

## Contact Information

\*all documents must be returned: Master Service Agreement, Statement of Work, and Contact Information Sheet.

<b>Organization</b>	URL	
Street Address		
Address 2		
City	State	Postal Code
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>		
<b>Emergency Contact &amp; Mobile Phone</b>		
<b>Emergency Contact &amp; Mobile Phone</b>		
<b>Billing Contact</b>	E-Mail	
Phone	Ext.	Fax
Billing Address		
Address 2		
City	State	Postal Code
Tax ID #	Sales Tax Exempt #	
Billing Terms	Account Rep	
Info Required on Invoice (PO or Job #)		
<b>Contract Contact</b>	Email	
Phone	Ext.	Fax
<b>Project Contact</b>	Email	
Phone	Ext.	Fax

**CivicPlus**

302 South 4th St. Suite 500  
Manhattan, KS 66502  
US

**Quote #:**

Q-04627-2

**Date:**

8/7/2019 2:15 PM

**Expires On:**

8/31/2019

**Product:**

CivicRec

**Ship To**

Andre' Stigall  
Sparks NV - CivicRec

**Bill To**

Sparks NV - CivicRec

SALESPERSON	Phone	EMAIL	DELIVERY METHOD	PAYMENT METHOD
Dustin Flentie	x	flentie@civicplus.com		Net 30

**Exhibit A.1 - Statement of Work**

QTY	Product Name	DESCRIPTION	TOTAL
1.00	CivicRec Annual Fee	CivicRec Annual Fee	\$26,469.76
1.00	CivicRec Ultimate	Ultimate Package -Project Coordination - Branded Public Portal -Help Center Access -Access to Live Project Support -Named Implementation Consultant*	\$4,650.00
7.00	Virtual Training (Half Day Block)	Training (Virtual) - half day, up to 4 hours	\$3,593.75
4.00	Virtual Consulting (Half Day Block)	Consulting (Virtual) - half day, up to 4 hours	\$1,875.00
2.00	2 Day On-Site Training	2 Day On-Site Training Package	\$0.00
4.00	On-Site Training Fee	On-Site Training Fee	\$8,000.00
6.00	Travel Days	On-Site Days	\$4,500.00
1.00	Approved Payment Gateway	Approved Payment Gateway	\$2,500.00
1.00	Approved Payment Gateway Annual Fee	Approved Payment Gateway Annual Fee	\$0.00
1.00	CivicRec GIS Integration	GIS Integration - Integrate with GIS software to continually provide updated address information into the new system. ArcGIS from ESRI is only option. We do not support other GIS options.	\$2,500.00
1.00	CivicRec Financial Accounting Extract	Financial Extract - Custom financial extract tailored to a specific financial system.	\$10,000.00

\* CivicPlus will use its best efforts to provide the same named Implementation Specialist throughout the duration of the implementation of the project. If, for any reason, the names Implementation Specialist must change, Client will work with CivicPlus in assigning a new, experienced, Implementation Consultant.

		<b>TOTAL:</b>	<b>\$64,088.51</b>

Total Days of Quote:309\*

One Time Costs	\$37,618.75
Recurring Costs	\$26,469.76

\* Recurring Costs stated herein are based upon the number of days stated above.  
Upon renewal of this SOW, the Recurring Costs will reflect a 365 day calendar year.  
This amount may fluctuate, depending on the date of signing; this number of days reflects a signing date of August 26, 2019.

1. Performance and payment under this SOW shall be subject to the terms & conditions of the Agreement by and between Client and CivicPlus, to which this Statement of Work (SOW) is hereby attached.

2. This SOW shall remain in effect for an initial term starting from signing and ending June 30, 2020. In the event that neither party gives 60 days' notice to terminate prior to the end of the initial or any subsequent renewal term, this Agreement will automatically renew for an additional 1-year Renewal Terms starting on July 1 of the relevant calendar year.

3. The Total First Year Fees (total of One-Time Costs and Recurring Cost) shall be invoiced as follows:

- a. Upon signing of this SOW – 20% of the Total First Year Fees;
- b. Upon the sooner of completion of Phase 2 or 2 months from signing – 25% of the Total First Year Fees;
- c. Upon the sooner of completion of Phase 3 or 5 months from signing (Training) - 50% of Total First Year Fees;
- d. Upon the completion of implementation of the CivicRec Recreation Management Software and Go-Live – the remaining 5% of the Total First Year Fees.

All Phases are detailed on the Implementation Phases and Time-line document attached hereto.

4. Renewal Term Annual Services Fees (Recurring Costs) shall be invoiced on the date of signature of relevant calendar years beginning with the second year of service. Annual services, including but not limited to hosting, support and maintenance services, shall be subject to a annual increase beginning in Year 3 of service. Annual increases will not exceed 5% per year, beginning year 3.

5. The Client's Annual Services Fees agreed upon herein are based on Client processing up to \$2,500,000.00 of revenue per year ("Predicted Processing Volume"). Starting with the first renewal year of this SOW, CivicPlus reserves the right (but not the obligation) to audit Client once every 12 months to determine Client's actual processing volume ("Actual Processing Volume"). In the event Client's Actual Processing Volume exceeds the Predicted Processing Volume, CivicPlus will notify client within 30 days of the audit of the Actual Processing Volume and the applicable increase in the Annual Fees resulting from such Actual Processing Volume. The increase in the Annual Fees shall be implemented in the subsequent renewal year, starting July 1, provided the Client has received notice at least 180 days prior to July 1.

6. All amounts owed to CivicPlus hereunder are fully-earned upon provision of the Services Provided, as described in Addendum 1, and are not subject to withholding or off-set in any manner whatsoever, such amounts are non-refundable upon payment subject only to a clear demonstration of an accounting error. Client expressly acknowledges and agrees that Client is familiar with the proposed Services Provided and CivicPlus' billing process.

7. For the purposes of obtaining merchant account services through CP Pay, Client may utilize the designated merchant account for CivicRec through an integrated partnership with OpenEdge ("CP Pay Merchant"). In the event Client chooses CP Pay Merchant, Client will enter into a merchant account agreement with OpenEdge. Such agreement's terms and conditions will solely enure to the benefit and obligation of Client; CivicPlus shall not be a party to such agreement. In the event Client chooses CP Pay Merchant, CivicPlus will facilitate Client and CP Pay Merchant communication for contracting purposes and shall integrate the CP Pay Merchant account processor at no charge to Client. Client agrees to comply with all terms and conditions of the resulting merchant account agreement and pay all fees required to maintain the services. If Client desires to use an integrated merchant account processor gateway besides the designated CP Pay Merchant, an integration fee will be included in Client's implementation fees. Client agrees to comply with all terms and conditions of the resulting merchant account agreement and pay all fees required to maintain the services. Client acknowledges that the fees set forth in this SOW do not include any transaction, processing or other fees imposed by Client's merchant account processor. Client is fully responsible for their relationship with their selected processor. In no event will CivicPlus: (i) take part in negotiations, (ii) pay any fees incumbent on the Client or merchant account, or (iii) acquire any liability for the performance of services of any chosen merchant account processor, including CP Pay Merchant.

8. When Client uses CP Pay, then Client may take online credit card payments for certain services or products they provide via the Client websites supported by CivicPlus. As such, through CP Pay, CivicPlus facilitates an automated process for redirecting credit card payments to Client's chosen payment gateways / merchant account processors. For card payments, CivicPlus will redirect any payments processing to the Client's merchant account processor gateway, and the merchant account processor gateway presents the payment form page and processes the card payment. CivicPlus does not transmit, process or store cardholder data and does not present the payment form. CivicPlus implements and maintains PCI compliant controls for the system components and applications that provide the redirection services only.

### Acceptance

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

Client

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

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

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

Date: \_\_\_\_\_

\_\_\_\_\_

CivicPlus

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

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

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

Date: \_\_\_\_\_

\_\_\_\_\_

## Addendum 1 to Exhibit A.1 – Services Provided

Services provided by CivicPlus to the Client under this agreement include the following:

**Access:** CivicPlus hereby grants a nonexclusive license during the term of the Agreement for the Client to access, use and display the CivicPlus item(s) listed in the SOW in accordance with the terms of the Agreement. Excluding occasional maintenance, the Software shall be available 24 hours per day, seven days per week with a guaranteed uptime of 99%. The Portal is accessible via the public Internet from any device with an Internet connection and browser. .

**Documentation:** All CivicPlus startup and user's guides are maintained electronically in the system and can be accessed through the "Help Center" from within CivicPlus. CivicPlus does not provide paper copies of its guides and help files.

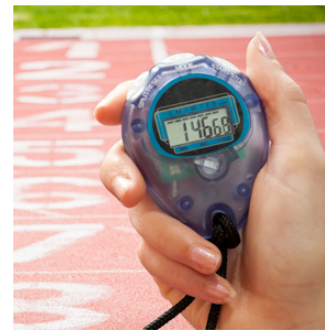
**Data Backups:** CivicPlus currently performs backups daily of all of its data (6:00 AM). In case of emergency, CivicPlus may restore data to the point of the previous backup.

**Enhancements:** New features will be added throughout the term of this Agreement. Client will have full access to all of these new features without additional charge. Client is also encouraged to submit change requests as they see opportunities for improvement. CivicPlus will attempt to implement any and all changes that improve the value of CivicPlus to all of our Clients at no charge. Notwithstanding the foregoing, all custom work will be estimated and agreed upon in writing by the parties hereto prior to work start.

**Client Support:** CivicPlus shall provide an online utility for problem reports and change requests. Client may also reach CivicPlus by phone at 1-800-335-1863 between the hours of 7:00 AM and 7:00 PM Central Standard Time, Monday through Friday and excluding national holidays. E-mail support is also available at support@CivicPlus.com. Non-emergency after-hours support may be subject to additional fees. Emergencies will be handled as soon as possible. Enhancement requests will be queued based on priority and implemented on a schedule. CivicPlus shall have sole and absolute discretion as to whether support requests exceed reasonable use or exceed the scope of services outlined in this Agreement.

**Data:** In the event Client no longer wishes to use CivicPlus, CivicPlus will export Client data based on a requested format (in most cases). If the data exporting request is initiated by Client, additional fees may apply. All work will be estimated and agreed upon in writing by the parties hereto prior to work start.

# Implementation Phases and Time-line



## Sample Plan

The following is a simplified example project plan. A typical CivicRec implementation averages 24-30 weeks. The City of Sparks's specific timeline can be affected by different training or integration needs as well as your own schedules and availability. However, upon determination of your final scope, we will be able to disclose a complete and more detailed project plan specifically tailored to you.

Kickoff- Week 1	
Project Kickoff Meeting	
Your Implementation Consultant will establish your project schedule and coordinate communication channels and meetings with your staff	
Phase 1 - Weeks 2 - 4	
Round 1 Client Deliverables Due	Configuration Training
Payment Gateway Information	Training Sessions
Phase 2 - Weeks 5 - 7	
Round 2 Client Deliverables Due	CivicPlus Public Page Build
Facility & Activity Import	CivicPlus will create the public page view to ensure it has the same look and feel of your current website and begin any imports included in your offer
Phase 3 - Weeks 8 - 18	
Facilities/Activities Training	POS Training
Training Sessions	Training Sessions
Phase 4 - Weeks 19 - 23	
Client Catalog Build Due	
Catalog is fully built with all desired facilities and activities	
Phase 5 - Weeks 24 - 25	
System Preparation For Launch	Go-Live & Sign Off
Project check in meeting to discuss preparation for Go-Live, go over items that were imported, verify payment gateway, and public page setup	New CivicRec product goes live, client introduced to Client Success Manager