



CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)

9/18/2023

THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AFFIRMATIVELY OR NEGATIVELY AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES BELOW. THIS CERTIFICATE OF INSURANCE DOES NOT CONSTITUTE A CONTRACT BETWEEN THE ISSUING INSURER(S), AUTHORIZED REPRESENTATIVE OR PRODUCER, AND THE CERTIFICATE HOLDER.

IMPORTANT: If the certificate holder is an **ADDITIONAL INSURED**, the policy(ies) must have **ADDITIONAL INSURED** provisions or be endorsed. If **SUBROGATION IS WAIVED**, subject to the terms and conditions of the policy, certain policies may require an endorsement. A statement on this certificate does not confer rights to the certificate holder in lieu of such endorsement(s).

PRODUCER Oberle Risk Strategies, LLC 8820 Ladue Rd, Suite #302 Saint Louis MO 63124	CONTACT NAME: PHONE (A/C. No. Ext): 636-391-0700		FAX (A/C. No): 636-391-0715
	E-MAIL ADDRESS: donna.spradley@oberle-risk.com		
INSURER(S) AFFORDING COVERAGE			NAIC #
INSURED Permitium, LLC 10617 Southern Loop Blvd Pineville NC 28134	INSURER A : Sentinel Ins Co Ltd		11000
	INSURER B : Hartford Accident & Ind Co		22357
	INSURER C : Underwriters at Lloyd's of London		32727
	INSURER D : Lexington Insurance Company		19437
	INSURER E : TRISURA SPECIALTY INSURANCE COMPANY		16188
INSURER F :			

COVERAGES

CERTIFICATE NUMBER: 1484484395

REVISION NUMBER:

THIS IS TO CERTIFY THAT THE POLICIES OF INSURANCE LISTED BELOW HAVE BEEN ISSUED TO THE INSURED NAMED ABOVE FOR THE POLICY PERIOD INDICATED. NOTWITHSTANDING ANY REQUIREMENT, TERM OR CONDITION OF ANY CONTRACT OR OTHER DOCUMENT WITH RESPECT TO WHICH THIS CERTIFICATE MAY BE ISSUED OR MAY PERTAIN, THE INSURANCE AFFORDED BY THE POLICIES DESCRIBED HEREIN IS SUBJECT TO ALL THE TERMS, EXCLUSIONS AND CONDITIONS OF SUCH POLICIES. LIMITS SHOWN MAY HAVE BEEN REDUCED BY PAID CLAIMS.

INSR LTR	TYPE OF INSURANCE	ADDL INSD	SUBR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS	
A	<input checked="" type="checkbox"/> COMMERCIAL GENERAL LIABILITY <input type="checkbox"/> CLAIMS-MADE <input checked="" type="checkbox"/> OCCUR GEN'L AGGREGATE LIMIT APPLIES PER: <input checked="" type="checkbox"/> POLICY <input type="checkbox"/> PRO-JECT <input type="checkbox"/> LOC OTHER:	Y		84SBABH6714	9/28/2022	9/28/2023	EACH OCCURRENCE	\$ 1,000,000
							DAMAGE TO RENTED PREMISES (Ea occurrence)	\$ 1,000,000
							MED EXP (Any one person)	\$ 10,000
							PERSONAL & ADV INJURY	\$ 1,000,000
							GENERAL AGGREGATE	\$ 2,000,000
							PRODUCTS - COMP/OP AGG	\$ 2,000,000
								\$
B	<input checked="" type="checkbox"/> AUTOMOBILE LIABILITY <input checked="" type="checkbox"/> ANY AUTO <input type="checkbox"/> OWNED AUTOS ONLY <input type="checkbox"/> SCHEDULED AUTOS <input checked="" type="checkbox"/> HIRED AUTOS ONLY <input checked="" type="checkbox"/> NON-OWNED AUTOS ONLY			84UECAE7344	9/28/2022	9/28/2023	COMBINED SINGLE LIMIT (Ea accident)	\$ 1,000,000
							BODILY INJURY (Per person)	\$
							BODILY INJURY (Per accident)	\$
							PROPERTY DAMAGE (Per accident)	\$
								\$
A	<input checked="" type="checkbox"/> UMBRELLA LIAB <input checked="" type="checkbox"/> OCCUR <input type="checkbox"/> EXCESS LIAB <input type="checkbox"/> CLAIMS-MADE <input type="checkbox"/> DED <input checked="" type="checkbox"/> RETENTION \$ 10,000			84SBABH6714	9/28/2022	9/28/2023	EACH OCCURRENCE	\$ 6,000,000
							AGGREGATE	\$ 6,000,000
								\$
	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH) If yes, describe under DESCRIPTION OF OPERATIONS below	Y/N	N/A				PER STATUTE	OTH-ER
							E.L. EACH ACCIDENT	\$
							E.L. DISEASE - EA EMPLOYEE	\$
							E.L. DISEASE - POLICY LIMIT	\$
C E D	Cyber/Professional Liability Excess Cyber/Professional Liab Crime/Dishonesty			MPL494882322 ATB-6715243-01 013982262-00	9/28/2022 9/28/2022 9/28/2022	9/28/2023 9/28/2023 9/28/2023	Each claim Each claim Each claim	3,000,000 2,000,000 2,000,000

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (ACORD 101, Additional Remarks Schedule, may be attached if more space is required)

Re: Contracts #2024000273-4 - CITYWIDE DOCUMENT MANAGEMENT SERVICES

City of Charlotte is an additional insured as regards general liability if required by written agreement.

CERTIFICATE HOLDER**CANCELLATION**

City of Charlotte
600 E. 4th St.
Charlotte NC 28202

SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS.

AUTHORIZED REPRESENTATIVE

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STATE OF NORTH CAROLINA
COUNTY OF MECKLENBURG

**FOURTH AMENDMENT TO THE AGREEMENT TO PROVIDE
CITYWIDE DOCUMENT MANAGEMENT SERVICES**

THIS FOURTH AMENDMENT TO THE AGREEMENT TO PROVIDE CITYWIDE DOCUMENT MANAGEMENT SERVICES (this "Fourth Amendment") is made and entered into this 6 of October 2023, by and between Permium LLC, a corporation doing business in North Carolina (the "Company"), and the City of Charlotte, a North Carolina municipal corporation (the "City").

Statement of Background and Intent

- A. The City of Charlotte and Advanced Imaging Systems, Inc. entered into an Agreement for Citywide Document Management Services dated November 1, 2020 (the "Contract").
- B. The parties amended the Contract to incorporate additional language in Service Terms Section 6 "City Ownership of Work Product".
- C. The parties amended the Contract to make adjustments to unit pricing and to incorporate certain other changes.
- D. The parties amended the Contract to make adjustments to the Pricing Schedule.
- E. The Company now seeks to assume all of Advanced Imaging System's rights, title, interest, and responsibilities under the Agreement.
- F. The parties now desire to amend the Contract to extend the Term of the Contract by the first of two (2) one-year renewal terms, to make adjustments to unit pricing, and to incorporate certain other changes.

NOW, THEREFORE, in consideration of the mutual covenants and agreements contained herein, the parties hereby agree to the following:

AGREEMENT

- 1. The terms of the Contract are restated by and incorporated into this Fourth Amendment by reference.
- 2. Defined terms used in this Fourth Amendment shall have the same meaning as are assigned to such terms in the Contract.
- 3. This Fourth Amendment extends the Term of the Contract by the first of two (2) one-year renewal terms to expire on October 31, 2024.
- 4. The Company hereby assumes all of Advanced Imaging Systems's rights, title, interest, and responsibilities under the Agreement.
- 5. All references to "Advanced Imaging Systems, Inc." in the Agreement are hereby deemed to state "Permium LLC".
- 6. This Fourth Amendment incorporates unit price increases in Exhibit A – Price Schedule due to enhanced functionality and increased security capabilities.
- 7. Section 15 of the Contract ("Required By City Ordinance: Commercial Non-Discrimination") is hereby replaced in its entirety as provided below:

REQUIRED BY CITY ORDINANCE: COMMERCIAL NON-DISCRIMINATION. Permium LLC agrees to comply with the Non-Discrimination Policy set forth in Chapter 2, Article V of the Charlotte City Code, which is available for review at <http://library.municode.com/index.aspx?clientId=19970> and incorporated herein by reference. Permium LLC consents to be bound by the award of any arbitration conducted thereunder.

8. Section 23-25 of the Contract ("The Federal Transit Administration Contracting Terms") is hereby appended as follows:

23. Prohibition on Contracting for Covered Telecommunications Equipment or Services. The Company, by entering into this Contract certifies that, consistent with 2 C.F.R. § 200.216 it will not use "covered telecommunications equipment or services" (as that term is defined in Section 889 of Public Law 115-232) if such equipment or services will be used as a substantial or essential component of any system or as critical technology as part of any system provided under this Contract. The Company will include a requirement not to use such "covered telecommunications equipment or services" in any subcontracts for the provision of "covered telecommunications equipment or services" let under this Contract."

As used in this clause "Substantial or Essential Component" means any component necessary for the proper function or performance of a piece of equipment, system, or service. "Covered telecommunications equipment or services" as used in this clause, includes but is not limited to:

- a) Telecommunications equipment produced by Huawei Technologies Company or ZTE Corporation (or any subsidiary or affiliate of such entities).
- b) For the purpose of public safety, security of government facilities, physical security surveillance of critical infrastructure, and other national security purposes, video surveillance and telecommunications equipment produced by Hytera Communications Corporation, Hangzhou Hikvision Digital Technology Company, or Dahua Technology Company (or any subsidiary or affiliate of such entities).
- c) Telecommunications or video surveillance services provided by such entities listed in a) or b) or using such equipment provided by entities listed in a) or b).
- d) Telecommunications or video surveillance equipment or services produced or provided by an entity that the Secretary of Defense, in consultation with the Director of the National Intelligence or the Director of the Federal Bureau of Investigation, reasonably believes to be an entity owned or controlled by, or otherwise connected to, the government of a covered foreign country.

24. Notice of Disputes, Breaches, Defaults, and Litigation. If a current or prospective legal matter that may affect the City or the Federal Government emerges, the Company must notify the City. The Company must include a similar notification requirement in each of its subcontracts for twenty-five thousand dollars (\$25,000) or more.

- a) Legal disputes that require notification under this provision include, but are not limited to, a major dispute, breach, default, litigation, or naming the City or naming the Federal Government as a party to litigation or a legal disagreement in any forum for any reason.
- b) Matters that may affect the Federal Government (and thereby the City) include, but are not limited to, the or the Federal Government's interests in the Award, the accompanying Underlying Agreement, and any Amendments thereto, or the Federal Government's administration or enforcement of federal laws, regulations, and requirements.
- c) Additional Notice to U.S. DOT Inspector General. The Company must promptly notify the U.S. DOT Inspector General in addition to the FTA Chief Counsel or Regional Counsel for FTA Region 4, if the Company has knowledge of potential fraud, waste, or abuse occurring on a Project receiving assistance from FTA. The notification provision applies if a person has or may have submitted a false

claim under the False Claims Act, 31 U.S.C. § 3729, et seq., or has or may have committed a criminal or civil violation of law pertaining to such matters as fraud, conflict of interest, bid rigging, misappropriation or embezzlement, bribery, gratuity, or similar misconduct involving federal assistance. This responsibility occurs whether the Project is the subject of this Contract, another Contract funded by the FTA, or an agreement involving a principal, officer, employee, or agent of the Company. It also applies to subcontractors at any tier. Knowledge, as used in this paragraph, includes, but is not limited to, knowledge of a criminal or civil investigation by a Federal, state, or local law enforcement or other investigative agency, a criminal indictment or civil complaint, or probable cause that could support a criminal indictment, or any other credible information in the possession of the Company. In this paragraph, "promptly" means to refer information without delay and without change.

- 25. Domestic Preferences for Procurements.** As appropriate and to the extent consistent with law, the Company should, to the greatest extent practicable under the Contract, provide a preference for the purchase, acquisition, or use of goods, products, or materials produced in the United States (including, but not limited to iron, aluminum, steel, cement, and other manufactured products). For the purposes of this clause, (i) "produced in the United States" means, for iron and steel products, that all manufacturing processes, from the initial melting stage through the application of coatings, occurred in the United States, and (ii) "manufactured products" means items and construction materials composed in whole or in part of non-ferrous materials such as aluminum; plastics and polymer-based products such as polyvinyl chloride pipe; aggregates such as concrete; glass, including optical fiber; and lumber.
9. Except to the extent specifically provided above, this amendment shall not be interpreted or construed as waiving any rights, obligations, remedies, or claims the parties may otherwise have under the Contract.
10. In all other respects and except as modified herein, the terms of the Contract shall remain in force and effect.

[Signature Page Follows]

IN WITNESS WHEREOF, and in acknowledgment that the parties hereto have read and understood each and every provision hereof, the parties have caused this Fourth Amendment to be executed as of the date first written above.

PERMITIUM LLC:

BY: 
(signature)

PRINT NAME: Chris Lueck

TITLE: Co-CEO

DATE: 9/28/2023

CITY OF CHARLOTTE:
CITY MANAGER'S OFFICE

BY: See Attachment Below
(signature)

PRINT NAME: _____

TITLE: _____

DATE: _____



**Digital Contract Routing Form
Non-Encumbered**

Date Submitted: October 06, 2023

Submitted by: Angelica Witherell

Submitter email: angelica.witherell@charlottenc.gov

Contract #: 2024000272(2021000423)

Amendment #: 4

Contract Name: Citywide Document Management Services

Vendor Legal Name: Permittium LLC

Vendor #: 319085

REQUIRED ATTACHMENT(S):

Use the Paperclip icon to attach a full Contract Document Routing Packet for review by the authorized City individual with signature authority. The Routing Packet **MUST** include all required components per the direction provided at:

The following signatures, once completed, shall be incorporated by reference into the contractual document identified above.

City of Charlotte

eSigned via SeamlessDocs.com

Key: f68f2b82106208b08804836a6d96b8

EXHIBIT A – PRICE SCHEDULE

Services	Unit Of Measure	Current Contract Price	Amendment # 4 Price	Additional information	
PermitDirector	Per Transaction	\$5.00 - \$10.00	\$5.00 - \$10.00	PermitDirector is a web-based enterprise permit management application and processing software which offers the ability to submit an online application through a pre-configured form. The service fee is passed on to the applicant/requestor. The application integrates with the Online document management allowing agencies to integrate scanned data with electronic data.	Permitium
VitalDirector	Per Transaction		\$5.00 - \$10.00	VitalDirector is a web-based enterprise vital record management application and processing software which offers the ability to submit an online application through a pre-configured form. The service fee is passed on to the record requester.	Permitium
Permitium Credit Card Transaction	Per Transaction	\$0.30 + 2.9%	\$0.30 + 3.3%	Permitium allows all major credit and debit cards for online transactions within the application. Fees can be paid by the agency or passed on to the applicant.	Permitium
CivilDirector	Per Agency / Per Month	\$250 - \$10,000	\$300 - \$100,000	CivilDirector is a web based Civil Process Application that enables the process of papers online coupled with real-time tracking and monitoring of the civil processes with fee collection and distribution. Pricing is determined based on agency size and module configuration. The application integrates with the Online document management allowing agencies to integrate scanned data with electronic data.	Permitium
OffenderTracker	Per Agency / Per Month	\$250 - \$10,000	\$250 - \$10,000	PermitDirector is a web-based Sex Offender tracking and monitoring of registered sex offenders which enables local law enforcement agencies to track all offender data real-time. Pricing is determined based on agency size and module configuration. The application integrates with the Online document management allowing agencies to integrate scanned data with electronic data.	Permitium
Permitium Integration	Per Agency / Per	\$250 - \$3,000	\$250 - \$25,000	Permitium's API integration tool set up, testing, and ongoing support is included.	Permitium
PermitDirector PPS	Per Agency / Per	\$6,250 - \$15,000	\$6,250 - \$50,000	PermitDirector is a web-based Licensing Process Application that enables the process of papers online coupled with real-tracking and monitoring of the processes with workflow, fee collection, and distribution	Permitium

Remote Online Notary	Per Transaction	\$15.00	\$25.00	Remote Online Notary is a web-based Process Application that enables the notary process with real-time tracking and monitoring of the notary processes with fee collection and distribution. Minimum thresholds and credit card fees apply.	Permitium
Remote Online Notary - Outsource	Per Notary Person Per Month	\$250 - \$3,000	\$250 - \$3,000	Remote Online Notary is a web-based Process Application that enables the notary process with real-time tracking and monitoring of the notary processes with fee collection and distribution. Minimum thresholds and credit card fees apply.	Permitium
PermitArchive	Per Agency / Per Month		\$300 - \$100,000	PermitArchive is a hosted solution that allows agencies to archive historical records in an effort to integrate old records required for storage with new records developed by utilizing additional Permitium software products	Permitium
PermitiumIntegrate	Per Agency / Per Month		\$300 - \$100,000	PermitiumIntegrate is custom development work that is required by Permitium's product and implementation team in order for its software products to work properly according to the agency's scope of work. The subscription covers API build-outs, custom interfaces, and integrations with new and/or existing software systems provided by the client.	Permitium
PermitDirector External Agency Interface	Per Agency / Per Month		\$300 - \$100,000	PermitDirector External Agency Interface allows agencies to add additional agencies to the workflow of processing permit solutions. The External Agency interface allows additional access in order for permits to flow between one agency and another (typically a state or local agency) for approval, denial, or additional documentation to be collected.	Permitium