

**AN ORDINANCE APPROVING AN AGREEMENT WITH CIVICPLUS,  
INC. TO PROVIDE SERVICES RELATING TO THE CITY OF TWIN  
OAKS WEBSITE**

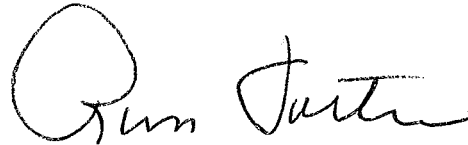
---

**BE IT ORDAINED BY THE BOARD OF ALDERMEN OF THE CITY OF TWIN  
OAKS, MISSOURI, AS FOLLOWS:**

**Section 1.** The Board of Aldermen hereby approves, and the Mayor is hereby authorized to execute, a contract substantially in the form of "Exhibit 1" attached hereto and incorporated herein, on behalf of the City with CivicPlus Inc. for website design, content development, deployment, related training, hosting, support and such other services set forth in the agreement with regard to the City's website for period of three (3) years at a rate of \$4,334 per year all as provided in Exhibit 1.

**Section 2.** This Ordinance shall be in full force and effect on and after its passage and approval by the Mayor.

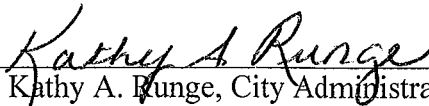
PASSED AFTER HAVING BEEN READ IN FULL OR BY TITLE TWO TIMES PRIOR TO  
PASSAGE BY THE BOARD OF ALDERMEN OF THE CITY OF TWIN OAKS, MISSOURI,  
THIS 5<sup>th</sup> DAY OF DECEMBER 2018.



---

Russ Fortune, Mayor

Attest:



---

Kathy A. Runge, City Administrator/Clerk

## Exhibit 1



### License and Service Agreement

**Date:** November 5, 2018

**Client:** City of Twin Oaks, MO

**Client Address:** 1381 Big Bend Road, Twin Oaks, MO 63021

**Phone:** (636) 225-7873

This License and Service Agreement ("Agreement") sets forth the agreed upon terms and conditions under which CivicPlus, Inc ("CivicPlus") will provide the Services, as outlined and defined in the attached Exhibit A – Statement of Work ("SOW").

#### Term and Termination

1. This agreement shall be for a three-year period, starting at signing, and shall automatically renew, year-to-year, unless terminated by either party.
2. Either party may terminate the Services by providing the other party with at least 60 days written notice prior to the renewal date.
3. Client may terminate this Agreement at any time if CivicPlus is found in default of any obligation defined within this Agreement which has not been cured within thirty days after receipt of written notice of such default.
4. Notwithstanding the above, in the event this Agreement and the Services are terminated, any outstanding invoices for Services performed shall become due in full and any outstanding fees for annual services shall be prorated from the beginning of the renewal term to the date of termination.

#### Intellectual Property & Ownership

5. This Agreement is not a sale of CivicCMS Content Management System (the "CMS") and its associated applications and modules. CivicPlus provides a right of use to the Client during the period of this Agreement. Rights are non-transferable.
6. The Client will own the graphic designs and web content that are incorporated into the CMS; ownership assumes all invoices for development have been paid by the Client. Upon completion and delivery of the website to Client, Client will assume full responsibility of the content maintenance and 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 Client Content.
7. Regarding the CMS, Client may not: a) license, sublicense or in any way commercially exploit or make it available to any third party, b) make derivative works based upon it, c) reverse engineer or access it in order to build a similar product, copy features or functions, or share it with third parties, or d) copy any ideas, features, functions or graphics.
8. The CivicPlus name, the CivicPlus and CivicCMS logo, and the products and modules associated with these services provided are trademarks of CivicPlus, and no right or license is granted to use them.



### **Billing & Payment Terms**

9. The project charges include the one-time development costs (\$7,000) and the annual services (\$2,000) as detailed on Exhibit A. The client has elected to spread these charges over three fiscal years, as follows:
  - \$4,334 will be invoiced after January 1, 2019 and due 30 days after invoice.
  - \$4,334 will be invoiced after January 1, 2020 and due 30 days after invoice.
  - \$4,334 will be invoiced after January 1, 2021 and due 30 days after invoice.
10. Annual services, including but not limited to hosting, support and maintenance services, shall be subject to a 5% annual increase beginning in Year 4 of service.
11. The Client shall only pay those expenses which are specifically defined in this Agreement or defined in writing and approved as an addendum to this Agreement.
12. If the Client's account exceeds 90 days past due, the web service may be temporarily removed from service until the Client's account is made current. Client will be given 30 days' notice prior to any removal of the website for non-payment.
13. 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.

### **Taxes**

14. 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

### **Marketing**

15. Client allows CivicPlus to display a "Government Websites by CivicPlus" insignia, and web link at the bottom of their web pages.
16. Client agrees to allow CivicPlus to include a reference(s) to the Client's website on the CivicPlus corporate website. This may include a mention of the Client, a picture of the Client's home page, and/or a case study of the Client's project.

### **Liability**

17. 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 Client.
18. CivicPlus will not be liable for any failure of performance that is caused by or the result of any act or omission by Client or any entity employed/contracted on the Client's behalf.
19. Client agrees that it is solely responsible for any solicitation, collection, storage, or other use of end-users' Personal Data on any website or online service provided by



CivicPlus. Client further agrees that CivicPlus has no responsibility for the use or storage of end-users' Personal Data in connection with the website or the consequences of the solicitation, collection, storage, or other use by Client or by any third party of Personal Data.

20. To the extent it may apply to any service or deliverable of any SOW, user logins are for designated individuals chosen by Client ("Users") and cannot be shared or used by more than one User. Client will be responsible for the confidentiality and use of User's passwords and user names. Client will also be responsible for all Electronic Communications, including those containing business information, account registration, account holder information, financial information, Client Data, and all other data of any kind contained within emails or otherwise entered electronically through any CivicPlus Property or under Client's account. CivicPlus will act as though Client will have sent any Electronic Communications it receives under Client's passwords, user name, and/or account number. Client shall use commercially reasonable efforts to prevent unauthorized access to or use of any CivicPlus Property and shall promptly notify CivicPlus of any unauthorized access or use of any CivicPlus Property and any loss or theft or unauthorized use of any User's password or name and/or user personal information.
21. Client shall comply with all applicable local, state, and federal laws, treaties, regulations, and conventions in connection with its use of any CivicPlus Property.

#### **Indemnification**

22. To the extent allowed by law, CivicPlus agrees to indemnify and hold Client harmless from any and all claims for bodily injury, death, personal injury and property damage and for any other expenses (including attorney's fees) which arise out of the negligent actions or omissions of CivicPlus during the performance of this Agreement.

#### **Force Majeure**

23. Neither party will be liable to the other for any failure or delay in rendering performance arising out of causes beyond its control and without its fault or negligence. Such causes may include, but not be limited to, acts of God or the public enemy, freight embargoes, power outages, and unusually severe weather; but the failure or delay must be beyond its control and without its fault or negligence and shall only be for the period causing the delay.

#### **Miscellaneous**

24. At all times and for all purposes hereunder, CivicPlus is an independent contractor and not an employee of the Client.
25. Any and all modifications of the services and/or terms of this agreement, shall be accomplished by an amendment, which must be approved in writing by both parties.
26. The invalidity, in whole or in part, of any provision of this Agreement shall not void or affect the validity of any other provision of this Agreement.
27. Each person signing this Agreement represents and warrants that he or she is duly authorized and has legal capacity to execute and deliver this Agreement. Each party



CivicCMS License and Service Agreement for **Twin Oaks, MO**

represents and warrants to the other that the execution and delivery of the Agreement and the performance of such party's obligations hereunder have been duly authorized and that the Agreement is a valid and legal agreement binding on such party and enforceable in accordance with its terms.

**Acceptance**

We, the undersigned, agreeing to the conditions specified in this document, understand and consent to the terms & conditions of this Agreement.

Client	CivicPlus
By:	By:
Name:	Name: Bill Letsky
Title:	Title: Sales Director
Date:	Date:



## Standard Website Services

## Exhibit A

### City of Twin Oaks, MO

#### Initial Services

**Phase 1: Website Design**

- Create Site Homepage Design & Layout
- Create Subpage Design & Layout
- Modify Design with Client Input until Approved

**Phase 2: Site Implementation**

- Identify Global Navigation, Cascading Navigation, Mega-Menus & Related Links
- Implement Design within CMS
- Develop Department Landing Pages

**Phase 3: Content Development**

- Create All Department & Board Landing Pages
  - Contact Information
  - Staff Table
  - Welcome Text
- Build out All Additional Pages of Content

**Phase 4: User Training**

- One Day of Online User training sessions: Group & Individual, as needed

**Phase 5: Website Deployment**

- Final Site Review and Link Checking
- Install & Activate related modules
- DNS Activities

**Total Project Cost:**

**\$7,000**



## Annual Services

## Exhibit A

### Hosting

- Secure Hosting in domestic data center
- Shared Web/SQL Server
- Redundant ISP
- 24/7 Monitored facility
- Redundant Power supplies with back-up generator
- Daily backups off-site
- 99.9% Uptime
- Intrusion Detection & Prevention

### Support

- 24/7 Emergency Support
- Up to Three (3) Designated Support Users
- Unlimited Number of Content Editors
- Unlimited User Support, 9am to 5pm, Monday – Friday
- Personnel dedicated solely to User Support
- Same day response (24 Hour Window)
- Online Training Documentation
- Monthly User Tutorials

### CMA Application & Modules

- Annual CMS Usage License
- Periodic CMS Upgrades
- Core Drupal Upgrades, as Applicable
- Periodic Module Upgrades
- Install Service Patches, as Applicable

Total Annual Cost \$2,000

Additional supported users may be added at an annual cost of \$250 per user.

Included in your website package:

- Apache Solr Search Appliance
- Google Analytics for Traffic Statistics
- E-Subscriber Mail Lists
- Online Web Forms
- Online Monthly User Webinars
- No Limit as to the Number of Pages You Can Add Over Time
- Optional Modules: Bids, Business Directory, Popular Pages, Recyclopeda, Intranet