



Project Development

Organization	Village of Homer Glen			URL	www.homerglenil.org
Street Address	14933 S Founders Crossing				
Address 2					
City	Homer Glen	State	IL	Postal Code	60491
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	Cameron Davis (847)-890-3814				
Emergency Contact & Mobile Phone	Yelana Bowes (708)-466-2033				
Emergency Contact & Mobile Phone	Heather Kokodynsky (708)-670-4440				
Billing Contact	Kathy Carik			E-Mail	kcarik@homerglen.org
Phone	(708)-301-0632	Ext.	101	Fax	(708)-301-8407
Billing Address	14933 S Founders Crossing				
Address 2					
City	Homer Glen	ST	IL	Postal Code	60491
Tax ID #	36-4438506			Sales Tax Exempt #	E9944-9471-02
Billing Terms	Per Contract			Account Rep	Bryan Hahlbeck
Info Required on Invoice (PO or Job #)	GL# 10.11.80.510				
Contract Contact	Cameron Davis			Email	cdavis @homerglen.org
Phone	(708)301-0632	Ext.	104	Fax	(708)-301-8407
Project Contact	Yelana Bowes			Email	ybowes@homerglen.org
Phone	(708)-301-0632	Ext.	105	Fax	(708)-301-8407

Terms & Conditions

Client Deliverable

1. Icon Enterprises, Inc., d/b/a CivicPlus (“CivicPlus”) will create a unique website for the Village of Homer Glen (“Client”) that includes all functionality and hosting as defined in Exhibit A – CivicPlus Project Deliverables, attached hereto.
2. After 48 consecutive months under these terms and associated pricing, Client becomes fully eligible for a CP Basic Redesign at no additional cost. See Exhibit B for complete details.

Additional Services

3. Client may contract with CivicPlus for additional Consulting, Website Design, Setup, Programming, site modification, Training services (Project Development Services), additional Graphic Design that exceed those defined in Exhibit A. 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.



Service & License Agreement for Homer Glen, IL

4. Client may contract with CivicPlus for additional Annual Services that exceed those defined in Exhibit A 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.
5. Acceptance of this Agreement signifies Client's approval of any billable time specifically related to training services as detailed in Exhibit A, wherein a stated number of attendees is specified. Coverage for additional attendees not covered under this agreement is billed at a per diem rate specified in Exhibit A.

Billing & Payment Terms

6. As detailed in Exhibit A.1 – Project Development Scope of Work, 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.
7. 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.
8. 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.
9. Invoicing for Year 2 Annual Services begins one (1) year from contract signing.
10. 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.
11. 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.
12. 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.
13. Interest on past due accounts shall accrue pursuant to the Local Government Prompt Payment Act, 50 ILCS 505/1 *et seq.*
14. 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.
15. 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

16. 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, CivicPlus will invoice the Client for the next years Annual Services. At that time, the Client may decide to pay the invoice or give notice of termination. 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.
17. 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.
18. 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.
19. Each year this Agreement is in effect, a technology investment and benefit fee of 5 percent (%) of the total Annual Services costs will be applied.



Support

20. 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.
21. 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.
22. 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.
23. 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

24. 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.
25. 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.
26. 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.
27. 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

28. Upon full and complete payment of submitted invoices for the Project Development and launch of the website, Client will own the Customer Content.
29. 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.
30. 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.
31. 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

32. Client shall defend, indemnify and hold harmless CivicPlus, its partners, employees, and agents from and against any and all lawsuits, claims, demands, penalties, losses, fines, liabilities, damages, and expenses including attorney's fees of any kind, without limitation, in connection with the operations of and installation of software contemplated by this Agreement, or otherwise arising out of or in any way connected with the CivicPlus provision of service and performance under this Agreement. This section shall not apply to the extent that any loss or damage is caused by the negligence or willful misconduct on the part of CivicPlus. If Client and CivicPlus are both negligent, damages shall be apportioned in accordance with the percentage of negligence of each party. This paragraph is not intended to benefit entities not a party to this contract.

Liabilities

- 33. 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.
- 34. 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

- 35. 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

- 36. 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.

Acceptance

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



Client

08-27-14

Date



CivicPlus

9/8/14

Date

<p>Sign and e-mail or Fax this Copy Attn: Contract Manager Email: SalesCoordinators@CivicPlus.com Fax: 785-587-8951</p>	<p>And – Mail Two (2) Signed Originals CivicPlus Contract Manager 317 Houston St., Suite E Manhattan, KS 66502</p>
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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 August 15, 2014.

Project Development and Deployment	
<i>Initial GCMS® upgrades, maintenance, support and hosting – no additional cost</i>	\$43,049
<i>Server Storage not to exceed 25 GB</i>	
Discount	-\$5,000
Total Fees Year 1	
	\$38,049

Annual Services (Continuing GCMS® System Enhancements , Maintenance, Support and Hosting)	\$5,504
<i>Billed 12 months from contract signing; subject to annual 5% increase year 3 and beyond</i>	

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Exhibit A.1 Project Development Scope of Work

Kick-Off Meeting <u>Deliverable:</u> Project Timeline, training jump start and worksheets	Included
Phase 1: Consulting <u>Deliverable:</u> Needs assessment, best practices and worksheets	Included
Phase 2: Website Preview Presentation <u>Deliverable:</u> Website layout and mood board will be presented for your approval	Included
Phase 3: Website Reveal Presentation <u>Deliverable:</u> Completed website design and navigation structure will be presented. You will be able to propose changes at this time.	Included
Phase 4: 3 Days of Customized On-Site Implementation Training for up to 12 employees. <i>Quote includes travel expenses (\$80 per person per day for the 13th attendee and beyond)</i> <u>Deliverable:</u> 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.	Included
Phase 5: Go Live <u>Deliverable:</u> Content migrated from the current primary site to new site based on best practice recommendations. Custom website. Registration of site with all major search engines. <i>Note: Content from sites other than the primary site can be migrated to the new primary site for an additional fee.</i>	Included
Additional Functionality	
Google Translation Tool	Included
Responsive Design	Included
One (1) Header Package for Business Improvement District	Included
One (1) Additional Domain Name for Business Improvement District	Included
One CP Soft Launch Site	Included
Options Included in One-Time Fee	
Phase 1: Website Design Consultation Two days off-site – conducted remotely. A consultation package concentrating on evaluating the form and function of the current website design and potential problems therein. <u>Deliverable:</u> A comprehensive report on all findings regarding the current site design, recommendations and roadmap for implementing the design to meet your overall goals, a follow-up report reviewing the results of implemented suggestions.	Included
Total Project Development and Deployment Fee	
<i>Initial GCMS® upgrades, maintenance, support and hosting included – no additional cost</i>	\$43,049
<i>Server Storage not to exceed 25 GB</i>	
Minus July Discount	-\$5,000
Total Fees Year 1	\$38,049



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 • Carbon Calculator • Citizen Request Tracker™ (5 users) • Community Connection • Community Voice™ • Document Center • ePayment Center • Facilities & Reservations • Frequently Asked Questions • Forms Center • Healthy City • Intranet • Job Postings • My Dashboard • News Flash • Notify Me® email and 500 SMS subscribers • Online Job Application with 1 Generic Application • Opinion Poll • 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 and Broken Links Finder • Menu Management • Mouse-over Menu Structure • MuniMobile™ (Mobile Website Browsing) • Online Editor for Editing and Page Creation (WYSIWYG) • Online Web Statistics • Printer Friendly/Email Page • Rotating Content • 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
7 a.m. – 7 p.m. (CST) Monday – Friday (excluding holidays) 24/7 Emergency Support Dedicated Support Personnel 2-hour Response During Normal Hours Usability Improvements Integration of System Enhancements Proactive Support for Updates & Fixes Online Training Manuals Monthly Newsletters Phone Consulting CivicPlus Connection	Install Service Patches for OS System Enhancements Fixes Improvements Integration Testing Development Usage License	Shared Web/SQL Server DNS Consulting & Maintenance Monitor Bandwidth-Router Traffic Redundant ISP Redundant Cooling Diesel Powered Generator Daily Tape Backup Intrusion Detection & Prevention Antivirus Protection Upgrade Hardware



CP Soft Launch Site Project Development Services & Scope of Services

All Quotes are in US Dollars and Valid until August 31, 2014

Design & Project Overview - Included

- Includes 5 global navigation buttons across the top of the site (names are preset for city/county)
- Client may choose from pre-designed banners and add their name, tagline and logo
- Preferred that client be ready to discuss banner color options within 48 hours of signing agreement
- No changes will be made to the existing layout. This includes changes to the banner size, navigation, layout, and graphic buttons.

Site Development - Included

- Client may opt to keep the generic homepage slideshow provided
- If a personalized slideshow is preferred, CivicPlus must receive a minimum of 12 photos. CivicPlus will choose those best-suited for the slideshow.
- Site population and training may occur before custom banner is complete

Training - Included

- Video self-training through CivicPlus University followed by up to 3 hours Q & A session for no more than two people (no carryover hours allowed)

Client will have unlimited access to online training library

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 **not** be rewritten, reformatted 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