



Services Renewal Agreement

Terms & Conditions

1. CivicPlus, LLC, d/b/a CivicPlus ("CivicPlus") will provide website support, software maintenance and hosting services for Burleson, TX ("Client") that includes all functionality as defined in this agreement ("Agreement").
2. The terms and conditions of this Services Renewal Agreement are intended to continue those relevant terms of the agreements for services signed between the Client and CivicPlus.

Billing & Payment Terms

3. Fees for CivicEngage Main Website annual services shall be invoiced on October 1 of each year, beginning October 1, 2021.
4. Fees for Client's CivicEngage Department Header Page shall be invoiced on October 1 of each year, beginning October 1, 2021. Client shall receive a credit applied to their account for the remainder of their balance paid in 2020.
5. Fees for CivicHR annual services shall be prorated and aligned from ~~June 29, 2021~~ to September 30, 2021 and shall be invoiced on ~~June 29, 2021~~. Thereafter, Client shall be invoiced the full annual amount on October 1 of each year, beginning October 1, 2021.
6. 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.
7. The Client will be invoiced electronically through email. Upon request CivicPlus will mail invoices and the Client will be charged a \$5.00 convenience fee.
8. Provided the Client's account is current, at any time the Client may request an electronic copy of the website graphic designs, the page content, all module content, all importable/exportable data, and all archived information ("Customer Content"). Client agrees to pay \$250 per completed request.
9. Client acknowledges and agrees that certain services for which Client is contracting hereunder may be rendered by or with third-party providers under contract with CivicPlus.

Agreement Renewal

10. This Agreement term shall extend the Client's services for an additional five-year period through September 30, 2026 (the "Initial Term").
11. By providing the other Party with written notice of such declination prior to September 1, either Party may decline the CivicHR annual service described in Section 5 of this Agreement beginning October 1. If a Party exercises the declination provided in this Section, CivicPlus shall not provide and Client shall not owe the CivicHR annual service described in Section 5 for the annual year beginning October 1 and any subsequent year thereafter. A declination of the CivicHR annual service as provided in this Section shall not act as a termination of the Annual Support, Maintenance & Hosting Agreement described in Section 12. A declination of the CivicHR annual service as provided in this Section shall not act as an early termination of this Agreement described in Section 14. If the declination provided in this Section is exercised by a Party, an automatic renewal of this Agreement described in Section 13 shall not include the CivicHR annual service described in Section 5 of this Agreement.
12. 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.
13. 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.
14. In the event of an early termination of this Agreement by the Client, Client shall owe CivicPlus the remainder of the annual service amount assessed in Sections 3, 4, and 5 for the annual service year, and Client shall make full payment of such amount to CivicPlus within 30 days of the termination. The termination payment described in this Section shall be limited to the remainder of the annual service amount assessed in Sections 3, 4, and 5 for the annual service year, and not the remainder of the term of the Agreement.
15. After the Initial term, a technology investment and benefit fee of 5 percent (%) of the total Annual Support, Maintenance & Hosting costs may be applied during each renewal term.



Support

16. 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.
17. Support includes providing technical support of the CivicEngage software, application support (pages and modules), and technical maintenance of Client's website. Client may request, at any time, additional page design, graphic design, user training, site modification, and custom programming to be contracted separately for an additional fee.
18. During the period of this Agreement and subsequent annual renewals, CivicPlus warrants that it will, without additional charge to the Client, take action to correct any problems or defects discovered in the CivicEngage software and reported to CivicPlus by the Client, such warranty to include ongoing maintenance upgrades and technical error correction. CivicPlus provides online website statistics software at no extra charge. If Client desires to use other website statistic software, CivicPlus will provide the necessary log file access.

Intellectual Property, Ownership & Content Responsibility

19. Client owns the Customer Content, defined as website graphic designs, webpage or software content, module content, importable/exportable data, and archived information. Client will not own the CivicEngage software or its associated applications and modules.
20. Client assumes full responsibility for website content maintenance and content administration. Client, not CivicPlus, shall have sole responsibility for the accuracy, quality, integrity, legality, reliability, appropriateness, and intellectual property ownership or right to use of all Customer Content.
21. Client shall not (i) license, sublicense, sell, resell, transfer, assign, distribute or otherwise commercially exploit or make available to any third party the CivicEngage software in any way; (ii) modify or make derivative works based upon the CivicEngage software; (iii) create Internet "links" to the CivicEngage software or "frame" or "mirror" any GCMS® administrative access on any other server or wireless or Internet-based device; or (iv) reverse engineer or access the CivicEngage software in order to (a) build a competitive product or service, (b) build a product using similar ideas, features, functions or graphics of the CivicEngage software, or (c) copy any ideas, features, functions or graphics of the CivicEngage software.
22. The CivicPlus name, the CivicPlus logo, and the product and module names associated with the CivicEngage software are trademarks of CivicPlus, and no right or license is granted to use them.

Taxes

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



Acceptance

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

Client *Joe Dwy*

Date 10/04/2021

Amey Kander

9/28/2021
Date

CivicPlus

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

Contracts@CivicPlus.com

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

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

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

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



Annual Support, Maintenance and Hosting Fee

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|--|---------------------------|
| <p>2021 CivicHR Annual Support, Maintenance and Hosting Fee Effective June 29, 2021 through September 30, 2021</p> <p>CivicHR</p> <ul style="list-style-type: none"> • Applicant Tracking | <p>\$1,743.01</p> |
| <p>2021 Total Annual Support, Maintenance and Hosting Fee Effective October 1, 2021 through September 30, 2022</p> <p>CivicEngage Main Site (\$19,269.75)</p> <ul style="list-style-type: none"> • Recurring Redesign <p>CivicEngage Department Header (\$802.63)</p> <p>CivicHR (\$7,274.40)</p> <ul style="list-style-type: none"> • Applicant Tracking | <p>\$21,582.12</p> |
| <p>2022 Total Annual Support, Maintenance and Hosting Fee Effective October 1, 2022 through September 30, 2023</p> <p>CivicEngage Main Site (\$19,269.75)</p> <ul style="list-style-type: none"> • Recurring Redesign <p>CivicEngage Department Header (\$802.63)</p> <p>CivicHR (\$7,274.40)</p> <ul style="list-style-type: none"> • Applicant Tracking | <p>\$21,582.12</p> |
| <p>2023 Total Annual Support, Maintenance and Hosting Fee Effective October 1, 2023 through September 30, 2024</p> <p>CivicEngage Main Site (\$19,269.75)</p> <ul style="list-style-type: none"> • Recurring Redesign <p>CivicEngage Department Header (\$802.63)</p> <p>CivicHR (\$7,274.40)</p> <ul style="list-style-type: none"> • Applicant Tracking | <p>\$21,582.12</p> |
| <p>2024 Total Annual Support, Maintenance and Hosting Fee Effective October 1, 2024 through September 30, 2025</p> <p>CivicEngage Main Site (\$19,269.75)</p> <ul style="list-style-type: none"> • Recurring Redesign <p>CivicEngage Department Header (\$802.63)</p> <p>CivicHR (\$7,274.40)</p> <ul style="list-style-type: none"> • Applicant Tracking | <p>\$21,582.12</p> |



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|---|--------------------|
| 2025 Total Annual Support, Maintenance and Hosting Fee Effective October 1, 2025 through September 30, 2026 | |
| CivicEngage Main Site (\$19,269.75) <ul style="list-style-type: none"> Recurring Redesign | \$21,582.12 |
| CivicEngage Department Header (\$802.63) | |
| CivicHR (\$7,274.40) <ul style="list-style-type: none"> Applicant Tracking | |

| Annual Support, Maintenance & Hosting Service Include the Following: | | |
|---|---|--|
| Support | Maintenance of CivicPlus Application & Modules | Hosting |
| 7 a.m. – 7 p.m. (CST) Monday – Friday (excluding holidays) 24/7 Emergency Support Dedicated Support Personnel 4-hour Response During Normal Hours Usability Improvements Integration New & Upgraded Services Proactive Support for Updates & Fixes Online Training Manuals Monthly Newsletters Routine Follow-up Check-ins | Install Service Patches for OS Fixes Improvements Integration Testing Development Usage License Upgrades | DNS Consulting & Maintenance Monitor Bandwidth-Router Traffic Redundant ISP Redundant Cooling Diesel Powered Generator Daily Tape Backup Intrusion Detection & Prevention Antivirus Protection Upgrade Hardware Shared Web/SQL Server |

Attachment "A"

This exhibit shall be attached to the agreement or contract dated October 4, 2021 between Civic Plus and the City of Burleson, Texas (the "Client") (the "Agreement"), and is fully made a part of said Agreement. In the event of a conflict between any provision in this exhibit and any other provision in the Agreement or any other exhibit to the Agreement, the terms provided in this exhibit shall govern. The provisions of this Exhibit shall survive any termination, closing, or completion of the Agreement.

1. No Waiver of Governmental Immunity. Nothing contained in this Agreement shall be construed as a waiver of City's governmental immunity, or of any damage caps or limitations imposed by law, or any other legal protections granted to City by law, except to the extent expressly provided or necessarily implied herein.

2. Applicable Law; Venue. This Agreement is subject to and governed by the laws of the State of Texas. Any disputes arising from or relating to this Agreement shall be resolved in a court of competent jurisdiction located in Johnson County, Texas, or the federal courts for the United States for the Northern District of Texas. The parties hereto irrevocably waive any right to object to the jurisdiction of such courts in any dispute arising from or relating to this Agreement.

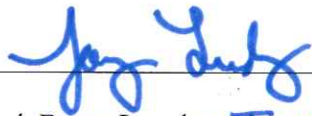
3. Relationship of the Parties. The parties agree that in performing their responsibilities under this Agreement, they are in the position of independent contractors. This Agreement is not intended to create, does not create, and shall not be construed to create a relationship of employer-employee. Vendor, Vendor's employees, and anyone else working at Vendor's direction is an independent contractor and not an employee or servant of the City. Nothing in this Agreement is intended to or shall be construed in any manner as creating or establishing the relationship of employer-employee between Vendor, Vendor's employees, and anyone else working at Vendor's direction. Vendor, Vendor's employees, and anyone else working at Vendor's direction shall at all times remain an independent contractor with respect to the service to be performed under this Agreement.

4. Limitations. THE PARTIES ARE AWARE THERE ARE CONSTITUTIONAL AND STATUTORY LIMITATIONS (LIMITATIONS) ON THE AUTHORITY OF CITY TO ENTER INTO CERTAIN TERMS AND CONDITIONS THAT MAY BE PART OF THIS AGREEMENT, INCLUDING TERMS AND CONDITIONS RELATING TO DISCLAIMERS AND LIMITATIONS OF WARRANTIES; DISCLAIMERS AND LIMITATIONS OF LIABILITY FOR DAMAGES; WAIVERS, DISCLAIMERS AND LIMITATIONS OF LEGAL RIGHTS, REMEDIES, REQUIREMENTS AND PROCESSES; LIMITATIONS OF PERIODS TO BRING LEGAL ACTION; LIABILITY FOR ACTS OR OMISSIONS OF THIRD PARTIES; PAYMENT OF ATTORNEYS' FEES; INDEMNITIES; AND CONFIDENTIALITY. THE TERMS AND CONDITIONS RELATED TO LIMITATIONS WILL NOT BE BINDING ON CITY EXCEPT TO THE EXTENT AUTHORIZED BY THE LAWS AND CONSTITUTION OF THE STATE OF TEXAS.

5. Indemnity. The City shall not and does not indemnify Vendor or any other third party under the Agreement.

6. Termination Due to Lack of Appropriations. If City should not appropriate or otherwise receive funds sufficient to purchase, lease, operate, or maintain the equipment or services set forth in this Agreement, City may unilaterally terminate this Agreement effective on the final day of the fiscal year through which City has funding. City will make every effort to give Vendor at least thirty (30) days written notice prior to a termination for lack of appropriations. In the event of termination due to a lack of appropriations, City will pay Vendor for all undisputed fees and expenses related to the equipment and/or services City has received, or Vendor has incurred or delivered, prior to the effective date of termination.

City of Burleson, Texas (City):

By: 

Printed: ~~Bryan Langley~~ TOMMY LUBWIG

Title: City Manager
Deputy

Date: October 4, 2021

Civic Plus (Vendor):

By: 

Printed: Amy Vikander

Title: Vice President of Client Services

Date: 9/28/2021