

**CivicPlus License and Service Agreement for El Mirage**Date Initiated: 05-05-03

Contact Name:	Pat Timlin	E-mail Address	ptimlin@cityofelmirage.org	
Street Address:	14405 North Palm Street			
Address 2:	Box 26			
City	El Mirage	State:	AZ	Zip Code: 85335
Phone:	623-972-8116	Fax:	623-972-8110	
Billing Contact:	Accounts Payable			
Billing Address (if different)				
Billing Phone #:	623-972-8116	Fax:	623-972-8110	Information required on invoices, e.g. P.O. # or Job #:
Tax ID #:	Sales Tax Exempt #:			
Payment Terms:	Annual	Acct. Rep.	Laura Munsch	

**Terms and Conditions:**

1. Annual invoicing for this contract will take place 60 days after the contract is signed or upon the initially established go-live date, whichever comes first.
2. Either party may terminate the agreement at the end of the contract term by providing the other party with 60 days prior notice.
3. In the event that neither party gives such notice prior to the end of the initial or any subsequent term, this agreement will automatically be renewed for an additional contract term.
4. In the event of early termination of this agreement by the client, full payment of the remainder of the contract is required within 15 days of termination.
5. In the event of a rate increase, CivicPlus will notify the client at least 60 days in advance of the annual renewal.
6. Upon completion of development, the Setup and Development Fees will be invoiced.
7. Annual fees for CivicPlus services are invoiced prior to the year of service and are due by the first of the following month.
8. Modifications to the original "go-live" date may result in additional fees.
9. Payment is due on the date annotated on the invoice for that term's service. Service will be discontinued if payment is not made within 20 days after the due date. Payments received will be applied first to finance charges, then to the oldest outstanding invoice.
10. If the account exceeds 60 days past due, the web service will be removed and the data will be erased.
11. CivicPlus will support one designated support contact for the client. Support will include providing technical support of the CivicPlus system. Page design, graphic design, word processing training, custom programming, and application support are not included in this contract. Additional support services may be contracted separately.

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This document shall serve as the contract agreement for CivicPlus services to El Mirage  
**Service Rates:** El Mirage agrees to pay CivicPlus for the following chosen services:

	Monthly Fee	One-Time Fee
<input type="checkbox"/> Base Package, ____ MB	\$ _____	\$ _____
<input type="checkbox"/> Standard Package, ____ MB	\$ _____	\$ _____
<input checked="" type="checkbox"/> Elite Package, <u>300</u> MB	\$ 350.00	\$ Contracted separately
<input type="checkbox"/> Premium Package, ____ MB	\$ _____	\$ _____
<input type="checkbox"/> _____ Package includes: Content population of <u>home</u> page	\$ _____	\$ _____
<b>MODULES:</b>		
<input checked="" type="checkbox"/> Archive Center	\$ Included	\$ Included
<input type="checkbox"/> Banner Development - Additional	\$ _____	\$ _____
<input type="checkbox"/> Bid Posting (requires Notify Me)	\$ _____	\$ _____
<input checked="" type="checkbox"/> Business Directory	\$ Included	\$ Included
<input checked="" type="checkbox"/> Civic Alert or News Flash	\$ Included	\$ Included
<input checked="" type="checkbox"/> Document Center <i>Enhanced j.m.</i>	\$ Included	\$ Included
<input type="checkbox"/> E-Commerce	\$ _____	\$ _____
<input type="checkbox"/> Events Calendar - Standard	\$ _____	\$ _____
<input checked="" type="checkbox"/> Events Calendar - Enhanced	\$ Included	\$ Included
<input type="checkbox"/> Extranet	\$ _____	\$ _____
<input type="checkbox"/> Forms Creation (____ forms)	\$ _____	\$ _____
<input type="checkbox"/> Intranet	\$ _____	\$ _____
<input type="checkbox"/> Job Posting (requires Notify Me)	\$ _____	\$ _____
<input checked="" type="checkbox"/> Notify Me (up to 1000 E-mail addresses)	\$ Included	\$ Included
<input checked="" type="checkbox"/> Online Web Statistics	\$ Included	\$ Included
<input checked="" type="checkbox"/> Opinion Poll	\$ Included	\$ Included
<input checked="" type="checkbox"/> Site Search	\$ Included	\$ Included
<input checked="" type="checkbox"/> Staff Directory	\$ Included	\$ Included
<input checked="" type="checkbox"/> Upgrade to CivicPlus Advanced	\$ Included	\$ Included
<input type="checkbox"/> Web Mail # of Email _____	\$ _____	\$ _____
One-Time Registration: Keyword Selection, Site Optimization Information, Link Popularity Boost	\$ Included	\$ Included
<input checked="" type="checkbox"/> Search Engine Registration Optimization	\$ _____	\$ _____
<input checked="" type="checkbox"/> Basic Registration \$125 (Included in One-Time Fee)	\$ 10.00	\$ _____
<input checked="" type="checkbox"/> Additional Domains	\$ _____	\$ _____
<input type="checkbox"/> Other _____	\$ _____	\$ _____
<input type="checkbox"/> Initial Development:	\$ _____	\$ _____
<input type="checkbox"/> Training: (Contracted separately)	\$ _____	\$ _____
<b>Total:</b>	\$ 360.00/mo	\$ Contracted Separately
<i>j.m.</i> <i>Additional domain</i>	\$ <del>4,320</del>	\$ _____
	\$ 4,440	\$ _____

Is this a new domain name? X Yes X No Web Site Name: www.civofelmirage.org (existing) and www.ci.el-mirage.az.us (new)  
 List any other URLs associated with your web site. WWW.ELMIRAGE-AZ.GOV (existing)

**Setup Notes:** CivicPlus will develop a unique website home page and banner for use in the CivicPlus Website Management System. The City of El Mirage will be responsible for their initial development of pages using the CivicPlus system.

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**Additional Training:** Training that involves billable time beyond the contracted amount will be documented. Approval by client is necessary before billable time is incurred.

**Support:** 30 days of free user support will be provided with the purchase of CivicPlus services. Technical problems with the software are addressed throughout the contract period at no charge.

**Additional Projects:** Projects that involve billable time beyond the contracted amount will be documented. Written approval by the client is necessary before billable time is incurred.

**Maintenance Upgrades:** Maintenance upgrades to the CivicPlus service are provided at no extra charge. Additional modules may be purchased and activated at any time

**Indemnification and Liability**

El Mirage 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 El Mirage and installation of software contemplated by this agreement, or otherwise arising out of or in any way connection 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 gross negligence or willful misconduct on the part of CivicPlus.

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.

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.

**Development Specifications**

Additional development specifications and requirements will follow upon commencement of the project.

**Acceptance:**

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

Richard J. Ross  
Name

7/30/03  
Date

El Mirage

Laura M. Murrell  
Name

7/30/03  
Date

CivicPlus

The terms of this unsigned contract will remain effective until August 1, 2003.

Please fax the above contract as soon as possible to your account representative at 785-587-8951  
For any billing questions, Accounting can be reached at 888-228-2233, ext.215