

**FIRST AMENDMENT TO MASTER SERVICE AGREEMENT  
AND STATEMENT OF WORK ADDENDUM  
BETWEEN CIVICPLUS, LLC AND TOWN OF LOXAHATCHEE GROVES**

This First Amendment is made as of the 26<sup>th</sup> day of April, 2023, by and between the **Town of Loxahatchee Groves**, located at 155 F Road, Loxahatchee Groves, FL 33470, a Florida Municipal Corporation (“Client”) and **CivicPlus, LLC., d/b/a CivicPlus**, a Kansas limited liability company authorized to do business in the State of Florida, located at 302 S. 4<sup>th</sup> Street, Suite 500, Manhattan, KS 66502 (“CivicPlus”).

This First Amendment sets forth additional terms and conditions to or amendments to the terms and conditions of the Master Services Agreement and Statement of Work Addendum (“Addendum”). The terms of this First Amendment shall be deemed to amend, modify, supplement, replace, and/or supersede (as applicable) any inconsistent provisions in the Addendum, to the extent of inconsistency. The parties agree as follows:

1. Section 1 “Additional Terms” of the Addendum is hereby amended by adding thereto a new paragraph 43, to read as follows:

43. Pursuant to Section 448.095(2), Florida Statutes, CivicPlus shall:

- a. Register with and use the E-Verify system to verify the work authorization status of all newly hired employees and require all subcontractors (providing services or receiving funding under the Contract Documents) to register with and use the E-Verify system to verify the work authorization status of all the subcontractors’ newly hired employees;
- b. Secure an affidavit from all subcontractors (providing services or receiving funding under this Agreement) stating that the subcontractor does not employ, contract with, or subcontract with an “unauthorized alien” as defined in Section 448.095(1)(k), Florida Statutes;
- c. Maintain copies of all subcontractor affidavits for the duration of the Agreements and provide the same to Client upon request;
- d. Comply fully, and ensure all of its subcontractors comply fully, with Section 448.095, Florida Statutes;
- e. Be aware that a violation of Section 448.09, Florida Statutes (Unauthorized aliens; employment prohibited) shall be grounds for termination of the Agreements; and
- f. Be aware that if Town terminates the Agreements under Section 448.095(2)(e), Florida Statutes, CivicPlus may not be awarded a contract for at least one (1) year after the date on which the Agreements are terminated and will be liable for any additional costs incurred by Client as a result of termination of the Agreements.

2. Section 1 “Additional Terms” of the Addendum is hereby amended by adding thereto a new paragraph 44, to read as follows:

44. CivicPlus will defend or settle at its expense a claim or suit brought by a third party against the Client arising out of a claim asserting that the work, services, software, repair, materials or other deliverables (“deliverables” hereafter) provided by CivicPlus under the Agreements (if any) infringes any U.S. copyright or any U.S. patent or misappropriates a trade secret. CivicPlus will indemnify and hold harmless the Client against and from damages, costs, and reasonable attorneys’ fees, if any and at all levels of trial and appeal or mediation or arbitration, finally awarded in such suit or the amount of the settlement thereof; provided that (i) CivicPlus is promptly notified in writing of such claim or suit, (ii) CivicPlus will have the sole control of the defense and settlement thereof, and (iii) Client furnishes CivicPlus, on reasonable request, information available to Client for such defense. The Client will not admit any such claim without prior consent of CivicPlus.

- a. In the event of a claim of infringement, CivicPlus shall, at its option:
  - 1. procure for Client the right to continue using the deliverables provided under the Agreements; or
  - 2. replace or modify the deliverables so that the same becomes non-infringing but substantially equivalent in functionality and performance.
  - 3. If neither of the above actions is reasonably feasible, CivicPlus will refund to Client the fee actually paid by Client under the Agreements (as amortized on a straight-line basis over the time in which the Client was able to use the deliverables.
- b. CivicPlus will have no obligation under this section for infringement if and to the extent that such claim arises from:
  - 1. modification of the deliverables other than by CivicPlus or by its recommendation; or
  - 2. combination of the deliverables with products other than those supplied by CivicPlus;
  - 3. the alleged infringement or misappropriation relates to such modification or combination; and/or
  - 4. the specifications or written direction of the Client directs CivicPlus to construct, fabricate or otherwise provide the infringing deliverables, design, apparatus or, article, with CivicPlus’ products, services, or work product.
- c. CivicPlus will also not have any indemnification obligation with respect to a claim: (i) if it has provided Client with reasonable changes that would have avoided the problem and the reasonable changes are not fully implemented by Client within a reasonable time or (ii) arising out use of the deliverables not in accordance with the Agreements.
- d. CivicPlus’ obligation to indemnify, defend and hold harmless shall remain in effect and shall be binding upon CivicPlus whether such injury or damage shall

accrue, or may be discovered, before or after termination or expiration of the Agreements.

3. Section 1 “Additional Terms” of the Addendum is hereby amended by adding thereto a new paragraph 45, to read as follows:

45. CivicPlus shall procure and maintain and shall cause any subcontractor of CivicPlus to procure and maintain, the minimum insurance coverages listed below throughout the term of the Agreements. Such coverage shall be procured and maintained with forms and insurers acceptable to Client. In the case of any claims-made policy, the necessary retroactive dates and extended reporting periods shall be procured to maintain such continuous coverage.

- a. Cyber Liability with limits of not less than \$1,000,000 per occurrence or claim, \$2,000,000 aggregate. Coverage shall be sufficiently broad to respond to the duties and obligations as set forth in the Agreements and shall include, but not be limited to, claims involving data breach, media content, infringement of intellectual property, invasion of privacy violations, information theft, damage to or destruction of electronic information, release of private information, alteration of electronic information, extortion and network security. The policy shall provide coverage for breach response costs as well as regulatory fines and penalties as well as credit monitoring expenses with sufficient limits to respond to these obligations.
- b. CivicPlus shall insure that sub-consultant used under the Agreements, maintain adequate levels of the above-required Insurance.
- c. Client shall be named as an additional insured on the required insurance coverage.
- d. CivicPlus’ policy shall contribute as primary and non-contributory and shall include a waiver of subrogation.
- e. Within thirty (30) days of the date of this First Amendment, CivicPlus shall submit to Client a certificate of insurance evidencing the required insurance as stated herein.

4. Section 2 “Amendments” of the Addendum is hereby amended as follows:

- A. MSA #7 is further amended to include the following: “Invoices and payments shall be in accordance with the Local Government Prompt Payment Act.”
- B. MSA #22 is deleted in its entirety and amended to read as follows: “The liability of either party arising out of or related to this Agreement, or any associated SOW, will not exceed the Annual Service Fees under contract between the parties in the year prior to such claim of liability.”
- C. MSA #23 is deleted in its entirety and amended to read as follows: “ In no event will either party be liable to the other party for any consequential, indirect,

special, incidental, or punitive damages arising out of or related to this Agreement.”

D. MSA #24 is amended to replace “Client” and “CivicPlus” with “either party”.

ALL TERMS AND CONDITIONS OF THE ADDENDUM NOT EXPRESSLY MODIFIED HEREIN SHALL REMAIN IN FULL FORCE AND EFFECT.

**IN WITNESS WHEREOF**, the parties hereto have caused this First Amendment to be executed as of the day and year set forth above.

**TOWN OF LOXAHATCHEE GROVES**

ATTEST:

By: \_\_\_\_\_  
Lakisha Burch, Clerk

By: \_\_\_\_\_  
Francine L. Ramaglia, Town Manager

APPROVED AS TO FORM AND  
LEGAL SUFFICIENCY

By: \_\_\_\_\_  
Office of the Town Attorney

**CIVICPLUS, LLC.**

By: Amy Vikander

Print Name: Amy Vikander

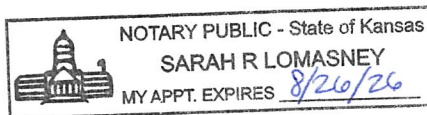
Print Position: SrVP of Customer Success

[CORPORATE SEAL]

STATE OF Kansas )  
COUNTY OF Riley )

The foregoing instrument was acknowledged before me by means of physical presence this 26<sup>th</sup> day of April, 2023, by Amy Vikander, as SVP of CivicPlus, LLC., a company authorized to do business in the State of Florida, and who is personally known to me or who has produced the following driver's license as identification.

[SEAL]



Notary Public:

Sarah Lomasney