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LIBERTY TOWNSHIP BOARD OF TRUSTEES

MINUTES OF THE REGULAR MEETING

TUESDAY JANUARY 19, 2016

7162 LIBERTY CENTRE DRIVE, SUITE A

LIBERTY TOWNSHIP, OH 45069

EXECUTIVE SESSION

4:00 P.M.

On Tuesday January 19th, 2016 at 4:00 P.M., the Liberty Township Board of Trustees met this day for a special meeting. Upon call of the roll, Mrs. Maticic – present, Mr. Schramm – present, Mr. Farrell – present.

Ms. Maticic **MOVED TO GO INTO EXECUTIVE SESSION TO CONSIDER THE APPOINTMENT OF A PUBLIC EMPLOYEE.** Mr. Schramm seconded. The motion passed unanimously.

Ms. Maticic **MOVED TO COME OUT OF EXECUTIVE SESSION.** Mr. Schramm seconded. The motion passed unanimously.

Ms. Maticic made a motion to suspend the meeting until 6:00 PM when the regular meeting will begin. Mr. Schramm seconded. The motion passed unanimously.

REGULAR MEETING

6:00 P.M.

On Tuesday January 19th, 2016 at 4:00 P.M., the Liberty Township Board of Trustees met this day for a special meeting. Upon call of the roll, Mrs. Maticic – present, Mr. Schramm – present, Mr. Farrell – present.

Mr. Farrell led the Pledge of Allegiance.

APPROVE MINUTES

MRS. Quinlisk requested a motion to approve the Minutes from the Regular Meeting, January 5, 2016.

Ms. Maticic **MOVED TO APPROVE THE MINUTES FROM THE REGULAR MEETING, JANUARY 5, 2016.** Mr. Schramm seconded. The motion passed unanimously.

PAY BILLS

Mrs. Quinlisk requested a motion to pay bills.

Ms. Maticic **MOVED TO PAY BILLS.** Mr. Schramm seconded. The motion passed unanimously.

Mrs. Quinlisk provided the Fund Status and the Appropriation Status through January 14, 2016.

PUBLIC PRESENTATION

The Liberty Township Trustees are pleased to announce the promotion of part-time firefighter Ryan Goller to the position of Career Firefighter / Paramedic within the Township's Fire Department. Goller has served the Liberty Township community in his part-time role since October 2007.



PUBLIC COMMENTS

No comments.

BUSINESS ITEMS

Requests for Requisitions over \$2,500

1)	Admin	\$5,000.00	1000-110-519-0007	West Chester Chamber Alliance – Silver Sponsorship.
		<u>\$5,000.00</u>		

Ms. Matacic **MOVED TO APPROVE REQUISITIONS OVER \$2500.00.** Mr. Schramm seconded. The motion passed unanimously.

Parks Committee

Mr. Plummer presented the following information and reminder:

- Next meeting will be on Tuesday, January 26, 2016 at 6:30 p.m. at the Services Building.

Economic Development

Ms. McKinney presented the Economic Development Report.

Ms. McKinney provided the following reminders

- Ribbon Cutting for SuperCuts on Friday, January 22nd at 11:00 a.m.
- JEDD I Board Meeting on Thursday, January 28th at 8:00 a.m.
- Ribbon Cutting for AC Hotel by Marriott on Tuesday, February 16th at 10:00 a.m. The AC Marriott will open on February 2nd.

Fire Department

Chief Stumpf requested a Resolution to approve 40 hours of sick time and 40 hours of vacation leave donation from Fire Chief Paul Stumpf to Career Firefighter / Paramedic Julia Beiser effective January 19, 2016.

Ms. Matacic **MOVED TO APPROVE A RESOLUTION TO APPROVE 40 HOURS OF SICK TIME AND 40 HOURS OF VACATION LEAVE DONATION FROM FIRE CHIEF PAUL STUMPF TO CAREER FIREFIGHTER / PARAMEDIC JULIA BEISER EFFECTIVE JANUARY 19, 2016 (2016-022).** Mr. Schramm seconded. The motion passed unanimously.

Fiscal Officer / Finance Department

No comments.

Services Department

Mr. Plummer requested a Resolution to authorize the Administrator to execute an agreement on behalf of the Trustees with the Butler County Engineer’s Office to include the Liberty Township road resurfacing and restriping projects in the awarded contract in an amount not to exceed \$485,000.00 from account numbers 2021-760-790, 2031-760-790, 2191-760-790, 2231-760-790, 4311-110-360, 4313-110-360, and 4314-110-360. Ms. Matacic **MOVED TO APPROVE A RESOLUTION TO AUTHORIZE THE ADMINISTRATOR TO EXECUTE AN AGREEMENT ON BEHALF OF THE TRUSTEES**



WITH THE BUTLER COUNTY ENGINEER'S OFFICE TO INCLUDE THE LIBERTY TOWNSHIP ROAD RESURFACING AND RESTRIPIING PROJECTS IN THE AWARDED CONTRACT IN AN AMOUNT NOT TO EXCEED \$485,000.00 FROM ACCOUNT NUMBERS 2021-760-790, 2031-760-790, 2231-760-790, 4311-110-360, 4313-110-360, AND 4314-110-360 (2016-023). Mr. Schramm seconded. The motion passed unanimously.

Mr. Plummer presented the Services Report.

Sheriff's Department

Lt. Dallman presented the Monthly Report.

Zoning Department

Mr. Berhmann presented the Zoning Report.

Administration

Ms. Bitonte requested a Resolution to authorizes the Township Administrator to execute the attached Service & License Agreement with CivicPlus for software and professional website services, in substantially the same format, as the attached document for \$19,500.00 the first year and \$4,000.00 each additional year through 2019.

Ms. Maticic MOVED TO APPROVE A RESOLUTION TO AUTHORIZES THE TOWNSHIP ADMINISTRATOR TO EXECUTE THE ATTACHED SERVICE & LICENSE AGREEMENT WITH CIVICPLUS FOR SOFTWARE AND PROFESSIONAL WEBSITE SERVICES, IN SUBSTANTIALLY THE SAME FORMAT, AS THE ATTACHED DOCUMENT FOR \$19,500.00 THE FIRST YEAR AND \$4,000.00 EACH ADDITIONAL YEAR THROUGH 2019 (2016-024). Mr. Schramm seconded. The motion passed unanimously.

Ms. Bitonte presented the following reminders:

- Trustees Meetings:
 - Regular Meeting on Tuesday, February 2nd at 6:00 p.m.
- Holiday Closings:
 - President's Day on Monday, February 15th

TRUSTEE COMMENTS

Mrs. Maticic reminded the Board the Ohio Township Association Winter Conference will be held January 27-30 in Columbus.

The Trustees are pleased to be able to promote Career Firefighters from within our department.

ADJOURNMENT

Ms. Maticic MOVED TO ADJOURN. Mr. Schramm seconded. The motion passed unanimously.

Mr. Farrell, President

Pamela Quinlisk, Fiscal Officer



RESOLUTION NO. 2016-022

Board of Trustees, Liberty Township
Butler County, Ohio

**RESOLUTION TO APPROVE 40 HOURS OF SICK TIME AND 40 HOURS
OF VACATION LEAVE DONATION FROM FIRE CHIEF PAUL STUMPF
TO CAREER FIREFIGHTER / PARAMEDIC JULIA BEISER**

RESOLVED by the Board of Township Trustees of Liberty Township, Butler County, Ohio that

WHEREAS, Liberty Township Fire Chief Paul Stumpf requests the Liberty Township Board of Trustees approve his donation of 40 hours sick time and 40 hours of vacation leave to Career Firefighter / Paramedic Julia Beiser; and

THEREFORE BE IT RESOLVED that the Liberty Township Board of Trustees hereby approves 40 hours of sick time and 40 hours of vacation leave donation from Fire Chief Paul Stumpf to Career Firefighter / Paramedic Julia Beiser effective January 19, 2016.

Trustee Maticic moved to approve the resolution. Trustee Schramm seconded the motion. Upon call of the roll, the vote resulted as follows:

Trustee Maticic, yes
Trustee Schramm, yes
Trustee Farrell, yes

Adopted: Tuesday, January 19, 2016

Tom Farrell, President

Christine Maticic, Vice President

Steve Schramm, Trustee

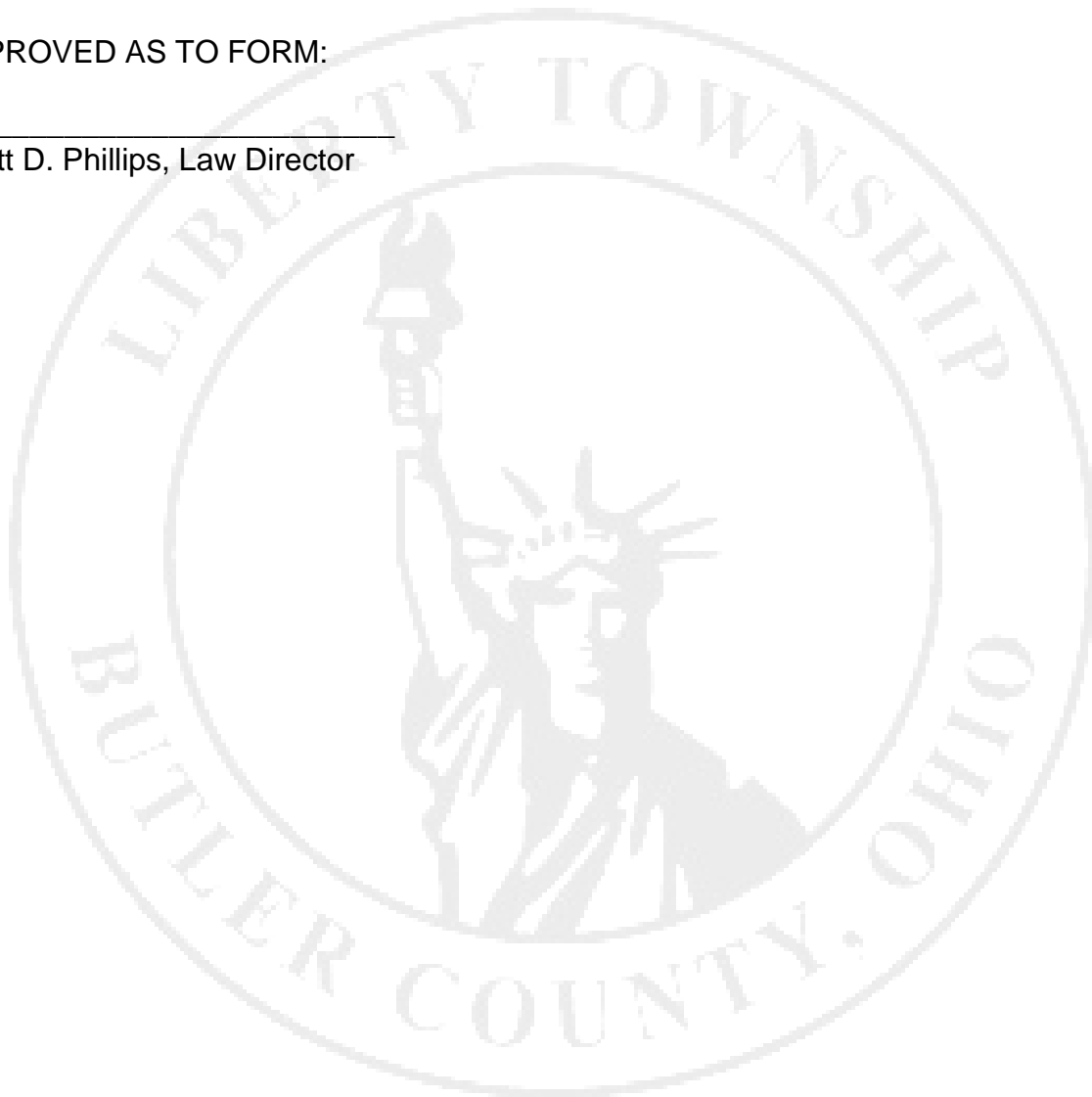
AUTHENTICATION

This is to certify that this resolution was duly passed, and filed with the Liberty Township Fiscal Officer this 19th day of January, 2016.

Pamela Quinlisk
Fiscal Officer

APPROVED AS TO FORM:

Scott D. Phillips, Law Director





RESOLUTION NO. 2016-023

Board of Trustees, Liberty Township
Butler County, Ohio

RESOLUTION TO AUTHORIZE THE ADMINISTRATOR TO EXECUTE AN AGREEMENT ON BEHALF OF THE TRUSTEES WITH THE BUTLER COUNTY ENGINEER'S OFFICE TO INCLUDE THE LIBERTY TOWNSHIP ROAD RESURFACING AND RESTRIPING PROJECTS IN THE AWARDED CONTRACT IN AN AMOUNT NOT TO EXCEED \$485,000.00 FROM ACCOUNT NUMBERS 2021-760-790, 2031-760-790, 2231-760-790, 4311-110-360, 4313-110-360, AND 4314-110-360

RESOLVED by the Board of Trustees of Liberty Township, Butler County, Ohio, that

WHEREAS, the Liberty Township Board of Trustees desires to authorize the Administrator to execute an agreement on behalf of the Trustees with the Butler County Engineer's Office to include the Liberty Township road resurfacing and restriping projects in the awarded contract in an amount not to exceed \$485,000.00 from account numbers 2021-760-790, 2031-760-790, 2231-760-790, 4311-110-360, 4313-110-360, and 4314-110-360;

THEREFORE BE IT RESOLVED that the Liberty Township Board of Trustees hereby authorizes the Administrator to execute an agreement on behalf of the Trustees with the Butler County Engineer's Office to include the Liberty Township road resurfacing and restriping projects in the awarded contract in an amount not to exceed \$485,000.00 from account numbers 2021-760-790, 2031-760-790, 2231-760-790, 4311-110-360, 4313-110-360, and 4314-110-360.

Trustee Maticic moved to approve the resolution. Trustee Schramm seconded the motion. Upon call of the roll, the vote resulted as follows:

Trustee Maticic, yes
Trustee Schramm, yes
Trustee Farrell, yes

Adopted: Tuesday, January 19, 2016

Tom Farrell, President

Christine Maticic, Vice President

Steve Schramm, Trustee

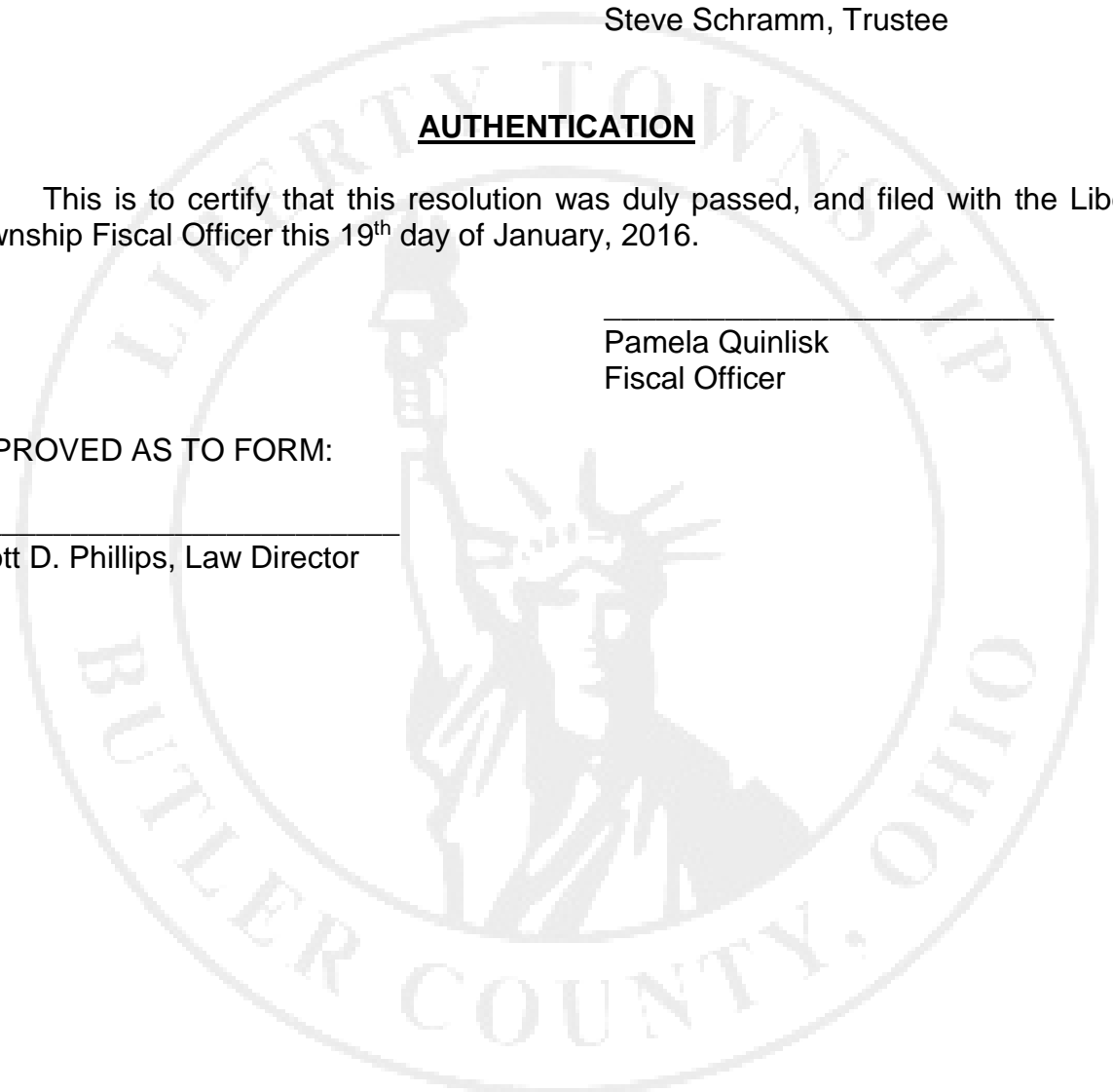
AUTHENTICATION

This is to certify that this resolution was duly passed, and filed with the Liberty Township Fiscal Officer this 19th day of January, 2016.

Pamela Quinlisk
Fiscal Officer

APPROVED AS TO FORM:

Scott D. Phillips, Law Director





RESOLUTION NO. 2016-024

Board of Trustees, Liberty Township
Butler County, Ohio

RESOLUTION TO AUTHORIZE THE TOWNSHIP ADMINISTRATOR TO EXECUTE THE ATTACHED SERVICE & LICENSE AGREEMENT WITH CIVICPLUS FOR SOFTWARE AND PROFESSIONAL WEBSITE SERVICES, IN SUBSTANTIALLY THE SAME FORMAT, AS THE ATTACHED DOCUMENT FOR \$19,500.00 THE FIRST YEAR AND \$4,000.00 EACH ADDITIONAL YEAR THROUGH 2019

RESOLVED by the Board of Township Trustees of Liberty Township, Butler County, Ohio that

WHEREAS, Kristen Bitonte, Liberty Township Administrator, requests the Liberty Township Board of Trustees authorize her to execute the attached Service & License Agreement, in substantially the same format, with CivicPlus for software and professional website services;

WHEREAS, Liberty Township would pay \$19,500.00 the first year with \$4,875.00 each from account numbers 1000-110-360, 1000-130-360, 2231-330-360, and 2191-220-360; and

WHEREAS, Liberty Township would pay \$4,000.00 each additional year through 2019 with \$800.00 each from accounts numbers 1000-110-360, 1000-130-360, 1000-610-360, 2191-220-360, and 2231-330-360;

THEREFORE BE IT RESOLVED that the Liberty Township Board of Trustees hereby authorizes the Township Administrator to execute the attached Service & License Agreement with CivicPlus for software and professional website services, in substantially the same format, as the attached document for \$19,500.00 the first year and \$4,000.00 each additional year through 2019.

Trustee Maticic moved to approve the resolution. Trustee Schramm seconded the motion. Upon call of the roll, the vote resulted as follows:

Trustee Maticic, yes
Trustee Schramm, yes
Trustee Farrell, yes

Adopted: Tuesday, January 19, 2016

Tom Farrell, President

Christine Maticic, Vice President

Steve Schramm, Trustee

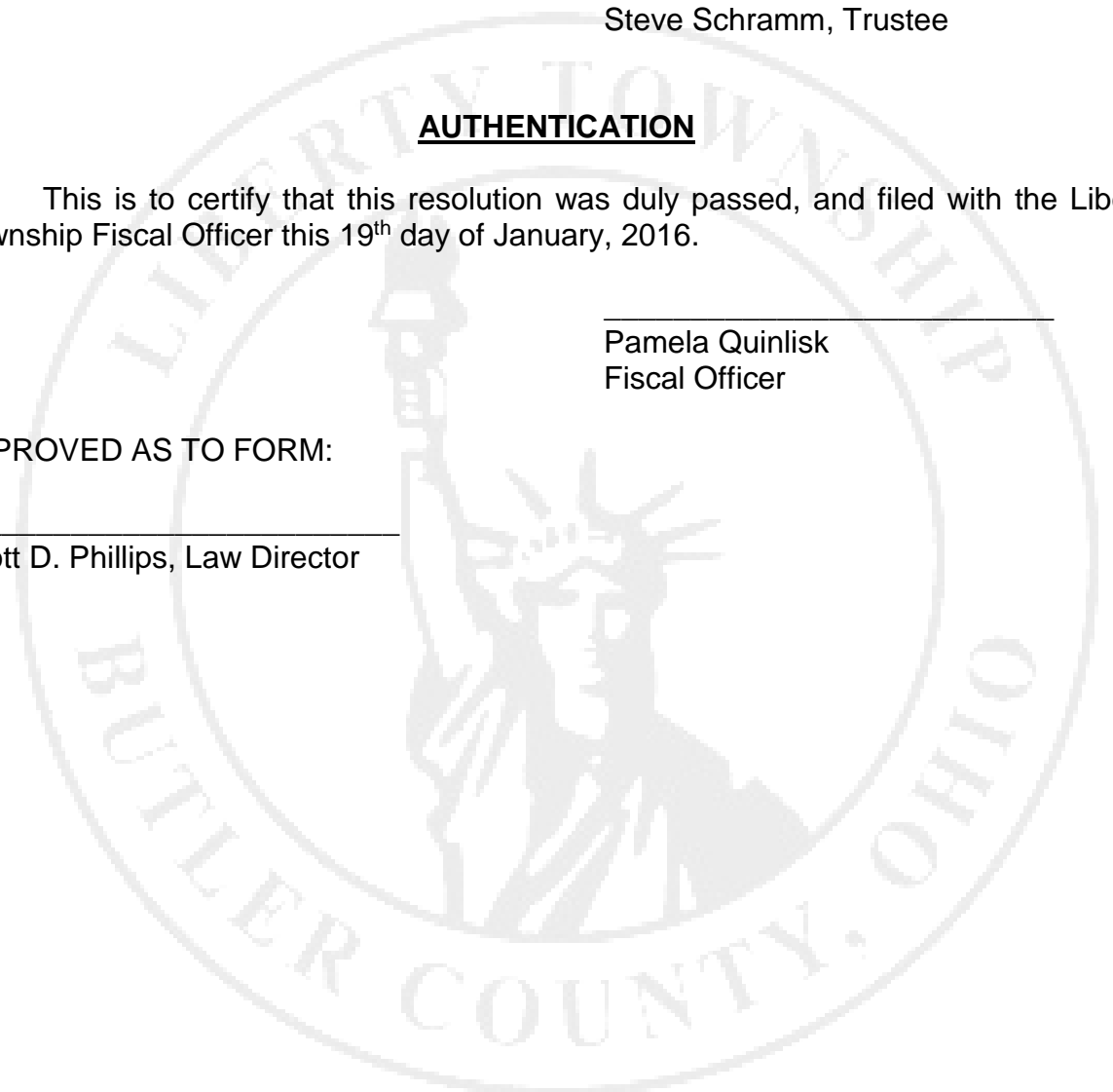
AUTHENTICATION

This is to certify that this resolution was duly passed, and filed with the Liberty Township Fiscal Officer this 19th day of January, 2016.

Pamela Quinlisk
Fiscal Officer

APPROVED AS TO FORM:

Scott D. Phillips, Law Director





Contact Information

Organization

URL

Street Address

Address 2

City

State

Postal
Code

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

Emergency Contact & Mobile Phone

Emergency Contact & Mobile Phone

Billing Contact

E-Mail

Phone

Ext.

Fax

Billing Address

Address 2

City

ST

Postal
Code

Tax ID #

Sales Tax
Exempt #

Billing Terms

Account
Rep

Info Required on Invoice (PO or Job #)

Contract Contact

Email

Phone

Ext.

Fax

Project Contact

Email

Phone

Ext.

Fax

CivicPlus Advantage Contract Terms and Conditions

CivicPlus Advantage Invoicing & Payment Terms

The following agreement terms apply to the CivicPlus Advantage Plan – whereby the initial project development fees and recurring fees are paid equally over a four (4) year period. See Exhibit A for complete details and fee options.

1. Billing for the CivicPlus Advantage Plan begins upon contract signing.
2. The CivicPlus Advantage Plan provides a fixed fee for an Agreement term of 48 months from the first date of billing. At 48 months, Client has the following options:
 - a. Contract for 12 months of standard Annual Services with CivicPlus. Base rate of \$4,000 (Annual Service Cost) is subject to a technology investment and benefit fee of not to exceed 5 percent (%) based on negotiations at that time of the total Annual Services costs beginning the fifth year of consecutive service.
 - i. After forty-eight (48) months of continuous service, Client is entitled to a no-cost redesign, details noted in Exhibit B. Redesigns that include additional features not available on the original website may be subject to additional charges. Additional features include, but are not limited to, additional modules and integration of third-party software.
 - b. Terminate services with CivicPlus by providing written notice as noted in Term 6.
3. Payment is due 30 days from date of invoice. 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).
4. 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.
5. If a client change in timeline causes CivicPlus to incur additional expenses (i.e. airline change fees), Client must agree in writing to reimburse CivicPlus for those fees. Not to exceed \$1,000 per CivicPlus resource per trip.

Agreement Renewal

6. This Agreement terminates at the end of the contract term unless written notice is provided by the Client within 60 days prior to the contract renewal date. The Contract Renewal Date is forty-eight (48) months after the original contract was signed by the Client. Renewal Options are listed in Term 2 of this Agreement.
7. In the event of early termination of the Agreement by the Client within the first twelve (12) months of the Agreement, full payment of the remainder of the total First Year fees are due within 30 days of termination. No further payments will be owed by the Client.
8. In the event of early termination of the Agreement by the Client after twelve (12) months, but before the expiration of the Agreement, Annual Services fees for year(s) two (2), three (3) and four (4) will be prorated and Client will be charged only for the time it remains as a Client of CivicPlus. Full payment of the remainder of the total First Year fees and prorated fees are due within 30 days of termination.

Ownership & Content Responsibility

9. Upon full and complete payment of submitted invoices for the Project Development and launch of the website, Client will own the Customer Content (defined as website graphic designs, the page content, all module content, all importable/exportable data, and all archived information).
10. 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.



Intellectual Property

11. Intellectual Property of the CivicPlus Government Content Management System (GCMS®) will remain the property of CivicPlus.
12. 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. 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.

Liabilities

13. CivicPlus will not be liable for any act, omission of act, negligence or defect in the quality of service of any third party not hired, supervised or affiliated with CivicPlus whose facilities or services are used in furnishing any portion of the service received by the Client.
14. 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 employed/contracted on the Client's behalf.
15. Client agrees that it is solely responsible for any solicitation, collection, storage, or other use of end-users' Personal Data on the website. Client further agrees that CivicPlus has no responsibility for the use or storage of end-users' Personal Data in connection with the website or the consequences of the solicitation, collection, storage, or other use by Client or by any third party of Personal Data.
16. CivicPlus shall utilize best efforts to protect the privacy and integrity of Client data, including but not limited to multiple redundant backups of Client data and redundant hardware and equipment used to store Client data. To be located in a secure facility.



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

CivicPlus

Date

Sign and E-mail the entire contract with exhibits to:

Contracts@CivicPlus.com

We will e-mail a counter-signed copy of the contract back to you so we can begin your project.

CivicPlus does not require a physical copy of the contract, however, if you would like a physical copy of the contract, mail one (1) copy of the contract with original signature to:

CivicPlus Contract Manager

302 S. 4th Street, Suite 500

Manhattan, KS 66502

Upon receipt of signed original, we will counter-sign and return the copy for your files.

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Exhibit A - CivicPlus Project Deliverables

All Quotes are in US Dollars and Valid for 60 Days from December 21, 2015

Project Development and Deployment	
<i>Initial GCMS® upgrades, maintenance, support and hosting – no additional cost</i>	\$23,299
<i>Server Storage not to exceed 30 GB</i>	
Project Enhancements	
4 Department Header Packages	Included
2 Days On-Site Project Kick-Off Consulting	
Municipality Discount	(-\$3,799)
Total First Year Fee	
	\$19,500

Annual Services (Continuing GCMS® Upgrades, Maintenance, Support and Hosting)	\$4,000
<i>Subject to annual 5% increase starting year 5 and beyond.</i>	

At the request of Client, CivicPlus agrees to redistribute their standardized pricing as follows:

	1st Year	2nd Year	3rd Year	4th Year
CivicPlus Advantage Annual Investment Payments	\$19,500	\$4,000	\$4,000	\$4,000
Client may terminate contract at the end of 48 months or select from options available in Term 2 of the Terms & Conditions				

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Exhibit A.1 Project Development Scope of Work

<p>Kick-Off</p> <p><u>Deliverable:</u> Project Timeline, training jump start information, online forms, two-day, on-site kick-off meeting</p> <p style="text-align: right;">1-2 weeks</p>	
<p>CivicPlus will:</p> <ul style="list-style-type: none"> • assign a project manager to this project • conduct a two-day, on-site Project Kick-off to review awarded contract • establish communication plan for the duration of the project effort • work with the Client to identify all key internal and external project stakeholders • develop project timeline • provide access to CivicPlus University (online training manuals, videos and other resources) for the Client staff 	<p>Client will:</p> <ul style="list-style-type: none"> • complete the following prior to Phase 1: Functionality and Design Form, Web Team Form and Content Form, Roles and Responsibilities Form and DNS Form • review and approve of project timeline within 5 business days • attend a kick-off meeting with key stakeholders or decision makers • if modifications are required after the review of the initial project timeline, Client has 10 business days to address the modifications and come to a consensus • approve the project timeline (limited to two reviews) prior to proceeding with the project • update the current primary live website content and delete any pages from the website that are no longer wanted or needed
<p>Phase 1: Website Optimization</p> <p><u>Deliverable:</u> Website Optimization Meeting</p> <p style="text-align: right;">4-6 weeks</p>	
<p>CivicPlus will:</p> <ul style="list-style-type: none"> • communicate status to the Client, key stakeholders and personnel via emails or phone calls as needed • review the goals and expectations submitted on the forms the Client completed to ensure the Client needs are clearly understood • gather preliminary design data for use 	<p>Client will provide:</p> <ul style="list-style-type: none"> • statistics from the current website from the past 12 months (optional) • pictures to be used in the overall design of the new website • a list of all divisions and/or departments within the organization • a list of third-party and in-house developed applications presently being utilized on the current website • a site map or outline of the current website's navigational structure if possible • a list of any content on the current primary website that must remain as is (verbatim) because of legal requirements
<p>Phase 2: Website Layout</p> <p><u>Deliverable:</u> Website grayscale layout and mood board color pallet presentation</p> <p style="text-align: right;">3-5 weeks</p>	
<p>CivicPlus will:</p> <ul style="list-style-type: none"> • present one custom layout in grayscale form and one mood board color palette based on the goals determined in the previous phase. The presented layout will show the placement of the navigation, graphic button and feature areas. The mood board will reflect the color and imagery that will represent the tone of the design • begin development of the website design upon layout and mood board approval 	<p>Client will:</p> <ul style="list-style-type: none"> • approve one layout and the mood board • review marketing packet material and guidelines • Website Layout billing milestone complete



<p>Phase 3: Website Reveal</p> <p><u>Deliverable:</u> Website design and production website. 3-5 weeks</p>	
<p>CivicPlus will:</p> <ul style="list-style-type: none"> • present a fully functional website on a production URL • migrate 200 content pages from www.liberty-township.com to the production URL • conduct a quality review of the website to ensure the functionality and usability standards are met • work with the Client to adjust design and content changes • work with the Client to prepare for training • migrate current plus the past three years Agendas & Minutes in Microsoft Word.DOC or Adobe PDF format 	<p>Client will:</p> <ul style="list-style-type: none"> • evaluate the website design and content and provide CivicPlus with feedback • collaborate with CivicPlus on proposed changes • revise the design according to the approved timeline • if revised design changes are requested after the design approval timeline date, the project's Go Live date will be adjusted out (training and billing milestones will remain as per approved timeline) • provide CivicPlus will all the necessary DNS items identified for the website
<p>Phase 4: 2 Days On-Site Implementation Training</p> <p><u>Deliverable:</u> 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. 3-4 weeks</p>	
<p>CivicPlus will:</p> <ul style="list-style-type: none"> • provide two days of on-site training to the Client before the website goes live (or at an agreed upon time for Client & CivicPlus) • train up to 12 Client staff members based on internal daily tasks and workflow • train staff members on how to use the GCMS®, update content pages and modules 	<p>Client will:</p> <ul style="list-style-type: none"> • provide a location for training with internet access • provide computers for staff to be trained on • Phase 4: Training billing milestone complete
<p>Phase 5: Go Live</p> <p><u>Deliverable:</u> Custom website launched to the public. 3-5 weeks</p>	
<p>CivicPlus will:</p> <ul style="list-style-type: none"> • address system issues and bugs that the Client finds • redirect the domain name to the newly developed website as per approved timeline 	<p>Client will:</p> <ul style="list-style-type: none"> • test and update the final site as per approved timeline • notify CivicPlus on any system issues or bugs found in the website
<p>Project Enhancements:</p> <p>4 Department Header Packages</p> <p>2 Days On-Site Project Kick-Off Consulting (Phase 1)</p> <p>2 Days On-Site Training (Phase 4)</p>	



Project Development and Deployment Includes the Following:

Modules	Functionality
<ul style="list-style-type: none"> • Activities • Agenda Center • Alerts Center & Emergency Alert Notification • Archive Center • Bid Postings • Blog • Business/Resource Directory • Calendar • Citizen Request Tracker™ (5 users) • Community Connection • Community Voice™ • Document Center • ePayment Center • Facilities & Reservations • Frequently Asked Questions • Forms Center • Healthy City • Info Advanced • Intranet • Job Apps • Job Postings • Locations • My Account • My Dashboard • News Flash • Notify Me® email and 500 SMS subscribers • Opinion Polls • Pages • Photo Gallery • Quick Links • Real Estate Locator • Spotlight • Staff Directory 	<ul style="list-style-type: none"> • Action Items Queue • Audit Trail / History Log • Automated PDF Converter • Automatic Content Archiving • Dynamic Breadcrumbs • Dynamic Sitemap • Expiring Items Library • Graphic Link Administration • Links Redirect • Menu Management • Mouse-over Menu Structure • Online Editor for Editing and Page Creation (WYSIWYG) • Online Web Statistics • Printer Friendly/Email Page • RSS • Site Layout Options • Site Search & Entry Log • Slideshow • Social Media Integration (Facebook, Twitter, Instagram) • User & Group Administration Rights • Web Page Upload Utility • Website Administrative Log

CivicPlus agrees to work with Client to provide a basic layout and enough functionality to move from their current website to the CivicPlus platform by 4/22/16. As part of this, Liberty Township acknowledges it will be critical to be responsive to CivicPlus' needs as they work to expedite the timeline where appropriate in order to meet this special deadline. Liberty Township understands that significant delays by the client will put this April launch date in jeopardy. Both CivicPlus and the Township agree to work in a collaborative spirit to achieve this goal and keep the lines of communication open as it relates to critical milestones and deadlines affecting this launch date.

Exhibit B – Basic Redesign of Website

**CivicPlus Project Development Services & Scope of Services for
CP Basic Redesign**

- New design for all items originally contracted for (main site, department headers and subsites)
- 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, 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 - Premium Included Hosting

Data Center	<ul style="list-style-type: none"> • Highly Reliable Data Center • Managed Network Infrastructure • On-Site Power Backup & Generators • Multiple telecom/network providers • Fully redundant Network • Highly Secure Facility • 24/7/365 System Monitoring
Hosting	<ul style="list-style-type: none"> • Automated GCMS® Software Updates • Server Management & Monitoring • Multi-tiered Software Architecture • Server software updates & security patches • Database server updates & security patches • Antivirus management & updates • Server-class hardware from nationally recognized provider • Redundant firewall solutions • High performance SAN with N+2 reliability
Bandwidth	<ul style="list-style-type: none"> • Multiple network providers in place • Unlimited bandwidth usage for normal business operations (does not apply in the event of a cyber attack) • 22 Gb/s burst bandwidth
Disaster Recovery	<ul style="list-style-type: none"> • Emergency After-hours support, live agent (24/7) • On-line status monitor at data center • Event notification emails • Guaranteed recovery TIME objective (RTO) of 8 hours • Guaranteed recovery POINT objective (RPO) of 24 hours • Pre-emptive monitoring for disaster situations • Multiple data centers • Geographically diverse data centers
DDoS Mitigation	<ul style="list-style-type: none"> • Defined DDoS Attack Process <ul style="list-style-type: none"> • Identify attack source • Identify type of attack • Monitor attack for threshold engagement

Exhibit D - Support and Maintenance

Support Services

CivicPlus' on-site support team is available from 7:00 am to 7:00 pm CT to assist clients with any questions, concerns or suggestions regarding the functionality and usage of CivicPlus' GCMS® and associated applications. The support team is available during these hours via CivicPlus' toll-free support number and e-mail. Support personnel will respond to calls as they arrive (under normal circumstances, if all lines are busy, messages will be returned within two hours; action will be taken on e-mails within four hours), and if Client's customer support liaison is unable to assist, the service escalation process will begin.

Emergency support is available 24-hours-a-day for designated, named Client points-of-contact, with members of both CivicPlus' project management and support teams available for urgent requests. Emergency support is provided free-of-charge for true emergencies (ie: website is down, applications are malfunctioning, etc.), though Client may incur support charges for non-emergency requests during off hours (ie: basic functionality / usage requests regarding system operation and management). The current discounted rate is \$175/hour.

CivicPlus maintains a customer support website that is accessible 24-hours-a-day with an approved client username and password.

Service Escalation Processes

In the event that CivicPlus' support team is unable to assist Client with a request, question or concern, the issue is reported to the appropriate CivicPlus department.

Client requests for additional provided services are forwarded to CivicPlus' Client Care personnel.

Client concerns/questions regarding GCMS® or associated application errors are reported to CivicPlus' technical team through CivicPlus' issue tracking and management system to be addressed in a priority order to be determined by CivicPlus' technical team.

All other requests that do not meet these criteria will be forwarded to appropriate personnel within CivicPlus' organization at the discretion of the customer support liaison.

Included Services:	
Support	Maintenance of CivicPlus GCMS®
7 a.m. – 7 p.m. (CST) Monday – Friday (excluding holidays)	Install Service Patches for OS
24/7 Emergency Support	System Enhancements
Dedicated Support Personnel	Fixes
Usability Improvements	Improvements
Integration of System Enhancements	Integration
Proactive Support for Updates & Fixes	Testing
Online Training Manuals	Development
Monthly Newsletters	Usage License
Routine Follow-up Check-ins	
CivicPlus Connection	

Exhibit E - CivicPlus Service Level Agreement

CivicPlus will use commercially reasonable efforts to make the GCMS® available with a Monthly Uptime Percentage (defined below) of at least 99.7%, in each case during any monthly billing cycle (the “Service Commitment”). In the event CivicPlus does not meet the Service Commitment, you will be eligible to receive a Service Credit as described below.

Definitions

- “Monthly Uptime Percentage” is calculated by subtracting from 100% the percentage of minutes during the month in which the GCMS, was “Unavailable.” Monthly Uptime Percentage measurements exclude downtime resulting directly or indirectly from any Exclusion (defined below).
- “Unavailable” and “Unavailability” mean:
 - The HTML of the home page of the site is not delivered in 10 seconds or less 3 times in a row when tested from inside our network and returns a status of 200.
 - The Main page of the site returns a status other than 200 or 302 3 times in a row.
- A “Service Credit” is a dollar credit, calculated as set forth below, that we may credit back to an eligible account.

Service Commitments and Service Credits

Service Credits are calculated as a percentage of the total charges paid by you (excluding one-time payments such as upfront payments) for the month accordance with the schedule below.

Monthly Uptime Percentage

Less than 99.7%

Service Credit Percentage

1% of one month’s fee

We will apply any Service Credits only against future payments otherwise due from you. Service Credits will not entitle you to any refund or other payment from CivicPlus. A Service Credit will be applicable and issued only if the credit amount for the applicable monthly billing cycle is greater than one dollar (\$1 USD). Service Credits may not be transferred or applied to any other account. Unless otherwise provided in the Client Agreement, your sole and exclusive remedy for any unavailability, non-performance, or other failure by us to provide the service is the receipt of a Service Credit (if eligible) in accordance with the terms of this SLA.

Credit Request and Payment Procedures

To receive a Service Credit, you must submit a claim by opening a case with Support. To be eligible, the credit request must be received by us by the end of the second billing cycle after which the incident occurred and must include:

1. the words “SLA Credit Request” in the subject line;
2. the dates and times of each Unavailability incident that you are claiming;
3. the affected Site domains; and
4. Any documentation that corroborate your claimed outage.

If the Monthly Uptime Percentage of such request is confirmed by us and is less than the Service Commitment, then we will issue the Service Credit to you within one billing cycle following the month in which your request is confirmed by us. Your failure to provide the request and other information as required above will disqualify you from receiving a Service Credit.

SLA Exclusions

The Service Commitment does not apply to any unavailability, suspension or termination of GCMS®, or any other GCMS® performance issues: (i) that result from a suspension; (ii) caused by factors outside of our reasonable control, including any force majeure event or Internet access or related problems beyond the demarcation point of CivicPlus; (iii) that result from any actions or inactions of you or any third party; (iv) that result from your equipment, software or other technology and/or third party equipment, software or other technology (other than third party equipment within our direct control); (v) that result from any maintenance as provided for pursuant to the Client Agreement; or (vi) arising from our suspension and termination of your right to use the GCMS® in accordance with the Client Agreement (collectively, the “SLA Exclusions”). If availability is impacted by factors other than those used in our Monthly Uptime Percentage calculation, then we may issue a Service Credit considering such factors at our discretion.

Disaster Recovery Feature Service Commitment

CivicPlus will use commercially reasonable efforts to make insure that in the event of a disaster that make the Primary data center unavailable (defined below) Client site will be brought back online at a secondary data center (the "Service Commitment"). In the event CivicPlus does not meet the Service Commitment, you will be eligible to receive a Service Credit as described below.

Definitions

- "Datacenter availability" is determined by inability to provide or restore functions necessary to support the Service. Examples of necessary functions include but are not limited Cooling, Electrical, Sufficient Internet Access, Physical space, and Physical access.
- A "Service Credit" is a dollar credit, calculated as set forth below, that we may credit back to an eligible account.
- Recovery Time Objective (RTO) is the most anticipated time it will take to bring the service back online in the event of a data center event.
- Recovery Point Objective (RPO) the amount of data lost that is considered acceptable.

Service Commitments and Service Credits

Service Credits are calculated as a percentage of the total charges paid by you (excluding one-time payments such as upfront payments) for the month accordance with the schedule below.

Recovery Time Objective	Service Credit Percentage
8 Hours	10% of one month's fee
Recovery Point Objective	Service Credit Percentage
24 Hours	10% of one month's fee