

DOC # 0789168
09/07/2011 09:06 AM Deputy: GB

OFFICIAL RECORD
Requested By:
DC/COUNTY MANAGER

Assessor's Parcel Number: N/A

Date: SEPTEMBER 7, 2011

Recording Requested By: _____

Name: DEBBIE BEAM, COUNTY MANAGER'S OFC

Address: _____

City/State/Zip: _____

Real Property Transfer Tax: \$ N/A

Douglas County - NV
Karen Ellison - Recorder
Page: 1 Of 11 Fee: 0.00
BK-0911 PG- 959 RPTT: 0.00



AGREEMENT #2011.226

(Title of Document)



Building The Future of eGovernment™

Service & License Agreement for Douglas County, NV

Organization	Douglas County, NV	URL	www.douglascountynv.gov	
Street Address	1594 Esmeralda Avenue			
Address 2	PO Box 218			
City	Minden	State	NV	Postal Code 89423
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	Lynn McKissock, 530-416-1279			
Emergency Contact & Mobile Phone	Jeff Cruson, 775-690-7716			
Emergency Contact & Mobile Phone	Franklin Armstrong, 775-690-2494			
Billing Contact	Kathy Bradshaw	E-Mail	kbradshaw@co.douglas.nv.us	
Phone	775-782-9030	Ext.	Fax	775-782-9007
Billing Address	PO Box 218			
Address 2				
City	Minden	ST	NV	Postal Code 89423
Tax ID #	88-6000031	Sales Tax Exempt #	RCE-003-949	
Billing Terms	Annual	Account Rep	Will Spicer	
Info Required on Invoice (PO or Job #)				
Contract Contact	Lynn McKissock	Email	lmckissock@co.douglas.nv.us	
Phone	775-782-9049	Ext.	Fax	775-782-6255
Project Contact	Lynn McKissock	Email	lmckissock@co.douglas.nv.us	
Phone	775-782-9049	Ext.	Fax	775-782-6255

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[Signature]

Terms & Conditions

Client Deliverable

1. Icon Enterprises, Inc., d/b/a CivicPlus will create a unique website for Douglas County, NV (Client) that includes all functionality as defined in Exhibit A – CivicPlus Project Deliverables, attached hereto.

Additional Services

2. Client may contract with CivicPlus for additional Consulting, Website Design, Setup, Programming, and Training services (Project Development Services) that exceed those defined in Exhibit A. CivicPlus will invoice Client for the additional services immediately prior to project Go-Live.
3. Client may contract with CivicPlus for additional Annual Support, Maintenance & Hosting services that exceed those defined in Exhibit A. CivicPlus will invoice Client for annual services immediately prior to project Go-Live.
4. Services that involve billable time beyond the contracted amount will be documented and invoiced. Written approval by the client is necessary before billable time is incurred.
5. Modules that incur additional usage fees may be purchased and activated at any time.

Billing & Payment Terms

6. One-third of the total Project Development fee will be billed upon completion of design; one-third of the total Project Development fee will be billed upon completion of content. The remainder of the Project Development fee and any additional Project Development services will be invoiced upon Go-Live.
7. The client shall sign a project completion and acceptance form prior to 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.
8. Project Development invoices are due by the first of the following month, but no sooner than 30 days from invoice date.
9. Annual Support, Maintenance & Hosting invoices may be prorated in order to correlate with the Client's budget year.
10. Fees for CivicPlus Annual Support, Maintenance & Hosting services 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.
11. Project development will be discontinued if payment is not made within 30 days after the invoice due date.
12. After project go-live, 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.
13. Provided the Client's account is current, at any time the Client may request an electronic copy of the website Customer Content and Content Management System (CMS) Software. Client agrees to pay \$250 per completed request. Provided the Client's account is current, upon termination of services client may request a complimentary electronic copy of website Customer Content and CMS Software.

Agreement Renewal

14. Either party may terminate the Annual Support, Maintenance & Hosting Agreement at the end of the contract term by providing the other party with 60 days written notice, prior to the contract renewal date.
15. 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.
16. In the event of early termination of this Agreement by the client, full payment for services rendered to date is due within 25 days of termination.
17. Each year this Agreement is in effect, charges for Annual Support, Maintenance & Hosting services may be increased by CivicPlus by no more than 5% per annum.

Support

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 CivicPlus Content Management Software, application support (pages and modules), and 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, immediately correct any problems or defects discovered in the 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.

Marketing

22. Client will make a reasonable attempt to work with the CivicPlus Marketing Department to gather information and meet deadlines associated with website award contest entries throughout the term of this Agreement.
23. Client permits CivicPlus to include an example of the Client's home page and a link to the Client's website on the CivicPlus corporate website.

24. Client will make a reasonable attempt to work with the CivicPlus Marketing Department to create a news item to be released in conjunction with their project Go-Live date. Client will provide CivicPlus with contact information for local and regional media outlets. CivicPlus may use the press release in any marketing materials as desired throughout the term of this Agreement.
25. Client will make a reasonable attempt to work with the CivicPlus Marketing Department to create a case study related to their website.
26. Client agrees to allow CivicPlus to display a "Powered by CivicPlus" insignia and web link at the bottom of their web pages. Client understands that the pricing and any related discount structure provided under this Agreement assumes such perpetual permission.

Intellectual Property, Ownership & Content Responsibility

27. Upon full and complete payment of submitted invoices for the project development and launch of the website, client will own the graphic designs, web content, page designs and banners ("Customer Content") as well as the CMS Software.
28. Upon completion of the development of the site, client will assume full responsibility for Web site 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.
29. Client shall not (i) license, sublicense, sell, resell, transfer, assign, distribute or otherwise commercially exploit or make available to any third party the Software in any way; (ii) modify or make derivative works based upon the software; (iii) create Internet "links" to the Software or "frame" or "mirror" any functionality on any other server or wireless or Internet-based device; or (iv) reverse engineer or access the Software in order to (a) build a competitive product or service, (b) build a product using similar ideas, features, functions or graphics of the Software, or (c) copy any ideas, features, functions or graphics of the Software.
30. The CivicPlus name, the CivicPlus logo, and the product and module names associated with the System are trademarks of CivicPlus, and no right or license is granted to use them.

Indemnification

31. 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.
32. 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 customer. CivicPlus will not be liable for any failure of performance that is caused by or the result of any act or omission by customer or any entity other than CivicPlus that furnishes services, facilities or equipment used in connection with CivicPlus services or facilities.
33. 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

34. 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.

Public Records Law.

35. CivicPlus expressly agrees that all documents ever submitted, filed, or deposited with the Client by CivicPlus unless designated as confidential by a specific statute of the State of Nevada, shall be treated as public records pursuant to NRS ch. 239 and shall be available for inspection and copying by any person, as defined in NRS 0.039, or any governmental entity.

Construction of Contract.

36. This contract shall be construed and interpreted according to the laws of the State of Nevada, and any matter shall be tried in the state of Nevada

Compliance with Applicable Laws.

37. Contractor shall fully and completely comply with all applicable local state and federal laws, regulations, orders, or requirements of any sort in carrying out the obligations of this contract, including, but not limited to, all federal, state, and local accounting procedures and requirements and all immigration and naturalization laws.

Modification of Agreement

38. This agreement constitutes the entire agreement between the parties and may only be modified by a written amendment signed by the parties.

SEVERABILITY

39. The illegality or invalidity of any provision or portion of this Agreement shall not affect the validity of the remainder of the Agreement and this Agreement shall be construed as if such provision did not exist and the non-enforceability of such provision shall not be held to render any other provision or provisions of the Agreement unenforceable.

NO APPROPRIATION OF FUNDS

40. All payments and services provided under this agreement are contingent upon the availability of the necessary public funding. In the event that the Client does not receive the funding necessary to perform in accord with the terms of this Agreement, this Agreement shall automatically terminate and all fees due and owing shall be paid.

--Remainder of this page left intentionally blank--

Acceptance

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

Michael A. [Signature]

Douglas County, NV

August 18, 2011

Date

[Signature]

CivicPlus

8-25-11

Date

Sign and Fax this Copy

Attn: Contract Manager

Fax: 785-587-8951

And - Mail Two (2) Signed Originals

CivicPlus Contract Manager

317 Houston St., Suite E

Manhattan, KS 66502

We will fax a counter-signed copy of the faxed contract back to you so we can begin your project. Upon receipt of two signed originals, we will counter-sign and return one copy for your files.

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Exhibit A - CivicPlus Project Deliverables

Project Development

First Year's Annual Support, Maintenance & Hosting

Server Storage not to exceed 40 GB; Media Center Storage not to exceed 10 GB

\$68,287

FREE

Total Fees Year 1

\$68,287

Year 2 and Beyond Annual Support, Maintenance & Hosting

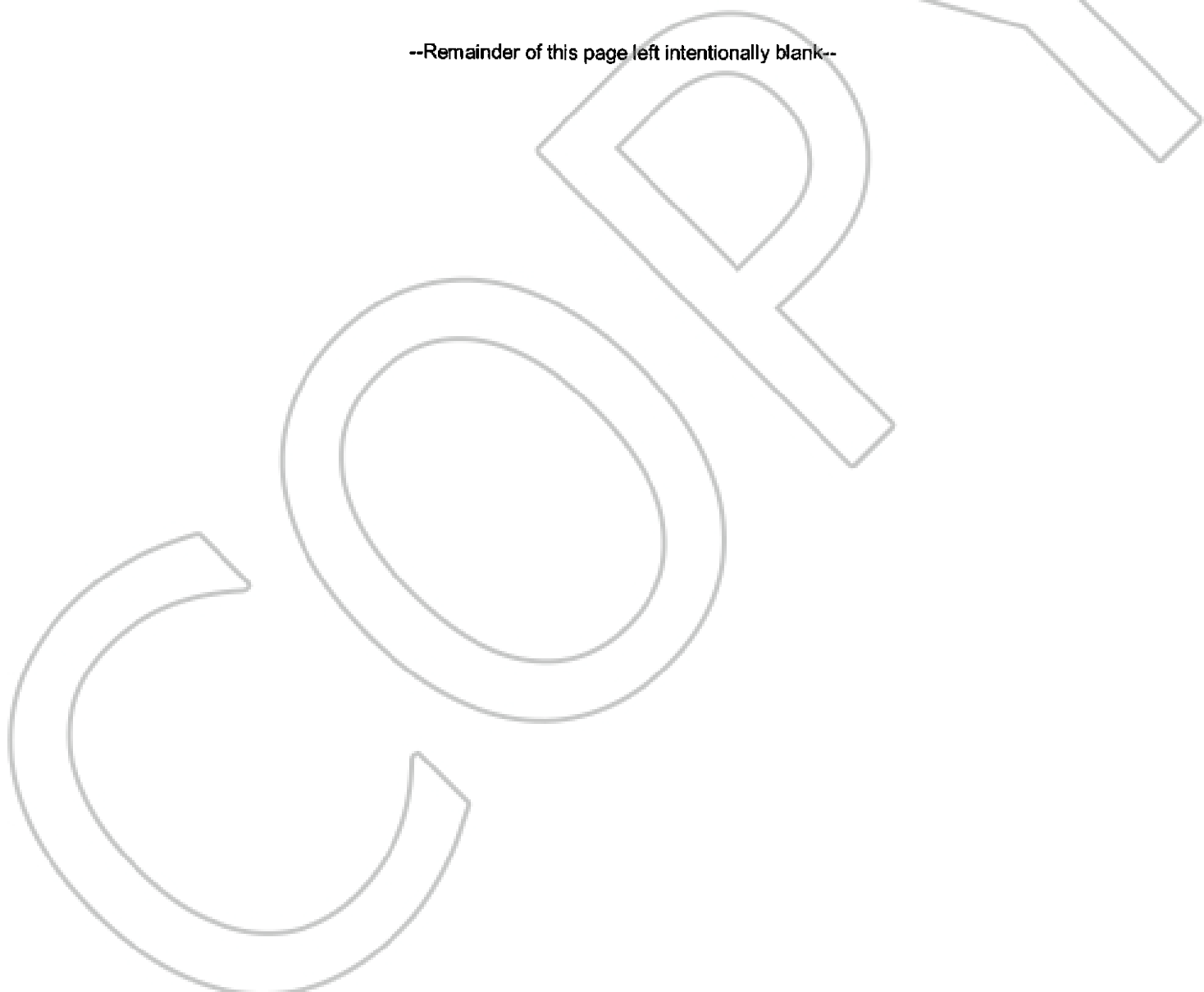
Subject to annual 5% increase

\$9,890

Fees Beyond Year 1

\$9,890

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Project Development

Objective 1: Establishing Your Site's Focus	
Phase 1: Analysis and Timeline Development <u>Deliverable:</u> Project Timeline and worksheets	\$3,038
Phase 2: Website Design <u>Deliverable:</u> Website Design Composition	\$33,042
Phase 3: Navigation Architecture Development <u>Deliverable:</u> Navigation structure optimized for your website	\$1,782
Objective 2: Content Development and Page Layout	
Phase 4: Modules and Site Setup <u>Deliverable:</u> Set up fully functional site, software that runs the site, and site's statistical analysis.	\$3,080
Phase 5: Content Development of 100 standard pages and up to 500 supporting elements <u>Deliverable:</u> Website content development and module content.	\$5,874
Phase 6: Test and Review, Establish Future Expectations <u>Deliverable:</u> List of items that need to be addressed	\$2,985
Objective 3: Equipping Your Staff for Successful Website Maintenance	
Phase 7: 3 Days of On-Site Training for up to 10 employees <i>Quote includes travel expenses</i> <u>Deliverable:</u> Train System Administrator(s) on CMS Administration, permissions, setting up groups and users, module administration. Basic User training on pages, module entries, applying modules to pages. Applied use and usability consulting to result in effective communication through your website.	\$6,200
Objective 4: Website Deployment	
Phase 8: Go-Live and Project Review <u>Deliverable:</u> Final project review report	\$1,964
Phase 8 Option: Website Presentation One day of on-site meetings to present website to stakeholders. <i>Quote includes travel expenses.</i>	\$2,800
Phase 9: Marketing <u>Deliverable:</u> Registration of site with all major search engines	\$722
Phase 10: Ongoing Consultation <u>Deliverable:</u> Site review with recommendations for enhancements to improve visitor interaction; layout, design and content recommendations.	Included
Expandable Modules	
None	n/a
Additional Functionality	
Google Language Translation	Included
Mobile Website Detection	Included
11 Basic Subsites	Included
Gov 2.0 Upgrades	
Blog	Included
Facebook Integration	Included
Share	Included
Twitter Integration	Included
Options Included in One-Time Fee	
Pre-Implementation Option: On-Site Kick-Off Meeting One day meeting with website committee to discuss design goals, review audience goals and meet with departments to kick-off with a project overview <i>Quote includes travel expenses.</i> <u>Deliverable:</u> A document summarizing the meetings, with analysis and recommendations. Design information gathered.	\$2,800

<p>Pre-Implementation Option: On-Site Strategic Planning with Individual Departments Two days of meetings (up to 12 departments) to interpret current processes and services, resulting in recommendation for website solutions. <i>Quote includes travel expenses.</i></p> <p><u>Deliverable:</u> A document summarizing the meetings, with analysis and recommendations. Design information gathered.</p>	<p>\$4,000</p>
<p>Total Project Development Fee</p>	<p>\$68,287</p>
<p>First Year Annual Support, Maintenance and Hosting Fee Server storage not to exceed 40 GB; Media Center storage not to exceed 10 GB</p>	<p>FREE</p>
<p>Total Fees Year 1</p>	<p>\$68,287</p>



Project Development Includes the Following:	
Modules	Functionality
<ul style="list-style-type: none"> • Agenda Center • Alerts Center & Emergency Alert Notification • Archive Center • Bid Postings • Business/Resource Directory • Calendar • Carbon Calculator • Document Center • ePay • Facilities & Reservations w/50 Facilities • FAQs • Featured Info Module • Forms Development Tool • Healthy City Initiative • Intranet • Job Postings • Media Center • My Dashboard • NewsFlash • NotifyMe Email Subscription • Online Job Application w/1 Generic Application • Opinion Poll • Permits & Licensing • Photo Gallery • Postcard Module • Quick Links • Real Estate Locator • Request Tracker (5 users) • Staff Directory 	<ul style="list-style-type: none"> • Action Items Queue • Audit Trail / History Log • Automated PDF Converter • Automatic Content Archiving • Content Library • Dynamic Breadcrumbs • Dynamic Sitemap • Expiring Items Library • Graphic Link Administration • Links Redirect and Broken Links Finder • Menu Management • Mouse-over Menu Structure • Online Editor for Editing and Page Creation (WYSIWYG) • Online Web Statistics (Only with CivicPlus Hosting) • Page Wizard w/Multiple Layouts • Printer Friendly/Email Page • Rotating Content • RSS • Search Engine Registration • Site Layout Options • Site Search & Entry Log • Slideshow • User & Group Administration Rights • Web Page Upload Utility • Website Administrative Log

Annual Support, Maintenance & Hosting Service Include the Following:		
Support	Maintenance of CivicPlus Application & Modules	Hosting
7-7 (CST) Mon-Fri (excluding holidays) 24/7 Emergency Support Dedicated Support Personnel 2-hour Response during Normal Hours Usability Improvements Integration New & Upgraded Services Proactive Support for Updates & Fixes Online Training Manuals Monthly Newsletters Phone Consulting CivicPlus Connection CivicPlus University	Install Service Patches for OS Upgrades Fixes Improvements Integration Testing Development Usage License	Shared Web/SQL Server DNS Consulting & Maintenance Monitor Bandwidth-Router Traffic Redundant ISP Redundant Cooling Natural Gas Powered Generator Daily Tape Backup Intrusion Detection & Prevention Antivirus Protection Upgrade Hardware

Exhibit B – Basic Subsite Details

CivicPlus Project Development & Scope of Services for 11 Basic Subsites

- Administration shared with parent site
- Same template as parent site with a new banner
- Same design elements and color scheme as parent site
- Unique URL (reverts to parent site's URL when sub-site is visited)
- Variant global navigation (global navigation buttons are not changed, only the text is replaced) CivicPlus will develop recommended navigation for an additional fee.
- Existing and future modules shared with parent site (selecting "View All" on a sub-site calendar takes you to the parent site's calendar)
- Shared site search (returns results from both sites)
- Up to 20 pages of content will be developed per subsite. Additional development may be purchased
- Training not included, but can be done together with the county training

CERTIFIED COPY

The document to which this certificate is attached is a full, true and correct copy of the original on file and on record in my office.

DATE: Sept 7, 2011
Clerk of the 9th Judicial District Court
of the State of Nevada, in and for the County of Douglas.

By Charles M. Mullock Deputy