

**Policy Confluence, Inc.  
Services Agreement**

THIS POLCO SERVICES Agreement (the “**Order Form**”) is entered into and made effective as of \_\_\_\_\_, 2023 (“**Effective Date**”) by and between Policy Confluence, Inc., a Delaware corporation (“**Polco**” or “**Company**”), and the City of North Port, (“**Customer**” “**you**” or “**your**”). Polco and Customer may be referred to in this Agreement individually as a “**Party**” or collectively as the “**Parties.**”

**Agreement** - This is a binding agreement by Customer to purchase Polco’s Services as set forth in the table below and further defined in this agreement. Each of the Services are governed by and incorporates the general terms and conditions set forth in this Order Form, the Enterprise Terms and Conditions (the “**Enterprise Terms**” found at [<https://info.polco.us/enterprise-terms>]) and the Website Terms of Use (the “**Website Terms**” found at [<https://info.polco.us/eula>]) (each a “**Supplement,**” and collectively with this Order Form, the “**Agreement**”).

Unless otherwise expressly defined herein, all defined terms in any Supplement, respectively, used in this Order Form have the meaning stated in the applicable Supplement. In the event of any conflict or inconsistency between the provisions of (a) this Order Form, (b) a Supplement (as applicable), and (c) any other documents or policies referenced in this Order Form or the Supplements, the governing order of precedence shall be: (i) this Order Form (ii) the Enterprise Terms; (iii) the Website Terms; and (iv) any other document incorporated herein by reference.

<b>Customer Information:</b>	
<b>Customer Name:</b>	City of North Port
<b>Address:</b>	4970 City Hall Boulevard
<b>Contact:</b>	Jason Bartolone
<b>Phone:</b>	(941)429-7165
<b>E-mail:</b>	jbartolone@northportfl.gov

**Training and Support** - Your subscription includes access to the Services and Polco Materials as described below, which includes training materials, as well as access to technical support services for your Authorized Users. You understand that technical support services are for technical product support, and such services are not to be used as a substitute for proper training and education.

**Privacy Policy** - You acknowledge that you have read and understand Polco’s Privacy Policy (the “Privacy Policy” found at <https://info.polco.us/privacy>).

**Initial Term Starting:** March 15, 2023 **Initial Term Ending:** March 14, 2025

The Initial Term of this Agreement shall be for a period of twenty four (24) months from the Effective Date, unless earlier terminated pursuant to this Agreement or either party gives the other party written notice of non-renewal at least thirty (30) days prior to the expiration of the then-current Term. The term of this Agreement will renew automatically at the end of the Initial Term for a duration of 24 months and shall continue to do so unless or until you provide a Termination Notice to Polco for such applicable Renewal Term.

**Fees** - The Fees for your Initial Term are outlined below. All Fees are for annual terms (from the commencement of this Agreement) unless otherwise noted.

Fee Type	Name	Fee
Software Service Subscription	Polco Performance Plan- The National Community Survey 2023	\$17,000/ 2-years
Subscription	½ Page of Custom Questions	\$1,800/2-years
Subscription	Online Custom Benchmark Comparisons	\$1,800/2-years
Subscription	In-person Presentation of Results	\$3,650/2-years
		<b>Total: \$22,250/2-years</b>

“Amendment. No amendment, change, or addendum to this Agreement is enforceable unless agreed to in writing by both parties and incorporated into this Agreement. Any amendments changing Customer’s financial obligations under this Agreement shall require approval by the City Commission. The City Commission hereby authorizes the City Manager or City Manager’s authorized designee to approve and execute all Agreement amendments on behalf of Customer that do not change Customer’s financial obligations under this Agreement.”

NON-EXCLUSIVITY. This Agreement is non-exclusive, and the Customer may enter similar agreements with multiple similar entities. The Customer is assured that no minimum amount of services or fees under this Agreement. The Customer reserves its option to perform the same or similar services in-house or through others at its sole discretion.

**Billing** - Payment for the Fees as outlined must be made within the Initial Term of the Agreement. If applicable, sales tax shall be assessed on your invoice to comply with the sales tax laws and regulations in your state In accordance with the Local Government Prompt Payment Act, Florida Statutes Sections 218.70, et seq., Customer's payments shall be due forty-five (45) days after receipt of invoice.”.

Fees for Renewal Terms shall be invoiced at the start date of the Renewal Term, and shall be due within thirty (30) days the start date of the Renewal Term unless otherwise agreed upon. Your subscription shall be deemed terminated if Fees for a Renewal Term are not received within thirty (30) days following the start date of the Renewal Term.

Except to the extent otherwise expressly stated in this Agreement all obligations to pay subscription Fees are non-cancelable and all payments are non-refundable. You agree that your purchases are not contingent on the delivery of any future functionality or features, or dependent on any oral or written public comments made by Polco regarding future functionality or features.

**Compliance with data protection laws** - Each Party will comply with any applicable data protection and privacy laws and applicable to such Party's performance of its obligations under or in connection with this Agreement (“**Data Protection Laws**”). Where applicable Data Protection Laws, whether in effect at the start of the Term or as become applicable or effective during the Term, require the processing of Personal Data to be subject to specific terms between the Parties, the Parties shall enter into any necessary amendments to this Agreement and/or separate agreements to the extent necessary to comply with such applicable Data Protection Laws, including without limitation a Data Sharing Agreement.

**Public Records Law: In accordance with Florida Statutes, Section 119.0701, Contractor shall comply with all public records laws, and shall specifically:**

- 1. Keep and maintain public records required by the City to perform the service.**
  - a. The timeframes and classifications for records retention requirements must be in accordance with the General Records Schedule GS1-SL for State and Local Government Agencies.**  
(See <http://dos.dos.state.fl.us/library-archives/records-management/general-records-schedules/>).
  - b. “Public records” means and includes those items specified in Florida Statutes, Section 119.011(12), as amended from time to time, and currently defined as: All**

- documents, papers, letters, maps, books, tapes, photographs, films, sound recordings, data processing software, or other material, regardless of the physical form, characteristics, or means of transmission, made or received pursuant to law or ordinance or in connection with the transaction of official business with the City. Contractor's records under this Contract include but are not limited to, supplier/subcontractor invoices and contracts, project documents, meeting notes, e-mails and all other documentation generated during this Contract.
2. Upon request from the City's custodian of public records, provide the City, at no cost, with a copy of the requested records or allow the records to be inspected or copied within a reasonable time at a cost that does not exceed the cost provided for by law. All records kept electronically must be provided to the City, upon request from the City's custodian of public records, in a format that is compatible with the information technology systems of the City.
  3. Ensure that project 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, if the Contractor does not transfer the records to City following completion of the contract, for the time period specified in General Records Schedule GS1-SL for State and Local Government Agencies.
  4. Upon completion of the contract, transfer, at no cost, to the City all public records in Contractor's possession or keep and maintain public records required by the City to perform the service. If the Contractor transfers all public records to the City upon completion of the contract, the Contractor shall destroy any duplicate public records that are exempt or confidential and exempt from public records disclosure requirements. If the Contractor keeps and maintains public records upon the completion of the contract, the Contractor shall meet all applicable requirements for retaining public records.
  5. IF THE CONTRACTOR HAS QUESTIONS REGARDING THE APPLICATION OF CHAPTER 119, FLORIDA STATUTES, TO THE CONTRACTOR'S DUTY TO PROVIDE PUBLIC RECORDS RELATING TO THIS CONTRACT, CONTACT THE CUSTODIAN OF PUBLIC RECORDS AT CUSTODIAN OF PUBLIC RECORDS, 4970 CITY HALL BOULEVARD, NORTH PORT, FLORIDA 34286, (941) 429-7056 OR HOTLINE (941) 429-7270; E-MAIL: [publicrecordsrequest@cityofnorthport.com](mailto:publicrecordsrequest@cityofnorthport.com).

#### **Miscellaneous.**

Notices. All notices shall be in writing and shall be deemed to have been given upon: (i) personal delivery; (ii) the second business day after mailing; or (iii) the second business day after sending by email (provided that such email has not been returned as undelivered, or that sender does not receive an automatic response or other indication that the email account is not being monitored).

<p><u>To Polco:</u> 8001 Terrace Avenue, #201 Middleton, WI 53562 alex@polco.us Alex Pedersen, Chief Financial Officer</p>	<p><u>To Customer:</u> 4970 City Hall Boulevard, North Port, FL 34286 jbartolone@northportfl.gov Jason Bartolone, Communications Manager/PIO</p> <p>with a copy to: City of North Port, Florida Attn: City Attorney 4970 City Hall Blvd. North Port, Florida 34286</p>
--	--

**Entire Agreement.** This Agreement, together with any other documents incorporated herein by reference, constitutes the sole and entire agreement of the Parties with respect to the subject matter of this Agreement and supersedes all prior and contemporaneous understandings, agreements, and representations and warranties, both written and oral, with respect to such subject matter.

**Counterparts.** This Agreement and any amendments hereto may be executed simultaneously in two or more counterparts, each of which shall be deemed an original, but all of which together shall constitute one and the same agreement. The Parties may execute this Agreement and any amendment hereto in the form of an electronic record utilizing electronic signatures, as such terms are defined in the Electronic Signatures in Global and National Commerce Act (15 U.S.C. § 7001, et. seq.). Electronic signatures, or signatures transmitted electronically via PDF or similar file delivery method is legal, valid, and binding upon execution and delivery for all purposes and each shall have the same effect as an original signature.

**Severability.** If any provision of this Agreement is invalid, illegal, or unenforceable in any jurisdiction, such invalidity, illegality, or unenforceability will not affect any other term or provision of this Agreement or invalidate or render unenforceable such term or provision in any other jurisdiction. Upon such determination that any term or other provision is invalid, illegal, or unenforceable, the Parties shall negotiate in good faith to modify this Agreement so as to affect their original intent as closely as possible in a mutually acceptable manner in order that the transactions contemplated hereby be consummated as originally contemplated to the greatest extent possible.

**Authority to Execute Agreement.** The signature by any person to this Agreement shall be deemed a personal warranty that the person has the full power and authority to bind any corporation, partnership, or any other business or governmental entity for which the person purports to act hereunder.

**Binding Effect/Counterparts.** By the signatures affixed hereto, the Parties intend to be bound by the terms and conditions hereof. This Agreement is binding upon and shall inure to the benefit

of the Parties and their respective heirs, executors, administrators, successors and assigns. It may be signed in counterparts.

**Governing Law and Venue.** The laws of the State of Florida govern the rights, obligations, and remedies of the Parties under this Agreement. The exclusive venues for any legal or judicial proceedings in connection with the enforcement or interpretation of this Agreement are the Circuit Court of the Twelfth Judicial Circuit in and for Sarasota County, Florida and the United States District Court for the Middle District of Florida.

**No Agency.** Nothing contained herein shall be deemed or construed as creating the relationship of principal and agent, or of partnership or joint venture, between the Parties, it being understood and agreed that no provision contained herein, or any acts of the Parties shall be deemed to create any relationship between them other than that as detailed herein.

**Assignment.** Polco shall not assign this Agreement or any right or responsibility herein unless with the written consent of the City.

**Non-Discrimination.** The City of North Port, Florida does not discriminate on the basis of race, color, national origin, sex, age, disability, family, or religious status in administration of its programs, activities, or services. Polco shall not administer this Agreement in an unlawfully discriminatory manner, nor deny participation in or the benefits of same to any individual based on that individual's race, color, national origin, sex, age, disability, family or religious status, marital status, sexual orientation, gender identity or expression, or physical characteristic.

	<b>POLICY CONFLUENCE, INC.</b>
	By:  Name:  Title:

	<b>City of North Port</b>
--	---------------------------

	By:  Name:  Title:
--	--------------------------------

CITY OF NORTH PORT, FLORIDA

\_\_\_\_\_  
A. JEROME FLETCHER II, ICMA-CM, MPA  
CITY MANAGER

ATTEST

\_\_\_\_\_  
HEATHER FAUST, MMC  
CITY CLERK

APPROVED AS TO FORM AND CORRECTNESS

\_\_\_\_\_  
AMBER L. SLAYTON, B.C.S.  
CITY ATTORNEY

# Terms of Use

## Terms of Use

The following Terms of Use (“Terms”) govern the relationship between you and Polco Inc. (“Polco”) and govern your use of Polco.us (the “Site”). The Site is owned and operated by Polco (or “We” or “Us”). These Terms do not affect your statutory rights. By accessing, using, or registering for the Site, you agree to be bound by these Terms and govern all interactions via the Site or other methods . If you are unwilling to be bound by these Terms, you should not access, use, or register for the Site. Please also consult our Privacy Policy for a description of our privacy practices and policies. We also recommend that you print and retain a copy of these Terms for future reference.

## Governing Law





of the United States.

## Contact Information

Polco

8001 Terrance Ave, Suite 201

Middleton, WI 53562

United States of America

Phone: (608)-709-VOTE

Email: [support@polco.us](mailto:support@polco.us)

## Changes

We reserve the right to modify these Terms at any time without additional notice to you. Any change in these Terms are effective immediately upon posting.

Accordingly, Polco recommends that you read these Terms carefully each time you visit a Site. Any use of the Site after changes have been made shall be deemed acceptance of those changed Terms.

## Access

You acknowledge and agree that the Site, including the accessibility, hours of use, and any and all features and content available via the Site and any User Content (as defined below), may be modified by Us, in our sole discretion, at any time without prior notice. We may restrict access to any or all portions of the Site or remove any information or content from the Site at any time. All such modifications are subject to these Terms.

## Prohibited Behavior

You may not, and your use of the Site, may not:



- impersonate or use the identity of another person or organization, or falsely state or otherwise misrepresent your affiliation with a person or organization;
- engage in any activities or manipulate identifying material to misrepresent the origin of content;
- attempt to solicit personal or identifying information from other users without clearly indicating you are doing so;
- interfere with or otherwise limit the use of the Site by other users; or collect, compile, or store personal information about other users of the Site;
- share your account with anyone else, including giving your password to another person;
- disrupt or interfere with the security of, or otherwise cause harm to, the Site or the systems resources; accounts; usernames and passwords; servers; or networks connected to or accessible through the Site;
- modify the information found on the Site;
- use the Site for commercial purposes; or
- upload, post, use, or otherwise make available any content that:
  - is false, misleading, unlawful, harmful, threatening, abusive, harassing, tortious, defamatory, vulgar, obscene, libelous, invasive of another's privacy, or content that could otherwise be considered to be objectionable;
  - is subject to any disclosure restrictions;
  - infringes or otherwise violates any patent, copyright, trademark, or any other proprietary rights;
  - is unsolicited or unauthorized advertising or promotional materials, including without limitation, junk mail, spam, chain letters, pyramid schemes, or any other form of solicitation;
- contains software viruses or any other corrupt computer code, files or programs that impair the use of any computer software or hardware or telecommunications equipment.

## User Content



communications that you upload, post, use, or otherwise make available on the Site or send to Us via the Site or in connection with the Site (“User Content”). By posting or submitting User Content you grant an irrevocable, world-wide, non-exclusive license to Polco to the User Content to allow Polco to use, reproduce, disclose, publish, distribute, and otherwise fully exploit such User Content for any purpose whatsoever, without restriction and without compensating you in any way. Accordingly, do not send any confidential information or any original creative materials. By posting or submitting User Content, you represent and warrant that (a) the User Content is non-confidential; (b) you have all necessary rights to post the User Content and you can and do grant to Us the rights in accordance with these Terms; (c) the User Content is accurate and not misleading or harmful in any manner; (d) you will clearly state any conflict of interest or relationship that might influence your views such as whether you are being compensated in any way (whether in kind, monetary, or otherwise), or an employee of Polco; and (e) the User Content, and your use and posting thereof in connection with the Site, does not and will not violate these Terms or any applicable local, state, national, or international statute, regulation, or law. Although Polco has no obligation to screen, edit, or monitor any of the User Content or user conduct on the Site, We reserve the right in our sole discretion, to remove, screen, or edit and take appropriate action, including legal action against you with respect to any User Content and to monitor any user conduct on the Site at any time and for any reason without notice.

## Authorized Use

All content, information, data, and other material contained on the Site, including without limitation, all trademarks, the “look and feel” of the Site, its color combinations, layout, and all other graphical elements, and all original content, are protected by one or more copyrights, trademarks, patents, trade secrets and/or other proprietary rights owned or licensed by Us and which are protected under the laws of the State of Wisconsin, the United States, foreign jurisdictions, and/or international treaties. The Site, its content, and all related rights remain our exclusive property or the property of the licensors of such content unless otherwise

exclusive, non-transferable, non-sublicensable, revocable limited license (subject to the limitations below) to access and use our Site for your own personal (i.e., non-commercial) entertainment purposes. You agree not to use our Site for any other purpose.

In connection with your Authorized Use, you may download or print content, provided you do not, without our express written consent, modify or delete any of the information, including any proprietary notices. Except as otherwise set forth herein or subject to our written consent, no other permission is granted to you to print, copy, reproduce, distribute, license, transfer, sell, transmit, upload, download, store, display in public, alter, or modify any of the content. In addition, you may not transfer any content to another person, "frame" or "in-line link" the content, "deep link" to any content within the Site, or "mirror" the Site or content therein on any other server. Except as expressly set forth herein, use of the Site does not constitute a grant of any license or other right to use or exploit any of these proprietary rights. Media should contact Us for permission to use the copyrighted information.

## **Disclaimer and Limitation of Liability**

Polco will not be liable to you for any indirect, incidental, consequential, special, punitive or other similar damages, including but not limited to loss of revenues, lost profits, lost data or business interruption or other intangible losses (however such losses are qualified), arising out of or relating in any way to these Terms or our Site itself, whether based on contract, tort or any other legal theory, and whether or not Polco has been advised of the possibility of such damages. Polco will not be liable to you for more than the amount you have paid to Polco in accordance with these terms in the six (6) months immediately preceding the date on which you first assert a claim. You acknowledge and agree that if you have not paid anything to Polco during such time period, your sole remedy (and Polco's exclusive liability) for any dispute with Polco is to stop using our Site and to cancel your account.





above disclaimers and limitations may not apply to you. To the extent that Polco may not, as a matter of applicable law, disclaim any warranty or limit its liability as set forth herein, the scope of such warranty and the extent of Polco's liability will be the minimum permitted under such applicable law.

In particular, nothing in these Terms will affect the statutory rights of any consumer or exclude or restrict any liability for death or personal injury arising from any negligence or fraud of Polco.

## Third-Party Content

This Site may contain third-party content and links to other websites, and third-party websites may link to the Site (collectively, "Third Party Content"). We do not review or monitor nor are responsible for such Third Party Content. Any mention on the Site of products or services provided by third parties is for informational purposes only and constitutes neither an endorsement nor a recommendation by Us or create a relationship with Us. We disclaim any liability with respect to your use of any such Third Party Content, and you release Us from any liability related to your use of any Third Party Content. Third Party Content may be subject to different and additional terms and conditions, privacy, and other terms. Any dealings among you and any third parties are solely between you and such third parties.

## Indemnification

You agree to defend, indemnify, and otherwise hold Us and our successors and assigns, our officers, directors, agents, employees, assigns, third-party content providers, and service partners, harmless from and against any causes of action, including any claims, demands, losses, fees, expenses (including legal fees and expenses), costs, liabilities, and damages related to or arising out of your use of the Site.

## Security



applicable law-enforcement authorities in prosecuting violators. In order to protect against unauthorized access to your account, it is recommended that you close the browser when you have finished using the Site.

You are prohibited from violating or attempting to violate the security of the Site, including, but not limited to:

- Gaining unauthorized access to any portion, feature, or services offered by or through the Site, or any related systems, servers, or networks connected to the Site by hacking, password "mining", or any other unauthorized means;
- Scanning or testing the vulnerability of the Site or a system, server, or network connected to the Site;
- Breaching the security or authentication measures on the Site or any network connected to the Site;
- Performing reverse look-ups or tracing any information, personal or otherwise, of Us, any other user, user's account, the Site or otherwise exploit any service or information made available by or through the Site. You may obtain your own personal information obtained by Us according to our Privacy Policy.
- Taking any action that unreasonably or disproportionately burdens the Site's infrastructure, related systems, servers, or networks; or
- Using any device, software, or other method to interfere or attempt to interfere with the normal performance, transactions conducted, or with any other person's use of the Site.

## Termination

We may terminate your access to the Site or cancel or suspend your account at any time if you breach or encourage others to breach these Terms in any way or engage in conduct that We deem inappropriate. Upon such termination or suspension, any Authorized Use granted herein terminates automatically without notice to you.

## Copyright Enforcement



infringe or otherwise violate the intellectual property rights of others. If you believe your work has been infringed, please provide Us with the following information:

- A physical or electronic signature of a person authorized to act on behalf of the owner of an exclusive right that is allegedly infringed;
- Identification of the copyrighted work claimed to have been infringed or, if multiple copyrighted works at a single online site are covered by a single notification, a representative list of such works at that site;
- Identification of the material that is claimed to be infringing or to be the subject of infringing activity and that is to be removed, or access to which is to be disabled, and information reasonably sufficient to permit Us to identify the material;
- Information that is reasonably sufficient to permit Us to contact the complaining party, such as address, telephone number and, if available, e-mail address;
- A statement that the complaining party has a good faith belief that use of the material in a manner complained of is not authorized by the copyright owner, its agent, or the law; and
- A statement that the information in the notification is accurate, and under penalty of perjury, that the complaining party is authorized to act on behalf of the owner of an exclusive right that is allegedly infringed.

Polco can be contacted at the above address under the Contact Information section.

## Miscellaneous

These Terms constitute the entire agreement between Us and you regarding the subject matter hereof. Any previous agreement, whether oral or written, between Us and you dealing with the subject matter hereof is superseded. If any portion of these Terms are found to be unenforceable for any reason, such portion will be deemed severed and will not affect the enforceability of the remaining terms. Upon your breach of these Terms, We may pursue any legal or equitable remedy available, including but not limited to, direct, consequential, and punitive damages<sup>es</sup>



operate as a waiver of any remedy or of the right to enforce any portion of the Terms at any time thereafter. You agree that regardless of any statute or law to the contrary, any claim or action arising out of or regarding these Terms must be filed within one (1) year after such claim or cause of action arose or be forever barred. We make no representation that the content of the Site is appropriate or available for use in all locations. You are responsible for compliance with all applicable local laws. Any dispute arising out of these Terms shall be governed by the laws of the State of Wisconsin, U.S.A., notwithstanding any conflicts of law principles. Any action relating to these Terms must be filed and maintained in a state or federal court located in the State of Wisconsin, U.S.A., and you consent to exclusive jurisdiction and venue in such courts for such purpose.



Join The Civil Review monthly newsletter for access to exclusive research, articles, and resources from National Research Center at Polco.

Free subscription

About Us

Our Work

Polco

Products and Services

National Research  
Center

Articles and Research







Contact Us Request Information

## National Research Center

NRC is Polco's proprietary in-house data science laboratory.

---

Copyright © 2022 Polco

[Terms](#) [Privacy](#) [Copyright](#) [Sitemap](#)

