

Memo

To: Village Board

Fr: Trevor Fuller, Director of Planning and Community Development

Re: ACTION RE: APPROVAL OF MASTER SERVICES AGREEMENT WITH CIVICPLUS FOR CODE ENFORCEMENT AND PERMITTING SOFTWARE

Date: 02 February 2023

The Village of Allouez has been working with CivicGov, a subsidiary of CivicPlus, to take over as our web-based building inspection software provider. In addition to building inspection, CivicGov would also provide the village with code enforcement software.

The additional software has been discussed for some time and was included in the 2022 and 2023 Village of Allouez Budgets. The village delayed implementation in 2022 due to staff turnover. Now that the department is fully staffed, staff is ready to proceed with the scope of work and implementation.

Attached is the Scope of Work and Master Services Agreement that has been reviewed by Village Counsel. Staff recommends approval of the contract.

The Village Board is asked to review and approve staff to enter into a agreement with CivicPlus for Code Enforcement and Permitting Software.

**CivicPlus**

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

Quote #:

Q-29493-2

Date:

9/19/2022 3:06 PM

Expires On:

2/28/2023

Client:

ALLOUEZ, WISCONSIN

Bill To:

ALLOUEZ, WISCONSIN

SALESPERSON	Phone	EMAIL	DELIVERY METHOD	PAYMENT METHOD
Beau Hendrix	x	beau.hendrix@civicplus.com		Net 30

QTY	PRODUCT NAME	DESCRIPTION	PRODUCT TYPE
1.00	CivicGov Additional Data Import	MyGov Permits to CivicGov Permits	One-time
1.00	CivicGov Code Enforcement Annual	CivicGov Code Enforcement Annual	Renewable
1.00	CivicGov Code Enforcement Setup	CivicGov Code Enforcement Setup	One-time
1.00	CivicGov Permitting Annual	CivicGov Permitting Annual	Renewable
1.00	CivicGov Permitting Setup	CivicGov Permitting Setup	One-time
1.00	CivicGov ICC Code Integration (population based) Annual	Unlimited Users – up to 9 Titles	Renewable
1.00	CivicGov ICC Code Integration (population based) Setup	CivicGov ICC Code Integration (population based) Setup	One-time
1.00	CivicGov Mobile App (Offline Inspections) Annual	CivicGov Mobile App (Offline Inspections) Annual	Renewable
1.00	CivicGov Mobile App (Offline Inspections) Setup	CivicGov Mobile App (Offline Inspections) Setup	One-time
Total Investment - Year 1		USD 12,299.99	
Annual Recurring Services - Year 2		USD 9,999.99	

Total Days of Quote:334

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 from date of signing through December 31, 2023 ("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 Fees shall be invoiced as follows:
- Upon signing of this SOW – one half (50%) of the Total Investment - Year 1 Fees;
 - The earlier of 6 months from signing or upon completed implementation – the remaining half of the Total Investment - Year 1 Fees.
4. Annual Recurring Services shall be invoiced on the start date, January 1, 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 year 3. Client will pay all invoices within 30 days of the date of such invoice.
5. CivicPlus shall not be liable for the accuracy, content, interpretation or use of the Services provided in association with this Agreement.
6. Client understands and agrees that CivicGov is not intended to collect or store any credit card information, financial information, or protected health information and that Client shall not collect or store any such information in CivicGov. For the sake of clarity, CivicGov is not PCI DSS or HIPAA compliant, and Client shall not use it for PCI DSS or HIPAA purposes.
7. **If** Client uses the CivicGov integration with CivicPlus Pay, then Client may take online credit card payments for certain services or products they provide via CivicGov. As such, through CivicPlus Pay, CivicPlus facilitates an automated process for redirecting credit card payments to Client's chosen payment gateways / merchant account processors. For card payments, CivicPlus will redirect any payments processing to the Client's merchant account processor gateway, and the merchant account processor gateway presents the payment form page and processes the card payment. CivicPlus does not transmit, process or store cardholder data and does not present the payment form. CivicPlus implements and maintains PCI compliant controls for the system components and applications that provide the redirection services only.
8. For the purposes of obtaining merchant account services through CivicPlus Pay, Client may choose to utilize the designated merchant account for CivicGov through an integrated partnership with a merchant provider that is within CivicPlus's network ("Partner Network"). In the event Client chooses a merchant account from the Partner Network ("Integrated Partner"), Client will enter into a merchant account such Integrated Partner. Such agreement's terms and conditions will solely enure to the benefit and obligation of Client; CivicPlus shall not be a party to such agreement. In the event Client chooses an Integrated Partner merchant account provider, CivicPlus will provide Client and Integrated Partner contact information to the other party for contracting purposes, and shall integrate the Integrated Partner merchant account system at no additional charge to Client. If Client desires to use an integrated merchant account processor gateway besides one of the Integrated Partners designated as members of the Partner Network, CivicPlus will provide Client with a list of approved processors and an integration fee will be charged to Client. Client agrees to assume responsibility for ensuring execution of a merchant account contract with Client's select merchant account provider, to comply with all terms and conditions of such contract and pay all fees required to maintain the services. Client acknowledges that the fees set forth in this SOW do not include any transaction, processing or other fees imposed by Client's merchant account processor. Client is fully responsible for their relationship with their selected processor. In no event will CivicPlus: (i) take part in negotiations, (ii) pay any fees incumbent on the Client or merchant account, or (iii) acquire any liability for the performance of services of any chosen merchant account processor, including those in the Partner Network. Client acknowledges switching to a different merchant account processor after signing this SOW may incur additional fees and require a written and signed modification to this SOW. Client shall continue to be responsible for negotiating and executing any merchant account agreement as described herein for any additional merchant account processor changes.

9. Client understands and agrees that CivicPlus is not liable for any failure of service or breach of security by any merchant account processor gateway provider selected by Client, whether such provider is an Integrated Partner or not.

10. CivicPlus leverages auto-monitoring tools to proactively detect and identify server performance and alert us of potential issues. In the unlikely event we encounter a critical issue, our engineering team will act promptly and provides regular status updates via our Help Center's online status page. CivicPlus guarantees a web server uptime of 99.9 percent.

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

CivicPlus

By:

By:

Name:

Name:

Title:

Title:

Date:

Date:

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