

## **AGREEMENT TO PURCHASE AUTOMATION PLATFORM BASE SUBSCRIPTION SOFTWARE**

This Agreement to Purchase Automation Platform Base Subscription Software (“Agreement”) is made and entered into as of \_\_\_\_\_ (“Effective Date”) by and between the City of North Las Vegas, a Nevada municipal corporation (“City”) and SimpliGov, LLC, a Delaware limited liability company (“Provider”).

### **RECITALS**

WHEREAS, the City desires to purchase SimpliGov Automation Platform Base Subscription Software (“Products”) as set forth more particularly in Provider’s Quote Number QD-00701A, dated February 27, 2025, attached hereto as Exhibit A;

WHEREAS, the City desires to purchase the Products from Provider as outlined in this Agreement, and Provider agrees to sell and deliver the Products upon the terms and conditions described in this Agreement.

**NOW, THEREFORE**, upon good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, the City and the Provider agree to the following terms, conditions, and covenants:

### **SECTION ONE RESPONSIBILITY OF PROVIDER**

1.1. The Provider shall perform all of its obligations in the manner set forth in this Agreement including, without limitation, selling the Products to the City according to the specification and at the prices identified in Exhibit A and all related additional or incidental tasks necessary to effectuate the intent of this Agreement.

1.2. The Products shall be new and must meet or exceed the technical specifications detailed in the Quote .

1.3. The Provider shall ship the Products to a shipping address specified by the City (“Delivery Location”) F.O.B. Provider bears all risk of loss or damage to the Products until delivery of the Products to the City. Title to the Products passes to the City only after delivery and unloading of the Products at the Delivery Location is complete. Delivery of the Products is not complete until such Products have physically been received and accepted by the City.

1.4. The Provider shall furnish all user, instruction, or operator manuals for the Products as applicable.

1.5. The Provider shall furnish copies of all standard product warranties, extended

warranties, and service and maintenance agreements for the Products from any manufacturer. To the extent possible, the Provider shall transfer or assign such warranties and agreements upon the request of the City.

1.6. The Provider shall promptly notify the City any time that the Provider fails to meet the requirements of this Agreement and shall, at its own expense, promptly take all actions to come back into compliance with this Agreement. If the Provider performs any additional task without obtaining the City's prior written approval, the Provider does so at its own risk and expense.

1.7. The Provider shall, at its own expense, comply at all times with all municipal, county, state and federal laws, regulations, rules, codes, ordinances and other applicable legal requirements.

## **SECTION TWO PAYMENT AND TERM**

2.1. The term of this Agreement shall commence on June 04, 2025 and continue through June 3, 2026 ("Term"). The City will pay the Provider for the Products an amount of Fifty-Seven Thousand, Eight Hundred Eighty-One Dollars and 25/100 (\$57,881.25).

2.3. Payment to the Provider shall be made within thirty (30) calendar days after the City receives each invoice from the Provider, provided that such invoice is complete, correct, and undisputed by the City. In the event that an invoice is not initially accepted by the City, upon reconciliation of all errors, corrections, credits, and disputes, payment to the Provider will be paid in full within 30 calendar days of such reconciliation. Invoices received without a valid purchase order number will be returned unpaid. The Provider shall submit the original invoice via email to:

AccountsPayable@CityofNorthLasVegas.com

## **SECTION THREE REPRESENTATIONS AND WARRANTIES**

3.1. Provider represents and warrants for the benefit of City, in addition to any other representations and warranties made in this Agreement, with the knowledge and expectation of City's reliance thereon, as follows:

3.1.1. Provider is a duly formed and validly existing limited liability company and is in good standing pursuant to the laws of the State of Nevada and has the full power, authority and legal right to execute, deliver and perform under this Agreement.

3.1.2. The Products are now and shall be at the time of delivery free from any security interest, lien, or other encumbrance.

3.1.3. Provider is financially solvent, able to pay its debts as they mature, and

possessed of sufficient working capital to perform all of its obligations under this Agreement.

3.2. The foregoing representations and warranties made by Provider survive the termination or expiration of the Agreement.

#### **SECTION FOUR INSURANCE**

Provider shall obtain and maintain, at its expense, the following insurance coverage for all work related to the performance of this Purchase Agreement: commercial general liability insurance, automobile liability insurance, worker's compensation insurance, and employers' liability insurance. While a copy of the Provider's insurance certificate is not immediately required, the City reserves the right to request a copy of the Provider's insurance certificate at any time during the Term of the Agreement. It is the Provider's responsibility to produce the insurance certificate upon the City's request.

#### **SECTION FIVE TERMINATION**

The City may terminate this Agreement at any time with or without cause upon notice to the Provider, and the City shall have no liability to the Provider for such termination except that the City shall pay the Provider for the reasonable value of the Products provided by the Provider to City up through and including the date of termination, provided that the Provider, within thirty (30) days following the date of the City's termination notice, submits an invoice for such Products in a form reasonably acceptable to the City and such invoice is supplemented by such underlying source documentation as is reasonably requested by the City.

#### **SECTION SIX INDEMNIFICATION**

Notwithstanding any of the insurance requirements or limits of liability set forth herein, the Provider shall defend, protect, indemnify and hold harmless the City, and its officers, agents and employees, from any liabilities, claims, damages, losses, expenses, proceedings, suits, actions, decrees, judgments, reasonable attorneys' fees, and court costs which the City suffers, and/or its officers, agents or employees suffer, as a result of, or arising out of, the negligent or intentional acts or omissions of the Provider, its agents, and employees in fulfillment or performance of the terms, conditions or covenants of this Agreement. This Section 6 shall survive the termination or expiration of this Agreement until such time as the applicable statutes of limitation expire.

#### **SECTION SEVEN NOTICES**

7.1. All notices, demands and other instruments required or permitted to be given pursuant to this Agreement shall be in writing and be deemed effective upon delivery in writing if served by

personal delivery, by overnight courier service, by email or by overnight express mail, or upon posting if sent by registered or certified mail, postage prepaid, return receipt requested, and addressed as follows:

To City: City of North Las Vegas  
Attention: Belia Guzman  
2250 Las Vegas Blvd., North, Suite 820  
North Las Vegas, NV 89030  
Phone: 702-633-1464  
Email: guzmanb@cityofnorthlasvegas.com

To Provider: SimpliGov, LLC  
Attention: Cachet Murray  
1724 10<sup>th</sup> Street STE 115  
Sacramento, CA  
Phone: 916-712-0793  
Email: cmurray@simpligov.com

7.2. The address to which any notice, demand, or other writing may be delivered to any party as above provided may be changed by written notice given by such party as above provided.

## **SECTION EIGHT SAFETY**

8.1. Obligation to Comply with Applicable Safety Rules and Standards. Provider shall ensure that it is familiar with all applicable safety and health standards promulgated by state and federal governmental authorities including, but not limited to, all applicable requirements of the Occupational Safety and Health Act of 1970, including all applicable standards published in 29 C.F.R. parts 1910, and 1926 and applicable occupational safety and health standards promulgated under the state of Nevada. Provider further recognizes that, while Provider is performing any work on behalf the City under the terms of this Agreement, Provider agrees that it has the sole and exclusive responsibility to assure that its employees and the employees of its subcontractors comply at all times with all applicable safety and health standards as above-described and all applicable City safety and health rules.

8.2. Safety Equipment. Provider will supply all of its employees and subcontractors with the appropriate Safety equipment required for performing functions at the City facilities.

## **SECTION NINE MISCELLANEOUS**

9.1. Nevada and City Law. The laws of the State of Nevada and the North Las Vegas Municipal Code shall govern the validity, construction, performance and effect of this Agreement, without regard to conflicts of law. The parties to this Agreement consent to the jurisdiction of any court of competent jurisdiction in Clark County, Nevada to adjudicate any dispute related to this Agreement or actions to enforce or interpret the terms of this Agreement.

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9.2. Assignment. Any attempt to assign this Agreement by the Provider without the prior written consent of the City shall be void.

9.3. Non-Waiver. The failure to enforce or the delay in enforcement of any provision of this Agreement by a party shall in no way be construed to be a waiver of such provision or right unless such party expressly waives such provision or right in writing.

9.4. Partial Invalidity. If any term of this Agreement should be held by a court of competent jurisdiction to be invalid, void or unenforceable, all provisions not held invalid, void or unenforceable, shall continue in full force and effect.

9.5. Controlling Agreement. To the extent any of the terms or provisions in the Quote conflict with this Agreement, the terms and provisions of this Agreement shall govern and control. Any additional, different or conflicting terms or provisions contained in Provider's Quote or any other written or oral communication from Provider shall not be binding in any way on the City whether or not such terms would materially alter this Agreement, and the City hereby objects thereto.

9.6. Attorneys' Fees. In the event any action is commenced by either party against the other in connection with this Agreement, the prevailing party shall be entitled to its costs and expenses, including reasonable attorneys' fees, as determined by the court, including, without limitation, fees for the services of the City Attorney's Office. This Section 9.6 shall survive the expiration or termination of this Agreement until the applicable statutes of limitation expire.

9.7. Entire Agreement. This Agreement constitutes the entire agreement between the parties and supersedes all prior representations, agreements and understandings of the parties. No addition to or modification of this Agreement shall be binding unless in writing and executed by the parties hereto.

9.8. Time of Essence. Time is of the essence in the performance of this Agreement.

9.9. Shipping. The Products are to be packaged in a manner that assures they are protected against deterioration and contamination. All shipments are to meet applicable D.O.T. Regulations. Serial numbers noted on the packing slip must match the serial number of the actual goods shipped. Incorrect or questionable documentation of serial numbers may result in shipment rejection. Shipments rejected due to Provider error will be returned solely at Provider's cost.

9.10. Inspection. An authorized representative of the City will inspect the Products at time of delivery. If deficiencies are detected, the Products may be rejected and the Provider will be required to make necessary repairs, corrections, or replacements. Payment and/or commencement of a discount period will not be made until the corrective action is made, the Products are re-inspected and accepted.

9.11. Further Assurances. The Provider shall execute and deliver all such documents and

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perform such acts as are reasonably requested by the City to complete its obligations under this Agreement.

9.12. Effect of Agreement Termination. In the event this Agreement is terminated, all rights and obligations of the parties hereunder shall cease, other than indemnity obligations and matters that by their terms survive the termination hereof.

9.13. Fiscal Funding Out. The City reasonably believes that sufficient funds can be obtained to make all payments during the term of this Agreement. Pursuant to NRS Chapter 354, if the City does not allocate funds to continue the function performed by the Provider under this Agreement, this Agreement will be terminated when appropriated funds expire.

9.14. Public Record. Pursuant to NRS 239.010 and other applicable legal authority, each and every document provided to the City may be a "Public Record" open to inspection and copying by any person, except for those documents otherwise declared by law to be confidential. The City shall not be liable in any way to the Provider for the disclosure of any public record, including but not limited to documents provided to the City by the Provider. In the event the City is required to defend an action with regard to a public records request for documents submitted by the Provider, the Provider agrees to indemnify, hold harmless, and defend the City from all damages, costs, and expenses, including court costs and reasonable attorney's fees related to such public records request. This section 9.14 shall survive the expiration or termination of the Agreement.

9.15. Electronic Signatures. For purposes of this Agreement, the use of facsimile, email or other electronic medium shall have the same force and effect as original signatures.

9.16. Federal Funding. Supplier certifies that neither it nor its principals are presently debarred, suspended, proposed for debarment, declared ineligible, in receipt of a notice of proposed debarment or voluntarily excluded from participation in this transaction by any federal department or agency. This certification is made pursuant to the regulations implementing Executive Order 12549, Debarment and Suspension, 28 C.F.R. pt. 67, § 67.510, as published as pt. VII of the May 26, 1988, Federal Register (pp. 19160-19211), and any relevant program specific regulations. This provision shall be required of every subcontractor receiving any payment in whole or in part from federal funds.

[The remainder of page is intentionally left blank. Signature page follows.]

**IN WITNESS WHEREOF**, the City and the Provider have caused this Agreement to be executed as of the day and year first above written.

City of North Las Vegas,  
a Nevada municipal corporation

SimpliGov, LLC,  
a Delaware limited liability corporation

By: \_\_\_\_\_  
Pamela A. Goynes-Brown, Mayor

By: David O'Connell  
Name: David O'Connell  
Title: CEO

Attest:

By: \_\_\_\_\_  
Jackie Rodgers, City Clerk

Approved as to Form:

By: \_\_\_\_\_  
Andy Moore, City Attorney

EXHIBIT A

Quote

Please see attached page(s).

## Customer Details

Contact Name	Chris Mangino
Contact Title	Application Development and Support Manager
Organization	City of North Las Vegas, NV (NVNLV)
Address	2250 Las Vegas Boulevard North North Las Vegas NV 89030
Phone	(702) 859-0903
Email	manginoc@cityofnorthlasvegas.com

## SimpliGov Sales Representative Details

Name	Cachet Murray
Title	Strategic Account Director
Seller	SimpliGov, LLC
Address	1724 10th St., Suite115 Sacramento CA 95811
Phone	(785) 221-0454
Email	cmurray@simpligov.com

## Quote Details

Quote Number	QD-00701A
Quote Date	02/27/2025
Quote Type	Direct
Quote Expiration	06/03/2025
Customer Ref	
Contract Ref	

SKU	Description	Discounted Price	Quantity	Extended Price
1 SGELA-L-R	SimpliGov Automation Platform Base Subscription (12-month subscription commencing date of customer platform provision) Enterprise License Agreement (Unlimited Workflows), Analytics, and SimpliSign. 1 production environment and 3 non-production environments running in the MS Azure Government Cloud. (Term Dates: 06/04/2025 thru 06/03/2026)	\$57,881.25	1	\$57,881.25
Total Price				\$57,881.25

Terms of Use: Services listed on this Order Form are provided under the online terms of service found at <https://www.simpligov.com/master-subscription-agreement/> (the "Terms and Conditions")

Payment Terms: Subscription fees shall be invoiced annually in advance on the first day of delivery. Implementation services fees shall be invoiced monthly in arrears against hours delivered.

## Technical Support Service Guidelines

- Liaison.** Client will appoint a technical liaison to communicate with SimpliGov with respect to the resolution of technical problems (the "Liaison"), who shall complete reasonable training with SimpliGov to enable the Liaison to train users and correct problems caused by user error, assist users with the resolution of known issues, and obtain sufficient information from user's to adequately report problems to SimpliGov. Client may change such liaison from time to time at reasonable intervals upon written notice to SimpliGov and completion of applicable training by the successor Liaison. SimpliGov will not be obligated to respond or provide technical support to any person other than the designated liaison.
- Technical Support Hours and Methods.** SimpliGov shall use commercially reasonable efforts to provide email and phone technical support to Client's Liaison during regular business hours, M-F 9 a.m. to 5 p.m. Pacific Time. Problems may be reported any time, however, SimpliGov will not be obligated to assign work after business hours (9 a.m. to 5 p.m. Pacific Time) to problems that are not classified as Priority 1/ASAP.
- Holidays.** SimpliGov observes the following holidays: New Year's Day, Martin Luther King Day, Presidents Day, Memorial Day, Independence Day, Labor Day, Thanksgiving Day, Christmas Eve Day, and Christmas Day.
- Priority.** Upon receiving a call or request, SimpliGov will classify and prioritize the problem according to the following criteria (it being understood that in the event that SimpliGov completes a workaround that relegates the applicable problem to a lower priority level, the service levels applicable to that lower priority level will apply going forward):

Priority	Description	Response Time	Target Resolution Time
Priority 1/ - ASAP	The issue renders the mission critical real-time processing features and functionalities of the SimpliGov Automation Platform Services completely unavailable, unresponsive, or inoperable, and there is no workaround.	4 business hours	1 business day
Priority 1	Process cannot complete and there is no workaround, but the condition does not interrupt all functions of the SimpliGov Automation Platform Services.	1 business day	10 business days
Priority 2	Process cannot complete, but there is a workaround that allows Client to use the SimpliGov Automation Platform Services.	2 business days	15 business days
Priority 3	This priority addresses "cosmetic" type calls with no financial or processing impact.	5 business days	One month

- Client Responsibilities.** During the Subscription Term, Client shall: (i) provide supervision, control and management of the use of the SimpliGov Automation Platform Services; (ii) document and promptly report all errors or malfunctions; and (iii) take all steps reasonably necessary to carry out procedures for the rectification of errors or malfunctions within a reasonable time after such procedures have been received from SimpliGov.

## Service Level Agreement

- Scheduled Downtime.** When needed, SimpliGov will schedule downtime for routine maintenance or system upgrades ("Scheduled Downtime") for the Service. SimpliGov shall exercise commercially reasonable efforts to schedule Scheduled Downtime outside of peak traffic periods. SimpliGov will use commercially reasonable efforts to notify Client's designated contact at least one calendar week prior to the occurrence of Scheduled Downtime.
- Uptime Commitment.**
  - The Services will be accessible 98% of the time, 7 days per week, and 24 hours per day ("Uptime Commitment"), as calculated over a calendar month. Uptime Commitment shall not apply to, and SimpliGov will not be responsible for, any downtime which: 1) lasts less than 15 minutes; 2) results from Scheduled Downtime; 3) results from the failure of communication or telephone access service or other outside service or equipment or software not the fault of SimpliGov, including without limitation general network outages; 4) is caused by a third party not under SimpliGov's control; 5) is a result of causes beyond the reasonable control of SimpliGov; or 6) results from failures of the system or the Client API Kit.
  - If SimpliGov fails to meet its Uptime Commitment in any given month, Client's sole remedy and SimpliGov's entire liability will be for SimpliGov to credit Client's

account with "Service Level Credits", to be applied against Client's next billing period as follows:

No. of Hours Below Uptime Commitment	Service Level Credits
1 hours to 2 hours	1 day prorated monthly Subscription Fees
> 2 hours to 24 hours	3 days prorated monthly Subscription Fees

**C.** To receive a Service Level Credit, Client must submit a written request for a Service Level Credit to Client's designated account manager or the SimpliGov support team. To be eligible, the request must (i) include the dates and times of each incident of downtime experienced by Client in the preceding month; and (ii) be received by SimpliGov within ten business days after the end of the billing cycle in which the downtime occurred.

**D.** Upon receipt of a Service Level Credit request in compliance with the above requirements, SimpliGov shall have 30 days to review the request and to validate the information provided. If SimpliGov determines in good faith that the Services failed to meet the Uptime Commitment as alleged in such a request, then SimpliGov will apply such Service Level Credits to Client's immediately succeeding billing period. Client's failure to comply with the provisions of Section 2.C. above will disqualify it from receiving a Service Level Credit.