



**CITY OF FAIR OAKS RANCH
AGENDA – CITY COUNCIL REGULAR MEETING**

January 19, 2017; 6:30 PM

City Hall Council Chambers, 7286 Dietz Elkhorn, Fair Oaks Ranch

I. ROLL CALL – DECLARATION OF A QUORUM

II. OPEN MEETING

Pledge of Allegiance

III. CITIZENS and GUEST FORUM / PRESENTATIONS

To address the Council, please sign the Attendance Roster located on the table at the entrance of the Council Chamber. In accordance with the Open Meetings Act, Council may not discuss or take action on any item which has not been posted on the agenda.

- A. Citizens to be heard.
- B. Paul Zepeda promotion to Sergeant

IV. CONSENT AGENDA

All of the following items are considered to be routine by the City Council, there will be no separate discussion on these items and will be enacted with one motion. Items may be removed by any Council Member by making such request prior to a motion and vote.

- A. Approval of January 5, 2016 Regular City Council Meeting Minutes.

Pgs. 3-4

V. DISCUSSION/CONSIDERATION ITEMS

- A. Discussion and possible action authorizing the City Administrator to sign a professional services agreement with Civic Plus.

Pgs. 5-17

VI. REPORTS FROM STAFF / COMMITTEES / COUNCIL

- A. Manager of Engineering Services – Roadway Reconstruction Project Update
- B. Police Chief Rubin – Citizen’s Police Academy
- C. City Secretary - Election Calendar

Pg. 18

VII. CONVENE INTO EXECUTIVE SESSION

Pursuant to Section 551.101 of the Open Meetings Act, Texas Gov’t Code, a quorum of the governing body hereby convenes into closed session to discuss the following matters:

- A. Section 551.071; Consultation with the City Attorney regarding Cause No. 2016-CI-05444; the City of Fair Oaks Ranch, Texas vs R.W. Pfeiffer Properties, LLC.

VII. RECONVENE INTO OPEN SESSION

VIII. ADJOURNMENT

Requests for City topic needing additional information/research; or, potential consideration for a future agenda.

Signature of Agenda Approval:

Tobin E. Maples

I, Christina. Picioccio, City Secretary, certify that the above Notice of Meeting was posted on the outside bulletin board at the Fair Oaks Ranch City Hall, 7286 Dietz Elkhorn, Fair Oaks Ranch, Texas, and on the city's website www.fairoaksranchtx.org, both places being convenient and readily accessible to the general public at all times. Said Notice was posted by 5:00 PM, January 13, 2017 and remained so posted continuously for at least 72 hours before said meeting was convened.

The Fair Oaks Ranch City Hall is wheelchair accessible at the side entrance of the building from the parking lot. Requests for special services must be received forty-eight (48) hours prior to the meeting time by calling the City Secretary's office at (210) 698-0900. Braille is not available. The City Council reserves the right to convene into Executive Session at any time regarding an issue on the agenda for which it is legally permissible; pursuant to *Texas Government Code* Chapter 551. Section 551.071 (Consultation with Attorney), 551.072 (Deliberations about Real Property), 551.073 (Deliberations about Gifts and Donations), 551.074 (Personnel Matters), 551.076 (Deliberations about Security Devices) and 551.087 (Economic Development).

CITY OF FAIR OAKS RANCH
CITY COUNCIL MEETING MINUTES – JANUARY 5, 2017
7286 Dietz Elkhorn
Fair Oaks Ranch, TX 78015

I. ROLL CALL – DECLARATION OF A QUORUM

Council Members Present: Mayor Manitzas, Mayor Pro Tem Schmidt, Alderman Elizondo, Alderman Hartpence, Alderwoman Havard, and Alderwoman Patel.

With a quorum present, Mayor Manitzas called the Regular City Council meeting to order at 9:30 AM.

II. OPEN MEETING

The Pledge of Allegiance was led by Lt. Moring.

III. CITIZENS AND GUEST FORUM/PRESENTATIONS

- A. Citizens to be heard.
No citizens signed up to speak.
- B. Mayor Manitzas and Alderwoman Havard presented the Employee of the Quarter Award to Investigator Price.

IV. CONSENT AGENDA

- A. Approval of December 14, 2016 Special City Council Minutes.
- B. Approval of December 15, 2016 Regular City Council Minutes.

MOTION: Made by Alderwoman Havard, seconded by Alderman Elizondo to approve the December 14, 2016 Special City Council Minutes and the December 15, 2016 Regular City Council Meeting Minutes.

VOTE: 5-0; Motion Passed.

V. DISCUSSION/CONSIDERATION ITEMS

- A. **Discussion and possible action on Resolution 2017-01 establishing the start times of the regular monthly City Council meetings.**

ORIGINAL MOTION: Made by Mayor Pro Tem Schmidt, seconded by Alderman Hartpence to amend the third Thursday regular City Council meeting to 6 PM start time.

AMENDMENT TO ORIGINAL MOTION: Made by Alderwoman Patel, seconded by Alderman Elizondo to amend the main motion by replacing 6 PM with 6:30 PM start time.

VOTE ON AMENDMENT: 3-2; Motion Passed, (Mayor Pro Tem Schmidt and Hartpence dissenting). VOTE ON ORIGINAL

MOTION AS AMENDED: 4-1; Motion Passed, (Mayor Pro Tem Schmidt dissenting).

VI. REPORTS FROM STAFF / COMMITTEES / COUNCIL

- A. Assistant City Administrator Vanzant provided an announcement of upcoming public events – January 12, 2017 Town Hall Meeting on proposed Home Rule Charter and January 26, 2017 Quarterly Wildlife Town Hall Meeting.

VI. CONVENE INTO EXECUTIVE SESSION

- A. City Council did not convene into closed session regarding Section 551.074 Personnel Matters on the six-month evaluation of the City Administrator.
- B. City Council did not convene into closed session to consult with the City Attorney Cause No. 2016-CI 05444; the City of Fair Oaks Ranch, Texas vs R.W. Pfeiffer Properties, LLC.

VII. RECONVENE INTO OPEN SESSION

Not applicable.

VIII. ADJOURNMENT

Mayor Manitzas adjourned the meeting at 10:18 AM.

Garry Manitzas, Mayor

ATTEST:

Christina Picioccio, City Secretary



CITY COUNCIL CONSIDERATION ITEM
CITY OF FAIR OAKS RANCH, TEXAS

AGENDA TOPIC: Discussion and possible action authorizing the City Administrator to sign a Master Services Agreement with Civic Plus.

START/END DATE: January 19, 2017

DEPARTMENT: Human Resources/Communications

PRESENTED BY: Kim Stahr, representing the Communications Committee

INTRODUCTION/BACKGROUND:

The City Council stated communications was a top priority in their goals and initiatives for FY2016-17. The city website was identified as one method of communication that needed to be updated. \$25,000 was programmed into the FY2016-17 budget to advance this initiative.

Our current website was developed in 2008 by Civic Plus. No major upgrades have been done to the website since its development. With the rapid change in technology, our website platform is now out of date. Current fees for maintenance and support of the website are \$5,628.24 annually plus 5% each year thereafter.

The Communications Committee recommends contracting with Civic Plus to redesign the city website and seeks approval by Council.

POLICY ANALYSIS/BENEFIT(S) TO CITIZENS:

The redesign of the city website will allow citizens to navigate easier and locate information faster in a visually appealing format. It will also provide an avenue for citizens to make requests and recommendations.

LONGTERM FINANCIAL & BUDGETARY IMPACT:

The recommended redesign will cost \$20,869 this year and \$8,723 annually plus 5% for the next four years. This is inclusive of the annual maintenance and support fees the City is already paying as detailed above.

LEGAL ANALYSIS:

None

RECOMMENDATION/PROPOSED MOTION:

I move to authorize the City Administrator to sign the attached Master Services Agreement with Civic Plus to redesign the City's website as recommended by the Communications Committee.

Master Services Agreement

THIS Master Services Agreement (“Agreement”) is agreed to by and between CivicPlus, Inc., d/b/a CivicPlus (“CivicPlus”) and Fair Oaks Ranch, Texas (“Client”) (jointly, “Parties”) and shall be effective as of the later date of signing indicated at the end of this Agreement (“Effective Date”).

RECITALS

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;

WHEREAS, Client wishes to engage in a relationship with CivicPlus for such services and/or license for use of proprietary software developed and owned by CivicPlus;

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. The term of this agreement shall be the later of 1 year from the Effective Date or the termination or expiration of any associated Statement of Work (“SOW”).
2. Either Party may terminate this Agreement or any associated SOW at the end of the Agreement term by providing the other Party with 60 days’ written notice prior to the contract renewal date.
3. Unless terminated by either Party pursuant to Section 2, this Agreement will renew another 1-year term.
4. Notwithstanding the above, in the event this Agreement or any SOW is terminated, any outstanding invoices for Project Development shall become due in full and any outstanding Annual Services shall be prorated from the beginning of the renewal term to the date of termination.

Statements of Work

5. CivicPlus agrees to perform services and/or produce deliverables in accordance with the Statement(s) of Work in consideration of the fees described in the same Statement(s) of Work. Multiple and successive Statement(s) of Work may be entered into hereto. Such Statement(s) of Work are incorporated into this Agreement by reference and subject to the terms & conditions contained herein pursuant to Section 22.

Invoicing & Payment Terms

6. Invoices shall be sent electronically in the manner described in the relevant Statement of Work. Upon request CivicPlus will mail invoices and the Client will be charged a \$5.00 convenience fee.
7. Payment shall be due 30 days from date of invoice. Unless otherwise limited by law, a finance charge of 2.9 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).
8. 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.

Ownership & Content Responsibility

9. Upon full and complete payment of submitted invoices for any SOW Project Development Fees, Client will own the Customer Content (defined as any 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).
10. Upon completion of any SOW Project Development, 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 project.

Intellectual Property & Ownership

12. 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.
13. 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.

Indemnification

14. **CivicPlus must indemnify, hold harmless, and defend Client from and against liability for any claims arising out of the work activities conducted in connection with this Agreement.**
15. **CivicPlus is an independent contractor and is not, with respect to its acts or omissions, an agent or employee of the Client.**
16. **CivicPlus must at all times exercise reasonable precautions on behalf of, and be solely responsible for, the safety of its employees while in the vicinity where the work is being done. The Client is not liable or responsible for the negligence or intentional acts or omissions of CivicPlus or CivicPlus employees.**
17. **The Client assumes no responsibility or liability for damages which are directly or indirectly attributable to premise defects. Responsibility for all such defects is expressly assumed by CivicPlus.**
18. **The Client and CivicPlus must provide the other prompt and timely notice of any covered event which in any way affects or might affect CivicPlus or Client. The Client has the right to compromise and defend the same to the extent of its own interests.**
19. **BOTH CLIENT AND CIVICPLUS EXPRESSLY INTEND THIS INDEMNITY PROVISION TO REQUIRE CIVICPLUS TO INDEMNIFY AND PROTECT THE CLIENT FROM THE CONSEQUENCES OF THE CLIENT'S OWN NEGLIGENCE WHILE CLIENT IS PARTICIPATING IN THIS AGREEMENT, WHERE THAT NEGLIGENCE IS A CONCURRING CAUSE OF THE DAMAGES. THIS INDEMNITY PROVISION DOES NOT APPLY TO ANY CLAIM WHERE DAMAGE IS PROVEN TO RESULT FROM THE SOLE NEGLIGENCE OF THE CLIENT.**

Liabilities

20. 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.
21. CivicPlus assumes all responsibility and liability for any and all use of any and all data obtained or accessed by CivicPlus in the performance of the work described in this Agreement if used for any reason other than those explicitly authorized by this Agreement, including any third-party disclosure not specifically authorized by this Agreement.
22. 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.
23. 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.
24. 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.

- 25. Client shall comply with all applicable local, state, and federal laws, treaties, regulations, and conventions in connection with its use of any CivicPlus Property.

Force Majeure

- 26. 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 Government, act of public enemy, or other cause of similar or dissimilar nature beyond its control.

Taxes

- 27. Client qualifies as an exempt agency under the Texas Limited Sales, Excise and Use Tax Act (the "Tax Act"), and is not subject to any State or City sales taxes on materials incorporated into the project. Labor used in the performance of this contract is also not subject to State or City sales taxes. Client will provide an exemption certificate to CivicPlus. CivicPlus must have a sales tax permit issued by the Comptroller of Public Accounts and shall issue a resale certificate complying with the Tax Act, as amended, when purchasing said materials. CivicPlus is responsible for any sales taxes applicable to equipment purchases, rentals, leases, consumable supplies which are not incorporated into the project, tangible personal property purchased for use in the performance of this Agreement and not completely consumed, or other taxable services used to perform this contract, or other taxes required by law in connection with this Agreement.

Other Documents

- 28. The following are to be attached to and made part of this Contract:
 - a. Exhibit A - Statement(s) of Work.
- 29. In the case of any conflict between the terms of this Agreement and any incorporated documents, such conflicts shall be resolved with the incorporated documents taking the following order of precedence:
 - a. This Master Services Agreement;
 - b. Exhibit A - Statement(s) of Work in descending order of execution (for example, the most recent SOW will control over other in the event of a conflict in terms).

Miscellaneous Provisions

- 30. 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.
- 31. No amendment or change to this Agreement or any included SOW shall be effective unless by a written instrument executed by each of the Parties.
- 32. Venue for any cause of action arising under this contract is Bexar County, Texas. This contract is governed by the laws of the State of Texas both as to interpretation and performance. This contract shall, in any dispute over its meaning or application, be interpreted fairly and reasonably, and not more strongly for or against either party.
- 33. CivicPlus shall provide Client with a Certificate of Insurance that complies with the Insurance Requirements attached as Exhibit B.

Acceptance

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

Client

Date

CivicPlus

Date

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

Contracts@CivicPlus.com

We will e-mail a counter-signed copy of the contract back to you so we can 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. 4th Street, Suite 500

Manhattan, KS 66502

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

Exhibit B

Professional Liability Insurance: professional errors and omissions liability insurance with limits of liability not less than \$1,000,000 per occurrence covering all work performed by the Professional, its employees, sub-contractors, or independent contractors. If this coverage can only be obtained on a "claims made" basis, the certificate of insurance must clearly state coverage is on a "claims made" basis and coverage must remain in effect for at least two years after final payment with the Professional continuing to furnish the City certificates of insurance.

Workers Compensation Insurance: The Professional shall carry and maintain during the term of this Agreement, workers compensation and employers liability insurance meeting the requirements of the State of Texas on all the Professional's employees carrying out the work involved in this contract.

General Liability Insurance: The Professional shall carry and maintain during the term of this Agreement, general liability insurance on a per occurrence basis with limits of liability not less than \$1,000,000 for each occurrence and for fire damage. For Bodily Injury and Property Damage, coverage shall be no less than \$1,000,000. As a minimum, coverage for Premises, Operations, Products and Completed Operations shall be \$2,000,000. This coverage shall protect the public or any person from injury or property damages sustained by reason of the Professional or its employees carrying out the work involved in this Agreement. The general aggregate shall be no less than \$2,000,000.

Automobile Liability Insurance: Professional shall carry and maintain during the term of this Agreement, automobile liability insurance with either a combined limit of at least \$1,000,000 per occurrence for bodily injury and property damage or split limits of at least \$1,000,000 for bodily injury per person per occurrence and \$1,000,000 for property damage per occurrence. Coverage shall include all owned, hired, and non-owned motor vehicles used in the performance of this contract by the Professional or its employees.

Subcontractor: In the case of any work sublet, the Professional shall require subcontractor and independent contractors working under the direction of either the Professional or a subcontractor to carry and maintain the same workers compensation and liability insurance required of the Professional.

Qualifying Insurance: The insurance required by this Agreement shall be written by non-assessable insurance company licensed to do business in the State of Texas and currently rated "B+" or better by the A.M. Best Companies. All policies shall be written on a "per occurrence basis" and not a "claims made" form.



Exhibit A.1 - CivicPlus Statement of Work #1

All Quotes are in US Dollars and Valid for 30 Days from January 2, 2017

CivicPlus Project Development Services & Scope of Services for CP Advanced Redesign			
Design & Project Overview		Annual Fee	One Time Fee
<ul style="list-style-type: none"> • New responsive design presented on Aurora • Redevelop navigation method (may choose top drop-down or other options) • Design setup – wireframe • Print this page option • Email this page option • Breadcrumbs • Sitemap • Redevelop graphic elements of website (Newsflash, FAQs, Calendar, etc.) • Project Management • Testing • Review • Content <ul style="list-style-type: none"> ○ Includes migrating of all existing content and retouching of published pages to ensure new site styles are applied and modules are related to feature columns. ○ Contact information will be moved to an info advanced area if previously formatted in a right contact layout. ○ Pages will be moved to coordinate with new menu structure <p>Note: Content will be reformatted and broken up (shortened or re-sectioned) for usability and consistency. No new content will be developed during this process.</p> <ul style="list-style-type: none"> • Spelling and broken links will be checked and updated by our team where possible. Additional report will be provided to client • Six hours of webinar group training for 2 people that will be scheduled during the project with other client participants • CivicSend – Visually Rich Communication Solution • Inclusion of all standard modules (see follow page for complete list) 		\$3,095	\$12,920
Add-On Options			
Content Development – Develop all Content Pages	<i>Optional</i>		
Subsite	<i>Optional</i>		
Additional Banners	<i>Optional</i>		
12 hours interactive webinar training (up to 6 employees)	<i>Optional</i>		
Media Center Module	<i>Optional \$1,000 per year</i>		
Annual Increase to Current 2016-2017 Annual Support, Maintenance and Hosting Fees		\$3,095	
Total One-Time Fee			\$12,920
Total Due		\$16,015	

1. Performance under this Redesign Sales Form is subject to the terms and conditions of the original website development contract between CivicPlus and Fair Oaks Ranch, TX.
2. The Total One-Time will be invoiced upon agreement signing. The Annual increase to the Current 2016-2017 Annual Support Maintenance and Hosting fees shall be prorated to correspond to October 1-September 30 billing cycle.
3. Invoicing for Annual Support, Maintenance and Hosting Fees are subject to 5% annual increase.



- 4. After initiation of this CP Advanced Redesign Package contract, Client will begin building eligibility for a CP Advanced redesign. After 48 months under the terms of this contract and associated pricing, Client will be fully eligible for a CP Advanced Redesign.
- 5. 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

Date

CivicPlus

Date

Current 2016-2017 Annual Support, Maintenance and Hosting Fee Includes Features & Services described in Addendum 1	\$5,628.84
---	-------------------



Addendum 1 to Exhibit A.1 – Hosting, Support and Service Level Agreement

Hosting Details

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



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 two 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)	Install Service Patches for OS System Enhancements
24/7 Emergency Support	Fixes
Dedicated Support Personnel	Improvements
Usability Improvements	Integration
Integration of System Enhancements	Testing
Proactive Support for Updates & Fixes	Development
Online Training Manuals	Usage License
Monthly Newsletters	
Routine Follow-up Check-ins	
CivicPlus Connection	



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

Service Credit Percentage

Less than 99.9%

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 make insure that in the event of a disaster that make 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	Service Credit Percentage
8 Hours	10% of one month’s fee
Recovery Point Objective	Service Credit Percentage
24 Hours	10% of one month’s fee



CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)

4/15/2016

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).

PRODUCER Charlson-Wilson Insurance 555 Poyntz Avenue, Suite 205 P.O. Box 1989 Manhattan KS 66505-1989	CONTACT NAME: Brooke Steiner PHONE (A/C, No. Ext): (785)537-1600 E-MAIL ADDRESS: bsteiner@charlsonwilson.com	FAX (A/C, No): (785)537-1657	
	INSURER(S) AFFORDING COVERAGE INSURER A: Chubb Group of Ins. Companies		NAIC #
INSURED ICON Enterprises, Inc., DBA: DBA Civic Plus 302 S. 4th Street, Suite 500 Manhattan KS 66502	INSURER B :		
	INSURER C :		
	INSURER D :		
	INSURER E :		
	INSURER F :		

COVERAGES

CERTIFICATE NUMBER: Master 2016-2017

REVISION NUMBER:

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

INSR LTR	TYPE OF INSURANCE	ADDL INSD	SUBR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS	
A	<input checked="" type="checkbox"/> COMMERCIAL GENERAL LIABILITY <input type="checkbox"/> CLAIMS-MADE <input checked="" type="checkbox"/> OCCUR GEN'L AGGREGATE LIMIT APPLIES PER: <input checked="" type="checkbox"/> POLICY <input type="checkbox"/> PRO-JECT <input type="checkbox"/> LOC OTHER:			3602-53-12	5/17/2016	5/17/2017	EACH OCCURRENCE	\$ 2,000,000
							DAMAGE TO RENTED PREMISES (Ea occurrence)	\$ 2,000,000
							MED EXP (Any one person)	\$ 10,000
							PERSONAL & ADV INJURY	\$ 1,000,000
							GENERAL AGGREGATE	\$ 2,000,000
							PRODUCTS - COMP/OP AGG	\$ 2,000,000
							Information & Network Tech	\$ 3,000,000
A	<input checked="" type="checkbox"/> AUTOMOBILE LIABILITY <input type="checkbox"/> ANY AUTO <input type="checkbox"/> ALL OWNED AUTOS <input type="checkbox"/> HIRED AUTOS <input type="checkbox"/> SCHEDULED AUTOS <input type="checkbox"/> NON-OWNED AUTOS			(16) 7358-87-92	5/17/2016	5/17/2017	COMBINED SINGLE LIMIT (Ea accident)	\$ 1,000,000
							BODILY INJURY (Per person)	\$
							BODILY INJURY (Per accident)	\$
							PROPERTY DAMAGE (Per accident)	\$
							Terrorism	\$
A	<input checked="" type="checkbox"/> UMBRELLA LIAB <input type="checkbox"/> EXCESS LIAB OCCUR CLAIMS-MADE DED RETENTION \$			7989-49-14	5/17/2016	5/17/2017	EACH OCCURRENCE	\$ 3,000,000
							AGGREGATE	\$
								\$
A	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH) If yes, describe under DESCRIPTION OF OPERATIONS below	Y/N	N/A	(17)7174-92-49	5/17/2016	5/17/2017	<input checked="" type="checkbox"/> PER STATUTE <input type="checkbox"/> OTH-ER	
							E.L. EACH ACCIDENT	\$ 1,000,000
							E.L. DISEASE - EA EMPLOYEE	\$ 1,000,000
							E.L. DISEASE - POLICY LIMIT	\$ 1,000,000
A	Directors & Officers Professional Liability			8242-9361 3602-53-12	5/17/2016 5/17/2016	5/17/2017 5/17/2017	Aggregate Limit	\$1,000,000
							Aggregate Limit	\$3,000,000

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

CERTIFICATE HOLDER**CANCELLATION**

ICON Enterprises Inc. D/B/A Civicsplus 304 S. 4th Street Manhattan, KS 66502	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/AMB
	

© 1988-2014 ACORD CORPORATION. All rights reserved.

ELECTION CALENDAR FOR MAY 6, 2017

January 18	First day to File Application for Candidacy First day for Filing Declaration of Write-in Candidacy
February 17	Last day for Filing Application for Candidacy Last day for Ordering Election
February 21	Last day for a Write-in Candidate to declare Candidacy
February 22	First day a general election can be cancelled if each candidate in election is unopposed
February 24	Last day for a Candidates to withdraw from election
February 27	Drawing for Order of Names on the ballot
March 22	First day to mail Early Voting ballots, if available
March 29	Last day to mail balloting materials for Early Voting by mail
April 6	Last date to register to vote
April 14	Last day to post notice of election on City Hall bulletin board and website
April 6-26	Period for publishing Notice of Election in paper
April 20	Last day to receive Application from voter in Person for a ballot to be voted by Mail
April 24	First day for Early Voting in Person
April 25	Last day to receive Application by Mail for a ballot to be voted by Mail
May 2	Last day of Early Voting in Person
May 6	Election Day Post Unofficial Tabulation of Results
May 8	Last day to deliver Provisional Ballots to each County Voter Registrar
May 9	Provide Statement of Elected Officer and Oath of Office to candidates who appear to have won, or may win
May 9-17	Period for Official Canvass Special Council Meeting Required (May 12) Issues Certificate of Election
May 12	First day elected officials may assume duties of office assuming Canvass is complete

Dates/process subject to change