

STATE OF ILLINOIS, } ss.
COUNTY OF WINNEBAGO }

I, LORI GUMMOW, County Clerk in and for said County, in the State aforesaid, do hereby certify that I have compared the foregoing attached copy of:

RESOLUTION AWARDING EMERGENCY/NON-EMERGENCY
NOTIFICATION SYSTEM AGREEMENT

with the original document which is on file in my office; and found it to be a true, perfect and complete copy of the original document.

IN TESTIMONY WHEREOF, I have hereunto set my hand and affixed the seal of said County, at my office in the City of Rockford, in said County,

This 26TH DAY OF APRIL, 2019.

LORI GUMMOW, Winnebago County Clerk

BY: Angela Reina Deputy County Clerk



RESOLUTION
of the
COUNTY BOARD OF THE COUNTY OF WINNEBAGO, ILLINOIS

Submitted by: Operations and Administrative Committee

2019 CR 049

RESOLUTION AWARDING EMERGENCY/NON-EMERGENCY NOTIFICATION SYSTEM AGREEMENT

WHEREAS, the County of Winnebago currently operates CityWatch, an unsupported and end-of-life emergency / non-emergency notification system that requires replacement; and

WHEREAS, since activation over ten years ago, CityWatch has served as the mass notification system for Winnebago County for both emergency and non-emergency notification needs; and

WHEREAS, the Code of Ordinances for the County of Winnebago, Illinois, provides as in Section 2-357 (b) (1), Conditions for use. All procurements whose value equals or exceeds the competitive bidding threshold of \$25,000.00 shall be awarded by competitive sealed bidding in accordance with this section except as otherwise provided in 2-357(c) (Request for Proposals), 2-357(d) (Professional Services), 2-357(e) (Sole-Source), 2-357(f) (Emergency Procurements), 2-357 (g) (Cooperative Joint Purchasing) or as provided by State statute; and

WHEREAS, provider, CivicPlus, Inc., is under the Federal General Services Administration (GSA) contract #GS-35F-0124U which provides for the lowest contracted annual rates available; and

WHEREAS, the Operations and Administrative Committee of the County Board for the County of Winnebago, Illinois, has reviewed Exhibit A - GSA contract agreement and Exhibit B - multiyear services pricing, received for the aforementioned services and recommends awarding the agreement as follows:

Emergency / Non-Emergency Notification System Services

WHEREAS, the Operations and Administrative Committee has determined that the funding for the aforementioned purchase shall be paid as follows:

19500-42491

NOW, THEREFORE, BE IT RESOLVED, by the County Board of the County of Winnebago, Illinois, that the County Board Chairman is authorized to execute a five (5) year agreement with CIVICPLUS, INC. 302 SOUTH 4th STREET SUITE 500, MANHATTAN, KANSAS 66502, in substantially the same form as that attached hereto as Resolution Exhibit A, for annual amounts of \$48,600 for year one, \$40,000 for year two, \$41,200 for year three, \$42,436 for year four, and \$43,709 for year five.

BE IT FURTHER RESOLVED, that this Resolution shall be in full force and effective immediately upon its adoption and the Clerk of the County Board is hereby authorized to prepare and deliver certified copies of this Resolution to the Chief Information Officer, Director of Purchasing, Finance Director, County Board Office and County Auditor.

Respectfully Submitted,
OPERATIONS & ADMINISTRATIVE COMMITTEE

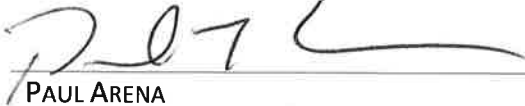
AGREE

DISAGREE



KEITH McDONALD, CHAIRMAN

KEITH McDONALD, CHAIRMAN



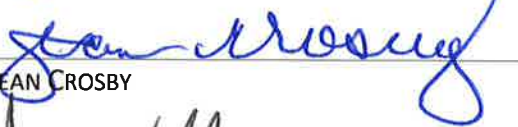
PAUL ARENA

PAUL ARENA



JOHN BUTITTA

JOHN BUTITTA



JEAN CROSBY

JEAN CROSBY



JOE HOFFMAN

JOE HOFFMAN



DOROTHY REDD

DOROTHY REDD

JAIME SALGADO

JAIME SALGADO

The above and foregoing Resolution was adopted by the County Board of the County of

Winnebago, Illinois this 25th day of April 2019.



FRANK HANEY

CHAIRMAN OF THE COUNTY BOARD
OF THE COUNTY OF WINNEBAGO, ILLINOIS

ATTESTED BY:



LORI GUMMOW

CLERK OF THE COUNTY BOARD
OF THE COUNTY OF WINNEBAGO, ILLINOIS



Executive Summary

Date: April 18, 2019
To: Operations and Administrative Committee
Prepared by: WinCo DoIT & Purchasing Department
Subject: Emergency/Non-Emergency Notification System Services

Background:

The current County ENS/NENS system is called CityWatch and is supplied by Avtex Solutions. This system has been operating 10+ years and is an on-site hosted solution. The system is end of life and is no longer supported as of October 2018. Since Avtex Solutions was acquired by Onsolve, WinCo DoIT has been maintaining the system. The current system could fail at any time and become unusable, whereas notifications for flooding, train derailments, chemical spills, closures, active shooters, Orders for Protection and other ENS / NENS events will no longer be possible.

During the latter part of 2018 and early 2019, DoIT's Gus Gentner and Dan Magers performed a review of various cloud based Software as a Service (SaaS) ENS/NENS providers. The focus was on four vendors on the General Services Administration contract schedule of approved Government vendors: CivicPlus, CodeRed, AT&T Global Smart Messaging and Everbridge - all leaders in the ENS / NENS space.

Recommendation:

DoIT recommends a cloud based solution, and CivicPlus is an immediate, multi-channel, API integrated communication solution. This solution will allow the County to reach the citizens, visitors and employees, no matter where they are in the County. Whether communicating routine or emergency news, CivicPlus will allow us, to within seconds, alert recipients with actionable information using a single interface, easily amplifying the reach of time-sensitive messages. From automated messaging to powerful mobile apps, CivicPlus offers flexibility to allow the County to quickly create and distribute news and information, whether it is in response to a local crisis, or simply a routine or internal communication. CivicPlus GSA contract number is GS-35F-0124U.

Staff Follow-Up:

Purchasing Department will route for signatures, the CivicPlus service agreement with the COUNTY OF WINNEBAGO (**Exhibit A**). DoIT will issue a PO, yearly to CivicPlus. Fully Executed Vendor Agreement will be filed with executed Resolution in the Clerk's Office.



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	Annual	Account Rep
Info Required on Invoice (PO or Job #)		
Contract Contact		Email
Phone	Ext.	Fax
Project Contact		Email
Phone	Ext.	Fax

GSA CivicPlus Statement of Work

Labor Category	GSA Hourly Rate with IFF	Hours	Total Cost
Website Consultant	\$149.01	0	\$0.00
Project Manager	\$135.86	65	\$8,830.90
Network Consultant	\$135.86	0	\$0.00
Wireless Network Technician	\$135.86	0	\$0.00
Programmer	\$131.48	54	\$7,099.92
Graphic Designer	\$109.57	15	\$1,643.55
Writer	\$109.57	0	\$0.00
Server and Network Technician	\$109.57	177	\$19,393.89
Trainer	\$109.57	0	\$0.00
PC Technician	\$89.41	0	\$0.00
Content Developer	\$80.64	147	\$11,854.08
Subtotal			\$48,822.34
Discount			(\$222.34)
Total First Year Fee			\$48,600.00

CivicReady	First Year Fees	Annual Services*
CivicReady Implementation – Implementation – Solution implementation includes portal customization, website embeds, data import and web-based training.	\$8,600	N/A
CivicReady – Mass Notification -Solution hosting -Unlimited access for an unlimited number of admins, users and groups -Unlimited SMS, Voice Call, Email and Social Media notifications with supported multi-media -Unlimited quick launch templates -ESRI integrated mapping tools -Ad-Hoc Messaging -Notification test environment -Two-way Communication via email and SMS	\$40,000	\$40,000
Automated Alerts Automated Alerts received from the National Weather Service and dispersed to subscribers by geo-location.	Included	Included
IPAWS Access to the Integrated Public Alert and Warning System to disperse emergency notifications via EAS, WEA, NOAA weather radios and various internet services.	Included	Included

Conference Bridge Instantly connect decision makers to one another on a unified call to enable urgent next step planning during a crisis.	Included	Included
Mobile App Accessible to citizens and administrators and users. Citizens receive emergency and routine notifications via push notification while administrators launch the notifications from anywhere.	Included	N/A
Two-Way Communication/IVR Leverage voice alerts to conduct polling and surveys for effective two-way communication with internal groups and teams.	Included	Included
Residential Database Verified residential contact records including names, addresses and phone numbers to leverage during emergency communications.	Included	Included
Support – Q&A, troubleshooting and user assistance. Emergency support is 24/7/365.	Included	Included
Training and Consultation – Custom dedicated training for organization employees via web-based conferencing.	Included	Included
Online Resources – Online group training via video demo or webinar. Demonstrative video library available 24/7 to each user.	Included	Included
Total	\$48,600	\$40,000*

***Pricing tier assigned based on user and support requirements. Recurring subscription pricing is subject to normal product pricing changes not to exceed an increase of 3% per year. CivicPlus hereby provides limited license to Client to utilize CivicReady software (the "Service") for the term of this SOW #1 In consideration of the payments described herein, Client shall be responsible for all activity occurring under Client's account(s) and shall abide by all applicable laws and regulations in connection with the use of any service or license provided under this SOW #1. Client shall: (i) notify CivicPlus immediately of any unauthorized use of any password or account or any other known or suspected breach of security; (ii) report to CivicPlus immediately and use reasonable efforts to stop immediately any copying or distribution of Content that is known or suspected by Client; and (iii) not impersonate another CivicPlus user or provide false identity information to gain access to or use the Service.**

1. Performance and payment under this Statement of Work ("SOW") by and between Winnebago County, Illinois ("Client") and CivicPlus ("CivicPlus") shall be subject to the terms & conditions of the Agreement by and between the General Services Administration and CivicPlus.
2. This SOW #1 shall remain in effect for a period of one year (12 months) from signing. In the event that neither party gives 60 days' notice to terminate prior to the end of the initial or any subsequent renewal term, this Agreement will automatically renew for an additional 1-year Renewal Term.
3. The First Year Fees shall be invoiced upon signing of this SOW #1.
4. Renewal Term Annual Services shall be invoiced on the date of signature of relevant calendar years. Annual services are subject to a 3% annual increase beginning in the second year of service.
5. The Client will be invoiced electronically through email. Upon request CivicPlus will mail invoices and the Client will be charged a \$5.00 convenience fee.

CivicReady Functionality

6. CivicReady provides the ability for Client to generate high-speed notifications to listed databases through an Internet- hosted software application. Client's database(s) shall be limited to containing contact data located within the geographic boundaries



of Winnebago County, IL. Licensee may only place calls via the system to telephone numbers assigned within the 48 contiguous United States of America.

7. CivicReady Appropriate Use of Service
8. Client agrees to use Service in ways that conform to all applicable laws and regulations. Client agrees not to make any attempt to gain unauthorized access to any of CivicPlus' systems or networks. Client agrees that CivicPlus shall not be responsible or liable for the content of messages created by Client, or by those who access Service, or otherwise delivered by Service on behalf of Client.
9. Client shall be responsible for compliance with all applicable laws regarding outbound telemarketing including State and Local telemarketing laws and requirements. Client will be solely responsible and liable for any such violations.
10. CivicReady Security and Confidentiality
11. CivicPlus will use commercially reasonable practices and standards to secure and encrypt data transmissions. Client understands that CivicPlus is providing Service on the World Wide Web through an upstream third-party Internet Service Provider, using public utility services which may not be secure. Client agrees that CivicPlus shall not be liable to Client in the event of any interruption of service or lack of presence on the Internet as a result of disruption by the third-party Internet Service Provider or public utility. Client agrees that CivicPlus cannot guarantee the integrity of Client supplied or user supplied data. Any errors, duplications, or inaccuracies related to the Client or user supplied data will be the responsibility of the Client.
12. CivicPlus acknowledges the confidential nature of Client and user supplied data and agrees to prevent the disclosure to the public or to anyone not employed by CivicPlus, any confidential data. Data collected by CivicPlus will remain secured and will only be released upon mutual agreement by both parties or a court order. Client agrees that private citizens may voluntarily contribute their contact information to be used in Service, and CivicPlus shall maintain a database of such information.

Account Information and Privacy

13. CivicPlus does not own any data, information or material that Client submit to the Service in the course of using the Service ("Client Data"). 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 Client Data, and CivicPlus shall not be responsible or liable for the deletion, correction, destruction, damage, loss or failure to store any Client Data. CivicPlus reserves the right to withhold, remove and/or discard Client Data without notice for any breach, including, without limitation, Client's non-payment. Upon termination for cause, Client's right to access or use Client Data immediately ceases, and CivicPlus shall have no obligation to maintain or forward any Client Data.

Intellectual Property Ownership

14. CivicPlus alone shall own all right, title and interest, including all related Intellectual Property Rights, in and to the CivicPlus Technology, the Content and the Service and any suggestions, ideas, enhancement requests, feedback, recommendations or other information provided by Client relating to the Service. This Agreement is not a sale and does not convey to Client any rights of ownership in or related to the Service, the CivicPlus Technology or the Intellectual Property Rights owned by CivicPlus. The CivicPlus name, the CivicPlus logo, and the product names associated with the Service are trademarks of CivicPlus, and no right or license is granted to use them. Client may use CivicPlus' name or trademarks (CivicPlus) for promotion, publicity or other commercial purposes with our prior written consent. All other trademarks not owned by CivicPlus that appear on this site are the property of their respective owners, who may or may not be affiliated with, connected to, or sponsored by CivicPlus.

Representations & Warranties

15. Each party represents and warrants that it has the legal power and authority to enter into this Agreement. This service is provided on an "AS-IS" basis without warranty (express or implied, including merchantability, fitness for a particular purpose and non-infringement of third party rights). We will use commercially reasonable efforts to maintain continuous access but will not be responsible for events beyond our control.
16. Client represent and warrant that Client has not provided any false information to gain access to the Service and that Client's billing information is correct.

Disclaimer of Warranties



17. CIVICPLUS MAKES NO REPRESENTATION, WARRANTY, OR GUARANTY AS TO THE RELIABILITY, TIMELINESS, QUALITY, SUITABILITY, TRUTH, AVAILABILITY, ACCURACY OR COMPLETENESS OF THE SERVICE OR ANY CONTENT. CIVICPLUS DOES NOT REPRESENT OR WARRANT THAT (A) THE USE OF THE SERVICE WILL BE SECURE, TIMELY, UNINTERRUPTED OR ERROR-FREE OR OPERATE IN COMBINATION WITH ANY OTHER HARDWARE, SOFTWARE, SYSTEM OR DATA, (B) THE SERVICE WILL MEET CLIENT'S REQUIREMENTS OR EXPECTATIONS, (C) ANY STORED DATA WILL BE ACCURATE OR RELIABLE, (D) THE QUALITY OF ANY PRODUCTS, SERVICES, INFORMATION, OR OTHER MATERIAL PURCHASED OR OBTAINED BY CLIENT THROUGH THE SERVICE WILL MEET CLIENT'S REQUIREMENTS OR EXPECTATIONS, (E) ERRORS OR DEFECTS WILL BE CORRECTED, OR (F) THE SERVICE OR THE SERVER(S) THAT MAKE THE SERVICE AVAILABLE ARE FREE OF VIRUSES OR OTHER HARMFUL COMPONENTS. THE SERVICE AND ALL CONTENT IS PROVIDED TO CLIENT STRICTLY ON AN "AS IS" BASIS. ALL CONDITIONS, REPRESENTATIONS AND WARRANTIES, WHETHER EXPRESS, IMPLIED, STATUTORY OR OTHERWISE, INCLUDING, WITHOUT LIMITATION, ANY IMPLIED WARRANTY OF MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE, OR NON-INFRINGEMENT OF THIRD PARTY RIGHTS, ARE HEREBY DISCLAIMED TO THE MAXIMUM EXTENT PERMITTED BY APPLICABLE LAW BY CIVICPLUS.

Internet Delays

18. CIVICPLUS' SERVICES MAY BE SUBJECT TO LIMITATIONS, DELAYS, AND OTHER PROBLEMS INHERENT IN THE USE OF THE INTERNET AND ELECTRONIC COMMUNICATIONS. CIVICPLUS IS NOT RESPONSIBLE FOR ANY DELAYS, DELIVERY FAILURES, OR OTHER DAMAGE RESULTING FROM SUCH PROBLEMS.

Ownership & Content Responsibility

19. 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).
20. 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.
21. Client agrees that CivicPlus shall not migrate, convert, or port content or information that could reasonably be construed to be time-sensitive, such as calendar or blog content.

Intellectual Property

22. Intellectual Property of any software or other original works created by CivicPlus prior to the execution of this SOW ("CivicPlus Property") will remain the property of CivicPlus.
23. Client shall not (i) license, sublicense, sell, resell, transfer, assign, distribute or otherwise commercially exploit or make available to any third party any CivicPlus Property in any way; (ii) modify or make derivative works based upon any CivicPlus Property; (iii) create Internet "links" to the CivicPlus Property software or "frame" or "mirror" any CivicPlus Property administrative access on any other server or wireless or Internet-based device; or (iv) reverse engineer or access any CivicPlus Property in order to (a) build a competitive product or service, (b) build a product using similar ideas, features, functions or graphics of any CivicPlus Property, or (c) copy any ideas, features, functions or graphics of any CivicPlus Property. The CivicPlus name, the CivicPlus logo, and the product and module names associated with any CivicPlus Property are trademarks of CivicPlus, and no right or license is granted to use them.

Taxes

24. It is CivicPlus' policy to pass through sales tax in those jurisdictions where such tax is required. If the Client is tax-exempt, the Client must provide CivicPlus proof of their tax-exempt status, within fifteen (15) days of contract signing, and this SOW will not be taxed. If the Client's state taxation laws change, the Client will begin to be charged sales tax in accordance with their jurisdiction's tax requirements and CivicPlus has the right to collect payment from the Client for past due taxes.

Indemnification

25. Client and CivicPlus shall defend, indemnify and hold the other Party harmless, its partners, employees, and agents from and against any and all lawsuits, claims, demands, penalties, losses, fines, liabilities, damages, and expenses including attorney's fees of any kind, without limitation, in connection with the operations of and installation of software contemplated by this SOW, or otherwise arising out of or in any way connected with the CivicPlus provision of service and performance under this SOW.

Exhibit A.1 Page 4 of 5

CivicPlus • 302 S. 4th Street, Suite 500 • Manhattan, KS 66502 • www.CivicPlus.com
Toll Free 888-228-2233 • Accounting Ext. 291 • Support Ext. 307 • Fax 785-587-8951



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 either party.

Liabilities

- 26. CivicPlus will not be liable for any act, omission of act, negligence or defect in the quality of service of any underlying carrier or other service provider whose facilities or services are used in furnishing any portion of the service received by the Client.
- 27. 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.
- 28. 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.

Acceptance

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

Client	CivicPlus
By: _____	By: _____
Name: _____	Name: _____
Title: _____	Title: _____
Date: _____	Date: _____

CIVICPLUS®

TO: Winnebago County, IL
FROM: Mike Sutton
DATE: March 1, 2019
RE: GSA Contract – CivicReady Mass Notifications

Each year of your contract, you'll receive **CivicReady** upgrades, hosting, maintenance and support so your solutions stays secure and up-to-date with our latest features and functionality. Annual services also include web-based training, 24/7/365 live emergency support and online help resources. Annual Services are subject to a cumulative annual 3% technology fee increase beginning year 3 and beyond.

Winnebago County GSA Pricing Schedule:

Year 1:	\$48,600
Year 2:	\$40,000
Year 3:	\$41,200
Year 4:	\$42,436
Year 5:	\$43,709

This includes UNLIMITED messaging for the entire Winnebago County, IL population, regardless of increase year after year.



20

COMMITTEE: Operations + Administration

SUBJECT: Res. Awarding Emergency / Non-Emergency Notification System Agreement

	AYES	NAYES	PRESENT	ABSENT	ABSTAINED
1. ARENA, PAUL	✓				
2. BILICH, JAS	✓				
3. BOOMER, DAVID	✓				
4. BOOKER, AARON				✓	
5. BUTITTA, JOHN	✓				
6. CROSBY, JEAN	✓				
7. FELLARS, DANIEL	✓				
8. FIDUCCIA, DAVE	✓				
9. GERL, BURT	✓				
10. GORAL, ANGIE	✓				
11. HOFFMAN, JOE	✓				
12. KELLEY, DAVE	✓				
13. MC DONALD, KEITH	✓				
14. NABORS, JR., TIMOTHY	✓				
15. REDD, DOROTHY	✓				
16. SALGADO, JAIME	✓				
17. SCHULTZ, STEVE	✓				
18. TASSONI, DAVE	✓				
19. WEBSTER, JIM	✓				
20. WESCOTT, FRED	✓				
TOTALS <i>unanimous vote</i>	19			1	