

# SOFTWARE AGREEMENT

No. 12652

THIS AGREEMENT is signed on \_\_\_\_\_, by the City of Pompano Beach (“Customer” or the “City”) and Camino Technologies Inc., a Delaware corporation authorized to do business in Florida (“Camino”).

**WHEREAS**, Customer requires services which Camino is capable of providing under the terms and conditions described herein; and

**WHEREAS**, Camino is able and prepared to provide such services to Customer under the terms and conditions set forth herein.

**NOW, THEREFORE**, in consideration of those mutual promises and the terms and conditions set forth hereafter, the parties agree as follows:

1. **Contract Documents.** This Agreement consists of the terms applicable to the Software Services described in Exhibit “A” (the “Software Services”), the Insurance Requirements set forth in Exhibit “B” required in connection with the Software Services, and, the Sole Source Letter set forth in Exhibit “C”, all of which are attached hereto and made a part hereof.

2. **Purpose.** Customer currently contracts with Camino to provide the Software Services pursuant to a software license agreement entered into December 21, 2020, (as amended, restated, modified, supplemented or replaced to the date hereof, the “Original Agreement”) and Customer wishes to renew their license to access and use the Software Services, and the parties have agreed to amend and restate the terms of the Original Agreement for such purpose upon the terms and conditions set forth herein.

3. **Scope of Services.** Subject to the terms hereof including the payment of all related fees, Camino shall use commercially reasonable efforts to continue to provide the Software Services as described in Exhibit “A,” if the Software Services require Camino to provide materials or complete the Software Services within a specified time frame or in accordance with certain plans and specifications, these terms and conditions shall be expressly set forth and included in Exhibit “A” and Camino agrees to provide said materials or Software Services in accordance therewith. Camino and Camino’s heirs, executors, administrators, successors and assigns, do hereby agree to full performance of all covenants contained herein on Camino’s part.

A. Customer understands that Camino's performance depends on Customer timely providing Camino with relevant data, feedback and configuration assistance. Any dates or time periods relevant to Camino's Performance shall be extended appropriately and equitably to reflect any delays caused by Customer's failure to timely deliver any such materials. Camino shall not be liable for any delays in performance under this Agreement resulting from Customer's failure to meet these obligations.

4. **Term of Contract.** Unless earlier terminated pursuant to the express terms hereof, the term of this Agreement shall begin on December 21, 2024 and end on December 20, 2027.

5. Price Formula, Payment and Invoices.

A. Price Formula. City agrees to pay Contractor for the Software f Services set forth in this Agreement as follows:

**One hundred and twenty-six thousand dollars (\$126,000.00), payable in annual installments of forty-two thousand dollars (\$42,000.00) on or about December 21st each year.**

7. Termination.

A. Termination for Breach or Default. A material breach or default of any of the covenants, duties, or terms of this Agreement shall be cause for termination, in whole or in part, of this Agreement, subject to the terms hereof.

In the event of such material breach or default, the defaulting party shall be given written notice in accordance with Article 8 herein which describes in reasonable detail the alleged breach or default and thirty (30) calendar days to cure same (ten (10) days in the case of non-payment). Failure to cure all such described defects within the required time period shall result in termination of this contract with written notice to the defaulting party or, in the case of Camino, suspension of any applicable Software Services.

B. Termination for Convenience. Customer has the right to terminate this Agreement for convenience by providing Contractor with ninety (90) business days written notice in accordance with Article 8. The foregoing notice may include Customer's proposed Transition Plan, timeline for terminating the Software Services, requests for specific Software Services product documents and materials, and other provisions regarding winding down concerns and activities. Termination by Customer pursuant to this Section shall not entitle Customer to any refund of annual fees prepaid in advance. All of Customer Data in the possession and control of Contractor shall, upon request, be delivered to City within thirty (30) business days from the effective date of Termination.

B.1 Upon termination, Customer will pay in full for all Software Services performed up to and including the effective date of termination. Upon any termination of this Agreement: (a) all Software Services provided to Customer hereunder shall immediately terminate; and (b) each party shall return to the other party or, at the other party's option, destroy all Confidential Information of the other party in its possession.

B.2 All sections of this Agreement which by their nature should survive termination will survive termination, including, without limitation, accrued rights to payment, confidentiality obligations, warranty disclaimers, and limitations of liability.

8. Contract Administrators, Notices and Demands.

A. Contract Administrators. During the term of this Agreement, the Customer's Contract Administrator shall be the Development Services Department's Principal Planner and Camino's Contract Administrator shall be designated by Camino from time to time, as applicable.

B. Notices and Demands. A notice, demand, or other communication hereunder by either party to the other shall be effective if it is in writing and sent via email, facsimile, registered or certified mail or other trackable delivery service, postage prepaid to the representatives named below or is addressed and delivered to such other authorized representative at the address as that party, from time to time may designate in writing and forward to the other.

If to Camino: Camino Technologies, Inc.  
PO BOX 31001-4247  
Pasadena, CA 91110-4247  
Office: 866-999-1846 ext. 3  
Email: accounting@claritisoftware.com

If to Customer: City Manager  
100 West Atlantic Blvd  
Pompano Beach, FL 33060  
Office: 954-786-4601  
Email: Greg.Harrison@copbfl.com

With a copy to: Max Wemyss, Principal Planner  
100 West Atlantic Blvd  
Pompano Beach, FL 33060  
Office: 954-786-4671  
Email: Max.Wemyss@copbfl.com

8. Indemnification. Except as expressly provided herein, no liability shall attach to the City by reason of entering into this Agreement.

A. Camino shall at all times indemnify, defend, save and hold harmless the Customer, its officers, officials, employees, volunteers and other authorized agents from and against any and all claims, demands, suit, damages, attorneys' fees, fines, losses, penalties, defense costs or liabilities suffered by the Customer arising directly or indirectly from Customer's performance under this Contract, including but not limited to, any act, breach, omission, negligence, recklessness or misconduct of Camino and/or any of its agents, officers, or employees hereunder, including any inaccuracy in or breach of any of the representations, warranties or covenants made by the Camino, its agents, officers and/or employees, in the performance of services of this contract. Camino agrees to investigate, handle, respond to, provide defense for, and defend any such claims at its sole expense and to bear all other costs and expenses related thereto, even if the claim(s) is/are groundless, false or fraudulent. To the extent considered necessary by Customer, any sums due Camino hereunder may be retained by Customer until all of Customer's claims for indemnification hereunder have been settled or otherwise resolved, and any amount withheld shall not be subject to payment of interest by Customer.

B Camino acknowledges and agrees that Customer would not enter into this Agreement without Camino's indemnification of the Customer. The parties agree that one percent (1%) of the total compensation paid to Camino hereunder shall constitute specific consideration to Camino for the indemnification provided under this Article and these provisions shall survive expiration or early termination of this Agreement.

9. Disputes. Any factual disputes between City and Camino in regard to this Agreement shall be directed to the City Manager for the City, and such decision shall be final; provided, always, however:

A. Either party may appeal the factual determination if there is reasonable evidence that the determination was made on an incorrect or incomplete basis.

B. Appeals must be lodged within sixty (60) days from the date of the initial determination. The appeal process shall involve an impartial third-party arbiter agreed upon by both parties.

C. The decision of the impartial third-party arbiter shall be final and binding, with no further right of appeal.

10. Public Records.

A. The City of Pompano Beach is a public agency subject to Chapter 119, Florida Statutes. Camino shall comply with Florida's Public Records Law, as amended. Specifically, Camino shall:

A.1. Keep and maintain public records required by the Customer in order to perform the Software Services.

A.2. Upon request from the Customer's custodian of public records, provide the Customer with a copy of applicable records or allow such records to be inspected or copied within a reasonable time at a cost that does not exceed the cost provided in Chapter 119, Florida Statutes or as otherwise provided by law.

A.3. Ensure that public records that are exempt or confidential and exempt from public records disclosure requirements are not disclosed except as authorized by law for the duration of the contract term and following completion of the contract if Camino does not transfer the records to the Customer.

A.4. Upon completion of the contract, transfer, at no cost to the Customer, all applicable public records in possession and control of Camino, or keep and maintain public records required by applicable law to perform the Software Service. If Camino transfers all public records to the Customer upon completion of the contract, Camino shall destroy any duplicate public records that are exempt or confidential and exempt from public records disclosure requirements. If Camino keeps and maintains public records upon completion of the contract, Camino shall meet all applicable requirements for retaining public records. All records stored electronically must be provided to the Customer, upon request from the Customer's custodian of public records in a format that is compatible with the information technology systems of the Customer.

- B. Failure of Camino to provide the above described public records to the Customer within a reasonable time may subject Camino to penalties under 119.10, Florida Statutes, as amended.

## **PUBLIC RECORDS CUSTODIAN**

**IF CAMINO HAS QUESTIONS REGARDING THE APPLICATION OF CHAPTER 119, FLORIDA STATUTES, TO CAMINO'S DUTY TO PROVIDE PUBLIC RECORDS RELATING TO THIS CONTRACT, CONTACT THE CUSTODIAN OF PUBLIC RECORDS AT:**

### **CITY CLERK**

**100 W. Atlantic Blvd., Suite 253  
Pompano Beach, Florida 33060  
(954) 786-4611  
RecordsCustodian@copbfl.com**

11. Sovereign Immunity. Nothing in this Agreement shall constitute a waiver by the Customer of its sovereign immunity limits as set forth in section 768.28, Florida Statutes. Nothing herein shall be construed as consent from either party to be sued by third parties.

12. Governing Law; Venue. This Agreement shall be interpreted and construed in accordance with and governed by the laws of the State of Florida. The exclusive venue for any litigation arising from, related to, or in connection with this Agreement shall be in the Seventeenth Judicial Circuit in and for Broward County, Florida, or in the United States District Court for the Southern District of Florida, or United States Bankruptcy Court for the Southern District of Florida, as applicable. BY ENTERING INTO THIS AGREEMENT, THE PARTIES HEREBY EXPRESSLY WAIVE ANY RIGHTS EITHER PARTY MAY HAVE TO A TRIAL BY JURY OF ANY CIVIL LITIGATION RELATED TO THIS AGREEMENT.

13. Entire Agreement. This document incorporates and includes all prior negotiations, correspondence, conversations, agreements or understandings applicable to the matters contained herein, including, for certainty, the Original Agreement, and the parties agree that there are no commitments, agreements or understandings concerning the subject matter of this Agreement that are not contained in this document. Accordingly, it is agreed that no deviation from the terms hereof shall be predicated upon any prior representations or agreements, whether oral or written.

14. Restrictions and Responsibilities.

- A. This is a contract for access to the Software Services and Customer agrees not to, directly or indirectly: reverse engineer, decompile, disassemble, or otherwise attempt to discover the source code, object code, or underlying structure, ideas, or algorithms of the Software Services, documentation or data related to the Software Services, except to the extent such a restriction is limited by applicable law; modify, translate, or create derivative works based on the Software Services; or copy, rent, lease, distribute, assign, sell, or otherwise commercially exploit, transfer, or encumber rights to the Software Services; or remove any proprietary notices.

B. Customer will use the Software Services only in compliance with all applicable laws and regulations (including, but not limited to, any export restrictions).

C. Customer shall be responsible for obtaining and maintaining any equipment and other services needed to connect to, access or otherwise use the Software Services and Customer shall also be responsible for (a) ensuring that such equipment is compatible with the Software Services, (b) maintaining the security of such equipment, user accounts, passwords and files, and (c) for all uses of Customer user accounts with or without Customer's knowledge or consent.

15. Ownership. Camino retains all right, title, and interest in the Software Services and all derivatives, modifications, or other updates thereto, and any and all intellectual property rights in any of the foregoing (including all past, present, and future rights associated with works of authorship, including exclusive exploitation rights, copyrights, and moral rights, trademark and trade name rights and similar rights, trade secret rights, patent rights, and any other proprietary rights in intellectual property of every kind and nature) therein.

A. Camino warrants now and at all times during the Term: (i) that Camino is the owner of the Software Services and has the right to license it to third parties; and (ii) the Solution will not infringe, or constitute an infringement or misappropriation of, any intellectual property rights of any third party.

16. Confidentiality. Each party (the "Receiving Party") agrees not to disclose (except as permitted herein) any Confidential Information of the other party (the "Disclosing Party") without the Disclosing Party's prior written consent. "Confidential Information" means all confidential business, technical, and financial information of the disclosing party that is marked as "Confidential" or an equivalent designation or that should reasonably be understood to be confidential given the nature of the information and/or the circumstances surrounding the disclosure (including the terms of the applicable Software Agreement). Camino's Confidential Information includes, without limitation, the software underlying the Software Services and all documentation relating to the Software Services. "Confidential Information" does not include "Public Data," which is data that the Customer has previously released or would be required to release according to applicable federal, state, or local public records laws. The Receiving Party agrees: (i) to use and disclose the Confidential Information only in connection with this Agreement; and (ii) to protect such Confidential Information using the measures that Receiving Party employs with respect to its own Confidential Information of a similar nature, but in no event with less than reasonable care. Notwithstanding the foregoing, Confidential Information does not include information that: (i) has become publicly known through no breach by the receiving party; (ii) was rightfully received by the receiving party from a third party without restriction on use or disclosure; or (iii) is independently developed by the Receiving Party without access to such Confidential Information. Notwithstanding the above, the Receiving Party may disclose Confidential Information to the extent required by law or court order, provided that prior written notice of such required disclosure and an opportunity to oppose or limit disclosure is given to the Disclosing Party. The Customer shall at all times comply with the public records disclosure requirement of Chapter 119 Florida Statutes and shall not be subjected to liability for its compliance with Florida Statute Chapter 119.

17. Warranty and Disclaimer.

A. Camino represents and warrants that: (i) it has all right and authority necessary to enter into and perform this Agreement; and (ii) the Software Services shall be performed in a professional and workmanlike manner in accordance with generally prevailing industry standards.

B. Customer represents and warrants that (i) it has all right and authority necessary to enter into and perform this Agreement; (ii) it owns all right, title, and interest in and to all data provided to Camino for use in and in connection with this Agreement, or possesses the necessary authorization thereto; and (iii) Camino's use of such materials in connection with the Software Services" will not violate the rights of any third party.

C. CAMINO DOES NOT WARRANT THAT THE SOFTWARE SERVICES WILL BE UNINTERRUPTED OR ERROR FREE; NOR DOES IT MAKE ANY WARRANTY AS TO THE RESULTS THAT MAY BE OBTAINED FROM USE OF THE SOFTWARE SERVICES. EXCEPT AS SET FORTH IN THIS ARTICLE 17, THE SOFTWARE SERVICES ARE PROVIDED "AS IS" AND CAMINO DISCLAIMS ALL WARRANTIES, EXPRESS OR IMPLIED, INCLUDING, BUT NOT LIMITED TO, IMPLIED WARRANTIES OF MERCHANTABILITY, TITLE, FITNESS FOR A PARTICULAR PURPOSE, AND NON-INFRINGEMENT.

18. Limitation of Liability. NEITHER PARTY, NOR ITS SUPPLIERS, OFFICERS, AFFILIATES, REPRESENTATIVES, CONTRACTORS AND EMPLOYEES, SHALL BE RESPONSIBLE OR LIABLE WITH RESPECT TO ANY SUBJECT MATTER OF THIS AGREEMENT OR RELATED TERMS AND CONDITIONS UNDER ANY CONTRACT, NEGLIGENCE, STRICT LIABILITY, OR OTHER THEORY: (A) FOR ERROR OR INTERRUPTION OF USE OR FOR LOSS OR INACCURACY OF DATA OR COST OF PROCUREMENT OF SUBSTITUTE GOODS OR SERVICES OR LOSS OF BUSINESS; (B) FOR ANY INDIRECT, EXEMPLARY, PUNITIVE, INCIDENTAL, SPECIAL, OR CONSEQUENTIAL DAMAGES; OR (C) FOR ANY MATTER BEYOND SUCH PARTY'S REASONABLE CONTROL, EVEN IF SUCH PARTY HAS BEEN ADVISED OF THE POSSIBILITY OF SUCH LOSS OR DAMAGE. NOTWITHSTANDING ANYTHING IN THIS AGREEMENT, CAMINO'S MAXIMUM LIABILITY TO THE CUSTOMER UNDER THIS AGREEMENT WILL NOT EXCEED THE AGGREGATE AMOUNT OF FEES PAID BY THE CUSTOMER TO CAMINO DURING THE TWELVE (12) MONTH PERIOD PRECEDING THE EVENT GIVING RISE TO THE CLAIM.

19. Miscellaneous. Capitalized terms not otherwise defined herein have the meaning set forth Exhibit "A". Neither party shall be held responsible or liable for any losses arising out of any delay or failure in performance of any part of this Agreement, other than payment obligations, due to any act of god, act of governmental authority, or due to war, riot, labor difficulty, failure of performance by any third-party service, utilities, or equipment provider, or any other cause beyond the reasonable control of the party delayed or prevented from performing. With the Customer's approval, Camino shall have the right to use and display Customer's logos and trade names for marketing and promotional purposes in connection with Camino's website and marketing materials, subject to Customer's trademark usage guidelines (as provided to Camino). If any provision of this Agreement is found to be unenforceable or invalid, that provision will be limited or eliminated to the minimum extent necessary so that this Agreement will otherwise remain in full force and effect and enforceable. This Agreement is not assignable or transferable by either party without the other party's prior written consent, provided however that either party may assign this Agreement to a successor to all or substantially all of its business or assets. This Agreement including all exhibits attached hereto is the complete and exclusive statement of the mutual understanding of the parties and supersedes and cancels all previous written and oral agreements, communications, and other understandings relating to the subject matter of this Agreement, and that all

waivers and modifications must be in a writing signed by both parties. No agency, partnership, joint venture, or employment is created as a result of this Agreement and neither party has any authority of any kind to bind the other party in any respect. In any action or proceeding to enforce rights under this Agreement, the prevailing party will be entitled to recover costs and attorneys' fees.

20. Insurance. Camino shall maintain for the duration of this Agreement the following insurance as described in Exhibit "B."

21. SOC-1/SOC-2 Reports. Upon request by Customer, Camino agrees to provide the Customer with a copy of any available SOC-1/SOC-2 reports on the date center(s) hosting the Licensed Products. Upon request by Customer, Camino also agrees to provide Customer with a copy of any available SOC-1/SOC-2 reports on the Licensed Products themselves. Customer agrees to treat any SOC-1/SOC-2 reports as the confidential trade secrets of Camino in accordance with this Agreement.

22. Scrutinized Companies.

By execution of this Agreement, in accordance with the requirements of F.S. 287.135 and F.S. 215.473, Camino certifies that Camino is not participating in a boycott of Israel. Camino further certifies that Camino is not on the Scrutinized Companies that Boycott Israel list, not on the Scrutinized Companies with Activities in Sudan List, and not on the Scrutinized Companies with Activities in Iran Terrorism Sectors List, nor has Camino been engaged in business operations in Syria. Subject to limited exceptions provided in state law, the Customer will not contract for the provision of goods or services with any scrutinized company referred to above. In accordance with Section 287.135, Florida Statutes as amended, a company is ineligible to, and may not, bid on, submit a proposal for, or enter into or renew a contract with any agency or local government entity for goods or services of:

A. Any amount if, at the time of bidding on, submitting a proposal for, or entering into or renewing such contract, the company is on the Scrutinized Companies that Boycott Israel List, created pursuant to Section 215.4725, Florida Statutes, or is engaged in a boycott of Israel; or

B. One million dollars or more if, at the time of bidding on, submitting a proposal for, or entering into or renewing such contract, the company:

B.1. Is on the Scrutinized Companies with Activities in Sudan List of the Scrutinized Companies with Activities in Iran Terrorism Sectors List, created pursuant to Section 215.473, Florida Statutes; or

B.2. Is engaged in business operations in Syria.

C. Submitting a false certification or being placed on a list created pursuant to Section 215.473, Florida Statutes relating to scrutinized active business operations in Iran after Camino has submitted a certification, shall be deemed a material breach of contract. The Customer shall provide notice, in writing, to Camino of the Customer's determination concerning the false certification. Camino shall have five (5) days from receipt of notice to refute the false certification allegation. If such false certification is discovered during the active contract term, Camino shall have ninety (90) days following receipt of the notice to respond in writing and demonstrate that the determination of false certification was made in error. If Camino does not demonstrate that the Customer's determination of false certification was made in error then the Customer shall



have the right to terminate the contract and seek civil remedies pursuant to Section 287.135, Florida Statutes, as amended from time to time.

23. Affidavit of Compliance with Anti-Human Trafficking Laws. In accordance with section 787.06 (13), Florida Statutes, the undersigned, on behalf of the entity listed below (“Entity”), hereby attests under penalty of perjury that:

A. Entity does not use coercion for labor or services as defined in Section 787.06, Florida Statutes, entitled “Human Trafficking”.

24. Affidavit of Compliance with Foreign Entity Laws. The undersigned, on behalf of the entity listed below (“Entity”), hereby attests under penalty of perjury as follows:

A. Entity is not owned by the government of a foreign country of concern as defined in Section 287.138, Florida Statutes.

B. The government of a foreign country of concern does not have a controlling interest in Entity.

C. Entity is not organized under the laws of, and does not have a principal place of business in, a foreign country of concern.

D. Entity is not owned or controlled by the government of a foreign country of concern, as defined in Section 692.201, Florida Statutes.

E. Entity is not a partnership, association, corporation, organization, or other combination of persons organized under the laws of or having its principal place of business in a foreign country of concern, as defined in Section 692.201, Florida Statutes, or a subsidiary of such entity.

F. Entity is not a foreign principal, as defined in Section 692.201, Florida Statutes.

G. Entity is in compliance with all applicable requirements of Sections 692.202, 692.203, and 692.204, Florida Statutes.

25. Severability. Should any provision of this Agreement or the applications of such provisions be rendered or declared invalid by a court action or by reason of any existing or subsequently enacted legislation, the remaining parts of provisions of this Agreement shall remain in full force and effect.

**THE REMAINDER OF THE PAGE IS INTENTIONALLY LEFT BLANK**

**IN WITNESS WHEREOF**, the parties hereto have caused this Agreement to be executed the day and year hereinabove written.

Attest:

**CITY OF POMPANO BEACH**

\_\_\_\_\_  
KERVIN ALFRED, CITY CLERK

By: \_\_\_\_\_  
REX HARDIN, MAYOR

(SEAL)

By: \_\_\_\_\_  
GREGORY P. HARRISON, CITY MANAGER

APPROVED AS TO FORM:

\_\_\_\_\_  
MARK E. BERMAN, CITY ATTORNEY

Camino Technologies Inc.

Witnesses:

*RH*

By: *Cyrus Symoom*  
Cyrus Symoom, CEO

Danielle Gardner

(Print or Type Name) 4209 Ramsey Avenue, Austin TX 78756

*Wendy M. Roche*

Wendy M. Roche

(Print or Type Name)

2260 S. Ferdon Blvd.  
Crestview FL 32536

STATE OF Florida

COUNTY OF Lake

The foregoing instrument was acknowledged before me, by means of  physical presence or  online notarization, this 02 day of December, 2024, by Cyrus Symoom as CEO of Camino Technologies Inc., a Delaware corporation, authorized to do business in the State of Florida, on behalf of the corporation, who is personally known to me or who has produced \_\_\_\_\_ as identification.

*Alejandra Marin*

NOTARY PUBLIC, STATE OF Florida

NOTARY'S SEAL:

Notarized online using audio-video communication



Alejandra Marin

(Name of Acknowledger Typed, Printed or Stamped)

HH 500859

Commission Number

# Exhibit A – Software Services

Camino is a web-based solution that improves the customer experience for permit and licensing processes. Camino software is provided through a SaaS (software as a service) model, meaning that all functionality is accessed through the internet on a subscription basis. For this proposal, Camino is excited to offer the solutions outlined below.

## Permit and Licensing System:

Camino shall assist in configuring and running a hosted Licensing System for the Customer. The Customer has the following needs that will be addressed under this scope:

- A fully hosted, web-based system that is accessible to staff and applicants.
- A smart application portal that generates a set of requirements based on the details of the application.
- Application review and reporting.
- Fee Generation and online payment capabilities.
- Document upload and storage.
- Internal review and task management.
- Inspection management.

Customer staff with Administrator-level permissions will be able to do the following configuration within the Permitting System:

- Build any type of Guide option they wish.
- Configure an unlimited number of internal users. Staff will be able to add and remove users at any time.
- Upload PDF files to create digital forms with overlaid fields or signatures that need to be collected from applicants.
- Define fees that need to be collected from applicants. Fees can be defined by a formula that includes numeric variables.
- Require that certain documents need to be uploaded as part of an application process.
- Create a series of templates for common tasks such as inspections or internal reviews.
- Use a logic-driven rules engine to create the different application, review, and inspection processes based on information provided by the applicant. The rules can also be driven by GIS queries. Camino shall integrate commission-provided GIS layers into the Permit System.
- Configure the different Record types to be issued. Each Record type can be set to expire after a period of time. A re-application workflow can be defined for each license type and shall automatically begin during the expiration window.
- Customize instructions and helper text through a rich text editor.
- Configure Data Fields that can be reused throughout the system in rules, fee calculations and on forms. Data Fields can be configured with a default value.
- Configure User Fields that shall be saved to each Applicant user's account and auto-populated on new Submissions.
- Create customizable workflows with custom statuses, transitions, and auto-transitions based on task completion.
- Configure tasks or steps to be auto-assigned based on workflow status.
- Configure a set of pre-defined message templates that can be used for messaging within Submissions.

- Manage GIS layers with the Camino Geo Service:
  - Add, remove or view existing layers and history.
  - Import layers as shapefiles or through an ESRI URL.
  - Update layer data manually at any frequency.

All Agency staff shall be able to do the following (from a desktop or iPad browser):

- View an inbox showing all comments, notes and activity across Submission in the system.
- View a table of all Submissions. Filter and search by any Data Field, User Field or System Field.
  - Create Saved Views based on a specific set of filters. Saved views can be private or global.
  - Export a CSV file of all Submissions
- For each Submission:
  - Update the status within the associated workflow, as long as required steps have been completed. Required steps and tasks will automatically be added as the workflow advances.
  - Request changes on specific steps for the applicant to re-complete.
  - View the current Applicant's information and transfer ownership to a new Applicant.
  - View all tasks assigned to the applicant and to internal staff. View task status.
  - Add or remove tasks. Assign tasks to any user and specify a due date. Mark tasks as complete.
  - Manage Reviews:
    - Assign each review to a user or group.
    - Add documents to each review.
    - Share correction letters and markups with the Applicant.
    - If integrated with a 3<sup>rd</sup>-party review system, send and receive documents from that system.
  - Manage Inspections:
  - View all financial transactions and outstanding fees.
    - Refund (partially or fully) fees that have been paid.
    - Manually adjust the value of any fee before it is paid.
    - Add a note to each transaction.
  - Fill out internal forms.
  - View all answers provided by the applicant and all GIS queries that were run against the Submission.
  - View, update, add and remove data fields that were collected during the application.
  - View all documents that were uploaded by the applicant and by other staff. View a date stamp on each document.
  - Upload new documents directly to the submission. If on a tablet or mobile, attach photographs.
  - Issue a Record (Permit or License) to the Submission. View all Records that have been issued to the Submission.
  - Send messages directly to the applicant through any task or application step. Pre-defined message templates can be searched and added.
  - Log private, internal notes on any task or application step or on the Submission directly.
  - View an Activity Feed showing all messages sent, status updates, payment modifications, and automated emails.
  - View a map showing how the Submission address interacts with GIS and parcel attributes. Please note that the map will not show GIS layers aside from parcels.
  - Change or update the address for the Submission.
  - Log time spent working on the Submission for time-tracking purposes. View a history of all logged time by a user.
  - Subscribe to the Submission to receive notifications and updates.

- Add or remove secondary Applicants.
- Create a new Submission on behalf of an applicant and assign it to their account.
- View a table of all Records that have been issued. For each Record, view the expiration status (active, expiring soon, expired) and manually update the expiration date. Void or archive records.
- View a list of all tasks assigned to a user, or all tasks across the system. Sort and filter by status, assignment, due date.
- View all Submissions and Records on a map. Select a location to view all Submission and Records at that address.
- Receive email notifications when an applicant sends a chat message and when a task is assigned to a user. A notification is also sent when a task nears its due date.
- Integrate a payment processor to process financial transactions through Camino.
- Search, view or export a CSV file of all financial transactions processed or recorded within Camino.
- Customize the list of email notifications that are received based on system activity.

Applicants shall be able to do the following:

- Create an account based on an email address. All progress is saved in real-time when logged in.
- View a list of any applications (in progress or submitted) that have been issued.
- Go through a guided application process that starts with a survey. The survey asks for the type of permit, the location, and additional details defined by the Commission. These factors then generate a list of required steps for the applicant to complete.
- Be automatically informed of any location-based restrictions at their address.
- View a checklist-style list of all tasks that have been completed and that are pending.
- Fill out digital forms and sign with a digital signature.
- Upload documents by dragging-and-dropping from their desktop.
- View auto-calculated fees and pay fees via credit card. A transaction fee is applied to all credit card payments, set by the payment processor.
- Send chat messages directly to the agency.
- Receive email notifications when a chat message is sent by the agency, when the application status is updated, and when a Record is issued.
- Camino will allow applicants to schedule inspections through a calendar interface. Calendar invites will be sent to the applicant and inspector.
- View any Records that have been issued to the Submission.
- Receive an email notification when a Record is nearing expiration. The applicant will be invited back to the system to complete any required re-application steps.

Camino currently supports the following integrations out of the box. New integrations can be configured or built using Camino's API:

- Payment Processors
  - Stripe
  - Invoice Cloud
  - Point and Pay
  - Authorize.net
- Plan Review / Markup
  - ePlanSoft
  - Blue Beam

# Customer Service

Camino offers a web-based platform that is accessible from all major desktop web browsers. Camino currently works on browser versions that are still supported by their parent company. As of the date of this proposal, the list of supported browsers (on Windows, OSX, or Linux) is:

- Chrome
- Firefox
- Internet Explorer / Edge
- Safari

Camino guarantees 24/7 access with 99.9% uptime. Camino will occasionally bring the service down for scheduled maintenance and updates, but never during the hours of 6am-pm, M – F.

If this agreement is terminated, Camino shall (upon request) provide the Customer with a full export of all Customer data within 30 days of the request and up to ninety (90) days following termination of the agreement.

## Technical Support Services

Camino shall assign a Customer Success Manager to assist with onboarding, training, and ongoing support. This representative shall be the primary point of contact for all requests and issues.

In order to initiate a technical support ticket, the Customer must email [support@oncamino.com](mailto:support@oncamino.com). Requests made through other channels are not subject to this Exhibit "A".

Camino uses the following incident response levels:

- Level 1: Mission critical error that prevents users from accessing or using the system.
- Level 2: A critical feature is broken.
- Level 3: All other bugs or errors.

When an issue is reported, Camino shall respond within four (4) hours during the hours of 8am-9pm PST, M-F. The response will include a support ticket and estimated time to fix. Camino targets the following fix times:

- Level 1 incident: twenty-four (24) hours.
- Level 2 incident: forty-eight (48) hours.
- Level 3 incident: five (5) days.

## Training

Regardless of the implementation package, Camino shall provide one (1) kick-off meeting at the beginning of the implementation and up to five (5) hours of staff training. The customer can include whichever staff they choose in this training session. Camino-led implementations shall include additional hours.



Exhibit A  
Appendix B

## Fees

Item	Includes	Cost
Camino Licensing System	<ul style="list-style-type: none"><li>● Unlimited external users</li><li>● Includes unlimited submission types</li><li>● Features outlined in proposal</li><li>● Includes 25 hours per year for Professional Services to be used at customer's discretion</li></ul>	\$42,000 / year

\*\*Annual subscription price shall remain valid through the initial 36-month term without being subject to annual CPI increases.

**EXHIBIT B – INSURANCE REQUIREMENTS  
SOFTWARE AGREEMENT ID #12498**

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CONTRACTOR shall not commence services under the terms of this Agreement until certification or proof of insurance detailing terms and provisions has been received and approved in writing by the CITY's Risk Manager. If you are responding to a bid and have questions regarding the insurance requirements hereunder, please contact the City's Purchasing Department at (954) 786-4098. If the contract has already been awarded, please direct any queries and proof of the requisite insurance coverage to City staff responsible for oversight of the subject project/contract.

CONTRACTOR is responsible to deliver to the CITY for timely review and written approval/disapproval Certificates of Insurance which evidence that all insurance required hereunder is in full force and effect and which name on a primary basis, the CITY as an additional insured on all such coverage. **Such policy or policies shall be issued by United States Treasury approved companies authorized to do business in the State of Florida. The policies shall be written on forms acceptable to the City's Risk Manager, meet a minimum financial A.M. Best and Company rating of no less than Excellent, and be part of the Florida Insurance Guarantee Association Act. No changes are to be made to these specifications without prior written approval of the City's Risk Manager.**

Throughout the term of this Agreement, CITY, by and through its Risk Manager, reserve the right to review, modify, reject or accept any insurance policies required by this Agreement, including limits, coverages or endorsements. CITY reserves the right, but not the obligation, to review and reject any insurer providing coverage because of poor financial condition or failure to operate legally.

Failure to maintain the required insurance shall be considered an event of default. The requirements herein, as well as CITY's review or acceptance of insurance maintained by CONTRACTOR, are not intended to and shall not in any way limit or qualify the liabilities and obligations assumed by CONTRACTOR under this Agreement.

Throughout the term of this Agreement, CONTRACTOR and all subcontractors or other agents hereunder, shall, at their sole expense, maintain in full force and effect, the following insurance coverages and limits described herein, including endorsements.

A. Worker's Compensation Insurance covering all employees and providing benefits as required by Florida Statute, Chapter 440, regardless of the size of the company (number of employees) or the state in which the work is to be performed or of the state in which Contractor is obligated to pay compensation to employees engaged in the performance of the work. Contractor further agrees to be responsible for employment, control and conduct of its employees and for any injury sustained by such employees in the course of their employment.

B. Liability Insurance.

(1) Naming the City of Pompano Beach as an additional insured as City's interests may appear, on General Liability Insurance only, relative to claims which arise from Contractor's negligent acts or omissions in connection with Contractor's performance under this Agreement.

(2) Such Liability insurance shall include the following checked types of insurance and indicated minimum policy limits.

<b>Type of Insurance</b>	<b>Limits of Liability</b>
<b>GENERAL LIABILITY:</b>	Minimum \$1,000,000 Per Occurrence and \$2,000,000 Per Aggregate
* Policy to be written on a claims incurred basis	
<input type="checkbox"/> comprehensive form	bodily injury and property damage
<input checked="" type="checkbox"/> premises - operations	bodily injury and property damage
<input type="checkbox"/> explosion & collapse hazard	
<input type="checkbox"/> underground hazard	
<input checked="" type="checkbox"/> products/completed operations hazard	bodily injury and property damage combined
<input checked="" type="checkbox"/> contractual insurance	bodily injury and property damage combined
<input type="checkbox"/> broad form property damage	bodily injury and property damage combined
<input checked="" type="checkbox"/> independent contractors'	personal injury
<input checked="" type="checkbox"/> personal injury	
<input type="checkbox"/> CG2010	ongoing operations (or its' equivalent)
<input type="checkbox"/> CG 2037	completed operations (or its' equivalent)
<input type="checkbox"/> sexual abuse/molestation	Minimum \$1,000,000 Per Occurrence and Aggregate

**AUTOMOBILE LIABILITY:**  Minimum \$500,000 Per Occurrence and \$1,000,000 Per Aggregate. Bodily injury (each person) bodily injury (each accident), property damage, bodily injury and property damage combined.

comprehensive form  
 owned  
 hired  
 non-owned

Minimum \$10,000/\$20,000/\$10,000 (Florida's Minimum Coverage)

Please note that Florida Statute Section 255.05 requires contractors who enter into a contract with the City to purchase a payment and performance bond when the contract is in excess of \$200,000.

**REAL & PERSONAL PROPERTY**

\_\_\_ comprehensive form                      Agent must show proof they have this coverage.

<b>EXCESS LIABILITY</b>		Per Occurrence	Aggregate
XX umbrella (Drop Down).	bodily injury and property damage combined	\$3,000,000	\$3,000,000

<b>ENVIRONMENTAL/POLLUTION LIABILITY</b>		Per Occurrence	Aggregate
___ * Policy to be written on a claims made basis		\$1,000,000	\$1,000,000

**CONTRACTOR is required to provide Environmental/Pollution Liability for damage(s) caused by hazardous waste material.**

<b>PROFESSIONAL LIABILITY</b>		Per Occurrence	Aggregate
* Policy to be written on a claims made basis		\$1,000,000	\$1,000,000

**CONTRACTOR is required to provide Professional Liability if engineering and design is used.**

<b>CYBER LIABILITY (Technology)</b>		Per Occurrence	Aggregate
___ * Policy to be written on a claims made basis		\$1,000,000	\$2,000,000

- \_\_\_ Network Security / Privacy Liability
- \_\_\_ Breach Response / Notification Sublimit (minimum limit of 50% of policy aggregate)
- \_\_\_ Technology Products E&O - \$2,000,000 (only applicable for vendors supplying technology related services and or products)
- \_\_\_ Coverage shall be maintained in effect during the period of the Agreement and for not less than four (4) years after termination/ completion of the Agreement.

<b>CRIME LIABILITY</b>		Per Occurrence	Aggregate
___ * Policy to be written on a claims made basis		\$1,000,000	\$1,000,000

(3) If Professional Liability insurance is required, Contractor agrees the indemnification and hold harmless provisions of Section 12 of the Agreement shall survive the termination or expiration of the Agreement for a period of three (3) years unless terminated sooner by the applicable statute of limitations.

C. Employer's Liability. CONTRACTOR and all subcontractors shall, for the benefit of their employees, provide, carry, maintain and pay for Employer's Liability Insurance in the minimum amount of One Hundred Thousand Dollars (\$100,000.00) per employee, Five Hundred Thousand Dollars (\$500,000) per aggregate.

D. Policies: Whenever, under the provisions of this Agreement, insurance is required of the CONTRACTOR, the CONTRACTOR shall promptly provide the following:

- (1) Certificates of Insurance evidencing the required coverage;
- (2) Names and addresses of companies providing coverage;
- (3) Effective and expiration dates of policies; and
- (4) A provision in all policies affording CITY thirty (30) days written notice by a carrier of any cancellation or material change in any policy.

E. Insurance Cancellation or Modification. Should any of the required insurance policies be canceled before the expiration date, or modified or substantially modified, the issuing company shall provide thirty (30) days written notice to the CITY.

F. Waiver of Subrogation. CONTRACTOR hereby waives any and all right of subrogation against the CITY, its officers, employees and agents for each required policy. When required by the insurer, or should a policy condition not permit an insured to enter into a pre-loss agreement to waive subrogation without an endorsement, then CONTRACTOR shall notify the insurer and request the policy be endorsed with a Waiver of Transfer of Rights of Recovery Against Others, or its equivalent. This Waiver of Subrogation requirement shall not apply to any policy which includes a condition to the policy not specifically prohibiting such an endorsement, or voids coverage should CONTRACTOR enter into such an agreement on a pre-loss basis.

**Please note that Florida Statue Section 255.05 requires contractors who enter into a contract with the City to purchase a payment and performance bond when the contract is in excess of \$200,000.**

# CERTIFICATE OF LIABILITY INSURANCE

ISSUE DATE YYYY/MM/DD  
2024/10/16

**BROKER**



**PROLINK Insurance Inc.**  
2401-150 King Street, West  
Toronto, ON M5H 1J9  
Canada  
PHONE: 416-595-7484 FAX: 416-595-1649

This certificate is issued as a matter of information only and confers no rights upon the certificate holder and imposes no liability on the insurer. This certificate does not amend, extend or alter the coverage afforded by the policies below.

Company A Chubb Insurance Co. of Canada  
Company B

**INSURED'S FULL NAME AND MAILING ADDRESS**

Camino Technologies, Inc.  
107-422 Richards Street  
Vancouver, BC V6B 2Z4  
Canada

APPROVED

By Daniel Beecher at 2:55 pm, Oct 23, 2024

Company E

**COVERAGES**

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 requirements, terms or conditions 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 terms, exclusions and conditions of such policies.

**LIMITS SHOWN MAY HAVE BEEN REDUCED BY PAID CLAIMS**

TYPE OF INSURANCE	CO LTR	POLICY NUMBER	EFFECTIVE DATE YYYY/MM/DD	EXPIRY DATE YYYY/MM/DD	LIMITS OF LIABILITY (Canadian dollars unless indicated otherwise)																
<b>COMMERCIAL GENERAL LIABILITY</b>	A	36085681	2024/10/15	2025/10/15	<table style="width: 100%; border-collapse: collapse;"> <tr><td>EACH OCCURRENCE</td><td style="text-align: right;">\$ 2,000,000</td></tr> <tr><td>GENERAL AGGREGATE</td><td style="text-align: right;">\$ 10,000,000</td></tr> <tr><td>PRODUCTS - COMP/OP AGGREGATE</td><td style="text-align: right;">\$ 2,000,000</td></tr> <tr><td>PERSONAL INJURY</td><td style="text-align: right;">\$ 2,000,000</td></tr> <tr><td>EMPLOYER'S LIABILITY</td><td style="text-align: right;">\$ 1,000,000</td></tr> <tr><td>TENANT'S LEGAL LIABILITY</td><td style="text-align: right;">\$ 250,000</td></tr> <tr><td>NON-OWNED AUTOMOBILE</td><td style="text-align: right;">\$ 2,000,000</td></tr> <tr><td>HIRED AUTOMOBILE</td><td style="text-align: right;">\$ 75,000</td></tr> </table>	EACH OCCURRENCE	\$ 2,000,000	GENERAL AGGREGATE	\$ 10,000,000	PRODUCTS - COMP/OP AGGREGATE	\$ 2,000,000	PERSONAL INJURY	\$ 2,000,000	EMPLOYER'S LIABILITY	\$ 1,000,000	TENANT'S LEGAL LIABILITY	\$ 250,000	NON-OWNED AUTOMOBILE	\$ 2,000,000	HIRED AUTOMOBILE	\$ 75,000
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<input checked="" type="checkbox"/> EMPLOYER'S LIABILITY																					
<input checked="" type="checkbox"/> TENANT'S LEGAL LIABILITY																					
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<b>AUTOMOBILE LIABILITY</b>					<table style="width: 100%; border-collapse: collapse;"> <tr><td>BODILY INJURY</td><td></td></tr> <tr><td>PROPERTY DAMAGE</td><td style="text-align: right;">\$</td></tr> <tr><td>COMBINED</td><td></td></tr> <tr><td>BODILY INJURY (Per person)</td><td style="text-align: right;">\$</td></tr> <tr><td>BODILY INJURY (Per accident)</td><td style="text-align: right;">\$</td></tr> <tr><td>PROPERTY DAMAGE</td><td style="text-align: right;">\$</td></tr> </table>	BODILY INJURY		PROPERTY DAMAGE	\$	COMBINED		BODILY INJURY (Per person)	\$	BODILY INJURY (Per accident)	\$	PROPERTY DAMAGE	\$				
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<input type="checkbox"/> LEASED AUTOMOBILES **																					
<input type="checkbox"/> GARAGE LIABILITY																					
<small>** ALL AUTOMOBILES LEASED IN EXCESS OF 30 DAYS WHERE THE INSURED IS REQUIRED TO PROVIDE INSURANCE</small>																					
<b>EXCESS LIABILITY</b>	A	56718176	2024/10/15	2025/10/15	<table style="width: 100%; border-collapse: collapse;"> <tr><td>EACH OCCURRENCE</td><td style="text-align: right;">\$ 3,000,000</td></tr> <tr><td>AGGREGATE</td><td style="text-align: right;">\$ 3,000,000</td></tr> </table>	EACH OCCURRENCE	\$ 3,000,000	AGGREGATE	\$ 3,000,000												
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<b>OTHER (SPECIFY)</b>	A	82639753	2024/10/15	2025/10/15	<table style="width: 100%; border-collapse: collapse;"> <tr><td>Per Claim Limit</td><td style="text-align: right;">\$ 5,000,000</td></tr> <tr><td>Annual Aggregate</td><td style="text-align: right;">\$ 5,000,000</td></tr> <tr><td>Remediation &amp; Notification</td><td style="text-align: right;">\$ 1,000,000</td></tr> <tr><td>Data Asset Loss</td><td style="text-align: right;">\$ 1,000,000</td></tr> <tr><td>Network Business Interruption</td><td style="text-align: right;">\$ 1,000,000</td></tr> </table>	Per Claim Limit	\$ 5,000,000	Annual Aggregate	\$ 5,000,000	Remediation & Notification	\$ 1,000,000	Data Asset Loss	\$ 1,000,000	Network Business Interruption	\$ 1,000,000						
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Network Business Interruption	\$ 1,000,000																				
Professional Liability (Errors & Omissions) and Cyber Insurance for Information Technology - Claims Made																					

**DESCRIPTION OF OPERATIONS/LOCATIONS/AUTOMOBILES/SPECIAL ITEMS TO WHICH THIS CERTIFICATE APPLIES** (but only with respect to the operations of the Named Insured):  
City of Pompano Beach is added as Additional Insured with respect to the Commercial General Liability, but only with respect to the Operations of the Named Insured.

Commercial Liability Includes: Contractual Liability as defined in the Commercial General Liability policy. Cross Liability/Severability of Interests Clause. Additional Insured(s) - Independent Contractors. Waiver of subrogation as required by written contract.

**CERTIFICATE HOLDER**

City of Pompano Beach  
Attention: Martha Lawson  
100 West Atlantic Blvd.  
Pompano Beach, FL 33060  
USA

**CANCELLATION**

Should any of the above described policies be cancelled before the expiration date thereof, the issuing company will endeavor to mail 30 days written notice to the certificate holder named to the left, but failure to mail such notice shall impose no obligation or liability of any kind upon the company, its agents or representatives.

**AUTHORIZED REPRESENTATIVE**

*M. Bajwa*

Per: \_\_\_\_\_



Camino, Technologies Inc.

October 23, 2024

Rita Mitchell  
Department Head Secretary  
Pompano Beach, FL

Dear Ms. Mitchell,

Please accept this letter as clarification as to the source status of Camino Technologies' licensing system. Camino Technologies, as owner and software manufacturer of Camino Licensing system and services, is the sole source provider of source code development and maintenance for all Camino Technologies' products and services to be provided to Pompano Beach, FL.

The City has been leveraging Camino's Licensing solution for the last year and this proposal is for a renewal with a term of 36 months.

No third-party vendor, company, or entity is authorized to develop code for new features for, provide software development services for, maintain or host this product or services related to Camino Technologies' proprietary code.

DocuSigned by:

  
D6966472E3FF410...

Sincerely,

James MacLaggan  
Executive VP, Sales  
Camino