



Contract Information

Contact Information

Organization

URL

Village of Wellington

Street Address 12300 Forest Hill Blvd.

Address 2

City

Wellington

State

FL

Postal

Code

33414

CivicPlus provides telephone support for all trained clients from 7am - 7pm Central Time, Monday-Friday (excluding holidays). Emergency Support is provided on a 24/7/365 basis for representatives named by the Client. Client is responsible for ensuring CivicPlus has current updates.

Emergency Contact & Mobile Phone

William Silliman, CIO, (561) 753-5265, cell (561) 376-0627

Emergency Contact & Mobile Phone

Camilo Campo, Asst. CIO, (561) 753-2478, cell (954) 643-7359

Emergency Contact & Mobile Phone

Ian Ambinder, (561) 753-2551, cell (561) 859-3452

Billing Contact

Tisa Bracey

E-Mail

Financial Services@wellingtonfl.gov

Phone

(561) 791-4017

Ext.

Fax

Billing Address

12300 Forest Hill Blvd.

Address 2

City

Wellington

ST

FL

Postal

Code

33414

Tax ID #

65-0645105

Sales Tax

Exempt #

Account

85-8012582711C-6

Billing Terms Annual

Rep

Info Required on Invoice (PO or Job #)

Contract Contact

Tanya QuicKel

Email

tquicKel@wellingtonfl.gov

Phone

(561) 791-4113

Ext.

Fax

Project Contact

Christine Wadleigh

Email

C.Wadleigh@wellingtonfl.gov

Phone

(561) 791-4111

Ext.

Fax



GSA Statement of Work for **Wellington, FL**
GSA Contract GS-35F-0124U

GSA CivicPlus Statement of Work

Labor Category	GSA Hourly Rate with IFF	Hours	Total Cost
Website Consultant	\$149.01	8	\$1,192.08
Project Manager	\$135.86	60	\$8,151.60
Network Consultant	\$135.86	0	\$0.00
Wireless Network Technician	\$135.86	0	\$0.00
Programmer	\$131.48	106	\$13,936.88
Graphic Designer	\$109.57	84	\$9,203.88
Writer	\$109.57	0	\$0.00
Server and Network Technician	\$109.57	119	\$13,038.83
Trainer	\$109.57	24	\$2,629.68
PC Technician	\$89.41	0	\$0.00
Content Developer	\$80.64	192	\$15,482.88
Subtotal			\$63,635.83
Discount			(\$235.83)
Total First Year Fee			\$63,400.00

Project Implementation and Deployment

- Setup of CivicRec Recreation Management Software
- Project development including project management and system integration/data migration
- Merchant account set-up with approved merchant provider
- Future Facility Reservation Import
- 8 hours virtual consulting
- 8 hours virtual training for up to 6 Client staff members
- 2 Days onsite training for up to 12 Client staff members
- CivicRec GIS Integration
- CivicRec Financial Accounting Extract
- First Year Annual Services

\$63,400

Total First Year Fees \$63,400.00

Second Year Annual Services Fees (Includes Subscription, Support and Maintenance)

Billed 12 months from SOW signing, subject to 5% annual increase beginning with the 3rd year of service

\$37,500.00

1. Performance and payment under this Statement of Work ("SOW") by and between Wellington, Florida ("Client") and CivicPlus ("CivicPlus") shall be subject to the terms & conditions of the Agreement by and between the General Services Administration and CivicPlus.
2. **This SOW shall remain in effect for an initial term of one year (12 months) (the "Initial Term") from signing. In the event that neither party gives 60 days' notice to terminate prior to the end of the initial or any subsequent renewal term, this SOW will automatically renew for an additional 1-year Renewal Term.**
3. 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).



GSA Statement of Work for Wellington, FL

GSA Contract GS-35F-0124U

4. The Total First Year Fees shall be invoiced as follows:
 - a. Upon signing of this SOW – one half of the Total First Year Fees;
 - b. The earlier of 6 months from signing or upon completed implementation of the CivicRec Recreation Management Software – the remaining half of the Total First Year Fees.
5. Annual Services Fees shall be invoiced on the date of signature of relevant calendar years beginning 12 months from signing, and occurring every 12 months thereafter. Annual services, including but not limited to hosting, support and maintenance services, shall be subject to a 5% annual increase beginning in Year 3 of service.
6. The Client's Annual Services Fees agreed upon herein are based on Client processing up to \$2,500,000 of revenue per year ("Predicted Processing Volume"). Starting with the first renewal year of this SOW (following the completion of the 4 year Initial Term), CivicPlus reserves the right (but not the obligation) to audit Client once every 12 months to determine Client's actual processing volume ("Actual Processing Volume"). In the event Client's Actual Processing Volume exceeds the Predicted Processing Volume, CivicPlus will notify client within 30 days of the audit of the Actual Processing Volume and the applicable increase in the Annual Fees resulting from such Actual Processing Volume. The increase in the Annual Fees shall be implemented the first of the month following the notice.
7. All amounts owed to CivicPlus hereunder are fully-earned upon provision of the Services Provided, as described in Addendum 1, and are not subject to withholding or off-set in any manner whatsoever, such amounts are non-refundable upon payment subject only to a clear demonstration of an accounting error. Client expressly acknowledges and agrees that Client is familiar with the proposed Services Provided and CivicPlus' billing process.
8. For the purposes of obtaining merchant account services through CP Pay, Client may utilize the designated merchant account for CivicRec through an integrated partnership with OpenEdge ("CP Pay Merchant"). In the event Client chooses CP Pay Merchant, Client will enter into a merchant account agreement with OpenEdge. Such agreement's terms and conditions will solely enure to the benefit and obligation of Client; CivicPlus shall not be a party to such agreement. In the event Client chooses CP Pay Merchant, CivicPlus will facilitate Client and CP Pay Merchant communication for contracting purposes and shall integrate the CP Pay Merchant account processor at no charge to Client. Client agrees to comply with all terms and conditions of the resulting merchant account agreement and pay all fees required to maintain the services. If Client desires to use an integrated merchant account processor gateway besides the designated CP Pay Merchant, an integration fee will be included in Client's implementation fees. Client agrees to comply with all terms and conditions of the resulting merchant account agreement and pay all fees required to maintain the services. Client acknowledges that the fees set forth in this SOW do not include any transaction, processing or other fees imposed by Client's merchant account processor. Client is fully responsible for their relationship with their selected processor. In no event will CivicPlus: (i) take part in negotiations, (ii) pay any fees incumbent on the Client or merchant account, or (iii) acquire any liability for the performance of services of any chosen merchant account processor, including CP Pay Merchant.
9. When Client uses CP Pay, then Client may take online credit card payments for certain services or products they provide via the Client websites supported by CivicPlus. As such, through CP Pay, CivicPlus facilitates an automated process for redirecting credit card payments to Client's chosen payment gateways / merchant account processors. For card payments, CivicPlus will redirect any payments processing to the Client's merchant account processor gateway, and the merchant account processor gateway presents the payment form page and processes the card payment. CivicPlus does not transmit, process or store cardholder data and does not present the payment form. CivicPlus implements and maintains PCI compliant controls for the system components and applications that provide the redirection services only.
10. If a client change in timeline causes CivicPlus to incur additional expenses (i.e. airline change fees), Client agrees to reimburse CivicPlus for those fees. 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.
11. Upon full and complete payment of submitted invoices for the Project Development and launch of the website, Client will own the Customer Content (defined as website graphic designs, the page content, all module content, all importable/exportable data, and all archived information).



GSA Statement of Work for **Wellington, FL** GSA Contract GS-35F-0124U

12. Upon completion of the development of the site, Client will assume full responsibility for website content maintenance and content 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.
13. 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.

Intellectual Property

14. Intellectual Property of any software or other original works created by CivicPlus prior to the execution of this SOW ("CivicPlus Property") will remain the property of CivicPlus.
15. Client shall not (i) license, sublicense, sell, resell, 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.

Taxes

16. 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 this SOW 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.

Indemnification

17. Client and CivicPlus shall defend, indemnify and hold the other Party harmless, its partners, employees, and agents 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, in connection with the operations of and installation of software contemplated by this SOW, or otherwise arising out of or in any way connected with the CivicPlus provision of service and performance under this SOW. This section shall not apply to the extent that any loss or damage is caused by the gross negligence or willful misconduct on the part of either party. Nothing herein shall be construed as modifying or waiving the provisions of Florida Statute section 768.28, or as waiving the doctrine of sovereign immunity, nor shall this agreement be construed as consent by Client to be sued by third parties."

Liabilities

18. CivicPlus will not be liable for any act, omission of act, negligence or defect in the quality of service of any underlying carrier or other service provider whose facilities or services are used in furnishing any portion of the service received by the Client.
19. 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.
20. Client agrees that it is solely responsible for any solicitation, collection, storage, or other use of end-users' Personal Data on the website. 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.

Miscellaneous

21. CivicPlus' constituent service software applications are built to be compliant to ADA (Section 508) and WCAG 2.0 A and AA levels. CivicPlus recognizes that compliance is not an exact standard with varied interpretations and recommended guidelines which are evolving. This means that CivicPlus regularly employ a continuous improvement approach to product compliance with three key components:

- Assessment: Cadence to evaluate products through analysis of third-party scans, customer community enhancement requests, public feedback, and regulatory review.
- Mitigation Requirements Scoping: Product development changes defined and documented to improve system accessibility.
- Enhancement Release and Implementation: Deployment and announcement of code-based changes to upgrade product functionality

Accessibility is a shared responsibility between CivicPlus and CivicPlus' clients, which this ADA Approach Article (<https://www.platform.civicplus.help/hc/en-us/articles/360033837393>) outlines.

- ADA Compliance – CivicPlus shall use its best efforts to ensure ADA compliance through AudioEye will be provided and fully functional for this installation during by the end of 2020.
- Failure to provide ADA Compliance through AudioEye for this installation by the end of 2020 may result in cancellation without monetary fine and with no further monies due as provided by the contract.



Acceptance

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

Client

CivicPlus

By:

By:

Name: Anne Gerwig

Name: Jeff Logan

Title: Mayor

Title: Vice President of Sales

Date: 3-17-2020

Date: 3/18/2020



Addendum 1 to Exhibit A.1 – Services Provided

Services provided by CivicPlus to the Client under this agreement include the following:

- Access – CivicPlus hereby grants a nonexclusive license during the term of the Agreement for the Client and patrons of the Client recreational programming to access, use and display CivicPlus' online registration service (the "Portal"). Excluding occasional maintenance, the Software shall be available 24 hours per day, seven days per week with a guaranteed uptime of 99%. The Portal is accessible via the public Internet from any PC with an Internet connection. There is no limit to the number of organization users and participants that can enroll using the Portal.
- Online Registration – The CivicPlus registration engine through which the Portal is accessed can be integrated with Client's website. CivicPlus will format a registration page to match the colors and theme of the rest of Client's website. Client would then display a link on its own page that would seamlessly redirect the user to a secure page on the CivicPlus server.
- Documentation - All CivicPlus startup and user's guides are maintained electronically in the system and can be accessed through the "Help Center" from within CivicPlus. CivicPlus does not provide paper copies of its guides and help files.
- Data Backups – CivicPlus currently performs backups daily of all of its data (6:00 AM). In case of emergency, CivicPlus may restore data to the point of the previous backup.
- Enhancements – New features will be added to CivicRec throughout the term of this Agreement. Client will have full access to all of these new features without additional charge. Client is also encouraged to submit change requests as they see opportunities for improvement. CivicPlus will attempt to implement any and all changes that improve the value of CivicPlus to all of our Clients at no charge. Notwithstanding the foregoing, all custom work will be estimated and agreed upon in writing by the parties hereto prior to work start.
- Client Support – CivicPlus shall provide an online utility for problem reports and change requests. Client may also reach CivicPlus by phone at 1-800-335-1863 between the hours of 7:00 AM and 7:00 PM Central Standard Time, Monday through Friday and excluding national holidays. E-mail support is also available at support@CivicPlus.com. Non-emergency after-hours support may be subject to additional fees. Emergencies will be handled as soon as possible. Enhancement requests will be queued based on priority and implemented on a schedule. CivicPlus shall have sole and absolute discretion as to whether support requests exceed reasonable use or exceed the scope of services outlined in this Agreement.
- Data – In the event Client no longer wishes to use CivicPlus, CivicPlus will export Client data based on a requested format (in most cases). If the data exporting request is initiated by Client, additional fees may apply. All work will be estimated and agreed upon in writing by the parties hereto prior to work start.