

RESOLUTION 1110

RESOLUTION APPROVING A SERVICE AGREEMENT WITH ECIVIS FOR THE
WRITING OF THREE GRANTS IN AN AMOUNT OF \$22,500.

WHEREAS, the City of West Branch is in need of contracting services with a company in order to write grant proposals; and

WHEREAS, eCivis maintains a staff of more than one hundred grant professionals with specialties in various subject areas; and

WHEREAS, eCivis can assist the City of West Branch in meeting grant deadlines; and

WHEREAS, eCivis has proposed an agreement to write three grants for the City of West Branch for a total of \$22,500; and

WHEREAS, the agreement requires the approval of the West Branch City Council.

NOW, THEREFORE, BE IT RESOLVED, by the City Council of the City of West Branch, Cedar County, Iowa, that the aforementioned agreement with the eCivis be and the same are hereby approved. Further, the Mayor and City Clerk are directed to execute said agreement on behalf of the City.

* * * * *

Passed and approved this 6th day of May, 2013.



Mark Worrell, Mayor

ATTEST:



Matt Muckler, City Administrator/Clerk



ECIVIS MASTER SUBSCRIPTION AND SERVICE AGREEMENT

Date 3/13/2013
 Contract No. 6253

This Agreement is made by and between:

eCivis, Inc., a Delaware corporation ("eCivis")
 418 N. Fair Oaks Ave. #301
 Pasadena, CA 91103
 Fax: (626) 628-3232
 Sales Contact:
 Corey Coll

and City of West Branch, IA ("Customer")
 110 N Poplar St PO Box 218
 West Branch, IA 52358
 Phone: (319) 643-5888
 Principal Contact and Master Access Holder:
 Matt Muckler, City Administrator

This Agreement, and the Exhibits attached hereto, set forth the business relationship between the parties and the terms and conditions under which the following products are licensed and services are provided to Customer, and supersedes all previous agreements between eCivis and Customer. Please initial all pages of the terms and conditions of this contract.

eCivis Services	Description	Units	Avg Unit Price	Total Price
Grant Writing	3 Grants	1	\$22,500.00	\$22,500.00
Services Sub-Total				\$22,500.00
TOTAL PRICE				\$22,500.00

Subscription Period(s) and Payment Terms

The Subscription Period of this Agreement will conclude 5/31/2014. \$7,500 due net5. Remaining payment is due net30 days from invoice date.

Cycle 1: 6/01/2013 through 5/31/2014 for a price of \$ 22,500

PRICE IS ONLY VALID IF AGREEMENT IS SIGNED ON OR BEFORE: May 31, 2013.

Renewal Terms – Additional extension of this agreement will occur as follows:

This agreement will be eligible for renewal for extended periods through a mutually agreed upon purchasing vehicle executed before the expiration of the subscription period listed above. No guarantees are made as to rate, access, or included services within this agreement. Purchasing vehicles executed after the termination date of this agreement are subject to then-current retail rates for all services provided.

THIS MASTER GRANT WRITING SERVICE AGREEMENT AND EXHIBITS ("AGREEMENT") SETS FORTH THE BUSINESS RELATIONSHIP BETWEEN THE PARTIES AND THE TERMS AND CONDITIONS UNDER WHICH THE FOLLOWING SERVICES ARE PROVIDED TO CLIENT.

WHEREAS, Client desires to engage eCivis to assist Client, and eCivis is willing to assist the Client, in providing grant writing services on the terms and conditions set forth herein:

NOW, THEREFORE, in consideration of the premises and the agreements, condition and covenants contained herein, the receipt and sufficiency of which is hereby acknowledged, the parties hereby agree as follows:

1. SCOPE OF SERVICES

eCivis shall provide the services set forth in Exhibit A, Statement of Work, hereafter referred to as Professional Services. eCivis shall provide all Professional Services on a virtual basis, meaning eCivis will coordinate and provide work remotely to Client unless otherwise provided in the Statement of Work.

2. CONSIDERATIONS, COOPERATION: DELAYS

2.1. Each party agrees to cooperate reasonably and in good faith with the other in the performance of such Professional Services and acknowledges that delays may otherwise result. Client agrees to provide, or provide access to, all information, files and other resources as reasonably necessary for satisfactory and timely performance of Professional Services.

2.2. Each party agrees its respective employees and agents will reasonably and in good faith cooperate with each other in a professional and courteous manner in the performance of their duties under this Agreement. Either party may suspend performance hereunder immediately upon written notice should the other party's employees or agents fail to act accordingly.

2.3. It is understood by Client that delays in providing material or information resulting in missed grant application deadlines does not constitute

non-delivery of grant writing services by eCivis. eCivis shall provide a reasonable timeline and mutual deliverables, as provided in Exhibit B, to ensure the delivery of Professional Services.

3. FEES AND PAYMENT TERMS

3.1. Fees. You shall pay all fees specified under this Agreement. Except as otherwise specified herein, fees are based on Professional Services provided on a virtual basis, meaning eCivis will coordinate and provide all Professional Services remotely to Client unless otherwise agreed to in writing.

3.2. Invoicing and Payment. You will provide eCivis with valid and updated credit card information, or pay by check. If Client provides credit card information to eCivis, Client authorizes eCivis to charge such credit card for all Professional Services listed under this Agreement. Unless otherwise stated in this Agreement, invoice charge(s) are due Net 10 days from the invoice date. Client is responsible for providing complete and accurate billing and contact information to eCivis and notifying eCivis of any changes to such information.

3.3. Overdue Charges. If any fees are not received from Client by the due date, then at eCivis' discretion, (a) such charges may accrue late interest at the rate of 1.5% of the outstanding balance per month, or the maximum rate permitted by law, whichever is lower, from the date such payment was due until the date paid, and/or (b) eCivis may condition future payment terms shorter than those specified in Section 3.2 (Invoicing and Payment).

4. CONFIDENTIALITY

4.1. Confidentiality. Both parties agree to adhere to generally accepted confidentiality practices and to provide each other with their best efforts in fulfillment of this Agreement. eCivis agrees not to disclose private information about the Client. "Private information" does not include information available in the public domain.

5. WARRANTIES AND DISCLAIMERS

5.1. eCivis' Warranties. eCivis warrants that it has validly entered into this Agreement and has the legal power to do so.

5.2. Client's Warranties. Client warrants that it has validly entered into this Agreement and has the legal power to do so.

5.3. Disclaimer. EXCEPT AS EXPRESSLY PROVIDED HEREIN, NEITHER PARTY MAKES ANY WARRANTIES OF ANY KIND, WHETHER EXPRESS, IMPLIED, STATUTORY OR OTHERWISE, AND EACH PARTY SPECIFICALLY DISCLAIMS ALL IMPLIED WARRANTIES, TO THE MAXIMUM EXTENT PERMITTED BY APPLICABLE LAW.

6. TERM AND SURVIVING PROVISIONS

6.1. Term of Agreement. This Agreement commences on the date Client accepts it and continues until Client downloads or is provided eCivis' final deliverable or final draft electronically through email or mail (US Postal Service or other means of physical delivery).

6.2. Surviving Provisions. Section 3 (Fees and Payment Terms), 4 (Confidentiality), 5.3 (Disclaimer), 7 (Governing Law and Jurisdiction) and 8 (General Provisions) shall survive any termination or expiration of this Agreement.

7. GOVERNING LAW AND JURISDICTION

This Agreement shall be governed by and construed and enforced in accordance with the laws of the State of California as it applies to a contract made and performed in such state.

8. TERM AND SURVIVING PROVISIONS

8.1. Anti-Corruption. You have not received or been offered any illegal or improper bribe, kickback, payment, gift, or thing of value from any of Our employees or agents in connection with this Agreement. Reasonable gifts and entertainment provided in the ordinary course of business do not violate the above restriction. If You learn of any violation of the above restriction, You will use reasonable efforts to promptly notify Our Legal Department (legal@ecivis.com).

8.2. Relationship of the Parties. The parties are independent contractors. This Agreement does not create a partnership, franchise, joint venture, agency, fiduciary or employment relationship between the parties.

8.3. No Third-Party Beneficiaries. There are no third-party beneficiaries to this Agreement.

8.4. Waiver. No failure or delay by either party in exercising any right under this Agreement shall constitute a waiver of that right.

8.5. Severability. If any provision of this Agreement is held by a court of competent jurisdiction to be contrary to law, the provision shall be modified by the court and interpreted so as best to accomplish the objectives of the original provision to the fullest extent permitted by law, and the remaining provisions of this Agreement shall remain in effect.

8.6. Attorney Fees. You shall pay on demand all of Our reasonable attorney fees and other costs incurred by Us to collect any fees or charges due Us under this Agreement following Your breach of Section 3.2 (Invoicing and Payment).

8.7. Entire Agreement. This Agreement, including all exhibits and addenda hereto constitutes the entire agreement between the parties and supersedes all prior and contemporaneous agreements, proposals or representations, written or oral, concerning its subject matter. No modification, amendment, or waiver of any provision of this Agreement shall be effective unless in writing and either signed or accepted electronically by the party against whom the modification, amendment or waiver is to be asserted.

Accepted By:
 City of West Branch, IA
 By: 
 (Authorized Signature)
 Name: MARK WORRELL
 (type or print)
 Title: MAYOR
 Date: 05/07/13

Accepted By:
 eCivis, Inc.
 By: _____
 (Authorized Signature)
 Name: James Ha
 (type or print)
 Title: CEO
 Date: _____

Send invoice to (if different than address above): _____

EXHIBIT A
Statement of Work

Project Name: [Insert name of grant(s) or project name]

Client Contact: eCivis shall report to the following individual:

Name: MATT MUCKLER
Title: CITY ADMINISTRATOR/CLERK

Services: eCivis will render to Client the following Professional Services:

- (a) Work with designated contact to interpret document preparation and content guidelines, and gather material and information necessary for a competitive proposal. Client is responsible for gathering and providing all relevant information and in some cases for writing highly technical proprietary narrative language needed in order for eCivis to complete services provided under this Agreement.
- (b) Write grant proposals and/or other technical documents as requested in time to meet deadlines, and prepare the proposal for submission.
- (c) eCivis contractors shall participate in relevant conference calls and other types of virtual meetings necessary to accomplish the required work on a virtual basis. Client shall manage its internal deliverables and duration of such meetings to no more than 1 hour per meeting per day to ensure the following:
 - eCivis is provided enough time to incorporate data and information into the draft and final agreements
 - Client is provided the best possible opportunity to secure the grant(s) and/or other competitive request(s) (cooperative agreements and contract bids).
- (d) eCivis will determine the number of draft document reviews allowed on a per-project basis based on the application submission deadline, the timely receipt of information from the client, and the timeframe between the flow of requested information and the document's development. In some instances, there may only be time for two draft reviews (first and final). eCivis will make this decision, if and when needed. All parties are expected to comply.

EXHIBIT B
Timeline and Mutual Deliverables

The Client understands that Exhibit B is a template for the project work plan. While the Responsible Party will not change for any of the Deliverables, as outlined in this Exhibit B, the due date for each of the Tasks and Deliverables will be completed by eCivis and the Client following the execution of this Agreement and during an initial project kick-off meeting.

	DELIVERABLES	RESPONSIBLE PARTY	DUE DATE
eCivis Tasks and Deliverables			
1	Review NOFA	eCivis	
2	Request critical and expedited information from Client	eCivis	
3	Review incoming information	eCivis	
4	Draft document. Client is responsible for collecting feedback and providing input on draft documents. (eCivis shall provide an initial draft, and, if needed an additional draft, prior to the final document delivery)	eCivis	
5	Proof/edit draft agreement and release to Client via email	eCivis	
6	Review Client changes; adjust draft agreement content	eCivis	
7	Proof/edit and finalize document	eCivis	
8	Submit to Client via email	eCivis	
9	Assist with forms	eCivis	
10	Review client budget for red flags and advise	eCivis	

Client Tasks and Deliverables

1	Review NOFA	Client	
2	Provide critical and expedited information to eCivis. Client will do everything in its power to keep conference calls and virtual meetings from exceeding 2 hours to allow eCivis reasonable time to incorporate information and any changes if needed.	Client	
3	Provide comment on draft document. Client is responsible for coordinating information and submitting information expeditiously to provide eCivis with reasonable time to incorporate relevant information into the draft and final document.	Client	
4	Conduct Final review of document and submit to appropriate funding agency	Client	

Timeline

1	Upon the receipt of an executed Agreement by Client, eCivis will issue invitation to its secure document sharing application, and Client will upload pertinent and critically needed documents.	Client	
2	Completion of all standard forms (if applicable)	eCivis	
3	1st draft	eCivis	
4	Budget review	eCivis	
5	Final draft	eCivis	
6	Final Client management review and approval	Client	
7	Submission of final document package	Client	