



**Exhibit A.1 - CivicPlus Statement of Work #1**

All Quotes are in US Dollars and Valid for 30 Days from July 26, 2017

<b>CivicEngage Project Development and Deployment</b>	
<ul style="list-style-type: none"> <li>• First Year Annual Services (Initial GCMS® upgrades, maintenance, support and hosting)</li> <li>• Server Storage not to exceed <b>25 GB</b></li> <li>• Services and Deliverables as described in Addendum 1</li> <li>• Premium suite of modules, as described in Addendum 2</li> <li>• Up to 225 pages of content migration from <a href="http://www.ci.ramsey.mn.us/">http://www.ci.ramsey.mn.us/</a></li> <li>• Ongoing recurring 48-month redesign, as described in Addendum 3</li> <li>• 3 Years of Agendas &amp; Minutes in PDF or DOC format migrated</li> <li>• 5 Days Virtual Implementation Training for up to 6 Client Staff Members</li> </ul>	<b>\$24,689</b>
<b>CivicEngage Project Enhancements</b>	
<ul style="list-style-type: none"> <li>• LDAP Integration</li> <li>• CivicMedia with 10 GB additional storage</li> </ul>	<b>Included</b>
<b>CivicRec Project Implementation and Deployment</b>	
<ul style="list-style-type: none"> <li>• Setup of CivicRec Recreation Management Software</li> <li>• Up to 10 hours of Professional Services, including: Project management; System integration/data migration</li> <li>• Merchant account set-up, if desired</li> <li>• Up to 4 hours web-based training for up to 6 Client staff members</li> <li>• First Year Annual Services</li> </ul>	<b>\$7,500</b>
<b>Total Fees Year 1</b>	
<b>\$32,189</b>	
<b>Annual Services (Continuing GCMS® Enhancements, Maintenance, Support and Hosting)</b>	
<i>Billed 12 months from SOW signing; subject to annual 5% increase year 3 and beyond</i>	<b>\$6,600</b>
<b>Total Annual Services</b>	
<b>\$6,600</b>	

1. Performance and payment under this SOW shall be subject to the terms & conditions of the Agreement by and between Client and CivicPlus, to which this Statement of Work #1 (SOW #1) is hereby attached as Exhibit A.1.
2. This SOW #1 shall remain in effect for an initial term of one year (12 months) from signing. In the event that neither party gives 60 days' notice to terminate prior to the end of the initial or any subsequent renewal term, this Agreement will automatically renew for an additional 1-year Renewal Term.
3. The Total Fees Year 1 will be invoiced at the completion of the following phases as defined in Addendum 1 to this SOW #1:
  - a. Completion of Phase 2: Website Layout – one half of the Total Fees Year 1.
  - b. Completion of Phase 4: Customized Website Training – the remaining half of the Total Fees Year 1.
4. Renewal Term Annual Services shall be invoiced on the date of signature of relevant calendar years. Annual services, including but not limited to hosting, support and maintenance services, shall be provisioned in accordance with Addendum 4 to this SOW #1 and shall be subject to a 5% annual increase beginning in Year 3 of service.
5. After forty-eight (48) months of continuous service, Client is entitled to a no-cost redesign, details noted in Addendum 3. Redesigns that include additional features not available on the original website may be subject to additional charges. Additional features include, but are not limited to, additional modules and integration of third-party software.
6. Client allows CivicPlus to display a "Government Websites by CivicPlus" insignia, and web link at the bottom of their web pages. Client understands that the pricing and any related discount structure provided under this SOW #1 assumes such perpetual permission.
7. If CivicPlus provides the merchant account for the collection of registration and other credit card monies on behalf of Client, it shall charge a per transaction processing fees ("Merchant Processing Fee") as provided herein. Merchant Processing Fees will be calculated using a "Processing Rate" which is a percentage of each positive Charge that is captured through the system. No Processing Rate fees are credited back in the event of a refund or credit. In addition to the Processing Rate, an additional



Transaction Fee will be assessed which is a fixed amount per transaction. This Transaction Fee will also only apply to positive Charges and will not apply to Refunds or Voids. Unless otherwise specified, all fees due and payable to CivicPlus will be deducted from the funds collected in the merchant account prior to disbursement. Unless otherwise arranged, disbursements will occur either monthly (on or about the 1st of the next month) or semi-monthly (on or about the 1st as well as the 16th of each month).

i. Standard Merchant Processing Rates are as follows:

Processing Rate - 3% per "charge" transaction

Transaction Fee - \$.30 per transaction

ii. There are no monthly minimum fees for merchant processing. Client simply pays for what it uses.

iii. CivicPlus reserves the right, at any time, to adjust the merchant processing rate or transaction fee to more accurately reflect the amount and type of credit card transactions being processed. CivicPlus will give 30 days' notice upon such change.

iv. In addition to the Merchant Fees, Client will also be responsible for extraordinary processing fees assessed by CivicPlus' merchant account beyond normal transaction fees. The most typical extraordinary fee would involve a payer reversing a charge on a credit card statement. In such case, CivicPlus shall invoice Client the first week of each month for any such fees in excess of the funds collected in the Client merchant account incurred during the prior month's processing. In any event, Client shall only be responsible for payment to CivicPlus of actual, additional fees charged to CivicPlus by the merchant as discussed under this subsection.

**Acceptance**

We, the undersigned, agreeing to the conditions specified in this document, understand and authorize the provision of services outlined in this Agreement.

**Client**

**CivicPlus**

By: \_\_\_\_\_

By: \_\_\_\_\_

Name: \_\_\_\_\_

Name: \_\_\_\_\_

Title: \_\_\_\_\_

Title: \_\_\_\_\_

Date: \_\_\_\_\_

Date: \_\_\_\_\_



**Addendum 1 to Exhibit A.1 - Project Development Division of Work**

<p><b>Kick-Off:</b> Within 1 week of signing  <u>Deliverable:</u> Project Timeline, training jump start information, online forms, kick-off meeting</p>	
<p>CivicPlus will:</p> <ul style="list-style-type: none"> <li>• assign a project manager to this project</li> <li>• conduct a Project Kick-off to review awarded contract</li> <li>• establish communication plan for the duration of the project effort</li> <li>• work with Client to identify all key internal and external project stakeholders</li> <li>• develop project timeline</li> <li>• provide access to CivicPlus University (online training manuals, videos and other resources) for the Client staff</li> </ul>	<p>Client will:</p> <ul style="list-style-type: none"> <li>• complete the following prior to Phase 1: Website Optimization Form, Content Form, and DNS Worksheet</li> <li>• review and approve of project timeline within 5 business days</li> <li>• attend a kick-off meeting with key stakeholders or decision makers</li> <li>• if modifications are required after the review of the initial project timeline, Client has 10 business days to address the modifications and come to a consensus</li> <li>• approve the project timeline (limited to two reviews) prior to proceeding with the project</li> <li>• update the current primary live website content and delete any pages from the website that are no longer wanted or needed</li> </ul>
<p><b>Phase 1: Website Optimization:</b> 4-6 Weeks from completion of previous phase  <u>Deliverable:</u> Website Optimization Meeting</p>	
<p>CivicPlus will:</p> <ul style="list-style-type: none"> <li>• communicate status to Client, key stakeholders and personnel via emails or phone calls as needed</li> <li>• review the goals and expectations submitted on the forms Client completed to ensure Client needs are clearly understood</li> <li>• gather preliminary design data for use</li> </ul>	<p>Client will provide:</p> <ul style="list-style-type: none"> <li>• statistics from the current website from the past 12 months (optional)</li> <li>• pictures to be used in the overall design of the new website</li> <li>• a list of all divisions and/or departments within the organization</li> <li>• a list of third-party and in-house developed applications presently being utilized on the current website</li> <li>• a site map or outline of the current website's navigational structure if possible</li> <li>• a list of any content on the current primary website that must remain as is (verbatim) because of legal requirements</li> </ul>
<p><b>Phase 2: Website Layout:</b> 3-5 Weeks from completion of previous phase  <u>Deliverable:</u> Website grayscale layout and mood board color pallet presentation</p>	
<p>CivicPlus will:</p> <ul style="list-style-type: none"> <li>• present one custom layout in grayscale form and one mood board color palette based on the goals determined in the previous phase. The presented layout will show the placement of the navigation, graphic button and feature areas. The mood board will reflect the color and imagery that will represent the tone of the design</li> <li>• begin development of the website design upon layout and mood board approval</li> </ul>	<p>Client will:</p> <ul style="list-style-type: none"> <li>• approve one layout and the mood board</li> <li>• review marketing packet material and guidelines</li> <li>• Website Layout billing milestone complete</li> </ul>



<p><b>Phase 3: Website Reveal:</b> 3-5 Weeks from completion of previous phase  <u>Deliverable:</u> Website design and production website.</p>	
<p>CivicPlus will:</p> <ul style="list-style-type: none"> <li>• present a functional website on a production URL</li> <li>• migrate content pages to the production URL as described in Exhibit A.1 Statement of Work.</li> <li>• conduct a quality review of the website to ensure the functionality and usability standards are met</li> <li>• work with Client to prepare for training</li> <li>• migrate Agendas &amp; Minutes in Microsoft Word.DOC or Adobe PDF format as described in Exhibit A.1 Statement of Work.</li> </ul>	<p>Client will:</p> <ul style="list-style-type: none"> <li>• evaluate the website design and content and provide CivicPlus with feedback</li> <li>• collaborate with CivicPlus on proposed changes</li> <li>• revise the design according to the approved timeline</li> <li>• if revised design changes are requested after the design approval timeline date, the project's Go Live date will be adjusted out (training and billing milestones will remain as per approved timeline)</li> <li>• provide CivicPlus will all the necessary DNS items identified for the website</li> </ul>
<p><b>Phase 4: Implementation Training:</b> 3-4 Weeks from completion of previous phase  <u>Deliverable:</u> Train System Administrator(s) on GCMS® Administration, permissions, setting up groups and users, module administration. Basic User training on pages, module entries, applying modules to pages. Applied use and usability consulting to result in effective communication through your website.</p>	
<p>CivicPlus will:</p> <ul style="list-style-type: none"> <li>• provide training to Client before the website goes live</li> <li>• train staff members based on internal daily tasks and workflow</li> <li>• train staff members on how to use the GCMS®, update content pages and modules</li> </ul>	<p>Client will:</p> <ul style="list-style-type: none"> <li>• provide a location for training in Client with internet access</li> <li>• provide computers for staff to be trained on</li> <li>• Phase 4: Training billing milestone complete</li> </ul>
<p><b>Phase 5: Go Live:</b> 3-5 Weeks from completion of previous phase  <u>Deliverable:</u> Custom website launched to the public.</p>	
<p>CivicPlus will:</p> <ul style="list-style-type: none"> <li>• address system issues and bugs that Client finds</li> <li>• redirect the domain name to the newly developed website as per approved timeline</li> </ul>	<p>Client will:</p> <ul style="list-style-type: none"> <li>• test and update the final site as per approved timeline</li> <li>• notify CivicPlus on any system issues or bugs found in the website</li> </ul>

## Addendum 2 to Exhibit A.1 – Modules & Functionalities

Project Development and Deployment Includes the Following:	
Modules	Functionality
<ul style="list-style-type: none"> <li>• Agenda Center</li> <li>• Alerts Center &amp; Emergency Alert Notification</li> <li>• Archive Center</li> <li>• Bid Postings</li> <li>• Blog</li> <li>• Business/Resource Directory</li> <li>• Calendar</li> <li>• Citizen Request Tracker™ (5 users)</li> <li>• Community Connection</li> <li>• Community Voice™</li> <li>• Document Center</li> <li>• ePayment Center</li> <li>• Facilities &amp; Reservations</li> <li>• Frequently Asked Questions</li> <li>• Forms Center</li> <li>• Job Postings</li> <li>• My Dashboard</li> <li>• News Flash</li> <li>• Notify Me® email and 500 SMS subscribers</li> <li>• Photo Gallery</li> <li>• Quick Links</li> <li>• Real Estate Locator</li> <li>• Spotlight</li> <li>• Staff Directory</li> </ul>	<ul style="list-style-type: none"> <li>• Action Items Queue</li> <li>• Audit Trail / History Log</li> <li>• Automated PDF Converter</li> <li>• Automatic Content Archiving</li> <li>• Dynamic Breadcrumbs</li> <li>• Dynamic Sitemap</li> <li>• Expiring Items Library</li> <li>• Graphic Link Administration</li> <li>• Links Redirect</li> <li>• Menu Management</li> <li>• Mouse-over Menu Structure</li> <li>• Online Editor for Editing and Page Creation (WYSIWYG)</li> <li>• Online Web Statistics</li> <li>• Printer Friendly/Email Page</li> <li>• RSS</li> <li>• Site Layout Options</li> <li>• Site Search &amp; Entry Log</li> <li>• Slideshow</li> <li>• Social Media Integration (Facebook, Twitter, Instagram)</li> <li>• User &amp; Group Administration Rights</li> <li>• Web Page Upload Utility</li> <li>• Website Administrative Log</li> </ul>



### Addendum 3 to Exhibit A.1 - Redesign Details

#### CivicPlus Project Development Services & Scope of Services for CP Basic Redesign

- New design for all items originally contracted for (main site, department headers and subsites)
- Redevelop banner
- Redevelop navigation method (may choose top drop-down or other options)
- Design setup - wireframe
- Redevelop graphic elements of website (Newsflash, FAQs, Calendar, etc.)
- Project Management
- Testing
- Review
- Content Migration – Includes retouching of all existing published pages to ensure proper formatting, and application of new site styles. Note: Content will **not** be rewritten, reformatted or pages broken up (shortened or re-sectioned)
- Site styles and page layouts will be touched so all pages match the new design and migrate cleanly
- Spelling and broken links will be checked and reported if unable to correct

## Addendum 4 to Exhibit A.1 – Hosting, Support and Service Level Agreement

### Hosting Details

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

## 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.

<b>Included Services:</b>	
<b>Support</b>	<b>Maintenance of CivicPlus GCMS®</b>
7 a.m. – 7 p.m. (CST) Monday – Friday (excluding holidays)	Install Service Patches for OS
24/7 Emergency Support	System Enhancements
Dedicated Support Personnel	Fixes
Usability Improvements	Improvements
Integration of System Enhancements	Integration
Proactive Support for Updates & Fixes	Testing
Online Training Manuals	Development
Monthly Newsletters	Usage License
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

Less than 99.9%

#### Service Credit Percentage

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 insure that in the event of a disaster that makes 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.

<b>Recovery Time Objective</b>	<b>Service Credit Percentage</b>
8 Hours	10% of one month’s fee
<b>Recovery Point Objective</b>	<b>Service Credit Percentage</b>
24 Hours	10% of one month’s fee