RESOLUTION 2015-011             PASSED: FEBRUARY 9, 2015

WAIVING COMPETITIVE BIDDING AND AUTHORIZING
THE EXECUTION OF A WEBSITE DESIGN AGREEMENT
WITH CIVICPLUS IN AN AMOUNT NOT TO EXCEED
$50,570 IN YEAR ONE.

WHEREAS, the City of DeKalb is a home-rule municipal corporation; and

WHEREAS, the City has determined that the approval of a services agreement for the redesign of
a new City of DeKalb website is urgently needed to ensure compliance with applicable federal
laws including but not limited to the Americans with Disabilities Act, and further finds that such
action is necessary and appropriate, and aids in the protection of the public health, safety, welfare
and morals; and

WHEREAS, the City reserves the right to waive competitive bidding and purchasing requirements
by authorization of this agreement, and herein determines that such waiver is necessary based upon
the urgent need to comply with federal law as outlined above.

NOW, THEREFORE, BE IT RESOLVED BY THE CITY COUNCIL OF THE CITY OF
DEKALB:

AGREEMENT AUTHORIZED:

The Mayor of the City of DeKalb is hereby authorized to sign an agreement on terms and
conditions acceptable to him, with the recommendation of the City Manager, with CivicPlus. Said
agreement shall be in an amount not to exceed $50,570.00. The City Council hereby authorizes
the execution of such agreement directly with CivicPlus and waives any otherwise applicable
competitive bidding requirement or purchasing requirement by authorization of the agreement.
Future agreements or extensions of this agreement may be authorized by separate action from time
to time, consistent with the City’s purchasing policies and ordinances.

PASSED BY THE CITY COUNCIL of the City of DeKalb, Illinois at a regular meeting thereof
held on the 9th day of February, 2015 and approved by me as Mayor on the same day. Passed on
a roll call vote of 5-3-0. Aye: Finucane, Snow, Naylor, Baker, Rey. Nay: Jacobson, Lash,
O’Leary.

ATTEST:

MARCIA E. SWEIGERT, City Clerk

JOHN A. REY, Mayor
## Service & License Agreement for DeKalb, IL

### Project Development

<table>
<thead>
<tr>
<th>Organization</th>
<th>City of DeKalb</th>
</tr>
</thead>
<tbody>
<tr>
<td>Street Address</td>
<td>200 S. Fourth Street</td>
</tr>
<tr>
<td>Address 2</td>
<td></td>
</tr>
<tr>
<td>City</td>
<td>DeKalb</td>
</tr>
<tr>
<td>State</td>
<td>IL</td>
</tr>
<tr>
<td>Postal Code</td>
<td>60115</td>
</tr>
</tbody>
</table>

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.

<table>
<thead>
<tr>
<th>Emergency Contact &amp; Mobile Phone</th>
<th>Lauren Stott, 815-762-4241</th>
</tr>
</thead>
<tbody>
<tr>
<td>Emergency Contact &amp; Mobile Phone</td>
<td>Jeremy Alexander, 815-739-3150</td>
</tr>
<tr>
<td>Emergency Contact &amp; Mobile Phone</td>
<td>Patty Hoppenstedt, 847-343-0476</td>
</tr>
</tbody>
</table>

<table>
<thead>
<tr>
<th>Billing Contact</th>
<th>Lauren Stott</th>
</tr>
</thead>
<tbody>
<tr>
<td>Phone</td>
<td>815-748-2396</td>
</tr>
<tr>
<td>Billing Address</td>
<td>200 South Fourth Street</td>
</tr>
<tr>
<td>Address 2</td>
<td>City Manager’s Office</td>
</tr>
<tr>
<td>City</td>
<td>DeKalb</td>
</tr>
<tr>
<td>ST</td>
<td>IL</td>
</tr>
<tr>
<td>Postal Code</td>
<td>60115</td>
</tr>
</tbody>
</table>

| Tax ID #         | 36-6005843 |
| Sales Tax Exempt # | E9997-6171-07 |

<table>
<thead>
<tr>
<th>Billing Terms</th>
<th>Net 30</th>
</tr>
</thead>
<tbody>
<tr>
<td>Account Rep</td>
<td>Bryan Hahlbeck</td>
</tr>
</tbody>
</table>

| Info Required on Invoice (PO or Job #) | None |

<table>
<thead>
<tr>
<th>Contract Contact</th>
<th>Lauren Stott</th>
</tr>
</thead>
<tbody>
<tr>
<td>Phone</td>
<td>815-748-2396</td>
</tr>
</tbody>
</table>

<table>
<thead>
<tr>
<th>Project Contact</th>
<th>Lauren Stott</th>
</tr>
</thead>
<tbody>
<tr>
<td>Phone</td>
<td>815-748-2396</td>
</tr>
</tbody>
</table>
Service & License Agreement for DeKalb, IL

Terms & Conditions

Client Deliverable

1. Icon Enterprises, Inc., d/b/a CivicPlus ("CivicPlus") will create a unique website for the City of DeKalb, IL ("Client") at www.cityofdekab.com that includes all functionality and hosting as defined in Exhibit A – CivicPlus Project Deliverables, attached hereto. The website will go live by June 11, 2015 due to ADA requirements; the project timeline is attached to this agreement as Exhibit D – Project Timeline. During the term of the agreement, CivicPlus will implement and integrate a mutually acceptable agenda management/integration software functionality at no additional charge; neither party shall unreasonably withhold approval of the software. The Client is not required to provide additional hardware, etc.

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.

Billing & Payment Terms

4. 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.

5. 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.

6. 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.

7. Invoicing for Year 2 Annual Services begins one (1) year from contract signing if the agreement is not terminated.

8. 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.

9. 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.

10. 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.

11. 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).

12. 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.

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 Basic Redesign at no additional cost.

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. Client may terminate the agreement in year 1 for substantial non-performance and/or failure of CivicPlus to meet the deadlines imposed in this agreement as outlined in Exhibit D. CivicPlus will not be held responsible for deadlines missed by the Client.

16. Each year this Agreement is in effect after year 1, a technology investment and benefit fee of 5 percent (%) of the total Annual Services 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.

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 “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

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

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 rights of any content that the Client chooses to include on its website.

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. CivicPlus shall defend, indemnify and hold harmless the Client, 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

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.
Service & License Agreement for DeKalb, IL

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.

Taxes

34. 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.

Notices

35. CivicPlus a Kansas Corporation under the parents company of Icon Enterprises, Inc., shall receive notices at the address below:

Icon Enterprises Inc., d/b/a CivicPlus
Attn: Accounting Department
302 S. 4th Street, Suite 500
Manhattan, KS 66502

36. The City of Dekalb shall receive notices at the address below:

Website Accessibility

37. CivicPlus will create the website to comply with all WCAG 2.0 guidelines the Client requires. Upon completion of the site, the Client will be responsible for page content and compliance. Our designers and programmers automatically implement all the accessibility features necessary to ensure your site is compliant with accessibility standards outlined within Section 508. We will make recommendations on best practices for keeping your content accessible and available for all users by ensuring that, among other things:

- All menu items are clickable
- Submenus display throughout the site
- Alt tags are used for images
- Site maps are dynamically generated
- Documents and links can be set to open in the same window

CivicPlus recognizes accessibility standards recommendations made by a variety of groups, including the World Wide Web Consortium (W3C) and the Web Accessibility Initiative (WAI) as written in the Web Content Accessibility Guidelines (WCAG). Through adherence to Section 508, CivicPlus is able to meet almost all Priority One, Two and Three guidelines set forth in the WCAG. Those left unmet do not need to be addressed in order to allow basic access to content; some of the more stringent requirements of the WCAG may limit design and content development options.

Venue

38. Should any dispute arise out of or relating to this agreement the jurisdiction of the dispute shall be in the Twenty-Third Circuit Judicial Court, DeKalb County, Illinois.
39. CivicPlus will comply with all applicable laws, ordinances, codes and regulations.

Certification

40. Sexual Harassment: The Contractor certifies that it is in compliance with the Illinois Human Rights Act 775 ILCS 5/1.101, et seq. including establishment and maintenance of sexual harassment policies and program.

41. Tax Delinquency: The Contractor certifies that it is not delinquent in payment of any taxes to the Illinois Department of Revenue in accordance with 65 ILCS 5/11-42.1, and is not delinquent in the payment of any tax, charge or obligation to the City of DeKalb.

42. Employment Status: The Contractor certifies that if any of its personnel are an employee of the State of Illinois, they have permission from their employer to perform the service.

43. Anti-Bribery: The Contractor certifies it is not barred under 30 Illinois Compiled Statutes 500/50-5(a) (d) from contracting as a result of a conviction for or admission of bribery or attempted bribery of an officer or employee of the State of Illinois or any other state.

44. Loan Default: If the Contractor is an individual, the Contractor certifies that he/she is not in default for a period of six months or more in an amount of $600 or more on the repayment of any educational loan guaranteed by the Illinois State Scholarship Commission made by an Illinois institution of higher education or any other loan made from public funds for the purpose of financing higher education (5 ILCS 385/3).

45. Felony Certification: The Contractor certifies that it is not barred pursuant to 30 ILCS 500/50-10 from conducting business with the State of Illinois or any agency as a result of being convicted of a felony.

46. Barred from Contracting: The Contractor certifies that it has not been barred from contracting as a result of a conviction for bid-rigging or bid rotating under 720 ILCS 5/33E-3 (Bid Rigging) or 720 ILCS 5/33-4 (Bid Rotating) or a similar law of another state or of the federal government.

47. Drug Free Workplace: The Contractor certifies that it is in compliance with the Drug Free Workplace Act (30 Illinois Compiled Statutes 580) as of the effective date of this contract. The Drug Free Workplace Act requires, in part, that Contractors, with 25 or more employees certify and agree to take steps to ensure a drug free workplace by informing employees of the dangers of drug abuse, of the availability of any treatment or assistance program, of prohibited activities and of sanctions that will be imposed for violations; and that individuals with contracts certify that they will not engage in the manufacture, distribution, dispensation, possession, or use of a controlled substance in the performance of the contract. The Contractor further certifies that it maintains a substance-abuse program and provide drug testing in accordance with 820 ILCS 130/11G, Public Act 095-0635

48. Responsible Contractor Requirements: The Contractor certifies that it complies with the Illinois Procurement Code and the provisions of Section 30-22 thereof relating to apprenticeship and training, if applicable.

49. Non-Discrimination, Certification, and Equal Employment Opportunity: The Contractor agrees to comply with applicable provisions of the Illinois Human Rights Act (775 Illinois Compiled Statutes 5), the U.S. Civil Rights Act, the Americans with Disabilities Act, Section 504 of the U.S. Rehabilitation Act and the rules applicable to each. The equal opportunity clause of Section 750.10 of the Illinois Department of Human Rights Rules is specifically incorporated herein. The Contractor shall comply with Executive Order 11246, entitled Equal Employment Opportunity, as amended by Executive Order 11375, and as supplemented by U.S. Department of Labor regulations (41 C.F.R. Chapter 60). The Contractor agrees to incorporate this clause into all subcontracts under this Contract. The Contractor acknowledges that neither it nor the City shall discriminate on the basis of any protected classification.

50. Record Retention and Audits: If 30 ILCS 500/20-65 requires the Contractor (and any subcontractors) to maintain, for a period of 3 years after the later of the date of completion of this Contract or the date of final payment under the Contract, all books and records relating to the performance of the Contract and necessary to support amounts charged to the City under the Contract. The Contract and all books and records related to the Contract shall be available for review and audit by the City and the Illinois Auditor General. If this Contract is funded from contract/grant funds provided by the U.S. Government, the Contract, books, and records shall be available for review and audit by the Comptroller General of the U.S. and/or the Inspector General of the federal sponsoring agency. The Contractor agrees to cooperate fully with any audit and to provide full access to all relevant materials.
51. United States Resident Certification: (This certification must be included in all contracts involving personal services by non-resident aliens and foreign entities in accordance with requirements imposed by the Internal Revenue Services for withholding and reporting federal income taxes.) The Contractor certifies that he/she/it is a: ____ United States Citizen or Corporation ___ Non-Resident Alien. The Internal Revenue Service requires that taxes be withheld on payments made to non-resident aliens for the performance of personal services at the rate of 30%.

52. Tax Payer Certification: Under penalties of perjury, the Contractor certifies that its Federal Tax Payer Identification Number or Social Security Number is 48-1202 104 and is doing business as a (check one): ___ Individual ___ Real Estate Agent ___ Sole Proprietorship ___ Government Entity ___ Partnership ___ Tax Exempt Organization (IRC 501(a) only) X Corporation ___ Not for Profit Corporation ___ Trust or Estate ___ Medical and Health Care Services Provider Corp.

53. Authorized in Illinois: The Contractor that it is authorized to lawfully transact business in the State of Illinois, under all applicable Illinois laws and regulations. The Contractor certifies that it shall comply with the Corporate Accountability for Tax Administration Act, 20 ILCS 715/1, et. seq. Where applicable, the Contractor certifies that it is not barred from bidding by virtue of having been adjudicated to have committed a willing or knowing violation of Section 42 of the Environmental Protection Act within the five years preceding this bid, pursuant to 415 ILCS 5/1, et. seq. The Contractor further certifies that it is in compliance with all applicable requirements of the Business Enterprise for Minorities, Females and Persons with Disabilities Act, 30 ILCS 575/1, et. seq.

54. Export Administration, Supplies, Labor: The Contractor certifies that neither it nor any substantially owned affiliate is participating, nor shall participate, in an international boycott which is in violation of the provisions of the US Export Administration Act of 1979 or the regulations of the US Department of Commerce promulgated under the Act, including but not limited to the requirements of 30 ILCS 582/5. The Contractor further certifies that no foreign made equipment, materials or supplies furnished under the proposal or agreement have been or will be produced in whole or in part by forced labor, convict labor, or indentured labor, nor made in whole or in part by the labor of any child under the age of 12, under penal sanction pursuant to 30 ILCS 583/1 and 30 ILCS 584/1. The Contractor certifies that steel products used or supplied in the performance of a contract for public works shall be manufactured or produced in the United States, unless the City Manager grants an exception to said requirement, pursuant to 30 ILCS 565/1, et. seq.

55. General Compliance and Certification: The Contractor certifies that it has and will comply with all other applicable laws, regulations, ordinances or restrictions applicable to any component of the bidding process, agreement, or any services or materials provided in connection therewith. The Contractor acknowledges that it is responsible for identifying and complying with all applicable laws, ordinances, rules and regulations, and that it shall indemnify and hold harmless the City of DeKalb from any claim, liability or damages arising out of the failure to identify or comply with any such applicable legal restriction.

--Remainder of this page left intentionally blank--

CivicPlus • 302 S. 4th Street, Suite 500 • Manhattan, KS 66502 • www.CivicPlus.com
Toll Free 888-228-2233 • Accounting Ext. 291 • Support Ext. 307 • Fax 785-587-8951

Page 6 of 7
Acceptance

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

Client

Date 2/11/2015

CivicPlus

Date 2-16-15

Sign and e-mail or Fax this Copy

Attn: Contract Manager
Email: salesspecialists@CivicPlus.com
Fax: 785-587-8951

And – Mail Two (2) Signed Originals

CivicPlus Contract Manager
302 S. 4th Street, Suite 500
Manhattan, KS 66502

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.

—Remainder of this page left intentionally blank—
Service & License Agreement for DeKalb, IL

Exhibit A - CivicPlus Project Deliverables

All Quotes are in US Dollars and Valid for 30 Days from January 30, 2015. Prices are fixed and there will be no surcharges for travel, expenses or other costs.

<table>
<thead>
<tr>
<th>Project Development and Deployment</th>
<th></th>
</tr>
</thead>
<tbody>
<tr>
<td>Initial GCMS® upgrades, maintenance, support and hosting – no additional cost</td>
<td>$52,883</td>
</tr>
<tr>
<td>Server Storage not to exceed 30 GB</td>
<td></td>
</tr>
</tbody>
</table>

<table>
<thead>
<tr>
<th>Professional Services</th>
<th></th>
</tr>
</thead>
<tbody>
<tr>
<td>Two (2) Days Remote Content Consulting</td>
<td>Included</td>
</tr>
<tr>
<td>One (1) Day Design Consulting</td>
<td></td>
</tr>
<tr>
<td>Four (4) Days On-site Training</td>
<td></td>
</tr>
</tbody>
</table>

<table>
<thead>
<tr>
<th>Project Enhancements</th>
<th></th>
</tr>
</thead>
<tbody>
<tr>
<td>One (1) Header Package for DeKalb Taylor Municipal Airport</td>
<td>Included</td>
</tr>
</tbody>
</table>

| Minus January and Employee Discounts | -$7,932 |
| Timeline Escalation Fee | $5,619 |

| Total Fees Year 1 not to Exceed | $50,570 |

| Annual Services (Continuing GCMS® System Enhancements, Maintenance, Support and Hosting) | $6,836 |
| Billed 12 months from contract signing; subject to annual 5% increase year 3 and beyond |          |

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**Kick-Off Meeting**

**Deliverable:** Project Timeline, training jump start and worksheets

<table>
<thead>
<tr>
<th>CivicPlus will:</th>
<th>DeKalb will:</th>
</tr>
</thead>
<tbody>
<tr>
<td>• assign a project manager to this project</td>
<td>• review and approve of project plan within 5 business days</td>
</tr>
<tr>
<td>• conduct a Project kickoff to review awarded contract</td>
<td>• if modifications are required after the review of the initial project plan, the City has 10 business days to address the modifications and come to a consensus.</td>
</tr>
<tr>
<td>• establish communication plan for the duration of the project effort</td>
<td>• approve the project plan (limited to two reviews) prior to proceeding with the project.</td>
</tr>
<tr>
<td>• work with the City to identify all key internal and external project stakeholders</td>
<td>• complete the following prior to Phase 1: Functionality and Design Form, Web Team Form and Content Form</td>
</tr>
<tr>
<td>• develop project plan and timeline</td>
<td>• review the current primary live website content and make note of and provide information about any pages from the website that are no longer wanted or needed.</td>
</tr>
<tr>
<td>• provide Project Management and Support</td>
<td></td>
</tr>
</tbody>
</table>

**Phase 1: Website Optimization**

**Deliverable:** Needs assessment, best practices and worksheets

<table>
<thead>
<tr>
<th>CivicPlus will:</th>
<th>DeKalb will:</th>
</tr>
</thead>
<tbody>
<tr>
<td>• provide communication support to the City, key stakeholders and personnel via status reports emails or phone calls as needed</td>
<td>• gather statistics from the current website from the past 12 months and provide to CivicPlus</td>
</tr>
<tr>
<td>• review the goals and expectations submitted on the forms the City completed to ensure all needs are clearly understood</td>
<td>• collect pictures to be used in the overall design of the new website and provide to CivicPlus</td>
</tr>
<tr>
<td>• conduct a presentation of findings and recommendations to key project stakeholders</td>
<td>• provide a MS Word document template that features your branding/logo and provide to CivicPlus.</td>
</tr>
</tbody>
</table>

**Phase 2: Website Layout**

**Deliverable:** Website layout and mood board will be presented for your approval

<table>
<thead>
<tr>
<th>CivicPlus will:</th>
<th>DeKalb will:</th>
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</thead>
<tbody>
<tr>
<td>• 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</td>
<td>• approve one layout and the mood board</td>
</tr>
<tr>
<td>• begin development of the website design upon layout and mood board approval</td>
<td>• review marketing packet material and guidelines</td>
</tr>
<tr>
<td></td>
<td>• will provide CivicPlus will all the necessary DNS items identified for the website</td>
</tr>
<tr>
<td></td>
<td>• 1st billing milestone approved</td>
</tr>
</tbody>
</table>
### Phase 3: Website Reveal

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

<table>
<thead>
<tr>
<th>CivicPlus will:</th>
<th>DeKalb will:</th>
</tr>
</thead>
<tbody>
<tr>
<td>• present a fully functional website</td>
<td>• evaluate the website design and content and provide CivicPlus with feedback</td>
</tr>
<tr>
<td>• migrate all content pages from <a href="http://www.cityofdekalb.com">www.cityofdekalb.com</a> to the new website.</td>
<td>• collaborate with CivicPlus on proposed changes</td>
</tr>
<tr>
<td>• After the City approves the design, content and functionality CivicPlus will conduct a review of the website to ensure the statement of work is met</td>
<td>• revise the design as many times as deemed necessary, up to the deadline set by the City and CivicPlus during the Kick-off meeting</td>
</tr>
<tr>
<td>• work with the City to prepare for training</td>
<td>• If design changes are requested after the set date, the project’s go live will be adjusted</td>
</tr>
<tr>
<td>• migrate current plus the past three years Agendas &amp; Minutes in Microsoft Word.DOC or Adobe PDF format</td>
<td></td>
</tr>
</tbody>
</table>

### Phase 4: 4 Days of Customized On-Site Implementation Training for up to 20 employees

**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.

<table>
<thead>
<tr>
<th>CivicPlus will:</th>
<th>DeKalb will:</th>
</tr>
</thead>
<tbody>
<tr>
<td>• provided training to the City before the website goes live</td>
<td>• provide a location for training in the City with internet access</td>
</tr>
<tr>
<td>• train up to 20 City staff members based on internal daily task and workflow</td>
<td>• provide computers for staff to be trained on</td>
</tr>
<tr>
<td>• train staff members on how to use the GCMS®, update content pages and modules</td>
<td>• 2nd billing milestone approved</td>
</tr>
<tr>
<td>• provide access to training online training manuals and videos for the City staff</td>
<td></td>
</tr>
</tbody>
</table>

### Phase 5: Go Live – June 11, 2015

**Deliverable:** Custom website launched to the public.

<table>
<thead>
<tr>
<th>CivicPlus will:</th>
<th>DeKalb will:</th>
</tr>
</thead>
<tbody>
<tr>
<td>• fix system issues and bugs that City finds</td>
<td>• have about three weeks to test and update the final site</td>
</tr>
<tr>
<td>• CivicPlus’ Quality Control team will complete a final spelling and links check</td>
<td>• notify CivicPlus on any system issues or bugs that CivicPlus needs to fix</td>
</tr>
<tr>
<td>• redirect the domain name to the newly developed website when the City signs off on the project</td>
<td></td>
</tr>
</tbody>
</table>

### Project Enhancements:
- Responsive Design
- Google Language Translation
- iFrames or links to third-party services
- Departmental Social Media Integration
- One (1) Header Package for DeKalb Taylor Municipal Airport

### Phase 1: Content Consultation
2 days remote content consulting, up to six departments per day.

A consultation package concentrating on evaluating current website content and making recommendations for improved content development, presentation and maintenance.

**Deliverable:** A comprehensive report on evaluation of current content (placement, length, style and effectiveness), recommendations for improvement or creation of new content, a follow-up report reviewing the results of implemented suggestions.

### Phase 1: Website Design Consultation
1 day of consulting conducted remotely via webinar.

A consultation package concentrating on evaluating the form and function of the current website design and potential problems therein.

**Deliverable:** 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.
## Project Development and Deployment Includes the Following:

<table>
<thead>
<tr>
<th>Modules</th>
<th>Functionality</th>
</tr>
</thead>
<tbody>
<tr>
<td>Agenda Center</td>
<td>Action Items Queue</td>
</tr>
<tr>
<td>Alerts Center &amp; Emergency Alert Notification</td>
<td>Audit Trail / History Log</td>
</tr>
<tr>
<td>Archive Center</td>
<td>Automated PDF Converter</td>
</tr>
<tr>
<td>Bid Postings</td>
<td>Automatic Content Archiving</td>
</tr>
<tr>
<td>Blog</td>
<td>Dynamic Breadcrumbs</td>
</tr>
<tr>
<td>Business/Resource Directory</td>
<td>Dynamic Sitemap</td>
</tr>
<tr>
<td>Calendar</td>
<td>Expiring Items Library</td>
</tr>
<tr>
<td>Citizen Request Tracker™ (5 users)</td>
<td>Graphic Link Administration</td>
</tr>
<tr>
<td>Community Connection</td>
<td>Links Redirect</td>
</tr>
<tr>
<td>Community Voice™</td>
<td>Mega Menu Creation and Menu Management</td>
</tr>
<tr>
<td>Document Center</td>
<td>Mouse-over Menu Structure</td>
</tr>
<tr>
<td>ePayment Center</td>
<td>Online Editor for Editing and Page Creation (WYSIWYG)</td>
</tr>
<tr>
<td>Facilities &amp; Reservations</td>
<td>Online Web Statistics</td>
</tr>
<tr>
<td>Frequently Asked Questions</td>
<td>Printer Friendly/Email Page</td>
</tr>
<tr>
<td>Forms Center</td>
<td>RSS</td>
</tr>
<tr>
<td>Intranet</td>
<td>Site Layout Options</td>
</tr>
<tr>
<td>Job Postings</td>
<td>Site Search &amp; Entry Log</td>
</tr>
<tr>
<td>My Dashboard</td>
<td>Slideshow</td>
</tr>
<tr>
<td>News Flash</td>
<td>Social Media Integration (Facebook, Share and Twitter)</td>
</tr>
<tr>
<td>Notify Me® email and 500 SMS subscribers</td>
<td>User &amp; Group Administration Rights</td>
</tr>
<tr>
<td>Photo Gallery</td>
<td>Web Page Upload Utility</td>
</tr>
<tr>
<td>Quick Links</td>
<td>Website Administrative Log</td>
</tr>
<tr>
<td>Spotlight</td>
<td>Unlimited backend GCMS® users</td>
</tr>
<tr>
<td>Staff Directory</td>
<td>Broken Links</td>
</tr>
</tbody>
</table>

### Support
- 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
- Routine Follow-up Check-ins
- CivicPlus Connection

### Maintenance of CivicPlus Application & Modules
- Install Service Patches for OS System Enhancements
- Fixes
- Improvements
- Integration
- Testing
- Development
- Usage License

### Hosting
- 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
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
Exhibit C – Certificate of Insurance

CERTIFICATE OF LIABILITY INSURANCE

DATE (RENEWED BY)
1/19/2015

THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AFFIRMATIVELY OR NEGATIVELY AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES BELOW. THIS CERTIFICATE OF INSURANCE DOES NOT CONSTITUTE A CONTRACT BETWEEN THE ISSUING INSURER(S), AUTHORIZED REPRESENTATIVE OR PRODUCER, AND THE CERTIFICATE HOLDER.

IMPORTANT: If the certificate holder is an ADDITIONAL INSURED, the policy(ies) must be endorsed. If SUBROGATION IS WAIVED, subject to the terms and conditions of the policy, certain policies may require an endorsement. A statement on this certificate does not confer rights to the certificate holder in lieu of such endorsement(s).

PRODUCER
Charleston-Wilson Insurance
555 Hoyts Avenue, Suite 205
P. O. Box 1989
Manhattan
KS 66505-1989

INSURED
ICON ENTERPRISES INC DBA CIVIC PLUS
302 S 4TH ST STE 500
MANHATTAN
KS 66502

CONTACT NAME
Brooke Steiner
PHONE: (785)587-6951
FAX: (785)537-1657
EMAIL: bsteiner@charlestonwilson.com

INSURER A: Sentinel Insurance Company, LTD
INSURER B: Hartford Accident & Indemnity
INSURER C: Rated by Multiple Companies
INSURER D: Hartford Insurance Group

COVERAGE:
CERTIFICATE NUMBER: 2015-2016 COI

ADDITIONAL INSURED:

1. Icon Enterprises Inc. DBA Civic Plus

EXCLUSIONS AND CONDITIONS OF SUCH POLICIES, LIMITS SHOWN MAY HAVE BEEN REDUCED BY PAID CLAIMS.

A. GENERAL LIABILITY
   X: COMMERCIAL GENERAL LIABILITY
   CLAIM/MADE X OCCUR
   DATED
   1/17/2015
   1/17/2015
   EACH OCCURRENCE $2,000,000
   PERSONAL & ADVICE $1,000,000
   MED EXP (Max one person) $10,000
   GENERAL AGGREGATE $4,000,000
   EXCLUDED FROM THIS COVERAGE: PERSONAL & ANIMAL INJURY
   COVERAGES AFFORDED BY THE POLICIES DESCRIBED HEREIN IS SUBJECT TO ALL THE TERMS, EXCLUSIONS AND CONDITIONS OF SUCH POLICIES. LIMITS SHOWN MAY HAVE BEEN REDUCED BY PAID CLAIMS.

B. AUTOMOBILE LIABILITY
   X: ANY AUTO
   SCHEDULED AUTOS X OCCUR
   DATED
   11/17/2014
   11/17/2015
   EACH OCCURRENCE $1,000,000
   PERSONAL & ADVICE $1,000,000
   MED EXP (Max one person) $10,000
   GENERAL AGGREGATE $4,000,000

C. WORKMEN'S COMPENSATION AND EMPLOYER'S LIABILITY
   X: N/A
   DATED
   1/17/2015
   E. L. BASIC $250,000
   E. L. DISEASE $250,000
   AFFORDS $1,000,000

D. TECHNOLOGY & CIVIL LIAB
   X: N/A
   DATED
   1/17/2015
   EACH CLAIM $2,000,000
   AGGREGATE $4,000,000

CERTIFICATE HOLDER
ICON Enterprises Inc. D/B/A Civic Plus
304 S. 4th Street
Manhattan, KS 66502

AUTHORIZED REPRESENTATIVE
Brooke Steiner/TAL

CERTIFICATE OF LIABILITY INSURANCE

CIVIL RIGHTS ACT, 42 USC 1981-1983
E. L. BASIC $250,000
E. L. DISEASE $250,000
AFFORDS $1,000,000

EXHIBIT C 1 of 1
Exhibit D – Project Timeline

<table>
<thead>
<tr>
<th>PHASE 1</th>
<th>PHASE 1</th>
</tr>
</thead>
</table>
| Friday, February 6th  
End of Day | Thursday, February 12th  
10:00am-12:00pm Central |

**ACTION ITEMS**

Photos & Deliverables Due  
Submit photos for design and other deliverables outlined on Page 3 of the Startup Kit  
FORMS: [http://cp-projectteam3.civicplus.com/FormCenter/CivicPlus-Project-Forms-6](http://cp-projectteam3.civicplus.com/FormCenter/CivicPlus-Project-Forms-6)

<table>
<thead>
<tr>
<th>PHASE 2</th>
<th>PHASE 2</th>
</tr>
</thead>
</table>
| Tuesday, February 24th  
10:00am-11:00pm Central | Wed, March 11th – Fri, March 13th  
8:00am-5:00pm Central |

**MEETING**

Layout Proposal  
Review proposed layout, color scheme and global navigation  
We will need layout proposal feedback and approval by Friday, March 6th

<table>
<thead>
<tr>
<th>PHASE 3</th>
<th>PHASE 3</th>
<th>PHASE 3</th>
</tr>
</thead>
</table>
| Friday, March 27th  
End of Day | Tuesday, May 5th  
11:00am-12:00pm Central | Thursday, May 7th  
1:00pm-3:00pm Central |

**ACTION ITEM**

Content Update Due & DNS Worksheet  
Content on your current website should be up-to-date

<table>
<thead>
<tr>
<th>PHASE 4</th>
<th>PHASE 4</th>
</tr>
</thead>
</table>
| Tuesday, May 12th – Friday, May 15th  
8:00am-5:00pm Central | Friday, May 22nd  
End of Day |

**TRAINING**

4 Days On-Site Training  
Customized training to give your staff the skills they need to maintain your website  
**NOTE:** Your trainer will contact you approximately one month before training to identify goals and establish agenda

<table>
<thead>
<tr>
<th>PHASE 5</th>
<th>PHASE 5</th>
<th>PHASE 5</th>
</tr>
</thead>
</table>
| Tuesday, May 26th  
9:30am-10:00am Central | Thursday, June 4th  
GO LIVE | Thursday, June 18th  
1:00pm-3:00pm Central |

**MEETING**

Pre-Launch Check In  
Verify all work is completed and prepare for website launch  
**NOTE:** It can take up to 48 hours for DNS to propagate throughout web.

CivicPlus • 302 S. 4th Street, Suite 500 • Manhattan, KS 66502 • www.CivicPlus.com  
Toll Free 888-228-2233 • Accounting Ext. 291 • Support Ext. 307 • Fax 785-587-8951

Exhibit C 1 of 1