

**From:** [Victoria Anderson](#)  
**To:** [Tina Zinser](#)  
**Cc:** [Pamela Hare](#); [Lisa Morgan](#); [Aaron Pool](#); [Michelle Miller](#); [Tobey Phillips](#); [George Welsted](#)  
**Subject:** LR2022-264-1 Review of SmartGov Proposal  
**Date:** Friday, May 13, 2022 3:23:08 PM

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**Document Review of SmartGov Proposal for Development Services Department**

Good afternoon,

Upon review of the Master Subscription Agreement (MSA), Professional Service Addendum (PSA) and the SOW; I agree with all of the initial proposed changes. In addition I would recommend requesting the following changes (see proposed changes in red below):

**Professional Service Agreement**

1.6-Agreed-Counter with **(30) days**.

2.1 Agreed to the proposed change for section (2.1) of the Professional Service Agreement from thirty (30) to **forty-five (45)** days from invoice days

Review to make sure the the MSA, section (4.1) for subscription fee invoice reflects the same **(45) days**.

2.2 Agreed-Counter with **no mark-up**.

9. Agreed- add three (3) times the amount

a) Request Mutual exclusion of liability in this section by inserting..."under no circumstances shall either party" HAVE ANY LIABILITY WITH RESPECT TO ITS OBLIGATIONS UNDER THIS AGREEMENT OR OTHERWISE FOR LOSS OF PROFITS, OR CONSEQUENTIAL, EXEMPLARY, INDIRECT, INCIDENTAL OR PUNITIVE DAMAGES, EVEN IF COMPANY HAS BEEN ADVISED OF THE POSSIBILITY OF SUCH DAMAGES OCCURRING, AND WHETHER SUCH LIABILITY IS BASED ON CONTRACT, TORT, STRICT LIABILITY OR PRODUCTS LIABILITY.

b) Address the same in the Master Subscription Agreement (6.4 )Limitation of Liability.

c) Request-Carve Out-to Section (9) Limited Liability, "does not apply to either Party's obligations and defenses under the Indemnification Clause for Third Party claims or the Confidentiality Clause under the MSA."

d) Request-Carve Out-The Limitations in this section does not apply to the liability of either party for intentional torts, criminal or fraudulent misconduct.

10.5 Agreed-Counter with **mutual**

10.6 Agreed **make sure language to remedy is included for any failed background check**...the Subscriber may refuse or limit (i) the participation of any Subcontractor, in Project activities or (ii) access to Subscriber information or premises.

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Other

**Request Change for Controlling State Law/Venue:**

The Subscriber's contractual relationship with the vendor shall be governed by the laws of the State of Florida regardless of any other consideration or doctrine of the choice of law. Venue for any legal proceeding shall be in the State Courts of Hernando County, Florida; the State and County in which the Subscriber is located.

**Note-SOW (pg16) 6 Paragraph-company maintains right to unilaterally increase subscription Fees within the service term, not to exceed 6%.**

Please let me know if you have any questions or would like to schedule a brief conference early next week.

Thank you.  
Victoria