

**STATEMENT OF WORK****No. 1**

This Statement of Work (the "SOW"), effective as of the later of the two dates accompanying the signatures below ("Effective Date"), is entered into and governed under the Master Services Agreement (the "Agreement" or "MSA") between CivicPlus, Inc. ("CivicPlus") and the City of Pembroke Pines Florida. Services performed by CivicPlus under this SOW will be conducted in accordance with and be subject to the terms and conditions of this SOW and the Agreement. If there is a conflict between this SOW and the Agreement, the terms and conditions of the Agreement shall prevail. Capitalized terms used in this SOW but not defined herein shall have the meaning set forth in the Agreement. The responsibilities of CivicPlus and Client are defined below.

IN WITNESS WHEREOF, each party, in consideration of the mutual promises and agreements set forth in this Agreement, and other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged and agreed by the parties, agree and hereto has caused this Agreement to be executed by its duly authorized representatives.

**Pembroke Pines FL****CivicPlus**

By: Charles F. Dodge  
(Signature)

By: Jeff Logan  
(Signature)

Name: Charles F. Dodge  
(Print)

Name: Jeff Logan  
(Print)

Title: City manager

Title: Vice President of Sales

Date: 2/25/19

Date: February 12, 2019

**1. TERM**

The Initial Term of this Ally Platform Subscription and SOW begins February 20, 2019 and ends January 31, 2020. Client may renew the Ally Platform Subscription described herein by providing CivicPlus with written notice of intent to renew.

APPROVED AS TO LEGAL FORM

Julie K. Lahr  
OFFICE OF THE CITY ATTORNEY  
DATED: 2/25/19

## 2. SERVICES ORDERED & COSTS

AudioEye will provide the following SaaS Subscription:

Web Accessibility Solutions Subscription Order		12 Month Term
Product	Subscription Cost	
Ally Managed Service	\$34,250	
Total Annual Subscription Cost		\$34,250

*This Scope of Work is valid through (or up to) 60 days from 01/16/2019.*

*The subscription purchased hereunder applies only to the Authorized Domain(s) listed in the table, below.*

*Utilization is tracked on a minimum, quarterly hour basis. As time is used, hours are deducted from those allotted per this SOW.*

*Client shall first be invoiced upon signing and submission of this SOW for a prorated portion of the Total Annual Subscription Cost, covering a period beginning February 20, 2019 and ending January 31, 2020. Thereafter the Total Annual Subscription cost will be invoiced February 1 each year, beginning February 1, 2020, subject to the payment and billing terms of the Agreement.*

### Authorized Domain(s) Owned and Controlled by Reseller

<https://www.ppines.com/>

<https://www.pinescharter.net/>

### 3. CONTACT INFORMATION

#### Technical Contact Information

Client will identify a project lead to function as a single point of contact for the project.

Name: \_\_\_\_\_

Email: \_\_\_\_\_

Phone: \_\_\_\_\_

#### Billing Contact Information

Invoices for fees, associated with this Agreement, should be sent to the following email address(es):

\_\_\_\_\_

Contact Name: \_\_\_\_\_ Billing Address 1: \_\_\_\_\_  
*(if different from Corporate Address provided with MSA)*

Contact Email: \_\_\_\_\_ Billing Address 1: \_\_\_\_\_  
*(if different from billing email address provided above)*

City: \_\_\_\_\_ State/Zip: \_\_\_\_\_

Payment Method: \_\_\_\_\_

*All payments shall be made in accordance with the terms and conditions of the Agreement. Invoices will be expressed in US Dollars (USD).*

## APPENDIX A

### SCOPE OF WORK

CivicPlus Services shall consist of the following Deliverables:

*All Delivery Timelines are approximations and may vary.*

#### Ally Managed Service

##### Activation

In coordination with CivicPlus, Client will allow enabled/embed AudioEye JavaScript into the Authorized Domain as initiated by way of an Order.

The AudioEye Ally Managed Service is inclusive of the Products and Services ("Deliverables") detailed in the table, below.

#### ADA Requirements

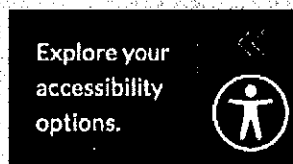
#### AudioEye Product / Service

#### Phase I: Discovery (Services delivered at the beginning of the project)

##### Accessibility Resource / Information, Grievance Procedure

##### Ally Toolbar Deployment

- With the AudioEye JavaScript enabled, CivicPlus to deploy (turn on) the Ally Toolbar, which displays in the bottom right-hand corner of the Customer's Website.



##### Accessibility Statement

- CivicPlus to enable the Accessibility Statement / Certification Statement, within the Ally Toolbar. This button provides access to messaging that describes Client's commitment to Digital Inclusion and the steps taken/being taken to ensure equal access under ADA
- As an option available to Client and encouraged by CivicPlus, Customer may deploy a separate, stand-alone web page, often titled, "Accessibility Statement", and link-to from website footer navigation. CivicPlus to provide Client with messaging to be deployed by Client. Messaging will be updated over the course of a project by Client and as per instructions provided by CivicPlus

#### Accessibility Help Desk

- CivicPlus to enable the Help Desk within the Ally Toolbar. This web form allows end-users to report issues of accessibility (grievances) that impact usability and accessibility
- Submitted issues are processed by AudioEye Subject Matter Experts
- Reported issues set remediation prioritization

#### *Accessibility Auditor / SME*

##### Official "Auditor" Representation

- Upon request, CivicPlus will supply Client with AudioEye "Bona Fides" (i.e. credentials) in the form of an Auditor Notification Letter, which also attests to the steps taken/being taken by Client (and CivicPlus) to address Digital Inclusion
- Client is empowered to be the official Accessibility Auditor empowered to field and address Accessibility Complaints
- CivicPlus provides Client access to Subject Matter Experts and Specialized Engineers

#### *Initial Audit of Existing Content & Functionality*

##### Automated "Baseline" Site Evaluation

- Upon request, from ~~DAP~~the Digital Accessibility Platform (DAP), CivicPlus to initiate a Site Evaluation of Client website.
- Baseline report provides high-level snapshot of approximately half of all potential issues impacting Accessibility Conformance

#### *Remediation (Partial)*

##### Accelerator

- Dynamic Remediation Technology automatically fixes common errors of accessibility
- Auto-Remediations served via the AudioEye JavaScript reduce compliance issues and, partially, begin to eliminate a number of outstanding issues that impact accessibility and usability

Phase II: Remediation & Usability (Services typically delivered within the first ~ 100 days of the project)

#### *Accessibility Testing*

##### Manual Accessibility Testing

- AudioEye Subject Matter Experts (SMEs) conduct manual observations and tests to identify and report issues of accessibility
- Technical analysis and functional usability testing (manual testing) conducted by Assistive Technology (AT) testers.

**Maximize WCAG 2.0 AA  
Conformance**

**Manual Remediation of Accessibility Issues**

- Automated and Manual test results provide feedback for CivicPlus Engineers to develop Remediations to fix issues of accessibility and substantially conform with WCAG 2.0 AA Success Criteria
- Remediation are developed by CivicPlus Engineers and applied Dynamically via the AudioEye Ally Dynamic Remediation Technology that is delivered via the AudioEye JavaScript. The vast majority of issues reported in the Fix View within DAP are remediated within the first ~50 days of a project.
- For issues impacting visual display or for other remediations that are optimally fixed at the Source, CivicPlus to provide Source Feedback Reports that supply audit results and remediation instructions for Client stakeholders including developers, designers, and implementers.

**Free Assistive Tools via the Ally Toolbar (Full Implementation)**

- CivicPlus to provision and deploy free Web Personalization Tools that allow end-users to customize their user experience to meet their individual needs
- Assistive tools include:
  - Each of the utilities provisioned during Phase I, plus...
  - Accessible Site Menu: provides visually optimized keyboard-friendly access to normalized and fully accessible site menu
  - Page Elements Menu: facilitates keyboard friendly access for quick navigation
  - Reader: Allows end-users to easily customize the visual display of the page, including: zoom, contrast, and font.
  - Player: End-users may engage a Player utility that mirrors the features and functions of traditional screen reader software, allowing the user to engage with the web environment by using their keyboard (instead of a mouse) and listening to content instead of reading.

**3<sup>rd</sup> Party / Vendor Supplied  
Services - Accessibility  
Advocacy, Strategy and  
Remediation**

**3<sup>rd</sup> Party Accessibility Analysis and Feedback**

- Upon request, CivicPlus to provide Client with lists of 3<sup>rd</sup> Party vendors and summary analysis to communicate accessibility shortcomings and to allow Client to make informed decisions about any potential risks that may be

exposed in relying upon inaccessible vendor-supplied resources

**Phase III: Maintenance, Monitoring, and Continued Education/Training (Services delivered over the duration of engagement with AudioEye)**

*Annual Auditing*

**Comprehensive Compliance Reports**

- Upon request, CivicPlus to supply Client with annual, high-level Audit Summary Evaluations that demonstrate conformance status and compliance achievement & maintenance.

*Maintain / Monitor WCAG 2.0 AA Conformance*

**Compliance Monitoring**

- CivicPlus to conduct regular ongoing automated conformance evaluation scanning and continuous WCAG 2.0 AA testing conducted against dynamically generated site performance analysis.
- In the event conformance violations are re-introduced into Client environments, CivicPlus to remediate issues (via Dynamic Remediation Technology) or update Source Feedback Reports.

**AudioEye Trusted Certification**

- CivicPlus to deploy and promote the AudioEye Trusted Certification across Client's AudioEye enabled websites and web applications.
- By publishing the AudioEye Trusted Certification Statement (and badge), CivicPlus provides continuous and public validation of the accessibility compliance status and the ongoing fulfillment of the AudioEye Ally Managed Service process, including, if applicable, the deployment of the AudioEye Ally Toolbar. The AudioEye Trusted Certification reinforces the ongoing goal of maximizing and continually improving conformance with the informative guidance provided through the Web Content Accessibility Guidelines (WCAG) 2.0 Level AA Success Criteria.
- Certification is presented within the Ally Toolbar and/or stand-alone Customer Accessibility Statement; includes AudioEye Trusted Badge. As may be applicable, Certification statements may provide reference to Source Feedback Reports (which may be made available upon request) and/or outstanding known issues, which Civicplus is actively working to remediate.
- Certification consists of multiple phases (typically three phases). As a project progresses, CivicPlus will update the Certification Statement to coincide with the status of the collective efforts to more substantially conform with WCAG 2.0 AA.



## *Training*

### Quarterly Accessibility Training Webinars

- AudioEye to provide Accessibility Training for CivicPlus and Client via Quarterly Accessibility Training Webinars
- Includes unlimited seats for project stakeholders
- 1-hour Sessions may cover (but not limited to) the following topics:
  - Intro to Accessibility
  - Accessibility Essentials
  - Document Accessibility
  - Video Accessibility
- CivicPlus will inform Client of the Dates for Quarterly Training Seminars

CivicPlus shall also provide the following additional AudioEye Services, which shall consist of the following deliverables:

## **ASSUMPTIONS**

To streamline communication during the project, Client will be assigned a project manager who will be responsible for the quality and timeliness of all deliverables. The project manager will oversee each Client project, will track the progress of each project, and will be available to escalate concerns.

CivicPlus will train key Reseller stakeholders to fully understand and leverage the capabilities of the SaaS Service.

Website/Platform updates or structural changes that impact existing CSS ID/Class Selector Attributes may require re-configuration and subsequent testing that demands a level of effort beyond the typical maintenance included under 'Phase III: Maintenance, Monitoring, and Continued Education/Training'.

To ensure compliance with ADA Title II/III, Section 504, Section 508 Information and Communication Technology, and any future changes in conjunction with ADA-related laws & guidelines, and any applicable state laws, AudioEye tests against internationally recognized W3C Web Content Accessibility Guidelines (WCAG) 2.0 Level AA Success Criteria. These tests are conducted through, both, automated and manual processes, which are facilitated and managed through the Digital Accessibility Platform.



CivicPlus engineers do not make any changes to the Client web environment that impact the visual display of the website. Required changes that impact visual display require collaboration with Client and any visual changes implemented through the Digital Accessibility Platform require sign-off from Client. In many cases, these changes are implemented by Client at the source. For deficiencies impacting visual display or site structure/features/functions, CivicPlus to obtain written permission from Client to provision the AudioEye JavaScript in order to apply fixes. CivicPlus nor its licensors shall not be held liable for delays impacting delivery timelines pertaining to Client supplying CivicPlus with written approvals.

For any compliance standard that cannot be attained through the application of fixes facilitated through the Digital Accessibility Platform and applied to the frontend website/application through the AudioEye JavaScript, CivicPlus collaborates with software/web designers/developers and recommends best practices for effective resolution to be applied at the source and/or through universal design standards. The combination of this collective and collaborative effort helps ensure usability for Client's site visitors and allows AudioEye to assign a full or partial conformance certification based on the standards tested. CivicPlus to provide the necessary tools and/or instruction, allowing Client to implement fixes within the product source ("Source Remediation"). As timelines for implementing Source Remediation is not controlled by CivicPlus, Client acknowledges and authorizes timeline changes resulting from deliverables controlled by the Client and outside the immediate control of CivicPlus.

For each project, the start date of Phase I of the implementation process is determined by CivicPlus.

The completion of Phases I and II of the Implementation Process is indicated by the elimination of Errors as defined through the Fix view within the Digital Accessibility Platform; elimination of Risks, Unverified, and Needs Review items may require additional time and, if necessary, any remaining items are to be addressed during the Maintenance Phase (Phase III).

CivicPlus shall issue a certification indicating that Client has a commitment to accessibility and inclusion in striving to maximize and continually improve conformance with the informative guidance supplied through W3C WCAG 2.0 Level AA Success Criteria and, if applicable, Section 508 Standards for Information and Communication Technology. If applicable, Certification Statements may indicate conformance exclusions and/or statements of partial conformance and/or reference to on-demand Source Feedback Reports to inform end-users about features/functions that do not conform to the target standard and/or remain a work in a progress.

Common Exclusions Resulting in Conformance Clarifications as documented through Source Feedback Reports include: Flash Objects, Highly Visual/Dynamic Display Widgets/Modules, High Volume Dynamically Generated Content, Maps, Inaccessible PDFs, Videos without Captioning and/or Audio Descriptions, and 3<sup>rd</sup> Party Content.

## **CLIENT RESPONSIBILITIES**

For each domain being provisioned with AudioEye ("Active Enablement"), Client to assign designated Project Owner in charge of processing Source Remediation Requests as they are provided from CivicPlus. As Client resources may be limited, Client to prioritize Active Enablement and notify CivicPlus if/when Active Enablement should commence or, if deemed necessary by Client, pause to allow Client resources to address said requests.

Client will identify a project lead to function as a single point of contact for the project.

Client will make all reasonable efforts to educate CivicPlus on the specific technical constraints of its Web environment, including details about its publication and hosting environments. Additionally, Client will provide comprehensive feedback on interim deliverables regarding the feasibility or difficulty to implement accessibility features of the AudioEye Ally Platform so as to minimize unnecessary work and streamline production efforts.

Client to provide advanced notification to CivicPlus prior to implementing AudioEye JavaScript within their web environments, including but not limited to Client's Production, Staging, UAT, Development, and/or Sandbox environment(s).

Client will provide CivicPlus with feedback, comments, approvals and acceptance on all deliverables in a timely manner.

If Client receives a legal demand letter or is served a legal notice, during their SaaS Subscription, Client may request an Auditor Notification Letter to inform Plaintiff of the proactive steps already taken and being taken by Client to ensure Digital Inclusion. After having reviewed the bona fides supplied through the Auditor Notification Letter, should Plaintiff continue to pursue their legal efforts, Client may request Consulting or Legal Support Services, which may be separate from and in addition to the Services included in this Scope of Work.

## **CHANGE CONTROL PROCEDURES**

To make a change to this SOW, Client will submit a written request to CivicPlus specifying the proposed changes in detail. CivicPlus will submit to Client an estimate of the charges and the anticipated changes in the delivery schedule that will result from the proposed change in the services ("Change Order") stated within this SOW. CivicPlus will continue performing the services in accordance with this SOW until the parties agree in writing on the change in scope of work, scheduling, and fees therefore. Any Change Order shall be agreed to by the parties in writing prior to implementation. No additional fees shall be incurred without prior written authorization from CivicPlus and Client.



## Master Services Agreement

**THIS Master Services Agreement ("Agreement")** is agreed to by and between CivicPlus, Inc., d/b/a CivicPlus ("CivicPlus") and Pembroke Pines, FL ("Client") (referred to individually as "Party" and jointly as "Parties") and shall be effective as of the later date of signing indicated at the end of this Agreement ("Effective Date").

### RECITALS

- I. **WHEREAS**, CivicPlus is engaged in the business of developing, marketing and selling custom community engagement and government management platforms and services that include but are not limited to web sites, web interfaces and portals and proprietary software systems and associated modules; in addition to project development, design, implementation, support and hosting services for same;
- II. **WHEREAS**, Client wishes to engage in a relationship with CivicPlus for such services and/or license for the development and use of proprietary software developed and owned by CivicPlus;
- III. **WHEREAS**, Client and CivicPlus have agreed to certain terms as set forth in this Agreement by this written instrument duly executed by the Parties;

**NOW, THEREFORE**, Client and CivicPlus agree as follows:

### Term & Termination

1. This Agreement shall commence on the date set forth below and shall remain in full force and effect during the term of any associated or attached Statement of Work ("SOW") between CivicPlus and Client. This Agreement and any associated or attached SOW will continue under the conditions set forth herein until terminated by either Party as specifically authorized herein.
2. Termination for Convenience: This Agreement may be terminated by the Client for convenience, upon sixty (60) business days or written notice by the termination Party to the other Party for such termination in which event CivicPlus shall be paid its compensation for services performed to termination date, including services reasonably related to termination. In the event that CivicPlus abandons this Agreement or causes it to be terminated, CivicPlus shall indemnify Client against loss pertaining to this termination.

In addition to all other remedies available to the Client, this Agreement shall be subject to cancellation by the Client for cause, should CivicPlus neglect or fail to perform or observe any of the terms, provisions conditions, or requirements herein contained, if such neglect or failure shall continue for a period of thirty (30) days after receipt by CivicPlus of written notice of such neglect or failure.

3. Upon termination of this Agreement or any associated or attached SOW, the licenses granted for such relevant SOW by Section 15, below, will terminate; Client shall cease all use of the CivicPlus Property (as defined herein) associated with the terminated SOW.
4. Notwithstanding the above, in the event this Agreement or any SOW is terminated, for any reason, prior to payment in full being made by Client for work completed by CivicPlus, any outstanding invoices or future planned billing for the development of Client's chosen government management platform and/or services, as defined in the SOW ("Project Development"), shall immediately become due in full.

### Statements of Work

5. CivicPlus agrees to perform services and/or produce deliverables in accordance with the SOW in consideration of the fees owed by Client described in the same SOW. Multiple and successive SOW may be entered into and shall be attached hereto. Such SOWs are incorporated into this Agreement by reference and subject to the terms & conditions contained herein pursuant to Section 27.

### Invoicing & Payment Terms

6. Invoices shall be sent electronically to the individual/entity designated in the SOW's contact sheet, to be filled out and submitted by Client. Client shall provide accurate, current and complete information of Client's legal business name, address, email address, and phone number, and maintain and promptly update this information if it should change. Upon request CivicPlus will mail invoices, and the Client will be charged a \$5.00 convenience fee. All payments shall be governed by the Local Government Prompt Payment Act, as set forth in Part VII, Chapter 218, Florida Statutes. Payment is due 30 days from date of invoice. Unless otherwise limited by law, a finance charge of 1.5 percent (%) per month or



\$5.00, whichever is greater, will be added to past due accounts. Payments received will be applied first to finance charges, then to the oldest outstanding invoice(s).

7. If the Client's account exceeds 60 days past due, support will be discontinued until the Client's account is made current. If the Client's account exceeds 90 days past due, any work, subscription or hosting services described in any SOW will be discontinued, and the Client website, modules, interfaces or portals will no longer be active until the Client's account is made current. Client will be given 30 days' notice prior to discontinuation of services for non-payment,

8.

If the Client requests a change in the timeline set forth and agreed upon at the beginning of the services, and such change causes CivicPlus to incur additional expenses (i.e. airline change fees, consultant fees), Client agrees to reimburse CivicPlus for those fees. Such fees are not to exceed \$1,000 per CivicPlus resource per trip. CivicPlus shall notify Client prior to incurring such expenses and shall only incur those expenses which are approved by Client.

#### **Ownership & Content Responsibility**

9. Upon full and complete payment of submitted invoices for any SOW fees, Client will own the website graphic designs, webpage or software content, module content, importable/exportable data, and archived information as created by CivicPlus on behalf of Client pursuant to this Agreement ("Customer Content").
10. Upon completion of any SOW work or project, Client will assume full responsibility for website, software or module content maintenance and administration. Client, not CivicPlus, shall have sole responsibility for the accuracy, quality, integrity, legality, reliability, appropriateness, and intellectual property ownership or right to use of all Customer Content.
11. Client agrees that CivicPlus shall not migrate, convert, or port content or information that could reasonably be construed to be time-sensitive, such as calendar or blog content, in any SOW work or project
12. Client will make a reasonable attempt to work with CivicPlus, if requested, to create a news item to be released in conjunction with their project completion date. Client will provide CivicPlus with contact information for local and regional media outlets. CivicPlus may use the press release in any marketing materials as desired throughout the term of this Agreement.

#### **Intellectual Property & Ownership**

13. Intellectual Property of any software or other original works created by CivicPlus prior to the execution of this Agreement ("CivicPlus Property") will remain the property of CivicPlus. Client shall not (i) license, sublicense, sell, resell, reproduce, transfer, assign, distribute or otherwise commercially exploit or make available to any third party any CivicPlus Property in any way; (ii) modify or make derivative works based upon any CivicPlus Property; (iii) create Internet "links" to the CivicPlus Property software or "frame" or "mirror" any CivicPlus Property administrative access on any other server or wireless or Internet-based device; or (iv) reverse engineer or access any CivicPlus Property in order to (a) build a competitive product or service, (b) build a product using similar ideas, features, functions or graphics of any CivicPlus Property, or (c) copy any ideas, features, functions or graphics of any CivicPlus Property. The CivicPlus name, the CivicPlus logo, and the product and module names associated with any CivicPlus Property are trademarks of CivicPlus, and no right or license is granted to use them.
14. Provided Client complies with the terms and conditions herein, the relevant SOW, and license restrictions set forth in Section 14, CivicPlus hereby grants Client a limited, nontransferable, nonexclusive, license to access and use the CivicPlus Property associated with any valid and effective SOW associated with this Agreement, for the term of the respective SOW.

#### **Indemnification**

15. ~~To the extent permitted by the law of Client's state, Client and~~ CivicPlus shall defend, indemnify and hold the Client, its partners, employees, and agents harmless from and against any and all lawsuits, claims, demands, penalties, losses, fines, liabilities, damages, and expenses including attorney's fees of any kind, without limitation, arising out of the negligent actions and omissions, or intentionally malicious actions or omissions of CivicPlus or its partners, employees, and agents, directly associated with this Agreement and the operations and installation of software contemplated by this Agreement. This section shall not apply to the extent that any lawsuits, claims, demands, penalties, losses, fines, liabilities, damages, and expenses are caused by the negligence or willful misconduct on the part of the Client.

#### **Insurance**

16. The CivicPlus shall indemnify and hold harmless the CITY and its officers, employees, agents and instrumentalities from any and all liability, losses or damages, including attorneys' fees and costs of defense, which the CITY or its officers, employees, agents or instrumentalities may incur as a result of claims, demands, suits, causes of actions or proceedings of any kind or nature arising out of, relating to or resulting from the performance of this Agreement by the CivicPlus or its employees,



agents, servants, partners principals or subcontractors. CivicPlus shall pay all claims and losses in connection therewith and shall investigate and defend all claims, suits or actions of any kind or nature in the name of the CITY, where applicable, including appellate proceedings, and shall pay all costs, judgments, and attorney's fees which may issue thereon. CivicPlus expressly understands and agrees that any insurance protection required by this Agreement or otherwise provided by CivicPlus shall in no way limit the responsibility to indemnify, keep and save harmless and defend the CITY or its officers, employees, agents and instrumentalities as herein provided.

16.1 CivicPlus shall not commence work under this Agreement until it has obtained all insurance required under this paragraph and such insurance has been approved by the Risk Manager of the CITY nor shall CivicPlus allow any subcontractor to commence work on his subcontract until all similar such insurance required of the subcontractor has been obtained and similarly approved.

16.2 Certificates of Insurance, reflecting evidence of the required insurance, shall be filed with the City's Risk Manager prior to the commencement of this Agreement. Policies shall be issued by companies authorized to do business under the laws of the State of Florida. The insurance company shall be rated no less than "A" as to management, and no less than "Class VI" as to financial strength according to the latest edition of Best's Insurance Guide published by A.M. Best Company.

16.3 Policies shall be endorsed to provide the CITY thirty (30) days' notice of cancellation or CivicPlus shall obtain written agreement from its Agent to provide the CITY thirty (30) days' notice of cancellation.

16.4 Insurance shall be in force until all obligations required to be fulfilled under the terms of the Agreement are satisfactorily completed as evidenced by the formal acceptance by the CITY. In the event the insurance certificate provided indicates that the insurance shall terminate and lapse during the period of this Agreement, then in that event, CivicPlus shall furnish, at least forty-five (45) days prior to the expiration of the date of such insurance, a renewed certificate of insurance as proof that equal and like coverage for the balance of the period of the Agreement and extension thereunder is in effect. CivicPlus shall not commence nor continue to provide any services pursuant to this Agreement unless all required insurance remains in full force and effect. CivicPlus shall be liable to CITY for any lapses in service resulting from a gap in insurance coverage.

#### 16.5 REQUIRED INSURANCE

16.5.1 Comprehensive General Liability Insurance written on an occurrence basis including, but not limited to: coverage for bodily injury and property damage, personal & advertising injury, products & completed operations, and contractual liability. Coverage must be written on an occurrence basis, with limits of liability no less than:

1. Each Occurrence Limit - \$1,000,000
2. Fire Damage Limit (Damage to rented premises) - \$100,000
3. Personal & Advertising Injury Limit - \$1,000,000
4. General Aggregate Limit - \$2,000,000
5. Products & Completed Operations Aggregate Limit - \$2,000,000

Products & Completed Operations Coverage shall be maintained for two (2) years after the final payment under this contract.

**The City of Pembroke Pines must be shown as an additional insured with respect to this coverage. City's Additional Insured status shall extend to any coverage beyond the minimum requirements for limits of liability found herein.**

16.5.2 Worker's Compensation and Employers Liability Insurance covering all employees, and/or volunteers of CivicPlus engaged in the performance of the scope of work associated with this Agreement. In the case any work is sublet, CivicPlus shall require the subcontractors similarly to provide Workers Compensation Insurance for all the latter's employees unless such employees are covered by the protection afforded by CivicPlus. Coverage for the CivicPlus and his subcontractors shall be in accordance with applicable state and/or federal laws that may apply to Workers' Compensation Insurance with limits of liability no less than:

- |                           |              |                                   |
|---------------------------|--------------|-----------------------------------|
| 1. Workers' Compensation: | Coverage A – | Statutory                         |
| 2. Employers Liability:   | Coverage B   | \$500,000 Each Accident           |
|                           |              | \$500,000 Disease – Policy Limit  |
|                           |              | \$500,000 Disease – Each Employee |

If CivicPlus claims to be exempt from this requirement, CivicPlus shall provide CITY proof of such exemption along with a written request for CITY to exempt CivicPlus, written on CivicPlus letterhead.



16.5.3 Comprehensive Auto Liability Insurance covering all owned, non-owned and hired vehicles used in connection with the performance of work under this Agreement, with a combined single limit of liability for bodily injury and property damage no less than:

1. Any Auto (Symbol 1)  
Combined Single Limit (Each Accident) - \$1,000,000
2. Hired Autos (Symbol 8)  
Combined Single Limit (Each Accident) - \$1,000,000
3. Non-Owned Autos (Symbol 9)  
Combined Single Limit (Each Accident) - \$1,000,000

16.5.4 Professional Liability/Errors & Omissions Insurance, when applicable, with a limit of liability no less than \$1,000,000 per wrongful act. This coverage shall be maintained for a period of no less than two (2) years after final payment of the contract.

16.5.5 CYBER LIABILITY including Network Security and Privacy Liability with a limit of liability no less than \$1,000,000 per loss. Coverage shall include liability arising from: theft, dissemination and/or use of confidential information stored or transmitted in electronic form, unauthorized access to, use of, or tampering with computer systems, including hacker attacks or inability of an authorized third party to gain access to your services, including denial of service, and the introduction of a computer virus into, or otherwise causing damage to, a customer's or third person's computer, computer system, network, or similar computer-related property and the data, software and programs thereon. This coverage shall be maintained for a period of no less than three (3) years after final payment of the contract. The City of Pembroke Pines must be shown as an additional insured with respect to this coverage. Furthermore, the CITY'S Additional Insured status shall extend to any coverage beyond the minimum requirements for limits of liability found herein. Such

16.5.7 Sexual Abuse may not be excluded from any policy.

## 16.6 REQUIRED ENDORSEMENTS

- 16.6.1 The City of Pembroke Pines shall be named as an Additional Insured on each of the General Liability policies required herein
- 16.6.2 Waiver of all Rights of Subrogation against the CITY
- 16.6.3 30 Day Notice of Cancellation or Non-Renewal to the CITY
- 16.6.4 CivicPlus's policies shall be Primary & Non-Contributory
- 16.6.5 All policies shall contain a "severability of interest" or "cross liability" liability clause without obligation for premium payment of the CITY
- 16.6.6 The City of Pembroke Pines shall be named as a Loss Payee on all Property and/or Inland Marine Policies as their interest may appear.

16.7 CivicPlus shall name the CITY, as an additional insured on each of the General Liability policies required herein and shall hold the CITY, its agents, officers and employees harmless on account of claims for damages to persons, property or premises arising out of the services provided hereunder.

16.8 Any insurance required of CivicPlus pursuant to this Agreement must also be required by any subcontractor in the same limits and with all requirements as provided herein, including naming the CITY as an additional insured, in any work that is subcontracted unless such subcontractor is covered by the protection afforded by CivicPlus and provided proof of such coverage is provided to CITY. CivicPlus and any subcontractors shall maintain such policies during the term of this Agreement.

16.9 The City reserves the right to require any other additional types of insurance coverage and/or higher limits of liability it deems necessary based on the nature of work being performed under this Contract.

16.10 The insurance requirements specified in this Agreement are minimum requirements and in no way reduce any liability CivicPlus has assumed in the indemnification/hold harmless section(s) of this Agreement.

## Client Responsibilities

17. CivicPlus will not be liable for any act, omission of act, negligence or defect in the quality of service of any underlying carrier, licensor or other third-party service provider whose facilities or services are used in furnishing any portion of the service received by the Client.
18. CivicPlus will not be liable for any failure of performance that is caused by or the result of any act or omission by Client or any entity employed/contracted on the Client's behalf.



19. Client agrees that it is solely responsible for any solicitation, collection, storage, or other use of end-users' personal data on any website or online service provided by CivicPlus. Client further agrees that CivicPlus has no responsibility for the use or storage of end-users' personal data in connection with the website or the consequences of the solicitation, collection, storage, or other use by Client or by any third party of personal data.
20. To the extent it may apply to any service or deliverable of any SOW, user logins are for designated individuals chosen by Client ("Users") and cannot be shared or used by more than one User. Client will be responsible for the confidentiality and use of User's passwords and User names. Client will also be responsible for all electronic communications, including those containing business information, account registration, account holder information, financial information, Client data, and all other data of any kind contained within emails or otherwise entered electronically through any CivicPlus Property or under Client's account. CivicPlus will act as though Client will have sent any electronic communications it receives under Client's passwords, user name, and/or account number. Client shall use commercially reasonable efforts to prevent unauthorized access to or use of any CivicPlus Property and shall promptly notify CivicPlus of any unauthorized access or use of any CivicPlus Property and any loss or theft or unauthorized use of any User's password or name and/or user personal information.
21. Client shall comply with all applicable local, state, and federal laws, treaties, regulations, and conventions in connection with its use of any of the services or CivicPlus Property.

#### **Limitation of Liability**

22. CivicPlus' liability arising out of or related to this Agreement, or any associated SOW, will not exceed the amount allowed pursuant to applicable law.

#### **Force Majeure**

23. No party shall have any liability to the other hereunder by reason of any delay or failure to perform any obligation or covenant if the delay or failure to perform is occasioned by force majeure, meaning any act of God, storm, fire, casualty, unanticipated work stoppage, strike, lockout, labor dispute, civic disturbance, riot, war, national emergency, act of public enemy, or other cause of similar or dissimilar nature beyond its control.

#### **Taxes**

24. It is CivicPlus' policy to pass through sales tax in those jurisdictions where such tax is required. If the Client is tax-exempt, the Client must provide CivicPlus proof of their tax-exempt status, within fifteen (15) days of contract signing, and the fees owed by Client under this Agreement will not be taxed. If the Client's state taxation laws change, the Client will begin to be charged sales tax in accordance with their jurisdiction's tax requirements and CivicPlus has the right to collect payment from the Client for past due taxes.

#### **Other Documents**

25. The following, if applicable, are to be attached to and made part of this Agreement:
  - a. Exhibit A - Statement(s) of Work;
  - b. Service Agreement Sales Forms;
  - c. Service Agreements previously executed between the Parties; and
  - d. Custom Development / Retainer Agreement
26. In the event of conflict with an attachment to this Agreement, this main body of this Agreement will govern. Notwithstanding the foregoing, no SOW or other attachment incorporated into this Agreement after execution of this main body of this Agreement will be construed to amend this main body unless it specifically states its intent to do so and cites the section or sections amended.
27. This Agreement and all attachments hereto sets forth the entire agreement of the Parties and supersedes all prior or contemporaneous writings, negotiations, and discussions with respect to its subject matter.

#### **Interlocal Purchasing Consent**

28. With the prior approval of CivicPlus, which may be withheld for any or no reason within CivicPlus' sole discretion, this Agreement and any attached SOWs may be extended to any public entity in Client's home-state to purchase at the SOW prices and specifications in accordance with the terms stated herein.

#### **Miscellaneous Provisions**

29. The invalidity, in whole or in part, of any provision of this Agreement shall not void or affect the validity of any other provision of this Agreement.
30. No amendment, assignment or change to this Agreement or any included SOW shall be effective unless by a written





instrument executed by each of the Parties.

31. This Agreement may be executed in one or more counterparts. Each counterpart will be an original, but all such counterparts will constitute a single instrument.
32. Each person signing this Agreement represents and warrants that he or she is duly authorized and has legal capacity to execute and deliver this Agreement. Each Party represents and warrants to the other that the execution and delivery of the Agreement and the performance of such Party's obligations hereunder have been duly authorized and that the Agreement is a valid and legal agreement binding on such Party and enforceable in accordance with its terms.
33. Independent Contractor. This Agreement does not create an employee/employer relationship between the Parties. It is the intent of the parties that the CivicPlus is an independent contractor under this Agreement and not the Client's employee for all purposes, including but not limited to, the application of the Fair Labor Standards Act minimum wage and overtime payments, Federal Insurance Contribution Act, the Social Security Act, the Federal Unemployment Tax Act, the provisions of the Internal Revenue Code, the State Workers' Compensation Act, and the State unemployment insurance law. CivicPlus shall retain sole and absolute discretion in the judgment of the manner and means of carrying out CivicPlus' activities and responsibilities hereunder provided, further that administrative procedures applicable to services rendered under this Agreement shall be those of CivicPlus, which policies of CivicPlus shall not conflict with Client, State, H.U.D., or United States policies, rules or regulations relating to the use of CivicPlus' Funds provided for herein. CivicPlus agrees that it is a separate and independent enterprise from the Client, that it has full opportunity to find other business, that it has made its own investment in its business, and that it will utilize a high level of skill necessary to perform the work. This Agreement shall not be construed as creating any joint employment relationship between CivicPlus and the client and the Client will not be liable for any obligation incurred by CivicPlus, including but not limited to unpaid minimum wages and/or overtime premiums.
34. Venue. This Agreement shall be governed by the laws of the State of Florida as now and hereafter in force. The venue for actions arising out of or related to this Agreement shall be in Broward County, Florida.
35. Public Records. The City of Pembroke Pines is a public agency subject to Chapter 119, Florida Statutes. CivicPlus shall comply with Florida's Public Records Law. Specifically, CivicPlus shall:
  - 35.1 Keep and maintain public records required by the Client to perform the service;
  - 35.2 Upon request from the Client's custodian of public records, provide the Client with a copy of the requested records or allow the records to be inspected or copies within a reasonable time at a cost that does not exceed the cost provided in Chapter 119, Fla. State., or as otherwise provided by law;
  - 35.3 Ensure that public records that are exempt or that are confidential and exempt from public records disclosure requirements are not disclosed except as authorized by law for the duration of the the term of the Agreement and, following completion of the Agreement, CivicPlus shall destroy all copies of such confidential and exempt records remaining in its possession after CivicPlus transfers the records in its possession to the Client; and
  - 35.4 Upon completion of the Agreement, CivicPlus shall transfer to the Client, at no cost to the Client, all public records in CivicPlus' possession. All records stored electronically by CivicPlus must be provided to the Client, upon request from the Client's custodian of public records, in a format that is compatible with the information technology systems of the Client.
  - 35.5 The failure of CivicPlus to comply with the provisions set forth in this Article shall constitute a Default and Breach of this Agreement, for which, the Client may terminate the Agreement.

**IF CIVICPLUS HAS QUESTIONS REGARDING THE APPLICATION  
OF CHAPTER 119, FLORIDA STATUTES, TO CIVICPLUS' DUTY TO  
PROVIDE PUBLIC RECORDS RELATING TO THIS AGREEMENT  
CONTACT THE CUSTODIAN OF PUBLIC RECORDS AT: CITY  
CLERK; 601 CITY CENTER WAY, 4TH FLOOR, PEMBROKE PINES,  
FL 33026; (954) 450-1050; MGRAHAM@PPINES.COM [THIS BOLD**





**SECTION MUST BE CENTERED AND IN 14 POINT FONT]**

36. Severability. If any provision of this Agreement or application thereof to any person or situation shall to any extent, be held invalid or unenforceable, the remainder of this Agreement, and the application of such provisions to persons or situations other than those as to which it shall have been held invalid or unenforceable shall not be affected thereby, and shall continue in full force and effect, and be enforced to the fullest extent permitted by law.
37. Legal Representation. It is acknowledged that each Party was represented by counsel in the preparation of and contributed to the terms and conditions of this Agreement and, accordingly, the rule that a contract shall be interpreted strictly against the party preparing same shall not apply herein due to the joint contributions of both parties.
38. 38. Non-Discrimination. During the performance of the Agreement, neither CivicPlus nor its subcontractors shall discriminate against any employee or applicant for employment because of race, religion, color, gender, national origin, sex, age, marital status, political affiliation, familial status, sexual orientation, or disability, if qualified. CivicPlus will take affirmative action to ensure that employees are treated during employment, without regard to their race, religion, color, gender, national origin, sex, age, marital status, political affiliation, familial status, sexual orientation, or disability, if qualified. Such actions must include, but not be limited to, the following: employment, promotion, demotion or transfer, recruitment or recruitment advertising, layoff or termination; rates of pay or other forms of compensation; and selection for training, including apprenticeship. CivicPlus shall agree to post in conspicuous places, available to employees and applicants for employment, notices to be provided by the contracting officer setting forth the provisions of this nondiscrimination clause. CivicPlus further agrees that it will ensure that subcontractors, if any, will be made aware of and will comply with this nondiscrimination clause.
39. Scrutinized Companies. In accordance with Florida Statute 287.135, as amended, a company is ineligible to, and may not, bid on, submit a proposal for, or enter into or renew a contract with an agency or local governmental entity for goods or services if:
- 39.1 Any amount of, at the time of bidding on, submitting a proposal for, or entering into or renewing such contract, the company is on the Scrutinized Companies that Boycott Israel List, created pursuant to s. 215.4725 or is engaged in a boycott of Israel; or
- 39.2 One million dollars or more if, at the time of bidding on, submitting a proposal for, or entering into or renewing such contract, the company:
- 39.2.1 Is on the Scrutinized Companies with Activities in Sudan List or the Scrutinized Companies with Activities in the Iran Petroleum Energy Sector List, created pursuant to s. 215.473; or
- 39.2.2 Is engaged in business operations in Syria.
- 39.3 By submitting a bid, proposal or response, the company, principals or owners certify that they are not listed on the Scrutinized Companies with activities in Sudan List, Scrutinized Companies with activities in the Iran Petroleum Energy Sector List, or is engaged in business operations in Syria.
40. No Waiver of Sovereign Immunity. Nothing contained herein is intended to serve as a waiver of sovereign immunity by the Client or as a waiver of limits of liability or rights existing under Section 768.28, Florida Statutes.
41. Notice. Whenever CivicPlus desires to give notice unto the Client, it must be given by written notice, sent by certified United States mail, with return receipt requested, addressed to the party for whom it is intended and the remaining party, at the places last specified, and the places for giving of notice shall remain such until they shall have been changed by written notice in compliance with the provisions of this section. For the present, Client designates the following as the respective place for giving notice unto it:

CLIENT: Charles F. Dodge, City Manager  
City of Pembroke Pines  
601 City Center Way  
Pembroke Pines, FL 3305  
Telephone No.: (954) 450-1040



COPY TO: Samuel S. Goren, City Attorney  
Goren, Cherof, Doody & Ezrol, P.A.  
3099 East Commercial Blvd., Ste. 200  
Fort Lauderdale, FL 33308  
Telephone No. (954) 771-4500  
Facsimile No. (954) 771-4923

**Acceptance**

We, the undersigned, agreeing to the conditions specified in this document, understand and consent to the terms & conditions of this Agreement.

**Client**

**CivicPlus**

By:

*Charles F. Dodge*

By:

*Jeff Logan*

Name:

*Charles F. Dodge*

Name:

*Jeff Logan*

Title:

*City Manager*

Title:

*VP of Sales*

Date:

*2/27/2019*

Date:

*1/31/2019*

**Sign and E-mail the entire contract with exhibits to:**

[Contracts@CivicPlus.com](mailto:Contracts@CivicPlus.com)

Signature pages sent without the entire contract attached will not be accepted. We will e-mail a counter-signed copy of the contract back to you once we begin your project.

**CivicPlus does not require a physical copy of the contract, however, if you would like a physical copy of the contract, mail one (1) copy of the contract with original signature to:**

CivicPlus Contract Manager  
302 S. 4<sup>th</sup> Street, Suite 500  
Manhattan, KS 66502

Upon receipt of signed original, we will counter-sign and return the copy for your files.

APPROVED AS TO LEGAL FORM

*Julia Stahr*  
OFFICE OF THE CITY ATTORNEY  
DATED: *2/25/19*

**Exhibit A.1 - CivicPlus Statement of Work #1**

<b>Primary City Website and CivicEngage subscription</b>	
Ongoing recurring 48-month redesign, as described in Addendum 2	\$23,625.21
Hosting and subscription provided September 20, 2019 through January 31, 2020	
<b>Charter Schools Subsite and CivicEngage subscription</b>	
Hosting provided April 30, 2019 through January 31, 2020	\$4,740.81
<b>Intranet Subsite and CivicEngage subscription</b>	
Hosting provided February 1, 2019 through January 31, 2020	\$1,736.44
<b>CivicRec Subscription and Portal</b>	
Hosting provided September 20, 2019 through January 31, 2020	\$6,854.69
<b>2019 Total Annual Services</b>	
	<b>\$36,957.15</b>

- Performance and payment under this SOW shall be subject to the terms & conditions of the Agreement by and between Client and CivicPlus, to which this Statement of Work #1 (SOW #1) is hereby attached as Exhibit A.1.
- This SOW #1 shall remain in effect for an Initial Term beginning at signing and ending January 31, 2020. Client may renew under the terms and conditions of this Agreement by providing CivicPlus with 60 days' notice prior to the end of the Initial Term. Client acknowledges pricing containing herein reflects prorated portions of full annual fees, and CivicPlus likewise acknowledges receipt of partial payment on prorated annual fees.
- Annual Services shall be invoiced February 1, 2019. Annual services, including but not limited to hosting, support and maintenance services shall be subject to a 5% annual increase.
- If continuously renewed through February 1, 2021, Client shall be entitled to a no-cost redesign of the Primary City Website details noted in Addendum 1. Redesigns that include additional features not available on the original website may be subject to additional charges. Additional features include, but are not limited to, additional modules and integration of third-party software.
- Client allows CivicPlus to display a "Government Websites by CivicPlus" insignia, and web link at the bottom of their web pages. Client understands that the pricing and any related discount structure provided under this SOW #1 assumes such perpetual permission.
- The Client will be invoiced electronically through email. Upon request CivicPlus will mail invoices and the Client will be charged a \$5.00 convenience fee.

**Acceptance**

We, the undersigned, agreeing to the conditions specified in this document, understand and authorize the provision of services outlined in this Agreement.

**Client****CivicPlus**By: Charles F. DodgeBy: Jeff HagonName: Charles F. DodgeName: Jeff HagonTitle: City managerTitle: VP of SalesDate: 2.25.19Date: 1/31/2019

APPROVED AS TO LEGAL FORM

OFFICE OF THE CITY ATTORNEY

DATED: 2/25/19



## Addendum 1 to Exhibit A.1 - Redesign Details

### **CivicPlus Project Development Services & Scope of Services for CP Redesign**

- Design
  - New design for website layout and theme.
  - Content styling is updated to match theme.
  - Redesign of graphic button icons.
- Project Management
- Content
  - Migration of all existing content
  - Spelling and broken links will be checked and updated by content team where possible. Additional report will be provided to client.
  - Content will not be rewritten, reformatted or broken up.
  - New pages will not be created.
- Training
  - One (1) four (4) hour block virtual training for 2 people with a preset agenda that will be scheduled during the project.

**Addendum 2 to Exhibit A.1 – CivicEngage Hosting, Support and Service Level Agreement****Hosting Details**

<b>Data Center</b>	<ul style="list-style-type: none"><li>• Highly Reliable Data Center</li><li>• Managed Network Infrastructure</li><li>• On-Site Power Backup &amp; Generators</li><li>• Multiple telecom/network providers</li><li>• Fully redundant Network</li><li>• Highly Secure Facility</li><li>• 24/7/365 System Monitoring</li></ul>
<b>Hosting</b>	<ul style="list-style-type: none"><li>• Automated GCMS® Software Updates</li><li>• Server Management &amp; Monitoring</li><li>• Multi-tiered Software Architecture</li><li>• Server software updates &amp; security patches</li><li>• Database server updates &amp; security patches</li><li>• Antivirus management &amp; updates</li><li>• Server-class hardware from nationally recognized provider</li><li>• Redundant firewall solutions</li><li>• High performance SAN with N+2 reliability</li></ul>
<b>Bandwidth</b>	<ul style="list-style-type: none"><li>• Multiple network providers in place</li><li>• Unlimited bandwidth usage for normal business operations (does not apply in the event of a cyber attack)</li><li>• 22 Gb/s burst bandwidth</li></ul>
<b>Disaster Recovery</b>	<ul style="list-style-type: none"><li>• Emergency After-hours support, live agent (24/7)</li><li>• On-line status monitor at data center</li><li>• Event notification emails</li><li>• Guaranteed recovery TIME objective (RTO) of 8 hours</li><li>• Guaranteed recovery POINT objective (RPO) of 24 hours</li><li>• Pre-emptive monitoring for disaster situations</li><li>• Multiple data centers</li><li>• Geographically diverse data centers</li></ul>
<b>DDoS Mitigation</b>	<ul style="list-style-type: none"><li>• Defined DDoS Attack Process<ul style="list-style-type: none"><li>• Identify attack source</li><li>• Identify type of attack</li><li>• Monitor attack for threshold engagement</li></ul></li></ul>



## Support and Maintenance

### Support Services

CivicPlus' on-site support team is available from 7:00 am to 7:00 pm CT to assist clients with any questions, concerns or suggestions regarding the functionality and usage of CivicPlus' GCMS® and associated applications. The support team is available during these hours via CivicPlus' toll-free support number and e-mail. Support personnel will respond to calls as they arrive (under normal circumstances, if all lines are busy, messages will be returned within four hours; action will be taken on e-mails within four hours), and if Client's customer support liaison is unable to assist, the service escalation process will begin.

Emergency support is available 24-hours-a-day for designated, named Client points-of-contact, with members of both CivicPlus' project management and support teams available for urgent requests. Emergency support is provided free-of-charge for true emergencies (ie: website is down, applications are malfunctioning, etc.), though Client may incur support charges for non-emergency requests during off hours (ie: basic functionality / usage requests regarding system operation and management). The current discounted rate is \$175/hour.

CivicPlus maintains a customer support website that is accessible 24-hours-a-day with an approved client username and password.

### Service Escalation Processes

In the event that CivicPlus' support team is unable to assist Client with a request, question or concern, the issue is reported to the appropriate CivicPlus department.

Client requests for additional provided services are forwarded to CivicPlus' Client Care personnel.

Client concerns/questions regarding GCMS® or associated application errors are reported to CivicPlus' technical team through CivicPlus' issue tracking and management system to be addressed in a priority order to be determined by CivicPlus' technical team.

All other requests that do not meet these criteria will be forwarded to appropriate personnel within CivicPlus' organization at the discretion of the customer support liaison.

Included Services:	
Support	Maintenance of CivicPlus GCMS®
7 a.m. – 7 p.m. (CST) Monday – Friday (excluding holidays) 24/7 Emergency Support Dedicated Support Personnel Usability Improvements Integration of System Enhancements Proactive Support for Updates & Fixes Online Training Manuals Monthly Newsletters Routine Follow-up Check-ins CivicPlus Connection	Install Service Patches for OS System Enhancements Fixes Improvements Integration Testing Development Usage License





## CivicPlus Service Level Agreement

CivicPlus will use commercially reasonable efforts to make the GCMS® available with a Monthly Uptime Percentage (defined below) of at least 99.9%, in each case during any monthly billing cycle (the "Service Commitment"). In the event CivicPlus does not meet the Service Commitment, you will be eligible to receive a Service Credit as described below.

### Definitions

- "Monthly Uptime Percentage" is calculated by subtracting from 100% the percentage of minutes during the month in which the GCMS, was "Unavailable." Monthly Uptime Percentage measurements exclude downtime resulting directly or indirectly from any Exclusion (defined below).
- "Unavailable" and "Unavailability" mean:
  - The HTML of the home page of the site is not delivered in 10 seconds or less 3 times in a row when tested from inside our network and returns a status of 200.
  - The Main page of the site returns a status other than 200 or 302 3 times in a row.
- A "Service Credit" is a dollar credit, calculated as set forth below, that we may credit back to an eligible account.

### Service Commitments and Service Credits

Service Credits are calculated as a percentage of the total charges paid by you (excluding one-time payments such as upfront payments) for the month, beginning with the first full month of service, in accordance with the schedule below.

#### Monthly Uptime Percentage

Less than 99.9%

#### Service Credit Percentage

1% of one month's fee

We will apply any Service Credits only against future payments otherwise due from you. Service Credits will not entitle you to any refund or other payment from CivicPlus. A Service Credit will be applicable and issued only if the credit amount for the applicable monthly billing cycle is greater than one dollar (\$1 USD). Service Credits may not be transferred or applied to any other account. Unless otherwise provided in the Client Agreement, your sole and exclusive remedy for any unavailability, non-performance, or other failure by us to provide the service is the receipt of a Service Credit (if eligible) in accordance with the terms of this SLA.

### Credit Request and Payment Procedures

To receive a Service Credit, you must submit a claim by opening a case with Support. To be eligible, the credit request must be received by us by the end of the second billing cycle after which the incident occurred and must include:

1. the words "SLA Credit Request" in the subject line;
2. the dates and times of each Unavailability incident that you are claiming;
3. the affected Site domains; and
4. Any documentation that corroborate your claimed outage.

If the Monthly Uptime Percentage of such request is confirmed by us and is less than the Service Commitment, then we will issue the Service Credit to you within one billing cycle following the month in which your request is confirmed by us. Your failure to provide the request and other information as required above will disqualify you from receiving a Service Credit.

### SLA Exclusions

The Service Commitment does not apply to any unavailability, suspension or termination of GCMS®, or any other GCMS® performance issues: (i) that result from a suspension; (ii) caused by factors outside of our reasonable control, including any force majeure event or Internet access or related problems beyond the demarcation point of CivicPlus; (iii) that result from any actions or inactions of you or any third party; (iv) that result from your equipment, software or other technology and/or third party equipment, software or other technology (other than third party equipment within our direct control); (v) that result from any maintenance as provided for pursuant to the Client Agreement; or (vi) arising from our suspension and termination of your right to use the GCMS® in accordance with the Client Agreement (collectively, the "SLA Exclusions"). If availability is impacted by factors other than those used in our Monthly Uptime Percentage calculation, then we may issue a Service Credit considering such factors at our discretion.

## Disaster Recovery Feature Service Commitment

CivicPlus will use commercially reasonable efforts to insure that in the event of a disaster that makes the Primary data center unavailable (defined below) Client site will be brought back online at a secondary data center (the "Service Commitment"). In the event CivicPlus does not meet the Service Commitment, you will be eligible to receive a Service Credit as described below.

### Definitions

- "Datacenter availability" is determined by inability to provide or restore functions necessary to support the Service. Examples of necessary functions include but are not limited Cooling, Electrical, Sufficient Internet Access, Physical space, and Physical access.
- A "Service Credit" is a dollar credit, calculated as set forth below, that we may credit back to an eligible account.
- Recovery Time Objective (RTO) is the most anticipated time it will take to bring the service back online in the event of a data center event.
- Recovery Point Objective (RPO) the amount of data lost that is considered acceptable.

### Service Commitments and Service Credits

Service Credits are calculated as a percentage of the total charges paid by you (excluding one-time payments such as upfront payments) for the month accordance with the schedule below.

#### Recovery Time Objective

8 Hours

#### Service Credit Percentage

10% of one month's fee

#### Recovery Point Objective

24 Hours

#### Service Credit Percentage

10% of one month's fee





# City of Pembroke Pines, FL

601 City Center Way  
Pembroke Pines, FL  
33025  
www.ppines.com

## Agenda Request Form

**Agenda Number: 11.**

**File ID:** 18-1436

**Type:** Purchase

**Status:** Passed

**Version:** 1

**Agenda  
Section:**

**In Control:** City Commission

**File Created:** 12/04/2018

**Short Title:** Accessibility Platform Audio Eye-Civic Plus  
Expansion

**Final Action:** 02/20/2019

**Title:** MOTION TO APPROVE THE AMENDMENT TO THE AGREEMENT BETWEEN CIVICPLUS, INC. (FORMERLY ICON ENTERPRISES, INC.), AND THE CITY OF PEMBROKE PINES TO ADD THE DIGITAL ACCESSIBILITY PLATFORM AUDIO EYE TO SUPPORT AND ADDRESS DIGITAL COMPLIANCE REQUIREMENTS FOR CITIZENS WITH DISABILITIES FOR ALL CITY HOSTED CIVICPLUS DELIVERED WEBSITES FOR A TWELVE MONTH PERIOD IN THE AMOUNT OF \$34,250 CITING "BEST INTEREST OF THE CITY" AS STATED IN SECTION 35.18(C)(8) OF THE CITY'S PROCUREMENT CODE.

**\*Agenda Date:** 02/20/2019

**Agenda Number:** 11.

**Internal Notes:** Addresses website compliance requestment for the vistors with disabilities.

**Attachments:** 1. AudioEye FL - Pembroke Pines Renewal, 2. SOW-Pembroke Pines 2019 AudioEye Signed

1 City Commission 02/20/2019 approve

Pass

**Action Text:** A motion was made by Commissioner Castillo, seconded by Commissioner Siple, to approve the agreement with Civic Plus to add the digital accessibility platform Audio Eye for citizens with disabilities in the best interests of the City. The motion carried by the following vote:

Aye: - 5 Mayor Ortis, Commissioner Castillo, Commissioner Schwartz,  
Commissioner Siple, and Vice Mayor Good Jr.

Nay: - 0

MOTION TO APPROVE THE AMENDMENT TO THE AGREEMENT BETWEEN CIVICPLUS, INC. (FORMERLY ICON ENTERPRISES, INC.), AND THE CITY OF PEMBROKE PINES TO ADD THE DIGITAL ACCESSIBILITY PLATFORM AUDIO EYE TO SUPPORT AND ADDRESS DIGITAL COMPLIANCE REQUIREMENTS FOR CITIZENS WITH DISABILITIES FOR ALL CITY HOSTED CIVICPLUS DELIVERED WEBSITES FOR A TWELVE MONTH PERIOD IN THE AMOUNT OF \$34,250 CITING "BEST INTEREST OF THE CITY" AS STATED IN SECTION 35.18(C)(8) OF THE CITY'S PROCUREMENT CODE.

#### **SUMMARY EXPLANATION AND BACKGROUND:**

1. On January 15, 2013 the City Commission approved the award of RFP #IT-12-01 "Electronic Communication Website Design and Content Management System" to Icon Enterprises, Inc. d/b/a CivicPlus. The purpose of the RFP was to provide the Technology Services Department with a Website and Content Management System including all software and related services for the setup, customization, installation, and implementation of the system which would be used on the City's website.
3. On August 3, 2016, the City Commission approved an amendment to the agreement for additional services requested by the Technology Services Department which included media center storage services, CivicMobile App, Active Directory Federation Services (ADFS), Intranet Subsite Services, and CivicSend.
4. On September 6, 2017, the City Commission approved an amendment to the agreement for additional services requested by the Recreation and Cultural Arts Department for a Recreational Management Software Program that assist the department with Facility Reservations, Activity Registrations, Membership Management, Point of Sale Management, League Management, Surveys, Financial Reporting, and a Mobile Public and staff experience.
5. According to the most recent U.S. census, more than 56 million people in the United States are living with a disability. As an organization that serves citizens, it is essential to an accessible website, and one that provides equitable access to news, information, and local resources.
6. The Technology Services Department has been researching the implementation of a Digital Accessibility Platform to support and address Digital Compliance requirements for citizens with disabilities using the All City Presented Websites.
7. CivicPlus, the City's website provider, has a Digital Accessibility Platform called Audio Eye. Audio Eye addresses the requirement of ensuring compliance by evaluating our websites PPines.com and PinesCharter.com using the Web Content Accessibility Guidelines (WCAG), an international standard that is backed by the World Wide Web Consortium (W3C) and the Web Accessibility Initiative (WAI).
  - Automated Testing conducted from the Audio Eye Digital Accessibility Platform.
  - Audio Eye Technology analyzes your website, identifies and fixes accessibility issues, and tracks outstanding errors that require manual intervention.
  - Compliance scan results of your website detailing your domain's current level of conformance with Web Content Accessibility Guidelines (WCAG) 2.0 and/or Section 508 legacy or 2018 Refresh.
  - Overview of specific issues that can be automatically fixed by integrating the Audio Eye solution into your website.

- Guidance pertaining to the specific WCAG 2.0 principles requiring attention and/or Section 508 legacy or 2018 Refresh.

8. The purchase of Audio Eye will include digital accessibility platform with unlimited scans, compliance review/support for both [www.PPines.com](http://www.PPines.com) <<http://www.PPines.com>> and [www.PinesCharter.net](http://www.PinesCharter.net) <<http://www.PinesCharter.net>> domains. The 12-month subscription for the products will cost \$34,250 annually.

9. The Technology Services Department has identified and selected Audio Eye Technology as the provider that can meet all of our needs. The solution provider works as additional software enhancement to our existing website solution provider Civic Plus and they share knowledge and insights to deliver this solution without any service related impact on the City or Schools.

10. Section 35.18(C)(8) Best Interest of the City states, "Purchases of and contracts for commodities or services are exempt from this section when the City Commission declares by a simple majority affirmative vote that the process of competitive bidding and competitive proposals is not in the best interest of the City. The City Commission shall make specific factual findings that support its determination, and such contracts shall not be placed on the City Commission consent agenda."

11. Based on the previously stated factual findings, the Technology Services Department recommends for City Commission to approve the purchase of Audio Eye Solution for website accessibility and compliance requirements for all city hosted Civic Plus delivered websites.

#### FINANCIAL IMPACT DETAIL:

- a) **Initial Cost:** \$34,250
- b) **Amount budgeted for this item in Account No:** \$34,250 is budgeted in 1-513-2002-46801 IT Maintenance Contracts
- c) **Source of funding for difference, if not fully budgeted:** Not Applicable.
- d) **5 year projection of the operational cost of the project:** Not Applicable.

	Current FY	Year 2	Year 3	Year 4	Year 5
Revenues					
Expenditures	\$34,250	\$34,250	\$34,250	\$34,250	\$34,250
Net Cost					

- e) **Detail of additional staff requirements:** Not Applicable





# CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)

2/1/2019

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 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).

<b>PRODUCER</b> C&W Insurance 555 Poyntz Avenue, Suite 205 P.O. Box 1989 Manhattan KS 66505-1989		<b>CONTACT NAME:</b> Brooke Steiner <b>PHONE (A/C, No, Ext):</b> (785) 537-1600 <b>FAX (A/C, No):</b> (785) 537-1657 <b>E-MAIL ADDRESS:</b> bsteiner@charlsonwilson.com	
<b>INSURED</b> CivicPlus, Inc. 302 S. 4th Street, Suite 500 Manhattan KS 66502		<b>INSURER(S) AFFORDING COVERAGE</b> <b>INSURER A:</b> Great Northern Insurance Company 20303 <b>INSURER B:</b> Federal Insurance Company 20281 <b>INSURER C:</b> Chubb Indemnity Insurance Company 12777 <b>INSURER D:</b> <b>INSURER E:</b> <b>INSURER F:</b>	

**COVERAGES**

CERTIFICATE NUMBER: Master 2018-2019

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 checked="" type="checkbox"/>	<input checked="" type="checkbox"/>	3602-53-12	5/17/2018	5/17/2019	EACH OCCURRENCE \$ 2,000,000
	<input type="checkbox"/> CLAIMS-MADE <input checked="" type="checkbox"/> OCCUR						DAMAGE TO RENTED PREMISES (Ea occurrence) \$ 2,000,000
							MED EXP (Any one person) \$ 10,000
							PERSONAL & ADV INJURY \$ 1,000,000
	GEN'L AGGREGATE LIMIT APPLIES PER						GENERAL AGGREGATE \$ 2,000,000
	<input checked="" type="checkbox"/> POLICY <input type="checkbox"/> PRO-JECT <input type="checkbox"/> LOC						PRODUCTS - COMP/OP AGG \$ 2,000,000
	OTHER			3602-53-12			Technology E & O \$ 3,000,000
B	<b>AUTOMOBILE LIABILITY</b>	<input checked="" type="checkbox"/>	<input checked="" type="checkbox"/>	(18) 7358-87-92	5/17/2018	5/17/2019	COMBINED SINGLE LIMIT (Ea accident) \$ 1,000,000
	<input checked="" type="checkbox"/> ANY AUTO						BODILY INJURY (Per person) \$
	<input type="checkbox"/> ALL OWNED AUTOS						BODILY INJURY (Per accident) \$
	<input type="checkbox"/> HIRED AUTOS						PROPERTY DAMAGE (Per accident) \$
	<input type="checkbox"/> SCHEDULED AUTOS						\$
	<input type="checkbox"/> NON-OWNED AUTOS						\$
B	<input checked="" type="checkbox"/> UMBRELLA LIAB <input checked="" type="checkbox"/> OCCUR	<input type="checkbox"/>	<input type="checkbox"/>	7989-49-14	5/17/2018	5/17/2019	EACH OCCURRENCE \$
	<input type="checkbox"/> EXCESS LIAB <input type="checkbox"/> CLAIMS-MADE						AGGREGATE \$ 5,000,000
	<input type="checkbox"/> DED <input type="checkbox"/> RETENTION \$						\$
C	<b>WORKERS COMPENSATION AND EMPLOYERS' LIABILITY</b>	<input checked="" type="checkbox"/>	<input checked="" type="checkbox"/>	(19) 7174-92-49	5/17/2018	5/17/2019	<input checked="" type="checkbox"/> PER STATUTE <input type="checkbox"/> OTH-ER
	ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH)						E L EACH ACCIDENT \$ 1,000,000
	If yes, describe under DESCRIPTION OF OPERATIONS below						E L DISEASE - EA EMPLOYEE \$ 1,000,000
							E L DISEASE - POLICY LIMIT \$ 1,000,000
B	Director & Officers			8242-9361	5/17/2018	5/17/2019	General Aggregate \$1,000,000
A	Cyber Liability			3602-53-12	5/17/2018	5/17/2019	General Aggregate \$3,000,000

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

**CERTIFICATE HOLDER****CANCELLATION**

The City of Pembroke Pines 601 City Center Way Pembroke Pines, FL 33025	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 Brooke Steiner/DAD <i>Brooke Steiner</i>

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