/> OCCUR GEN'L AGGREGATE LIMIT APPLIES PER: <input checked="" type="checkbox"/> POLICY <input type="checkbox"/> PRO-JECT <input type="checkbox"/> LOC OTHER:			D95757509	12/16/2022	12/16/2023	EACH OCCURRENCE \$ 1,000,000 DAMAGE TO RENTED PREMISES (Ea occurrence) \$ 1,000,000 MED EXP (Any one person) \$ 5,000 PERSONAL & ADV INJURY \$ 1,000,000 GENERAL AGGREGATE \$ 2,000,000 PRODUCTS - COMP/OP AGG \$ 2,000,000 \$
A	<input checked="" type="checkbox"/> <b>AUTOMOBILE LIABILITY</b> ANY AUTO OWNED AUTOS ONLY <input checked="" type="checkbox"/> HIRED AUTOS ONLY <input type="checkbox"/> SCHEDULED AUTOS <input checked="" type="checkbox"/> NON-OWNED AUTOS ONLY			D95757509	12/16/2022	12/16/2023	COMBINED SINGLE LIMIT (Ea accident) \$ 1,000,000 BODILY INJURY (Per person) \$ BODILY INJURY (Per accident) \$ PROPERTY DAMAGE (Per accident) \$ \$
B	<input checked="" type="checkbox"/> <b>UMBRELLA LIAB</b> <input checked="" type="checkbox"/> OCCUR <input type="checkbox"/> EXCESS LIAB <input type="checkbox"/> CLAIMS-MADE DED <input checked="" type="checkbox"/> RETENTION \$ 0			D95757534	12/16/2022	12/16/2023	EACH OCCURRENCE \$ 4,000,000 AGGREGATE \$ 4,000,000 \$
B	<b>WORKERS COMPENSATION AND EMPLOYERS' LIABILITY</b> ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH) If yes, describe under DESCRIPTION OF OPERATIONS below	<input checked="" type="checkbox"/> Y <input type="checkbox"/> N	N/A	71793584	12/16/2022	12/16/2023	<input checked="" type="checkbox"/> PER STATUTE <input type="checkbox"/> OTH-ER E.L. EACH ACCIDENT \$ 1,000,000 E.L. DISEASE - EA EMPLOYEE \$ 1,000,000 E.L. DISEASE - POLICY LIMIT \$ 1,000,000
C	Cyber Liability			H22TG3292600	12/16/2022	12/16/2023	Each Claim/Aggregate 5,000,000

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

**CERTIFICATE HOLDER****CANCELLATION**City of Fort Lauderdale  
100 N. Andrews Avenue  
Fort Lauderdale FL 33301

SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS.

AUTHORIZED REPRESENTATIVE

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**CITY OF FORT LAUDERDALE  
HOUSING OPPORTUNITIES FOR PERSONS WITH AIDS (HOPWA)  
PROPRIETARY PURCHASE AGREEMENT FY2023 – 2024**

**THIS AGREEMENT**, with an effective date of October 1, 2023, is entered this \_\_\_\_\_ day of \_\_\_\_\_ 2023, by and between:

**CITY OF FORT LAUDERDALE**, a Florida municipal corporation (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 located at **10437 Innovation Drive, Suite 306, Wauwatosa, Wisconsin 53226** (hereinafter referred to as "Contractor").

WHEREAS, on June 20, 2023, and pursuant to CAM 23-0447, the City Commission of the City of Fort Lauderdale approved an Annual Action Plan of the Consolidated Plan for the 2023-2024 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 rights, 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, REPRESENTATIONS**

- 1.1 Contractor agrees to deliver all the Services described herein, and City shall pay Contractor a total compensation amount not to exceed Seventy Thousand Dollars and Zero Cents (\$70,000.00) for the City's fiscal year 2023-2024, beginning on October 1, 2023 and ending on September 30, 2024 ("Term"), subject to availability of funds and all other terms and conditions outlined in this Agreement.
- 1.2 During Contractor's initial software implementation process, Contractor acknowledges receipt of a one-time lump sum payment from the City in the total amount of One

Thousand Two Hundred Dollars and Zero Cents (\$1,200.00) for fifty-one (51) software user licenses. If additional software user licenses are needed, as evidenced by City's prior written consent, the City shall pay a one-time user license fee in the amount of Seven Hundred Fifty-One Dollars and Ninety Cents (\$751.90) for each additional software license. The authorized software users are qualified grant recipients under the City's HOPWA program. The annual license user fees charged to City shall not exceed a total amount of Seven Hundred Thirty Dollars and Zero Cents (\$751.90) per license.

- 1.3 In addition to the total Compensation outlined in paragraph 1.1 above, the City agrees to pay Contractor the following annual fees during the term of this Agreement, to support the existing 51 software user licenses assigned to the City, subject to all other terms and conditions outlined herein:

QUANTITY	DESCRIPTION	UNIT PRICE	AMOUNT
	<u>Annual License Renewal Fees (10/1/2023 - 9/30/2024)</u>		
51	PE Licenses Maintenance & Support	\$309.00	\$15,759.00
51	PE Data Management & Hosting	\$247.20	\$12,607.20
51	AMA ICD-9 and CPT Code Licensing Fees	\$20.60	\$1,050.60
51	Document Scanning and Image Storage	\$51.50	\$2,626.50
51	PE Licenses Enhanced Maintenance & Support (Allows all users to directly contact GTI help desk)	\$123.60	\$6,303.60
	<u>Annual VPN Renewal Fees (10/1/2023 - 9/30/2024)</u>		
16	VPN Accounts	\$247.20	\$3,955.20
	<u>Annual Renewal Fees (10/1/2023 - 9/30/2024)</u>		
1	Online HOPWA Database Hosting for Training Modules	\$1,854.00	\$1,854.00
SUBTOTAL			\$44,156.10
TAX			
FREIGHT			
<b>TOTAL</b>			<b>\$44,156.10</b>

- 1.4 The City shall pay Contractor a total fee not to exceed Eight Thousand Dollars and Zero Cents (\$8,000.00) for five (5) eight-hour days of additional on-site or virtual training or webinar trainings for City personnel and its grant recipients, such request shall be evidence by the prior written consent of the City and subject to availability of funds. The City may provide space at suitable location(s) for the trainings at City's sole discretion and subject to space availability. The Contractor is responsible to provide City with professional and skilled personnel and all training materials, supplies, computers, and other necessary materials for all scheduled on-site, virtual, or webinar trainings at no additional charge or expense to the City.

- 1.5 City shall pay a fee not to exceed One Thousand Eight Hundred Fifty-Four Dollars and Zero Cents (\$1,854.00) to host and maintain six (6) on-line HOPWA database training modules. If additional training modules are requested by the City, as evidenced by City's prior written approval, City will pay an additional cost not to exceed a total amount of Three Hundred Nine Dollars and Zero Cents (\$309.00) per training module.

- 1.6 The balance of the compensation is reserved for discretionary, enhancement or



programmatic changes, subject upon the City's prior written approval, pursuant to a Work Authorization completed by Contractor and executed by City, as described below. The Contractor shall bill the City for such services at a rate not to exceed 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, 2023, after receipt of a proper invoice by Contractor.

Payment for the annual training shall be paid within sixty (60) days after training is complete and after receipt of a proper invoice by Contractor.

Payment for the discretionary/enhancement/programmatic services shall be paid as set forth in the Work Authorization and after receipt of a proper invoice by Contractor.

- 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. 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 publicrecords 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 damageaction 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, ONE EAST BROWARD BOULEVARD, SUITE 444, FORT LAUDERDALE, FLORIDA, 33301, PHONE: 954-828-5002, EMAIL: [PRRCONTRACT@FORTLAUDERDALE.GOV](mailto: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: D'Wayne M. Spence, Interim City Attorney  
City Attorney's Office  
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.

WITNESSES:

Donna Varisco  
Witness signature

Donna Varisco  
Witness Name – Printed or Typed

[Signature]  
Witness signature

Amber Cabrera  
Witness Name - Printed or Typed

**CITY OF FORT LAUDERDALE**, a  
Florida municipal corporation

By: [Signature]  
GREG CHAVARRIA  
City Manager

Date Oct. 2, 2023

Approved as to form and correctness:  
D'Wayne M. Spence, Interim City Attorney

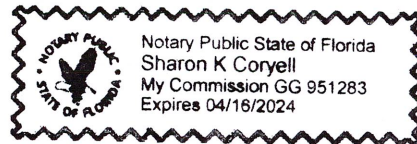
By: [Signature]  
Patricia Saint-Vil-Joseph  
Assistant City Attorney

STATE OF FLORIDA:  
COUNTY OF BROWARD:

The foregoing instrument was acknowledged before me, by means of ☒ physical presence or ☐ online, this 2<sup>nd</sup> day of OCTOBER, 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)

SHARON K. CORYELL  
Print, Type or Stamp Commissioned Name of Notary Public)



Personally Known ☒ OR Produced Identification \_\_\_\_\_

Type of Identification Produced \_\_\_\_\_



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

WITNESSES:

Angela Price  
Witness signature

Angela Price  
Witness Name – Printed or Typed

Karen Mainland  
Witness signature

Karen Mainland  
Witness Name – Printed or Typed

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

By: Andy Nunemaker  
ANDY NUNEMAKER  
President and CEO

Date: Sept 11, 2023

Attest:

By: \_\_\_\_\_  
Secretary

(CORPORATE SEAL)

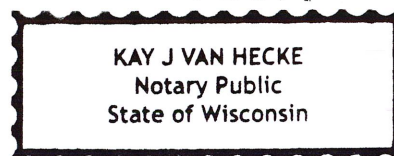
STATE OF: Wisconsin  
COUNTY OF: Milwaukee

The foregoing instrument was acknowledged before me by means of ☒ physical presence or ☐ online, this 11th day of September 2023, by Andy Nunemaker, as President and Chief Executive Officer of Groupware Technologies Holdings, Inc., a Wisconsin profit corporation, in its capacity as Manager of Groupware Technologies, LLC, a Wisconsin Limited Liability Company, authorized to transact business in the State of Florida.

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

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

(NOTARY SEAL)



Personally Known ☒ OR Produced Identification \_\_\_\_\_

Type of Identification Produced \_\_\_\_\_

**CITY OF FORT LAUDERDALE  
HOUSING OPPORTUNITIES FOR PERSONS WITH AIDS (HOPWA)  
PROPRIETARY PURCHASE AGREEMENT FY2023 – 2024**

**THIS AGREEMENT**, with an effective date of October 1, 2023, is entered this \_\_\_\_\_ day of \_\_\_\_\_ 2023, by and between:

**CITY OF FORT LAUDERDALE**, a Florida municipal corporation (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 located at **10437 Innovation Drive, Suite 306, Wauwatosa, Wisconsin 53226** (hereinafter referred to as "Contractor").

WHEREAS, on June 20, 2023, and pursuant to CAM 23-0447, the City Commission of the City of Fort Lauderdale approved an Annual Action Plan of the Consolidated Plan for the 2023-2024 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 rights, 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, REPRESENTATIONS**

- 1.1** Contractor agrees to deliver all the Services described herein, and City shall pay Contractor a total compensation amount not to exceed Seventy Thousand Dollars and Zero Cents (\$70,000.00) for the City's fiscal year 2023-2024, beginning on October 1, 2023 and ending on September 30, 2024 ("Term"), subject to availability of funds and all other terms and conditions outlined in this Agreement.
- 1.2** During Contractor's initial software implementation process, Contractor acknowledges receipt of a one-time lump sum payment from the City in the total amount of One



Thousand Two Hundred Dollars and Zero Cents (\$1,200.00) for fifty-one (51) software user licenses. If additional software user licenses are needed, as evidenced by City's prior written consent, the City shall pay a one-time user license fee in the amount of Seven Hundred Fifty-One Dollars and Ninety Cents (\$751.90) for each additional software license. The authorized software users are qualified grant recipients under the City's HOPWA program. The annual license user fees charged to City shall not exceed a total amount of Seven Hundred Thirty Dollars and Zero Cents (\$751.90) per license.

- 1.3 In addition to the total Compensation outlined in paragraph 1.1 above, the City agrees to pay Contractor the following annual fees during the term of this Agreement, to support the existing 51 software user licenses assigned to the City, subject to all other terms and conditions outlined herein:

QUANTITY	DESCRIPTION	UNIT PRICE	AMOUNT
	<u>Annual License Renewal Fees (10/1/2023 - 9/30/2024)</u>		
51	PE Licenses Maintenance & Support	\$309.00	\$15,759.00
51	PE Data Management & Hosting	\$247.20	\$12,607.20
51	AMA ICD-9 and CPT Code Licensing Fees	\$20.60	\$1,050.60
51	Document Scanning and Image Storage	\$51.50	\$2,626.50
51	PE Licenses Enhanced Maintenance & Support (Allows all users to directly contact GTI help desk)	\$123.60	\$6,303.60
	<u>Annual VPN Renewal Fees (10/1/2023 - 9/30/2024)</u>		
16	VPN Accounts	\$247.20	\$3,955.20
	<u>Annual Renewal Fees (10/1/2023 - 9/30/2024)</u>		
1	Online HOPWA Database Hosting for Training Modules	\$1,854.00	\$1,854.00
		<b>SUBTOTAL</b>	<b>\$44,156.10</b>
		<b>TAX</b>	
		<b>FREIGHT</b>	
		<b>TOTAL</b>	<b>\$44,156.10</b>

- 1.4 The City shall pay Contractor a total fee not to exceed Eight Thousand Dollars and Zero Cents (\$8,000.00) for five (5) eight-hour days of additional on-site or virtual training or webinar trainings for City personnel and its grant recipients, such request shall be evidence by the prior written consent of the City and subject to availability of funds. The City may provide space at suitable location(s) for the trainings at City's sole discretion and subject to space availability. The Contractor is responsible to provide City with professional and skilled personnel and all training materials, supplies, computers, and other necessary materials for all scheduled on-site, virtual, or webinar trainings at no additional charge or expense to the City.
- 1.5 City shall pay a fee not to exceed One Thousand Eight Hundred Fifty-Four Dollars and Zero Cents (\$1,854.00) to host and maintain six (6) on-line HOPWA database training modules. If additional training modules are requested by the City, as evidenced by City's prior written approval, City will pay an additional cost not to exceed a total amount of Three Hundred Nine Dollars and Zero Cents (\$309.00) per training module.
- 1.6 The balance of the compensation is reserved for discretionary, enhancement or



programmatic changes, subject upon the City's prior written approval, pursuant to a Work Authorization completed by Contractor and executed by City, as described below. The Contractor shall bill the City for such services at a rate not to exceed 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, 2023, after receipt of a proper invoice by Contractor.

Payment for the annual training shall be paid within sixty (60) days after training is complete and after receipt of a proper invoice by Contractor.

Payment for the discretionary/enhancement/programmatic services shall be paid as set forth in the Work Authorization and after receipt of a proper invoice by Contractor.

- 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. 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 publicrecords 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 damageaction 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, ONE EAST BROWARD BOULEVARD, SUITE 444, FORT LAUDERDALE, FLORIDA, 33301, PHONE: 954-828-5002, EMAIL: [PRRCONTRACT@FORTLAUDERDALE.GOV](mailto: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: D'Wayne M. Spence, Interim City Attorney  
City Attorney's Office  
City of Fort Lauderdale  
100 North Andrews Avenue  
Fort Lauderdale, Florida 33301

AS TO PARTICIPANT: 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.

WITNESSES:

Donna Varisco  
Witness signature

Donna Varisco  
Witness Name - Printed or Typed

Amber Cabrera  
Witness signature

Amber Cabrera  
Witness Name - Printed or Typed

**CITY OF FORT LAUDERDALE**, a  
Florida municipal corporation

By: [Signature]  
GREG CHAVARRIA  
City Manager

Date Oct. 2, 2023

Approved as to form and correctness:  
D'Wayne M. Spence, Interim City Attorney

By: [Signature]  
Patricia Saint-Vil-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 2<sup>nd</sup> day of October, 2023, by Greg Chavarria, as City Manager of the City of Fort Lauderdale, a municipal corporation of the State of Florida.

Sharon K Coryell  
(Signature of Notary Public - State of Florida)

SHARON K CORYELL  
Print, Type or Stamp Commissioned Name of Notary Public)



Personally Known ☒ OR Produced Identification \_\_\_\_\_

Type of Identification Produced \_\_\_\_\_

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

WITNESSES:

Angela Price  
Witness signature

Angela Price  
Witness Name – Printed or Typed

Karen Mainland  
Witness signature

Karen Mainland  
Witness Name – Printed or Typed

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

By: Andy Nunemaker  
**ANDY NUNEMAKER**  
President and CEO

Date: Sep 11, 2023

Attest:

By: \_\_\_\_\_  
Secretary

(CORPORATE SEAL)

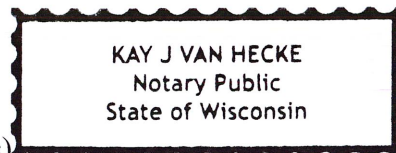
STATE OF: Wisconsin  
COUNTY OF: Milwaukee

The foregoing instrument was acknowledged before me by means of ☒ physical presence or ☐ online, this 11th day of September, 2023, by Andy Nunemaker, as President and Chief Executive Officer of Groupware Technologies Holdings, Inc., a Wisconsin profit corporation, in its capacity as Manager of Groupware Technologies, LLC, a Wisconsin Limited Liability Company, authorized to transact business in the State of Florida.

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 \_\_\_\_\_