

**Services Renewal Agreement****Terms & Conditions**

1. CivicPlus, LLC, d/b/a CivicPlus ("CivicPlus") will provide website support, maintenance and hosting for Napa, CA ("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 original services agreement for services signed between the Client and CivicPlus, which shall remain in full force and effect.

Billing & Payment Terms

3. Fees for CivicPlus Annual Support, Maintenance & Hosting services shall be invoiced on March 31 of relevant years, beginning March 31, 2021.
4. 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.
5. 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.
6. 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.
7. 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

8. This Agreement term extends the original services agreement for another 3 years.
9. 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.
10. 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.
11. 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.
12. 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

13. 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.
14. 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.
15. 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.

**Service & License Renewal Agreement for Napa, CA**

16. 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

17. 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.
18. 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.
19. 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 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.
20. 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

21. 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.

IN WITNESS WHEREOF, the parties hereto have executed this Agreement to be effective on the Effective Date set forth below.

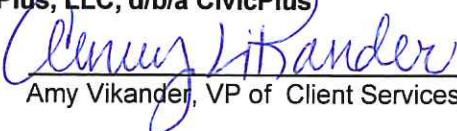
CITY:**CITY OF NAPA, a California charter city**

By:

Steve Potter, City Manager

CONSULTANT:**CivicPlus, LLC, d/b/a CivicPlus**

By:

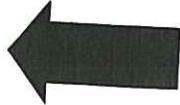


Amy Vikander, VP of Client Services, CivicPlus

ATTEST:

Tiffany Carranza, City Clerk

Date:

("Effective Date")**COUNTERSIGNED:**

Joy Riesenber, City Auditor**APPROVED AS TO FORM:**

Michael W. Barrett, City Attorney



Annual Support, Maintenance and Hosting Fee

2021 Total Annual Support, Maintenance and Hosting Fee

Effective March 31, 2021 through March 30, 2022

Includes:

- CivicSend
- Website Annual hosting & Support
- CivicMedia
- Platinum Security
- Design Center Pro
- ADFS
- Custom Mobile App
- 4 Days Onsite Training
- Virtual Webmaster (up to 10 hours each month)
- 48-month Recurring Redesign

\$21,844.39

2022 Total Annual Support, Maintenance and Hosting Fee

Effective March 31, 2022 through March 30, 2023

Includes:

- CivicSend
- Website Annual hosting & Support
- CivicMedia
- Platinum Security
- Design Center Pro
- ADFS
- Custom Mobile App
- 4 Days Onsite Training
- Virtual Webmaster (up to 10 hours each month)
- 48-month Recurring Redesign

\$22,936.61

2023 Total Annual Support, Maintenance and Hosting Fee

Effective March 31, 2023 through March 30, 2024

Includes:

- CivicSend
- Website Annual hosting & Support
- CivicMedia
- Platinum Security
- Design Center Pro
- ADFS
- Custom Mobile App
- 4 Days Onsite Training
- Virtual Webmaster (up to 10 hours each month)
- 48-month Recurring Redesign

\$24,083.44