

**CITY OF LA VISTA
MAYOR AND CITY COUNCIL REPORT
AUGUST 15, 2017 AGENDA**

Subject:	Type:	Submitted By:
AUTHORIZATION FOR SOFTWARE SERVICE AGREEMENT WITH ENVISIO SOLUTIONS INC.	◆ RESOLUTION ORDINANCE RECEIVE/FILE	BRENDA GUNN CITY ADMINISTRATOR

SYNOPSIS

A resolution has been prepared approving a one-year software service agreement with Envisio Solutions Inc. in an amount not to exceed \$14,000.

FISCAL IMPACT

The FY 17 Lottery Fund Budget provides funding for the proposed purchase.

RECOMMENDATION

Approval.

BACKGROUND

Services provided by Envisio Solutions Inc. will aide in implementation of the strategic plan and performance benchmarking. The vendor's platform allows for the assigning and tracking of tasks linked to strategic goals, enabling staff to more effectively monitor and report on plan progress. Additional software features expand the City's performance benchmarking capabilities to include more robust and user-friendly reporting, as well as the ability to share performance data with peer communities.

This solution is a move toward better integration of data into the City of La Vista's decision making processes.

RESOLUTION NO. _____

A RESOLUTION OF THE MAYOR AND CITY COUNCIL OF THE CITY OF LA VISTA, NEBRASKA AUTHORIZING THE EXECUTION OF A 1-YEAR AGREEMENT WITH ENVISIO SOLUTIONS INC. IN AN AMOUNT NOT TO EXCEED \$14,000.

WHEREAS, The Mayor and City Council have determined that the implementation of the strategic plan and performance benchmarking is necessary; and

WHEREAS, Envisio Solutions Inc. will aide in this implementation; and

WHEREAS, The FY17 Lottery Fund Budget provides funding for this project; and

WHEREAS, Subsection (C) (9) of Section 31.23 of the La Vista Municipal Code requires that the City Administrator secure Council approval prior to authorizing any expenditure over \$5,000.00.

NOW, THEREFORE, BE IT RESOLVED, by the Mayor and City Council of La Vista, Nebraska, do hereby authorize the execution of a 1-year agreement with Envisio Solutions, Inc. in form and content approved by the City Attorney and City Administrator, in an amount not to exceed \$14,000.

PASSED AND APPROVED THIS 15TH DAY OF AUGUST, 2017.

CITY OF LA VISTA

Douglas Kindig, Mayor

ATTEST:

Pamela A. Buethe, CMC
City Clerk



ENVISIO SOLUTIONS INC.

MASTER SERVICES AGREEMENT

PLEASE READ THIS MASTER SERVICE AGREEMENT ("**AGREEMENT**") CAREFULLY. THIS AGREEMENT APPLIES TO ENVISIO SOLUTIONS INC. ("**ENVISIO**") AND ANY CUSTOMER (THE "**CUSTOMER**") WHO UTILIZES ENVISIO'S SAAS STRATEGY IMPLEMENTATION SOFTWARE SERVICES DESCRIBED HEREIN (THE "**SERVICE**"), WHETHER OR NOT THE CUSTOMER PAYS FOR THE SERVICE.

ACCEPTING THE TERMS

BY ACCEPTING THIS AGREEMENT, EITHER BY CLICKING A BOX OR BY EXECUTING AN ORDER OR QUOTATION FORM THAT REFERENCES THIS AGREEMENT, THE CUSTOMER AGREES TO THE TERMS OF THIS AGREEMENT. IF THE CUSTOMER IS ENTERING INTO THIS AGREEMENT ON BEHALF OF A COMPANY OR OTHER LEGAL ENTITY, THE CUSTOMER REPRESENTS THAT THEY HAVE THE AUTHORITY TO BIND SUCH ENTITY AND ITS AFFILIATES TO THESE TERMS AND CONDITIONS. IF THE CUSTOMER DOES NOT HAVE SUCH AUTHORITY, OR THE CUSTOMER DOES NOT AGREE WITH THESE TERMS AND CONDITIONS, THE CUSTOMER MUST NOT ACCEPT THIS AGREEMENT AND MAY NOT USE THE SERVICES.

This Agreement was last updated on July 25, 2017. It is effective between the Customer and Envisio as of the date of the Customer's acceptance of this Agreement.

1. PURCHASED SERVICES

1.1 Provision of Purchased Services

Envisio shall provide to the Customer the Service that is ordered by the Customer ("**Purchased Services**") on Envisio's invoice or quotation form (each an "**Order Form**") during a Subscription Term (as defined below).

The Service is hosted on Envisio's service provider platform, "Heroku" (owned by Salesforce.com). Heroku's physical infrastructure is hosted and managed within Amazon's secure data centers and utilizes the Amazon Web Service ("**AWS**") technology. The Customer further acknowledges that the Customer Data (as defined below) resides on AWS' servers in the USA. The Customer may access the Service, but has no right to receive a copy of the object code or source code to the Service. The Customer must have high speed Internet connection, and compatible hardware and up to date 'browser' software to access the Service, none of which are Envisio's responsibility.

1.2 Subscription License

Unless otherwise stated in the applicable Order Form, the Purchased Services are purchased as a subscription license (the "**Subscription**") and non-transferrable to a third party. Additional Users (as defined below) can be added to the Subscription during the Subscription Term at the same pricing as the underlying Subscription, prorated for the portion of that Subscription Term remaining, and any added Subscription will terminate on the same date as the underlying Subscriptions.

2. ENVISIO'S RESPONSIBILITIES

2.1 Provision of Service

Envisio will use commercially reasonable efforts to make the Service available to the Customer 24 hours per day, 7 days per week, except for planned downtime of which Envisio shall provide at least 24 hours notice via the Service and scheduled to



the extent practicable during the weekend hours between 6 pm Friday and 3 am Monday Pacific Time. Any unavailability caused by circumstances beyond Envisio's reasonable control including but not limited to: the malfunction of equipment, acts of God, act of government, flood, fire, earthquake, civil unrest, act of terror (collectively, "**Force Majeure**"), or the activities of third parties not under Company's control (including Internet and other service providers) is not the responsibility of Envisio. Envisio will make reasonable efforts to reduce to a minimum and mitigate the effect of any Force Majeure.

2.2 Customer Data

The Customer must provide all data for use in the Purchased Services (the "**Customer Data**") and Envisio is not obliged to modify or add to it. The Customer Data belongs to the Customer and they are solely responsible for the content and accuracy. The Customer grants to Envisio all necessary licenses in and to such Customer Data solely for Envisio to provide the Service to the Customer.

Envisio will treat the Customer Data as confidential and will not disclose it to third parties unless as compelled by law or unless expressly permitted in writing by the Customer. Envisio will not access the Customer Data except as necessary to address service or technical issues, at the Customer's request. A full csv export of Customer Data is available at any time, requested from Envisio by Customer.

As part of Envisio's standard Service offering, Envisio will make daily backup copies of the Customer Data and maintain such data for a period of seven weeks.

2.3 Service Level

Envisio endeavours to provide 99.9% uptime with respect to the Purchased Services in each calendar month during the Term, excluding:

- (a) any scheduled maintenance times;
- (b) factors outside Envisio's reasonable control; and
- (c) downtime related to the Customer's or third party hardware, software or services.

If in any calendar month this uptime commitment is not met by Envisio and the Customer was negatively impacted from a resulting disruption to the Purchase Services as determined in Envisio's sole discretion acting reasonably, Envisio shall provide, as the sole and exclusive remedy, a service credit equal to 25% of one month's fee for the use of the Service (the "**Credit**").

2.4 Product Support Service Levels

Critical - Production system down; the Customer is unable to use the Purchased Services; a work-around is not available.

High - A major function/component is unusable/degraded and no work-around is available, but the Customer is still able to use a portion of the Purchased Services.

Medium - There is loss of a function/component that does not seriously affect the Customer's operations or schedules. Any problem that was originally reported as Critical or High, but has been temporarily solved with a work-around, will be reduced in severity to Medium by mutual agreement.

Low - All other problems that do not fall within the categories above including but not limited to enhancement requests and documentation correction requests

2.5 Support Response Times



Relief will be available and provided by Envisio to the Customer, as appropriate hereunder, from Monday to Friday from 6 am to 5 pm Pacific Standard Time, in accordance with the following target criteria:

<u>Severity</u>	<u>Initial Response</u>	<u>Relief</u>	<u>Call Update</u>
Critical	1 hour	Work continuously	Every business day
High	2 hours	As soon as possible	Every other business day
Medium	4 hours	As soon as possible	Every other business day
Low	Following business day	Reasonable effort	Weekly

2.6 Credit Request

In order to receive the Credit, the Customer must provide sufficient evidence to support the Credit and email info@envisio.com within 5 days of the end of the applicable calendar month. If the Customer is past due or in default with respect to any payments owed to Envisio under this Agreement, the Customer is not eligible to receive the Credit.

3. CUSTOMER'S USE OF THE SERVICE

3.1 Authorized Users

The Customer agrees to maintain authorized users based on the number of accounts ("**Accounts**") purchased under the Subscription as stated in the Order Form. Only the Customer or persons or entities that have access to an Account through a username and password for the Account (each a "**User**" and collectively, the "**Users**") may use the Account. If the number of Users exceeds the Accounts purchased, Envisio will notify the Customer's Administrator (as defined in Section 3.2 below) via email of the overage and the Customer will have 5 business days following delivery of such email to make any changes necessary to address the overage. Following that 5 business day period, if the overage remains Envisio will invoice the Customer for the additional Accounts required to address the overage at the same fee as the existing Accounts subscribed for under the Subscription, prorated for the duration of the Subscription Term remaining and the Customer will pay the invoice according to the terms outlined in Section 5.4 below.

3.2 Email and Notices

At the time of ordering the Service from Envisio, the Customer shall identify the administrator(s) responsible for the Accounts (each an "**Administrator**"). The Customer agrees to provide Envisio with the Administrator's contact information including e-mail address. By providing the Administrator's e-mail address, the Customer agrees to receive all required notices electronically to the Administrator's e-mail address.

The Administrator shall be responsible on behalf of the Customer for managing the Accounts, maintaining all User information, and the Purchased Services used by the Customer. It is the Customer's sole responsibility to notify Envisio if the Customer changes or intends to change its Administrator(s).

3.3 Users: Passwords, Access and Notifications

It is the Customer's responsibility to change and maintain its Users' records in Envisio to secure access to the Account. The Customer is also solely responsible for ensuring the confidentiality and secrecy of each User's login. The Customer agrees not to disclose its Users' login information to any third party and will prevent its employees and personnel from



sharing User's login information amongst themselves. The Customer will be responsible for all electronic communications generated through the Service, including, but not limited to, Account registration and notices. The Customer is only entitled to access and use the Service and the Account for lawful purposes.

Customer shall use commercially reasonable efforts to prevent unauthorized access to or use of the Service and shall promptly notify Envisio of such unauthorized access or loss/theft of any of its Users' login information.

3.4 Restrictions

The Customer is responsible for all activities conducted under its User accounts and ensuring their Users' compliance with this Agreement.

The Customer shall not:

- (a) *permit concurrent use of a single User account, or time-sharing of the Service;*
- (b) post or transmit any Customer Data that contains viruses, worms, time bombs, Trojan horses or any other contaminating, corrupting or destructive features, or use the Service in an irresponsible, or otherwise disturbing manner that interferes with the proper working and normal operation of the Service, or detrimentally interfere with personal information or property of another;
- (c) copy, modify, create a derivative work of, reverse engineer, reverse assemble, disassemble, decompile or otherwise attempt to extract the source code or modify the Service in any manner or form; or
- (d) transfer, sell, lease, rent or assign, in any way, all or a portion of, the Account and/or the Service to any third party;

4. INTELLECTUAL PROPERTY

The Customer acknowledges that Envisio retains all right, title and interest in and to the Service and all software, materials, formats, interfaces, information, data, content and Envisio's proprietary information and technology used by Provider or provided to Customer in connection with the Service (the "**Envisio Technology**"), and that the Envisio Technology is protected by intellectual property rights owned by or licensed to Envisio. Other than as expressly set forth in this Agreement, no license or other rights in the Envisio Technology are granted to the Customer, and all such rights are hereby expressly reserved by Envisio.

The Customer must not, without Envisio's express written consent, use any of Envisio's trademarks, service marks, copyrighted materials, or other intellectual property.

The Customer acknowledges that any ideas, suggestions, concepts, processes or techniques that it provides to Envisio related to the Service or Envisio's business (the "**Feedback**") shall become Envisio's property without any compensation or other consideration payable to the Customer by Envisio, and the Customer does so of its own free will and volition. Envisio may or may not, in its sole discretion, use or incorporate the Feedback, in whatever form or derivative that Envisio may decide, into the Service, documentation, business or other products. The Customer hereby assigns all rights on a worldwide, exclusive basis in perpetuity to Envisio in any Feedback and, as applicable, waives any moral rights to the Feedback.

5. PURCHASED SERVICES AND PAYMENT

5.1 Term of Agreement



This Agreement is effective between the Customer and Envisio as of the date of the Customer's acceptance of this Agreement and continues until the Subscription Terms with respect to each Subscription subscribed for by the Customer hereunder have expired or terminated.

5.2 Term of Subscriptions and Renewal

The term of each Subscription (the "**Subscription Term**") shall be as set out in the applicable Order Form. Unless otherwise set out in the applicable Order Form, each Subscription shall automatically renew for additional periods equal to the expiring Subscription Term or one year (whichever is shorter), unless either party gives the other notice of non-renewal at least 30 days before the end of the Subscription Term. The per-unit pricing during renewal will be the same as that during the immediately prior term unless Envisio has provided the Customer written notice of a pricing increase, not to exceed 10% per annum, at least 60 days before the end of that prior term, in which case the pricing increase will be effective upon renewal and thereafter.

5.3 Service Fees

The Customer shall pay Envisio the fees specified on the Order Form (the "**Fees**"). Fees are based on Purchased Services comprising of subscription fees (based on the number of accounts) and professional fees (including implementation fees), and are non-refundable unless otherwise stated. The number of purchased Subscriptions cannot be decreased during the Subscription Term.

5.4 Invoicing and Payment

Billing for the Purchased Services will be in advance on an annual (twelve months) basis. Unless otherwise stated in the Order Form, invoiced charges are due net 30 days from the invoice date (the "**Due Date**"). The Customer is responsible for providing complete and accurate billing and contact information to Envisio and notifying Envisio of any changes to such information. If the Customer fails to pay the invoice within the Due Date, Envisio may, at its sole discretion, declare the Account delinquent (a "**Delinquent Account**").

5.5 Applicable Taxes

Envisio shall charge the Customer, and the Customer shall pay to Envisio, all applicable taxes, including any retroactive taxes on past Fees or charges (whether already paid or not) in cases where Envisio is under a legal obligation to collect such tax from the Customer. The Customer shall be responsible for any and all other taxes that the Customer is under a legal obligation to pay.

5.6 30-Day Money Back Guarantee

Within 30 days after the Customer has signed this Agreement, upon the Customer's written cancellation request, Envisio will refund all subscription fees paid by the Customer. Customer will still be liable for implementation fee and any professional fees in respect of professional services ordered. After 30 days, all Purchased Services are non-refundable and non-cancellable.

6. TERMINATION AND SUSPENSION

6.1 Envisio's Right to Suspend the Account

Envisio reserves the right to suspend the Customer's Account and access to and use of the Service under the following conditions:



- the Account becomes a Delinquent Account; or
- Envisio reasonably concludes that the Account is being used to engage in denial service attacks, spamming, or illegal activity, and/or use of the Account is causing immediate, material and ongoing harm to Envisio and others.

In the extraordinary event that Envisio suspends the Customer's access to the Service, Envisio will use commercially reasonable efforts to limit the suspension to the offending portion of the Service and resolve the issues causing the suspension of the Service.

6.2 Termination for Cause/Expiration

Either party (the "**Complaining Party**") may immediately terminate this Agreement and all Order Forms issued hereunder in the event the other party (the "**Breaching Party**") commits a material breach of any provision of this Agreement which is not cured within thirty (30) days of written notice from the non-breaching party.

Such notice by the Complaining Party shall expressly state all of the reasons for the claimed breach in sufficient detail so as to provide the Breaching Party an opportunity to cure such alleged breach and shall be sent to the Breaching Party in accordance with the notice requirements set out in Section 11.9 below.

Upon termination or expiration of this Agreement, Customer shall have no rights to continue use of the Service. If this Agreement is terminated by Customer for any reason other than a termination expressly permitted by this Agreement, then Envisio shall be entitled to all of the Fees due under this Agreement for the entire Term. If this Agreement is terminated as a result of Envisio's breach of this Agreement, then Customer shall be entitled to a refund of the pro rata portion of any subscription fees paid by Customer to Envisio under this Agreement for the terminated portion of the Term.

6.3 Handling of Customer Data Upon Termination

Effective upon cancellation of the Account, Envisio may deactivate the Account and be entitled to delete the Account and the Customer Data from the Service 60 days following cancellation. Within this 60 day period and upon the Customer's request, Envisio will provide limited access to the Service for the sole purpose of allowing the Customer to retrieve the Customer Data, provided that the Customer has paid all good faith undisputed amounts owed to Envisio. The Customer further agrees that Envisio shall not be liable to the Customer nor to any third party for any termination of the Customer's access to the Service or deletion of the Customer Data, provided that Envisio is in compliance with the terms of this Section 6.3.

It is the responsibility of the Customer to obtain screen captures and download all necessary reports should the Customer wishes to keep the data.

6.4 Survival

The following sections of this Agreement shall survive the cancellation or termination of this Agreement for any reason: Sections 3.4, 4, 5.3, 5.4, 5.5, 6.4, 9 and 10, as well as those sections that by their nature are intended to survive the termination or expiry of this Agreement.

7. PRICE AND SERVICE CHANGES

Envisio reserves the right to amend the Fees and the nature of the Service offered to the Customer from time to time and in its sole discretion, provided however that Envisio shall not decrease the level of Service or increase the subscription fees by no more than 10% per annum per Subscription until the end of the Subscription Term in effect for the Customer. Envisio shall give the Customer notice of any such changes in the Fees and the Service 60 days in advance of the expiration of the



relevant Subscription Term. If the change in Fees is not acceptable to the Customer, the Customer's sole and exclusive remedy shall be to cancel the applicable Subscription by providing Envisio with written notice of cancellation to info@envisio.com at least 30 days prior to the expiration of the relevant Subscription Term. Continuing to use the applicable Service after the end of the Subscription Term constitutes the Customer's acceptance of all changes in Fees.

8. MARKETING

Envisio may use Customer's name and logo on Customer's instance of Envisio. Subject to Customer's prior approval, Envisio may identify Customer as an Envisio Customer on Envisio's website and on social media.

9. WARRANTIES

9.1 OUR WARRANTIES

Envisio warrants that (a) the Service will achieve in all material respects the functionality described in the applicable technical documentation for the Service that is provided from time to time by Envisio to the Customer (the "**Help Documentation**"), and (b) Envisio will not materially decrease the functionality of the Service subscribed for under a Subscription during the applicable Subscription Term. The Customer's sole and exclusive remedy for Envisio's breach of this warranty shall be that Envisio be required to use commercially reasonable efforts to modify the Service to achieve in all material respects the functionality as described in the Help Documentation and, if Envisio is unable to restore such functionality, the Customer shall be entitled to terminate this Agreement and receive a pro-rata refund of the subscription fees paid under this Agreement for the Subscription for the terminated portion of the Subscription Term.

9.2 Disclaimer of Warranty

THE SERVICE AND ANY OTHER PRODUCTS AND SERVICES PROVIDED BY ENVISIO TO THE CUSTOMER ARE PROVIDED "AS IS", "AS AVAILABLE", WITH ALL FAULTS AND WITHOUT ANY WARRANTIES, REPRESENTATIONS OR CONDITIONS OF ANY KIND EXCEPT AS EXPRESSLY SET OUT HEREIN. ENVISIO HEREBY DISCLAIMS ALL IMPLIED, COLLATERAL OR STATUTORY WARRANTIES, REPRESENTATIONS OR CONDITIONS, WHETHER WRITTEN OR ORAL, INCLUDING ANY IMPLIED WARRANTIES OF MERCHANTABILITY, TITLE, NON-INFRINGEMENT, SECURITY, RELIABILITY, COMPLETENESS, QUIET ENJOYMENT, ACCURACY, QUALITY, INTEGRATION OR FITNESS FOR A PARTICULAR PURPOSE. WITHOUT LIMITING THE GENERALITY OF ANY OF THE FOREGOING, PROVIDER EXPRESSLY DISCLAIMS ANY REPRESENTATION OR WARRANTY THAT ANY DATA OR INFORMATION PROVIDED TO CUSTOMER IN CONNECTION WITH CUSTOMER'S USE OF THE SERVICE (INCLUDING ALERTS AND RECOMMENDATIONS) IS ACCURATE, OR CAN OR SHOULD BE RELIED UPON BY CUSTOMER FOR ANY PURPOSE WHATSOEVER.

FOR THE PURPOSES OF THIS SECTION 9.2, "ENVISIO" INCLUDES ENVISIO'S DIVISIONS, SUBSIDIARIES, AFFILIATES, SUCCESSORS, PARENT COMPANIES AND THEIR (INCLUDING ENVISIO'S) EXECUTIVES, DIRECTORS, OFFICERS, ATTORNEYS, MANAGERS, EMPLOYEES, CONSULTANTS, CONTRACTORS, AGENTS, AFFILIATES, RESELLERS, THIRD PARTY PROVIDERS, MERCHANTS, LICENSORS AND THE LIKE.

10. LIMITATION AND EXCLUSION OF LIABILITY

This section has been intentionally removed.

11. INSURANCE

Envisio will provide to the City a certificate of insurance showing the following coverages are in force:



- I. Professional Liability Insurance with minimum limits of \$1,000,000 per occurrence or claim and \$1,000,000 aggregate.
- II. Workers' Compensation Insurance providing statutory workers' compensation coverage and employers' liability. Coverage with minimum limits of \$500,000 per accident, per disease.

Coverages shall remain in force for the duration of this agreement. If Professional Liability Insurance is written on a claims-made basis, Envisio shall maintain coverage levels outlined in this section for a period of (2) years following the completion of this agreement.

12. GENERAL

12.1 Interpretation of this Agreement

The term "including," wherever used in any provision of this Agreement, means "including but without limiting the generality of any description preceding or succeeding such term." Any rule of construction to the effect that any ambiguity is to be resolved against the drafting party shall not be applicable in the construction or interpretation of this Agreement.

The division of this Agreement into sections/paragraphs, and the insertion of headings/captions, are for the convenience of reference only and shall not affect the construction or interpretation of this Agreement or be deemed a part of this Agreement.

12.2 Inurement

The rights and liabilities of both the Customer and Envisio (collectively, the "Parties") under this Agreement shall bind and inure to the benefit of the Parties' respective successors, executors, and administrators, as the case may be.

12.3 Assignment

Neither party may assign this Agreement without written consent of the other, except that Envisio may assign without consent to a related entity or the successor of all or substantially all of the assignor's business or assets to which this Agreement relates. This Agreement does not create any joint venture, partnership, agency, or employment relationship between the parties, although Envisio reserves the right to name Customer as a user of the Service.

12.4 Governing Law

This Agreement and any other agreement for the Services shall be governed by and construed in accordance with the laws of the State of Nebraska and the federal laws of Nebraska applicable therein, without regard to conflicts of laws principles. The United Nations Convention on Contracts for the International Sale of Goods will not apply to this Agreement.

12.5 Severability

If any provision or portion of this Agreement is found by a court of competent jurisdiction to be unenforceable for any reason, the remainder of this Agreement shall continue in full force and effect.

12.6 Arbitration

Except for any dispute related to the intellectual property rights of a party, any dispute or claim arising out of or relating to this Agreement shall be referred to and finally resolved by binding arbitration before a single arbitrator under the International Commercial Arbitration Rules of Procedure of, and administered by, the British Columbia International



Commercial Arbitration Centre ("BCICAC"). The appointing authority shall be the BCICAC. The place of arbitration shall be Vancouver, British Columbia, Canada and the language of the arbitration shall be English.

12.7 Independent Contractors

Nothing in this Agreement shall be construed as creating a partnership or relationship of employer and employee, principal and agent, partnership or joint venture between the parties. Each party will be deemed an independent contractor at all times and shall have no right or authority to assume or create any obligation on behalf of the other party, except as may be expressly provided herein.

The Customer must not, in any way, misrepresent the Customer's relationship with Envisio, attempt to pass itself off as Envisio, or claim that the Customer is Envisio.

12.8 Injunction

The Customer acknowledges and agrees that money damages are not an adequate remedy for any breach or threatened breach related to Envisio's rights or the Customer's use of the Service beyond the rights granted to Customer in this Agreement. The Customer therefore agrees that in addition to other remedies available hereunder, by law or otherwise, Envisio shall be entitled to an injunction against any such breach by the Customer.

12.9 Notices

Notice to Customer

Any notice to the Customer from Envisio will be sent to the e-mail address of the Administrator, or provided in writing, registered postal service (postage prepaid), or by pre-paid commercial courier delivered to the Customer at the mailing address specified on their Account, but does not include notification of parties by way of the Web Site as permitted by this Agreement.

Notice to Company

Any and all notices to Envisio from the Customer must be given by in writing, e-mail, first class postal service (postage prepaid), or by pre-paid commercial courier delivered to Envisio at:

Envisio Solutions Inc.
c/o Fasken Martineau DuMoulin
2900 – 500 Burrard Street
Vancouver, BC
V6C 0A3

Tel: 888-371-4800
email: info@envisio.com

12.10 Complete Agreement

This Agreement constitutes the complete understanding and agreement between the Customer and Envisio. Except when expressly agreed to the contrary in signed writing by an authorized representative of Envisio, this Agreement supersedes any other written (including digitized/computerized) agreement, oral agreement, and/or agreement by conduct. This Agreement or any other specific agreement for the Service between Envisio and the Customer shall each be exclusively between Envisio and the Customer only and shall not confer any rights in any third party.



250-13777 Commerce Parkway, Richmond, BC V6V 2X3 Canada

Bill To Name City of La Vista, NE
Bill To 8116 Parkview Boulevard
La Vista, NE 68128
USA
Contact Name Brenda Gunn
Email bgunn@cityoflavista.org

Quote Number 1700036
Created Date 04/08/2017
Expiration Date 31/08/2017
Prepared By Madison Dias
Email mdias@envisio.com

Product Description	Quantity	Sales Price	Total Price
1 year subscription to govBenchmark, includes unlimited support and training.	1.00	\$2,000.00	\$2,000.00
One-time professional services implementation fee for govBenchmark, includes full training of all users, assistance with entry of data against network measures, set up and generation of reports.	1.00	\$1,000.00	\$1,000.00
1 Year Subscription for the first 20 users to Envisio Strategy Implementation Software, unlimited support (online and phone)	1.00	\$6,000.00	\$6,000.00
One time professional implementation fee of Envisio Strategy Implementation includes system configuration, plan audit, plan population, metrics creation and online user training	1.00	\$5,000.00	\$5,000.00

Subtotal \$14,000.00
Discount 0.00%
Total Price \$14,000.00

Quote Accepted By

Name: _____

Date: _____

Signature: _____

Terms and Conditions

1. Prices set forth in this quote are valid for the period stated. All prices are quoted in US Dollars.
2. Invoice for the full amount will be issued upon acceptance of this quote and are payable within 30 days.
3. Work on the project commences after acceptance of the latest quotation according to the services agreed with the client. Envisio Solutions Inc. shall employ reasonable precautions and diligence to deliver the populated system within 30 business days.
4. In the event of cancellation during implementation or if terminated by arrangement, Envisio Solutions Inc. will invoice the client for any work completed to date. The final invoice will be, unless otherwise agreed, the sum of the costs until termination plus any loss incurred by Envisio Solutions Inc..
5. This quotation is delivered with Envisio's Master Services Agreement (MSA). Upon acceptance of this quotation, the client is also agreeing to the terms of the MSA.