

RESOLUTION NO. 22-12-142

A RESOLUTION OF THE VILLAGE COUNCIL OF ISLAMORADA, VILLAGE OF ISLANDS, FLORIDA, APPROVING THE PURCHASE OF SUBSCRIPTION-BASED SOFTWARE INFORMATION TECHNOLOGY ARRANGEMENTS FROM CIVICPLUS, LLC; AUTHORIZING THE VILLAGE MANAGER TO EXECUTE NECESSARY DOCUMENTS; PROVIDING FOR A WAIVER OF COMPETITIVE BIDDING; AUTHORIZING THE VILLAGE MANAGER TO EXPEND BUDGETED FUNDS; APPROVING A BUDGET AMENDMENT; AND PROVIDING FOR AN EFFECTIVE DATE

WHEREAS, CivicPlus, LLC, is a web development business headquartered in Manhattan, Kansas, which specializes in "building city and county e-government communication systems;" and

WHEREAS, CivicPlus, LLC, owns Municode, which is the Village's vendor for codification of its Code of Ordinances and hosting of its Charter, Code of Ordinances, and Comprehensive Plan on the Municode website for public access; and

WHEREAS, CivicPlus, LLC, offers the CivicClerk subscription-based software application for agenda and minutes preparation and management, CPMedia for meeting streaming services, and CivicEngage for website development and hosting; and

WHEREAS, CivicPlus, LLC, is willing to provide access to its subscription-based online applications to the Village for not-to-exceed amount of Thirty-six Thousand and no/100 Dollars (\$36,000.00) for a one (1) year period; and

WHEREAS, the Village Council finds that engagement of CivicPlus, LLC, and a waiver of competitive bidding to provide the above-listed applications is in the best interests of the Village.

**NOW, THEREFORE, BE IT RESOLVED BY THE VILLAGE COUNCIL OF ISLAMORADA,
VILLAGE OF ISLANDS, FLORIDA, AS FOLLOWS:**

Section 1. **Recitals.** The above recitals are true and correct and incorporated into this Resolution by this reference.

Section 2. **Approval of Purchase.** The Village Council hereby approves the engagement of CivicPlus, LLC, to provide access to the CivicClerk, CPMedia, and CivicEngage subscription-based software applications at a cost not to exceed Thirty-seven Thousand Five Hundred and no/100 Dollars (\$37,500.00,) as set forth in the proposals attached as Exhibit "A."

Section 3. **Authorization of Village Officials.** The Village Manager and/or his designee and the Village Attorney are authorized to take all actions necessary to implement the terms and conditions of the purchases.

Section 4. **Execution of Documents.** The Village Manager and the Village Attorney are hereby authorized to execute any required documents on behalf of the Village and authorized to implement the terms and conditions of any documents necessary to effectuate the purchase.

Section 5. **Waiver of Competitive Bidding.** In accordance with Section 2-328(1) of the Village Code, the Village Council waives the competitive bidding purchasing provision of the Village Code.

Section 6. Authorization of Fund Expenditure. Notwithstanding the limitations imposed upon the Village Manager pursuant to the Village's Purchasing Procedures Ordinance, the Village Manager is hereby authorized to expend budgeted funds for the purchases.

Section 7. Authorization of Budget Amendment. The Village Council approves the use of General Fund Revenues, including ad valorem taxes, for the purchases, and the Village Council approves a corresponding budget amendment up to \$25,000.00 to adjust the Dues and Subscriptions account in the Village Manager Department budget and a corresponding budget amendment up to \$12,500.00 to adjust the Dues and Subscriptions account in the Village Clerk Department budget for FY 22-23.

Section 8. Effective Date. This Resolution shall take effect immediately upon adoption.


Motion to adopt by Council Member Mark Gregg, second by Vice Mayor Sharon Mahoney

PASSED AND ADOPTED ON THIS 6th DAY OF DECEMBER 2022.

FINAL VOTE AT ADOPTION

VILLAGE COUNCIL OF ISLAMORADA, VILLAGE OF ISLANDS

Council Member Mark Gregg	<u>Yes</u>
Council Member Elizabeth Jolin	<u>Yes</u>
Council Member Sharon Mahoney	<u>Yes</u>
Council Member Joseph B. Pinder III	<u>Yes</u>
Council Member Henry Rosenthal	<u>Yes</u>

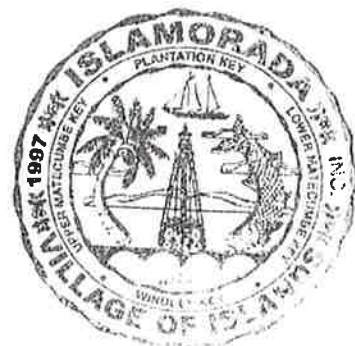

JOSEPH B. PINDER III , MAYOR

ATTEST:


MARNE MCGRATH, VILLAGE CLERK

APPROVED AS TO FORM AND LEGALITY
FOR THE USE AND BENEFIT OF
ISLAMORADA, VILLAGE OF ISLANDS ONLY


JOHN J. QUICK, INTERIM VILLAGE ATTORNEY



**CivicPlus**

302 South 4th St. Suite 500
Manhattan, KS 66502
US

Quote #:

Q-29307-1

Date:

9/14/2022 12:02 PM

Expires On:

12/31/2022

Client:

ISLAMORADA, FLORIDA

Bill To:

ISLAMORADA, FLORIDA

SALESPERSON	Phone	EMAIL	DELIVERY METHOD	PAYMENT METHOD
Elizabeth Vesta	x	elizabeth.vesta@civicplus.com		Net 30

QTY	PRODUCT NAME	DESCRIPTION	PRODUCT TYPE
1.00	Annual - CivicEngage Central	Annual - CivicEngage Central	Renewable
1.00	CivicEngage Year 1 Annual Fee Discount	Year 1 Annual Fee Discount	Renewable
1.00	Hosting & Security Annual Fee - CivicEngage Central	Hosting & Security Annual Fee - CivicEngage Central	Renewable
1.00	CivicEngage Year 1 Annual Fee Discount	Year 1 Annual Fee Discount	Renewable
1.00	SSL Management – CP Provided Only	SSL Management – CP Provided Only 1 per domain (Annually Renews)	Renewable
1.00	CivicEngage Year 1 Annual Fee Discount	Year 1 Annual Fee Discount	Renewable
1.00	DNS and Domain Hosting Setup (http://URL)	DNS and Domain Hosting Setup (https://www.islamorada.fl.us/)	One-time
1.00	DNS and Domain Hosting Annual Fee (http://URL)	DNS and Domain Hosting Annual Fee (https://www.islamorada.fl.us/)	Renewable
1.00	CivicEngage Year 1 Annual Fee Discount	Year 1 Annual Fee Discount	Renewable
1.00	Premium Implementation - CivicEngage	Premium Implementation	One-time
150.00	Content Development - 1 Page - CivicEngage	Content Development - 1 Page - CivicEngage	One-time
1.00	Agendas & Minutes Migration - PDF - 100 Meetings - CivicEngage	Content Migration : Agendas & Minutes - Per 100 Meetings (Approx. 1 year)	One-time

QTY	PRODUCT NAME	DESCRIPTION	PRODUCT TYPE
1.00	AudioEye Managed	AudioEye Managed: (https://www.islamorada.fl.us/)	Renewable
1.00	CivicEngage Year 1 Annual Fee Discount	Year 1 Annual Fee Discount	Renewable
4.00	System Training (4h, virtual) - CivicEngage	CivicEngage System Training - Virtual, Half Day Block	One-time

List Price - Year 1 Total	USD 30,643.00
Total Investment - Year 1	USD 24,552.55
Annual Recurring Services - Year 2	USD 8,400.00

Total Days of Quote:365

1. This Statement of Work ("SOW") shall be subject to the terms and conditions of the CivicPlus Master Services Agreement located at <https://www.civicplus.com/master-services-agreement> ("MSA"), to which this SOW is hereby attached as the Statement of Work. By signing this SOW, Client expressly agrees to the terms and conditions of the MSA throughout the Term of this SOW.
2. This SOW shall remain in effect for an initial term equal to 365 days from the date of signing ("Initial Term"). In the event that neither party gives 60 days' notice to terminate prior to the end of the Initial Term, or any subsequent Renewal Term, this SOW will automatically renew for an additional 1-year renewal term ("Renewal Term"). The Initial Term and all Renewal Terms are collectively referred to as the "Term".
3. The Total Investment - Year 1 will be invoiced upon signing of this SOW.
4. Annual Recurring Services shall be invoiced on the start date of each Renewal Term. Annual Recurring Services, including but not limited to hosting, support and maintenance services, shall be subject to a 5% annual increase beginning in year 2 of service. Client will pay all invoices within 30 days of the date of such invoice.
5. Client agrees that CivicPlus shall not migrate, convert, or port content or information that could reasonably be construed as time sensitive, such as calendar or blog content, during the Project Development.
6. If a Recurring Redesign line item is included with the Client's quote in this SOW, starting after a period of months (36, 48, or 60 months as determined by the number of years in the redesign line item on this SOW) of continuous service under this SOW (the "Redesign Term"), Client shall be entitled to receive a redesign at no additional cost. Client may initiate such redesign any time after continuous service during the Redesign Term. Upon the initiation of an eligible redesign project, Client may begin accumulating eligibility towards a subsequent redesign after continuous service during a subsequent Redesign Term. 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. Recurring Redesigns are eligible for the website, subsite, and department headers included in this SOW only. Any subsequently purchased website, subsite, and department header shall not be included in a redesign hereunder.

7. 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 assumes such perpetual permission.

Signature Page to Follow.

Acceptance

By signing below, the parties are agreeing to be bound by the covenants and obligations specified in this SOW and the MSA terms and conditions found at: <https://www.civicplus.com/master-services-agreement>.

IN WITNESS WHEREOF, the parties have caused this SOW to be executed by their duly authorized representatives as of the dates below.

Client

By:

Name:

Ted Yates

Title:

Village Manager

Date:

12/29/22

CivicPlus

By:

Name:

Amy Vikander

Title:

Senior VP of Customer Success

Date:

12/30/2022



**AUDIOEYE STANDARD PLUS
STATEMENT OF WORK**

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") between CivicPlus, LLC ("CivicPlus") and Islamorada, Florida ("Client"). Services are performed hereunder AudioEye, Inc. ("AudioEye"), for whom CivicPlus is an authorized reseller, and the performance of the services 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 this SOW 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.

Client

By: 

(Signature)

Name: Ted Yates

(Print)

Title: Village Manager

Date: 12/29/22

CivicPlus

By: 

(Signature)

Name: Amy Vikander

(Print)

Title: Senior VP of Customer Success

Date: 12/30/2022

1. TERM

The terms and conditions of this SoW will commence on the applicable Effective Date and continue as set forth in the table below. Any obligations that by their nature survive termination, including without limitation payment obligations, shall continue to apply.

2. SERVICES ORDERED & COSTS

AudioEye will provide the following SaaS Subscription:

Web Accessibility Solutions Subscription Order		12 Month Term
Product	Subscription Cost	
AudioEye Managed	\$3,500 per domain	
Total Subscription Cost*		\$3,500 per domain*

*Recurring subscription pricing is subject to an annual 5% increase.

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

The Parties agree pricing herein is included with, and not in addition to, pricing described in Quote Q-29307-1 to which this SOW is attached.

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

Authorized Domain(s) Owned and Controlled by Client

<https://www.islamorada.fl.us/>

**Contact Information****Organization** Islamorada, Village of Islands**URL** www.Islamorada.fl.us**Street Address** 86800 Overseas HWY**Address 2****City** Key Largo**State** FL**Postal Code** 33036

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 Vince Tavres 305-394-1629**Emergency Contact & Mobile Phone** Ramon Navarro 305-509-2396**Emergency Contact & Mobile Phone** Amanda Merren 305-998-9461**Billing Contact** Marne McGrath**E-Mail** clerk@islamorada.fl.us**Phone** 305-664-6412**Ext.****Fax****Billing Address** 86800 Overseas HWY**Address 2****City** Islamorada**ST** FL**Postal Code** 33036**Tax ID #** 650830851**Sales Tax Exempt #** 85-8014754281C-1**Billing Terms****Account Rep****Info Required on Invoice (PO or Job #)** 20-2069**Contract Contact** Marne McGrath**Email** clerk@islamorada.fl.us**Phone** 305-664-6412**Ext.****Fax****Project Contact** Vince Tavres**Email** vince.tarves@islamorada.fl.us**Phone** 305-394-1629**Ext.****Fax**

3. CONTACT INFORMATION

Technical Contact Information

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

Name: Vince Toyres

Email: Vince.Toyres@isbamarado.fl.us

Phone: 305-394-1629

Billing Contact Information

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

Billing Email: Clerk@isbamarado.fl.us

Contact Name: Mame McGrath

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).

STATEMENT OF WORK

APPENDIX A

Package Features / Services

SERVICES ORDERED & COSTS		
On behalf of CivicPlus, AudioEye will provide the Services listed below to Client. AudioEye retains the right to change the Services subject to the terms of the Agreement.		
Feature		Description
Find		
Active Monitoring	•	<ul style="list-style-type: none"> • Anonymously records potential accessibility issues based on prescribed WCAG elements anytime an end-user visits a page within the Authorized Domain • Results based on pages actually used (example: more monitoring on a home page less on a blog from 3 years ago)
Manual Testing	<ul style="list-style-type: none"> • Monthly Template Reviews	<ul style="list-style-type: none"> • Functional usability testing conducted by assistive technology (AT) testers on templates on which the Authorized Domain are based • Code review of templates by accessibility engineers
Fix		
Auto Remediations	•	<ul style="list-style-type: none"> • Fixes that are applied to every page within an Authorized Domain • Automatically remediates common issues
Manual Remediations	<ul style="list-style-type: none"> • Template Specific	<ul style="list-style-type: none"> • Remediations applied to templates on which the authorized domains are based according to test results from Manual Testing
Report		
Dashboard	•	<ul style="list-style-type: none"> • Reporting insights • Resources & Documentation • Training Materials

OnSite Scanner	•	<ul style="list-style-type: none"> Real-time testing results
Toolbar		
Visual Toolkit	•	<ul style="list-style-type: none"> Lets end users fix visual issues on the Authorized Domain Gives end-users the control over contrast, colors, spacing in order to fit their needs
Help Desk	•	<ul style="list-style-type: none"> Gives end-users the ability to report an accessibility issue to AudioEye and the site owner; available 24/7
Documentation		
Sustainable Testing and Remediation (“STAR”) Plan	•	<ul style="list-style-type: none"> Default documentation for responding to a demand letter or complaint Outlines how AudioEye enables site owners with a plan to sustain compliance
Certification Statement	•	<ul style="list-style-type: none"> Delivered through the toolbar Shows end-users that AudioEye is certifying compliance with WCAG standards
Accessibility Statement	•	<ul style="list-style-type: none"> Statement that a site owner can integrate within their site Demonstrates that a site is committed to providing an accessible experience
Training		
Online Training Library	•	<ul style="list-style-type: none"> Pre-made documentation and videos that show site owners how to fix certain issues, and why they matter
Premium Support		
Online/ZenDesk	•	<ul style="list-style-type: none"> Direct connection with an expert and dedicated Partner Account Manager Priority support to resolve issues or questions when they arise
Legal Support Services		
Advanced Legal	•	<ul style="list-style-type: none"> If a demand letter/lawsuit is received our team will activate and respond line by line to the letter and provide support throughout the process We will also fully remediate new validated issues on the site so site owners can show consistent progress and intent to be fully accessible

3. COMPLIANCE PLAN STATEMENT

While no offering guarantees compliance, AudioEye's solution provides services according to an accessibility compliance plan for your website. Specifically, AudioEye defines "compliance" by referencing well-established industry standards and long-standing models that define the required processes and procedures that comprise a successful website accessibility strategy. Those compliance elements, which are listed below, are typically outlined within mutually agreed upon accessibility resolution agreements executed between disability advocates and organizations seeking to fulfill their obligations to ensure an optimal and equitable experience for individuals with disabilities. These standards are as follows:

Compliance Element	AudioEye Solution
Effectuate and Maintain a Comprehensive Plan	Sustainable Testing and Remediation (STAR) Plan Framework
Work with Accessibility Specialists	International Association of Accessibility Professionals (IAAP) Certified Experts (SMEs) design your STAR Plan.
Accessibility Training & Tooling	Online Training Library AudioEye Toolbar On-site Scanner
Provide a Public "Grievance Process"	24/7 Fully Managed Help Desk in Toolbar
Publish and Maintain Digital Accessibility Policy Statement	Compliance Statement Accessibility Statement Template
Periodic SME Manual Auditing	Periodic technical analysis and functional usability testing (manual testing) conducted by Assistive Technology (AT) testers on templates and/or domains**
Fixing Reported Issues	AI/Auto Remediations Manual Remediations** Fix at Source Reporting/Guidance**
Conformance with Prevailing Digital Accessibility Standards (Current as of Effective Date: Web Content Accessibility Guidelines "WCAG" 2.1 Level AA)	STAR Plan achieves & sustains substantial conformance to eliminate existing - and mitigate future - digital access barriers
* Certain accessibility issues may need to be resolved by Client at the source level.	
** Tier-specific services; May requires the purchase of additional add-on services.	

4. ADDITIONAL TERMS AND CONDITIONS

In addition and notwithstanding anything to the contrary in this SOW, (i) in no event will AudioEye, CivicPlus, any of their affiliates or any of their respective directors, officers, shareholders, employees, and agents (collectively, the "AudioEye Parties"), be liable for any damages (whether direct or otherwise) or subject to any indemnification, hold harmless or defense obligations arising out of, relating to or resulting from any third party claim alleging that any website, tool or application subject to any AudioEye offering is not compliant with any laws, regulations, guidelines or standards relating to accessibility, including without limitation the Americans with Disabilities Act, the Unruh Civil Rights Act, the Rehabilitation Act or any web content accessibility guidelines ("Accessibility Claim") and (ii) Client covenants not to bring or assert any claim against AudioEye or the AudioEye Parties relating to such Accessibility Claim.

If AudioEye or Client or any parent or affiliate receives any communication, or as a defendant is served with a complaint, alleging an Accessibility Claim, Client will promptly provide CivicPlus and AudioEye with a copy of such communication or complaint. In connection with any Accessibility Claim, none of the CivicPlus or Client or any parent or affiliate or employee of any such entity or person will refer to AudioEye or the services performed by AudioEye without AudioEye having an opportunity to review and comment upon such reference.

Without limitation and unless otherwise provided in a separate agreement, the Service does not provide accessibility or compliance, or otherwise remediate, the following: (i) any documents, spreadsheets, pdfs, or other non-website content or files accessible via the Authorized Domain, (ii) any videos or other multimedia files accessible via the Authorized Domain (including embedded videos or multimedia files from third-party platforms), (iii) any non-website applications, (iv) any domains linked from the Authorized Domain that is not an Authorized Domain (including Google Maps or Instagram), (v) any third-party content or widget including plug-ins, iframes or applications, (vi) any plug-ins, iframes or applications that use the flash format, or (vii) a java application that operates in a separate window.

**CivicPlus**

302 South 4th St. Suite 500
Manhattan, KS 66502
US

Quote #:

Q-28513-1

Date:

8/22/2022 5:39 PM

Expires On:

11/20/2022

Product:

CivicClerk

Client:

Islamorada FL - CivicClerk

Bill To:

Islamorada FL - CivicClerk

SALESPERSON	Phone	EMAIL	DELIVERY METHOD	PAYMENT METHOD
Katie Black	x	black@civicplus.com		Net 30

CivicClerk - Statement of Work

QTY	Product Name	DESCRIPTION	PRODUCT TYPE
1.00	CivicClerk Media Implementation	CivicClerk Media Implementation Fee	One-time
1.00	CivicClerk Media Annual Fee	Unlimited storage, unlimited users, up to 3 concurrent streams	Renewable
Total Investment - Year 1			USD 4,634.36
Annual Recurring Services (Subject to Uplift)			USD 4,300.00

Total Days of Quote:313

1. This Statement of Work ("SOW") shall be subject to the terms and conditions of the Islamorada FL - CivicClerk Statement of Work signed by and between the Parties ("the Agreement"). By signing this SOW, Client expressly agrees to the terms and conditions of the Agreement, as though set forth herein.
2. Client will be invoiced for the Total Investment - Year 1 (the sum of one-time costs and a prorated portion of the Annual Recurring Services) upon signing and submission of this SOW. The Annual Recurring Services subscription fee for the Products (as described above) included in this SOW are prorated and co-termed to align with the Client's current billing schedule and the Annual Recurring Services amount will subsequently be added to Client's Term and regularly scheduled annual invoices under the terms of the Agreement.
3. Each year this SOW is in effect, a technology investment and benefit fee, as agreed to in the Agreement, will be applied to the Annual Recurring Services subscription fee.

Signature Page to follow.

Acceptance

By signing below, the parties are agreeing to be bound by the covenants and obligations specified in this SOW and the Agreement terms and conditions

IN WITNESS WHEREOF, the parties have caused this SOW to be executed by their duly authorized representatives as of the dates below.


Client

By:

Name:

Title:

Date:


Ted Yates
Village Manager
11.10.22


CivicPlus

By:

Name:

Title:

Date:


Amy Vikander
Senior VP of Customer Success
11/17/2022

Contact Information

*all documents must be returned: Master Service Agreement, Statement of Work, and Contact Information Sheet.

Organization

URL

Street Address

Address 2

City

State

Postal Code

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**Emergency Contact & Mobile Phone****Emergency Contact & Mobile Phone****Billing Contact**

E-Mail

Phone

Ext.

Fax

Billing Address

Address 2

City

State

Postal Code

Tax ID #

Sales Tax Exempt #

Billing Terms

Account Rep

Info Required on Invoice (PO or Job #)

Are you utilizing any external funding for your project (ex. FEMA, CARES):

Y [] or N []

Please list all external sources:

Contract Contact

Email

Phone

Ext.

Fax

Project Contact

Email

Phone

Ext.

Fax

**CivicPlus**

302 South 4th St. Suite 500
Manhattan, KS 66502
US

Quote #:

Q-28514-1

Date:

8/22/2022 5:45 PM

Expires On:

11/20/2022

Product:

CivicClerk

Client:

Islamorada FL - CivicClerk

Bill To:

Islamorada FL - CivicClerk

SALESPERSON	Phone	EMAIL	DELIVERY METHOD	PAYMENT METHOD
Katie Black	x	black@civicplus.com		Net 30

CivicClerk - Statement of Work

QTY	Product Name	DESCRIPTION	PRODUCT TYPE
1.00	CivicClerk Historical File Import (up to 7,500 files – PDF / MP3 / MP4)	CivicClerk Historical File Import (up to 7,500 files – PDF / MP3 / MP4)	One-time

List Price - Year 1 Total	USD 2,625.00
Total Investment - Year 1	USD 2,362.50
Annual Recurring Services (Subject to Uplift)	USD 0.00

Total Days of Quote:313

1. This Statement of Work ("SOW") shall be subject to the terms and conditions of the Islamorada FL - CivicClerk Statement of Work signed by and between the Parties ("the Agreement"). By signing this SOW, Client expressly agrees to the terms and conditions of the Agreement, as though set forth herein.
2. Client will be invoiced for the Total Investment - Year 1 (the sum of one-time costs and a prorated portion of the Annual Recurring Services) upon signing and submission of this SOW. The Annual Recurring Services subscription fee for the Products (as described above) included in this SOW are prorated and co-terminated to align with the Client's current billing schedule and the Annual Recurring Services amount will subsequently be added to Client's Term and regularly scheduled annual invoices under the terms of the Agreement.
3. Each year this SOW is in effect, a technology investment and benefit fee, as agreed to in the Agreement, will be applied to the Annual Recurring Services subscription fee.

Signature Page to follow.

Acceptance

By signing below, the parties are agreeing to be bound by the covenants and obligations specified in this SOW and the Agreement terms and conditions

IN WITNESS WHEREOF, the parties have caused this SOW to be executed by their duly authorized representatives as of the dates below.

Client

By: T. Gates
Name: Ted Gates
Title: Village Manager
Date: 11.10.22

CivicPlus

By: Amy Vikander
Name: Amy Vikander
Title: Senior VP of Customer Success
Date: 11/17/2022

Contact Information

*all documents must be returned: Master Service Agreement, Statement of Work, and Contact Information Sheet.

Organization

URL

Street Address

Address 2

City

State

Postal Code

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**Emergency Contact & Mobile Phone****Emergency Contact & Mobile Phone****Billing Contact**

E-Mail

Phone

Ext.

Fax

Billing Address

Address 2

City

State

Postal Code

Tax ID #

Sales Tax Exempt #

Billing Terms

Account Rep

Info Required on Invoice (PO or Job #)

Are you utilizing any external funding for your project (ex. FEMA, CARES):

Y [] or N []

Please list all external sources:

Contract Contact

Email

Phone

Ext.

Fax

Project Contact

Email

Phone

Ext.

Fax



Invoice

CivicPlus LLC
NEW REMITTANCE ADDRESS
(FOR PAYMENTS ONLY)
CivicPlus
PO Box 1572
Manhattan KS 66505

#233488

7/11/2022

PO #

Bill To

Accounts Payable
City of Islamorada
86800 Overseas Highway
Islamorada FL 33036

TOTAL DUE

\$5,590.00

Due Date: 8/10/2022

Terms	Due Date	PO #	Approving Authority
Net 30	8/10/2022		Marne McGrath

Qty	Item	Start Date	End Date
1	CivicClerk Annual Fee - Agenda and Minutes Management	7/1/2022	6/30/2023
	Year 1 Annual Fee Discount	7/1/2022	6/30/2023
1	CivicClerk Premium Configuration	7/1/2022	6/30/2023
1	CivicClerk Custom Template Set - includes 2 Agenda templates, 1 Item Report template, 1 Minutes template, 1 Agenda Script template	7/1/2022	6/30/2023
2	1 hour Virtual Consulting	7/1/2022	6/30/2023
1	Training (Virtual) - half day, up to 4 hours	7/1/2022	6/30/2023
1	Commission Adjustment	7/1/2022	6/30/2023

Total \$5,590.00

Due \$5,590.00

PO# _____
ACCT# 001-0400-512-31
DESC Agenda Management Software 7/1/2022 - 6/30/2023
DIRECTOR Marne McGrath
VMGR Marne McGrath 7/13/22
FIN DIR _____

(7/1/22-9/30/22) 001-0400-512-31 1,408.98
(10/1/22-6/30/23) 001-155-000 4,181.02

Please submit payment via ACH using the details below. Please send notification of ACH transmission via email to accounting@civicplus.com.

Bank Name	Account Name	Account Number	Routing Number
KS State Bank	CivicPlus LLC	1046292	101101536

CivicPlus
302 S 4th St.
Suite 500
Manhattan KS 66502