

TextMyGov

TextMyGov
P.O. Box 3784
Logan, Utah 84323
435-787-7222

Partnership Proposal

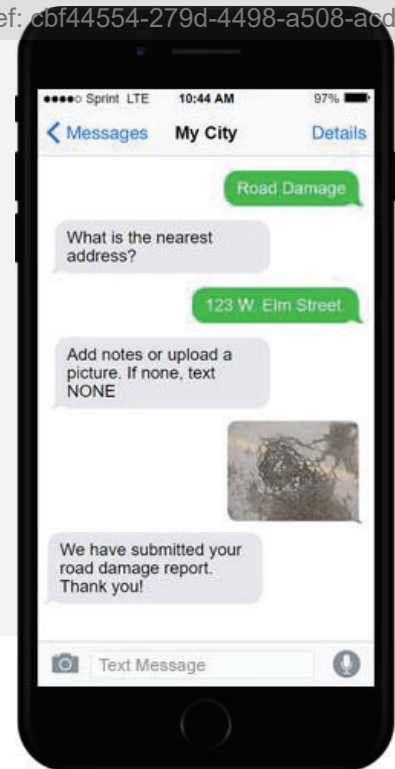
Introducing TextMyGov

TextMyGov was developed to open lines of communication with local government agencies and citizens. The system works 24 hours a day and easily connects with your website and other communication methods.

Using the regular messaging app on any smartphone, the smart texting technology allows the citizen to ask questions and get immediate responses, find links to information on the agency's website, address problems, report any issues and upload photos.

According to the Pew Research Center, **97% of smartphone owners text regularly.**

The technology analysts at Compuware reported **that 80 to 90% of all downloaded apps are only used once and then eventually deleted** by users.



TextMyGov Solutions:

Communicate, Engage, Boost Website Traffic, Track, and Work



Communicate

TextMyGov uses smart texting technology to communicate with citizens. Local government agencies can answer questions, send links to their website, and provide details on garbage pickup, utility payments, city news, events, office hours, just to name a few.



Engage

TextMyGov uses smart texting technology to engage with citizens. Citizens can easily report issues to any department, such as potholes, drainage problems, tall grass, junk cars. The issue reporting function can be customized for each department and their most commonly reported items. Agencies can engage citizens and ask specific guided questions regarding location, address, street name, and more. If your goal is to engage with citizens and get smart valuable data- You need TextMyGov.



Boost Website Traffic

TextMyGov uses smart texting technology to maximize a cities website. Citizens can text in keywords like festival, parking, ticketing, meeting, sporting event, etc. The smart texting technology can answer the question or send a link from the city's website with additional information. Local government agencies spend thousands of dollars each year on their website. TextMyGov is the best way to benefit from that investment. If your goal is to benefit from your website investment- You need TextMyGov.



Track

TextMyGov uses smart texting technology to track and record all the information that is sent in. Agencies can track the cell phone number, date, and time of every request. If your agency wants to be compliant with FOIA- You need TextMyGov.



Work

Smart texting uses detailed information to track a citizen's request or create a work order. Work orders and requests can be generated and completed. Smart texting allows you to easily collect information like name, location, street address, and allows the user to upload a photo. If your agency wants to track real requests and real work orders submitted by a real cell phone number- You need TextMyGov.

Implementation

Getting Started

After the execution of the basic service agreement, a project manager will be assigned to assist the client through implementation. A local phone number will be obtained for use with TextMyGov.

Configuration

The project manager will work with the client to customize interactive responses, create automation flows, and keyword lists. Training will be provided on how to quickly create and edit data.

Media Kit

Advertising materials will be provided to the client, including an infographic for the website and downloadable flyer for social media and other communication methods used by the agency.

Unlimited Training and Support

After initial implementation and training, unlimited on-going support is included. Our experts are available M-F 6am-5pm MST.

Subscription Cost Breakdown

This quote represents a subscription to TextMyGov with an initial TERM of two years. The agreement is set to automatically renew after the initial TERM. Support and services fees may increase in subsequent years, but will increase no more than 5% per year. See below for the package price and other details:

Terms and conditions can be printed and attached as Exhibit A

Prepared for:

Town of Juno Beach
340 Ocean Drive
Town of Juno Beach
FL 33408

Prepared by:

TextMyGov
P.O. Box 3784
Logan, UT 84323

Package	Package Price	Billing
TextMyGov Package includes: • TextMyGov Web-Based Software • Local Phone Number • Short Code Number (for outgoing messages) • Unlimited Users • Unlimited Departments • Unlimited Support for Every User • 10 GB Managed online data storage • 50,000 Text Messages per year	\$ 4,200	Annual
Implementation/Setup Fee	\$2,100	One Time
Total (First Year):	\$6,300	First Year
Total (Ongoing):	\$4,200	Annual

Notes:

1. This is a two-year contract. After the initial two years, the contract can be canceled by providing 60-day written notice.
2. After the initial two-year contract, the agreement will revert to a year to year.
3. Customer is required to put Text My Gov widget on the Agencies Web Home page.
4. This agreement and pricing were provided at the customer's request and are good for 30 days.
5. Customer is required to provide copy of W-9

Additional Services

TextMyGov provides additional applications and services that can be purchased as part of the TextMyGov solution. These can be added to the customer's annual* cost, upon request.

Enhanced Media & Care Package – Marketing materials and expert implementation to promote and optimize TextMyGov, see us here for additional information- https://textmygov.com/enhanced-media-care/	Price based on Population	Annual
Additional Storage – Each unit of storage contains an additional 100 GB.	\$250	Annual
Additional text messages – Additional text messages can be purchased at any time. (\$750 for 100,000), (\$550 for 50,000), (\$300 for 25,000)	Price based on amount of text messages	Annual

Agreement Confirmation

Implementation Team Information

Name: David Dyess

Title: Town Manager

Email: ddyess@juno-beach.fl.us

Office Phone: 561-656-0322

Cell Phone (Required): 772-260-1850

Implementation Team Information

Name: Caitlin Copeland

Title: Town Clerk

Email: ccopeland@juno-beach.fl.us

Office Phone: 561-656-1122

Cell Phone (Required): 772-260-1850

Widget Contact

Name: David Dyess

Title: Town Manager

Email: ddyess@juno-beach.fl.us

Office Phone: 561-656-0322

Cell Phone (Required): 772-260-1850

(This person is responsible for placing the TextMyGov widget (see options - [Widget | TextMyGov Support](#)) on the agency's website within 60 days of the agreement signature. The TextMyGov widget will remain on the agency's website for the duration of the agreement. If the widget is not placed on the City/County website within 60 days, the Agency agrees to pay an additional \$1,000 towards setup costs (this is to cover TextMyGov's time).

Billing Information

Billing Contact Name: Karen England

Title: Finance

Email: kengland@juno-beach.fl.us

Office Phone: 561-656-1122

Address: 340 Ocean Dr. Juno Beach Fl. 33408

(Please attach copy of W-9 or Tax Exemption form.) **X**

Agreement Signature

Name: David Dyess

Title: Town Manager

Date: 09/06/2023

Signature:

David Dyess

ATTEST:

[Signature]
Town Clerk

Twilio Contact Authorization

Twilio Authorized Contacts

Employee Name (1): David Dyess

Email: ddyess@juno-beach.fl.us

Business Title: Town of Juno Beach

Job Position: Town Manager

Phone Number: 561-656-0322

Employee Name (2): Caitlin Copeland

Email: ccopeland@juno-beach.fl.us

Business Title: Town of Juno Beach

Job Position: Town Clerk

Phone Number: 561-656-1122

☒ I confirm that my nominated authorized representatives agree to be contacted by Twilio.

This Terms of Access Agreement (“Agreement”) is made between Text My Gov Inc. (“TextMyGov”) and any Agency, Employee, User, You or Citizen with a login or access to the TextMyGov Services (“User”).

BY CLICKING THE ACCEPTANCE BUTTON, ACCESSING, VIEWING or USING ANY PART OF THE SERVICE(s), YOU EXPRESSLY AGREE TO AND CONSENT TO BE BOUND BY ALL OF THE TERMS OF THIS AGREEMENT. IF YOU DO NOT AGREE TO ALL OF THE TERMS OF THIS AGREEMENT, THE BUTTON INDICATING NON-ACCEPTANCE MUST BE SELECTED, AND YOU MAY NOT ACCESS, USE OR VIEW ANY PART OF THE SERVICE.

1. TextMyGov Service(s)

TextMyGov allows “User” to utilize smart texting technology to ask questions, get immediate responses, find links to information, search a website, address problems, report any issues and uploads photos, store information, report information, and manage the processes. Referred in this Agreements as (“Services”)

2. Descriptions and Requirements

a. Description. The Services is proprietary to TextMyGov and is protected by copyright laws, intellectual property laws and international intellectual property treaties. User access to the Services is licensed and not purchased. TextMyGov agrees to provide you with User access to the Service(s), consisting of access to an Internet application(s), Services and storage space for the sole purpose of citizen engagement and communications, subject to the terms and limitations set forth in this Agreement.

b. Accessibility. TextMyGov will do everything, within reason, to assure you continuous access to the Services. You agree that from time to time the Services may be momentarily inaccessible or inoperable for any reason, including, without limitation: (i) equipment malfunctions; (ii) periodic maintenance procedures or repairs that TextMyGov may undertake from time to time; or (iii) causes beyond the control of TextMyGov or that are not reasonably foreseeable by TextMyGov.

c. Data Storage and Management. You hereby accept full responsibility for the accuracy of the data input, uploaded or converted, without limitations, regardless of the source. TextMyGov will store and provide secure access to the data used as part of the Services. In accordance with accessibility terms, the TextMyGov provides restricted access to some Services including but not limited to reporting, setup, configuration, data exporting and admin functions. TextMyGov will manage the data in a secure environment and routinely backup the data to prevent any major loss of data. You agree that TextMyGov is not responsible for loss of information for any reason, including, without limitation: (i) file transfers, (ii) Internet uploads/downloads; or (iii) Secure Internet File Text Transfer Protocol (FTTP).

3. Representations and Warranties

You represent and warrant to TextMyGov that: (a) you have the power and authority to enter into and perform your obligations under this Agreement; (b) you shall comply with

all terms and conditions of this Agreement, including, without limitation, the Acceptable Use Policy set forth at Section 4; and (c) you have provided accurate and complete registration information, including, without limitation, your legal name, address and telephone number, agency you work for, e-mail address, contact information or person responsible for the account.

4. Acceptable Use Policy

You are solely responsible for any and all acts and omissions that occur under your account or password, and you agree not to engage in unacceptable use of the Service, which includes, without limitation: (a) editing or deleting important information used by you or other users in your organization, (b) providing access to the Services to anyone that does not have an authorized password; (c) accessing information not provided, disseminate or transmit files, graphics, software or other material that actually or potentially infringes the copyright, trademark, patent, trade secret or other intellectual property right of any person or TextMyGov; (d) creating a false identity or to otherwise attempt to mislead any person as to the identity or origin of any communication; (e) exporting, re-exporting or permitting downloads of any message or content in violation of any export or import law, regulation or restriction of the United States and its agencies or authorities, or without all required approvals, licenses or exemptions; (f) interfering, disrupting or attempting to gain unauthorized access to other accounts on the Services or any other computer network; (g) disseminating or transmitting viruses, trojan horses or any other malicious code or program; or (h) engaging in any other activity deemed by TextMyGov to be in conflict with the purpose or intent of this Agreement.

5. Limitations

a. Security. You are solely responsible for the security, confidentiality and integrity of all messages and the content that you receive, transmit through or store on the Services. You are solely responsible for any authorized or unauthorized access to your account by any person. You agree to bear all responsibility for the confidentiality of your password and all use or charges incurred from use of the Services with your password.

b. Privacy. It is the policy of TextMyGov to respect your privacy. TextMyGov will not monitor, edit, or disclose any personal information about you or your account, including its contents, without your prior consent unless TextMyGov has a good faith belief that such action is necessary to: (i) comply with legal process or other legal requirements of any authority; (ii) protect and defend the rights or property of TextMyGov; (iii) enforce this Agreement; or (iv) protect the interests of users of the Services other than you. Your IP address or cell phone number is transmitted and recorded with each message you send from the Services. TextMyGov will not provide information in aggregate form collected from and relating to you or to third persons such as advertisers.

6. Termination

This Agreement is effective upon your acceptance as set forth herein and shall continue in full force until terminated. After the initial term (number of years) of the purchase

agreement. You may terminate this Agreement for any reason upon 60 days' prior written notice to: Text My Gov, PO Box 3784, Logan, Utah 84323.

TextMyGov reserves the right, in its sole discretion and without notice, at any time and for any reason, to: (a) remove or disable access to all or any portion of the Service; (b) suspend access to or use of all or any portion of the Services; and (c) terminate this Agreement.

7. Disclaimer of Warranties

THE SERVICES IS PROVIDED ON AN "AS IS" BASIS WITHOUT WARRANTY OF ANY KIND, EXPRESS OR IMPLIED. YOU EXPRESSLY AGREE THAT THE USE OF THE SERVICES IS AT YOUR SOLE RISK. TEXTMYGOV DOES NOT WARRANT THAT THE SERVICES WILL BE UNINTERRUPTED OR ERROR FREE, NOR DOES TEXTMYGOV MAKE ANY WARRANTY AS TO ANY RESULTS THAT MAY BE OBTAINED BY USE OF THE SERVICE. TEXTMYGOV MAKES NO OTHER WARRANTIES, EXPRESSED OR IMPLIED, INCLUDING, BUT NOT LIMITED TO, ANY IMPLIED WARRANTIES OF MERCHANTABILITY OR FITNESS FOR A PARTICULAR PURPOSE, IN RELATION TO THE SERVICE.

8. Limitation of Liability

UNDER NO CIRCUMSTANCES SHALL TEXTMYGOV BE LIABLE TO YOU OR ANY OTHER PERSON FOR ANY INDIRECT, INCIDENTAL, CONSEQUENTIAL OR PUNITIVE DAMAGES ARISING OUT OF OR RELATING TO THIS AGREEMENT. ~~YOUR SOLE AND EXCLUSIVE REMEDY HEREUNDER SHALL BE FOR YOU TO DISCONTINUE YOUR USE OF THE SERVICES AND TERMINATE THIS AGREEMENT.~~

~~9. Indemnification~~

~~You agree to indemnify, hold harmless and defend TextMyGov, its shareholders, directors, officers, employees and agents from and against any action, cause, claim, damage, debt, demand or liability, including reasonable costs and attorney's fees, asserted by any person, arising out of or relating to: (a) your use of the Service, including any data or work transmitted or received by you; and (b) any libelous, slanderous, indecent or other statement concerning any person made or republished by you.~~

9. Public Records

As required by Section 119.0701, Florida Statutes, TextMyGov shall:

a. Keep and maintain public records required by the User to perform the service.

b. Upon request from User's custodian of public records, provide User with a copy of the requested records or allow the records to be inspected or copied within a reasonable time at a cost that does not exceed the cost provided in Chapter 119, Florida Statutes, or as otherwise provided by law.

c. Ensure that public records that are exempt or confidential and exempt from public records disclosure requirements are not disclosed except as authorized by law for the duration of the Agreement term and following completion of the Agreement if TextMyGov does not transfer the records to User.

d. Upon completion of the Agreement, transfer, at no cost, to User all public records in possession of TextMyGov or keep and maintain public records required by TextMyGov to perform the services. If TextMyGov transfers all public records to User upon completion of the Agreement, TextMyGov shall destroy any duplicate public records that are exempt or confidential and exempt from public records disclosure requirements. If TextMyGov keeps and maintains public records upon completion of the Agreement, TextMyGov shall meet all applicable requirements for retaining public records. All records stored electronically must be provided to User, upon request from User's custodian of public records, in a format that is compatible with the information technology systems of User.

IF TEXTMYGOV HAS QUESTIONS REGARDING THE APPLICATION OF CHAPTER 119, FLORIDA STATUTES, TO TEXTMYGOV'S DUTY TO PROVIDE PUBLIC RECORDS RELATING TO THIS AGREEMENT, CONTACT THE CUSTODIAN OF PUBLIC RECORDS AT: (561) 656-0316; CCOPELAND@JUNO-BEACH.FL.US; OR 340 OCEAN DRIVE, JUNO BEACH, FL 33408.

10. Miscellaneous

a. Independent Contractors. The parties and their respective personnel, are and shall be independent contractors and neither party by virtue of this Agreement shall have any right, power or authority to act or create any obligation, express or implied, on behalf of the other party.

b. Amendment. TextMyGov shall have the right, at any time and without notice, to add to or modify the Terms of this Agreement, simply by delivering such amended terms to User by requiring acceptance during login. User access to or use of the Services after the date such amended terms are delivered to User shall be deemed to constitute acceptance of such amended terms.

c. Waiver. No waiver of any term, provision or condition of this Agreement, whether by conduct or otherwise, in any one or more instances, shall be deemed to be, or shall constitute, a waiver of any other term, provision or condition hereof, whether or not similar, nor shall such waiver constitute a continuing waiver of any such term, provision or condition hereof. No waiver shall be binding unless executed in writing by the party making the waiver.

d. Severability. If any provision of this Agreement is determined to be illegal or unenforceable, then such provision will be enforced to the maximum extent possible and the other provisions will remain fully effective and enforceable.

e. Notice. All notices shall be in writing and shall be deemed to be delivered when sent by first-class mail, postage prepaid, or when sent by facsimile or e-mail to either parties' last known post office, facsimile or e-mail address, respectively. User hereby consents to notice by email. All notices shall be directed to the parties at the respective addresses given above or to such other address as either party may, from time to time, provide to the other party.

g. Inspector General. TextMyGov is aware that the Inspector General of Palm Beach County has the authority to investigate and audit matters relating to the negotiation and performance of this contract and in furtherance thereof, may demand and obtain records and testimony from TextMyGov and its subcontractors. TextMyGov understands and agrees that in addition to all other remedies and consequences provided by law, the failure of TextMyGov or its subcontractors to fully cooperate with the Inspector General when requested may be deemed by the User to be a material breach of the Agreement justifying termination.

h. E-Verify. TextMyGov warrants and represents that TextMyGov and all subcontractors are in compliance with Section 448.095, Florida Statutes, as may be amended. TextMyGov has registered to use, and shall continue to use, the E-Verify System (E-Verify.gov) to electronically verify the employment eligibility of newly hired employees and has received an affidavit from each subcontractors stating that the subcontractor does not employ, with or subcontract with an unauthorized alien. If the User has a good faith belief that TextMyGov has knowingly violated Section 448.09(1), Florida Statutes, User shall terminate this Agreement pursuant to Section 448.095(2), Florida Statutes, as may be amended. If User has a good faith belief that a subcontractor has knowingly violated Section 448.09(1), Florida Statutes, but TextMyGov has otherwise complied, it shall notify TextMyGov, and TextMyGov shall immediately terminate its contract with the subcontractor.

~~f. Law. This Agreement is made in and shall be governed by the laws of the State of Utah without reference to conflicts of laws.~~

~~g. Forum. All actions, claims or disputes arising under or relating to this Agreement shall be brought in the federal or state courts in the State of Utah. The parties irrevocably submit and consent to the exercise of subject matter jurisdiction and personal jurisdiction over each of the parties by the federal and/or state courts in the State of Utah. The parties hereby irrevocably waive any and all objections which any party may now or hereafter have to the exercise of personal and subject matter jurisdiction by the federal or state courts in the State of Utah and to the laying of venue of any such suit, action or proceeding brought in any such federal or state court in the State of Utah.~~

~~h. Process. The parties irrevocably submit and consent, and irrevocably waive any and all objections which any party may now or hereafter have, to process being served in any such suit, action or proceeding referred to in the preceding subsection pursuant to the rules of the applicable court, including, without limitation, Services by certified or registered mail, return receipt requested. No provision of this section shall affect the right of any party to serve process in any manner permitted by law or limit the right of~~

~~any party to bring suits, actions or proceedings to enforce in any lawful manner a judgment issued by the state or federal courts of the State of Utah.~~

i. Attorney's Fees. If any action in law or in equity is necessary to enforce the terms of this Agreement or because of an alleged dispute, breach, default, or misrepresentation in connection with any provisions of this Agreement, the prevailing party will be entitled to reasonable fees and costs of attorneys, accountants, and other professionals, and costs and expenses in addition to any other relief to which such prevailing party may be entitled.

j. Headings. The captions and headings of this Agreement are included for ease of reference only and will be disregarded in interpreting or construing this Agreement.

k. Force Majeure. If the performance of any part of this Agreement by either party is prevented, hindered, delayed or otherwise made impracticable by reason of any flood, riot, fire, judicial or governmental action, labor disputes, act of God or any other causes beyond the control of either party, that party shall be excused from such to the extent that it is prevented, hindered or delayed by such causes.

l. Survival. The terms and provisions of Sections 2, 3, 4, 5, 7, 8, 9 and 10 All obligations set forth herein of a continuing nature shall survive any termination or expiration of this Agreement.

m. Entire Agreement. This Agreement constitutes the complete and exclusive statement of the agreement between the parties with respect to the Services and supersedes any and all prior or contemporaneous communications, representations, statements and understandings, whether oral or written, between the parties concerning the Service.

USER HAS READ, UNDERSTANDS AND AGREES TO THE TERMS & CONDITIONS OF THIS AGREEMENT.