

Clerk's Contract and Agreement Cover Page

Year: 2007

Legistar File ID#: 2007-0532

Multi Year:

Amount \$41,450.00

Contract Type:

Services

Contractor's Name:

Icon Enterprises dba Civic Plus

Contractor's AKA:

Execution Date:

9/13/2007

Termination Date:

9/30/2008

Renewal Date:

Department:

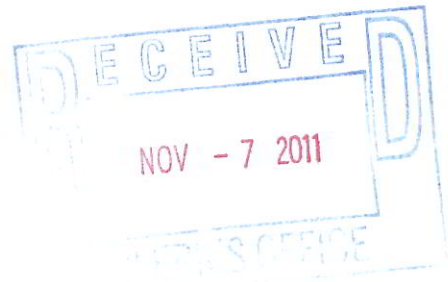
Administration/MIS

Originating Person:

Mary Klinger

Contract Description:

Website Design for the VOP
2008-09 Annual Maintenance \$11, 250
2011 annual maintenance \$9858
2011 website redesign (\$3319) and change to annual
maint fee - \$11,495.16/year begin 2012.



Friday, November 04, 2011



June 13, 2011

Orland Park
Attn: Denise Domalewski
14700 Ravinia Ave
Orland Park, IL 60462-3134

Dear Denise,

Enclosed is a copy of the signed contract with CivicPlus for your files. Please let me know if I may be of further assistance.

Sincerely,

Martha Kuhlman • CivicPlus & ePowered Schools
Business Development Specialist & Contract Manager
Main 888-228-2233 x282
Direct 785-323-4782
Fax 785-587-8951
www.CivicPlus.com

Organization	Orland Park, IL	URL	www.orland-park.il.us		
Street Address	14700 Ravinia Avenue				
Address 2					
City	Orland Park	State	IL	Postal Code	60462
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	Mary Klinger – 708-825-4120				
Emergency Contact & Mobile Phone					
Emergency Contact & Mobile Phone					
Billing Contact	Barb O'Brien	E-Mail	mklinger@orland-park.il.us		
Phone	(708) 403-6100	Ext.	N/A	Fax	708-403-9212
Billing Address	14700 Ravinia Avenue				
Address 2					
City	Orland Park	ST	IL	Postal Code	60462
Tax ID #				Sales Tax Exempt #	
Billing Terms	Annual	Account Rep	Reece Hammitt		
Info Required on Invoice (PO or Job #)					
Contract Contact	Denise Domalewski	Email	ddomalewski@orland-park.il.us		
Phone	(708) 403-6100	Ext.		Fax	708-403-9212
Project Contact	Mary Klinger	Email	mklinger@orland-park.il.us		
Phone	(708) 403-6100	Ext.	N/A	Fax	708-403-9212

Terms & Conditions

Client Deliverable

- Icon Enterprises, Inc., d/b/a CivicPlus will create a CP Advanced Recurring Redesign for the Orland Park, IL (Client) that includes all functionality as defined in Exhibit A – CivicPlus Project Deliverables, attached hereto.

Additional Services

- Client may contract with CivicPlus for additional Consulting, Website Design, Setup, Programming, and Training services (Project Development Services) that exceed those defined in Exhibit A. CivicPlus will invoice Client for the additional services immediately prior to project Go-Live.
- 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.

4. 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. Modules that incur additional usage fees may be purchased and activated at any time.

Billing & Payment Terms

The following terms apply to the CP Advanced Recurring Redesign Package, whereby Client receives a CP Advanced Redesign of their website upon contract signing. After 48 consecutive months under these terms and associated pricing, Client becomes fully eligible for a second CP Advanced Redesign. See Exhibit A for complete details and fees.

6. Client will be invoiced upon contract signing for the 2011 prorated increase in annual recurring fees (\$819.00) and any associated one-time fees (\$2,500). Project details can be found in Exhibits A and B.
7. The client shall sign a project completion and acceptance form prior to Project Go-Live. All Parties agree that the website will not Go-Live until the project is accepted in writing by the client.
8. Annual Support, Maintenance & Hosting invoices may be prorated in order to correlate with the Client's budget year.
9. Fees for the CP Advanced Recurring Redesign Package are invoiced prior to the year of service. They are due by the first of the following month, but no sooner than 30 days from invoice date.
10. Project development will be discontinued if payment is not made within 30 days after the invoice due date.
11. After project go-live, 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. Provided the Client's account is current, at any time the Client may request an electronic copy of the website Customer Content and Content Management System (CMS) Software. 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 CMS Software.

Agreement Renewal

13. 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 Advanced Redesign.
14. 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.
15. In the event of contract termination, Client forfeits eligibility for the CP Advanced Redesign and all funds applied to such eligibility. In the event of early termination of this Agreement by the client, full payment for services provided is due within 15 days of termination
16. Each year this Agreement is in effect, charges for Annual Support, Maintenance & Hosting services may be increased by CivicPlus by no more than 5% per annum.

Changes to Existing Service

17. Effective with this renewal, the following services will be added:

Services to be ADDED	One-Time Fee	Annual Fee
Redesign of current website	\$2,500	N/A
Additional Modules (Exhibit A)	N/A	Included

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 CivicPlus Content Management Software, application support (pages and modules), and 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.
20. During the period of this agreement and subsequent annual renewals, CivicPlus warrants that it will, without additional charge to the client, immediately correct any problems or defects discovered in the 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 make a reasonable attempt to work with the CivicPlus Marketing Department to gather information and meet deadlines associated with website award contest entries throughout the term of this Agreement.
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 will make a reasonable attempt to work with the CivicPlus Marketing Department to create a case study related to their website.
26. Client agrees to allow 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

27. Upon full and complete payment of submitted invoices for the project development and launch of the website, client will own the graphic designs, web content, page designs and banners ("Customer Content") as well as the CMS Software.
28. Upon completion of the development of the site, client will assume full responsibility for Web site 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.
29. Client shall not (i) license, sublicense, sell, resell, transfer, assign, distribute or otherwise commercially exploit or make available to any third party the Software in any way; (ii) modify or make derivative works based upon the software; (iii) create Internet "links" to the Software or "frame" or "mirror" any functionality on any other server or wireless or Internet-based device; or (iv) reverse engineer or access the Software in order to (a) build a competitive product or service, (b) build a product using similar ideas, features, functions or graphics of the Software, or (c) copy any ideas, features, functions or graphics of the Software.
30. The CivicPlus name, the CivicPlus logo, and the product and module names associated with the System are trademarks of CivicPlus, and no right or license is granted to use them.

Indemnification

31. 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.

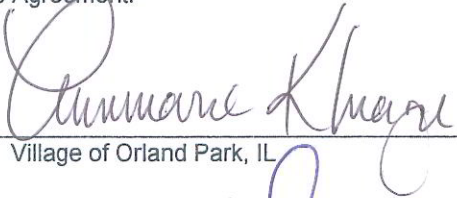
- 32. CivicPlus will not be liable for any act, omission of act, negligence or defect in the quality of service of any underlying carrier or other service provider whose facilities or services are used in furnishing any portion of the service received by the customer. CivicPlus will not be liable for any failure of performance that is caused by or the result of any act or omission by customer or any entity other than CivicPlus that furnishes services, facilities or equipment used in connection with CivicPlus services or facilities.
- 33. 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

- 34. 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

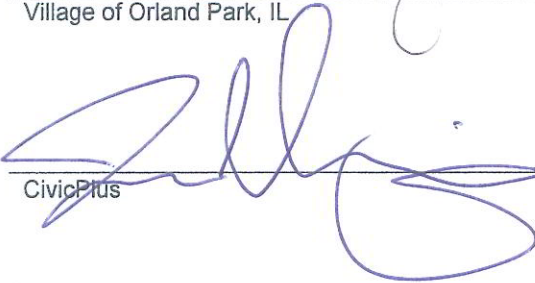
We, the undersigned, agreeing to the conditions specified in this document, understand and authorize the provision of services outlined in this Agreement.



Village of Orland Park, IL

6/7/11

Date



CivicPlus

6-13-11

Date

Sign and Fax this Copy Attn: Contract Manager Fax: 785-587-8951	And – Mail Two (2) Signed Originals CivicPlus Contract Manager 317 Houston St., Suite E Manhattan, KS 66502
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We will fax a counter-signed copy of the faxed 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

CivicPlus Project Development Services & Scope of Services for CP Advanced Recurring Redesign		
Design & Project Overview	Annual Fee	One Time Fee
<ul style="list-style-type: none"> • New CP Advanced Redesign • Redevelop banner • Up to 3 graphic buttons to promote special services • Redevelop navigation method (may choose top drop-down or other options) • Select color scheme to match new graphics • Design setup – wireframe • Print this page option • Email this page option • Breadcrumbs • Sitemap • Redevelop graphic elements of website (Newsflash, FAQs, Calendar, etc.) • Project Management • Testing • Review • Content Migration – Includes retouching of all existing pages on the redesigned website to ensure proper formatting, menu structure, and application of new site styles. Note: Content will be rewritten or pages broken up (shortened or resectioned) • Site styles and page layouts will be touched so all pages match the new design and migrate cleanly 	\$1,631.16	\$2,500
Add-On Options		
Inclusion of all standard modules (see module listing)		Included
Annual Increase	(\$1,637.16)	
(prorated amount for remainder of 2011 due upon signing)	Prorated \$819.00	
Total Project Development Fee		\$2,500
Total Due upon signing	\$3,319.00	

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Module Listing	
Modules	Functionality
<ul style="list-style-type: none"> • Alerts Center & Emergency Alert Notification • Archive Center • Bid Postings • Blog • Business/Resource Directory • Calendar • Carbon Calculator • Document Center • ePay • Facebook Integration • Facilities & Reservations w/50 Facilities • FAQs • Featured Info Module • Forms Development Tool • Healthy City Initiative • Intranet • Job Postings • Media Center • My Briefcase • NewsFlash • NotifyMe Email Subscription • Online Job Application w/1 Generic Application • Opinion Poll • Permits & Licensing • Photo Gallery • Postcard Module • Quick Links • Real Estate Locator w/25 Properties • Request Tracker Suite (CRT, iPhone App, Facebook Application, 5 users) • Staff Directory • Twitter Integration 	<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 • Graphic Link Administration • Links Redirect and Broken Links Finder • Menu Management • Mouse-over Menu Structure • 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 • User & Group Administration Rights • Web Page Upload Utility • Website Administrative Log

Exhibit B - Annual Support, Maintenance and Hosting Services

Current Annual Support, Maintenance and Hosting Fee		
Server Storage not to exceed 30GB		\$9,858.00
Media Center Storage not to exceed 10 GB		
Annual Increase		\$1,637.16
New Annual Fee		\$11,495.16
(Effective upon Contract Signing)		
Annual Support, Maintenance & Hosting Include the Following:		
Support	Maintenance of CivicPlus Application & Modules	Hosting
7-7 (CST) Mon-Fri (excluding holidays)	Install Service Patches for OS	Shared Web/SQL Server
24/7 Emergency Support	Upgrades	DNS Consulting & Maintenance
Dedicated Support Personnel	Fixes	Monitor Bandwidth-Router Traffic
2-hour Response during Normal Hours	Improvements	Redundant ISP
Usability Improvements	Integration	Redundant Cooling
Integration New & Upgraded Services	Testing	Natural Gas Powered Generator
Proactive Support for Updates & Fixes	Development	Daily Tape Backup
Online Training Manuals	Usage License	Intrusion Detection & Prevention
Monthly Newsletters		Antivirus Protection
Phone Consulting		Upgrade Hardware
CivicPlus Connection		
CivicPlus University		