

RESOLUTION NO. 2019 - 270

A RESOLUTION BY THE BOARD OF COUNTY COMMISSIONERS OF ST. JOHNS COUNTY, FLORIDA, AUTHORIZING THE COUNTY ADMINISTRATOR, OR DESIGNEE, TO PURCHASE AND ENTER INTO THE MOBILE APPLICATION CUSTOMER AGREEMENT WITH CITY SOURCED, INC, FOR THE CITY SOURCED MOBILE APPLICATION FOR SJC PUBLIC WORKS.

RECITALS

WHEREAS, the County desires to purchase a mobile application from CitySourced, Inc, for the purpose of improving citizen engagement regarding requests, communications and updates; and

WHEREAS, CitySourced, Inc, is the only provider of the mobile application that is fully integrated with the County's maintenance management system, CityWorks; and

WHEREAS, the purchase and annual costs for the mobile application will be funded by the SJC Public Works Department; and

WHEREAS, said purchase serves a public purpose.

NOW, THEREFORE BE IT RESOLVED BY THE BOARD OF COUNTY COMMISSIONERS OF ST. JOHNS COUNTY, FLORIDA, as follows:

Section 1. The above Recitals are incorporated by reference into the body of this Resolution and such Recitals are adopted as finds of fact.

Section 2. The County Administrator, or his designee, is hereby authorized to enter into the Mobile Application Customer Agreement with CitySourced, Inc., and is further authorized to execute the Agreement on behalf of the County for the mobile application for the first year cost of \$38,650, and annual costs in year two and beyond of \$32,650 per year.

Section 3. To the extent that there are typographical or administrative errors that do not change the tone, tenor, or concept of this Resolution, this Resolution may be revised without subsequent approval by the Board of County Commissioners.

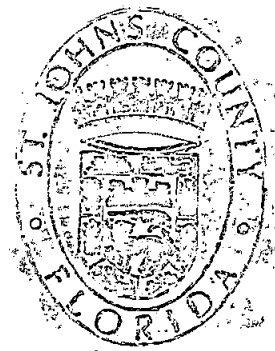
PASSED AND ADOPTED by the Board of County Commissioners of St. Johns County, Florida, this 20 day of August, 2019.

BOARD OF COUNTY COMMISSIONERS OF
ST. JOHNS COUNTY, FLORIDA

By: Paul M. Waldron
Paul M. Waldron, Chair

ATTEST: Hunter S. Conrad, Clerk
By: Tom Galter
Deputy Clerk

RENDITION DATE 8/23/19



CITYSOURCED, INC.
MOBILE APPLICATION CUSTOMER AGREEMENT

This Mobile Application Customer Agreement (this "Agreement") is entered into by and between CitySourced, Inc. ("Provider"), having a principal place of business at 1545 Sawtelle Blvd., Suite 36, Los Angeles, CA 90025 and the County of St. Johns, Florida, a political subdivision of the State of Florida ("Subscriber") and is effective upon signature by the Subscriber (the "Effective Date"). In consideration of the mutual agreements contained herein, the parties hereto agree as follows:

1. Software, Support Services.

1.1 General. Provider is an application services provider that has developed a mobile application that allows end users to send messages to Subscriber via a mobile device (the "Application"). Provider has developed associated software that allows Subscriber the ability to receive and respond to such messages (together with future versions of such software made by Provider from time to time, collectively the "Software"), as further described on Schedule A.

1.2 Access, Fees. Commencing no later than sixty (60) days after the Effective Date, and provided that the Subscriber has delivered all necessary assets to Provider for deployment, Provider shall provide to Subscriber access to the Software at the level described in the attached Schedule A via an Internet web browser under the terms and conditions of this Agreement and in consideration of the fees described in Schedule A.

1.3 Support Services. Subscriber acknowledges and agrees that Provider does not provide custom development for the Software, except pursuant to a separate, written support and custom development agreement and at Provider's hourly charges as defined in Schedule A.

1.4 No Consulting or Advisory Services. Subscriber acknowledges and agrees that Provider is not providing any consulting or advisory services to Subscriber, legal or otherwise, in connection with the Software or Application.

1.5 Geographical Files. Promptly following the Effective Date, Subscriber shall provide to Provider the geographic boundary file for the applicable covered area (the "Area") in the form of an ESRI shape file. Additionally, any geographic data including, but not limited to, municipal district boundaries, school board boundaries, shall be provided by the Subscriber at the Provider's request if such data exists.

1.6 Promotion. In consideration for the rights granted hereunder by Provider, Subscriber agrees to use its reasonable, good faith efforts to promote the Application in the Area, which includes without limitation (a) posting a link on Subscriber's main website page to download of the Application, (b) emailing or otherwise notifying the residents in the Area of the availability of the Application and associated services, and (c) contacting local news and media outlets about the availability of the Application and associated services.

1.7 Third Party Providers. In addition to the Application and the Software and at the request of the Subscriber, Provider may make available to Subscriber additional software products licensed by third party provider(s) (each a "Third Party Provider") to be integrated with the Application and/or Software. Such third party's software is provided "As Is". The use of such software shall be governed by the terms and conditions provided by the respective Third Party Provider. Subscriber will be required to accept such terms and conditions prior to their use of the additional software products. Subscriber is responsible for

reviewing and complying with any licenses necessary to use any such third-party software.

2. Intellectual Property Rights. Subject to the terms and conditions of this Agreement, Provider hereby grants to Subscriber a limited, non-exclusive, non-transferable, non-sublicensable license to access and use the versions of the Software indicated on Schedule A as specifically permitted hereunder. The Subscriber hereby grants to Provider: (i) an irrevocable, perpetual, royalty-free license to all information stored by the Software and Application as assigned and used by the Subscriber during this Agreement ("Data"); and (ii) an irrevocable, perpetual, royalty-free license to compile, collect, copy, modify, publish and use anonymous and aggregate data generated from or based on the Data or the Subscriber's use of the Software or Application. Other than the rights expressly granted in this Agreement, each party retains all of its rights to its trademarks, logos, trade names, and service marks (collectively, "Brands"), Web site(s), technologies, patents, copyrights, trade secrets, know-how, and other intellectual property and proprietary rights. Without limiting the generality of the foregoing, (i) Provider shall at all times solely and exclusively own all rights, title, and interest in and to the Software and Application, and all intellectual property rights therein; and (ii) Subscriber shall at all times solely and exclusively own all rights, title, and interest in and to the Data, and all intellectual property rights therein. No implied licenses are granted herein. Subscriber agrees not to use any reverse compilation, reverse engineering, decompilation or disassembly techniques or similar methods to determine any design structure, concepts and construction method of the Application or Software or replicate the functionality of the Application or Software for any purpose. Subscriber shall not remove, modify, or obscure any Provider or other copyright, trademark, and other proprietary notices affixed to or displayed on the Application or Software, and shall not allow any third party to take any such action.

3. Term and Termination.

3.1 Term. This Agreement shall commence on the Effective Date and continue until the "Termination Date" listed on Schedule A, or terminated in the manner provided in Section 3.2 Below.

3.2 Termination. Either party may terminate this Agreement at any time upon: (i) 60 days written notice to the non-terminating party (a "Termination of Convenience"); (ii) written notice in the event the other party has committed a material breach of this Agreement which remains uncured forty-five (45) days after written notice of such breach. Provided further that Provider may terminate this Agreement immediately upon written notice for failure by Subscriber to pay the required fees or breach of Sections 2 or 4. In the event of a Termination of Convenience initiated by Subscriber, there will be no refund (pro rata or otherwise) of fees or monies paid to Provider by Subscriber.

3.3 Effect of Termination. Upon termination for any reason, Subscriber shall cease all use of the Software and Application.

4. Confidential Information.

4.1 Definition of Confidential Information. Provider and Subscriber understand and agree that in the performance of this Agreement, each party may have access to or may be exposed to, directly or indirectly, proprietary or confidential information of the other party, including, but not limited to, trade secrets, Web site usage statistics, marketing and business plans and technical information ("Confidential Information").

4.2 Protection of Confidential Information. Each party agrees that it shall not, during the term of this Agreement and after its termination, use (except as expressly authorized by this Agreement) or disclose Confidential Information of the other party without the prior written consent of the other party, unless the receiving party can prove such Confidential Information (i) was known to the receiving party prior to the Effective Date of this Agreement, or (ii) is or becomes publicly available without breach of this Agreement, or (iii) becomes known to the receiving party after rightful disclosure from a third party not under an obligation of confidentiality; or (iv) was independently developed by the receiving party without the use of the disclosing party's Confidential Information. The receiving party will have the right to disclose Confidential Information without being in breach of this Agreement to the minimum extent necessary to comply with a lawful court order, government regulation or applicable local, state or federal law, provided that the receiving party provide the disclosing party with reasonable 21 day advance written notice thereof. In addition, the receiving party agrees to take all reasonable measures to protect and maintain in confidence the Confidential Information received from the disclosing party. With respect to Confidential Information disclosed by a party under this Agreement, this Section 4 shall supersede any existing agreement relating to confidential treatment and/or non-disclosure of Confidential Information.

5. Warranties.

5.1 By Both Parties. Each party represents and warrants to the other party that (i) it has the right to enter into this Agreement and perform its obligations hereunder in the manner contemplated by this Agreement, and (ii) this Agreement shall not conflict with any other agreement entered into by it.

5.2 By Subscriber. Subscriber represents; warrants, and covenants that it shall comply with all applicable laws of the United States of America, any State thereof, and any other applicable rules, ordinances, and regulations in connection with the performance of Subscriber's obligations under this Agreement.

6. Disclaimer. EXCEPT AS OTHERWISE DESCRIBED IN THIS AGREEMENT: (I) THE SOFTWARE AND APPLICATION ARE PROVIDED "AS IS" WITHOUT ANY WARRANTY, AND SUBSCRIBER'S USE OF THE SOFTWARE AND APPLICATION OR ANY DATA ACCESSED OR OBTAINED THEREFROM IS SOLELY AT SUBSCRIBER'S OWN RISK. PROVIDER DOES NOT WARRANT THAT THE SOFTWARE OR APPLICATION WILL MEET SUBSCRIBER'S REQUIREMENTS OR THAT THE OPERATION WILL BE UNINTERRUPTED OR ERROR-FREE; AND (II) TO THE FULLEST EXTENT PERMISSIBLE UNDER APPLICABLE LAW, PROVIDER DISCLAIMS ALL REPRESENTATIONS AND WARRANTIES, EXPRESS, IMPLIED, AND STATUTORY, CONCERNING THE SOFTWARE AND APPLICATION, OR OTHERWISE RELATED TO THIS AGREEMENT, INCLUDING, BUT NOT LIMITED TO, THE IMPLIED WARRANTIES OF MERCHANTABILITY AND FITNESS FOR A PARTICULAR PURPOSE, AND ANY STATUTORY WARRANTIES OF NON-INFRINGEMENT.

7. Limitation of Liability. EXCEPT FOR A BREACH OF SECTIONS 2 OR 4, IN NO EVENT SHALL EITHER PARTY BE LIABLE TO THE OTHER PARTY OR TO ANY THIRD PARTY FOR ANY INDIRECT, INCIDENTAL, SPECIAL, EXEMPLARY OR CONSEQUENTIAL DAMAGES, INCLUDING, BUT NOT LIMITED TO, LOST PROFITS, ARISING OUT OF OR IN RELATION TO THIS AGREEMENT. PROVIDER'S AGGREGATE LIABILITY AND THAT OF ITS AFFILIATES AND SUPPLIERS UNDER OR IN CONNECTION WITH THIS AGREEMENT SHALL BE LIMITED TO THE AMOUNT PAID FOR THE SOFTWARE, IF ANY. THIS LIMITATION WILL APPLY EVEN IN THE EVENT OF A FUNDAMENTAL OR MATERIAL BREACH OR A BREACH OF

THE FUNDAMENTAL OR MATERIAL TERMS OF THIS AGREEMENT.

8. Indemnity.

8.1 By Subscriber. To the extent permitted by law, Subscriber agrees to indemnify; defend and hold Provider harmless from all expenses, losses, damages or liabilities (including reasonable legal fees) arising out of or relating to any third party claims, demands, or suits, to the extent resulting from any data or content included in or used in conjunction with the Software or through the use of the Application by Subscriber.

8.2 By Provider. Provider agrees to indemnify, defend and hold Subscriber harmless from all expenses, losses, damages or liabilities (including reasonable legal fees) arising out of or relating to any third party claims, demands, or suits to the extent resulting from the infringement or misappropriation of any third party's issued U.S. patent or copyright through the use of the Software. The foregoing indemnification obligation shall not apply to the extent the alleged infringement is caused by: (a) unauthorized changes or modifications to the Software by, or at the request of, Subscriber or any third party; or (b) combinations of the Software with any product not supplied or specified by Provider under this Agreement. If a claim contemplated above is brought, Provider shall, at its sole option and expense, and within a reasonable period, (1) procure for Subscriber the right to continue using the allegedly infringing item; (2) replace the same with a non-infringing item providing equivalent functions and efficiency; (3) modify the same to be non-infringing without loss of functionality; or (4) if none of the foregoing is reasonably available to Provider, Provider shall require Subscriber to discontinue use of the infringing item and Provider shall provide a refund of the amounts paid by Subscriber to Provider under this Agreement during the six (6) months preceding the effective date of such discontinuance. This Section 8.2 sets forth Provider's sole liability, and Subscriber's sole and exclusive remedy, in lieu of all others, with respect to infringement and shall take precedence over any exhibits, or schedules attached hereto.

9. Procedures. The obligations under this Section 8 are conditioned upon the party seeking indemnification (i) giving the indemnifying party prompt written notice of any claim, action, suit or proceeding; (ii) granting complete control of the defense and settlement to the indemnifying party; and (iii) reasonably cooperating with the indemnifying party at the indemnifying party's expense.

10. Force Majeure. Neither party shall be liable to the other or any other person or entity for any delay or failure in the performance of this Agreement or for loss or damage of any nature whatsoever suffered by such party due to disruption or unavailability of communication facilities, utility or Internet service provider failure, acts of war, acts of vandalism, terrorism, lightning, fire, strike or any other causes beyond such party's reasonable control.

11. Verification. Provider may, at its sole cost and expense, conduct automated audits of Subscriber's use of the Software and Application to ensure Subscriber's compliance with the terms and conditions contained in this Agreement, provided that any such audits do not interfere with Subscriber's business activities. Provider shall be permitted to conduct automated audits at its discretion, provided that such automated audits take place without accessing Subscriber's internal information technology networks and do not interfere with Subscriber's use of the Software. If an audit reveals that Subscriber has utilized more users than authorized or otherwise underpaid fees to Provider, Subscriber shall pay Provider applicable fees based upon Provider's then-current fee schedule.

12. **Independent Contractor.** The relationship of Parties is solely that of independent contractors. Nothing contained in this Agreement shall be construed to give either party the power to direct or control the activities of the other or constitute either party as the other's partner, joint venturer, co-owner, agent, franchisee or employee.

13. Billing:

13.1 Fees. All Fees listed on Schedule A are exclusive of all taxes; billed on an annual basis in advance; and, due upon receipt of invoice. This secures site, servers and resources necessary to begin project. Payments over 45 days from initial contract start date will accrue interest at a rate of one (1%) per month. Renewal payments made after contract renewal date will accrue interest at a rate of one (1%) per month.

13.2 Taxes. Our fees do not include any taxes, levies, duties or similar governmental assessments of any nature, including, for example, value-added, sales, use or withholding taxes, assessable by any jurisdiction whatsoever (collectively, "Taxes"). You are responsible for paying all Taxes associated with Your purchases hereunder. If We have the legal obligation to pay or collect Taxes for which You are responsible under this Section 12, We will invoice You and You will pay that amount unless You provide Us with a valid tax exemption certificate authorized by the appropriate taxing authority. For clarity, we are solely responsible for taxes assessable against us based on our income, property and employees.

13.3 Payments. All payments should be made directly to CitySourced, Inc. and will not be deemed received until actually received in Provider offices. Provider mailing address for all payments is:

CitySourced, Inc.
1545 Sawtelle Blvd.; Suite 36
Los Angeles, CA 90025

14. Miscellaneous. This Agreement contains the entire agreement of the parties, and supersedes: (i) any and all previous or contemporaneous agreements with respect to the subject matter hereof, whether oral or written; and (ii) the End User Agreement contained on the Application. In addition, any purchase orders issued by any entity other than Provider shall be valid only for the purpose of identifying this contract for reference purposes only, and any terms included in such purchase orders are void and shall be of no effect. This Agreement shall be binding and shall inure to the benefit of the parties hereto and their respective successors and permitted assigns. This Agreement may not be assigned by Subscriber without Provider's prior written consent, such consent not to be unreasonably withheld. This Agreement may not be assigned by Provider without Subscriber's prior written consent, such consent not to be unreasonably withheld; provided, however, that Provider may assign the rights and obligations under this Agreement in whole, without consent, in connection with the transfer or sale of all or substantially all of its business or in the event of a merger, consolidation or change in control provided the assignee assumes in writing and becomes directly obligated to perform all of the obligations of Provider under this Agreement. Any attempted assignment in violation of the foregoing shall be null and void. All notices and consents required or permitted to be given under this Agreement shall be in writing to the parties at the addresses designated herein or to such other address as either party may designate to the other by written notice, and shall be effective upon receipt. Written notice shall be made in the form of a certified letter, confirmed facsimile transmission or acknowledged receipt of electronic mail. Receipt shall be deemed to have occurred: four days following mailing of a certified letter; upon receipt of confirmation of fax; and upon receipt of confirmation of receipt of e-mail. This Agreement shall be governed in all respects, including validity, interpretation and effect, by the laws of the State of Florida, without reference to the conflicts of laws rules or any other rules that would result in the application of a

different body of law. If any part of this Agreement shall be held to be void or unenforceable, such part will be treated as severable, leaving valid the remainder of this Agreement notwithstanding the part or parts found to be void or unenforceable. No waiver shall be effective unless it is in writing and signed by an authorized representative of the waiving party, and any such waiver shall only be applicable to the specific instance referenced in such writing. This Agreement may be executed in two counterparts, each of which shall be deemed to be an original, and both of which together shall constitute one contract. Fax copies of signatures shall also be treated as originals for purposes of this Agreement. Subscriber acknowledges and agrees that Provider retains the right at any time to change the features, functionality and look-and-feel of the Software and Application. The headings in this Agreement are for purposes of reference only and shall not limit or otherwise affect the meaning hereof. Any outstanding payment obligation of Subscriber, the restrictions and ownership provisions of Section 2, and all of Sections 3.3, 4, 7, 8, 9 and 14, and any other term hereof which contemplates continuing effectiveness, shall survive the termination or expiration of this Agreement for any reason.

15. Referral. Subscriber may know of some organization, municipality, government or other entity that may benefit from Provider's services ("Referred Party"), which Subscriber wishes to refer to Provider (a "Referral"). A Two Hundred and Fifty Dollar (\$250) credit (the "Referral Credit") will be applied toward Subscriber's next subscription billing cycle for each such Referral provided that the following conditions are met: (i) the Subscriber notifies Provider of a Referral via an email to 'info@citysourced.com' ("Referral Notice), which will also include a carbon copy (cc:) to the Referred Party; (ii) the Referral Notice must proceed any written or verbal confirmation by the Referred Party to Provider to engage its services; (iii) Provider and the Referred Party must enter into a contract for the Provider's services within twelve (12) months of the Referral Notice; and (iv) the initial fee to be paid by the Referred Party to Provider for the engaged services has been received. Subscriber shall not be entitled to any additional compensation or expense reimbursement with regard to the Referral. In the event that Provider and Subscriber have terminated their engagement, no Referral Credit will be owed or due to Subscriber.

16. Acceptance. IN WITNESS WHEREOF, the parties have caused this Agreement to be executed by their duly authorized representatives effective as of the Effective Date.

PROVIDER:

Signature: _____

Name: _____

Title: _____

Date: _____

SUBSCRIBER:

Signature: _____

Name: _____

Title: _____

Date: _____

SCHEDULE A

1. SOFTWARE SUBSCRIPTION PACKAGE

Software Package Name	Fee	Term
<input checked="" type="checkbox"/> Enterprise Plus Mobile PaaS <input type="checkbox"/> Enterprise Mobile PaaS <input type="checkbox"/> Cityworks Web Portal	See below.	The "Initial Term" shall be for two (2) calendar year from the Effective Date (the "Termination Date"). Upon the expiration of Initial Term, the term will continue to auto-renew to subsequent annual terms subject to any fee increases implemented by the Provider unless Subscriber notifies Provider in writing of its intention not to extend the term at least thirty (30) days prior to the Termination Date.
For a full listing of software features:	Contact CitySourced Sales	

2. SOFTWARE FEES: Fees are fixed for Initial Term. After Initial Term, the Annual Recurring fees will increase three percent (3%) annually. Additionally, fees may be modified by Provider by written notice to subscriber thirty (30) days in advance of such modification. If Subscriber requests an integration or an integration is included as part of the Software Subscription Package, Subscriber must provide Provider the necessary publicly accessible web service endpoint(s) ("**Endpoints**"). The Endpoints must be standard, based on an official software release by the third party vendor, and cannot be modified in any way. If the Endpoints have been modified, additional fees may apply as determined by Provider.

Any and all custom software development performed by Provider not included in the fees below are billed at current hourly rates and subject to an agreed upon statement of work. All prices below are in US Dollars. *All checked apply:*

Product	One Time Setup	Annual Recurring
<input checked="" type="checkbox"/> CitySourced Service Requests	\$3,500	\$24,700
<input checked="" type="checkbox"/> Waste Reminders	\$2,500	\$7,950
<input checked="" type="checkbox"/> Native iPhone Application	\$0	\$0
<input checked="" type="checkbox"/> Native Android Application	\$0	\$0
<input checked="" type="checkbox"/> Mobile Optimized HTML5 Application	\$0	\$0

3. PRICING SUMMARY:

Year One (1) Setup Costs	\$6,000
Year One (1) Annual Recurring Costs	\$32,650
Year One (1) Total	\$38,650
Year Two (2) Annual Recurring Costs (subject to the "Term" in Section 1 above)	\$32,650

RIDER 1

St. John's County Supplemental Terms and Conditions

1. The following Supplemental Terms and Conditions of St. John's County (the "County") are hereby incorporated into the CitySourced, Inc Mobile Application Customer Agreement ("Agreement") as Rider 1. In the event of a conflict or inconsistency between this Rider 1 and the Mobile Application Customer Agreement, the provisions of Rider 1 shall prevail. The parties agree as follows:

Compensation:

The County shall compensate CitySourced, Inc ("CitySourced") in accordance with the mutually agreed to Schedule A of the Mobile Application Customer Agreement. The maximum amount available as compensation to CitySourced under this Agreement shall not exceed thirty eight thousand six hundred fifty dollars (\$38,650.00) for Year One and \$32,650.00 for Year Two and shall not exceed the amount legally appropriated by St. Johns County for each additional year for services delivered in accordance with the Contract Documents.

It is strictly understood that CitySourced is not entitled to the above-referenced amount of compensation. Rather, compensation shall be based upon CitySourced providing the Services, detailed in the Contract Documents, which are not the subject of a good faith dispute.

The County reserves the right to pro-rate or refuse payment of any submitted invoice where services were not performed in accordance with the terms of the Contract Documents.

2. Availability of Funds.

The County's obligations under this Contract Agreement are subject to the availability of lawfully appropriated funds. While the County will make all reasonable efforts, in order to provide funds needed to perform under this Contract Agreement, (and the County agrees that it shall not execute the Agreement for the purchase of any products or services from CitySourced unless it has properly secured funding for such purchase), the County makes no express commitment to provide such funds in any given County Fiscal Year. Moreover, it is expressly noted that CitySourced cannot demand that the County provide any such funds in any given County Fiscal Year.

3. Permits and Licenses. To the extent that CitySourced needs to obtain/require, and maintain permits, certifications, and/or licenses, in order to perform the Services noted in this Agreement, then CitySourced shall be responsible for securing, obtaining/acquiring, and maintaining, at CitySourced's sole expense, any, and all, permits, certifications, licenses, and/or approvals required by Federal, State, and/or County law, rule, regulation, or ordinance.

4. Independent Contractor Relationship.

CitySourced is, and shall be, in the performance of all work services and activities under this Contract Agreement, an independent contractor, and not an employee, agent, or servant of the County. All persons engaged in any of the work or services performed pursuant to this Agreement shall at all times and in all places be subject to CitySourced's sole direction, supervision, and control.

CitySourced shall exercise control over the means and manner in which it and its employees perform the work, and in all respects CitySourced's relationship and the relationship of its employees to the County shall be that of an independent contractor and not as employees or agents of the County. CitySourced does not have the power or authority to bind the County in any promise, agreement or representation other than specifically provided for in this agreement.

5. Amendments to this Agreement.

Both the County and CitySourced acknowledge that this Agreement constitutes the complete agreement and understanding of the parties. Further, both the County and CitySourced acknowledge that any change, amendment, modification, revision, or extension of this Agreement (other than termination, as noted elsewhere in this Contract Agreement) shall be in writing, and shall be executed by duly authorized representatives of both the County, and CitySourced.

6. Duration & Renewal.

This Contract Agreement shall become effective upon signature by all parties, shall be in effect for an initial contract term of one (1) calendar year, and may be renewed, in one (1) year periods, upon satisfactory performance by CitySourced, mutual agreement by both parties, and the availability of funds. While this Agreement may be renewed as stated in this Article, it is expressly noted that St. Johns County is under no obligation to renew or extend this Contract Agreement. It is further expressly understood that the option of renewal is exercisable only by St. Johns County, and only upon the County's determination that CitySourced has satisfactorily performed the Services noted in the Contract Documents.

7. Public Records

- A. The cost of reproduction, access to, disclosure, non-disclosure, or exemption of records, data, documents, and/or materials, associated with this Agreement shall be subject to the applicable provisions of the Florida Public Records Law (Chapter 119, Florida Statutes), and other applicable State and Federal provisions. Access to such public records, may not be blocked, thwarted, and/or hindered by placing the public records in the possession of a third party, or an unaffiliated party.
- B. In accordance with Florida law, to the extent that CitySourced's performance under this Agreement constitutes an act on behalf of the County, CitySourced shall provide access to all public records made or received by CitySourced in conjunction with this Agreement. Specifically, if CitySourced is expressly authorized, and acts on behalf of the County under this Agreement, CitySourced shall:
 - (1) Keep and maintain public records that ordinarily and necessarily would be required by the County in order to perform the services described herein;
 - (2) Provide the public with access to public records related to this Agreement on the same terms and conditions that the County would provide the records, and at a cost that does not exceed the costs provided in Chapter 119, Florida States, or as otherwise provided by applicable law;
 - (3) Ensure that public records related to this Agreement that are exempt or confidential and exempt from public disclosure are not disclosed except as authorized by applicable law; and
 - (4) Meet all requirements for retaining public records, and transfer at CitySourced's sole cost and expense, all public records in the possession of CitySourced upon termination of this Agreement. CitySourced shall destroy any duplicate records that are exempt or confidential and exempt from public disclosure requirements in accordance with applicable State and Federal provisions. Any public records stored electronically must be provided to the County in a format that is compatible with information technology systems maintained by the County.
- C. Failure by CitySourced to grant such public access shall be grounds for immediate, unilateral termination of this Agreement by the County. CitySourced shall promptly provide the County notice of any request to inspect or copy public records related to this Agreement in CitySourced's possession and shall promptly provide the County a copy of CitySourced's response to each such request.

7. Severability.

If any word, phrase, sentence, part, subsection, section or other portion of this Contract Agreement, or any application thereof, to any person, or circumstance is declared void, unconstitutional, or invalid for any reason, then such word, phrase, sentence, part, subsection, other portion, or the proscribed application thereof, shall be severable, and the remaining portions of this Agreement/Contract, and all applications thereof, not having been declared void, unconstitutional, or invalid, shall remain in full force, and effect.

8. Termination.

This Contract may be terminated by the County without cause upon at least ninety (90) calendar days advance written notice to CitySourced of such termination without cause. This Contract may be terminated by the County with cause provided that CitySourced does not cure such deficiency within thirty (30) days of written notice by County of CitySourced's breach. Such written notice shall indicate the exact cause for termination.

9. Notice of Default / Right to Cure

- A. Should CitySourced fail to perform (default) under the terms of this Contract, then the County shall provide written notice to CitySourced, which such notice shall include a timeframe of no fewer than five (5) consecutive calendar days in which to cure the default. Failure by CitySourced to cure the default, or take acceptable corrective action within the timeframe provided in the notice of default (or any such amount of time as mutually agreed to by the parties in writing), shall constitute cause for termination of this Contract.
- B. It is expressly noted that, should the County issue more than one notice of default to CitySourced during the term of this Contract, such action shall constitute cause for termination of this Contract.
- C. Consistent with other provisions in this Contract, CitySourced shall be paid for Services authorized and due under the applicable Order Form signed between the parties. The SaaS Services are provided on an annual basis. If the County terminates because of a CitySourced breach, CitySourced will refund any unused and prepaid fees. If the County terminates without cause, CitySourced will not refund any prepaid fees.
- D. Upon receipt of notice of termination, except as otherwise directed by the County in writing, CitySourced shall:

1. Stop work on the date to the extent specified.
2. Terminate and settle all orders and subcontracts relating to the performance of the terminated work.
3. This not a works for hire arrangement. Customer is not receiving any work product from CitySourced.
4. Continue and complete all parts of the work that have not been terminated.

10. Personnel.

CitySourced represents that it has, or shall secure at its own expense, all necessary personnel required to perform the Services as noted in the Contract Documents. It is expressly understood that such personnel shall not be employees of, or have any contractual relationship with the County. All of the Services required hereunder shall be performed by CitySourced, or under its supervision. All personnel engaged in performing the Services shall be fully qualified and, if required, authorized or permitted under federal, state and local law to perform such Services. Any changes or substitutions in CitySourced's key personnel must be made known to the County's representative and written approval granted by the County before said change or substitution can become effective. CitySourced warrants that all Services shall be performed by skilled and competent personnel to the highest professional standards in the field.

11. Subcontracting.

The County reserves the right to approve the use of any subcontractor, or to reject the selection of a particular subcontractor to perform any Implementation Services work described in the Contract Documents. CitySourced is encouraged to seek minority and women business enterprises for participation in subcontracting opportunities. If a subcontractor fails to satisfactorily perform in accordance with the Contract Documents, and it is necessary to replace the subcontractor to complete the Implementation Services work in a timely fashion, CitySourced shall promptly do so. The County reserves the right to disqualify any subcontractor, vendor, or material supplier based upon prior unsatisfactory performance.

12. Governing Law and Venue.

This Contract Agreement shall be construed according to the laws of the State of Florida. Venue for any administrative and/or legal action arising under this Contract Agreement shall be in St. Johns County, Florida.

13. Insurance.

CitySourced, at its sole expense, shall secure and maintain insurance coverage in the types and amounts provided in the attached Insurance Requirements for the Duration of this Contract Agreement.

CitySourced shall not commence work under this Contract until it has obtained all insurance required under this section. All insurance policies shall be issued by companies authorized to do business under the laws of the State of Florida. CitySourced shall furnish proof of Insurance to the County prior to the commencement of operations. The Certificate(s) shall clearly indicate CitySourced has obtained insurance of the type, amount, and classification as required by contract and that it will provide written notice within thirty (30) days of a material change or cancellation of the insurance. Compliance with the foregoing requirements shall not relieve CitySourced of its liability and obligations under this Contract.

Certificate Holder Address: St. Johns County, a political subdivision of the State of Florida
500 San Sebastian View
St. Augustine, FL 32084

CitySourced shall maintain during the life of this Agreement, Comprehensive General Liability Insurance with minimum limits of \$1,000,000 per occurrence, \$2,000,000 aggregate to protect CitySourced from claims for damages for bodily injury, including wrongful death, as well as from claims of property damages which may arise from any operations under this Agreement, whether such operations be by CitySourced or by anyone directly employed by or contracting with CitySourced.

CitySourced shall maintain during the life of this Contract, Technology Errors & Omissions/Professional Liability with minimum limits of \$3,000,000 per occurrence and aggregate. The Technology Errors & Omissions/Professional Liability Insurance shall cover CitySourced and third parties, at a minimum, the following: Liability for Technology Products/Services, Data Breach, Media Content, Privacy Liability, and Network Security. Coverage retro date shall be prior to commencement of job.

CitySourced shall maintain during the life of this Contract, Cyber Liability & Data Storage Insurance with minimum limits of \$2,000,000 per occurrence, \$3,000,000 aggregate. The Cyber Liability Insurance shall cover, at a minimum, the following: Data Loss and System Damage Liability; Security Liability; Privacy Liability; and Privacy/Security Breach Response Coverage, including Notification Expenses. The Cyber Liability Insurance may be included as part of the Professional Liability Insurance required above.

CitySourced shall maintain during the life of this Contract, Comprehensive Automobile Liability Insurance with minimum limits of \$300,000 combined single limit for bodily injury and property damage liability to protect CitySourced from claims for damages for bodily injury, including the ownership, use, or maintenance of owned and non-owned vehicles, including

rented/hired automobiles whether such operations be by CitySourced or by anyone directly or indirectly employed by a CitySourced.

CitySourced shall maintain during the life of this Contract, adequate Workers' Compensation Insurance in at least such amounts as is required by the law for all of its employees per Florida Statute 440.02.

In the event of unusual circumstances, the County Administrator or his designee may adjust these insurance requirements.

14. Indemnification.

CitySourced shall indemnify and hold harmless the County and its officers and employees from claims, liabilities, damages, losses, and costs, including court costs, expert witness and reasonable professional consultation services, and reasonable attorneys' fees, arising out of claims for personal injury or tangible property damage and CitySourced's gross negligence. CitySourced shall not be liable to, nor be required to indemnify the County for, any portions of damages arising out of any error, omission, or negligence of the County or its officers and employees.

15. Successors & Assigns.

The County and CitySourced each binds itself and its partners, successors, executors, administrators and assigns to the other party of this Contract Agreement and to the partners, successors, executors, administrators and assigns of such other party, in respect to all covenants of this Contract Agreement. Except as above, neither the County nor CitySourced shall assign, sublet, convey or transfer its interest in this Contract Agreement without the written consent of the other, which consent not to be unreasonably withheld. Nothing herein shall be construed as creating any personal liability on the part of any officer or agent of the County, which may be a party hereto, nor shall it be construed as giving any rights or benefits hereunder to anyone other than the County and CitySourced.

16. Remedies.

Unless expressly stated, no remedy herein conferred upon any party is intended to be exclusive, or any other remedy, and each and every such remedy shall be cumulative and shall be in addition to every other remedy given hereunder or nor or hereafter existing at law or in equity or by statute or otherwise. No single or partial exercise by any party or any right, power, or remedy hereunder shall preclude any other or further exercise thereof. In any action brought by either party for the enforcement of the obligations of the other party, the prevailing party shall be entitled to recover reasonable attorney's fees as may be awarded by a court of competent jurisdiction.

17. Conflict of Interest.

CitySourced represents that it presently has no interest and shall acquire no interest, either directly or indirectly, which would conflict in any manner with the performance of services required hereunder. CitySourced further represents, to the best of its knowledge, that no person having any interest shall be employed for said performance. CitySourced shall promptly notify the County in writing by certified mail of all potential conflicts of interest for any prospective business association, interest or other circumstance, which may influence or appear to influence CitySourced's judgment or quality of services being provided hereunder. Such written notification shall identify the prospective business association, interest or circumstance, the nature of work that CitySourced may undertake and request an opinion of CitySourced, whether such association, interest, or circumstance constitutes a conflict of interest if entered into by CitySourced. The County agrees to notify CitySourced of its opinion by certified mail within 30 days of receipt of notification by CitySourced. If, in the opinion of the County, the prospective business association, interest or circumstance would not constitute a conflict of interest by CitySourced, the County shall so state in the notification and CitySourced shall, at his/her option enter into said association, interest or circumstance and it shall be deemed not in conflict of interest with respect to services provided to the County by CitySourced under the terms of this Contract Agreement.

18. Excusable Delays.

CitySourced shall not be considered in default by reason of any delay in performance if such delay arises out of causes reasonably beyond CitySourced's control and without its fault or negligence. Such cases may include, but are not limited to: acts of God; the County's ommissive and commissive failures; natural or public health emergencies; freight embargoes; and severe weather conditions. If delay is caused by the failure of CitySourced's subcontractor(s) to perform or make progress, and if such delay arises out of causes reasonably beyond the control of CitySourced and its subcontractor(s) and is without the fault or negligence of either of them, CitySourced shall not be deemed to be in default. Upon CitySourced's request, the County shall consider the facts and extent of any delay in performing the work and, if CitySourced's failure to perform was without its fault or negligence, the Contract Schedule and/or any other affected provision of this Contract Agreement shall be revised accordingly; subject to the County's right to change, terminate, or stop any or all of the Work at any time.

19. Arrears.

CitySourced shall not pledge the County's credit, or make it a guarantor of payment, or surety for any contract, debt, obligation, judgment, lien, or any form of indebtedness. CitySourced further warrants and represents that it has no obligation or indebtedness that would impair its ability to fulfill the terms of this Contract Agreement.

20. Ownership of Documents.

CitySourced acknowledges that all information provided by County to CitySourced shall remain solely and exclusively owned by County. Finished and unfinished documents or materials prepared by CitySourced under the Agreement remains the property of CitySourced. CitySourced is granting County a license to use the software applications and any documents developed and/or produced in connection with that license, and subject to the software license agreement; such licenses contain confidential or proprietary information and shall remain the property of CitySourced. The rights County will receive under the license agreement are rights to use the CitySourced software license applications and related materials. County is not entitled to any rights to the title or ownership of any source code, object code, design and design documents, flow charts and/or specifications, or any work product produced by CitySourced, such as reports, schedules, displays, exhibits, other documentation, etc. CitySourced claims all rights to its proprietary and confidential information including, but not limited to, its pricing, terms, conditions, specifications, software documentation, the CitySourced terms, and Services Scope Statement, Professional Services Work Order or Statement of Work, or any other similar document.

21. Contingent Fees.

CitySourced warrants that it has not employed or retained any company or person, other than a bona fide employee working solely for CitySourced to solicit or secure this Contract Agreement and that it has not paid or agreed to pay any person, company, corporation, individual, or firm, other than a bona fide employee working solely for CitySourced, any fee, commission, percentage, gift, or any other consideration contingent upon or resulting from the award or making of this Contract Agreement.

22. Access & Audits.

CitySourced shall maintain adequate records to justify all charges, expenses, and costs paid by County under this Agreement for at least three (3) years after completion of this Contract Agreement. The County shall have access to such CitySourced books, records, and documents as required in this section for the purpose of inspection or audit during normal business hours, at the County's cost, upon ten (10) days written notice.

23. Nondiscrimination.

CitySourced warrants and represents that all of its employees are treated equally during employment without regard to race, color, religion, physical handicap, sex, age or national origin.

24. Entirety of Contractual Agreement.

The County and CitySourced agree that this Contract Agreement, signed by both parties sets forth the entire agreement between the parties, and that there are no promises or understandings other than those stated herein, or are incorporated by reference into this Contract Agreement. None of the provisions, terms, conditions, requirements, or responsibilities noted in this Contract Agreement may be amended, revised, deleted, altered, or otherwise changed, modified, or superseded, except by written instrument, duly executed by authorized representatives of both the County, and CitySourced.

25. Enforcement Costs.

If any legal action or other proceeding is brought for the enforcement of this Contract Agreement, or because of an alleged dispute, breach, default or misrepresentation in connection with any provisions of this Contract Agreement, the successful or prevailing party or parties shall be entitled to recover reasonable attorney's fees, court costs and all reasonable expenses even if not taxable as court costs (including, without limitation, all such reasonable fees, costs and expenses incident to appeals), incurred in that action or proceedings, in addition to any other relief to which such party or parties may be entitled, and if awarded by a court of competent jurisdiction.

26. Authority to Practice.

CitySourced hereby represents and warrants that it has and shall continue to maintain all license and approvals required to conduct business, and that it shall at all times, conduct its business activities in a reputable manner.

27. Severability.

If any term or provision of this Contract Agreement, or the application thereof to any person or circumstances shall, to any extent, be held invalid or unenforceable, the remainder of this Contract Agreement, or the application of such items or provision, to persons or circumstances other than those as to which it is held invalid or unenforceable, shall not be affected and every other term and provision of this Contract Agreement shall be deemed valid and enforceable to the extent permitted by law.

28. Amendments & Modifications.

No amendments or modifications of this Contract Agreement shall be valid unless in writing and signed by each of the parties. If the County instructs in writing, CitySourced shall suspend work on that portion of the project, pending the County's decision to proceed with the change. If the County elects to make the change, the County shall issue a Change Order for changes, or a contract change order, if the original contract is to be changed or amended CitySourced shall not commence work on any such change until such written change order has been issued and signed by each of the parties.

29. Florida Law & Venue.

This Contract Agreement shall be governed by the laws of the State of Florida. Any and all legal action necessary to enforce the Contract shall be held in St. Johns County, Florida.

30. Arbitration.

Neither party shall be obligated to arbitrate or permit any arbitration with respect to resolving any disputes under any of the Contract Documents or in connection with the project in any manner whatsoever.

31. Notices.

All notices required in this Contract Agreement shall be sent by certified mail, return receipt requested, and if sent to the County shall be mailed to:

St. Johns County Purchasing Department
Attn: Jaime Locklear, MPA, CPPO, CPPB, FCCM, Purchasing Manager
500 San Sebastian View St. Augustine, FL 32084

and if sent to CitySourced shall be mailed to:

CitySourced, LLC
1545 Sawtelle Blvd., Suite 36
Los Angeles, CA 90025

32. Headings.

The heading preceding the articles and sections herein are solely for convenience of reference and shall not constitute a part of this Contract Agreement, or affect its meaning, construction or effect.

33. No Third Party Beneficiaries.

Both the County and CitySourced explicitly agree, and this Contract explicitly states that no third party beneficiary status or interest is conferred to, or inferred to, any other person or entity.

34. Use of County Logo.

Pursuant to, and consistent with, St. Johns County Ordinance 92-2 and Administrative Policy 101.3, CitySourced may not manufacture, use, display, or otherwise use any facsimile or reproduction of the County Seal/Logo without express written approval of the Board of County Commissioners of St. Johns County, Florida.

35. Survival.

It is explicitly noted that the following provisions of this Contract Agreement, to the extent necessary, shall survive any suspension, termination, cancellation, revocation, and/or non-renewal of this Contract Agreement, and therefore shall be both applicable and enforceable beyond any suspension, termination, cancellation, revocation, and/or non-renewal: (1) Truth-in-Negotiation; (2) Federal and State Taxes; (3) Insurance; (4) Indemnification; (5) Access and Audits; (6) Enforcement Costs; and (7) Access to Records.

CITY SOURCED

Project Plan Prepared For:
St Johns County, FL (SJCFL)

Prepared By:
Erik Sickinger – Sr Enterprise Account Executive
CitySourced, Inc.
1545 Sawtelle Blvd, Suite 36
Los Angeles, CA 90025
(424) 270-9438 x713

Presented On:
July 30, 2019

Goal: Implement a unified, enterprise-wide system for call ins, citizen service requests on desktop, and mobile. Mobile is the future of citizen digital services, it is the new frontier for cities – where the desktop web experience was a decade ago. White papers show that citizens are accessing city services on mobile devices in overwhelming numbers, creating the need for a native mobile application.

We will implement CitySourced via the following:

311/Service Requests and Notifications

- This project is designed to be a public launch with immediate operational efficiency results. The success criteria are based around the following primary functionality: notification system, internal 311 abilities, and mobile service request functionality.

In this phase, over the course of 10-12 weeks, CitySourced will also deliver the following to SJCL:

- **CitySourced Console** – The powerhouse that drives all service requests and notifications, giving access to all the service requests coming into the city.
 - Manage requests outside of cityworks or tyler
 - Send Push notifications
 - Manage mobile app content
 - Run reports
- **Native iOS, Android apps, HTML5 Web-apps, desktop widget**
 - A native, extensible mobile application allows the city to offer county services to previously unserved citizens
 - Open platform means the CitySourced master-app can direct citizens to other tiles or content, or feature applications for specific use-cases

Summary of Project

The purpose of this project (“Mobile App”) is to provide SJCL, with a mobile platform as a service and a notification / citizen request management system.

Platform Deployment

Once access to the Console has been granted to the Customer, the Customer will have access to the following services:

- A Cloud-Based Administration Portal
- Web Based Applications for Your Website & Facebook Page
- Hosted solution on Microsoft Azure
- Training and Ongoing Support Services

Training

Upon Agreement, training will be made available at no cost to the Customer personnel on all aspects of the CitySourced Software. CitySourced will provide multiple webinars for group trainings, and administrative training. These training sessions will occur as web based seminars.

Implementation Process / Approach

CitySourced will use an "Agile/Scrum" style process throughout the duration of this project. Some aspects of the project will use a "Waterfall" style as certain deliverables depend on others in order to move forward.

Methodology

CitySourced employs a four-phase approach to gather information, build the Customer's custom application, integrate the mobile application into enterprise system, and assist with deployment to the public.

Step 1: Asset Gathering Required for Application Development

Step 2: Implementation and Integration (can kick off concurrent to Phase 1)

Step 3: Launch to Department Heads & Customer Employees

Step 4: Launch to Community

	Deliverable/Milestone	Responsible By	Timeline
1	Kickoff Meeting	Provider	10 Business days
2	Graphic Assets	Subscriber	30 Business Days
3	Copy/Text Assets	Subscriber	30 Business Days
4	Console Users List with Security Role	Subscriber	30 Business Days
5	Service Request Types List	Subscriber	30 Business Days
6	Workflow Rules	Subscriber	30 Business Days
7	GIS Boundaries as Shape Files	Subscriber	30 Business Days
A	GIS Boundaries for waste service delivery made available	Subscriber	30 Business Days
B	Waste Reminder testing provided	Provider	45 Calendar Days
8	Cityworks API Made Publicly Accessible	Subscriber	30 Business Days
9	iOS App Submitted to Apple	Provider	30 Calendar Days ^A
10	Android App Submitted to Google	Provider	30 Calendar Days ^A
12	HTML5 App Deployed	Provider	30 Calendar Days ^A
13	Administrative Console Access	Provider	30 Calendar Days ^B
14	Cityworks Comments Sync	Provider	20 Calendar Days ^C
15	Four (4) Basic Training Sessions Completed	Provider	30 Calendar Days ^B
16	One Train the Trainer Session Completed	Provider	30 Calendar Days ^B
17	Bi-Directional Routing/ Integration into Cityworks	Provider	30 Calendar Days ^C
18	Tyler Energov API Documentation provided	Subscriber	10 Business Days
19	Tyler Energov API made accessible on test instance	Subscriber	30 Business Days
20	Tyler Energov integration go-live	Provider	90 Calendar Days ^D

^A Deliverables that are dependent on deliverables #2 & 3.

^B Deliverable dependent on deliverable #3, 4, 5, 6, & 7.

^C Deliverable dependent on deliverable #8.

^D Deliverable dependent on deliverable #18, #19



CitySourced, Inc.
1545 Sawtelle Blvd.
Suite 36
Los Angeles, CA 90025
(424) 270-9438

RE: Sole Source Letter

This letter is to provide notification that CitySourced, Inc. is the sole source provider of the CitySourced Smartphone Civic Reporting System (Patents Pending).

CitySourced is unique and offers several tools that no other providers offer. Within the Cityworks ecosystem, CitySourced is the only provider which provides a commercial-off-the-shelf (COTS) solution which allows our customers to use your own ESRI data, including authoritative base maps on the mobile apps, desktop widget, and staff console; we are also the only COTS provider to offer an automated notification system to residents regarding trash and recycling pickup, which can be based off a GIS location or calendar-based approach.

Among Cityworks Gold Development Partners, CitySourced is only provider of a COTS solution that allows for unlimited users and unlimited self-service uploaded geofencing capabilities. Further, these geofencing capabilities make CitySourced the only COTS solution which can send **targeted** push notifications to residents, based within a designated geofence or within a radius around an x,y coordinate.

As a result of our investment in innovation (methodology, principles and processes, techniques, tools, protocols, documentation and educational programs) we have created a portfolio of intellectual property rights that include:

- Patents Pending
- Trademarks
- Copyrights

We are the only organization in the world with the unique technical competence, expertise, experience and proprietary technology in the manufacture and application of the CitySourced Smartphone Civic Reporting System.

Sincerely,

Jason A. Kiesel
CEO