Website Redesign, Hosting, and Support

Quote for Cutler Bay, Florida

Gregg Huggins

PO Box 2235 Tallahassee, FL 32316

850-692-7068 ghuggins@municode.com

LETTER OF INTEREST

June 4, 2019

Dear Website Selection Team:

Thank you for the opportunity to present our quote for website redesign, hosting, and support services. It is our goal to deliver a mobile-friendly website that is professional, easy-to-use, and easy-to-maintain.

Our team has developed a portfolio of online services that are tailored for local government agencies. We have worked with cities, towns, villages, counties and other local government agencies for over sixty-five years continually striving to make your job easier. When it comes to posting content on the web, our solution is simple and straight-forward.

Our websites make it easier for your community to find content by providing multiple navigation paths to each page. Our designs reinforce self-service to enable 24x7 online access to your organization's services.

We create your website using Drupal, an industry-leading content management system. Since Drupal is open-source, your website is truly yours unlike those of many other government redesign companies that use their own proprietary software.

We are thrilled at the opportunity to partner on such an important initiative.

Sincerely,

Brian Gilday
President, Website Division

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COMPANY PROFILE

History, Mission, and Team

With over 65 years of experience, Municode's mission is to connect public sector organizations with their communities. Our solutions promote transparency and efficiency - such as custom website design, meeting and agenda management, online payment portals, the legal codification process, and our robust suite of online legislative search tools.

Municode has been in business for over sixty-five years and partners with more than 4,500 government agencies across all fifty states. Municode is a privately-owned corporation and is financially sound with no debt. Our leadership focuses on improving Municode through investments in its people and its technology. Our culture is conducive to the longevity of our employees; Our clients can establish a long-term partnership with our experienced and stable workforce.

Municode is home to over 230 employees (most of whom enjoy a 10+ year tenure). Our headquarters in Tallahassee, Florida includes four buildings totaling 56,000 square feet. Our West Coast office is in Portland, Oregon. We also have individual team members working in several states across the country.

Our Vision: Simple, Seamless Integration

Our vision is to create seamless integration between our service offerings. The goal is to reduce staff workload, while at the same time, increasing the ability for municipalities to connect with their communities.

The following example integration points are either in place today or envisioned in our future strategic roadmap.

- Unified search across all platforms (website, meetings, online codes)
- Auto-publish agendas and minutes from the Meetings platform to the Website
- Ordinance auto-publishing from the Meetings platform to your online code, queued for supplementation, Code of ordinance cross-references to legislative voting history, minutes, and video/audio

Project Team

We have a highly-skilled team with a customer service focus.

Jarrod - Project Sponsorship / Project Management / Customer Service
Jarrod has a Bachelor of Science degree in Mathematics and Business Administration from the University of Oregon. Jarrod is the Director of Professional Services and leads all aspects of project development and customer support.

Dave - Project Management / User Experience
Dave has a Bachelor of Arts degree in Communications from California State University. In addition to project and design leadership, Dave will participate in various analytical, site configuration, content migration, and training activities.

Mary Joy – Project Management / User Experience
Mary Joy has that unique ability to put technical concepts into easy-to-understand terms with clients such as Dunkin Donuts, Gillette, Fidelity, and Osram Sylvania. A Bentley graduate with a Bachelor of Science in CIS, Mary Joy leads our customer support efforts and content migration.
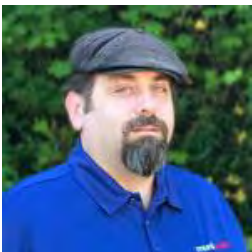
Paul – Development / Systems Architecture / QA
Paul has been working on software systems for years and is a strong member of our team. We will turn to Paul for any custom development work that might be required. In addition, Paul has many years of experience in quality assurance testing, so he will be acting as Municode's lead tester for the engagement.

Drago - Graphic Design
Drago's work speaks for itself. He has the unique ability to capture the essence of your branding and communication requirements and transform them to stunning web designs.

REFERENCES AND DESIGN EXAMPLES

Custom Designs

There is a reason why we have loyal customers! It is because we have a great solution, we take care of our customers, and we are committed to working with you for the long haul. When you pick up the phone and call us, we answer! When you email, we respond quickly – usually within 30 minutes. When you need us, we will be there for you. **But don't take our word for it, ask our clients.**

Naples Florida - 2017

[Civic Plus replacement]
https://www.naplesgov.com

Population: 20,115
David Fralick, Communications Manager
239-213-1054, dfralick@naplesgov.com

AWARD WINNER! NAGW Member's Choice Award – Best Website in Nation for Municipalities 40,000 and Under

Winter Springs Florida

https://www.winterspringsfl.org/
Population: 33,282

Brooke Procell, Marketing Director
407-327-5985
bprocell@winterspringsfl.org

Marco Island Florida

https://www.cityofmarcoisland.com/
Population: 16,413

Jordan Turek, CIO, Director of IT
239-205-3434
jturek@cityofmarcoisland.com

Fort Walton Beach Florida

https://www.fwb.org/
Population: 19,507

Stephanie Oldnettle, HR Generalist
850-833-9507
soldnettle@fwb.org

Customers with MUNICODE CODE / WEB / MEETINGS Solutions

Great Falls MT
https://greatfallsmt.net/
Population: 58,505

Rachel Arms, Webmaster
406-455-8445
rarms@greatfallsmt.net

Monroe Georgia
http://www.monroega.com
Population: 13,234

Chris Bailey, Central Services Manager
770-266-5406
CBailey@MonroeGA.gov

Specialty Sub-Site Graphic Designs

We also offer the option of having graphic designs for sub-sites that require specialized branding. We call these 'specialty sub-sites'. We leverage your main CMS and database, which allows us to offer these sub-sites with the same functionality as your main site yet with a completely different look and feel.

Economic Development
www.choosewoodstock.com
https://addisontexas.net/econ-dev
https://www.burnet512.com/ed

Parks & Recreation
www.cprdnewberg.org
https://www.wilsonvilleparksandrec.com/parksrec
https://www.brookhavenga.gov/pcg

Airports
https://www.cityofprineville.com/airport
https://addisontexas.net/airport
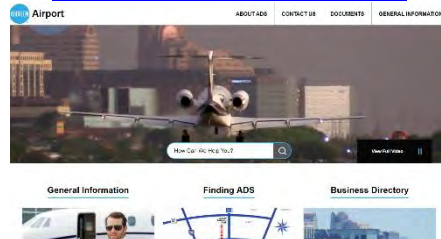
Libraries
www.woodstockpubliclibrary.org
https://www.hendersoncountync.gov/library

Police and Fire
www.quincypd.org
https://addisontexas.net/police
https://www.griffith.in.gov/police

Event Centers / Cultural Centers
https://addisontexas.net/actc
www.woodstockoperahouse.com
www.sherwoodcenterforthearts.org

Golf Courses
www.meadowlakesgc.com
https://www.cottagegrove.org/golf

Tourism
www.gofruita.com
https://visitaddison.com/tourism
http://www.wrangell.com/visitorservices

WEBSITE CONTENT MANAGEMENT SYSTEM (CMS) FEATURES

Municode Web was designed for local governments by experts in local government. It utilizes Drupal, an open source platform, that powers millions of websites and is supported by an active, diverse, and global community. We are the Drupal experts for local government!

Key Project Deliverables

- ✪ WEBSITE DESIGN
- ✪ CONTENT MIGRATION
- ✪ TRAINING
- ✪ HOSTING
- ✪ SUPPORT

Standard Features

- ◉ Responsive Mobile Friendly Design
- ◉ Simple Page Editor
- ◉ Best-in-Class Search Engine
- ◉ ADA/WCAG 2.1 AA HTML Compliance
- ◉ Social Media Integration
- ◉ Web Page Categories - create a page once, have it show up in multiple places
- ◉ Department Micro-sites (sites-within-a-site)
- ◉ Rotating Banners and Headline Articles
- ◉ Online Job Postings
- ◉ Online Bid/RFP Postings
- ◉ Photo Album Slideshows
- ◉ Google Maps Integration
- ◉ Resource/Document Center
- ◉ Image auto-scaling and resizing
- ◉ Site Metrics (Google Analytics)
- ◉ Scheduled Publish On/Off Dates
- ◉ Unlimited User logins
- ◉ Unlimited Content
- ◉ Word-like WYSIWYG Editor
- ◉ Private Pages – staff view only
- ◉ Email Subscriptions / Notifications
- ◉ Projects Directory
- ◉ Unlimited Online Fillable Forms
- ◉ Emergency Alerts
- ◉ Meeting Agendas/Minutes/Videos
- ◉ Event Calendar
- ◉ Page Versioning / Audit Trail
- ◉ Latest News / Press Releases
- ◉ Anti-spam controls
- ◉ Email Harvesting Protection
- ◉ Broken Link Finder
- ◉ Dynamic Sitemap
- ◉ Support for Windows, Mac, Linux
- ◉ Video integration (YouTube, Vimeo, etc.)
- ◉ Client owns rights to all data
- ◉ Organization/Staff Directory
- ◉ Frequently Asked Questions (FAQs)
- ◉ Ordinances and Resolutions
- ◉ Share This Button (Facebook/Twitter)
- ◉ Secure Pages / SSL
- ◉ Printer Friendly Pages
- ◉ RSS Feeds Inbound/Outbound
- ◉ Property Directory (Commercial/Industrial)
- ◉ Parks and Trails Directory

Optional Features/Services

- ◉ Facility Reservations
- ◉ Business Directory
- ◉ Specialty Sub-site Graphic Designs
- ◉ Custom Feature Development

MEETING AND AGENDA MANAGEMENT (OPTIONAL)

<u>Municode Web includes a standard feature to post meeting agendas and minutes</u>. Many organizations seek the additional features of an agenda management solution such as agenda item approval workflow, auto-generated PDF/Word agendas, live council voting/roll call, and audio/video integration.

Municode Meetings is the easiest-to-use and most modern agenda management system in the industry. It is a 100% cloud-based offering that will greatly reduce the staff time and effort required to create and publish online agendas and minutes.

Key Project Deliverables

- BOARD/COMMITTEE SETUP - configure as many boards as you need - no limit
- MEETING TEMPLATE DESIGN - design one or more meeting templates to your custom specifications
- TRAINING
- WORKFLOW - setup custom agenda item approval workflows

- USERS/ROLES/PERMISSIONS - create and configure unlimited user accounts
- ANNUAL SERVICE - 99.95% up-time guarantee, data backups, disaster recovery
- SUPPORT - 8AM to 8PM Eastern phone and email support; 24x7x365 emergency support

Standard Features

- Unlimited Meetings and Agenda Templates
- Unlimited Meeting Agenda Templates
- Unlimited Users
- Create Meetings
- Submit/Add Agenda Items
- Attach agenda item files
- Create Agendas
- Create Agenda Packets

- Create Meeting Minutes
- Approve Items with Approval Workflow
- Auto Publishing Agenda, Agenda Packet, Minutes to the web
- Self-service YouTube video time stamping
- Integration with Swagit Video (coming soon)
- Voting/Roll Call
- Integration with Municode Web calendar

Service and Support

We will guarantee service uptime of 99.95%. In the event this service level is not met within a given month, you will receive a credit for that month's service.

We will provide you contact numbers to reach us 24x7x365 for catastrophic site issues. We will also be available from Monday to Friday 8AM-8PM EST via email and phone to handle routine questions from staff.

We will perform security upgrades and other optimizations during off-hours, typically between the hours of 12-3AM PST, if such work requires your meetings to be off-line. We will provide at least 14 days' notice for any non-emergency maintenance that requires down-time.

Our auto-monitoring software continually monitors performance and instantly alerts us when problems occur. We act as soon as possible and no later than two hours after problems are detected.

POLICIES AND PROCEDURES MANAGEMENT (OPTIONAL)

Municode Web includes a standard feature to post policy and procedure documents. Many organizations seek the additional features of a policy and procedures management solution, such as approval workflow, automated PDF generation, and historical tracking. Examples of policy and procedure manuals include fire codes, general plans, financial reports, and proclamations. Municode's Self-Publishing Software facilitates these needs.

Key Project Deliverable

- ✪ SOFTWARE LICENSE – Annually, includes up to five (5) authorized users
- ✪ CONVERSION – Convert your current Word/Folio manuals to our software database for in-house publication, updates and maintenance
- ✪ WORKFLOW – Provides organized, systematic execution of updates, corrections, new clauses, new codes, etc.

- ✪ ONLINE BOOK HOSTING – Published in HTML format
- ✪ SERVICE LEVEL - 99.95% up-time guarantee, data backups, disaster recovery
- ✪ SUPPORT - 8AM to 8PM Eastern phone and email support; 24x7x365 emergency support

Standard Features

- ◉ Policy/Amendment drafting tool
- ◉ Automated code, policy and publication updates
- ◉ Automated approval and signature workflow

- ◉ Automated PDF generation for backup/printing
- ◉ Historical tracking tool
- ◉ Online training and customer service

Service and Support

We will guarantee service uptime of 99.95%. In the event this service level is not met within a given month, you will receive a credit for that month's service.

We will provide you contact numbers to reach us 24x7x365 for catastrophic site issues. We will also be available from Monday to Friday 8AM-8PM EST via email and phone to handle routine questions from staff.

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Our auto-monitoring software continually monitors performance and instantly alerts us when problems occur. We act as soon as possible and no later than two hours after problems are detected.

PROJECT TIMELINE AND APPROACH

The typical project takes from 3 to 7 months. The high-level timeline below is an approximation. We will finalize the schedule once we meet with you:

Project Timeline Sample

PHASES	MONTH 1	MONTH 2	MONTH 3	MONTH 4
	Analyze and Confirm			
	Design and Build			
		Migrate Content		
			Train	
		Testing		
				GO-LIVE ★
				Hosting, Maintenance and Support
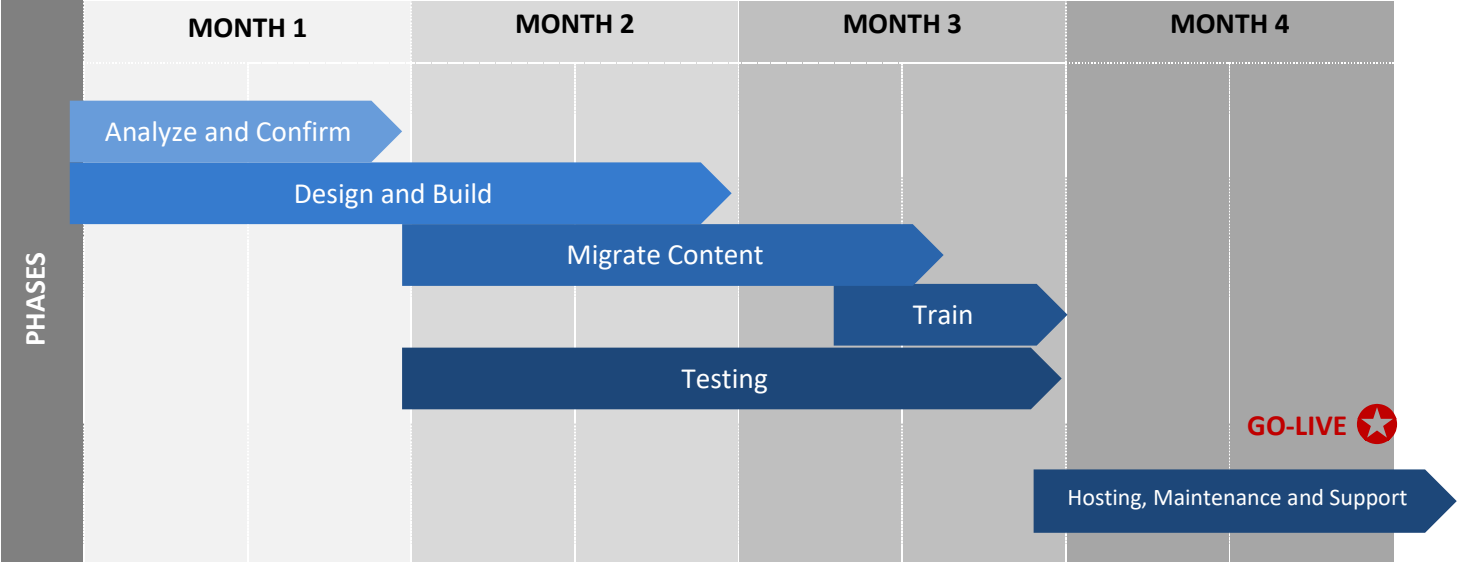
Client Responsibilities

The client's responsibility and the key to a smooth on-time deployment is providing the initial information and approving proofs quickly.

☑ The Client will make available to Municode relevant images, photos, logos, colors, and other branding material as well as an inventory of existing applications, websites, and content at the start of this effort. The Client will create new content copy as needed.

☑ The Client will assign a single point of contact for Municode to interact with that will be responsible for coordinating the schedules of other project stakeholders.

☑ The Client will review any deliverables requiring formal approval within 5 business days and return all comments/issues at or before those 5 days have elapsed.

☑ The Client will assign one person who will act as the "ultimate decision maker" in the case where consensus among the team cannot be reached.

☑ The Client must agree to applicable terms of services for Google related services such as Google Analytics and Google Maps to access those features. Municode is not responsible for Google's decisions related to discontinuing services or changing current APIs.

Project Phase Descriptions

Phase 1: Analyze and Confirm Requirements	Deliverables

Website Assessment:

Municode will complete an analysis of your current website(s) to assess the existing navigation, features/functions, and quality of content.

⊙ **Summary assessment sheet**

Organizational Overview Inventory/Survey:

Municode will provide an organizational overview document for you to complete as part of this assessment.

⊙ **Organization Survey**

Website Design Meeting:

Municode will conduct a design meeting with a client-defined web advisory team. We recommend the advisory team be limited to a maximum of 6 members. This design meeting will allow the website advisory team to provide input regarding the overall design of the new website, including the site branding as well as high-level site navigation. This team will act as the initial review team for website design concepts. In addition, this team will act as the final review team for the website before it is approved for go-live.

⊙ **Website design specification sheet (graphic design and information / navigation design)**

Phase 2: Design and Build phase	Deliverables

Design Concept Creation and Approval (Custom Designs):

Municode will complete home page design concepts for the Home Page and inner pages. These design concepts will incorporate all the graphical elements as well as the high-level sitemap. You will select a winning concept after going through a series of iterative design revision meetings. We allow for a total of 6 revisions.

⊙ **Design concepts**
⊙ **Finalized design (Photoshop PSD)**

Website Setup, Configure, and Customization:

Municode will create a fully functional website that includes the functional elements described in this proposal. As part of the website setup, Municode will finalize any remaining elements to the approved design and navigation.

⊙ **Functional beta website with approved design**
⊙ **Content migration**

Phase 3: Migrate Content

Deliverables

Content Finalization and Departmental Acceptance

Municode migrates initial content and your trained staff finalizes prior to go-live. See pricing section for specific number of included pages.

Meeting Agendas and Minutes: Client completes an excel template with information regarding each meeting plus corresponding files. Municode will then auto-import that content. Files must be provided with a standard naming convention to allow for auto parsing of date. (i.e. minutes_061516.pdf, etc.)

Standard Web Pages: A standard web page is defined as a page that contains a title, body text, and up to a total of 5 links, file attachments, or images. If you require migration of more complex pages, we can provide a custom quote.

Directory pages (Staff Directory, Projects, Commercial/Industrial Properties, Business Directory, Ordinances/Resolutions): Client completes manually or may request a custom quote. For custom quotes, client completes an excel template with directory data and Municode auto-imports directory content.

- ⊙ **Content creation and migration**
- ⊙ **Departmental content 'signoff'**

Phase 4: Staff Training

Deliverables

Staff Training

Throughout the development and after launch, our customers have access to training, resources and educational opportunities that help them thrive. Our initial training is offered to administrators and content contributors.

- ⊙ **On-site (if applicable)**
- ⊙ **Web teleconference**
- ⊙ **Videos and User guides**

Phase 5: Testing

Deliverables

Municode Functional Testing

Municode will perform a series of tests across multiple browser and operating system versions to confirm site functionality. Test will confirm proper functionality of all features documented in this proposal.

Acceptance Testing

Staff will review the website for completeness. Municode will have completed functional testing and cross-browser compatibility testing.

- ⊙ **Completing Testing Checklists**

- ⊙ **Site acceptance by client**

Go Live ✪

Deliverables

Go-Live

We will work with you to make the appropriate 'A' Record DNS entry changes to begin the process of propagating the new production web server IP address.

- ⊙ **Accepted Final Live Website**

HOSTING, MAINTENANCE, AND CUSTOMER SUPPORT

Hosting

We provide first-class hosting services in a secure data center. We take cyber security seriously. Your website will be secure from multiple perspectives:

Data Center

We host your website in a secure data center. The data center is manned 24x7x365. Your website is maintained using firewalls, load balancers, multiple web application servers, and a database server. We apply security updates to the entire web server stack on a regular basis.

Data transmission

We guarantee up to 1 Terabyte of data transfer per month.

Redundant high-availability failover (optional):

We have the capability of providing premium hosting service levels by offering a mirrored copy of your site on a separate infrastructure and geographic location. We would need to talk through the required service levels and bandwidth to provide pricing for this item.

Web CMS software security

We apply security updates to your Drupal-based CMS whenever updates are posted. Your website is built on Drupal software that has the confidence of millions of websites in both the private sector and public sector, including whitehouse.gov, the City of Boston and the City of Los Angeles. Several built-in security mechanisms are in place to prevent cross-site scripting attacks.

Web transmission security

Your website is secured with SSL to encrypt transmission of data. We SSL-enable every page on your website for maximum security.

User authentication security

Our solution is configured with granular role-based permissions, and each user is required to login with a unique user id and password. We also off a two-factor authentication option using Google Authenticate if that should be something you are interested in pursuing.

Data Backup

We back up your data in multiple geographic locations. We backup daily, weekly, monthly, and up to 7 years of annual data backups.

Guaranteed Uptime

Municode guarantee web server uptime of 99.95%. In the event this service level is not met within a given month, you will receive a credit for that month's service

Maintenance and Customer Support

24x7 Customer support:

We will provide you contact numbers to reach us 24x7x365 for catastrophic site issues. We will also be available from Monday to Friday 8AM-8PM EST via email and phone to handle routine website operation questions from staff.

Security upgrades:

Municode will apply security upgrades to your solution's core and contributed modules ensuring that your website stays secure. Municode will perform security upgrades and other web server and website optimizations during off-hours, typically between the hours of 9PM-3AM Pacific, if such work requires taking the website off-line. We will provide at least 14 days' notice for any non-emergency maintenance that requires down-time.

Site Monitoring and Site Recovery:

Municode will install auto-monitoring software routines that continually monitor website performance and alert us when problems occur.   We will act as soon as possible and no later than two hours after problems are detected.

Free feature upgrades:

As we update our base Municode features, you receive those upgrades for FREE.

PROJECT COSTS

The pricing contained in this proposal is based on the City of Greenacres contract dated September 8, 2016 resulting from RFP NO. 17-001 for WEBSITE DESIGN, DEVELOPMENT AND IMPLEMENTATION issued June 12, 2016.

The difference in pricing is a result of options the City of Greenacres elected to have included in the prices. These are outlined below as follows:

Design, Development, and Implementation Phase:

- Greenacres $27,500; Cutler Bay $27,500
    - Municode has discounted 2019 rates by $1,000 to match the Greenacres pricing.

Annual Hosting, Maintenance, and Customer Support:

- Greenacres $4,800; Cutler Bay $6,000 = +$1,200
    - The main difference is due to annual price increases since 2016.

Design, Development, and Implementation Phase $27,500
- Fully functional Municode CMS with all base features
- Responsive mobile-friendly website with **custom** design
- Content migration; up to 1500 pages and 5 years meeting minutes
- Training: on-site 2 days, web teleconference, video, user guides

Annual Hosting, Maintenance, and Customer Support $6,000 / year
- 80GB disk space and up to 1 terabyte data transfer per month
- 99.95% up-time guarantee, telephone support 8AM-8PM Eastern
- Email support with one-hour response time during working hours
- Emergency 24x7 support
- Up to 3 hours' webinar refresher trainings per year

Total Year 1 Costs $33,500

Select Additional Website Options

☐ Facility Reservations	$1500 setup + $900 per year
☐ Business Directory	$750 setup + $600 per year
☐ Specialty sub-site graphic designs	$3500 + $600 per year (per design)
☐ Site graphic redesign every 4th year	$600 per year (per design)
☐ Additional on-site visits (training, consultation, etc.)	$1500 day 1, $1000 per day (days 2+)
☐ Custom Feature Development	$150 per hour or fixed bid quote
☐ Meeting and Agenda Management (Municode Meetings)	$6,400 per year
☐ Policies and Procedures Management	ask for quote

PAYMENT SCHEDULE

<u>Year 1</u>

Sign contract	50% of one-time costs
Implement design and features	50% of one-time costs
Conduct training (site moved to production / annual support begins)	annual hosting and support

<u>Notes</u>

- No long-term commitments required. We will earn your trust. You may cancel service at any time.
- Guaranteed pricing. Hosting and Support fees will not increase for first three years.
- Annual hosting and support fees starting year four will increase according to the previous year-ending *Consumer Price Index (CPI) for All Urban Consumers.*
- 2, 3, or 4-year interest-free payment plan available upon request

SERVICES AGREEMENT

This agreement ("AGREEMENT") is entered between the Town of Cutler Bay, Florida ("CLIENT") and Municipal Code Corporation ("CONSULTANT").

1. Term of AGREEMENT. This AGREEMENT shall commence effective the date signed by the CLIENT. It shall automatically renew annually.   This AGREEMENT shall terminate upon the CLIENT's providing CONSULTANT with sixty (60) days' advance written notice.

2. Compensation. It is understood and agreed by and between the parties hereto, that the CLIENT shall pay the CONSULTANT for services based on the payment schedule provided as set forth in the section marked "Payment Schedule". Payment will be made to CONSULTANT within thirty (30) days of the receipt of approved invoices for services rendered.

3. Scope of Services. CONSULTANT's services under this AGREEMENT shall consist of services as detailed in the attached proposal including appendices ("SERVICES"). SERVICES may be amended or modified upon the mutual written AGREEMENT of the parties.

4. Integration. This AGREEMENT, along with the SERVICES to be performed contain the entire agreement between and among the parties, integrate all the terms and conditions mentioned herein or incidental hereto, and supersede all prior written or oral discussions or agreements between the parties or their predecessors-in-interest with respect to all or any part of the subject matter hereof.

5. Warranty. CONSULTANT warrants that any services provided hereunder will be performed in a professional and workmanlike manner and the functionality of the services will not be materially decreased during the term.

6. Liability. CONSULTANT's total liability arising out of any acts, omissions, errors, events, or default of CONSULTANT and/or any of its employees or contractors shall be limited by the provisions of the AGREEMENT and further limited to a maximum amount equal to the fees received by CONSULTANT from CLIENT under this AGREEMENT.

7. Termination. This AGREEMENT shall terminate upon the CLIENT's providing CONSULTANT with sixty (60) days' advance written notice. In the event the AGREEMENT is terminated by the CLIENT's issuance of said written notice of intent to terminate, the CONSULTANT shall pay CLIENT a pro-rated refund of any prepaid service fees (for the period from the date of the termination through to the end of the term). If, however, CONSULTANT has substantially or materially breached the standards and terms of this AGREEMENT, the CLIENT shall have any remedy or right of set-off available at law and equity.

8. Independent Contractor. CONSULTANT is an independent contractor. Notwithstanding any provision appearing in this AGREEMENT, all personnel assigned by CONSULTANT to perform services under the terms of this AGREEMENT shall be employees or agents of CONSULTANT for all purposes. CONSULTANT shall make no representation that it is the employee of the CLIENT for any purposes.

9. Confidentiality. (a) Confidential Information. For purposes of this AGREEMENT, the term "Confidential Information" means all information that is not generally known by the public and that: is obtained by CONSULTANT from CLIENT, or that is learned, discovered, developed, conceived, originated, or prepared by CONSULTANT during the process of performing this AGREEMENT, and relates directly to the business or assets of CLIENT. The term "Confidential Information" shall include, but shall not be limited to: inventions, discoveries, trade secrets, and know-how; computer software code, designs, routines, algorithms, and structures; product information; research and development information; lists of clients and other information relating thereto; financial data and information; business plans and processes; and any other information of CLIENT that CLIENT informs CONSULTANT, or that CONSULTANT should know by virtue of its position, is to be kept confidential.

(b) Obligation of Confidentiality. During the term of this AGREEMENT, and always thereafter, CONSULTANT agrees that it will not disclose to others, use for its own benefit or for the benefit of anyone other than CLIENT, or otherwise appropriate or copy, any Confidential Information except as required in the performance of its obligations to CLIENT hereunder. The obligations of CONSULTANT under this paragraph shall not apply to any information that becomes public knowledge through no fault of CONSULTANT.

10. Assignment.   Neither party may assign or subcontract its rights or obligations under this AGREEMENT without prior written consent of the other party, which shall not be unreasonably withheld. Notwithstanding the foregoing, either party may assign this AGREEMENT in its entirety, without consent of the other party, in connection with a merger, acquisition, corporate reorganization, or sale of its assets.

11. Cooperative Purchasing.   CONSULTANT and CLIENT agree that other public agencies may purchase goods and services under this solicitation or contract at their own cost and without CONSULTANT or CLIENT incurring any financial or legal liability for such purchases.

12. Governing Law. This AGREEMENT shall be governed and construed in accordance with the laws of the State of Florida without resort to any jurisdiction's conflicts of law, rules or doctrines.

Submitted by:

Municipal Code Corporation

By: _____

Title: Brian Gilday - President, Website Division

Accepted by:

By: _____

Title: _____

Date: _____