# AGENDA

# CITY COUNCIL MEETING

# MONDAY, NOVEMBER 1, 2021

## 7:00 p.m.

This meeting will be conducted by Teleconference.

The public may listen into this meeting by calling the following conference line and then entering the conference code:

**Dial-In Number: (929) 436-2866**
**Meeting ID: 381 083 245**

Prayer

Pledge of Allegiance

Roll Call

**MINUTES FOR APPROVAL:**

Approval of City Council Minutes: September 7, 2021

**MATTERS TO BE ACTED UPON (CONSENT CALENDAR):**

**\*134-20**  Public Safety and Transportation Committee Report re: Grant Submission: U.S. Department of Transportation Federal Aviation Administration (FAA) – American Rescue Plan Act Airport Rescue Grant Program (#22375).

**\*116-20**  Economic and Community Development and Environment Committee Report re: Resolution urging State Senators and State Representatives to pass necessary legislation to implement the Transportation and Climate Initiative Program ("TCI-P").

**\*133-20**  Economic and Community Development and Environment Committee Report re: Grant Submission: Connecticut State Library – Historic Documents Preservation Program (#22213).

**\*129-20**  Miscellaneous Matters Committee Report re: Settlement of Pending Litigation with Marcus Stewart, et al.

**\*130-20**  Miscellaneous Matters Committee Report re: Settlement of Pending Litigation with William Gomez-Perez, et al.

**\*135-20**  Miscellaneous Matters Committee Report re: Settlement of Pending Litigation with Marciano Gomez-Salazar.

**\*126-20**  Contracts Committee Report re: Agreement with Interpersonal Frequency regarding the Acquisition of a New City Website.

### MATTERS TO BE ACTED UPON:

**131-20**       Miscellaneous Matters Committee Report re: Settlement of Pending Litigation
with Jordan Taylor.

*(Special Note: All items listed on the agenda can be found on the City Clerk's website within
24 hours of meeting: City Council Agendas/Minutes; City Council; 2020-2021;
Full/Minutes/Size; 2021-11-01 pdf)*

THE FOLLOWING NAMED PERSON HAS REQUESTED PERMISSION TO ADDRESS THE CITY COUNCIL ON MONDAY, NOVEMBER 1, 2021 AT 6:30 P.M. THIS MEETING WILL BE CONDUCTED BY ZOOM/TELECONFERENCE. THE FOLLOWING NAMED PERSON MAY DIAL INTO THIS MEETING TO SPEAK BY CALLING THE FOLLOWING CONFERENCE LINE AND THEN ENTERING THE CONFERENCE CODE:

**DIAL-IN NUMBER#: (929) 436-2866**
**MEETING ID#: 381 083 245**

| NAME | SUBJECT |
|---|---|
| James V. Meszoros, Sr. | American Rescue Plan Act COVID-19. |
| NAGE Local R1-200 President | |
| 3510 Main Street | |
| Bridgeport, CT 06606 | |

# CITY COUNCIL MEETING

# PUBLIC SPEAKING FORUM

## MONDAY, NOVEMBER 1, 2021

## 6:30 P.M.

This meeting will be conducted by Zoom/Teleconference.

## CALL TO ORDER

Council Member Brown called the Public Speaking portion of the meeting to order at 6:37 p.m.

## ROLL CALL

The Assistant City Clerk Frances Ortiz called the roll.

130th District: Scott Burns, Matthew McCarthy
131st District: Denese Taylor-Moye, Jorge Cruz
132nd District: Marcus Brown, *M. Evette Brantley*
133rd District: Jeanette Herron, Raymond Collette
134th District: Michelle Lyons, *AmyMarie Vizzo-Paniccia*
135th District: Rosalina Roman-Christy, Mary McBride-Lee
136th District: *Alfredo Castillo, Avelino Silva*
137th District: Maria Valle, *Aidee Nieves*
138th District: *Maria Pereira, Samia Suliman*
139th District: *Eneida Martinez,* Ernest Newton

During the roll call, there appeared to be no response from the individuals whose names are listed in italics.

**THE FOLLOWING NAMED PERSON HAS REQUESTED PERMISSION TO ADDRESS THE CITY COUNCIL ON MONDAY, NOVEMBER 1, 2021 AT 6:30 P.M.**

| NAME | SUBJECT |
|---|---|
| **James V. Meszoros, Sr.**<br>NAGE Local R1-200 President<br>3510 Main Street<br>Bridgeport, CT 06606 | American Rescue Plan Act COVID 19 |

Mr. Meszoros greeted the Council and said that he was the president of the largest union in the City. He stated that he had sent a letter to the Mayor to have a meeting about the fact that the union members had come in to work during the pandemic.

He thanked Council Members Herron, Burns and Newton for their support.

The membership is asking about what the status was of the American Rescue Plan Act and he was publicly asking the Mayor to schedule a sit-down meeting to discuss this. The information is moving very slowly. He said that he hoped to hear from the Mayor through Labor Relations.

## **ADJOURNMENT**

Council President Nieves adjourned the meeting at 6:43 p.m.

Respectfully submitted,


Telesco Secretarial Services

# CITY OF BRIDGEPORT

## CITY COUNCIL MEETING

## MONDAY, NOVEMBER 1, 2021

## 7:00 P.M.

This meeting was conducted by teleconference.

The public was able to listen to this meeting by calling a conference line.

## CALL TO ORDER

Mayor Ganim called the Regular Meeting of the City Council to order at 7:05 p.m. He noted that this was the last meeting for this Council.

## PRAYER

Mayor Ganim asked Council Member Brantley to lead the Council in prayer.

## PLEDGE OF ALLEGIANCE

Mayor Ganim asked Council Member Brown to lead those present in reciting the Pledge of Allegiance.

Council Member Newton requested that the points of personal privilege be saved until the end of the meeting.

## ROLL CALL

The Assistant City Clerk Ortiz called the roll.

130th District:  Scott Burns, Matthew McCarthy
131st District:  Denese Taylor-Moye, Jorge Cruz
132nd District:  Marcus Brown, M. Evette Brantley
133rd District:  Jeanette Herron, Raymond Collette
134th District:  Michelle Lyons, *AmyMarie Vizzo-Paniccia*
135th District:  Rosalina Roman-Christy, Mary McBride-Lee
136th District:  *Alfredo Castillo, Avelino Silva*
137th District:  Maria Valle, *Aidee Nieves*
138th District:  *Maria Pereira*, Samia Suliman
139th District:  Eneida Martinez, Ernest Newton

During the roll call, there appeared to be no response from the individuals whose names are listed in italics. Council Member Vizzo-Paniccia was on medical leave.

<u>MINUTES FOR APPROVAL</u>:

• **September 7, 2021**

**\*\* COUNCIL MEMBER LYONS MOVED THE MINUTES OF SEPTEMBER 7, 2021.**
**\*\* COUNCIL MEMBER ROMAN-CHRISTY SECONDED.**
**\*\* THE MOTION TO APPROVE THE MINUTES OF SEPTEMBER 7, 2021 AS SUBMITTED PASSED UNANIMOUSLY.**

<u>**MATTERS TO BE ACTED UPON (CONSENT CALENDAR)**</u>:

**\*134-20   Public Safety and Transportation Committee Report re: Grant Submission: U.S. Department of Transportation Federal Aviation Administration (FAA) – American Rescue Plan Act Airport Rescue Grant Program (#22375).**

**\*116-20   Economic and Community Development and Environment Committee Report re: Resolution urging State Senators and State Representatives to pass necessary legislation to implement the Transportation and Climate Initiative Program ("TCI-P").**

**\*133-20   Economic and Community Development and Environment Committee Report re: Grant Submission: Connecticut State Library – Historic Documents Preservation Program (#22213).**

**\*129-20   Miscellaneous Matters Committee Report re: Settlement of Pending Litigation with Marcus Stewart, et al.**

**\*130-20   Miscellaneous Matters Committee Report re: Settlement of Pending Litigation with William Gomez-Perez, et al.**

**\*135-20   Miscellaneous Matters Committee Report re: Settlement of Pending Litigation with Marciano Gomez-Salazar.**

**\*126-20   Contracts Committee Report re: Agreement with Interpersonal Frequency regarding the Acquisition of a New City Website.**

Mayor Ganim asked if any Council Member wished to have an item removed from the Consent Calendar. Council Member Pereira requested the following Agenda Items be removed from the Consent Calenda. 129-20, 130-20, 135-20, and 126-20.

**\*\* COUNCIL MEMBER MARTINEZ MOVED TO APPROVE THE FOLLOWING CONSENT AGENDA:**

\*134-20 **Public Safety and Transportation Committee Report re: Grant Submission: U.S. Department of Transportation Federal Aviation Administration (FAA) – American Rescue Plan Act Airport Rescue Grant Program (#22375).**

\*116-20 **Economic and Community Development and Environment Committee Report re: Resolution urging State Senators and State Representatives to pass necessary legislation to implement the Transportation and Climate Initiative Program ("TCI-P").**

\*133-20 **Economic and Community Development and Environment Committee Report re: Grant Submission: Connecticut State Library – Historic Documents Preservation Program (#22213).**

**\*\* COUNCIL MEMBER TAYLOR-MOYE SECONDED**
**\*\* THE MOTION PASSED UNANIMOUSLY.**

**129-20 Miscellaneous Matters Committee Report re: Settlement of Pending Litigation with Marcus Stewart, et al.**

Council Member Burns gave a brief summary of the case.

**\*\* COUNCIL MEMBER BURNS MOVED AGENDA ITEM 129-20 MISCELLANEOUS MATTERS COMMITTEE REPORT RE: SETTLEMENT OF PENDING LITIGATION WITH MARCUS STEWART, ET AL.**
**\*\* COUNCIL MEMBER BRANTLEY SECONDED.**

Council Member Pereira said that she would be voting no on all the items because the items were discussed in Executive Session. She is not a rubber stamp and does not approve anything where she does not have the documentation.

Council Member Newton reminded everyone that previously, all the Council Members had access to Executive Sessions, but due to a certain individual, only the Committee members were now allowed into Executive Session.

Council Member Brantley said that this was unfortunate that there were some that lacked trust in their fellow Council Members and the work that the Committee members have done.

**\*\*THE MOTION TO APPROVE AGENDA ITEM 129-20 MISCELLANEOUS MATTERS COMMITTEE REPORT RE: SETTLEMENT OF PENDING LITIGATION WITH MARCUS STEWART, ET AL. PASSED WITH FIFTEEN (15) IN FAVOR (BURNS, MCCARTHY, CRUZ, TAYLOR-MOYE, BROWN, BRANTLEY, HERRON, COLLETTE, LYONS, MCBRIDE-LEE, ROMAN-CHRISTY, VALLE, SULIMAN, MARTINEZ, AND NEWTON) AND ONE (1) OPPOSED (PEREIRA).**

**130-20** Miscellaneous Matters Committee Report re: Settlement of Pending Litigation with William Gomez-Perez, et al.

**135-20** Miscellaneous Matters Committee Report re: Settlement of Pending Litigation with Marciano Gomez-Salazar.

Council Member Burns suggested that they consider consolidating the two Agenda Items as the cases were related.

**\*\* COUNCIL MEMBER BURNS MOVED TO CONSOLIDATE THE FOLLOWING TWO AGENDA ITEMS AS THE CASES WERE RELATED:**

**130-20 MISCELLANEOUS MATTERS COMMITTEE REPORT RE: SETTLEMENT OF PENDING LITIGATION WITH WILLIAM GOMEZ-PEREZ, ET AL.**

**135-20 MISCELLANEOUS MATTERS COMMITTEE REPORT RE: SETTLEMENT OF PENDING LITIGATION WITH MARCIANO GOMEZ-SALAZAR.**

**\*\* COUNCIL MEMBER CRUZ SECONDED.**

Council Member Pereira said that she would be voting no on all the items because the items were discussed in Executive Session. She is not a rubber stamp and does not have any documentation.

**\*\* THE MOTION TO CONSOLIDATE THE FOLLOWING TWO AGENDA ITEMS AS THE CASES WERE RELATED:**

**130-20 MISCELLANEOUS MATTERS COMMITTEE REPORT RE: SETTLEMENT OF PENDING LITIGATION WITH WILLIAM GOMEZ-PEREZ, ET AL.**

**135-20 MISCELLANEOUS MATTERS COMMITTEE REPORT RE: SETTLEMENT OF PENDING LITIGATION WITH MARCIANO GOMEZ-SALAZAR.**

**PASSED WITH FIFTEEN (15) IN FAVOR (BURNS, MCCARTHY, CRUZ, TAYLOR-MOYE, BROWN, BRANTLEY, HERRON, COLLETTE, LYONS, MCBRIDE-LEE, ROMAN-CHRISTY, VALLE, SULIMAN, MARTINEZ, AND NEWTON) AND ONE (1) OPPOSED (PEREIRA).**

**\*\* COUNCIL MEMBER BURNS MOVED THE FOLLOWING TWO AGENDA ITEMS THAT WERE RELATED:**

130-20    MISCELLANEOUS MATTERS COMMITTEE REPORT RE:
          SETTLEMENT OF PENDING LITIGATION WITH WILLIAM GOMEZ-
          PEREZ, ET AL.
135-20    MISCELLANEOUS MATTERS COMMITTEE REPORT RE:
          SETTLEMENT OF PENDING LITIGATION WITH MARCIANO
          GOMEZ-SALAZAR.

** COUNCIL MEMBER CRUZ SECONDED.

Council Member Pereira said that she would be voting no on all the items because the items were discussed in Executive Session. She is not a rubber stamp and does not approve anything where she does not have the documentation.

** THE MOTION TO APPROVE THE FOLLOWING TWO AGENDA ITEMS AS THE CASES WERE RELATED:

130-20    MISCELLANEOUS MATTERS COMMITTEE REPORT RE:
          SETTLEMENT OF PENDING LITIGATION WITH WILLIAM GOMEZ-
          PEREZ, ET AL.
135-20    MISCELLANEOUS MATTERS COMMITTEE REPORT RE:
          SETTLEMENT OF PENDING LITIGATION WITH MARCIANO
          GOMEZ-SALAZAR.

PASSED WITH FIFTEEN (15) IN FAVOR (BURNS, MCCARTHY, CRUZ, TAYLOR-MOYE, BROWN, BRANTLEY, HERRON, COLLETTE, LYONS, MCBRIDE-LEE, ROMAN-CHRISTY, VALLE, SULIMAN, MARTINEZ, AND NEWTON) AND ONE (1) OPPOSED (PEREIRA).

126-20 Contracts Committee Report re: Agreement with Interpersonal Frequency regarding the Acquisition of a New City Website.

** COUNCIL MEMBER HERRON MOVED AGENDA ITEM 126-20 CONTRACTS COMMITTEE REPORT RE: AGREEMENT WITH INTERPERSONAL FREQUENCY REGARDING THE ACQUISITION OF A NEW CITY WEBSITE.
** COUNCIL MEMBER CRUZ SECONDED.
** THE MOTION PASSED UNANIMOUSLY.

<u>MATTERS TO BE ACTED UPON</u>:

131-20 Miscellaneous Matters Committee Report re: Settlement of Pending Litigation with Jordan Taylor.

**\*\* COUNCIL MEMBER BURNS MOVED TO APPROVE AGENDA ITEM 131-20 MISCELLANEOUS MATTERS COMMITTEE REPORT RE: SETTLEMENT OF PENDING LITIGATION WITH JORDAN TAYLOR.**
**\*\* COUNCIL MEMBER HERRON SECONDED.**

Council Member Pereira said that she would be voting no on this item because the items were discussed in Executive Session. She is not a rubber stamp and does not have any documentation. The Council was approving thousands of dollars on these settlements.

**\*\*THE MOTION TO APPROVE AGENDA ITEM 129-20 MISCELLANEOUS MATTERS COMMITTEE REPORT RE: SETTLEMENT OF PENDING LITIGATION WITH MARCUS STEWART, ET AL. PASSED WITH FOURTEEN (14) IN FAVOR (BURNS, CRUZ, TAYLOR-MOYE, BROWN, BRANTLEY, HERRON, COLLETTE, LYONS, MCBRIDE-LEE, ROMAN-CHRISTY, VALLE, SULIMAN, MARTINEZ, AND NEWTON) AND TWO (2) OPPOSED (MCCARTHY, PEREIRA).**

Council Member Newton asked a moment of personal privilege. He noted that the election was the following day and some of the colleagues will not be returning. He said that he hoped that the former Council Members could stay involved by being placed on Committees and Commissions.

Council Member Taylor-Moye said that it was a pleasure working with the Mayor and she was honored to have that opportunity. She said that the Mayor had done a great deal for Bridgeport.

Mayor Ganim said that it was a privileged to work with Council Member Taylor-Moye and see her work with her constituents. Because of her commitment to public life, the South End is a better place to live, along with the rest of the City. She will be missed. The City still needs her and if she has the time and energy.

Council Member Herron then read Council Member Taylor-Moye's following statement into the record:

# CITY COUNCIL
## BRIDGEPORT

*CO- CHAIR COMMITTEE ON PUBLIC
SAFETY AND TRANSPORTATION*

*COMMITTEE ON MISCELLANEOUS
MATTERS*

*LIAISON TO HOUSING AUTHORITY*

*PAST PRESIDENT PRO TEMPORE*

*COUNCILWOMAN DENESE TAYLOR-MOYE*
*131ST CITY COUNCIL DISTRICT*

November 1, 2021

To the Honorable City Council President and Council Members:

It's an honor to have served my fellow neighbors in the 131st Council District and the City of Bridgeport. I have never hesitated to speak up when it's the right thing to do, even if others don't think so. I am proud to have worked with my fellow City Council Members to bring people together and focus on building relationships to create a cohesive and healthy community and to provide a sense of place for our residents where affordable housing, clean and safe neighborhoods, and economic development thrive in Bridgeport.

I want to thank my fellow City Council Members (present and past) and city staff for your collegiality and your civility — it has made doing a difficult job a lot easier and a lot more pleasant. We all share a common bond which is that we love our community and only want the best for it. I ask you to remember all are equal here, no one is more special than anyone else, please work together for the good of the community. In closing I wish each of you the very best. May you and your families be safe and blessed in the future.

Thank you,

*Denese Taylor-Moye*

Denese Taylor-Moye
Councilwoman
131st Council District

Council Member Lyons thanked Council Member Taylor-Moye for all her help over the years, particularly during their trips to Washington, D. C. and her support for public housing. She fought hard for the residents of Bridgeport. Council Member Lyons said that she hopes Council Member Taylor-Moye would continue to work on the public housing and added that Council Member Taylor-Moye was a good friend to Council Member Lyons

Council Member Brantley said that Council Member Taylor-Moye was going to be sorely missed and she hoped that Council Member Taylor-Moye would continue the fight for public housing. Council Member Taylor-Moye's ear is to the ground and Council Member Brantley said that Council Member Taylor-Moye would continue to work for the City. She's been a strong advocate for the children, also.

Council Member Burns said he wanted to acknowledge that Council Member Taylor-Moye was a mentor and asset to him when he joined the Council.

Council Member Herron said that it was an honor to have known Council Member Taylor-Moye. She was a mentor to everyone and will be missed a great deal.

Council Member McBride-Lee said that she had a relationship before Council Member Taylor-Moye was elected to the Council. Council Member Taylor-Moye will be missed. She thanked Council Member Taylor-Moye for all her help. Time after time, Council Member Taylor-Moye was a help to Council Member McBride-Lee. She has worked hard to help the community. She was there when they needed help with the housing. Council Member McBride-Lee thanked Council Member Taylor-Moye for that and over the years. Council Member McBride-Lee said that she was sure Council Member Taylor-Moye would continue to work with the community, and Council Member McBride-Lee was looking forward to continuing to work with her.

Council Member Cruz said that he had worked with Council Member Taylor-Moye as co-representative for the South End. He always admired her fighting spirit and felt that she would continue to work for the community. There were times when Council Member Taylor-Moye had to help Council Member Cruz calm down and learn the ropes. He said that he had learned a lot on the Council. May God bless her as she continues in her life because she is a very special woman.

Council Member Newton recognized that the Council Member from the 138th and said he hoped that she would continue to be an asset to the City. He said that he hoped the Mayor would find areas for them to both work for the City in other roles.

Mayor Ganim thanked Council Member Suliman for her work.

Council President Nieves apologized for being late and said that she wanted to acknowledge the work that Council Member Taylor-Moye and Council Member Martinez had done over the years. As they transition on to the next events, she said that she was only saying farewell for now. Council Member Taylor-Moye was a sounding board and a rock during the difficult times. Council Member Martinez helped Council President Nieves contain her temper and work with the WPCA. She thanked them for their service.

Council President Nieves thanked Council Member Collette for his time on the Council and said that she felt that he would be back in the future to serve in another capacity.

Council Member Taylor-Moye said that she appreciated all the comments that everyone made. She said that she had fought for people. She thanked everyone.

Council Member Martinez said that she wasn't going to make a comment because Council Member Taylor-Moye was family. She applauded her for her commitment and the level of love that she has for the City. She won't be leaving the children, either. They will always be in contact.

Council Member Martinez said that she would be on the ballot tomorrow and asked for prayers. She congratulated the newcomers who would be taking the vacant seats on the Council.

Council Member Roman-Christy thanked Council Member Suliman for all the time that she had committed to her District.

## **ADJOURNMENT**

** **COUNCIL MEMBER NEWTON MOVED TO ADJOURN.**
** **COUNCIL MEMBER ROMAN-CHRISTY SECONDED.**
** **THE MOTION PASSED UNANIMOUSLY**.

The meeting adjourned at 7:43 p.m.

Respectfully submitted,

Telesco Secretarial Services

Item# *134-20 Consent Calendar

Grant Submission: re U.S. Department of Transportation Federal Aviation Administration (FAA) – American Rescue Plan Act Airport Rescue Grant Program. (22375)

Report
of
Committee
on

𝕻𝖚𝖇𝖑𝖎𝖈 𝕾𝖆𝖋𝖊𝖙𝖞 𝖆𝖓𝖉 𝕿𝖗𝖆𝖓𝖘𝖕𝖔𝖗𝖙𝖆𝖙𝖎𝖔𝖓

City Council Meeting Date: November 1, 2021

Attest:

_Lydia N. Martinez, City Clerk_

Approved by:

_Joseph P. Ganim, Mayor_

Date Signed: _____

*To the City Council of the City of Bridgeport:*

The Committee on **Public Safety and Transportation** begs leave to report; and recommends for adoption the following resolution:

**Item No.** *134-20 Consent Calendar

**A Resolution by the Bridgeport City Council**
**Regarding the**
**U.S. Department of Transportation Federal Aviation Administration (FAA) –**
**American Rescue Plan Act Airport Rescue Grant Program (#22375)**

WHEREAS, the **U.S. Department of Transportation Federal Aviation Administration** is authorized to extend financial assistance to municipalities in the form of grants; and

WHEREAS, this funding has been made possible through the **American Rescue Plan Act Airport Rescue Grant Program;** and

WHEREAS, the funds are allocated to assist airport sponsors in responding to the COVID-19 public health emergency and corresponding economic downturn; and

WHEREAS, it is desirable and in the public interest that the City of Bridgeport submit an application to the **U.S. Department of Transportation Federal Aviation Administration (FAA) – American Rescue Plan Act Airport Rescue Grant Program** to provide the airport with the resources necessary to respond to the pandemic.

**NOW THEREFORE, BE IT HEREBY RESOLVED BY THE CITY COUNCIL:**

1. That it is cognizant of the City's grant application to and contract with the **U.S. Department of Transportation Federal Aviation Administration** for the purpose of the **American Rescue Plan Act Airport Rescue Grant Program.**

2. That it hereby authorizes, directs and empowers the Mayor or his designee, the Director of Central Grants, to accept any funds that result from the City's application to the **U.S. Department of Transportation Federal Aviation Administration** and to provide such additional information and execute such other contracts, amendments, and documents as may be necessary to administer this program.

# City of Bridgeport, Connecticut
## Office of the City Clerk

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RESPECTFULLY SUBMITTED,
THE COMMITTEE ON
**PUBLIC SAFETY AND TRANSPORTATION**

| | |
|---|---|
| Maria I. Valle, D-137th, **Co-Chair** | Denese Taylor-Moye, D-131st, **Co-Chair** |
| Jeanette Herron, D-133rd | Michelle A. Lyons, D-134th |
| Eneida Martinez, D-139th | Maria Pereira, D-138th |

AmyMarie Vizzo-Paniccia, D-134th

**City Council Date:** November 1, 2021

Item# *116-20 Consent Calendar

Resolution urging State Senators and State Representatives to pass necessary legislation to implement Transportation and Climate Initiative Program (TCI-P).

**Report**

**of**

**Committee**

**On**

**CED and Environment**

City Council Meeting Date: **November 1, 2021**

Attest:

*Lydia N. Martinez*

*Lydia N. Martinez, City Clerk*

Approved by:

*Joseph P. Ganin, Mayor*

Date Signed:

*To the City Council of the City of Bridgeport:*

The Committee on **Economic and Community Development and Environment** begs leave to report; and recommends for adoption the following resolution:

**Item No.** **\*116-20 Consent Calendar**

## RESOLUTION

**WHEREAS,** as members of the council of the city of Bridgeport, it is our solemn duty to protect the public health and economic prosperity of our constituents; and

**WHEREAS,** in 2019, the American Lung Association ranked Connecticut as the 10th worst state for smog (ozone pollution); and

**WHEREAS,** pollutants from transportation are known to exacerbate respiratory problems such as asthma and chronic obstructive lung disease; increase the risks from other health conditions, including cancer, heart disease, premature death; and significantly increase human and financial healthcare costs; and

**WHEREAS,** Connecticut residents spend $100 million per year on asthma care alone; and

**WHEREAS,** the city of Bridgeport ranks as number 29 in the United States as the worst cities for asthma rates, and implementation of TCI would avoid over 300 deaths per year, and prevent thousands of children from having asthma-related problems; and

**WHEREAS,** there are 188/10,000 residents of Bridgeport who visit the emergency room due to asthma on an annual basis; and

**WHEREAS,** the Department of Economic Community Development (DECD) ranks Bridgeport the most 7th most distressed community in the state, according to environmental justice standards; and

**WHEREAS,** children, people of color, the elderly, residents with pre-existing conditions, and those living in areas overburdened by pollution are especially vulnerable to the health risks of transportation pollution; and

**WHEREAS,** the city is in need of investments that include expanding access to reliable and convenient public transportation, increasing electric vehicle infrastructure, and expanding opportunities for active transportation such as biking and walking; and

**Report of Committee on <u>ECD and Environment</u>**
**Item No. *116-20 Consent Calendar**

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WHEREAS, we must act to improve our city's public health while investing in clean infrastructure that will benefit all the people we represent; and

WHEREAS, in December of 2020 Governor Lamont signed a Memorandum of Understanding with Massachusetts, Rhode Island and the District of Columbia to commit the State of Connecticut to establish a program to be known as the Transportation and Climate Initiative Program ("TCI-P"), a program that would cap greenhouse gas pollution from motor vehicles through a market-based allowance program, the proceeds of which would be used to invest in clean transportation projects and related programs; and

WHEREAS, in the 2021 regular session, the Connecticut General Assembly introduced, but did not pass, legislation to give the State the authority to implement TCI-P; and

WHEREAS, TCI-P would make critical investments to create an affordable clean transportation system through initiatives like bus electrification, accessible electric vehicle charging infrastructure, and improved public transit, leading to better air quality for our community; and

WHEREAS, it is estimated that TCI-P would raise $1 billion over ten years for the State's Special Transportation Fund to be spent on Connecticut's state and municipal transportation and infrastructure systems; and

WHEREAS, TCI would emphasize environmental justice by prioritizing investments in communities that are overburdened by air pollution by requiring at least 50%, or half a billion dollars, of the TCI-P investments be made in such communities, including Bridgeport; and

WHEREAS, An Equity and Environmental Justice Advisory Board – including residents of communities overburdened by air pollution and underserved by transportation systems – would provide oversight to guide these prioritized investments; and

WHEREAS, TCI's investments can improve economic and quality of life standards through lower accident rates, lower vehicle operating expenses, and diminished road maintenance expenditures.

**NOW, THEREFORE, BE IT RESOLVED,** that the Bridgeport City Council urges our State Senators and State Representatives who serve the city of Bridgeport on behalf of our communities to pass the necessary legislation to implement TCI-P in Connecticut to reinvigorate our economy and improve our city's public health.

**Report of Committee on ECD and Environment**
**Item No. *116-20 Consent Calendar**

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**RESPECTFULLY SUBMITTED,**
**THE COMMITTEE ON**
**ECONOMIC AND COMMUNITY DEVELOPMENT AND ENVIRONMENT**

| | |
|---|---|
| M. Evette Brantley, **Co-Chair** | Maria I. Valle, **Co-Chair** |
| Eneida L. Martinez | Mary A. McBride-Lee |
| Rosalina Roman-Christy | Jeanette Herron |

Scott Burns

**City Council Date: November 1, 2021**

Item # *133-20 Consent Calendar

Grant Submission: re CT State Library – Historic
Documents Preservation Program. (22213)

Report
of
Committee
On

ECD and Environment

City Council Meeting Date: November 1, 2021

Attest:

_Lydia N. Martines_

Lydia N. Martinez, City Clerk

Approved by: _____

Joseph P. Ganim, Mayor

Date Signed: _____

*To the City Council of the City of Bridgeport:*

The Committee on **Economic and Community Development and Environment** begs leave to report; and recommends for adoption the following resolution:

**Item No.** *133-20 Consent Calendar

**A Resolution by the Bridgeport City Council**
**Regarding the**
**CT State Library – Historic Documents Preservation Program (#22213)**

**WHEREAS**, the **Department of Justice** is authorized to extend financial assistance to municipalities in the form of grants; and

**WHEREAS**, this funding has been made possible through the **CT State Library – Historic Documents Preservation Program**; and

**WHEREAS**, funds under this grant will be used to scan, digitize, index, and upload land records from Volumes 1526-1711, covering the dates of October 30th, 1974 through December 29th; and

**WHEREAS**, this work will be conducted by an outside vendor specializing in the digitization of historic documents; and

**WHEREAS**, it is desirable and in the public interest that the City of Bridgeport submits an application to the **CT State Library – Historic Documents Preservation Program** to digitally archive these City documents and to make them more readily accessible going forward.

**NOW THEREFORE, BE IT HEREBY RESOLVED BY THE CITY COUNCIL:**

1. That it is cognizant of the City's grant application to and contract with the **CT State Library** for the purpose of its **Historic Documents Preservation Program**.

2. That it hereby authorizes, directs, and empowers the Mayor or his designee, the Director of Central Grants, to accept any funds that result from the City's application to the **CT State Library – Historic Documents Preservation Program** and to provide such additional information and to execute such other contracts, amendments, and documents as may be necessary to administer this program.

Report of Committee on <u>ECD and Environment</u>
Item No. *133-20 Consent Calendar

-2-

**RESPECTFULLY SUBMITTED,**
**THE COMMITTEE ON**
**ECONOMIC AND COMMUNITY DEVELOPMENT AND ENVIRONMENT**

| | |
|---|---|
| M. Evette Brantley, **Co-Chair** | Maria I. Valle, **Co-Chair** |
| Eneida L. Martinez | Mary A. McBride-Lee |
| Rosalina Roman-Christy | Jeanette Herron |

Scott Burns

**City Council Date: November 1, 2021**

Item# *129-20 Consent Calendar

Settlement of Pending Litigation with Marcus Stewart, et al.

# Report
## of
## Committee
## on

# Miscellaneous Matters

**City Council Meeting Date: November 1, 2021**

**Attest:**

_Lydia N. Martinez_

_Lydia N. Martinez, City Clerk_

**Approved by:** _____

_Joseph P. Ganim, Mayor_

**Date Signed:** _____

*To the City Council of the City of Bridgeport:*

The Committee on **Miscellaneous Matters** begs leave to report; and recommends for adoption the following resolution:

**Item No. \*129-20 Consent Calendar**

**WHEREAS,** a lawsuit in the following name was filed against the City of Bridgeport and/or its employees and investigation disclosed the likelihood on the part of the City for which, in the event of suit and trial, the City might be held liable, and

**WHEREAS,** negotiations with the Plaintiff's attorney has made it possible to settle this suit for the figure set forth below, and the City Attorney, therefore, recommends the following settlement be accepted, Now, Therefore be it

**RESOLVED,** That the Comptroller be, and hereby is authorized, empowered and directed to draw his order on the City Treasurer payable as follows:

| **Name** | **Nature of Claim** | **Plaintiff's Attorney** | **Settlement** |
|---|---|---|---|
| Marcus Stewart et al | Excessive Force | Attorney Robert Berke<br>640 Clinton Avenue<br>Bridgeport, CT 06605 | $55,000.00 |

**BE IT FURTHER RESOLVED,** that the amount set forth as above are paid to the Plaintiff's attorney in full payment, settlement, release and discharge of all rights and cause of action described in the suit instituted by the above mentioned Plaintiff against the City and known as docket numbers in the courts set forth; provided, however, that the City's draft shall not be delivered to the Plaintiff's attorneys until the City Attorney has been furnished with a full release and discharge in writing in each case, approved by the City Attorney or Deputy City Attorney.

**Report of Committee on <u>Miscellaneous Matters</u>**
**Item No.  *129-20 Consent Calendar**

-2-

RESPECTFULLY SUBMITTED,
THE COMMITTEE ON
**MISCELLANEOUS MATTERS**

_____          _____
AmyMarie Vizzo-Paniccia, D-134<sup>th</sup>, *Co-Chair*          Scott Burns, D-130<sup>th</sup>, *Co-chair*


_____          _____
Raymond A. Collette, D-133rd          M. Evette Brantley, D-132nd


_____          _____
Matthew McCarthy, D-130th          Denese Taylor-Moye, D-131st


_____
Samia S. Suliman, D-138th

*Council Date:* *November 1, 2021*

Please Note: Mayor Did Not Sign Report

Item# *130-20 Consent Calendar

Settlement of Pending Litigation with William Gomez-Perez, et al.

Report
of
Committee
on

Miscellaneous Matters

City Council Meeting Date: November 1, 2021

Attest: _Lydia N. Martinez_

Lydia N. Martinez, City Clerk

Approved by: _____

Joseph P. Ganim, Mayor

Date Signed: _____

*To the City Council of the City of Bridgeport:*

The Committee on **Miscellaneous Matters** begs leave to report; and recommends for adoption the following resolution:

## Item No. *130-20 Consent Calendar

**WHEREAS,** a lawsuit in the following name was filed against the City of Bridgeport and/or its employees and investigation disclosed the likelihood on the part of the City for which, in the event of suit and trial, the City might be held liable, and

**WHEREAS,** negotiations with the Plaintiff's attorney has made it possible to settle this suit for the figure set forth below, and the City Attorney, therefore, recommends the following settlement be accepted, Now, Therefore be it

**RESOLVED,** That the Comptroller be, and hereby is authorized, empowered and directed to draw his order on the City Treasurer payable as follows:

| Name | Nature of Claim | Plaintiff's Attorney | Settlement |
|---|---|---|---|
| William Gomez-Perez, et al | MV Accident | Mills Law Firm, LLC Atty Harrison Robbins-Pesce One Whitney Avenue Suite 201 New Haven, CT 06510 | $44,500.00 |

**BE IT FURTHER RESOLVED,** that the amount set forth as above are paid to the Plaintiff's attorney in full payment, settlement, release and discharge of all rights and cause of action described in the suit instituted by the above mentioned Plaintiff against the City and known as docket numbers in the courts set forth; provided, however, that the City's draft shall not be delivered to the Plaintiff's attorneys until the City Attorney has been furnished with a full release and discharge in writing in each case, approved by the City Attorney or Deputy City Attorney.

# City of Bridgeport, Connecticut
## Office of the City Clerk

-2-

RESPECTFULLY SUBMITTED,
THE COMMITTEE ON
**MISCELLANEOUS MATTERS**

| | |
|---|---|
| AmyMarie Vizzo-Paniccia, D-134<sup>th</sup>, *Co-Chair* | Scott Burns, D-130<sup>th</sup>, *Co-chair* |

AmyMarie Vizzo-Paniccia, D-134th, *Co-Chair*　　　Scott Burns, D-130th, *Co-chair*

Raymond A. Collette, D-133rd　　　M. Evette Brantley, D-132nd

Matthew McCarthy, D-130th　　　Denese Taylor-Moye, D-131st

Samia S. Suliman, D-138th

*Council Date*: *November 1, 2021*

Item# *135-20 Consent Calendar

Settlement of Pending Litigation with Marciano Gomez-Salazar.

# Report
## of
## Committee
### on

# Miscellaneous Matters

**City Council Meeting Date: November 1, 2021**

Attest: _____

*Lydia N. Martinez, City Clerk*

Approved by: _____

*Joseph P. Ganim, Mayor*

Date Signed: _____

Please Note: Mayor Did Not Sign Report

*To the City Council of the City of Bridgeport:*

The Committee on **Miscellaneous Matters** begs leave to report; and recommends for adoption the following resolution:

### Item No. *135-20 Consent Calendar

**WHEREAS,** a lawsuit in the following name was filed against the City of Bridgeport and/or its employees and investigation disclosed the likelihood on the part of the City for which, in the event of suit and trial, the City might be held liable, and

**WHEREAS,** negotiations with the Plaintiff's attorney has made it possible to settle this suit for the figure set forth below, and the City Attorney, therefore, recommends the following settlement be accepted, Now, Therefore be it

**RESOLVED,** That the Comptroller be, and hereby is authorized, empowered and directed to draw his order on the City Treasurer payable as follows:

| Name | Nature of Claim | Plaintiff's Attorney | Settlement |
|------|-----------------|----------------------|------------|
| Marciano Gomez-Salazar | Personal Injury | Harrison Robbins-Pesce, Esq. Mills Law Firm, LLC One Whitney Ave., Ste 201 New Haven, CT 06510 | $13,500.00 |

**BE IT FURTHER RESOLVED,** that the amount set forth as above are paid to the Plaintiff's attorney in full payment, settlement, release and discharge of all rights and cause of action described in the suit instituted by the above mentioned Plaintiff against the City and known as docket numbers in the courts set forth; provided, however, that the City's draft shall not be delivered to the Plaintiff's attorneys until the City Attorney has been furnished with a full release and discharge in writing in each case, approved by the City Attorney or Deputy City Attorney.

**Report of Committee on <u>Miscellaneous Matters</u>**
**Item No. *135-20 Consent Calendar**

-2-

RESPECTFULLY SUBMITTED,
THE COMMITTEE ON
**MISCELLANEOUS MATTERS**

| | |
|---|---|
| AmyMarie Vizzo-Paniccia, D-134th, *Co-Chair* | Scott Burns, D-130th, *Co-chair* |
| Raymond A. Collette, D-133rd | M. Evette Brantley, D-132nd |
| Matthew McCarthy, D-130th | Denese Taylor-Moye, D-131st |

Samia S. Suliman, D-138th

***Council Date:*** *November 1, 2021*

Item # *126-20 Consent Calendar

Agreement with Interpersonal Frequency regarding the
Acquisition of a New City Website.

# Report
## of
## Committee
## on
## Contracts

City Council Meeting Date: **November 1, 2021**

Attest:

*Lydia N. Martinez*

*Lydia N. Martinez, City Clerk*

Approved by: _____

*Joseph P. Ganim, Mayor*

Date Signed: _____

Please Note: Mayor did not sign Report.

*To the City Council of the City of Bridgeport:*

The Committee on Contracts begs leave to report; and recommends for adoption the following resolution:

Item No. *126-20 Consent Calendar

**A Resolution by the Bridgeport City Council**

**Regarding the**

**ACQUISITION OF A NEW CITY WEBSITE**

**WHEREAS,** the City of Bridgeport through the Office of Communications in the Mayor's Office is seeking to acquire a new City website; and

**WHEREAS,** the City advertised a Request for Qualifications ("RFQ") on February 25, 2021 and February 26, 2021 on BidSync.com and LinkedIn, respectively, for the purpose of procuring a vendor to provide website design and development services to create a unique website for the City; and

**WHEREAS,** Interpersonal Frequency ("IF" or "Consultant") submitted its Proposal on March 23, 2021 and, based upon its qualifications and the statements and representations made in its Proposal, IF was selected by the assigned selection panel; and

**WHEREAS,** the Board of Public Purchases reviewed the solicitation and selection process at its meeting on June 9, 2021; and approved the selection of IF; and

**WHEREAS,** the City is utilizing funds from the operating budgets of both the Mayor's Office and Information Technology Services ("ITS") to contract with IF; and

**WHEREAS,** the website development and maintenance will be governed by a Contract on IF's forms, which have been negotiated to include terms favorable to, and protective of, the City, and consists of three fundamental agreements: (1) the Master Services Agreement, (2) the Statement of Work (SOW) and (3) the Software-as-a-Service Agreement (SaaS) (Collectively referred to herein as "the Contract").

Report of Committee on **Contracts**
Item No. *126-20 Consent Calendar

-2-

### NOW THEREFORE, BE IT HEREBY RESOLVED BY THE CITY COUNCIL:

1. That it hereby authorizes the City to obtain a new website from Interpersonal Frequency, and

2. That the City is hereby authorized and empowered to enter into the Contract attached hereto and made a part hereof; and in furtherance thereof the **Mayor**, or his designees, the **Director of Communications or the Director of ITS**, are expressly authorized and empowered to execute the Contract, an such other documentation as reasonably necessary to facilitate the development, hosting and maintenance of a new City website with IF.

### RESPECTFULLY SUBMITTED,
### THE COMMITTEE ON
### CONTRACTS

_____
*Jeanette Herron, D-133rd, **Co-chair***

_____
*Matthew McCarthy, D-130th, **Co-chair***

_____
*Jorge Cruz, Sr., D-131st*

_____
*Rosalina Roman-Christy, D-135th*

_____
*Avelino D. Silva, D-136th*

_____
*Samia S. Suliman, D-138th*

_____
*Ernest E. Newton II, D-139th*

***City Council Date:*** *November 1, 2021*

# f

interpersonal frequency

## INTERPERSONAL FREQUENCY LLC
## MASTER SERVICES AGREEMENT

This Master Services Agreement ("Agreement," "Contract," or "MSA") is made as of _____ ("Effective Date") by and between Interpersonal Frequency LLC, a Limited Liability Company, with its mailing address at P.O. Box 51 McLean Virginia 22101 ("Interpersonal Frequency" or "I.F.") and City of Bridgeport, CT, having its principal office at 999 Broad Street, 2nd Floor Bridgeport, CT 06604 ("City," "BPCT," or "Client").

## 1. SERVICES

Interpersonal Frequency shall provide professional services ("Services") to Client as specified in a Statement of Work ("SOW") executed by the parties referencing this Agreement. In the event of a conflict between this Agreement and a Statement of Work, the terms of this Agreement shall prevail. Any change in the scope of Services as set forth in a Statement of Work shall be agreed upon in writing by the parties. Interpersonal Frequency shall have no obligation to perform services in connection with any such change until the parties have agreed upon the effect of such change on Interpersonal Frequency's fees and/or schedule of performance.

## 2. FEES, INVOICES AND PAYMENT

2.1. Client shall compensate Interpersonal Frequency for the Services in accordance with the Statement of Work. On the Effective Date of each Statement of Work, Interpersonal Frequency shall invoice Client for the installment amount specified therein. Interpersonal Frequency shall have no obligation to commence the Services until the appropriate installment amount is paid or a purchase order obligating funds to pay for Services is received. Thereafter, Interpersonal Frequency shall invoice Client for Services and expenses in accordance with the payment schedule set forth in the Statement of Work. Client shall pay such invoices within forty-five (45) days after delivery thereof. Any amount remaining unpaid after sixty (60) days after an invoice shall accrue interest at a rate equal to the lesser of: (a) one and one-half percent (1.5%) per month; or (b) the highest rate allowed by law. Invoices submitted by Interpersonal Frequency to Client are deemed accepted and approved unless disputed by Client within 10 (ten) business days of Client's receipt of the invoice. In the event Client disputes a portion of an invoice, Client agrees to fully pay the undisputed portion and Interpersonal Frequency's acceptance of such partial payment shall not waive any of its rights as to the remaining balances nor in any way constitute an accord and satisfaction.

2.2. Interpersonal Frequency shall be reimbursed for the actual out-of-pocket expenses of its personnel and other expenses incurred in performance of the Services as defined in the Statement of Work. Interpersonal Frequency personnel traveling out-of-town shall be reimbursed for coach class airfare, auto rental, lodging and reasonable actual meal expenses. Interpersonal Frequency personnel shall be reimbursed for mileage to the Client's location in excess of the commute to the personnel's local office. Interpersonal Frequency shall also be reimbursed for long distance phone charges and any research reports it purchased on behalf of the client.

2.3. Client shall pay any and all applicable federal, state and local sales, use, value added, excise, duty and any other taxes of any nature (except any tax based on Interpersonal Frequency's net income) assessed on the Services and/or work product and/or deliverables produced under any Statement of Work (collectively "Deliverables"). Client has tax-exempt status and will provide proof thereof.

## 3. OWNERSHIP

Interpersonal Frequency and its licensors, as applicable, shall own all right, title and interest in and to the following (collectively "Interpersonal Frequency Materials"): (a) (i) all original components of the Deliverables created or developed by or on behalf of Interpersonal Frequency pursuant to its performance of the Services; (ii) all pre-existing works, inventions, technology, data, information and other material incorporated or used in connection with the Deliverables, or otherwise owned, used or possessed by Interpersonal Frequency prior to the Effective Date; and (iii) all inventions, discoveries, ideas, concepts, know-how, and techniques and other work product developed or created by or on behalf of Interpersonal Frequency pursuant to its performance of the Services; and (b) all derivatives, improvements, enhancements or extensions of the forgoing. Upon payment of all fees due for the Services, Interpersonal Frequency will grant to Client a non-exclusive, non-transferable, indefinite, worldwide, royalty-free and paid-up license to use the Interpersonal Frequency Materials as incorporated in the Deliverables for Client's internal business purposes, subject to any third-party licenses or copyrights, provided that Client will have no right to use such Interpersonal Frequency Materials apart from the Deliverables or in any other manner.

## 4. WARRANTIES

4.1. Interpersonal Frequency warrants to Client for a period of thirty (30) days from the completion of the Services that the Services shall be performed in a professional and workmanlike manner in accordance with applicable commercial standards.

Interpersonal Frequency further represents and warrants, as of the date hereof and throughout the Term, as follows:

(a) That it has the requisite experience to undertake and complete the Services pursuant to the requirements of this Agreement and has in its employ or will hire qualified and trained personnel to perform the Services required.

(b) That it can commence the Services promptly within five (5) days of the mutually agreed upon start date and will complete the Services in a timely manner, in accordance with the Implementation Plan.

(c) That it is financially stable and has adequate resources and personnel to commence and complete the Services required in a timely fashion.

(d) That the Work Product, including the Website and all Deliverables (excluding the City Materials), as delivered by Consultant: (i) will not infringe, misappropriate, or otherwise violate any Intellectual Property Rights or other rights of any third party; and (ii) will comply with all applicable Laws;

(e) That, in performing the Services hereunder, Consultant will comply with all applicable laws and regulations;

(f) when delivered, the Website and all Deliverables will not contain any virus, trojan horse, worm, backdoor, malware, or other software the effect of which is to permit unauthorized access or to disable, erase, corrupt, or otherwise harm any computer, systems, or software, or any time bomb, drop

dead device, or other software designed to disable a computer program automatically, or otherwise deprive the City of its lawful right to use the Website and Deliverable; and

(g) That neither it, nor any of its officers, directors, owners, employees or permitted subcontractors, have committed a criminal violation of or are under indictment of a federal or state law arising directly or indirectly from its business operations or reflects on its business integrity or honesty that resulted or may result in the imposition of a monetary fine, injunction, criminal conviction or other penal sanction, and further represents that the Consultant, its officers, directors, owners, employees, agents and subcontractors shall comply with the requirements of all laws, rules and regulations applicable to the conduct of its business or the performance of the Services under this Agreement.

(h) That it will perform the Services in a good and workmanlike manner and will diligently pursue the completion of same in accordance with the terms of this Agreement.

(i) That it possesses all licenses and permits that may be required to perform the Services required by this Agreement.

(j) That the performance of the Services will not infringe upon or misappropriate any United States copyright, trademark, patent, or the trade secrets or other proprietary material of any third persons. Upon being notified of such a claim, the Consultant shall (i) defend through litigation or obtain through negotiation the right of the City to continue using the Services of the Consultant; (ii) rework the Services to be rendered so as to make them non-infringing while preserving the original functionality, or (iii) replace the Services with the functional equivalent. If the City determines that none of the foregoing alternatives provide an adequate remedy, the City may terminate all or any part of this Agreement and, in addition to other relief, recover the amounts previously paid to the Consultant hereunder.

(k) all design shall be subject to the City's review and approval.

(l) all development and Deliverables shall be subject to a testing and acceptance procedure.

(m) all documentation shall include information that is reasonably necessary to enable the City's personnel to install, operate, use, maintain and update the Deliverable and shall be provided in electronic form, in such formats and media as are set for in the SOW.

(n) That it will not, without the prior written consent of the City, engage any person that is not an employee of IF to perform service or provide Deliverables hereunder.

(o) Consultant shall maintain a project manager to serve as the primary point of contact for day-to-day communications, consultation, and decision-making regarding the Website and services provided hereunder. The initial project manager is: Brad Eldridge-Smith. IF shall schedule and conduct weekly progress meetings, unless paused by the City, to discuss progress of the work. Consultant shall use best efforts to maintain the same project manager throughout the Term. If the project manager ceases to be employed by Consultant, Consultant shall promptly name a new project manager.

4.2. The foregoing warranty shall only apply provided that: (a) any software or other materials developed by Interpersonal Frequency have not been modified, unless authorized by Interpersonal Frequency in writing; (b) there has been no change in the computer equipment on which Interpersonal Frequency installed any software, unless authorized by Interpersonal Frequency in writing; (c) the computer equipment on which any software was installed has sufficient capacity, is in good operating order, and is installed in a suitable operating environment; (d) the nonconformity was not caused by Client or its agents or any third party; (e) Client promptly notifies Interpersonal Frequency of the nonconformity after discovery; and (f) all fees due to Interpersonal Frequency have been paid.

4.3. Client shall be responsible for the use of any Deliverables to achieve Client's intended results. Should any of the Services not comply with the foregoing warranty, Client shall promptly inform Interpersonal Frequency of the deficiency and Interpersonal Frequency shall use commercially reasonable efforts to

**f**

cause the Services to comply with the applicable warranty.

4.4. THE FOREGOING WARRANTY IS INTERPERSONAL FREQUENCY'S ONLY WARRANTY CONCERNING THE SERVICES AND ANY DELIVERABLES, AND ARE MADE FOR THE BENEFIT OF CLIENT ONLY AND ARE IN LIEU OF ALL OTHER WARRANTIES AND REPRESENTATIONS, EXPRESS OR IMPLIED, INCLUDING, BUT NOT LIMITED TO, ANY IMPLIED WARRANTIES OF MERCHANTABILITY AND FITNESS FOR A PARTICULAR PURPOSE OR OTHERWISE.

4.5. Client represents, warrants and covenants to Interpersonal Frequency that: (a) Client owns all right, title and interest in and to, or has full and sufficient authority to use, all materials, information or data furnished by Client ("Client Materials"); (b) Client will secure and comply with the terms and conditions of any licensing agreements which govern the use of any Client Materials owned by third parties; (c) the Client Materials do not infringe the patent, copyright, trademark or other intellectual property rights of any party, or constitute libel, slander, defamation, invasion of privacy, or violation of any right of publicity or any other third party rights; (d) Client has or will secure all necessary consents, permissions, clearances, authorizations and waivers for the use of Client Materials; and (e) Client has complied and will comply with all legislation, rules and regulations regarding the use of Client Materials.

## 5. PERSONNEL

5.1 During any period in which Services are being performed, and for a period of one (1) year thereafter, Client shall not, directly or indirectly, solicit the employment of, employ, or contract with, any Interpersonal Frequency's current employees or independent contractors. Client shall promptly notify Interpersonal Frequency of any communications with any Interpersonal Frequency employees or independent contractors seeking employment. If Client breaches this Section 5.1, Client shall pay as liquidated damages, and not as a penalty, the sum of $125,000 per breach. If Interpersonal Frequency waives its right to such liquidated damages, Client shall reimburse Interpersonal Frequency mutually agreed upon costs of external recruitment, training and lost revenues.

5.2 During any period in which Services are being performed, and for a period of one (1) year thereafter, Client shall not, directly or indirectly, induce or attempt to induce any customer, supplier, licensee, licensor or other business relation of Interpersonal Frequency to cease doing, or reduce the amount of, business with Interpersonal Frequency, or in any way interfere with the relationship between any such customer, supplier, licensee, licensor or other business relation and Interpersonal Frequency. If Client breaches this Section 5.2, Client shall pay as liquidated damages, and not as a penalty, the sum of $125,000 per breach.

## 6. LIMITATION OF LIABILITY

THE MAXIMUM LIABILITY OF INTERPERSONAL FREQUENCY, ITS DIRECTORS AND OFFICERS TO CLIENT FOR DAMAGES FOR ANY AND ALL CAUSES WHATSOEVER, AND CLIENT'S MAXIMUM REMEDY, REGARDLESS OF THE FORM OF ACTION, WHETHER IN CONTRACT, TORT OR OTHERWISE, SHALL BE LIMITED TO AN AMOUNT EQUAL TO THE TOTAL FEES PAID BY CLIENT TO INTERPERSONAL FREQUENCY UNDER THIS AGREEMENT DURING THE PRECEDING TWELVE (12) MONTH PERIOD FOR THE PORTION OF THE SERVICES GIVING RISE TO ANY CLAIM. IN NO EVENT SHALL INTERPERSONAL FREQUENCY, ITS DIRECTORS, OFFICERS, EMPLOYEES, CONTRACTORS OR AFFILIATES BE LIABLE FOR ANY LOST DATA OR CONTENT, LOST PROFITS, BUSINESS INTERRUPTION OR FOR ANY INDIRECT, INCIDENTAL, SPECIAL, CONSEQUENTIAL, EXEMPLARY OR PUNITIVE DAMAGES ARISING OUT OF OR RELATING TO THE SERVICES PROVIDED UNDER THIS AGREEMENT, EVEN IF INTERPERSONAL FREQUENCY HAS BEEN ADVISED OF THE POSSIBILITY OF SUCH DAMAGES, AND NOTWITHSTANDING THE FAILURE OF ESSENTIAL PURPOSE OF ANY LIMITED REMEDY.

**f**

## 7. TERMINATION

7.1. Either party may terminate this Agreement or any Statement of Work for a material breach thereof (including nonpayment of fees, failure to fulfill any responsibilities set forth in the Statement of Work, or failure to cooperate in good faith with the other party in connection with the Services) upon giving the other party thirty (30) days prior written notice identifying specifically the alleged breach, provided that the breaching party does not cure such breach within the fifteen (15) day notice period. During this notice period the non-breaching party shall have the right to suspend its performance under this Agreement.

7.2. Either party may terminate this Agreement and any Statement of Work immediately by written notice if the other party makes an assignment for the benefit of creditors, becomes subject to a bankruptcy proceeding, is subject to the appointment of a receiver, or admits in writing its inability to pay its debts as they become due.

7.3. Upon termination of this Agreement or any Statement of Work by either party, Client will immediately pay Interpersonal Frequency all fees, costs and expenses owed to or incurred by Interpersonal Frequency up to the effective date of such termination; provided, however, that with respect to any Statement of Work which is the basis for the termination, Client will pay Interpersonal Frequency a pro rata amount of the fees due for such Statement of Work (based on the percentage of completion of the Services, as determined by the SOW). Furthermore, each party shall promptly return all data, materials and other property of the other held by it; provided, however, that if Client has not fully paid all outstanding invoices for Services performed by Interpersonal Frequency prior to the date of termination, Interpersonal Frequency shall be entitled to retain or recover any Deliverables until payment is made. This right shall be in addition to any other remedies it may have at law or in equity.

7.4. Unless the parties subsequently agree otherwise in writing, the terms and conditions of this Agreement shall govern any services which Interpersonal Frequency may provide to Client in the future, regardless of whether or not such services are performed pursuant to a Statement of Work.

## 8. CONFIDENTIAL INFORMATION

8.1. Each party agrees that any information concerning the other's price quotes, preliminary concepts, sales and/or marketing proposals, branding strategies, creative designs and concepts, technical data, web designs, trade secrets and know-how, research, product plans, products, technical requirements, software, programming techniques, algorithms, services, suppliers, supplier lists, customers, employee lists, customer lists, markets, developments, inventions, processes, technology, designs, drawings, engineering, apparatus, techniques, hardware configuration information, marketing, forecasts, communications programs, customer data, business strategy, finances or other business information disclosed by the other party, and expressly designated or marked confidential ("Confidential Information") shall not, without the disclosing party's written authorization, be disclosed to any other party or used by the receiving party for its own benefit except as contemplated by this Agreement. The recipient shall protect the confidentiality of the Confidential Information using at least the same measures it takes to protect its own confidential information and shall restrict access to Confidential Information to its personnel on a need to know basis.

8.2. Nothing in this Agreement shall restrict either party's use of information (including, but not limited to, ideas, concepts, know-how, techniques and methodologies): (a) that is or becomes publicly available through no breach of this Agreement; (b) independently developed by it; (c) previously known to it without obligation of confidence; or (d) acquired by it from a third party which is not, to its knowledge, under an obligation of confidence with respect to such information. In the event either party receives a

subpoena or other validly issued administrative or judicial process requesting Confidential Information, the recipient shall promptly notify the other party of such receipt and may comply with such subpoena or process to the extent permitted by law. Upon termination of this Agreement, regardless of cause, each party shall promptly return to the other party (or at the other party's written request, destroy) all Confidential Information of the other party without retention of copies in any form or media; provided, however, Interpersonal Frequency may retain, subject to the obligations of this Section 10, copies of Confidential Information for record keeping purposes.

## 9. ASSIGNMENT

Neither party shall have the right to assign this Agreement without the other party's written consent, and any attempt to do so shall be void; provided, however, that each party shall have the right, upon written notice to the other party, to assign this Agreement to any subsidiary, affiliate, person or entity that acquires or succeeds to all or substantially all of such party's stock or assets.

## 10. ENTIRE AGREEMENT

This Agreement, the Interpersonal Frequency Software as a Service Agreement, and any applicable Statement of Work constitute the entire understanding between Interpersonal Frequency and Client, and supersede all prior agreements, arrangements, representations and communications (whether oral or written) regarding the subject matter of this Agreement. Client is entering into this Agreement solely based upon the agreements and representations contained herein for its own purposes and not for the benefit of any third party.

## 11. WAIVER / SEVERABILITY

Waiver of any breach or failure to enforce any term of this Agreement will not be deemed a waiver of any breach or right to enforce which may thereafter occur. No waiver shall be valid against any party hereto unless made in writing and signed by the party against whom enforcement of such waiver is sought and then only to the extent expressly specified therein. If any term or provision of this Agreement is found by a court of competent jurisdiction to be illegal, invalid, or otherwise unenforceable, such term or provision shall not affect the Agreement's other terms or provisions, or the whole of this Agreement, but such term or provision shall be deemed modified to the extent necessary in the court's opinion to render such term or provision enforceable, and the rights and obligations of the parties shall be construed and enforced accordingly, preserving to the fullest permissible extent the intent and the agreements of the parties.

## 12. FORCE MAJEURE

Except with regard to payments due to Interpersonal Frequency, neither party shall be liable for any delays or failures in performance due to circumstances beyond its control which could not be avoided by the exercise of due care.

## 13. APPLICABLE LAW and DISPUTE RESOLUTION

This Agreement shall be governed by the laws of the State of Connecticut The parties agree that all disputes between them arising under this Agreement or involving its interpretation, if they cannot be first resolved by mutual agreement, are subject to the following dispute resolution procedure:

    (a) _Initiation of Dispute Resolution Process._ In the event that a dispute is not resolved after good faith effort to arrive at a mutual agreement, either party may send written notice to the other, in the manner specified for giving notice in this Agreement that a dispute continues to exist. The party giving such

notice shall also forward a copy to the Chief Administrative Officer ("**Director**"), 999 Broad Street, 2nd Fl., Bridgeport, CT 06604. The notice shall set forth the nature of the dispute, the notifying party's position statement, and copies of documents supporting its position regarding the dispute. Within seven (7) calendar days after the date such notice is given, the other party shall file its position statement and supporting documents to the Director. Within five (5) working days after receipt of such reply, the Director shall review the matter, issue a written determination ("**Determination**"), and mail a copy thereof to the parties. The Director may reach a Determination with or without a face-to-face meeting with the parties and with or without testimony of witnesses, in his/her sole and absolute discretion.

(b) <u>Court proceedings</u>. Either party may proceed to resolve a dispute, after exhausting subparagraph (a) above, in a Court of competent jurisdiction within the state of Connecticut.

## 14. <u>NOTICES</u>

Any notice or other communication under this Agreement shall be in writing and shall be effective upon the earlier of actual receipt, ten (10) days following deposit into the United States mail (certified mail, return receipt requested), the next business day following deposit with a nationally recognized overnight courier service, or the same day following transmission of a legible e-mail copy during regular business hours, in each case with any delivery fees pre-paid and addressed to the party at the address set forth on the first page of this Agreement or such other address as that party may notify the other from time to time in accordance with this Section 14.

## 15. <u>MISCELLANEOUS</u>

15.1. Independent Contractor. Interpersonal Frequency is an independent contractor, and no party shall have the authority to bind, represent or commit the other.

15.2. Use of Client's Name. Client agrees that Interpersonal Frequency may use Client's name, trademarks and captured graphic and video images, along with a general description of the Services performed, in the promotion and advertising of Interpersonal Frequency. Client also agrees to enable an unobtrusive hyperlink with the words, "Powered by Interpersonal Frequency" at the bottom of the website. The hyperlink shall direct to the I.F. corporate website.

15.3 Amendment. This Agreement may not be amended, changed or modified except by a written agreement signed by the parties.

15.4. Causes of Action. The parties agree that any cause of action arising under, or in connection with, this Agreement will not be valid unless such action is commenced by the filing of a complaint in a court of competent jurisdiction within one year after completion of the Services. In the event that Client fails to make any payment due under this Agreement, Client shall reimburse Interpersonal Frequency for its costs of collection, including court costs and reasonable attorneys' fees, unless Client obtains a judgment dismissing such action.

15.5. Survival. The terms of Sections 2, 3, 4, 5, 6, 7, 8, and 9 and other sections which by their nature are intended to extend beyond termination shall survive termination of this Agreement for any reason.

15.6. Counterparts. This Agreement may be executed in one or more counterparts, each of which shall be deemed an original but all of which together shall constitute one and the same instrument.

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15.7. Electronic Signatures. Each party agrees that this Agreement and any other documents to be delivered in connection herewith may be electronically signed or signed and scanned, and that any electronic or scanned signatures appearing on this Agreement or such other documents are the same as handwritten signatures for the purposes of validity, enforceability, and admissibility.

15.8 Insurance Requirements
Insurance requirements: The following insurance coverage is required of the I.F. who shall ensure that the City of Bridgeport is named as additional insured by policy endorsement with notice of cancellation by policy endorsement in the same manner. I.F. shall procure, present to the City of Bridgeport, and maintain in effect for the Term without interruption the insurance coverages identified below, as applicable to its business with the City, with insurers licensed to conduct business in the State of Connecticut and having a minimum Best's A + 15 financial rating or rating otherwise acceptable to the City of Bridgeport.

Professional Liability insurance (claims made form) with data breach coverage and with minimum limits of $1,000,000, or as otherwise required by the City of Bridgeport.

Commercial General Liability Insurance (occurrence form) insuring against claims or suits brought by members of the public alleging bodily injury or personal injury or property damage and claimed to have arisen out of operations conducted under this agreement. Coverage shall be broad enough to include premises and operations, contingent liability, contractual liability, completed operations (24 months), broad form property damage, care, custody and control, with limitations of a minimum $1,000,000 per person/$2,000,000 per occurrence and $300,000 property damage and Umbrella Insurance with a minimum limit of $5,000,000.

Environmental Pollution Liability Insurance insuring against bodily injury, property damage, and remediation expenses arising out of the release of contaminants into the environment with minimum limits of $1,000,000 per person/ $2,000,000 per occurrence and $300,000 property damage and Umbrella Insurance with a minimum limit of $5,000,000.

Business Automobile Insurance insuring against claims or suits brought by members of the public alleging bodily injury or personal injury or property damage and claimed to have arisen out of the use of owned, hired or non-owned vehicles in connection with business. Coverage will be broad enough to include contractual liability, with limitations of $1,000,000 combined primary and excess coverage for each occurrence/aggregate with a combined single limit for bodily injury, personal injury and property damage.

Workers' Compensation insuring in accordance with statutory requirements in order to meet obligations towards employees in the event of injury or death sustained in the course of employment. Liability for employee suits shall not be less than $500,000 per claim.

(d) General Insurance Requirements. All policies shall include the following provisions:

Cancellation notice—The City of Bridgeport shall be entitled to receive from the insurance carriers BY POLICY ENDORSEMENT not less than 30 days' written notice of cancellation or non-renewal or reduction in coverage on all policies except for nonpayment or for Workers' Compensation to be given to the City of Bridgeport at: Purchasing Agent, City of Bridgeport, Margaret E. Morton Government Center, 999 Broad Street, Bridgeport, Connecticut 06604.

Proof of Insurance —All policies will be evidenced by an original certificate of insurance, declarations page and applicable policy endorsement(s) delivered to the City of Bridgeport and authorized and executed by the insurer or a properly-authorized agent or representative reflecting all coverage required, all such documents required to be delivered to the City of Bridgeport prior to any work or other activity

commencing under this agreement.

Additional insured—The Contractor will arrange with its insurance agents or brokers to name the City of Bridgeport, its elected officials, officers, department heads, employees and agents on all liability policies of primary and excess insurance coverages as additional insured parties BY POLICY ENDORSEMENT and as loss payee with respect to any damage to property of the City of Bridgeport, as its interest may appear. The undersigned shall submit to the City of Bridgeport upon commencement of this agreement and periodically thereafter, but in no event less than once during each year of this agreement, evidence of the existence of such insurance coverages in the form of original Certificates of Insurance. Such certificates shall designate the City of Bridgeport in the following form and manner:

"City of Bridgeport, its elected officials, officers, department heads, employees, agents, servants, successors and assigns ATIMA
Margaret E. Morton Government Center
999 Broad Street, 2nd Floor
Bridgeport, Connecticut 06604"

IN WITNESS WHEREOF, the parties have caused this Master Services Agreement to be executed and delivered as of the date first above written, and represent that the persons whose signatures appear below are duly authorized to execute this Agreement.

|  | Interpersonal Frequency LLC ("I.F.") | City of Bridgeport, CT ("the Client") |
|---|---|---|
| Name | Harish R. Rao |  |
| Position | CEO |  |
| Date |  |  |
| Signature |  |  |

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# Statement of Work

## Recitals

This Statement of Work ("SOW") is an exhibit to the Interpersonal Frequency LLC Master Services Agreement ("Contract," "MSA" or "Agreement") dated _____ and between Interpersonal Frequency LLC ("Interpersonal Frequency" or "I.F.") and the City of Bridgeport, CT ("Client," "City," or "BPCT"), which is incorporated herein by reference. This SOW supersedes any previous agreements, written or oral. In case of conflict between this SOW and the Contract, the SOW will prevail.

This Statement of Work is active for work undertaken on the BPCT website project during the Period of Performance of _____, and subsequent one-year terms by mutual agreement of both parties.

This Statement of Work, and all aspects of it, may be modified and amended by mutual written consent via email by authorized representatives of Interpersonal Frequency and the BPCT.

This SOW includes ongoing services, including web hosting provided I.F.'s Fulcrum cloud, I.F.'s Voice of Citizen® analytics software, and I.F.'s Evolution and Support plan. These services are governed by the Interpersonal Frequency Software-as-a-Service Agreement ("Fulcrum Premier SLA," "Voice of Citizen®," and "Evolution plan"), executed separately and incorporated herein by reference.

## Summary

The objective of this SoW is to build a user-centric web presence on a modernized infrastructure for the City. BPCT and IF will partner to complete an end-to-end rebuild of the site with focus on Discovery, Content Strategy, Information Architecture, User Experience, and Design, Development, Migration, Testing, and Deployment.

The primary goals of the project are to:

- Enhance overall online user experience
- Redesign the current website into a CMS format that will be easily navigated, easily updated, and contain placeholders for all downloadable documents
- Improved multi-media and GIS mapping experience emphasizing the city's assets

# Process

I.F. follows a five-step iterative process to build content-forward, data-driven digital solutions.
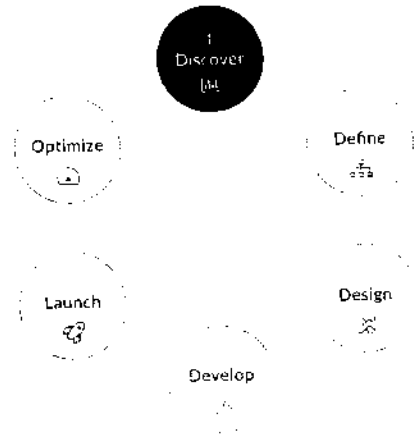


## Discover

This is where we gather as much information as possible to understand the project, users, organization, problems we need to solve, opportunities, and gaps in knowledge or functionality. Objectives should be focused on exploring all relevant opportunities and avenues of information gathering.

## Define

Building on a thorough exploration and research foundation, we shift to define the specific problems we aim to solve and identify potential solutions. This is when we will begin to define success and how we will measure it, and document technical requirements. As we prototype potential solutions, we will further explore unanswered questions through additional user research and testing to validate proposed solutions.

## Design

With a clearly outlined plan from Define, we begin to finalize our proposed solutions with design. Prototypes will take on a higher fidelity as we get closer to a fully detailed solution. Higher definition prototypes allow for deeper testing in various areas to validate our design concepts and requirements.

## Develop

Once design wraps, site build begins. This encompasses a wide swath of content strategy and technical items which includes: site configuration, technical architecture work, front end development, back end development, testing, training, content entry, and content migration.

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# Launch

All core development stage activities are complete and the site is ready to launch. This is a key stage to prepare for launch and ensure announcements, communication, third-party coordination and more are ready to go. Immediately following launch a close monitoring period is needed to catch critical bugs, missing redirects or other issues requiring immediate attention.

# Standard Billing Milestones & Deliverables

Note - Timing and schedule included here are for planning purposes only. Mutually agreed upon final schedule to be determined after contracting and during project planning.

| Milestones & Deliverables | Est. Timing | Fees |
|---|---|---|
| **Discover** | | |
| **Milestone 1:**<br>- Project Kickoff meeting<br>- Initiate Jotform Survey data collection | Month 1 | $34,925 |
| **Milestone 2:**<br>- Content Manifest initiated<br>- Initiate in Depth interviews | Month 2 | $16,425 |
| **Milestone 3:**<br>- Discovery Workshops<br>  Project Communication Plan & Schedule | Month 3 | $16,425 |
| **Define** | | |
| **Milestone 4:**<br>- Experience Outline delivered<br>- Deliver Content Toolkit | Month 4 | $16,425 |
| **Milestone 5:**<br>- Deliver Sitemap<br>- Wireframes initiated | Month 5 | $16,425 |
| **Design** | | |
| **Milestone 6:**<br>- Style Tile approved<br>- Design Concept approved | Month 6 | $16,425 |
| **Milestone 7:**<br>- Design comps initiated<br>- Final Feature Set approved | Month 7 | $16,425 |

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**Milestone 8:**
Month 8    $16,425
- Design comps approved
- Style Guide delivered

## Develop

**Milestone 9:**
Month 9    $28,650
- Deliver configuration of standard Drupal 9 site features on I.F.-provided Fulcrum cloud servers
- Build out Style Tile / Pattern Library

**Milestone 10:**
Month 10    $16,425
- Deliver Trainings
  Open Access for Content Entry

**Milestone 11:**
Month 11    $16,425
- Initiate site User Acceptance Testing
- Initiate Launch Planning & Collaboration

## Launch

**Milestone 12:**
Month 12    $39,600
- Complete site launch
- Initiate Bug Remediation following site launch
- Fully transition website to Evolution & Support team (Sustain)

# Feature Set

The Drupal production site will incorporate the features and functionality outlined in the table below. Feature sets that were not selected and are not included are explicitly identified as "not included". Adjustments to this feature set may require a change order.

| Feature or Functionality | Description | Included |
|---|---|---|
| **Content Management** | | |
| Client Drupal User Roles | Standard user roles (Anonymous, Authenticated, Content Editor, Content Publisher, Admin). | Included |
| | Custom Drupal user roles for the purpose of custom permissions. | Not Included |

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| External User Authentication | Client staff can authenticate to the website using Drupal accounts for the purpose of content or site management. | Included |
| | External, non-Drupal authentication such as Single Sign On (SSO) integration with Active Directory, LDAP or other IAM. | Included |
| External User Registration | Non-client user accounts and registration. | Not Included |
| Content Types | Content types overall will not exceed ten (10). Standard inclusions: Homepage, Basic Page, Article, Search, Alerts, Landing, 404, Events. | Included |
| Content Scheduling Workflow and Moderation | Drupal Core content moderation and workflow to create a live content publication workflow. States and transitions to be defined during requirements gathering. | Included |
| Alerts and Messaging | Editable emergency alert that appears on the production website. Feature supports three alert levels: Low, Medium, High. Display is limited to one alert at a time. | Included |
| | Displaying multiple sitewide alerts. | Not Included |
| | Dismissable alerts. | Not Included |
| Text Editor | WYSIWYG editor that allows embedding of rich-media such as images or videos from the Media Library. | Included |
| Icon Library | The site will make use of icon library to provide iconography for use in content. | Included |
| | Custom iconography. | Not Included |

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| iFrame Support | The site will provide a mechanism using Paragraphs to allow for the embedding of third-party iFrames | Included |
|---|---|---|
| Webforms and Data Collection | Drupal Webforms with CAPTCHA enabled. | Included |
| | Implementation of third-party webform tool | Not Included |
| | Anonymous form file uploads. | Not Included or Permitted |

## Events Management

| Basic Events | Basic Events that allow for standalone events with a start and end time that can span multiple days. | Included |
|---|---|---|
| Recurring Events | Recurring Events that allow for a series of events which repeat on a scheduled pattern. | Not Included |
| | Event Types: that allow site editors to distinguish between different varieties of events. | Not Included |
| | Events Cloning: that copies an existing event into a new, editable event. | Not Included |
| | Events Registration: that allows users to register for an event, or a series of events; Ability to set a registrant limit on an event, add a waitlist option and notify people if a spot opens up. | Not Included |
| | Events Calendaring: that allows for displaying events in a calendar view. | Not Included |

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## Media Management

| File Storage | File uploads to the Drupal Media Library are included and limited to the following types:<br><br>• Audio - mp3, wav, aac<br>• File (document) - txt, rtf, doc, docx, ppt, pptx, xls, xlsx, pdf, odf, odg, odp, ods, odt, fodt, fods, fodp, fodg, key, numbers, pages<br>• Image - png, gif, jpg, jpeg<br>• Remote Video - YouTube, Vimeo<br>• Video - None<br><br>File size is limited to 14 MB. | Included |
|---|---|---|
| | Drupal Media Library will store all files. | Included |
| | Large File Upload for files larger than 14 MB (max 5GB). | Included |
| File Upload | The site will allow for a single upload at a time. | Included |
| | Bulk file upload supporting multiple uploads at a time. | Not Included |

## Mapping & Geo Services

| Mapping Service Support | The site will make use of the open source mapping services such as Leaflet JS. | Included |
|---|---|---|
| | LeafletJS and OpenStreetMap mapping services for interactive maps. | Not Included |

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| Geocoding | GeoCoding service OpenStreetMap. | Not Included |
| Geolocation | Geolocation to determine site visitor location. | Not Included |

## Search

| Fulcrum Search | Site search with ElasticSearch. | Included |
| Elastic Site Search | Within-File Content Indexing - Indexing the 'File' Media type uploads which are .doc(x) or .pdf files. | Not Included |
| | Autocomplete feature (provides suggestions while typing based on what has been indexed or is being typed). Limited to 5 items. | Not Included |
| | Automated spellchecker (showing results it thinks you want). | Not Included |

## Third-party Services

| Web App Chatbot | Web App Chatbot with voice-to-text. | Not Included |
| Language Support & Translation | The site will be built to support only the default language of English (US). | Included |
| | Third-party translation with Google Translate, not to exceed 10 languages (license provided by Client). | Included |
| | Third-party translation with Weglot, not to exceed 10 languages. | Not Included |

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| Third-Party Custom Integrations | Third-party custom integrations. | Not Included |
|---|---|---|
| Third-Party CRM or Email Marketing Integration | Third-party contributed Drupal module integration to enable email signup via either Mailchimp or Constant Contact, a subscription to which will be provided by the client. | Not Included |
| E-Commerce & Payment Integrations | E-commerce or payment integrations. | Not Included |

## Analytics

| Voice of Citizen/Patron | Voice of Citizen/Patron data collection. | Included |
|---|---|---|
| Third-Party Analytics | Client-provided Google Analytics. | Included |
| Alternate Voice of Citizen initial data gathering | Custom developed JotForm Survey to be sent to Bridgeport Provided Mailing List | Included |

## SEO & Social Media

| Social Media | YouTube or Vimeo embeds for video streaming. | Included |
|---|---|---|
| | Social sharing functionality that allows content posting to social networking sites such as Twitter, Facebook, etc. | Included |
| | Linking to third-party social media sites including Facebook, Twitter, LinkedIn, Pinterest, Flickr, Vimeo and YouTube. | Included |
| | Embedding social media streams. | Not Included |
| Redirects and Path Aliases | Ability to create URL redirects and auto-URL paths. | Included |
| | The ability to create custom URLs (i.e., URLs that are editable by content editors). | Included |

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| Metatags & Schema.org Tags | Ability for administrators to configure the metatags to improve SEO compatibility. | **Included** |
|---|---|---|
| | Structured data and schema.org integration. | Not Included |

| Sitemap | Automated XML sitemap generation using simple XML sitemap module. | Included |
|---|---|---|
| Menus & Breadcrumbs | Site navigation and breadcrumbs. | Included |
| Third-Party Tag Management | Tag Management (for example Google Tag Manager). | Not Included |

## Migration

| One Time Content Migration | Automated content migration. | Not Included |
|---|---|---|
| One Time User Migration | Drupal User migration. | Not Included |
| One Time Other Migrations | Any other content, file, entity, user or custom migration. | Not Included |
| Ongoing/Continuous Migrations | Scheduled, ongoing or continuous migration. | Not Included |

## Theming

| Theming | IF site theming based on client-approved, IF provided Design. | Included |
|---|---|---|
| Third-party Design Comps | Design comps from a third-party vendor to be used for development. | Not Included |
| Co-Development | Co-development with client or third-party vendor. | Not Included |
| Third-party Theming | Theming or reskinning any third-party sites outside of the primary client site. | Not Included |
| Web Content Accessibility Guidelines (WCAG) | Compliance with WCAG 2.1 AA | Included |
| | Compliance with WCAG 2.1 AAA. | Not Included |

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## Security

| | | |
|---|---|---|
| Web Application Firewall (WAF) | I.F. managed services to make use of the WAF ruleset. | Not Included |
| Distributed Denial of Service (DDOS) Protection | I.F. managed services to make use of the DDOS protection. | Not Included |
| SSL Certificates | IF provided auto-renewing certificates will be generated and served as part of the Fulcrum hosting platform service. | Included |
| IP Address Allow Lists | All the lower environments (dev, test, train) are protected via IP address allow lists, and any /admin or /user paths on the production site are also protected. The Fulcrum Streamlined Whitelist module will allow client users to add their IP address to the allowlist. | Included |
| CAPTCHA | CAPTCHA field on all forms to ensure that the site cannot be used as a spam relay or that spam messages be stored. If an advanced CAPTCHA implementation is desired (e.g., reCAPTCHA by Google or hCAPTCHA), then API keys will need to be provided by the client. | Included |

## Hosting and Infrastructure Maintenance

| | | |
|---|---|---|
| Cron Jobs | Cron jobs will be configured to run on the site every 1 minute. Most cron tasks will not run this frequently. Cron tasks shall be managed using Ultimate Cron in Drupal. | Included |
| Content Distribution Network (CDN) | Edge servers CDN. | Not Included |
| Email Deliverability | Emails will not be sent directly from the server, instead the site will leverage the SMTP module to deliver emails via Amazon's SES. The client will need to provide the sender/from email address to be used when sending emails from Drupal. | Included |

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| Standard Backup & Retention | Hourly backup of the Drupal database and daily backup of Drupal files and code in the production (live) environment. Production server data is retained for a week on a rolling basis. | Included |
|---|---|---|
| Extended Backup Retention | Backup retention beyond standard (1 weekly backup is preserved each week for 6 months, on a rolling basis). | Included |

## Web Access Logs

| External | External logging data can be made available on request and will be delivered in "JSON lines" format. | Included |
|---|---|---|
| Non-External | Fulcrum logging data can be made available on request and will be delivered in multiple, separate NCSA-like log file formats. | Included |

## Capacity

| Yearly Bandwidth | 12 TB of bandwidth transfer annually (inbound and outbound)<br>(1TB of bandwidth transfer per month, not metered) | Included |
|---|---|---|
| Yearly Pageviews | 5.4M pageviews annually<br>(450,000 pageviews per month) | Included |
| Total Content Asset Size | 40GB database and file storage | Included |

## Subdomains & Server Redirects

| Subdomains | All content is available under a single primary domain. (i.e. subdomains are excluded) | Not Included |
|---|---|---|
| Client Apex URL 1:1 Redirects | Server-level redirects (e.g. example.com/staff redirects to www.example.com/staff). | Included |

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| Client Legacy URL 1:1 Redirects | Server-level redirects (e.g. www.example.com/about-us redirects to www.newexample.com/about-us). | Not Included |
|---|---|---|
| Client Legacy Content Maps | Content-level redirects (e.g. www.example.com/contact maps to www.example.com/hello) | Not Included |
| Multiple Domain Consolidation Redirects | Multiple Domain Consolidation Redirects. | Not Included |
| **Client Access to Fulcrum Infrastructure** | | |
| Clients Who Code | Client access to develop Drupal in the Fulcrum Development environment. | Not Included |
| WAF/DDos/CDN Access | Client access to WAF/DDos/CDN Access administration dashboard. | Not Included |

# Client Responsibilities

BPCT is responsible for the following tasks to be outlined with specific deadlines in the Project Communication Plan & Schedule.

- Identify in-depth interview participants, review and approve interview scripts in a timely manner, and provide assistance with scheduling interviews.
- Install Voice of Citizen[3] on current Client site.
- Designate a content team of Content Focals, Migration Focals, Editing Focals and Trainers who are responsible for:
    - Participating in a virtual Content Workshop
    - Gathering, writing, editing, and approving final site content.
    - Reviewing current site content and updating the Content Manifest to identify content to be migrated, content to be abandoned and new content to be created/content requiring updates.
    - Content migration focals are responsible for loading staged content onto the new Drupal site.
    - Content editing focals are responsible for editing and finalizing migrated content.
    - Content trainers are responsible for participating in I.F. led trainings and subsequently training/assisting colleagues in content-related tasks.

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- Identify members from stakeholder departments/organizations to act as the Core Team to complete the following tasks:
  - Participate in the Discovery Workshops.
  - Participate in weekly meetings, discussions, and reviews.
  - Conduct User Acceptance Testing (UAT) across device platforms, browsers and operating systems following the testing training. The goal is to identify bugs or launch critical issues to be addressed prior to launch. Issues will be reported via a secure form. Core Team will work with I.F. to identify issues that are critical to resolve before launch. *Please note that if requests and requirements for new features or functionality arise as part of the user acceptance testing process that are outside the approved technical scope document, these issues will be inventoried and considered separate from the Statement of Work. Such items can be addressed either via a separate statement of work and resolved via a change order post launch, or be resolved as part of the I.F. Evolution & Support plan.*
- Designate an authoritative decision maker to give final approval on deliverables by but no later than the specific deadline as outlined in the Project Communication Plan & Schedule.
- Communication of known IP address blocks (associated with physical office locations) to facilitate IP allow list set up.
- Provision of high-availability, preferably via an external cloud-based, DNS provider and for supporting DNS updates and changes. Failure to provide highly available DNS may invalidate SLA uptime commitments.

# Assumptions

The project fee and SOW delivery are contingent upon the following assumptions:

1. This statement of work includes:
   a. Project kickoff meeting with key stakeholders.
   b. Up to 5 stakeholders for In-Depth Interviews.
   c. Virtual Discovery Workshop as part of the Virtual Discovery Summit.
   d. Delivery of a user-centric sitemap and 1 wireframe with 1-2 revisions.
   e. Style tile with up to 2-3 design concepts that apply to all pages with 1-2 revisions.
   f. Our visual design comps extend the approach from Wireframes and Style Tile to 5 key page templates (up to 1 revision) with 3 responsive breakpoints (mobile, tablet, desktop).
2. The project schedule, timeline and fees are predicated on prompt Client responses, active participation in the project, adequate Client staff resource commitments, and requested data delivery in a timely manner from the Client. Excessive delays will cause schedule and cost increases. If the client requests or causes time delays

that extend the project beyond the agreed-upon time frames a change order will be necessary.

3. If BPCT requests or causes time delays that extend the project beyond the 12-month period, each additional week will be invoiced at a rate of $3,500 per week.

4. I.F. will provide content strategy, content training, and migration planning assistance. BPCT will be responsible for providing adequate staff to migrate content to the new site in a timely manner, including writing, editing, and uploading content. Content editing or writing is excluded from our Standard Statement of Work.
   a. This SOW includes an option for 100 hours of Content Support to be billed at the start of the contract at $15,000.

5. The system will be built using the Drupal 9 Content Management System and related Drupal modules as described in this SOW.

6. Training and training materials provided are as stated in the Statement of Work. Additional training and/or training materials will be billed at our hourly rate.

7. During development, I.F. will ask for feedback on specific designs and features at weekly client meetings. Formal User Acceptance Testing (UAT) will occur prior to launch. Any post-launch issues will be reported, prioritized, and resolved during the Post-Launch Bug Fix Sprint.

8. During the website bug-testing window, any client-reported bugs should be entered into I.F. provided bug tracking system (not emailed or slacked) to ensure a prompt response.

9. The site will be tested to work with the latest versions of Microsoft Edge, Mozilla Firefox, Google Chrome, and Apple Safari, as well as the most recent iOS and Android mobile device browsers (the last 2 major revisions as of the contract date unless otherwise indicated). However, because Internet browsers constantly undergo significant changes, some browsers may have trouble rendering critical content from your website—I.F. cannot guarantee your website will function properly on those browsers if this occurs. This is particularly true if the content at issue is beyond your control (e.g., data derived from an API). IE11 Excluded.

10. BPCT is responsible for implementation of the new website style on third-party applications ("re-skinning").

11. HTTPS must be enforced throughout the website and related BPCT applications. BPCT is responsible for ensuring this with other web applications.

12. Pricing above assumes use of our Fulcrum Premier hosting and an I.F. evolution plan. Fulcrum Premier SLA applies, see this link: https://goo.gl/5m7xbQ

13. BPCT agrees that Interpersonal Frequency may use BPCT's name, trademarks and captured graphic and video images, along with a general description of the Services performed, in the promotion and advertising of Interpersonal Frequency. BPCT also agrees to enable an unobtrusive hyperlink with the words, "Powered by Interpersonal Frequency" at the bottom of the website. The hyperlink shall direct to the I.F. corporate website.

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# Exclusions

In addition to the features listed as NOT INCLUDED in the table above, the following are excluded:

1. Expenses, including travel (unless explicitly included above).
2. Content writing, editing, and manual content migration work performed directly by I.F. (except explicitly included above)
3. User manuals.
4. Providing for the payment toward third-party systems, including mapping systems such as Google Maps or ESRI ArcGIS.
5. Integration with payment processing systems not explicitly called out above.
6. Custom Drupal module development not explicitly called out above.
7. Changes to information architecture, website design, or technical scope after approval.
8. Additional Drupal user roles not explicitly called out above.
9. Changes adding more than one calendar month to the project timeline.
10. Extra revisions for deliverables not explicitly called out above.

# Statement of Work Change Orders

This Statement of Work, and all aspects of it, may be modified and amended by mutual written consent via email by authorized representatives of Interpersonal Frequency and BPCT, subject to the terms of the Contract and consistent with the specifications and requirements contained therein.

# Acceptance

The parties have accepted each and every statement and term stated herein. Each of the two parties must sign below and initial every page.

IN WITNESS WHEREOF, the parties hereto have executed this Statement of Work ("SOW").

|  | Interpersonal Frequency LLC ("I.F.") | City of Bridgeport, CT ("the Client") |
|---|---|---|
| Name | Harish R. Rao | |

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| Position | CEO | |
|----------|-----|--|
| Date | | |
| Signature | | |

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# Fulcrum, Voice of Citizen®, Voice of Patron®: I.F. SaaS Services Agreement: Spring 2021 Version

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## Software-as-a-Service Agreement

THIS INTERPERSONAL FREQUENCY LLC SOFTWARE AS A SERVICE AGREEMENT (this "Agreement"), by and between INTERPERSONAL FREQUENCY LLC (I.F.) and the Client identified in the MSA or SOW (as defined below) is executed by and between such entities as of the effective date of such SOW or MSA ("Effective Date") for the products and services described herein and therein;

## RECITALS

WHEREAS, the Parties have negotiated the terms of an I.F. Master Services Agreement, other named I.F. services agreement or a Client form of services agreement (collectively, the "MSA") by which I.F. will perform and provide certain products or professional services to Client (collectively, "Professional Services"); and

WHEREAS, in connection with the performance and delivery of the Professional Services and any and all other materials and work product covered by the MSA and/or this Agreement (collectively "Deliverables"), the Client desires to have access to I.F's Software platform tools and functions (the "Software as a Service" or the "SaaS Services") and any other products or services set forth in any exhibit hereto on the terms and conditions hereof and thereof.

## AGREEMENT

NOW, THEREFORE, in consideration of the mutual covenants, terms, and conditions set forth herein, and for other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the Parties do hereby agree as follows:

1.      Definitions.

As used in this Agreement, the following capitalized terms shall mean and be interpreted as follows:

(a)      "Aggregated Statistics" means data and information related to Client's use of the Software and the SaaS Services (but which do not personally identify or profile Client or its Authorized Users) that are collected or received by I.F. in an aggregated and anonymized manner, including to compile statistical and performance information relating to the SaaS Services and data regarding Client's and its Authorized Users' use of the SaaS Services and the web site on which the SaaS Serves are hosted or by which I.F.'s services are accessed or delivered.

(b)      "Authorized User" means Client's employees, consultants, contractors, agents, web site visitors or other permitted users who or which are authorized by Client to access and use the SaaS Services under the rights granted to Client hereunder.

(c)      "Client Data" means, other than Aggregated Statistics, information, data and other content, in any form or medium, that is submitted, posted, transmitted or otherwise provided by or on behalf of Client or an Authorized User in the Software or through the SaaS Services.

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(d)    "Documentation" means I.F.'s user manuals, handbooks and guides relating to the SaaS Services provided to Client hereunder, either electronically or in hard copy form, and any and all other Client or end user documentation relating to the SaaS Services.

(e)    "Cloud Provider" means the provider of Cloud Services which, as of the Effective Date hereof, is Amazon Web Services ("AWS"), but such term includes any and all successors or additional hosting providers thereto.

(f)    "Cloud Services" means the provision of on-demand online access to the SaaS Services and all hardware, software, computing power and resources relating thereto.

(g)    "I.F. Intellectual Property" or "I.F. IP" means the SaaS Services, the Documentation and any and all other intellectual property provided to Client or any Authorized User in connection with the foregoing. For the avoidance of doubt, I.F. IP includes Aggregated Statistics and any and all other information, data or other content derived from I.F.'s monitoring of Client's or an Authorized User's access to or use of the SaaS Services, but does not include Client Data.

(h)    "Service Level Agreement" or "SLA" means the agreement attached as Exhibit B, and all amendments or revisions thereto which shall automatically be incorporated into and made a part of this Agreement.

(i)    "Statement of Work" or "SOW" means the document attached as Exhibit A, which may take the form of a "Quote & Order Form for Services or Software Subscription" (or other form), and all amendments or revisions thereto which shall automatically be incorporated into and made a part of this Agreement.

(j)    "Software" the source code and object code and any and all other software tools, functionalities and information necessary to use, operate and maintain the SaaS Services.

(k)    "SaaS Services" means the software-as-a-service offering described in Exhibit B and includes, if selected and paid for by Client, access to and use of I.F.'s proprietary software data analytics tools or products known as "Fulcrum" and/or "Voice of Patron®," and/or "Voice of Citizen®," as modified from time to time, and any other I.F. tools, functions or capabilities.

(l)    "Third-Party Products" means any third-party products described in Exhibit A or Exhibit B provided with or incorporated into the Software or SaaS Services.

2.    Access and Use.

(a)    Provision of Access. Subject to and conditioned upon Client's payment of all fees associated with the Deliverables provided to Client under the MSA, this Agreement and any other agreement or understanding between the Parties, and compliance with all other terms and conditions hereof and thereof, I.F. hereby grants to Client a non-exclusive, non-transferable (except in compliance with Section 12(g)) right to access and use the SaaS Services during the Term, solely for use by Authorized

Users in accordance with the terms and conditions hereof. Such use is limited to Client's internal business use and operations. I.F. shall provide to Client the necessary passwords and network links or connections to allow Client to access the SaaS Services. The number of Authorized Users is not expressly limited unless so indicated in the SOW, but concurrent use of the SaaS Services shall be subject to the technical capabilities of the I.F. infrastructure and the devices and connectivity of the Authorized Users.

(b)     Documentation License. Subject to the terms and conditions contained in this Agreement, I.F. hereby grants to Client a non-exclusive, non-transferable (except in compliance with Section 12(g)) license to use the Documentation during the Term solely for Client's internal business purposes in connection with its use of the SaaS Services.

(c)     Use Restrictions. Client shall not use the SaaS Services or the Documentation, in whole or in part, including any integrated I.F. products or Third Party Products, for any purposes beyond the scope of the rights of access granted in this Agreement. Client shall not at any time, directly or indirectly, and shall not permit any Authorized Users to: (i) copy, modify, or create derivative works of the SaaS Services, the Software or the Documentation, in whole or in part; (ii) rent, lease, lend, sell, license, sublicense, assign, distribute, publish, transfer, or otherwise make available the SaaS Services or the Documentation; (iii) reverse engineer, disassemble, decompile, decode, adapt or otherwise attempt to derive or gain access to the Software or any other element of the SaaS Services, in whole or in part; (iv) remove any proprietary notices from the SaaS Services or Documentation; or (v) use the SaaS Services or Documentation in any manner or for any purpose that infringes, misappropriates or otherwise violates any intellectual property right or other right of any person or that violates any applicable law or regulation.

(d)     Reservation of Rights. I.F. reserves all rights and interests not expressly granted to Client in this Agreement. Except for the limited rights and licenses expressly granted under this Agreement, nothing in this Agreement grants, by implication, waiver, estoppel or otherwise, to Client, to any Authorized Users or to any third party any intellectual property rights or other right, title or interest in or to the I.F. IP, the Software, the Documentation or the SaaS Services.

(e)     Suspension or Termination of SaaS Services. Notwithstanding anything to the contrary in this Agreement, I.F. may, at its option, temporarily suspend Client's and/or any Authorized User's access to any portion or all of the SaaS Services, without termination of this Agreement, or terminate this Agreement and all of Client's and its Authorized User's access to SaaS Services in the event that:

(i)     I.F. reasonably determines that (A) there is a threat or attack on any of the I.F. IP or any Cloud Provider's I.P.; (B) Client's or any Authorized User's use of the I.F. IP disrupts or poses a security risk to the I.F. IP, to Cloud Provider's I.P. or to any other customer or vendor of I.F.; (C) Client or any Authorized User is using the I.F. IP for fraudulent or illegal activities or in violation of I.F.'s or the Cloud Provider's acceptable use policy or any other policies; (D) subject to applicable law, Client has ceased to continue its business in the ordinary course, made an assignment for the benefit of creditors or similar disposition of its assets, or become the subject

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of any bankruptcy, reorganization, liquidation, dissolution, or similar proceeding; or (E) I.F.'s provision of the SaaS Services to Client or to any Authorized User is prohibited by applicable law;

(ii) any vendor of I.F., including but not limited to, the Cloud Provider, has suspended or terminated I.F.'s access to or use of any third-party services or products required to enable Client to access the Services; or

(iii) in accordance with Section 5(a)(iii) (any such suspension or termination described in sub-paragraph (i), (ii), or (iii) above, a "Services Suspension" or a "Services Termination" as applicable).

(iv) I.F. shall use commercially reasonable efforts to provide written notice of any Services Suspension or Services Termination to Client and to provide updates regarding resumption of access to the Services following any Service Suspension. I.F. shall use commercially reasonable efforts to resume providing access to the SaaS Services as soon as reasonably practicable after the event giving rise to a Services Suspension is cured. I.F. WILL HAVE NO LIABILITY FOR ANY DAMAGES, LIABILITIES, LOSSES (INCLUDING ANY LOSS OF DATA OR PROFITS), OR ANY OTHER CONSEQUENCES THAT CLIENT OR ANY AUTHORIZED USER MAY INCUR AS A RESULT OF A SERVICES SUSPENSION OR SERVICES TERMINATION.

(f) Aggregated Statistics. Notwithstanding anything to the contrary in this Agreement, I.F. may electronically log and monitor Client's and any and all Authorized User's use of the SaaS Services and collect and compile Aggregated Statistics but may not sell. As between I.F. and Client, all right, title, and interest in Aggregated Statistics, and all intellectual property rights therein, belong to and are granted and retained solely by I.F. and such rights are hereby waived and released by Client. Client acknowledges that I.F. may compile Aggregated Statistics based on Client Data input into the SaaS Services. Client agrees that I.F. may (i) make Aggregated Statistics publicly available in compliance with applicable law, and (ii) use Aggregated Statistics to the extent and in the manner permitted under applicable law; provided that the publication, release or transfer of such Aggregated Statistics do not identify personally Client or its Authorized users or disclose Client's Confidential Information.

(g) Cloud Services. I.F. has contracted with the Cloud Provider to make Cloud Services available to Client and any and all Authorized Users. Any SaaS Services-related issues that are caused or contributed to by outages or other problems with the Cloud Services should be promptly referred to I.F. for handling. Client acknowledges and agrees, on its own behalf and on behalf of all Authorized Users that the Cloud Services are provided by the Cloud Provider and the Cloud Provider, which retains the unlimited right to service, make modifications and/or enhancements to and manage the Cloud Services at any time in its discretion. Client and Authorized Users shall at all times have online access to the applicable terms of service, service level agreements and acceptable use policies of the Cloud Provider which are hereby integrated into and made a part of this Agreement in Section 3 below. Execution of this Agreement constitutes Client's approval of such terms and conditions, on its own behalf and on behalf of all Authorized Users.

3. **Service Levels & Support; Cloud Provider Terms.**

(a) Modifications to SaaS Services or Software. Client hereby acknowledges and agrees that I.F. may, at any time without prior notice, change, modify, enhance or alter any features, functions or capabilities of the SaaS Services or the Software, in its sole discretion, without affecting any term or condition of this Agreement (including Fees) so long as such changes do not materially and adversely affect Client's overall user experience or efficiency.

(b) Service Levels. Subject to the terms and conditions of this Agreement, I.F. shall use commercially reasonable efforts to make the SaaS Services available in accordance with the service levels set out in the attached Exhibit B, which is hereby incorporated herein.

(c) Support. The access rights granted hereunder entitles Client to the SaaS support services described on Exhibit B for ongoing and continuous one year periods following the Effective Date hereof, if and to the extent that Client purchases such support services at the Fees applicable thereto.

(d) Cloud Provider; Cloud Services. Client hereby acknowledges and agrees that the Cloud Services are made available to Client and to Authorized Users in accordance with the following Cloud Provider terms and conditions, as amended from time to time (and automatically incorporated herein as and when so amended), and any and all other Cloud Provider terms and conditions applicable to the Cloud Services:

    (i) The AWS Online Subscription Agreement is found at https://aws.amazon.com/agreement/.

    (ii) The AWS Online Services Terms is found at https://aws.amazon.com/service-terms/.

    (iii) The AWS Online Service Level Agreements, found at https://aws.amazon.com/legal/service-level-agreements/.

(d) Disclaimers. The Client, on its own behalf and on behalf of all Authorized Users, hereby acknowledges and agrees that the foregoing Cloud Provider terms and conditions describe, restrict, limit and disclaim certain rights, obligations, damages and liabilities of or available to I.F. as its prime contractor and by extension to Client and to any and all of its Authorized Users. Client, on its own behalf and on behalf of all Authorized Users, hereby acknowledges and agrees that (i) nothing in this Agreement is intended to nor shall be deemed to create any duty, obligation or liability of, by or against I.F. regarding the Cloud Services that are excluded or disclaimed by Cloud Provider, (ii) that the foregoing Cloud Provider terms of use and subscription agreement shall govern any conflicting terms herein as to the Cloud Services, and (iii) CLIENT AND ALL AUTHORIZED USERS HEREBY AGREE TO LOOK SOLELY TO THE CLOUD PROVIDER (AND HEREBY WAIVE AND RELEASE I.F. FROM) ANY AND ALL DUTIES, RESPONSIBILITIES, DAMAGES AND LIABILITIES ARISING OR RESULTING FROM ANY FAILURE OR DEFECT IN THE CLOUD SERVICES WITHIN THE CLOUD PROVIDER'S CONTROL AND/OR OUTSIDE I.F.'S CONTROL.

(e)      Client Data Recovery & Retention. During the Term hereof, Client shall have the right to access, download and use all Client Data, included all Authorized User data, in its discretion and as permitted by applicable law, the obligations of which shall be Client's sole responsibility. Notwithstanding the foregoing, Client must recover any and all Client Data that it desires to receive and retain not later than ninety (90) days after termination of this Agreement, regardless of cause (the "Data Recovery Period"). After expiration of the Data Recovery Period, I.F. may destroy or delete all Client Data from all I.F. computers, services and cloud instances.

## 4.      Client Responsibilities.

(a)      General. Without prejudice to any and all duties and obligations of Client hereunder under any other agreement, Client is responsible and liable for all uses of the SaaS Services and Documentation resulting from any access provided or permitted by Client, directly or indirectly, whether such access or use is permitted by or in violation of this Agreement. Without limiting the generality of the foregoing, Client is responsible for all acts and omissions of Authorized Users, and any act or omission by an Authorized User that would constitute a breach of this Agreement if taken by Client will be deemed a breach of this Agreement by Client. Client shall make all Authorized Users aware of their duties and obligations hereunder as applicable to their respective use of the SaaS Services and shall cause Authorized Users to comply with all such requirements.

(b)      Third-Party Products. I.F. may from time to time, upon request by Client or otherwise, make Third-Party Products available to Customer independently of the SaaS Services by separate agreement or as an element hereof. For purposes of this Agreement, such Third-Party Products are subject to their own terms and conditions (wherever memorialized) and, only if hosted or supported by I.F., will be subject to any applicable flow through provisions referred to in Exhibit A or Exhibit B as applicable. If Client does not agree to abide by the applicable terms for any such Third-Party Products, then Client should not install or use such Third-Party Products.

## 5.      Fees and Payment.

(a)      Fees. Client shall pay I.F. the fees ("Fees") as set forth in the Statement of Work without offset or deduction. Client shall make all payments hereunder in U.S. within forty-five (45) days after receipt of I.F.'s completed invoice. If Client fails to make any payment within sixty (60) days of its due date, without limiting I.F.'s other rights and remedies: (i) I.F. may charge interest on the past due amount at the rate of 1.5% per month, calculated daily and compounded monthly; (ii) Client shall reimburse I.F. for all reasonable costs incurred by I.F. in collecting any late payments or interest, including attorneys' fees, court costs, and collection agency fees; and (iii) if such failure continues for ninety (90) days or more, I.F. may suspend Client's and its Authorized Users' access to any portion or all of the SaaS Services (without terminating this Agreement so that further Fees may accrue) until all such amounts are paid in full.

(b)      Taxes. All Fees and other amounts payable by Client under this Agreement are exclusive of taxes assessments or other charges by governmental authorities. Client is a tax exempt organization and will provide I.F. with proof thereof.

(c)    Auditing Rights; Retention of Records. Client agrees to maintain complete and accurate records during the Term and for a minimum period of two (2) years after the termination or expiration of this Agreement with respect to matters necessary for accurately determining amounts due hereunder. I.F. may, at its own expense, on reasonable prior notice, periodically inspect and audit Client's records with respect to matters covered by this Agreement, provided that if such inspection and audit reveals that Client has underpaid I.F. with respect to any amounts due and payable during the Term, Client shall promptly pay the amounts necessary to rectify such underpayment, together with interest in accordance with Section 5(a). Such inspection and auditing rights will extend throughout the Term of this Agreement and shall terminate upon the termination or expiration of this Agreement.

## 6.    Confidential Information.

From time to time during the Term, and to the extent permitted by law, either Party may disclose or make available to the other Party information about its business affairs, products, intellectual property, trade secrets, non-public and proprietary third-party information and other sensitive or proprietary information, whether orally or in written, electronic or other form or media, whether or not marked, designated or otherwise identified as "confidential" (collectively, "Confidential Information"). Confidential Information does not include information that, at the time of disclosure is: (a) in the public domain; (b) known to the receiving Party at the time of disclosure; (c) rightfully obtained by the receiving Party on a non-confidential basis from a third party; or (d) independently developed by the receiving Party without access to or use of the proprietary data or material. The receiving Party shall not disclose the disclosing Party's Confidential Information, marked confidential, to any person or entity, except to the receiving Party's employees who have a need to know the Confidential Information for the receiving Party to exercise its rights or perform its obligations hereunder. Notwithstanding the foregoing, each Party may disclose Confidential Information to the limited extent required (i) in order to comply with the order of a court or other governmental body, or as otherwise necessary to comply with applicable law; provided that the Party making the disclosure pursuant to the order shall first have given written notice to the other Party and made a reasonable effort to obtain a protective order; or (ii) to establish a Party's rights under this Agreement, including to make required court filings. On the expiration or termination of the Agreement, and upon request, the receiving Party shall promptly return to the disclosing Party all copies, whether in written, electronic, or other form or media, of the disclosing Party's Confidential Information, or destroy all such copies and certify in writing to the disclosing Party that such Confidential Information has been destroyed. Each Party's obligations of non-disclosure with regard to Confidential Information are effective as of the Effective Date and will expire five (5) years from the date first disclosed to the receiving Party; provided, however, that, with respect to any Confidential Information that constitutes a patentable invention or trade secret (as determined under applicable law), such obligations of non-disclosure will survive the termination or expiration of this Agreement for as long as such Confidential Information remains subject to patent or trade secret protection under applicable law.

## 7.    Intellectual Property Ownership; Feedback.

(a)    I.F. IP. Client acknowledges that, as between Client and I.F., I.F. owns all right, title, and interest, including all intellectual property rights, in and to the I.F. IP and to the intellectual property rights of its licensors. With respect to Third-Party Products, the applicable third-party providers own all right,

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title, and interest, including all intellectual property rights, in and to the Third-Party Products subject to I.F.'s license rights therein.

(b)  Client Data. I.F. acknowledges that, as between I.F. and Client, Client owns all right, title, and interest, including all intellectual property rights, in and to the Client Data. Client hereby grants to I.F. a non-exclusive, royalty-free, worldwide license to reproduce, distribute and otherwise use and display the Client Data and perform all acts with respect to the Client Data as may be necessary for I.F. to provide the SaaS Services to Client, and a non-exclusive, perpetual, irrevocable, royalty-free, worldwide license to reproduce, distribute, modify, and otherwise use and display any and all Client Data incorporated within the Aggregated Statistics; however, I.F. shall not sell Client Data or Aggregate Statistics.

(c)  Feedback. If Client or any of its employees, contractors, agents or Authorized Users sends or transmits any communications or materials to I.F. by mail, email, telephone or otherwise, suggesting or recommending changes to the I.F. IP, including without limitation, the addition of new features or functionalities relating thereto, or any comments, questions, suggestions or the like relating thereto (collectively, "Feedback"), I.F. is free to use such Feedback irrespective of any other obligation or limitation between the Parties governing such Feedback. Client hereby assigns to I.F., on Client's behalf and on behalf of its employees, contractors, agents and/or Authorized Users, all right, title, and interest in and to such Feedback, and I.F. is free to use, without any attribution or compensation to any party, any ideas, know-how, concepts, techniques, or other intellectual property rights contained in the Feedback, for any purpose whatsoever, although I.F. is not required to make any use of any Feedback.

## 8.  Data Protection Terms.

For purposes of this Section 8, the following terms shall mean as follows:

*"Business"* means as defined in the CCPA.

*"CCPA"* means the California Consumer Privacy Act, Cal. Civ. Code §1798.100 et. seq.

*"Data Protection Laws"* means all applicable laws, regulations and requirements in any jurisdiction relating to data privacy, data protection, data security and/or the processing of Personal Information, including, without limitation, the CCPA.

*"Data Subject"* means an identified or identifiable natural person about whom Personal Information relates, including a "consumer" as defined in the CCPA.

*"Data Subject Rights"* means those rights identified in the CCPA as granted to Data Subjects.

*"Personal Information"* includes any personally identifiable information as defined by applicable Data Protection Laws and includes any Client Data which meets such definition.

*"Process"* and *"Processing"* means any one or more operations performed on personal information, whether or not by automated means.

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*"Sale"* or *"sell"* means as defined in the CCPA.

*"Security Breach"* means (i) the loss or misuse of Client Data; or (ii) the inadvertent, unauthorized and/or unlawful Processing, disclosure, access, alteration, corruption, transfer, sale, rental, destruction or use of any Client Data.

*"Service Provider"* means as defined in the CCPA.

(a)    Client hereby represents, warrants and covenants to I.F. that Client has provided or will provide timely, correct and complete privacy notices to all Data Subjects included in Client Data in compliance with all applicable Data Protection Laws.  Client further represents, warrants and covenants to I.F. that Client has obtained or will obtain timely, transparent, informed, voluntary and complete consents from all Authorized Users as required by Data Protection Laws for Client's use of the SaaS Services and Software, including (i) consent to I.F.'s collection, use, and disclosure of Client Data (to the extent such data includes Personal Information) and (ii) I.F.'s Processing, use, storage and transfer of Client Data relating to Client's and Authorized Users' use of the SaaS Services and Software.

(b)    For CCPA purposes, if and as applicable, the parties agree that I.F. is or shall be deemed to be a Service Provider to the Client for all purposes covered by this Agreement.  Accordingly, the parties hereby agree that I.F.'s access to and use of any and all Client Data uploaded into the SaaS Services and/or Software or otherwise provided to or made available to I.F. which constitutes Personal Information is subject to the following agreements and restrictions:

(i)    The Client is providing such Client Data only as necessary for I.F. to carry out the business purposes represented by this Agreement;

(ii)    I.F. agrees not to retain, use or disclose the Client Data for any purpose except to perform this Agreement for the Client;

(iii)    I.F. agrees not to sell, disclose or provide access to the Client Data to any third party except to the Cloud Provider and then solely to perform the Cloud Services for the benefit of the Client.  Client's execution of this Agreement constitutes Client's consent to all such uses and disclosure by I.F. to the Cloud Provider; and

(iv)    I.F. agrees to cooperate with and support the Client's compliance with and response to any consumer's exercise of its Data Subject Rights under the CCPA relating to any Client Data held by I.F. or by the Cloud Provider; *provided that* I.F.'s sole obligation to the Cloud Provider is to notify it of any such exercise of Data Subject Rights and carry out Client's instructions with regard thereto.

(c)    I.F. agrees to take all reasonable actions to Process any Personal Information subject to Data Protection Laws only in accordance with Client's instructions solely to perform the terms and conditions of this Agreement for the sole benefit of the Client.

(d)     If either party believes that a Security Breach has occurred, such party must notify the other party as promptly as possible without unreasonable delay. Each party will reasonably assist the other party in complying with and mitigating any potential damage resulting from a Security Breach in accordance with applicable Data Protection Laws.

9.      Limited Warranty and Warranty Disclaimer.

(a)     I.F. warrants that the SaaS Services will conform in all material respects to the service levels set forth in Exhibit B when accessed and used in accordance with the Documentation and this Agreement. I.F. does not make any representations or guarantees regarding uptime or availability of the SaaS Services unless and to the limited extent specifically identified in Exhibit B. The remedies set forth in Exhibit B are Client's sole remedies and I.F.'s sole liability under the limited warranty set forth in this Section 8(a). THE FOREGOING WARRANTY DOES NOT APPLY TO, AND INTERPERSONAL FREQUENCY STRICTLY DISCLAIMS, ANY AND ALL WARRANTIES WITH RESPECT TO ANY CLOUD PROVIDER PRODUCTS OR SERVICES AND/OR THIRD-PARTY PRODUCTS.

(b)     EXCEPT FOR THE LIMITED WARRANTY SET FORTH IN SECTION 8(a), THE INTERPERSONAL FREQUENCY IP IS PROVIDED "AS IS" AND INTERPERSONAL FREQUENCY HEREBY DISCLAIMS ALL WARRANTIES, WHETHER EXPRESS, IMPLIED, STATUTORY, OR OTHERWISE. INTERPERSONAL FREQUENCY SPECIFICALLY DISCLAIMS ALL IMPLIED WARRANTIES OF MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE, TITLE, AND NON-INFRINGEMENT, AND ALL WARRANTIES ARISING FROM COURSE OF DEALING, USAGE, OR TRADE PRACTICE. EXCEPT FOR THE LIMITED WARRANTY SET FORTH IN SECTION 8(a), INTERPERSONAL FREQUENCY MAKES NO WARRANTY OF ANY KIND THAT THE INTERPERSONAL FREQUENCY IP, OR ANY PRODUCTS OR RESULTS OF THE USE THEREOF, WILL MEET CLIENT'S OR ANY OTHER PERSON'S REQUIREMENTS, OPERATE WITHOUT INTERRUPTION, ACHIEVE ANY INTENDED RESULT, BE COMPATIBLE OR WORK WITH ANY SOFTWARE, SYSTEM OR OTHER SERVICES, OR BE SECURE, ACCURATE, COMPLETE, FREE OF HARMFUL CODE, OR ERROR FREE.

10.     Indemnification.
         (a)     I.F. Indemnification.
                  (i)     I.F. shall indemnify and hold Client harmless from and against any and all losses, fines, damages, liabilities and costs (including reasonable attorneys' fees) (collectively, "Losses") incurred by Client resulting from any third-party claim, suit, action, or proceeding (collectively, "Third-Party Claim") that the SaaS Services, or any use of the SaaS Services in accordance with this Agreement, infringes or misappropriates such third party's U.S. intellectual property rights (including U.S. patents, copyrights or trade secrets), provided that Client promptly notifies I.F. in writing of the claim, cooperates with I.F. and allows I.F. sole authority to control the defense and settlement of such claim.
                  (ii)    If such a claim is made or appears to be possible of assertion, Client agrees to permit I.F., at I.F.'s sole discretion, to (A) modify or replace the SaaS Services, or any component or part thereof, as necessary to make the SaaS Services non-infringing, or (B) obtain the right for Client to continue use of the SaaS Services in any

acceptable form. If I.F. determines that neither alternative is reasonably available, I.F. may terminate this Agreement in its entirety or with respect to the affected component or part of the SaaS Services or the SaaS Services as a whole, effective immediately on written notice to Client.

(iii)     This Section 9(a) will not apply to the extent that the alleged infringement arises from: (A) use of the SaaS Services in combination with data, software, hardware, equipment, or technology not provided by I.F. or not authorized by I.F. in writing; (B) modifications to the SaaS Services not made by I.F.; (C) Client Data; or (D) any Cloud Provider products or services or Third-Party Products.

(b)     Client Indemnification. Client shall indemnify and hold I.F. harmless from and against any and all Losses incurred by I.F. resulting from any Third-Party Claim that the SaaS Services, or any use of the SaaS Services in accordance with this Agreement, infringes or misappropriates such third party's U.S. intellectual property rights (including U.S. patents, copyrights or trade secrets) due to the Client Data or the uses or operations of Client, for any failure of Client to comply with all applicable laws, regardless of whether such non-compliance relates to this Agreement or the SaaS Services or due to any other action or omission of Client that is beyond I.F.'s responsibility or control.

(c)     Insurance requirements:  The following insurance coverage is required of the I.F. who shall ensure that the City of Bridgeport is named as additional insured by policy endorsement with notice of cancellation by policy endorsement in the same manner. I.F. shall procure, present to the City of Bridgeport, and maintain in effect for the Term without interruption the insurance coverages identified below, **as applicable to its business with the Client**, with insurers licensed to conduct business in the State of Connecticut and having a minimum Best's A + 15 financial rating or rating otherwise acceptable to the City of Bridgeport.

**Professional Liability insurance** (claims made form) with data breach coverage and with minimum limits of $1,000,000, or as otherwise required by the City of Bridgeport.

**Commercial General Liability Insurance** (occurrence form) insuring against claims or suits brought by members of the public alleging bodily injury or personal injury or property damage and claimed to have arisen out of operations conducted under this agreement.  Coverage shall be broad enough to include premises and operations, contingent liability, contractual liability, completed operations (24 months), broad form property damage, care, custody and control, with limitations of a minimum $1,000,000 per person/$2,000,000 per occurrence and $300,000 property damage and **Umbrella Insurance** with a minimum limit of $5,000,000.

**Environmental Pollution Liability Insurance** insuring against bodily injury, property damage, and remediation expenses arising out of the release of contaminants into the environment with minimum limits of $1,000,000 per person/ $2,000,000 per occurrence and $300,000 property damage and **Umbrella Insurance** with a minimum limit of $5,000,000.

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**Business Automobile Insurance** insuring against claims or suits brought by members of the public alleging bodily injury or personal injury or property damage and claimed to have arisen out of the use of owned, hired or non-owned vehicles in connection with business. Coverage will be broad enough to include contractual liability, with limitations of $1,000,000 combined primary and excess coverage for each occurrence/aggregate with a combined single limit for bodily injury, personal injury and property damage.

**Workers' Compensation** insuring in accordance with statutory requirements in order to meet obligations towards employees in the event of injury or death sustained in the course of employment. Liability for employee suits shall not be less than $500,000 per claim.

(d) General Insurance Requirements. All policies shall include the following provisions:

Cancellation notice—The City of Bridgeport shall be entitled to receive from the insurance carriers **BY POLICY ENDORSEMENT** not less than 30 days' written notice of cancellation or non-renewal or reduction in coverage on all policies except for nonpayment or for Workers' Compensation to be given to the City of Bridgeport at: Purchasing Agent, City of Bridgeport, Margaret E. Morton Government Center, 999 Broad Street, Bridgeport, Connecticut 06604.

Proof of Insurance —All policies will be evidenced by an original certificate of insurance, declarations page and applicable policy endorsement(s) delivered to the City of Bridgeport and authorized and executed by the insurer or a properly-authorized agent or representative reflecting all coverage required, all such documents required to be delivered to the City of Bridgeport prior to any work or other activity commencing under this agreement.

Additional insured—The Contractor will arrange with its insurance agents or brokers to name the City of Bridgeport, its elected officials, officers, department heads, employees and agents on all liability policies of primary and excess insurance coverages as additional insured parties **BY POLICY ENDORSEMENT** and as loss payee with respect to any damage to property of the City of Bridgeport, as its interest may appear. The undersigned shall submit to the City of Bridgeport upon commencement of this agreement and periodically thereafter, but in no event less than once during each year of this agreement, evidence of the existence of such insurance coverages in the form of original Certificates of Insurance. Such certificates shall designate the City of Bridgeport in the following form and manner:

"City of Bridgeport, its elected officials, officers, department heads, employees, agents, servants, successors and assigns ATIMA
Margaret E. Morton Government Center
999 Broad Street, 2nd Floor
Bridgeport, Connecticut 06604"

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(e)      Sole Remedy. THIS SECTION 9 SETS FORTH CLIENT'S SOLE REMEDIES AND INTERPERSONAL FREQUENCY'S SOLE LIABILITY AND OBLIGATION FOR ANY ACTUAL, THREATENED, OR ALLEGED CLAIMS THAT THE SAAS SERVICES INFRINGE, MISAPPROPRIATE OR OTHERWISE VIOLATE ANY INTELLECTUAL PROPERTY RIGHTS OF ANY THIRD PARTY. IN NO EVENT WILL INTERPERSONAL FREQUENCY BE LIABLE FOR DIRECT DAMAGES UNDER THIS SECTION 9 IN EXCESS OF THE LIMITATION OF LIABILITY AMOUNT SET FORTH IN SECTION 10 BELOW.

## 11.      Limitations of Liability.

IN NO EVENT WILL INTERPERSONAL FREQUENCY BE LIABLE UNDER OR IN CONNECTION WITH THIS AGREEMENT UNDER ANY LEGAL OR EQUITABLE THEORY, INCLUDING BREACH OF CONTRACT, TORT (INCLUDING NEGLIGENCE), STRICT LIABILITY AND/OR OTHERWISE, FOR ANY: (a) CONSEQUENTIAL, INCIDENTAL, INDIRECT, EXEMPLARY, SPECIAL, ENHANCED, OR PUNITIVE DAMAGES; (b) INCREASED COSTS, DIMINUTION IN VALUE OR LOST BUSINESS, PRODUCTION, REVENUES, OR PROFITS; (c) LOSS OF GOODWILL OR REPUTATION; (d) USE, INABILITY TO USE, LOSS, INTERRUPTION, DELAY OR RECOVERY OF ANY DATA OR BREACH OF DATA OR SYSTEM SECURITY; OR (e) COST OF REPLACEMENT GOODS OR SERVICES, IN EACH CASE REGARDLESS OF WHETHER INTERPERSONAL FREQUENCY WAS ADVISED OF THE POSSIBILITY OF SUCH LOSSES OR DAMAGES OR SUCH LOSSES OR DAMAGES WERE OTHERWISE FORESEEABLE. IN NO EVENT WILL INTERPERSONAL FREQUENCY'S AGGREGATE LIABILITY ARISING OUT OF OR RELATED TO THIS AGREEMENT UNDER ANY LEGAL OR EQUITABLE THEORY, INCLUDING BREACH OF CONTRACT, TORT (INCLUDING NEGLIGENCE), STRICT LIABILITY AND/OR OTHERWISE EXCEED THE TOTAL AMOUNTS PAID TO INTERPERSONAL FREQUENCY BY CLIENT UNDER THIS AGREEMENT DURING THE SIX (6) MONTH PERIOD PRECEDING THE EVENT GIVING RISE TO SUCH CLAIM(S).

## 12.      Term and Termination.

(a)      Term. The initial term of this Agreement begins on the Effective Date and, unless terminated earlier pursuant to this Agreement's provisions, will continue in effect until the one-year anniversary of such date (the "Initial Term"). This Agreement will automatically renew for two successive one-year terms unless earlier terminated pursuant to this Agreement's provisions or unless and until either Party gives the other Party written notice of non-renewal at least ninety (90) days prior to the expiration of the then-current term (each a "Renewal Term" and together with the Initial Term, the "Term"). After the Renewal Term, this Agreement will continue for an unlimited number of additional successive one year terms or mutually agreed upon term ("Extension Term") unless earlier terminated pursuant to this Agreement's provisions or unless and until either Party gives the other Party written notice of non-renewal at least ninety (90) days prior to the expiration of the then-current term. For the avoidance of doubt, neither Party has the right of termination of this Agreement for convenience and I.F. shall be entitled to all Fees and charges accruing throughout the Term hereof.

(b)      Termination. In addition to any other termination right set forth in this Agreement:

(i)      I.F. may terminate this Agreement, effective on written notice to Client, if Client: (A) fails to pay any Fees or other amounts when due hereunder, and such failure

continues for more than sixty (60)days after I.F.'s delivery of written notice thereof; or (B) Client or any Authorized User breaches any of its respective obligations under Section 2(c), Section 2(e) or Section 6; or

(ii)     Either Party may terminate this Agreement, effective on written notice to the other Party, if the other Party materially breaches this Agreement, and such breach: (A) is incapable of cure; or (B) being capable of cure, remains unaddressed for thirty (30) days and uncured for sixty (60) days after the non-breaching Party provides the breaching Party with written notice of such breach; or

(iii)    Either Party may terminate this Agreement, effective immediately upon written notice to the other Party, if the other Party: (A) becomes insolvent or is generally unable to pay, or fails to pay, its debts as they become due; (B) files or has filed against it, a petition for voluntary or involuntary bankruptcy or otherwise becomes subject, voluntarily or involuntarily, to any proceeding under any domestic or foreign bankruptcy or insolvency law; (C) makes or seeks to make a general assignment for the benefit of its creditors; or (D) applies for or has appointed a receiver, trustee, custodian, or similar agent appointed by order of any court of competent jurisdiction to take charge of or sell any material portion of its property or business;

(iv)    Client may terminate if insufficient funds are available in Client's dedicated budget allocation for the next budget year to pay the required Fee for the next Renewal Term and the funds to pay such Fee are otherwise not available by any lawful means whatsoever, then Client may non-appropriate the funds to pay the Fee for the next Renewal Term. Such non-appropriation shall be evidence by the passage of an ordinance or resolution by the governing body of the Client specifically prohibiting the Client from performing its obligation under this Agreement and from using any moneys to pay the Fee due under this Agreement for a designated budget year and all subsequent budget years. If Client non-appropriates, then all obligations of the Client under this Agreement regarding Fees for all remaining Renewal Terms shall be terminated at the end of the then current Initial Term or Renewal Term without penalty or liability to the Client of any kind.

(c)     Effect of Expiration or Termination. Upon expiration or earlier termination of this Agreement, Client and all Authorized Users shall immediately discontinue any and all use of the I.F. IP and, without limiting Client's obligations under Section 6, and subject to Section 3(e), Client shall delete, destroy, or return all copies of the I.F after ninety (90) days. IP and certify in writing to the I.F. that the I.F. IP has been deleted or destroyed. No expiration or termination will affect Client's obligation to pay all Fees or other amounts that may have become due before such expiration or termination, or entitle Client to any refund thereof or thereto.

(d)     Survival. This Section 11(d) and Sections 1, 5, 6, 7, 8(b), 9, 10 & 12 survive any termination or expiration of this Agreement. No other provisions of this Agreement survive the expiration or earlier termination of this Agreement.

13.    Miscellaneous.

(a)     Entire Agreement. This Agreement, together with the MSA and any and all other Exhibits and documents incorporated herein by reference, constitute the sole and integrated agreement

of the Parties with respect to the subject matter hereof and supersedes all prior and contemporaneous understandings, agreements, and representations and warranties, both written and oral, with respect to such subject matter. In the event of any conflict or inconsistency between the terms of this Agreement, the MSA, the related Exhibits, and any other documents incorporated herein by reference, the following order of precedence shall govern such conflict or inconsistency: (i) first, the MSA; (ii) second, this Agreement, excluding its Exhibits; (iii) third, the Exhibits to this Agreement (unless and to the extent they expressly override any provisions of the MSA or this Agreement); and (iv) fourth, any other documents incorporated herein by reference (unless and to the extent they expressly override any provisions of the MSA or this Agreement).

(b)     Notices. All notices, requests, consents, claims, demands, waivers and other communications hereunder (each, a "Notice") must be in writing and addressed to the Parties at the addresses set forth on the first page of this Agreement (or to such other address that may be designated by the Party giving Notice from time to time in accordance with this Section). All Notices must be delivered by personal delivery, nationally recognized overnight courier (with all fees prepaid), facsimile or by email (with confirmation of transmission) or certified or registered mail (in each case, return receipt requested, postage prepaid). Except as otherwise provided in this Agreement, a Notice is effective only: (i) upon receipt by the receiving Party; and (ii) if the Party giving the Notice has complied with the requirements of this Section.

(c)     Force Majeure. In no event shall I.F. be liable to Client or any Authorized User, or be deemed to have breached this Agreement, for any failure or delay in performing its obligations under this Agreement (except for any obligations to make payments), if and to the extent such failure or delay is caused by any circumstances beyond I.F.'s or any Cloud Provider's reasonable control, including but not limited to acts of God, flood, fire, earthquake, explosion, war, terrorism, invasion, riot or other civil unrest, strikes, labor stoppages or slowdowns or other industrial disturbances, or passage of law or any action taken by a governmental or public authority, including imposing an embargo.

(d)     Amendment and Modification; Waiver. No amendment to or modification of this Agreement is effective unless it is in writing and signed by an authorized representative of each Party. No waiver by any Party of any of the provisions hereof will be effective unless explicitly set forth in writing and signed by the Party so waiving. Except as otherwise set forth in this Agreement, (i) no failure to exercise, or delay in exercising, any rights, remedy, power or privilege arising from this Agreement will operate or be construed as a waiver thereof, and (ii) no single or partial exercise of any right, remedy, power, or privilege hereunder will preclude any other or further exercise thereof or the exercise of any other right, remedy, power or privilege.

(e)     Severability. If any provision of this Agreement is invalid, illegal, or unenforceable in any jurisdiction, such invalidity, illegality, or unenforceability will not affect any other term or provision of this Agreement or invalidate or render unenforceable such term or provision in any other jurisdiction. Upon such determination that any term or other provision is invalid, illegal, or unenforceable, the Parties shall negotiate in good faith to modify this Agreement so as to effectuate their original intent as closely as

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possible in a mutually acceptable manner in order that the transactions contemplated hereby be consummated as originally contemplated to the greatest extent possible.

(f) Governing Law; Submission to Jurisdiction. This Agreement is governed by and construed in accordance with the internal laws of the Connecticut without giving effect to any choice or conflict of law provision or rule that would require or permit the application of the laws of any jurisdiction other than those of the Connecticut. Any legal suit, action, or proceeding arising out of or related to this Agreement or the licenses granted hereunder shall be instituted exclusively in the federal courts of the United States or the courts of the Connecticut in each case located in the city of Bridgeport, Connecticut and the County of Fairfield, and each Party irrevocably submits to the exclusive jurisdiction of such courts in any such suit, action, or proceeding. If this Section should conflict with or be inconsistent with the governing law, jurisdiction and venue clause of the MSA, the provisions of the MSA shall govern.

(g) Assignment. Client may not assign any of its rights or delegate any of its obligations hereunder, whether voluntarily, involuntarily, by operation of law or otherwise, without the prior written consent of I.F. Any purported assignment or delegation in violation of this Section will be null and void. No permitted assignment or delegation will relieve the assigning or delegating Party of any of its obligations hereunder. This Agreement is binding upon and inures to the benefit of the Parties and to the benefit of their respective permitted successors and assigns.

(h) Export Regulation. The SaaS Services utilize software and technology that may be subject to U.S. export control laws, including the U.S. Export Administration Act and its associated regulations. Client shall not, directly or indirectly, export, re-export or release the SaaS Services or the underlying software or technology to, or make the SaaS Services or the underlying software or technology accessible from, any jurisdiction or country to which export, re-export or release is prohibited by law, policy, rule or regulation. Client shall comply with all applicable federal laws, regulations, and rules, and complete all required undertakings (including obtaining any necessary export license or other governmental approval), prior to exporting, re-exporting, releasing, or otherwise making the SaaS Services or the underlying Software or technology available outside the U.S.

(i) U.S. Government Rights. The Software and Documentation tools, components or functionalities comprising the SaaS Services constitute a "commercial item" as defined at 48 C.F.R. § 2.101, consisting of "commercial computer software" and "commercial computer software documentation" under 48 C.F.R. § 12.212. Accordingly, if Client is an agency of the U.S. Government or any contractor therefore, Client only receives those rights with respect to the SaaS Services and Documentation as are granted to all other end users in accordance with (a) 48 C.F.R. § 227.7201 through 48 C.F.R. § 227.7204, with respect to the Department of Defense and their contractors, or (b) 48 C.F.R. § 12.212, with respect to all other U.S. Government agencies, users and their contractors.

(j) Equitable Relief. Each Party acknowledges and agrees that a breach or threatened breach by such Party of any of its obligations under Section 6 or, in the case of Client, Section 2(c), would cause the other Party irreparable harm for which monetary damages would not be an adequate remedy and agrees that, in the event of such breach or threatened breach, the other Party will be entitled to

equitable relief, including a restraining order, an injunction, specific performance and any other relief that may be available from any court, without any requirement to post a bond or other security, or to prove actual damages or that monetary damages are not an adequate remedy. Such remedies are not exclusive and are in addition to all other remedies that may be available at law, in equity or otherwise.

(k)    Counterparts; Electronic Execution. This Agreement may be executed in counterparts, each of which is deemed an original, but all of which together are deemed to be one and the same agreement. This Agreement may be executed in electronic form (or signed and scanned into electronic form) and shall be just as valid and enforceable as any original wet-ink signed version thereof.

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IN WITNESS WHEREOF, the Parties hereto have executed this Agreement as of the Effective Date.

Approved and Accepted By:

Interpersonal Frequency LLC                         CLIENT


By: _____          By: _____
Harish R. Rao, CEO                                  City of Bridgeport, CT


Title: _____          Title: _____
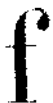

Date: _____          Date: _____


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# EXHIBIT A: STATEMENT OF WORK

To be attached.

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# EXHIBIT B: PREMIER SERVICE LEVEL AGREEMENT; SUPPORT & MAINTENANCE TERMS

This Service Level Agreement is integrated into and made a part of the Agreement and outlines the level of service that I.F. will provide in the event of outages, standard maintenance, scheduled maintenance and other issues with Client's hosted website.

Interpersonal Frequency (I.F.) will provide Client with our Fulcrum cloud server based SaaS hosting, managed Drupal (version 7, 8, or 9) CMS, necessary technical and support infrastructure, and the service levels detailed on the following pages, for a single website (or websites defined in Exhibit A). Domain Name Services (DNS), domain name registration fees, and security certificates for encrypted communication are not included (with the exception of LetsEncrypt.org automated certificates provisioned by I.F.). Additional websites or sub-domains not specified in Exhibit A are excluded and will be removed or suspended if detected unless previously authorized by I.F. in writing.

## Fulcrum Cloud Services: Managed Hosting with Drupal CMS Care

The following sections cover Standard Maintenance, Scheduled Maintenance and Emergency Maintenance of the SaaS Services. With certain exceptions described below, each of these forms of maintenance are included with your Fulcrum SaaS subscription over the period specified.

### Standard Maintenance

This is routine and necessary maintenance that is done in a way that does not interfere with Client's normal web server operations. This type of maintenance is done on a regular basis. I.F. prioritizes such maintenance based on Client's needs each month and may include:

- examining and rotating server and web log files
- checking automated backups, both of the site & database(s)
- applying standard operating system security patches
- applying standard operating system bug fixes
- applying infrastructure layer patches (PHP, cache, db, etc.)
- applying standard Drupal core CMS security updates
- applying standard Drupal module security updates
- disabling unused accounts, such as those unused for more than 60 days.

In the event there are critical patches that affect our operational security, either at the operating system level or at the Drupal CMS level, I.F. may elect to patch those components through our standard maintenance process at any time in our discretion. However, these are typically part of our Scheduled Maintenance (see below). Standard maintenance covers application and database issues. Backups are done automatically, with a typical minimum of one backup per day (and hourly on the production database).

I.F. follows best practices for installing maintenance updates regularly on the test/staging server first before "pushing" these updates to the live servers. I.F. may request Client to review updates on the testing environment prior to going live. We reserve the right to deploy these types of patches without

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Client review.


## Scheduled Maintenance: Covered by Separate I.F. Support Plan

Scheduled Maintenance is a higher level of maintenance, where I.F. engineers make preventive or corrective modifications to the configuration of the server or web applications (e.g., Drupal CMS). SCHEDULED MAINTENANCE AS DESCRIBED BELOW IS NOT INCLUDED IN OUR FULCRUM SAAS SUBSCRIPTION. Scheduled maintenance is often part of an (optional) I.F. support plan. In any event, YOU ARE REQUIRED TO PERFORM (OR ALLOW TO BE PERFORMED) SCHEDULED MAINTENANCE, including but not limited to the tasks below. Failure to do so means we may suspend your service to ensure overall system integrity or security.

Tasks include, but are not limited to:
- applying Drupal CMS module updates
- applying Drupal minor version upgrades (e.g., Drupal 8.1 to Drupal 8.2)
- applying patches to custom software / applications, including custom Drupal Modules and third-party applications
- upgrading server software packages, including major "dot releases" (e.g., significant PHP version upgrades)
- major modifications to cloud server configuration (e.g., adding RAM/memory)
- major modifications to the operating system

Because such maintenance tasks are inherently riskier, these tasks are normally scheduled to occur outside of regular operating hours (see below). I.F. normally provides at least two days' notice to affected clients for Scheduled Maintenance. Such maintenance down time does not count against our uptime guarantee. This policy exists to protect our client's interests and the integrity of the software and hardware installation. A client may request that scheduled maintenance occur during business hours if the maintenance is specific to the client or on a Fulcrum dedicated subscription; if this is requested, we require our clients to submit a notice via our support intake system to confirm, as this is outside of I.F.'s policy. I.F. reserves the right to conduct scheduled maintenance at any time, in its discretion, should overall system stability be threatened.

## Emergency Maintenance

Emergency Maintenance is performed by I.F. engineers in the event of a "Critical-High-Urgent" emergency, see definition under <u>Response Time Goals</u> section below. There are two types of emergencies: controllable and uncontrollable.

- <u>Controllable emergencies</u> are emergencies where our client commits an error that is largely preventable. Examples of such errors include but are not limited to bypassing restrictions of the CMS; client engineers performing code updates that were not tested and/or not operating from the "<u>Clients Who Code</u>" instructions; uploading very large files that are not optimized for the web; DNS changes made without at least two (2) advance day notification to I.F.; or denying the installation of a required security patch; errors caused by third-party APIs.

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- <u>Uncontrollable emergencies</u> are emergencies that are largely out of the control of either the client or I.F., such as a break in internet connectivity or Distributed Denial-of-Service condition.

Both types of emergencies are covered by I.F. SLA response times (see below).

## Hours of Operation

Interpersonal Frequency uses servers and resources solely in the continental United States of America, except for any Content Delivery Network (CDN) we may provide. The client is required to contact I.F. via authorized means for the response time commitments to apply: via the support intake system or toll-free phone number with a logged ticket. I.F. representatives will respond to non-critical client requests for support within 1 hour during business hours, and by 9 a.m. ET the next business day for non-critical requests submitted outside of business hours. See our response time goals below. Business hours for I.F. are Monday - Friday, excluding Federal holidays, 9am ET - 5pm ET for our U.S. clients based in the Eastern or Central time zones, and 9am – 5pm PT for customers in the Mountain or Pacific time zones.

## Getting Support for Fulcrum SaaS or for I.F. Support Plans

In order to obtain support, an authorized contact must request support via the support intake system (preferred) or, in an emergency, call toll-free 844-311-iFiF. You must always first make use of our dedicated toll-free telephone number and/or support intake system prior to calling any individual I.F. employees for our SLA commitments to apply. We make use of ticket tracking software to assist in tracking service requests. I.F. will release information and perform work requested to only to designated, pre-authorized individuals at each client. It is the client's responsibility to update I.F. with the correct authorized users, to include email address and mobile numbers, by having an existing authorized contact email I.F. support at the address above with any changes.

### Uptime Commitment and Exclusions

Subject to the provisions of Section 3 (as to our Cloud Provider) and the other terms and conditions of the Agreement, our goal is for our SaaS hosting environment to provide an uptime of 99.95% for public (anonymous) site users and 99.9% for content editors/administrators on a rolling ninety-day basis. These guarantees exclude any Cloud Provider exclusions plus the following conditions:

- Scheduled maintenance;
- Issues caused by user error or by client-specific third-party integrations including controllable emergencies (see definition below);
- Denial-of-Service (DoS) conditions. DoS is defined as a condition where total inbound bandwidth to our CDN (if applicable) or Fulcrum origin servers unexpectedly (i.e., without notifying I.F. support 24 hours in advance) exceeds 120% of the previous 30-days' 90th percentile bandwidth, measured in Gbps;
- DoS-like conditions caused by a customer's unauthorized or inadvertent actions, including but not limited to penetration testing of Fulcrum systems ("pentesting") or other customer error such as excessive queries by an external service or insufficient operating limits of a Client-provided Third-Party service;
- External conditions which exceed normal and allocated operating limit;

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- DNS (domain name server) issues, including customer DNS downtime;
- Previously unauthorized testing, scanning, port-scanning, and client security testing; you must notify I.F. one week (5 business days) in advance to conduct such testing, and such testing is subject to I.F. Cloud Provider and I.F. approval at its sole discretion.

I.F. shall have the right, in its sole discretion, to ban IP addresses and/or restrict traffic in order to maintain system stability if any of the above are detected or if the Cloud Provider takes any other remedial actions permitted under its terms of service. Our uptime commitment is only in effect if payment(s) for hosting are up-to-date. Optional Apache Solr or Elasticsearch service which may be included in your Premier Fulcrum hosting are excluded from our uptime commitment.

## Emergency Service Conditions

This Agreement includes the following levels of emergency service:

- Uncontrollable emergencies: Subject to any constraints or limitations imposed by our Cloud Provider, I.F. will work to mitigate or fix any issues caused by increased traffic, denial-of-service attack, or other server or network based issues as quickly as possible. There is no additional charge above the standard monthly fee agreement so long as these issues are not caused by any change from the client or its contractors who have been authorized to work on Fulcrum Cloud Services or-related third party systems.
- Controllable emergencies: Subject to any constraints or limitations imposed by our Cloud Provider, a controllable emergency is any issue that could be corrected through the regular management admin interface and related web based interfaces available to the client. This includes, but is not limited to, issues that could be corrected by un-publishing content due to formatting issues, poorly formatted database queries caused by non-I.F. engineers on database(s), programming errors introduced by the client or by third-party tools and APIs integrated with the clients' website, or site usage/bandwidth exceeding allocated amounts (defined below), and unavailability relating to malware, viruses, Trojan horses, and/or malicious code that was introduced by the client directly or indirectly, and client DNS outage or usage of the site as a file server.

I.F. technicians will respond to "Critical/High/Urgent" emergencies (see definitions under "Response Time Goals" section below) issues within 1 (one) hour during regular business hours. You must notify us if you detect an issue via the modes identified in the earlier "Getting Support for Fulcrum SaaS or for I.F. Support Plans" section for our response times to apply. I.F. strives to respond more quickly than these time frames; these are our minimum commitments. I.F. engineers will determine if an outage or issue is an uncontrollable or controllable emergency based on overall hosting system availability for all I.F. clients; if no other clients are experiencing related or similar issues, we will preliminarily judge the issue to be "controllable." In any case, our first priority is to resolve any critical or emergency issues. After resolution, I.F. will perform a "root cause" analysis, which will provide information on why the failure occurred and how to prevent it in the future. If necessary, the root cause analysis will also judge the critical or emergency issue as "controllable" or "uncontrollable."

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## Response Time Goals

| Criticality | Description | Response Time | Resolution Time Objective |
|---|---|---|---|
| Critical - High - Urgent | The production environment is unavailable for a large number of anonymous users or authenticated users or the Client's business operations are severely impacted with no available workaround. | Under 1 hour | 1 hour |
| Medium | The production environment is operating but an issue is causing disruption of business operations and any workarounds are insufficient; dev/testing/train environment are severely degraded affecting authenticated user access (e.g., content authors, developers). | 1 hour during business hours; 2 hours otherwise | 4 business hours |
| Low | All environments are operating, but the issue is inconveniencing a minority of public or authenticated users | 2 hours during business hours; next business morning otherwise | 5 business days |

The above service response times and Recovery Time Objectives are our commitments, subject only to any constraints or limitations imposed by our Cloud Provider. I.F. makes every commercially reasonable effort to respond and resolve issues as quickly as possible. In general, we can respond to most Critical systems issues within five minutes.

During weekends, US Federal holidays, and evening hours, an emergency response fee of $500 will be charged per incident and added to your hosting invoice should the incident be deemed a controllable emergency. This is in addition to any regular fees you pay for hosting. There is no charge (above the standard fee) for non-emergency issues responded to during normal business hours.

Escalation: In case of any kind of emergency issue that causes an outage, we automatically escalate to a supervising engineer after one hour (or faster if no relevant issues are seen). If the senior engineer cannot find the cause after one hour, it will be escalated to the network provider and, if necessary, the Cloud Provider.

Monitoring: I.F. uses commercially reasonable means to monitor our Cloud Services performance and Client site status. IT IS YOUR RESPONSIBILITY TO REPORT ISSUES TO I.F. VIA THE PREVIOUSLY DEFINED EMAIL AND/OR PHONE NUMBER FOR OUR SERVICE COMMITMENTS TO APPLY. These systems automatically notify us of many possible issues. We reserve the right to deactivate or discontinue the use of any/all I.F. monitoring or alarms caused by intermittent issues unresolved by the Client, including Client DNS issues or API-limit issues causing throttling of Client-provided Third Party Services, at any time and suspend our uptime guarantee until such issues are remediated by the Client to the satisfaction of I.F, in

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its sole judgement.

## Service Credit

I.F. strives to ensure that all the web properties we manage are accessible at all times. There are circumstances, both in and outside of our control that may cause interruptions of service. Our systems are monitored 24 hours a day through automated systems continuously, and our technicians are paged immediately upon any monitoring alerts. Should we be alerted to a problem, we will begin work during business hours and continue to work beyond regular business hours with no extra charge to Client. In the unlikely event that we are unable to meet our response time guarantee or our server uptime guarantee for reasons within our control (excluding those caused by Cloud Provider), I.F. will credit a pro rata amount. The amount of proration will be based on the formula: (Fulcrum Managed Cloud Hosting Yearly Fee) / 12 (i.e., number of months in a year) = amount of Service Credit. The Service Credit will exclude any fee paid for non-Fulcrum items (e.g., Drupal Support hours/tickets, if applicable, the pro rata bundled cost of a Voice of Citizen® subscription, CDN subscription). This service credit will be issued against a subsequent hosting invoice (e.g., the next quarter or year depending on your billing setup). If the issue is an uncontrollable emergency and we fail to respond in within our Response Time, we will also not assess any emergency response fee. We will measure the total time of failure using our internal monitoring system. One such service credit is available per each one-year subscription period.

# Infrastructure, Scaling, and Redundancy

We provide redundancy through I.F. and the Cloud Provider's architecture, and both I.F. and the Cloud Provider each maintain automated tools to facilitate recovery where redundancy is not feasible. We engage Cloud Providers with a cloud server footprint in multiple data centers to facilitate restoration in the event of a datacenter-level failure. We urge you to use redundant providers for upstream services like DNS which Fulcrum Cloud Services rely upon.

## Database and File size

Client website's (database and files) are limited in space (detailed in the Fulcrum hosting quote you will receive and/or in Exhibit A Statement of Work). Client will be notified if more space is required and billed for at then prevailing rates. The maximum file size permitted on our Fulcrum Cloud Services is 256MB; we recommend files no larger than 15MB hosted on our systems for optimal performance. Some clients will receive the (optional, extra fee) Fulcrum Large File Uploads feature; for such clients, the maximum file size permitted is 5GB.

## Page Views & Bandwidth

Web hosting includes up to a defined maximum per month (see your Fulcrum hosting quote or Exhibit A Statement of Work), and consistent overage in page views will require additional hosting fees. In addition, total bandwidth transfer to Fulcrum origin servers is limited to 2TB (both inbound and outbound) each month. Our optional CDN/WAF/DDoS Third-Party service has virtually unlimited bandwidth for public / anonymous users included. We reserve the right to manage traffic across our upstream networks to protect our operations, including restricting traffic and/or IPs. VIDEOS ARE NOT ALLOWED TO BE HOSTED DIRECTLY ON OUR FULCRUM ARCHITECTURE; WE REQUIRE OUR CLIENTS TO USE A THIRD PARTY SERVICE (E.G., YOUTUBE) FOR VIDEO FILES. Should peak usage conditions require I.F. to horizontally or vertically

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scale origin server resources, I.F. will provision necessary resources to protect system integrity and invoice the Client at our cost + 20%.

## Backups

Fulcrum automatically makes encrypted hourly backups of content, and encrypted daily backups of file information and code repositories on production ("live") systems. Data restoration requests must be made to I.F. support via email and will be prioritized accordingly. Excessive requests (beyond one such request per calendar month) shall be billed at the then-prevalent DevOps engineering rate per quarter-hour thereof. Non-production environment backups (e.g., for development, testing, or training servers) are done daily. The client can elect to make and download a backup at any time in any environment via Fulcrum GUI. You may download any backup at any time to your own systems. Retention of backups from production and other environments is on a rolling 7-day basis, with the oldest backups automatically deleted. Clients may elect, contingent on an extra fee, for the Fulcrum 6 Month backup retention feature. For such clients, one (1) weekly backup is preserved each week for 6 Months, on a rolling basis, and beyond the normal 7-day basis retention.

## Infrastructure

The collective infrastructure of I.F. and its Cloud Provider provides burst capacity to millions of anonymous users, which will be able to handle the typical traffic on the client's website. The hosting fee includes security updates for the Drupal CMS but not major/minor revision upgrades (e.g., Drupal version 7 to Drupal version 8). Such upgrades are handled via an optional I.F. support plan if desired. Our fee does include I.F. or Cloud Provider hosting infrastructure upgrades (e.g., hardware, operating system, etc.) as needed. I.F. reserves the right to adjust cache times (i.e., content publishing cache) to ensure client site operability.

## Voice of Patron®/Voice of Citizen® SaaS analytics service

Premier SLA customers may receive a subscription to our Voice of Patron® (for public libraries) or Voice of Citizen® (for civic government) service, with semi-annual reporting (i.e., two (2) reports per year) and insights collection, included with their Fulcrum SaaS subscription. This technology collects analytics about your web users via an active (survey)-based system and passive (behavioral/clickstream) system. Please see related Privacy Policy and Terms of Service.

## Drupal Support from our Solutions Engineering Team

In addition to Drupal CMS Care, which is a part of our Fulcrum SaaS services, we may provide you with an I.F. Support contract. Support Contract tickets/hours are separate from Drupal CMS maintenance services. However, you will contact the I.F. Solutions Engineering Team through our support intake system as you would for Fulcrum-related questions. Drupal Support contract response times are different than Fulcrum cloud services response times and negotiated separately as part of your Support contract.

This Service Level Agreement (SLA) is subject to change at any time, in our discretion, and such changes or amendments will automatically apply to the Agreement and to this Exhibit B.

# Disaster Recovery

I.F. provides superior service level guarantees on network uptime, infrastructure availability and server failure replacements, subject to the terms of use of our Cloud Provider. These high level service commitments are augmented with a high- availability backup placed in a separate data center of the Cloud Provider.

## Network Outage Scenario

In the event of a prolonged network outage does not prevent us from, and at Client's written request, I.F. will move the client web site / systems to another facility. The website and data will be recovered from the most recent available known-good backup of the site, and moved to a separate hosting provider once the new infrastructure has been made available to I.F. engineers. Migration to the new Cloud Provider or alternative facility will be billed at the then current I.F. billing rates (if an I.F. support plan is not already in place), and the hosting costs of the new servers are the responsibility of the client.

## Severe Cloud Server or Infrastructure Failure Scenario

In the event of a severe server or infrastructure failure whereupon the client's website or applications are rendered unreachable, subject to any constraints or limitations imposed by our Cloud Provider, I.F. will restore the clients' website from the most recent "good" backup upon provisioning by I.F. of new servers. This will be done at no additional charge to the client so long as it is not the result of a controllable emergency issue, as defined above.

## Data Center Disaster Scenario

In the unlikely event of a natural or man-made disaster that disables the entire data facility within which our clients' website(s) reside, subject to any constraints or limitations imposed by our Cloud Provider, I.F. will restore the client's web site, at the client's request, to an unaffected data center, assuming that the backup is recoverable from the affected data facility. (I.F. standard policy is to have one backup of a client's website and data in a physically separate facility from the main facility.) Migration to a new Cloud Provider or Cloud Provider hosting facility will be billed at then-current I.F. billing rates, and the hosting costs of the new servers are the responsibility of the client. The client's website may be restored from a backup to a secondary Cloud Provider site at no charge.

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## Security for Fulcrum Cloud Services & SaaS Services

Fulcrum is designed specifically as an enterprise government Drupal web platform and uses a security first approach. Subject to the terms of use of our Cloud Provider, Fulcrum provides a secure platform where I.F. customers may develop and maintain highly-available, secure websites. Subject to the terms of use of our Cloud Provider, I.F. manages, monitors, and secures the environment where our customer websites run including the operating system and LEMP (Linux, Nginx, MySQL, PHP) stack and network layers. Additionally, I.F. provides tools to manage this system.

Subject to the terms of use of our Cloud Provider, I.F. will protect our customers' Drupal installation with secure infrastructure, appropriately configured access to resources, and industry-leading best practices around updates and managing data. Fulcrum provides:

- Docker-container based architecture, wherein every component is isolated and treated from a least-trust model where possible
- Denial of Service Protection via Third-Party product DDoS protection (optional), WAF, and Amazon AWS load balancer/IP means
- Automated security monitoring on the Fulcrum origin servers
- HTTPS with End-to-end encryption (the client is responsible for providing security certificate(s) unless LetsEncrypt.org service is used, as recommended)
- IP-whitelisting via Fulcrum Zuul, Fulcrum Streamlined Whitelist (FSW) and optional MFA (multi-factor access)
- Role-based permissions
- Automated encrypted backup and retention, including hourly backups of production environment database (Note: restoration requires a support ticket to I.F. support)
- Secure code and database access via version control and other means (Note: I.F. does not provide direct database access to Fulcrum SaaS Services)
- Secure Cloud Provider data centers that are SOC 2 Type II and/or ISO 27001 certified; optional GovCloud FISMA/FedRamp environment available though not recommended for I.F. non-U.S. Government customers).

The architecture is run as though no single component can be trusted by ensuring isolation between components. The Fulcrum infrastructure is built on a container-based architecture (Docker), which can be run in both the public cloud (AWS) as well as a private cloud environment (e.g., the clients' Tier 1 data center). Containers allow partitioning into isolated areas where individual applications (e.g., web server, Varnish cache, etc.) can run virtually independently. The Fulcrum infrastructure isolates resources while making it simple to scale and deploy updates across the entire infrastructure readily. We support encryption including TLS. The Fulcrum architecture uses the Amazon Aurora distributed file system in the cloud, leveraging either Amazon's Elastic File Store (EFS), or when configured in a client data center, GlusterFS bricks. Database services are also clustered, using Amazon's Aurora distributed database service (in the cloud) or MariaDB Galera Cluster in a client data center. Resources are accessed over encrypted channels using client-server authentication. Fulcrum core infrastructure will never be directly accessible by the public (and its BGP origin protected) by our optional CDN/WAF/DDoS service. This means that DDoS and other types of router-based attacks more difficult. All of these features combined together is

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why we (in conjunction with our Cloud Provider) can offer a 99.95% public uptime (must select optional CDN/WAF/DDoS service).

## Security Monitoring & Network Intrusion Protection

I.F. runs a multitude of automated and other checks in real time of its Fulcrum cloud-hosted environment, made available to our DevOps team via the Amazon Cloudwatch service. These systems allow logging and auditing of activities via monitoring tools like New Relic. I.F. uses AWS security groups and public/private key as the only way a Fulcrum admin can access a server for administration level access (command line access). Traffic is tunneled to origin servers, preventing circumvention of request validation, filtering, and caching. The public/private key security infrastructure runs for any services available from our Fulcrum GUI, Fulcrum Deploy, and Fulcrum Hinge workflow. At the container layer, our infrastructure detects and prevents unauthorized host access. Our logging infrastructure records the identity of blocked accounts for later investigation. Security logs from the servers are collected and analyzed.

## Denial of Service Protection

I.F. works with Amazon (or other Cloud Provider) and Third-Party CDN/WAF/DDoS product (if selected) to provide management of denial-of-service attacks, filtering ongoing attacks and isolating traffic streams through Cloud Provider load balancers for each production (live) site and the production environment. Our CDN/WAF/DDoS services (which are optional) include BGP origin protection, making it challenging for public users to uncover the Fulcrum origin IPs. Fulcrum is designed from the ground-up to mitigate malicious bot attacks. Our solution's optional CDN/WAF/DDoS provides significant protections against Botnet attacks (layer 3, 4, and 7 OSI-model attacks), as well as BGP origin protection. I.F. and its Cloud Provider defend, host and defend some of the largest government customers in the United States. We are confident of providing you a highly available platform should you select our Fulcrum with CDN/WAF/DDoS Cloud Services.

## Data Center Security

I.F.'s primary data centers are with Amazon Web Services (AWS), which provides 24/7 direct support on any issue. Access to data centers is granted though both keycard and biometric scanning protocols, and protected by round-the-clock surveillance monitoring. Every AWS data center employee undergoes a thorough background security check before hiring. The I.F. team does not have access to physical servers except those that may be provided by a client at a DR facility should you so choose (which is not a standard part of Fulcrum Cloud Services).

## I.F. Employee Administrative Access

We grant access according to least privilege. Authorized employees can interact with servers via a secure system without terminal access—and if they must, SSH-key based authentication is used (no direct SSH to Fulcrum SaaS is possible; a bastion server is used). All I.F. DevOps and Drupal engineering employees, including the core team and Drupal Solutions Engineers, have undergone rigorous background checks. Our team is chosen and trained specifically for the needs of security conscious U.S.-based government customers.

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## Releasing Patches and Updates

I.F. and its Cloud Provider manage each dedicated Fulcrum instance for large customers individually, including the patch and update schedule. I.F. and its Cloud Provider continually deploys new container and upgrades to the infrastructure in the background, including the latest supported kernel, OS, and packages. Containers are migrated to the updated instances automatically and the older systems are retired. I.F. uses Ansible & Chef to help automate server changes, update containers, and prevent human errors on system updates and configuration changes. Core CMS application updates and security patches are tested internally by the dedicated I.F. Drupal Solutions Engineering team before the client's staff is asked to verify; once verification is complete, you authorize the release to production (of Drupal application updates). We and our Cloud Provider reserve the right to deploy system and application patches to protect the integrity of the system at will. We will make reasonable efforts to seek your approval prior to patch deployment.

# Interpersonal Frequency Privacy Policy Effective: 9/1/2018

This Privacy Policy explains how information is collected, used and disclosed by Interpersonal Frequency (I.F.) with respect to the access and use of our systems and our SaaS services, including our Fulcrum Cloud Services and Voice of Citizen®/Voice of Patron® analytics and Aggregated Statistics. This Privacy Policy does not apply to any third-party websites, services or applications that you may access by or through our services and we advise you, as our Client, to review this Privacy Policy and implement any conforming changes in your own website Privacy Policy and/or user agreements.

FOR THE AVOIDANCE OF DOUBT, INTERPERSONAL FREQUENCY DISCLAIMS ANY AND ALL RESPONSIBILITY FOR THE TERMS AND CONDITIONS OF CLIENT'S PRIVACY, ONLINE COOKIE AND OTHER DATA PRIVACY AND PROTECTION POLICIES AND PROCEDURES (INCLUDING USER OPT-IN OR OPT-OUT FUNCTIONALITIES) APPLICABLE TO CLIENT'S WEB SITE AND/OR ANY OTHER PRODUCTS OR SERVICES, EVEN IF SUCH PRODUCTS OR SERVICES ARE ACCESSED OR USED BY OR THROUGH OUR SERVICES. WE ARE NOT IN A POSITION TO, AND OUR SERVICES DO NOT INCLUDE, ANY FORM OF PRIVACY IMPACT REPORT OR DATA PROTECTION IMPACT ASSESSMENT INVOLVING CLIENT'S BUSINESS, ITS OPERATIONS, ITS USER BASE AND/OR ITS MARKETING PRACTICES. NEVERTHELESS, I.F. WILL BE PLEASED TO COLLABORATE WITH CLIENT ON ANY OF THESE ISSUES OR CONSIDERATIONS ON SUCH TERMS AS MUTUALLY AGREED OUTSIDE THESE TERMS OR OUR AGREEMENT.

## Information We Collect

### Non-Personally-Identifying Information

Like most website operators, I.F. collects non-personally-identifying information of the sort that web browsers and servers typically make available, such as (but not limited to) the browser type, language preference, referring site, and the date and time of each visitor request. Depending on your service level (and specifically, if you are using the Voice of Citizen®/Patron® analytics platform), we may also collect information on behaviors of our clients' end users; for example, what links or pages they are visiting and how much time they spend on a page. The purpose in collecting non-personally identifying information is to better understand how our clients' web users utilize the website. We only collect such behavioral data with authorization from our client.

From time to time, I.F. may release non-personally-identifying information in the aggregate, e.g., by publishing a report on trends in the usage of its clients websites. You may choose to opt-out of participation in such aggregation. If you select to opt-out of participation in data-aggregation/benchmarking, and in fairness to our other clients, you will not be provided certain benchmark data about your website performance in comparison to others. I.F. also collects information like Internet Protocol (IP) addresses. I.F. does not use such information to identify its visitors, however, and does not disclose such information, other than under the circumstances described below.

### Personally-Identifying Information

Certain visitors to I.F.'s websites choose to interact with I.F. Cloud Services & SaaS Services in ways that require I.F. to gather personally-identifying information (PII). The amount and type of information that I.F. gathers depends on the nature of the interaction. I.F. collects such information only insofar as is necessary or appropriate to fulfill the purpose of the visitor's interaction with I.F. or, more often, its Client's end users. I.F. does not disclose personally-identifying information other than as described below. Visitors can always refuse to supply personally-identifying information, with the caveat that it may prevent them from engaging in certain website-related activities. We do not knowingly collect personal information from children. If we learn that we have collected personal information of a child under 13, we will take steps to

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delete such information as soon as possible. We also provide our clients with methods to reduce the amount of PII collected; for example, through the use of an "exclude" tag in data submission or data display fields.

### Information Collected for Others

Through our services our clients can collect information about how their end users use their websites and certain third-party applications, as well as how those websites and applications are performing. Our technology also provides diagnostic predictions based on sophisticated machine learning algorithms. Our clients determine the types of data and information that is sent to I.F. for collection and analysis. The collection of this data and information by our clients is subject to their own privacy policy.

Because our clients have discretion to determine what data and information is collected about or from their users, our Privacy Policy does not apply to any end user data that we may collect, obtain, or access in connection with operating our services on behalf of our clients. We ask that our clients abide by all applicable laws, rules and regulations, including laws relating to privacy and data collection and post an online privacy policy that provides users with clear notice of its practices regarding data collection, use, and disclosure, however, we have no control over our clients' activities or the disclosures they make in their privacy policy.

We may analyze end user data and information in the aggregate for purposes of internal research and/or to determine overall trends or metrics concerning how users are engaging with websites and may report such general trends publicly, without disclosing any specific end user data and information.

### Cookies

Cookies are strings of information, generally a small text file that web browsers place on a web visitor's computer. I.F. makes use of cookies only for customers using our optional Voice of Citizen/Patron service. I.F. does not make use of cookies for its non-Voice of Citizen/Patron web hosting customers unless it is necessary for client-initiated diagnostic test purposes. In the event of cookie usage, I.F. uses both session-based and persistent cookies. Session cookies exist only during one session, and disappear when you close your browser. Persistent cookies remain on your computer after you close your browser or turn off your computer. Most internet browsers automatically accept cookies. However, you can instruct your browser, by editing its options, to stop accepting cookies or to prompt you before accepting a cookie from the websites you visit.

## How We Share the Information We Collect With Others

I.F. will not share personally-identifiable information about you to anyone, unless you instruct us to do so or if we notify you that the information you provide will be shared in a particular manner and you provide such information. If you are a Client of I.F. and have provided your email address, I.F. may occasionally send you an email to tell you about new features, solicit your feedback, or just keep you up to date with what's going on with I.F. and our products.

I.F. may disclose non-personally-identifying and personally-identifying information to its employees, contractors and affiliated organizations that (i) need to know that information in order to process it on I.F.'s behalf or to provide services available through I.F., and (ii) that have agreed not to disclose it to others. Some of those employees, contractors and affiliated organizations may be located outside of your home country; by using I.F.'s website and services, you consent to the transfer of such information to them.

Other than to its employees, contractors and affiliated organizations, as described above, I.F. discloses

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personally-identifying information only when (or if we believe we are) required to do so by law, or when I.F. believes in good faith that disclosure is reasonably necessary to protect the property or rights of I.F., third parties or the public at large. I.F. may also transfer and/or provide information about you in connection with an acquisition, sale of company assets, or other situation where customer and user information would be transferred as one of I.F. business assets.

We will share the data and information we collect for our clients with that organization. We do not share any specific end user data or information with individuals or with other companies, other than with the specific customer whose website transmitted the data and information to us. We may share information about our clients and their end users in anonymous and/or aggregated form with third parties for industry analysis, demographic profiling, research, analysis and other similar purposes.

## How to Access Your Information

Please contact the I.F. support via the I.F. support intake system to access your information or to contact an I.F. Research Analyst. Information will only be provided to Authorized Users.

## Security Measures We Take to Protect Your Information

I.F. and its Cloud Provider employ administrative, physical and electronic measures designed to protect your information from unauthorized access, however, despite these efforts, no security measures are perfect or impenetrable and no method of data transmission can be guaranteed against any interception or other type of misuse. We and our Cloud Provider use standard industry practices to help prevent unauthorized use of, access to or alteration of visitor and user information and hosted data. These practices include the appropriate use of firewalls, HTTPS encryption, limiting storage of financial information to a PCI compliant third party provider (if applicable to you), system redundancies, and hosting at a 24/7 secured, controlled environment. In the event that your personal information is compromised as a result of a breach of security, we will promptly notify you if your personal information has been compromised, as required by applicable law.

# Privacy Policy Is Subject to change

Any information that is collected is subject to our Privacy Policy in effect at the time such information is collected. I.F. may modify and revise its Privacy Policy from time to time. If we make any material changes to this policy, we will notify you of such changes by emailing a link to the updated privacy policy to the primary Authorized User on file for your account at least thirty (30) days prior to the change(s) taking effect. Your continued use of our services after any change in this Privacy Policy becomes effective will constitute your acceptance of such change(s).

# Terms of Service for Voice of Citizen® and/or Voice of Patron® SaaS

Effective: September 1, 2018

The following terms and conditions (the "Terms"), which are hereby incorporated into and made a part of our Agreement, govern the use of the services made available through Interpersonal Frequency's Voice of Citizen® (for our municipal and state government as well as not-for-profit customers) and/or Voice of Patron® service (for our library customers) (collectively, our "Services"), which are provided to Client ("you") subject to your compliance with these Terms and any other operating rules, policies and procedures (including, without limitation, I.F. Privacy Policy and Security Policy) set forth in our Agreement or published from time to time by Interpersonal Frequency. By accessing and/or using our Services, you are agreeing to be bound by these Terms and our Agreement, which constitute a binding legal agreement between us. In some cases, your use of certain services may be subject to additional terms, which will be presented to you when you sign up to use or engage in those services.

## Voice of Citizen® / Voice of Patron® Service

I.F. provides predictive analytics tools for collecting website survey (qualitative) and behavioral (quantitative) data for improving citizen (and/or patron) experience on our customer's websites. Our Services may change from time to time, or we may stop (permanently or temporarily) providing our Services (or any features therein) to you or to users generally. We reserve the right to create limits on access and use of the Services in our sole discretion.

We may make available certain software to install on your website(s) in order to access and use our Services. As long as you comply with these Terms and our Agreement, you have the right to install and use our software to access and use the Services for your own website(s). This non-exclusive, limited license, which may be terminated by I.F. at any time in its discretion, is for the sole purpose of enabling you to use the Services in the manner permitted by these Terms and our Agreement during the term thereof. You may not copy, modify, derive, distribute, sell, or lease our software or any part of our Services or included software, nor may you reverse engineer or attempt to extract the source code of our software, unless you have our written permission. Subject to the foregoing license, all right, title and interest in and to our software and Services is retained by Interpersonal Frequency.

## Acceptable Use Policies

### Use of the Services

You are responsible for your use of the Services and you agree that you will only use our Services in compliance with these Terms and our Agreement and all applicable laws and regulations.
Privacy

OUR PRIVACY POLICY IS FOR YOUR BENEFIT AND IS NOT DESIGNED TO APPLY DIRECTLY TO YOUR OWN WEB SITE OR TO YOUR RELATIONSHIP WITH YOUR USERS (INCLUDING AUTHORIZED USERS). YOU AGREE TO PUBLISH AND ABIDE BY AN APPROPRIATE PRIVACY POLICY (AND COOKIE POLICY) THAT ADEQUATELY AND TRANSPARENTLY DESCRIBES YOUR COLLECTION, USE, STORAGE AND SHARING OF ANY INFORMATION YOU COLLECT FROM THE USERS OF YOUR WEBSITE(S) USING THE SERVICES BASED ON WHATEVER LAWS AND REGULATIONS MAY APPLY TO YOU AND TO YOUR USE. YOU FURTHER AGREE TO COMPLY WITH ALL APPLICABLE LAWS RELATING TO YOUR COLLECTION, USE AND SHARING OF THE INFORMATION YOU COLLECT FROM USERS OF YOUR WEBSITE USING THE SERVICES. YOU WILL NOT (AND WILL NOT ALLOW ANY THIRD PARTY TO) USE OUR SERVICES TO TRACK OR COLLECT PERSONALLY

IDENTIFIABLE INFORMATION OR PERSONAL DATA OF USERS WITHOUT PROPERLY INFORMING YOUR USERS OF YOUR SPECIFIC DATA COLLECTION PRACTICES AND MEETING ALL OTHER APPLICABLE LAWS AND REGULATIONS.

## Enforcement

Without limiting any other remedies, I.F. has the right (though not the obligation) to, in I.F.'s sole discretion (i) refuse Services to or remove anything that, in I.F.'s reasonable opinion, violates any I.F. policy or is in any way harmful or objectionable, or (ii) terminate or deny access to and use of the Services to any individual or entity for any reason, in I.F.'s sole discretion.

## Unauthorized Activities

You may not do any of the following while using or accessing the Services:

- attempt to access the Services or download content from the Services through the use of any engine, software, scraping tool, agent, device or mechanism other than the software provided by us;
- access, tamper with, or use non-public areas of the Services, our computer systems, or the technical delivery systems of our providers;
- use the Services for the benefit of any third party or in any manner not permitted by these Terms or our Agreement;
- violate any applicable law or regulation; or
- encourage or enable someone to do any of the foregoing.

We reserve the right to access, read, preserve and disclose any information provided through the Services we reasonably believe is necessary to (i) satisfy any applicable law, regulation, legal process or governmental request, (ii) enforce this Agreement, including investigation of potential violations hereof, (iii) detect, prevent, or otherwise address fraud, security or technical issues, (iv) respond to user support requests, or (v) protect the rights, property or safety of I.F., our users and the public.

# Your Representations

You represent and warrant that (i) you have the necessary power and authority to enter into these Terms and our Agreement (if you are agreeing to these terms on behalf of your employer or other entity, you represent and warrant that you have full legal authority to bind your employer or such entity to these Terms and our Agreement) and (ii) your use of the Services will be in strict accordance with these Terms and our Agreement, the I.F. Privacy Policy, the applicable Acceptable Use Policy and all applicable laws and regulations (including without limitation any local laws or regulations in your country regarding online conduct and acceptable content and/or the transfer of personal data to the United States from the country in which you reside) and will not infringe, violate or misappropriate the rights of any Party, user or third party.

# Termination of Services

You can terminate your Service and these Terms (without termination of our Agreement) at any time by removing our software code from your website(s) or by providing notice of termination of these Terms to us. We reserve the right to terminate or suspend your access to any or all portions of the Services at any time, including your violation or breach of any of these Terms or out Agreement. Upon any such termination, all rights and licenses granted to you in these Terms (and in our discretion our Agreement) immediately end. If your account or access to our Services is terminated or suspended because you violated these Terms or our Agreement, you will not be entitled to any refund of any fees nor will any fees

be credited or reimbursed to you in any form and you will have no further right to access any of the foregoing.

## Refund Policy

There will be no refunds or credits for partial periods of service or refunds for months unused, nor can we append "unused service" to your account should you wish to reactivate in the future.

## Information and Intellectual Property Rights

I.F. may retain and use, subject to the terms of its Privacy Policy, information collected in your use of the Services (other than Client Data that continues to identify you). I.F. will not share information associated with you or your website with any third parties unless I.F. (i) has your permission; (ii) concludes that it is required by law or has a good faith belief that access, preservation or disclosure of such information is reasonably necessary to protect the rights, property or safety of I.F., our users or the public; or (iii) provides such information in anonymous or aggregated form that does not identify you.

You agree that I.F. may identify you (or your organization's and use your organization's logo) in our marketing materials to identify you or your organization as a user of the Services, and you hereby grant us a non-exclusive, royalty-free license to do so on in any media now or later developed in connection with any marketing, promotion or advertising of the Services.

Our Services and our Site are protected by copyright, trademark, and other laws of the United States and foreign countries. I.F. and its licensors exclusively own all right, title and interest in and to the Services, including all associated intellectual property rights. You may not remove, alter or obscure any copyright, trademark, service mark or other proprietary rights notices incorporated in or accompanying the Services or the Site. All rights not granted to you under this Agreement are reserved by and to Interpersonal Frequency for itself and its licensors.

Item# 131-20

Settlement of Pending Litigation with Jordan Taylor.

**Report**

**of**

**Committee**

**on**

**Miscellaneous Matters**

City Council Meeting Date: **November 1, 2021**

Attest:

*Lydia N. Martinez*

*Lydia N. Martinez, City Clerk*

Approved by: _____

*Joseph P. Ganim, Mayor*

Date Signed: _____

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*To the City Council of the City of Bridgeport:*

The Committee on **Miscellaneous Matters** begs leave to report; and recommends for adoption the following resolution:

**Item No. 131-20**

**WHEREAS,** a lawsuit in the following name was filed against the City of Bridgeport and/or its employees and investigation disclosed the likelihood on the part of the City for which, in the event of suit and trial, the City might be held liable, and

**WHEREAS,** negotiations with the Plaintiff's attorney has made it possible to settle this suit for the figure set forth below, and the City Attorney, therefore, recommends the following settlement be accepted, Now, Therefore be it

**RESOLVED,** That the Comptroller be, and hereby is authorized, empowered and directed to draw his order on the City Treasurer payable as follows:

| Name | Nature of Claim | Plaintiff's Attorney | Settlement |
|------|-----------------|----------------------|------------|
| Jordan Taylor | Slip and Fall | Kennedy, Johnson, Schwab & Roberge, LLC 555 Long Wharf Drive 13th Floor New Haven, CT 06511 | $45,000.00 |

**BE IT FURTHER RESOLVED,** that the amount set forth as above are paid to the Plaintiff's attorney in full payment, settlement, release and discharge of all rights and cause of action described in the suit instituted by the above mentioned Plaintiff against the City and known as docket numbers in the courts set forth; provided, however, that the City's draft shall not be delivered to the Plaintiff's attorneys until the City Attorney has been furnished with a full release and discharge in writing in each case, approved by the City Attorney or Deputy City Attorney.

# City of Bridgeport, Connecticut
## Office of the City Clerk

**Report of Committee on <u>Miscellaneous Matters</u>**
**Item No. 131-20**

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RESPECTFULLY SUBMITTED,
THE COMMITTEE ON
**MISCELLANEOUS MATTERS**

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AmyMarie Vizzo-Paniccia, D-134th, *Co-Chair*

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Scott Burns, D-130th, *Co-chair*

---

Raymond A. Collette, D-133rd

---

M. Evette Brantley, D-132nd

---

Matthew McCarthy, D-130th

---

Denese Taylor-Moye, D-131st

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Samia S. Suliman, D-138th

*Council Date: November 1, 2021*