

Project Development with Optional Redesign

Organization	City of Deer Park			URL	http://www.deerparktx.gov/
Street Address	710 E San Augustine				
Address 2					
City	Deer Park	State	TX	Postal Code	77536
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	Linda McHone	281-924-0601			
Emergency Contact & Mobile Phone	Bobbie Magee	281-932-2775			
Emergency Contact & Mobile Phone	Paul Kurtz	713-294-1958			
Billing Contact	Bobbie Magee			E-Mail	bmagee@deerparktx.org
Phone	281-478-2039	Ext.		Fax	281-476-5689
Billing Address	PO Box 700				
Address 2	I.T. Services				
City	Deer Park	ST	TX	Postal Code	77536
Tax ID #	74-6000660			Sales Tax Exempt #	Yes
Billing Terms	Annual			Account Rep	Carrie Broeckelmann
Info Required on Invoice (PO or Job #)					
Contract Contact	Linda McHone			Email	mchone@deerparktx.org
Phone	281-478-2036	Ext.		Fax	
Project Contact	Linda McHone			Email	mchone@deerparktx.org
Phone	281-478-2036	Ext.		Fax	

Terms & Conditions

Client Deliverable

- Icon Enterprises, Inc., d/b/a CivicPlus ("CivicPlus") will create a unique website for the City of Deer Park ("Client") that includes all functionality as defined in Exhibit A – CivicPlus Project Deliverables, attached hereto.
- 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

- Client may contract with CivicPlus for additional Consulting, Website Design, Setup, Programming, site modification, Training services (Project Development Services), Additional Page and/or Graphic Design that exceed those defined in Exhibit A. CivicPlus will invoice Client for the additional services immediately 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 Deer Park, TX

4. Client may contract with CivicPlus for additional Annual Support, Maintenance & Hosting services that exceed those defined in Exhibit A. CivicPlus will invoice Client for annual services immediately prior to project Go-Live. 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. One-third of the total First Year Fee will be billed upon completion of design; one-third of the total First Year Fee will be billed upon completion of content. The remainder of the total First Year Fee and any additional Project Development services will be invoiced upon Go Live.
7. The Client shall sign a project completion and acceptance form 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 Support, Maintenance & Hosting begins one (1) year from contract signing.
10. Annual Support, Maintenance & Hosting 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 Support, Maintenance & Hosting 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. 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).
13. 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 and CivicPlus Government Content Management System ("GCMS") software.

Agreement Renewal

14. 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 may be renewed 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.
15. 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.
16. In the event of contract termination, Client forfeits eligibility for the CP Basic Redesign and all funds applied to such eligibility.
17. Each year this Agreement renews, a technology investment and benefit fee of 3 percent (%) of the total Annual Support, Maintenance & Hosting costs will be applied.

Support

18. 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.
19. Support includes providing technical support of the GCMS software, application support (pages and modules), and technical maintenance of Client's website. Following initial setup, additional page design, graphic design, user training, site modification, and custom programming may be contracted separately for an additional fee.



Service & License Agreement for Deer Park, TX

20. 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.
21. 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

22. 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.
23. 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.
24. 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.
25. Client allows CivicPlus to display a "Powered 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

26. Upon full and complete payment of submitted invoices for the Project Development and launch of the website, Client will own the Customer Content, as well as the GCMS software.
27. 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.
28. 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.
29. 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

30. 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.
31. 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.
32. 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

33. 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.

Acceptance

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



City of Deer Park

1-2-13

Date



CivicPlus

1-9-13

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 through January 31, 2013.

Project Development	\$49,774
First Year's Annual Support, Maintenance & Hosting <i>Server Storage not to exceed 30 GB; Media Center Storage not to exceed 10 GB</i>	Included
Total Fees Year 1	\$49,774
Year 2 and Beyond Annual Support for Maintenance & Hosting will be offered at an annual cost of <i>(Subject to annual 3% increase year 3 and beyond)</i>	\$7,795

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Project Development

Phase 1: Analysis and Timeline Development <u>Deliverable:</u> Project Timeline and worksheets	\$4,114
Phase 2: Website Design <u>Deliverable:</u> Website Design Composition	\$11,942
Phase 3: Navigation Architecture Development <u>Deliverable:</u> Navigation structure optimized for your website	\$1,582
Phase 4: Modules and Site Setup <u>Deliverable:</u> Set up fully functional site, software that runs the site, and site's statistical analysis.	\$5,114
Phase 5: Content Development up to 100 standard pages and up to 500 supporting elements <u>Deliverable:</u> Website content development and module content.	\$5,775
Phase 6: Test and Review, Establish Future Expectations <u>Deliverable:</u> List of items that need to be addressed	\$3,374
Phase 7: 4 Days of On-Site Training for up to 16 employees <i>Quote includes travel expenses (\$80 per person per day for the 17th 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.	\$8,000
Phase 8: Go-Live and Project Review <u>Deliverable:</u> Final project review report	\$2,452
Phase 9: Marketing <u>Deliverable:</u> Registration of site with all major search engines	\$621
Phase 10: Ongoing Consultation <u>Deliverable:</u> Site review with recommendations for enhancements to improve visitor interaction; layout, design and content recommendations.	Included
Additional Functionality	
Google Translation Tool	Included
Unlimited Users - Citizen's Request Tracker	Included
Six (6) Department Header Packages to include a unique banner and navigation for each	Included
Gov 2.0 Upgrades	
Blog Share	Included
Facebook Integration Twitter Integration	Included
Options Included in One-Time Fee	
On-Site Strategic Planning with Individual Departments Three days of meetings (up to 18 departments) to interpret current processes and services, resulting in recommendation for website solutions. <i>Quote includes travel expenses.</i> <u>Deliverable:</u> A document summarizing the meetings, with analysis and recommendations. Design information gathered.	\$6,800
Total Project Development Fee	\$49,774
First Year Annual Support, Maintenance and Hosting Fee Server storage not to exceed 30 GB; Media Center storage not to exceed 10 GB	Included
Total Fees Year 1	\$49,774



Project Development 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 Voice™ • Document Center • ePayment Center • Facilities & Reservations • Frequently Asked Questions • Forms Center • Healthy City • Intranet • Job Postings • License & Permits • Media Center with Live Streaming Video • My Dashboard • News Flash • Notify Me® Email & SMS Text Subscription • Online Job Application with 1 Generic Application • Opinion Poll • Photo Gallery • Postcard • 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 • Content Library • Dynamic Breadcrumbs • Dynamic Sitemap • Expiring Items Library • Generic Mobile App (iOS & Android) • Graphic Link Administration • Links Redirect and Broken Links Finder • Menu Management • Mouse-over Menu Structure • MuniMobile™ • Online Editor for Editing and Page Creation (WYSIWYG) • Online Web Statistics (Only with CivicPlus Hosting) • Page Wizard w/Multiple Layouts • Printer Friendly/Email Page • Rotating Content • RSS • Search Engine Registration • Site Layout Options • Site Search & Entry Log • Slideshow • Social Media Integration (Facebook & Twitter) • User & Group Administration Rights • Web Page Upload Utility • Website Administrative Log

Annual Support, Maintenance & Hosting Service Include the Following:

Support	Maintenance of CivicPlus Application & Modules	Hosting
7-7 (CST) Mon-Fri (excluding holidays) 24/7 Emergency Support Dedicated Support Personnel 2-hour Response during Normal Hours Usability Improvements Integration New & Upgraded Services Proactive Support for Updates & Fixes Online Training Manuals Monthly Newsletters Phone Consulting CivicPlus Connection	Install Service Patches for OS Upgrades Fixes Improvements Integration Testing Development Usage License	Shared Web/SQL Server DNS Consulting & Maintenance Monitor Bandwidth-Router Traffic Redundant ISP Redundant Cooling Natural Gas Powered Generator Daily Tape Backup Intrusion Detection & Prevention Antivirus Protection Upgrade Hardware



Exhibit B – Redesign Details

**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