

R-2011-239
9/21/11

**AGREEMENT
BETWEEN
CITY OF HOLLYWOOD, FLORIDA
AND
ICON ENTERPRISES, INC. D/B/A CIVICPLUS
FOR
WEBSITE REDESIGN**

This Agreement made and entered into this 29 day of Sept, 2011, by and between the CITY OF HOLLYWOOD, FLORIDA, a municipal corporation of the State of Florida (hereinafter "City") and Icon Enterprises, Inc. d/b/a CivicPlus (hereinafter "Vendor").

WHEREAS, the City of Naples, Florida issued Request for Proposal No. 033-11 (hereinafter the "RFP") for the restructuring and redesign of the City's website; and

WHEREAS, Vendor submitted a proposal in response to the RFP;

WHEREAS, City staff has determined that the City's website should be restructured and redesigned and the City of Naples RFP and Vendor's response meets all necessary requirements in order to complete this project; and

WHEREAS, pursuant to Resolution No. R-2011-239, the City Commission approved the execution of this Agreement and the Software License Agreement with Vendor;

NOW, THEREFORE, in consideration of the mutual promises and understandings set forth herein, the parties hereto agree as follows:

**ARTICLE I
INCORPORATION OF DOCUMENTS**

The RFP, including any addenda thereto, the proposal submitted by Vendor, and the Purchase Order, if applicable, and the Software License Agreement (hereinafter, collectively, the "RFP Documents") are attached hereto and incorporated herein in their entirety. Except as otherwise provided in this Agreement, the parties shall comply with the terms and conditions set forth in the RFP Documents. In the event of conflict, the terms of the RFP shall prevail.

**ARTICLE II
COMPENSATION**

The total amount to be paid by the CITY under this Agreement for all services as outlined in the RFP documents shall not exceed a total contract amount of Twenty-Nine Thousand Six Hundred and Eight Dollars (\$29,608.00) in accordance with Service & License Agreement. Vendor shall provide the First Year's Annual Support, Maintenance, and Hosting for free. The

City has the option to retain maintenance services beyond the First Year in accordance with the payment schedule set for in the Service & License Agreement. Said exercise of such option is contingent upon an annual appropriation of said fees approved by the City Commission. Upon the maintenance services being retained, such agreement will be reduced to writing.

ARTICLE III DISCLOSURE AND OWNERSHIP OF DOCUMENTS

In addition to the provisions set forth in the RFP Documents, Vendor agrees to the following:

3.1 Any and all art, concepts, work, reports, photographs, video, surveys and other data and documents provided or created in connection with this Agreement and services provided by Vendor are and shall remain the property of the City upon payment in full to Vendor by the City. In the event of termination of this Agreement, any reports, photographs, surveys, and other data and documents prepared by Vendor, whether finished or unfinished, shall become the property of the City and shall be delivered by Vendor within seven (7) days from the date of termination of this Agreement and the Services & Licensing Agreement by either party.

3.2 All rights of logo design and logo artwork that Vendor has designed or created for the City belong solely to the City upon payment in full to Vendor by the City. Vendor does not hold any rights to the logo design created for the City.

3.2 Vendor warrants that its designs are of its own creation and are not copied from or inspired by existing designs or trademarks but does not warrant that a design similar to that which was created by Vendor, but which Vendor was not aware of at the time of the creation of its design, does not exist. If for any reason a logo, graphic, web element, or advertisement, designed by Vendor infringes upon another party's logo, slogan or tagline, Vendor will provide a free redraw session with a new set of logos, advertisements, web element, slogan or taglines.

3.3 City retains the right to use new logo designs in all media useful for City promotion upon payment in full to Vendor by City.

3.4 Vendor hereby acknowledges and warrants that all logo designs are original and that Vendor owns the rights, the ability to confer such rights and such rights granted do not conflict with any other agreements Vendor may have.

3.5 All covenants, agreements, representations and warranties made herein, or otherwise made in writing by any party pursuant hereto, including but not limited to any representations made herein relating to disclosure or ownership of documents, shall survive the execution and delivery of this Agreement and the consummation of the transactions contemplated hereby.

ARTICLE IV REMEDIES

This Agreement shall be governed by the laws of the State of Florida. Any and all legal action necessary to enforce this Agreement will be held in Broward County, Florida. No remedy herein conferred upon any party is intended to be exclusive of any other remedy, and each and every such remedy shall be cumulative and in addition to every other remedy given hereunder or now or hereafter existing at law or in equity or by statute or otherwise. No single or partial exercise by any party of any right, power or remedy hereunder shall preclude any other or further exercise hereof.

ARTICLE V SEVERABILITY

If any term or provision of this Agreement, or the application thereof to any person or circumstances shall, to any extent, be held invalid or unenforceable, the remainder of this Agreement, or the application of such term or provision to persons or circumstances other than those as to which it is held invalid or unenforceable, shall not be affected, and every other term and provision of this Agreement shall be deemed valid and enforceable to the extent permitted by law.

ARTICLE VI ENTIRETY OF CONTRACTUAL AGREEMENT

This Agreement, together with the attachments hereto, sets forth the entire Agreement between the parties, and there are no promises or understandings other than those stated herein. None of the provisions, terms or conditions contained in this Agreement may be added to, modified, superseded or otherwise altered, except by written instrument executed by the parties hereto.

ARTICLE VII NOTICE

All notices required shall be sent by certified mail, return receipt requested. If sent to City, such notices shall be mailed to:

Raelin Storey, Director of Public Affairs and Marketing
City of Hollywood
2600 Hollywood Boulevard
Hollywood, Florida 33020

with a copy to: Jeffrey P. Sheffel, City Attorney
City of Hollywood
2600 Hollywood Boulevard, Room 407
Hollywood, Florida 33020

and if sent to Vendor, such notices shall be mailed to:


Bill Frankel, Regional Manager

ARTICLE VIII
THIRD PARTY RIGHTS

Nothing in this Agreement shall be construed to give any rights or benefits to anyone other than City and Vendor.

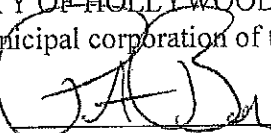
IN WITNESS WHEREOF, the parties hereto have set their hands and official seals the day and year first above written.

ATTEST:

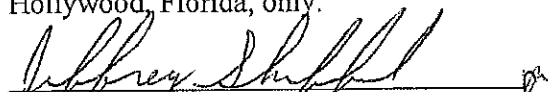

Patricia A. Cerny, MMC, City Clerk

CITY OF HOLLYWOOD, FLORIDA, a
municipal corporation of the State of Florida

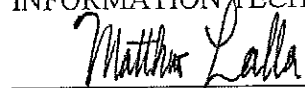
By:


Peter Bober, Mayor

APPROVED AS TO FORM & LEGALITY
for the use and reliance of the Cit of
Hollywood, Florida, only.


Jeffrey P. Sheffel, City Attorney

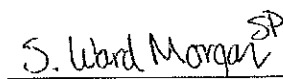
DEPARTMENT OF FINANCE &
INFORMATION TECHNOLOGY


Matthew Lalla, Director

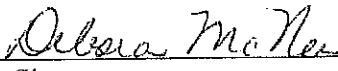
ICON ENTERPRISES, INC. D/B/A

CIVIC PLUS, a Florida corporation

WITNESSED:


Corporate Secretary

By:


Signature

Print Name: Debra McNew

Title: VP of Operations



Mary Ubel^{SP}

1. Title Page



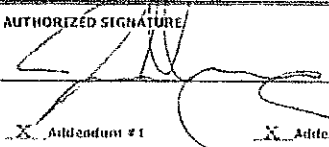
REQUEST FOR PROPOSAL

CITY OF NAPLES
PURCHASING DIVISION
CITY HALL 735 8TH STREET SOUTH
NAPLES, FL 34102
PH: 239-213-7100 FX: 239-213-7105

NOTIFICATION DATE: 4/11/11	TITLE: WEB SITE REDESIGN	NUMBER: 033-11	OPENING DATE & TIME: 5/9/11 2:00 PM
PRE-PROPOSAL CONFERENCE: DATE, TIME AND LOCATION:			

NAME OF PARTNERSHIP, CORPORATION OR INDIVIDUAL: Icon Enterprises Inc. d/b/a CivicPlus	
MAILING ADDRESS: 317 Houston Street, Suite E	
CITY-STATE-ZIP: Manhattan, KS 66502	
PH: 888-228-2233	EMAIL: Bids@CivicPlus.com
FX: 785-587-8951	WEB ADDRESS: www.CivicPlus.com

I certify that this proposal is made without prior understanding, agreement, or connection with any corporation, firm, or person submitting a proposal for the same materials, supplies, or equipment or services and is in all respects fair and without collusion or fraud. I agree to abide by all conditions of this proposal and certify that I am authorized to sign this proposal for the proposer. In submitting a proposal to the City of Naples the proposer offers and agrees that if the proposal is accepted, the proposer will convey, sell, assign or transfer to the City of Naples all rights, title, and interest in and to all causes of action it may now or hereafter acquire under the Anti-trust laws of the United States and the State of FL for price fixing relating to the particular commodities or services purchased or acquired by the City of Naples. At the City's discretion, such assignment shall be made and become effective at the time the City tenders final payment to the proposer.

AUTHORIZED SIGNATURE 	DATE 5-3-11	PRINTED NAME/TITLE Jesse Manning, VP of Business Development
Please initial by all that apply I acknowledge receipt of the following addendum <input checked="" type="checkbox"/> Addendum #1 <input checked="" type="checkbox"/> Addendum #2 <input type="checkbox"/> Addendum #3 <input type="checkbox"/> Addendum #4		

PLEASE NOTE THE FOLLOWING:

- > This page must be completed and returned with your proposal.
- > Proposals must be submitted in a sealed envelope, with the proposal number & closing date.
- > Proposals received after the above closing date and time will not be accepted.
- > Proposal tabulations will be available on the City of Naples web site www.naplesgov.com, Departments, Finance, Purchasing.

Marketing

23. 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.
24. 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.
25. 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 with the prior consent of the Client.
26. Client will make a reasonable attempt to work with the CivicPlus Marketing Department to create a case study related to their website.
27. 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

28. 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.
29. 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.
30. 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.
31. 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

32. 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.
33. 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.
34. Except as expressly provided in this Agreement, CivicPlus makes no expressed or implied representations or warranties, including any warranties regarding merchantability or fitness for a particular cause.

Force Majeure

35. No party shall have any liability to the other hereunder by reason of any delay or failure to perform any obligation or covenant if the delay or failure to perform is occasioned by force majeure, meaning any act of God, storm, fire, casualty, unanticipated work stoppage, strike, lockout, labor dispute, civic disturbance, riot, war, national emergency, act of Government, act of public enemy, or other cause of similar or dissimilar nature beyond its control.

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 Hollywood, FL

9/29/11

Date



CivicPlus

9-2-11

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

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.

--Remainder of this page left intentionally blank--

APPROVED AS TO FORM AND LEGALITY
FOR THE USE AND RELIANCE OF THE
CITY OF HOLLYWOOD, FLORIDA ONLY

BY: 

CITY ATTORNEY

Exhibit A - CivicPlus Project Deliverables

Pricing contingent upon contract signing on or before September 30, 2011.

Project Development	\$29,608
First Year's Annual Support, Maintenance & Hosting Server Storage not to exceed 15 GB; Media Center Storage not to exceed 10 GB	FREE
Total Fees Year 1	\$29,608

Option - Single-Year 2 and Beyond Annual Support, Maintenance & Hosting Subject to annual 5% increase after year two	\$4,237
Option - Multi-Year 2-5 Annual Support, Maintenance & Hosting (\$4,237 x 4) Not subject to annual 5% increase when paid in full at contract signing	\$16,948
Option - Multi-Year 2-6 Annual Support, Maintenance & Hosting No increase in year 2, 3% increase year 3, 2% increase year 4, 1% increase year 5, negotiate year 6	Subject to negotiation

--Remainder of this page left intentionally blank--



Building The Future of eGovernment!

Service & License Agreement for Hollywood, FL

Project Development

Objective 1: Establishing Your Site's Focus	
Phase 1: Analysis and Timeline Development Deliverable: Project Timeline and worksheets	\$2,138
Phase 2: Website Design Deliverable: Website Design Composition	\$4,753
Phase 3: Navigation Architecture Development Deliverable: Navigation structure optimized for your website	\$1,580
Objective 2: Content Development and Page Layout	
Phase 4: Modules and Site Setup Deliverable: Set up fully functional site, software that runs the site, and site's statistical analysis.	\$2,169
Phase 5: Content Development of 150 standard pages and up to 750 supporting elements Deliverable: Website content development and module content.	\$6,452
Phase 6: Test and Review, Establish Future Expectations Deliverable: List of items that need to be addressed	\$2,250
Objective 3: Equipping Your Staff for Successful Website Maintenance	
Phase 7: 4 Days of On-Site Training for up to 10 employees. <i>Quote includes travel expenses</i> Deliverable: Train System Administrator(s) on CMS 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.	\$8,360
Objective 4: Website Deployment	
Phase 8: Go-Live and Project Review Deliverable: Final project review report	\$1,464
Phase 9: Marketing Deliverable: Registration of site with all major search engines	\$442
Phase 10: Ongoing Consultation Deliverable: Site review with recommendations for enhancements to improve visitor interaction; layout, design and content recommendations.	Included
Expandable Modules	
None	n/a
Additional Functionality	
Google	Included
Gov 2.0 Upgrades	
Blog	Included
Facebook Integration	Included
Share	Included
Twitter Integration	Included
Options Included in One-Time Fee	
None	n/a
Total Project Development Fee	\$29,608
First Year Annual Support, Maintenance and Hosting Fee Server storage not to exceed 15 GB; Media Center storage not to exceed 10 GB	FREE
Total Fees Year 1	\$29,608

Project Development Includes the Following:	
Modules	Functionality
<ul style="list-style-type: none"> Alerts Center & Emergency Alert Notification Archive Center Bid Postings Business/Resource Directory Calendar Carbon Calculator Document Center ePay Facilities & Reservations w/50 Facilities FAQs Featured Info Module Forms Development Tool Healthy City Initiative Intranet Job Postings Media Center NewsFlash NotifyMe Email Subscription Online Job Application w/1 Generic Application Opinion Poll Permits & Licensing Photo Gallery Postcard Module Quick Links Real Estate Locator Request Tracker (5 users) 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 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

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 CivicPlus University	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 Advanced Redesign

- 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

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