



City of Hollywood, FL SOW Change

City of Hollywood, FL
2600 Hollywood Boulevard
Hollywood, FL 33020
United States

Created February 18, 2025

Created by: Rylan

rsweetney@amplifund.com

+13213372205

Damaris Henlon
dhenlon@hollywoodfl.org
+19549213435

George Keller
gkeller@hollywoodfl.org
(954) 921-3201

SOW Changes

- **Contract Extension:** The current implementation hours will be extended from **02/01/2025 - 04/30/2025** and the current subscription term will be extended by six months from **10/30/2025 - 04/30/2026** at no additional cost. Year 3 will align with this new timeline, beginning **05/01/2026** and ending **04/30/2027**.
- **Professional Service Hours:** An additional **20 professional service hours** will be provided at no cost to support historical data collaboration after active grants go live. If historical data migration is completed within the originally purchased hours, these hours can be used for **reporting, training, or support services** as needed post-implementation.

js
js

Signature

Before you sign this quote, an email must be sent to you to verify your identity. Find your profile below to request a verification email.

Damaris Henlon dhenlon@hollywoodfl.org Interim City Attorney	Approved as to Form:
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George Keller gkeller@hollywoodfl.org City Manager	<i>gk</i>
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Scott Smith ssmith@streamlinksoftware.com CEO	
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Questions? Contact me



Rylan Sweetney
rsweetney@amplifund.com
+13213372205

AmpliFund
812 Huron Road East
Suite 550
Cleveland, OH 44115
US

CITY OF HOLLYWOOD, FLORIDA Agreement / Contract Routing Form **Only City Manager's Signature**

Must route the three (3) original agreements, as described, unless more than three (3) are required, for execution. Outside signatures must be obtained first before any City signatures are done in the majority of the situations. Only exceptions are for Federal, State and County governments. This form must be filled out completely or it will be returned to the Department/Office.

Date: 10 / 28 / 2024

Prepared by: Tymira Mack

Extension #: 3551

Originating Dept: CMO

Originating Dept. Contract Manager: Tymira Mack

Co./Vendor Name: StreamLink Software, Inc.

Co./Vendor Contact Person: Rylan Sweetney

Co./Vendor Contact Email: rsweetney@amplifund.com

Co./Vendor Contact Number: 321-337-2205

Complete Description of Agreement. Provide a summary of what the resolution authorizes, services provided, equipment to be purchased, action to be taken, etc: Approving a no-cost Statement of Work change extending the implementation hours expiration from 10/31/24 to 01/31/25 and approving the 1st renewal period: 10/31/2024 – 10/30/2025 to StreamLink Software, Inc., dba Amplifund, for Grants Management Software up to \$26,250.00 .

Approved by: Resolution/Ordinance/ Memo No: PR24-026

BRING COMPLETED PACKAGE TO CITY CLERK'S OFFICE

- DS AR Outside signatures obtained first: N/A, date _____
- DS AR Originating Director, print name: Adam Reichbach, date 10/31/2024
(Director must also initial on contract by City Manager's signature)
- DS TMB Submission to City Clerk Office, date 10/31/2024
- DS RS Office of Human Resources, Tanya Bouloy, Risk Manager, date 10/31/2024
- DS OT Office of Procurement & Contract Compliance, Randy Stovall, Contract Compliance Admin, date 11/4/2024
- Initial OT Office of Procurement & Contract Compliance, Otis Thomas, Director, date 11/4/2024
- DS NB Office of Budget & Performance Management, Jonathan Antista, Director, date 11/5/2024
- DS ST Department of Financial Services, Stephanie Tinsley, Director, date 11/5/2024
- DS DG City Attorney, Douglas R. Gonzales, date 11/6/2024
- DS AR Assistant City Manager for _ Finance/Administration, Adam Reichbach, , date 11/6/2024
- DS GK City Manager, George R. Keller, Jr., CPPT, date 11/6/2024
- DS PC City Clerk, Patricia A. Cerny, date 11/7/2024

Distribution: Original to City Clerk; Copy to Procurement; _____ Originals Returned to Preparer.

Agreement/Contract Routing Form Continued

Funding in account number: 001.110102.51200.531170.000000.000.000

Total amount authorized by legislation: _____ /year, \$26,250 yr /contract term

Length of Term: 12 months

Renewals, Y/N: Y

Authorization to enter into agreement:

- City Commission
- City Manager

- Procurement Service
- Other: _____

Document Type: (check one)

- Agreement / Contract
- Lease
- Grant
- Consulting/Professional Services
- Authorization to Proceed:
- Other: _____

Location of Executed Copies:

- City Clerk's Office
- Other: _____
- Other: _____

Procurement Method: (check one)

- Formal Solicitation (RFQ, RFP, IFB, RLI): / # _____
- Open Market (3 quotes/proposals)
- Co-op Agreement
- Piggyback Agreement
- Other: BPA

Insurance reviewed and approved by Risk Management. (Attached)

Bonds reviewed and approved by City Attorney's office. (Attached)

***Disclaimer:** *Payment & Performance Bonds not reviewed and approved in advance by City Attorney's Office, the End-User Department will be held responsible to procure the bonds once contract has been executed by the parties.*

Additional Notes: _____



OFFICE OF PROCUREMENT AND CONTRACT COMPLIANCE

DATE: October 24, 2024 **FILE:** PR-25-014

TO: George R. Keller, Jr. CPPT
City Manager

VIA: Adam Reichbach ^{DS} AR
Assistant City Manager

THRU: Otis Thomas ^{DS} OT
Director, Procurement and Contract Compliance

FROM: Tymira Mack ^{DS} TM
Grants Administrator

SUBJECT: Recommendation to approve a no-cost Statement of Work change extending the implementation hours expiration from 10/31/24 to 01/31/25 and approve the 1st renewal period; 10/31/2024 – 10/30/2025 to StreamLink Software, Inc., dba Amplifund, for Grants Management Software up to \$26,250.00.

ISSUE:

A Blanket Purchase Agreement, BPA Number PA600762, was approved by City Manager Memo Number PR-24-026 on November 2, 2023, for Grants Management Software. The initial software implementation is projected to extend beyond the 10/31/24 implementation period. StreamLink Software, Inc. has agreed to a no-cost Statement of Work change, extending the implementation hours expiration from 10/31/24 to 01/31/25.

The City Manager's Office has a continued need for Grants Management Software. Blanket Purchase Agreement BPA PA600762 was approved for an initial period of 10/31/2023 – 10/30/2024 and two renewal periods. The Grant Management Software provided by StreamLink Software, Inc. continues to be satisfactory.

AUTHORITY:

§ 38.49 TERMINATION, EXTENSION AND RENEWAL OF CONTRACTS.

(C) Renewals:

When a contract entered into by the City pursuant to City Commission approval provides for one or more renewals by affirmative action of the City and the estimated annual cost of a renewal exceeds \$250,000, only the City Commission is authorized to approve such renewals. When a contract entered into by the City pursuant to City Commission approval provides for one or more renewals by affirmative action of the City and the estimated annual cost of a renewal of the contract does not exceed \$250,000, the CPO shall have the authority to recommend to the City Manager approval or rejection of the renewal if it is the first, second, or third renewal of the contract, but only the City Commission is authorized to approve any subsequent renewal. When a contract entered into by the City pursuant to City Commission approval provides for one or more renewals by affirmative action of the City and the estimated annual cost of a renewal of the contract does not exceed \$25,000, the CPO shall have the authority to approve or reject the renewal if it is the first, second or third renewal of the contract, but only the City Commission is authorized to approve any subsequent renewal.

Funding has been provided in the fiscal year 2025 budget for the City Manager's Office in Account Number 001.110102.51200.531170.000000.000.000.

RECOMMENDATION:

Approval of a no-cost Statement of Work change extending the implementation hours expiration from 10/31/24 to 01/31/25 and approval of the 1st renewal period; 10/31/2024 – 10/30/2025 to StreamLink Software, Inc., dba Amplifund, for Grant Management Software up to \$26,250.00.

DS
AR

DocuSigned by:
George Keller

11/6/2024

APPROVED BY: George R. Keller, Jr. CPPT
City Manager

Date:

- Attachments: Approved City Manager Memo
- Amplifund Statement of Work Change
- Executed Renewal Request from City Manager's Office
- Copy of BPA PA600762
- Approved Certificate of Insurance



City of Hollywood, FL SOW Change

City of Hollywood, FL
2600 Hollywood Boulevard
Hollywood, FL 33020
United States

Created September 11, 2024

Created by: Rylan

rsweetney@amplifund.com

+13213372205

Douglas Gonzales
dgonzales@hollywoodfl.org
(954) 921-3435

George Keller
gkeller@hollywoodfl.org
(954) 921-3201

SOW Changes

Change Type: Implementation hours extension

Former Expiration Date with SOW: 10/31/2024

New Expiration Date: 1/31/2025

All other terms of the original agreement remain in place.

^{DS}
TM


^{DS}
AR

^{DS}
GK

^{Initial}
JK

Signature

Before you sign this quote, an email must be sent to you to verify your identity. Find your profile below to request a verification email.

Approved as to form:			
Douglas Gonzales dgonzales@hollywoodfl.org	DocuSigned by: <i>Douglas Gonzales</i> 31026A9647F142A...	11/6/2024	Verify to sign
George Keller gkeller@hollywoodfl.org	DocuSigned by: <i>George Keller</i> BB25DD053647405...	11/6/2024	Verify to sign 
Scott Smith ssmith@streamlinksoftware.com	Signed by: <i>SS</i> 0F92727CB056400...	11/7/2024	Verify to sign

Questions? Contact me



Rylan Sweetney
rsweetney@amplifund.com
+13213372205

AmpliFund
812 Huron Road East
Suite 550
Cleveland, OH 44115
US



AMPLIFUND MASTER SUBSCRIPTION AGREEMENT

ORDER FORM

This Order Form ("**Order Form**") is effective as of October 31st, 2023 (the "**Effective Date**") by and between StreamLink Software Inc. dba AmpliFund, a Delaware corporation ("**AmpliFund**") and the customer listed below ("**Customer**"). As used herein, "**Agreement**" shall mean this Order Form together with the attached Terms & Conditions. Any capitalized terms used but not defined in this Order Form will have the meaning set forth in the Terms & Conditions.

AmpliFund Grant Seeker provides a straightforward, purpose-built solution to conduct opportunity research, track deadlines, centralize information, and monitor budgetary grant progress across the lifecycle of a grant. Customers may have the ability to view or access functionality not included in their subscription tier. For more details on tier inclusions, please reference our feature matrix. AmpliFund reserves the right to audit usage and revise access levels as needed. Any delay in payment will impact the timeline of Customer's software implementation.

SERVICES	FEES	
AmpliFund Grant Seeker Enterprise for Managing up to \$70 Million in Annual Grant Revenue	Year 1 Subscription	\$26,250.00
	Year 2 Subscription	\$26,250.00
	Year 3 Subscription	\$26,250.00
Comprehensive Implementation Package See Exhibit A for Statement of Work The one-time implementation fee includes up to a total of 140 hours, SSO, and API Access. An additional \$175 per hour rate applies if extra work is needed outside the scope defined in the Statement of Work and implementation package outlined in Exhibit A.	One-Time Implementation Fee	\$16,900.00
	First Year Total:	\$43,150.00
	Total Contract Cost:	\$95,650.00

TERM

This Agreement commences on the Effective Date and continues for an initial term of thirty-six (36) months (the "Initial Term").

CONTACT INFORMATION FOR NOTICES AND INVOICES

StreamLink Software Inc. dba AmpliFund 812 Huron Road East, Suite 550, Cleveland, Ohio 44115 Email: cbrown@amplifund.com Attn: Correen Brown	City of Hollywood, FL 2600 Hollywood Boulevard Hollywood, FL 33020-4807 Email: tmack@hollywoodfl.org Attn: Tymira Mack
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TAX INFORMATION
Tax ID:
Is this purchase tax exempt? <input checked="" type="checkbox"/> Yes <input type="checkbox"/> No. If "Yes", please include your tax-exempt form for our records. If the tax-exempt form is not included AmpliFund will charge applicable sales tax.

This Agreement is executed by duly authorized representatives of the Parties and is effective as of the Effective Date.

STREAMLINK SOFTWARE INC.

CITY OF HOLLYWOOD, FL

dba AMPLIFUND

DocuSigned by:
 By: Scott M. Smith
CC8E0DCC55954F0...
 Name: Scott M. Smith
 Title: CEO
 Date: 11/2/2023

DocuSigned by:
 By: George R. Keller Jr., CPPT ^{DS} **AR**
BB25D0053647405...
 Name: George R. Keller, Jr.
 Title: City Manager
 Date: 11/2/2023

APPROVED AS TO FORM:

Douglas Gonzales
31026A9647F142A...
 Douglas R. Gonzales
 City Attorney



TERMS AND CONDITIONS

StreamLink Software Inc. dba AmpliFund, a Delaware corporation ("**AmpliFund**"), a software-as-a-service grant management platform ("**Platform**"), allows users to obtain and manage federal and other sources of grant funding (collectively, "**Grants**"). These Terms and Conditions, together with the Order Form (collectively, the "**Agreement**"), governs the relationship whereby AmpliFund will (i) grant Customer access to the Platform; and (ii) provide the support services set forth on **Exhibit A** attached hereto (with the Platform, the "**Services**"). To the extent that any conflict arises between these Terms and Conditions and an Order Form, these Terms and Conditions shall control unless specifically stated otherwise in the Order Form. AmpliFund and Customer may be referred to herein collectively as the "**Parties**" or individually as a "**Party**." Accordingly, the Parties agree as follows:

1. Access and Use.

- a. Platform Access. Subject to and conditioned on Customer's payment of Fees (defined below) and compliance with all other terms and conditions of this Agreement, AmpliFund hereby grants to Customer during the Term (defined below) a non-exclusive, non-transferable, non-sublicensable license to allow its Authorized Users to access and use the Platform solely for Customer's internal management of Grants. "**Authorized Users**" means Customer's employees, consultants, contractors, and agents (i) who are authorized by Customer to access and use the Services under the rights granted to Customer pursuant to this Agreement and (ii) for whom access to the Services has been purchased hereunder. Customer acknowledges and agrees that it is responsible for the use or misuse of the Services by Authorized Users, and a breach by any Authorized User of any term of this Agreement will be deemed a breach by Customer of this Agreement.
- b. Restrictions. Customer may not: (i) copy, modify, translate, or create derivative works of the Platform; (ii) reverse engineer, decompile, disassemble or otherwise attempt to reconstruct, identify or discover any source code, underlying ideas, underlying user interface techniques, or algorithms of the Platform; (iii) lend, lease, offer for sale, sell or otherwise use the Platform for the benefit of any third party; (iv) attempt to disrupt the integrity or performance of the Platform; (v) attempt to gain unauthorized access to the Platform or its related systems or networks; or (vi) use the Platform in a manner that infringes, misappropriates, or otherwise violates any intellectual property right or other right of any person, or that violates any applicable law, rule or regulation.
- c. Reservation of Rights. Except for the rights granted to Customer in Section 1(a) above and Customer's rights to Data (defined below), as between the Parties, AmpliFund retains all right, title and interest, including all intellectual property rights, in and to the Platform (including all updates thereto ("**Updates**") and Diagnostic Data (defined below). All rights that AmpliFund does not expressly grant to Customer in this Section 1 are reserved. Except for the limited access rights and licenses expressly granted under this Agreement, nothing in this Agreement grants, by implication, waiver, estoppel, or otherwise, to Customer or any third party any intellectual property rights or other right, title, or interest in or to the Platform.
- d. Customer Data. As between the Parties, Customer owns all data, information and other materials submitted to the Platform by Customer or Authorized Users (collectively, "**Customer Data**"). Customer hereby grants to AmpliFund a non-exclusive and non-transferable (except under Section 10) license to use and host the Customer Data to provide the Services. Customer



represents and warrants to AmpliFund that: (i) it owns or otherwise has sufficient rights to the Customer Data to grant the license in this Section 1.d.; and (ii) no Customer Data submitted to the Platform does or will violate the privacy, intellectual property or other rights of any person or entity or any applicable laws, rules or regulations.

- e. **Diagnostic Data.** Notwithstanding anything to the contrary in this Agreement, AmpliFund may monitor Customer's use of the Services and collect and compile Diagnostic Data. "**Diagnostic Data**" means all aggregated and de-identified information that AmpliFund's systems or applications automatically collect regarding use of the Platform and its performance. As between AmpliFund and Customer, all right, title, and interest in Aggregated Statistics, and all intellectual property rights therein, belong to and are retained solely by AmpliFund. Customer acknowledges that AmpliFund may compile Diagnostic Data based on Customer Data input into the Services, and use such Diagnostic Data to the extent and in the manner permitted under applicable law; provided that such Diagnostic Data does not identify Customer or Customer's Confidential Information.
2. **Professional Services.** AmpliFund will provide the support services set forth on **Exhibit A**. Pursuant to the terms of this Agreement, and from time to time during the term of this Agreement, AmpliFund may provide Customer with additional professional services as specified in Statement(s) of Work ("**SOW**") to this Agreement. Each SOW is incorporated into this Agreement by reference and will include a description of the services to be provided by AmpliFund, a proposed timeline or term, and the fees payable to AmpliFund for the services. To the extent that any conflict arises between this Agreement and a SOW, this Agreement shall control. The parties acknowledge and agree that until a SOW is executed by the parties, AmpliFund is not required to provide any additional professional services hereunder by virtue of this Agreement alone. Customer agrees to provide good-faith cooperation to enable AmpliFund to perform the services described in the SOW in a timely and efficient manner, including providing access to necessary personnel, making decisions, giving approvals, and communicating information in a timely manner, and, where services are to be performed at a Customer location, providing security access, office accommodations and supplies, and access to necessary facilities, equipment, and telecommunications resources.
3. **AmpliFund's Obligations.** AmpliFund will use commercially reasonable efforts to make the Platform available at all times, except for planned downtime and any unavailability caused by Force Majeure Events (defined below). AmpliFund will maintain commercially reasonable administrative, technical and physical safeguards to protect the security, confidentiality and integrity of Data, including by use of a commercially reasonable hosting provider. As of the Effective Date, AmpliFund's hosting provider is Microsoft Azure.
4. **Payment Terms.**
 - a. **Fees.** Customer will pay AmpliFund the fees as detailed on the Order Form or SOW, as applicable (the "**Fees**"). Year 1 Subscription Fees and Implementation Fees are due upon execution of the Agreement prior to the commencement of the use of the Platform or support services, as applicable. Subscription Fees following Year 1 are paid annually in advance. All Fees are non-



cancellable and non-refundable unless due to the negligent actions or omissions of AmpliFund resulting in a material breach under Section 6.b of this Agreement.

- b. Fee Increases: Following the Initial Term, should Customer elect to renew or extend the Agreement, any annual increase to Subscription Fees will not exceed the higher of five percent (5%) or the then current Gross Domestic Purchases Price Index as calculated by the U.S. Bureau of Economic Analysis.
- c. Taxes. Fees do not include any taxes, levies, duties or similar governmental assessments of any nature, including, for example, value-added, sales, use or withholding taxes, assessable by any applicable taxing authorities (collectively, "Taxes"). Customer is responsible for all Taxes associated with its receipt of the Services (except for any Taxes assessable against AmpliFund based on its net income). If Customer is exempt from state and local government taxes, then Customer represents and warrants it has provided evidence of such exemption to AmpliFund prior to the Effective Date.

5. Confidential Information.

- a. Definition. As used herein, "Confidential Information" means all confidential information disclosed by a Party ("Disclosing Party") to the other Party ("Receiving Party"), that is marked in writing as "confidential" or by a similar designation. For clarity, the Confidential Information of AmpliFund includes the AmpliFund technology underlying the Platform and any related non-public specifications, documentation or technical information that AmpliFund makes available to Customer. Confidential Information does not include any information that (i) is or becomes generally known to the public without breach of any obligation owed to the Disclosing Party; (ii) was known to the Receiving Party prior to its disclosure by the Disclosing Party without breach of any obligation owed to the Disclosing Party; (iii) is received from a third party without breach of any obligation owed to the Disclosing Party; or (iv) was independently developed by the Receiving Party.
- b. Protection of Confidential Information. The Receiving Party will use the same degree of care that it uses to protect the confidentiality of its own confidential information of like kind (but in no event less than reasonable care). The Receiving Party may only use the Disclosing Party's Confidential Information to perform its obligations or exercise its rights under this Agreement. Except as expressly authorized by the Disclosing Party in writing, the Receiving Party will limit access to Confidential Information of the Disclosing Party to those of its and its affiliates' employees, contractors or agents who need such access to perform obligations under this Agreement and who agree to abide by the terms set forth in this Section 5. Neither Party will disclose the terms of this Agreement to any third party (except for its affiliates and their legal counsel and accountants) without the other Party's prior written consent.
- c. Compelled Disclosure. The Receiving Party may disclose Confidential Information of the Disclosing Party if it is compelled by law to do so, provided the Receiving Party gives the Disclosing Party prior notice of such compelled disclosure (to the extent legally permitted) and reasonable assistance, at the Disclosing Party's cost, if the Disclosing Party wishes to contest the disclosure.

6. Term and Termination.



a. Term. This Agreement commences on the Effective Date and continues for the Term set forth on the Order Form.

b. Termination.

- i. Either Party may terminate this Agreement upon 30 days' prior written notice if the other Party is in material breach of this Agreement and the breaching Party fails to remedy the breach within the 30-day notice period (except for a breach of payment obligations, in which case the cure period shall be 5 days).
- ii. Either Party may terminate this Agreement, effective immediately upon written notice to the other Party, if the other Party: (i) becomes insolvent or is generally unable to pay, or fails to pay, its debts as they become due; (ii) files or has filed against it, a petition for voluntary or involuntary bankruptcy or otherwise becomes subject, voluntarily or involuntarily, to any proceeding under any domestic or foreign bankruptcy or insolvency law; (iii) makes or seeks to make a general assignment for the benefit of its creditors; or (iv) applies for or has appointed a receiver, trustee, custodian, or similar agent appointed by order of any court of competent jurisdiction to take charge of or sell any material portion of its property or business.
- iii. AmpliFund may terminate this Agreement, effective on written notice to Customer, if Customer breaches any of its obligations under Section 1.b.
- iv. Provided Customer has fully satisfied its obligations with respect to the System Integration as set forth in Exhibit A-1 ("**Customer Obligations**"), should AmpliFund be unable to deliver the System Integration in a manner which successfully passes User Acceptance Testing, Customer shall have the right to terminate this Agreement with at least thirty (30) days written notice.

c. Effect of Termination. Upon expiration or termination of this Agreement, the licenses and/or access rights, as applicable, granted by each Party will automatically terminate and all outstanding Fees owed pursuant to Section 4 will become immediately due and payable. Sections 1.b, 1.c, 4, 5, 6.c, 7, 8, 10 and all defined terms used in those Sections will survive any expiration or termination of this Agreement. In the event of a termination for material breach by AmpliFund under Section 6.b of this Agreement, the Customer shall be entitled to a pro-rata refund of prepaid Fees to date and be relieved from any further obligation for payment under this Agreement.

7. Representations and Warranties.

a. Warranties. Each Party represents and warrants to the other that: (i) it has the right, power and authority to enter into this Agreement and to perform all of its obligations hereunder; (ii) the execution of this Agreement by its representative has been duly authorized by all necessary organizational action of the Party; and (iii) when executed and delivered, this Agreement will constitute the legal, valid and binding obligation of such Party, enforceable against such Party in accordance with its terms.

b. Warranty Disclaimer. EXCEPT FOR THE REPRESENTATIONS AND WARRANTIES IN THIS SECTION, AMPLIFUND (I) MAKES NO REPRESENTATIONS OR WARRANTIES, WHETHER EXPRESS, IMPLIED,



STATUTORY, OR OTHERWISE, WITH RESPECT TO THE SERVICES, AND (II) DISCLAIMS ALL IMPLIED WARRANTIES, INCLUDING, WITHOUT LIMITATION, THE WARRANTIES OF MERCHANTABILITY, NONINFRINGEMENT AND FITNESS FOR A PARTICULAR PURPOSE, INCLUDING ANY LOCAL JURISDICTIONAL ANALOGUES TO THE FOREGOING. AMPLIFUND MAKES NO WARRANTY OF ANY KIND THAT THE PLATFORM, OR ANY PRODUCTS OR RESULTS OF THE USE THEREOF, WILL MEET CUSTOMER'S OR ANY OTHER PERSON'S REQUIREMENTS, OPERATE WITHOUT INTERRUPTION, ACHIEVE ANY INTENDED RESULT, BE COMPATIBLE OR WORK WITH ANY SOFTWARE, SYSTEM OR OTHER SERVICES, OR BE ERROR FREE.

8. Limitations on Liability. EXCEPT FOR A PARTY'S INDEMNIFICATION OBLIGATIONS DESCRIBED IN SECTION 9 BELOW, TO THE FULLEST EXTENT PERMITTED UNDER APPLICABLE LAW, (A) IN NO EVENT WILL EITHER PARTY'S TOTAL LIABILITY ARISING OUT OF OR RELATED TO THIS AGREEMENT EXCEED THE FEES PAID OR PAYABLE TO AMPLIFUND DURING THE TWELVE (12) MONTHS PRECEDING THE CLAIM; AND (B) IN NO EVENT WILL EITHER PARTY HAVE ANY LIABILITY FOR ANY INDIRECT, INCIDENTAL, SPECIAL, OR CONSEQUENTIAL DAMAGES ARISING OUT OF OR RELATED TO THIS AGREEMENT (INCLUDING, WITHOUT LIMITATION, FOR LOST PROFITS, DATA OR OTHER BUSINESS OPPORTUNITIES), HOWEVER CAUSED AND ON ANY THEORY OF LIABILITY, WHETHER FOR BREACH OF CONTRACT, TORT (INCLUDING NEGLIGENCE) OR OTHERWISE.
9. Indemnification. If a claim by a third party (a "Third Party Claim") is asserted against Customer alleging that the Platform infringes such third party's intellectual property rights ("Infringement Claim"), then AmpliFund will indemnify and defend Customer from the Infringement Claim and hold Customer harmless from any damages finally awarded or settlements entered into with respect to the Infringement Claim, provided that Customer promptly notifies AmpliFund in writing of the claim, cooperates with AmpliFund, and allows AmpliFund sole authority to control the defense and settlement of such claim. In the event of an Infringement Claim, AmpliFund, at its sole option and expense, may: (i) procure for Customer the right to continue using the Platform or infringing part thereof; (ii) modify the Platform or infringing part thereof; (iii) replace the Platform or infringing part thereof with other software having substantially the same or better capabilities; or, (iv) if the foregoing are not commercially practicable, terminate this Agreement and repay to Customer a pro-rata portion of the Fees. Notwithstanding the foregoing sentences of this Section 9, AmpliFund will have no liability for an Infringement Claim if the actual or alleged infringement results from (a) Customer's or any Authorized User's breach of this Agreement; (b) any modification, alteration or addition made to the Platform by Customer or any Authorized Users, including any combination of the Platform with software not provided by AmpliFund; (c) Customer's or any Authorized User's failure to use any Updates AmpliFund makes available; (d) any settlements entered into or costs incurred by Customer for the Infringement Claim that AmpliFund has not pre-approved in writing or (e) Customer Data.
10. Miscellaneous. Customer agrees that any violation or threatened violation of this Agreement may cause irreparable injury to AmpliFund, entitling AmpliFund to seek injunctive relief in addition to all available remedies. Neither Party may assign this Agreement or any rights under it, in whole or in part, without the other Party's prior written consent; provided that either Party may assign this Agreement or any rights under it without prior written consent to a successor in connection with a merger, acquisition, reorganization, consolidation, or sale of all or substantially all of its assets or the business to which this Agreement relates. Any attempt to assign this Agreement other than as permitted above will be void. If any provision of this Agreement is held by a court of competent jurisdiction to be unenforceable, then the remaining provisions of this Agreement will remain in full force and effect.



This Agreement will be governed by and construed under the laws of the State where the Customer is domiciled, without reference to its conflict of laws principles. This Agreement, including all Exhibits and SOWs referenced herein or attached hereto, is the entire agreement between the Parties with respect to the subject matter set forth herein and supersedes any previous or contemporaneous communications, whether oral or written, express or implied. For the avoidance of doubt, the terms of this Agreement will govern all Customer orders submitted to pursuant to a SOW, and no additional or inconsistent terms or conditions in any a Customer purchase order will have any legal effect. This Agreement may be modified or amended only by a writing signed by both Parties. If there is any conflict or inconsistency between the terms of any Exhibit and the terms in the body of this Agreement, then the terms in the body of the Agreement will control solely to the extent of the conflict. All waivers made under this Agreement must be made in writing by the Party making the waiver. This Agreement may be signed in counterparts, each of which will be deemed an original, and all of which together will constitute a single agreement.

11. Notice. Any notice required or permitted to be given under this Agreement will be effective if it is (i) in writing and sent by certified or registered mail, or insured courier, return receipt requested, to the appropriate Party and with the appropriate postage affixed; or (ii) sent via electronic mail, in either case addressed to the address set forth on the Order Form. Either Party may change its address for receipt of notice by notice to the other Party in accordance with this Section. Notices are deemed given two business days following the date of mailing, one business day following delivery to a courier, and/or on the same day electronic mail is sent to the recipient.
12. Force Majeure. AmpliFund will not be liable or responsible to Customer, nor be deemed to have breached this Agreement, for any failure or delay in fulfilling or performing any term of this Agreement when and to the extent such failure or delay is caused by or results from acts or circumstances beyond AmpliFund's reasonable control including, without limitation, acts of God, pandemic, natural disaster, denial of services attacks and/or service provider system outages (collectively, "Force Majeure Events").
13. Records; Audit. AmpliFund shall maintain adequate records of the fees and expenses charged to Customer with respect to the Services for at least two years after completion of such Services. AmpliFund shall make such records available to Customer during normal business hours upon reasonable advance written notice (no less than 10 business days). AmpliFund shall cooperate in any audit of such records that Customer may undertake; provided, however, that any such audit shall be at Customer's sole expense. If, as a result of such audit, it is determined that AmpliFund has overcharged Customer, Customer shall notify AmpliFund of the amount of such overcharge, and AmpliFund shall credit to Customer the amount of such overcharge. No such audit may occur more than once in any twelve-month period unless Customer needs to do so for purposes of defending itself with respect to litigation or threatened litigation.

END OF TERMS AND CONDITIONS



EXHIBIT A
Delivery – Statement of Work
City of Hollywood, FL (“Customer”)

Per discussions during product demonstrations and contract negotiations, AmpliFund’s current understanding of the project scope is documented below. The scope and timeline will be further refined during the implementation process, as necessary. In the event the Parties agree that the Activities, Deliverables, or Services of this Project Statement of Work should be modified or added to, the Parties shall prepare a written amendment to the Project Statement of Work for execution by the Parties. See Change Order Request section for details.

Project Scope

Delivery Services

The **Comprehensive Implementation package fee** includes implementation for the customer project team, internal users, and recipients. The AmpliFund Delivery Team will commit no more than **140** total hours to delivery. Hours will be utilized to complete project plan as outlined within 30 days of Project Kick-Off Meeting.

The Delivery Team will track hours utilized and will provide the customer with current status upon request. AmpliFund’s delivery approach enables the customer to successfully perform all grant management activities long-term.

The delivery design allows the customer to use the system to its fullest extent to manage grant processes. Delivery services include:

- **Project Management**
 - AmpliFund will adhere to standard Project Management methodologies.
 - Delivery of a customized training plan which will provide end users the ability to create and manage their active grant portfolio within AmpliFund.
- **Requirements Gathering**
 - Requirements gathering which allows the project teams to discuss and define the efforts required to support expected outcomes.
 - In-depth assessment of current systems, existing grant management processes, reporting requirements, as well as agency needs regarding the development and implementation of new workflows/processes in addition to established workflows
- **Training and Configuration**
 - Provide on-demand training sessions as well as import templates and documentation necessary to manage the grant portfolio.
- **Rollout and Post-Implementation Support**
 - Assistance to ensure a smooth transition into managing the system following training and configuration.

Further ongoing support is detailed in Exhibit B – Support.

Technical Services

In addition to the AmpliFund Solution, AmpliFund will provide:

- Hosting in AmpliFund’s Microsoft Azure Commercial cloud environment
- **Data Migration Support**

AmpliFundSM

AmpliFund can provide data migration templates to the Customer, and any third-party of the Customer's choosing, to migrate any existing and/or historical grant data into AmpliFund for an additional fee.

- **Single Sign On**

AmpliFund supports SAML, OAUTH, and WS-Federation services to integrate with external authentication providers and will integrate with the customer's Active Directory implementation out-of-the-box. User roles and sign-on details are managed by the Customer, including password requirements and security.

- **API Integration**

Further ongoing integration details are outlined in Exhibit A-1 – System Integration.

Change Order Requests

In the event the Parties agree that the Activities, Deliverables, or Services of the Project Statement of Work should be modified, or that additional Activities, Deliverables, or Services should be conducted, a written amendment to the Project Statement of Work will be developed for review and execution by the Parties prior to initiation of additional work. At the request of the customer, additional services hours may be purchased at a rate of \$175 per hour.

Assumptions

Project Assumptions, Exclusions, and Constraints

- The AmpliFund Delivery Team will provide web-based, virtual training sessions for users to join. The trainings can be recorded and made available for future reference. All work will be performed remotely by the AmpliFund Delivery Team. On-site training and configuration services can be procured at additional fees.
- There will be agreements between different departments to collaborate including providing staff and information per the work plan. The cross-department collaboration will occur in order to standardize a consistent set of business processes within AmpliFund.
- AmpliFund will be responsible for calculating hours and report back to customer as requested.
- Delivery hours included in this Statement of Work expire 12 months from the contract execution date. Upon time of expiration, if hours have not been fully utilized, they will be forfeited by the client unless a change request is mutually agreed upon to extend the Statement of Work period.



EXHIBIT A-1
System Integration – Statement of Work
City of Hollywood, FL (“Customer”)

Grant Seeker Expense Automated System Integration

AmpliFund will configure an interface to run on a pre-defined schedule, to occur no more frequently than once per day, that will integrate expense transactions from Customer’s financial system of record into AmpliFund. The integration will be limited to AmpliFund Standard Data Elements associated with Expense records. The connector will be configured using a third-party iPaaS tool, Workato, following the conclusion of the discovery & configuration phases of AmpliFund’s standard implementation plan.

The integration will be configured in accordance with the configuration and mapping rules defined during implementation, leveraging the Customer’s identifiers and chart of accounts elements as the key elements for mapping each relevant expense transaction. Additional details will be captured as part of the requirements gathering phase for this project, including connectivity details, filters and parameters, and additional mapping requirements as needed.

Customer Obligations:

1. Customer will provide comprehensive responses to the Requirements Gathering Workbook provided to Customer as part of Comprehensive Implementation outlined in **Exhibit A**.
2. Customer will provide any process documentation (e.g., workflow diagrams, SOPs) related to Customer’s grant financial processes.
3. Customer will provide a consistent and standard method for providing AmpliFund access to the desired expense transactions to integrate.
4. Customer will provide examples of Expense Reports with detail from their financial system.
5. The current structure of the Customer’s chart of accounts will include segments (i.e., fields) that will allow the system to identify the grant in which to associate a given transaction.
6. Customer will make available via either (i) API endpoint(s) or (ii) a regularly delivered and consistently formatted flat file (in .csv or comparable format) the transactions and associated data required for mapping via the interface.
 - a. If integrating via API, Customer will provide documentation of the authentication protocol and integration endpoint(s).
7. The current structure of the Customer’s chart of accounts will include segment(s) that can be used to identify the specific Budget Line Item to which a transaction is to be posted.
8. The current structure of the Customer’s chart of accounts will include segment(s) that can be used to identify whether a transaction is Grant-Funded, Cash-Match, or In-Kind Match.
9. If indirect costs are to be captured in the financial system, the current structure of the Customer’s chart of accounts will include segment(s) that can be used to identify those indirect costs.
10. Customer will provide requisite test data sets.
11. Customer will make available personnel resource(s), such as a financial systems analyst, a third-party financial system representative, or comparable role, that can provide the necessary information to support the discovery and configuration phase of the implementation plan, including, but not limited to:
 - a. Strong understanding of the Customer’s current chart of accounts



- b. Ability to produce sample data sets, exports, and other relevant material necessary for evaluation
 - c. Knowledge of Customer's financial system capabilities related to the API or export tools required to support the integration (i.e., interoperability functionality).
-



EXHIBIT B Support

All capitalized terms that are used but not defined in this Exhibit will have the meanings ascribed to them in the body of the Agreement.

1. **Support.** AmpliFund will provide technical support and customer service (“Support”) to Customer on an ongoing basis during the Term of the Agreement.
 - (i) Through AmpliFund’s online support portal, Customer will have access to the most up-to-date support documentation, user guides, videos, release notes, and import templates, as well as regularly scheduled, live virtual training sessions on core functionality.
 - (ii) Customer may request additional Support by contacting AmpliFund at **216-377-5500**, via email at **support@amplifund.zendesk.com** or through the online chat functionality available on the Platform. Telephonic and online chat support are available during normal business hours, defined as 8:00am – 8:00pm ET, Monday through Friday, except for national holidays in the United States. Customers may submit support tickets, feature requests and bug reports through the Platform at any time.
2. **Issues.** “**Issues**” impact the availability of the Platform, except for scheduled downtime, as determined by AmpliFund in its reasonable discretion. AmpliFund distinguishes among four Severity of Issues as follows:
 - (i) **Critical Severity:** Issues that prevent one or more users from accessing the application or defects that allow unauthorized access to customer data.
 - (ii) **High Severity:** Issues that prevent one or more users from completing a core business process within the application.
 - (iii) **Medium Severity:** Issues that cause difficulty completing a task within the application.
 - (iv) **Low Severity:** Issues that do not prevent user action or cause any difficulty but may be perceived as detracting from the quality of the product.
3. **Target Resolution Times.** AmpliFund will use commercially reasonable efforts to meet the following target time frames for resolution of Issues from the time AmpliFund receives a Support request:

<u>Severity</u>	<u>Target Resolution Time</u>
Critical	4 hours or better
High	48 hours or better
Medium	10 business days or better
4. **Scheduled Maintenance Downtime.** AmpliFund may perform scheduled maintenance Monday through Friday, between the hours of 10 PM – 11PM ET. In the event maintenance is required outside these established windows, AmpliFund will make reasonable efforts to notify customers in advance.
5. **Resolution.** If AmpliFund has not resolved an Issue within the Target Resolution Time frame, then, upon Customer’s written request, the parties will discuss a resolution plan.



6. Uptime. AmpliFund guarantees a 99.9% up time of the Platform, exclusive of scheduled maintenance periods. Status of the Platform may be accessed at <https://status.amplifund.com/>.
-



AmpliFund Quote
City of Hollywood, FL

Grants Management Solution Pricing Information
September 5th, 2023

Quote Expires: October 31st, 2023

StreamLink Software
812 Huron Road, Suite 550
Cleveland, OH 44115

Company Representatives
Brittani Ellis, Sr Enterprise Sales Executive
bellis@amplifund.com

Phone: 216.377.5500
Fax: 216.377.5501

Email: sales@amplifund.com
www.amplifund.com

Amplifund Quote

Amplifund Grant Seeker

SaaS License Cost

SaaS License - includes daily API	\$26,250.00
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Implementation Services

Item	Number of Service Hours	Unit Price	Price
Project Management	20 hours	\$110.00	\$2,200.00
Requirements Gathering	20 hours	\$110.00	\$2,200.00
System Configuration and Testing	40 hours	\$110.00	\$4,400.00
General Product Training	40 hours	\$110.00	\$4,400.00
Data Migration	20 hours	\$110.00	\$2,200.00
API Integration Setup Fee	Waived	\$3,000.00	Waived
SSO Configuration Fee	Flat Fee	\$1,500.00	\$1,500.00
Total	140 hours	--	\$16,900.00

Notes:

- The SaaS License costs are based upon the estimated annual grant dollars (AGR) managing up to \$70M and up to 100 unique programs managed.
- The initial contract term would be a 3 year term commitment.
- Pricing includes **unlimited user licenses, unlimited usage, unlimited subrecipient licenses, and unlimited document storage space.**
- SaaS License Cost includes Amplifund technical support for organizations users, applicants, and recipient users.
- The SaaS License Cost must be paid in whole upfront, annually.
- Hosting will be provided in the Amplifund Azure multi-tenant cloud environment.
- The Implementation Services is an estimate of the total number of hours needed to support the full implementation of Amplifund. Amplifund estimates that 140 hours would be necessary to support the Client with all of the Item's listed above.
- Additional service hours can be purchased at any time at a rate of \$175/hour. A discounted rate of \$110/hour has been provided as a competitive discount.

- The SaaS License Cost will remain fixed for the initial term. For any Renewal Term following the Initial Term to which the parties mutually agree, AmpliFund may increase annual subscription license fees. If the Customer elects to renew or extend the Agreement, any annual increase to SaaS License Cost will not exceed the higher of five percent (5%) or the then current Gross Domestic Purchases Price Index as calculated by the U.S. Bureau of Economic Analysis.
- The SaaS License Cost includes the API Integration fee to connect AmpliFund to the Customers existing financial system. AmpliFund will support the Customer with setting up a data connection from your existing financial system to AmpliFund by leveraging the iPass connection tool, Workato, to sync data once daily/nightly. The API Integration setup efforts will start roughly 2 – 3 weeks after the Effective Date of the contract agreement due to financial management initial setup processes needing to take place in the system.
- AmpliFund will provide our data migration templates and support to the organization to migrate any existing and/or historical grant data into AmpliFund. The AmpliFund Team will import data using import templates. If additional support is needed to help complete the data templates, additional costs may be associated for a separate project data migration scope.



CITY OF HOLLYWOOD, FLORIDA

OFFICE OF PROCUREMENT AND CONTRACT COMPLIANCE

**Department/Office
Contract Renewal Evaluation Form**

Date: 10/14/24	
Department/Office: City Manager's Office	Division/Area:
Contact Person: Tymira Mack	Title: Grants Administrator
Contact Phone Number: 921-3551	Contact Email: tmack@hollywoodfl.org
Purchase Order/Blanket Purchase Order #: BPA Number PA600762	
Contract Expiration Date: 10/31/24	
Vendor: StreamLink Software, Inc.	Contact Person: Rylan Sweetney
Contact Phone Number: 321-337-2205	Contact Email: rsweetney@amplifund.com
Good/Service: Grants Management Software	Solicitation #: N/A

1. How would you rate the quality of goods/services?

- Excellent Good Satisfactory Poor

2. How would you rate the courteousness of the vendor's personnel?

- Excellent Good Satisfactory Poor

3. With regards to the goods or services provided, how satisfied are you with the following items?
(Please check one per category)

	Excellent	Good	Satisfactory	Poor
Overall Quality	<input type="checkbox"/>	<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
Value	<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
Frequency of Contact	<input type="checkbox"/>	<input type="checkbox"/>	<input checked="" type="checkbox"/>	<input type="checkbox"/>
Responsiveness to request(s)	<input type="checkbox"/>	<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>

4. Are all goods/services on the contract being performed at the agreed upon price, time and terms?

- Yes No

If no, please explain? The implementation period has exceeded the proposed timeline. However, the vendor has created a revised implementation schedule and agreed to a no cost extension to the project implementation hours Statement of Work.

5. If you contacted the vendor, were all your questions and/or issues resolved to your complete satisfaction?

- Yes No Did not need to contact the vendor

If no, please explain? Thus, far the vendor has been responsive and addressed all issues presented regarding the implementation exceeding the proposed timeline. However, complete satisfaction cannot be accurately evaluated since the project implementation hours have been extended.



CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)
01/21/2025

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 have ADDITIONAL INSURED provisions or 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 The James B. Oswald Company 950 Main Avenue, Suite 1800 Cleveland OH 44113		CONTACT NAME: Donetta Niehaus PHONE (A/C, No, Ext): (216) 353-8305 FAX (A/C, No): (216) 241-4520 E-MAIL ADDRESS: dnehaus@oswaldcompanies.com	
INSURED StreamLink Software, Inc 812 Huron Road E Suite 550 Cleveland OH 44115-1143		INSURER(S) AFFORDING COVERAGE INSURER A: Transportation Insurance Co. NAIC # 20494 INSURER B: Continental Casualty Company 20443 INSURER C: Hartford Insurance Group INSURER D: INSURER E: INSURER F:	

COVERAGES CERTIFICATE NUMBER: CL24121011679 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	ADDITIONAL INSURED	SUBROGATION	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 checked="" type="checkbox"/> POLICY <input type="checkbox"/> PROJECT <input type="checkbox"/> LOC OTHER:			B 5084951715	01/27/2025	01/27/2026	EACH OCCURRENCE \$ 2,000,000 DAMAGE TO RENTED PREMISES (Ea occurrence) \$ 1,000,000 MED EXP (Any one person) \$ 10,000 PERSONAL & ADV INJURY \$ 2,000,000 GENERAL AGGREGATE \$ 4,000,000 PRODUCTS - COM/OP AGG \$ 4,000,000
A	AUTOMOBILE LIABILITY <input type="checkbox"/> ANY AUTO <input type="checkbox"/> OWNED AUTOS ONLY <input type="checkbox"/> SCHEDULED AUTOS <input checked="" type="checkbox"/> HIRED AUTOS ONLY <input checked="" type="checkbox"/> NON-OWNED AUTOS ONLY			B 5084951715	01/27/2025	01/27/2026	COMBINED SINGLE LIMIT (Ea accident) \$ 1,000,000 BODILY INJURY (Per person) \$ BODILY INJURY (Per accident) \$ PROPERTY DAMAGE (Per accident) \$
B	<input checked="" type="checkbox"/> UMBRELLA LIAB <input checked="" type="checkbox"/> OCCUR <input type="checkbox"/> EXCESS LIAB <input type="checkbox"/> CLAIMS-MADE <input type="checkbox"/> DED <input checked="" type="checkbox"/> RETENTION \$ 10,000			B 5084951944	01/27/2025	01/27/2026	EACH OCCURRENCE \$ 3,000,000 AGGREGATE \$ 3,000,000
C	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	45 WEC AK45H95	02/10/2025	02/10/2026	<input checked="" type="checkbox"/> PER STATUTE <input type="checkbox"/> OTHER E.L. EACH ACCIDENT \$ 1,000,000 E.L. DISEASE - EA EMPLOYEE \$ 1,000,000 E.L. DISEASE - POLICY LIMIT \$ 1,000,000
A	Tech E&O Retro Active Date: 01/27/2012			B 5084951715	01/27/2025	01/27/2026	Per Claim \$2,000,000 Aggregate \$2,000,000 Deductible \$10,000

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (ACORD 101, Additional Remarks Schedule, may be attached if more space is required)
 D: Cyber Liability policy #ATB-667772-03; Effective dates 11/04/2024 - 11/04/2025; Limit: \$3,000,000; Retention: \$10,000

States covered by Workers Compensation coverage and those are: AZ, CA, CO, FL, GA, KS, ID, MI, NE, NY, NC, OK, WV, TN, SC, PA, and VA.

Proof of Insurance: The City of Hollywood is included as additional insured under General Liability policy per the attached endorsement if required of the Named Insured in a written contract or agreement.

CERTIFICATE HOLDER CITY OF HOLLYWOOD 2600 HOLLYWOOD BLVD. SUITE 419 HOLLYWOOD FL 33020	CANCELLATION 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 
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BLANKET ADDITIONAL INSURED AND LIABILITY EXTENSION ENDORSEMENT

This endorsement modifies insurance provided under the following:

BUSINESSOWNERS LIABILITY COVERAGE FORM
BUSINESSOWNERS COMMON POLICY CONDITIONS

TABLE OF CONTENTS	
I	Blanket Additional Insured Provisions
A	Additional Insured – Blanket Vendors
B	Miscellaneous Additional Insureds
C	Additional Provisions Pertinent to Additional Insured Coverage
1 a	Primary – Noncontributory provision
1 b	Definition of "written contract"
2	Additional Insured – Extended Coverage
II	Liability Extension Coverages
A	Bodily Injury – Expanded Definition
B	Broad Knowledge of Occurrence
C	Estates, Legal Representatives and Spouses
D	Fellow Employee First Aid
E	Legal Liability – Damage to Premises
F	Personal and Advertising Injury – Discrimination or Humiliation
G	Personal and Advertising Injury – Broadened Eviction
H	Waiver of Subrogation – Blanket

I BLANKET ADDITIONAL INSURED PROVISIONS

A ADDITIONAL INSURED – BLANKET VENDORS

Who Is An Insured is amended to include as an additional insured any person or organization (referred to below as vendor) with whom you agreed under a **"written contract"** to provide insurance, but only with respect to **"bodily injury"** or **"property damage"** arising out of **"your products"** which are distributed or sold in the regular course of the vendor's business, subject to the following additional exclusions:

- 1** The insurance afforded the vendor does not apply to:
 - a** **"Bodily injury"** or **"property damage"** for which the vendor is obligated to pay damages by reason of the assumption of liability in a contract or agreement. This exclusion does not apply to liability for damages that the vendor would have in the absence of the contract or agreement;
 - b** Any express warranty unauthorized by you;
 - c** Any physical or chemical change in the product made intentionally by the vendor;
 - d** Repackaging, except when unpacked solely for the purpose of inspection, demonstration, testing, or the substitution of parts under instructions from the manufacturer, and then repackaged in the original container;
 - e** Any failure to make such inspections, adjustments, tests or servicing as the vendor has agreed to make or normally undertakes to make in the usual course of business, in connection with the distribution or sale of the products;
 - f** Demonstration, installation, servicing or repair operations, except such operations performed at the vendor's premises in connection with the sale of the product;
 - g** Products which, after distribution or sale by you, have been labeled or relabeled or used as a container, part or ingredient of any other thing or substance by or for the vendor; or

h "**Bodily injury**" or "**property damage**" arising out of the sole negligence of the vendor for its own acts or omissions or those of its employees or anyone else acting on its behalf. However, this exclusion does not apply to:

- (1)** The exceptions contained in Subparagraphs **d** or **f**; or
 - (2)** Such inspections, adjustments, tests or servicing as the vendor has agreed to make or normally undertakes to make in the usual course of business, in connection with the distribution or sale of the products.
- 2** This insurance does not apply to any insured person or organization, from whom you have acquired such products, or any ingredient, part or container, entering into, accompanying or containing such products.
- 3** This provision **2** does not apply to any vendor included as an insured by an endorsement issued by us and made a part of this Policy.
- 4** This provision **2** does not apply if "**bodily injury**" or "**property damage**" included within the "**products-completed operations hazard**" is excluded either by the provisions of the Policy or by endorsement.

B MISCELLANEOUS ADDITIONAL INSUREDS

- 1 Who Is An Insured** is amended to include as an insured any person or organization (called additional insured) described in paragraphs **3 a** through **3 j** below whom you are required to add as an additional insured on this policy under a "**written contract**."
- 2** However, subject always to the terms and conditions of this policy, including the limits of insurance, we will not provide the additional insured with:
- a** A higher limit of insurance than required by such "**written contract**;"
 - b** Coverage broader than required by such "**written contract**" and in no event greater than that described by the applicable paragraph a. through k. below; or
 - c** Coverage for "**bodily injury**" or "**property damage**" included within the "**products-completed operations hazard**." But this paragraph **c** does not apply to the extent coverage for such liability is provided by paragraph **3 j** below.

Any coverage granted by this endorsement shall apply only to the extent permitted by law.

- 3** Only the following persons or organizations can qualify as additional insureds under this endorsement:

a Controlling Interest

Any persons or organizations with a controlling interest in you but only with respect to their liability arising out of:

- (1)** such person or organization's financial control of you; or
- (2)** Premises such person or organization owns, maintains or controls while you lease or occupy these premises;

provided that the coverage granted to such additional insureds does not apply to structural alterations, new construction or demolition operations performed by or for such additional insured.

b Co-owner of Insured Premises

A co-owner of a premises co-owned by you and covered under this insurance but only with respect to the co-owners liability for "**bodily injury**," "**property damage**" or "**personal and advertising injury**" as co-owner of such premises.

c Grantor of Franchise

Any person or organization that has granted a franchise to you, but only with respect to such person or organization's liability for "**bodily injury**," "**property damage**," or "**personal and advertising injury**" as grantor of a franchise to you.

10020001550849517158131



d Lessor of Equipment

Any person or organization from whom you lease equipment, but only with respect to liability for "**bodily injury**," "**property damage**" or "**personal and advertising injury**" caused in whole or in part by your maintenance, operation or use of such equipment, provided that the "**occurrence**" giving rise to such "**bodily injury**" or "**property damage**" or the offense giving rise to such "**personal and advertising injury**" takes place prior to the termination of such lease.

e Lessor of Land

Any person or organization from whom you lease land, but only with respect to liability for "**bodily injury**," "**property damage**" or "**personal and advertising injury**" arising out of the ownership, maintenance or use of that specific part of the land leased to you, provided that the "**occurrence**" giving rise to such "**bodily injury**" or "**property damage**" or the offense giving rise to such "**personal and advertising injury**," takes place prior to the termination of such lease. The insurance hereby afforded to the additional insured does not apply to structural alterations, new construction or demolition operations performed by, on behalf of or for such additional insured.

f Lessor of Premises

An owner or lessor of premises leased to you, or such owner or lessor's real estate manager, but only with respect to liability for "**bodily injury**," "**property damage**" or "**personal and advertising injury**" arising out of the ownership, maintenance or use of such part of the premises leased to you, and provided that the "**occurrence**" giving rise to such "**bodily injury**" or "**property damage**" or the offense giving rise to such "**personal and advertising injury**," takes place prior to the termination of such lease. The insurance hereby afforded to the additional insured does not apply to structural alterations, new construction or demolition operations performed by, on behalf of or for such additional insured.

g Mortgagee, Assignee or Receiver

A mortgagee, assignee or receiver of premises but only with respect to such mortgagee, assignee, or receiver's liability for "**bodily injury**," "**property damage**" or "**personal and advertising injury**" arising out of the ownership, maintenance, or use of a premises by you. This insurance does not apply to structural alterations, new construction or demolition operations performed by, on behalf of or for such additional insured.

h State or Political Subdivisions

A state or government agency or subdivision or political subdivision that has issued a permit or authorization, but only with respect to such government agency or subdivision or political subdivision's liability for "**bodily injury**," "**property damage**" or "**personal and advertising injury**" arising out of:

- (1) The following hazards in connection with premises you own, rent, or control and to which this insurance applies:
 - (a) The existence, maintenance, repair, construction, erection, or removal of advertising signs, awnings, canopies, cellar entrances, coal holes, driveways, manholes, marquees, hoistaway openings, sidewalk vaults, street banners, or decorations and similar exposures; or
 - (b) The construction, erection, or removal of elevators; or
 - (c) The ownership, maintenance or use of any elevators covered by this insurance; or
- (2) The permitted or authorized operations performed by you or on your behalf. But the coverage granted by this paragraph does not apply to:
 - (a) "**Bodily injury**," "**property damage**" or "**personal and advertising injury**" arising out of operations performed for the state or government agency or subdivision or political subdivision; or
 - (b) "**Bodily injury**" or "**property damage**" included within the "**products completed operations hazard**."

With respect to this provision's requirement that additional insured status must be requested under a "**written contract**," we will treat as a "**written contract**" any governmental permit that requires you to add the governmental entity as an additional insured.

i Trade Show Event Lessor

With respect to your participation in a trade show event as an exhibitor, presenter or displayer, any person or organization whom you are required to include as an additional insured, but only with respect to such person or organization's liability for "**bodily injury**," "**property damage**," or "**personal and advertising injury**" caused by:

- a** Your acts or omissions; or
- b** Acts or omissions of those acting on your behalf;

in the performance of your ongoing operations at the trade show premises during the trade show event.

j Other Person or Organization

Any person or organization who is not an additional insured under paragraphs **a** through **i** above. Such additional insured is an insured solely for "**bodily injury**," "**property damage**" or "**personal and advertising injury**" for which such additional insured is liable because of your acts or omissions.

The coverage granted by this paragraph does not apply to any person or organization:

- (1)** For "**bodily injury**," "**property damage**," or "**personal and advertising injury**" arising out of the rendering or failure to render any professional services;
- (2)** For "**bodily injury**" or "**property damage**" included in the "**products-completed operations hazard**." But this provision **(2)** does not apply to such "**bodily injury**" or "**property damage**" if:
 - (a)** It is entirely due to your negligence and specifically results from your work for the additional insured which is the subject to the "**written contract**"; and
 - (b)** The "**written contract**" requires you to make the person or organization an additional insured for such "**bodily injury**" or "**property damage**"; or
- (3)** Who is afforded additional insured coverage under another endorsement attached to this policy.

C ADDITIONAL PROVISIONS PERTINENT TO ADDITIONAL INSURED COVERAGE

1 With respect only to additional insured coverage provided under paragraphs **A** and **B** above:

a The **BUSINESSOWNERS COMMON POLICY CONDITIONS** are amended to add the following to the Condition entitled **Other Insurance**:

This insurance is excess of all other insurance available to an additional insured whether primary, excess, contingent or on any other basis. However, if a "**written contract**" requires that this insurance be either primary or primary and noncontributing, then this insurance will be primary and non-contributory relative solely to insurance on which the additional insured is a named insured.

b Under **Liability and Medical Expense Definitions**, the following definition is added:

"**Written contract**" means a written contract or agreement that requires you to make a person or organization an additional insured on this policy, provided the contract or agreement:

- (1)** Is currently in effect or becomes effective during the term of this policy; and
- (2)** Was executed prior to:

- (a)** The "**bodily injury**" or "**property damage**," or
 - (b)** The offense that caused the "**personal and advertising injury**";
- for which the additional insured seeks coverage.

2 With respect to any additional insured added by this endorsement or by any other endorsement attached to this Coverage Part, the section entitled **Who Is An Insured** is amended to make the following natural persons insureds.

If the additional insured is:

- a** An individual, then his or her spouse is an insured;

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- b** A partnership or joint venture, then its partners, members and their spouses are insureds;
- c** A limited liability company, then its members and managers are insureds;
- d** An organization other than a partnership, joint venture or limited liability company, then its executive officers, directors and shareholders are insureds; or
- e** Any type of entity, then its employees are insureds;

but only with respect to locations and operations covered by the additional insured endorsement's provisions, and only with respect to their respective roles within their organizations. Furthermore, employees of additional insureds are not insureds with respect to liability arising out of:

- (1) "Bodily injury" or "personal and advertising injury"** to any fellow employee or to any natural person listed in paragraphs **a** through **d** above;
- (2) "Property damage"** to property owned, occupied or used by their employer or by any fellow employee; or
- (3) Providing or failing to provide professional health care services.**

II LIABILITY EXTENSION COVERAGES

It is understood and agreed that this endorsement amends the **Businessowners Liability Coverage Form**. If any other endorsement attached to this policy amends any provision also amended by this endorsement, then that other endorsement controls with respect to such provision, and the changes made by this endorsement to such provision do not apply.

A Bodily injury – Expanded Definition

Under **Liability and Medical Expenses Definitions**, the definition of "**Bodily injury**" is deleted and replaced by the following:

"**Bodily injury**" means physical injury, sickness or disease sustained by a person, including death, humiliation, shock, mental anguish or mental injury by that person at any time which results as a consequence of the physical injury, sickness or disease.

B Broad Knowledge of Occurrence

Under Businessowners Liability Conditions, the Condition entitled Duties In The Event of Occurrence, Offense, Claim or Suit is amended to add the following:

Paragraphs **a** and **b** above apply to you or to any additional insured only when such "**occurrence**," offense, claim or "**suit**" is known to:

- (1)** You or any additional insured that is an individual;
- (2)** Any partner, if you or an additional insured is a partnership;
- (3)** Any manager, if you or an additional insured is a limited liability company;
- (4)** Any "**executive officer**" or insurance manager, if you or an additional insured is a corporation;
- (5)** Any trustee, if you or an additional insured is a trust; or
- (6)** Any elected or appointed official, if you or an additional insured is a political subdivision or public entity.

This paragraph applies separately to you and any additional insured.

C Estates, Legal Representatives and Spouses

The estates, heirs, legal representatives and spouses of any natural person insured shall also be insured under this policy; provided, however, coverage is afforded to such estates, heirs, legal representatives and spouses only for claims arising solely out of their capacity as such and, in the case of a spouse, where such claim seeks damages from marital common property, jointly held property, or property transferred from such natural person insured to such spouse. No coverage is provided for any act, error or omission of an estate, heir, legal representative or spouse outside the scope of such person's capacity as such, provided however that the spouse of a natural person Named Insured and the spouses of members or partners of joint venture or partnership Named Insureds are insureds with respect to such spouses' acts, errors or omissions in the conduct of the Named Insured's business.

D Fellow Employee First Aid Coverage

In the section entitled **Who Is An Insured**, paragraph **2 a 1** is amended to add the following:

The limitations described in subparagraphs **2 a 1 (a), (b) and (c)** do not apply to your "**employees**" for "**bodily injury**" that results from providing cardiopulmonary resuscitation or other first aid services to a co-"**employee**" or "**volunteer worker**" that becomes necessary while your "**employee**" is performing duties in the conduct of your business. Your "**employees**" are hereby insureds for such services. But the insured status conferred by this provision does not apply to "**employees**" whose duties in your business are to provide professional health care services or health examinations.

E Legal Liability – Damage To Premises

1 Under **B Exclusions, 1 Applicable to Business Liability Coverage**, Exclusion **k Damage To Property**, is replaced by the following:

k Damage To Property

"**Property damage**" to:

- 1** Property you own, rent or occupy, including any costs or expenses incurred by you, or any other person, organization or entity, for repair, replacement, enhancement, restoration or maintenance of such property for any reason, including prevention of injury to a person or damage to another's property;
- 2** Premises you sell, give away or abandon, if the "**property damage**" arises out of any part of those premises;
- 3** Property loaned to you;
- 4** Personal property in the care, custody or control of the insured;
- 5** That particular part of any real property on which you or any contractors or subcontractors working directly or indirectly in your behalf are performing operations, if the "**property damage**" arises out of those operations; or
- 6** That particular part of any property that must be restored, repaired or replaced because "**your work**" was incorrectly performed on it.

Paragraph **2** of this exclusion does not apply if the premises are "**your work**" and were never occupied, rented or held for rental by you.

Paragraphs **1, 3, and 4**, of this exclusion do not apply to "**property damage**" (other than damage by fire or explosion) to premises:

- (1)** rented to you;
- (2)** temporarily occupied by you with the permission of the owner, or
- (3)** to the contents of premises rented to you for a period of 7 or fewer consecutive days.

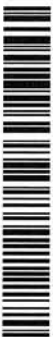
A separate limit of insurance applies to Damage To Premises Rented To You as described in Section D – Liability and Medical Expenses Limits of Insurance.

Paragraphs **3, 4, 5, and 6** of this exclusion do not apply to liability assumed under a sidetrack agreement.

Paragraph **6** of this exclusion does not apply to "**property damage**" included in the "**products-completed operations hazard**."

2 Under **B Exclusions, 1 Applicable to Business Liability Coverage**, the following paragraph is added, and replaces the similar paragraph, if any, beneath paragraph **(14)** of the exclusion entitled **Personal and Advertising Injury**:

Exclusions **c, d, e, f, g, h, i, k, l, m, n, and o**, do not apply to damage by fire to premises while rented to you or temporarily occupied by you with permission of the owner or to the contents of premises rented to you for a period of 7 or fewer consecutive days. A separate limit of insurance applies to this coverage as described in **Section D Liability And Medical Expenses Limits Of Insurance**.



FW: [EXT]The Errors & Omissions Insurance for the C-24-961: BPA PA600762 (Grant Management Software) contract is expiring in 14 days on January 27th, 2025

From Certificate of Insurance <COI@hollywoodfl.org>

Date Tue 1/28/2025 2:41 PM

To Tymira Mack <TMACK@hollywoodfl.org>

Cc Lauryn Ballard <lballard@HollywoodFL.org>; Certificate of Insurance <COI@hollywoodfl.org>

3 attachments (35 MB)

25-26 COI for CITY OF HOLLYWOOD with 25-26 WC.pdf; Certificate language.pdf; StreamLink Software_Executed SOW Change & Contract Renewal#1_BPA-PA600762_PR-24-026.pdf;

Acceptable.

Certificate of Insurance



Notice: Florida has a broad public records law. All correspondence sent to the City of Hollywood via e-mail may be subject to disclosure as a matter of public record.

From: Tymira Mack <TMACK@hollywoodfl.org>

Sent: Thursday, January 23, 2025 2:33 PM

To: Certificate of Insurance <COI@hollywoodfl.org>

Cc: Lauryn Ballard <lballard@HollywoodFL.org>

Subject: Fw: [EXT]The Errors & Omissions Insurance for the C-24-961: BPA PA600762 (Grant Management Software) contract is expiring in 14 days on January 27th, 2025

Good day Tanya,

Please advise whether the attached COI and Endorsement are acceptable.

The vendor is providing professional implementation services for the set-up of a cloud-based grants software subscription. The data implementation involves setting up the software to match our functional requirements and creating a "bridge" for our grant related program and financial data to populate their software. All work is performed via e-mail, web meetings and through the cloud-based software.

Thanks.

Tymira Mack

Grants Administrator

Office of the City Manager

Email: TMACK@hollywoodfl.org

From: Correen Brown <cbrown@amplifund.com>

Sent: Thursday, January 23, 2025 2:08 PM

To: Tymira Mack <TMACK@hollywoodfl.org>

Cc: Emily Naufel <enaufel@amplifund.com>; Lauryn Ballard <lballard@HollywoodFL.org>

Subject: RE: [EXT]The Errors & Omissions Insurance for the C-24-961: BPA PA600762 (Grant Management Software) contract is expiring in 14 days on January 27th, 2025

You don't often get email from cbrown@amplifund.com. [Learn why this is important](#)

Good afternoon, I have attached an updated COI and also provided the certificate language in attachment as well.

Regards,

Correen Brown
Head of Finance & Administration
StreamLink Software Inc. dba AmpliFund
o (216) 377-5500 x 1602

www.amplifund.com
AmpliFund

From: Tymira Mack <TMACK@hollywoodfl.org>
Sent: Wednesday, January 22, 2025 3:00 PM
To: Correen Brown <cbrown@amplifund.com>
Cc: Emily Naufel <enaufel@amplifund.com>; Lauryn Ballard <lballard@HollywoodFL.org>
Subject: Re: [EXT]The Errors & Omissions Insurance for the C-24-961: BPA PA600762 (Grant Management Software) contract is expiring in 14 days on January 27th, 2025

Hi Correen,

Thank you for sending over the updated COI. Unfortunately, our Risk Management Department will not accept the COI as provided.

For reference, I have highlighted the specific sections on your previous COI. To expedite processing, please remember that the referenced Suite 419 and additionally insured information must be included on the COI and the blanket additional insured endorsement document must be submitted with the update.

Please let me know if you have any questions.

Thanks.

Tymira Mack
Grants Administrator
Office of the City Manager

P.O. Box 229045
City of Hollywood, Florida 33022

Email: TMACK@hollywoodfl.org

www.HollywoodFL.org

disclosure as a matter of public record.

From: Correen Brown <cbrown@amplifund.com>

Sent: Tuesday, January 21, 2025 4:39 PM

To: Tymira Mack <TMACK@hollywoodfl.org>

Cc: Emily Naufel <enaufel@amplifund.com>

Subject: [EXT]The Errors & Omissions Insurance for the C-24-961: BPA PA600762 (Grant Management Software) contract is expiring in 14 days on January 27th, 2025

You don't often get email from cbrown@amplifund.com. [Learn why this is important](#)

Good afternoon, please find attached our updated COI for your records.

Regards,

Correen Brown

Head of Finance & Administration

StreamLink Software Inc. dba AmpliFund

o (216) 377-5500 x 1602

www.amplifund.com

AmpliFund 

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