

## EXHIBIT B

### CONTRACT, LEASE, AGREEMENT CONTROL FORM

Date: 12/11/2000

Contract/Lease Control #: C01-0496-SWI-25

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

Award To/Lessee: CAROLINA SOFTWARE

Lessor: \_\_\_\_\_

Effective Date: 12/7/2000 \$16200.00

Term: INDEFINITE

Description of Contract/Lease: LICENSE & SOFTWARE UPGRADE AND MAINTENANCE

Department Manager: SOLID WASTE

Department Monitor: C. HALSEY

Monitor's Telephone #: 651-7394

Monitor's FAX #: 651-7397

Date Closed: \_\_\_\_\_



**FIRST AMENDMENT TO THE AGREEMENT BETWEEN OKALOOSA  
COUNTY, FLORIDA AND  
CAROLINA SOFTWARE  
CONTRACT NO. C01-0496-PW**

This First Amendment to the Agreement between Okaloosa County, a political subdivision of the state of Florida (the "County"), and Carolina Software, executed this 19<sup>th</sup> day of April, 2021, is made a part of the original Agreement dated December 7, 2000, Contract No. C01-0496-PW (the "original Agreement"), incorporated herein by reference. The County and Contractor hereby agree as follows:

1. The County and Contractor wish to amend the agreement to reflect the following changes:
  - a. WasteWORKS Support and Maintenance increases to \$700.00/quarter.
  - b. Additional on-site days @ \$990.00/day plus expenses.
  - c. Custom Crystal Reports can be created @ \$150.00 per hour (estimate can be provided).
2. **OTHER PROVISIONS REMAIN IN EFFECT.** Except as specifically modified herein, all terms and conditions of the original Agreement between the parties, dated December 7, 2020 and any amendments thereto, shall remain in full force and effect.
3. **CONFLICTING PROVISIONS.** The terms, statements, requirements, or provisions contained in this Amendment shall prevail and be given superior effect and priority over any conflicting or inconsistent terms, statements, requirements or provisions contained in any other document or attachment.

(Remainder of Page Intentionally Left Blank)



IN WITNESS WHEREOF, the parties hereto have executed this Amendment on the day and year first written above.

CAROLINA SOFTWARE:

Jim Blunt  
Signature

TITLE: Secretary/Treasurer

James Blanton  
Print Name

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OKALOOSA COUNTY, FLORIDA

BY: [Signature]  
John Hofstad, County Administrator



Carolina Software, Inc.  
 Phone: 910-799-6767 - Fax: 910-799-1177  
 PO Box 3097 - Wilmington, NC - 28406  
 www.wasteworks.com

Proposal#  
 SL44025

**WasteWORKS for Solid Waste Management**

WasteWORKS-SQL for Existing WasteWORKS Customer  
 (from Version 7/8)

Updated  
 7/13/2020

To: Gayle Edge  
 Program Technician  
 Okaloosa County Public Works  
 Office (850) 423-4825 / Fax (850) 689-5715  
 gedge@myokaloosa.com

From: Jon Leeds jon.leeds@wasteworks.com

**Subject: WasteWORKS-SQL Software**

US DOLLARS

**WasteWORKS Software Pricing**

		WasteWORKS	
Qty	Description	Unit Price	Ext Price
1	<b>WasteWORKS-SQL Site License (one server, up to 5 users) (V.7 Customer flat fee)</b> (covers central server, 5 total users)(users refers to installed workstations) (2 Office, 1 Baker, 1 Wright, 1 FW)	\$3,000.00	\$3,000.00
0	<b>WasteWORKS-SQL - Additional Users (if needed)</b>	\$500.00	\$0.00
3	<b>WasteWORKS-SQL - Synchronization Manager (per additional server) (Baker, Wright, FW)</b> WasteWORKS Support and Maintenance increases to \$700/Quarter	\$500.00	\$1,500.00

Subtotal for WasteWORKS Software License(s): **\$4,500.00**

**Installation and Training**

3	WasteWORKS installation & training days (Remote or On-site)	\$990.00	\$2,970.00
0	Days auto meals & lodging per diem (On-site only)	\$350.00	\$0.00
0	Airfare (estimated) (On-site only)	\$600.000	\$0.00

**Remote Assistance Days - Preinstallation**

0	WasteWORKS Dedicated Remote Assistance Day (conversion/setup)	\$500.00	\$0.00
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**Total cost for Software with Installation and Training: \$7,470.00**

**Notes:**

Mileage/Airfare will be billed at actual (if applicable).  
We will install the newest version of WasteWORKS for Windows on your computers (if applicable).  
We will provide training for all applicable WasteWORKS functions.  
We will assist with connection between scale and computer(s) if needed.  
Prices do not include shipping or sales tax, if any.  
Does not include prices for any additional hardware that may be needed  
This is an estimate. Prices are current for one year.  
Software is not custom.  
Customer to provide PC's to spec including any network connections (hubs/switches) required and all necessary COM ports.  
~~Additional on-site days @ \$90/day plus expenses.~~  
Prices are good for one year from receipt of Purchase Order. (updated each year)  
Custom Crystal Reports can be created @ \$150/hour (estimate can be provided).  
WasteWORKS-SQL requires remote connectivity to all sites for Carolina Software Support Staff (i.e. VPN/Remote Desktop)  
\*WasteWORKS-SQL comes standard with MS SQL Server Express edition licensing (customers may choose to provide standard MS SQL Server installation and support)  
Customer to provide adequate MS SQL Server licenses for sites/databases that exceed Express license maximums - see attached hardware sheet or MS website for limitations of SQL Server Express edition)  
Customer to provide local DBA for support and maintenance of SQL databases.

~~WasteWORKS Support and Maintenance increases to \$700/Quarter~~

**OPTIONAL:**

Digi Portserver 2 (connects scales to both PC's) - \$575.50

\_\_\_\_\_  
Approved by:

\_\_\_\_\_  
Title

\_\_\_\_\_  
Date

\_\_\_\_\_  
PO Number

Shipping Address:

_____
_____
_____



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

Procurement/Contract/Lease Number: COT-0496-PW Tracking Number: 4080-20  
Procurement/Contractor/Lessee Name: Cardano Software Grant Funded: YES \_\_\_ NO X  
Purpose: Amendment  
Date/Term: Indefinite 1.  GREATER THAN \$100,000  
Department #: 4301 2.  GREATER THAN \$50,000  
Account #: 552801 3.  \$50,000 OR LESS  
Amount: \$13,350  
Department: PW Dept. Monitor Name: Autry

**Purchasing Review**

Procurement or Contract/Lease requirements are met:  
DeRita Mason Date: 7-14-2020  
Purchasing Manager or designee Jeff Hyde, DeRita Mason, Jesica Darr

**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: 7-14-2020  
\_\_\_\_\_ 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

**Department Funding Review**

Department funding confirmed: \_\_\_\_\_ Date: \_\_\_\_\_

**DeRita Mason**

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**From:** Lisa Price  
**Sent:** Tuesday, July 14, 2020 1:45 PM  
**To:** DeRita Mason  
**Subject:** RE: SQL Upgrade Proposal

Approved by Risk, no insurance element.

Thank you,

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



*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.*

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**From:** DeRita Mason <[dmason@myokaloosa.com](mailto:dmason@myokaloosa.com)>  
**Sent:** Tuesday, July 14, 2020 1:03 PM  
**To:** Parsons, Kerry <[KParsons@ngn-tally.com](mailto:KParsons@ngn-tally.com)>  
**Cc:** Lynn Hoshihara <[lhoshihara@myokaloosa.com](mailto:lhoshihara@myokaloosa.com)>; Lisa Price <[lprice@myokaloosa.com](mailto:lprice@myokaloosa.com)>  
**Subject:** FW: SQL Upgrade Proposal

Please review and approve the attached.

Thank you,

**DeRita Mason**

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**From:** Parsons, Kerry <KParsons@ngn-tally.com>  
**Sent:** Monday, August 31, 2020 8:03 AM  
**To:** DeRita Mason  
**Cc:** Lynn Hoshihara  
**Subject:** RE: SQL Upgrade Proposal

This is approved for legal purposes.

**Kerry A. Parsons, Esq.**  
**Nabors  
Giblin &  
Nickerson**  
1500 Mahan Dr. Ste. 200  
Tallahassee, FL 32308  
T. (850) 224-4070  
[kparsons@ngn-tally.com](mailto:kparsons@ngn-tally.com)

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**From:** DeRita Mason <dmason@myokaloosa.com>  
**Sent:** Monday, August 31, 2020 8:53 AM  
**To:** Parsons, Kerry <KParsons@ngn-tally.com>  
**Cc:** Lynn Hoshihara <lhoshihara@myokaloosa.com>  
**Subject:** RE: SQL Upgrade Proposal

See the attached email from the department for clarification.  
If that doesn't work, I don't mind telling them that we need to just go back out.

DeRita Mason



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





PO Box 3097 ♦ 4006 Oleander Drive, Wilmington, N.C. 28406  
Phone: (910) 799-6767 ♦ Fax: (910) 799-1177

### **WasteWORKS SOFTWARE LICENSE & UPGRADE AGREEMENT**

**Grant of License:** Carolina Software Inc.(CSI) hereby grants Okaloosa County Environmental Services of 1759 S. Ferdon Blvd., Crestview, FL 32536, (Licensee), a non-exclusive and non-transferable license to use the Licensed Software. Your right to use the Licensed Software terminates upon the violation of any provision of this License. If any provision of this License shall be held to be unenforceable, such holding shall not affect the enforceability of any other provisions hereof. The Licensed Software is the WasteWORKS computer program and associated materials and documentation.

**Number of Licensed Users:**

**NETWORKS:** Each Network License purchased entitles the Licensee to use WasteWORKS on one(1) Network and on only one(1) file server by no more than the number of users specified by the license fee. If Licensee starts using WasteWORKS with fewer than the User Limit and increases availability of WasteWORKS to more than the User Limit, Licensee must purchase the appropriate number of additional Network Licenses to comply with these terms.

**SINGLE USERS:** If Licensee has not purchased a version of WasteWORKS that is clearly designated as a Network Version, the Licensed Software may not be used on a network or otherwise used simultaneously on more than one computer or processor unless Licensee purchases additional licenses for each multiple simultaneous use.

**Proprietary Rights:** Licensee agrees to take all necessary steps to ensure that the provisions of this License are not violated by Licensee or by any person under your control or in its service, and Licensee shall cause or permit no such person to disassemble, reverse compile or tamper with the Licensed Software. All copyright, patent, trade secret, trademark and other intellectual and proprietary rights in the Licensed Software are and shall remain the valuable property of CSI.

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Carolina Software, Inc.

**WasteWORKS SOFTWARE LICENSE & UPGRADE AGREEMENT**

**Year 2000:** CSI represents and warrants that WasteWORKS is Year 2000 compliant. WasteWORKS will accurately process date/time data(including, but not limited to, calculating, comparing, and sequencing) from, into, and between the 20th and 21st centuries, and the year 1999 and 2000, and accurately performs leap year calculations for the year 2000 and into the 21st century. In addition:

WasteWORKS will not end operation abnormally or provide invalid or incorrect results as a result of processing date data. No acceptable value for current date will cause interruptions in normal operations of systems using WasteWORKS. All manipulations of time-related data(dates, duration, days of week, etc.) will produce the desired results for all valid date values within the operational date range specified for WasteWORKS. Date elements in interfaces and data storage for WasteWORKS will permit specifying the century or use unambiguous algorithms to eliminate date ambiguity. For any date element represented without a century value, WasteWORKS will unambiguously determine the correct century for all manipulations involving that element. In addition, interface documentations will clearly describe how the correct century value is determined. WasteWORKS will accurately processes date/time data with other Year 2000 compliant devices whenever such data is exchanged in accordance with the device's documented interface specification.

CSI will provide the Licensee, at no additional charge with (i) fixes, corrections and updates to WasteWORKS that are necessary to ensure Year 2000 compliance, as defined herein, and (ii) advice, consultation and assistance to use the WasteWORKS software and diagnose and correct Year 2000 Compliance problems that may exist with WasteWORKS.

**License Fee:** \$14,800.00

**Number of Licensed Users:** Network license with three additional site licenses

**Installation and Training:** \$660 per day plus expenses

**Software Support & Upgrades:** CSI will provide voice and/or dial up support 24 hours/7 days in Atlantic through Alaskan time zones. Licensee is responsible for user(s) having adequate training. CSI will provide Licensee with new releases of the Licensed Software as revisions or enhancements are available. CSI charges a fee for Software Support & Upgrades. This fee is billed on a quarterly basis at the beginning of January, April, July and October. At least 90 days prior to the beginning of the fiscal year of the Licensee, CSI will notify the Licensee in writing of any increase in the Software Support & Upgrade Fee. This increase will not exceed five percent of previous years Software Support & Upgrade Fee OR annual increase in the Cost of Living Index - whichever is less.

**Software Support & Upgrade Fee:** \$350 per quarter.

This contract governed by the laws of the State of Florida.

Carolina Software, Inc.

By: Larry Blato

Title: President

Date: Friday, November 17, 2000

Okaloosa County Board of County Commissioners

By: Paula L. Riggs

Title: Chairman

Date: 12-07-00