

CONTRACT, LEASE, AGREEMENT CONTROL FORM

Date: 09/17/2021

Contract/Lease Control #: C07-1502-TDD

Procurement#: NA

Contract/Lease Type: AGREEMENT

Award To/Lessee: UNGERBOECK SYSTEMS INTERNATIONAL, INC., USI

Owner/Lessor: OKALOOSA COUNTY

Effective Date: 10/01/2021

Expiration Date: 09/30/2022

Description of: CONFERENCE CENTER EBMS SOFTWARE AGREEMENT

Department: TDD

Department Monitor: ADAMS

Monitor's Telephone #: 850-609-3897

Monitor's FAX # or E-mail: JADAMS@MYOKALOOSA.COM

Closed:

Cc: BCC RECORDS

**PROCUREMENT/CONTRACT/LEASE
INTERNAL COORDINATION SHEET**

Procurement/Contract/Lease Number: C07-1502-TDC Tracking Number: 4435-21
Procurement/Contractor/Lessee Name: Ungerbrock Systems Grant Funded: YES ___ NO X
Purpose: 7th Amendment
Date/Term: 9-30-2022
Department #: 1173
Account #: 540900
Amount: 28,285.00
Department: TDC Dept. Monitor Name: Adams

1. GREATER THAN \$100,000
2. GREATER THAN \$50,000
3. \$50,000 OR LESS

Purchasing Review

Procurement or Contract/Lease requirements are met:
DeRita Mason Date: 9-1-21
Purchasing Manager or designee Jeff Hyde, DeRita Mason, Jessica Darr, Angela Etheridge

2CFR Compliance Review (if required)

Approved as written: no Federal bids Grant Name: _____
Date: _____
Grants Coordinator _____

Risk Management Review

Approved as written: see email attached Date: 9-2-21
Risk Manager or designee Lisa Price

County Attorney Review

Approved as written: see email attached Date: 9-3-21
County Attorney Lynn Hoshihara, Kerry Parsons or Designee

Department Funding Review

Approved as written: _____ Date: _____

IT Review (if applicable)

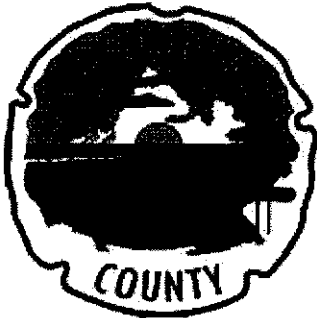
Approved as written: _____ Date: _____

DeRita Mason

From: Lisa Price
Sent: Thursday, September 2, 2021 8:31 AM
To: DeRita Mason
Subject: RE: Contract C07-1502-TDC

This is approved by Risk.

Lisa Price
Risk Management
Public Records & Contracts Specialist
302 N Wilson Street, Suite 301
Crestview, FL. 32536
(850) 689-5979
lprice@myokaloosa.com



For all things Wellness please visit:
<http://www.myokaloosa.com/wellness>

Due to Florida's very broad public records laws, most written communications to or from county employees regarding county business are public records, available to the public and media upon request. Therefore, this written e-mail communication, including your e-mail address, may be subject to public disclosure.

From: DeRita Mason <dmason@myokaloosa.com>
Sent: Wednesday, September 1, 2021 2:26 PM
To: Lynn Hoshihara <lhoshihara@myokaloosa.com>
Cc: Kerry Parsons <kparsons@myokaloosa.com>; Lisa Price <lprice@myokaloosa.com>
Subject: FW: Contract C07-1502-TDC

Good afternoon,

DeRita Mason

From: Lynn Hoshihara
Sent: Friday, September 3, 2021 1:39 PM
To: DeRita Mason
Cc: Kerry Parsons; Lisa Price
Subject: Re: Contract C07-1502-TDC

This is approved as to legal sufficiency.

Lynn M. Hoshihara
County Attorney
Okaloosa County, Florida

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From: DeRita Mason
Sent: Wednesday, September 1, 2021 3:26:04 PM
To: Lynn Hoshihara
Cc: Kerry Parsons; Lisa Price
Subject: FW: Contract C07-1502-TDC

Good afternoon,
Please review and approve the attached.
Thank you,

DeRita Mason



DeRita Mason, CPPB, NIGP-CPP
Senior Contracts and Lease Coordinator
Okaloosa County Purchasing Department
5479A Old Bethel Road
Crestview, Florida 32536
(850) 689-5960
dmason@myokaloosa.com

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RENEWAL & AMENDMENT NO. 7 TO EBMS SOFTWARE LICENSE AGREEMENT

CONTRACT # C07-1502-TDC

This RENEWAL & AMENDMENT NO. 7 to the Contract for EBMS Software License Agreement, Contract # C07-1502-TDC by and between the Okaloosa County Board of County Commissioners through its Tourist Development Department ("County") and Ungerboeck Systems International ("Contractor"), is hereby amended.

WHEREAS, Contract # C07-1502-TDC includes a provision "Annual Subscription Amounts are subject to annual rate adjustments"; and

WHEREAS, Ungerboeck Systems International has requested an annual subscription fee of \$28,285 for the renewal period 10/01/2021 – 09/30/2022; and

WHEREAS, both parties have determined that it is necessary to amend Contract # C07-1502-TDC to reflect the annual renewal & subscription fee.

NOW THEREFORE, in consideration of the mutual covenants herein and other good and valuable consideration, the parties hereby agree to renew & amend Contract # C07-1502-TDC as follows:

1. Annual subscription fee is \$28,285 for the renewal period 10/01/2021 – 09/30/2022.
2. This AMENDMENT NO. 7 shall be effective upon execution by the County.
3. All other provisions of Contract # C07-1502-TDC shall remain in full force and effect.

IN WITNESS WHEREOF, the parties hereto have caused these presents to be executed on the last date herein written below.

UNGERBOECK SYSTEMS INTERNATIONAL



Manish Chandak, President & CEO

Date: 9/15/2021

**BOARD OF COUNTY COMMISSIONERS OF
OKALOOSA COUNTY, FLORIDA**

Faye Douglas

Digitally signed by Faye Douglas
Date: 2021.09.17 15:02:56 -05'00'

Faye Douglas, OMB Director

Date: 9/17/2021

CONTRACT#: C07-1502-TDD
UNGERBOECK SYSTEMS INTERNATIONAL, INC., USI
CONFERENCE CENTER EBMS SOFTWARE AGREEMENT
EXPIRES: 09/30/2022

CONTRACT, LEASE, AGREEMENT CONTROL FORM

Date: 09/08/2020

Contract/Lease Control #: C07-1502-TDD

Procurement#: NA

Contract/Lease Type: AGREEMENT

Award To/Lessee: UNGERBOECK SYSTEMS INTERNATIONAL, INC., USI

Owner/Lessor: OKALOOSA COUNTY

Effective Date: 10/01/2020

Expiration Date: 09/30/2021

Description of: CONF CENTER EBMS SOFTWARE AGREEMENT

Department: TDD

Department Monitor: ADAMS

Monitor's Telephone #: 850-609-3897

Monitor's FAX # or E-mail: JADAMS@MYOKALOOSA.COM

Closed:

Cc: BCC RECORDS

**PROCUREMENT/CONTRACT/LEASE
INTERNAL COORDINATION SHEET**

Procurement/Contract/Lease Number: 007-1502-TOE Tracking Number: 4105-20
Procurement/Contractor/Lessee Name: Ungerboeck Grant Funded: YES ___ NO X
Purpose: Amendment #6
Date/Term: 9-30-21 1. GREATER THAN \$100,000
Department #: 1173 2. GREATER THAN \$50,000
Account #: 540900 3. \$50,000 OR LESS
Amount: _____
Department: TROD Dept. Monitor Name: Adams

Purchasing Review

Procurement or Contract/Lease requirements are met:
Whita Moon Date: 8-20-2020
Purchasing Manager or designee Jeff Hyde, DeRita Mason, Jessica Darr, Angela Etheridge

2CFR Compliance Review (if required)

Approved as written: no federal funds Grant Name: _____
_____ Date: _____
Grants Coordinator Danielle Garcia

Risk Management Review

Approved as written: see email attached Date: 8-20-2020
_____ Edith Gibson or Karen Donaldson
Risk Manager or designee

County Attorney Review

Approved as written: see email attached Date: 8-29-2020
_____ Lynn Hoshihara, Kerry Parsons or Designee
County Attorney

IT Review (if applicable)

Approved as written: _____ Date: _____

DeRita Mason

From: Lisa Price
Sent: Thursday, August 20, 2020 3:36 PM
To: DeRita Mason
Subject: RE: Ungerboeck amendment 6

Approved, no insurance element.

Thanks!

Lisa Price
Public Records & Contracts Specialist
302 N Wilson Street, Suite 301
Crestview, FL. 32536
(850) 689-5979
lprice@myokaloosa.com



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From: DeRita Mason <dmason@myokaloosa.com>
Sent: Thursday, August 20, 2020 12:34 PM
To: Lynn Hoshihara <lhoshihara@myokaloosa.com>
Cc: 'Parsons, Kerry' <KParsons@ngn-tally.com>; Lisa Price <lprice@myokaloosa.com>
Subject: FW: Ungerboeck amendment 6

Good afternoon,

Please review and approve the attached.

Thank you,

DeRita Mason



DeRita Mason

From: Parsons, Kerry <KParsons@ngn-tally.com>
Sent: Monday, August 31, 2020 8:02 AM
To: DeRita Mason
Cc: Lynn Hoshihara
Subject: RE: Ungerboeck amendment 6

This is approved for legal purposes.

Kerry A. Parsons, Esq.

**Nabors
Giblin &
Nickerson**
ATTORNEYS AT LAW

1500 Mahan Dr. Ste. 200
Tallahassee, FL 32308
T. (850) 224-4070
kparsons@ngn-tally.com

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From: DeRita Mason <dmason@myokaloosa.com>
Sent: Monday, August 31, 2020 8:50 AM
To: Parsons, Kerry <KParsons@ngn-tally.com>
Cc: Lynn Hoshihara <lhoshihara@myokaloosa.com>
Subject: RE: Ungerboeck amendment 6

See attached.

DeRita Mason



DeRita Mason
Contracts and Lease Coordinator
Okaloosa County Purchasing Department
5479A Old Bethel Road
Crestview, Florida 32536
(850) 689-5960
dmason@myokaloosa.com

AMENDMENT NO. 6 TO EBMS SOFTWARE LICENSE AGREEMENT

CONTRACT # C07-1502-TDC

This AMENDMENT NO. 6 to the Contract for EBMS Software License Agreement, Contract # C07-1502-TDC by and between the Okaloosa County Board of County Commissioners through its Tourist Development Department ("County") and Ungerboeck Systems International ("Contractor"), is hereby amended.

WHEREAS, Contract # C07-1502-TDC includes a provision "Annual Subscription Amounts are subject to annual rate adjustments"; and

WHEREAS, Ungerboeck Systems International has requested an annual subscription fee of \$24,354 for the period 10/01/2020 – 09/30/2021; and

WHEREAS, the County desires to add a Payment Portal effective October 1, 2020 with a first-year annual subscription fee of \$1,980 and a one-time setup fee of \$1,400; and

WHEREAS, both parties have determined that it is necessary to amend Contract # C07-1502-TDC to reflect the annual subscription fee and Payment Portal.

NOW THEREFORE, in consideration of the mutual covenants herein and other good and valuable consideration, the parties hereby agree to amend Contract # C07-1502-TDC as follows:

1. Annual subscription fee is \$24,354 for the period 10/01/2020 – 09/30/2021.
2. Payment Portal fees are \$3,380 for the period 10/01/2020 – 09/30/2021.
3. This AMENDMENT NO. 6 shall be effective upon execution by the County.
4. All other provisions of Contract # C07-1502-TDC shall remain in full force and effect.

IN WITNESS WHEREOF, the parties hereto have caused these presents to be executed on the last date herein written below.

UNGERBOECK SYSTEMS INTERNATIONAL



Manish Chandak, President & CEO

Date: 9/1/2020

BOARD OF COUNTY COMMISSIONERS OF

OKALOOSA COUNTY, FLORIDA

Faye

Digitally signed by Faye Douglas

Date: 2020.09.02

13:57:13 -05'00'

Douglas

Faye Douglas, OMB Director

Date: 09.02.2020

**CONTRACT#: C07-1502-TDD
UNGERBOECK SYSTEMS INTERNATIONAL
INC., USI
CONF CENTER EBMS SOFTWARE AGREEMENT
EXPIRES: 09/30/2021**

MSTC Addendum

This Addendum shall attach to the Software Master Subscription Terms and Conditions, Order(s), and Addendum(s), the Agreement, between Ungerboeck Systems International, Inc. (USI) and Emerald Coast Convention Center(Customer). In the event of a conflict between the two documents, this addendum shall prevail.

Customer agrees to add a payment portal Subscription for a first-year annual Subscription of one thousand, nine hundred, eighty dollars (\$1,980) and a one-time setup fee of one thousand, four hundred dollars (\$1400).

Ungerboeck will provide consulting services to assist with set-up of the Online Payment Portal including:

- Planning Session
- Online Payment Portal Setup
 - Receivable transaction type creation and/or validation
 - Terms and conditions
 - Payment configuration
 - Public sign-In configuration (anonymous our authenticated)
 - Basic web skin with banner and/or footer images, font selection, and color schemes (custom or enhanced web skin is not included)
 - Payment Portal dictionary if required
- Configuration testing and process validation
- Public-facing and back-office process training

Assumptions:

- Payment gateway is in place and active.

Initial _____ if Customer requests the first-year annual maintenance increase to be prorated to align to the Customer's current maintenance period.

Customer agrees that it has read this agreement, understands it, and agrees to be bound by it.

CONTRACT, LEASE, AGREEMENT CONTROL FORM

Date: 11/15/2019

Contract/Lease Control #: C07-1502-TDD

Procurement#: NA

Contract/Lease Type: AGREEMENT

Award To/Lessee: UNGERBOECK SYSTEMS INTERNATIONAL, INC., USI

Owner/Lessor: OKALOOSA COUNTY

Effective Date: 10/01/2019

Expiration Date: 09/30/2020

Description of CONF CENTER EBMS SOFTWARE AGREEMENT

Department: TDD

Department Monitor: ADAMS

Monitor's Telephone #: 850-609-3897

Monitor's FAX # or E-mail: JADAMS@MYOKALOOSA.COM

Closed:

Cc: BCC RECORDS

AMENDMENT NO. 5 TO EBMS SOFTWARE LICENSE AGREEMENT

CONTRACT # C07-1502-TDC

This AMENDMENT NO. 5 to the Contract for EBMS Software License Agreement, Contract # C07-1502-TDC by and between the Okaloosa County Board of County Commissioners through its Tourist Development Department ("County") and Ungerboeck Systems International ("Contractor"), is hereby amended.

WHEREAS, Contract # C07-1502-TDC includes a provision "Annual Subscription Amounts are subject to annual rate adjustments"; and

WHEREAS, Ungerboeck Systems International has requested an annual subscription fee of \$23,869 for the period 10/01/2019 – 09/30/2020; and

WHEREAS, the County has determined that it is necessary to amend Contract # C07-1502-TDC to reflect the annual subscription fee.

NOW THEREFORE, in consideration of the mutual covenants herein and other good and valuable consideration, the parties hereby agree to amend Contract # C07-1502-TDC as follows:

1. Annual subscription fee is \$23,869 for the period 10/01/2019 – 09/30/2020.
2. This AMENDMENT NO. 5 shall be effective upon execution from the county.
3. All other provisions of Contract # C07-1502-TDC shall remain in full force and effect.

IN WITNESS WHEREOF, the parties hereto have caused these presents to be executed on the last date herein written below.

UNGERBOECK SYSTEMS INTERNATIONAL



Signature

Manish Chandak, President and CEO

Printed Name & Title

Date: 10/15/2019

**BOARD OF COUNTY COMMISSIONERS OF
OKALOOSA COUNTY, FLORIDA**



Signature

Jeffrey Hyde, Purchasing Director

Date: 11/06/2019

**PROCUREMENT/CONTRACT/LEASE
INTERNAL COORDINATION SHEET**

Procurement/Contract/Lease Number: C07-1502-TOC Tracking Number: 365419
Procurement/Contractor/Lessee Name: Ungerboeck Systems Grant Funded: YES ___ NO X
Purpose: Amendment # 5
Date/Term: 9-30-20
Amount: 23,869.00
Department: TDV
Dept. Monitor Name: Adams

1. GREATER THAN \$100,000
2. GREATER THAN \$50,000
3. \$50,000 OR LESS

Purchasing Review

Procurement or Contract/Lease requirements are met:
DeRita Mason Date: 9-23-19
Purchasing Director or designee Jeff Hyde, DeRita Mason, Jessica Darr

2CFR Compliance Review (if required)

Approved as written: no techal bids Grant Name: _____

Grants Coordinator Danielle Garcia Date: _____

Risk Management Review

Approved as written: see email attached Date: 9-25-19

Risk Manager or designee

County Attorney Review

Approved as written: see email attached Date: 9-28-19

County Attorney Gregory T. Stewart, Lynn Hoshihara, Kerry Parsons or Designee

Following Okaloosa County approval:

Clerk Finance

Document has been received:

Finance Manager or designee Date: _____

DeRita Mason

From: Karen Donaldson
Sent: Wednesday, September 25, 2019 9:05 AM
To: DeRita Mason
Subject: RE: Contract Coordination Request

DeRita

This is approved by Risk Management for insurance purposes.

Thank you

Karen Donaldson

Karen Donaldson
Public Records and Contracts Specialist
Okaloosa County Risk Management
5479-B Old Bethel Rd.
Crestview, Fl. 32536
850.683.6207
KDonaldson@myokaloosa.com



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From: DeRita Mason <dmason@myokaloosa.com>
Sent: Monday, September 23, 2019 8:08 AM
To: 'Parsons, Kerry' <KParsons@ngn-tally.com>; Lynn Hoshihara <lhoshihara@myokaloosa.com>
Cc: Karen Donaldson <kdonaldson@myokaloosa.com>
Subject: FW: Contract Coordination Request
Importance: High

Please review and approve.
Also, please see the comment from the department below.

Thank you,

DeRita

DeRita Mason

From: Parsons, Kerry <KParsons@ngn-tally.com>
Sent: Saturday, September 28, 2019 3:03 PM
To: DeRita Mason
Cc: Karen Donaldson; Lynn Hoshihara
Subject: RE: Contract Coordination Request

This is approved for legal purposes.

Kerry A. Parsons, Esq.

**Nabors
Giblin &
Nickerson**
ATTORNEYS AT LAW

1500 Mahan Dr. Ste. 200
Tallahassee, FL 32308
T. (850) 224-4070
Kparsons@ngn-tally.com

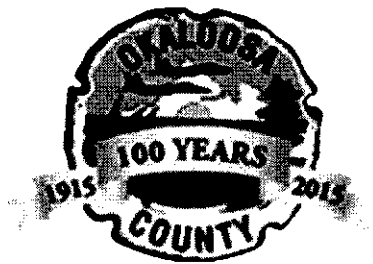
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From: DeRita Mason <dmason@myokaloosa.com>
Sent: Monday, September 23, 2019 9:08 AM
To: Parsons, Kerry <KParsons@ngn-tally.com>; Lynn Hoshihara <lhoshihara@myokaloosa.com>
Cc: Karen Donaldson <kdonaldson@myokaloosa.com>
Subject: FW: Contract Coordination Request
Importance: High

Please review and approve.
Also, please see the comment from the department below.

Thank you,

DeRita



DeRita Mason
Contracts and Lease Coordinator
Okaloosa County Purchasing Department
5479A Old Bethel Road



BOARD OF COUNTY COMMISSIONERS AGENDA REQUEST

DATE: November 5, 2019
TO: Honorable Chairman and Distinguished Members of the Board
FROM: Jennifer Adams
SUBJECT: Ungerboeck Contract Renewal
DEPARTMENT: Tourist Development Department
BCC DISTRICT: 2

STATEMENT OF ISSUE: Request authorization for Purchasing Manager to sign Amendment No. 5 to EBMS Software License Agreement (C07-1502-TDC), covering renewal period 10/01/2019 - 09/30/2020.

BACKGROUND: Ungerboeck Systems International provides the "EBMS" client management software system to the Emerald Coast Convention Center. The contract provides for annual rate adjustments and the vendor has requested an annual subscription fee of \$23,869 for the period 10/01/2019 - 09/30/2020. This is a 2% or \$469 increase.

The contract is within the Purchasing Manager's signature threshold. However, Board authorization for the Purchasing Manager to sign is requested since the effective date of the renewal period was October 1, 2019.

FUNDING SOURCE, (If Applicable):

Department # 1173
Account # 546900
Amount \$23,869

OPTIONS: Approve or Disapprove

RECOMMENDATION: Authorize Purchasing Manager to execute Amendment No. 5 to EBMS Software License Agreement (C07-1502-TDC), effective retroactively to cover renewal period 10/01/2019 - 09/30/2020.


Jennifer Adams, Tourist Development Department Director 10/28/2019

RECOMMENDED BY:
APPROVED BY:

CONTRACT, LEASE, AGREEMENT CONTROL FORM

Date: 07-18-2018

Contract/Lease Control #: C07-1502-TDD

Procurement#: NA

Contract/Lease Type: AGREEMENT

Award To/Lessee: UNGERBOECK SYSTEMS INTERNATIONAL, INC. (USI)

Owner/Lessor: OKALOOSA COUNTY

Effective Date: 04/06/2017

Expiration Date: 09/30/2019

Description of Contract/Lease: CONF CENTER EBMS SOFTWARE AGREEMENT

Department: TDD

Department Monitor: ADAMS

Monitor's Telephone #: 850-609-3897

Monitor's FAX # or E-mail: JADAMS@MYOKALOOSA.COM

Closed:

Cc: Finance Department Contracts & Grants Office

**PROCUREMENT/CONTRACT/LEASE
INTERNAL COORDINATION SHEET**

Procurement/Contract/Lease Number: TBD [07-1502-TRC] Tracking Number: 3028-18
Procurement/Contractor/Lessee Name: USI Grant Funded: YES ___ NO X
Purpose: Software maintenance plan
Date/Term: 9-30-18
Amount: 7,324.00
Department: TRD
Dept. Monitor Name: adams

1. GREATER THAN \$100,000
2. GREATER THAN \$50,000
3. \$50,000 OR LESS

Purchasing Review

Procurement or Contract/Lease requirements are met:
DeRita Mason Date: 6-7-18
Purchasing Manager or designee Jeff Hyde, DeRita Mason

2CFR Compliance Review (if required)

Approved as written: no federal funds
Date: _____
Grants Coordinator Danielle Garcia

Risk Management Review

Approved as written: w/ current COI
Laura Porter Date: 6-8-18
Risk Manager or designee Laura Porter or Krystal King

County Attorney Review

Approved as written: see email attached
Date: 6-8-18
County Attorney Gregory T. Stewart, Lynn Hoshihara, Kerry Parsons or Designee

Following Okaloosa County approval:

Clerk Finance

Document has been received:
Date: _____
Finance Manager or designee

DeRita Mason

From: Parsons, Kerry <KParsons@ngn-tally.com>
Sent: Friday, June 08, 2018 7:57 AM
To: DeRita Mason
Cc: Lynn Hoshihara
Subject: RE: Ungerboeck Renewal - ECCC

This is approved for legal purposes.

From: DeRita Mason [mailto:dmason@myokaloosa.com]
Sent: Thursday, June 07, 2018 1:58 PM
To: Parsons, Kerry
Cc: Lynn Hoshihara
Subject: FW: Ungerboeck Renewal - ECCC

Please review and approve.

Please see Charlotte's comments about this replacing two older contracts as well.

Thanks,

DeRita

From: Lianne Clark
Sent: Thursday, June 07, 2018 12:10 PM
To: DeRita Mason <dmason@myokaloosa.com>
Subject: FW: Ungerboeck Renewal - ECCC

Good afternoon,

Can you begin coordinating the attached? If you have any questions please let me know - thanks

From: Charlotte Dunworth
Sent: Thursday, June 07, 2018 12:04 PM
To: Lianne Clark <lclark@myokaloosa.com>
Subject: Ungerboeck Renewal - ECCC

Hi Lianne,

Please begin contract coordination. Note that this contract replaces both C07-1502-TDC and C15-2283-TDD.

\$4,376 Perpetual Software Maintenance Prepayment credit is attributable to our annual payment already made for C07-1502-TDC.

We have not yet made this year's payment against C15-2283-TDD.

Have a great day,

Charlotte Dunworth

Please note: Due to Florida's very broad public records laws, most written communications to or from County employees

DeRita Mason

From: Parsons, Kerry <KParsons@ngn-tally.com>
Sent: Friday, June 08, 2018 7:57 AM
To: DeRita Mason
Cc: Lynn Hoshihara
Subject: RE: Ungerboeck Renewal - ECCC

This is approved for legal purposes.

From: DeRita Mason [mailto:dmason@myokaloosa.com]
Sent: Thursday, June 07, 2018 1:58 PM
To: Parsons, Kerry
Cc: Lynn Hoshihara
Subject: FW: Ungerboeck Renewal - ECCC

Please review and approve.

Please see Charlotte's comments about this replacing two older contracts as well.

Thanks,

DeRita

From: Lianne Clark
Sent: Thursday, June 07, 2018 12:10 PM
To: DeRita Mason <dmason@myokaloosa.com>
Subject: FW: Ungerboeck Renewal - ECCC

Good afternoon,

Can you begin coordinating the attached? If you have any questions please let me know - thanks

From: Charlotte Dunworth
Sent: Thursday, June 07, 2018 12:04 PM
To: Lianne Clark <lclark@myokaloosa.com>
Subject: Ungerboeck Renewal - ECCC

Hi Lianne,

Please begin contract coordination. Note that this contract replaces both C07-1502-TDC and C15-2283-TDD.

\$4,376 Perpetual Software Maintenance Prepayment credit is attributable to our annual payment already made for C07-1502-TDC.

We have not yet made this year's payment against C15-2283-TDD.

Have a great day,

Charlotte Dunworth

Please note: Due to Florida's very broad public records laws, most written communications to or from County employees

Company Name: Emerald Coast Convention Center
 Attention: RC Chancy
 Email: rchancy@co.okaloosa.fl.us
 Prepared By: Caty Pomeroy
 Email: Caty.Pomeroy@ungerboeck.com

Number: 41584
 Date: 6/5/2018
 Valid Thru: 7/31/2018
 All Prices in: USD
 Version Number: v7.0_20170608

Base License Subscriptions	Qty	Units	Price	Annual
Ungerboeck for Convention & Exhibition Centers	✓		400	4,800
Ungerboeck for Destination Marketers	✓		400	4,800
Ungerboeck Software Professional Users	18	Users	125	27,000
Total Base Licenses	18	Users		36,600

Optional Upgrade Subscriptions	Qty	Units	Price	Annual
Receivables, Billing, & Payment				
Credit card processing		TrustCommerce Processor	125	1,500
Reporting & Administration				
Report Builder	✓		240	2,880
Dashboard and report viewer	✓		Included	Included
Crystal License	✓		Included	Included
Mobile & Tablet				
Online service orders	5,000	Orders		3,540
Total Optional Upgrades				7,920

Support Subscriptions	Qty	Units	Price	Annual
Standard Support	✓			Included
Support Upgrades				
Gold Support Plan	✓		250	3,000
Total Optional Support Upgrades				3,000

Annual Subscription Summary				Annual
Base Licenses				36,600
Optional Upgrades				7,920
Support Upgrades				3,000
Perpetual to SaaS Credit: Professional Users Billed at	50	Per User, Per Month		(16,200)
Perpetual to SaaS Optional Upgrade Credit				(7,920)
Total Annual Subscription			For the Annual Term Beginning 10/1/18	23,400

One-Time Amounts	Qty	Units	Unit Price	One-Time
Perpetual Software Maintenance Prepayment				(4,376)
Initial Term Proration				(11,700)
Total One-Time Amounts				(16,076)
Total Initial Term Amount			For the Initial Term Beginning 4/1/18, Ending 9/30/18	7,324

TERMS AND CONDITIONS: Customer's purchase and use of the Ungerboeck Software products and services listed above are subject to the terms and conditions in the Ungerboeck Software Master Subscription Terms & Conditions. These terms, along with all Order Forms executed under these terms, represent the entire agreement of the parties, and supersede all prior or contemporaneous agreements, proposals or representations, written or oral, concerning their subject matter
<http://ungerboeck.com/documents/terms/UngerboeckSoftwareMasterSubscriptionTermsConditions.pdf>

Notes:
 FEES: The Total Initial Term amount set forth above is due and payable in advance of the Term for which it applies. Subsequent years' Subscription amounts under this Order Form are due and payable annually in advance of the Term for which they apply. Except as otherwise provided, all payments shall be made in USD, all purchases hereunder are non-cancelable and non-refundable. Annual Subscription Amounts are subject to annual rate adjustments in accordance with Section 12.2 of Ungerboeck's Master Subscription Terms and Conditions.
 *Any Time and Materials Professional Services Amounts may be billed covered under a separate Statement of Work mutually agreed to by Client and Ungerboeck Systems.
 The prices set forth in this Order Form do not include USI's out-of-pocket expenses. CLIENT shall reimburse USI for any approved out-of-pocket expenses.

EMERALD COAST CONVENTION CENTER
 Authorized Signature: *Jeffrey A Hyde*
 Name: Jeffrey A Hyde
 Title: Purchasing Mgr
 Date: 07/16/18

UNGERBOECK SYSTEMS INTERNATIONAL INC.
Manish Chandak
 Manish Chandak
 President & CEO
7/16/18



CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)
4/2/2019

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 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).

PRODUCER Hays Companies Inc. 1200 Main St Suite 2310 Kansas City MO 64105	CONTACT NAME: PHONE (A/C, Ho, Ext): (816) 474-3535 FAX (A/C, No): (816) 842-5795 E-MAIL ADDRESS: lrobb@hayscompanies.com	
	INSURER(S) AFFORDING COVERAGE	
INSURED Ungerboeck Systems International, Inc. 100 Ungerboeck Park O'Fallon MO 63368	INSURER A: Atlantic Specialty Insurance NAIC # 27154	
	INSURER B: Liberty Mutual Insurance	
	INSURER C: AXIS Insurance Companu 37273	
	INSURER D:	
	INSURER E:	
	INSURER F:	

COVERAGES CERTIFICATE NUMBER: GL/AL/WC/UL5/Cyber 19/20 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 SUBR INSD WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS
A	<input checked="" type="checkbox"/> COMMERCIAL GENERAL LIABILITY <input type="checkbox"/> CLAIMS-MADE <input checked="" type="checkbox"/> OCCUR GEN'L AGGREGATE LIMIT APPLIES PER: <input type="checkbox"/> POLICY <input type="checkbox"/> PRO-JECT <input checked="" type="checkbox"/> LOC <input checked="" type="checkbox"/> OTHER: Max Aggregate \$4mm	X	711-01-51-12-0003	3/14/2019	3/14/2020	EACH OCCURRENCE \$ 1,000,000 DAMAGE TO RENTED PREMISES (Ea occurrence) \$ 500,000 MED EXP (Any one person) \$ 10,000 PERSONAL & ADV INJURY \$ 1,000,000 GENERAL AGGREGATE \$ 2,000,000 PRODUCTS - COMP/OP AGG \$ 2,000,000
A	AUTOMOBILE LIABILITY <input checked="" type="checkbox"/> ANY AUTO ALL OWNED AUTOS <input checked="" type="checkbox"/> HIRED AUTOS <input type="checkbox"/> SCHEDULED AUTOS <input checked="" type="checkbox"/> NON-OWNED AUTOS		711-01-51-12-0003	3/14/2019	3/14/2020	COMBINED SINGLE LIMIT (Ea accident) \$ 1,000,000 BODILY INJURY (Per person) \$ BODILY INJURY (Per accident) \$ PROPERTY DAMAGE (Per accident) \$
A	<input checked="" type="checkbox"/> UMBRELLA LIAB <input checked="" type="checkbox"/> OCCUR <input type="checkbox"/> EXCESS LIAB <input type="checkbox"/> CLAIMS-MADE DED RETENTION \$		711-01-51-12-0003	3/14/2019	3/14/2020	EACH OCCURRENCE \$ 5,000,000 AGGREGATE \$ 5,000,000
A	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH) If yes, describe under DESCRIPTION OF OPERATIONS below	Y/N N/A	406043781-0003	3/14/2019	3/14/2020	<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
B	Tech Professional/Cyber		B05CABF6H0003	3/14/2019	3/14/2020	Per Occurrence & Aggregate \$4,000,000
C	Liability-Retention \$25,000		P-001-0000985645-01	3/14/2019	3/14/2020	Per Occurrence & Aggregate \$3,000,000

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (ACORD 101, Additional Remarks Schedule, may be attached if more space is required)
Okaloosa County Florida is included as additional insured when required by written contract. Coverage is primary.

CONTRACT#: C07-1502-TDD
UNGERBOECK SYSTEMS INTERNATIONAL, INC.
CONF CENTER EBMS SOFTWARE AGREEMENT
EXPIRES: 09/30/2019

CERTIFICATE HOLDER Okaloosa County 5479A Old Bethel Road Crestview, FL 32536	CANCEL: 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 James Hays/LROBB



CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)
3/14/2018

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 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).

RECEIVED
APR 25 2018
BY: *P. P. P.*

PRODUCER
Hays Companies
1200 Main Street
Suite 2310
Kansas City MO 64105
INSURED
Ungerboeck Systems International, Inc.
100 Ungerboeck Park
O'Fallon MO 63368

CONTACT NAME:
PHONE (A/C, No, Ext): (816) 44-3535 **FAX (A/C, No):** (816) 842-5795
E-MAIL ADDRESS: lrobb@hayscompanies.com
INSURER(S) AFFORDING COVERAGE
INSURER A: Atlantic Specialty Insurance **NAIC #** 27154
INSURER B: Liberty Surplus Ins. Co
INSURER C: AXIS Insurance Company **37273**
INSURER D:
INSURER E:
INSURER F:

COVERAGES **CERTIFICATE NUMBER:** GL/AL/WC/ULS/Cyber 18/19 **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	ADD'L SUBR INSD WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS
A	<input checked="" type="checkbox"/> COMMERCIAL GENERAL LIABILITY <input type="checkbox"/> CLAIMS-MADE <input checked="" type="checkbox"/> OCCUR <input checked="" type="checkbox"/> Foreign DIC GEN'L AGGREGATE LIMIT APPLIES PER: <input type="checkbox"/> POLICY <input type="checkbox"/> PRO-JECT <input checked="" type="checkbox"/> LOC <input checked="" type="checkbox"/> OTHER: Max Aggregate \$4mm		711-01-51-12-0002	3/14/2018	3/14/2019	EACH OCCURRENCE \$ 1,000,000 DAMAGE TO RENTED PREMISES (Ea occurrence) \$ 500,000 MED EXP (Any one person) \$ 10,000 PERSONAL & ADV INJURY \$ 1,000,000 GENERAL AGGREGATE \$ 2,000,000 PRODUCTS - COMP/OP AGG \$ 2,000,000 Employee Benefits \$ 1,000,000
A	AUTOMOBILE LIABILITY <input checked="" type="checkbox"/> ANY AUTO <input type="checkbox"/> ALL OWNED AUTOS <input type="checkbox"/> SCHEDULED AUTOS <input checked="" type="checkbox"/> HIRED AUTOS <input checked="" type="checkbox"/> NON-OWNED AUTOS		711-01-51-12-0002	3/14/2018	3/14/2019	COMBINED SINGLE LIMIT (Ea accident) \$ 1,000,000 BODILY INJURY (Per person) \$ BODILY INJURY (Per accident) \$ PROPERTY DAMAGE (Per accident) \$ Medical payments \$ 5,000
A	<input checked="" type="checkbox"/> UMBRELLA LIAB <input checked="" type="checkbox"/> OCCUR <input type="checkbox"/> EXCESS LIAB <input type="checkbox"/> CLAIMS-MADE DED RETENTION \$		711-01-51-12-0002	3/14/2018	3/14/2019	EACH OCCURRENCE \$ 5,000,000 AGGREGATE \$ 5,000,000
A	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH) If yes, describe under DESCRIPTION OF OPERATIONS below	Y/N N/A	406043781-0002	3/14/2018	3/14/2019	<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
B	Tech Professional/Cyber		E05CABF6H0002	3/14/2018	3/14/2019	Per Occurrence & Aggregate \$4,000,000
C	Liability-Retention \$25,000		MCN 628826/01/2018	3/14/2018	3/14/2019	Per Occurrence & Aggregate \$3,000,000

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (ACORD 101, Additional Remarks Schedule, may be attached if more space is required)
Okaloosa County Florida is included as additional insured when required by written contract. Coverage is primary.

CO2-1502-TDD
C15-2283-TDD

CERTIFICATE HOLDER **CANCELLATION**

Okaloosa County
5479A Old Bethel Road
Crestview, FL 32536

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
James Hays/LROBB

EXHIBIT B

CONTRACT, LEASE, AGREEMENT CONTROL FORM

Date: 4/20/2007

Contract/Lease Control #: C07-1502-TDI-84

Bid #: N/A Contract/Lease Type: AGREEMENT

Award To/Lessee: USI

Lessor:

Effective Date: 4/16/2007 \$23,840.00

Term: INDEFINITE

Description of Contract/Lease: CONF CENTER EBMS SOFTWARE AGREEMENT

Department Manager: TDC/CONFERENCE CENTER

Department Monitor: D. JONES/BILL LEAMAN

Monitor's Telephone #: 609-3800

Monitor's FAX #: 651-7149

Date Closed:



CONTRACT: CONF CENTER EBMS
SOFTWARE AGREEMENT
CONTRACT NO.: C07-1502-TDI-84
USI
EXPIRES: INDEFINITE

EBMS Software License Agreement

Page 1 of 3

This Software License Agreement between Ungerboeck Systems International (USI) and the Emerald Coast Conference Center(CLIENT), sets forth the terms and conditions under which USI will license to CLIENT the use of software products (SOFTWARE) including:

- A) The computer programs identified in the attached INVESTMENT SUMMARY Nr. 32490 dated January 8, 2007, and associated documentation, and
- B) any enhancements and corrections (UPGRADES) of programs and documentation which USI makes available hereunder.

1. OWNERSHIP: CLIENT acknowledges that the SOFTWARE is the sole property of USI or its licensors, and the CLIENT shall gain no right, title or interest in the SOFTWARE by virtue of this Agreement other than the non-exclusive right of use granted herein.

2. LICENSE: In consideration of CLIENT's payment of the license fee specified in the attached INVESTMENT SUMMARY, USI grants to CLIENT a perpetual, non-transferable license to use the SOFTWARE for internal business management purposes.

3. MAINTENANCE AND SUPPORT SERVICES: During the first ninety days after installation (the SOFTWARE installation date is the date on which the SOFTWARE is first loaded on the licensed Computer), USI shall provide to CLIENT at no additional charge:

- 3.1. Such UPGRADES as are generally released by USI to all customers holding current Maintenance and Support agreements.
- 3.2. Electronic customer support for general system trouble shooting, loading of software modifications and enhancements.
- 3.3. Toll-free telephone support services Monday through Friday - except on holidays observed by USI - during the following hours:
 - **North America:** 6:00 a.m. to 10:00 p.m. US Central Standard Time (CST) at 800 400 4052
 - **Europe:** 8:00 am – 05:00 pm Central European Time (CET) at + 008000-874 4357 (008000-USIHELP)
 - **Australia:** 9:00 a.m. to 5:30 p.m. Australian Eastern Standard Time (AEST), locally at 1 800 80 80 53,
 - **Asia-Pacific:** 9:00 a.m. to 5:30 p.m. Australian Eastern Standard Time (AEST), locally at + 00 800 4357 3267
- 3.4. Emergency assistance via toll-free international telephone service to USI St. Louis at + 00 800 3267 4357, available 24 hours per day, 7 days per week.
- 3.5. Access to USI's internet-based User Forum at www.ungerboeck.com
- 3.6. Attendance at the regional and international User Conferences (however, some of these conferences are also subject to registration fees).

After ninety days CLIENT shall be entitled to continue maintenance and support services upon execution of the EBMS Software Maintenance Agreement and payment to USI of an annual maintenance fee of fifteen percent (15%) of the list license fee then charged to new customers for the then current version of the products identified in the attached INVESTMENT SUMMARY.

However, the annual fee for maintenance and support services for the first three (3) years shall not increase per year by more than five percent (5%), or the increase in the US Consumer Price Index, whichever is higher.

If CLIENT allows maintenance to lapse, it may thereafter renew maintenance by paying USI the then current maintenance fees plus a reinstatement fee equal to the omitted maintenance fees plus compound interest of ten (10) percent per annum.

However, USI shall provide written notice of CLIENT's delinquency on maintenance payments. Only If CLIENT fails to make such delinquent payments within 30 days, the maintenance coverage shall be deemed to have lapsed.

4. SERVICES EXCLUDED: This agreement covers only the right to use the SOFTWARE. Any related services (including installation, training, implementation assistance, custom programming, and integration of upgrades) may be procured by separate contract with USI.

This agreement does NOT include any licenses, training, installation, maintenance and ongoing support of integrated third-party products (including Microsoft Office, SQL Server, Crystal Reports, etc.) unless specifically stated herein.

Any SOFTWARE modifications or enhancements performed by USI specifically on behalf of the CLIENT, whether paid for by

♦ St Louis
+1 636-688-2000

♦ Karlsruhe
+49 721-355-01-0

♦ London
+44 20-7872-5898

♦ Paris
+33 1-53-01-11-06

♦ Sydney
+61 2-9209-4807

♦ Hong Kong
+852 2593-1201

www.ungerboeck.com
marketing@ungerboeck.com

CLIENT or not, remain the property of USI and may at USI sole discretion be incorporated into or withheld from the software generally made available to USI's other clients.

5. CONFIDENTIALITY: CLIENT acknowledges that the information contained in the SOFTWARE is confidential and contains trade secrets belonging to USI or USI's licensor(s). Therefore, CLIENT shall implement all reasonable measures necessary to safeguard USI's ownership and confidentiality of the SOFTWARE, including without limitation:

- a) to allow its employees and third parties access to the SOFTWARE only to the extent necessary to permit the performance of their services to CLIENT and to require that they agree to comply with the provisions of this Section.
- b) not to permit the removal or alteration of copyright or confidentiality labels or notices contained in the SOFTWARE,
- c) not to disassemble or reverse engineer the SOFTWARE,
- d) and not to duplicate or reproduce the SOFTWARE, except that CLIENT may make copies for backup and recovery purposes, user training and testing of software updates.

6. WARRANTY: USI warrants to CLIENT for twelve (12) months from the date of software installation that the SOFTWARE shall function substantially in accordance with the related user documentation provided by USI.

USI further warrants that the SOFTWARE does not contain, nor will future releases thereof contain any disabling devices which could be capable of intentionally impairing CLIENT's use of the SOFTWARE.

USI also warrants that it does not violate any US or international copyrights or patents.

USI's sole obligation in respect of a breach of the foregoing warranty shall be to modify or replace the SOFTWARE so as to correct the defective performance; the warranty period extends automatically to the completion of such modification or replacement.

CLIENT shall give USI prompt written notice of any claims by third parties under the foregoing warranties. USI shall have sole control and bear the entire cost of the defense of any infringement claim and negotiations for the settlement thereof.

Neither of the foregoing warranties shall apply to the extent that any alleged infringement or defect derives from a combination of the SOFTWARE with any program, equipment or device not supplied or recommended by USI in the case of a modification or customization of the SOFTWARE by or on behalf of CLIENT, or in the event of CLIENT's failure to install promptly any updates or upgrades provided by USI under this agreement.

7. DISCLAIMER OF OTHER WARRANTIES: Except as provided in Section 6, all warranties, conditions, representations and guarantees whether expressed or implied, are hereby excluded, superseded and disclaimed.

8. REMEDY LIMITATIONS: In no event shall USI be liable for any consequential, indirect or special damages, except only in the case of personal injury where and to the extent applicable law imposes such liability.

USI's liability for damages shall in any event be limited to the aggregate license and maintenance fees received by USI from CLIENT under this agreement.

9. ESCROW: USI agrees to deposit the then most current SOFTWARE source code and associated support materials at least once per year with a reputable software escrow agent for possible release to REGISTERED LICENSEES.

CLIENT may at any time elect to become a REGISTERED LICENSEE by filing the prerequisite REGISTERED LICENSEE form and paying the associated annual Escrow Registration fees.

The source code may be used by CLIENT only if USI discontinues the ongoing support of software. In that event, CLIENT may acquire a perpetual, non-exclusive license by paying to USI an amount of US\$ 1.00 to use the source code for the purpose of maintaining, supporting and modifying the software for its internal uses only.

10. TERMINATION: USI shall have the right to terminate this agreement for cause upon thirty (30) calendar days written notice if CLIENT breaches any of its obligations under this agreement. CLIENT shall have the above thirty (30) days to cure the breach. Otherwise, CLIENT shall, upon the effective date of such notice or upon ceasing to use the SOFTWARE, whichever is earlier, purge all SOFTWARE from the licensed computer and all other computer systems, storage media and other files, return to USI any copies of the SOFTWARE, and certify to USI in writing that it has complied with the foregoing obligations and has not provided total or partial copies of the SOFTWARE to any third party.

The expiration or termination of this agreement for any reason shall not extinguish or diminish CLIENT's obligation under Section 6 to maintain the confidentiality of the SOFTWARE, which obligation is continuing and shall survive termination of this agreement.

11. ASSIGNMENT: This agreement is personal to CLIENT and neither this agreement nor any of CLIENT's rights or duties hereunder shall be assigned, sub-licensed, sold or otherwise transferred by CLIENT, including to any successor-in-interest to

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♦ Karlsruhe
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♦ London
+44 20-7872-5898

♦ Paris
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♦ Sydney
+61 2-9209-4807

♦ Hong Kong
+852 2593-1201

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CLIENT's rights in the Licensed Computer, without USI's prior written consent, which shall not be unreasonably withheld.

12. GOVERNING LAW: This agreement shall be governed by and interpreted in accordance with the laws of the state of Missouri.

13. PAYMENTS: CLIENT shall pay the license fee specified in the attached INVESTMENT SUMMARY in accordance with the following payment terms:

- 50% (fifty percent) of license fees upon execution of this license agreement
- 50% (fifty percent) of license fees within ten (10) days of software installation date

CLIENT shall pay the first Annual Maintenance and Support fee ninety (90) days after the software installation date.

USI's Implementation, Consulting and Custom Report services will be billed monthly as incurred and shall be paid within 10 days of invoice receipt..

Alternatively, CLIENT may procure these services via **prepaid** Bronze, Silver or Gold Service Packs offering substantial discounts as described in the attached INVESTMENT SUMMARY

14. EFFECTIVE DATE: This agreement shall take effect on the later of the two parties' acceptance date(s) signed by an officer of USI and by an authorized representative of CLIENT.

15. TRAVEL EXPENSES: All reasonable travel related expenses including air fare, hotel, meals, taxi, telephone, etc. incurred by USI on the behalf of CLIENT shall be reimbursed by CLIENT within ten (10) days after USI submits a written statement of actual expenses incurred. Travel expenses specifically include USI's time spent traveling during normal business hours.

16. ADVERTISEMENT: CLIENT authorizes USI to reference CLIENT's name and business association in published advertisement and public discussions as appropriate. USI agrees not to divulge CLIENT's proprietary information, trade secrets, or related data.

17. MISCELLANEOUS: Neither party shall disclose the terms and conditions of this agreement to third parties, (except CLIENT's auditors or third parties whose review is mandated by law) without prior written authorization from the other party.

All notices or writings required to be given pursuant hereto shall be deemed given, when actually delivered to an officer of the receiving party.

In the event that a court of competent jurisdiction holds that a particular provision or requirement of the agreement is in violation of any applicable law, each such provision or requirement shall be enforced only to the extent it is not in violation of such law or is not otherwise unenforceable, and all other provisions and requirements of this agreement shall remain in full force and effect.

No amendment to this agreement or waiver of any rights hereunder shall be effective unless in writing and signed by the party against whom enforcement is sought.

This agreement contains the entire understanding of the parties as to the subject matter hereof and merges and supersedes all prior discussions and agreements with respect thereto.

USI: 

Authorized Signature

Dieter K. Ungerboeck
Typed or Printed Name

President

Title

4/4/07
Acceptance Date

CLIENT: RECOMMEND APPROVAL:



Authorized Signature


DARREL JONES
Typed or Printed Name

TDC DIRECTOR

Title

4-11-07
Acceptance Date

APPROVED OKALOOSA COUNTY BCC:

 4/16/07
JAMES D. CURRY DATE:
COUNTY ADMINISTRATOR

♦ St. Louis
+1 636-688-2000

♦ Karlsruhe
+49 721-355-01-0

♦ London
+44 20-7872-5898

♦ Paris
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♦ Sydney
+61 2-9209-4807

♦ Hong Kong
+852 2593-1201

www.ungerboeck.com
marketing@ungerboeck.com

AMENDMENT NO. 4 TO EBMS SOFTWARE LICENSE AGREEMENT

CONTRACT # C07-1502-TDC

This AMENDMENT NO. 4 to the Contract for EBMS Software License Agreement, Contract # C07-1502-TDC by and between the Okaloosa County Board of County Commissioners through its Tourist Development Department ("County") and Ungerboeck Systems International ("Contractor"), is hereby amended.

WHEREAS, Contract # C07-1502-TDC includes a provision "Annual maintenance fee of fifteen percent (15%) of the list license fee then charged to new customers for the then current version of the products identified in the attached INVESTMENT SUMMARY"; and

WHEREAS, Ungerboeck Systems International has requested an annual maintenance fee of \$7,501 for the period 11/01/2017 – 10/31/2018; and

WHEREAS, the County has determined that it is necessary to amend Contract # C07-1502-TDC to reflect the annual maintenance fee.

NOW THEREFORE, in consideration of the mutual covenants herein and other good and valuable consideration, the parties hereby agree to amend Contract # C07-1502-TDC as follows:

1. Annual maintenance fee is \$7,501 for the period 11/01/2017 – 10/31/2018.
2. This AMENDMENT NO. 4 shall be effective November 1, 2017.
3. All other provisions of Contract # C07-1502-TDC shall remain in full force and effect.

IN WITNESS WHEREOF, the parties hereto have caused these presents to be executed on the last date herein written below.

UNGERBOECK SYSTEMS INTERNATIONAL




Signature

Manish Chandra, President/CEO
Printed Name & Title

Date: 11/14/17

**BOARD OF COUNTY COMMISSIONERS OF
OKALOOSA COUNTY, FLORIDA**



Signature

Greg Kisela, Purchasing Director

Date: 11/29/17

GENERAL SERVICES INSURANCE REQUIREMENTS

REVISED: 06/12/17

CONTRACTORS INSURANCE

1. The Contractor shall not commence any work in connection with this Agreement until he has obtained all required insurance and such insurance has been approved by the Okaloosa County Risk Manager or designee.
2. All insurance policies shall be with insurers licensed to do business in the State of Florida.
3. All insurance shall include the interest of all entities named and their respective agents, consultants, servants and employees of each and all other interests as may be reasonably required by Okaloosa County as Additional Insured. The coverage afforded the Additional Insured under this policy shall be primary insurance. If the Additional Insured have other insurance that is applicable to the loss, such other insurance shall be on an excess or contingent basis. The amount of the company's liability under this policy shall not be reduced by the existence of such other insurance.
4. The County shall be listed as Additional Insured by policy endorsement on all insurance contracts applicable to this Agreement except Workers' Compensation.
5. The County shall be furnished proof of coverage by certificates of insurance (COI) and endorsements for every applicable insurance contract required by this Agreement. The COI's and policy endorsements must be delivered to the County Representative not less than ten (10) days prior to the commencement of any and all contractual Agreements between the County and the Contractor.
6. The County shall retain the right to reject all insurance contracts that do not meet the requirement of this Agreement. Further, the County reserves the right to change these insurance requirements with 60-day notice to the Contractor.
7. The insurance definition of Insured or Additional Insured shall include Subcontractor, Sub-subcontractor, and any associated or subsidiary companies of the Contractor, which are involved, and which is a part of the contract.
8. The County reserves the right at any time to require the Contractor to provide certified copies of any insurance policies to document the insurance coverage specified in this Agreement.

9. The designation of Contractor shall include any associated or subsidiary company which is involved and is a part of the contract and such, if any associated or subsidiary company involved in the project must be named in the Workers' Compensation coverage.
10. All insurance policies shall include a clause to provide 30 days written notice to Okaloosa County for any changes, cancellations or non-renewal of the policy, with the exception of 10 day notice for cancellation due to non-payment of premium. Such notice shall be given directly to the County Representative.

WORKERS' COMPENSATION INSURANCE

1. The Contractor shall secure and maintain during the life of this Agreement Workers' Compensation insurance for all of his employees employed for the project or any site connected with the work, including supervision, administration or management, of this project and in case any work is sublet, with the approval of the County, the Contractor shall require the Subcontractor similarly to provide Workers' Compensation insurance for all employees employed at the site of the project, and such evidence of insurance shall be furnished to the County not less than ten (10) days prior to the commencement of any and all sub-contractual Agreements which have been approved by the County.
2. Such insurance shall comply with the Florida Workers' Compensation Law.
3. No class of employee, including the Contractor himself, shall be excluded from the Workers' Compensation insurance coverage. The Workers' Compensation insurance shall also include Employer's Liability coverage.

BUSINESS AUTOMOBILE AND COMMERCIAL GENERAL LIABILITY INSURANCE

1. The Contractor shall maintain Business Automobile Liability insurance coverage throughout the life of this Agreement. The insurance shall include Owned, Non-owned & Hired Motor Vehicle coverage.
2. The Contractor shall carry other Commercial General Liability insurance against all other Bodily Injury, Property Damage and Personal and Advertising Injury exposures.
3. All liability insurance (other than Professional Liability) shall be written on an occurrence basis and shall not be written on a claims-made basis. If the insurance is issued with an aggregate limit of liability, the aggregate limit of liability shall apply only to the locations included in this Agreement. If, as the result of any claims or other reasons, the available limits of insurance reduce to less than those stated in the Limits

of Liability, the Contractor shall notify the County representative in writing. The Contractor shall purchase additional liability insurance to maintain the requirements established in this Agreement. Umbrella or Excess Liability insurance can be purchased to meet the Limits of Liability specified in this Agreement.

4. Commercial General Liability coverage shall be endorsed to include the following:
 - 1.) Premises – Operation Liability
 - 2.) Occurrence Bodily Injury and Property Damage Liability
 - 3.) Independent Contractors Liability
 - 4.) Products and Completed Operations Liability
5. Contractor shall agree to keep in continuous force Commercial General Liability coverage for the length of the contract.

LIMITS OF LIABILITY

The insurance required shall be written for not less than the following, or greater if required by law and shall include Employer’s liability with limits as prescribed in this contract:

	<u>LIMIT</u>
1. Worker’s Compensation	
1.) State	Statutory
2.) Employer’s Liability	\$100,000 each accident
2. Business Automobile	\$1,000,000 each occurrence (A combined single limit)
3. Commercial General Liability	\$1,000,000 each occurrence (A combined single limit)
4. Personal and Advertising Injury	\$250,000

NOTICE OF CLAIMS OR LITIGATION

The Contractor agrees to report any incident or claim that results from performance of this Agreement. The County representative shall receive written notice in the form of a detailed written report describing the incident or claim within ten (10) days of the Contractor’s knowledge. In the event such incident or claim involves injury and/or property damage to a third party, verbal notification shall be given the same day the

Contractor becomes aware of the incident or claim followed by a written detailed report within ten (10) days of verbal notification.

INDEMNIFICATION & HOLD HARMLESS

To the fullest extent permitted by law, Contractor shall indemnify and hold harmless the County, its officers and employees from liabilities, damages, losses, and costs including but not limited to reasonable attorney fees, to the extent caused by the negligence, recklessness, or wrongful conduct of the Contractor and other persons employed or utilized by the Contractor in the performance of this contract.

Note: For Contractor's convenience, this certification form is enclosed and is made a part of the bid package.

CERTIFICATE OF INSURANCE

1. Certificates of insurance, in duplicate, indicating the job site and evidencing all required coverage must be submitted to and approved by Okaloosa County prior to the commencement of any of the work. The certificate holder(s) shall be as follows: Okaloosa County, 5479A Old Bethel Road, Crestview, Florida, 32536.
2. All policies shall expressly require 30 days written notice to Okaloosa County at the address set out above, or the cancellations of material alterations of such policies, and the Certificates of Insurance, shall so provide.
3. All certificates shall be subject to Okaloosa County's approval of adequacy of protection and the satisfactory character of the Insurer. County reserves the right to approve or reject all deductible/SIR above \$10,000. The Certificates of Insurance shall disclose any and all deductibles or self-insured retentions (SIRs).
4. All deductibles or SIRs, whether approved by Okaloosa County or not, shall be the Contractor's full responsibility. In particular, the Contractor shall afford full coverage as specified herein to entities listed as Additional Insured.
5. In no way will the entities listed as Additional Insured be responsible for, pay for, be damaged by, or limited to coverage required by this schedule due to the existence of a deductible or SIR. Specific written approval from Okaloosa County will only be provided upon demonstration that the Contractor has the financial capability and funds necessary to cover the responsibilities incurred as a result of the deductible or SIR.

GENERAL TERMS

Any type of insurance or increase of limits of liability not described above which, the Contractor required for its own protection or on account of statute shall be its own responsibility and at its own expense.

The carrying of the insurance described shall in no way be interpreted as relieving the Contractor of any responsibility under this contract.

Should the Contractor engage a subcontractor or sub-subcontractor, the same conditions will apply under this Agreement to each subcontractor and sub-subcontractor.

The Contractor hereby waives all rights of subrogation against Okaloosa County and its consultants and other indemnities of the Contractor under all the foregoing policies of insurance.

UMBRELLA INSURANCE

The Contractor shall have the right to meet the liability insurance requirements with the purchase of an umbrella insurance policy. In all instances, the combination of primary and umbrella liability coverage must equal or exceed the minimum liability insurance limits stated in this Agreement.

PROCUREMENT/CONTRACT/LEASE INTERNAL COORDINATION SHEET

Procurement/Contract/Lease Number: C07-1502-TOC Tracking Number: 2601-17
Procurement/Contractor/Lessee Name: Ungerboeck Grant Funded: YES ___ NO ___
Purpose: Amendment 4
Date/Term: 11/1/17 - 10/31/18 1. GREATER THAN \$50,000
Amount: \$7,501 2. GREATER THAN \$25,000
Department: TOC 3. \$25,000 OR LESS
Dept. Monitor Name: Dunwoody

Purchasing Review

Procurement requirements are met:


Purchasing Director or designee

Greg Kisela, DeRita Mason, Matthew Young

Date: 9/27/17

2CFR Compliance Review (if required)

Approved as written:

N/A

Grants Coordinator

Renee Biby

Date: _____

Risk Management Review

Approved as written:

Insurance Requirements


Risk Manager or designee

Laura Porter or Krystal King

Date: 9-28-17

County Attorney Review

Approved as written:

See Approval Dated

County Attorney

Gregory T. Stewart, Lynn Hoshihara, Kerry Parsons or Designee

Date: 10/3/17

Following Okaloosa County approval:

Contracts & Grants

Document has been received:

Contracts & Grants Manager

Marcella Eubanks, Mindy Kovalsky, Ashley Endris

Date: _____

Matthew Young

From: Parsons, Kerry <KParsons@ngn-tally.com>
Sent: Tuesday, October 03, 2017 8:36 AM
To: Matthew Young
Cc: Lynn Hoshihara; Renee (Gayla) Biby; Krystal King; Laura Porter; Charlotte Dunworth
Subject: RE: C07-1502-TDC Amendment 4 - Ungerboeck Software Invoice/ Coordination Number: 2601-17

Amendment No. 4 to the above referenced contract is approved for legal purposes.

From: Matthew Young [mailto:myoung@co.okaloosa.fl.us]
Sent: Wednesday, September 27, 2017 12:51 PM
To: Parsons, Kerry
Cc: Lynn Hoshihara; Renee (Gayla) Biby; Krystal King; Laura Porter
Subject: FW: C07-1502-TDC Amendment 4 - Ungerboeck Software Invoice/ Coordination Number: 2601-17
Importance: High

Good morning (for a few more minutes, here on Central Standard Time),

I am starting coordination for the attached. Please review.

Respectfully,



Matthew Young
Contracts & Lease Coordinator
Okaloosa County Purchasing Department

Tel: (850) 689-5960 Fax: (850) 689-5970
myoung@co.okaloosa.fl.us www.co.okaloosa.fl.us
5479 Old Bethel Rd, Suite A, Crestview, FL 32536

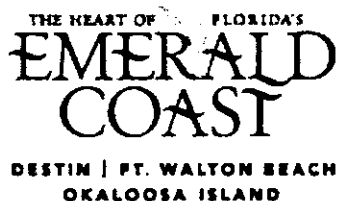
Please note. Due to Florida's very broad public records laws, most written communications to or from County, employees regarding County business are public records, available to the public and media upon request. Therefore, this written e-mail communication, including your e-mail address, may be subject to public disclosure.

From: Charlotte Dunworth
Sent: Wednesday, September 27, 2017 7:10 AM
To: Matthew Young <myoung@co.okaloosa.fl.us>
Subject: C07-1502-TDC Amendment 4 - Ungerboeck Software Invoice

Good morning Matthew – please begin contract coordination for the attached amendment. Amendments were previously taken to the Board for signature based on the cumulative value of the contract. It's my understanding with the revised purchasing manual that each amendment or extension stands alone in determining approval threshold. As such, this amendment is prepared for Greg's signature. Thanks!

Sunny Regards,
Charlotte Dunworth

Finance, Administration, & Compliance Manager
850.609.5385 phone
cdunworth@co.okaloosa.fl.us



Emerald Coast Convention & Visitors Bureau
1540 Miracle Strip Parkway SE
Fort Walton Beach, FL 32548
EmeraldCoastFL.com

Please note: Due to Florida's very broad public records laws, most written communications to or from County employees regarding County business are public records, available to the public and media upon request. Therefore, this written e-mail communication, including your e-mail address, may be subject to public disclosure.

From: Leonard Durant [<mailto:leonard.durant@ungerboeck.com>]
Sent: Thursday, September 21, 2017 4:15 PM
To: Rosemary "RC" Chancy <rchancy@co.okaloosa.fl.us>
Cc: Peggy Blanton <pblanton@co.okaloosa.fl.us>; lenorad@ungerboeck.com
Subject: Ungerboeck Software Invoice

Hello,
Please find attached your invoice from Ungerboeck Software International. Please process and pay at your earliest convenience.

Thanks,
Leonard Durant
Accounts Receivable Specialist
Tel: +1 800 400 4052 ext 518 (USA)
Tel: +1 636 300 5606 (Outside USA)
Leonard.Durant@ungerboeck.com
www.ungerboeck.com

CAUTION: This email originated from outside the organization. Do not click links or open attachments unless you recognize the sender and know the content is safe.

CAUTION: This email originated from outside the organization. Do not click links or open attachments unless you recognize the sender and know the content is safe.

AMENDMENT NO. 3 TO EBMS SOFTWARE LICENSE AGREEMENT

CONTRACT # C07-1502-TDC

This AMENDMENT NO. 3 to the Contract for EBMS Software License Agreement, Contract # C07-1502-TDC by and between the Okaloosa County Board of County Commissioners through its Tourist Development Department ("County") and Ungerboeck Systems International ("Contractor"), is hereby amended.

WHEREAS, Contract # C07-1502-TDC includes a provision "Annual maintenance fee of fifteen percent (15%) of the list license fee then charged to new customers for the then current version of the products identified in the attached INVESTMENT SUMMARY"; and

WHEREAS, Ungerboeck Systems International has requested an annual maintenance fee of \$7,144 for the period 11/01/2016 – 10/31/2017; and

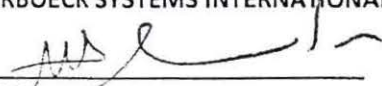
WHEREAS, the County has determined that it is necessary to amend Contract # C07-1502-TDC to reflect the annual maintenance fee.

NOW THEREFORE, in consideration of the mutual covenants herein and other good and valuable consideration, the parties hereby agree to amend Contract # C07-1502-TDC as follows:

1. Annual maintenance fee is \$7,144 for the period 11/01/2016 – 10/31/2017.
2. This AMENDMENT NO. 3 shall be effective on November 1, 2016.
3. All other provisions of Contract # C07-1502-TDC shall remain in full force and effect.

IN WITNESS WHEREOF, the parties hereto have caused these presents to be executed on the last date herein written below.

UNGERBOECK SYSTEMS INTERNATIONAL

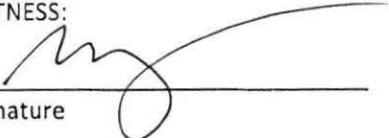


Signature

Manish Chandak, President & CEO
Printed Name & Title

Date: October 3, 2016

WITNESS:



Signature

Angela Kelley
Printed Name

CERTIFIED A TRUE
AND CORRECT COPY

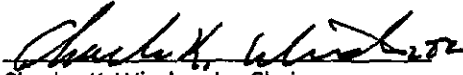
JD PEACOCK II
CLERK CIRCUIT COURT

BY 
DEPUTY CLERK

DATE 10/18, 2016



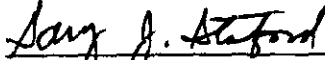
BOARD OF COUNTY COMMISSIONERS OF
OKALOOSA COUNTY, FLORIDA

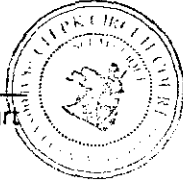

Charles K. Windes, Jr., Chairman

Date: 11/17/16



ATTEST:


Gary J. Stafford
J.D. Peacock II, Clerk of Circuit Court



CONTRACT & LEASE INTERNAL COORDINATION SHEET

Contract/Lease Number: C07-1502-TDC Tracking Number: 2048-16
Contractor/Lessee Name: Ungerboeck Systems International Grant Funded: YES ___ NO ___
Purpose: Amendment 3 to EDMS Software License Agreement
Date/Term: 10/31/2017 1. GREATER THAN \$50,000
Amount: \$7,144 2. GREATER THAN \$25,000
Department: TDC 3. \$25,000 OR LESS
Dept. Monitor Name: Dunwoith
Document has been reviewed and includes any attachments or exhibits.

Purchasing Review

Procurement requirements are met:
Ch - Powell Date: 9/27/2016
Purchasing Director or designee Zan Fedorak, Charles Powell, DeRita Mason

Risk Management Review

Approved as written:
Krystal King Date: 9-28-16
Risk Manager or designee Laura Porter or Krystal King

County Attorney Review

Approved as written: See attachment dated 9/26/2016 Date: _____
County Attorney Gregory T. Stewart, Lynn Hoshihara, Kerry Parsons or Designee

Following Okaloosa County approval:

Contract & Grant

Document has been received:

Contracts & Grants Manager Date: _____

**TOURIST DEVELOPMENT DEPARTMENT
CONTRACT APPROVAL FORM**

CONTRACTOR NAME: UNGERBOECK SYSTEMS INTERNATIONAL

PURPOSE: AMENDMENT NO.3 TO EBMS SOFTWARE
LICENSE AGREEMENT

TERM: November 1, 2016 to October 31, 2017

AMOUNT: \$7,144

I have reviewed the above-referenced Contract and find it to be in compliance with the Tourist Development Department Operations & Procedures Manual, the Okaloosa County Purchasing Manual and applicable local, state and federal laws, rules and regulations.

(Initial applicable authorization)

LH This approval authorizes the contract to be entered into by the County and executed by the appropriate authorizing official in accordance with the Okaloosa County Purchasing Manual.

_____ This approval authorizes the payment under the Contract to be processed for payment.

APPROVED AS TO FORM AND LEGALITY:



TDD ATTORNEY

LYNN HOSHIHARA

SEPTEMBER 26, 2016



CA#24

6510

**BOARD OF COUNTY COMMISSIONERS
AGENDA REQUEST**


DATE: November 15, 2016
TO: Honorable Chairman and Members of the Board
FROM: Zan Fedorak
SUBJECT: Request approval of Amendment No. 3 of the Ungerboeck Systems International Contract
DEPARTMENT: Purchasing
BCC DISTRICT: 2, 4 & 5

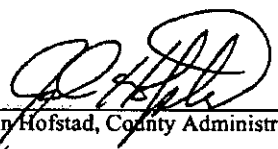
STATEMENT OF ISSUE: Request approval of Amendment No. 3 of the EBMS Software Services Agreement through Ungerboeck Systems International.

BACKGROUND & ANALYSIS: On February 27, 2015 a contract was executed with Ungerboeck Systems International to provide software for the event management systems for the Emerald Coast Conference Center. This agreement is amended annually for the maintenance fee of the software. The annual maintenance fee for the period of November 1, 2016 to October 31, 2017 is \$7,144. Staff requests approval of Amendment No. 3 and requests the Chairman sign the document.

OPTIONS: Approve/Deny Amendment No. 3 of the EBMS Software Services Agreement through Ungerboeck Systems International to memorialize the maintenance fee for November 1, 2016 to October 31, 2017.

RECOMMENDATION: Staff recommends approval of Amendment No. 3 of the EBMS Software Services Agreement through Ungerboeck Systems International to memorialize the maintenance fee for November 1, 2016 to October 31, 2017.

RECOMMENDED BY: 
Zan Fedorak, Director 11/8/2016

APPROVED BY: 
John Hofstad, County Administrator 11/9/2016
John Hofstad, County Administrator

AMENDMENT NO. 2 TO EBMS SOFTWARE LICENSE AGREEMENT

CONTRACT # C07-1502-TDC

This AMENDMENT NO. 2 to the Contract for EBMS Software License Agreement, Contract # C07-1502-TDC by and between the Okaloosa County Board of County Commissioners through its Tourist Development Department ("County") and Ungerboeck Systems International ("Contractor"), is hereby amended.

WHEREAS, Contract # C07-1502-TDC includes a provision "Annual maintenance fee of fifteen percent (15%) of the list license fee then charged to new customers for the then current version of the products identified in the attached INVESTMENT SUMMARY"; and

WHEREAS, Ungerboeck Systems International has requested an annual maintenance fee of \$6,902 for the period 11/01/2015 – 10/31/2016; and

WHEREAS, the County has determined that it is necessary to amend Contract # C07-1502-TDC to reflect the annual maintenance fee.

NOW THEREFORE, in consideration of the mutual covenants herein and other good and valuable consideration, the parties hereby agree to amend Contract # C07-1502-TDC as follows:

1. Annual maintenance fee is \$6,902 for the period 11/01/2015 – 10/31/2016.
2. This AMENDMENT NO. 2 shall be effective on November 1, 2015.
3. All other provisions of Contract # C07-1502-TDC shall remain in full force and effect.

IN WITNESS WHEREOF, the parties hereto have caused these presents to be executed on the last date herein written below.

OKALOOSA COUNTY

By:  _____

Title: County Administrator

Date: 10/22/15

UNGERBOECK SYSTEMS INTERNATIONAL

By:  _____

Title: Chief Executive Officer

Date: 9/28/2015

**CONTRACT #C07-1502-TDD
USI
CONF CENTER EBMS SOFTWARE AGREEMENT
EXPIRES: INDEFINITE**

**TOURIST DEVELOPMENT DEPARTMENT
CONTRACT APPROVAL FORM**

CONTRACTOR NAME: UNGERBOECK SYSTEMS INTERNATIONAL
PURPOSE: AMENDMENT NO.2 TO EBMS SOFTWARE
LICENSE AGREEMENT
TERM: November 1, 2015 to October 31, 2016
AMOUNT: \$6,902

I have reviewed the above-referenced Contract and find it to be in compliance with the Tourist Development Department Operations & Procedures Manual, the Okaloosa County Purchasing Manual and applicable local, state and federal laws, rules and regulations.

(Initial applicable authorization)

This approval authorizes the contract **to be entered into by the County and executed by the appropriate authorizing official in accordance with the Okaloosa County Purchasing Manual.**

This approval authorizes the payment under the Contract **to be processed for payment.**

APPROVED AS TO FORM AND LEGALITY:



TDD ATTORNEY

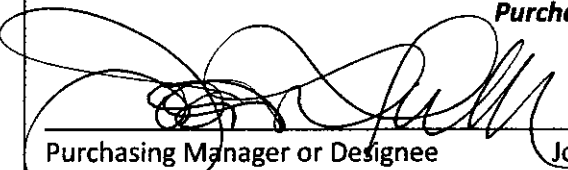
LYNN HOSHIHARA

SEPTEMBER 22, 2015

CONTRACT & LEASE INTERNAL COORDINATION SHEET

Contract/Lease Number: <u>C07-1502-TDC</u>	Tracking Number: <u>1546-16</u>
Contractor/Lessee Name: <u>USI</u>	Grant Funded: YES ___ NO ___
Purpose: <u>EBMS Software License Agreement Amd 2</u>	
Date/Term: <u>10/31/16</u>	1. <input type="checkbox"/> GREATER THAN \$50,000
Amount: <u>\$6,902</u>	2. <input type="checkbox"/> GREATER THAN \$25,000
Department: <u>TDD</u>	3. <input type="checkbox"/> \$25,000 OR LESS
Dept. Monitor Name: <u>Schroeder / Dunwoody</u>	
Document has been reviewed and includes any attachments or exhibits.	

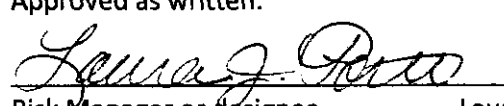
Purchasing Coordination

 Date: 10-16-15

Purchasing Manager or Designee Joanne Kublik or Sunnie Estes

Risk Management Review

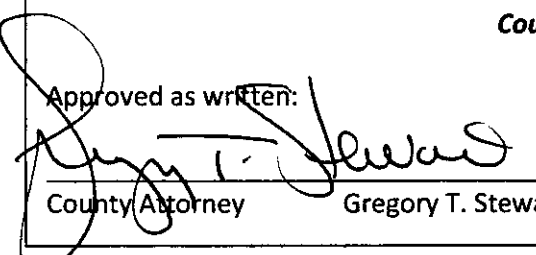
Approved as written:

 Date: 10-20-15

Risk Manager or Designee Laura Porter or Krystal King

County Attorney Review

Approved as written:

 Date: 10-20-15

County Attorney Gregory T. Stewart, Lynn Hoshihara, Kerry Parsons or designee

Following Okaloosa County approval:

Contracts & Grants

Document has been received:

_____ Date: _____

Contracts & Grants Manager

**AMENDMENT NO. 1 TO
CONTRACT # C07-1502-TDC**

This AMENDMENT NO. 1 to Contract # C07-1502-TDC by and between the Okaloosa County Board of County Commissioners through its Tourist Development Department ("County") and Ungerboeck Systems International ("Contractor") is hereby amended.

WHEREAS, Contract # C07-1502-TDC includes a provision "Annual maintenance fee of fifteen percent (15%) of the list license fee then charged to new customers for the then current version of the products identified in the attached INVESTMENT SUMMARY"; and

WHEREAS, Ungerboeck Systems International has requested an annual maintenance fee of \$6,669 for the period 11/01/2014 – 10/31/2015; and

WHEREAS, the County has determined that it is necessary to amend Contract # C07-1502-TDC to reflect the annual maintenance fee.

NOW THEREFORE, in consideration of the mutual covenants herein and other good and valuable consideration, the parties hereby agree to amend Contract # C07-1502-TDC as follows:

1. Annual maintenance fee is \$6,669 for the period 11/01/2014 – 10/31/2015.
2. This AMENDMENT NO. 1 shall be effective on November 1, 2014.
3. All other provisions of Contract # C07-1502-TDC shall remain in full force and effect.

IN WITNESS WHEREOF, the parties hereto have caused these presents to be executed on the last date herein written below.

OKALOOSA COUNTY

By: _____

**JOHN HOFSTAD
INTERIM COUNTY ADMINISTRATOR
DATE: OCTOBER 31, 2014**

UNGERBOECK SYSTEMS INTERNATIONAL

By: _____

Title: _____

Date: _____

**CONTRACT #C07-1502-TDD
USI
CONF CENTER EBMS SOFTWARE AGREE
EXPIRES: INDEFINITE**

Invoice # 48663

Ungerboeck Systems International, Inc., 100 Ungerboeck Park, 63368-8694 O'Fallon
 Tel. 1.636.300.5606
 Email: AccountsReivable@ungerboeck.com

Bill-To:

Carol Foley, CMP
 Emerald Coast Convention Center
 1250 Miracle Strip Parkway SE
 Ft. Walton Beach, FL 32548

Customer:

Emerald Coast Convention Center
 1250 Miracle Strip Parkway SE
 Ft. Walton Beach, FL 32548

Invoice Date	Amount Due	Due Date	Account	Tax ID	Supplier #
10/06/2014	6,669.00 USD	11/05/2014	0005456		

Date	Description	Units	Rate	Charges
11/01/2014 - 10/31/2015	* Annual Ungerboeck Software Maintenance Agreement	1.00	6,669.00 / EA	6,669.00 USD
11/01/2014 - 10/31/2015	* 12 User License	1.00		
Invoice Total:				6,669.00 USD

For Domestic Payments:

Beneficiary Bank: JPMorgan Chase Bank, NA
 Beneficiary Account Name: Ungerboeck Systems International Inc.
 Beneficiary Fedwire ABA for Wire Payments: 021000021
 Beneficiary Fedwire ABA for ACH Payments: 075000019
 Beneficiary Account Number: 205939239

For International Payments:

Beneficiary Bank: JPMorgan Chase Bank, NA
 Beneficiary Swift BIC: CHASUS33
 Beneficiary Fedwire ABA for Wire Payments: 021000021
 Beneficiary Fedwire ABA for ACH Payments: 075000019
 CHIPS Member: 0002
 Telex: 420120
 Beneficiary Account Name: Ungerboeck Systems International Inc.
 Beneficiary Account Number: 205939239

Please note that all bank charges are the responsibility of the Payee.
 Please use invoice number as a reference for payment.
 Please e-mail a payment remittance to: AccountsReivable@ungerboeck.com

Otherwise please remit checks to:
 Ungerboeck Systems International, Inc.
 100 Ungerboeck Park
 O'Fallon, MO 63368-8694
 Attn: Accounts Receivable

* These items are not taxable

**TOURIST DEVELOPMENT DEPARTMENT
CONTRACT APPROVAL FORM**

CONTRACTOR NAME: UNGERBOECK SYSTEMS INTERNATIONAL
PURPOSE: MAINTENANCE OF SOFTWARE
TERM: November 1, 2014 to October 31, 2015
AMOUNT: \$6,669

I have reviewed the above-referenced Contract and find it to be in compliance with the Tourist Development Department Operations & Procedures Manual, the Okaloosa County Purchasing Manual and applicable local, state and federal laws, rules and regulations.

(Initial applicable authorization)

LH This approval authorizes the contract **to be entered into by the County and executed by the appropriate authorizing official in accordance with the Okaloosa County Purchasing Manual.**

_____ This approval authorizes the payment under the Contract **to be processed for payment.**

APPROVED AS TO FORM AND LEGALITY:



TDD ATTORNEY

LYNN HOSHIHARA

OCTOBER 24, 2014



**OKALOOSA COUNTY
BOARD OF COUNTY COMMISSIONERS**

**PURCHASE
ORDER NO.** 20701352

PAGE NO. 1

FLORIDA SALES TAX EXEMPT
#85-801262247C-9

SEND ALL INVOICES TO:
OKALOOSA COUNTY FINANCE DEPARTMENT
101 E. JAMES LEE BLVD., SUITE # 115
CRESTVIEW, FL 32536-3552

FEDERAL TAX IDENTIFICATION
#59-6000765

VENDOR

SUPPLIER

20700347
UNGERBOECK SYSTEMS INTERNATIONAL
87 HUBBLE
OFALLON MO 63368-8694

INFORMATION SYSTEMS-JOHNNY NICHOLS
601-A N PEARL ST SUITE #205
CRESTVIEW FL 32536

ATTN: PEGGY

ORDER DATE: 02/26/07 BUYER LARICA REQ. #: R0701336 REQ. DATE: 02/22/07

TERMS: NET 30 DAYS FOB: DESTINATION DESC:

01	1.00 JOB UNGERBOECK SYSTEMS EBMS SOFTWARE - EBMS MODULES AS LISTED ON ATTACHED INVESTMENT SUMMARY. ANALYSIS SOFTWARE - 8 USERS.	23840.0000	23,840.00
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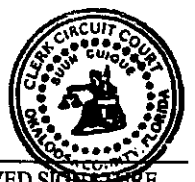
approval to pay 2-28-07
Check issued - 3-1-07
Check # 20704809
\$23,840.00

Jay D
2-26-07

DEPT NO.	ACCOUNT	AMOUNT	PROJECT CODE
4617	552801	23,840.00	

PAGE TOTAL \$ 23,840.00
\$ 23,840.00

out



AUTHORIZED/APPROVED SIGNATURE



Investment Summary

Emerald Coast Conference Center

Vend to:
January 31, 2007
Nr. 32490

All Prices in USD

Number of Concurrent Users: 8

EBMS Module License Fees	✓	License Fee
Event CRM	✓	4,200
Contract Administration	✓	2,800
Facility Booking	✓	3,700
Event Management & Coordination	✓	8,000
Accounts Receivable	✓	3,200
System Access Manager (Required)	✓	7,900
		List Price 29,800
		Package Discount 5,960
		Total Module Price 23,840
IEBMS Web Services License		Trans/Year License Fee
Includes all IEBMS web transactions for relevant modules purchased above	#N/A	#N/A

Implementation and Training	Daily Rate	Days	
Project Planning	1,250	1	Included
EBMS Installation	1,250	2	Included
EBMS Concepts and Applications	1,250	2	Included
System Configuration and Process Workshops	1,000	1	1,000
Accounting training remote	1,400	1	1,400
End User Training	1,250	6	7,500
System Manager Class (off-site) 2 days	400	2	800
Data Conversion			TBD
Custom Reports			2,000
	Subtotal	15	12,700
	Silver Prepaid Service Pack Discount	12.5%	1,568
			Total Implementation and Training 11,113

Summary	
EBMS Module License Fees	\$ 23,840
IEBMS Web Services License	#N/A
Total License Fees	\$ 23,840
Implementation & Training	\$ 11,113
Total Initial Investment	\$ 34,953
First Annual Maintenance & Support (15% EBMS List Price + IEBMS Price + Interfaces)	\$ 4,470

To whom it may concern:

As requested I'm writing to help explain the maintenance price increase for Ungerboeck Software as it relates to Emerald Coast Convention Center.

As worded in the "EBMS Software License Agreement" signed on April 11th, 2007, customer will be charged a "maintenance fee of fifteen percent (15%) of the list license fee then charged to new customers for the then current version of the products [owned] ... Maintenance fees in the first (3) three years shall not increase by more than five percent (5%), or the increase in the US Consumer Price Index, whichever is higher."

As you can see by the schedule for maintenance fees paid below, fees have not exceeded 5% increase for the first three years and we have billed maintenance fees within the contractual capacity of our agreements.

Maintenance Year	Amount	Increase %
2007-08 Maintenance	4,470.00	
2008-09 Maintenance	4,694.00	5.0%
2009-10 Maintenance	4,929.00	5.0%
2010-11 Maintenance	5,175.00	5.0%
2011-12 Maintenance	5,929.00	14.6%
2012-13 Maintenance	6,225.00	5.0%
2013-14 Maintenance	6,443.00	3.5%

During the 2011-12 Maintenance renewal period, Emerald Coast purchased a license upgrade (iEBMS Web Services), where the addendum explained that the associated maintenance fees would increase by \$495.00 the next year in addition to the standard 5% increase so that change is reflected in the 14.6% increase.

If you need any copies of the agreement please don't hesitate to ask and copies can be emailed at your request.

Best Regards,



Dusty Hassler
Controller & Director of Administration