HS GovTech

City of Mount Pleasant TX

Contract for HS Cloud Suite Application

Between:
John Ankrum, Building Official
Development Services Department
501 N. Madison Ave.
Mt. Pleasant, Texas 75455-3650
jankrum@mpcity.org

HS GovTech Solutions Inc.
436 East 36th Street
Charlotte, NC 28205
www.HS GovTech.com
Contact: Cameron Garrison
Executive Director of Operations
Phone: 980-309-1749
Cameron@hscloudsuite.com

THIS AGREEMENT is made and entered into this 30th day of October 2023 by and between **City of Mount Pleasant, TX** ("**Department**") located 501 N. Madison Ave. Mt. Pleasant, Texas 75455-3650 and **HS GovTech Solutions Inc.** ("**HS GovTech**"), an independent contractor with its corporate office located at 436 East 36th, Charlotte, NC 28205.

WHEREAS the Department desires to purchase the Web Based permit, financial, Inspection application, and disease surveillance and contact tracing solutions, HS Cloud Suite ***(HSCloud)*** application software user licenses designed by and hosted HS GovTech known at HSCloud Suite and the inspection application known as HSTouch to be used by the department for data management services, and to perform inspections in the field using Apple iPads, or Windows 10 devices. Services as enumerated in this contract including secure data hosting and support/maintenance services from HS GovTech.

NOW THEREFORE, the parties hereto, each in consideration of the mutual promises and obligations assumed herein by the other, agree as follows:

1. **Definitions**
   a) **"Application"** means the web-based application for permitting, inspections, complaints, and reporting - HS Cloud. It also includes an inspection application that is developed for the iOS, Android, or Windows operating systems - "HS Touch" - that uses the nature features on tablets using the operating systems which are downloaded from either from Microsoft App Store, Apple's App Store or Google Play Store.

   b) "**Confidential Information**" means any and all data or information that is known or used by a party that is not generally available to the public or that, by its nature or the nature of its disclosure, ought reasonably be known to be confidential or proprietary information of such party, and includes, but is not limited to, business information, specifications, research, software, trade secrets, know-how, designs, drawings, data, computer programs, customer names and other technical, financial and business information concerning a party, or any such information of clients or customers of a party, which is disclosed by or on behalf of such party to the other party. Any contract with a governmental agency in the State of Texas is public information, per the Government Code and cannot make confidential by contract that which is public by law.

   c) "**Custom Configuration**" means alterations to the Standard Application, requested by the Department, to meet specific needs that vary from other similar departments. Configuration to the departments specs is included in the contract.

   d) **"Additional add-ons:** Should the department request in the future additional modules, or functionality that is due to a specific custom request by the



department that is not a part of the SOW of this contract, those services would be quoted separately as an addendum to this contract.

e) "**Data**" means all information, processes, documentation, marks and other intellectual property owned or produced by the Department that is not Public Data.

f) "**Decommissioning**" means the process of transitioning the Department away from using the HS GovTech Software following termination or expiration of this Agreement, as more particularly set out in section 10.

g) "**HS GovTech Servers**" means servers operated and maintained by HS GovTech or co-located on which Data and Public Data may be stored and accessible by the Department.

h) **"HSCloud"** Is the fully configured web-based application as well as supplementing API's that allows for deployment of enterprise level solutions to the client department.

i) "**HSTouch**" means the iPad, Android, or Windows 10 Application, that are downloaded from the app stores for each platform, that interfaces with HSCloud providing a data collection and reporting function for field staff working either connected or disconnected from the internet with the base engine and logical mechanisms written in the native languages appropriate for the iOS.

j) **"MyHealthDepartment"** means the citizens portal, that allows departments to interact online with their constituents. This includes the ability to post inspections results online, as well as allow operators to apply for permits, renew permits, and pay invoices and fees due to the department securely online.

k) "**HSPay"** means the merchant services processing for credit cards, debit cards, and ACH transactions through the MyHealthDepartment Citizens Portal. HS GovTech, and its partner merchant (HeartLand) is PCI compliant and processes payments, on behalf of our clients, in accordance with all state and federal security laws and regulations.

l) "**Public Data**" means any and all information entered into or stored in the EHS by the Department or by HS GovTech on behalf of the Department that is published and made available to the general public – via the citizen MyHealthDepartment portal at the request of the department – or which is otherwise subject to freedom of information disclosure under any law or regulation applicable to the Department.

m) "**SOW**" means the statement of work attached as Appendix "A".

n) **"Standard Application"** means application functionality that is available out-of-the box including the configurability options in the system.

o) **"UAT"** means user acceptance testing.

p) **"User"** is defined as anyone who is given access to HS Cloud Suite or HS Touch by an authorized license, whether or not employed by the Department.

q) **"Super User"** means a department user that has been delegated – by the department – authority to perform all admin functions in the system, including but not limited to; adding users and managing their permissions, ability to manage documentation and interact with, and speak for the department, with support, and to have access to the configuration and system editing tools.

2. **Scope of services**
   a) HS GovTech will provide HS GovTech HSCloud Suite as set out in Appendix "A".
   b) HS GovTech will provide the scope of services as set out in Appendix "A".
   c) HS GovTech agrees to make Mt. Pleasant a partner deployment site as set out in Appendix A

3. **License to Use Software**
   a) Subject to the terms and conditions specified in this Agreement, HS GovTech grants the Department and its successors a limited, non-perpetual license (the "License") to use HS GovTech Software as indicated in the SOW for the duration of this Agreement, subject to the Department paying the License Fee according to terms set out in Appendix C.

   b) The License Fee is calculated based on the specifications set out initially in and as memorialized in the SOW, The Department agrees that, for any change over and above that agreed to scope, the Department will give HS GovTech notice of such desired change. Upon agreement by both parties to the modifications for new modules, functionality, or expansion of use base from this contract, the SOW will be amended to reflect the changes, and the department will pay the modified SOW terms upon acceptance of said modifications.

   c) HS GovTech will provide sufficient software licenses and upgrades of the Supporting Software required for the number of Users and scope as defined in Appendix A, this may be amended under paragraph 3.b), using the HS GovTech Software, subject to payment for such software licenses and upgrades by the Department.

   d) The Department is responsible for and agrees to abide by all the provisions of this agreement for the HS Cloud, and HS Touch app, and will ensure that the Department staff complies with the terms of this contract.

   e) The Department acknowledges and agrees its license to, and accordingly its use of, the HS GovTech Software is at all times subject to the following limitations:

i. No Modification or Reverse Engineering—The Department will not directly or indirectly modify, or in any way alter (excluding configuration expressly permitted by the Documentation) the whole or any part of the HS GovTech Software, nor will the Department translate, decompile, disassemble, reconstruct, decrypt, or reverse engineer the whole or any part of the HS GovTech Software.

ii. No demonstration with intent to replicate – The Department shall not demonstrate the software to a competitor, or any other company or person with the intent to create a similar or like product.

iii. No Rental or Timeshare Use—Except as permitted herein, the Department will not directly or indirectly license, sublicense, sell, resell, transfer, assign, distribute, rent, lease, or otherwise commercially exploit the HS GovTech Software in any way, nor will the Department use of the HS GovTech Software in a computer service business, service bureau, hosting or time-sharing arrangement.

iv. Unauthorized Equipment—The Department will only use the HS GovTech Software on computing devices which are supported by HS GovTech and which meet certain minimum system requirements as laid out in this contract. From time to time as technology changes, HS GovTech will make its application available on new operating system updates and technology.

v. Proprietary Notices —The Department will not directly or indirectly remove any proprietary notices, labels or marks from the HS GovTech Software or other materials, including those indicating any intellectual property rights of HS GovTech or any third party unless otherwise agreed between the parties in writing.

4. Ownership of Software and Data

a) HS GovTech warrants to the Department that HS GovTech is the developer and owner of HS Cloud and HS Touch application, and has full rights to the said applications, and has the right to contract for, and distribute to the Department required licenses and access to operate the HS GovTech Software.

b) In the event of any suit or claim against the Department by any third party for damages and/or injunctive relief contesting ownership of the HS GovTech Software and/or the Department's rights under this Agreement, HS GovTech agrees to, at its own expense, to indemnify the Department against such suit or claim and to hold the Department harmless from expenses of such defense and from any court-awarded judgments resulting from such suit or claim.

c) Further, if such suit or claim occurs or is likely to occur, HS GovTech will, at its own expense, either procure for the Department the right to continue using the HS GovTech Software or replace the same with a non-infringing product, substantially conforming to that described herein, or modify the same so that it will be non-infringing, provided that this Agreement has not been terminated.

d) For greater clarity, the provisions of section 4.b) will not apply to the extent that any such claim relates to the Department's combination of the HS GovTech Software with computing devices, systems or other software not approved by HS GovTech or otherwise contemplated hereunder, or in the event of the Department's refusal to install any update or replacement provided pursuant to section 4.c).

e) All Data and Public Data, whether entered into or stored in the system by the Department or by HS GovTech on behalf of the Department, is and will remain the sole property of the Department. The Department hereby grants HS GovTech the irrevocable, royalty-free license during the term of this Agreement to use, copy and otherwise exploit the Data and the Public Data for the express purpose of executing delivery of the services in this contract to the Department, including to extract, derive, compile, and publish the Public Data, and for any other purpose permitted hereunder. The Department acknowledges that whether the HS GovTech Software uses HS GovTech Servers or third-party servers, the Supporting Software will transmit Data to HS GovTech Servers for the purpose of performing functions on the Data required by this Agreement and to collect the Public Data.

5. Obligations of the Department

The Department will designate staff members to provide the following functions under this Agreement:

a) Department Administrator: This individual is responsible for Administrator functions within the system, for the department.

b) The Department agrees to designate a replacement Administrator within thirty (30) days if the primary is unable to serve in that capacity or leaves the organization.

c) The Department will provide access to HS GovTech's online learning material for all Users using HS Cloud Suite.

d) If the Department supplies the computing devices to operate the Supporting Software, the Department is responsible, with support from HS GovTech, to install the HS Touch Application on the Department computing devices. If HS GovTech supplies the necessary computing devices, HS GovTech will pre-install and configure the Supporting Software on such devices.

e) The Department will pay the fees set out in Appendix C on the terms and conditions provided therein.

6. **Term**
   a) The term of this Agreement will be 5 years. **Any ongoing extension the original term shall be contingent upon annual funding being appropriated, budgeted, and otherwise made available for such purposes.**

   b) HS GovTech will provide a written 60 days' notice prior to the expiration of this agreement. This agreement will automatically renew under the same terms and conditions for one year at the expiration of the initial and each subsequent term unless:
      i. The Department and HS GovTech enter into a new written agreement which replaces this Agreement, or;
      ii. The Department provides a Notice of Termination, as prescribed herein, to HS GovTech of its intent to terminate this Agreement and its use of the HS GovTech Software.

7. **Software System Upgrades and Changes**
   a) The License Fee includes all subsequent core system configurations and changes instituted by HS GovTech after deployment in conjunction with the department's specific needs and requirements. It does not include any Custom Development, such as design changes to modules deployed for the Department that are outside the normal configuration options of the HS GovTech Software. Printforms (i.e., permits, inspections, etc.) are modifiable for no additional fee if mandated by state or local ordinance changes, phone number, office address or logo changes. Changes that are discretion design in nature, but not regulatory, are only covered once per year. Non regulatory changes greater than once per year, will be billed as a change fee. A year is defined by a rolling twelve-month basis.

   b) HS GovTech will use commercially reasonable efforts to minimize any changes to minimum system requirements for the HS GovTech Software resulting from system upgrades and changes

8. **Intellectual Property**
   a) The HS GovTech Software will, at all times, remain the property of HS GovTech, subject only to the license of use granted herein, specifically excluding any right of reproduction, sale, lease, sub-license or any other

transfer or disposition of the HS GovTech Software, or any portion thereof, by the Department except as follows:

i. Upon the transfer, or merger of substantially all the assets of the Department to a successor organization, this Agreement and the rights and obligations of the Department herein may be assigned to such successor.

b) The Department grants HS GovTech a non-exclusive, perpetual, and royalty-free license to use all innovations, suggestions, and feedback. ("**Feedback**") regarding the HS GovTech Software suggested by the Department staff, provided that the Feedback pertains to the operation or design of the HS GovTech Software, or of possible future extensions of the HS GovTech Software, and is either presented in an area not private to the Department or is sent directly to HS GovTech. Such Feedback is given to HS GovTech on an "as is" basis and the Department does not provide any warranty regarding the Feedback.

9. Breach/Termination for cause

a) Should either party default in the performance of any obligation under this Agreement or breach any provision contained in the Agreement and not correct or substantially cure, the default or breach within sixty (60) days after receipt of written notice by the other party of such default or breach, then in addition to any other remedies set forth herein, or available in law or in equity, this Agreement may be terminated by the non-defaulting/non-breaching party, following which the Department will comply with the provisions set out in section 10 for Decommissioning.

b) In the event either party ceases its business operations, makes a general assignment for the benefit of creditors, is adjudged bankrupt, or becomes insolvent, then the other party may, at its sole discretion, terminate the Agreement upon thirty (30) days' notice to the other party and the provisions set out in section 10 for Decommissioning will not apply.

c) **Any ongoing extension the original term shall be contingent upon annual funding being appropriated, budgeted, and otherwise made available for such purposes.**

10. Decommissioning

a) Upon termination of this Agreement, or its expiration without replacement, the Department will immediately cease using the HS GovTech application. HS GovTech will transmit all data captured using the system and all Department data stored on the HS Cloud system to the Department and securely erased from the HS Cloud servers within thirty (30) business days of the effective termination date. The data will be provided in a SQL backup file (.bak file), or comma delimited if requested by the department. For decommissioning to occur all outstanding monies owed to HS GovTech by the Department must

be paid in full at the time of decommissioning. If a department is in arrears at the time of decommissioning request, the agency will begin their 30 days decommission cycle upon full payment of the arrearages owed.

11. Confidentiality

a) Each party agrees to protect the Confidential Information of the other party in the same manner that it protects the confidentiality of its own proprietary and confidential information of a like kind, but in no case less than reasonable care, and will not use the Confidential Information of the other party, except in connection with the performance of its obligations under this Agreement or as permitted by this Agreement. The confidentiality provisions set forth in this Agreement will remain in full force and effect in perpetuity.

b) Without limiting the foregoing, HS GovTech will (a) ensure that all copies of the Data will be secured behind a professionally configured firewall, (b) use database systems with adequate and reliable security and will make regular security checks on these systems, and (c) HS GovTech will supply the PAC with copies of the results of such checks upon request. The Department agrees that it will treat these results as HS GovTech's Confidential Information.

c) Upon termination of this Agreement or upon the written instruction of the party owning Confidential Information, the other party will return or destroy the requesting party's Confidential Information. For this Agreement, a party will be deemed to have destroyed electronic Confidential Information when it executes an application- or operating system-level, commercially reasonable delete function on it, provided that thereafter it does not conduct or permit any recovery or restoration of same.

d) Each party will be responsible to the other for any disclosure of Confidential Information that is not permitted by this Agreement to the extent caused by such party and for any failure by such party to comply with the terms hereof. Each party will indemnify and hold harmless the other, from and against any and all claims arising out of any breach by it of this section 11.d).

e) The obligations of confidentiality set out in this section 11 will not apply in respect of uses or disclosures of Confidential Information where:

   i. The disclosure consents in writing,

   ii. Disclosure is required to comply with any applicable law, judicial order or stock exchange rules, provided that the party proposing to disclose the Confidential Information gives the other party reasonable, sufficient notice as may be practicable in the circumstances to contest or protect the required disclosure, or

   iii. The party proposing to use or disclose the Confidential Information can establish with documentary evidence that, other than as a result



of a breach of this Agreement, The Confidential Information (A) is available in the public domain or is Public Data, (B) was disclosed to it by a third party without violating confidentiality obligations, or (C) was already known by it or was subsequently developed by it without any use of Confidential Information.

12. Protected Health Information

a) HS GovTech will implement administrative, physical, and technical safeguards that reasonably and appropriately protect the confidentiality, integrity, and availability of the electronic protected health information (PHI) in accordance with the NIST 800-53 Security Guide should the Department require that HS GovTech, subcontractors(s) or agent(s) create, receive, maintain, or transmit PHI data on behalf of the Department. This data shall be protected against unauthorized access, disclosure or modification, theft, or destruction.

b) HS GovTech will use encryption that is in accordance consistent with NIST Special Publication 800-111 Guide to Storage Encryption, including the use of standards-based encryption format using triple-DES (3DES), or the Advanced Encryption Standard (AES), or their successors.

c) Backups of PHI will be encrypted in accordance with secure methods as listed in NIST Special Publication 800-111 Guide to Storage Encryption, including off-site storage in a physically secure location with secure access controls to authorized personnel. Backup schedules shall be maintained to ensure timely availability and integrity of data.

d) HS GovTech will implement technical security measures including mechanisms to encrypt and decrypt electronic protected health information (PHI) "at rest" and "during transmission" over an electronic communications network, including the internet, consistent with NIST Special Publications 800-52, 800-77 and Guidelines as appropriate to comply with Federal Information Processing Standards in the protection of PHI.

e) HS GovTech will perform an independent audit of its data centers at least annually at its expense and provide a redacted version of the audit report to the Department upon request. HS GovTech may remove its proprietary information from the redacted version. A Service Organization Control (SOC) 2 audit report or approved equivalent sets the minimum level of a third-party audit.

f) HS GovTech will provide reports or additional information upon request of the Department and access by the Department or the Department's designated staff to HS GovTech's facilities and/or any location involved with providing services to the Department or involved with processing or storing Department data, and HS GovTech shall cooperate with Department staff and audit requests submitted under this Section. Any confidential information of either

party accessed or disclosed during the course of the security audit shall be treated as set forth under this Contract or federal or Department law or regulations. Each party shall bear its own expenses incurred in the course of conducting this security audit. HS GovTech shall at its own expense promptly rectify any non-compliance with the Policy or other requirements identified by this security audit and provide proof to the Department thereof.

g) HS GovTech will report any security incident to the appropriate Department identified contact immediately. If HS GovTech has actual knowledge of a confirmed data breach that affects the security of any Department content that is subject to applicable data breach notification law, HS GovTech shall:

   i. Promptly notify the appropriate Department identified contact within 24 hours or sooner, unless a shorter time is required by applicable law,

   ii. Take commercially reasonable measures to report perceived security incidents to address the data breach in a timely manner

   iii. Cooperate with the Department as reasonably requested by the Department to investigate and resolve the data breach,

   iv. Promptly implement necessary remedial measures, if necessary, and

h) Document responsive actions taken related to the data breach, including any post-incident review of events and actions taken to make changes in business practices in providing the services, if necessary.

i) Access to Department data will be restricted to authorized personnel. Security measures will be enforced to ensure the integrity, security and availability of the system and data resources. HS GovTech will be subject to HIPAA/HITECH Breach Notification requirements of unsecured Protected Health Information. All HS GovTech personnel assigned to this task order will be subject to appropriate security clearances granted in accordance to their assigned duties and responsibilities. All HS GovTech personnel will be informed of their security responsibilities and be subject to security monitoring and audits to ensure compliance to security clearances.

j) HS GovTech will deliver to department, if applicable, it's annual SOC2 Type 2 audit within 30 days of it's completion each year.

13. Indemnification

a) HS GovTech agrees that it will defend, indemnify and hold the Department harmless from any liabilities, claims or demands arising out of the work performed or services provided pursuant to this Agreement from persons who are not party thereto and who claim or allege any personal injury or death or any damage to their property due to the intentional or negligent acts of HS GovTech or its officers, employees, agents or assigns, except to the extent

that any such liability relates to any actions of the Department, the Users or any other employees or contractors of the Department. The Department will immediately provide notice to HS GovTech in the event of any such claim, and HS GovTech will have the right to defend and settle any such claims.

b) HS GovTech agrees to compensate the Department for any loss or damages caused directly by HS GovTech to the Department's premises or physical property, arising out of the work performed or services provided pursuant to this Agreement.

c) HS GovTech agrees to provide the Department proof of liability insurance prior to commencing work under this Agreement. Please see Appendix D for our standard insurance coverages.

d) The Department acknowledges that the licensed software provided by HS GovTech constitutes part of an information system to be used by the Department, its staff, employees, and authorized agents in the performance of their professional responsibilities and is in no way intended to replace their professional skill and judgment.

14. Notice

a) All notices will be in writing and will be sent by certified mail, return receipt requested, or by email to the people and addresses set out below, or to such other addresses as either party may request by notice. All notices sent by certified mail will be effective upon the date of receipt. Notices sent by email will be immediately effective on the date of transmission if sent during regular business hours, or on the next business day if sent outside of regular business hours.

To the Company:
HS GovTech Solutions Inc.
436 East 36th Street
Charlotte, NC 28205
Telephone: 1 (704) 519-8964
Web: www.hscloudsuite.com
Contact: Cameron Garrison, Director of Business Development
Cameron@hscloudsuite.com

To the Department:

John Ankrum, Building Official
Development Services Department
501 N. Madison Ave.
Mt. Pleasant, Texas 75455-3650



jankrum@mpcity.org

Contract Contact	Accounts Payable Contact
Contact: **John Ankrum**	Contact: Brenda Garmon
Phone: (903)575-4149	Phone: (903) 575-4000
Email: **jankrum@mpcity.org**	Email: bgarmon@mpcity.org

b) If normal mail service or email are interrupted by strike, slow down, Force Majeure or other cause, then a notice sent by the impaired means of communication will not be deemed to be received until received, and the parties sending the notice will use any other such services which have not been so interrupted or will deliver such notice in order to ensure prompt receipt thereof.

15. Force Majeure

Neither party is liable for any delay, interruption, or failure in the performance of its obligations if caused by acts of God, war, declared or undeclared, fire, flood, storm, slide, earthquake, their failure, inability to obtain equipment, supplies or other facilities not caused by a failure to pay, labor disputes, or other similar events beyond the control of the party affected that may prevent or delay such performance. If any such act or event occurs or is likely to occur, the party affected will promptly notify the other, giving particulars of the event. The party so affected will use reasonable efforts to eliminate or remedy the event.

16. Information Management Responsibilities

HS GovTech will comply with all applicable privacy laws, rules, and regulations of the jurisdiction in which the Department is located. HS GovTech will further provide a copy of its annual SOC2 audit, if applicable, to the department within thirty (30) days of it's completion each year.

17. General

a) This Agreement, the schedules and all attachments referenced herein will constitute the entire Agreement of the parties and will supersede all prior negotiations, proposals, and representations, whether written or oral.

b) This Agreement may not be modified except by subsequent agreement in writing executed by both the Department and HS GovTech.

c) It is mutually agreed by and between the parties that the relationship between the Department and HS GovTech will be that of independent contractor and no principal-agent or employer-employee relationship is created by this Agreement. The Department is interested in the results achieved and the conduct and control of the work will lie solely with HS GovTech. HS GovTech is not entitled to any of the benefits the Department provides its employees. It is further understood that the Department does not agree to use HS GovTech exclusively. Moreover, it is understood that HS GovTech is free to contract for similar services to be performed for other parties while under contract with the Department.

d) It is mutually agreed by and between the parties that if any section, subsection, sentence, clause, phrase, or portion of this Agreement will be for any reason held invalid, unenforceable, or unconstitutional by a court of competent jurisdiction, such portion will be deemed a separate, distinct and independent provision and such holding will not affect the validity of the remaining portions thereof.

e) It is mutually agreed and acknowledged by and between the parties that any breach by it of this Agreement with respect to intellectual property rights to HS GovTech Software or Confidential Information may cause the other party immediate and irreparable harm for which monetary damages would not be adequate to compensate such other party, and so upon such a breach the other party may seek injunctive or other equitable relief against the breaching party from any court of competent jurisdiction without establishing the inadequacy of monetary damages, proof of actual harm or posting any bond or security.

f) This Agreement will be governed by and construed in accordance with the laws enforced from time to time in the State of Texas and the federal laws of the United States applicable therein, without reference to their conflicts of laws principles.

g) The captions and headings appearing in this Agreement are inserted for convenience only and do not form a part of this Agreement and are not intended to interpret, define, or limit the scope, extent or intent of this Agreement or any provision hereof.

h) This Agreement will ensure to the benefit of and be binding upon the parties hereto and their respective heirs, executors, administrators, personal representatives, successors, and assigns. The Department may not assign or transfer any interest in this Agreement without the prior written consent of HS GovTech.

i) Whenever the singular or masculine is used herein, the same will be deemed to include the plural or the feminine of the body politic or corporate where the context of the party so requires.

IN WITNESS WHEREOF, the parties hereto have entered into this Agreement on the 15th day of November, 2023.

For HS GOVTECH SOLUTIONS INC.:

11/15/2023
Date **Silas Garrison, CEO**

For DEPARTMENT:

11-20-2025
Date **John Ankrum, Building Official**

11/20/2023
Date **Laurie Mays, Director of Finance**

Appendix "A"

Development Services Department
Scope of Work

Modules to be configured for department and included in this contract:

HS GovTech shall provide full functionality for the department to be able to conduct all their permitting, inspection, data collection, reporting and management needs including inspections in the field for the following program areas:

Program Areas

- Food (Temporary and All Permit Types)
- Pools
- Code Enforcement (to include Weeds-Grass, Trash- Rubbish, Open Storage, Property Maintenance, etc.)
- Planning – including GIS functionality (including ability to set custom buffer parameters), ability to do custom mass emails, form letters, schedule and project schedules.
- Building to include the following permit types (Residential and Non-Residential)
    - Change of occupancy
    - Demolition
    - Electrical
    - Fire
    - Mechanical
    - Plumbing
- Financial, and receipting module, for all programs included in system
    - Ability to use system for credit, debit, and ACH payments - including online by operators.
- Reporting - including Ad-Hoc - capabilities for all programs included above
- Full capability to perform inspections in the field on iPads or Windows Surface Pro devices (City chooses hardware). These devices have full functionality even when disconnected
- Ability to display inspection results online for the general public, and a full-service portal for City constituents to be able to apply for permits and licenses online, track existing licenses, and pay fees, with the Health Department
- Data conversion from existing databases to HS Cloud Suite for the program areas listed above
- "Form-builder" tool that allows the City to add, remove, and modify all fields and functionality in system. This includes the ability to publish any form or application online to the public portal to allow operators to interact with the City / County online
- Hosting (unlimited bandwidth and storage space) maintenance, and technical support
- On-site training for department users for go-live

Configuration Tools:

Provided will be the Configuration Tools that provide the following functionality:

a) Form Builder: Form builder provides back-end access to all tools/tables in the system, allowing the Admin user to add data entry fields, edit current data entry field formats, upload, and hook up a printed output from any tool, modify variables of features on all tools/tables, add new tools/tables to the system, and manage the relationship between all tools and tables. HS GovTech staff will assist in using this tool during implementation.

b) Violation Library: This tool allows the client to manage all aspects of the violation data that populates the inspections for all programs used, including library of items, selection types, scoring logic, predefined comments, violation municipal code library, printed output.

c) Program and Permit Type Manager: Which allow the full management of all programs and their individual permit/license types.

d) Navigation Categories and Pages: Allows the management of basic access points and categorization of tools within the system.

e) Ability to utilize GIS data in system, including ability to manage buffers as defined by the City.

Development Services Department partner deployment:

HS GovTech will designate the City of Mt. Pleasant as a partner deployment site, allowing the City to be involved in input of new and additional features and innovation, working with HS GovTech staff, and will provide the City access to new relevant features for testing, feedback and ongoing usage, where these services would not be quoted separately as an addendum to this contract or additional fees to the City.

Detailed User Manual and Training:

a) Provided will be its standard user's manuals and/or video's – in electronic format - that covers all the core features of the system, including the configuration tools. Should the agency wish for additional custom documentation to be created, a scenario that is not typically necessary, branded for their agency, HS GovTech can provide a custom documentation quote upon request by the department.

b) HS GovTech will provide onsite, or virtual, training at go-live for departments users.

Hosting:

a) Service includes web hosting, data storage, data backup and publishing Public Data, which includes inspection information configured to meet the requirements of the Department,

b) HS GovTech will make reasonable efforts to ensure that the system servers are available at 99.99% availability per calendar month on all its services subject to any force majeure as set out in section 15 of the Agreement. HS GovTech provides a Service Level Agreement (SLA) for its clients. Please see the SLA attached as Exhibit C

c) HS GovTech will allow access, via the Internet, to the system servers.

Support and Maintenance:

Any issues or needs with ongoing use of the system can be handled by using the HSCloud Support Feature. Full instructions on usage will be provided by product support staff. During usage, any bugs encountered will be fixed within three business days. Any change or additional functionality requests - outside the scope of this contract - will be reviewed and assessed, and if approved, a quote for the work will be provided.

Appendix "B"
Service Level Agreement (SLA)

HS GovTech offers the following levels of service to ensure maximum availability and performance. The HS GovTech 99.99% uptime guarantee sets standards for service in these critical areas:

Network Availability
Network uptime occurs when the functionality of all HS GovTech network infrastructure including cabling, switches, and routers, is operating as designed. Network downtime occurs if the HS GovTech servers are unable to transmit and/or receive data, and if the Client opens a service ticket for the incident in the Client system ticket tracking module. The HS GovTech network will be available 99.99% of the time, excluding scheduled maintenance or upgrades approved by both Client and HS GovTech. Should a network outage occur that results in Client system unavailability, HS GovTech will credit Client 5% of the monthly license and maintenance fee for every additional one (1) hour of downtime, up to but not exceeding 100% of one monthly payment. These credits will be applied toward future license and maintenance payments.

Infrastructure Guarantee
Critical systems include all power and HVAC infrastructure, UPS equipment, and cabling. Power supplies of individual servers are not included (see below for Hardware Guarantee). Critical systems downtime occurs when a HS GovTech server assigned to Client System is shut down because of power or heat problems, and if the Client opens a service ticket for the incident in the Client System ticket-tracking module. Critical system downtime is measured from the time the Client ticket is opened to the time the issue is resolved and the HS GovTech server comes back online. HS GovTech critical systems, including power and HVAC, are available 100% of the time, excluding scheduled maintenance periods. Should an outage due to critical system failure occur, HS GovTech will credit the Client 5% of the monthly license and maintenance fee for every additional one (1) hour of downtime, up to but not exceeding 100% of one monthly license and maintenance payment. These will be applied toward future license and maintenance payments.

Hardware Guarantee
Hardware is defined as the processor(s), RAM, hard disk(s), motherboard, NIC card, and other related components included in the HS GovTech server assigned to the Client System. All hardware components directly relating to the Client System will function properly and any failed component will be replaced immediately at no additional Client cost. The replacement process will begin when the cause of the problem has been determined. Hardware replacement is guaranteed to take no more than two (2) hours. In the event that the replacement takes more than two (2) hours, HS GovTech will credit the customer 5% of the monthly license and maintenance fee for every additional one (1) hour of downtime, up to but not exceeding 100% of one monthly license and maintenance payment. These credits will be applied toward future license and maintenance payments.

Maintenance and escalation (scheduled and unscheduled)
HS GovTech will notify Client at least forty-eight (48) hours in advance of any scheduled network downtime for maintenance and service. In the event of an unscheduled outage, HS GovTech will immediately notify Client System Administrator of the outage and its estimated length.

For outages lasting one (1) hour or longer the HS GovTech Operations Manager and Director of Programming and Development will treat the outage as top priority for immediate resolution. If the outage lasts more than two (2) hours the issue is assigned to the Chief Technology Officer. Any outage lasting four (4) or more hours is escalated to the HS GovTech Chief Executive Officer.

Should the outage last more than four (4) hours HS GovTech will provide updates to the Client System Administrator every four (4) hours on the system status. All updates and notifications will be sent via email to the Client System Administrator.

Customer Support and Warranty
Customer Support is available Monday through Friday during the hours of 8:00 AM – 6:00 PM EST except for federal holidays. An after-hours emergency support number is made available for Client division director level personnel.

Additional Services
Hosting of Client data technical support to staff in accordance with HS GovTech's established maintenance policy. Changes or additions to the Client System in the event the state or other regulatory agency modifies the format in which data is collected or output on a standard form.

Errors or bugs in system code will be addressed and repaired immediately for the term of the contract. System change requests from Client will be evaluated on a case-by-case basis and scheduled for completion based on priority. Non-transferable, renewable, unlimited user license for all Client staff. This license covers the online version of the Client System as well as the offline version, or Field Client.

Exceptions
Clients with delinquent accounts may not take advantage of our uptime guarantee. The Client must request all credits within three (3) days of the reported downtime, and the downtime must be from a single occurrence. All credits will be applied to future license and maintenance fee payments.

Appendix C
Contract Fees and Payment Schedule:

1. **Fees**
   a) The fees payable under this Agreement are as follows:

   - Set-up: Configuration, data conversion, and implementation to HS Cloud Suite for the state mandated programs listed in the scope is: **$36,000.00**

     Price after Texas discount for configuration already in place for state ordinances (ie: TFER) and my.gov conversion along with Texas CE partnership:

     $24,000.00

   - The annual cost for warranty, hosting, maintenance, and technical support is;

     $24,000.00

     Price after Texas discount for configuration already in place for state ordinances (ie: TFER and my.gov conversion along with Texas CE partnership:

     $18,000.00

   b) Payment schedule and terms:

   - 100% ($24,000.00) of set-up fee, and 100% of first-year license, warranty, hosting, maintenance, and technical support ($18,000.00) is due upon execution of contract.
   - 2nd year license, hosting, maintenance, and technical support due December 1st, 2024, and on anniversary thereof after.

2. **Term:**
   a. The term of this Agreement will commence December 1st 2023 and run until November-30th, 2028.

Appendix C
Standard Insurance Coverages

Insurance, naming City as additional insured, shall be in force for the duration of this contract. Appendix C is for the COI (Certificate of Insurance) updated and provided annually certifying coverage.

BFL CANADA

1177 West Hastings Street, Suite 200, Vancouver, BC V6E 2K3
T. (604) 669-9600 | 1 (866) 669-9602 | F. (604) 683-9316

CERTIFICATE OF INSURANCE
No. 22-044

This is to certify to: **City of Mount Pleasant TX,**
Development Services Department
501 N. Madison Ave
Mt. Pleasant, TX 75455-3650

that the following described policy(ies) or cover note(s) in force at this date have been effected to cover as shown below:

Named Insured: **HS GovTech Solutions Inc and HS GovTech USA Inc**
Address: **12 - 8465 Harvard Place**
Chilliwack, BC V2P 7Z5

Description of operations and/or activities and/or locations and/or vehicles to which this certificate applies:
Evidence of Insurance

Type	Insurer(s)	Policy Number	Policy Period from (mm/dd/yyyy) to (mm/dd/yyyy)	Limit of Insurance	
Commercial General Liability	Certain Underwriters at Lloyd's—100% as arranged through Beazley Canada Limited	19654338	12/01/2022 to 12/01/2023	USD 5,000,000	Bodily Injury and Property Damage—per Occurrence
				USD 5,000,000	Personal Injury
				USD 5,000,000	Non-Owned Automobile Liability
MediaTech Errors & Omissions Liability, including Cyber Liability	Certain Underwriters at Lloyd's—100% as arranged through Beazley Canada Limited	17601466	12/01/2022 to 12/01/2023	USD 5,000,000	each Claim

Additional Information:

Additional Insured(s) added to the Liability policy(ies), but only with respect to liability arising out of the operations of the Named Insured as it relates to the activity to which this certificate applies: **City of Mount Pleasant TX, with respect to Commercial General Liability policy only**

Should one of the above-noted policies be cancelled on or before the expiry date shown, the Insurer(s) will endeavour to provide **30** days' written notice to the Certificate Holder, but failure to provide such notice shall impose no obligation or liability of any kind upon the company, its agent or representatives.

For the purposes of the *Insurance Companies Act (Canada)*, this document was issued in the course of Lloyd's Underwriters' insurance business in Canada.

This certificate is issued as a matter of information only and is subject to all the limitations, exclusions and conditions of the above-listed policies as they now exist or may hereafter be endorsed.

Limits shown above may be reduced by Claims or Expenses paid.

BFL CANADA Risk and Insurance Services Inc.

Signed in Vancouver, BC on November 16, 2023

Per: _____
Jamil Karimani - *Authorized Representative*