



City of North Port
FINANCE DEPARTMENT/PURCHASING DIVISION
4970 CITY HALL BLVD
NORTH PORT, FLORIDA 34286
Office: 941.429.7170
Fax: 941.429.7173
Email: purchasing@northportfl.gov



NOTICE OF INTENT TO AWARD A SOLE/SINGLE SOURCE PROCUREMENT

Sole/Single Source No: SS NO. 26-44

Date Posted: November 21, 2025

Written Response Due Date: November 28, 2025

This is not a formal solicitation and there are no submissions required. The proposed contract action is for product or services for which the City intends to negotiate and award with only one contractor/vendor under the authority of and in accordance with Florida State Statute 287.057(5)(c). Any responses received as a result of this Notice of Intent shall be considered solely for the purpose of determining whether to conduct a competitive procurement. Responses will not be considered as proposals, bids, or quotes.

- **DESCRIPTION OF SERVICE/PRODUCT: WEBEOC**
- **AMOUNT** (This is an acquisition with an estimated value of): **\$11680.20**
- **VENDOR: JUVARE**

Interested firms or individuals may identify their interest and capability to respond to the requirement by submitting in writing their name, address, point of contact, telephone number, e-mail, and a statement regarding capability to provide the specified procurement per the attached specifications. Interested firms will be considered only if they respond with clear and convincing documentation that they are capable of meeting or exceeding the requirements stated herein. All responses received within seven (7) calendar days after the date of publication of this synopsis will be reviewed by the City. A determination by the Procurement Manager not to compete this proposed action based on the responses to this notice is solely within the discretion and approval of the Procurement Manager and City Manager.

All sole/single source purchases exceeding the formal threshold indicated in the policies and procedures manual will require Commission Approval.

All responses must be in writing and returned to **ATTENTION: PURCHASING**, City of North Port, 4970 City Hall Boulevard, Suite 337, North Port, Florida, 34286 or by: Fax 941-429-7173, or by e-mail purchasing@northportfl.gov. Note the number of the Sole Source Information inquiry on documentation.

Information regarding this Intent may be viewed and downloaded from DemandStar's website at www.demandstar.com. Links to DemandStar are also available from the City website at www.northportfl.gov. This Notice of Intent is posted on the City FTP site at <https://northportfl.gov/filesshare>. If you have any questions, concerns, or problems accessing this request using the link, please contact Michael White, Contract Administrator I, at 941.429.7174. Request for additional information or clarification regarding the specifications must be sent via facsimile to 941.429.7173 or via email to purchasing@northportfl.gov. No verbal requests will be honored.



Procurement Request

City of North Port

Request

Request Type *

Sole/Single Source/Standardization

Capital? (?) No Yes**PRR-EX (?)** Yes**FY ***

2026

Type code ***Preparer**

Vicki Edwards

Department *

INFORMATION TECHNOLOGY

Division(s)**Commission Meeting? *** Yes No**Commission Override (?)** Yes No**Purchase****Payment Method *** Visa Purchase Purchase Order**Purchase Type *** Single Purchase (current FY)
 Blanket Purchase (current FY)**Purchase SubType *** None Change Order
 Amendment**Description ***

Renew WebEOC

Section 2-407 of the City of North Port Procurement Code provides guidelines for determining if good(s) or service(s) is/are a sole/single source. **All Sole/Single source requests will be posted on DemandStar & the City's Purchasing site for seven (7) business days.**

Exemption Explanation (?) *

We have a 3 year agreement with Juvare that was approved by Commission on 10/22/2024 agenda item #24-1411.

Steps taken to verify these goods and/or services are not available elsewhere (?) *

NA

Other vendors that were contacted (?) *

NA

Grant? * Yes No**Technology Related? (?) *** Yes Renewal No**Technology type ***

Software, Subscription

Exemption**Reason ***

Attach documentation from the manufacturer certifying the vendor selected is the only distributor/dealer/contractor for the products or services in question and/or holds the production, unique capability, copyrights, trademark, and/or patent to the item, and check the following applicable statement(s):

- Patent, copyright or unique design restrictions. (Sole Source)

- Proprietary rights in technical data and/or product formulations (e.g. cleaning compounds, lubricating oils, paint, etc.), which can only be determined through extensive laboratory analysis and examination. (Sole Source)

- Only producer, such as utility supplier or construction material supplier, that will meet the specialized needs of the department or perform the intended function. (Sole Source)

- Direct replacement parts, equipment or supplies that must be compatible with original equipment already installed but available only from the original equipment manufacturer. Most manufacturers have more than one dealer or distributor for their products. When this is the case, competition between dealers and/or distributors may be possible, eliminating the "sole or single source" restriction. (Single Source)

- When tests and/or demonstrations of equipment, supplies, part, etc. under actual operating conditions reveal superior quality, performance, design or other characteristics in a brand product(s), which is available from only one source. Testing must be performed as often as practical. (Single Source)

- Purchases for a brand product are to be made from one selected supplier, even though there are other suppliers that provide similar products. Options, such as pricing, availability, servicing, have been vetted and a supplier has been chosen that best meets the City's needs. (Single Source)

Maintenance, repair services or warranty which require specialized test equipment, procedures, and technical expertise available only from the original equipment manufacturer or authorized/licensed dealer/field service representative. (Single Source)

The part(s)/equipment are required to permit standardization and operating efficiencies within the organization and the parts and equipment are only available through a sole or single source. If competition is available, the parts and equipment must be competed. For brand-specific items, quotes should still be obtained. (Standardization)

Other: None or some of the above apply. Provide detailed justification below.

Explanation * We have a 3 year agreement with Juvare that was approved by Commission on 10/22/2024 agenda item #24-1411.
Original Purchase (?) * 10/22/2024
Standardization cannot be on the first purchase.

Supporting backup *
Click the Preview icon or right click link and select open in new tab or window to avoid downloading.
Signed WebEOC Agreement.pdf 1.41MB

DemandStar
For Purchasing Division

Date Posted
Sole/Single Source Number Effective Date Expiration Date

Purchase Details

Line Items

Item #	Description *	Unit of Measure	Quantity *	Unit Price *	Subtotal
1	WebEOC Subscription 25 Users	Each	1.00	\$11,680.20	\$11,680.20
			Shipping (?) *	Total Charges	
			\$0.00	\$11,680.20	

Accounts (?)

	Dept *	Account # (?) *	Project #	Amount *
1		001-0710-516.54-00		\$11,680.20

Total Payments
\$11,680.20

Comments to Budget (?)

Backup Attachments ▼
Click the Preview icon or right click link and select Open link in new tab or window to avoid downloading.

Additional Backup
Related NavLine Req, price sheet, quote, drawings, specifications, risk waiver, etc.
Q-16793 - 2025-11-14.pdf 44.11KB

Vendor Details

Vendor Information (?) ▼
Except for Emergency purchases, vendor MUST already be setup as a vendor in Naviline.

Vendor Name * **Vendor Number ***

Vendor Name CST

Contact

Vendor Email

cynthia.mihelich@juvare.com

Remittance Address

ESI ACQUISITION INC, PO BOX 737981, DALLAS, TX 75373-7981

Phone

419-320-6008

Vendor Documentation Current (?) *

Yes No

Risk Documentation Current (?) *

Yes No Waiver Attached

YTD Expenses (?)

Department Inclusive (?) *

\$11,680.20

City Inclusive (?) *

Highest Approver (?) *

FD and CM will be skipped on the back end, as needed.



Juware Contact
Cynthia Mihelich
(419) 320-6008
cynthia.mihelich@juvare.com

When you send in a Purchase Order for the items below,

**THE PURCHASE ORDER MUST INCLUDE THE
QUOTE NUMBER & QUOTE DATE TO BE ACCEPTED**

Quote Number: Q-16793

Quote Date: 11/14/2025

Quote for: City of North Port, FL - WebEOC
Subscription - 10/23/2024 - 10/22/2027

Quote Expires: 12/31/2025

Quote To:

Ship To:

**City of North Port, FL ATTN: FINANCE
DEPARTMENT**

**City of North Port, FL ATTN: FINANCE
DEPARTMENT**

4970 CITY HALL BOULEVARD
North Port, FL 34286

4980 CITY CENTER BLVD
North Port, Florida 34286

Quote Contact:

Vicki Edwards, Senior Business Administrator
vedwards@northportfl.gov | 941-429-7141

Thank you for your support of Juware products and services! When you are ready to proceed with a Purchase Order:

- Address all Purchase Orders to **ESi Acquisition, Inc., 211 Perimeter Center Parkway, NE, Suite 700, Atlanta, Georgia 30346.**
- The terms and conditions of the master agreement by and between Juware, LLC (or the above affiliate) and the Client, as set forth in the applicable master agreement, shall govern and control this Quote and all services, products and deliverables provided pursuant to this Quote. Any terms and conditions in the purchase order that attempt to add, change, remove or otherwise modify terms and conditions set forth in such master agreement shall not be effective unless and until signed in a written amendment by and between the parties to the master agreement. Any such modifications via a purchase order shall be deemed null and void.
- Quotes issued in **US Dollars** and are exclusive of applicable taxes and travel expenses. Items not manufactured by Juware are subject to change. Substitutes will be provided for customer consideration and approval.

ESi Acquisition, Inc., a Juware Company

211 Perimeter Center Parkway, NE, Suite 700, Atlanta, Georgia 30346 | Phone: 866.200.0165
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Juware Contact
 Cynthia Mihelich
 (419) 320-6008
 cynthia.mihelich@juvare.com

Year 1

ITEM NUMBER	DESCRIPTION	SALES PRICE	QTY	TOTAL PRICE
100-WEB-B	WebEOC Subscription 25 Users Includes: Juvare Exchange, Design Studio board builder, Non-Production WebEOC Instance, Premium Boards, Board Data Manager, Dashboards, Maps, Single Sign on, User Importer, Active Users	\$11,340.00	1.00	\$11,340.00
700-P-SCP-1	Professional Services - Service Credit Hours (WebEOC) Hours for any necessary board customizations. Also includes hours to connect City to County WebEOC via Juvare Exchange (one way, data/field mapping only). To be used within 12 months. One-time cost.	\$9,600.00	1.00	\$9,600.00
800-R-VWBT-1	Training Center - Virtual WebEOC Bootcamp Three (3) seats to virtual Bootcamp.	\$1,440.00	3.00	\$4,320.00
Year 1 Total:				\$25,260.00

Year 2

ITEM NUMBER	DESCRIPTION	SALES PRICE	QTY	TOTAL PRICE
100-WEB-B	WebEOC Subscription 25 Users	\$11,680.20	1.00	\$11,680.20
Year 2 Total:				\$11,680.20

Year 3

ITEM NUMBER	DESCRIPTION	SALES PRICE	QTY	TOTAL PRICE
100-WEB-B	WebEOC Subscription 25 Users	\$12,030.61	1.00	\$12,030.61
Year 3 Total:				\$12,030.61

Contract Total *plus applicable taxes	USD 48,970.81
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Where applicable, Service Credit Plan (SCP) hours expire 12 months from the later of the Purchase Order date, unless otherwise agreed in a Statement of Work.

Additional Disclaimer

Work cannot be started and dates for services cannot be secured until the applicable initial payment or purchase order has been received. Pricing contained herein is based on

ESi Acquisition, Inc., a Juvare Company

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Juware Contact
Cynthia Mihelich
(419) 320-6008
cynthia.mihelich@juware.com

configuration outlined above. Some items may not be sold separately. Pricing is valid until the expiration date set forth above.

If the "Bill To" entity above is tax-exempt, such entity shall be responsible for providing all necessary documentation to show such tax-exempt status.

Estimated amounts for Pre-Paid Travel Expenses are for informational purposes only; all Travel Expenses incurred by Juware or its affiliate shall be invoiced to and paid by Client.

**When you send in a Purchase Order (PO) for the items above,
THE PURCHASE ORDER MUST INCLUDE THE QUOTE NUMBER & QUOTE DATE TO BE
ACCEPTED.**

We look forward to working with you and your staff!

BUSINESS ASSOCIATE AGREEMENT

This Business Associate Agreement (“**Agreement**”), entered into by the City of North Port, Florida with offices located at 4970 City Hall Boulevard, North Port, FL 34286 and its subsidiaries (“**Covered Entity**”) and CommuniCare Technology, Inc. d/b/a Pulsara (“**Business Associate**”), a Delaware corporation, with an address of 1627 West Main Street, Suite #229, Bozeman, MT 59715, is effective as of October 22, 2024.

RECITALS

- A. Covered Entity possesses Protected Health Information (“PHI”) that is protected under HIPAA Rules (as defined below), and wishes to ensure that Business Associate will appropriately safeguard such information; and
- B. Business Associate is licensing certain software and related technology to Covered Entity.

Based upon the above recitals and the mutual covenants in this Agreement, Covered Entity and Business Associate agree as follows:

1. Definitions

The following terms used in this Agreement shall have the same meaning as those terms in the HIPAA Rules: Breach, Data Aggregation, Disclosure, Health Care Operations, Individual, Notice of Privacy Practices, Protected Health Information (PHI), Required by Law, Secretary, Security Incident, Subcontractor, Unsecured and Use.

- a. “*Business Associate*” shall generally have the same meaning as the term “business associate” at 45 CFR 160.103, and in reference to the party to this Agreement, shall mean Pulsara.
- b. “*Covered Entity*” shall generally have the same meaning as the term “covered entity” at 45 CFR 160.103, and in reference to the party to this agreement, shall mean the Covered Entity first written above.
- c. “*HIPAA Rules*” shall mean the Privacy, Security, Breach Notification, and Enforcement Rules at 45 CFR Part 160 and Part 164.
- d. “*Part 2*” shall mean the Confidentiality of Alcohol and Drug Abuse Patient Records under 42 CFR Part 2.

2. Permitted Uses and Disclosures

- a. *Performance of Services.* Business Associate may use and disclose PHI in connection with the performance of the services as described in the Terms of Use (“*Services*”) if such use or disclosure of PHI would not violate HIPAA Rules, or such use or disclosure is expressly permitted hereunder.
- b. *Proper Management and Administration.* Business Associate may use PHI for the proper management and administration of Business Associate in connection with the performance of Services described in the Terms of Use. Business Associate may disclose PHI for such proper management and administration of Business Associate. Any such disclosure of PHI shall only be made if the disclosure is required by law or Business Associate obtains reasonable assurances from the person to whom the PHI is disclosed that: (1) the PHI will be held confidentially and used or further disclosed only as required by law or for the purpose for which it was disclosed to the person; and (2) Business Associate will be notified by such person of any instances of which it becomes aware in which the confidentiality of the PHI has been

breached.

c. *Other Permitted Uses.* Unless otherwise limited herein, the Business Associate may also: (1) perform Data Aggregation for the health care operations of Covered Entity; (2) may use, analyze, and disclose the PHI in its possession for the public health activities and purposes set forth at C.F.R. § 164.512(b); (3) de-identify any and all PHI provided that Business Associate implements de-identification criteria in accord with 45 C.F.R. §164.514(b); and (4) may otherwise use and disclose the PHI as authorized by Covered Entity pursuant to the Terms of Use.

d. *Minimum Necessary.* Covered Entity shall provide, and Business Associate shall request, Use and Disclose, only the minimum amount of PHI necessary to accomplish the purpose of the request, Use or Disclosure. The Parties acknowledge that the Secretary may issue guidance with respect to the definition of “minimum necessary” from time to time, and agree to stay informed of any relevant changes to the definition.

3. Nondisclosure

As Provided In Agreement. Business Associate shall not use or further disclose PHI except as permitted or required by this Agreement or as required by law.

4. Responsibilities of Business Associate

a. *Safeguards.* Business Associate shall use appropriate safeguards to protect PHI, and comply with Subpart C of 45 CFR Part 164 with respect to electronic protected health information, to prevent use or disclosure of PHI not provided for by this Agreement.

b. *Business Associate’s Agents.* Business Associate shall ensure that any agents, including subcontractors, to whom it provides PHI agree in writing to be bound by the same restrictions and conditions that apply to Business Associate with respect to such PHI.

c. *Reporting.* Business Associate shall promptly report to Covered Entity any use or disclosure of PHI in violation of this Agreement or applicable law of which it becomes actually aware. Business Associate further agrees to promptly report to Covered Entity any Security Incident of which it becomes actually aware. In addition, Business Associate shall promptly report to Covered Entity any Breach of Unsecured PHI.

d. *Mitigation.* Business Associate shall have procedures in place to mitigate any deleterious effect from any use or disclosure of PHI in violation of this Agreement or applicable law.

e. *Cost Reimbursement.* In the event of a Breach involving PHI maintained, used, or disclosed by Business Associate that is the fault of Business Associate, Business Associate shall reimburse Covered Entity for the reasonable cost of providing any legally required notice to affected individuals and the cost of credit monitoring for such individuals to the extent deemed necessary by Covered Entity in its reasonable discretion.

f. *Sanctions.* Business Associate shall have and apply appropriate sanctions against any employee, subcontractor or agent who uses or discloses PHI in violation of this Agreement or applicable law.

g. *United States Department of Health and Human Services.* Business Associate shall make its internal practices, books and records relating to the use and disclosure of PHI available to the Secretary for purposes of determining Covered Entity’s compliance with the HIPAA Rules; provided, however, that Business Associate shall promptly notify Covered Entity upon receipt by Business Associate of any such request for access by the Secretary, and shall provide Covered Entity with a copy thereof as well as a copy of all materials disclosed pursuant thereto. The parties’ respective rights and obligations under this Section shall survive termination of this Agreement.

5. Obligation to Provide Access, Amendment and Accounting of PHI

- a. *Access to PHI.* Business Associate shall make available to Covered Entity such information as Covered Entity may require to fulfill Covered Entity's obligations to provide access to, and copies of, PHI in accordance with HIPAA Rules.
- b. *Amendment of PHI.* Business Associate shall make available to Covered Entity such information as Covered Entity may require to fulfill Covered Entity's obligations to amend PHI in accordance with HIPAA Rules.
- c. *Accounting of Disclosures of PHI.* Business Associate shall make available to Covered Entity such information as Covered Entity may require to fulfill Covered Entity's obligations to provide an accounting of disclosures with respect to PHI in accordance with HIPAA Rules. Business Associate shall make this information available to Covered Entity upon Covered Entity's request.
- d. *Forwarding Requests From Individual.* In the event that any individual requests access to, amendment of, or accounting of PHI directly from Business Associate, Business Associate shall forward such request to Covered Entity. Covered Entity shall have the responsibility of responding to forwarded requests. However, if forwarding the individual's request to Covered Entity would cause Covered Entity or Business Associate to violate HIPAA Rules, Business Associate shall instead respond to the individual's request as required by such law and notify Covered Entity of such response as soon as practicable.

6. Responsibilities of Covered Entity

Covered Entity will:

- a. provide Business Associate with the notice of privacy practices that Covered Entity produces in accordance with 45 C.F.R. § 164.520 as well as any changes to such notice;
- b. provide Business Associate with any changes in, or revocation of, permission by Individual to the use and/or disclosure of PHI, if such changes affect Business Associate's permitted or required uses and/or disclosures;
- c. notify Business Associate of any restriction to the use and/or disclosure of PHI that Covered Entity has agreed to in accordance with 45 C.F.R. § 164.522.

7. Indemnification

Business Associate agrees to indemnify, defend, and hold harmless Covered Entity, its directors, officers, employees, contractors and agents, against, and in respect of, any and all claims, losses, expenses, costs, damages, obligations, penalties, and liabilities which Covered Entity may incur by reason of Business Associate's breach of or failure to perform any of its obligations pursuant to this Agreement.

8. Term and Termination

- a. *Term.* This Agreement shall be effective as of the Effective Date, and shall continue until the earlier of when this Agreement is terminated in accordance with the provisions of this Section or the underlying agreement terminates.
- b. *Termination.*
 - 1) If Covered Entity determines that Business Associate has breached or violated a material term of this Agreement, Covered Entity may, at its option, pursue any and all of the following remedies:
 - a) Take any reasonable steps that Covered Entity, in its sole discretion, shall deem necessary to cure such breach or end such violation; and/or

- b) Covered Entity may terminate this Agreement in the event of Business Associate's uncured material breach of this Agreement following 30 days' notice and opportunity to cure, if curable.
- 2) If Business Associate determines that Covered Entity has breached or violated a material term of this Agreement, Business Associate may, at its option, pursue any and all of the following remedies:
 - a) take any reasonable steps that Business Associate, in its sole discretion, shall deem necessary to cure such breach or end such violation; and/or
 - b) terminate this Agreement in the event of Covered Entity's uncured material breach of this Agreement following 30 days' notice and opportunity to cure, if curable.
- c. *Return or Destruction of Records.* Upon termination of this Agreement for any reason, Business Associate shall return or destroy, as specified by Covered Entity, all PHI that Business Associate still maintains in any media, and shall retain no copies of such PHI. If Covered Entity, in its sole discretion, requires that Business Associate destroy any or all PHI in its possession, Business Associate shall certify to Covered Entity that the PHI has been destroyed. If return or destruction is not feasible, Business Associate shall inform Covered Entity of the reason it is not feasible and shall continue to extend the protections of this Agreement to such information and limit further use and disclosure of such PHI to those purposes that make the return or destruction of such PHI infeasible. The foregoing will not apply, however, to any PHI for which Business Associate has received from the applicable individual (with respect to whom the PHI pertains) authorization in accordance with HIPAA that Business Associate may retain such PHI for the purposes authorized by the individual. Business Associate's obligations with respect to such PHI will become outside the scope of this Agreement and will be governed by HIPAA and the agreement between Business Associate and the individual.

9. Part 2 Responsibilities

- a. To the extent that in performing its services for Covered Entity, Business Associate uses, discloses, maintains, or transmits protected health information that is protected by Part 2, Business Associate: (1) will rely on Covered Entity to obtain necessary patient consent before Covered Entity transmits patient information subject to Part 2 through Business Associate's Services; (2) acknowledges and agrees that in receiving, storing, processing or otherwise dealing with any such patient records, it must comply with the Part 2 regulations in connection with any requests for access by parties other than those with which Covered Entity communicates through Business Associate's Service; and (3) if necessary, will resist in judicial proceedings any efforts to obtain access to patient information except as permitted by the Part 2 regulations.
- b. Notwithstanding any other language in this Agreement, Business Associate acknowledges and agrees that any patient information it receives from Covered Entity that is protected by Part 2 is subject to protections that prohibit Business Associate from disclosing such information to agents or subcontractors without the specific written consent of the subject individual.
- c. Business Associate acknowledges that any unauthorized disclosure of information under this section is a federal criminal offense.

10. General Provisions.

- a. State Law. Nothing in this Agreement shall be construed to require Business Associate to use or disclose PHI without a written authorization from an individual who is a subject of the PHI, or written authorization from any other person, where such authorization would be required under state law for such use or disclosure.

- b. Amendment. Covered Entity and Business Associate agree that amendment of this Agreement may be required to ensure that Covered Entity and Business Associate comply with changes in state and federal laws and regulations relating to the privacy, security, and confidentiality of PHI, including, but not limited to, changes under the HIPAA Rules. This Agreement may not otherwise be amended except by written agreement between both parties.
- c. Governing Law and Venue. This Agreement will be construed in accordance with and governed by the internal law of Covered Entity's state, without regard to the choice or conflicts of law provisions of any jurisdiction. In the event that either party institutes any action or proceeding arising out of or relating to this Agreement, exclusive jurisdiction will be in the state or federal court in the county where Covered Entity is located.
- d. Attorney's Fees. The prevailing party in any action or proceeding to enforce any of the provisions of this Agreement shall be entitled to recover reasonable attorneys' fees, costs and expenses incurred in connection with actions or proceedings.
- e. Waiver. The failure of either party to enforce any right or provision in this Agreement shall not constitute a waiver of such right or provision unless acknowledged and agreed to by that party in writing.
- f. Severability. If any provision of this Agreement is held by a court of competent jurisdiction to be invalid or unenforceable, then such provision(s) shall be construed, as nearly as possible, to reflect the intentions of the invalid or unenforceable provision(s), with all other provisions remaining in full force and effect.
- g. Assignment. The rights and/or obligations contained in this Agreement may not be assigned, delegated or otherwise transferred by either party (except to a direct or indirect parent or subsidiary) without the prior written approval of the other party, not to be unreasonably withheld, provided, however that either party may assign this agreement in connection with a merger, consolidation or acquisition of a party resulting in a change of control or a transfer or sale of all or substantially all of the assets of either party. No assignment or delegation shall relieve either party of liability for its obligations hereunder.
- h. Counterparts. This Agreement may be executed in one or more counterparts, each of which may be deemed an original, but all of which constitute one and the same instrument. Delivery of an executed counterpart of a signature page of this Agreement by facsimile or other electronic transmission shall be effective as delivery of a manually executed counterpart of this Agreement.
- i. Notices. All notices, requests, or consents required or permitted under this Agreement will be in writing (including electronic form) to each party or to such other party and/or address as any of such parties may designate in a written notice served upon the other party in the manner provided for below. Each notice, request, consent, or other communication will be given and will be effective: (1) if delivered by hand, when so delivered; (2) if delivered by nationally recognized overnight courier service or sent by United States Express Mail, upon confirmation of delivery; (3) if delivered by certified or registered mail, on the third following day after deposit with the United States Postal Service.
- j. 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. The Business Associate 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.

The parties, as duly authorized, have executed this Agreement to be effective as of the Effective Date.

COVERED ENTITY

CITY OF NORTH PORT, FLORIDA

By: 

A. JEROME FLETCHER II, ICMA-CM, MPA, CITY MANAGER
(Printed Name, Title)

BUSINESS ASSOCIATE

CommuniCare Technology, Inc. dba Pulsara

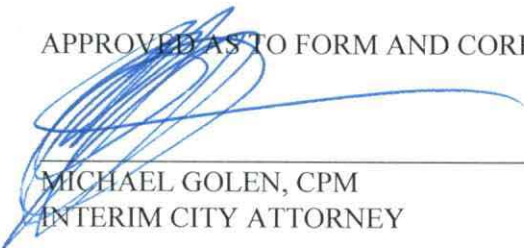
By: 

Anna Larson, Director of Commercial Operations
(Printed Name, Title)

ATTEST


HEATHER FAUST, MMC
CITY CLERK

APPROVED AS TO FORM AND CORRECTNESS


MICHAEL GOLEN, CPM
INTERIM CITY ATTORNEY