



CivicPlus Premium Recurring Redesign

Organization	Fernley, NV	URL	www.cityoffernley.org	
Street Address	595 Silverlace Blvd			
Address 2	XX			
City	Fernley	State	NV	Postal Code 89408
CivicPlus provides telephone support for all trained clients from 7am –7pm Central Time, Monday-Friday (excluding holidays). Emergency Support is provided on a 24/7/365 basis for representatives named by the Client. Client is responsible for ensuring CivicPlus has current updates.				
Emergency Contact & Mobile Phone	John Cleven (775) 784-9845			
Emergency Contact & Mobile Phone	Daphne Hooper (775) 784-9864			
Emergency Contact & Mobile Phone	Kim Swanson (775) 784-9833			
Billing Contact	Joyce Werre	E-Mail	ap@cityoffernley.org	
Phone	(775) 784-9871	Ext.	XX	Fax XX
Billing Address	595 Silverlace Blvd			
Address 2				
City	Fernley	ST	NV	89408
Tax ID #	XX	Sales Tax Exempt #	88-0496533	
Billing Terms	Annual	Account Rep	Julia Brown	
Info Required on Invoice (PO or Job #)	IT07142017-1			
Contract Contact	John Cleven	Email	jcleven@cityoffernley.org	
Phone	(775) 784-9845	Ext.	XX	Fax XX
Project Contact	John Cleven	Email	jcleven@cityoffernley.org	
Phone	(775) 784-9845	Ext.	XX	Fax XX

Terms & Conditions

Client Deliverable

1. Icon Enterprises, Inc., d/b/a CivicPlus (“CivicPlus”) will create a CP Premium Recurring Redesign for Fernley NV (“Client”) that includes all functionality as defined in Exhibit A – CivicPlus Project Deliverables, attached hereto.

Billing & Payment Terms

2. Client has selected the CP Premium Recurring Redesign Package, which includes a CP Premium design upon contract signing and eligibility for a CP Basic Redesign. Client will be invoiced upon contract signing for the increase in monthly recurring fees and any associated one-time fees. Project details can be found in Exhibit A.
3. After initiation of this CP Premium Redesign Package contract, Client will begin building eligibility for a CP Premium redesign. After 48 months under the terms of this contract and associated pricing, Client will be fully eligible for a CP Premium Redesign.



Service & License Agreement for Fernley NV

4. The Client shall sign a project completion and acceptance form prior to the project go-live. The date may be extended if material system or operational failures are encountered. All Parties agree that the website will not go-live until the project is accepted in writing by the Client.
5. Annual Support, Maintenance & Hosting invoices may be prorated in order to correlate with the Client's budget year.
6. Fees for the CP Premium Recurring Redesign Package are invoiced prior to the year of service. They are due by the first of the following month, but no sooner than 30 days from invoice date.
7. Project development will be discontinued if payment is not made within 30 days after the invoice due date.
8. Should the Client fail to meet any deadlines mutually agreed upon in the timeline meeting both parties will mutually agree to extend the affected milestone dates. CivicPlus will not be held liable under this Agreement for any delay caused by the Client. Should delays caused by the Client extend the website redesign go live date by more than 30 days past the originally agreed upon date the Client can select one of the following options:
 - a. Client will pay annual fees for the current live website and the redesigned website under development, as both are being hosted on our servers.
 - b. Annual Services will be discontinued for the current live website (website will no longer be accessible to the public or Client).
9. After project go-live, if the Client's account exceeds 60 days past due, Support will be discontinued until the Client's account is made current. If the Client's account exceeds 90 days past due, Annual Support, Maintenance & Hosting will be discontinued until the Client's account is made current. Client will be given 30 days notice prior to discontinuation of services for non-payment.
10. The Client will be invoiced electronically through email. Upon request CivicPlus will mail invoices and the Client will be charged a \$5.00 convenience fee.
11. Unless otherwise limited by law, a finance charge of 2.9 percent (%) per month or \$5.00, whichever is greater, will be added to past due accounts. Payments received will be applied first to finance charges, then to the oldest outstanding invoice(s).
12. Provided the Client's account is current, at any time the Client may request an electronic copy of the website graphic designs, the page content, all module content, all importable/exportable data, and all archived information ("Customer Content"). Client agrees to pay \$250 per completed request.
13. Client acknowledges and agrees that certain services for which Client is contracting hereunder may be rendered by or with third-party providers under contract with CivicPlus, and thus the cost of such services hereunder is dependent upon the financial arrangements between CivicPlus and such third-party providers. Client acknowledges and agrees that the price to Client for the services hereunder may be reasonably adjusted at any time, at CivicPlus' sole discretion, to reflect an increase in cost to CivicPlus as a result of its financial arrangement with a third-party provider. Client acknowledges and agrees that this Agreement as so modified will continue in full force and effect as otherwise provided herein, and that Client will pay any such increased price according to such other payment terms hereof.

Agreement Renewal

14. This contract shall remain in effect for a period of one year (12 months) from signing. In the event that neither party gives 60 days' notice prior to the end of the initial or any subsequent term, this Agreement will automatically renew for an additional contract term. After 48 consecutive months under the terms of this contract and associated pricing, Client will be fully eligible for a CP Basic Redesign.
15. Either party may terminate the agreement at the end of the contract term by providing the other party with 60 days written notice, prior to the contract renewal date.
16. In the event of contract termination, Client forfeits eligibility for the CP Basic Redesign and all funds applied to such eligibility. In the event of early termination of this Agreement by the Client, full payment for services provided is due within 15 days of termination.
17. Each year this Agreement is in effect, a technology investment and benefit fee of 5 percent (%) of the total Annual Support, Maintenance & Hosting costs will be applied.

Support



Service & License Agreement for Fernley NV

18. CivicPlus will provide unlimited telephone support Monday-Friday, 7:00 am – 7:00 pm (Central Time) excluding holidays, for all trained Client staff. Emergency Support is provided on a 24/7/365 basis for emergency contacts named by the Client. Client is responsible for providing CivicPlus with contact updates.
19. Support includes providing technical support of the GCMS® software, application support (pages and modules), and technical maintenance of Client's website. Following initial setup, additional page design, graphic design, user training, site modification, and custom programming may be contracted separately for an additional fee.
20. During the period of this agreement and subsequent annual renewals, CivicPlus warrants that it will, without additional charge to the Client, take action to correct any problems or defects discovered in the GCMS® software and reported to CivicPlus by the Client, such warranty to include ongoing maintenance upgrades and technical error correction.
21. CivicPlus provides online website statistics software at no extra charge. If Client desires to use other website statistic software, CivicPlus will provide the necessary log file access.

Intellectual Property, Ownership & Content Responsibility

22. Upon full and complete payment of submitted invoices for the Project Development and launch of the website, Client will own the Customer Content. Client will not own the GCMS® software or its associated applications and modules.
23. Upon completion of the development of the site, Client will assume full responsibility for website content maintenance and content administration. Client, not CivicPlus, shall have sole responsibility for the accuracy, quality, integrity, legality, reliability, appropriateness, and intellectual property ownership or right to use of all Customer Content.
24. Client shall not (i) license, sublicense, sell, resell, transfer, assign, distribute or otherwise commercially exploit or make available to any third party the GCMS® software in any way; (ii) modify or make derivative works based upon the GCMS® software; (iii) create Internet "links" to the GCMS® software or "frame" or "mirror" any GCMS® administrative access on any other server or wireless or Internet-based device; or (iv) reverse engineer or access the GCMS® software in order to (a) build a competitive product or service, (b) build a product using similar ideas, features, functions or graphics of the GCMS® software, or (c) copy any ideas, features, functions or graphics of the GCMS® software.
25. The CivicPlus name, the CivicPlus logo, and the product and module names associated with the GCMS® software are trademarks of CivicPlus, and no right or license is granted to use them.

Indemnification

26. Client shall defend, indemnify and hold harmless CivicPlus, its partners, employees, and agents from and against any and all lawsuits, claims, demands, penalties, losses, fines, liabilities, damages, and expenses including attorney's fees of any kind, without limitation, in connection with the operations of and installation of software contemplated by this Agreement, or otherwise arising out of or in any way connected with the CivicPlus provision of service and performance under this Agreement. This section shall not apply to the extent that any loss or damage is caused by the negligence or willful misconduct on the part of CivicPlus. If Client and CivicPlus are both negligent, damages shall be apportioned in accordance with the percentage of negligence of each party. This paragraph is not intended to benefit entities not a party to this contract.

Liabilities

27. CivicPlus will not be liable for any act, omission of act, negligence or defect in the quality of service of any underlying carrier or other service provider whose facilities or services are used in furnishing any portion of the service received by the Client. CivicPlus will not be liable for any failure of performance that is caused by or the result of any act or omission by Client or any entity other than CivicPlus that furnishes services, facilities or equipment used in connection with CivicPlus services or facilities.
28. Except as expressly provided in this Agreement, CivicPlus makes no expressed or implied representations or warranties, including any warranties regarding merchantability or fitness for a particular cause.

Force Majeure

29. No party shall have any liability to the other hereunder by reason of any delay or failure to perform any obligation or covenant if the delay or failure to perform is occasioned by force majeure, meaning any act of God, storm, fire, casualty, unanticipated work stoppage, strike, lockout, labor dispute, civic disturbance, riot, war, national emergency, act of Government, act of public enemy, or other cause of similar or dissimilar nature beyond its control.

Taxes



Service & License Agreement for Fernley NV

30. It is CivicPlus' policy to pass through sales tax in those jurisdictions where such tax is required. If the Client is tax-exempt, the Client must provide CivicPlus proof of their tax-exempt status, within fifteen (15) days of contract signing, and this agreement will not be taxed. If the Client's state taxation laws change, the Client will begin to be charged sales tax in accordance with their jurisdiction's tax requirements and CivicPlus has the right to collect payment from the Client for past due taxes.

Acceptance

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

Client

Date

CivicPlus

Date

Sign and E-mail the entire contract with exhibits to:

Contracts@CivicPlus.com

We will e-mail a counter-signed copy of the contract back to you so we can begin your project.

CivicPlus does not require a physical copy of the contract, however, if you would like a physical copy of the contract, mail one (1) copy of the contract with original signature to:

CivicPlus Contract Manager
302 S. 4th Street, Suite 500
Manhattan, KS 66502

Upon receipt of signed original, we will counter-sign and return the copy for your files.

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Exhibit A - CivicPlus Project Deliverables

CivicPlus Project Development Services & Scope of Services for CP Premium Redesign		
Design & Project Overview	Annual Fee	One Time Fee
<ul style="list-style-type: none"> • New responsive design presented on Aurora • Redevelop navigation method (may choose top drop-down or other options) • Design setup – wireframe • Print this page option • Email this page option • Breadcrumbs • Sitemap • Redevelop graphic elements of website (Newsflash, FAQs, Calendar, etc.) • Project Management • Testing • Review • Content <ul style="list-style-type: none"> ○ Includes migrating of all existing content and retouching of published pages to ensure proper formatting, menu structure and application of new site styles ○ Ensuring modules are related to feature columns ○ Contact information will be updated for consistency based on site standards and moved to info advanced areas if pages previously utilized right contact formatting ○ Pages content will be edited and moved for usability and consistency ○ Pages will be moved to coordinate with new menu structure and we will assist with building out place holder pages <p>Note: Content will be reformatted and broken up (shortened or re-sectioned) for usability and consistency. No new content will be developed during this process.</p> <ul style="list-style-type: none"> • Spelling and broken links will be checked and updated by our team where possible. Additional report will be provided to client • 6 hours of web group training for up to 4 people • CivicSend • Custom Mobile App • Inclusion of all standard modules (see follow page for complete list) 	\$5,045	\$17,550
Add-On Options		
3 Days On-site Training	<i>Optional \$8,800</i>	
Media Center Module	<i>Optional \$1,000 per year</i>	
Annual Increase (prorated upon signing)	\$5,045	
Total One-Time Fee		\$17,550
Total Due upon signing	\$22,595	



Project Development and Deployment Includes the Following:

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



Exhibit B - Annual Support, Maintenance and Hosting Services

Current Annual Support, Maintenance and Hosting Fee Server Storage not to exceed 30GB		\$11,924.34
Annual Increase to Current Annual Support, Maintenance and Hosting Fee		\$5,045.00
Total Annual Support, Maintenance and Hosting Fee (Effective upon Contract Signing)		\$16,969.34
Support, Maintenance & Hosting Services Include:		
Support	Maintenance of CivicPlus Application & Modules	Hosting
7 a.m. – 7 p.m. (CST) Monday – Friday (excluding holidays) 24/7 Emergency Support Dedicated Support Personnel 2-hour Response During Normal Hours Usability Improvements Integration of System Enhancements Proactive Support for Updates & Fixes Online Training Manuals Monthly Newsletters Routine Follow-up Check-ins CivicPlus Connection	Install Service Patches for OS System Enhancements Fixes Improvements Integration Testing Development Usage License	Shared Web/SQL Server DNS Consulting & Maintenance Monitor Bandwidth-Router Traffic Redundant ISP Redundant Cooling Diesel Powered Generator Daily Tape Backup Intrusion Detection & Prevention Antivirus Protection Upgrade Hardware