

**CivicPlus Advantage Contract**

Organization	Village of Elwood			URL	www.villageofelwood.com
Street Address	401 East Mississippi Avenue				
Address 2					
City	Elwood	State	IL	Postal Code	60421
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		Ashleigh Spacht [REDACTED]			
Emergency Contact & Mobile Phone		Julie Friebele [REDACTED]			
Emergency Contact & Mobile Phone		Max Bosso [REDACTED]			
Billing Contact	Maria Lozano			E-Mail	Maria.lozano@villageofelwood.com
Phone	(815) 423-5011		Ext.	Fax	(815) 423-6861
Billing Address	401 East Mississippi Avenue				
Address 2					
City	Elwood	ST	IL	Postal Code	60421
Tax ID #		[REDACTED]			
Billing Terms	Annual			Account Rep	Ashleigh Spacht, Maria Lozano
Info Required on Invoice (PO or Job #)		N/A			
Contract Contact	Ashleigh Spacht			Email	Ashleigh.spacht@villageofelwood.com
Phone	(815) 424-1074		Ext.	Fax	(815) 423-6861
Project Contact	Ashleigh Spacht			Email	Ashleigh.spacht@villageofelwood.com
Phone	(815) 424-1074		Ext.	Fax	(815) 423-6861



Terms and Conditions

CivicPlus Advantage Invoicing & Payment Terms

The following agreement terms apply to the CivicPlus Advantage Plan – whereby the initial project development fees and recurring fees are paid equally over a three (3) year period. See Exhibit A for complete details and fee options.

1. Billing for the CivicPlus Advantage Plan begins upon contract signing.
2. The CivicPlus Advantage Plan provides a fixed fee for an Agreement term of 36 months from the first date of billing. At 36 months, Client has the following options:
 - a. Contract for 12 months of standard Annual Services with CivicPlus. Base rate of \$3,900 is subject to a technology investment and benefit fee of 5 percent (%) of the total Annual Services costs.
 - i. After forty-eight (48) months of continuous service, Client is entitled to a no-cost redesign, details noted in Exhibit B. Redesigns that include additional features not available on the original website may be subject to additional charges. Additional features include, but are not limited to, additional modules and integration of third-party software.
 - b. Terminate services with CivicPlus by providing written notice as noted in Term 5.
3. Payment is due 30 days from date of invoice.
4. 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.

Agreement Renewal

5. Either party may terminate this Agreement at the end of the contract term by providing the other party with 60 days written notice, prior to the contract renewal date. The Contract Renewal Date is thirty-six (36) months after the original contract was signed by the Client. Renewal Options are listed in Term 2 of this Agreement. Email with acknowledged receipt shall be considered written notice.
6. In the event of early termination of the Agreement by the Client within the first twelve (12) months of the Agreement, full payment of the remainder of the total First Year fees are due within 30 Days of receipt of invoice.
7. In the event of early termination of the Agreement by the Client after twelve (12) months, but before the expiration of the Agreement, Annual Services fees for year(s) two (2) and three (3) will be prorated and Client will be charged only for the time it remains as a Client of CivicPlus. Full payment of the remainder of the total First Year fees and prorated fees are due within 30 Days of receipt of invoice.

Ownership & Content Responsibility

8. Upon full and complete payment of submitted invoices for the Project Development and launch of the website, Client will own the Customer Content (defined as website graphic designs, the page content, all module content, all importable/exportable data, and all archived information). If for any reason a termination of the Agreement occurs, CivicPlus cannot withhold or deny access to the above mentioned customer content from the Village of Elwood for any reason.
9. 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.

Intellectual Property

10. Intellectual Property of the CivicPlus Government Content Management System (GCMS®) will remain the property of CivicPlus.
11. 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®



Service & License Agreement for Elwood, IL

software, or (c) copy any ideas, features, functions or graphics of the GCMS® software. 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.

Indemnification

12. Each party will indemnify the other against any claims arising as a result of the indemnifying parties conduct. This indemnification shall include resulting claims and costs of defense.

Liabilities

13. 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.
14. 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 employed/contracted on the Client's behalf.
15. Client agrees that it is solely responsible for any solicitation, collection, storage, or other use of end-users' Personal Data on the website. Client further agrees that CivicPlus has no responsibility for the use or storage of end-users' Personal Data in connection with the website or the consequences of the solicitation, collection, storage, or other use by Client or by any third party of Personal Data.

Acceptance

We, the undersigned, agreeing to the conditions specified in this document, understand and authorize the provision of services outlined in this Agreement.



Client

04/16/2015

Date

CivicPlus

Date

Sign and E-mail or Fax this Copy Attn: Contract Manager E-mail: salesspecialists@CivicPlus.com Fax: 785-587-8951	And – Mail Two (2) Signed Originals CivicPlus Contract Manager 302 S. 4 th Street, Suite 500 Manhattan, KS 66502
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We will e-mail or fax a counter-signed copy of the contract back to you so we can begin your project. Upon receipt of two signed originals, we will counter-sign and return one copy for your files.

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Exhibit A - CivicPlus Project Deliverables

All Quotes are in US Dollars and Valid for 30 Days from April 9, 2015.

Project Development and Deployment		
<i>Initial GCMS® upgrades, maintenance, support and hosting – no additional cost</i>		\$21,000
<i>Server Storage not to exceed 20 GB</i>		(-\$6,100)
Population Discount		\$2,600
CivicMobile App IOS & Android		\$1,000
Media Center with Live Streaming Video (10GB of storage)		
	Total First Year Fee	\$18,500
	Second Year Annual	\$3,900
	Third Year Annual	\$3,900

At the request of the Village of Elwood, CivicPlus agrees to redistribute their standardized pricing as follows:

CivicPlus Advantage Project Development & Annual Services	
Year One	\$8,766
Year Two	\$8,766
Year Three (Client may terminate contract at the end of 36 months or select from options available in Term 2 of the Terms & Conditions)	\$8,766

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**Project Development Scope of Work****Kick-Off Meeting****Deliverable:** Project Timeline, training jump start and worksheets**CivicPlus will:**

- assign a project manager to this project
- conduct a Project kickoff to review awarded contract
- establish communication plan for the duration of the project effort
- work with the Village to identify all key internal and external project stakeholders
- develop project plan and timeline
- provide Project Management and Support

Village of Elwood will:

- review and approve of project plan within 5 business days
- if modifications are required after the review of the initial project plan, the Village has 10 business days to address the modifications and come to a consensus.
- approve the project plan (limited to two reviews) prior to proceeding with the project.
- complete the following prior to Phase 1: Functionality and Design Form, Web Team Form and Content Form
- update the current primary live website content and delete any pages from the website that are no longer wanted or needed.

Phase 1: Website Optimization**Deliverable:** Needs assessment, best practices and worksheets**CivicPlus will:**

- provide communication support to the Village, key stakeholders and personnel via status reports emails or phone calls as needed
- review the goals and expectations submitted on the forms the Village completed to ensure the Village's needs are clearly understood
- conduct a presentation of findings and recommendations to key project stakeholders

Village of Elwood will:

- gather statistics from the current website from the past 12 months and provide to CivicPlus
- collect pictures to be used in the overall design of the new website and provide to CivicPlus
- provide a MS Word document template that features your branding/logo and provide to CivicPlus.
- compile a list of all divisions and/or departments within the organization and provide to CivicPlus
- submit a list of third-party and in-house developed applications presently being utilized on the current website and provide to CivicPlus
- pull a site map or outline of the current website's navigational structure and provide to CivicPlus
- a list of any content on the current primary website that must remain as is (verbatim) because of legal requirements

Phase 2: Website Layout**Deliverable:** Website layout and mood board will be presented for your approval**CivicPlus will:**

- present one custom layout and one mood board based on the goals determined in the previous phase. The presented layout will show the placement of the navigation and functionality. The mood board will reflect the color and imagery that will represent the tone of the design
- begin development of the website design upon layout and mood board approval

Village of Elwood will:

- approve one layout and the mood board
- review marketing packet material and guidelines
- will provide CivicPlus will all the necessary DNS items identified for the website



Phase 3: Website Reveal

Deliverable: Completed website design and navigation structure will be presented. You will be able to propose changes at this time.

CivicPlus will:

- present a fully functional website
- migrate 50 content pages from www.villageofelwood.com to the new website.
- After the Village approves the design, content and functionality CivicPlus will conduct a review of the website to ensure the statement of work is met
- work with the Village to prepare for training
- migrate current plus the past three years Agendas & Minutes in Microsoft Word.DOC or Adobe PDF format

Village of Elwood will:

- evaluate the website design and content and provide CivicPlus with feedback
- collaborate with CivicPlus on proposed changes
- revise the design as many times as deemed necessary, up to the deadline set by the Village and CivicPlus during the Kick-off meeting
- If design changes are requested after the set date, the project's go live will be adjusted

Phase 4: 3 Days of Customized On-Site Implementation Training for up to 12 employees

Quote includes travel expenses (\$80 per person per day for the 13th attendee and beyond)

Deliverable: Train System Administrator(s) on GCMS® Administration, permissions, setting up groups and users, module administration. Basic User training on pages, module entries, applying modules to pages. Applied use and usability consulting to result in effective communication through your website.

CivicPlus will:

- provided training to the Village before the website goes live
- train up to 12 Village staff members based on internal daily task and workflow
- train staff members on how to use the GCMS®, update content pages and modules
- provide access to training online training manuals and videos for the Village staff

Village of Elwood will:

- provide a location for training in the Village with internet access
- provide computers for staff to be trained on

Phase 5: Go Live

Deliverable: Custom website launched to the public.

CivicPlus will:

- fix system issues and bugs that the Village finds
- CivicPlus' Quality Control team will complete a final spelling and links check
- redirect the domain name to the newly developed website when the Village signs off on the project

Village of Elwood will:

- have about three weeks to test and update the final site
- notify CivicPlus on any system issues or bugs that CivicPlus needs to fix

Project Enhancements:

CivicMobile Custom Mobile App (iOS & Android)

Media Center Module – includes 10 GB of storage

**Project Development and Deployment Includes the Following:**

Modules	Functionality	
<ul style="list-style-type: none">• Agenda Center• Alerts Center & Emergency Alert Notification• Archive Center• Bid Postings• Blog• Business/Resource Directory• Calendar• Citizen Request Tracker™ (5 users)• Community Connection• Community Voice™• Document Center• ePayment Center• Facilities & Reservations• Frequently Asked Questions• Forms Center• Intranet• Job Postings• My Dashboard• News Flash• Notify Me® email and 500 SMS subscribers• Photo Gallery• Quick Links• Real Estate Locator• Spotlight• Staff Directory	<ul style="list-style-type: none">• Action Items Queue• Audit Trail / History Log• Automated PDF Converter• Automatic Content Archiving• Dynamic Breadcrumbs• Dynamic Sitemap• Expiring Items Library• Graphic Link Administration• Links Redirect• Menu Management• Mouse-over Menu Structure• Online Editor for Editing and Page Creation (WYSIWYG)• Online Web Statistics• Printer Friendly/Email Page• RSS• Site Layout Options• Site Search & Entry Log• Slideshow• Social Media Integration (Facebook, Share and Twitter)• User & Group Administration Rights• Web Page Upload Utility• Website Administrative Log	
Support	Maintenance of CivicPlus Application & Modules	Hosting
<p>7 a.m. – 7 p.m. (CST) Monday – Friday (excluding holidays)</p> <p>24/7 Emergency Support</p> <p>Dedicated Support Personnel</p> <p>2-hour Response During Normal Hours</p> <p>Usability Improvements</p> <p>Integration of System Enhancements</p> <p>Proactive Support for Updates & Fixes</p> <p>Online Training Manuals</p> <p>Monthly Newsletters</p> <p>Routine Follow-up Check-ins</p> <p>CivicPlus Connection</p>	<p>Install Service Patches for OS</p> <p>System Enhancements</p> <p>Fixes</p> <p>Improvements</p> <p>Integration</p> <p>Testing</p> <p>Development</p> <p>Usage License</p>	<p>Shared Web/SQL Server</p> <p>DNS Consulting & Maintenance</p> <p>Monitor Bandwidth-Router Traffic</p> <p>Redundant ISP</p> <p>Redundant Cooling</p> <p>Diesel Powered Generator</p> <p>Daily Tape Backup</p> <p>Intrusion Detection & Prevention</p> <p>Antivirus Protection</p> <p>Upgrade Hardware</p>



Exhibit B – Basic Redesign of Website

CivicPlus Project Development Services & Scope of Services for CP Basic Redesign

- New design
- Redevelop banner
- Redevelop navigation method (may choose top drop-down or other options)
- Design setup - wireframe
- Redevelop graphic elements of website (Newsflash, FAQs, Calendar, etc.)
- Project Management
- Testing
- Review
- Content Migration – Includes retouching of all existing published pages to ensure proper formatting, menu structure, and application of new site styles. Note: Content will be formatted or pages broken up (shortened or re-sectioned)
- Site styles and page layouts will be touched so all pages match the new design and migrate cleanly
- Spelling and broken links will be checked and reported if unable to correct