

January 7, 2020

Ms. Starr Paton
Village Clerk
1 Gatehouse Road
Sea Ranch Lakes,
Florida 33308

RE: **Gov-Easy Software**
CGA Proposal No. 20-3533

Dear Ms. Paton,

We are pleased to submit this proposal for Professional Services on the above referenced project.

I. Professional Data Technologies & Development Services

A. CET – Code Enforcement Tracking Module

1. Web based module with no software to install on the Village desktops or servers.
2. Able to access from any computer with an internet connection.
3. Automate the tracking and management of all steps required for legal compliance in code enforcement cases.
4. Quarterly data merge with the property appraiser website to update the property owner information.
5. Workflows are configured to automate and link tasks to optimize and speed record processing.
6. Automate the fine/assessment calculation process.
7. Provide detailed financial and workload reports.
8. Provide historical information on all permitting and code enforcement archives for all properties on a GIS basis.
9. Reporting tools let you categorize, configure, maintain and print the reports you need in the field.
10. Report and track false alarm incidents
11. Ability to upload and attach photos and other documentation to support the claim.

Building Code Services
Civil Engineering / Roadway
& Highway Design
Coastal Engineering
Code Compliance
Construction Engineering &
Inspection (CEI)
Construction Services
Data Technologies &
Development
Electrical Engineering
Engineering
Environmental Services
Facilities Management
Geographic Information
Systems (GIS)
Governmental Services
Landscape Architecture
Planning
Project Management
Redevelopment
& Urban Design
Surveying & Mapping
Traffic Engineering
Transportation Planning
Water / Utilities Engineering
Website Development

1800 Eller Drive
Suite 600
Fort Lauderdale, FL
33316
954.921.7781 phone
954.921.8807 fax

www.cgasolutions.com

B. GIS – Geographic Information System Module

1. Collects and provides visual representation of information collected from other modules (i.e. code, permitting etc.)
2. Allows staff and if desired, public to use the visual reference map to view a large amount of data in an easy to use, export or print format.
3. Can add infinite layers of information into the GIS database.
4. Quarterly data merge with the property appraiser website to update the property owner information.
5. ESRI GIS integration produces interactive maps and visualizations, making code enforcement data easy to understand

BASIS OF PROPOSAL

- It is understood that all modules listed in this proposal will be configured and delivered ready for use as required by the Village outlined in this agreement with no additional cost for meetings throughout the implementation of the Gov-Easy.com software.
- It is understood that the schedule of fees will be honored through the end of this fiscal year.
- Calvin, Giordano & Associates, Inc. will require that all consultants carry proper insurance, including professional liability insurance, if appropriate.

ADDITIONAL FEES

The following services are NOT included in this proposal and will be considered Additional Services, which will be addressed in a separate contractual agreement. The services include but are not limited to:

- Professional services required due to conditions different from those itemized under the Scope of Services or due to events beyond the control of Calvin, Giordano & Associates, Inc.
- Review of Data supplied by the CLIENT (i.e. GIS data sets, databases, aerial images, etc.) required for integration into this project.

REIMBURSABLE EXPENSES

Calvin, Giordano & Associates, Inc. and its consultants will be reimbursed for the printing of drawings and specifications, deliveries, Federal Express services, required travel time and travel expenses, long distance telephone calls, fax transmittals, postage, fees paid for securing approval of authorities having jurisdiction over the project, renderings, models and mock-ups required by CLIENT, as required. Reimbursable expenses and sub-consultant invoices will be billed directly to the CLIENT at a multiplier of 1.25.

SCHEDULE OF FEES

Calvin, Giordano & Associates, Inc. will perform the Scope of Services for a lump sum fee as shown in the proposed Schedule of Fees:

Module*	Setup	Licenses	Monthly License Fee	Monthly Costs	Annualized Costs
CET	\$6,000.00	2**	\$150.00	\$300.00	\$3,600 .00
GIS	\$6,000.00	***	\$0.00	\$0.00	\$0.00
	\$12,000.00			\$300.00	\$3,600.00

16 hrs. Training Included

Total Startup Cost \$12,000.00
Yr-1 Hosting Cost \$3,600.00

Total Yr-1 Cost \$15,600.00

Years 2-5 \$3,600.00

* Calvin, Giordano & Associates will bill 24 installments of the setup cost at \$500.00 per month

* *One-time initial setup costs-includes software setup, installation, customized reports, training, etc.*

** *The Village will receive two floating licenses to be used by any module. CGA estimated the counts in the proposed fee schedule based off of the Villages requirements.*

*CET =Code Enforcement Tracking
GIS = Geographic Information System*

SERVICES AGREEMENT

This **SERVICES AGREEMENT** (this “**Agreement**”), effective as of _____ (the “**Effective Date**”), is by and between Calvin, Giordano & Associates, Inc., a Florida corporation, having its principal place of business at 1800 Eller Drive Suite 600, Fort Lauderdale FL 33316 (“**CGA**”), and Village of Sea Ranch Lakes, Florida, 1 Gatehouse Road Sea Ranch Lakes, FL 33308 (“**Customer**”).

CGA provides certain services relating to managing building department services (the “**Services**”) through the web site located at www.gov-easy.com and such other sites as may be designated by CGA (each, the “**Site**” or collectively, the “**Sites**”). Customer wishes to have access to the Services. The parties agree as follows:

1. **DEFINITIONS.** For purposes of this Agreement, the following initially capitalized terms have the following meanings:
 - 1.1. “**Account**” means an account allowing access to the Services created in Customer’s name.
 - 1.2. “**Fees**” means the fees for the Services.
 - 1.3. “**Confidential Information**” means (a) all nonpublic information disclosed or made available under this Agreement that relates to the provision or receipt of the Services or either party’s financial condition, operations or business, and which is clearly identified as confidential at the time of disclosure, (b) the Technology, (c) the Documentation, (d) the Customer Information, and (e) the User IDs.
 - 1.4. “**Customer Information**” means all data, information or other content entered by or collected from Customer or any other user of the Account while accessing the Services.
 - 1.5. “**Documentation**” means the online help files and instruction manuals (whether in print or electronic form) that relate to the use of the Services that have been provided or made available by CGA to Customer.
 - 1.6. “**Intellectual Property Rights**” means any and all intellectual property rights throughout the world, including, without limitation, any and all copyrights, trademarks, service marks, trade secrets, patents, patent applications, moral rights, contract rights and any and all other legal rights protecting intangible proprietary information.
 - 1.7. “**Start of Service Date**” is the date of commencement of operation of the services by Customer or 120 days following the Effective Date, whichever is first.
 - 1.8. “**Technology**” means the software, hardware and other technology used by or on behalf of CGA to provide the Services, and all data, information and other content included on or accessible through the Services, except for any Customer Information.
 - 1.9. “**User ID**” means each unique User identification name and password used for access to and use of the Services through the Account.
 - 1.10. “**User**” means anyone accessing the Services through Customer’s Account.
2. **CUSTOMER’S ACCESS TO AND USE OF THE SERVICES.**
 - 2.1. **Customer’s Right to Access the Services.** Subject to the terms of this Agreement CGA will provide Customer with the right to access and use the Services as specified during the term of this Agreement, solely for Customer’s own internal business purposes. Except as set forth in this Agreement, Customer is not receiving any right or license to use, or any ownership interest with respect to, the Sites, Services or any Technology or Intellectual Property related to the Services.
 - 2.2. **Certain Restrictions on Customer’s Access.** Customer will not, and will not permit any Users or any other party to: (a) alter, modify, reverse engineer, decompile, disassemble, or otherwise attempt to derive the source code of the Sites, Services or Technology; (b) knowingly interfere in any manner with the operation or hosting of the Sites, Services or Technology

or attempt to gain unauthorized access to the Services or any other services offered by CGA;

(c) use the Services to provide outsourcing, service bureau, commercial hosting, application service provider or on-line services to third parties, or otherwise make available the Sites, Services or Technology, or access thereto, to any third party; or (d) otherwise use the Sites, Services or Technology in violation of the Agreement.

2.3. **Customer's Use of the Services.**

- (a) **Accounts/User IDs.** Customer will be provided with one or more User IDs to access the Services through the Account. **Attachment A Description and Pricing of Services** specifies the number of user IDs and Read- Only IDs provided by this agreement unless otherwise agreed in writing by CGA ("**Subscription Cap**"). Customer agrees to limit usage to those individuals assigned User IDs and will be responsible for using commercially reasonable efforts to ensure the security and confidentiality of all User IDs.
- (b) **Customer Information.** Customer grants to CGA all necessary intellectual and proprietary rights and licenses in and to any Customer Information necessary for CGA to provide the Services. Customer will not knowingly, and will not knowingly permit any Users to, provide Customer Information that: (i) infringes, misappropriates or violates any Intellectual Property Rights, publicity/privacy rights, law or regulation; (ii) contains any viruses or programming routines intended to damage, surreptitiously intercept or expropriate any system, data or personal information; or (iii) is false, misleading or inaccurate.
- (c) **Necessary Equipment.** Customer will be solely responsible, at Customer's own expense, for acquiring, installing and maintaining all hardware, software and other equipment as may be necessary for Customer and Customer's Users to connect to, access, and use the Services. Current requirements include internet access and a PC or mobile device with a modern browser including Internet Explorer, Safari, Chrome, Firefox and maintained to versions within the prior 3 years.

3. **SET UP SERVICES.**

3.1. Set Up Services. Subject to the terms of this Agreement CGA will provide Customer with support to set up the Account and User IDs, configure the Services for use by the Customer, and provide training to Users in the essential operation of the Services.

3.2. Customer Responsibilities and Certain Restrictions on Set-Up Services. Customer is responsible for providing information in a timely manner and in an appropriate format for Services configuration and entry, and for ensuring the resource(s) assigned for the Set-Up process and all Users have adequate computer skills for use of the Services. Customer acknowledges and accepts that configuration of the Services is limited to the extent accommodated by the current capabilities and limitations of the Services. Set up support required beyond the specified Set-Up Services will incur an

additional fee upon written notification by CGA and with agreement by both parties.

4. **FEES AND PAYMENT.**

- 4.1. **Fees.** On the Effective Date, Customer will pay CGA a set-up fee (the "Set-Up Fee") as specified in schedule of fees section for Set-up Services. In addition, on the Start of Service Date and ending upon the termination of this Agreement, Customer will pay to CGA a fee for the Services provided under this Agreement ("Subscription Fees") as specified in schedule of fees section. Any changes in the Fees mutually agreed to by the parties will be made effective the month following the change. Customer will pay the then-current Fees for all other Services added to Customer's Account. On an annual basis or as may be requested from time-to-time by either party, CGA and Customer will renegotiate the Subscription Fees and Subscription Cap. FEES ARE TO BE CONSIDERED CONFIDENTIAL BY BOTH PARTIES AND NOT TO BE SHARED WITHOUT WRITTEN PERMISSION OR AS REQUIRED BY THE FREEDOM OF INFORMATION ACT.
- 4.2. **Payment.** All Set Up Fees, Subscription Fees and other fees due under this Agreement (collectively, "Fees") are payable in U.S. dollars, unless otherwise specified in writing. Customer shall pay all Fees and any other amounts set forth on each such invoice issued by CGA under this Agreement within 30 days of the date of invoice.

5. **CONFIDENTIALITY.**

- 5.1. **Obligations.** The party receiving Confidential Information (the "**Receiving Party**") from the other party (the "**Disclosing Party**") will not use any Confidential Information of the Disclosing Party for any purpose other than the providing and receipt of Services under this Agreement. The parties agree the use of the Confidential Information will be in accordance with all terms and conditions of this Agreement. The Receiving Party will protect the Disclosing Party's Confidential Information from unauthorized use, access or disclosure in the same manner as the Receiving Party protects its own confidential or proprietary information of a similar nature and with no less than reasonable care.
- 5.2. **Termination of Obligations.** The Receiving Party's obligations under this Section 5 with respect to any Confidential Information of the Disclosing Party will terminate if and when the Receiving Party can document that such information: (a) was already lawfully known to the Receiving Party at the time of disclosure by the Disclosing Party; (b) is disclosed to the Receiving Party by a third party who had the right to make such disclosure without any confidentiality restrictions; (c) is, or through no fault of the Receiving Party has become, generally available to the public; or (d) is independently developed by the Receiving Party without access to, or use of, the Disclosing Party's Confidential Information. In addition, the Receiving Party will be allowed to disclose Confidential Information of the Disclosing Party to the extent that such disclosure is: (i) approved in writing by the Disclosing Party; (ii) necessary for the Receiving Party to enforce its rights under this Agreement in connection with a legal proceeding; or (iii) required

by law or by the order of a court of similar judicial or administrative body, *provided that* the Receiving Party notifies the Disclosing Party of such required disclosure in writing and cooperates with the Disclosing Party, at the Disclosing Party's reasonable request and expense, in any lawful action to contest or limit the scope of such required disclosure.

5.3. Return of Confidential Information. The Receiving Party will return to the Disclosing Party or destroy all Confidential Information of the Disclosing Party in the Receiving Party's possession or control and permanently erase all electronic copies of such Confidential Information promptly upon the written request of the Disclosing Party or the termination of this Agreement, whichever comes first. At the Disclosing Party's request, the Receiving Party will certify in writing that it has fully complied with its obligations under this Section 5.3. For the purposes of this Section 5, Data, as defined in Section 6 below, shall not be considered Customer's Confidential Information.

6. OWNERSHIP.

6.1. Customer's Ownership. Customer retains all right, title and interest in and to the Customer Information Customer provides to CGA. CGA will provide Customer Information in the form of files containing permit data to Customer within 10 business days of written request at no additional charge for up to 4 requests in a one-year period.

6.2. CGA's Ownership. CGA retains all right, title and interest in and to, and all Intellectual Property Rights embodied in or related to the Sites, Services, Technology, and any other information or technology used or made available in connection with the Sites or Services, including without limitation any and all improvements, updates, and modifications thereto, whether or not made in conjunction with this Agreement. CGA's name, logo, and the product and service names associated with the Services are trademarks of CGA or third parties, and no right or license is granted to Customer to use them separate from Customer's right to access the Services.

7. DATA. CGA will have the right to collect non-personally identifiable data or information resulting from Customer's use of the Services ("**Data**") solely as necessary to provide the Services to Customer under this Agreement. All such Data will remain the Confidential Information of Customer. CGA will have the right to collect non-customer identifiable data and information for the purposes of publishing examples of service provided.

7.1. Backup and Recovery. CGA shall provide the following recovery services:

7.2.1 Hosting infrastructure recovery processes

7.2.2 Application recovery processes

7.2.3 Data backup with rotation and retention. Backups are done daily, the prior month of daily data is retained, each month is retained for a year, and each year retained until termination of the agreement.

8. TERM AND TERMINATION. This Agreement will begin on the Effective Date and will continue in perpetuity until terminated in accordance with the terms of this Agreement. Customer may terminate this Agreement upon notice to CGA. In the

case of such termination, Customer may specify that such termination is effective at any time up to 120 days following notice of such termination by Customer. Either party may terminate this Agreement if the other party breaches this Agreement and does not cure such breach within 60 days after being provided with written notice thereof, provided that in the case of Customer such time period will be extended beyond 60 days if Customer is exercising reasonable efforts to cure such breach during such 60-day period. Upon any termination of this Agreement: (a) all rights and licenses granted to Customer in this Agreement will immediately cease to exist; (b) CGA may cease performing all Services; (c) all access by Customer and any Users to the Sites and the Services (including all Customer Information) may be suspended; (d) CGA will discontinue all use of the Customer Information; and (e) all Fees and other amounts incurred under this Agreement prior to such termination or expiration will become immediately due and payable by Customer. Upon the request of Customer following any termination or expiration, CGA will transfer all Customer Information collected by CGA either directly to Customer or to Customer's identified third-party partner. Customer shall compensate CGA for the transfer on a time and materials basis at CGA's then-current rates and will reimburse all reasonable expenses and costs associated with the transfer. Such expenses and costs shall include, without limitation, travel, consultant costs, hardware expenses, or software costs associated with efforts involved in preparing Customer Information for transfer as well as any costs incurred as part of the physical transfer of Customer Information. CGA will not be required to issue any refunds for any fees pre-paid in advance. The provisions of Sections 4, 5, 6, 7, 8, 9.2, 10 and 11 of this Agreement will survive termination of the Agreement for any reason.

9. WARRANTIES AND DISCLAIMERS.

9.1. Warranties. Each party represents and warrants to the other party that: (a) such party has all requisite corporate or other applicable power and authority to execute, deliver and perform its obligations under this Agreement; (b) the execution, delivery and performance of this Agreement by such party has been duly authorized; and will not conflict with, result in a breach of, or constitute a default under any other agreement to which such party is a party or by which such party is bound; and (c) such party will, in such party's performance of this Agreement, comply with all applicable laws, rules and regulations.

9.2. Disclaimers. EXCEPT AS STATED UNDER THIS AGREEMENT, CGA PROVIDES THE SERVICES "AS IS" AND "AS AVAILABLE" AND TO THE MAXIMUM EXTENT PERMITTED BY LAW, SPECIFICALLY DISCLAIMS ALL OTHER WARRANTIES, EXPRESS, IMPLIED OR STATUTORY, REGARDING THE SERVICES, INCLUDING WITHOUT LIMITATION IMPLIED WARRANTIES OF MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE, TITLE AND NON-INFRINGEMENT. CUSTOMER ACKNOWLEDGES THAT CUSTOMER HAS RELIED ON NO SUCH WARRANTIES IN ENTERING INTO THIS AGREEMENT. FURTHER, CGA DOES NOT WARRANT, GUARANTEE OR MAKE ANY REPRESENTATION REGARDING THE USE, OR THE RESULTS OF THE USE, OF THE

SERVICES IN TERMS OF CORRECTNESS, ACCURACY, RELIABILITY OR OTHERWISE.

- 10. CERTAIN LIABILITIES.** Customer will, at Customer's own expense, indemnify, defend, hold harmless and pay all costs, damages and expenses (including reasonable attorneys' fees) awarded against or incurred by CGA based on any claims, allegations or lawsuits that may be made or filed against CGA by any person: (a) based on or relating to any breach by Customer of any representation and warranty under this Agreement; or (b) that use by CGA under this Agreement of Customer's Customer Information, Data or Confidential Information infringes or misappropriates the Intellectual Property Rights of, or has caused harm or damage to, a third party.
- 10.1. LIMITATION OF LIABILITY.** IN NO EVENT WILL EITHER PARTY BE LIABLE TO THE OTHER PARTY FOR ANY INDIRECT, INCIDENTAL, SPECIAL, EXEMPLARY OR CONSEQUENTIAL DAMAGES (INCLUDING WITHOUT LIMITATION PROCUREMENT OF SUBSTITUTE GOODS OR SERVICES, LOSS OF USE, DATA, OR PROFITS, OR BUSINESS INTERRUPTION) HOWEVER CAUSED AND ON ANY THEORY OF LIABILITY, WHETHER IN CONTRACT, STRICT LIABILITY OR TORT (INCLUDING NEGLIGENCE OR OTHERWISE), ARISING IN ANY WAY IN CONNECTION WITH OR OUT OF THE USE OF THE SITES OR SERVICES, EVEN IF ADVISED OF THE POSSIBILITY OF SUCH DAMAGE. EACH PARTY'S TOTAL CUMULATIVE LIABILITY IN CONNECTION WITH THIS AGREEMENT, THE SITES OR THE SERVICES, WHETHER IN CONTRACT OR TORT OR OTHERWISE, WILL NOT EXCEED THE FEES PAID TO CGA HEREUNDER. EACH PARTY ACKNOWLEDGES THAT THE FEES REFLECT THE ALLOCATION OF RISK SET FORTH IN THIS AGREEMENT AND THAT NEITHER PARTY WOULD ENTER INTO THIS AGREEMENT WITHOUT THESE LIMITATIONS ON ITS LIABILITY. IN JURISDICTIONS WHERE LIMITATION OF LIABILITY FOR CONSEQUENTIAL OR INCIDENTAL DAMAGES IS NOT PERMITTED, CGA'S LIABILITY IS LIMITED TO THE MAXIMUM EXTENT PERMITTED BY LAW.
- 11. GENERAL PROVISIONS.** This Agreement will be binding upon the parties to this Agreement and their permitted successors and assigns. Neither party may assign, delegate or transfer this Agreement or any of its rights or obligations (in whole or in part) under this Agreement (whether by operation of law or otherwise) to any third party without the other party's prior written consent. Notwithstanding the foregoing, either party may assign this agreement to any successor in interest to such party's stock, assets or business, whether by way of sale, merger, reorganization or other form of transaction, provided that such party provides the other party with notice of such assignment and that the successor in interest agreed in advance to assume all right, obligations, liabilities, and responsibilities of the assigning party under this Agreement. Any assignment or transfer in violation of the foregoing shall be null and void. Nothing in this Agreement confers or is intended to confer, expressly or by implication, any rights or remedies upon any person or entity not a party to this Agreement. The parties hereto are independent

parties, not agents, employees or employers of the other or joint ventures, and neither acquires hereunder any right or ability to bind or enter into any obligation on behalf of the other. Any notice to the other party required or allowed under this Agreement must be delivered in writing by express courier, personal delivery, or by certified mail, postage pre-paid to the address for the party listed in the first paragraph of this Agreement. If any provision of this Agreement is held by a court of competent jurisdiction to be unenforceable, such provision will be changed and interpreted to accomplish the objectives of such provision to the greatest extent possible under applicable law and the remaining provisions of this Agreement will continue in full force and effect. CGA may use Customer's name as a reference and publicize Customer as a customer of CGA. In addition, the Services may be subject to limitations, delays, and other problems inherent in the use of the Internet and electronic communications. CGA is not responsible for any delays, failures, or other damage resulting from such problems. Unless otherwise amended as provided herein, this Agreement will exclusively govern Customer's access to and use of the Services and the Sites and is the complete and exclusive understanding and agreement between the parties, and supersedes any oral or written proposal, agreement or other communication between the parties, regarding Customer's access to and use of the Services and the Sites. This Agreement may be amended or modified only by a writing signed by both parties. All waivers under this Agreement must be in writing. Any waiver or failure to enforce any provision of this Agreement on one occasion will not be deemed a waiver of any other provision or of such provision on any other occasion.

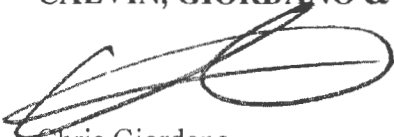
11.1 GOVERNING LAW AND VENUE. This Agreement shall be governed by and construed in accordance with the laws of the State of Florida without regard to conflicts, and in accordance with applicable federal, state and local law, without regard to its conflict of law's provisions. Customer agrees that it will only bring any action or proceeding arising from or relating to this Agreement in a federal court in the District of Florida or in state court in Broward County, Florida, and Customer irrevocably submits to the personal jurisdiction and venue of any such court in any such action or proceeding or in any action or proceeding brought in such courts by CGA.

12. INSURANCE CGA Systems will maintain during the period of this agreement Professional Liability Insurance for Technology and Internet Errors and Omissions and Electronic Media Activities in the amount no less than \$1,000,000 per claim and \$2,000,000 aggregate.

We appreciate the opportunity to submit this proposal. Calvin, Giordano & Associates, Inc. is prepared with the necessary manpower to proceed with the proposed scope of services upon receipt of the executed authorization. Our personnel are committed to completing the project in a timely manner. Please indicate your acceptance of this proposal by signing below and returning one executed copy of the contract to this office. We look forward to working with you in making this project a success.

Sincerely,

CALVIN, GIORDANO & ASSOCIATES, INC.

A handwritten signature in black ink, appearing to read "Chris Giordano", written over a horizontal line.

Chris Giordano
Vice President