

BOARD OF COUNTY COMMISSIONERS  
AGENDA ITEM SUMMARY

Meeting Date: January 18, 2012

Division: OMB

Bulk Item: Yes  No

Department: Grants

Staff Contact Person: Lisa Tennyson  
x4444

---

AGENDA ITEM WORDING: Approval of one year contract with eCivis Grants Network to assist Monroe County with grant research and grants management.

---

ITEM BACKGROUND: eCivis is a web-based grants management program that provides an extensive database of grant funding opportunities and a tracking and reporting system. As a tool, this system will provide a County-level centralized view of grants in all departments, and can be tailored to Monroe County's organizational structure and grants approval process. The service also includes a dedicated client support associate for all questions, training and technical support. The current agreement includes 3 user licenses, the minimum required. If we find the program's services worthwhile, we can increase the number of licenses any time during the contract period. Back-up, including the copy of the agreement, is attached.

---

PREVIOUS RELEVANT BOCC ACTION: N/A

---

CONTRACT/AGREEMENT CHANGES: N/A

---

STAFF RECOMMENDATION: Approval

---

TOTAL COST: \$12,500.00

BUDGETED: Yes  No

COST TO COUNTY: \$12,500.00

SOURCE OF FUNDS: ad valorem

REVENUE PRODUCING: Yes  No

AMOUNT PER MONTH \_\_\_\_\_  
YEAR \_\_\_\_\_

APPROVED BY: COUNTY ATTY  OMB/PURCHASING  RISK MANAGEMENT

DOCUMENTATION: INCLUDED:  NOT REQUIRED:

DISPOSITION: \_\_\_\_\_

AGENDA ITEM #: \_\_\_\_\_





ECIVIS MASTER SUBSCRIPTION AND SERVICE AGREEMENT

Date 12/28/2011  
Contract No. 4539

This Agreement is made by and between:

eCivis, Inc., a Delaware corporation ("eCivis")

and

County of Monroe, FL ("Customer")

418 N. Fair Oaks Ave.  
#301 Pasadena, CA  
91103 Fax: (626) 628-  
3232 Sales Contact:  
Sarah Baldwin

1100 Simonton Street  
Key West, FL 33040  
Phone: (305) 282-4444  
Principal Contact and Master Access Holder:  
Lisa Tennison, Grants 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.

Product Name	Description	Qty	Unit Price	Total Price
Grants Network Subscription - 3 Licenses	Access to Federal, State and Foundation Grants, KnowledgeBase and Tracking & Reporting	1	\$15,600.00	\$15,600.00
Product Sub-Total				\$15,600.00
Incentive Discount				-\$3,100.00
<b>TOTAL PRICE</b>				<b>\$12,500.00</b>

Subscription Period(s) and Payment Terms

The Subscription Period of this Agreement will conclude 1/31/2013. Payment is due net in accordance with the Local Prompt Payment Act.

Cycle 1: 2/01/2012 through 1/31/2013 for a price of \$ 12,500.00

PRICE IS ONLY VALID IF AGREEMENT IS SIGNED ON OR BEFORE: January 30, 2012.

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.

Accepted By:  
County of Monroe, FL

By: \_\_\_\_\_  
(Authorized Signature)

Name: \_\_\_\_\_  
(type or print)

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

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

Accepted By:  
eCivis, Inc.

By: Lindsay Mann  
(Authorized Signature)

Name: Lindsay Mann  
(type or print)

Title: Vice President

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

Send invoice to (if different than address above): \_\_\_\_\_

MONROE COUNTY ATTORNEY  
APPROVED AS TO FORM:  
Christine Gilbert Barrows  
CHRISTINE GILBERT-BARROWS  
ASSISTANT COUNTY ATTORNEY  
Date 1/3/11

## eCivis Master Subscription and Service Agreement

THIS MASTER SUBSCRIPTION AND SERVICE AGREEMENT ("AGREEMENT") GOVERNS YOUR ACQUISITION AND USE OF ALL OUR SERVICES.

BY ACCEPTING THIS AGREEMENT, EITHER BY CLICKING A BOX INDICATING YOUR ACCEPTANCE OR BY EXECUTING THIS AGREEMENT, YOU AGREE TO THE TERMS OF THIS AGREEMENT. IF YOU ARE ENTERING INTO THIS AGREEMENT ON BEHALF OF A COMPANY OR OTHER LEGAL ENTITY, YOU REPRESENT THAT YOU HAVE THE AUTHORITY TO BIND SUCH ENTITY AND ITS AFFILIATES TO THESE TERMS AND CONDITIONS, IN WHICH CASE THE TERMS "YOU" OR "YOUR" SHALL REFER TO SUCH ENTITY AND ITS AFFILIATES. IF YOU DO NOT HAVE SUCH AUTHORITY, OR IF YOU DO NOT AGREE WITH THESE TERMS AND CONDITIONS, YOU MUST NOT ACCEPT THIS AGREEMENT AND MAY NOT USE THE SERVICES.

You may not access the Services if You are Our direct competitor, except with Our prior written consent. In addition, You may not access the Services for purposes of monitoring their availability, performance or functionality, or for any other benchmarking or competitive purposes.

This Agreement was last updated on September 30, 2011. It is effective between You and Us as of the date of You accepting this Agreement.

## Table of Contents

1. Definitions
2. Purchased Services
3. Use of Services
4. Professional Services, Cooperation; Delays
5. Fees and Payment for Purchased Services
6. Proprietary Rights
7. Confidentiality
8. Warranties and Disclaimers
9. Mutual Indemnification
10. Limitation of Liability
11. Term and Termination
12. Governing Law and Jurisdiction
13. General Provisions

## 1. DEFINITIONS

"Affiliate" means any entity which directly or indirectly controls, is controlled by, or is under common control with the subject entity. "Control," for purposes of this definition, means direct or indirect ownership or control of more than 50% of the voting interests of the subject entity.

"Malicious Code" means viruses, worms, time bombs, Trojan horses and other harmful or malicious code, files, scripts, agents or programs.

"Professional Services" means work performed by Us for You by Our Grants Professional Services division under this Agreement or any relevant Purchase Order. Such work shall include, but not limited to, Grant Writing, Peer Review and/or Training services.

"Purchased Services" means Services that You or Your Affiliates purchase under this Agreement for Grants Network™ or Nonprofit One-Stop™.

Initials \_\_\_\_\_

"Services" means the products and services that are ordered by You and made available by Us online via the customer login link at <http://www.ecivis.com> and/or other web pages designated by Us.

"Users" means individuals who are authorized by You to use the Services, and who have been supplied user identifications and passwords by You (or by Us at Your request). Users are limited to Your employees. Non-employees such as Consultants, contractors and agents, and third parties with whom You transact business may not be granted access.

"We," "Us" or "Our" means eCivis, a Delaware corporation described in Section 13 (Who You Are Contracting With, Notices, Governing Law and Jurisdiction).

"You" or "Your" means the company or other legal entity for which you are accepting this Agreement, and Affiliates of that company or entity. "Your Data" means all electronic data or information submitted by You to the Purchased Services. 2.

## PURCHASED SERVICES

2.1. **Provision of Purchased Services.** We shall make the Purchased Services available to You pursuant to this Agreement and any relevant Purchase Order during a subscription term. You agree that Your purchases hereunder are neither contingent on the delivery of any future functionality or features nor dependent on any oral or written public comments made by Us regarding future functionality or features.

2.2. **User Subscriptions.** Unless otherwise specified in writing, (i) Services are purchased as User subscriptions and may be accessed by no more than the specified number of Users, (ii) additional User subscriptions may be added during the applicable subscription term at the same pricing as that of the pre-existing subscriptions thereunder, prorated for the remainder of the subscription term in effect at the time the additional User subscriptions are added, and (iii) the added User subscriptions shall terminate on the same date as the pre-existing subscriptions. User subscriptions are for designated Users only and cannot be shared or used by more than one User but may be reassigned to new Users replacing former Users who no longer require ongoing use of the Services.

## 3. USE OF THE SERVICES

3.1. **Our Responsibilities.** We shall: (i) provide Our basic support for the Purchased Services to You at no additional charge, and/or upgraded support if purchased separately, (ii) use commercially reasonable efforts to make the Purchased Services available 24 hours a day, 7 days a week, except for: (a) planned downtime (of which We shall give at least 8 hours notice via the Purchased Services and which We shall schedule to the extent practicable during the weekend hours from 6:00 p.m. Friday to 3:00 a.m. Monday Pacific Time), or (b) any unavailability caused by circumstances beyond Our reasonable control, including without limitation, acts of God, acts of government, floods, fires, earthquakes, civil unrest, acts of terror, strikes or other labor problems (other than those involving Our employees), Internet service provider failures or delays, or denial of service attacks, and (iii) provide the Purchased Services only in accordance with applicable laws and government regulations.

3.2. **Our Protection of Your Data.** We shall maintain appropriate administrative, physical, and technical safeguards for protection of the security, confidentiality and integrity of Your Data. We shall not (a) modify Your Data, (b) disclose Your Data except as compelled by law in accordance with Section 7.3 (Compelled Disclosure) or as expressly permitted in writing by You, or (c) access Your Data except to provide the Services and prevent or address service or technical problems, or at Your request in connection with customer support matters.

3.3. **Your Responsibilities.** Your Responsibilities. You shall (i) be responsible for Users' compliance with this Agreement, (ii) be responsible for the accuracy, quality and legality of Your Data and of the means by which You acquired Your Data, (iii) use commercially reasonable efforts to prevent unauthorized access to or use of the Services, and notify Us promptly of any such unauthorized access or use, and (iv) use the Services only in accordance with the user guide and applicable laws and government regulations. You shall not (a) make the Services available to anyone other than Users, (b) sell, resell, rent or lease the Services, (c) use the Services to store or transmit infringing, libelous, or otherwise unlawful or tortious material, or to store or transmit material in violation of third-party privacy rights, (d) use the Services to store or transmit Malicious Code, (e) interfere with or disrupt the integrity or performance of the Services or third-party data contained therein, or (f) attempt to gain unauthorized access to the Services or their related systems or networks.

3.4. **Usage Limitations.** Services may be subject to other limitations, such as, for example, limits on the number of grants that can be managed in Our Grants Network™ Tracking & Reporting product, on the number of grant applications, peer reviews and/or trainings provided by Us. Any such limitations are specified in the signature page of this Agreement.

## 4. PROFESSIONAL SERVICES, COOPERATION: DELAYS

4.1. Should this Agreement include Our Professional Services, each party agrees to cooperate reasonably and in good faith with the other in the

Initials \_\_\_\_\_

performance of such Professional Services and acknowledges that delays may otherwise result. You agree to provide, or provide access to, the following as needed, and when applicable, for services that require Us to be at Your location: office workspace, telephone and other facilities, suitably configured computer equipment with Internet access, complete and accurate information and data from Your employees and agents, continuous administrative access to its [ecivis.com](http://ecivis.com) account, coordination of onsite, online and telephonic meetings, and other resources as reasonably necessary for satisfactory and timely performance of the Professional Services.

4.2. 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.

4.3. It is understood by You that delays in providing material or information resulting in missed grant application deadlines does not constitute non-delivery of grant writing services by Us. We shall provide a reasonable timeline to ensure the delivery of Our Granting Writing services.

## 5. FEES AND PAYMENT FOR PURCHASED SERVICES

5.1. Fees. You shall pay all fees specified under this Agreement. Except as otherwise specified herein, (i) fees are based on services purchased, not actual usage of Purchased Services, (ii) payment obligations are non-cancelable and fees paid are non-refundable, and (iii) the number of User subscriptions purchased cannot be decreased during the relevant subscription term.

5.2. Invoicing and Payment. You will provide Us with valid and updated credit card information, or pay by check. If You provide credit card information to Us, You authorize Us to charge such credit card for all Services listed under this agreement for the initial subscription term and any renewal subscription term(s) as set forth in Section 11.2 (Term of Purchased User Subscriptions). Such charges shall be made in advance, either annually or in accordance with any different billing frequency stated under this Agreement. Unless otherwise stated in this Agreement, invoice charge(s) are due net 30 days from invoice date. County shall pay pursuant to the local Prompt Payment Act FS. 218.70. You are responsible for providing complete and accurate billing and contact information to Us and notifying Us of any changes to such information.

5.3. Overdue Charges. If any charges are not received from You by the due date, then at Our discretion, (a) such charges may accrue late interest as set forth in the Local Prompt Payment Act, FS. 218.74.

5.4. Suspension of Service and Acceleration. If any amount owing by You under the Local Prompt Payment Act for Our services is 30 or more days overdue (or 10 or more days overdue in the case of amounts You have authorized Us to charge to Your credit card), We may, without limiting Our other rights and remedies, suspend Our services to You until such amounts are paid in full. We will give You at least 7 days' prior notice that Your account is overdue.

5.5. Taxes. Unless otherwise stated, Our fees do not include any taxes, levies, duties or similar governmental assessments of any nature, including but not limited to value-added, sales, use or withholding taxes, assessable by any local, state, provincial, federal or foreign jurisdiction (collectively, "Taxes"). You are responsible for paying all Taxes associated with Your purchases hereunder. If We have the legal obligation to pay or collect Taxes for which You are responsible under this paragraph, the appropriate amount shall be invoiced to and paid by You, unless You provide Us with a valid tax exemption certificate authorized by the appropriate taxing authority. For clarity, We are solely responsible for taxes assessable against it based on Our income, property and employees. The County as a political division of the state of Florida is tax exempt.

## 6. PROPRIETARY RIGHTS

6.1. Reservation of Rights in Services. Subject to the limited rights expressly granted hereunder, We reserve all rights, title and interest in and to the Services, including all related intellectual property rights. No rights are granted to You hereunder other than as expressly set forth herein.

6.2. Restrictions. You shall not (i) permit any third party to access the Services except as permitted herein or in an Order Form, (ii) create derivative works based on the Services except as authorized herein, (iii) copy, frame or mirror any part or content of the Services, other than copying or framing on Your own intranets or otherwise for Your own internal business purposes, (iv) reverse engineer the Services, or (v) access the Services in order to (a) build a competitive product or service, or (b) copy any features, functions or graphics of the Services.

6.3. Your Applications and Code. If You, a third party acting on Your behalf, or a User creates applications or program code using the Services, You authorize Us to host, copy, transmit, display and adapt such applications and program code, solely as necessary for Us to provide the Services in accordance with this Agreement. Subject to the above, We acquire no right, title or interest from You or Your licensors under this Agreement in or to such applications or program code, including any intellectual property rights therein.

6.4. Your Data. Subject to the limited rights granted by You hereunder, We acquire no right, title or interest from You or Your licensors under this Agreement in or to Your Data, including any intellectual property rights therein.

Initials \_\_\_\_\_

6.5. Suggestions. We shall have a royalty-free, worldwide, irrevocable, perpetual license to use and incorporate into the Services any suggestions, enhancement requests, recommendations or other feedback provided by You, including Users, relating to the operation of the Services.

## 7. CONFIDENTIALITY

The following is subject to the provisions of Chapter 119, Florida Statutes.

7.1. Definition of Confidential Information. As used herein, "Confidential Information" means all confidential information disclosed by a party ("Disclosing Party") to the other party ("Receiving Party"), whether orally or in writing, that is designated as confidential or that reasonably should be understood to be confidential given the nature of the information and the circumstances of disclosure. Your Confidential Information shall include Your Data; Our Confidential Information shall include the Services; and Confidential Information of each party shall include the terms and conditions of this Agreement, as well as business and marketing plans, technology and technical information, product plans and designs, and business processes disclosed by such party. However, Confidential Information (other than Your Data) shall not include any information that (i) is or becomes generally known to the public without breach of any obligation owed to the Disclosing Party, (ii) was known to the Receiving Party prior to its disclosure by the Disclosing Party without breach of any obligation owed to the Disclosing Party, (iii) is received from a third party without breach of any obligation owed to the Disclosing Party, or (iv) was independently developed by the Receiving Party.

7.2. Protection of Confidential Information. The Receiving Party shall use the same degree of care that it uses to protect the confidentiality of its own confidential information of like kind (but in no event less than reasonable care) (i) not to use any Confidential Information of the Disclosing Party for any purpose outside the scope of this Agreement, and (ii) except as otherwise authorized by the Disclosing Party in writing, to limit access to Confidential Information of the Disclosing Party to those of its and its Affiliates' employees, contractors and agents who need such access for purposes consistent with this Agreement and who have signed confidentiality agreements with the Receiving Party containing protections no less stringent than those herein. Neither party shall disclose the terms of this Agreement other than its Affiliates and their legal counsel and accountants without the other party's prior written consent.

7.3. Compelled Disclosure. The Receiving Party may disclose Confidential Information of the Disclosing Party if it is compelled by law to do so, provided the Receiving Party gives the Disclosing Party prior notice of such compelled disclosure (to the extent legally permitted) and reasonable assistance, at the Disclosing Party's cost, if the Disclosing Party wishes to contest the disclosure. If the Receiving Party is compelled by law to disclose the Disclosing Party's Confidential Information as part of a civil proceeding to which the Disclosing Party is a party, and the Disclosing Party is not contesting the disclosure, the Disclosing Party will reimburse the Receiving Party for its reasonable cost of compiling and providing secure access to such Confidential Information.

We agree to allow and permit responsible access to, and inspection of all documents, papers, or other materials in its possession or under its control subject to Chapter 119, F.S. and made and received by the County in conjunction with this contract. The County has the right to unilaterally cancel this contract upon violation of this provision.

## 8. WARRANTIES AND DISCLAIMERS

8.1. Our Warranties. We warrant that (i) We have validly entered into this Agreement and have the legal power to do so, (ii) the Services shall be performed materially in accordance with this Agreement, (iii) We will not transmit Malicious Code to You, provided it is not a breach of this subpart (iv) if You or a User uploads a file containing Malicious Code into the Services and later downloads that file containing Malicious Code. For any breach of a warranty above, Your exclusive remedy shall be as provided in Section 11.3 (Termination for Cause) below.

8.2. Your Warranties. You warrant that You have validly entered into this Agreement and have the legal power to do so.

8.3. 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, INCLUDING ANY WARRANTIES OF MERCHANTABILITY OR FITNESS FOR A PARTICULAR PURPOSE, TO THE MAXIMUM EXTENT PERMITTED BY APPLICABLE LAW.

## 9. MUTUAL INDEMNIFICATION

9.1. Indemnification by Us. We shall defend You against any claim, demand, suit, or proceeding made or brought against You by a third party alleging that the use of the Services as permitted hereunder infringes or misappropriates the intellectual property rights of a third party (a "Claim Against You"), and shall indemnify You for any damages, attorney fees and costs finally awarded against You as a result of, and for amounts paid by You under a court-approved settlement of, a Claim Against You; provided that You (a) promptly give Us written notice of the Claim Against You; (b) give Us sole control of the defense and settlement of the Claim Against You (provided that We may not settle any Claim Against You unless the settlement unconditionally releases You of all liability); and (c) provide to Us all reasonable assistance, at Our expense. In the event of a Claim Against You, or if We reasonably believe the Services may infringe or misappropriate, We may in Our discretion and at no cost to You (i) modify the Services so that they no longer infringe or misappropriate, without breaching Our warranties under "Our Warranties" above, (ii) obtain a license for Your continued use of the Services in accordance with this Agreement, or (iii) terminate Your User subscriptions for such Services upon 30 days' written notice and refund to You any prepaid fees covering the remainder of the term of such User subscriptions after the effective date of termination.

9.2. Indemnification by You. Subject to 768.28, F.S. (sovereign immunity), You shall defend Us against any claim, demand, suit or proceeding made or brought against Us by a third party alleging

that Your Data, or Your use of the Services in breach of this Agreement, infringes or misappropriates the intellectual property rights of a third party or violates applicable law (a "Claim Against Us"), and shall indemnify Us for any damages, attorney fees and costs finally awarded against Us as a result of, or for any amounts paid by Us under a court-approved settlement of, a Claim Against Us; provided that We (a) promptly give You written notice of the Claim Against Us; (b) give You sole control of the defense and settlement of the Claim Against Us (provided that You may not settle any Claim Against Us unless the settlement unconditionally releases Us of all liability); and (c) provide to You all reasonable assistance, at Your expense.

9.3. Exclusive Remedy. This Section 9 (Mutual Indemnification) states the indemnifying party's sole liability to, and the indemnified party's exclusive remedy against, the other party for any type of claim described in this Section.

#### 10. LIMITATION OF LIABILITY

Pursuant to 768.28, the County's/Your liability is limited to \$200,000 for any claim or judgment with a total not to exceed \$300,000 per incident or occurrence

10.1. Limitation of Liability. OUR LIABILITY WITH RESPECT TO ANY SINGLE INCIDENT ARISING OUT OF OR RELATED TO THIS AGREEMENT (WHETHER IN CONTRACT OR TORT OR UNDER ANY OTHER THEORY OF LIABILITY) SHALL EXCEED THE LESSER OF \$500,000 OR THE AMOUNT PAID BY YOU HEREUNDER IN THE 12 MONTHS PRECEDING THE INCIDENT, PROVIDED THAT IN NO EVENT SHALL EITHER PARTY'S AGGREGATE LIABILITY ARISING OUT OF OR RELATED TO THIS AGREEMENT (WHETHER IN CONTRACT OR TORT OR UNDER ANY OTHER THEORY OF LIABILITY) EXCEED THE TOTAL AMOUNT PAID BY YOU HEREUNDER. THE FOREGOING SHALL NOT LIMIT YOUR PAYMENT OBLIGATIONS UNDER SECTION 6 (FEES AND PAYMENT FOR PURCHASED SERVICES).

10.2. Exclusion of Consequential and Related Damages. IN NO EVENT SHALL EITHER PARTY HAVE ANY LIABILITY TO THE OTHER PARTY FOR ANY LOST PROFITS OR REVENUES OR FOR ANY INDIRECT, SPECIAL, INCIDENTAL, CONSEQUENTIAL, COVER OR PUNITIVE DAMAGES HOWEVER CAUSED, WHETHER IN CONTRACT, TORT OR UNDER ANY OTHER THEORY OF LIABILITY, AND WHETHER OR NOT THE PARTY HAS BEEN ADVISED OF THE POSSIBILITY OF SUCH DAMAGES. THE FOREGOING DISCLAIMER SHALL NOT APPLY TO THE EXTENT PROHIBITED BY APPLICABLE LAW.

#### 11. TERM AND TERMINATION

11.1. Term of Agreement. This Agreement commences on the date You accept it and continues until all User subscriptions granted as stated in cycle 1 in accordance with this Agreement have expired or been terminated.

11.2. Term of Purchased User Subscriptions. User subscriptions purchased by You commence on the start date specified under this Agreement and continue for the subscription term specified herein.

11.3. Termination for Cause. A party may terminate this Agreement for cause: (i) upon 30 days written notice to the other party of a material breach if such breach remains uncured at the expiration of such period, or (ii) if the other party becomes the subject of a petition in bankruptcy or any other proceeding relating to insolvency, receivership, liquidation or assignment for the benefit of creditors.

11.4. Return of Your Data. Upon request by You made within 30 days after the effective date of termination of a Purchased Services subscription, We will make available to You for download a file of Your Data in comma separated value (.csv) format along with attachments in their native format. After such 30-day period, We shall have no obligation to maintain or provide any of Your Data and shall thereafter, unless legally prohibited, delete all of Your Data in Our systems or otherwise in Our possession or under Our control.

11.5. Surviving Provisions. Section 5 (Fees and Payment for Purchased Services), 6 (Proprietary Rights), 7 (Confidentiality), 8.3 (Disclaimer), 9 (Mutual Indemnification), 10 (Limitation of Liability), 11.4 (Return of Your Data), 12 (Governing Law and Jurisdiction) and 13 (General Provisions) shall survive any termination or expiration of this Agreement.

#### 12. GOVERNING LAW AND JURISDICTION

12.1. Agreement shall be governed by and construed and enforced in accordance with the laws of the State of Florida as it applies to a contract made and performed in such state. In the event that any cause of action or administrative proceeding is instituted for this contract, venue will lie in the 16<sup>th</sup> Judicial Circuit, Monroe County, Florida. This contract shall not be subject to arbitration.

#### 13. GENERAL PROVISIONS

13.1. 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@ecvis.com](mailto:legal@ecvis.com)).

13.2. 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.

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

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

13.5. 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.

13.6. 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 5.2 (Invoicing and Payment) and in the event any cause of action is initiated or defended pursuant to this contract, the prevailing party shall be entitled to reasonable attorney fees and other court costs.

13.7. Assignment. Neither party may assign any of its rights or obligations hereunder, whether by operation of law or otherwise, without the prior written consent of the other party (not to be unreasonably withheld). Notwithstanding the foregoing, either party may assign this Agreement in its entirety (including all Order Forms), without consent of the other party, to its Affiliate or in connection with a merger, acquisition, corporate reorganization, or sale of all or substantially all of its assets not involving a direct competitor of the other party. A party's sole remedy for any purported assignment by the other party in breach of this paragraph shall be, at the non-assigning party's election, termination of this Agreement upon written notice to the assigning party. In the event of such a termination, We shall refund to You any prepaid fees covering the remainder of the term of all subscriptions after the effective date of termination. Subject to the foregoing, this Agreement shall bind and inure to the benefit of the parties, their respective successors and permitted assigns.

13.8. 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.

[Remainder of page intentionally left blank, signature page is on the cover page to this Agreement]



eCIVIS

## Product Sheet



*Your tools for grants success.*

### ***eCivis® Grants Network™***

---

**eCivis Grants Network** is the ideal platform for improving your organization's grants performance. Our patent-pending system is an enterprise-wide solution allowing grant-active organizations to drive success throughout the grants lifecycle. eCivis Grants Network is based on Software as a Service (SaaS) technology that eliminates high start-up costs and extra IT infrastructure and other IT support. The web interface reduces training needs and increases user adoption. eCivis Grants Network is a modular system that scales to fit your organization and contains fully integrated components that minimize data entry and maximize results.

### ***eCivis Grants Network: Research™***

---

**eCivis Grants Network: Research** provides exactly the information you need to find and win grants that help your organization meet its goals. eCivis invests more than 40,000 hours of research each year on federal, state, and foundation grants to ensure that users will find the best grants for their projects. With our proprietary research and analyses, users enjoy longer lead times to produce better applications. Our customized search tools allow users to enjoy rapid results across any and all parameters. Rollover summaries reveal the details of a grant without opening it. With our automated search agents, updates, and daily/weekly emails, eCivis Grants Research does all the heavy lifting for you and enables your organization to become truly proactive. eCivis Grants Research provides the best grants information anywhere.

### ***eCivis Grants Network: Tracking & Reporting™***

---

**eCivis Grants Network: Tracking & Reporting** is a web-based system designed to move your grants management process into the 21<sup>st</sup> Century by providing intelligence at every stage of the grants management lifecycle. eCivis Grants Tracking & Reporting is fully integrated with eCivis Grants Research, so once a grant is won, information is easily transferred between systems. No matter what your function, eCivis Grants Tracking & Reporting saves time and headaches, while saving your organization money, undesirable press, and nasty-grams from grantors. Grants professionals save time and frustration by automatically performing and centralizing many of the administrative functions currently done by hand, on paper, and through multiple systems. Department heads and managers can reduce the amount of time spent complying with the reporting requirements of the grants you've won. Elected/appointed officials and senior managers are finally able to account for every grant dollar and determine whether grant applications are in line with organizational priorities.

### ***eCivis Grants Network: KnowledgeBase™***

---

**eCivis Grants Network: KnowledgeBase** provides educational and reference resources to hone individual grant-related skills and develop a world-class grants organization. eCivis Grants Network: KnowledgeBase can dramatically change the landscape and tenor of your grants activity by raising efficiency and skill levels, resulting in greater overall satisfaction from all stakeholders and enabling you to achieve the goals set by your leadership. eCivis Grants Network: KnowledgeBase is made up of automated training courses specifically developed to meet the needs of the grants community. eCivis Grants Network: KnowledgeBase also contains easy-to-understand two- to three-paged publications written by professionals involved in all aspects of the grants process, and five key functional areas: The Collections, 2009 Stimulus Page, Project Trends, Resource Library, and The Glossary.

(877) 232-4847

## City References

**Flagstaff, AZ** ~ Stacey Brechler -Knagg, Grants Manager  
(928) 779-7662  
sknaggs@ci.flagstaff.az.us

**Current Subscriptions:** Grants Network: Research client since February 2002.

**Maricopa, AZ** ~ Mary Witkofski, Grants Manager  
(520) 316-6844  
Mary.Witkofski@maricopa-az.gov

**Current Subscriptions:** Grants Network: Research client since June 2006.

**Los Angeles, CA** ~ Camilla Fong, Senior Project Coordinator  
(213) 978-7681  
Camilla.Fong@lacity.org

**Current Subscriptions:** Grants Network: Research client since May 2001, Grants Network: Tracking & Reporting since June 2009.

**Pasadena, CA** ~ Julie Gutierrez, Assistant City Manager  
(626) 744-7371  
jgutierrez@cityofpasadena.net

**Current Subscriptions:** Grants Network: Research client since April 2009, Grants Network: KnowledgeBase, and offers to Community Based Organizations

**Riverside, CA** ~ Mario Lara, Principal Analyst  
(951) 826-2396  
Mlara@riverside.gov

**Current Subscriptions:** Grants Network: Research client since April 2001 and Community Based Organizations License.

**Boynton Beach, FL** ~ Debbie Majors, Grant Coordinator  
(561) 742-6241  
Majorsd@ci.boynton-beach.fl.us

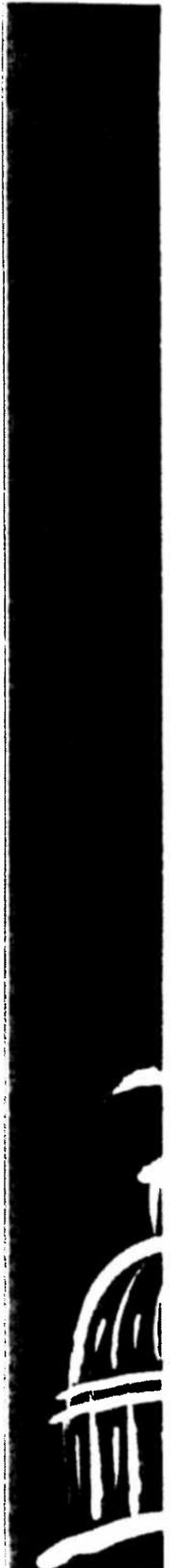
**Current Subscription:** Grants Network: Research client since 2001, Grants Network: Tracking & Reporting client since 2007 Peak 50.

**Orlando, FL** ~ Jessica Dlugolinski, Grants & Contract Analyst  
(407) 246-3362  
jessica.dlugolinski@cityoforlando.net

**Current Subscription:** Grants Network: Research client since 2003, Grants Network: Tracking & Reporting peak 200.

**Davidson, NC** ~ Sandy Kragh, Administrative Assistant  
(704) 892-7592 x3  
skragh@ci.davidson.nc.us

**Current Subscriptions:** Grants Network: Research client since 2007.



# eCIVIS

**Raleigh, NC** ~ Catherine Clark, Grants Administrative Program Manager  
(919) 996-3840

Catherine.Clark@ci.raleigh.nc.us

**Current Subscriptions:** Grants Network: Research client since July 2006, Grants Network: Tracking & Reporting client since July 2009.

**El Paso, TX** ~ Nancy Melendez-Forbes  
Coordinator

(915) 541-4445

Melendez-ForbesN2@elpasotexas.gov/Tomboskydr@elpasotexas.gov

**Current Subscription:** Grants Network: Research client since December 2002, Tracking & Reporting client since April 2008. Started with Police Department in April, implemented city wide in September 2008.

**Port Isabel, TX** ~ Margie Jacobs, Administrative Assistant  
(956) 943-2682

mjacobs@copitx.com

**Current Subscriptions:** Grants Network: Research and Grants Network: KnowledgeBase since 2009.

**San Antonio, TX** ~ Sally Basurto, Intergovernmental Relations/Grants Manager  
(210) 207-7197

Sally.Basurto@sanantonio.gov

**Current Subscriptions:** Grants Network: Research, Grants Network: Tracking & Reporting client since 2007.

**Norfolk, VA** ~ LaToya Vaughn, Grants Management Assistant  
(757) 664-4000 ext. 0

latoya.vaughn@norfolk.gov

**Current Subscriptions:** Grants Network: Research client since 2004.

**Tacoma, WA** ~ Susan Perong, Internal Grants Consultant  
(253) 594 - 7881

sperong@ci.tacoma.wa.us

**Current Subscriptions:** Grants Network: Research client since October 2001, Tracking & Reporting client since October 2008, and offers to Community Based Organizations.

## County References

**Mariposa County, CA** ~ Marilyn Lidyoff, Business Development Coordinator  
(209) 966-4303

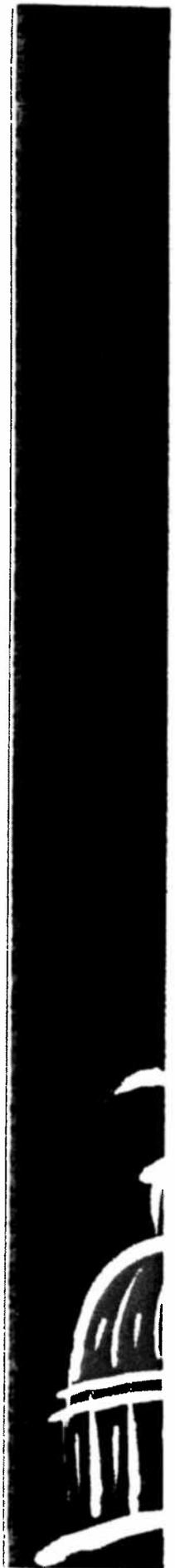
mlidyoff@mariposacounty.org

**Current Subscriptions:** Grants Network: Research client since 2009.

Toll Free: (877) 232-4847

418 N. Fair Oaks Ave., Suite 301, Pasadena, CA 91103

[www.ecivis.com](http://www.ecivis.com)



# eCIVIS

**Alachua County, FL** ~ Annette Perez, Grants/Contracts Specialists  
(352) 337-6109

aperez@alachuacounty.us

**Current Subscriptions:** Grants Network: Research client since August 2003.

**Collier County, FL** ~ Marlene Foord, Grant Coordinator  
(239) 252-4768

marlenefoord@colliergov.net

**Current Subscriptions:** Grants Network: Research client since October 2005.

**Lee County, FL** ~ Tricia Jackson, Management Analyst  
(239)533-2304

tjackson@leegov.com

**Current Subscriptions:** Grants Network: Research client since May 2004.

**Polk County, FL** ~ Jeanna Cox, Senior Planner Interium  
(863)519-2049

jeannacox@polk-county.net

**Current Subscriptions:** Grants Network: Research, Grants Network: Tracking & Reporting, Grants Network: KnowledgeBase client since 2010.

**Chesterfield County, VA** ~ Mary Gromovsky, Financial/Grant Analyst  
(804)717-6379

gromovskym@chesterfield.gov

**Current Subscriptions:** Grants Network: Research client.

**Culpeper County, VA** ~ Deborah Hoffman, County Administration  
(540)727-3427

DHoffman@culpeppercounty.gov

**Current Subscriptions:** Grants Network: Research client since August 2006.

## Water District References

**Eastern Municipal Water District, CA** ~ Lisa Fabozzi, Project Control Tech  
(951) 928-3777

fabozzil@emwd.org

**Current Subscriptions:** Grants Network: Research client since February 2002.

## Tribe References

**Ak-Chin Indian Community, AZ** ~ Karen Fierro, Contracts and Grants Coordinator  
(520)568-1036

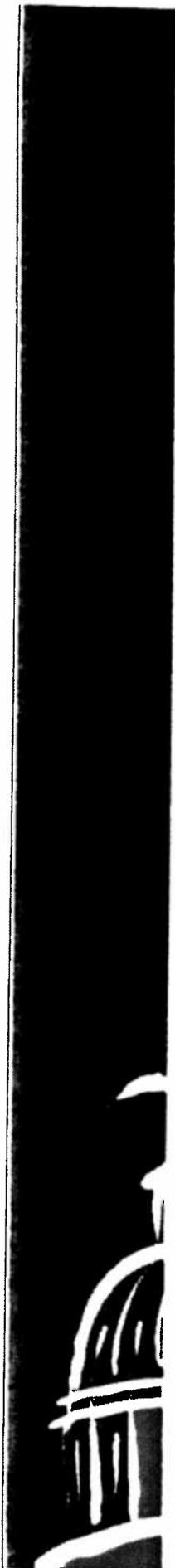
Kfierro@ak-chin.nsn.us

**Current Subscriptions:** Grants Network: Research and Grants Network: KnowledgeBase client since 2009.

Toll Free: (877) 232-4847

418 N. Fair Oaks Ave., Suite 301, Pasadena, CA 91103

[www.ecivis.com](http://www.ecivis.com)



## Medical Center References

**INOVA, TX** ~ Lynn Evan-Reister, Director of Grants Management Office  
(703)746-5513  
Lynn.Evans-Reister@inova.org  
**Current Subscriptions:**

## CBO References

**Flintridge Center, CA** ~ Karen Gerst, Communications Officer  
(626)449-0839 x124  
[Karen@flintridge.org](mailto:Karen@flintridge.org)  
**Current Subscriptions:** Grants Network: Research client since 2009.

## College References

**Maricopa College, AZ** ~ Rita Pyle, Office Coordinator  
(480) 731-8142  
[rita.pyle@domail.maricopa.edu](mailto:rita.pyle@domail.maricopa.edu)  
**Current Subscriptions:** Grants Network Research client since 2009.

**Riverside Community College, CA** ~ Colleen Molko, Associate Director of Grants  
(909) 222-8932  
[Colleen.Molko@rccd.edu](mailto:Colleen.Molko@rccd.edu)  
**Current Subscriptions:** Grants Network: Research client since 2007.

**Pima College, AZ** ~ Wendy Dosch, Program Coordinator  
(520) 206-4514  
[wmdosch@pima.edu](mailto:wmdosch@pima.edu)  
**Current Subscriptions:** Grants Network: Research client since 2007.

