Project Development

Organization	City of Durham			URL	
Street Address	101 City Hall Plaza				
Address 2					
City	Durham	State	NC	Postal Code	27701

CivicPlus provides telephone support for all trained clients from 7am –7pm Central Time, Monday-Friday (excluding holidays). Emergency Support is provided on a 24/7/365 basis for representatives named by the Client. Client is responsible for ensuring CivicPlus has current updates.

Emergency Contact & Mobile Phone					
Emergency Contact & Mobile Phone					
Emergency Contact & Mobile Phone					
Billing Contact	Martha Lester-Harris			E-Mail	martha.lester@durhamnc.gov
Phone	919-560-4122	Ext.	33229	Fax	919-560-4808
Billing Address	101 City Hall Plaza				
Address 2					
City	Durham	ST	NC	Postal Code	27701
Tax ID #				Sales Tax Exempt #	
Billing Terms				Account Rep	
Info Required on Invoice (PO or Job #)					
Contract Contact				Email	
Phone		Ext.		Fax	
Project Contact				Email	
Phone		Ext.		Fax	

Terms & Conditions

This agreement is dated, made, and entered into as of the _____ day of _____ 2015, by the City of Durham (hereafter "Client"), a NC municipal corporation, and Icon Enterprises, Inc., d/b/a CivicPlus (hereafter "CivicPlus"), a corporation organized and existing under the laws of Kansas.

Background and Purpose

1. The City of Durham desires Icon Enterprises Inc., d/b/a CivicPlus ("CivicPlus") to create a unique website for the City of Durham ("Client") http://durhamnc.gov/Pages/Home.aspx that includes all functionality and hosting.

Services and Scope to be Performed

2. CivicPlus shall provide a unique website, CivicPlus Project Deliverables. In this agreement, "Work" means the services that CivicPlus is required to perform pursuant to this agreement and all of CivicPlus' duties to the Client that arise out of this agreement. Unless the context requires otherwise, if this agreement states that work is to be performed or that a duty is owed, it shall be presumed that the work or duty is the obligation of CivicPlus.

Notwithstanding this, the Client shall agree to undertake directly, or via a designated third-party (other than CivicPlus) any and all necessary work agreed to by the Client.

Additional Services

3. Except to the extent otherwise specifically stated in this agreement, or at the specific request of the Client to amend this agreement, and evidenced by mutual agreement of the parties, CivicPlus shall obtain and provide, without additional cost to the Client, all labor, materials, equipment, transportation, facilities, services, permits, and licenses necessary to perform the Work.
4. Client may contract with CivicPlus for additional Consulting, Website Design, Setup, Programming, site modification, Training services (Project Development Services), additional Graphic Design, or content from other URLs and/or intranet. CivicPlus will invoice Client at the completion of the service and prior to project Go-Live. Services that involve billable time beyond the contracted amount will be documented and invoiced. Written approval by the Client is necessary before billable time is incurred.
5. Client may contract with CivicPlus for additional Annual Services and CivicPlus will invoice Client for additional Annual Services upon completion of the service and prior to project Go-Live. Product Suites or modules that incur additional usage fees may be purchased and activated at any time.
6. Client may contract with CivicPlus for the migration of Agendas & Minutes beyond the included Agenda & Minutes migration for an additional fee. Client may also contract with CivicPlus for the conversion of Agendas & Minutes to Microsoft Word or PDF for a conversion fee of $4,500.
7. Acceptance of this Agreement signifies Client's approval of any billable time specifically related to training services, wherein a stated number of attendees is specified. Coverage for additional attendees not covered under this agreement is billed at a per diem rate.

Billing & Payment Terms

8. One half of the total First Year Fee will be billed upon completion of Phase 2: Website Layout. The remainder of the total First Year Fee and any additional Project Development services will be invoiced after Phase 4: Customized Website Training has been completed. Acceptance of the timeline established with the CivicPlus project manager indicates the acceptance of the billing milestones. The amount paid will not exceed $169,224.00.
9. After 48 consecutive months under these terms and associated pricing, Client becomes fully eligible for a CP Basic Redesign at no additional cost.
10. The Client shall acknowledge project completion and acceptance notification prior to project go-live. The date may be extended if material system or operational failures are encountered. Immediately after completing training the final bill for the project development services will be billable and payable. All Parties agree that the website will not go-live until the project is accepted in writing by the Client.
11. Total First Year invoices are due by the first of the following month, but no later than 30 days from invoice date. Project Development will be discontinued if payment is not made within 30 days after the invoice due date.
12. Invoicing for Year 2 Annual Services begins one (1) year from contract signing.
13. Annual Services invoices may be prorated in order to correlate with the Client's budget year, and are invoiced prior to the year of service.
14. After project go-live, 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 Services 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.
15. 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.
16. Unless otherwise limited by law, a finance charge of 2.9 percent (%) per month or $5.00, whichever is greater, will be added to past due accounts. Payments received will be applied first to finance charges, then to the oldest outstanding invoice(s).
17. 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. Provided the Client's account is current, upon termination of services Client may request a complimentary electronic copy of website Customer Content.
18. 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, and thus the cost of such services hereunder is dependent upon the financial arrangements between CivicPlus and such third-party providers. Client acknowledges and agrees that the price to Client for the services hereunder may be reasonably adjusted at any time, at CivicPlus' sole discretion, to reflect an increase in cost to CivicPlus as a result of its financial arrangement with a third-party provider. Client acknowledges and agrees that this Agreement as so modified will continue in

full force and effect as otherwise provided herein, and that Client will pay any such increased price according to such other payment terms hereof.

Agreement Renewal

19. This contract shall remain in effect for a period of one year (12 months) from signing. 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. After 48 consecutive months under the terms of this contract and associated pricing, Client will be fully eligible for a CP Basic Redesign at no additional cost.
20. Either party may terminate the agreement at the end of the contract term by providing the other party with 60 days written notice prior to the contract renewal date.
21. In the event of early termination of this Agreement by the Client, Client forfeits eligibility for the CP Basic Redesign and all funds applied to such eligibility and full payment of the remainder of the contract is due within 15 days of termination.
22. Each year this Agreement is in effect, a technology investment and benefit fee of 2 percent (%) of the total Annual Services costs will be applied.

Support

23. 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.
24. Support includes providing technical support of the GCMS® software, application support (pages and modules), and technical maintenance of Client's website. CivicPlus support does not include support of 3rd party applications. Following initial setup, additional page design, graphic design, user training, site modification, and custom programming may be contracted separately for an additional fee.
25. 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 GCMS® software and reported to CivicPlus by the Client, such warranty to include ongoing maintenance upgrades and technical error correction.
26. 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.

Marketing

27. Client will work with the CivicPlus Marketing Department to make a reasonable attempt to gather information and meet deadlines associated with website award contest entries throughout the term of this agreement, and to create a case study related to their website.
28. Client permits CivicPlus to include an example of the Client's home page and a link to the Client's website on the CivicPlus corporate website.
29. Client will make a reasonable attempt to work with the CivicPlus Marketing Department to create a news item to be released in conjunction with their project Go-Live date. Client will provide CivicPlus with contact information for local and regional media outlets. CivicPlus may use the press release in any marketing materials as desired throughout the term of this Agreement.
30. Client allows CivicPlus to display a "Government Websites by CivicPlus" insignia, and web link at the bottom of their web pages. Client understands that the pricing and any related discount structure provided under this agreement assumes such perpetual permission.

Intellectual Property, Ownership & Content Responsibility

31. Upon full and complete payment of submitted invoices for the Project Development and launch of the website, Client will own the Customer Content.
32. Upon completion of the development of the site, Client will assume 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.
33. Client shall not (i) license, sublicense, sell, resell, transfer, assign, distribute or otherwise commercially exploit or make available to any third party the GCMS® software in any way; (ii) modify or make derivative works based upon the GCMS® software; (iii) create Internet "links" to the GCMS® software or "frame" or "mirror" any GCMS® administrative access on any other server or wireless or Internet-based device; or (iv) reverse engineer or access the GCMS® software in order to (a) build a competitive product or service, (b) build a product using similar ideas, features, functions or graphics of the GCMS® software, or (c) copy any ideas, features, functions or graphics of the GCMS® software.

34. The CivicPlus name, the CivicPlus logo, and the product and module names associated with the GCMS® software are trademarks of CivicPlus, and no right or license is granted to use them.

Confidential Information

35. Obligations. Each party will: (a) protect the other party's Confidential information with the same standard of care it uses to protect its own Confidential information; and (b) not disclose the confidential information, except to affiliated, employees, and agents who need to know it and who have agreed in writing to keep it confidential. Each party (and any affiliates, employees and agents to whom it has disclosed confidential information) may use confidential information only to exercise rights and fulfill its obligations under this Agreement, while using reasonable care to protect it. Each party is responsible for any actions of its Affiliates, employees and agents in violation of this Section.
36. Exceptions. Confidential information does not include information that: (a) the recipient of the Confidential information already knew (b) becomes public through no fault of the recipient; (c) was independently developed by the recipient; or (d) was rightfully given to the recipient by another party.
37. Required Disclosure. Each party may disclose the other party's confidential information when required by law but only after it, if legally permissible: (a) uses commercially responsible efforts to notify the other party; and (b) gives the other party the chance to challenge the disclosure.
38. Third Party Requests. Client is responsible for responding to Third Party Requests. CivicPlus will, to the extent allowed by law and by the terms of the Third Party Request: (a) promptly notify the Client of its receipt of a Third Party Request in a manner permitted by law; (b) comply with the Client's reasonable requests regarding its efforts to oppose a Third Party Request; and (c) provide the Client with the information or tools required for the Client to respond to the Third Party Request. The Client will first use the Admin Tool to access the required information, and will contact CivicPlus only if it is insufficient for Client's needs.
39. Data Breach. In the event of a data breach or unauthorized access of the Client's data, CivicPlus will promptly notify the Client of the breach, including details of its nature, the data compromised, mitigation efforts, and corrective actions to be taken by CivicPlus.

Data Assurances

40. Data Ownership. All data uploaded by Client into or created using the Services used by Client is owned solely by the Client and CivicPlus will not access such data unless for the sole purpose of delivering the Services.
41. Data Access. Client may access and retrieve all Client data stored using the Services at its sole discretion, regardless of who created the content and for what purpose.
42. Deletion of Data. CivicPlus will permanently delete all data and copies of data from its systems when deleted by the Client or any authorized End User.

Indemnification

43. To the maximum extent allowed by law, the CivicPlus shall defend, indemnify, and save harmless Indemnitees from and against all Charges that arise in any manner from, in connection with, or out of this contract as a result of acts or omissions of the CivicPlus or subcontractors or anyone directly or indirectly employed by any of them or anyone for whose acts any of them may be liable. In performing its duties under this section 42 the CivicPlus shall at its sole expense defend Indemnitees with legal counsel reasonably acceptable to City.
44. Definitions. As used in section 42" above and 43 below-- "Charges" means claims, judgments, costs, damages, losses, demands, liabilities, duties, obligations, fines, penalties, royalties, settlements, and expenses (included without limitation within "Charges" are (1) interest and reasonable attorneys' fees assessed as part of any such item, and (2) amounts for alleged violations of sedimentation pollution, erosion control, pollution, or other environmental laws, regulations, ordinances, rules, or orders -- including but not limited to any such alleged violation that arises out of the handling, transportation, deposit, or delivery of the items that are the subject of this contract). "Indemnitees" means City and its officers, officials, independent contractors, agents, and employees, excluding the CivicPlus.
45. Other Provisions Separate. Nothing in this section shall affect any warranties in favor of the City that are otherwise provided in or arise out of this contract. This section is in addition to and shall be construed separately from any other indemnification provisions that may be in this contract.
46. Survival. This section shall remain in force despite termination of this contract (whether by expiration of the term or otherwise) and termination of the services of CivicPlus under this contract. (e) Limitations of the CivicPlus' Obligation. If this section is in, or is in connection with, a contract relative to the design, planning, construction, alteration, repair or maintenance of a building, structure, highway, road, appurtenance or appliance, including moving, demolition and excavating connected therewith, then subsection "a" above shall not require CivicPlus to indemnify or hold harmless Indemnitees against liability for damages arising out of bodily injury to persons or damage to property proximately caused by or resulting from the negligence, in whole or in part, of Indemnitees.

Liabilities

47. CivicPlus will not be liable for any act, omission of act, negligence or defect in the quality of service of any underlying carrier or other service provider whose facilities or services are used in furnishing any portion of the service received by the Client. CivicPlus will not be liable for any failure of performance that is caused by or the result of any act or omission by Client or any entity other than CivicPlus that furnishes services, facilities or equipment used in connection with CivicPlus services or facilities.
48. Except as expressly provided in this Agreement, CivicPlus makes no expressed or implied representations or warranties, including any warranties regarding merchantability or fitness for a particular cause.

Force Majeure

49. No party shall have any liability to the other hereunder by reason of any delay or failure to perform any obligation or covenant if the delay or failure to perform is occasioned by force majeure, meaning any act of God, storm, fire, casualty, unanticipated work stoppage, strike, lockout, labor dispute, civic disturbance, riot, war, national emergency, act of Government, act of public enemy, or other cause of similar or dissimilar nature beyond its control.

Taxes

50. 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.

Notice

51. (a) All notices and other communications required or permitted by this agreement shall be in writing and shall be given either by personal delivery, fax, UPS, Federal Express, or certified United States mail, return receipt requested, addressed as follows. The parties are requested to send a copy by email.

    To the Client:
    Customer Service Management Manager, Technology Solutions Department
    City of Durham
    101 Client Hall Plaza
    Durham, NC 27701-3329
    The fax number is (919) 560-4808.
    Email: martha.lester@durhamnc.gov

    To CivicPlus:
    CivicPlus Accounting
    302 South 4th Street, Suite 500
    Manhattan, KS 66502
    The fax number is (785) 587-8951
    Email: accounting@civicplus.com

    (b) Change of Address. Date Notice Deemed Given. A change of address, fax number, or person to receive notice may be made by either party by notice given to the other party. Any notice or other communication under this agreement shall be deemed given and sent at the time of actual delivery, if it is personally delivered or sent by fax. If the notice or other communication is sent by United States mail, it shall be deemed given upon the third calendar day following the day on which such notice or other communication is deposited with the United States Postal Service or upon actual delivery, whichever first occurs.

E-Verify Compliance

52. CivicPlus (the contractor) represents and covenants that the contractor and its subcontractors comply with the requirements of Article 2 of Chapter 64 of the North Carolina General Statutes (NCGS). In this E-Verify Compliance section, "contractor," "its subcontractors," and "comply" shall have the meanings intended by NCGS 160A-20.1(b). The City is relying on this section in entering into this agreement. The parties agree to this section only to the extent authorized by law. If this section is held to be unenforceable or invalid in whole or in part, it shall be deemed amended to the extent necessary to make this agreement comply with NCGS 160A-20.1(b).

Miscellaneous

53. (a) Choice of Law and Forum; Service of Process. (i) This agreement shall be deemed made in Durham County, North Carolina. This agreement shall be governed by and construed in accordance with the law of North Carolina. The exclusive forum and venue for all actions arising out of this agreement shall be the North Carolina General Court of Justice, in Durham County. Such actions shall neither be commenced in nor removed to federal court. This subsection (a) shall not apply to subsequent actions to enforce a judgment entered in actions heard pursuant to this subsection. (ii) If CivicPlus is not a natural person (for instance, CivicPlus is a corporation or limited liability company), this subsection (ii) applies. "Agent for Service of Process" means every person now or hereafter appointed by CivicPlus to be served or to accept service of process in any State of the United States. Without excluding any other method of service authorized by law, CivicPlus agrees that every Agent for Service of Process is designated as its non-exclusive agent for service of process, summons, and complaint. CivicPlus will instruct each Agent for Service of Process that after such agent receives the process, summons, or complaint, such agent shall promptly send it to CivicPlus. This subsection (ii) does not apply while CivicPlus maintains a registered agent in North Carolina with the office of the N. C. Secretary of State and such registered agent can be found with due diligence at the registered office.

(b) Waiver. No action or failure to act by the Client shall constitute a waiver of any of its rights or remedies that arise out of this agreement, nor shall such action or failure to act constitute approval of or acquiescence in a breach thereunder, except as may be specifically agreed in writing.

(c) Performance of Government Functions. Nothing contained in this agreement shall be deemed or construed so as to in any way estop, limit, or impair the Client from exercising or performing any regulatory, policing, legislative, governmental, or other powers or functions.

(d) Severability. If any provision of this agreement shall be unenforceable, the remainder of this agreement shall be enforceable to the extent permitted by law.

(e) Assignment. Successors and Assigns. Without the Client's written consent, CivicPlus shall not assign (which includes to delegate) any of its rights (including the right to payment) or duties that arise out of this agreement. Notwithstanding of this, CivicPlus reserves the right to assign its rights, interests or obligations defined in this Agreement at any time to any successor or acquirer of its business or assets. The Client Manager may consent to an assignment without action by the Client Council. Unless the Client otherwise agrees in writing, CivicPlus and all assignees shall be subject to all of the Client's defenses and shall be liable for all of CivicPlus' duties that arise out of this agreement and all of the Client's claims that arise out of this agreement. Without granting CivicPlus the right to assign, it is agreed that the duties of CivicPlus that arise out of this agreement shall be binding upon it and its heirs, personal representatives, successors, and assigns.

(f) Compliance with Law. In performing all of the Work, CivicPlus shall comply with all applicable law.

(g) Notice of Client Policy. THE CLIENT OPPOSES DISCRIMINATION ON THE BASIS OF RACE AND SEX AND URGES ALL OF ITS CIVICPLUSS TO PROVIDE A FAIR OPPORTUNITY FOR MINORITIES AND WOMEN TO PARTICIPATE IN THEIR WORK FORCE AND AS SUBCONTRACTORS AND VENDORS UNDER CLIENT AGREEMENTS.

(h) EEO Provisions. During the performance of this Agreement CivicPlus agrees as follows: (1) CivicPlus shall not discriminate against any employee or applicant for employment because of race, color, religion, sex, national origin, political affiliation or belief, age, or handicap. CivicPlus shall take affirmative action to insure that applicants are employed and that employees are treated equally during employment, without regard to race, color, religion, sex, national origin, political affiliation or belief, age, or handicap. Such action shall include but not be limited to the following: employment, upgrading, demotion, transfer, recruitment or advertising, layoff or termination, rates of pay or other forms of compensation, and selection for training, including apprenticeship. CivicPlus shall post in conspicuous places, available to employees and applicants for employment, notices setting forth these EEO provisions. (2) CivicPlus shall in all solicitations or advertisement for employees placed by or on behalf of CivicPlus, state that all qualified applicants will receive consideration for employment without regard to race, color, religion, sex, national origin, political affiliation or belief, age, or handicap. (3) CivicPlus shall send a copy of the EEO provisions to each labor union or representative of workers with which it has a collective bargaining agreement or other agreement or understanding. (4) In the event of CivicPlus' noncompliance with these EEO provisions, the Client may cancel, terminate, or suspend this agreement, in whole or in part, and the Client may declare CivicPlus ineligible for further Client agreements. (5) Unless exempted by the Client Council of the City of Durham, CivicPlus shall include these EEO provisions in every purchase order for goods to be used in performing this agreement and in every

subagreement related to this agreement so that these EEO provisions will be binding upon such subcontractors and vendors.

(i) SDBE. CivicPlus shall comply with all applicable provisions of Article III of Chapter 18 of the Durham Client Code (Equal Business Opportunities Ordinance), as amended from time to time. The failure of CivicPlus to comply with that article shall be a material breach of agreement which may result in the rescission or termination of this agreement and/or other appropriate remedies in accordance with the provisions of that article, this agreement, and State law. The Participation Plan submitted in accordance with that article is binding on CivicPlus. Section 18-59(f) of that article provides, in part, "If the Client Manager determines that CivicPlus has failed to comply with the provisions of the Agreement, the Client Manager shall notify CivicPlus in writing of the deficiencies. CivicPlus shall have 14 days, or such time as specified in the Agreement, to cure the deficiencies or establish that there are no deficiencies." It is stipulated and agreed that those two quoted sentences apply only to CivicPlus' alleged violations of its obligations under Article III of Chapter 18 and not to CivicPlus' alleged violations of other obligations.

(j) No Third Party Rights Created. This agreement is intended for the benefit of the Client and CivicPlus and not any other person.

(k) Principles of Interpretation and Definitions. (1) The singular includes the plural and the plural the singular. The pronouns "it" and "its" include the masculine and feminine. References to statutes or regulations include all statutory or regulatory provisions consolidating, amending, or replacing the statute or regulation. References to agreements and agreements shall be deemed to include all amendments to them. The words "include," "including," etc. mean include, including, etc. without limitation. (2) References to a "Section" or "section" shall mean a section of this agreement. (3) "Agreement" and "Agreement," whether or not capitalized, refer to this instrument. (4) "Duties" includes obligations. (5) The word "person" includes natural persons, firms, companies, associations, partnerships, trusts, corporations, governmental agencies and units, and other legal entities. (6) The word "shall" is mandatory. (7) The word "day" means calendar day. (8) The word "Work" is defined in Section 2. (9) A definition in this agreement will not apply to the extent the context requires otherwise.

(l) Modifications. Entire Agreement. A modification of this agreement is not valid unless signed by both parties and otherwise in accordance with requirements of law. Further, a modification is not enforceable against the Client unless it is signed by the Client Manager, a deputy or assistant Client Manager, or, in limited circumstances, a Client department director. This agreement contains the entire agreement between the parties pertaining to the subject matter of this agreement. With respect to that subject matter, there are no promises, agreements, conditions, inducements, warranties, or understandings, written or oral, expressed or implied, between the parties, other than as set forth or referenced in this agreement.

(m) Client's Manager's Authority. To the extent, if any, the Client has the power to suspend or terminate this agreement or CivicPlus' services under this agreement, that power may be exercised by Client Manager or designee without Client Council action.

Trade Secrets: Confidentiality

54. The request for proposals (RFP) section titled "Trade Secrets and Confidentiality" shall apply to any Trade Secrets disclosed to the Client during the process leading to the parties' entering into this Agreement (including all of CivicPlus' responses to the RFP). This section (titled "Trade Secrets; Confidentiality") shall remain in force despite termination of this agreement (whether by expiration of the term or otherwise) and termination of the services of CivicPlus under this agreement. For purposes of this agreement, the word "candidate" in the RFP section just cited shall mean the "CivicPlus."

--Remainder of this page left intentionally blank—

IN WITNESS WHEREOF, the City and the Contractor have caused this Contract to be executed under seal themselves or by their respective duly authorized agents or officers.

ATTEST:

_____
_____City Clerk

CITY OF DURHAM

By _____
_____City Manager

ICON ENTERPRISES, INC. D/B/A CIVICPLUS

_____(SEAL)
Secretary

By _____
President

STATE OF _____

COUNTY OF _____

ACKNOWLEDGEMENT BY CORPORATION

I, a notary public in and for the aforesaid county and state, certify that _____ personally appeared before me this day and stated that he or she is _____ Secretary of ICON ENTERPRISES, INC. D/B/A CIVICPLUS, a corporation, and that by authority duly given and as the act of the corporation, the foregoing Contract with the City of Durham was signed in its name by its _____ President, whose name is _____, sealed with its corporate seal, and attested by him/herself as its said Secretary or Assistant Secretary. This the _____ day of _____, 2015.

My commission expires:

_____

_____
Notary Public