CivicPlus
Next Generation Government Websites

Monday, July 30, 2007

Larry McGhinnis
Village of Lombard
255 E. Wilson Ave
Lombard, IL 60148-3931

Dear Larry:

Please find the enclosed copy of the CivicPlus contract. Our staff looks forward to working with you and your organization. I am happy to answer any questions you may have.

Thank You,

Melissa Gore
(888) 228-2233, Ext. 286
gore@civicplus.com

Enclosure

Organization:	Village of Lombard			Web Address:	www.villageoflombard.org
Contact Name:	Larry McGhinnis			E-mail Address:	mcghinnisl@villageoflombard.org
Street Address:	255 E. Wilson Ave				
Address 2:					
City	Lombard	State:	IL	Zip Code:	60148-3931
Phone:	630-873-4740	Ext:		Fax:	630-620-8222
Billing Contact:	Larry McGhinnis				
Billing Address (if different)					
Billing Phone #:	630-873-4740	Fax:		Information required on invoices, e.g. P.O. # or Job #:	
Tax ID #:			Sales Tax Exempt #:		
Payment Terms:	Annual			Acct. Rep.	April Hamilton

Terms and Conditions:

1. Annual invoicing for this contract will take place 60 days after the contract is signed or an annual anniversary invoicing date may be established by the client.

2. Annual fees for CivicPlus services are invoiced prior to the year of service and are due by the first of the following month.

3. Initial contract term is for one year from the date of execution.

4. Either party may terminate the agreement at the end of the contract term by providing the other party with 60 days prior notice.

5. In the event that neither party gives such notice prior to the end of the initial or any subsequent term, this agreement will automatically be renewed for an additional contract term.

6. In the event of early termination of this agreement by the client, full payment of the remainder of the contract is required within 15 days of termination.

7. Annual rates will automatically increase by 3%. In the event of a rate increase that exceeds 3%, CivicPlus will notify the client at least 6 months in advance of the annual renewal.

8. Upon completion of development, the Setup and Development Fees will be invoiced.

9. Modifications to the original "go-live" date by the client may result in additional fees if additional fees are incurred by CivicPlus for changing travel arrangements.

10. Payment is due on the date annotated on the invoice for that term's service. Service will be discontinued if payment is not made within 20 days after the due date. Payments received will be applied first to finance charges, then to the oldest outstanding invoice.

11. If the account exceeds 60 days past due, the web service will be removed and the data will be erased.

12. CivicPlus will support designated support contacts for the client. Support will include providing technical support and application support of the CivicPlus system. Following initial setup, additional page design, graphic design, word processing training, and custom programming may be contracted separately.

Project Summary	Annual Fee	One-Time Fee
Establish Project Timeline and Overall Project Management	$ N/A	$ 900.00
Analysis of Existing Website	$ N/A	$ Included
Website Design	$ N/A	$ 2,500.00
Develop Navigation Architecture	$ N/A	$ 1,200.00
Site Development – Included Modules and Site Setup With 500 MB and 225 GB of transfer per month	$ 6,600.00	$ 2,500.00
Upgraded Modules Total from below	$ N/A	$ N/A
Custom Development	$ N/A	$ N/A
Site Development – Content – up to 200 pages	$ N/A	$ 5,900.00
Review and Test	$ N/A	$ 900.00
Training: Up to 15 hours of remote phone training for 2 staff members	$ N/A	$ 1,500.00
Go-live and project review	$ N/A	$ 1,200.00
Marketing	$ Included	$ Included
Subtotal	$ 6,600.00	$ 16,600.00
Website Extreme Makeover Offer/Illinois GMIS Discount Rate	$ N/A	$ (8,500.00)
Total	$ 6,600.00	$ 8,100.00

*MODULES AND SERVICES

	Annual Fee	One-time Fee		Annual Fee	One-time Fee
☐ Archive Center	$	$	☒ Opinion Poll	$ Included	$ Included
☐ Banner Development - Additional	$	$	☒ Photo Gallery	$ Included	$ Included
☐ Bid Posting	$	$	☒ Quick Links	$ Included	$ Included
☒ Business Directory	$ Included	$ Included	☐ RequestTracker for ____ users	$	$
☒ Document Center	$ Included	$ Included	☒ Staff Directory	$ Included	$ Included
☒ Dynamic Breadcrumbs	$ Included	$ Included	☒ Other: RSS	$ Included	$ Included
☒ Dynamic Sitemap	$ Included	$ Included	**Administrative Modules & Services**		
☐ E-Commerce	$	$	☐ Additional Domains	$	$
☒ Events Calendar	$ Included	$ Included	☒ Bad Links Identification	$ Included	$ Included
☒ FAQ	$ Included	$ Included	☒ E-mail this Page	$ Included	$ Included
☐ Forms Creation (__ form to email)	$	$	☒ Links Redirect	$ Included	$ Included
☒ Forms Development Tool	$ Included	$ Included	☒ Online Web Statistics	$ Included	$ Included
☒ Intranet	$ Included	$ Included	☒ Printer Friendly	$ Included	$ Included
☐ Job Posting	$	$	☒ Rotating Content	$ Included	$ Included
☒ News Flash	$ Included	$ Included	☒ Search Engine Registration	$ Included	$ Included
☒ Notify Me Email Subscription	$ Included	$ Included	☒ Site Search and Site Search Log	$ Included	$ Included
☐ Online Job Application	$	$	☒ Site History Log	$ Included	$ Included

Setup Notes: CivicPlus will develop a unique website for the client. Upon approval of the design, the selected services will be established with on-going review by the client. Upon completion of training, the client will be responsible for updating and maintaining their website. CivicPlus will continue providing updates to the software and maintain the content and data.

Additional Training: Training that involves billable time beyond the contracted amount will be documented and invoiced.Written approval by the client is necessary before billable time is incurred.

Support: Page development support and technical support provided free throughout the terms of the contract. Technical problems with the software are addressed throughout the contract period at no charge.

Additional Projects: Projects that involve billable time beyond the contracted amountwill be documented. Written approval by the client is necessary before billable time is incurred.

Maintenance Upgrades: Maintenance upgrades to the CivicPlus service are provided at no extra charge. Additional modules may be purchased and activated at any time

Indemnification and Liability

Village of Lombard 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, andexpenses including attorney's fees of any kind, without limitation, in connection with the operations ofVillage of Lombard and installation of software contemplated by this agreement, or otherwise arising out of or in any way connection 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 gross negligence or willful misconduct on the part of CivicPlus.

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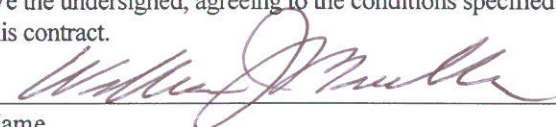
Except as expressly provided in this agreement, CivicPlus makes no expressed or implied representations, or warranties, including any warranties regarding merchantability or fitness for a particular cause.

Development Specifications

Additional development specifications and requirements will follow upon commencement of the project.

Acceptance:

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

_____   6/7/07
Name   Date
Village of Lombard

Cynthia L Peters   6/7/07
Name   Date
CivicPlus

Please fax the above contract as soon as possible to
FAX Number: 785-587-8951

For any billing questions, Accounting can be reached at 888-228-2233, ext.215
Support can be reached at:
888-228-2233, ext. 307
785-587-1853, ext. 307