

**FIRST AMENDMENT TO THE  
AGREEMENT BETWEEN  
THE CITY OF DORAL  
AND  
CARROTHR INC., DBA ASSEMBLY**

This First Amendment to the Agreement between the **CITY OF DORAL** (“City” or “Customer”) and **CARROTHR INC., DBA ASSEMBLY** (“Provider”) executed this 11th day of December 2023, is made a part of the original Agreement between the parties with an Effective Date of November 6, 2023 (the “Agreement”), between the City and Provider attached hereto as Attachment “A”. The City and Provider hereby agree as follows:

**RECITALS**

**WHEREAS**, the City and the Provider entered into the Agreement with an Effective date of November 6, 2023; and

**WHEREAS**, Exhibit A to the Agreement provided that the software fees charged by Provider will be billed in advance via credit card; and

**WHEREAS**, the parties now wish to amend the Agreement through this First Amendment to eliminate the requirement that the software fees be paid by the City via credit card.

**NOW THEREFORE**, in consideration of the promises and the mutual covenants herein, the parties agree as follows:

1. **EFFECTIVE DATE.** The effective date of this First Amendment shall be retroactive to the Effective Date of the Agreement, which date is November 6, 2023.
2. **AMENDMENT TO EXHIBIT A.** Subsection (B)(i) of Exhibit A of the Agreement is hereby deleted in its entirety and replaced by the following language:
  - i. Software fees will be billed in advance to the Customer and recur monthly on the anniversary of the Effective Date. Software fees will be \$2.50 USD per Authorized User (44% discount). Should participation go above 430 Authorized Users, each user will be charged at a rate of \$2.50 USD per month. Should Authorized Users fall below 430, Customer will be billed a Minimum Software fee per month of \$1,075.00 USD. The Customer agrees to pay the Provider in accordance with Florida’s Prompt Payment Act via purchase order and check.

Except as specifically modified herein, all terms and conditions of Section B to Exhibit A of the original Agreement shall remain in full force and effect.

3. **OTHER PROVISIONS REMAIN IN EFFECT.** Except as specifically modified herein, all terms and conditions of the original Agreement between the parties shall remain in full force and effect.

4. **CONFLICTING PROVISIONS.** The terms, statements, requirements, and provisions contained in this First Amendment shall prevail and be given superior effect and priority over any conflicting or inconsistent term, statement, requirement or provision contained in any other document or attachment, including but not limited to Attachment "A."

**IN WITNESS WHEREOF**, the parties hereto have executed this First Amendment in duplicate on the day and year last written below.

[SIGNATURE PAGE TO FOLLOW]

Attest:

*Connie Diaz*

Connie Diaz, City Clerk

**CITY OF DORAL**

By: *B.H.H.*

Barbara Hernandez, City Manager

Date: 12/21/2023

Approved As To Form and Legal Sufficiency for the Use  
And Reliance of the City of Doral Only:

*Valerie Vicente*

Valerie Vicente, Esq.  
for Nabors Giblin & Nickerson P.A.  
City Attorney

**CARROTHR, INC., DBA ASSEMBLY**

**PROVIDER**

DocuSigned by:

*Jonathan Fields*

By: D72D0611ABFE4A9...

Its: Jonathan Fields

Date: 12/11/2023

# ATTACHMENT "A"

## CarrotHR Inc., dba Assembly

### Software as a Service Agreement

This Software as a Service Agreement, (this "**Agreement**"), effective as of November 6, 2023 (the "**Effective Date**"), is by and between CarrotHR Inc., dba Assembly, a Delaware corporation having its principal office at 1849 Sawtelle Ave suite 740, Los Angeles CA, 90025 ("**Provider**"), and City of Doral, a political subdivision of the State of Florida, having its principal office at 8401 NW 53<sup>rd</sup> Terrace, Doral, Florida 333166 ("**Customer**"), (hereinafter collectively referred to as the, "**Parties**").

**WHEREAS**, Provider provides access to the Services to its customers; and

**WHEREAS**, Customer desires to access the Services, and Provider desires to provide Customer access to the Services, subject to the terms and conditions of this Agreement.

**NOW, THEREFORE**, in consideration of the mutual covenants, terms, and conditions set forth herein, and for other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the Parties agree as follows:

1. Definitions.

(a) "**Aggregated Statistics**" means data and information related to Customer's use of the Services that is used by Provider in an aggregate and anonymized manner, including to compile statistical and performance information related to the provision and operation of the Services.

(b) "**Authorized User**" 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.

(c) "**Customer Data**" means, other than Aggregated Statistics, information, data, and other content, in any form or medium, that is submitted, posted, or otherwise transmitted by or on behalf of Customer or an Authorized User through the Services.

(d) "**Documentation**" means Provider's user manuals, handbooks, and guides relating to the Services provided by Provider to Customer either electronically or in hard copy form/end user documentation relating to the Services available at <https://www.joinassembly.com/help-center>

(e) "**Provider IP**" means the Services, the Documentation, and any and all intellectual property provided to Customer or any Authorized User in connection with the foregoing. For the avoidance of doubt, Provider IP includes Aggregated Statistics and any information, data, or other content derived from Provider's monitoring of Customer's access to or use of the Services, but does not include Customer Data.

(f) **"Services"** means the software-as-a-service offering described in **Exhibit A**.

(g) **"Third-Party Products"** means any third-party products described in **Exhibit A** provided with or incorporated into the Services.

2. Access and Use.

(a) Provision of Access. Subject to and conditioned on Customer's payment of Fees and compliance with all the terms and conditions of this Agreement, Provider hereby grants Customer a non-exclusive, non-transferable (except in compliance with Section 10(g)) right to access and use the Services during the Term, solely for use by Authorized Users in accordance with the terms and conditions herein. Such use is limited to Customer's internal use. Provider shall provide to Customer the necessary passwords and network links or connections to allow Customer to access the Services.

(b) Documentation License. Subject to the terms and conditions contained in this Agreement, Provider hereby grants to Customer a non-exclusive, non-sublicensable, non-transferable (except in compliance with Section 10(g)) license to use the Documentation during the Term solely for Customer's internal business purposes in connection with its use of the Services.

(c) Use Restrictions. Customer shall not use the Services for any purposes beyond the scope of the access granted in this Agreement. Customer shall not at any time, directly or indirectly, and shall not permit any Authorized Users to: (i) copy, modify, or create derivative works of the Services or Documentation, in whole or in part; (ii) rent, lease, lend, sell, license, sublicense, assign, distribute, publish, transfer, or otherwise make available the Services or Documentation; (iii) reverse engineer, disassemble, decompile, decode, adapt, or otherwise attempt to derive or gain access to any software component of the Services, in whole or in part; (iv) remove any proprietary notices from the Services or Documentation; or (v) use the Services or Documentation in any manner or for any purpose that infringes, misappropriates, or otherwise violates any intellectual property right or other right of any person, or that violates any applicable law.

(d) Reservation of Rights. Provider reserves all rights not expressly granted to Customer in this Agreement. Except for the limited 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 Provider IP.

(e) Suspension. Notwithstanding anything to the contrary in this Agreement, Provider may temporarily suspend Customer's and any Authorized User's access to any portion or all of the Services if: (i) Provider reasonably determines that (A) there is a threat or attack on any of the Provider IP; (B) Customer's or any Authorized User's use of the

Provider IP disrupts or poses a security risk to the Provider IP or to any other customer or vendor of Provider; (C) Customer, or any Authorized User, is using the Provider IP for fraudulent or illegal activities; (D) subject to applicable law, Customer has ceased to continue its business in the ordinary course, made an assignment for the benefit of creditors or similar disposition of its assets, or become the subject of any bankruptcy, reorganization, liquidation, dissolution, or similar proceeding; or (E) Provider's provision of the Services to Customer or any Authorized User is prohibited by applicable law; (ii) any vendor of Provider has suspended or terminated Provider's access to or use of any third-party services or products required to enable Customer to access the Services; or (iii) in accordance with Section 4(a) (any such suspension described in subclause (i), (ii), or (iii), a "**Service Suspension**"). Provider shall use commercially reasonable efforts to provide written notice of any Service Suspension to Customer and to provide updates regarding resumption of access to the Services following any Service Suspension. Provider shall use commercially reasonable efforts to resume providing access to the Services as soon as reasonably possible after the event giving rise to the Service Suspension is cured. Provider will have no liability for any damage, liabilities, losses (including any loss of data or profits), or any other consequences that Customer or any Authorized User may incur as a result of a Service Suspension.

(f) Aggregated Statistics. Notwithstanding anything to the contrary in this Agreement, Provider may monitor Customer's use of the Services and collect and compile Aggregated Statistics. As between Provider and Customer, all right, title, and interest in Aggregated Statistics, and all intellectual property rights therein, belong to and are retained solely by Provider. Customer acknowledges that Provider may compile Aggregated Statistics based on Customer Data input into the Services. Customer agrees that Provider may (i) make Aggregated Statistics publicly available in compliance with applicable law, and (ii) use Aggregated Statistics to the extent and in the manner permitted under applicable law; provided that such Aggregated Statistics do not identify Customer or Customer's Confidential Information.

### 3. Customer Responsibilities.

(a) General. Customer is responsible and liable for all uses of the Services and Documentation resulting from access provided by Customer, directly or indirectly, whether such access or use is permitted by or in violation of this Agreement. Without limiting the generality of the foregoing, Customer is responsible for all acts and omissions of Authorized Users, and any act or omission by an Authorized User that would constitute a breach of this Agreement if taken by Customer will be deemed a breach of this Agreement by Customer. Customer shall use reasonable efforts to make all Authorized Users aware of this Agreement's provisions as applicable to such Authorized User's use of the Services, and shall cause Authorized Users to comply with such provisions. However, nothing contained herein shall be construed as a waiver of the Customer's rights, immunities, limitations, and/or privileges as defined in Section 768.28, Florida Statutes.

(b) Third-Party Products. Provider may from time to time make Third-Party Products available to Customer. For purposes of this Agreement, such Third-Party Products are subject to their own terms and conditions and the applicable flow-through provisions referred to in **Exhibit A**. If Customer does not agree to abide by the applicable terms for any such Third-Party Products, then Customer should not install or use such Third-Party Products.

4. Fees and Payment.

(a) Fees. Customer shall pay Provider the fees, ("**Fees**") as set forth in **Exhibit A** without offset or deduction. Customer shall make all payments hereunder in US dollars on or before the due date set forth in **Exhibit A**. If Customer fails to make any payment when due, without limiting Provider's other rights and remedies: (i) Provider may charge interest on the past due amount in accordance with the Florida Prompt Payment Act, Sections 218.70-218.89, Florida Statutes ; (ii) Customer shall reimburse Provider for all costs incurred by Provider in collecting any late payments or interest, including attorneys' fees, court costs, and collection agency fees; and (iii) if such failure continues for 30 days or more, Provider may suspend Customer's and its Authorized Users' access to any portion or all of the Services until such amounts are paid in full.

(b) Taxes. All Fees and other amounts payable by Customer under this Agreement are exclusive of taxes and similar assessments. Customer is responsible for all sales, use, and excise taxes, and any other similar taxes, duties, and charges of any kind imposed by any federal, state, or local governmental or regulatory authority on any amounts payable by Customer hereunder, other than any taxes imposed on Provider's income.

(c) Auditing Rights and Required Records. Customer agrees to maintain complete and accurate records in accordance with generally accepted accounting principles during the Term and for a period of two years after the termination or expiration of this Agreement with respect to matters necessary for accurately determining amounts due hereunder. Provider may, at its own expense, on reasonable prior notice, periodically inspect and audit Customer's records with respect to matters covered by this Agreement, provided that if such inspection and audit reveals that Customer has underpaid Provider with respect to any amounts due and payable during the Term, Customer shall promptly pay the amounts necessary to rectify such underpayment, together with interest in accordance with Section 4(a). Customer shall pay for the costs of the audit if the audit determines that Customer's underpayment equals or exceeds 10% for any quarter. Such inspection and auditing rights will extend throughout the Term of this Agreement and for a period of two years after the termination or expiration of this Agreement.

5. Confidential Information. From time to time during the Term, either Party may disclose or make available to the other Party information about its business affairs, products,



confidential intellectual property, trade secrets, third-party confidential information, and other sensitive or proprietary information, whether orally or in written, electronic, or other form or media, and whether or not marked, designated, or otherwise identified as "confidential", (collectively, "**Confidential Information**"). Confidential Information does not include information that, at the time of disclosure is: (a) in the public domain; (b) known to the receiving Party at the time of disclosure; (c) rightfully obtained by the receiving Party on a non-confidential basis from a third party; (d) independently developed by the receiving Party; or (e) identified as a public record pursuant to Florida law. The receiving Party shall not disclose the disclosing Party's Confidential Information to any person or entity, except to the receiving Party's employees who have a need to know the Confidential Information for the receiving Party to exercise its rights or perform its obligations hereunder. Notwithstanding the foregoing, each Party may disclose Confidential Information to the limited extent required (i) in order to comply with the order of a court or other governmental body, or as otherwise necessary to comply with applicable law, provided that the Party making the disclosure pursuant to the order shall first have given written notice to the other Party so that the objecting Party has a reasonable opportunity to obtain a protective order, if they deem appropriate; or (ii) to establish a Party's rights under this Agreement, including to make required court filings. On the expiration or termination of the Agreement, the receiving Party shall promptly return to the disclosing Party all copies, whether in written, electronic, or other form or media, of the disclosing Party's Confidential Information, or destroy all such copies and certify in writing to the disclosing Party that such Confidential Information has been destroyed, unless applicable law and/or state records retention schedules require the party to maintain said records. Each Party's obligations of non-disclosure with regard to Confidential Information are effective as of the Effective Date and will expire five years from the date first disclosed to the receiving Party; provided, however, with respect to any Confidential Information that constitutes a trade secret (as determined under applicable law), such obligations of non-disclosure will survive the termination or expiration of this Agreement for as long as such Confidential Information remains subject to trade secret protection under applicable law.

6. Intellectual Property Ownership; Feedback.

(a) Provider IP. Customer acknowledges that, as between Customer and Provider, Provider owns all right, title, and interest, including all intellectual property rights, in and to the Provider IP and, with respect to Third-Party Products, the applicable third-party providers own all right, title, and interest, including all intellectual property rights, in and to the Third-Party Products.

(b) Customer Data. Provider acknowledges that, as between Provider and Customer, Customer owns all right, title, and interest, including all intellectual property rights, in and to the Customer Data. Customer hereby grants to Provider a non-exclusive, royalty-free, worldwide license to reproduce, distribute, and otherwise use and display the Customer Data and perform all acts with respect to the Customer Data as may be necessary for Provider to provide the Services to Customer, and a non-exclusive, perpetual,

irrevocable, royalty-free, worldwide license to reproduce, distribute, modify, and otherwise use and display Customer Data incorporated within the Aggregated Statistics.

(c) Feedback. If Customer or any of its employees or contractors sends or transmits any communications or materials to Provider by mail, email, telephone, or otherwise, suggesting or recommending changes to the Provider IP, including without limitation, new features or functionality relating thereto, or any comments, questions, suggestions, or the like, ("**Feedback**"), Provider is free to use such Feedback irrespective of any other obligation or limitation between the Parties governing such Feedback. Customer hereby assigns to Provider on Customer's behalf, and on behalf of its employees, contractors and/or agents, all right, title, and interest in, and Provider is free to use, without any attribution or compensation to any party, any ideas, know-how, concepts, techniques, or other intellectual property rights contained in the Feedback, for any purpose whatsoever, although Provider is not required to use any Feedback.

7. Indemnification.

(a) Provider Indemnification.

(i) Provider shall indemnify, defend, and hold harmless Customer, its officers, directors, employees, agents, contractors, subcontractors, and volunteers from and against any and all losses, damages, liabilities, costs (including reasonable attorneys' fees) ("**Losses**") incurred by Customer resulting from any third-party claim, suit, action, or proceeding ("**Third-Party Claim**") that the Services, or any use of the Services in accordance with this Agreement, infringes or misappropriates such third party's US intellectual property rights, provided that Customer promptly notifies Provider in writing of the claim, cooperates with Provider, and allows Provider sole authority to control the defense and settlement of such claim.

(ii) If such a claim is made or appears possible, Customer agrees to permit Provider, at Provider's sole discretion, to (A) modify or replace the Services, or component or part thereof, to make it non-infringing, or (B) obtain the right for Customer to continue use. If Provider determines that neither alternative is reasonably available, Provider may terminate this Agreement, in its entirety or with respect to the affected component or part, effective immediately on written notice to Customer. In the event Provider determines that there is no alternative reasonably available, the Provider shall refund the Customer on a pro rata basis for the unused portion of the fees paid for the respective term of service.

(iii) This Section 7(a) will not apply to the extent that the alleged infringement arises from: (A) use of the Services in combination with data, software, hardware, equipment, or technology not provided by Provider or

technology not authorized by Provider in writing; (B) modifications to the Services not made by Provider; or (C) Customer Data ; or (D) Third-Party Products.

(b) Sovereign Rights of Customer. Nothing contained in this Agreement shall be construed as a waiver of the Customer's rights, immunities, limitations, and/or privileges as defined in Section 768.28, Florida Statutes.

8. Limitations of Liability. IN NO EVENT WILL EITHER PROVIDER OR CITY BE LIABLE UNDER OR IN CONNECTION WITH THIS AGREEMENT UNDER ANY LEGAL OR EQUITABLE THEORY, INCLUDING BREACH OF CONTRACT, TORT (INCLUDING NEGLIGENCE), STRICT LIABILITY, AND OTHERWISE, FOR ANY: (a) CONSEQUENTIAL, INCIDENTAL, INDIRECT, EXEMPLARY, SPECIAL, ENHANCED, OR PUNITIVE DAMAGES; (b) INCREASED COSTS, DIMINUTION IN VALUE OR LOST BUSINESS, PRODUCTION, REVENUES, OR PROFITS; (c) LOSS OF GOODWILL OR REPUTATION; (d) USE, INABILITY TO USE, LOSS, INTERRUPTION, DELAY, OR RECOVERY OF ANY DATA, OR BREACH OF DATA OR SYSTEM SECURITY; OR (e) COST OF REPLACEMENT GOODS OR SERVICES, IN EACH CASE REGARDLESS OF WHETHER PROVIDER WAS ADVISED OF THE POSSIBILITY OF SUCH LOSSES OR DAMAGES OR SUCH LOSSES OR DAMAGES WERE OTHERWISE FORESEEABLE.

9. Term and Termination.

(a) Term. The initial term of this Agreement begins on the Effective Date and, unless terminated earlier pursuant to this Agreement's express provisions, will continue in effect until 24 months from such date (the "**Initial Term**"). This Agreement will automatically renew for up to 1 additional successive 12-month term unless earlier terminated pursuant to this Agreement's express provisions or either Party gives the other Party written notice of non-renewal at least 30 days prior to the expiration of the then-current term (each a "**Renewal Term**" and together with the Initial Term, the "**Term**").

(b) Termination. In addition to any other express termination right set forth in this Agreement:

(i) Provider may terminate this Agreement, effective on written notice to Customer, if Customer: (A) fails to pay any amount when due hereunder, and such failure continues more than 30 days after Provider's delivery of written notice thereof; or (B)] breaches any of its obligations under Section 2(c) or Section 5;

(ii) either Party may terminate this Agreement, effective on written notice to the other Party, if the other Party breaches this Agreement, and such breach: (A) is incapable of cure; or (B) being capable of cure, remains uncured 30 days after the non-breaching Party provides the breaching Party with written notice of such breach; or

(iii) either Party may terminate this Agreement, effective immediately upon written notice to the other Party, if the other Party: (A) becomes insolvent or is generally unable to pay, or fails to pay, its debts as they become due; (B) 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; (C) makes or seeks to make a general assignment for the benefit of its creditors; or (D) 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.

(c) Effect of Expiration or Termination. Upon expiration or earlier termination of this Agreement, Customer shall immediately discontinue use of the Provider IP and, without limiting Customer's obligations under Section 5, Customer shall delete, destroy, or return all copies of the Provider IP and certify in writing to the Provider that the Provider IP has been deleted or destroyed, unless prohibited from doing so by applicable law. No expiration or termination will affect Customer's obligation to pay all Fees that may have become due before such expiration or termination or entitle Customer to any refund, except as provided otherwise in this Agreement.

(d) Survival. This Section 9(d) and Sections 1, , 5, 6, 7, 8, and 10 survive any termination or expiration of this Agreement. No other provisions of this Agreement survive the expiration or earlier termination of this Agreement.

10. Miscellaneous.

(a) Entire Agreement. This Agreement, together with any other documents incorporated herein by reference and all related Exhibits, 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. In the event of any inconsistency between the statements made in the body of this Agreement, the related Exhibits, and any other documents incorporated herein by reference, the following order of precedence governs: (i) first, this Agreement, excluding its Exhibits; (ii) second, the Exhibits to this Agreement as of the Effective Date; and (iii) third, any other documents incorporated herein by reference.

(b) Notices. All notices, requests, consents, claims, demands, waivers, and other communications hereunder (each, a "**Notice**") must be in writing and addressed to the Parties at the addresses set forth on the first page of this Agreement (or to such other address that may be designated by the Party giving Notice from time to time in accordance

with this Section). All Notices must be delivered by personal delivery, nationally recognized overnight courier (with all fees pre-paid), facsimile or email (with confirmation of transmission), or certified or registered mail (in each case, return receipt requested, postage pre-paid). Except as otherwise provided in this Agreement, a Notice is effective only: (i) upon receipt by the receiving Party; and (ii) if the Party giving the Notice has complied with the requirements of this Section.

(c) Force Majeure. In no event shall either Party be liable to the other Party, or be deemed to have breached this Agreement, for any failure or delay in performing its obligations under this Agreement (except for any obligations to make payments), if and to the extent such failure or delay is caused by any circumstances beyond /such Party's reasonable control, including but not limited to acts of God, an epidemic or pandemic outbreak, flood, fire, earthquake, explosion, war, terrorism, invasion, riot or other civil unrest, strikes, labor stoppages or slowdowns or other industrial disturbances, or passage of law or any action taken by a governmental or public authority, including, but not limited to, imposing an embargo, quarantine, or stay-at-home order.

(d) Amendment and Modification; Waiver. No amendment to or modification of this Agreement is effective unless it is in writing and signed by an authorized representative of each Party with the same formality as this Agreement. No waiver by any Party of any of the provisions hereof will be effective unless explicitly set forth in writing and signed by the Party so waiving. Except as otherwise set forth in this Agreement, (i) no failure to exercise, or delay in exercising, any rights, remedy, power, or privilege arising from this Agreement will operate or be construed as a waiver thereof, and (ii) no single or partial exercise of any right, remedy, power, or privilege hereunder will preclude any other or further exercise thereof or the exercise of any other right, remedy, power, or privilege.

(e) 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 effect 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.

(f) Governing Law; Submission to Jurisdiction. This Agreement is governed by and construed in accordance with the laws of the State of Florida without giving effect to any choice or conflict of law provision or rule that would require or permit the application of the laws of any jurisdiction other than those of the State of Florida . Any legal suit, action, or proceeding arising out of or related to this Agreement or the licenses granted hereunder will be instituted exclusively in the courts of the 11<sup>th</sup> Judicial Circuit in and for Miami-Dade County, Florida or in the event of federal jurisdiction the United States District Court for

the Southern District of Florida and each Party irrevocably submits to the exclusive jurisdiction of such courts in any such suit, action, or proceeding.

(g) Assignment. Customer may not assign any of its rights or delegate any of its obligations hereunder, in each case whether voluntarily, involuntarily, by operation of law or otherwise, without the prior written consent of Provider. Any purported assignment or delegation in violation of this Section will be null and void. No assignment or delegation will relieve the assigning or delegating Party of any of its obligations hereunder. This Agreement is binding upon and inures to the benefit of the Parties and their respective permitted successors and assigns.

(h) Export Regulation. Customer shall comply with all applicable federal laws, regulations, and rules, and complete all required undertakings (including obtaining any necessary export license or other governmental approval), that prohibit or restrict the export or re-export of the Services or any Customer Data outside the US.

(i) US Government Rights. Each of the Documentation and the software components that constitute the Services is a "commercial item" as that term is defined at 48 C.F.R. § 2.101, consisting of "commercial computer software" and "commercial computer software documentation" as such terms are used in 48 C.F.R. § 12.212. Accordingly, if Customer is an agency of the US Government or any contractor therefor, Customer only receives those rights with respect to the Services and Documentation as are granted to all other end users, in accordance with (a) 48 C.F.R. § 227.7201 through 48 C.F.R. § 227.7204, with respect to the Department of Defense and their contractors, or (b) 48 C.F.R. § 12.212, with respect to all other US Government users and their contractors.

(j) Equitable Relief. Each Party acknowledges and agrees that a breach or threatened breach by such Party of any of its obligations under Section 5 or, in the case of Customer, Section 2(c), would cause the other Party irreparable harm for which monetary damages would not be an adequate remedy and agrees that, in the event of such breach or threatened breach, the other Party will be entitled to equitable relief, including a restraining order, an injunction, specific performance, and any other relief that may be available from any court, without any requirement to post a bond or other security, or to prove actual damages or that monetary damages are not an adequate remedy. Such remedies are not exclusive and are in addition to all other remedies that may be available at law, in equity, or otherwise.

(k) Counterparts. This Agreement may be executed in counterparts, each of which is deemed an original, but all of which together are deemed to be one and the same agreement.

(l) Employment Eligibility Verification (E-VERIFY). The Provider must comply with the Employment Eligibility Verification Program ("E-Verify Program") developed by

the federal government to verify the eligibility of individuals to work in the United States and 48 CFR 52.222-54 (as amended) is incorporated herein by reference. If applicable, in accordance with Subpart 22.18 of the Federal Acquisition Register, the Provider must (1) enroll in the E-Verify Program, (2) use E-Verify to verify the employment eligibility of all new hires working in the United States; (3) use E-Verify to verify the employment eligibility of all employees assigned to the Agreement; and (4) include this requirement in certain subcontracts, such as construction. Information on registration for and use of the E-Verify Program can be obtained via the internet at the Department of Homeland Security Web site: <http://www.dhs.gov/E-Verify>.

The Provider shall also comply with Florida Statute 448.095, which directs all public employers, including municipal governments, and private employers with 25 or more employees to verify the employment eligibility of all new employees through the U.S. Department of Homeland Security's E-Verify System, and further provides that a public entity may not enter into a contract unless each party to the contract registers with and uses the E-Verify system. Florida Statute 448.095 further provides that if a Provider enters into a contract with a subcontractor, the subcontractor must provide the Provider with an affidavit stating that the subcontractor does not employ, contract with, or subcontract with an unauthorized alien. In accordance with Florida Statute 448.095, Provider, if it employs more than 25 employees, is required to verify employee eligibility using the E-Verify system for all existing and new employees hired by Provider during the contract term. Further, Provider must also require and maintain the statutorily required affidavit of its subcontractors. It is the responsibility of Provider to ensure compliance with E-Verify requirements (as applicable). To enroll in E-Verify, employers should visit the E-Verify website (<https://www.e-verify.gov/employers/enrolling-in-e-verify>) and follow the instructions. Provider must retain the I-9 Forms for inspection, and provide an executed E-Verify Affidavit, which is attached hereto as Exhibit "B".

(m) SCRUTINIZED COMPANIES. Provider certifies that it and its subcontractors are not on the Scrutinized Companies that Boycott Israel List. Pursuant to Section 287.135, F.S., the Customer may immediately terminate this Agreement at its sole option if the Provider or its subcontractors are found to have submitted a false certification; or if the Provider, or its subcontractors are placed on the Scrutinized Companies that Boycott Israel List or is engaged in the boycott of Israel during the term of the Agreement.

If this Agreement is for more than one million dollars, the Provider certifies that it and its subcontractors are also not on the Scrutinized Companies with Activities in Sudan, Scrutinized Companies with Activities in the Iran Petroleum Energy Sector List, or engaged with business operations in Cuba or Syria as identified in Section 287.135, F.S. Pursuant to Section 287.135, F.S., the Customer may immediately terminate this Agreement at its sole option if the Provider, its affiliates, or its subcontractors are found to have submitted a false certification; or if the Provider, its affiliates, or its subcontractors are placed on the Scrutinized Companies with Activities in Sudan List, or Scrutinized Companies with



Activities in the Iran Petroleum Energy Sector List, or engaged with business operations in Cuba or Syria during the term of the Agreement.

(n) COMPLIANCE WITH FLORIDA PUBLIC RECORDS LAW. Pursuant to Section 119.0701 of the Florida Statutes, Provider agrees to:

(i) Keep and maintain public records in Provider's possession or control in connection with Provider's performance under this agreement. Provider shall ensure that public records that are exempt or confidential and exempt from public records disclosure requirements are not disclosed, except as authorized by law, for the duration of the Agreement, and following completion of the Agreement until the records are transferred to the Customer.

(ii) Upon request from the Customer's custodian of public records, Provider shall provide the Customer 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 by Chapter 119, Florida Statutes, or as otherwise provided by law.

Unless otherwise provided by law, any and all records, including but not limited to reports, surveys, and other data and documents provided or created in connection with this Agreement are and shall remain the property of the Customer. Notwithstanding, it is understood that at all times Provider's workpapers shall remain the sole property of Provider and are not subject to the terms of this Agreement.

(iii) Upon completion of this Agreement or in the event of termination by either party, any and all public records relating to this Agreement in the possession of Provider shall be delivered by Provider to the City Manager, at no cost to the Customer, within seven (7) days. All such records stored electronically by Provider shall be delivered to the Customer in a format that is compatible with the Customer's information technology systems. Once the public records have been delivered upon completion or termination of this Agreement, Provider shall destroy any and all duplicate records that are exempt or confidential and exempt from public records disclosure requirements. Notwithstanding the terms of this Section, the Parties agree and it is understood that Provider will maintain a copy of any information, confidential or otherwise, necessary to support its work product generated as a result of its engagement for services, solely for reference and archival purposes in accordance with all applicable professional standards, which will remain subject to the obligations of confidentiality herein.



(iv) Any compensation due to Provider shall be withheld until all records are received as provided herein.

(v) Provider's failure or refusal to comply with the provisions of this section shall result in the immediate termination of this Agreement by the CITY.

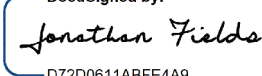
IF THE PROVIDER HAS QUESTIONS REGARDING THE APPLICATION OF CHAPTER 119, FLORIDA STATUTES, TO THE PROVIDER'S DUTY TO PROVIDE PUBLIC RECORDS RELATING TO THIS AGREEMENT, THE PROVIDER SHALL CONTACT THE CUSTODIAN OF PUBLIC RECORDS AT (TELEPHONE NUMBER: 305-593-6730 E-MAIL ADDRESS: CONNIE.DIAZ@CITYOFDORAL.COM, AND MAILING ADDRESS: THE CITY OF DORAL HALL 8401 NW 53RD TERRACE, DORAL, FL 33166.

*[Signature Page Follows]*

IN WITNESS WHEREOF, the Parties hereto have executed this Agreement as of the Effective Date.

CARROTHR INC., DBA ASSEMBLY

City of Doral

DocuSigned by:  
  
By: \_\_\_\_\_  
D72D0611ABFE4A9...

Name: Jonathan Fields

Title: CEO

Address:

1849 Sawtelle Suite 740

Los Angeles, CA 90025

By:  \_\_\_\_\_

Name: Barbara Hernandez

Title: City Manager

Address:

## EXHIBIT A

Capitalized terms used but not defined in this Exhibit A have the meaning given to those terms in the Agreement.

A. DESCRIPTION OF SERVICES: Assembly Standard Plan, attached on the following page.

B. FEES: Fees are broken down into two components: (1) Software Fees and (2) Gift card Fees, as respectively defined below.

- i. Software fees will be billed in advance via credit card and recur monthly on the anniversary of the Effective Date. Software fees will be \$2.50 USD per Authorized User (44% discount). Should participation go above 430 Authorized Users, each user will be charged at a rate of \$2.50 USD per month. Should Authorized Users fall below 430, Customer will be billed a Minimum Software fee per month of \$1,075.00 USD.
- ii. Gift Card Fees will be billed monthly on the anniversary of the Effective date for the total amount of payments made to charities on behalf of Authorized Users ("Charity Rewards") and/or gift cards cashed out by all Authorized Users ("Gift Card Rewards") during the month. "Gift Card Fees" means the direct pass-through costs for benefits offered to users through the City's pre-approved plan (inclusive of Charity Rewards and Gift Card Rewards). These fees do not include, and the City shall not be responsible for, any additional markups or fees charged by third-party vendors or service providers. Gift Card Fees will be paid by the vendor initially and subsequently reimbursed by the City.

In no event shall the aggregate sum of fees paid (including total Software Fees and Gift Card Fees) exceed \$30,000 during the Term of this Agreement unless and until the City of Doral Council approves such additional costs pursuant to a duly approved Resolution.

C. THIRD-PARTY PRODUCTS: Reward products provided by Tango Card Inc. No additional fee beyond the amounts indicated in subsection B above shall be assessed against the City for such Third Party Products



## STANDARD PRICING

\$2.50

per month  
per user

**What's Included**

<p><b>Premium features:</b></p> <ul style="list-style-type: none"> <li>Full card catalog + charities + swag</li> <li>Custom culture rewards</li> <li>Onboarding &amp; manager training</li> <li>Birthday / Anniversary bot</li> <li>Premium customer support</li> <li>O365, Azure &amp; MS Teams</li> <li>Paycom Integrations</li> <li>Reporting and analytics</li> <li>All templates (recognition, contests, surveys, standups etc.)</li> </ul>	<p><b>Full customizability:</b></p> <ul style="list-style-type: none"> <li>Company branding</li> <li>Custom core values</li> <li>Custom currency</li> <li>Custom allowances</li> <li>Branded Swag</li> <li>Custom point allotment</li> <li>Advanced permissions</li> <li>SSO integrations</li> <li>and more...</li> </ul>
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## Pricing Proposal

Agreement length	Minimum Users	Standard plan Price / user	Standard plan Gov Discount	Annual Pricing Paid Monthly	Annual Savings
Annual	430	\$2.50 USD	44%	\$1,075 USD	\$10,300 USD

Standard plan pricing includes full service implementation and dedicated account management.



# Recognition + Rewards (Culture Suite Software)

## Executive Summary

The purpose of the initiative is to create a frictionless mechanism to recognize employees in a peer-to-peer, top-down, bottom-up manner and further contribute to an already thriving culture of appreciation. The addition of this technology will increase employee satisfaction and drive retention in alignment with our strategic priorities of providing exceptional service, talent acquisition, and talent retention.

Stakeholders including CMO, Finance, IT, HR, and Building discussed and concluded the initiative was well founded and diligence should be conducted. The IT team conducted vendor analysis of three (3) highly rated culture suite providers – Assembly, WorkTango, and Applauz.

## Vendor Recommendation:

After a thorough analysis of the vendors using the selection criteria below, we recommend Assembly as the vendor of choice for the City of Doral. Assembly provides the most robust culture platform at the most competitive price.

<p>The <b>Assembly platform outperformed</b> other vendors on the following points:</p> <ul style="list-style-type: none"> <li>• Price</li> <li>• User Experience</li> <li>• Teams Integration (entire experience available in Teams)</li> <li>• Security compliance (SOC II)</li> <li>• Distributed management capabilities</li> <li>• Onboarding / Support</li> <li>• Training</li> <li>• Additional culture suite offering</li> </ul>	<p>The Assembly platform was on par with other vendors on the following points:</p> <ul style="list-style-type: none"> <li>• SSO Capabilities</li> <li>• Rewards Catalog</li> <li>• Recognition Automation (birthdays / anniversary)</li> <li>• Paycom Integration (SFTP)</li> </ul>
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The HR and Building departments were part of a demonstration by the recommended provider.

## Financials:

All vendors provided quotes based on 430 initial users. The cost per user was provided to account for growth of the organization.

Vendor	Assembly	WorkTango	Applauz
Contract Term	1-year term	2-year term	2-year term
Implementation Fee	\$0	\$3,270	\$1,200
Monthly / Annual	\$1,075 / \$12,900	\$1,814.60 / \$21,775.20	\$1,397.50 / \$16,770
Per User Cost - Monthly	\$2.50	\$4.22	\$3.25
Rewards Cost per "Point"	\$0.10	\$0.01	\$0.01

- Assembly Pricing Sheet - [City of Doral Pricing.pdf](#)
- Assembly Software Implementation Rollout Plan - [City of Doral Rollout Plan.pdf](#)
- Assembly Standard Contract - [City of Doral - Assembly.docx](#)
- Assembly Culture Suite Overview - [Assembly - Engage your Team!!.pdf](#)