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DOUGLAS COUNTY  
CLERK  
*[Signature]*

## Contract

For

**Property Tax, CAMA, wEdge and EdgeMaps  
License, Maintenance, and Support**

In

**Douglas County, Nevada**

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# Maintenance, Licensing, and Support Services Agreement

This "Agreement" dated February 1, 2018 ("Effective Date") is between DEVNET, INC., (DEVNET), an Illinois Corporation, having its principal offices at 1709 Afton Road, Sycamore, Illinois 60178, and DOUGLAS COUNTY, Nevada (DOUGLAS COUNTY), a political subdivision of the State of Nevada, having its principal offices at 1616 8<sup>th</sup> Street, Minden, NV 89423.

## Recitals

WHEREAS, DEVNET is in the business of licensing software and providing software development services to units of local government and others; and

WHEREAS, the County desires to update and modernize its property tax and billing software;

NOW THEREFORE, in consideration of the mutual promises and covenants set forth herein, and for other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, DEVNET and the County (each a "Party" and collectively the "Parties") hereby agree as follows:

## Article 1: Definitions

### 1.1 Acceptance

The term "Acceptance" shall have the meaning given it in Section 2.7 of this Agreement.

### 1.2 Application Error

The term "Application Error" means an error in an Application Program that causes it to fail and terminate abnormally.

### 1.3 Application Program

The term "Application Program" means any of the software programs developed by DEVNET and licensed to the County hereunder for use in the operation by the County of its property tax database.

### 1.4 County Databases

The term "County Databases" means the property tax data prepared and managed by the County that are stored in electronic format and that are accessible by the County's computer system.

### 1.5 County Equipment

The term "County Equipment" means the equipment owned (or leased), operated, and maintained by the County at any given time. By way of illustration, but not limitation, the County Equipment includes any mainframe, minicomputer, and LAN server platforms where the County Databases reside, and the communications equipment required to provide a connection between the County Databases and any remote or satellite locations of the County.

### 1.6 County Software

The term "County Software" means application software, database management software, and operating system software that runs on the County Equipment, that is used to operate, access, and use the County Databases or for other purposes, and that is owned (or licensed from third parties) by the County, and maintained by the County (or the County's third-party vendors), not DEVNET.

### 1.7 DEVNET Property Tax Software System

The term "DEVNET Property Tax Software System" means all of the Application Programs, source code, database definitions, and Documentation provided and licensed by DEVNET to the County hereunder, including, but not limited to, any software provided by DEVNET hereunder for the processing of property taxes, extensions, billings and collections.

1.8 **Documentation**

The term "Documentation" means user manuals, systems administration manuals, training literature, other written materials that DEVNET normally provides to its customers or that DEVNET otherwise provides to the County with the services to be provided hereunder.

1.9 **Software Maintenance**

The terms "Software Maintenance" means the ongoing maintenance and support to be provided by DEVNET hereunder for the usage, repairing, and enhancing of the DEVNET Property Tax Software System, all as described in Section 2.5

1.10 **Windows Software**

The term "Windows Software" means, at any given time, the versions of Microsoft Windows, Microsoft Server, and Microsoft SQL Server that are then in general release and generally available from, and supported by, Microsoft Corporation.

1.11 **Design Committee**

The term "Design Committee" means the group of participants, approved by each participating Nevada municipality or County, which has authority to make decisions regarding the Scope of Work and design for the DEVNET software systems.

## Article 2: Description of Software and Services

- 2.1 **General.** DEVNET shall provide the County with the DEVNET Property Tax Software System as described in this Agreement, for the fees indicated in this Agreement. The DEVNET Property Tax Software System that shall be provided to the County hereunder is further described in the attached Appendix A. DEVNET shall also supply the County with the third-party software identified in the attached Appendix B (the "Third Party Software"), along with services regarding the configuration, on-site setup, and installation of the Third Party Software. The Third Party Software, and the County's use thereof, is subject separate terms and conditions, which shall be provided or included with the Third Party Software.
- 2.2 **Scope of Work.** Notwithstanding anything to the contrary set forth elsewhere in this Agreement, DEVNET and the Design Committee shall confer, cooperate, and reasonably work together to develop and mutually agreed upon, in a writing signed by both DEVNET and the Design Committee or their respective authorized representatives or Design Committee, a document that sets forth the scope of work to be performed by DEVNET in developing, customizing and implementing the DEVNET Property Tax Software System to be provided to the County hereunder and that includes a project plan that provides the dates and schedule for performance hereunder (such document, the "Scope of Work"). Once so mutually agreed upon and signed, the Scope of Work shall be deemed incorporated herein by reference. If the DEVNET and the Design Committee fail to mutually agree in writing, as described above, on a Scope of Work by July 15, 2018, then either Party may terminate this Agreement pursuant to 4.2(b) hereof. Among other things, the Scope of Work shall specify and describe:
- a. The functionality to be included or contained in the DEVNET Property Tax Software System to be provided to the County hereunder, which functionality, as set forth in the Scope of Work, shall constitute the "Acceptance Testing Criteria" which will be used by the County in performing Acceptance testing, and in determining whether to issue its Acceptance, in accordance with Section 2.7, of the DEVNET Property Tax Software System; and
  - b. A training program that will be used to instruct the County's applicable personnel in: (i) the use of the DEVNET Property Tax Software System; (ii) product design of the DEVNET Property Tax Software System, for consistency of any interfacing to, and operation of, the County Databases; (iii) technology planning regarding the DEVNET Property Tax Software System, so that the County obtains and provides a technology infrastructure adequate for the use and operation of the DEVNET Property Tax Software System and any services to be provided by DEVNET hereunder; and (iv) change control planning regarding the DEVNET Property Tax Software System and the implementation project to be undertaken pursuant to this Agreement.
- 2.3 **Development; Compatibility.** DEVNET shall provide its own development tools for the development of the DEVNET Property Tax Software System as described herein. DEVNET will also be responsible for setting up a testing and development environment within its own offices for such purposes. DEVNET will from time to time, as new versions of Windows Software are made generally available by Microsoft Corporation, use commercially reasonable efforts to make the DEVNET Property Tax Software System compatible with such new versions of Windows Software.
- 2.4 **Data Conversion.** In accordance with the mutually agreed upon Scope of Work DEVNET will attempt to convert the data from the County Databases for use with the DEVNET Property Tax Software System (unless otherwise provided in the Scope of Work, DEVNET will convert the current year's, and all previous years', real and personal property data that are stored in the County Databases, as well as any associated CAMA attributes). DEVNET will make all reasonable efforts to coordinate the data conversion with the County and all various vendors who hold County data. However, if such conversion cannot be completed by DEVNET through the exercise of commercially reasonable efforts (e.g., if data are corrupted, stored in a proprietary format that cannot be read, etc.), then: (i) DEVNET will notify the County thereof in writing; (ii) the County shall be required to, at its expense, perform manual data entry of any information from the County Databases that the County desires to be loaded

into the DEVNET Property Tax Software System; and (iii) shall extend all due dates for DEVNET's performance that are set forth herein (or in the Scope of Work) by a like amount of time.

**2.5 Software Maintenance.** DEVNET shall provide Software Maintenance that includes the following:

- a. **Regulatory Changes.** As part of Software Maintenance, DEVNET will provide all updates and changes to the Application Programs that form the DEVNET Property Tax Software System, as described in this Agreement, that are mandated or required by the property tax-related statutes and regulations of the State of Nevada, any changes thereto, or any related reporting requirements, from time to time during the term of this Agreement. DEVNET will make all reasonable efforts to stay informed of regulatory changes within the State of Nevada that affect this Agreement. DEVNET will make any such updates and changes to the Application Programs available to the County by the date that is the latest of the following: (i) the date that is ninety (90) days after when the applicable governmental body officially publishes notice of the enactment, promulgation, or issuance of the relevant statute, regulation, change, or requirement; (ii) the date specified in the applicable statute, regulation, change, or requirement as to when such statute, regulation, change, or requirement is to officially take effect; and (iii) the date that the County specifies to DEVNET in writing, in good faith, and at least ninety (90) days in advance, as being ninety (90) days before when the County property tax systems will actually be required to have been updated for such statute, regulation, change, or requirement, taking into appropriate consideration the County's normal property tax cycle.

Software Maintenance also includes all system upgrades of the DEVNET Property Tax Software System that are from time to time made generally available by DEVNET. Software Maintenance does not include any upgrades or changes to the Third Party Software or to any other third-party software or any software owned by the County. The County is not required to upgrade the Third Party Software or any other third-party software, such as operating systems or database software, unless failing to perform any such upgrade results, or would result, in an Application Error in the DEVNET Property Tax Software System. As part of Software Maintenance, DEVNET will also provide Documentation in an electronic format for the DEVNET Property Tax Software System; as such documentation is made generally available by DEVNET to its licensees. Software Maintenance also includes the correction of any material deficiencies of the DEVNET Property Tax Software System that result in Application Errors. As part of Software Maintenance, DEVNET will, from time to time, certify the DEVNET Property Tax Software System's compatibility with additional operating systems other than those described in this Agreement, as DEVNET determines these operating systems are acceptable platforms for the use of the DEVNET Property Tax Software System.

- b. **Technical Support.** As part of Software Maintenance, DEVNET will provide telephone technical support to the County during DEVNET's normal business hours (i.e., from 7:00 a.m. until 5:00 p.m., Pacific time, Mondays through Fridays, excluding nationally-observed holidays), for major processes of the DEVNET Property Tax Software System. Software Maintenance will also include telephone support during DEVNET's normal business hours for any "how to" questions that any member of the County's staff may have. If any technical support is required during weekends or after DEVNET's normal business hours, or onsite at a location of the County's, the County shall provide DEVNET with written notice thereof at least forty-eight (48) hours in advance, so that DEVNET may have staff available. Nevertheless, DEVNET understands that advance notice may not always be possible, and, for use in emergencies, DEVNET will provide the person or persons designated by the County with cell phone numbers by which to contact DEVNET for Software Maintenance outside of DEVNET's normal business hours. Maintenance requests outside of normal business hours are incorporated as part of DEVNET's software maintenance obligations under Paragraph 2.5 of this Agreement.



- c. **Other Enhancements.** Other than as expressly described above as being included within Software Maintenance, DEVNET shall not be required to make enhancements to the DEVNET Property Tax Software System, and any such enhancements requested by the County shall be as mutually agreed upon by the Parties in writing from time to time, which may result in additional cost or fees as mutually agreed to by the Parties in writing.
- d. **Problem Response.** DEVNET shall respond (by return telephone call) as soon as reasonably possible to the County's telephone calls requesting Software Maintenance. However, there may be times when an appropriate DEVNET programmer is not immediately available. In these cases, DEVNET will use all commercially reasonable efforts to cause an appropriately qualified programmer to place a return telephone call to the County within not more than two (2) hours, during DEVNET's normal business hours, after the time of the initial call by the County for the applicable support. In the event that the County reasonably believes that the individual assigned by DEVNET with respect to any given problem or issue is not appropriately qualified or is not making appropriate progress on problem resolution, the County shall have the option to contact DEVNET's project manager, or the head of DEVNET'S support division, to have the problem reassigned.
- e. **Retraining.** As part of Software Maintenance, DEVNET shall provide, upon the County's reasonable request from time to time, any refresher courses or other retraining of the County's personnel with respect to the DEVNET Property Tax Software System, or any procedures relating thereto. Retraining shall begin one (1) year after initial training has occurred. First year training shall not be classified as "retraining".

2.6 **Functionality.** Subject to Section 2.5.a and the timeframes described therein, the DEVNET Property Tax Software System licensed to the County hereunder will, (i) include all of the functionality required by the statutes and regulations of the State of Nevada for the processing of property taxes by a governmental entity and (ii) automate property tax processing functions as required by the statutes and regulations of the State of Nevada that pertain to the processing of property taxes by a governmental entity.

2.7 **Acceptance Testing.** With respect to any Application Programs developed and provided by DEVNET to the County under this Agreement ("Software Components"), the County shall be entitled, during the first sixty (60) calendar days after the date on which DEVNET delivers such Software Components to the County (such period, the "Acceptance Period"), perform whatever acceptance testing on the Software Components that the County may wish to perform to confirm that the Software Components conform in all material respects to the Acceptance Testing Criteria set forth in the Scope of Work mutually agreed upon by the Parties pursuant to Section 2.1 (i.e., to confirm that the Software Components provide and conform in all material respects to the applicable functionality specified and described in the Scope of Work). If, during the Acceptance Period, the Software Components conform in all material respects to such Acceptance Testing Criteria, the County shall notify DEVNET in writing of its "Acceptance" of such Software Components by no later than five (5) business days after the expiration of the Acceptance Period. If, during the Acceptance Period, the Software Components do not conform in all material respects to such Acceptance Testing Criteria, the County shall notify DEVNET of the deficiencies in writing by no later than five (5) business days after the expiration of the Acceptance Period. If the County fails to notify DEVNET in writing of any failures of the Software Components to conform in all material respects to such Acceptance Testing Criteria by the end of such five (5) business day period after any given Acceptance Period, then the County shall be deemed to have issued its "Acceptance" of such Software Components as of the expiration of the applicable Acceptance Period. Within fifteen (15) calendar days after the date of receiving any notice of any failures of the Software Components to conform in all material respects to the mutually agreed upon Acceptance Testing Criteria (or such longer period of time as mutually agreed upon and as may reasonably be required to cure such failures), DEVNET, at its sole expense, shall (except as expressly provided below in this Section) promptly modify, repair, adjust, or replace the Software Components to cure such failures so that the Software Components conform in all material respects to such



Acceptance Testing Criteria, promptly providing the County with written notice and revised copies of the applicable Software Components when such modifications, repairs, adjustments, or replacements have been completed. The County may then perform such additional acceptance testing as it may deem appropriate, during an additional Acceptance Period that shall commence upon receipt of such a written notice, and revised copies of the applicable Software Components, by the County from DEVNET, to confirm that the applicable failures of the Software Components to conform in all material respects to the Acceptance Testing Criteria have been cured, and with the notification process described above being repeated. This additional Acceptance Period shall have a duration equal to that of the initial Acceptance Period, unless the County issues its "Acceptance" of the applicable Software Components earlier in writing. If the Software Components, at the end of the additional Acceptance Period, still fail to conform in all material respects to the mutually agreed upon Acceptance Testing Criteria, then the County may: (i) Reject such Software Components and, in the event of any such rejection, the County's license to such Software Components, shall be terminated and the County's use of such Software Components shall immediately cease with no further financial obligation by the County for such Software Components. In such a case, at the sole option of the County, the agreement may be terminated in its entirety with no further financial obligation of the County should the rejected Software Components constitute a material portion of the Application Programs to be provided to the County hereunder. Any money already paid to DEVNET by the County for previously accepted Software Components will be retained by DEVNET; or (ii) if DEVNET agrees in writing, cause the procedure set forth above in this paragraph to be repeated an additional time. If, with respect to any given Acceptance Period, the Software Components conform to the Acceptance Testing Criteria in all material respects, the County shall not unreasonably withhold issuance of its Acceptance with regard to such Software Components.

- 2.8 **Training.** DEVNET will provide any training of the County's personnel that is described in the Scope of Work with respect to the use, operation, and administration of the DEVNET Property Tax Software System. All training will be provided during DEVNET's normal business hours.
- 2.9 **Additional Services.** DEVNET will have no obligation to provide the County with any services that are not expressly described in this Agreement or in the Scope of Work mutually agreed to by the Parties pursuant to Section 2.2. The Parties may, however, from time to time enter into an "Extended Statement of Work" that references this Agreement and describes specific additional services that DEVNET will provide to the County, and the fees to be paid to DEVNET therefor (which fees, unless otherwise provided in the applicable Extended Statement of Work, shall be charged at DEVNET's then-current standard hourly rates). Any Extended Statement of Work shall be subject to, and shall be deemed to incorporate, the terms of this Agreement, unless otherwise agreed to in writing by the parties.

## Article 3: County Responsibilities

- 3.1 **General.** The County shall take the steps necessary (including, but not limited to, by performing any activities described below in this Article 3) to enable DEVNET to, in accordance with this Agreement and the mutually agreed upon schedule set forth in the Scope of Work, develop, install, and test (using the data in the County Databases), and provide Software Maintenance with respect to, the DEVNET Property Tax Software System.
- 3.2 **Access.** Upon reasonable notification, the County shall allow DEVNET reasonable access to the County, Databases, County Equipment, and County Software (seven (7) days a week, twenty-four (24) hours a day, when DEVNET determines that such access is required) as necessary and appropriate for DEVNET to, in accordance with this Agreement and the mutually agreed upon schedule set forth in the Scope of Work, develop, install, and test (using the data in the County Databases), and provide Software Maintenance with respect to the DEVNET Property Tax Software System. Without limiting the foregoing, the County shall provide DEVNET with remote access (via either a modem or an Internet connection) to the County, Databases, County Equipment, and County Software on a seven days a week, twenty-four (24) hours a day basis.
- 3.3 **Guidelines.** Promptly after the Effective Date, the County shall provide guidelines to DEVNET regarding use of information contained in the County Databases and such other information as DEVNET may require to perform its work as described in this Agreement.
- 3.4 **Promotions; Demonstrations.** The County agrees that DEVNET may use the County's name in promoting DEVNET to prospective DEVNET customers and that DEVNET may use copies of the County Databases, obtained at DEVNET's expense at a time convenient to the County, for demonstration of the DEVNET Property Tax Software System to prospective DEVNET customers. In the case of any such demonstration, DEVNET will give attribution to the County with regard to County data, and shall follow all privacy and confidentiality requirements applicable to such date under federal and Nevada law.
- 3.5 **Design Committee.** The design committee will be formed and in place by August 1, 2017. It is understood that the committee participants may change by subject matter expert(s) and as needed per the committee.
- 3.6 **County Resources.** By the time that the parties have reached written mutual agreement on a Scope of Work, as described in Section 2.2, the County shall have obtained, installed, and have in full operation, as County Equipment and County Software, the hardware and software described in 3.7, for the installation and operation of the DEVNET Property Tax Software System. If the County makes (or causes or permits to be made by any third party) any modifications to the County Equipment, County Software, or County Databases that are incompatible with the DEVNET Property Tax Software System, efforts by DEVNET to make necessary revisions to the DEVNET Property Tax Software System due to such modifications will be billable to the County, on a time-and-materials basis, at DEVNET's then-current rates. As necessary for DEVNET to fulfill its obligations hereunder, the County shall provide DEVNET with any reasonably required or requested information regarding any such modifications.
- 3.7 **Hardware Requirements.** On or before the commencement of work to be performed by DEVNET pursuant to this Agreement, the County shall obtain and have in full operation the following hardware for installation and operation of the DEVNET Property Tax Software System and the DEVNET wEdge™ Online Property Inquiry System. The County understands that wEdge™ is only supported on certain web browsers, and that wEdge™ will not function for the County or its users unless they are using a supported web browser. Supported web browsers are identified in the wEdge™ Hardware Requirements below.

## Hardware Requirements for DEVNET Products

**Note:** Hardware may be purchased from any third-party vendor of the County's choice. The county or third-party vendor is responsible for setting up the file server and all required third-party software, including the Active Directory/domain and SQL Server.

The following specifications assume a single SQL and File server environment. In an environment in which the DEVNET applications do not reside on the SQL server, these specifications apply to the SQL server.

If the Application and Image/Document and Sketch files are stored on a separate server or NAS, the file I/O performance of this alternative must be equivalent to the following server specifications.

These specifications are for a physical server to support the DEVNET solution.

Server Specifications
<b>Minimum: Less than 50,000 parcels and less than 30 users</b>
2.00+ GHz quad-core Processor.
32 GB RAM.
300+ GB hard drive space in a RAID-1 (mirroring) or RAID-5 array using 10K 6G SAS drives for Windows OS, SQL Server Application, and Virtual Memory file. <sup>1,2</sup>
600-900 GB available hard drive space in a RAID-1 (mirroring) or RAID-5 array using 10K 6G SAS drives for SQL Data, Application, and Image/Document and Sketch files. <sup>1,2</sup>
Video adapter capable of 1280 x 1024 resolution.
Monitor capable of 1280 x 1024 resolution.
Tape/disk or other backup solution.
High-speed Internet access.
VPN remote access.
1 Gb Ethernet adapter (preferred dual-teamed 1 Gb Ethernet adapters).
N+1 redundant cooling. <sup>3</sup>
N+1 redundant power. <sup>3</sup>
Uninterruptible power supply. <sup>4</sup>
Windows Server 2008-2012 R2 Standard Edition.
Microsoft SQL Server 2008-2012 Standard Edition.
MS SQL Native Client.
.NET Framework 4.5.

<sup>1</sup>The storage space required may vary depending on the number of parcels, images, sketches, and documents. Additionally, the amount of historical information added will impact the storage requirements.

<sup>2</sup>Clients may substitute the recommended RAID levels for alternative RAID levels or storage methods such as a SAN as long as they provide the comparable redundancy and performance. The lowest server specifications provided above will provide sustained disk I/O of 250MB/s based on Windows file read/write testing. The highest specifications will provide sustained disk I/O of 450MB/s based on Windows file read/write testing.

<sup>3</sup>The client can substitute an alternative as long as they provide the same level of redundancy.

<sup>4</sup> The client does not need a UPS specific to this server as long as the solution utilized can provide sufficient runtime and graceful shutdown of the server.

**Server Virtualization**

DEVNET does not recommend a virtual Microsoft SQL server.

If a virtual environment is utilized, the virtual server must provide the same sustained performance as the recommended physical hardware.

The most critical performance component is disk I/O. The virtual SQL server must provide sustained performance equivalent to the recommended physical server while other guest virtual servers on the same physical server are under load. Note that unlike other applications, SQL is not very tolerant of latency.

The lowest server specifications provided above will provide sustained disk I/O of 250MB/s based on Windows file read/write testing. The highest specifications will provide sustained disk I/O of 450MB/s based on Windows file read/write testing.

Workstation Specifications	
<b>Minimum Requirements</b>	2.0+ GHz single core processor.
	4 GB RAM.
	20 GB+ hard drive.
	Video adapter capable of 1280 x 1024 resolution.
	19" standard width or 22" widescreen monitor capable of 1280 x 1024 resolution.
	Windows XP Pro SP3/Vista Business/7 Pro-Ent/8.1 Pro/Ent.
	100/1000 Mb Ethernet adapter.
	Mouse.
	MS SQL Native Client.
	.NET Framework 4.0.
<b>Preferred Requirements</b>	2.0+ GHz dual core processor.
	8 GB RAM.
	40GB+ hard drive.
	Video adapter capable of 1280 x 1024 resolution.
	19" standard width or 22" widescreen monitor capable of 1280 x 1024 resolution.

	Windows 7 Pro-Ent/8.1 Pro/Ent.
	100/1000 Mb Ethernet adapter.
	Mouse.
	MS SQL Native Client.
	.NET Framework 4.0.

**Printers**

DEVNET applications are compatible with most laser printers.

**Receipt/Slip Printer**

DEVNET applications can print receipts with either a laser printer or receipt printer. Receipt/slip printers compatible with the DEVNET applications must have a Windows driver that supports the printer's functions and paper type. If slip/check endorsement printing and/or cash drawers will be used, the receipt/slip printer driver will need to support slip wait and cash drawer open via settings in the driver. The DEVNET applications are compatible with Epson TM-U675 Receipt/Slip/Validation Printer. We also have worked successfully with other Epson printers that use the EPSON Advanced Print Driver.

**Barcode Reader**

The barcode reader must read Code 39 and have the ability to add a prefix and suffix character (depending on County's barcode configuration). Additionally, the barcode reader must be configured to omit carriage return and line feed. DEVNET recommends the Honeywell Voyager Series barcode reader:

**Document Scanning**

The DEVNET application can interface with scanners that provide a fully TWAIN-compliant driver.

DEVNET recommends Fujitsu scanners for use with its imaging applications. When imaging is used within DEVNET applications, one or more licenses of Lead Tools imaging toolkit are required. The Lead Tools software can be provided with the installation of DEVNET software applications.

**Check Scanning**

The DEVNET application can interface with scanners that provide a fully TWAIN-compliant driver. We recommend the Epson Capture One and Epson TM-S2000 scanners.

Recommended MVP Web Server Specifications
Minimum 1 Intel® Xeon® E5-2620 v3 6 core, 2.4 GHz processors.
Minimum 16 GB RAM.
300 GB hard drive space (boot array) in a RAID-1 array utilizing SAS 6GB 10K drives (SSD preferred) for Windows OS, and virtual memory file.
Hot-Spare drives for each drive type.
Minimum 1 Gb Ethernet adapter, preferred 2 balancing/failover teamed.
N+1 redundant cooling.
N+1 redundant power.

Windows Server 2012 R2 Standard Edition - server license and user CALs.
IIS 8.5.
MS SQL Native Client.
.NET Framework 4.0.

**DEVNET EdgeMaps™ – Esri Requirements**

EdgeMaps™ provides real-time GIS integration with authoritative CAMA and tax data. Powered by Esri's ArcGIS Platform, easy-to-configure web maps are embedded throughout the Edge™ software suite offering highly value interactive thematic maps.

- Extend search capabilities with interactive map parcel selection tools.
- Consume a multitude of web maps, each uniquely designed for visualizing property characteristics, reports, and analytics.

Each map references an ArcGIS Online web map. The following are the minimum Esri software licenses that are required to operate EdgeMaps™.

**Option 1**

- On premises map services that display DEVNET data in real-time.
- All map visualizations linked to live data. More control over performance and the number of shapes that may render.
  - ArcGIS Server Standard Enterprise 10.3 or higher (1).
  - ArcGIS Desktop Standard 10.3 or higher (1).
  - ArcGIS Online Identities (1 per user).

**Option 2**

- Cloud-Hosted Map Services, require synchronization of DEVNET data.
- All DEVNET data that is associated with the map's visualizations must be synchronized to ArcGIS Online. Limited control over map rendering properties or performance.
  - ArcGIS Online Identities (1 per user).
  - ArcGIS Online Hosted Feature Services (Service Credits).

\* Hosted feature services cost 2.4 credits per 10 MB stored per month. A single service credit is \$0.10, sold in batches of 100.

3.8 **Delays.** Any delay by the County in performing any of its obligations under this Agreement shall extend all due dates and times for performance of DEVNET's obligations under this Agreement by a like amount of time. DEVNET shall be excused for failing to perform, or for any delay in performing, in accordance with this Agreement to the extent that such failure or delay is caused by the County, any third parties, or by problems or issues with County Equipment, County Software, or County Databases. The County shall be excused for failing to perform or for any delay in performing in accordance with this Agreement to the extent that such failure or delay is caused by any third parties or situations outside of the County's control.



## Article 4: Term and Termination

- 4.1 **Term.** The initial term of this Agreement shall commence on the Effective Date and, unless earlier terminated in accordance with Section 4.2, shall continue in force and effect until 12:01 a.m. on the fifth anniversary of the Effective Date. Any renewals or extensions of the term of this Agreement shall be on such terms as are mutually agreed upon by the Parties in writing from time to time.
- 4.2 **Termination.**
- a. If either Party (hereinafter "Defaulting Party") at any time neglects, fails, or refuses to perform under any of the material provisions of this Agreement, then the other Party may serve upon the Defaulting Party a Notice to Cure said neglect, failure or refusal to perform. The notice to cure shall specify the alleged neglect, failure, or refusal and shall be served as provided for service of notices in paragraph 10.4 herein. If, within fifteen (15) business days of the date of service of such notice, the Defaulting Party has not fully cured all the items indicated therein, or presented a plan acceptable to the other Party to cure such items, then upon expiration of said fifteen business (15) days, the other Party may, at its option, elect to serve a Notice of Termination as provided in paragraph 4.2(b) herein below.
  - b. If either Party (hereinafter "Defaulting Party") at any time neglects, fails, or refuses to perform under any of the material provisions of this Agreement within fifteen business (15) days of service of the Notice to Cure provided in paragraph 4.2(a) hereinabove, then the other Party may serve upon the Defaulting Party notice of its intention to terminate this Agreement. The notice of termination shall specify the alleged neglect, failure, or refusal and shall be served by registered mail. If, within thirty (30) calendar days of the date of service of such notice, the Defaulting Party has not fully cured all the Defaults indicated therein, or presented a plan acceptable to the other Party to cure such Defaults, then upon expiration of said thirty (30) calendar days, the other Party may, at its option, terminate this Agreement immediately with no further obligation to the other party by providing the Defaulting Party a second written notice. This paragraph is subject to Paragraph 10.4 – Notices.
  - c. The right of either Party to terminate this Agreement shall not be affected by its failure to take action with respect to any previous Default.
- 4.3 **Effects of Termination.** Upon any expiration or termination of this Agreement: (i) the County shall immediately cease using the DEVNET Property Tax Software System; and (ii) each Party shall promptly return or destroy all Confidential Information of the other Party then in such Party's possession or control, and an officer of each Party shall certify in writing to the other Party that all such return or destruction has been completed.

## Article 5: Fees and Payment

5.1 The payment schedule set forth herein is priced over the following five years, effective from the date of execution of this Agreement. All invoices submitted by DEVNET pursuant to this Agreement shall be due and paid by the County within thirty (30) days after receipt thereof. Nothing in the Contract will be construed to provide DEVNET with a right of payment from any entity other than the County. Any funds budgeted by the County pursuant to the terms of the Contract that are not paid to DEVNET will automatically revert to the County's discretionary control upon the completion, termination, or cancellation of the Contract. The County will not have any obligation to re-award or to provide, in any manner, the unexpended funds to DEVNET. DEVNET will have no claim of any sort to the unexpended funds.

Included in this contract, is pricing for the option to renew for an additional (5) five years. This contract will automatically renew for the optional five years unless the County provides DEVNET written notification of intent to terminate 90 days prior to February 1, 2023. Any written notice under this Article shall conform to the requirements of Paragraph 10.4.

5.2 **Year 01 (February 1, 2018-January 31, 2019):** For services received by Douglas County under this Agreement during Year 01, Douglas County shall pay to DEVNET the sum of \$284,506.00, payable as follows:

- a. The sum of \$203,635.10 due upon milestones accepted per Appendix C.
- b. The sum of \$20,742.74 on or before February 15, 2018; and,
- c. The sum of \$20,042.72 on or before May 1, 2018; and,
- d. The sum of \$20,042.72 on or before August 1, 2018; and,
- e. The sum of \$20,042.72 on or before November 1, 2018.

5.2 **Year 02 (February 1, 2019- January 31, 2020):** For services received by Douglas County under this Agreement during Year 02, Douglas County shall pay to DEVNET the sum of \$140,870.90, payable as follows:

- a. The sum of \$56,159.60 on or before February 1, 2019; and,
- b. The sum of \$28,237.10 on or before May 1, 2019; and,
- c. The sum of \$28,237.10 on or before August 1, 2019; and,
- d. The sum of \$28,237.10 on or before November 1, 2019.

5.3 **Year 03 (February 1, 2020- January 31, 2021):** For services received by Douglas County under this Agreement during Year 03, Douglas County shall pay to DEVNET the sum of \$141,343.40, payable as follows:

- a. The sum of \$56,632.10 on or before February 1, 2020; and,
- b. The sum of \$28,237.10 on or before May 1, 2020; and,
- c. The sum of \$28,237.10 on or before August 1, 2020; and,
- d. The sum of \$28,237.10 on or before November 1, 2020.

5.4 **Year 04 (February 1, 2021- January 31, 2022):** For services received by Douglas County under this Agreement during Year 04, Douglas County shall pay to DEVNET the sum of \$133,065.90, payable as follows:

- a. The sum of \$48,354.60 on or before February 1, 2021; and,
- b. The sum of \$28,237.10 on or before May 1, 2021; and,
- c. The sum of \$28,237.10 on or before August 1, 2021; and,
- d. The sum of \$28,237.10 on or before November 1, 2021.

- 5.5 **Year 05 (February 1, 2022- January 31, 2023):** For services received by Douglas County under this Agreement during Year 05, Douglas County shall pay to DEVNET the sum of \$98,538.40, payable as follows:
- a. The sum of \$40,077.10 on or before February 1, 2022; and,
  - b. The sum of \$19,487.10 on or before May 1, 2022; and,
  - c. The sum of \$19,487.10 on or before August 1, 2022; and,
  - d. The sum of \$19,487.10 on or before November 1, 2022.
- 5.6 **Optional Year 01 Renewal (February 1, 2023- January 31, 2024):** For services received by Douglas County under this Agreement during Year 01, Douglas County shall pay to DEVNET the sum of \$99,038.40, payable as follows:
- a. The sum of \$40,577.10 on or before February 1, 2023; and,
  - b. The sum of \$19,487.10 on or before May 1, 2023; and,
  - c. The sum of \$19,487.10 on or before August 1, 2023; and,
  - d. The sum of \$19,487.10 on or before November 1, 2023.
- 5.7 **Optional Year 02 Renewal (February 1, 2024- January 31, 2025):** For services received by Douglas County under this Agreement during Year 02, Douglas County shall pay to DEVNET the sum of \$99,538.40, payable as follows:
- a. The sum of \$41,077.10 on or before February 1, 2024; and,
  - b. The sum of \$19,487.10 on or before May 1, 2024; and,
  - c. The sum of \$19,487.10 on or before August 1, 2024; and,
  - d. The sum of \$19,487.10 on or before November 1, 2024.
- 5.8 **Optional Year 03 Renewal (February 1, 2025- January 31, 2026):** For services received by Douglas County under this Agreement during Year 03, Douglas County shall pay to DEVNET the sum of \$100,038.40, payable as follows:
- a. The sum of \$41,577.10 on or before February 1, 2025; and,
  - b. The sum of \$19,487.10 on or before May 1, 2025; and,
  - c. The sum of \$19,487.10 on or before August 1, 2025; and,
  - d. The sum of \$19,487.10 on or before November 1, 2025.
- 5.9 **Optional Year 04 Renewal (February 1, 2026- January 31, 2027):** For services received by Douglas County under this Agreement during Year 04, Douglas County shall pay to DEVNET the sum of \$100,538.40, payable as follows:
- a. The sum of \$42,077.10 on or before February 1, 2026; and,
  - b. The sum of \$19,487.10 on or before May 1, 2026; and,
  - c. The sum of \$19,487.10 on or before August 1, 2026; and,
  - d. The sum of \$19,487.10 on or before November 1, 2026.
- 5.10 **Optional Year 05 Renewal (February 1, 2027- January 31, 2028):** For services received by Douglas County under this Agreement during Year 05, Douglas County shall pay to DEVNET the sum of \$101,038.40, payable as follows:
- a. The sum of \$42,577.10 on or before February 1, 2027; and,
  - b. The sum of \$19,487.10 on or before May 1, 2027; and,
  - c. The sum of \$19,487.10 on or before August 1, 2027; and,
  - d. The sum of \$19,487.10 on or before November 1, 2027.

- 5.11 **Fees for Additional Services.** Unless otherwise mutually agreed by the Parties in writing, the fees to be paid by the County to DEVNET for any additional services provided by DEVNET pursuant to Section 2.9 (or any other relevant provision of this Agreement) shall be charged on a time-and-materials basis, at DEVNET's then-current standard hourly rate.

## Article 6: Proprietary Rights

- 6.1 **Reservation of Rights.** Except as expressly provided in this Article 6, no licenses are granted hereunder. In no event shall title to any software, equipment, or asset pass from DEVNET to the County, nor shall title to any the County Equipment, the County Software, or other asset (including data) of the County's pass from the County to DEVNET, by reason of this Agreement. As between the Parties, DEVNET shall exclusively own all right, title, and interest (including, but not limited to, all copyrights and all renewals and extensions thereof, all other intellectual property and proprietary rights (and all applications therefor), recognized by any country in the world) in and to the DEVNET Property Tax Software System and all related Documentation, Application Programs, demonstration programs, training programs and materials, data screens, interfaces, and marketing literature and other materials, as well as any other software developed by DEVNET pursuant to this Agreement and all improvements, enhancements, customizations, modifications, derivative works, and the like of any of the foregoing.
- 6.2 **License by DEVNET.** DEVNET hereby grants to the County, effective upon the written mutual agreement by the Parties upon a Scope of Work pursuant to Section 2.2, a limited, non-exclusive, non-transferable license to use, only for the County's internal business purposes and only during the term of this Agreement (as the term of this Agreement may be renewed and extended, as provided for herein), the compiled Application Programs of the DEVNET Property Tax Software System that DEVNET provides to the County hereunder and that at any given time reside on the County Equipment. Except as set forth herein, the County may not use, sublicense, distribute, sell, rent, or otherwise transfer or dispose of, or modify, decompile, disassemble, or reverse engineer, in whole or in part, the DEVNET Property Tax Software System or any Application Programs, or any modified forms of any of the foregoing, in any manner whatsoever. The County will protect against the disclosure of the DEVNET Property Tax Software System in accordance with Article 7 below. The license granted under this Article 6.2 will be immediately revoked in the event that the County breaches any of these provisions. The County shall be allowed to make a reasonable number of copies of the DEVNET Property Tax Software System for the purpose of routine system backup and archival.
- 6.3 **License by the County.** The County hereby grants to DEVNET, effective as of the Effective Date, a limited, non-exclusive, non-transferable (except in the event of an assignment of this Agreement by DEVNET in accordance with Section 10.3), fully-paid, royalty-free license and right to access and use the County Equipment, and County Software, and the County Databases, as necessary and appropriate for DEVNET to fulfill its obligations under this Agreement and as otherwise contemplated by this Agreement.

## Article 7: Confidentiality

- 7.1 **Definition.** DEVNET and the County may disclose to each other certain Confidential Information in connection with this Agreement. The term "Confidential Information" shall mean any information or data (including, but not limited to, software (in either source code or object code form), documentation, product designs and plans, pricing schedules, customer and supplier lists, trade secrets, know-how, processes, techniques, inventions (whether or not patentable), and other technical, business, and financial information that is not generally known or available to the public) that is disclosed by either Party to the other Party under or in connection with this Agreement and that: (a) if in tangible form or other media that can be converted to readable form, is marked as "proprietary," "confidential," "private," or the like when disclosed or otherwise would reasonably under the circumstances be expected or considered to be confidential or proprietary by a prudent person with no special knowledge of the applicable industry; or (b) if disclosed orally or in visual form, is identified as proprietary, confidential, private, or the like at the time of disclosure and is summarized and indicated as being confidential in a writing delivered by the disclosing Party to the other Party within ten (10) days after such disclosure. Confidential Information of a Party may be the property of, or otherwise relate to, either the disclosing Party itself or an Affiliate of the disclosing Party. As used in this Agreement, an "Affiliate" means: (i) with respect to the County, any governmental agency or body associated with, and subordinate to, the County; and (ii) with respect to DEVNET, any person or entity that, at any given time, directly or indirectly, controls, is controlled by, or is under common control with, DEVNET, whether through ownership of voting securities, by contract, or otherwise (with, for this purpose, and without limiting the foregoing, any person or entity that owns more than fifty percent (50%) of the outstanding voting securities (or other equity interests) of any other entity shall be deemed to control such other entity).
- 7.2 **Obligations.** Each Party acknowledges the value to the other Party of the Confidential Information of the other Party. In addition, each Party shall:
- Use the Confidential Information of the other Party only as required for this Agreement;
  - Use at least the same level of care to protect and prevent the unauthorized disclosure of the Confidential Information of the other Party as such Party uses to protect its own information of a similar nature (but not less than reasonable care);
  - Restrict disclosure of the Confidential Information of the other Party solely to those employees of such Party and its Affiliates and third-party contractors with a reasonable need to know such Confidential Information (i.e., who reasonably require access to the Confidential Information in order to perform their respective assigned duties or responsibilities) and who are subject to legally binding obligations of confidentiality substantially similar to those set forth herein, and not disclose any Confidential Information of the other Party to any other person or entity without the prior written consent of such other Party;
  - Make only such number of copies of the Confidential Information of the other Party as is necessary for performance under this Agreement; and
  - Reproduce and include on all copies made by such Party of any Confidential Information of the other Party any confidentiality notices that are contained on the Confidential Information, as received from the other Party hereunder.



7.3 **Exceptions.** The obligations of Section 7.2 above shall not apply to any Confidential Information that the receiving Party can demonstrate:

- Is or becomes available to the public through no breach of this Agreement;
- Was previously known by the receiving Party without any obligation to hold it in confidence;
- Is received from a third party free to disclose such information without restriction;
- Is independently developed by the receiving Party without reference to or use of Confidential Information of the disclosing Party;
- Is approved for release by written authorization of the disclosing Party, but only to the extent of, and subject to such conditions as may be imposed in, such written authorization;
- Is required by law or regulation (including, but not limited to, by any applicable "freedom of information," "sunshine," or "right-to-know" law or act) to be disclosed, but only to the extent and for the purposes of such required disclosure; or
- Is disclosed in response to a valid order of a court and other governmental body of the United States or any political subdivisions thereof, but only to the extent of and for the purposes of such order; provided, however, that, in such a case, the Party subject to such an order shall first notify other Party of the order and permit such other Party to seek an appropriate protective order.

7.4 **Return or Destruction.** Except for any rights expressly granted in this Agreement, any Confidential Information (including, but not limited to, any permitted copies thereof) of either Party shall be deemed and shall remain the property of such Party. Upon any expiration or termination of this Agreement, and upon the written request of the other Party, each Party shall, within twenty (20) days after such expiration or termination or receipt of such written request, return all Confidential Information, including all copies thereof, of the other Party to the other Party or, if so directed by the other Party, destroy all such Confidential Information.

7.5 **Equitable Relief.** Each Party agrees that any breach or violation by it of any provision of this Article 7 would cause the other Party irreparable injury for which it would have no adequate remedy at law, and that, in such a case, the other Party shall be entitled to seek immediate injunctive relief prohibiting such violation, in addition to any other rights and remedies available to such Party.

7.6 **Survival.** All obligations undertaken respecting Confidential Information provided hereunder shall survive any expiration or termination of this Agreement.



## Article 8: Warranty

- 8.1 The warranties provided in this Agreement do not cover malfunctions or failure caused by:
- a. The County's modification or relocation of the County equipment or software, unless mutually agreed upon in writing prior to each such modification or relocation.
  - b. The County's or any third party's abuse, misuse or negligence;
  - c. Power failure or surges, lightning, fire, flood, accident, and other events outside DEVNET's reasonable control;
  - d. The County's failure to fulfill its contractual obligations set forth in this Agreement; and
  - e. Hardware, network or operating system failure.
- 8.2 Except for the warranties expressly set forth above in this Article 9, DEVNET makes no other warranties of any kind, express or implied, regarding the DEVNET Property Tax Software System, any component thereof, any work to be performed by DEVNET hereunder, or otherwise with respect to this Agreement, and all other warranties (including, but not limited to, any warranties of merchantability or fitness for a particular purpose) are expressly disclaimed and excluded, to the maximum extent permissible by applicable law.
- 8.3 The County expressly acknowledges that systems made available or accessible on or through the Internet or other public networks cannot be guaranteed to be totally secure and that no security measures are impenetrable. If, pursuant to this Agreement, the County is licensing or otherwise being provided by DEVNET with any program, product, or component that will be made available or accessible on or through the internet or any other public network (e.g., DEVNET'S "wEdge" product), the County acknowledges that, as between the parties, the County (and not DEVNET) is solely and exclusively responsible for deploying, monitoring, and maintaining appropriate security measures, systems, and infrastructure (e.g., firewalls) that reasonably and appropriately protect, and prevent unauthorized access to, the County's systems, data, and other resources. Without limiting the provisions of Article 8.3, DEVNET expressly does not represent, warrant, or covenant that any such DEVNET-provided program, product, or component shall be available or accessible on a completely uninterrupted or error-free basis. DEVNET shall not have any obligation or liability with respect to: (I) inaccuracies, errors, or omissions in data or information provided by third parties or that arise in the transmission of any data or information over the internet or other public networks; or (II) security breaches or incidents that result from causes not under the control of DEVNET.

## Article 9: Indemnification

- 9.1 **By the County.** The County shall defend, indemnify and hold DEVNET and its Affiliates, and their respective employees, officers, directors, agents, representatives, and shareholders, harmless from and against any third-party claim or suit against DEVNET or any of the foregoing, to the extent such claim or suit arises out of or in connection with an assertion that any County Equipment or County Software, the County Database (or any data contained therein), or any other data, software, documentation, or materials provided or made available by the County to DEVNET in connection with performance under this Agreement, or any use of any of the foregoing in accordance with this Agreement, infringes any copyright, trademark, patent, or other intellectual property or proprietary right, or constitutes a misappropriation of any trade secret. In the event of any such claim or suit: (a) DEVNET shall promptly notify the County in writing of such claim or suit (except that the failure of DEVNET to promptly notify the County shall reduce the County's obligations of indemnification hereunder only to the extent that the County is prejudiced thereby); (b) the County shall have the sole control of the defense and settlement thereof; and (c) DEVNET shall reasonably cooperate with the County regarding such defense and shall furnish to the County, on request, information reasonably available to DEVNET for such defense. Notwithstanding the foregoing provisions of this Section, the County is in no way authorized to agree to any settlement, compromise, or the like that would require DEVNET to make any payment or that does not fully release DEVNET.
- 9.2 **By DEVNET.** DEVNET shall defend, indemnify and hold the County and its Affiliates, employees, officials, agents, and representatives harmless from and against, any third-party claim or suit against the County or any of the foregoing, to the extent such claim or suit arises out of or in connection with an assertion that the DEVNET Property Tax Software System, or any other deliverables or services provided by DEVNET to the County hereunder, or any use of any of the foregoing in accordance with applicable Documentation and this Agreement, infringes any copyright, trademark, patent, or other intellectual property or proprietary right, or constitutes a misappropriation of any trade secret. In the event of any such claim or suit: (a) the County shall promptly notify DEVNET in writing of such claim or suit (except that the failure of the County to promptly notify DEVNET shall reduce DEVNET's obligations of indemnification hereunder only to the extent that DEVNET is prejudiced thereby); (b) DEVNET shall have the sole control of the defense and settlement thereof; and (c) the County shall reasonably cooperate with DEVNET regarding such defense and shall furnish to DEVNET, on request, information reasonably available to the County for such defense.

Notwithstanding the foregoing provisions of this Section, DEVNET is in no way authorized to agree to any settlement, compromise, or the like that would require that the County make any payment. In the event that the use of any portion of the DEVNET Property Tax Software System, or any other deliverables or services provided by DEVNET to the County hereunder, is enjoined, or is likely to be enjoined, on account of any claim or suit referred to above, DEVNET shall promptly: (1) procure, at its sole expense, the right for the County to continue using the applicable materials in accordance with this Agreement; or (2) replace or modify the applicable materials to be outside the scope of the injunction and no longer infringing, but still substantially equivalent in functionality and performance to the materials at the time such claim or suit was brought. If neither of these actions is reasonably feasible through DEVNET's exercise of commercially reasonable efforts, DEVNET may terminate this Agreement upon notifying the County thereof in writing, without liability or penalty, refunding to the County, on an appropriately prorated basis, any fees prepaid by the County for the use of the DEVNET Property Tax Software System, or for Software Maintenance, for periods of time not yet expired as of the effective date of the termination.

Notwithstanding any provision to the contrary set forth in this Section or elsewhere in this Agreement, DEVNET shall have no obligation of indemnification under this Section to the extent that the given claim or suit (and the alleged infringement or misappropriation) arises from: (X) modification of the DEVNET Property Tax Software System, or modification of any other deliverables or services provided by DEVNET to the County hereunder, by other than DEVNET or any party under the direction or control of DEVNET; (Y) the combination of the DEVNET Property Tax Software System, or of any other

deliverables or services provided by DEVNET to the County hereunder, with hardware or software other than those supplied, approved, or recommended by DEVNET or any party under the direction or control of DEVNET or specified in the applicable Documentation as being suitable or appropriate for use with the DEVNET Property Tax Software System or the applicable deliverables or services provided by DEVNET to the County hereunder; or (Z) any specifications or requirements provided by the County with respect to any portions of the DEVNET Property Tax Software System, or of any deliverables or services provided by DEVNET hereunder, that were developed or created hereunder (or the DEVNET Property Tax Software Systems, or any such deliverables' or services', adherence or conformance to any such specifications or requirements).

## Article 10: Miscellaneous

- 10.1 **Entire Agreement.** This Agreement, including any amendments hereto, if any, constitutes the entire agreement between the Parties with respect to the subject matter hereof and supersedes all previous proposals, negotiations, representations, commitments, documents and all other communications between the Parties, both oral and written. It may not be released, discharged or modified except by an instrument in writing signed by a duly authorized representative of each of the Parties. The terms of this Agreement shall prevail notwithstanding any variance with the terms and conditions of any form document, such as a purchase order, submitted by either Party to the other Party.
- 10.2 **Construction of Contract.** The Contract will be construed and interpreted according to the laws of the State of Nevada. There will be no presumption for or against the drafter in interpreting or enforcing the Contract. In the event a dispute arises between the Parties, the Parties promise and agree to first meet and confer to resolve any dispute. If such meeting does not resolve the dispute, then the Parties agree to mediate any dispute arising from or relating to the Contract before an independent mediator mutually agreed to by the parties. The fee, rate or charge of the mediator will be shared equally by the Parties, who will otherwise be responsible for their own attorney's fees and costs. If mediation is unsuccessful, litigation may only proceed before a department of the Ninth Judicial Court of the State of Nevada in and for the County of Douglas that was not involved in the mediation process, and attorney's fees and costs, including expert fees, will be awarded to the prevailing party at the discretion of the court. The Parties mutually agree to not seek punitive damages against either Party.
- 10.3 **Force Majeure.** A party is not liable for failure to perform the party's obligations if such failure is as a result of Acts of God (including fire, flood, earthquake, storm, hurricane or other natural disaster), war, invasion, act of foreign enemies, hostilities (regardless of whether war is declared), civil war, rebellion, revolution, insurrection, military or usurped power or confiscation, terrorist activities, nationalization, government sanction, blockage, embargo, labor dispute, strike, lockout or interruption or failure of electricity or telephone service.
- 10.4 **Assignment.** This Agreement shall not be assigned by either Party without the written consent of the other.
- 10.5 **Notices.** Except as otherwise provided for herein, any notice, communication or demand which under the terms of this Agreement or under any statute must or may be given or made by either Party to the other shall be in writing and shall reference this Agreement. Such notice shall be conveyed by personal delivery, facsimile during business hours with hard copy to follow within 24 hours, or certified, express, overnight or other mail service which provides proof of receipt, addressed to the respective Parties at the following addresses, as each Party updates its address from time to time by notice delivered in accordance herewith:

**To DEVNET:** DEVNET, Inc.  
1709 Afton Road  
Sycamore, Illinois 60178

**To the County:** Douglas County  
1616 8<sup>th</sup> Street  
Minden, NV 89423

The date upon which such notice is so personally delivered, or, if the notice is given by said mail service or facsimile, the date that it is received by the addressee, shall be deemed to be the date of such notice, irrespective of the date appearing thereon.

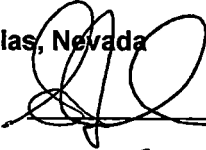
- 10.6 **Independent Contractor.** DEVNET and the County are acting hereunder as independent contractors, and under no circumstances shall any of the employees of one Party be deemed the employees of the other for any purpose. This Agreement shall not be construed so as to constitute DEVNET and the County as partners or joint ventures, or as authority for either Party to act for the other Party in any agency or other capacity, or to make commitments of any kind for the account of or on behalf of the other except to the extent and for the purposes provided for herein.
- 10.7 **Governing Law.** This Agreement shall be construed in accordance with and governed by the laws of the State of Nevada.
- 10.8 **Severability.** If any provision of this Agreement is determined by a court of competent jurisdiction to be invalid or unenforceable, such determination shall not affect the validity or enforceability of any other part or provision of this Agreement.
- 10.9 **Non-Waiver.** Failure of either Party to insist in any instance upon strict performance by the other Party of any of the provisions of this Agreement shall not be construed or deemed to be a waiver of such provision, or any other provision hereof.
- 10.10 **Non-Exclusive Remedies.** Unless expressly otherwise provided in this Agreement, the remedies under this Agreement shall be cumulative and are not exclusive or mutually exclusive. Election of one remedy shall not preclude pursuit of other remedies available under this Agreement or at law or in equity. In any equitable action or arbitration conducted in connection with this Agreement, each Party may seek any remedy generally available under the governing law.
- 10.11 **Compliance with Laws.** Each Party shall comply with all applicable laws and regulations that pertain to its performance of its obligations and exercise of its rights under this Agreement. Both parties shall conduct their respective actions under this Agreement in such manner as to comply in all respects with the laws of the United States of America, the State of Nevada, and any other state, federal or local agency or unit of government that may legally control or direct the actions of either Party. In the event any provision of this Agreement shall now or at any time in the future be in conflict with any such law, rule, ordinance, decision or other writing of any such governmental agency or unit of government, then said provision shall be null and void and of no force and effect, and the remainder of this Agreement shall continue in full force and effect as if said provision had not been included herein. County will not waive and intends to assert all available NRS chapter 41 liability limitations.
- 10.12 **Binding Effect.** This Agreement shall be binding on each of the Parties and their respective successors and assigns.
- 10.13 **Approvals.** This Agreement shall not be binding upon DEVNET until it is approved and signed by DEVNET's duly authorized representative and all officials and officers of the County that are required by statute or ordinance to execute it.

[Continued on Next Page]

10.14 **Survival.** Any provision of this Agreement that imposes or contemplates continuing obligations on a Party or that, by its nature or terms, would be reasonably understood to have been intended to survive and continue in force and effect after expiration or termination of this Agreement shall so survive for as long as intended, including, but not limited to, the provisions of Section 4.3, Article 6, Article 7, Article 8, Article 9, and Article 10.

IN WITNESS WHEREOF, the Parties hereto have caused this Agreement to be executed by their duly authorized representatives as of the Effective Date.

**Douglas, Nevada**

By:  \_\_\_\_\_

Printed Name: STEVEN THALER \_\_\_\_\_

Title: CHAIRMAN - BOCC \_\_\_\_\_

By: \_\_\_\_\_

Printed Name: \_\_\_\_\_

Title: \_\_\_\_\_

By: \_\_\_\_\_

Printed Name: \_\_\_\_\_

Title: \_\_\_\_\_

**DEVNET Inc.**

By:  \_\_\_\_\_

Michael J. Gentry, President

## Appendix A: Software Description

### Proposal Deliverables:

#### Property Tax Assessment

- a. Parcel Maintenance, includes:
  - i. Name and Address Maintenance
  - ii. Legal Description Maintenance
  - iii. Site Address Maintenance
  - iv. Parcel Split and Combinations
  - v. Time Memo Maintenance
  
- b. Farmland Processing
  - i. Soils Maintenance
  - ii. Farmland Reporting
  - iii. Farmland Calculations
  
- c. Notices and Reporting
  
- d. State Abstracts
  
- e. Parcel Inquiry
  
- f. Assessor functions for Corrections
  
- g. Vacant Land Maintenance
  
- h. TIF Maintenance

#### Property Tax Calculation

- a. Tax District maintenance
- b. State Reporting
- c. Calculate Taxes
- d. Notices and Reporting
- e. Rollover to County Treasurer



### **Property Tax Collection / Distribution**

- a. Tax Billing
- b. Tax Collection and Distribution
- c. Treasurer functions for Corrections
- d. Delinquent Notices
- e. Reports and inquiry
- f. State Reporting of Tax Collections

### **Delinquent Tax Module**

- a. Tax Sale Maintenance and Processing
- b. Postponement of taxes Maintenance
- c. Bankruptcy Handling
- d. Reports and Inquiry

### **Personal Property Processing**

- a. Maintenance of Personal Property Accounts
- b. Calculation of Personal Property Tax
- c. Billing of Personal Property Tax
- d. Collection of Personal Property Tax
- e. Distribution of Personal Property Tax
- f. Reporting of Personal Property Tax
- g. State Reporting of Personal Property Tax

### **Mass Appraisal**

- a. Replacement Cost Module for Residential, Agricultural, Commercial and Industrial Structures
- b. Cost Table Maintenance
- c. Sales Maintenance including Land Sales
- d. Sales Ratio / Study Module
- e. Land Appraisal Module
- f. Multiple Regression Analysis
- g. Comparable Property Analysis

### **Mobile Home Module**

- a. Mobile Home Maintenance includes:
  - i. Name and Address Maintenance
  - ii. Vehicle information Maintenance
  - ii. Calculate/print Mobile Home Tax Bills
- b. Mobile Home Collection. This will be made part of the Real Estate Collection Module.
- c. Mobile Home Distribution.
- d. Notices and Reporting.

## **DEVNET Hosted wEdge E-Government Solution**

Industry leading e-government and property search platform that integrates property information, GIS, and other government services through a single application.

wEdge is a customizable inquiry solution that integrates with the Edge® applications providing county and public users access to important taxpayer information.

### **wEdge Features**

- Highly-customizable user interface
- Search properties by parcel number (PIN), property address, owner name and address, sale date, taxing body, property class, neighborhood, building attributes, and more
- Sort results by property/account number, property address, or name.
- Parcel detail view can show any and all information associated with a property
- Unlimited number of images, sketches, and scanned documents
- Integrates with Google Maps, Bing Maps, county GIS, and Pictometry
- Section 508 and WAI-AAA accessibility standards compliant
- Captures the full history for each property for all years
  
- Online Collection – A DEVNET approved Partner should be selected for shopping cart integration

### **GIS Map Option**

wEdge supports embedding ArcGIS Online webmaps when configured using Esri's Web AppBuilder. This is included at no additional cost, if the following requirements are met and in place.

#### **Minimum requirements:**

ArcGIS Online

- ArcGIS Online Organization for publishing content and optionally hosting GIS data.
- Single named user for publishing.
- Publically accessible web map with parcel polygon layer, parcel number field, and pop-ups enabled.
- Publically accessible web app published with Web AppBuilder.

#### **GIS data hosting options:**

1. Parcel data and other GIS layers can be published to ArcGIS Online as hosted feature services.
2. Parcel data can be served from ArcGIS Server as feature services
  1. Services can be hosted on premises. DEVNET data can be joined to parcel polygons producing near real-time information
  2. Services can be hosted by a GIS vendor.

## **DEVNET Hosted wEdge Deliverables**

There are many benefits that come with DEVNET hosting the wEdge solution:

- DEVNET maintains the server and infrastructure
- Hosting is offered for FREE with the purchase of wEdge
- All updates, bug fixes, database fixes and phone support for county staff

**Not Included:** Software support for wEdge online inquiry shall not include:

Phone Support for the public or subscribers. This is chargeable at \$125.00 per hour. The County also has the option of buying support in blocks of hours for the public/subscribers at \$110.00 per hour for a minimum of 20 hours. Any time spent by DEVNET supporting the public or subscribers with issues pertaining to wEdge that are not already covered under this agreement will be tracked in fifteen minute increments and billed to the county monthly at the above hourly rate.

Support due to infrastructure problems at the county site is not covered. Support for this instance is billable at \$125.00 per hour with a minimum of one hour per incident. Any time spent by DEVNET providing support due to infrastructure problems not already covered under this agreement will be tracked in fifteen minute increments and billed to the county monthly at the above hourly rate.

## **EdgeMaps™ GIS Solution**

DEVNET has recently developed a new product line integrating GIS into our entire Edge™ system allowing users to visualize the property tax data. EdgeMaps™ is a valuable tool that can be integrated within the CAMA solution to visualize the analytics and correlations between subject neighborhoods and properties, as well as to visualize delinquent parcels, further analyzing neighborhood trends and conditions. We have provided more information within this section.

EdgeMaps™ provides real-time GIS integration with authoritative CAMA and Tax Data. Powered by Esri's ArcGIS Platform, easy-to-configure web maps are embedded throughout the Edge™ software suite, offering highly valuable interactive thematic maps.

- Extend search capabilities with interactive parcel selection tools.
- Consume a multitude of web maps, each uniquely designed for visualizing property characteristics, reports and analytics.
- Support ArcGIS Land Records solutions by serving real-time Local Government Information Model data.
- Property Characteristics – CAMA attributes such as land and building characteristics can be symbolized in web map viewed through an embedded map in the Edge™ CAMA toolset.
- Studies and Reports – In addition to data entry, Edge™ is a reporting tool. DEVNET's Edge™ applications provide a comprehensive set of tools for the analysis of sales, property attributes, and valuation data. Most studies and reports return a subset of parcels. Embedded web maps allow a user to view a thematic map of report and study results.

## Appendix B: Third Party License and Maintenance Fees

Third Party License and Maintenance	License Fees				
	Year 1	Year 2	Year 3	Year 4	Year 5
Marshall & Swift (Commercial)	\$9,950.00	\$10,422.50	\$10,895.00	\$11,367.50	\$11,840.00
Lead Tools (Imaging)	\$750.00				
<b>Total License, Maintenance and Third Party Cost</b>	<b>\$10,700.00</b>	<b>\$10,422.50</b>	<b>\$10,895.00</b>	<b>\$11,367.50</b>	<b>\$11,840.00</b>

Third Party License and Maintenance	License Fees				
	Year 6	Year 7	Year 8	Year 9	Year 10
Marshall & Swift (Commercial)	\$10,450.00	\$10,922.50	\$11,395.00	\$11,867.50	\$12,340.00
<b>Total License, Maintenance and Third Party Cost</b>	<b>\$10,450.00</b>	<b>\$10,922.50</b>	<b>\$11,395.00</b>	<b>\$11,867.50</b>	<b>\$12,340.00</b>

## Appendix C: Milestone Payments

Milestone Payments are due upon acceptance per 2.2 and 2.7 listed above.

Delivery times for each delivery will be determined by the Scope of Work as referenced in 2.2.

- A. The sum of \$35,519.30 due upon signed Scope of Work. Scope of Work is accepted upon meeting the conditions in 2.2.
- B. The sum of \$28,019.30 due upon acceptance of Assessment Administration Module. Assessment Administration Module is accepted upon meeting the conditions in 2.7.
- C. The sum of \$28,019.30 due upon acceptance of CAMA (Computer Assisted Mass Appraisal) Module. CAMA (Computer Assisted Mass Appraisal) Module is accepted upon meeting the conditions in 2.7.
- D. The sum of \$28,019.30 due upon acceptance of Personal Property Module. Personal Property Module is accepted upon meeting the conditions in 2.7.
- E. The sum of \$28,019.30 due upon acceptance of Tax Calculation Module. Tax Calculation Module is accepted upon meeting the conditions in 2.7.
- F. The sum of \$28,019.30 due upon acceptance of Billing and Collection Module. Billing and Collection Module is accepted upon meeting the conditions in 2.7.
- G. The sum of \$28,019.30 due upon acceptance of wEdge and EdgeMaps Module. wEdge and EdgeMaps Module is accepted upon meeting the conditions in 2.7.

Douglas County

State of Nevada

### CERTIFIED COPY

I certify that the document to which this certificate is attached is a full and correct copy of the original record on file in the Clerk/Treasurer's Office on this

By [Signature] of [Signature] 20[Signature]  
Deputy