

TOWN OF DUNDEE AGREEMENT ADDENDUM

This *Town of Dundee Agreement Addendum* (hereafter the “Addendum”) is agreed upon by the parties and appended to the *Revize Web Services Sales Agreement*, and any agreement, purchase, order, form, service, package and contract (hereafter collectively referred to as the “Contract Documents”), identified below by reference by title, between the **Town of Dundee**, a municipal corporation organized and existing under the laws of the State of Florida (hereafter the “Town”) and the following Vendor (hereafter collectively referred to as the “Parties”):

Name of Vendor: REVIZE, LLC
150 Kirts Blvd
Suite B
Troy, MI 48084

Name of Contract(s): Revize Web Services Sales Agreement
Enterprise Revize CMS License
Service Level Agreement

§ 1. Primacy of Addendum.

This Addendum contains specific terms and conditions that are applicable to purchases of goods and services made by the Town. Notwithstanding anything in the Contract Documents to the contrary, whether expressly made or determined to exist by implication, the terms of this Addendum shall be primary and shall control over any conflicting term, condition, duty, and implication found in the Contract Documents.

§ 2. Governing Law; Home Venue Privilege.

This Addendum and the Contract Documents (hereafter collectively referred to as the “Agreement”) between the Parties, are made in the Town of Dundee, County of Polk, State of Florida, and shall be governed solely by the internal laws of the State of Florida. The Parties agree that venue for any litigation, suit, action, counterclaim, or proceeding, whether at law or in equity, which arises out of, concerns, or relates to the Agreement, any and all transactions contemplated thereunder, the performance thereof, or the relationship created hereby, whether sounding in contract, tort, strict liability, or otherwise, shall lie exclusively in courts with geographic jurisdiction over Polk County, Florida, which, as of the effective date of the Agreement, are the County Court in and for Polk County, Florida, the Circuit Court of the Tenth Judicial Circuit in and for Polk County, Florida and the United States District Court for the Middle District of Florida. The Parties waive any objection to jurisdiction and venue in such courts.

§ 3. Financial Matters; Town Performance Subject to Appropriation; Applicability of the Florida Local Government Prompt Payment Act

(a) The Town’s obligation to perform under the Agreement and furnish payment to Vendor is expressly subject to appropriation of sufficient public funds by the Town Commission

of the Town of Dundee, Florida. In the event the Town Commission of the Town of Dundee, Florida fails to appropriate sufficient funds to satisfy the Town's payment obligations to Vendor of any kind or type, the Town or the Vendor may immediately terminate the Agreement and be released from any future responsibility or liability thereunder.

(b) The provisions of the *Local Government Prompt Payment Act*, §§ 218.70, *et seq.*, Florida Statutes (2024), are incorporated herein as if set forth in full, and shall control all payments made by the Town to the Vendor required by the Agreement. To the extent there is conflict between the text of the Agreement and the text of the *Local Government Prompt Payment Act*, the text of the *Local Government Prompt Payment Act* shall control.

§ 4. Public Records Compliance.

To the extent Vendor is deemed to be a "Contractor" for the Town pursuant to *Section 119.0701(1)(a) of the Florida Statutes (2024)*, Vendor agrees to:

- (a) Keep and maintain public records required by the Town to perform the service(s) in accordance with this Agreement.
- (b) Upon request from the Town's custodian of public records, provide the Town 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 of the Florida Statutes* or as otherwise provided by law.
- (c) Ensure that public records that are exempt or confidential and exempt from public records disclosure requirements are not disclosed except as authorized by law for the duration of the Agreement term and following completion of the Agreement and/or any amendment(s) issued hereunder if Vendor does not transfer the records to the Town.
- (d) Upon completion of the Agreement and/or any amendment(s) issued hereunder, transfer, at no cost, to the Town all public records in possession of Vendor or keep and maintain public records required by the Town to perform the service. If Vendor transfers all public records to the public agency upon completion of the Agreement and/or any amendment(s) issued hereunder, Vendor shall destroy any duplicate public records that are exempt or confidential and exempt from public records disclosure requirements. If Vendor keeps and maintains public records upon completion of the Agreement and/or any Amendment(s) issued hereunder, Vendor shall meet all applicable requirements for retaining public records. All records stored electronically must be provided to the Town, upon request from the Town's custodian of public records, in a format that is compatible with the information technology systems of the Town.

IF VENDOR HAS QUESTIONS REGARDING THE APPLICATION OF CHAPTER 119, FLORIDA STATUTES, TO VENDOR'S DUTY TO PROVIDE PUBLIC RECORDS RELATING TO THIS AGREEMENT,

CONTACT THE TOWN'S CUSTODIAN OF PUBLIC RECORDS, ERICA ANDERSON, AT 863-438-8330, eanderson@townofdundee.com, 202 E. MAIN STREET, DUNDEE, FLORIDA 33838.

If Vendor does not comply with a public records request, the Town shall enforce the Agreement and/or any amendment(s) issued hereunder which may include immediate termination of Agreement and/or any amendment(s) issued hereunder. **This Section shall survive the termination of this Agreement.**

§ 5. Sovereign Immunity; Limitations of Town 's Liability.

Town is a sovereign Florida municipal government. The Parties agree that nothing contained in the Agreement shall be construed to waive the Town 's sovereign immunity. With respect to the matter of compensation for work performed, or the price of goods sold, the Parties agree that the total liability of the Town to the Vendor shall not exceed the agreed-upon price established in the Agreement, or any related purchase order, subject to annual appropriation performance contingencies. For all other matters, the Parties agree that the total liability of the Town to the Vendor shall not exceed the limits of the Town 's liability as determined by the State of Florida's waiver of sovereign immunity as set forth in § 768.28(5) of the *Florida Statutes (2024)*, regardless of whether any such obligations are based in tort, contract, statute, strict liability, or negligence, product liability or otherwise. The Parties agree that the Town shall not be liable to the Vendor for any indirect, incidental, consequential, special, exemplary, or punitive damages of any kind or nature for any reason, including loss of profit, whether foreseeable or not, whether arising out of or resulting from nonperformance or breach of the Agreement, and whether any such claim is based in contract, common law, warranty, tort, strict liability, contribution, or otherwise.

§ 6. Vendor Acknowledgements. Subject to applicable Florida law, for purposes of the Agreement, Vendor acknowledges the following:

(a) *Convicted Vendor List.* A person or affiliate who has been placed on the State of Florida 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 a public entity; may not submit a bid on a contract with a public entity for the construction or repair of a public building or public work; may not submit bids on leases of real property to a public entity; may not be awarded or perform work as a contractor, supplier, subcontractor, or consultant under a contract with any public entity; and may not transact business with any public entity, in excess of \$35,000.00, for a period of thirty-six (36) months from the date of being placed on the Convicted Vendor List. Vendor acknowledges that it is not on the State of Florida Convicted Vendor List and that it is eligible to enter into the Agreement with the Town .

(b) *Scrutinized Companies.* Section 287.135 of the *Florida Statutes* states that a company is ineligible to, and may not, bid on, submit a proposal for, or enter into or renew a contract with the Town for goods or services in any amount if at the time of bidding on, submitting a proposal for, or entering into or renewing a contract if the company is on the *Scrutinized Companies that Boycott Israel List*, created pursuant to Section 215.4725 of the

Florida Statutes or is engaged in a boycott of Israel; or for One Million Dollars (\$1,000,000.00) or more if, at the time of bidding on submitting a proposal for, or entering into or renewing a contract, the company is on the *Scrutinized Companies with Activities in Sudan List*, the *Scrutinized Companies with Activities in the Iran Petroleum Energy Sector List*, created pursuant to *Section 215.473 of the Florida Statutes*, or is engaged in business operations in Cuba or Syria. By executing this Agreement, Vendor certifies that it does not and did not at any time participate in a boycott of Israel; that it is not on the *Scrutinized Companies that Boycott Israel List*, *Scrutinized Companies with Activities in Sudan List*, or the *Scrutinized Companies with Activities in the Iran Petroleum Energy Sector List*; and that it does not engage in business operations in Cuba or Syria. Vendor understands that a false certification may subject it to civil penalties, attorneys' fees and costs pursuant to *Section 287.135 of the Florida Statutes* and that the Town may terminate this Agreement at the Town's option if the Vendor is found to have submitted a false certification.

(c) *Public Entity Crimes; Convicted Vendor List.* A person or affiliate 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 a public entity, may not submit a bid on a contract with a public entity for construction or repair of a public building or public work, may not submit bids on leases of real property to public entity, may not be awarded or perform work as a contractor, supplier, subcontractor, or consultant under a contract with any public entity, and may not transact business with any public entity in excess of the threshold amount provided in *Section 287.017 of the Florida Statutes* for CATEGORY TWO for a period of 36 months from the date of being placed on the convicted vendor list. By executing this Agreement, Vendor certifies that it is not on the convicted vendor list.

(d) *Drug-Free Workplace.* By executing this Agreement, Vendor certifies that it has a drug-free workplace and has a substance abuse policy in accordance with and pursuant to *Section 440.102 of the Florida Statutes*.

(e) *E-Verify.* By entering into this Agreement, the Vendor becomes obligated to comply with the provisions of *Section 448.095(5)(a), Florida Statutes*, to register with and use the E-Verify system to verify the work authorization status of all new employees of the Vendor and any subcontractor hired by the Vendor. If the Vendor enters into a contract with a subcontractor, the subcontractor must provide the Vendor with an affidavit attesting that the subcontractor does not employ, contract with, or subcontract with, an unauthorized alien. Failure to comply will lead to termination of this Agreement, or if a subcontractor knowingly violates the statute, the subcontract must be terminated immediately. Any challenge to termination under this provision must be filed in the Circuit Court in and for Polk County, Florida, no later than 20 calendar days after the date of termination. If this Agreement is terminated for a violation of the statute by the Vendor, the Vendor may not be awarded a public contract for a period of 1 year after the date of termination.

(f) *No Consideration of Social, Political, and Ideological Interests.* Vendor acknowledges receipt of notice from the Town of the provisions of *Section 287.05701 of the Florida Statutes* which prohibits local governments from giving preference to a prospective contractor based on the prospective contractor's social, political or ideological interests or requesting documentation from, or considering, a prospective contractor's social, political, or

ideological interests when determining if the prospective contractor is a responsible vendor. Vendor affirms and agrees that the Town did not request any documentation about, or give any consideration to, the Vendor's social, political, or ideological interests in the award of this Agreement.

(g) *Contracting with Foreign Entities.* By executing this Agreement, Vendor certifies that it is not owned by the government of the People's Republic of China, the Russian Federation, the Islamic Republic of Iran, the Democratic People's Republic of Korea, the Republic of Cuba, the Venezuelan regime of Nicolás Maduro, or the Syrian Arab Republic (collectively "Foreign Countries of Concern"), nor is it owned by any agency of or any other entity of significant control of any such government. Further, Vendor certifies that no government of a Foreign Country of Concern has a "controlling interest" in Vendor as the term is defined in *Section 287.138(1)(a) of the Florida Statutes*, nor is the Vendor organized under the laws of a Foreign Country of Concern, nor does the Vendor have its principal place of business located in a Foreign Country of Concern. If this Agreement permits the Vendor to access the personal identifying information of any individual, Vendor agrees to notify the Town in advance of any contemplated transaction that would cause Vendor to be disqualified from such access under *Section 287.138 of the Florida Statutes*. Vendor agrees to furnish the Town with an affidavit signed by an officer or representative of the Vendor under penalty of perjury at any time and upon request that the statements in this paragraph are true and correct.

(h) *Human Trafficking Affidavit.* Developer shall be required to execute the *Human Trafficking Affidavit* attached hereto as **Exhibit "A"** simultaneously with and prior to providing the services hereunder.

* * * * *

§ 7. Force Majeure.

Delays in performance due to fire; flood; hurricane; tornado; earthquake; windstorm; unavailability of materials or equipment; war; declaration of hostilities; terrorist act; civil strife; strike; labor dispute; epidemic; pandemic; or act of God, shall be deemed events of "Force Majeure" and such delays shall be excused in the manner herein provided. If a Party is delayed in any work or performance pursuant to the Agreement due to the occurrence of an event of Force Majeure, the date for action required or contemplated by the Agreement shall be extended by the number of days equal to the number of days such party is delayed. The party seeking to be excused based on an event of Force Majeure shall give written notice of the delay indicating its anticipated duration. Each party shall use its best efforts to rectify any conditions causing the delay and will cooperate with the other party, except for the incurrence of unreasonable additional costs and expenses, to overcome any loss of time that has resulted.

§ 8. Notices.

All notices under the Agreement shall be in writing and may be given by any of the following methods: (1) personal delivery, (2) certified mail, postage prepaid, or (3) overnight delivery service, prepaid, when sent to the following:

THE TOWN:

Ken Cassel, Town Manager
Town of Dundee
Post Office Box 1000, Dundee, Florida 33838
Physical Address: 202 East Main Street, Dundee, Florida 33838

WITH COPY TO: (*which **shall not** constitute notice*)

Frederick J. Murphy, Jr., Town Attorney
Boswell & Dunlap, LLP
Post Office Drawer 30, Bartow, Florida 33831
Physical Address: 245 South Central Avenue, Bartow, Florida 33830

VENDOR:

Vendor's address for notices is specified above on Page 1.

For purposes of the Agreement, notice shall be deemed to have been received when either deposited in a United States Postal Service mailbox or personally delivered with signed proof of delivery, whichever is later in time.

§ 9. Compliance with Laws.

Vendor agrees to comply with any and all applicable statutes, laws, rules, regulations, charter provisions, ordinances and resolutions of general applicability of the United States of America, of the State of Florida, of Polk County, of Town of Dundee, and of any and all other public authority which may be applicable.

§ 10. Assignment by Vendor.

The Agreement shall not be assigned by the Vendor, or any successor thereto, without the prior written consent of the Town.

§ 11. Town's Express Disclaimer of Indemnification.

Notwithstanding anything in the Agreement to the contrary, the Town does not indemnify any Party to the Agreement (including, but not limited to, the Vendor and the Vendor's officers, directors, members, partners, employees, agents, consultants, and subcontractors of each and any of them) for any claims, costs, losses, and damages of any kind (including but not limited to fees of professionals, attorneys, and all court or other dispute resolution costs) for any reason. The Town disclaims any express or implied indemnification found in the Agreement and the Parties agree that all provisions in the Agreement, whether express or implied, that purport to be an indemnification of a Party by the Town are null, void, against public policy, and are unenforceable as a matter of law.

§ 12. Counterparts.

This Agreement may be executed in several counterparts, each constituting a duplicate original, but all such counterparts constitute one Agreement.

§ 13. Authorization.

The Parties represent and warrant to one another that all the necessary action(s) to execute this Agreement have occurred and that the parties possess the legal authority to enter into this Agreement and undertake all the obligations imposed herein.

§ 14. Calculation of Time.

The calculation of the number of days that have passed during any time period prescribed shall be based on Calendar Days (unless specified otherwise in this Agreement). Unless otherwise specified in this Agreement, the calculation of the number of days that have passed during any time period prescribed in or by this Agreement shall commence on the day immediately following the event triggering such time period. If the tolling of such a time period is not contingent upon an action or event, the calculation of the number of days that have passed during such time period prescribed in or by this Agreement shall commence on the day immediately following the Effective Date. For purposes of this Agreement, unless otherwise specified herein, the tolling of any such time period(s) shall be in Calendar Days. In the event any time period or deadline identified in this Agreement expires and/or falls on a Saturday, Sunday or Town recognized holiday, said expiration and/or deadline shall be automatically tolled until 5:00 pm on the next available Business Day which the Town is open for business to the public.

§ 15. Specific Modifications to Agreement.

Without limiting the effectiveness of any of the foregoing provisions in this Addendum, the following specific modifications are made to the text of the Agreement:

(a) The following sentence is added:

“Provided however, that nothing herein shall prevent or prohibit the Town from complying with any obligation imposed upon it by Florida law, to include by way of example and not of limitation, the duty to permit inspection and copying of public records pursuant to Article I, § 24 of the Florida Constitution and Chapter 119 of the Florida Statutes (2023).”

(b) The following sentence is added:

“Customer is a Florida local government and is exempt from the payment of taxes on instruments of municipal service. To the extent that a governmental entity or taxing authority properly levies Taxes on the Software, or Subscription Services, or on transactions made in connection with this Agreement, Accela shall pay any and all such Taxes lawfully imposed by any governmental entity or taxing authority and upon any amount due from the Customer

hereunder.”

The rest of this page left intentionally blank; signatures follow

IN WITNESS WHEREOF, the parties have set their hands hereto on the date indicated:

Vendor:

Sheniqua Martin

Witness

Sheniqua Martin

Print Name

[Signature]

Witness

Tameeka Latrice Wyndon

Print Name

State of Nevada

County of CLARK

The foregoing instrument is hereby acknowledged before me by means of ___ physical presence or ☒ online notarization this 10th day of October, 2025, by Akshaya Ray, as CEO of REVIZE, LLC, a Michigan limited liability company, on behalf of the company. He is personally known to me or has produced State Drivers License _____ as identification.

REVIZE, LLC

a Michigan limited liability company

By: Akshaya Ray

Name: Akshaya Ray

As Its: CEO

Date: 10/10/2025



Tameeka Latrice Wyndon
NOTARY PUBLIC
STATE OF NEVADA
Appt. No. 22-1646-01
Expires January 19, 2027

[Signature]

NOTARY PUBLIC

My Commission Expires 01/19/2027

Notarized remotely using audio-video communication technology via Proof.

Town of Dundee, Florida:

Executed this ____ day of _____, 2025

By: _____
Ken Cassel, Town Manager

Attest:

[____], Town Clerk

Approved as to Form and Legal Sufficiency:

Town Attorney