TIPS Contract

Organization	City of Jonesboro		URL	www.jonesboro.org
Street Address	300 S Church Street			
Address 2	P.O. Box 1845			
City	Jonesboro	State	AR	Postal Code 72403

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	Erick Woodruff, 870-336-7249
Emergency Contact & Mobile Phone	Erick Woodruff, 870-243-5353
Emergency Contact & Mobile Phone	Lorenzo Balderas, 870-336-4611

Billing Contact	Erick Woodruff		E-Mail	ewoodruff@jonesboro.org
Phone	870-336-7249	Ext. na	Fax	na
Billing Address	P.O. Box 1845			
Address 2				
City	Jonesboro	ST AR	Postal Code	72403
Tax ID #	71-6013749		Sales Tax Exempt #	na
Billing Terms	Annual		Account Rep	Robert Disberger
Info Required on Invoice (PO or Job #)				

Contract Contact	Erick Woodruff		Email	ewoodruff@jonesboro.org
Phone	870-336-7249	Ext. na	Fax	na
Project Contact	Lorenzo Balderas		Email	lbalderas@jonesboro.org
Phone	870-336-4611	Ext. na	Fax	na

Terms & Conditions

Client Deliverable

1. Icon Enterprises, Inc., d/b/a CivicPlus ("CivicPlus") will create a unique website for the City of Jonesboro ("Client") that includes all functionality 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, 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.

4. Client may contract with CivicPlus for additional Annual Services that exceed those defined in Exhibit A. CivicPlus will invoice Client for Annual services immediately prior to project Go-Live.

5. 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.

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

7. 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

8. One-third of the total First Year Fee will be billed upon completion of Phase 1: Consulting; one-third of the total First Year Fee will be billed upon completion of Phase 3: Website Reveal Presentation. 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.

9. 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, and the first year's Annual Services fees 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.

10. First Year Fee and Project Development invoices are due by the first of the following month, but no sooner than 30 days from invoice date.

11. Invoicing for 2nd year and beyond Annual Services begins one (1) year from contract signing.

12. Annual Services invoices, beyond the first year, may be prorated in order to correlate with the Client's budget year.

13. Fees for CivicPlus Annual Services 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.

14. Project development will be discontinued if payment is not made within 30 days after the invoice due date.

15. 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.

16. 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.

17. 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).

18. 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

19. 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.

20. 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.

21. 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.

22. 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

23. 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.

24. 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.

25. 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.

26. 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

27. 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.

28. 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.

29. 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.

30. Client will make a reasonable attempt to work with the CivicPlus Marketing Department to create a case study related to their website.

31. 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

32. 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.

33. 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.

34. 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.

35. 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

36. 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

37. 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.

38. 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.

Taxes

39. This agreement will be taxed based on the Client's state tax laws. 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, CivicPlus has the right to collect payment from the Client for past due taxes.

Venue

40. This Agreement shall be construed under and in accordance with the laws of the State of Arkansas and venue for any litigation concerning this Agreement shall be in Craighead County, Jonesboro, AR.

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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 Jonesboro**

Harold Perrin, Mayor	Date

ATTEST:

Donna Jackson, City Clerk	Date

CivicPlus	Date

Sign and E-mail or Fax this Copy	**And – Mail Two (2) Signed Originals**
Attn: Contract Manager	CivicPlus Contract Manager
E-mail: SalesCoordinators@CivicPlus.com	317 Houston St., Suite E
Fax: 785-587-8951	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—
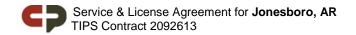
Exhibit A - CivicPlus Project Deliverables

All Quotes are in US Dollars and Valid for 30 Days from January 6, 2014.

Labor Category	GSA Hourly Rate with IFF	Hours	Total Cost
Website Consultant	$149.01	32.00	$4,768.32
Project Manager	$135.86	85.00	$11,548.10
Network Consultant	$135.86	0.00	-
Wireless Network Technician	$135.86	0.00	-
Programmer	$131.48	45.50	$5,982.34
Graphic Designer	$109.57	31.50	$3,451.46
Writer	$109.57	0.00	-
Server and Network Technician	$109.57	14.50	$1,588.77
Trainer	$109.57	80.25	$8,792.99
PC Technician	$89.41	0.00	-
Content Developer	$80.64	71.75	$5,785.92
Total First Year Fee (includes first year annual services)			**$41,917.90**

Project Development Includes the Following:

Modules

- 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™
- Community Connection
- Document Center
- ePayment Center
- Facilities & Reservations
- Frequently Asked Questions
- Forms Center
- Healthy City
- Intranet
- Job Postings
- Media Center with Live Streaming Video
- My Dashboard
- News Flash
- Notify Me® Email & 500 SMS Text Subscription
- Online Job Application with 1 Generic Application
- Opinion Poll
- Photo Gallery
- Postcard
- Quick Links
- Real Estate Locator
- Spotlight
- Staff Directory

Functionality

- 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)
- 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

Project Development

Kick-Off Meeting Deliverable: Project Timeline, training jump start and worksheets	**Included**
Phase 1: **Consulting** Deliverable: Needs assessment, best practices and worksheets	**Included**
Phase 2: Website Preview Presentation Deliverable: Website layout and mood board will be presented for your approval	**Included**
Phase 3: Website Reveal Presentation Deliverable: Completed website design and navigation structure will be presented. You will be able to propose changes at this time.	**Included**
Phase 4: 4 Days of Customized On-Site Implementation Training for up to 12 employees *Quote includes travel expenses ($80 per person per day for the 13th attendee and beyond)* Deliverable: Train System Administrator(s) on GCMS® Administration, permissions, setting up groups and users, module administration. Basic User training on pages, module entries, applying modules to pages. Applied use and usability consulting to result in effective communication through your website.	**Included**
Phase 5: Go Live Deliverable: 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. *Note: Content from sites other than the primary site can be migrated to the new primary site for an additional fee.*	**Included**
Additional Functionality	
Google Translation Tool	**Included**
Options Included in One-Time Fee	
Phase 1: Content Consultation Two days on-site, up to six departments per day. *Quote includes travel expenses.* 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.	**Included**
Total Project Development Fee	**$41,917.90**
First Year's Annual Services Server storage not to exceed 25 GB; Media Center storage not to exceed 10 GB	**Included**
Total Fees Year 1	**$41,917.90**

Second Year Annual Services – 12 months from contract signing Server Storage not to exceed 25 GB Media Center Storage not to exceed 10 GB Subject to annual 5% increase year 3 and beyond	**$6,270**

Annual Services Include the Following:		
Support	**Maintenance of CivicPlus Application & Modules**	**Hosting**
7 a.m. – 7 p.m. (CST) Monday - Friday (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	Diesel 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		

Company Details

Icon Enterprises, Inc., d/b/a CivicPlus

Federal Tax ID	48-1202104
GSA Contract	# GS-35F-0124U
Toll Free	888-228-2233

Mailing Address for Purchase Orders and Payments	Icon Enterprises, Inc., d/b/a CivicPlus Attn: Accounting 317 Houston St., Suite E Manhattan, KS 66502

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