

THE STATE OF TEXAS §
§
COUNTY OF HIDALGO §

SERVICE CONTRACT
C-07-348-10-30

THIS CONTRACT is made and entered into this 30th day of October, 2007 by and between the **County of Hidalgo, Texas** ("County"), and **Icon Enterprises, d/b/a CivicPlus** a Kansas Corporation. ("Company").

WHEREAS, Company responded to advertised notices for proposals for "**Website Development Designer Services**" (the "Services"); and

WHEREAS, Company submitted a proposal to provide services in accordance with the specifications, a copy of such requirements is being attached hereto as Exhibit "A" and respectively, and incorporated herein for all purposes (the "Requirements"); and

WHEREAS, in recognition of and in consideration of Company's agreement to perform the Services in accordance with Specifications, the Commissioners Court of County awarded the propoal to Company.

NOW, THEREFORE, in mutual consideration of the foregoing and the further consideration of the following, the parties hereto agree as follows:

1. County and Company hereby agree that this Contract is entered into in order to provide the Services to **Hidalgo County** . This Contract does not extend to any third parties any duties or benefits conferred in any manner hereunder or otherwise.
2. Company hereby promises and agrees to render and provide, during the term of this Contract, and shall be obligated to render and provide the services in accordance with the Specifications within **Hidalgo County** following a request for Services by the **Hidalgo County**

or his designated agent. Company agrees in performing the Services that it will use proper professional standards, comply with any and all appropriate laws and regulations in providing the Services, and devote such time as is necessary to safely and efficiently provide the Services.

3. This Contract shall be for a period of **two (2) years**, commencing **October 30, 2007** and expiring on **October 30, 2009**, with County's option to renew for one (1) year term, under the same rates, terms, and conditions. County also reserves the right to continue this bid for an additional sixty (60) day Grace Period, under the same rates terms and conditions.

4. As a condition of this Contract, Company shall hold and maintain throughout the term of this Contract all licenses and permits required, or which may be required by any authority during the term hereof to provide the Services.

5. All trucks or vehicles operated by the Company to perform the Services shall contain all equipment required by any authority to operate on streets and roads and all persons in the employ of Company who operate such trucks or vehicles shall have the required licenses, qualifications, skill and expertise to perform such Services and shall comply with all laws, rules and regulations prescribed by any agency or authority having jurisdiction with regard to the operation of such trucks or vehicles in providing the Services.

6. As consideration for rendering the Service provided for in this Contract, the County agrees to pay Company the amounts specified in Exhibit "B" ("Fee Schedule"), attached hereto payable against written invoice submitted by Company.

7. Company shall provide insurance in force on all its vehicles and all persons connected with providing services under this Contract naming County as an additional insured (with the coverages and in the amounts described on Exhibit "C" attached hereto and incorporated herein at this point for all purposes), and shall furnish to County certificates of such

insurance coverage.

8. Company shall provide a sufficient number of trucks, vehicles, personnel and equipment available to safely and efficiently provide the Services.

9. Company shall indemnify and hold harmless County, its elected officials, employees and agents from any and all claims, damages, losses, and expenses including attorney's fees for the defense of any action against County arising out of, resulting from, or connected with the provision of the Service by Company under this Contract. Said indemnity shall cover any act or failure to act by the Company, its agents or employees.

10. This Contract shall not be assignable in whole or in part by either party without prior written consent of the other party.

11. It is expressly agreed that this Contract and the performance by the parties hereunder does not create any agency relationship or master-servant relationship, that County has no supervision of the performance of the Services provided by Company, and that Company is an independent contractor under this Contract.

12. Any notice required or permitted to be given hereunder shall be in writing and shall be delivered personally or sent by certified mail, postage prepaid, as set forth below:

If to County: **The County of Hidalgo
Attn: County Judge
100 E. Cano
Edinburg, Texas 78539**

If to Company **Icon Enterprises, d/b/a CivicPlus
Attn: Ashley Fruechting, Regional Director of Sales
317 Houston Suite E
Manhattan, Kansas 66502**

13. In case any one or more of the provisions contained in this Agreement shall for any reason be held to be invalid, illegal or unenforceable in any respect, such invalidity, illegality,

or unenforceability shall not affect any other provision thereof and this Agreement shall be construed as if such invalid, illegal, or unenforceable provision had never been contained herein.


14. This Agreement may be terminated by either party without cause upon thirty (30) days written notice.

15. This Agreement shall be binding upon and inure to the benefit of and be enforceable by the parties hereto and their respective heirs, executors, administrators, legal representatives, successors, and assigns where permitted by this Agreement.

16. This Agreement shall be governed by and construed in accordance with the laws of the State of Texas and shall be performable in Hidalgo County.

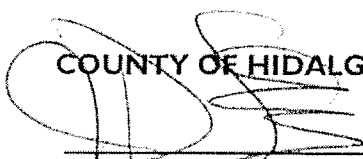
WITNESS our hands in duplicate originals this ____ day of ____, 2007.

**APPROVED AS TO FORM:
ATLAS & HALL, LLP**

By: 


Stephen L. Crain

**APPROVED BY COMMISSIONERS COURT
ON: OCTOBER 30, 2007**



COUNTY OF HIDALGO, TEXAS
Juan D. Salinas, III, County Judge

ATTEST:



Arturo Guajardo, Jr., County Clerk

COMPANY: Icon Enterprises, d/b/a CivicPlus

By: 

Printed Name: Ashley Freyking

Title: Regional Director of Sales



EXHIBIT "A"
SCOPE OF
SERVICES/REQUIREMENTS

EXHIBIT A
SCOPE OF SERVICES/REQUIREMENTS
RFP NO: 2007-348-09-05
“WEBSITE DEVELOPMENT DESIGNER SERVICES”

Overview:

Hidalgo County is soliciting proposals for the design and development of a new Website. Hidalgo County desires to have a Website that will more effectively provide the citizens of Hidalgo County a robust website that is easy to navigate and find the desired content as well as providing Hidalgo County Departments with a secure and easy method of maintaining frequently updated portions of their website via user friendly administration consoles. The site should be creative and innovative, while at the same time providing a look and Web environment that is appropriate for Hidalgo County.

1. Must be qualified in Website Development Design.
2. Must have experience relevant to Website Development Design.
3. Must have staffing adequate to devote and assign proper personnel to perform and render all the services requested for Website Development Design.
4. Overall understanding of the “Project” as detailed in scope of work/services.
5. Primary Website content will be available in both English (default) and Spanish (user option).
6. Must describe, detail the steps they intend to follow in site development, including evaluation, design, approvals, testing and implementation.
7. Specify amount of time for completion of the requested “Redesign Website”.
8. Brief test overview and easy and clean navigation layout.
9. Upcoming Events Calendar-content must be database driven with ability for authorized users to post items for approval-Hidalgo County Website Administrator must have ability to authenticate posting of populated items on homepage or Department sub-pages.
10. News and Announcements-Contents must be database driven with ability for authorized users to post items for approval-Hidalgo County Website Administrator must have ability to authenticate postings of populated items on homepage or Department sub-pages.
11. Media Gallery-Content must be database driven with ability for authorized users to post items for approval-Hidalgo County Website Administrator must have ability to authenticate posting of populated items on homepage or Department sub-pages.
- 12. *Departments***
13. City Maps
14. The County’s Past (History)
15. Heritage/Culture
16. Activities-Shopping-Birding/Nature
17. Travel & Transportation About Hidalgo County
18. Weather, Climate, Population and other facts (important hone numbers, etc.)
19. Linked to related sites

20. Search site

21. *Departments*

Style sheet should allow consistent design elements throughout the website with the ability to modify header and primary elements of each department page to create a unique department identity that still compliments and flows with the primary website theme. Department Page elements frequently updated content must be database driven with ability for authorized user to post items for approval. Hidalgo County Website Administrator must have ability to authenticate posting of the populated items to the Department sub-page, and/or the Hidalgo County homepage. Possible components that Departments may require include but are not limited to:

- News and Announcements
- Calendar of Events
- Bids
- Photo Gallery
- Directory
- Document Upload and Posting
- Employment Postings

Cost:

Proponents must provide line item pricing for all functionalities requested in the scope of work/requirements including design, migration of existing components, additional components, and software acquisitions required to complete the website redesign and implementation of the design of the new website. Pricing should also include hourly rates for key services such as design, programming and other technical services, available after completion of the scope of work. Proponents should specify each hardware component with the recommended configurations if additional hardware is needed beyond what is currently available. Any additional hardware, software component must be reviewed and approved by Hidalgo County IT Department.

Technical Requirements:

Website Content Management System must be SSL protected with 2-tier population and authentication ability. Tier 2 may post items to the pre-defined components for their department. Tier 1 is the site administrator and must be automatically notified via email when a department submission for publishing to the website. Tier 1 must also have ability to maintain Tier 2 users and passwords as well as authority to determine where authenticated content will ultimately publish within the website.

Please provide Vendor responses to the following technical of concern:

- 1) In what language will vendor program the website code and what is your rationale?

- 2) How will the Administration Console function for the frequently updated portions of the website? Please provide screenshots of the CMS System that will be utilized.

- 3) What other projects have you completed that utilize Content Management Systems of multiple tiers?

- 4) How will additional services be provided by vendor, including feature requests, updates and maintenance that are not possible via CMS?

- 5) What type of training, support and documentation will be provided by vendor for the authorized CMS users?

- 6) Is your Data center staffed 24/7 and do they provide proactive monitoring?

- 7) What connections and redundancy are in place for your outbound links? Who provided them and what speed?

- 8) What is your router hardware and maker?

- 9) What security practices have been implemented for your servers and at your facility? Do you use third party security auditors?

- 10) Is the server and facility equipped with redundant network equipments, power grid

and storage devices?

- 11) Will we be hosted on a shared or dedicated server? Do we have separate servers for web, email, dns, and databases?

EXHIBIT "B"
FEE SCHEDULE

Project Estimate

Provided below is a project estimate based upon your RFP. Others options might also be advisable for consideration. As you review your needs, you may decide some services will be phased in at a later time or you may decide to add more services earlier. A final project estimate is negotiable to best design a site that meets your communication goals and objectives.

Consulting, Design, Setup, Programming and Training Options	
One-time Cost (See Project Details)	\$29,800

Included Modules					
	Monthly Fee	One-time Fee		Monthly Fee	One-time Fee
<input checked="" type="checkbox"/> Archive Center	\$ Included	\$ Included	<input checked="" type="checkbox"/> Opinion Poll	\$ Included	\$ Included
<input type="checkbox"/> Banner Development - Add'l	\$	\$	<input type="checkbox"/> Photo Gallery	\$	\$
<input checked="" type="checkbox"/> Bid Posting	\$	\$	<input checked="" type="checkbox"/> Quicklinks	\$ Included	\$ Included
<input type="checkbox"/> Blog	\$	\$	<input type="checkbox"/> RequestTracker for ____ users	\$	\$
<input checked="" type="checkbox"/> Business Directory	\$ Included	\$ Included	<input checked="" type="checkbox"/> RSS	\$ Included	\$ Included
<input checked="" type="checkbox"/> Document Center	\$ Included	\$ Included	<input type="checkbox"/> Slideshow	\$	\$
<input checked="" type="checkbox"/> Dynamic Breadcrumbs	\$ Included	\$ Included	<input checked="" type="checkbox"/> Staff Directory	\$ Included	\$ Included
<input checked="" type="checkbox"/> Dynamic Sitemap	\$	\$	<input type="checkbox"/> Other:	\$	\$
<input type="checkbox"/> E-Commerce	\$	\$	Admin. Modules & Services		
<input checked="" type="checkbox"/> Events Calendar	\$ Included	\$ Included	<input type="checkbox"/> Additional Domains	\$	\$
<input checked="" type="checkbox"/> FAQ	\$ Included	\$ Included	<input type="checkbox"/> Automated pdf converter	\$	\$
<input type="checkbox"/> Forms Development Tool	\$	\$	<input checked="" type="checkbox"/> Links Redirect	\$ Included	\$ Included
<input checked="" type="checkbox"/> Intranet	\$	\$	<input checked="" type="checkbox"/> Online Web Statistics	\$ Included	\$ Included
<input checked="" type="checkbox"/> Job Posting	\$ Included	\$ Included	<input checked="" type="checkbox"/> Printer Friendly	\$ Included	\$ Included
<input checked="" type="checkbox"/> News Flash	\$ Included	\$ Included	<input checked="" type="checkbox"/> Rotating Content	\$ Included	\$ Included
<input checked="" type="checkbox"/> Notify Me Email Subscription	\$ Included	\$ Included	<input checked="" type="checkbox"/> Search Engine Registration	\$ Included	\$ Included
<input type="checkbox"/> Online Job Application	\$	\$	<input checked="" type="checkbox"/> Site Search & Entry Log	\$ Included	\$ Included
			<input checked="" type="checkbox"/> Website Administrative Log	\$ Included	\$ Included

<p>Content Management System and Website Management Include:</p> <ul style="list-style-type: none"> • Mouse-over menu structure, author and publisher rights, options for site layout, rotating content, dynamic page components. • Online Editor – allows for online editing and page creation • Web Page Wizard – create web pages easily with preformatted options • Web Page Upload Utility – allows for the upload of web pages • Site Search log – allows you to research site search entries on your site • Action Items – items that need attention are automatically in a queue • Menu Management – add new menu items easily.

MEMORANDUM
(IMMEDIATE REVIEW AND RESPONSE REQUIRED)

To: Ashley Fruechting, Regional Director Of Sales
CivicPlus

From: Vangie Y. Garcia, Buyer II for:
Martha L. Salazar, CPPB, Purchasing Agent
Hidalgo County Purchasing Department

Date: October 24, 2007

Re: Best and Final Offer - "Hidalgo County-Website Development Designer Services"
RFP NO: 2007-348-09-05-VYG

Pursuant to today's conference call meeting, a discussion was held regarding any concerns and/or questions in connection with the above-referenced project. IT Department Director, Renan Ramirez went over what the project entailed. Another point that was expressed was regarding the insurance requirements that CivicPlus must comply to in order to be in compliance (Please refer to the packet-Exhibit C-Insurance Requirements). Also, the CIQ Form, form must be recorded at Hidalgo County Clerk's Office (Please refer to the packet-Exhibit D) and in the Legal Terms-Line Item Number 20. it discloses more detailed information regarding the CIC Form.

And finally, the request for CivicPlus "Best and Final Offer" was discussed. Your original proposal is at \$29,800 and at this time Hidalgo County is requesting for consideration a "Best and Final Offer" for the proposed scope of work and services for the above-referenced project.

We request that you submit a proposed your "Best And Final Offer" by today, Wednesday, October 24, 2007, by 2:00 P.M., or sooner, in order to proceed in placing on the agenda for the following Commissioner's Court date of Tuesday, October 30, 2007, for approval of the "Best And Final Offer" and approval of the "Contract".

If you have any questions, please call me at (956) 292-7000-Extension 4856. Thank you.

Best and Final Offer: \$ 129,600

Signed: *Martha L. Salazar*

Title: *Director of Civic Services*

Printed Name: *Martha L. Salazar*

EXHIBIT "C"
INSURANCE REQUIREMENTS

NOV. 13. 2007 3:16PM

CHARLSON & WILSON INS

NO. 3476

P. 2/7
11/13/2007

AGENCY CERTIFICATE OF LIABILITY INSURANCE

PRODUCER (785)537-1600 FAX (785)537-1657
 Charlson Wilson Ins Agency
 555 Poyntz Avenue, Suite 205
 P.O. Box 1989
 Manhattan, KS 66505-1989

THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES BELOW.

INSURED Icon Enterprises, Inc. DBA Civic Plus
 and DBA Networks Plus
 317 Houston Street
 Manhattan, KS 66502

INSURERS AFFORDING COVERAGE		NAIC #
INSURER A:	Hartford Insurance Group	
INSURER B:		
INSURER C:		
INSURER D:		
INSURER E:		

COVERAGES

THE POLICIES OF INSURANCE LISTED BELOW HAVE BEEN ISSUED TO THE INSURED NAMED ABOVE FOR THE POLICY PERIOD INDICATED. NOTWITHSTANDING ANY REQUIREMENT, TERM OR CONDITION OF ANY CONTRACT OR OTHER DOCUMENT WITH RESPECT TO WHICH THIS CERTIFICATE MAY BE ISSUED OR MAY PERTAIN, THE INSURANCE AFFORDED BY THE POLICIES DESCRIBED HEREIN IS SUBJECT TO ALL THE TERMS, EXCLUSIONS AND CONDITIONS OF SUCH POLICIES. AGGREGATE LIMITS SHOWN MAY HAVE BEEN REDUCED BY PAID CLAIMS.

INSR	ADDT	TYPE OF INSURANCE	POLICY NUMBER	POLICY EFFECTIVE DATE (MM/DD/YY)	POLICY EXPIRATION DATE (MM/DD/YY)	LIMITS
A		GENERAL LIABILITY <input checked="" type="checkbox"/> COMMERCIAL GENERAL LIABILITY <input type="checkbox"/> CLAIMS MADE <input checked="" type="checkbox"/> OCCUR <input checked="" type="checkbox"/> Blnkt Contractual GENL AGGREGATE LIMIT APPLIES PER: <input checked="" type="checkbox"/> POLICY <input type="checkbox"/> PER SECT <input type="checkbox"/> LOC	37SBAAM8566	05/17/2007	05/17/2008	EACH OCCURRENCE \$ 1,000,000 DAMAGE TO RENTED PREMISES (Per occurrence) \$ 300,000 MED IDP (Any one person) \$ 10,000 PERSONAL & ADV INJURY \$ 1,000,000 GENERAL AGGREGATE \$ 2,000,000 PRODUCTS - COLL/PROP AGG \$ 2,000,000
A		AUTOMOBILE LIABILITY <input checked="" type="checkbox"/> ANY AUTO <input type="checkbox"/> ALL OWNED AUTOS <input type="checkbox"/> SCHEDULED AUTOS <input checked="" type="checkbox"/> HIRED AUTOS <input checked="" type="checkbox"/> NON-OWNED AUTOS	37UECTZ7974	05/17/2007	05/17/2008	COMBINED SINGLE LIMIT (Per accident) \$ 500,000 BODILY INJURY (Per person) BODILY INJURY (Per accident) PROPERTY DAMAGE (Per accident)
		GARAGE LIABILITY <input type="checkbox"/> ANY AUTO				AUTO ONLY - EA ACCIDENT \$ OTHER THAN AUTO ONLY: EA ACC \$ AGG \$
		EXCESS/UMBRELLA LIABILITY <input type="checkbox"/> OCCUR <input type="checkbox"/> CLAIMS MADE <input type="checkbox"/> DEDUCTIBLE <input type="checkbox"/> RETENTION \$				EACH OCCURRENCE \$ 41. AGGREGATE \$
A		WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? If yes, describe under SPECIAL PROVISIONS below	37WECPA9652 KANSAS	05/17/2007	05/17/2008	<input checked="" type="checkbox"/> WC STATUTORY LIMITS <input type="checkbox"/> OTHER E.L. EACH ACCIDENT \$ 100,000 E.L. DISEASE - EA EMPLOYEE \$ 100,000 E.L. DISEASE - POLICY LIMIT \$ 500,000
A		OTHER Errors & Omissions Liability	37SBAAM8566	05/17/2007	05/17/2008	\$2,000,000 per claim \$2,000,000 aggregate \$25,000 retention

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES / EXCLUSIONS ADDED BY ENDORSEMENT / SPECIAL PROVISIONS
 Hidalgo County is hereby named as an additional insured on a primary and non-contributory basis as it pertains to the Insured's work and operations as its interest may appear herein.

CERTIFICATE HOLDER

Hidalgo County
 100 E. Cano
 Edinburg, TX 78539

CANCELLATION

SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, THE ISSUING INSURER WILL ENDEAVOR TO MAIL 30 DAYS WRITTEN NOTICE TO THE CERTIFICATE HOLDER NAMED TO THE LEFT, BUT FAILURE TO MAIL SUCH NOTICE SHALL IMPOSE NO OBLIGATION OR LIABILITY OF ANY KIND UPON THE INSURED, ITS AGENTS OR REPRESENTATIVES.

AUTHORIZED REPRESENTATIVE
 Elizabeth Smoller Elizabeth Smoller

F. Authority for the Purchasing Department to negotiate a professional Engineer Services Contract with the No.1 ranked firm of Raba Kisner for the provision of Engineer Services for Hidalgo County New Government Facility.

On motion of Commissioner Palacios, seconded by Judge Salinas, the Court made a UNANIMOUS vote of approval for Raba Kisner.

9. **Presentation for discussion, acceptance, and approval of the final negotiated contract (including best and final offer" (subject to legal review) with CivicPlus, Inc. for RFP NO: 2007-348-09-05-VYG-Hidalgo County-Website Development Designer Services" Project.**

On motion of Commissioner Palacios, seconded by Commissioner Flores, the Court made a UNANIMOUS vote of approval subject to legal review.

At this time Commissioner Handy returns to the Court.

At this time the Court discussed item #16-A4.

At this time Commissioner Palacios steps out of the Court.

10. **A. Requesting approval to replace cell phones for the following Elected Officials, Departments and/or Programs under the Texas Facilities Commissions' awarded vendors through - DIR TELEO6-27-03/ TEXAN 2000 SPR-W contract.**
1. Tax Office for Armando Barrera in the amount of \$149.99 for one Man-20 cell phone under requisition #120025 to replace phone that is not working properly.
 2. Pct. #3 for Sabas Sandoval and Marcello Garza in the amount of \$169.99 per phone under requisition #120421 to replace damaged phones.

On motion of Commissioner Flores, seconded by Commissioner Garza, the Court made a UNANIMOUS vote of approval on items #1 & 2 for Sabas Sandoval only.

B. Requesting approval for the purchase of cell phones through forfeiture funds for the Sheriffs office through P.O. # 593692 due to urgency to replace non-functioning phones needed for work purposes. Replacement of one phones is for:

1. Sanyo 2400 in the amount of \$169.99 one (1) unit.
2. TREO 700 in the amount of \$649.99 one (1) phone.

On motion of Commissioner Flores, seconded by Commissioner Garza, the Court made a UNANIMOUS vote of approval on items #1 & 2.

11. **389th District Court:
Request approval to remove the following fixed asset from inventory:
CPU Intel P-4 2 GHZ Mini-tower (Asset #39684)**

On motion of Commissioner Flores, seconded by Commissioner Garza, the Court made a UNANIMOUS vote of approval.