

MASTER CONTRACTOR/SERVICES AGREEMENT

THIS AGREEMENT (“Agreement”) is by and between the City of Delray Beach, a Florida municipal corporation (hereinafter referred to as “City”) whose address is 100 NW 1st Avenue, Delray Beach, FL 33444 and Carahsoft Technology Corp., a Maryland corporation authorized to do business in Florida (hereinafter referred to as “Contractor”), whose address is 11493 Sunset Hills Rd, Ste 100, Reston, VA 20190, this _____ day of _____ 2026.

WHEREAS, the City desires to purchase software solutions and services for labor costs benchmarking; and

WHEREAS, the City desires to procure these services from Contractor utilizing existing contract prices provided to Region 4 Education Service Center (“Region 4 ESC”), pursuant to RFP No. 24-03, Software Solutions and Services; and

WHEREAS, in accordance with RFP No. 24-03, Region 4 ESC entered into a three (3) year Agreement, Contract No. R240303, with Contractor for services effective January 1, 2025, with the option to renew for an additional term of up to two (2) years; and

WHEREAS, the City desires to procure software solutions and services from Contractor on the same terms, conditions, and pricing provided to Region 4 ESC pursuant to RFP No. 24-03, subject to the terms and conditions of this Agreement, the City’s Purchasing ordinance, and Florida law; and

NOW, THEREFORE, in consideration of the mutual promises contained herein and other good and valuable consideration of which the parties hereto acknowledge, the parties agree as follows:

1. The above recitals are true and correct and are incorporated herein by reference.
2. The Contractor shall provide software solutions and services for the City in accordance with and pursuant to the same terms, conditions, and pricing of Contract No. R240303 procured by Region 4 ESC in accordance with the Contractor’s Price Proposal Summary attached hereto as Exhibit “A”.
3. This Agreement shall terminate on December 31, 2027, unless Contract No. R240303 is renewed by Region 4 ESC. If Contract No. R240303 is renewed, this Agreement shall automatically renew.
4. The City, at its sole discretion reserves the right to terminate this Agreement with or without cause immediately upon providing written notice to Contractor. Upon receipt of such notice, the Contractor shall not incur any additional costs under the Agreement. The City shall be liable only for the reasonable costs incurred by Contractor prior to the date of the notice of termination. The City shall be the sole judge of “reasonable costs.”
5. The Contractor certifies that the price and rate represent the lowest price and rate for the products and services of any contract between the Contractor and any other governmental entity within the State of Florida.

6. The Contractor shall indemnify and hold harmless the City and its officers, employees, agents, and instrumentalities from any and all liability, losses or damages, including attorney's fees and costs of defense, which the City or its officers, employees, agents, or instrumentalities may incur as a result of claims, demands, suits, causes of actions, or proceedings of any kind or nature arising out of, relating to, or resulting from the performance of the agreement by the Contractor or its employees, agents, servants, partners, principals, or subcontractors. The Contractor shall pay all claims and losses in connection therewith, and shall investigate and defend all claims, suits, or actions of any kind or nature in the name of the City, where applicable, including appellate proceedings, and shall pay all costs, judgments, and attorney's fees which may be incurred thereon. The Contractor expressly understands and agrees that any insurance protection required by this Agreement or otherwise provided by the Contractor shall in no way limit the responsibility to indemnify, keep and save harmless, and defend the City or its officers, employees, agents, and instrumentalities as herein provided the obligations of this section shall survive the term of this Agreement.

7. Whenever either Party desires to give notice to the other, such notice must be in writing, sent by certified United States Mail, postage prepaid, return receipt requested, or sent by commercial express carrier with acknowledgement of delivery, or by hand delivery with a request for a written receipt of acknowledgment of delivery, addressed to the party for whom it is intended at the place last specified. The place for giving notice shall remain the same as set forth herein until changed in writing in the manner provided in this section. For the present, the Parties designate the following:

For CITY:

City of Delray Beach
100 N.W. 1st Avenue
Delray Beach, Florida 33444
Attn: City Manager

FOR CONTRACTOR:

Carahsoft Technology Corporation
11493 Sunset Hills Road, Suite 100
Reston, VA 20190
703-871-8500
Email: Sales@carahsoft.com
Attn: Jennifer Kanach

8. Neither this Agreement nor any right or interest herein shall be assigned, transferred, or encumbered without the written consent of the other Party.

9. This Agreement shall be construed in accordance with the City of Delray Beach's Code of Ordinances and the laws of the State of Florida. Any dispute relating to this Agreement shall only be filed in a court of competent jurisdiction in Palm Beach County, Florida, and each of the parties to this Agreement submits itself to the jurisdiction of such court. It is hereby understood and agreed that in the event any lawsuit in the judicial system, federal or state, is brought to enforce compliance with this contract or interpret same, or if any administrative proceeding is brought for the same purposes, each party shall pay their own attorney's fees and costs, including appellate fees and costs.

10. 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 OF DELRAY BEACH, CITY CLERK, 100 N.W. 1ST AVE., DELRAY BEACH FLORIDA. THE CITY CLERK'S OFFICE MAY BE CONTACTED BY PHONE AT 561-243-7050 OR VIA EMAIL AT CITYCLERK@MYDELRAYBEACH.COM.

- a. Contractor shall comply with public records laws, specifically to:
 - i. Keep and maintain public records required by the City to perform the service.
 - ii. 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 Florida Statute or as otherwise provided by law.
 - iii. 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 if the Contractor does not transfer the records to the City.
 - iv. 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 Agreement, 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.
 - v. If the Contractor does not comply with this section, the City shall enforce the contract provisions in accordance with the contract and may unilaterally cancel this contract in accordance with state law.

11. Contractor is aware that the Inspector General of Palm Beach County has the authority to investigate and audit matters relating to the negotiation and performance of this contract and may demand and obtain records and testimony from Contractor and its subcontractors and lower tier subcontractors. Contractor understands and agrees that in addition to all other remedies and consequences provided by law, the failure of Contractor or its subcontractors and lower tier subcontractors to fully cooperate with the Inspector General when requested may be deemed by the

City to be a material breach of this Agreement justifying its termination.

12. The continuation of this Agreement beyond the end of any fiscal year shall be subject to both the appropriation and the availability of funds in accordance with Florida law.

13. By entering into this Agreement, Contractor acknowledges its obligation to comply with the provisions of Section 448.095, Fla. Stat., "Employment Eligibility." Contractor affirms and represents it is registered with the E-Verify system, utilizing same, and will continue to utilize same as required by law. Compliance with this section includes, but is not limited to, utilization of the E-Verify System to verify the work authorization status of all newly hired employees and requiring all subcontractors to provide an affidavit attesting that the subcontractor does not employ, contract with, or subcontract with, an unauthorized alien. Failure to comply with this section will result in the termination of this Agreement, or if your subcontractor knowingly violates the statute, the subcontract must be terminated immediately. Any challenge to termination under this provision must be filed in the Circuit Court no later than 20 calendar days after the date of termination. If terminated for a violation of the statute by Contractor, the Contractor may be prohibited from conducting future business with the City or awarded a solicitation or contract for a period of 1 year after the date of termination. All costs incurred to initiate and sustain the aforementioned programs shall be the responsibility of the Contractor.

14. Pursuant to Section 287.134, Florida Statutes, an entity or affiliate who has been placed on the discriminatory vendor list may not submit a bid, proposal, or reply on a contract to provide any goods or services to a public entity; may not submit a bid, proposal, or reply on a contract with a public entity for the construction or repair of a public building or public work; may not submit bids, proposals, or replies on leases of real property to a public entity; may not be awarded or perform work as a contractor, supplier, subcontractor, or consultant under a contract with any public entity; and may not transact business with any public entity. By execution of this Agreement, Contractor represents that it has not been placed on the discriminatory vendor list as provided in Section 287.134, Florida Statutes.

15. Pursuant to Section 287.135, Contractor is ineligible to enter into, or renew, this Agreement if Contractor is on the Scrutinized Companies that Boycott Israel List (as identified in Section 215.4725, Florida Statutes), or is engaged in a boycott of Israel.

- a. By entering into this Agreement, Contractor certifies that Contractor is not on the Scrutinized Companies that Boycott Israel List, and that Contractor is not engaged in a boycott of Israel.
- b. Contractor shall notify the City if, at any time during the term of this Agreement, Contractor is placed on the Scrutinized Companies that Boycott Israel List, or that Contractor is engaged in a boycott of Israel. Such notification shall be in writing and provided by Contractor to the City within ten (10) days of the date of such occurrence.
- c. In the event the City determines, using credible information available to the public, that Contractor has submitted a false certification or Contractor is found to have been placed on the Scrutinized Companies that Boycott Israel List or engaged in a boycott of Israel, the City may, in its sole discretion, terminate this Agreement and seek a civil penalty, and other

damages and relief, against Contractor, pursuant to Section 287.135, Florida Statutes. In addition, the City may pursue any and all other legal remedies against Contractor.

- d. Contractor shall not seek damages, fees, or costs against the City in the event the City terminates the Agreement pursuant to this provision.

16. By its execution of this Agreement, Contractor acknowledges that it has been informed by City of, and is in compliance with the terms of Section 287.133(2)(a) of the Florida Statutes which read as follows:

"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, proposal, or reply on a contract to provide any goods or services to a public entity; may not submit a bid, proposal, or reply on a contract with a public entity for the construction or repair of a public building or public work; may not submit bids, proposals, or replies on leases of real property to a public entity, may not be awarded or perform work as a contractor, supplier, subcontractor, or consultant under a contract with any public entity; and may not transact business with any public entity in excess of the threshold amount provided in s. 287.017 for CATEGORY TWO for a period of 36 months following the date of being placed on the convicted vendor list."

17. The Contractor and its services under this Agreement must comply with all applicable federal, state, and local laws, codes, ordinances, rules, and regulations including, without limitation, American with Disabilities Act, 42 U.S.C. § 12101, Section 504 of the Rehabilitation Act of 1973, and any related federal, state, or local laws, rules, and regulations. The Contractor agrees to provide to the City all necessary certifications required by any federal, state, and local laws, ordinances, codes, rules and regulations. The Contractor's obligations under this Section shall survive termination, cancellation or expiration of this Agreement.

18. Pursuant to Fla. Stat. §286.101(3), where the amount of the Agreement is \$100,000.00 or more, Contractor shall disclose any current or prior interest of, any contract with, or any grant or gift received from a country of foreign concern with a value of \$50,000 or more that was received or in force during the previous five (5) years. Definitions, disclosure requirements and exceptions are found in Fla. Stat. §268.101. Contractor represents and warrants it has complied with Fla. Stat. §286.101, it has properly disclosed such interests, contracts, grants or gifts to the City before execution of this Agreement, and it will remain in compliance with Fla. Stat. §286.101 for the duration of this Agreement.

19. Section 287.138, Florida Statutes, prohibits the City from entering into a contract which would give access to an individual's personal identifying information with an entity with; a Controlling Interest (as that term is defined in sub-section 287.138(1)(a)), or full ownership, held by a Foreign Country of Concern (as that term is defined in sub-section 287.138(1)(c)), or with a principal place of business in a Foreign Country of Concern, unless the entity provides the City with an affidavit signed by an officer or representative of the entity under penalty of perjury attesting that the entity does not meet any of the criteria in paragraphs (2)(a)-(c) of the statute. Upon submitting its Work Order,

Contractor shall certify compliance with section 287.138, Florida Statutes, by executing the Proposer Certification regarding Entities of Foreign Countries of Concern, which is included in Attachment 2. The City reserves the right to terminate any agreement in which a CONTRACTOR provides a false certification or otherwise violates Section 287.138, Florida Statutes.

20. Contractor has fully complied with Florida Statute §787.06(13), which requires all nongovernmental entities executing, renewing, or extending a contract with a governmental entity to provide an affidavit signed by an officer or representative of the nongovernmental entity under penalty of perjury that the nongovernmental entity does not use coercion for labor or services as defined in that statute as evidenced by affidavit provided to the City.

21. Contractor shall provide insurance in accordance with Exhibit “B” attached hereto.

22. The documents listed below are a part of this Agreement and are hereby incorporated by reference. In the event of inconsistency between the documents, unless otherwise provided herein, the terms of the following documents will govern in the following order of precedence:

- a. Terms and conditions as contained in this Agreement.
- b. Terms and conditions as contained in the Software Service General terms and Conditions.
- c. Terms and conditions of Contract No. R24030.
- d. Contractor’s response to RFP No. 24-03 and any subsequent information submitted by Contractor during the evaluation and negotiation process.

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IN WITNESS WHEREOF, the City and Contractor executed this contract as of the day and year first above written.

ATTEST:

CITY OF DELRAY BEACH, FLORIDA

By: _____
Alexis Givings, City Clerk

Thomas F. Carney, Jr., Mayor

APPROVED AS TO FORM AND
LEGAL SUFFICIENCY:

By: _____
Lynn Gelin, City Attorney

CARAHSOFT TECHNOLOGY CORPORATION

By: _____

Print Name: _____

Title: _____

(SEAL)

STATE OF _____
COUNTY OF _____

The foregoing instrument was acknowledged before me by means of physical presence or online notarization, this ____ day of _____, 20__, by _____ (name of person), as _____ (type of authority) for _____ (name of party on behalf of whom instrument was executed).

Personally known ___ OR Produced Identification ___
Type of Identification Produced _____

Notary Public – State of _____

SOFTWARE SERVICE GENERAL TERMS AND CONDITIONS

These Software Service General Terms and Conditions are entered into by and between Carahsoft Technology Corp (“Carahsoft”) and Delray Beach, FL, the entity executing the applicable SOW (“Customer”), and governs Customer's use of the Software Service, and if applicable Professional Services. The terms and conditions of this Agreement will be binding on the parties by mutual execution of the applicable SOW which includes reference to this Agreement and as of the effective date of such SOW. GovInvest, Inc. d.b.a. TrueComp (“Company”) will be providing the work on behalf of Carahsoft to the Customer.

1. DEFINITIONS

- a. **"Agreement"** means collectively, this Statement of Work, any Exhibits, and each Quote.
- b. **"Authorized User"** means an employee or contractor of Customer that Customer has registered to access and use the Software Service.
- c. **"Confidential Information"** means any business or technical information disclosed by one party to the other party, provided that it is identified as confidential at the time of disclosure or that under the circumstances, a person exercising reasonable business judgment would understand it to be confidential or proprietary.
- d. **"Customer Data"** means the data and information input or uploaded into the Software Service by the Customer or its Authorized Users.
- e. **"Fees"** means the fee Company charges to Customer for the Software Service or Professional Services as detailed in each Quote or SOW.
- f. **"Quote"** means the document that is signed between both parties, and that identifies the Software Service that Customer has contracted to use.
- g. **"Professional Services"** means any consulting, development, customization, configuration, training or other professional services that Company agrees to provide or have provided to Customer pursuant to an agreed SOW.
- h. **"Intellectual Property Rights"** means patent rights (including, without limitation, patent applications and disclosures), copyrights, trade secrets, moral rights, know-how, and any other intellectual property rights recognized in any country or jurisdiction.
- i. **"Software Service"** means the Internet based software-as-a-service offering from Company that Customer contracts with Company to access and use pursuant to an SOW.
- j. **"SOW"** a statement of work document that is signed by both parties and describes Professional Services to be provided by Company to the Customer and the fees to be paid for such services.

2. SERVICES

- a. **Services.** Subject to the terms of this Agreement, Company grants Customer a limited, non-exclusive, non-transferrable right to access and use the Software Service set forth in the SOW during the Subscription Term solely for Customer's own business purposes. Subject to a fully executed SOW, Company will provide Professional Services.
- b. **Support.** Subject to the terms of this Agreement, Company will provide Customer with reasonable technical support services in accordance with the terms set forth in Exhibit A.

3. RESTRICTIONS AND RESPONSIBILITIES

- a. **Restrictions.** Customer will not, directly or indirectly; reverse engineer, decompile, disassemble or otherwise attempt to discover the source code, object code or underlying structure, ideas, know-how or algorithms relevant to the Software Service or any software, documentation or data related to or used to provide the Software Service, and modify, translate, or create derivative works based on the Software Service or any Software Service nor use the Software Service for timesharing or service bureau purposes or otherwise for the benefit of a third party or remove any proprietary notices or labels. Further, Customer shall not export or re-export, either directly or indirectly, the Software Service or any copies thereof in such manner as to violate the export laws and regulations of the United States or any other applicable jurisdiction in effect from time to time (including, without limitation, when such export or re-export requires an export license or other governmental approval without first obtaining such license or approval). Without limiting the foregoing, Customer shall not permit any third parties to access or use the Software Service in violation of any United States export embargo, prohibition, or restriction. Customer shall be responsible for obtaining and maintaining any equipment and

ancillary services needed to connect to, access or otherwise use the Software Service (collectively, "Equipment"). Customer shall also be responsible for maintaining the security of the Equipment, Customer account, passwords (including but not limited to administrative and Authorized User passwords) and files, and for all uses of Customer account or the Equipment with or without Customer's knowledge or consent.

- b. **Usage Data.** Company may collect, use and disclose quantitative data and information related to the performance of a Software Service, for industry analysis, benchmarking, analytics, research and development, marketing and other business purposes ("Usage Data"). If Company discloses Usage Data, such will be de-identified and aggregated.

4. CONFIDENTIALITY

- a. **Use and Nondisclosure.** A receiving party will not use the disclosing party's Confidential Information except as necessary under this Agreement and will not disclose Confidential Information to any third party except to those of its employees and contractors who have a business need to know such Confidential Information; provided that each such employee and contractor is bound to confidentiality restrictions at least as restrictive as the terms set forth in this Agreement. Each receiving party will protect the disclosing party's Confidential Information from unauthorized use and disclosure using efforts equivalent to the efforts that the receiving party uses with respect to its own confidential information and in no event less than a reasonable standard of care. The obligations and restrictions set forth in Section 3(a) will not apply to any information that: (i) is or becomes generally known to the public through no fault of or breach of this Agreement by the receiving party; (ii) is rightfully known by the receiving party at the time of disclosure; (iii) is independently developed. The provisions of this Section 4(a) will remain in effect during the Term and for a period of five (5) years after the expiration or termination thereof, except with regard to trade secrets of the disclosing party, which will be held in confidence for as long as such information remains a trade secret.
- b. **Required Disclosure.** The provisions of this Section 4 will not restrict either party from disclosing the other party's Confidential Information: (i) pursuant to the order or requirement of a court, administrative agency, or other governmental body; provided that to the extent legally permitted, the party required to make such a disclosure gives reasonable notice to the other party to enable it to contest such order or requirement or limit the scope of such request; (ii) on a confidential basis to its legal or professional financial advisors; (iii) as required under applicable securities regulations.
- c. **Injunctive Relief.** The receiving party acknowledges that disclosure of Confidential Information could cause substantial harm for which damages alone may not be a sufficient remedy, and therefore that upon any such disclosure by the receiving party, the disclosing party will be entitled to seek appropriate equitable relief in addition to whatever other remedies it might have at law.

5. PROPRIETARY RIGHTS

- a. Customer owns and retains: (i) the Customer Data; (ii) Customer's name, logo and other trademarks; and (iii) all Intellectual Property Rights in and to any of the foregoing.
- b. Company owns and retains: (i) the Software Service, and all improvements, enhancements or modifications made by any party; (ii) the Usage Data, and any feedback or suggestions provided by Customer or Authorized Users regarding the Software Service; (iii) any software, applications, inventions or other technology developed by Company in connection with providing the Software Service; (iv) Company's name, logo, and other trademarks; and (v) all Intellectual Property Rights in and to any of the foregoing.

6. PAYMENT OF FEES

- a. **Fees.** Customer will pay Carahsoft the Fees in accordance with the terms set forth in the applicable Quote or SOW. If any amounts payable by Customer are still outstanding more than thirty (30) days after Customer receives notice of non-payment, Carahsoft will be entitled, in its sole discretion, to withhold performance and discontinue Customer's access to the Software Service until all undisputed amounts past due are paid in full.
- b. If Company incurs other fees mandated by Customer, Customer agrees to reimburse Carahsoft for said costs.

7. TERM AND TERMINATION

- a. **Term.** This Agreement will commence on the Effective Date and continue for the period specified in the SOW (the "Term"), unless terminated earlier as provided in this Agreement.

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- b. **Termination for Cause.** Either party may terminate this Agreement upon written notice if the other party breaches any material terms of this Agreement and fails to correct the breach within thirty (30) days following written notice from the non-breaching party specifying the breach.
 - c. **Rights and Obligations Upon Expiration or Termination.** Upon expiration or termination of this Agreement, Customer's and Authorized Users' right to access and use the Software Service will immediately terminate and each will immediately cease all use of the Software Service.
 - d. **Survival.** The rights and obligations of Company and Customer contained in Sections 3(c) (Usage Data), 4 (Confidentiality), 5 (Proprietary Rights), 5 (Confidentiality), 7(c) (Rights and Obligations Upon Expiration or Termination), 7(d) (Survival), 8 (Indemnification), 10 (Limitation of Liability), 11 (General), and any provisions which by their terms extend beyond expiration or termination or which are necessary to interpret the respective rights and obligations of the parties hereunder will survive any expiration or termination of this Agreement.

8. REPRESENTATIONS AND WARRANTIES

- a. **Representations.** Each party represents that it has validly entered into the Agreement and has the legal power to do so.
- b. **Software Service Warranties.** Company warrants during the Term (i) that the Software Service will materially conform to the description set forth in this Agreement and the applicable SOW, and (ii) Company will not materially decrease the overall functionality of a Software Service except to the extent functions become obsolete. These warranties will not apply to the extent any non-conformity results from a modification of a Software Service that is not made by Company or its subcontractor, or to the extent arising from the interoperation of a Software Service with software or other technology not provided by Company.
- c. **Remedies.** Customer must report a non-conformance with the foregoing warranty to Company in writing within 10 business days after the last day of the month in which the non-conformance occurred. If Customer reports the non-conformance, Company will exercise reasonable efforts to correct it. If Company is unable to correct a non-conformance within 60 days after receiving Customer's written warranty claim, upon receiving a written termination and refund request from Customer, Company will terminate Customer's the affected Software Service and, refund any prepaid subscription Fees covering that part of the applicable Term remaining after the effective date of termination. **This Section 8(c) states Customer's exclusive warranties and remedies (and Company's sole liability) in connection with the performance of a Software Service.**
- d. **Professional Service Warranty.** Company warrants for a period of 90 days following the completion of a Professional Service that the Professional Service was performed with a reasonable level of care and skill and the requirements of the Agreement, including the applicable SOW.
- e. **Remedies.** Customer must report a non-conformance with the foregoing warranty to Company in writing within 90 days after completion of the non-conforming Professional Service. If Customer reports the non-conformance, Company will exercise reasonable efforts to re-perform the Professional Service in conformance with the warranty. If Company is unable to re-perform the Professional Service in conformance with the warranty within 60 days after receiving Customer's written warranty claim, upon receiving a written termination and refund request from Customer, Carahsoft will terminate the applicable SOW and refund any Fees Customer paid for the non-conforming Professional Services. **This Section 8(e) states Customer's exclusive warranties and remedies (and Company's sole liability) in connection with the performance of a Professional Service.**
- f. **Third-Party Items.** Certain commercial third-party software products, hardware products, and services ("**Third-Party Items**") are contained in or used to deliver the Software Service. Customer accepts these Third-Party Supplier Terms by using the Software Service. Third-Party Items are provided to Customer "**AS IS**" and Company makes no warranties and will have no liability for Third-Party Items whatsoever.
- g. **Disclaimers.** Except as expressly provided in this Section 8, neither party makes any warranty of any kind, whether express, implied, statutory or otherwise, and to the maximum extent permitted by applicable law each party specifically disclaims all implied warranties, including any implied warranties of merchantability, accuracy, fitness for a particular purpose, title or non-infringement. Without limiting the generality of the foregoing, Company does

not warrant that any Software Service will meet your requirements or operate without interruption or error. Each party disclaims all liability and indemnification obligations for any harm or damages caused by any third-party hosting providers.

9. INDEMNITY

10. MISCELLANEOUS

If any provision of this Agreement is found to be unenforceable or invalid, that provision will be limited or eliminated to the minimum extent necessary so that this Agreement will otherwise remain in full force and effect and enforceable. This Agreement is not assignable, transferable or sublicensable by Customer except with Company's prior written consent. Company may not transfer or assign any of its rights and obligations under this Agreement without Customer's prior written consent. The provisions of the Agreement are only for reliance upon and the benefit of Customer and Company and its licensors and confer no rights or remedies on any other person or entity. All waivers and modifications in this Agreement must be in a writing signed by both parties, except as otherwise provided herein. No agency, partnership, joint venture, or employment is created as a result of this Agreement and Customer does not have any authority of any kind to bind Company in any respect whatsoever.

Exhibit A Service Terms

The Software Service will be available 99% of the time, measured monthly, excluding holidays and weekends and scheduled maintenance. If Customer requests maintenance during these hours, any uptime or downtime calculation will exclude periods affected by such maintenance. Further, any downtime resulting from outages of third-party connections or utilities or other reasons beyond Company's control will also be excluded from any such calculation. Customer's sole and exclusive remedy, and Company's entire liability, in connection with Service availability shall be that for each period of downtime lasting longer than 12 hours, Carahsoft/Company will credit Customer 1% of the Software Service Fees for each period of 30 or more consecutive minutes of downtime; provided that no more than one such credit will accrue per day. Downtime will begin to accrue as soon as Customer (with notice to Company) recognizes and reports that downtime is taking place, and continues until the availability of the Services is restored. In order to receive downtime credit, Customer must notify Company in writing within 12 hours from the time of downtime, and failure to provide such notice will forfeit the right to receive downtime credit. Such credits may not be redeemed for cash and shall not be cumulative beyond a total of credits for one (1) week of Software Service Fees in any one (1) calendar month in any event. Company will only apply a credit to the month in which the incident occurred.

Company will provide Technical Support to Customer via both telephone and electronic mail on weekdays during the hours of 9:00 a.m. through 5:00 p.m. Pacific Standard Time, with the exclusion of Federal Holidays ("Support Hours").

Customer may initiate a help desk ticket during Support Hours by calling 310-371-7106 or any time by emailing support@TrueComp.com.

Company will use commercially reasonable efforts to respond to all help desk tickets within one (1) business day.

**Exhibit B
SOW**

Customer Name: Delray Beach, FL	Subscription Start Date: Labor Costing: 04/01/2026 Benchmarking: 10/01/2026
Billing Address: 100 NW 1 st Ave. Delray Beach, FL	Subscription End Date: Labor Costing: 03/31/2029 Benchmarking: 09/30/2029
Billing Email: dachowitzh@mydelraybeach.com	Initial Term: 36 months
PO:	Account Executive: Garrett Kaplan
Payment Terms: Net 30 Billing commences on subscription start date	Offer Valid Until: 03/31/2026

Quantity	Description	SKU	Commercial List Price	Customer Price	
1	TrueComp Labor Costing software for up to 1,000 employees	LaborCosting-Medium	\$45,000.00	\$35,000.00	
1	Truecomp's Benchmarking software. This module contains a package of Labor Market Agencies to benchmark against and contains base salary and benefits. Up to 250 classifications	BenchmarkingBase-Medium	\$27,500.00 \$27,500.00	\$25,000.00 \$25,000.00	\$22,727.27

Additional Terms

Prices shown above do not include any taxes that may apply. Any such taxes are the responsibility of Customer. Any applicable taxes will be determined based on the laws and regulations of the taxing authority(ies) governing the Billing Address provided by Customer on this SOW.

Carahsoft/Company reserves the right to update its official price book at any time. Any such updates will be communicated through Carahsoft's standard pricing update process and shall apply to new purchases and renewals following the effective date of the updated price book. Pricing changes will not affect any active subscriptions or agreements already in effect unless otherwise specified in the applicable order or contract amendment.

This SOW is entered into as of the date of last signature below (the "Effective Date") by and between Carahsoft and Customer. The SOW is governed by and incorporates by reference the Software Service Terms and Conditions on the date hereof (the "Agreement"). Capitalized terms not defined herein will have the meaning ascribed to them under the Agreement. The parties have caused this SOW to be signed as of the Effective Date by their duly authorized representatives.

Company will use compensation information, comparator data, census data, union plan provisions, and/or other information sources accessed via public records and/or provided directly by government agencies to develop the data set for Customer. Benchmarking clients will provide compensation information to Company periodically as requested but no more than twice annually. Company will rely on this information without audit.



Delray Beach, FL		Carahsoft Technology Corporation	
Name		Name	
Title		Title	
Signature		Signature	
Date		Date	

Statement of Work (SOW)

Executive Summary

Delray Beach, FL ("Client") has engaged Carahsoft Technology Corporation ("Carahsoft") and GovInvest, Inc. d.b.a TrueComp ("Company") to deliver Labor Costing and associated support services ("Services").

Service Description

Company will provide the following Services to the Client.

- An online software platform for calculating labor related expenses for budgeting and union contract negotiation. The platform provides the ability to:
 - upload salary schedule and compensation bands.
 - model costs (e.g., COLAs, special pays, pension, healthcare, and taxes).
 - configure and change costs on the fly and compare against a baseline.
 - run turn-key cost scenarios that can be compared side-by-side.
 - filter proposal results by sub-groups for demographic reporting.
- Devoted software implementation specialist(s) to support Client on the following:
 - Configuration, validation, and training of the software.
 - Data file collection for populating the platform.
 - Ongoing support to the Client's identified stakeholders.

In Scope

The following services are in scope for the statement of work.

- Labor Costing for Delray Beach, FL to include all Bargaining Units along with Unrepresented Group(s).
-

Deliverables

The following deliverables will be provided to the Client as digital documents or as accessible online services and documents.

- One Agencywide Project that covers all Bargaining Units including unrepresented group(s).
-

Project-Specific Client Responsibilities

Company is counting on Client to provide the following:

- Labor Costing
 - An outline of costs that are to be modeled for each labor contract using the labor costing module and provide commensurate individual or aggregate data to be able to model each cost.
 -
 - Client to provide superuser(s) to be trained and utilize the labor costing module to perform "what-if" scenario analysis.
-

Out of Scope

Any services not explicitly listed above as "In Scope" shall be considered out of scope for this project. Notably, the areas that are out of scope for this project include, but are not limited to, the following list. If any of these items are required for your organization, they can be scoped separately.

- Labor Costing
 - Company's creation of project(s) beyond those noted in Section 2.1
 - Updating model(s) more than once annually to move the baseline scenarios to the next fiscal year.
 - Preparing documentation to be shared with the unions on scenario costs.
 - Having Company staff perform standard "what-if" scenarios after internal Client staff have been trained on the platform.
-

Project Milestones & Duration

Project duration is defined as the entire time taken to complete the project, based on the resources allocated.

Labor Costing

The estimated project duration is 3 - 5 months from project kickoff to completion of agencywide project. Subsequent project deliveries to be planned between Company Implementation Lead and Client Project Sponsor after delivery of the first project. Project duration is subject to the Client providing the benefits template and census data as outlined in the project management timing agreed upon in the project Kickoff meeting.

Milestone	Expected Duration	Target Date
Kickoff meeting	< 1 week	Apr 01, 2026
Data collection	3 - 4 weeks	To be set at Kickoff Meeting
Initial Project Configuration	2 - 3 weeks	To be set at Kickoff Meeting
Initial Validation	< 1 week	To be set at Kickoff Meeting
Final Project Setup	3 - 4 weeks	To be set at Kickoff Meeting
Final Validation	1 - 2 weeks	To be set at Kickoff Meeting
Training	< 1 week	To be set at Kickoff Meeting
Go-live meeting	< 1 week	To be set at Kickoff Meeting

Project

Management

Company to provide the following project managements services:

- Manage project scope and schedule with Client per this Statement of Work.
- Responsibilities include but are not limited to resource management, status updates, risk management and mitigation strategies.
- Develop and execute change requests as necessary to account for changes in project scope, schedule, and or cost as needed.

Resources and Skills

Client will provide staff resources to lead implementation work for this project. These resources will participate and be responsible for all required steps associated with implementation of this project. The Company staff member leading the implementation of each platform module will be identified during the project Kickoff meeting with the Client.

The Company resources are responsible for the overall execution of the project, including: Analysis, data collection, configuration, build, test, validation, monitoring progress against schedule, acting as the interface between the broader Company team and Client, and scheduling project meetings.

Project Location

Company will provide resources for all steps of the project via Microsoft Teams or similar web conferencing service.

Project Acceptance

On completion of the implementation project, Company will send a Project Acceptance Email indicating completion and requesting client's confirmation of completion. The Project Acceptance email will be sent to the person specified during the project Kickoff meeting if other than the Client's project Sponsor. Client's positive response to the Project Acceptance Email signifies Client's final acceptance of the work and agreement that all Deliverables have been completed in accordance with the SOW. If the Client does not accept the Deliverables, then Client shall respond via email within fifteen calendar days following the send date of the Project Acceptance Email and state specifically which Deliverables were not Final Accepted and why. A Company representative will follow up within 5 days and work with the Client to address specified shortcomings.

If Client does not respond to the Project Acceptance Email within fifteen calendar days after the date it is sent, Client shall be deemed to have accepted the Deliverables, and consequently, the remainder of the Services, and Carahsoft will invoice the Client for the remainder of the price due to Carahsoft, if any.

Assumptions

The project scope and associated price quoted within this Statement of Work are based on the following assumptions. Should any element(s) of these assumptions be lacking during execution of services, additional time and associated fees and expenses may be required to complete this Statement of Work.

1. Minimum lead time for scheduling project kickoff meeting is fifteen (15) business days from our receipt of the signed SOW or fifteen (15) business days from the confirmed start date between Company and Client; whichever date is later. Should you require more aggressive scheduling, please contact Company to determine availability.
2. Client is responsible for providing a resource or resources focused on this project and the extent of the knowledge transfer is dependent upon the availability of these resources. A maximum of two hours of dedicated knowledge transfer at the project's conclusion will be provided unless otherwise noted within this Statement of Work.
3. Company is not responsible for delays caused by systems, personnel, or environmental causes, outside of its control, or in receiving data from Client.
4. Any restrictions or requirements regarding the Company consultants' use of personal equipment must be stated in advance of the commencement of the project.
5. All hardware and/or software and licensing required to perform the above services will be provided by and is the responsibility of Client. All wiring, hardware, and software required to perform the above services are in working order.
6. All parties agree that personnel shall not be asked to perform, nor volunteer to perform, engineering and/or consulting tasks that lie outside the skill sets and experience of personnel. Personnel have the right to decline on a service request if the request falls outside the scope of their experience and expertise.
7. Project activity will be scheduled during the hours of 8:00 AM to 5:00 PM Company Lead local time. Any work performed outside these hours must be previously agreed upon by both parties.
8. All documentation will be delivered within fifteen (15) business days after the completion of the in-scope tasks or phases of the project. A standard document template will be utilized for this service delivery.

Client Responsibilities

Both Client and Company are responsible for the successful execution of this engagement. Prior to the start of this SOW, Client will indicate to Company in writing a person to be the point of contact. All project communications will be addressed to such point of contact (the "Client Contact"). The Client Contact is responsible for the following:

1. Performing a full working backup prior to the commencement of services as Company is not responsible for lost data.
2. Ensuring all related information and communication regarding this project is done through the Project Manager as expeditiously as possible.
3. Managing change request communications on behalf of the Client team.
4. Making the necessary administrative usernames and passwords available to Company if required for the successful completion of project.
5. Providing detailed and accurate information regarding their current network environment if required for the successful completion of project. This information will include the technical configuration of the domain environment.
6. Providing the necessary workspace and network access to provide the above services.
7. Providing access to building(s) and room(s) if required for the successful completion of project.
8. Obtaining and provide project requirements, information, data, decisions and approvals within one working day of the request, unless both parties agree to a different response time.
9. Ensuring that project personnel have reasonable and safe access to the project site and adequate office space, if required.
10. Providing technical points-of-contact, who have a working knowledge of the enterprise components to be considered during this project ("Technical Contacts"). Company may request that meetings be scheduled with Technical Contacts.

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11. Informing Company of all access issues and security measures and providing access to all necessary hardware and facilities as required.
 12. Having the authority to resolve conflicting requirements.
 13. Helping resolve project issues and ensuring that issues are brought to the attention of the appropriate persons within the Company organization, if required.

Dependent upon the implemented module(s), client will provide certain individual resources for this project effort as determined by the Company Project Lead. These resources will participate in all required steps and will be fully or partially responsible for tasks and deliverables where appropriate.

Company Responsibilities

Company shall provide the Services and the Company Work Product during the term of this engagement in accordance with this SOW and these terms and conditions.

1. Company will provide all resources, facilities, management, labor, expertise, skills, tools, and equipment necessary for the performance of its obligations under this SOW.
2. Without limiting the foregoing, Company shall:
 - a. keep the Client Contact and Client Participants advised of the progress of the project and the status of the Deliverables;
 - b. permit any designated representative of Client to periodically review the work of Company personnel performing Services and preparing Deliverables;
 - c. perform the Services in a timely manner and provide the Deliverables in accordance with this Statement of Work; and
 - d. keep accurate records of work performed on this Statement of Work, evidence of which Company shall provide to Client upon Client's request.

Change Control Process

The "Change Control Process" is that process which shall govern changes to the scope, schedule, or price of the Project during the life of the Project. The Change Control Process will apply to new components and to enhancements of existing components. The Change Control Process will commence at the start of the Project and will continue throughout the Project's duration until Project Go-Live.

Under the Change Control Process, a "Change Request" email will be the vehicle for communicating any desired changes to the Project. It will describe the proposed change; the reason for the change; and the effect the change may have on the Project. The Project Manager of the requesting party will submit a written Change Request to the Project Manager for the other parties.

Carahsoft, Company and Client will review the change request. All parties must agree to the Change Request in writing to authorize its implementation.

Project Initiation Process

Upon receipt of a signed SOW, planning for the project will commence. A key step in the planning process is the Kickoff Meeting with Client's Team.

In the Kickoff Meeting, the contents of the SOW will be reviewed. This is an opportunity for Client's team(s) involved with the project to understand the Project's goals, tasks, deliverables, and timelines.

Upon completion of the Kickoff Meeting, minutes of the Kickoff Meeting, based on discuss during the meeting, will be distributed to Client. Any changes to the project will be documented in these minutes. If a Change Orders is necessary due to scope-of-work changes discussed during the Kickoff Meeting as compared to the scope of work noted in this document, the Change Order at process will be initiated after the Kick-off Meeting.

Terms and Conditions

This statement of work (SOW) is subject to and governed by the terms of the Software Service General Terms and Conditions (the "Agreement"). In the event any terms and conditions of this SOW conflict with the Agreement, this SOW will control for the purposes of the Services to be delivered. All terms defined in the Agreement and used herein will have the same meaning as set for in the Agreement.

Confidential

The information in this document shall not be duplicated, used, or disclosed in whole or in part outside Company's organization. If a contract is awarded to Company as a result of or in connection with the submission of this document, Company shall have the right to duplicate, use, or disclose the information within its organization to the extent provided by the contract between Company and Client. This restriction does not limit Company's right to use information contained in this document if it is obtained from another source without restriction.

SOW Acceptance

The project Terms and Conditions are as outlined in this document. Once fully executed, this document will become the Statement of Work for the Services defined in this document. Client's and Carahsoft's signature below authorizes Company to begin the Services described above.

Delray Beach, FL		Carahsoft Technology Corporation	
Name		Name	
Title		Title	
Signature		Signature	
Date		Date	

SoW Reviewed: _____