



### Hosting Renewal Contract

<b>Organization</b>	Hidalgo County	<b>URL</b>	<a href="http://www.co.hidalgo.tx.us">http://www.co.hidalgo.tx.us</a>	
<b>Street Address</b>	2812 S. Business Hwy. 281			
<b>Address 2</b>				
<b>City</b>	Edinburg	<b>State</b>	TX	<b>Postal Code</b> 78539
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.				
<b>Emergency Contact &amp; Mobile Phone</b>	Karina Cardoza	953-343-0011		
<b>Emergency Contact &amp; Mobile Phone</b>	Renan Ramirez	956-457-0792		
<b>Emergency Contact &amp; Mobile Phone</b>	Michelle Villarreal	956-640-9875		
<b>Billing Contact</b>	Renan Ramirez	<b>E-Mail</b>	<a href="mailto:Renan.ramirez@co.hidalgo.tx.us">Renan.ramirez@co.hidalgo.tx.us</a>	
<b>Phone</b>	956-292-7010	<b>Ext.</b>	<b>Fax</b>	956-318-2152
<b>Billing Address</b>	P.O. Box 207			
<b>Address 2</b>				
<b>City</b>	Edinburg	<b>ST</b>	TX	<b>Postal Code</b> 78540
<b>Tax ID #</b>	74-6000717	<b>Sales Tax Exempt #</b>		
<b>Billing Terms</b>	Semi-Annual	<b>Account Rep</b>	Carrie Broeckelmann	
<b>Info Required on Invoice (PO or Job #)</b>				
<b>Contract Contact</b>	Karina Cardoza	<b>Email</b>	<a href="mailto:Karina.cardoza@co.hidalgo.tx.us">Karina.cardoza@co.hidalgo.tx.us</a>	
<b>Phone</b>	956-292-7026	<b>Ext.</b>	<b>Fax</b>	956-318-2152
<b>Project Contact</b>	Karina Cardoza	<b>Email</b>	<a href="mailto:Karina.cardoza@co.hidalgo.tx.us">Karina.cardoza@co.hidalgo.tx.us</a>	
<b>Phone</b>	956-292-7026	<b>Ext.</b>	<b>Fax</b>	956-318-2152

### Terms & Conditions

**Billing & Payment Terms**

1. Annual Support, Maintenance & Hosting invoices may be prorated in order to correlate with the Client's (Hidalgo County) budget year.
2. Fees for CivicPlus Annual Support, Maintenance & Hosting services are invoiced prior to the year of service and are due by the first of the following month, but no sooner than 30 days from invoice date.
3. If the Client's account exceeds 60 days past due, Support will be discontinued until the Client's account is made current. If the Client's account exceeds 90 days past due, Annual Support, Maintenance & Hosting will be discontinued until the Client's account is made current. Client will be given 30 days notice prior to discontinuation of services for non-payment.
4. Unless otherwise limited by law, a finance charge of 2.9 percent (%) per month or \$5.00, whichever is greater, will be added to past due accounts. Payments received will be applied first to finance charges, then to the oldest outstanding invoice(s).



5. Provided the Client's account is current, at any time the Client may request an electronic copy of the website Customer Content and Government Content Management System (GCMS) 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 GCMS Software.

#### **Agreement Renewal**

6. 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.
7. 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.
8. In the event of early termination of this Agreement by the client, full payment of the remainder of the contract is due within 15 days of termination.
9. Each year this Agreement is in effect, a technology investment and benefit fee of 5 percent (%) of the total Annual Support, Maintenance & Hosting costs will be applied.

#### **Support**

10. 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.
11. Support includes providing technical support of the CivicPlus Government 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.
12. 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.
13. 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.

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**Annual Support, Maintenance and Hosting Fee**

<b>Current Annual Support, Maintenance and Hosting Fee</b> Server Storage not to exceed <b>20GB</b> Media Center Storage not to exceed 10GB	<b>\$13,500</b>
<b>Annual Increase</b>	<b>\$675</b>
<b>Pay this Amount</b> (Paid Semi-Annual in January and November)	<b>Jan-Oct \$11,812.50</b> <b>+</b> <b>Nov-Dec \$2,362.50</b> <b>=</b> <b>\$14,175</b>

<b>Annual Support, Maintenance &amp; Hosting Service Include the Following:</b>		
<b>Support</b>	<b>Maintenance of CivicPlus Application &amp; Modules</b>	<b>Hosting</b>
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	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

**Acceptance**

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

\_\_\_\_\_  
Hidalgo County

\_\_\_\_\_  
Date

\_\_\_\_\_  
CivicPlus

\_\_\_\_\_  
Date

<b>Sign and E-mail or Fax this Copy</b> Attn: Contract Manager E-mail: SalesCoordinators@CivicPlus.com Fax: 785-587-8951	<b>And – Mail Two (2) Signed Originals</b> CivicPlus Contract Manager 317 Houston St., Suite E Manhattan, KS 66502
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We will e-mail or fax a counter-signed copy of the 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.